

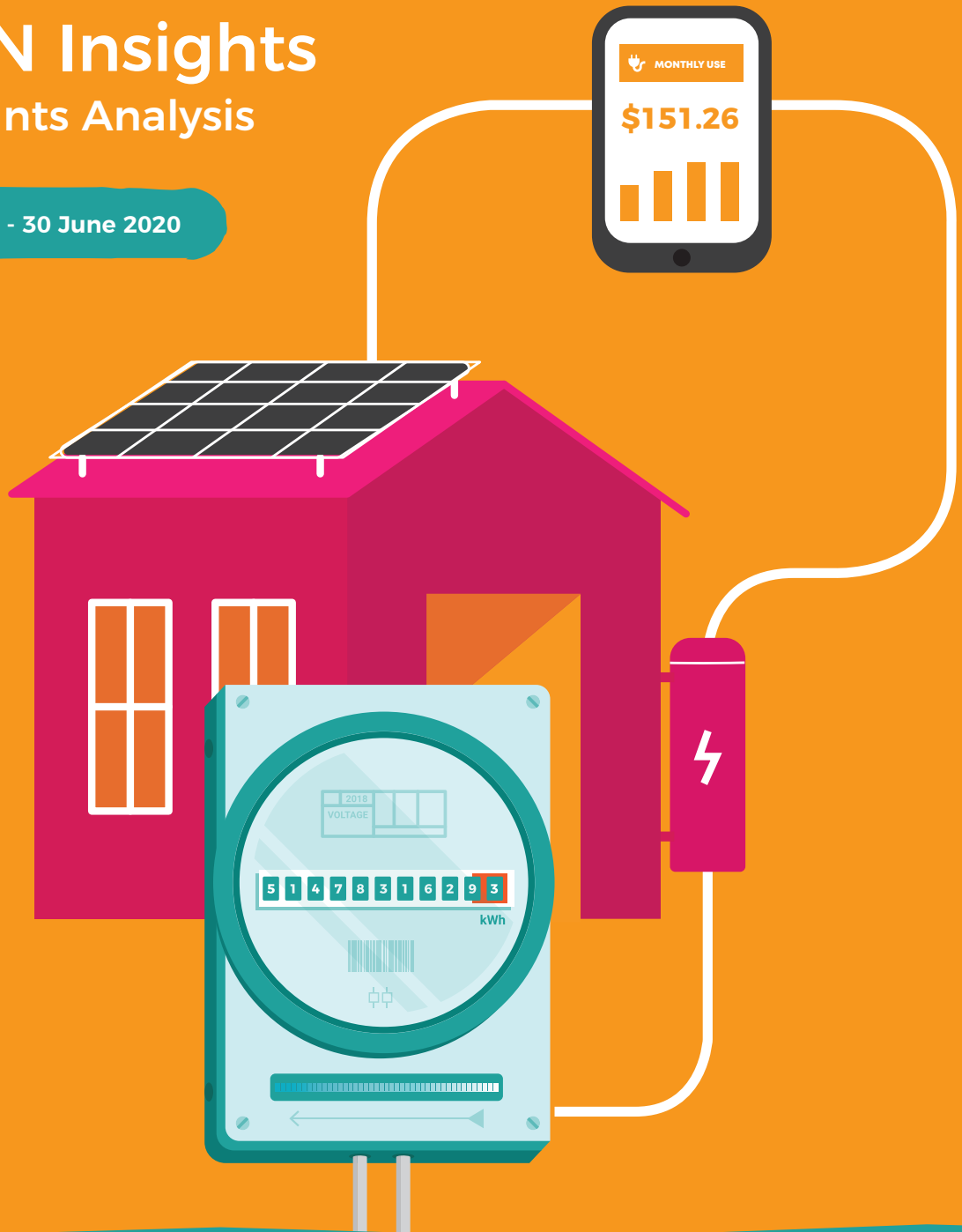


Energy & Water  
Ombudsman NSW

# EWON Insights

## Complaints Analysis

1 April 2020 - 30 June 2020



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# Introduction



# 3,749

**COMPLAINTS RECEIVED**  
down from 4,897 last quarter

↓ **23.4%**

decrease in complaints  
compared with last  
quarter

Almost four months after COVID-19 completely altered the way we work and live, many vulnerable customers are now facing higher bills and possibly accrued debt. However, reflecting the additional, and welcome, support provided to vulnerable customers by governments, regulators and providers, we have seen an overall 23.4% decrease in complaints to EWON this quarter.

Sector trends during COVID-19 reported in this issue illustrate this sharp decrease in energy complaints, while water has declined slightly.

We welcomed the extension of the AER's [Statement of Expectations](#) until the 31 October 2020 which will continue to protect customers experiencing vulnerability, however we are also mindful of the cash flow impacts on retailers as the severity and duration of COVID-19 impacts on the economy continue.

Despite the AER's extended support, we expect complaints might increase as stimulus support is reduced post-October. In the meantime, EWON's virtual community engagement and social media is focused on reminding customers to ring their energy/water provider to ask for assistance now – before debt levels become unmanageable.

**In this issue of EWON Insights** we focus on distributed energy resources such as batteries and solar generation, including those currently outside EWON's jurisdiction, highlighting the inequitable consumer protections available to customers, depending on who they purchase their 'behind-the-meter' products from. As this sector expands, it is critical that public trust is maintained through appropriate, robust consumer protections and dispute resolution. Accordingly, we welcomed recommendations from the AEMC 2020 Retail Competition Review which included a call for expanding the jurisdiction of Ombudsman offices to close this gap.

We also look at complaints related to estimated bills, many of them caused by changes in business operations during COVID-19 and a decrease in meter reads; and complaints relating to private poles which can prove both expensive and frustrating for customers due to the lack of available information from providers.

Following the introduction of the AER's Statement of Expectations, in April we were requested by the AER to submit weekly COVID-19 reports about EWON complaints which, from our perspective, were at odds with the Statement of Expectations. Since then we have reported up to four complaints each week where, based on what customers and their energy providers have informed us, these obligations may not have been met.

I urge you to encourage your Complaints Resolution Teams, when responding to EWON complaints, to provide detailed information that demonstrates in the current environment, how the Statement of Expectations has been met. We rely on both what you and your customers tell us, so this will greatly assist in eliminating complaints that should not be included in our COVID-19 related AER reporting.

**EWONLink Member's Portal** is the one-stop-shop for information relating to the complaints your customers have lodged with EWON. The portal confidentially contains your organisation's weekly, monthly and quarterly EWON complaints reports; and an provides an option for members to create customised reports drawn directly from our complaints management data - within 24 hours of the information being recorded by my staff.

As a result of the AER's reporting request, and while we advise members ahead of submitting reports about their EWON complaints to regulators, recent indicators have shown us that many members are not utilising EWONLink regularly to access their complaints data. These members are missing the opportunity to access unique information for root cause analysis and business improvement.

I strongly encourage you and your staff to make use of EWONLink to access your complaints data and share our reports across your business.

**Janine Young | Ombudsman**  
Energy & Water Ombudsman NSW





# Complaint activity

April - June 2020



2,992

**Electricity Complaints**

↓ 24.1%

decrease in electricity complaints compared with last quarter



551

**Gas Complaints**

↓ 20.9%

decrease in gas complaints compared with last quarter



191

**Water Complaints**

↓ 19.7%

decrease in water complaints compared with last quarter



## ELECTRICITY

The 2,658 electricity retail complaints we received during the period represents a 23.1% decrease on last quarter's 3,457 complaints. Network complaints decreased by 29.6%, with 259 complaints compared to 368 in the previous quarter, due to the serious bushfires and storms that hit NSW over summer. Total electricity complaints fell by 24.1% to 2,992 compared to the previous quarter.



## GAS

The number of gas retail complaints received during the quarter (520) fell by 21.0% compared with the previous quarter (658). The number of gas network complaints (21) decreased from 31 in the previous quarter. At 551, overall gas complaints were 20.9% lower compared to 697 complaints received last quarter.



## WATER

The number of water complaints received this quarter (191) decreased by 19.7% compared to last quarter (238).



## EXEMPT ENTITIES

We received 12 complaints from exempt entity customers this quarter, two fewer than in the previous quarter. The 58.6% decrease on the same period in 2019 was due to many exempt retailers becoming members of EWON, and their complaints now being counted in the 'Retailer' category.



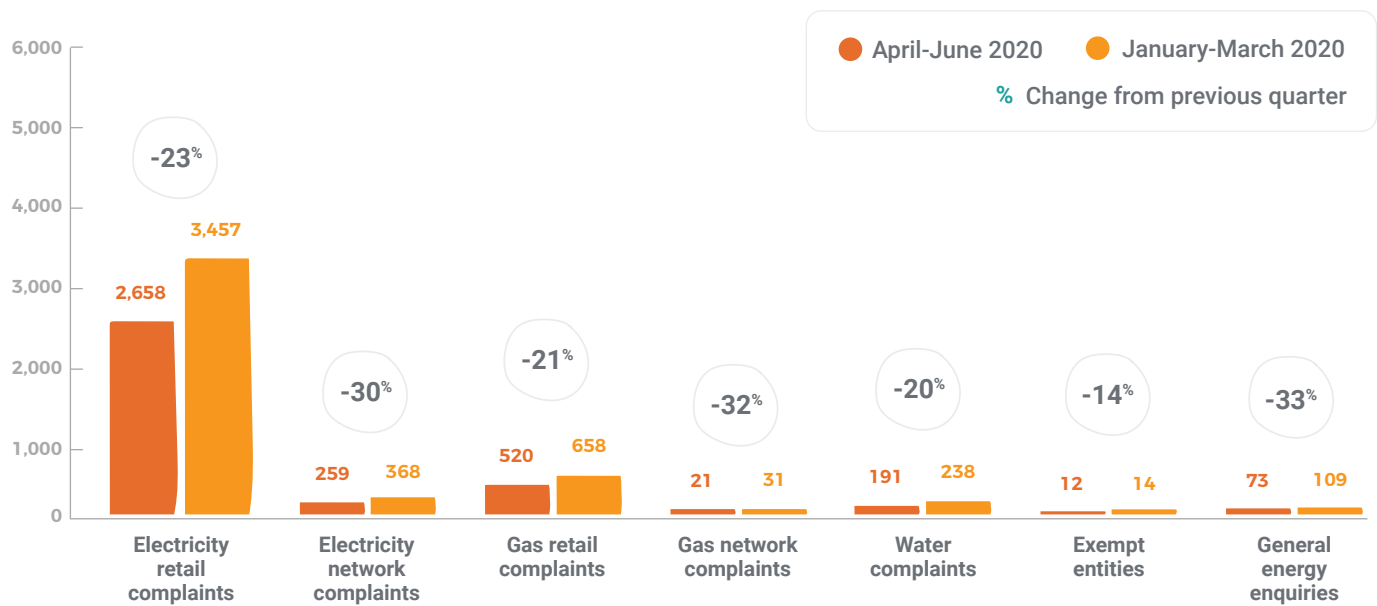
# Complaint activity

## Complaints received

### Complaint activity overview

Complaints received this quarter decreased by 23.4% to 3,749 (down from 4,897), owing to fewer complaints from electricity and gas customers. This is due to the COVID-19 lockdown, increased assistance for customers from providers, and the provisions of the AER’s Statement of Expectations. While we would normally compare complaints trends to the same time last year, in light of COVID-19, such comparisons have little or no value.

Figure 1: Complaint activity



### Customer complaint issues

Customers identified 7,256 different issues associated with the 3,749 complaints opened in the last quarter. This was a decline of 15.8% on the previous quarter when 8,618 issues were identified.

The significant drop in complaints where customer service was identified as an issue was noted last quarter and this trend continued this quarter. Complaints involving poor customer service declined by 16.8% from the previous quarter. The customer service issue ‘failure to respond’ was up slightly, 12.6%, from last quarter with 348 complaints this quarter, probably due to the difficulties that retailers encountered due to COVID-19. These numbers reflect well on retailers and their commitment to service customers through difficult times.

Disputed high bill complaints numbered 1,285, a decrease of 11.7% on the 1,455 received in the previous quarter. This issue continued to be the most significant billing issue, representing 17.7% of all issues raised this quarter.

We have been monitoring complaints relating to payment difficulties to gauge the impact of the AER Statement of Expectations. We had 190 complaints about payment difficulties, a drop of 50.9% compared to last quarter. Last report we said we expected an increases in these complaints however retailers’ commitment to supporting their customers has been extremely positive.

There were two new issues in the top 10 list this quarter. Customers seeking assistance in receiving refunds accounted for 142 complaints this quarter compared to just 95 last quarter. This reflects the financial situation of many customers where delays in refunds are causing greater distress than in normal times. EWON also received 141 complaints relating to delays in meter exchanges, a 14.6% increase over the previous quarter. This increase can be ascribed to difficulties related to COVID-19 and the restrictions associated with it.







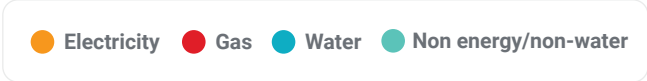
# Complaint activity

## Complaints received

**Figure 2:** Complaints received April - June 2020, including previous quarters

Figure 2 provides more detailed information about the number of complaints received from April - June 2020, in comparison to the previous four quarters.

Provider type	Apr-Jun 2020	Jan-Mar 2020	Oct-Dec 2019	Jul-Sep 2019	Apr-Jun 2019
 Retailer	2,658	3,457	3,764	4,105	4,127
Network	259	368	235	202	222
Exempt retailer	12	14	18	9	28
Not allocated	63	101	80	100	56
<b>Total</b>	<b>2,992</b>	<b>3,940</b>	<b>4,097</b>	<b>4,416</b>	<b>4,433</b>
 Retailer	520	658	755	898	835
Network	21	31	42	40	39
Exempt retailer	0	0	1	0	1
Not allocated	10	8	12	11	6
<b>Total</b>	<b>551</b>	<b>697</b>	<b>810</b>	<b>949</b>	<b>881</b>
 Retailer	99	129	118	142	116
Network	74	85	65	65	73
Not allocated	18	24	17	25	25
<b>Total</b>	<b>191</b>	<b>238</b>	<b>200</b>	<b>232</b>	<b>214</b>
 Non-energy/Non-water	15	22	20	9	23
<b>Grand total</b>	<b>3,749</b>	<b>4,897</b>	<b>5,127</b>	<b>5,606</b>	<b>5,551</b>





# Top 10 issues

April - June 2020

**Figure 3:** Top 10 issues for this quarter and previous quarters

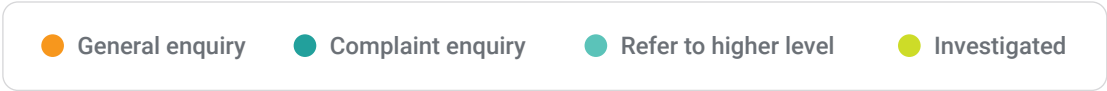
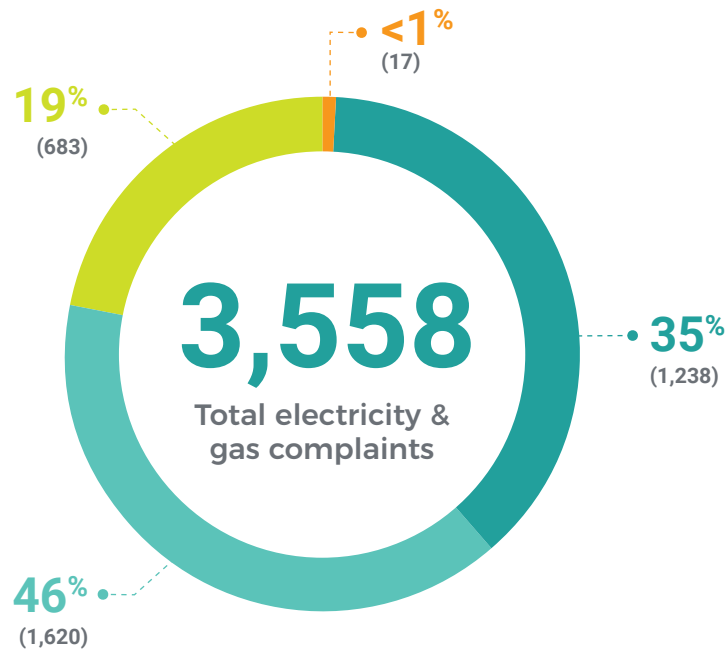
Primary and secondary issue	Apr-Jun 2020	Jan-Mar 2020	Oct-Dec 2019	Jul-Sep 2019	Apr-Jun 2019
<b>1</b> High, Disputed	1,285	1,455	1,862	1,731	1,587
<b>2</b> Poor service	604	726	1,079	1,113	1,130
<b>3</b> Estimation, Meter access/not read	437	434	513	412	443
<b>4</b> Opening/closing accounts	395	385	466	513	449
<b>5</b> Failure to respond	348	309	415	404	530
<b>6</b> Incorrect advice/information	263	305	382	388	343
<b>7</b> Payment difficulties, Current/ arrears	190	387	407	451	548
<b>8</b> Collection, Credit rating	174	184	210	307	245
<b>9</b> Refund or credit, Delay	142	95	99	71	78
<b>10</b> Delay	141	123	144	172	330
<b>Total number of issues per quarter</b>	<b>7,256</b>	<b>8,618</b>	<b>10,138</b>	<b>10,217</b>	<b>10,799</b>

● Billing    
 ● Customer service    
 ● Credit    
 ● Digital Meter Exchange



# Energy

**Figure 4:** Electricity and gas complaints by case category







# What kind of ‘behind-the-meter services’ does EWON receive complaints about?



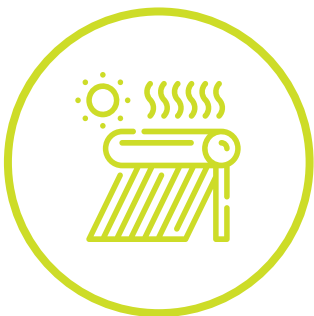
## Rooftop solar systems

which generate electricity for use in the home and export excess energy to the grid – the system generally includes solar PV panels, electrical wiring and an inverter.



## Home storage batteries

can be installed independently or as part of a rooftop solar PV system. It appears from EWON complaints that it is more common to have batteries installed with a solar PV system.



## Solar hot water heaters

which are installed in homes solely to heat water. There are various types of solar hot water heaters, for example, heat pumps, or conventional solar heaters (on the roof). Importantly, these systems frequently include a dedicated electricity, or gas connection, to the networks outside the home – to act as a booster when solar generation is low.



## Electric vehicles

involve behind-the-meter installations, such as devices for charging the vehicle at the customer's home. Some authorised energy retailers may provide specialised contracts, energy tariffs, and technical support for customers with electric vehicles.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## Complex products, affordability issues and unexpected outcomes

Behind-the-meter products like rooftop solar systems and home battery storage are a significant investment for any household. Complaints to EWON suggest that it can be difficult for customers to make an informed decision about the potential benefits of these systems. To do this, customers should not only understand the technical details of how the behind-the-meter products work, and whether or not their property is situated to take advantage of the product, but also the government subsidies that are offered by solar and battery companies, and the financial products that are offered to customers to make solar and battery packages appear affordable.

Customers often complain to EWON because their ongoing energy costs seem higher than before their rooftop solar or battery storage system was installed. Customers in this situation often feel misled by the solar or battery installer about the overall benefits of the package they purchased. Other customers are left resenting the loan repayments they are required to make for a system that fails to deliver the benefits they expected. It is important to note that the customer’s energy retailer is often left to manage the customer’s complaints, or affordability issues, when the behind-the-meter products fail to meet the customer’s expectations, even though the retailer had no involvement in their purchase or installation.



### CASE STUDY

#### Affordability: Financing for rooftop solar installations

A customer contacted EWON to complain about the performance and costs of her rooftop solar installation. Two years earlier, the customer had been offered a rooftop solar and financing package for her home by an independent solar installation company. The company provided the customer with information that led her to believe that her rooftop solar system would provide a benefit equal to an \$800 return each quarter. Based on this advice the customer also accepted an offer of finance that would cost \$600 a quarter in repayments. The customer complained to EWON that she felt misled by the solar installation company because the benefits she received from

the completed solar installation were closer to \$400 a year. A private electrician assessed the system and told the customer it was not performing to the correct standard. The customer contacted the solar installation company to discuss the issue but received no response. The customer advised EWON she was a single mother with three children and on a low income.

We explained that our jurisdiction only extended to the retailer managing her energy account and the distributor supplying energy to her home. We provided the customer with a referral to NSW Fair Trading to address her complaint.

[VIEW MORE CASE STUDIES](#)



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## Traditional retail energy market expected to deliver multiple benefits from behind-the-meter products

EWON recognises that behind-the-meter products are a significant factor in many of our complaints about electricity bills and services. Products such as rooftop solar systems and batteries are regulated as stand-alone consumer products, yet the retail energy market is responsible for delivering the ongoing financial benefits to customers. Retailers give customers credits for the energy generated by their solar system or battery, which is then exported to the grid. They also support customers by designing energy plans and electricity retail tariffs that accommodate rooftop solar systems, batteries or electric vehicles.

Energy retailers have also started providing a range of additional support services to customers with behind-the-meter technologies, clearly recognising this will provide them with a competitive advantage and help them sustain long term relationships with their customers. However, complaints to EWON show that the consumer’s lack of knowledge about the retail energy market, combined with high expectations about the perceived benefits of behind-the-meter technologies, often leave them disappointed by their electricity bills. For example, customers will often refer to the advertised solar feed-in rates available in the retail market when deciding to invest in

a rooftop solar system or battery. However, feed-in rates are rarely a fixed price component in retail energy contracts and can change at any time. The installation of a rooftop solar system may also change the usage rates, discounts and retail tariff structures available to the customer from their preferred retailer – and the rates available to solar customers may not be the same rates, discounts and tariff structures that were available to them as a customer without solar.

Most behind-the-meter products provide customers with access to real time data which allows them to monitor performance and benefits firsthand. Energy retailers also give customers access to online portals and mobile apps that provide data on their energy consumption and solar export. However, complaints to EWON show that customers would like to access the same real time information from their retailer about their consumption from the grid. Customers also tell us they are frustrated that the data provided by their behind-the-meter system does not reconcile with the data provided by their energy retailer. It has become almost impossible to separate a customer’s complaint about a high electricity bill from their expectations about the financial returns they should be receiving from their behind the meter



### CASE STUDY

#### Retail market: Retail tariff options

A customer installed a rooftop solar system and his electricity meter was upgraded to a digital meter. The customer contacted us after his recent bill showed that he had been changed from a single rate electricity tariff to a Time-Of-Use (TOU) tariff. The customer contacted his retailer to discuss the change and was told the TOU rate would be more beneficial. The customer advised the retailer that his wife relied on 24-hour medical support devices and that he did not consider a TOU rate to be beneficial. The retailer

agreed to place him back on a single rate tariff but his next electricity bill was still calculated using a TOU tariff. The customer complained that he had been promised that the billing would return to a single rate and that the customer service had been poor.

We referred the matter to the retailer for resolution at a higher level, with the customer’s agreement knowing he could return if he did not receive a satisfactory resolution.

[VIEW MORE CASE STUDIES](#)



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## Physical connections to the grid a key factor in delivering reliable renewable energy

While behind-the-meter products are sold to customers separately, complaints to EWON show that customers’ network connections can still be critical in the performance of these systems. Issues like local variations in the voltage supplied to the customer’s home can impact on the operation of the customer’s batteries, inverter or solar panels. While EWON has helped customers manage these issues, it is also

the responsibility of the solar or battery installer to identify potential problems with the network connection and advise the customer on these matters. If the installer fails to identify and resolve problems with the customer’s connection, it is likely to result in a complaint to the customer’s retailer or distributor, and EWON.



### CASE STUDY

#### Network connection: Voltage standards

A customer complained to EWON that he had not received a response from his energy retailer regarding reviewing his billing. The customer paid for a rooftop solar system to be installed and connected to a digital electricity meter. Four months after the installation was completed, the customer received a quarterly electricity bill for \$1,200 which was higher than he expected now that he was generating solar energy. The customer complained to the solar installation company whose technician attended the property to check the performance of his system. The technician advised the inverter for the rooftop solar system was automatically shutting down due to an increase in the voltage supplied through his connection to the network. The technician modified the operation of the inverter and recommended the customer contact his retailer about the high bills.

EWON contacted the customer’s retailer to clarify what steps had been taken to investigate the complaint. The retailer advised that the customer’s complaint had been referred to the distributor for investigation. EWON spoke again to the customer who confirmed that the distributor had visited and installed a device to monitor the voltage at his property. We contacted the distributor to confirm the outcome to their investigation who advised it had placed power quality data loggers at the customer’s

property on two occasions following the complaint. The data obtained showed that the voltage had climbed over time and was no longer inside the low voltage supply range of the network’s standards. The distributor scheduled a planned outage to perform work on the local transformer to balance the voltage supplied to each customer. This work would address the voltage issue affecting the customer’s inverter. The network technician also suggested that the top voltage setting on his inverter could be too low, and this could be reviewed by the solar installer.

EWON’s investigation also identified that the customer misunderstood the specifications of the rooftop solar system installed at this home. He considered he had paid for a 10kW system, and the distributor confirmed the capacity of his solar panels was 9.5 kW supported with an 8kW inverter. The distributor also noted that the solar installer had applied to the network to connect an 8kW system. As a goodwill gesture the customer’s energy retailer offered to ensure he received the pay on time discounts of \$1,396.54 for the disputed billing periods since his rooftop solar system had been installed. We also provided the customer with a referral to NSW Fair Trading if they had a complaint about the solar installer.

[VIEW MORE CASE STUDIES](#)



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## What complaints are outside EWON’s jurisdiction?

Behind-the-meter products are regulated through the Australian Consumer Law (ACL) and voluntary industry codes. EWON does not have jurisdiction to take complaints about the quality of behind-the-meter products, or the conduct of the companies that sell and install these technologies. This difference in regulation creates a tension between the rights of consumers on either side of the electricity meter. The regulatory framework for behind-the-meter products also results in gaps in the available consumer protections, particularly relating to dispute resolution.

In our submission to the Australian Energy Market Commission’s review of consumer protections in an evolving market, we noted that one important feature of energy specific consumer protections is that they provide direct protection for customers and end-users. This is critical. Many new energy technologies that are only covered by a code or the ACL, provide protections for the purchaser of the technology or the owner of the property where it is installed. However, the end user and energy account holder may be a tenant, flat mate or family member, all of whom also need consumer protections.

The gaps in dispute resolution are highlighted by a current systemic problem in NSW rooftop solar and/or battery systems being connected to electricity meters that are not designed to manage the electricity generated and exported to the grid.

This problem occurs if a customer purchases a new rooftop solar system or home storage battery and the customer’s

existing electricity meter is an old analogue model (or type 6 meter). If the new system is connected to the old electricity meter and the inverter is turned on, the electricity exported to the grid by the customer will not be registered by the customer’s meter and cause the meter to run backwards. This issue occurs either because solar installers do not understand the metering requirements for the rooftop solar systems, or because companies are rushing to complete the work before a compliant digital meter can be installed, or because of a failure in communication between the solar company and the customer’s retailer. This situation has three significant impacts on customers:

- They will not receive credits for the energy their system exports to the grid until a digital meter is installed at the property
- They will often receive unexpectedly high electricity bills based on estimated meter readings which do not account for the solar energy generated by their new system
- Customers may receive a defect notice from the distributor for a non-compliant meter installation.

This issue is a contributing factor to a significant number of complaints EWON received this financial year about digital meter exchange, estimated bills and disputed high bills. Whilst we have discussed the issue with NSW Fair Trading, our ability to appropriately address this systemic issue is limited by our jurisdiction, which only extends to the retail energy market.



## CASE STUDY

### Solar installer: Faulty installation

A customer complained to EWON that the solar panels for her rooftop solar system had been incorrectly placed over the skylight in her roof by the solar installer. The customer advised us that she had been referred to the solar installer by her energy retailer over a year earlier. The customer had attempted to contact the solar installer to have

the installation moved to a different location and has found out that the solar company has ceased operating.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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# Estimated bills

## High estimations

Complaints about estimated bills increased to 6% of all complaints this quarter from 5% in last quarter. A rule change in early 2019 which gave significant rights to customers to provide self-reads was expected to reduce complaints in this area of customer concern.

However, COVID-19 resulted in all distributors placing restrictions on reading and replacing meters for safety reasons, leading to the rise. This report highlights key aspects of this increase and provides insights into customer concerns which include:

- issues that arise when estimated bills are unacceptably high and the difficulty some customers experience in negotiating a more realistic bill
- customer impacts of estimated bills received due to COVID-19
- final bills being estimated, leading to customers disputing that estimate
- difficulties caused when faulty meters were not replaced and the resulting estimated bills.



## CASE STUDY

### High estimation on vacant property

A customer advised EWON that he had received an estimated bill for \$1,920 even though the supply address was vacant for most of the period. He said he had requested an actual read five times and the retailer had agreed to reissue the bill, but that had not happened, and he then received a disconnection notice.

An EWON investigation sought more information from the customer. We advised him that due to COVID-19 there were difficulties with meter reading and we asked whether he had provided a self-read. The customer informed us that the bill related to a period

between October and November 2019 and that he had a digital meter that was remotely read.

EWON then contacted the retailer and requested a hold on the disconnection. The retailer responded that the bill was for only one month and it could not identify why it was such a high estimate. It noted that the customer had told it that the property was vacant and agreed to cancel all estimated billing on the account. It then applied a billing adjustment and issued a final bill for \$80. The customer paid this bill and was happy with the outcome.

[VIEW MORE CASE STUDIES](#)



# Estimated bills

## COVID-19 impacts

### CASE STUDY

#### Customer concerned about others affected by estimated bills

A customer advised that he received an estimated bill for approximately \$471 that was based on the previous year's consumption, with an additional 13.4%. The bill had been estimated because the meter had not been read due to COVID-19. He thought the bill should have been approximately \$250, based on his self-read. He contacted his retailer and was advised that they could not assist because the distributor provided the meter data and added the extra 13.4%. He was also advised that following the

next actual meter read, the billing would be adjusted. He said he could afford this and did not want to progress the complaint further. However, he was concerned that the additional 13.4% charge would be incurred by other customers in his area who might not be able to afford it.

EWON talked with the customer about the rules for providing estimates and referred him to the Australian Energy Regulator to express his concerns. This case was treated as a complaint enquiry.

### CASE STUDY

#### Closed business unable to afford estimated bill due to COVID-19 restrictions

A customer advised that her restaurant shut in March 2020 because of the COVID-19 restrictions. She then received an electricity bill from her retailer for the month of April 2020 for \$1175.56, based on an estimated meter read. The customer considered the bill to be high as the only electricity being used was for a single fridge. The customer said she provided a meter self-read however the retailer did not accept this. She also said the retailer required her to pay all of the account, which she could not afford, before it would establish a payment plan. The customer contacted EWON when she received a disconnection warning notice.

When EWON investigated, the retailer placed a hold on the account and said that the notice had been issued in error. It said that it had received updated data from the distributor and the estimated bill would be reissued and that this reissued bill would be significantly less than the estimated one. It also said that it would offer an affordable payment arrangement to the customer if she could not afford the new bill. EWON provided this information to the customer and encouraged her to recontact EWON if she could not negotiate an affordable payment plan. EWON noted that the retailer's initial response was not in line with the AER Statement of Expectations.

[VIEW MORE CASE STUDIES](#)



# Estimated bills

## Estimated bills for final reads

### CASE STUDY

#### Issues with amended estimated reads from the distributor leads to complaint

A customer returned to EWON in late April from a referral to her retailer at a higher level. She requested further assistance as she was dissatisfied with her retailer's complaint handling process.

She advised EWON she had received a high estimated bill twice for her electricity despite her property being vacant as she was preparing it for sale. Her latest bill was a final bill for \$667.

Her retailer advised us it was in the process of re-billing the customer, and the high estimated bill had to do with issues having the estimated reads adjusted

by the distributor. The usage had been adjusted significantly from over 2,000 kWh to under 150 kWh. The retailer sent us a copy of the amended bill.

After receiving adjusted reads from the electricity distributor, the retailer amended and reissued the final bill on 5 May 2020 for approximately \$140. The customer declined the retailer's offer of a \$50 customer service gesture and instead requested an apology letter which her retailer agreed to issue in five business days. The complaint was finalised on this basis.

### CASE STUDY

#### Advocate required by provider to give actual read to close account, but another solution found

An advocate contacted EWON in late April acting for her aunt, the customer. The customer was terminally ill and had been in hospital and respite care since October 2019. The customer would not be returning to the supply address which remained unoccupied. When the advocate arranged for the retailer and a field officer to attend the premises in December 2019 to have an actual read taken and supply disconnected to facilitate closure of the account, the field officer did not attend. Arranging access greatly inconvenienced the advocate who was required to take her children out of school and have two days off work as the customer's residence was three and a half hours from where she lived. She also considered the most recent estimated bill to be overestimated at \$490 plus there was a \$20 fee for the special meter read that had not occurred.. She said an actual read was not required

given COVID-19 and the difficulty in providing access, and that she would be happy to pay the \$270 amount she paid for an earlier estimated bill the customer received.

In resolution of the complaint, the retailer offered to waive the special meter read fee of \$19.26 and to apply a credit of \$250 to the account to facilitate resolution. This reduced the outstanding balance from approximately \$510 to \$241. The retailer indicated it would close the account but it was concerned about any further consumption on the site. The advocate was happy with this resolution and indicated that she would turn off the power at the main switch to ensure that there was no further consumption until a final read could be taken.

[VIEW MORE CASE STUDIES](#)





# Estimated bills

## Estimated bills due to faulty meter



### CASE STUDY

#### Issues with amended estimated reads from the distributor leads to complaint

The customer lived in a community housing unit and had held a gas account with his retailer since moving to the property in December 2001. The retailer advised him that his meter had been estimated since 2013. He considered his bills were overestimated and provided a self-read to the retailer, however his bills were not adjusted. The customer was asked to provide a photo of the meter reading but, he did not have phone with a camera, and could not send emails, which he felt was a disadvantage. The customer had a photo of the meter reading provided by a technician that attended on 27 November 2019 and 21 January 2020.

EWON contacted the retailer and established that,

based on the customer's selfread, the hot water meter was not registering consumption and needed to be replaced. The retailer adjusted the customer's estimated hot water usage to reflect a reasonable level. It also rebilled the account for the period 8 April 2018 to 6 April 2020 resulting in a credit balance of \$478.28. It then applied a credit of \$287.45 to the account for the period 24 September 2014 to 7 July 2017, which was the difference between the billed and adjusted data. The retailer also offered a customer service gesture of \$150.00 which resulted in a credit balance of \$940.73. The customer acknowledged that his meter needed to be replaced and this would occur once COVID-19 restrictions on entering properties is lifted.



### CASE STUDY

#### Level 3 investigation

The customer resides in a rental property and established a gas account in 2017. She advised that she received estimated bills from February 2017 until July 2019, because the meter had not been read. She contacted her retailer in July 2019 and was advised that the previous bills were underestimated and a back bill was issued to recover charges for nine months based on the meter read provided by the distributor. She considered the back bill to be incorrect and unreasonable.

EWON contacted the retailer and was advised that the customer was receiving estimated bills from the start of the account, however an actual read was obtained on 2 July 2019 and a catchup bill was issued. A further read was obtained on 30 December 2019, which showed usage was higher than the estimated consumption between 23 February to 2 July 2019. The retailer offered to reduce the bill

by \$300, however this was declined by the customer. EWON also contacted the distributor, which noted that the customer's hot water consumption was high and could be attributed to a faulty meter. As part of EWON's investigation it was also noted that the retailer had billed the most recent bill on a reading of 524 units however the distributor's reading was an estimate of 495 units.

During EWON's investigation the customer closed her account. The distributor agreed to adjust the gas usage based on historical data, reducing the customer's account balance from \$1,597.51 to \$165.19 and said that a new meter would be installed once the current COVID-19 restrictions are lifted. The distributor also indicated that once the meter was replaced an additional billing review would occur if it is beneficial to the customer.

[VIEW MORE CASE STUDIES](#)



# Private electricity poles

The issue of private electricity poles carrying low voltage electricity supply located on private land has a long and complex history. In the majority of instances, the locations for these electricity poles were decided by the predecessors of the current licenced distributors in New South Wales. Many private electricity poles have historically been inspected and maintained by distributors at no cost to the customers supplied by these assets. The approach to managing private electricity poles by distributors varies across the different network areas in NSW.

EWON has received and managed complaints about the responsibility for maintaining private electricity poles for decades. The substance of these complaints continue to revolve around the same core issues, namely, that customers who have resided at properties for many years had no knowledge of their responsibility for the poles,

customers had historically made no financial contribution to the establishment and maintenance of the poles, and that occasionally poles located on or near private land that were once maintained as a network asset are subsequently marked as private with a new identification plate. However, the regulatory environment has changed over time, and distributors are no longer able to continue providing free services to a customer's private connection assets. What is clear from the complaints EWON has recently received is that the customers consider they have not been given reasonable notice of their responsibility for poles and wires that they long assumed to be a network asset. It is also clear that this is a significant affordability issue, particularly in communities already struggling from the financial pressures of bushfires and long-term drought, and we welcome the move by distributors to provide programs to assist customers in financial hardship.



## CASE STUDY

### Distributor notifies customer of required repairs

A customer advised EWON that the power line at her property had come down and landed in her swimming pool. The customer initially contacted emergency services and the distributor attended to assess the damage. The distributor advised her that it could not complete rectification work on the power lines because the connected pole was a private electricity asset. The distributor advised the customer to arrange for an electrician to repair the fallen electricity line. The customer noted that she did engage an electrician and the work had been completed. The electrician advised her that the electricity pole was rotting, unsafe and a cherry picker was required make the repairs. The electrician advised that the pole would need to be inspected and repaired or replaced. The customer contacted the distributor again about the pole which was located on her neighbour's property, but she was told that it does not inspect private poles. The customer contacted her local who contacted the distributor on her behalf. She was told that private poles were the responsibility of homeowners and she was referred to EWON. The customer complained to us that she did not consider

the pole to be a private asset because it serviced multiple properties.

EWON contacted the distributor to confirm the details of its response to the complaint. Following the referral from the customer's local MP, the distributor had an engineer contact the customer and assess the status of the pole. The engineer confirmed that the pole was located on private land and not a network asset, and the distributor confirmed that the repair and maintenance of the pole was a shared responsibility for each customer connected by the asset. EWON contacted the customer to confirm the advice provided by the distributor. The customer advised that she had lived at the property for 25 years and considered that during that time the distributor had owned and maintained the pole. EWON spoke to the distributor again who clarified that it had historically maintained low voltage electricity poles on private land, however, this policy had changed in 2003-2004, and notification would have been sent to residents. The distributor no longer had record of this correspondence. The information obtained by EWON was provided to the customer in writing.

[VIEW MORE CASE STUDIES](#)



# Embedded networks

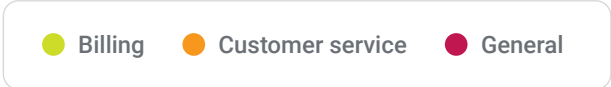
This quarter EWON opened 91 complaints and closed 87 complaints from customers whose electricity or gas is supplied through an embedded network.

**Figure 5:** Cases opened and closed



**Figure 6:** Top 10 embedded network issues

Primary and secondary issue	Apr-Jun 2020
1 High, disputed	23
2 Poor service	16
3 Failure to respond	9
4 Format	8
5 Opening/closing account	8
6 Energy/water	7
7 Delay	7
8 Error, other	6
9 Error, payment/deduction	4
10 Tariff, feed-in	4





# Embedded networks

## Rooftop solar systems in embedded networks

Rooftop solar systems and home storage batteries are a significant investment for any household. The expectation is that these products will deliver the customer with long to medium term financial benefits through reduced energy costs within the home. The complaints we receive highlight that these behind-the-meter products are far from simple, and customers should understand all the factors that must be managed to obtain the best financial outcome. For example, customers should be aware of the connection requirements for these systems, such as metering upgrades and network connection restrictions for small generators. Customers should also be aware of the role that energy retailers play in providing some of the financial returns from the energy generated by a rooftop solar system or batteries, and how the structure and discounts of energy plans might be different from plans without solar.

Behind-the-meter products can carry even more complexity when installed within an embedded network. We have noted

a general increase in the number of embedded network complaints over the last year. This is due to a range of factors including our efforts to bring more exempt entities into EWON membership, and an increase in the number of authorised retailers taking over the retail services within existing embedded networks. We have seen a corresponding increase in customers complaining about behind-the-meter services within embedded networks. Typically, this appears to involve customers who live in residential parks that are set up as retirement villages or over 55's communities. In these communities, residents own their own home and lease the land or site where it is built. Residents in these communities who choose to install rooftop solar systems rely on the advice they receive from solar installers and the park operators. However, park operators are not generally experts in energy products and some solar installers appear to fail to provide accurate advice to consumers and/or do not make the appropriate declarations to networks.



### CASE STUDY

#### Residential park customer not receiving credits for solar energy exported to the embedded network and the grid.

The customer was a permanent resident of a residential land lease community and owned a home with an existing rooftop solar system installation. She had two electricity meters, one for the solar export and one to record her electricity usage. She complained to EWON that an authorised retailer recently took over responsibility for billing customers for their electricity accounts within the embedded network. Previously, the electricity charges for residents were administered by the residential park operator. The customer advised EWON that the retailer was refusing to provide residents with credits, or a reduction in charges, for the solar energy

generated and exported from their rooftop systems into the embedded network and the grid. The retailer advised customers that a net electricity meter must be installed before solar credits will be added to the bills. The customer noted that the electricity meters were read by the park operator, who passed the meter readings to the retailer. She advised EWON that the park operator is attempting to resolve the issue but she was now overdue on her electricity account.

We referred the matter to the retailer for resolution at a higher level, knowing he could return to EWON if an agreed outcome could not be negotiated.

[VIEW MORE CASE STUDIES](#)

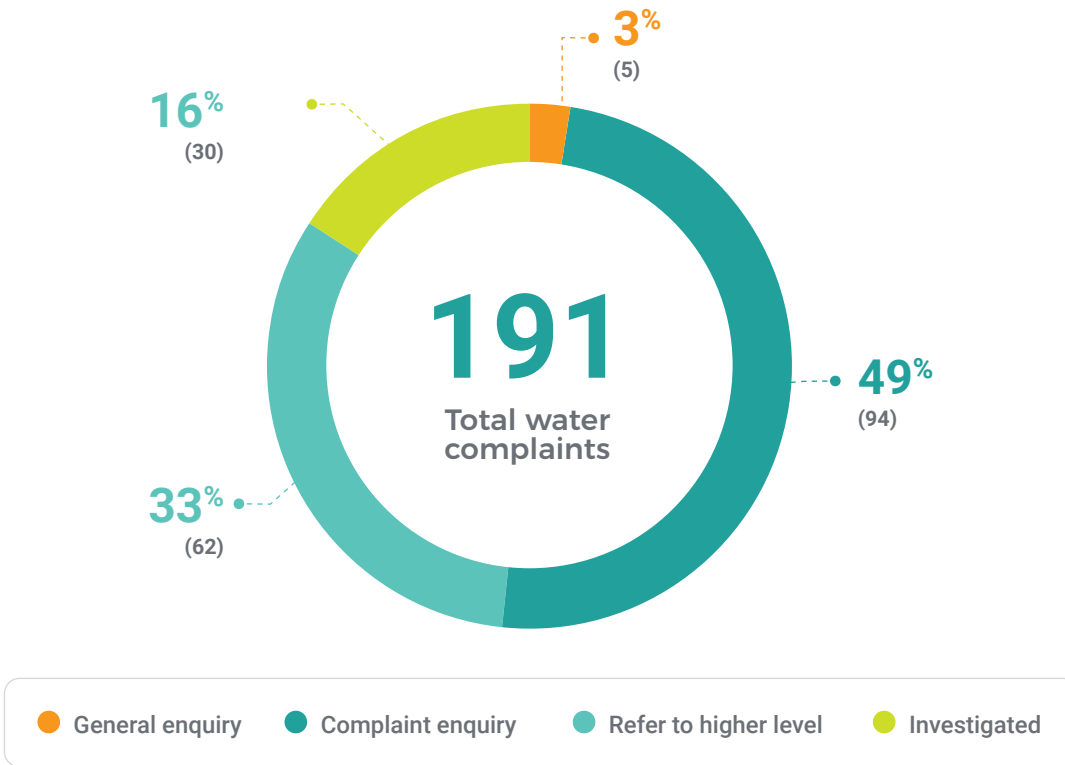


# Water

The number of water complaints received this quarter (191) decreased by 20.2% compared to last quarter (238).

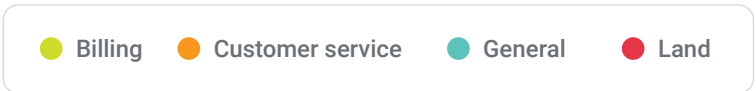
High bills continue to be the biggest issue for water customers who contact us. Other complaints about water providers relate to customer service and maintenance of network assets, as seen in the table below.

**Figure 7: Water complaints**



**Figure 8: Top 5 water issues**

Primary and secondary issue	Apr-Jun 2020	Jan-Mar 2020	Oct-Dec 2019	Jul-Sep 2019	Apr-Jun 2019
<b>1</b> High, disputed	40	44	42	50	38
<b>2</b> Energy/water	30	32	30	31	28
<b>3</b> Failure to respond	26	28	33	29	33
<b>4</b> Poor service	25	33	38	34	29
<b>5</b> Network assets, maintenance	17	14	27	18	14





# Water issues

## Impact of COVID-19 on water customers

As the impacts of the COVID-19 pandemic continue to evolve around us, our water members and their customers are also negotiating these issues. The following case studies highlight how some of our members are responding to customers entering financial hardship for the first time, and how the pandemic has made essential services to the home more critical than ever.

### CASE STUDY

#### Customer seeking financial assistance due to COVID-19

A customer complained to EWON that she was unable to book an appointment with her local community agency to access advice about paying her water bill. The customer advised EWON that she was a single mother with three children and had lost her job two months earlier. The customer noted she had been shortlisted for three jobs since that time but had recently been advised that all three positions were now on hold due to the COVID-19 lockdown. The customer was trying to apply for Commonwealth assistance through Centrelink, but was having

difficulty completing the applications and speaking to someone that could help. The customer called her water provider to obtain financial assistance and she was offered \$300 under the provider's Payment Assistance Scheme. The credit first needed to be assessed and signed off by a community agency.

EWON provided the customer with a list of alternative community agencies that could provide her with an assessment for credits under the water provider's scheme.

### CASE STUDY

#### Unplanned water outage leaves customer without water during COVID-19 lockdown

A customer advised EWON that her home had been without water supply for three days after the whole suburb had been affected. She had been in contact with the water provider and was told that technicians would attend and reinstate the water supply. She said that the water had now been running since early that morning, but the water pressure was very low. The customer complained that she had spoken to the water provider three times and each time she was given a new timeframe to rectify the problem. The customer advised there was not enough water to shower and was considering finding emergency accommodation, as local amenities with bathrooms such as gyms had closed due to the COVID-19 pandemic.

We contacted the water provider to clarify what

action was being taken to resolve the issue. The water provider advised that the water outage involved complex repairs as the main broke in another location which extended the outage. It contacted EWON the following day and confirmed that the water supply had been restored to the property. We wrote to the customer, after not being able to contact her by phone, advising that repairs to the water mains were completed the day after she contacted us, with water pressure being restored to her premises. We noted that the customer was entitled to a rebate of \$40 in circumstances of an unplanned water service interruption greater than five hours under the water provider's connection contract. EWON advised the customer that the \$40 rebate would be applied automatically to her account and appear on her next bill.

[VIEW MORE CASE STUDIES](#)



# Water issues

## Water complaints from tenants and landlords

In NSW, only property owners can hold an account with licenced water providers. This framework for managing water accounts makes difficult for tenants to resolve disputes about water bills or services. The following case studies illustrate how the relationships between water providers, tenants and landlords adds a further complexity to dispute resolution.



### CASE STUDY

#### Tenant makes payment to water provider in lieu of rent due to dispute with landlord over water leak

A customer contacted us to complain about a water bill she had received for \$1,248.54 with a disconnection warning notice. The customer was a tenant and paid for her water usage directly to her real estate agent. She complained that there had been a water leak at her property and her landlord was aware of the issue. She believed that the leak was caused by work conducted by the water provider on the local water main. The tenant notified the local council and the water provider of the water leak and the issue was fixed. She was concerned that the water leak outside the property had also impacted her private water service as the shower in the granny flat had started leaking. The tenant had made multiple requests to her landlord to fix the problems but received no response. She also lodged an online dispute of the bill with the water provider on two occasions and received no response. She had paid a plumber \$394 directly and \$1,066 directly to the water provider to avoid disconnection.

We contacted the water provider to confirm what action had been taken and they advised that the tenant's payment had been received and her water supply was not at risk of being restricted. A deferral on any further collection activity was granted to allow the tenant to resolve the issues with her landlord. The water provider confirmed that its technicians had attended the property and fixed the meter tap which was located on the property and was part of her private water service. The water provider's customer contract included free repairs to the water service between the meter and the water main. The water provider noted that a leak to the tap which was located between the water main and the water meter would not cause an increase in consumption. We referred the tenant to the NSW Civil and Administrative Tribunal (NCAT) to resolve her dispute with the landlord. She advised us that she would continue to make payments directly to the water provider in lieu of rent until she received a response from the real estate agent.



# Water issues

## Complaints about water infrastructure

Complaints about the way the operation of water network infrastructure can impact customer property continues to factor significantly in the number of investigated water cases EWON manages each quarter.



### CASE STUDY

#### Customer complains about water pressure following a burst water pipe at the property

A customer advised us that a water pipe had burst under his bathroom vanity and caused damage to his house. A plumber replaced the burst pipes and installed a pressure reduction valve on the main tap to the house. The plumber advised the customer that the water pressure at the connection point to the water network was double what was recommended. The customer had complained to the water provider and the issue was not resolved.

We referred the matter to the provider for resolution at a higher level, knowing he could return to us if an agreed outcome could not be negotiated.

The customer returned to EWON as after receiving no response from the referral. We contacted the water provider to help find a resolution to the complaint. The water provider advised us that it had reviewed

the water pressure to the customer's property and confirmed the average pressure as 70 metres head. The water provider noted that its network is regulated to a minimum pressure of 15 metres head. However, the water provider also noted that there is no regulated maximum pressure for the network. It advised that the average water pressure across the entire network is between 45 to 50 metres head.

The water provider explained that its initial response to the customer's complaint was to recommend that he should claim against his insurance for any damage caused by the burst pipe. The water provider had also provided the customer with a Notification of Incident form to claim for any uninsured loss. We wrote to the customer recommending that he submit a claim for any damage to the home not covered by insurance.

[VIEW MORE CASE STUDIES](#)





# Stakeholder meetings

Meetings	Attendees
NSW Fair Trading	Deputy Ombudsman, Manager Policy & Research, Manager Communications & Outreach, Investigations Manager
ECA Consumer Reference Committee Meeting	Ombudsman
AER meeting with Ombudsman Schemes re Statement of Expectations	Ombudsman, Manager Policy & Research
ANZEWON Meeting	Ombudsman
ANZEWON Meeting	Ombudsman
ANZEWON Expanded Jurisdiction meeting	Deputy Ombudsman, Manager Governance, Policy Officer
ANZOA Executive Committee Meeting	Ombudsman
AEMC, AER, IPART and DPIE	Deputy Ombudsman, Manager policy & Research, Manager Governance, Policy Officer
The CEO Institute - Syndicate 78	Ombudsman
ANZEWON Meeting	Ombudsman
ANZEWON and Amaysim/Click Energy	Ombudsman
ECA Consumer Reference Committee Meeting	Ombudsman
EWON Operational Advisory Group meeting	Deputy Ombudsman, Manager policy & Research, Manager Governance, Member Liaison Officer
ANZEWON Expanded Jurisdiction catch-up	Deputy Ombudsman, Manager Governance
NSW Fair Trading	Deputy Ombudsman, Manager Policy & Research, Manager Governance, Manager Communications & Outreach Investigations Manager
Events/Conferences	Attendees
SOCAP Vulnerability Forum	Community Engagement & Investigations Officer, Investigations Officer

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## Case studies

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# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Complex products, affordability issues, and unexpected outcomes

## Rooftop solar outcomes not meeting expectations

A customer living on a large property shared by three families had invested in a rooftop solar system with 80 solar panels to offset their electricity consumption. At the time, the solar installer advised him that a rooftop solar system would offset their energy consumption by approximately 75%. The customer contacted EWON, two years later, to complain that the rooftop solar system had only reduced his energy bills marginally or were the same as before the system was installed. The customer had contacted their energy retailer and was told that all their billing was based on actual readings of their electricity meter. The customer followed all the retailer’s advice and their bills remained high. An independent electrician had also checked their appliances and advised them that their electricity charges should be lower.

Our investigation reviewed all the available information relating to the billing of the account, including the data obtained by the meter data provider. EWON confirmed that the customer had been billed correctly by the retailer based on actual readings of their electricity meter. EWON’s review also identified that the customer’s rooftop solar system was generating and exporting significant amounts of energy to the grid. However, most of the customer’s electricity usage was registered by the meter at times of day when the rooftop system was not generating electricity. We provided the customer with detailed written advice about their electricity usage and exported solar energy. We also suggested that the customer speak with their retailer about their current energy usage profile and whether there were alternative energy plans that may optimise the use of their solar generation.

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## Disputes that cross both sides of the meter

A customer purchased rooftop solar panels with battery storage from her energy retailer at a cost of around \$8,000. The customer advised EWON that, following the installation, she received two reduced electricity bills followed by a bill that was higher than expected. The customer considered that the system was not delivering the benefits she expected when making the investment. She complained to her electricity retailer which explained that the high bill was due to winter electricity usage.

We referred the matter to the retailer for resolution at a higher level. The customer returned to us as the complaint remained unresolved. EWON contacted the retailer to confirm the outcome to its investigation of the complaint. The retailer advised us that a technician had attended the customers home to check the system. The technician initially found that the battery was not correctly connected to the rooftop solar system and electricity meter. The battery was reconnected but following that action the customer had reported that the battery stopped working again. The retailer’s technicians attended the property again and found that the system was working correctly. EWON noted that the customer felt the system was still not operating effectively. The retailer offered the customer \$200 credit to her account to cover the cost of an independent electrician to check the system. The customer accepted this offer to help resolve the matter.

The customer then contacted us again after receiving advice from an independent electrician. The electrician advised her that the battery was operating as expected but the system was not working correctly. After further discussion with the customer, EWON identified that the customer had paid to install additional panels after the system was installed by the energy retailer. It was apparent from the electrician’s advice that the existing inverter was not operating efficiently since the additional panels were installed. EWON advised that the customer would need to speak with the company that installed the additional panels. As the independent solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Complex products, affordability issues, and unexpected outcomes

## Misleading information from solar installer

A customer accepted an over-the-phone offer from a solar installation company to purchase a rooftop solar system. The customer was offered finance to cover the installation. She advised the solar company that she could not afford to pay any more for electricity. She complained to EWON that she was told she was eligible for an Australian government grant and the minimal payment she would make would be covered by the benefits of the solar system over time. The customer agreed to a finance package involving repayments of \$94 a fortnight for four years, equal to about \$9,800. The solar company advised her that the total cost of the system without government subsidies would have been \$20,000. The customer had recently received the first electricity bill following the completed solar installation. The electricity bill totaled \$1,600 and only included \$17 of credits for the solar energy exported to the grid. The customer complained that her bills had increased since installing solar, rather than decreasing as promised. The customer emailed the solar company to ask why she had not seen a reduction in her electricity bills and the company said the benefits of the system depend on how the household uses electricity. The customer felt misled by the original advice she received from the solar company.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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## High bills after installing a rooftop solar system

A customer complained to EWON that she continued to receive electricity bills of around \$1,000 per quarter for the last three years. The customer now lives alone at the property after her son moved out 12 months earlier. The customer paid to have a rooftop solar system with 21 panels installed when her son moved out. The customer expected her usage to decrease after the solar system was installed and advised that she only received solar credits of \$21 on her last bill. She spoke to her solar installer but received no assistance. The customer contacted her retailer to discuss the high bills and was told to speak with the installer. The retailer also advised that it would cost \$500 to have her electricity meter tested. The customer and her retailer agreed to a payment plan of \$200 a fortnight but the amounts debited from her bank account have been erratic and she had received late payment fees.

We spoke to the customer about her electricity usage and discussed the electrical appliances in the home. We referred the matter to the retailer for resolution at a higher level with the customer’s agreement knowing she could return if she did not receive a satisfactory resolution.

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## Maintenance of rooftop solar system

A customer contacted EWON to obtain advice about the rooftop solar system he installed at his property. He complained that the solar installer advised him that his panels were not operating effectively due to overloading on hot days. The customer was told to pay extra to modify the installation. The customer asked the installer to move the location of the panels, but this was refused because the panels were wired in place. The customer was on a government pension and could not afford to to modify the system.

We provided the customer with a referral to NSW Fair Trading to discuss his complaint about the solar installer.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Complex products, affordability issues, and unexpected outcomes

## Network tariffs

A customer contacted EWON six months after installing a rooftop solar system at his business premises. The customer complained that since the solar was installed he received one quarterly electricity bill for \$478 and a monthly bill for \$708. He said that the electricity bills for the business had increased following his investment in rooftop solar. The customer advised that his electricity usage for the business was now calculated based on a new tariff structure. The changes to his tariff included an increase in the service availability charge from \$1.9965 per day to \$8.44519 per day. The customer further explained that in his most recent monthly bill the service charges had increased to over \$200. He had contacted his retailer several times over the previous months and it had promised to investigate but the customer received no response.

We referred the matter to the retailer for resolution at a higher level. The customer returned to EWON after the retailer explained that the new tariff structures would not change. We contacted the retailer to confirm the outcome of its investigation. The retailer advised that the network tariff assigned to the customer’s premises was changed by the distributor due to the reconfiguration of his electricity meter to accommodate rooftop solar. The retailer therefore changed the tariff used to calculate the customer’s bill which included an increased daily supply charge. The retailer apologised for the customer service experience and offered the customer a credit of \$100 to the business account as a goodwill gesture. We passed this information to the

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## Traditional retail energy market expected to deliver multiple benefits from behind-the-meter products

### Feed-in rates and marketing

A customer advised EWON that he switched to his current retailer after being offered a 12-month fixed rate contract. The customer selected the offer because the retailer verbally confirmed that the solar feed-in rate of \$0.125/kWh was also fixed for 12 months. Three months later the customer was notified that the feed-in rate would be reduced to \$0.105/kWh. The customer complained to his retailer that he felt misled by their marketing team. The retailer responded to the customer’s complaint by offering him a \$50 credit as a customer service gesture. The customer complained to EWON that the retailer’s resolution offer did not equal the value of the lost feed-in rate or address the poor customer service he experienced.

We referred the matter to the retailer for resolution at a higher level. The customer returned to us after his complaint remained unresolved. After contacting the retailer to discuss the complaint we were advised it had reviewed the voice recording of the agreement with the customer. The retailer considered its operator clearly explained the rates would be fixed for 12 months. The feed-in rate of \$0.125/kWh was correct at the time the offer was made to the customer and this rate was also published on the retailer’s website. The retailer’s solar feed-in rates were not part of the fixed rates offered to the customer. The retailer apologised for any misleading information provided to the customer and also offered the customer \$140 credit to his account which was estimated to make up for the reduction in the solar feed-in rate over a 12-month period. The customer accepted this as a resolution to the complaint.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Traditional retail energy market expected to deliver multiple benefits from behind-the-meter products

## Retailer breaches contract terms for electric vehicle energy plan

A customer purchased an electric car and accepted an electric car plan from an energy retailer of \$1 per day. The customer then received his first electricity bill from the retailer which he considered to be high and did not reflect the energy plan he accepted. The customer called the retailer to complain about the bill and was advised that a new electricity meter must be installed before the plan could commence. The customer was disappointed that this was not clearly explained to him earlier so he could adjust his usage and use petrol in the car while waiting for the meter. The new meter was installed by the retailer with cabling to allow the meter to be placed in a new location. The customer complained to EWON that it had been two weeks and it was unclear whether his electric car energy plan had commenced. The customer had contacted the retailer three times and was told that an officer from its car team would call him back, but this never occurred.

We referred the matter to the retailer for resolution at a higher level. The customer returned to EWON as the complaint remained unresolved. The customer advised us that the retailer had agreed to replace his original three phase meter with two new three phase meters. The retailer installed a one phase meter to service his electric vehicle which caused the electricity supply to trip. The retailer removed this new meter and the vehicle was charging from the main electricity meter for his home. We contacted the retailer to clarify its response to the complaint. The retailer advised that when the customer accepted the electric car energy plan an off market submeter was installed to record the usage by the electric vehicle. The retailer would not reinstall the submeter after it was removed because it no longer offered the plan that the customer originally accepted. The retailer acknowledged the customer was no longer receiving the benefit of the \$1 per day electric car plan despite the 12-month contract automatically rolling over for an additional year. The retailer offered the customer a credit of \$500 to cover the lost benefit of the plan based on an estimated usage for the car of 8kWh per day. We requested the meter data from the off-market submeter to review how the customer’s car had previously used electricity when charging. EWON’s estimate of the daily usage by the electric car was 43kWh per day. On that basis, the retailer revised their offer to credit the customer with \$3,000 to reimburse him for the benefits of the \$1 per day electric car plan. The customer accepted this offer as a resolution to the complaint.

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## The structure of energy plans available for solar customers

A customer advised us that he was a long-term customer of his current energy retailer and had recently accepted a new energy plan with a guaranteed discount of 25% off electricity usage charges. He wanted to receive a better offer for solar customers and noted that his current retailer had an energy plan for solar customers with a fixed feed-in tariff, but the plan did not provide any discount of the electricity usage.

EWON provided the customer with referral to [www.energymadeeasy.com.au](http://www.energymadeeasy.com.au).

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## Retail contract terms for solar (business customers)

A business customer accepted an offer from an energy retailer which included a feed-in tariff for energy generated by a rooftop solar system installed at the business’ supply address and exported to the grid. The customer contacted EWON after she was informed by the energy retailer that the contract she accepted contained a ‘negative returns clause’. The customer complained the contract term meant that if she exported more energy to the grid than her business consumed, she would have to pay the retailer for the energy exported. The customer considered that the contract placed their business at a disadvantage.

The customer provided a copy of the contract to EWON. We provided her with advice about the rules that apply to small customers for terminating a contract.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Traditional retail energy market expected to deliver multiple benefits from behind-the-meter products

## Customer compares data obtained from behind-the-meter system to data retailer from the electricity meter

A customer advised EWON that he was disputing an electricity bill issued by his energy retailer. The customer had a rooftop solar system with battery storage at his property and his system-generated data indicated he had used 27.6kwh in the first month and was 91% powered by solar generation and battery storage. The customer complained that he then received a monthly electricity bill for \$202 including 377kWh of usage in peak time periods. The retailer confirmed that the bill was based on an actual reading of the customer's electricity meter and offered the customer a \$50 customer service gesture to resolve the complaint. The customer did not accept the retailer's offer because it did not cover the difference between the bill and the data from his system.

We referred the matter to the retailer for resolution at a higher level, with the customer's agreement knowing he could return if he did not receive a satisfactory resolution.

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## Access to customer data

A customer recently completed the installation of a rooftop solar system and contacted his energy retailer to arrange connection to a digital meter. Following the work, the customer contacted his retailer to find out how to access his consumption data so he could monitor his ongoing daily usage and solar generation exported to the grid. The retailer advised that he could download an application to access the retailer's online customer portal. The customer was disappointed to discover that the online portal did not provide him with access to the data showing the amount of solar energy he has exported to the grid. The customer was also frustrated that he could not access the data in real time, only after 48-hours. The customer again contacted the retailer by phone and found the advice he received to be vague and unhelpful.

We referred the matter to the retailer for resolution at a higher level, with the customer's agreement knowing he could return if he did not receive a satisfactory resolution.

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## Changes to the customer's retail tariff reduces benefit from solar

A customer advised us that his retailer had notified him that his electricity rates would change on 1st July. The customer said that he invested in a rooftop solar system which was expensive, but he considered the cost would be covered over time by the solar feed-in credits. The customer complained that the price change notification indicated that the cost of his billing would increase and the return from his solar investment would decrease. The customer advised that the daily supply charges would increase by 12% and the controlled load charge by 11%. However, he noted that his solar feed-in rates will decrease by 30%.

We referred him to the energy offer comparison site [www.energymadeeasy.com.au](http://www.energymadeeasy.com.au). The customer accepted the referral but provided feedback that he found the site difficult to use.



# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Traditional retail energy market expected to deliver multiple benefits from behind-the-meter products

## Retail tariff options and marketing

A customer purchased a rooftop solar system from his energy retailer. At the time of purchase, he was offered a feed-in rate of \$0.25/kWh and a single rate of \$0.28/kWh for electricity usage. The customer accepted the offer because the tariff option suited electricity use at peak times. The customer's rooftop solar system was installed and connected. The customer then received an electricity bill which was calculated based on a Time-Of-Use (TOU) tariff at a peak rate of \$0.58/kWh. The customer called his retailer to complain about the change to his tariff structure. The retailer advised that when his electricity meter was exchanged to accommodate the installation of the rooftop solar system, the network tariff also had to change. The retailer indicated to the customer that it was the distributor's responsibility to notify him of the change and explain the new tariff. The retailer offered to amend his billing to reflect the rates he was originally offered. The customer agreed but the next bill he received several weeks later was still calculated based on a TOU tariff. He contacted the retailer again and was told there was nothing that could be done.

We referred the matter to the retailer for resolution at a higher level. The customer returned to EWON after the complaint remain unresolved. The retailer had offered the customer improved rates but could not guarantee what time period these would be applied. EWON contacted the retailer about the complaint. The retailer reviewed the complaint and advised us that its solar energy sales team did not factor in the network tariffs available for a digital meter when making the initial offer to the customer. The retailer also advised that the customer was not notified of the change to the tariff structure following the meter exchange. The retailer placed the customer on the tariff structure in the initial contract offer. The billing was revised, and the customer was offered a \$150 credit to the account as a customer service gesture. The retailer also noted that its assessment was that the customer would benefit from lower bills on the TOU tariff. The customer accepted this as resolution to the complaint and understood that his energy costs may continue to be higher on a single rate tariff.

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## Physical connections to the grid a key factor in delivering reliable renewable energy

### Damaged battery

A customer complained to EWON that he experienced an unplanned outage due to a network event. When the power was restored, the customer realised his rooftop solar system was not working correctly. The customer paid for an electrician to attend the property who found the system's battery was damaged. The customer submitted a claim to the distributor for the cost of the electrician and a replacement battery. The distributor responded four days later and declined to pay the customer compensation.

EWON contacted the distributor to clarify what steps were taken to investigate the customer's claim and the reasons for its decision. The distributor advised EWON that the interruption to the customer's power supply was the result of interference to the network by a possum. The distributor further advised that under the National Energy Retail Law, and its Deemed Standard Connection Contract, it was excluded from any liability for any loss of damage as a result of the total or partial failure to supply energy to a premises, including any loss or damage as a result of the defective supply of energy. EWON contacted the customer to discuss the distributors response. The customer accepted the distributors response and his system had now been fixed. The customer was unable to contact the solar installer as the company had gone into liquidation.





# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

Physical connections to the grid a key factor in delivering reliable renewable energy

## Voltage standards

A customer complained to EWON that, following the completed installation a rooftop solar system at his property, the inverter indicated that that his system was not generating electricity. The solar installer advised him that the system was not faulty and the failure to generate electricity was caused by the electricity supplied to the property by the network. The customer notified his distributor and a technician was sent to monitor supply to the property. The technician advised the customer that there were power spikes in the area. Four months after the rooftop solar system was installed, he received notification from the distributor advising that the issue had been rectified. The customer lodged a claim with the distributor to be reimbursed \$421.62 for the solar electricity generation he missed due to the quality of the power supply to his property. The distributor declined the claim.

EWON contacted the distributor to clarify its reasons for declining the customer’s claim. The distributor provided EWON with a timeline of its investigation into the customers complaint and reasons for its final decision. The distributor received the initial complaint from the customer about his inverter cutting out due to the supply quality two months after the customer’s installation was completed. The distributor was unable to verify the voltage at the local substation, as the testing would result in a significant number of customers losing power at least twice, and there was a NSW-wide pause on all live works on the network due to worker safety. Two days after receiving the customer’s complaint, an engineering officer from the distributor contacted the customer to advise that a transformer tap change would be required to lower the supply voltage from the substation supplying his property and this had been requested. The distributor also provided the customer with information on how to alter the inverter to help with the issue while the work was being completed. The work was completed by the distributor one month later. The distributor noted that it had declined the claim as the issue was corrected and it was the solar installer’s responsibility to check the voltage levels before connecting a solar inverter. The distributor also advised that it was aware of similar customer issues with solar connections across the network. The distributor explained that it is planning to reduce the voltage at the zone substations by slowly migrating the network from a 240 volt standard to a 230 volt standard to address issues for customers with rooftop solar systems. EWON provided this information to the customer and explained that the distributor’s decision to decline the claim was consistent with its standard connection contract.

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## What complaints are outside EWON’s jurisdiction?

### Non-compliant metering

A customer had a rooftop solar system installed two months before contacting EWON. The customer complained to EWON that he had since received an electricity bill for \$1,178 from his retailer that he considered very high. The customer contacted his retailer and was advised that the solar installer had not notified the retailer of the new system or requested a digital meter. The customer advised us that the energy generated by the rooftop solar system was causing the existing meter to run backwards. The customer contacted the solar installer who advised they would action the application immediately. The customer then contacted the retailer after a short period and it was confirmed that the application for a digital meter was received. The customer’s energy retailer offered the customer a \$246 reduction on his latest bill as a customer service gesture, even though it was not at fault.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## What complaints are outside EWON’s jurisdiction?

### Non-compliant metering

A customer complained to EWON that a rooftop solar system had been installed at his property 18 months earlier. He advised that the solar installation company promised he would save thousands of dollars on his energy bills. The customer had also accepted an offer of finance, arranged by the solar installation company. The customer advised that the energy bills he was receiving 18 months later were much higher than expected. The customer contacted his energy retailer and was advised that the solar system was connected to a non-compliant electricity meter. The customer complained to the solar installation company which confirmed that it had not arranged for the correct electricity metering for the solar installation. The customer asked the solar installer to compensate them for the lost benefits due to the non-compliant installation. The solar company refused to accept the customer’s claim. The customer then stopped the loan repayments to prompt the solar company to respond to their claim, but the financial institution responded by automatically direct debiting payments from their bank account.

The customer wanted to be compensated or obtain a full refund. As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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### Non-compliant metering

A customer complained to us about the high electricity bills she received due to a delay in installing a digital meter at the property. The customer paid to have a rooftop solar system at her home, but the solar company did not advise her that the system required a digital meter to operate correctly. The customer did eventually contact her energy retailer and requested a digital meter. The retailer installed the digital meter nine months after the rooftop solar system had been installed and was operating. The customer also complained that it took three months for the energy retailer to complete the installation of a digital meter. The customer had now received three electricity bills totaling \$1,400 for the period she was waiting for a digital meter which she said placed her in financial hardship. The customer advised EWON that the retailer agreed to a payment plan of \$75 per week for the outstanding bills but this was not affordable. The retailer had refused her request to reduce the payment plan to \$50 a week.

We referred the matter to the retailer for resolution at a higher level, with the customer’s agreement knowing she could return if she did not receive a satisfactory resolution.

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### Unauthorised direct debits from solar company

The customer installed rooftop solar panels on his property several years ago through a solar installation company. The customer complained to EWON when he discovered the company was still automatically debiting his bank account. The customer has contacted the solar company but could not find anyone to help him as the company has gone into administration.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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# What kind of ‘behind-the-meter services’ does EWON receive complaints about?

## What complaints are outside EWON’s jurisdiction?

### Faulty product

A customer complained to EWON that a home storage battery installed by an independent solar company stopped working a month after the installation was completed. The customer advised EWON that after six attempts at making a complaint to the solar company he was told he would have to wait six weeks for a booking to fix the faulty battery. The customer contacted the company a final time and was told that it could not guarantee when a technician would be available as they were booked out for a long period of time.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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### Unauthorised direct debits from solar company

A customer contacted EWON two years after arranging for a rooftop solar system to be installed by an independent solar company. The customer opted to pay for the installation with finance offered by the solar company. The customer thought she had made the final repayment but was recently advised that there was still over \$4,000 owing. The customer complained to us that she was being asked to pay more money when she had received little benefit from the rooftop solar system. The customer also complained to her energy retailer who advised that it had not been notified that a rooftop solar system had ever been installed at her address. The customer called the solar company to confirm if they had registered the system with the retailer and network. The solar company could not confirm that they had completed this work because it could not access emails from two years ago. The customer advised EWON that she now had a digital meter installed and her complaint was about the poor service provided by the solar installer.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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### Faulty installation

A customer complained to EWON that their solar installer had failed to safely install their new rooftop solar system. After the initial work was completed, he noticed that the roof tiles had lifted where the solar panels were attached to the roof. The customer arranged for another contractor to check for any damage done to their roof. The contractor provided the customer with an extensive report which indicated that the solar installation was incomplete and dangerous. The customer then contacted the solar installer to have the installation work corrected. The solar installer has refused to return to the property because the work has been completed.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.

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### Damage to property

A customer complained to EWON that a solar installer damaged the roof to his house when installing a rooftop solar system. The installer broke a roof tile underneath the solar panels, and this caused a water leak which damaged a room below. The customer made several attempts to contact the solar company after discovering the damage and had not received a response. The customer had insurance to cover the internal water damage to the home but needed the solar company to urgently repair the damage to the roof and reinstall the solar system.

As the solar installation company was not within EWON’s jurisdiction, we provided the customer with a referral to NSW Fair Trading.



# Estimated bills

## High estimates

### Extremely high estimated bill direct debited from customers account

An advocate said the customer moved into a property in September 2019 and established an arrangement to direct debit \$130 a month towards the bills. She said that in January 2020 there had been a disputed bill for over \$1,000 which was reduced to approximately \$200. She then received a bill for April 2020 of \$3,218. The customer sent photos of the meter reading to the retailer but it advised that the photos were not sufficient. The customer then sent new photos, which included dates and times. The advocate said that on 4 May 2020, the customer contacted the retailer to dispute the bill and was advised not to pay the bills as they would be reviewed. She said the retailer advised in the same phone call they had received the new photos and would reissue a new bill in line with the photos submitted. The retailer then direct debited \$3,218.46 from the customer's account on the 11 May 2020, which severely impacted her financially. At this point the advocate approached EWON.

We contacted the retailer seeking information on the estimated bill and the bank withdrawal. The retailer explained that one photo (out of four) did not include the meter number and that when this was corrected it had a different date (by one day) from the other photos. Because of this, the photos had been rejected again. It recognised the financial distress the direct debit had caused and agreed to rebill the account based on the customer's self-read, refund \$2,797 and offer the customer \$100 as a customer service gesture. This outcome was communicated to the customer's advocate. She said that she was pleased with this outcome however she felt that this problem should have been resolved without EWON's investigation and that they were extremely unhappy with the retailer's customer service. She indicated that they would look for another retailer once they received the refund. EWON provided her with the details of Energy Made Easy.

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### Estimates \$600 bill for only three days of usage

An advocate advised that the customer established an electricity account on 27 November 2019 and that on 30 November 2019 the customer's property burnt down. The retailer was contacted that night to disconnect the power due to safety issues. The customer then received an estimated bill for 27 November 2019 to 30 November 2019 for approximately \$600. They considered this to be high for only three days consumption. The advocate said they had been following up with the retailer since December 2019, however they were advised that the billing was correct and for the correct dates, so they approached EWON.

The retailer advised EWON that the account was opened in October and that the original bill was to mid-January but that this had been rebilled, and that the customer now only owed \$195. When this was communicated to the customer's advocate, she disputed the opening date and was adamant that the account was only opened three days before the fire. When we returned to the retailer it identified that there were two records of quotes to the customer and that the second was in November. It could not explain this and offered to waive the balance. The advocate agreed to accept this offer and was happy for EWON to close the complaint on this basis.

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### Estimated bill for property destroyed by bushfires

A customer advised that she lost her property in the bushfires on 31 December 2019. She contacted her retailer shortly after this and was advised that the account would be closed, there would be no further charges and to call back to reconnect the account after the property was rebuilt. The customer then received a bill based on an estimated read, as the meter had burnt with the property and could not be read. This bill was for approximately \$500 which the customer disputed as it was too high. The customer said she had attempted to contact the retailer several times, however it had not returned her calls as requested. She then approached EWON to resolve this dispute.

When we contacted the retailer, it explained that the customer had been accurately billed only up to the last read, but that this amount had then been spread over a further four months, past the date the house had burned down, with extra supply charges added in. This occurred because the NMI had not been abolished when the meter was destroyed. The retailer offered to rebill up until the last actual read and provide a \$200 customer service gesture. This left the customer with a \$467 credit. The customer accepted this in resolution of their complaint.



# Estimated bills

## High estimates

### Customer back billed for period longer than allowed by rules

A customer said he had received electricity bills from his retailer based on estimated reads for the previous 12 months. He said his normal electricity bills were \$400 per quarter however the estimated bills were always higher. He then received a bill of approximately \$1000 for the period February 2020 to May 2020 based on an estimated read. He disputed the bill with the retailer which advised the increase may be due to the hot water system. He disputed this as the hot water system was only 12 months old and was working correctly. He lived in a one-person household with limited appliances, and said that there were no access issues with the meter. This matter was referred to the retailer at a higher level. The customer returned to us dissatisfied with the outcome of this referral.

The retailer identified that the last high bill was due to back billing for previous estimated reads due to adjusted data provided by the distributor, which it said was due to an illegal connection. Given that there was no access issue noted, EWON pointed out that a back bill to February 2018 was against the rules. The issue of an illegal connection was checked with the distributor which indicated this was an error. An adjustment of \$1,180 was then made, leaving the account with \$80 in credit. The retailer added a further \$200 to the account as a customer service gesture.

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## COVID-19 impacts

### Customer seeking information about estimated bills due to COVID-19

A customer contacted EWON because she received an estimated bill which explained that the meter had not been read due to COVID-19 and she wanted confirmation that this was legal.

We were able to explain the current situation regarding distributors and meter reading. We also encouraged her to take a self-read and provide it to the retailer. She said she was satisfied with the information provided. This case was treated as a complaint enquiry.

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### Customer has difficulty in providing self-read

A customer advised he had moved into his home seven months earlier and received two bills. The first he considered reasonable as it was approximately \$300 for the quarter but the following bill was \$1,857 which he considered too high. The bill was an estimation and he had been advised by the retailer that his meter could not be read due to COVID-19 restrictions. He said that he had provided self reads over the phone at the retailer's request, but no alteration had occurred. He was frustrated that after two months, no correction had been made. This complaint was referred to the retailer at a higher level for resolution. The customer then returned to EWON as his complaint remained unresolved.

The retailer informed us that the estimated bill was issued because there had been a dog on the premises. It also said that the customer's self-read had not been within the parameters and was rejected. We recontacted the customer with this information. He said he had never owned a dog and, with EWON's assistance, was able to arrange a photo of his meter which EWON sent to the retailer. The retailer then cancelled the two estimated bills and rebilled the account based on the provided meter data. This left the customer's account in credit for \$137. The retailer also provided a \$50 customer service gesture.



# Estimated bills

## COVID-19 impacts

### No access to meter due to COVID-19 restrictions

A customer sought EWON's assistance as she wished to transfer retailers but there had been no final meter read and the transfer request kept being rejected. The customer said that a meter reader had told her that her property was too remote for regular readings and she received estimated bills as a consequence.

We were able to facilitate a final read and the transfer was completed. The meter had not been read because the customer's house was within a National Park, which had been closed to all non-residents due to COVID-19.

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## Estimated bills for final reads

### Provider mistakenly considers COVID-19 as a legitimate reason for issues with a final estimated bill

A customer came to EWON to complain about a final estimated bill for one month for \$433, even though his usual quarterly bill was between \$250 to \$270. He had tried to raise this with his retailer however it said there was no access to the meter and only offered him a payment plan. He disputed the claim of no access. This complaint was referred to his retailer at a higher level. The customer returned to us as he was unsatisfied with the outcome. While his retailer offered a \$150 credit to his account, he considered this insufficient as his bills were historically much lower than the high estimated final bill.

When we contacted the retailer, its assessment was that the customer's move out date was when COVID-19 restrictions were in place, so a final meter read was unable to take place. However, we pointed out that the restrictions did not come into place until after he vacated the premises. It also said that the estimated usage was based on the same period in the previous year and was likely to be inaccurate as the customer had not lived in the property during that time. The retailer agreed to request the distributor to amend the estimated usage in line with previous consumption. It was then able to issue an amended bill for \$112 and offered to waive this amount as a customer service gesture.

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### Final estimated bill based on previous years despite premises being vacant

A customer closed her account with her retailer and received an email advising that a final meter read had been obtained. When she received her final bill, it was for \$454 of new charges and was based on an estimated read. She thought the bill was based on usage from the previous year, however this did not take into account times when the property was vacant. She also thought she was advised the meter read was not taken due to COVID-19 restrictions on distributor meter reading operations.

When EWON contacted the retailer, it indicated that the distributor had amended the estimated data. It said it was reissuing the final bill for \$255 and that it would offer a customer service gesture of \$155 which would reduce the amount owed to \$100. When this offer was communicated to the customer she was pleased with the result and indicated that she would pay the final \$100 the following day.

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# Estimated bills

## Estimated bills due to faulty meter

### Level 2

A customer advised EWON that she received an invoice for \$348.76 for the period 10 March 2019 to 8 June 2019 which she considered high and inaccurate as she only required gas for hot water. She also noted that she was away from the property for about six weeks. She was advised by her retailer that the hot water meter had not registered consumption since February 2018, resulting in estimated bills. She received additional invoices covering the period from June 2019 to December 2019 which she also disputed. Her retailer advised her that the meter needed to be inspected and might be removed and replaced. Many service orders were raised, however no one attended the premises. She was advised that some of the service orders raised were rejected due to administrative issues.

EWON contacted the retailer, which advised that the meter may need to be replaced, however a site visit occurred, and it was able to obtain a meter reading from the internal meter. The rebilled account resulted in a credit of \$686.90 and a further customer service gesture of \$100 was applied to the account.

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### Level 2

The customer, who lived in public housing and was in receipt of a pension, received a high gas bill from his retailer for \$682.37 for period 11 December 2019 to 9 March 2020. He advised that his bills had been estimated for many years and the current bill was higher than his previous billing. He advised that he had tried to resolve these issues in the past and experienced poor customer service.

EWON contacted the retailer and was advised that the meter needed to be replaced, however it could adjust the billing in the interim. The distributor provided amended data from 15 March 2019, however it noted that it is currently not able to replace internal meters.

The distributor further advised that once the meter was replaced, it would review the billing if it is beneficial to the customer. The retailer advised us that the account balance was \$552.50 and following the rebilling of the account and pay on time discounts, the account balance was in credit of \$56.68. The distributor also agreed to bill the account based on estimated usage of 100 litres per day, until the meter was replaced.

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### Level 3

A customer advised EWON that she frequently received estimated electricity bills because she had a dog, which caused difficulty with meter reads. She attempted to get a special read but was unable to be at home for an extended period, to allow access. She attempted to provide a photo of the meter reading, however her retailer indicated that the reading could not be used. The meter was read in October 2019 and she was advised that the reading was lower than her estimated usage and this may result in a credit balance on her account. She then received a bill for more than \$10,000 which she considered to be in error. She disputed the bill and was advised she would be contacted. She did not receive any contact and called back several times to follow up. She was eventually advised in an email that the meter had not been read since October 2018 and the bill was a catch up. She continued to dispute the bill and she was assured she would be contacted but this did not occur.

In EWON's investigation, the retailer advised that all bills were estimated, however the bill of \$10,906, was a rebill following a meter read. EWON reviewed the billing and requested historical data prior to the estimated bills. Our review of the billing established the account did not reflect the meter data and the customer was overcharged. The retailer had incorrectly applied the May 2018 reading which caused the meter to tick over. The retailer's original bill was \$14,406.73 based on 110,625 kWh, however the amended bill, in accordance with the meter data of 9,339 kWh, was \$2,911.70. This resulted in a credit balance of \$588.81.

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# Estimated bills

## Estimated bills due to faulty meter

### Level 3

A customer advised EWON that he had been receiving bills with estimated reads of his gas hot water meter for the last three years. He considered that the estimates were too high and did not reflect his consumption at the property. He provided a photo of his hot water meter in January 2020 and was advised by his retailer there appeared to be fault with the meter and that the distributor would check it. He said it had been two months and nothing had happened. He followed up with his retailer on numerous occasions but did not receive a response.

EWON contacted the retailer and was advised that due to COVID-19 the distributor had restrictions in place for most types of work. The customer provided a photo of the hot water meter reading and the distributor advised that based on the customer's reading the meter was not registering consumption. The retailer rebilled the account based on the distributor's revised hot water meter reads of 100 litres per day, which resulted in a credit balance of \$853.29.

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### Level 2

A customer advised EWON that his gas hot water meter was located under the kitchen sink. He received an estimated bill of \$2100 which he considered high. He advised that he contacted his retailer to arrange a special read in December 2019. This did not occur, and that he called numerous times, however he was told that notes from his previous calls were not recorded and the matter did not seem to be progressing.

EWON contacted the retailer and was advised that the customer's hot water meter was faulty, however due to COVID-19 restrictions, it was not in a position to have this meter inspection scheduled, and was unable to advise of a time frame. The retailer offered to waive the balance of \$1,451.50, as a resolution, which the customer accepted.

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# Private electricity poles

## Distributor notifies customer of required repairs

The customer had a private electricity pole on his property which had a cross arm that needed to be replaced. He complained to EWON that he was notified by the electricity distributor that he had to pay for the repairs to the private pole. The customer had complained to the distributor because he considered that the electricity pole was already in poor condition when the distributor changed its policy to pass responsibility of maintenance of private poles to customers. He obtained a quote of \$2,500 from the distributor for the required repairs. The customer could not afford the amount quoted by the distributor and he had not been provided any payment options. He advised us that he had asked the distributor for information about who could do the work and a list of recommended service providers. The customer noted that all the contractors he had contacted were not qualified to carry out the work. The customer told us it was unreasonable that the distributor's quote was the only practical option.

We referred the matter to the distributor for resolution at a higher level. The customer returned to EWON complaining that he had spoken to three electricians who advised they were unable to complete the work because the pole was part of the distributor's network. Two of those electricians were on a list provided by the distributor. EWON contacted the distributor to clarify their response to the customer's complaint. The distributor advised us that it had confirmed the pole was a private asset on multiple occasions through site visits. The distributor noted that it had carried out previous maintenance on the customer's private electricity pole prior to the changes to the rules and the change to their private asset management program. The distributor provided us with a copy of the maintenance and inspection records for the pole which showed it had been regularly inspected and some maintenance on the pole had previously been completed. The distributor directed the customer to the NSW government's list of Accredited Service Providers (ASP) to help find a level 2 ASP to complete the work.

The distributor acknowledged that the defect letter may be the first advice some customers receive that explains they are now responsible for maintaining the private electricity poles on their property. The distributor offered the customer an apology that he did not receive consultation prior to receiving the defect notification letter. The distributor advised that it did have a Customer Support Policy which provides for financial assistance to eligible customers for the cost of rectifying defects on private electricity defects. We provided the customer with this information, and advised the customer that if he could obtain a written report indicating that the pole was not a private asset, then we could investigate the matter further.

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## Distributor notifies customer of required repairs

The customer advised EWON that she had been notified by her distributor to engage an electrician to carry out repairs to the poles on her property. The customer complained that the electricity poles had been in the same state of disrepair for some time and that the distributor was requiring the work to be done now that the poles have become her responsibility. The customer complained to EWON that the whole area had been in drought for some time and she had been forced to lease the farm due to financial hardship. The customer advised us she was located 70km from town and the cost of the work required by the distributor would have a substantial financial impact on her family. The customer had contacted the distributor which offered the customer some financial support in the form of a payment plan to cover the cost of the work.

EWON provided the customer with confirmation on the responsibility of customers to maintain private electricity assets. We referred the matter to the distributor for resolution at a higher level so the customer could discuss any other options for hardship assistance.

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## Distributor issues a Bush-fire Risk Mitigation Report to customer

The customer contacted EWON after the electricity distributor issued her with a Bush-fire Risk Mitigation Report requiring her to remove trees between the private electricity pole on her property and the connection point to the electricity network. The report indicated that the distributor had previously been responsible for the management of trees around the poles. The customer contacted the distributor to clarify why she was responsible for the work. The distributor advised her that it could no longer take responsibility for the vegetation management around private electricity assets due to new regulations from the Australian Energy Regulator (AER). The customer expressed frustration to EWON that she was not advised earlier of the implementation of this new policy. She explained that while she understood tree management was now her responsibility, she felt that she should have been given more time to comply with the bush-fire mitigation requirements.

We referred the matter to the distributor for resolution at a higher level.



# Private electricity poles

## Distributor notifies customer of required repairs

The customer contacted EWON after receiving a letter from the electricity distributor requiring her to repair multiple private electricity poles on her property. She explained she was aware that until recently the distributor had been responsible for the maintenance and replacement of the electricity poles on her property up to the meter box. She further advised that in the last 12 months the distributor had visited the property and attached new plates on the electricity poles between her meter box and the network indicating that the poles were private assets. The customer complained to us that the distributor had issued her with a defect notice with no prior communication that the private poles were now her responsibility to maintain. She also noted that the distributor admitted that it previously did accept responsibility for maintenance of the poles, however, recent changes to regulations meant they could no longer provide this service. The customer considered that it was unfair to be required to spend \$16,000 on repairing the electricity poles on her land without reasonable prior notice as she was experiencing financial hardship due to drought.

We contacted the customer to discuss the regulations relating to customer responsibilities for private electricity poles. We referred the matter to the distributor for resolution at a higher level.

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# Embedded networks

## Rooftop solar systems in embedded networks

### Licensed network service provider issues defect notice to Residential land lease community due to solar installations

The customer lives in a residential land lease community established as a retirement village. The customer's home had its own National Meter Identifier (NMI) for the National Energy Market and he held an account with an authorised energy retailer. Two years earlier the customer paid for a rooftop solar system to be installed at his home. The customer advised us that there were 20 other homes within the residential park that also had rooftop solar systems installed. The customer complained to EWON that he recently received a letter from the distributor advising that the total capacity of the solar generation within the residential park breached network standards. The distributor advised residents if the solar generation capacity issue was not mitigated their rooftop solar systems would be disconnected from the grid. The customer complained that the distributor's actions were not fair as it had approved the installation of each rooftop solar system.

We received complaints from all 20 affected residents over a 10-day period. We were also advised by other residents that the park operators had issued all residents with a rooftop solar system a quote for \$1,952 (ex GST) to pay for new electricity meters to be installed at each home and for upgrades to the embedded network.

We contacted the distributor to clarify what actions were being taken in relation to the upgrade of the embedded network. The distributor confirmed that it had been in communication with park residents and the park operator after issuing a defect notice requiring a centralised protection system to be installed within the embedded network. The distributor clarified that the rooftop solar systems were installed with individual applications between 2010 and 2019. The applications made by the solar installers included the agreement of the park operator who is responsible for the parent connection point to the embedded network. The distributor explained that relevant Australian Standards and the applicable Network Standard required the installation of a centralised protection system if the export capacity of a site with multiple small generators (a rooftop solar system with an inverter) and a single grid connection point exceeds 30kVA.

The distributor also noted that all Accredited Service Provider (ASP) and solar installers are aware of the need for centralised protection for multi-metered sites. The application that solar installers must complete also directs the installer to identify any existing generation already installed downstream of the point of connection. The applications the distributor received for this site did not identify any other existing installations. The distributor advised us that it had recently upgraded the online form for new solar installations which prompts solar installers to confirm if the connection is part of a multi-tenanted site so that the connection is checked before approval is given.

We also contacted the park operator and Fair-Trading NSW to obtain information on the rights and obligations of each resident to pay for new metering and upgrades to the network. Fair Trading identified that it was the responsibility of each solar installer and ASP to provide accurate information to the distributor for each new solar installation. Residents could complain to Fair Trading, providing copies of the paperwork for the solar agreements, if solar installers had provided incorrect information to the distributor. We provided written advice to each affected resident about the information provided by the distributor and provided referrals to Fair Trading NSW and the NSW Civil and Administrative Tribunal for appeals against charges imposed by the park operator for upgrading the embedded network.



# Embedded networks

## Rooftop solar systems in embedded networks

### **Licensed network service provider issues defect notice to residential land lease community due to solar installations**

The customer is the operator of a residential land lease community established as a retirement village with 108 mobile homes. He advised EWON that he commenced building four additional homes on the site and made an application to the distributor to install rooftop solar systems on each unit. He complained that the distributor suspended the application process and issued them with a defect notice for the entire community site. The notice explained that an inspection of the embedded network had been carried out and provided a warning that if the faults were not corrected in 21 days the site would be disconnected. The customer was concerned that all his residents would be disconnected. The customer complained that the defect notice was a complex document and they did not know how to proceed.

We contacted the distributor to clarify the situation. The distributor advised us that it initially received an application to connect an additional 15kW of solar generation on three sites within the residential park. The distributor identified the site to be an embedded network and sent an engineer to speak with the park operators to confirm if a centralised protection unit had been installed at the site. The park operator could not answer the question and referred the distributor to their electrician. As the customer failed to provide the further information requested, the distributor arranged a further site visit. Officers visited the site for a second time and issued the defect notice because the combined solar generation at the site required the installation of a centralised protection unit. The central protection was required by the network standards to address the impacts of voltage variations on the network. We provided advice to the customer that the issues in the defect notice must be addressed by completing the required work. We also confirmed in writing that to remove the defect a licensed electrician would need to submit the appropriate Certificate of Compliance for Electrical Work (CCEW) and a Notification of Service Work (NOSW) to the distributor.

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# Water issues

## Impact of COVID-19 on water customers

### **Customer seeks information on local government water provider's COVID-19 rebate package**

A customer contacted EWON to obtain information on the financial assistance he could access from his local government water provider due to the impact of COVID-19.

We were able to tell the customer that the water provider was offering financial relief of \$300 which customers could apply to their rates, domestic waste, and water & sewer charges. We referred the customer to the water provider's online application form and noted that the customer would need information from their rates notice and advised of the deadline for applications.

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## Water complaints from tenants and landlords

### **Customer complains about overflow from the water provider's sewerage infrastructure**

A customer advised EWON that sewerage overflow would run into his backyard during periods of heavy rainfall. He had contacted his water provider about the issue four months earlier and was advised it would investigate. A technician from the water provider attended the customer's property and obtained CCTV footage of the sewerage main near the home to assess whether a blockage was causing the overflow. The customer complained to EWON that he had not been advised the outcome of the investigation, despite following up with the water provider multiple times.

We referred the matter to the provider for resolution at a higher level, knowing he could return to EWON if an agreed outcome could not be negotiated. The customer returned to EWON as the complaint remain unresolved. The water provider contacted the customer after our referral and advised that the initial investigation did not reveal any blockage in the sewerage main. The provider advised the customer it would investigate further but had not followed up with the customer since that time.

EWON contacted the water provider to obtain an update on its investigation into the sewerage overflows. The water provider provided EWON with an update on its investigation and a copy of its records showing the actions taken to identify the cause of the overflows. Following EWON's referral, the water provider's technicians had reviewed the capacity of the local sewerage infrastructure and determined it was adequate. Technicians had also obtained further CCTV of the manhole and overflow chambers. The water provider advised us that it would install a sensor on the manhole cover affected by the overflow enabling the provider to respond and investigate a future overflow event. As the investigation was ongoing, the provider offered to contact the customer directly about updates and to discuss the damage that was caused to the customer's fence. We contacted the customer who accepted the provider's advice about the ongoing investigation.

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