



Autumn **2016** Issue

EWOV Connect

Quarterly newsletter linking the
Energy and Water Ombudsman (Victoria) (EWOV)
with community agencies



EWOV opened in May 1996. By 29 February 2016, we had closed 584,292 energy and water customer cases, most of them residential.



Connect is an online publication...

and is available for download from EWOV's website: ewov.com.au

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Message from the Ombudsman



Welcome to the Autumn 2016 edition of *Connect*. The start of the year has brought with it some big changes to Victorian energy laws which we detail for you on [page 3](#). These changes

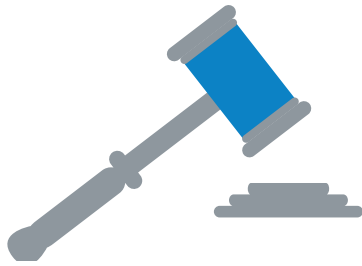
expand protections for consumers who are wrongfully disconnected, put limits on contract exit fees and gives a fairer deal to solar customers. This edition has a case study focus as we know that this is a key way we can illustrate topics of interest. By focusing on individual cases and circumstances, we aim to show how EWOV has assisted with an outcome that is fair and reasonable to both the customer and the company. All of our cases are investigated on a case-by-case basis – that is, we don't rely on precedents. However, case studies give you a 'real life' idea of what outcomes we can achieve and provide a behind-the-scenes look at our investigation processes.

Also in this edition, Financial Counselling Australia's Lauren Levin asks me some great questions on behalf of financial counsellors. We also take a closer look at how customers can get the best deal by using Victorian Energy Compare, and clarify what we need when a financial counsellor or community worker is making a complaint with EWOV on behalf of a client.

If you would like to contribute to *Connect* by suggesting a topic or asking me some questions in the 'Ask the Ombudsman' segment, please feel free to drop us a line at rct.ewov@ewov.com.au or call Matt Helme, Research and Communications Manager, on (03) 8672 4289.

Cynthia Gebert
Energy and Water Ombudsman (Victoria)

By focusing on individual cases and circumstances we aim to show how EWOV has assisted with an outcome that is fair and reasonable to both the customer and the company.



Changes to Victorian energy law

Wrongful Disconnection Payment (WDP) doubled to \$500 per day, exit fees banned for fixed term contracts if prices increase and solar made fairer

Recently, the Victorian Government amended Victoria's energy laws to expand the protections for energy customers. [The Energy Legislation Amendment \(Consumer Protection\) Act 2015](#) came into effect on 1 January 2016. This has resulted in some amendments to the Electricity Industry Act 2000, Gas Industry Act 2001 and Essential Services Commission Act 2001. In this article we have a closer look at what has changed relevant to EWOV's case handling.

WDP

WDP has been increased from \$250 per day (or part thereof) to \$500 per day (or part thereof) but is still capped at \$3,500 (or 7 days) if the customer does not contact their energy retailer. The WDP amount is unlimited if the customer contacts their retailer within 14 days of the disconnection. This applies to wrongful disconnections that occur after **1 January 2016**.

If your client has been disconnected, remember to ask the company to assess whether a WDP should apply. If you disagree with the outcome, contact EWOV. EWOV automatically completes a separate WDP assessment every time we investigate a case that involves a disconnection, so if you have a current case under investigation with us, the WDP assessment will already be underway.

Exit Fees

Early termination fees (or exit fees) are now prohibited during fixed-term contracts if the price, discounts or terms and conditions are varied during the contract's term. This applies to energy contracts entered into from **1 January 2016** onwards.

This means that customers can choose to change to a different company or contract without penalty if the price goes up during their fixed-term contract.

Solar Customers

Renewable energy customers (typically solar customers) must be offered the same tariffs and contract terms and conditions as non-renewable energy customers. **This applies to contracts entered into after 1 January 2016.**

This means that solar customers can't be forced to accept a higher tariff or to forgo a discount that is available to non-solar customers.

More information

The Victorian energy regulator, the Essential Services Commission (ESC) and EWOV have more information online:

ESC

- [FAQs for consumers.](#)
- [Summary of penalties and enforcement powers.](#)
- [Interim approach to energy compliance and enforcement.](#)
- [FAQs – ESC's interim approach to enforcement.](#)

EWOV

- Energy disconnection [fact sheet](#) and [video](#).
- Changing energy retailer [fact sheet](#).
- Solar and feed-in tariff basics [fact sheet](#).



Case Study

A Wrongful Disconnection Payment (WDP) case assessed on the new rate of \$500 per day

2016/795, WDP/2016/33 – A retailer fails to provide sufficient notice to a customer before disconnecting the electricity supply.

The Issue

Ms M's electricity was disconnected without warning on 12 January 2016. She had previously been making payments of \$48 a fortnight and was scheduled to make her next instalment via direct debit on 20 January 2016. She contacted her electricity company to ask to be reconnected. Ms M was advised that her account was \$188.39 in arrears and she would need to commit to a payment plan of \$95 a fortnight in order to be reconnected.

Our Investigation

Ms M contacted EWOV for assistance in the reconnection of her electricity supply. As she had been disconnected and had already attempted to resolve this issue directly with her electricity company, we commenced an Investigation.

EWOV contacted the electricity company for immediate reconnection of her supply. We requested information about the circumstances leading up to the disconnection and copies of disconnection warning notices, bills, payment history and customer contact notes. The electricity company advised that Ms M failed to adhere to several payment plans that had been established over the years and the payment plan of \$48 per fortnight was not a formal agreement. The electricity company advised that it required a new payment plan agreement to cover Ms M's ongoing usage and reduce the arrears on her account. It offered a revised fortnightly payment plan of \$78 a fortnight.

The Outcome

The company apologised for the inconvenience caused to Ms M by disconnecting her electricity supply without notice despite regular payments being received. Ms M advised that \$78 a fortnight was affordable for her to maintain. The payment plan was put in place and Ms M was given a direct contact to call if any payments could not be made as agreed.

Wrongful Disconnection Payment Assessment (WDP)

Separately, EWOV raised a WDP case to assess the circumstances of the disconnection and whether a WDP should apply.

EWOV confirmed that Ms M's electricity supply was disconnected at 12:15pm on 12 January 2016 and reconnected at 4:54pm on the same day. EWOV reviewed the customer contact notes and saw that the electricity company had not updated Ms M's email address in its system despite a request to send all future correspondence by email to this new email address. This meant that the disconnection warning notices were not sent to her current email address and so she did not receive them. After further discussion, EWOV and the electricity company agreed that the disconnection did not meet the requirements of the Energy Retail Code and a WDP would apply in this case. The WDP was calculated at \$93.75 (\$500 per day, pro rata), which was applied to Ms M's account as a credit.

Ask the Ombudsman



Lauren Levin, Director of Policy and Campaigns at Financial Counselling Australia (FCA) asks EWOV Ombudsman Cynthia Gebert some questions on behalf of financial counsellors.

Q *When financial counsellors (or an employee/volunteer) have a client in financial distress with energy or water issues, when is it best for the financial counsellor to call, and when is it best for the client to call EWOV directly?*

A A customer can provide authority for any trusted representative to act on their behalf for our entire complaint process. EWOV's Investigation process can be complex and in a lot of cases, may be more suitably managed by a representative of the account holder. The account holder will need to provide authorisation for this to happen, to ensure their privacy is protected. EWOV registers thousands of cases every year from financial counsellors – and people in similar roles – on behalf of clients dealing with energy and water issues.

Q *Are you set up to assist consumers who have low levels of English, hearing or speech impediments, or whose speech may be difficult to understand?*

A EWOV is equipped to support customers with hearing or speech difficulties through the National Relay Service and the Translating and Interpreting Service (TIS) for customers with limited English. We also have several staff members who speak languages other than English fluently and may be able to assist. These services – along with all EWOV support services – are free of charge to customers and financial counsellors when accessing our scheme. Just let us know what special assistance is needed when you call.

Alternatively, you or your clients can call the TIS directly on 131 450 and let them know that EWOV will cover the cost. If you or your clients cannot speak, cannot hear, or are hard to understand, call the National Relay Service on 1800 555 677 and let them know that you need to speak to EWOV. If a client needs to contact us but does not have a home phone, they can let us know and we will call them back on their mobile.

Alternatively, they can call Telstra Reverse charges on 12550 and quote phone number (03) 8672 4460. We will accept the charges for these calls.

You can also use our [online complaints form](#) to lodge complaints 24 hours a day or email us at ewovinfo@ewov.com.au.

Q *What are the recurring issues for financial counsellors when liaising with energy and water companies?*

A A common issue is a lack of authorisation for the financial counsellor to discuss the client's gas, water or electricity account. If a customer has not specifically given permission for another party to contact their company and discuss their account, the company cannot disclose any account information. This can be frustrating for financial counsellors but companies must adhere to privacy laws. One way of getting over this hurdle is to make the first call to the company when your client is present so that they can give the required authority for you to act on their behalf at that time. On [page 8](#) of this edition we cover what EWOV requires for financial counsellors and other representatives to act on behalf of clients, and what to do when you have tricky situations like deceased estates.

Q *We use the word 'hardship' or 'clients in hardship'. We know that ordinary consumers don't really relate to the term. In your experience what is a better term that consumers can relate to?*

A Payment difficulty might be a more relatable term. EWOV classifies a customer in financial hardship as a customer who has the will but not the capacity to pay a bill. This definition of hardship can be applied to a wide variety of customers, from people in chronic long-term hardship who may always struggle to pay bills, to temporary hardship that will likely resolve in a defined period of time, right through to people who are financially stable but receive a higher than expected bill that they cannot afford to pay in one go. As financial counsellors are well aware, the typical hardship customer is not so typical anymore, and the proportion of our affordability cases continue to increase. Our recently released [Affordability Report](#): February 2016 has more information and includes some very interesting case studies.

Q *What has made Credit Repair Agents appear on the scene, and what do you see in this space that would impact on the work of financial advisors? What's your advice to financial counsellors and consumers?*

A Unfortunately issues associated with increasing consumer debt and hardship created an opportunity for businesses to capitalise on customers who may have been declined credit or have a credit default listing against their name.

EWOV is concerned that many credit repair agencies charge a fee for doing something that our office and other Ombudsman schemes can do for free, that is, investigate whether a default listing was applied correctly and whether there are grounds for its removal or an amendment to the listing.

EWOV requires that Credit Repair agencies provide us with a signed confirmation that they have informed the customer of any fees associated with their service. Further, EWOV's [Authority to Act form](#) (which must be completed and signed by any person wishing to be represented by another person) clearly states that our service is free and they may avoid fees by dealing with us directly. EWOV makes a real effort, at each point of contact with a customer who may be liaising with a Credit Repair agent to let them know that our services are entirely free to them. However, by the time we speak to them, many customers have already paid or agreed to pay a fee to the agency. Or, they are having a number of different default listings looked at by the agency so they are happy to let the agency continue to act on their behalf, which is ultimately their choice.

On a positive note, this important issue has had lots of media attention and is still in the spotlight. EWOV is also currently running a campaign to increase consumer awareness that EWOV is a free service. A key focus of this campaign is to get this message to consumers who may engage the services of Credit Repair agencies. We want to prevent people from paying large fees to these agencies for investigating energy default listings, which is something that we can investigate for free.

Our recent online [Hot Topic](#) has more information about credit reporting, the debt collection process, default listings and accessing credit file information.

Q *I just received a letter from my energy company, telling me that it was increasing prices. The price increase per megajoule was shown, but it was meaningless in isolation. There was no indication of what this would mean for my annual or monthly energy budgeting. When my phone company increases its charges, it tells me the impact on my monthly rental in a meaningful way. Should energy companies be expected to tell us what price increases actually mean? Should we be complaining to the regulators or to EWOV?*

A The setting of prices and tariffs is outside of EWOV's jurisdiction, however we can look at the way in which the information was presented by the energy retailer and whether a customer has been billed correctly.

It is crucial for consumer confidence and education that information is presented in an easy to understand format. This helps avoid confusion and puts energy consumers in a position where they have a greater understanding of the costs associated with their energy use. We encourage our Scheme Participants to engage with their customers and communicate information in a meaningful way, including providing advanced notice and reasons for upcoming price increases.

Customers can request copies of historical bills from their company or ask them to work out average fortnightly consumption cost and what it will be when the price increases. On [page 3](#) of this edition we provided a summary of new changes to energy laws which mean that customers can get out of fixed term contracts without paying an exit fee if prices increase during the term of the contract. On [page 7](#) we also look at Victorian Energy Compare and how to use this new tool to find the best deal for you, based on your actual consumption.

Are customers getting the best deal? Check out Victorian Energy Compare

With summer coming to an end and cooler days and nights already in sight, it's a great time to consider whether you and your clients are getting the best deal on your gas and electricity bills. There are a multitude of different offers available and the amount of choice and information to consider can be overwhelming and is too often thrown into the 'too hard basket'. However, switching plans or companies could save you hundreds of dollars a year, so it's worth investigating.

In our last edition of Connect, we mentioned the new government price comparison tool, [Victorian Energy Compare](#) which launched late last year.

Victorian Energy Compare replaces My Power Planner, and is a complete energy comparison tool that covers electricity, gas and solar. It is the only independent comparison tool in the market – this means it compares all companies and all offers and does not receive commissions or other perks for recommending a particular company or offer. Victorian Energy Compare includes every generally available electricity, gas and solar offer and new offers are updated daily.

According to Victorian Energy Compare, during a trial period, 90% of Victorians who compared their offers using this tool found electricity offers that could save them money, with half of the users finding offers that could save them more than \$330 per year.

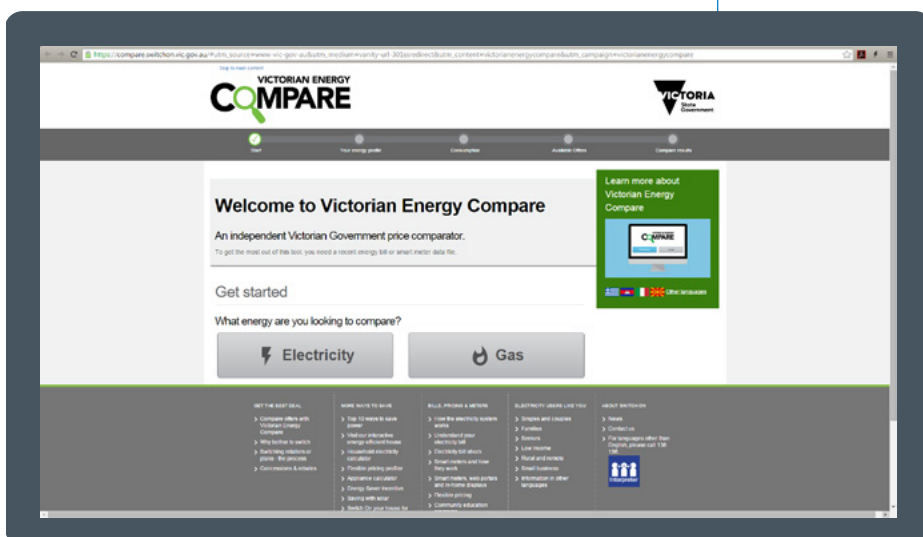
You can find it at vic.gov.au/victorianenergycompare. It is quick and easy to use. To get the most accurate comparison, you can also upload a Smart Meter data file. If you don't have a Smart Meter data file, you can answer a few simple questions to develop a usage profile instead.

How to get a Smart Meter Data File

Electricity companies and distributors must provide a Smart Meter data file to a customer within 10 business days of receiving a request. **This must be provided for free** if the customer has not requested a Smart Meter data file in the last twelve months. If this file has been requested in the last twelve months or more than two years of data is requested, they may charge a reasonable fee. If you don't believe the fee is reasonable, you can contact EWOV. **Note that customers need to specify that the data is required for use on Victorian Energy Compare to ensure it is provided in a compatible format.** More information about Smart Meter data file formats and requirements can be found here: [FAQ for Smart Meter data requirements for use on Victorian Energy Compare](#).

We have updated our factsheets with the details of Victorian Energy Compare, including all 31 of our translated EWOV basic brochure [Helping You with Energy and Water](#).

The Department of Economic Development, Jobs, Transport and Resources has created a [FAQ for the use of the Victorian Energy Compare tool](#) which covers all the potential issues customers may face when using the tool.



As well as the addition of gas and solar, the new tool also has an enhanced user interface and improved support for culturally and linguistically diverse users and users with literacy or visibility issues. These customers should call Victorian Energy Compare directly on **136 186** for assistance.

Making a complaint to EWOV on behalf of someone else

We recently released a new fact sheet, [‘Acting on behalf of someone with an EWOV complaint’](#) to clarify what we need from you if you contact us to make a complaint on behalf of someone else. We generally accept verbal authorities to act if the person is a family member or friend. However, if the person is a financial counsellor, paid representative or other professional, we need a written authority. We accept in-house authority to act forms from financial counsellors or we have our own [Authority to Act](#) forms available to download from our website. However things get a bit trickier when there is a deceased estate, trust, owners corporation or business involved. The new fact sheet covers all of these tricky scenarios. As always, you can call us on **1800 500 509** if you want to clarify an unusual situation that you are not sure about.



ENERGY AND WATER OMBUDSMAN Victoria
Listen Assist Resolve

Authority to Act (Individual)

IMPORTANT
When you sign this form you authorise a person to act on your behalf with the Energy and Water Ombudsman (Victoria) (EWOV) and EWOV can:

- seek information from that person about you
- give personal information to that person about you
- deal with that person as if they were you.

EWOV provides an independent and free service. You can avoid fees that an agent might charge in relation to an EWOV complaint by contacting EWOV directly. Fees charged by your agent cannot be recovered from EWOV or the company that your complaint is against.

This authority will remain valid permanently unless you or your representative withdraws it.*

I (account holder's full name) _____

of (account holder's address) _____

authorise (full name of the person or full name and organisation you would like to act on your behalf with EWOV, this cannot be an EWOV Conciliator)* _____

(Your relationship with the person acting on your behalf, e.g. friend, financial counsellor) _____

of (address of the person acting on your behalf) _____

to act on my behalf with EWOV. I understand that EWOV provides an independent and free service and that I can avoid agent fees by contacting EWOV directly.

Signed (by account holder) _____

Account holder's name (please print) _____

Date _____ Case reference/s _____

Please return to: EWOV
Postal address: Reply Paid 469, Melbourne, VIC, 3060
Freefax: 1800 500 549
Email: investigations@ewov.com.au

* If you prefer that this authority is valid for this complaint only, rather than permanently, please tick this box. By including the name of an organisation in the 'authorise' field, you are authorising anyone from that organisation to act on your behalf. You can withdraw the authority at any time by contacting EWOV on 1800 500 509. This authority will supersede any previous authority with EWOV.

ABN 57 070 516 175



Acting on behalf of someone with an EWOV complaint
DECEMBER 2015 FACT SHEET 31

This fact sheet explains how authorised representatives can act on behalf of customers with energy and water complaints

EWOV is an informal dispute resolution service which means that that customers can bring complaints to our office without the need of a representative. However, we understand that sometimes customers prefer to appoint someone else to act on their behalf when dealing with EWOV. EWOV is a free service for energy and water customers—you do not have to pay someone to represent you.

What does giving authority to act to a representative mean?

When you give authority to another person or organisation, you authorise them to act on your behalf with our office. This means that EWOV can:

- seek information about you from that person or organisation
- give personal information about you to that person or organisation
- deal with that person or organisation as if they were you.

EWOV handles customers' personal information in line with our [Privacy Policy](#). This ensures that EWOV does not give your personal information to another person, or arrange changes to your energy or water account, without your permission.

Individuals

If you want someone to act on your behalf, or if you want EWOV to provide information about your complaint to someone else, you need to authorise this. Generally, we will accept verbal authority if you want to authorise a family member or friend. If you want to authorise a financial counsellor, solicitor, accountant or other paid advocate, we usually need you to complete and sign EWOV's [Authority to Act form](#). However, we do accept most financial counsellors' authority forms.

Also, you can choose to have an organisation act on your behalf by including its name in the 'authorise' field of EWOV's Authority to Act form. This means that anyone from that organisation can represent you.

What if we want to talk directly to a customer instead of their representative?

Even when you have authorised someone to act on your behalf, we may still need to contact you as part of the process of resolving your complaint. We may also decide to contact you directly when a fee-charging representative is involved.

Businesses

I represent a business; do I need to complete an Authority to Act form?

Yes. Only a person with authority to make decisions for the business can sign an Authority to Act form. This could be a director, company secretary, owner, partner, senior manager, chief executive officer, chief financial officer or senior counsel. This person can authorise themselves or someone else in the business and will need to complete the written [Authority to Act form for a business](#).

Estates

What if I am acting on behalf of a deceased estate and there is a will?

If probate has been granted and you are named as the executor:

- EWOV needs a copy of the probate and the will.

If probate has been granted and someone else is named as the executor:

- EWOV needs a copy of the probate, the will and the executor of the will needs to complete an Authority to Act form for an individual which authorises you to act on behalf of the estate.

If probate has not been granted but you are named as the executor:

- EWOV needs a copy of the will and the death certificate.

Freecall: 1800 500 509
Freefax: 1800 500 549
Email: ewovinfo@ewov.com.au
Web: www.ewov.com.au

Post: GPO Box 469
Melbourne
Victoria 3001
TIS: 131 450



Case Study

2015/29786, WDP/20151543 – A customer's electricity supply is disconnected after she transfers to a different company following door-to-door marketing activity.

The Issue

A financial counsellor contacted EWOV on behalf of Ms P to advise that her electricity had been disconnected. Ms P stated she had a regular Centrepay direct debit payment plan of \$80 a fortnight in place when she was disconnected. She had received a visit from a door-to-door marketer a few weeks prior to the disconnection and this person told her she would need to use a false name to switch her electricity account to them. She agreed to transfer her account and believes her electricity supply was disconnected when the transfer took place. As Ms P's electricity had been disconnected and she had already tried to resolve the matter with her electricity company, EWOV commenced an Investigation immediately.

Our Investigation

EWOV arranged for Ms P's electricity to be reconnected immediately. EWOV requested copies of Ms P's bills, her account history, contact notes and details of the door-to-door marketing activity and transfer documents. EWOV also requested that the financial counsellor who contacted EWOV provide a completed Authority to Act form to allow us to discuss the details of the case with her on Ms P's behalf. This form was subsequently received.

The electricity company confirmed that it had established an account for Ms P after a door-to-door marketer visited her home and that an incorrect surname was used. Her first name had also been spelled incorrectly. Unfortunately it did not have any other details of the marketing activity as the conversation between the marketer and Ms P was not recorded and no notes were made. EWOV reviewed the billing history and noted concessions had not been applied to the account.

The Outcome

The electricity company apologised for the customer service issues experienced by Ms P and applied a \$50 credit to her account in recognition. It advised that, after the application of this credit, her account balance was \$1.58. The electricity company confirmed it had corrected the incorrectly spelled first name and incorrect surname on her account. It also added concession details and agreed to apply retrospective and future concession discounts on all bills. It provided a direct contact number for Ms P in case she had any further issues with her account. Ms P was satisfied with this outcome.

Wrongful Disconnection Payment Assessment (WDP)

Separately, EWOV assessed the circumstances of the disconnection of Ms P's electricity supply to establish if it complied with the provisions of the *Energy Retail Code*. The electricity company confirmed that Ms P's electricity supply was disconnected on 14 October 2015 at 10:11am due to non payment. It was reconnected on 19 October 2015 at 2:01pm.

At the time of disconnection, a payment had just been made to the account and Ms P's account balance was \$51.58. EWOV noted the *Energy Retail Code* prohibits disconnection when the account balance is less than \$120. The electricity company confirmed it should have cancelled the disconnection request when the payment was received and this was a human error. Accordingly, EWOV and the electricity company agreed that the disconnection should not have occurred and that a Wrongful Disconnection payment of \$1,289.89 (\$250 per day disconnected, pro rata) should apply.

Ms P requested that \$600 be transferred to her bank account via electronic funds transfer and for the remainder of the credit to be placed on her electricity account. The electricity company arranged for this to occur.



Case Study

2015/29852 – The value of an independent EWOV Investigation – some things are worth double checking, even if the outcome seems favourable at first

The Issue

Mrs L contacted EWOV about a backbill. She had been billed for an incorrect gas meter (belonging to her neighbour) for over four years and wanted to ensure the gas company had rebilled her on the correct meter accurately. She was initially advised by the gas company that, in accordance with the *Energy Retail Code*, it would only backbill her for nine months consumption on the correct meter. However, she then received a backbill for over three years from May 2012 to October 2015 for the correct meter.

The gas company advised that as the amount of gas consumption on the correct meter was less than the gas consumption on the incorrect meter, she would be refunded for the difference in the payments she made. She received a refund cheque for \$1,218.79 and her account was a further \$679.37 in credit after the adjustment. However, she was still dissatisfied as she had received conflicting advice and was confused about how far back the company could bill her. Mrs L contacted EWOV for assistance. We lodged an Assisted Referral, however the gas company did not contact Mrs L within the required timeframes. Mrs L contacted EWOV again and we commenced an Investigation.

Our Investigation

EWOV requested copies of bills, meter reads, customer contact notes and details of the meter investigation. EWOV confirmed the customer was now being billed on the correct meter. The gas company initially advised that its rebilling was correct, however EWOV requested that it substantiate how the billing adjustment was calculated in line with the provisions of the *Energy Retail Code*.

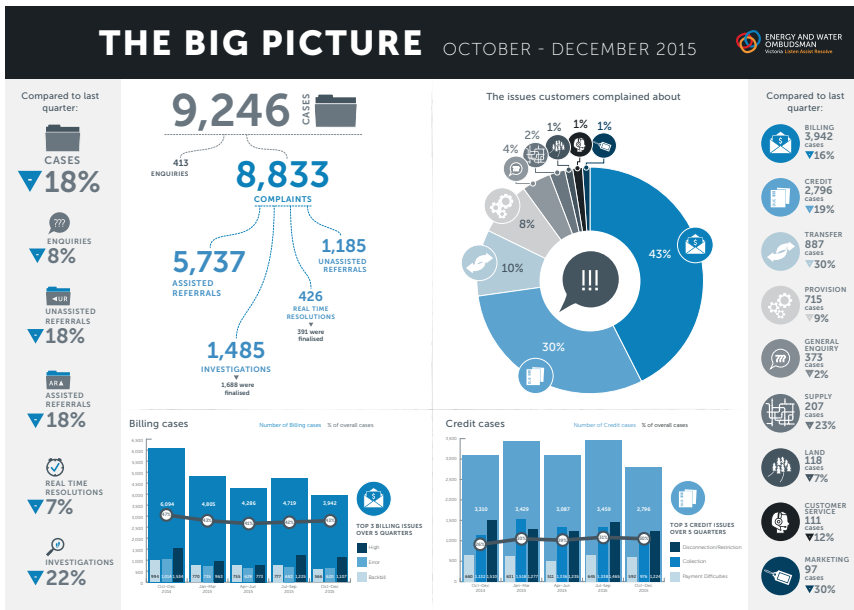
The Outcome

After further review, the gas company found that it had made a mistake when calculating the backbilling of Mrs L's account. It agreed with EWOV's assessment that it could not charge Mrs L for billing on the incorrect meter and could only retrospectively charge for consumption on the correct meter for a period of nine months, rather than from May 2012. A new billing adjustment was calculated, which resulted in an additional credit of \$3,234.17 being applied to the account. The gas company apologised for the error and applied a further credit of \$150 to Mrs L's account in recognition. Mrs L was satisfied with this outcome and the gas company sent her a refund cheque for \$3,384.77.

Recent EWOV publications

Res Online - February 2016

Check out the latest edition of [Res Online](#) for all of EWOV's quarterly case movements.



Affordability Report

[The Quarterly EWOV Affordability Report](#) combines the latest affordability-based case data, as well as analysis on the origins and impacts of the affordability issues we're seeing in our case work.

