



QUARTERLY EWOV

# MARKETING AND TRANSFER REPORT

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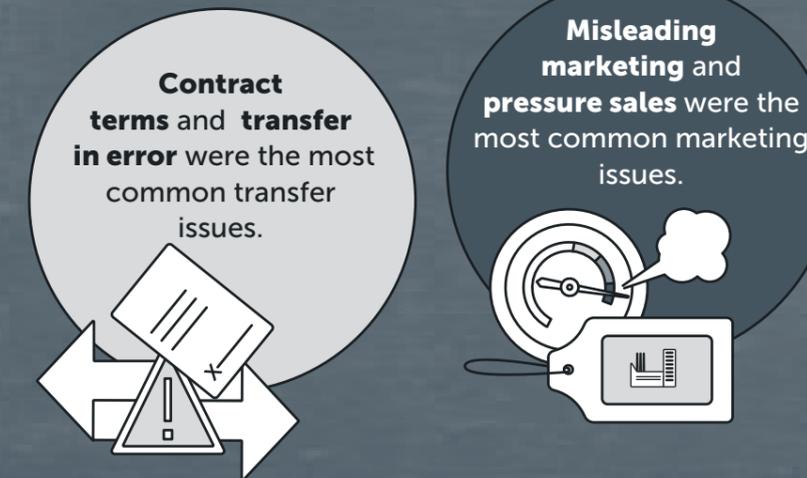
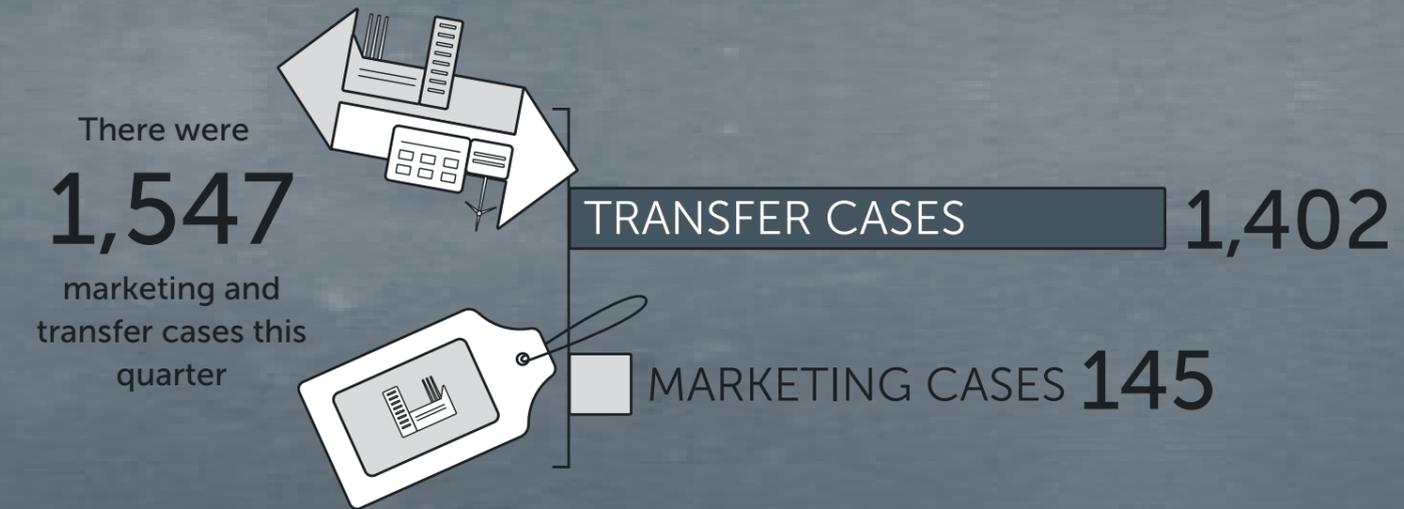
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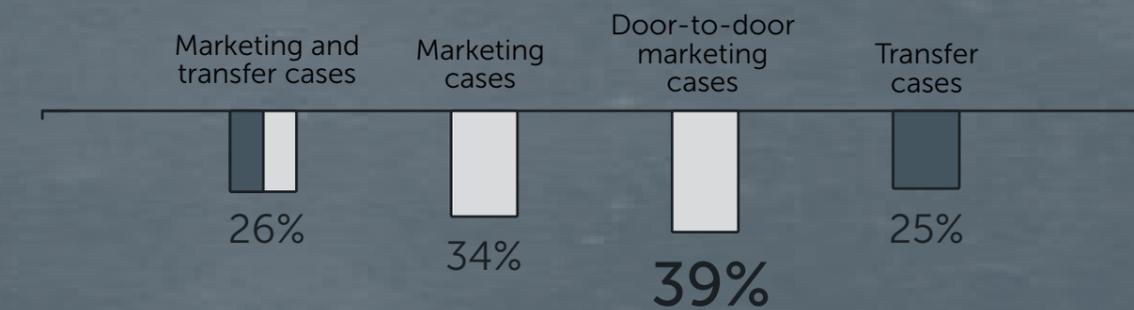
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## AT A GLANCE

In the October–December 2014 quarter



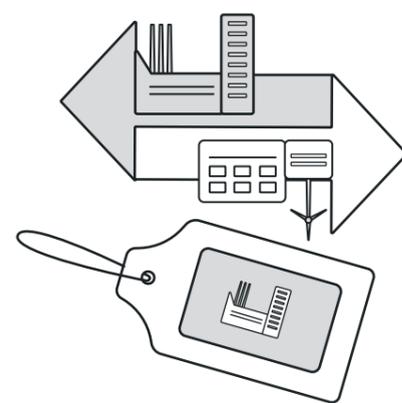
Between the July–September 2014 and October–December 2014 quarters



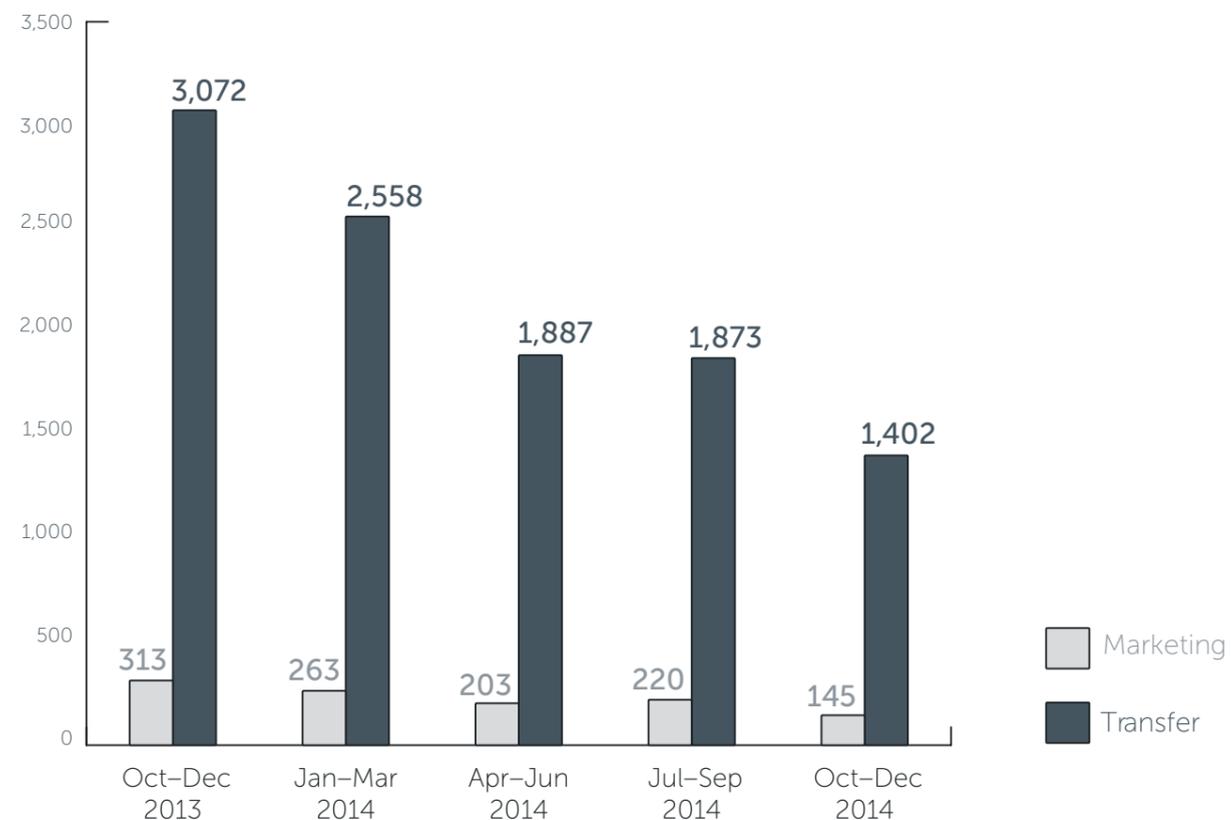
## OVERALL TRENDS

Marketing and transfer cases decreased steadily over the 2013-14 financial year, stabilising in the July–September 2014 quarter. In the current reporting quarter, October–December 2014, the downward trend in EWOV marketing and transfer cases resumed. **Figure 1** illustrates trends in marketing and transfer cases over the last five quarters.

Total marketing and transfer cases decreased by a substantial 26% between the July–September 2014 and October–December 2014 quarters. Marketing cases dropped more sharply than transfer cases, decreasing by around one-third (34%).



**FIGURE 1.**  
Marketing and transfer cases by quarter, October–December 2013 to October–December 2014



## Retailers

**Table 1** shows how marketing and transfer cases have been distributed across retailers over the last five quarters.

**Table 1** shows that between the last two quarters, cases decreased substantially for each of the top six contributors to EWOV marketing and transfer cases: Retailer 20 (down 29%), Retailer 6 (20%), Retailer 11 (40%), Retailer 7 (21%) Retailer 14 (16%) and Retailer 15 (24%). Despite its substantial case decrease, Retailer 20 remained the largest generator of marketing and transfer cases with 343 cases – 22% of the total.

Retailer 4 and Retailer 12 cases went against the overall downward trend, increasing by 40% and 5% respectively between the July–September 2014 and October–December 2014 quarters. Retailer 4 was also one of only a handful of retailers for whom cases did not decrease over the five quarters from October–December 2013 to October–December 2014. The other significant retailer in this category was Retailer 5, which saw a 29% increase in its marketing and transfer cases over the five-quarter period.

**TABLE 1.**

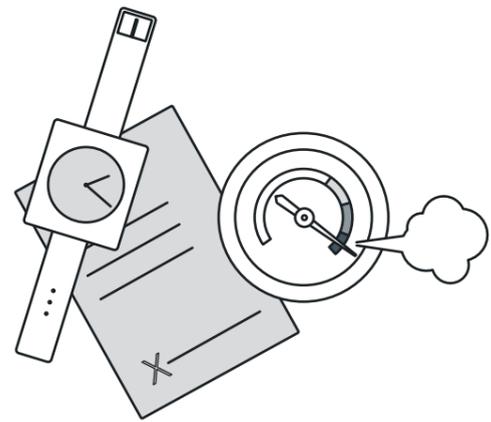
Marketing and transfer cases by retailer, October–December 2013 to October–December 2014

RETAILER	OCT–DEC 2013	JAN–MAR 2014	APR–JUN 2014	JUL–SEP 2014	OCT–DEC 2014
Retailer 20	973	572	421	481	<b>343</b>
Retailer 6	329	310	309	377	<b>302</b>
Retailer 11	622	699	463	443	<b>268</b>
Retailer 7	391	300	236	220	<b>174</b>
Retailer 14	173	141	116	166	<b>139</b>
Retailer 15	83	95	84	94	<b>71</b>
Retailer 12	65	62	65	61	<b>64</b>
Retailer 4	59	76	61	42	<b>59</b>
Retailer 5	28	40	41	41	<b>36</b>
Not allocated	39	41	26	21	<b>20</b>
Retailer 10	170	93	53	41	<b>15</b>
Retailer 18	44	69	61	39	<b>14</b>
Retailer 8	56	76	49	27	<b>14</b>
Retailer 2	71	34	16	5	<b>8</b>
Retailer 13	0	1	3	6	<b>6</b>
Retailer 19	262	199	65	10	<b>5</b>
Retailer 17	14	5	7	2	<b>5</b>
Retailer 1	3	2	12	14	<b>2</b>
Retailer 3	2	5	2	2	<b>2</b>
Retailer 16	0	0	0	1	<b>0</b>
Retailer 9	1	1	0	0	<b>0</b>
<b>Total</b>	<b>3,385</b>	<b>2,821</b>	<b>2,090</b>	<b>2,093</b>	<b>1,547</b>

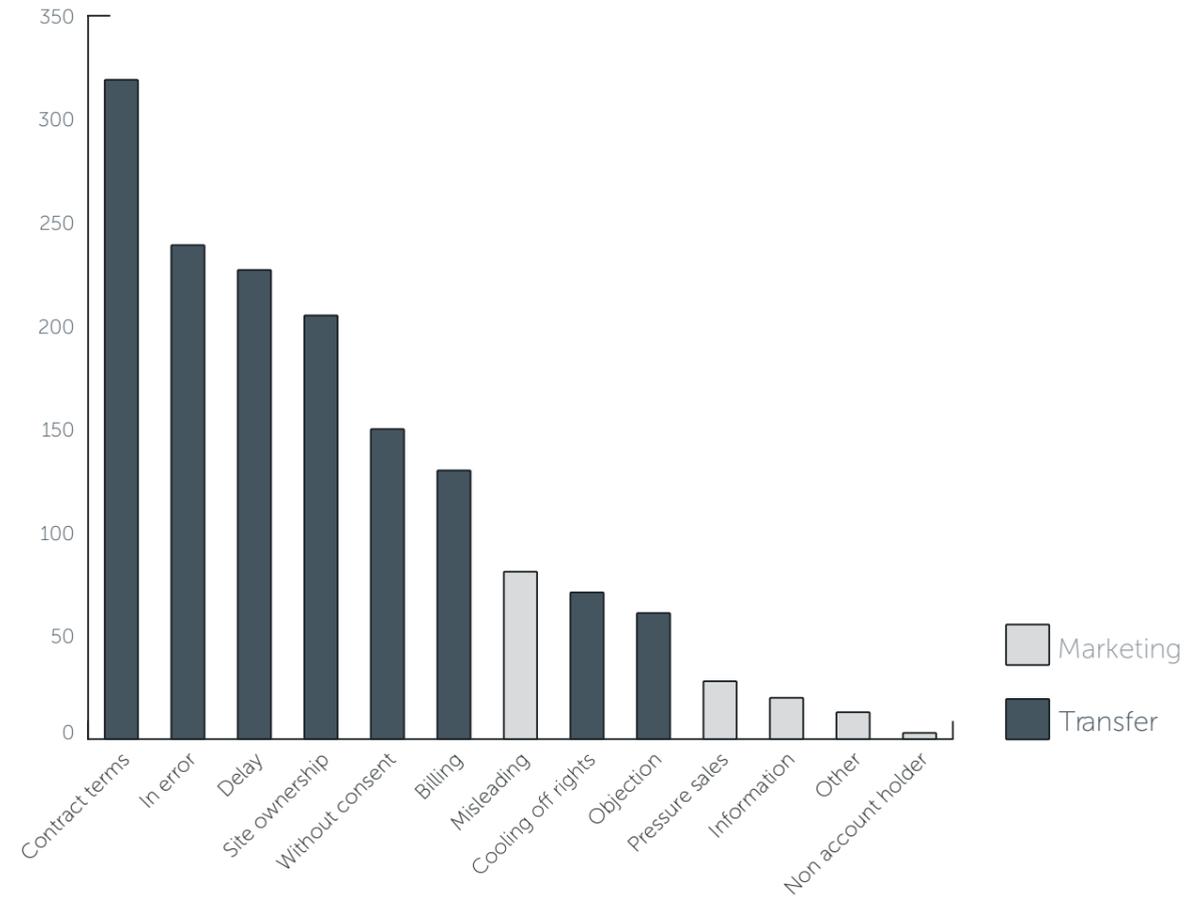
## Issues

**Figure 2** shows the breakdown of issues in the marketing and transfer cases received during the October–December 2014 quarter.

In the October–December 2014 quarter, the distribution of cases among transfer and marketing issues remained very similar to previous quarters, with transfer issues predominating. Contract terms continued to be the most common marketing and transfer issue overall. Misleading marketing was the most common marketing issue, again in line with the pattern in previous quarters.



**FIGURE 2.**  
Marketing and transfer cases by issue, October–December 2014



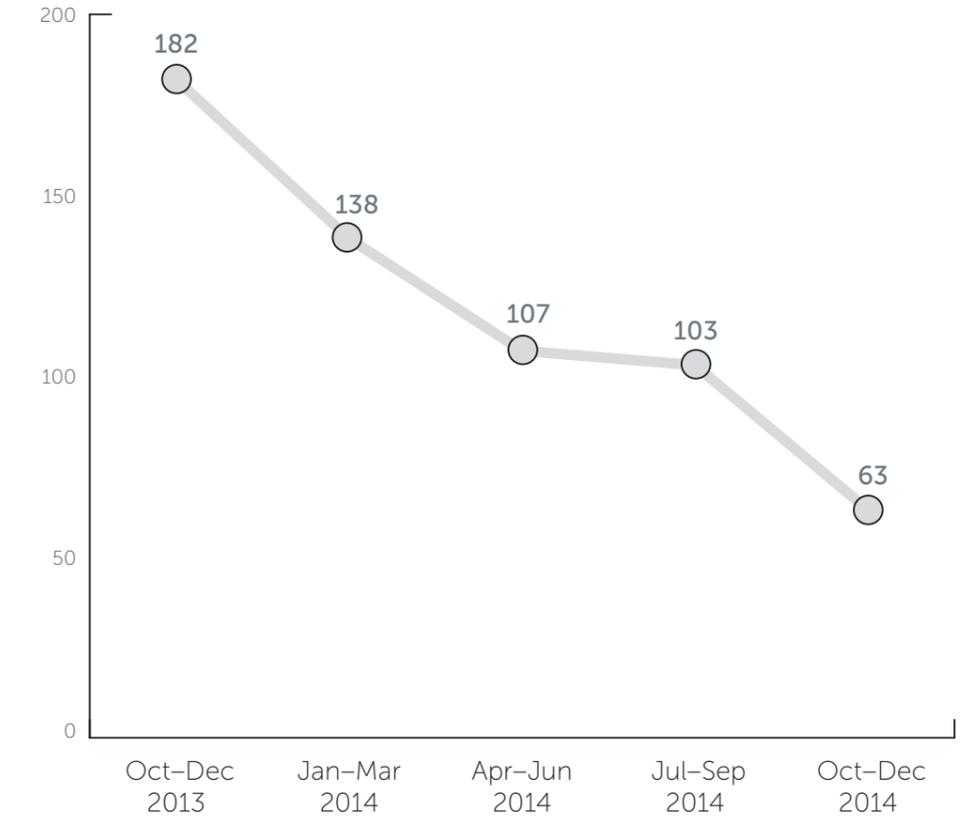
## MARKETING

Marketing cases decreased markedly between the July–September 2014 and October–December 2014 quarters, down 34% from 220 to 145 cases (**Figure 1** on page 4). Concomitantly, cases specifically about door-to-door marketing decreased by 39%, as shown in **Figure 3**. Almost 9 out of 10 door-to-door marketing cases concerned either misleading marketing (63%) or pressure sales (25%) at the door.

**Figure 3** also shows that door-to-door marketing cases fell steadily (and more dramatically than total marketing cases) over the last five quarters: by the October–December 2014 quarter, door-to-door marketing cases were at just 35% of October–December 2013 levels.



**FIGURE 3.**  
Door-to-door marketing cases by quarter, October–December 2013 to October–December 2014



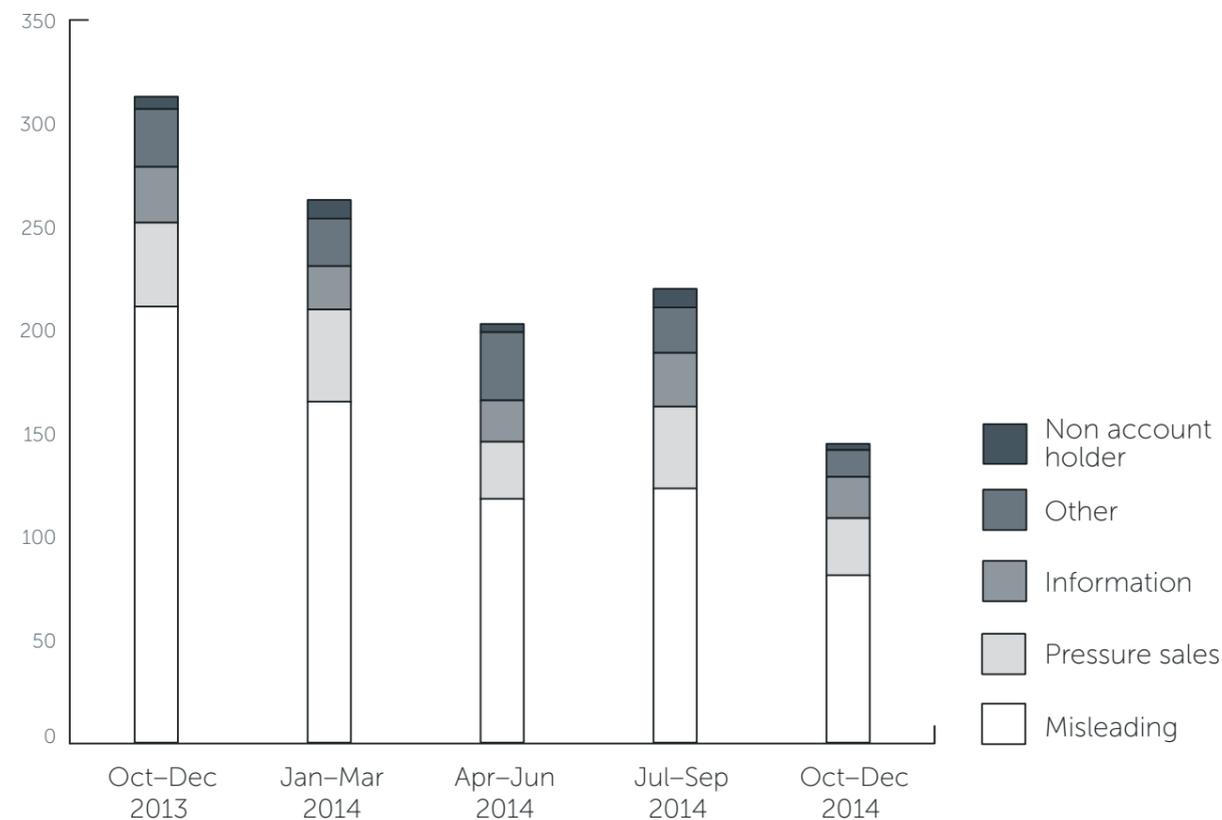
## Issues

Combining cases about all marketing channels, **Figure 4** shows trends across the marketing issues: misleading marketing, pressure sales, marketing information, non-account holder marketing and 'other' marketing issues.<sup>1</sup>

As **Figure 4** shows, the overall decrease in marketing cases between the July–September 2014 and October–December 2014 quarters was spread across all marketing issues.

The largest percentage decrease (67%) was in non-account holder cases. EWOV receives few such cases, however, and this decrease represents a difference of only six cases. Percentage decreases were also marked for 'other' marketing (down 41%), misleading marketing (down 34%) and pressure sales (down 30%). The smallest percentage decrease was in marketing information cases, which nevertheless dropped 23% to 20 cases.

**FIGURE 4.**  
Marketing issues by quarter, October–December 2013 to October–December 2014



See the Appendix (page 19) for marketing issue case numbers.

<sup>1</sup> Refer to the Glossary for issue definitions.

## Retailers

### Retailer 11

Retailer 11 was by far the largest contributor to marketing cases in the October–December 2014 quarter. With 53 marketing cases, it accounted for 37% of all the marketing cases EWOV received and around half (49%) of door-to-door marketing cases. During the October–December 2014 quarter, we also opened one Systemic Issue<sup>2</sup> Investigation into an incident in which a Retailer 11 marketing representative, after having being told by the customer's caseworker that the customer was not able to manage his own financial affairs, signed up an intellectually disabled customer (SI/2014/87). This Investigation is still in progress.

Although Retailer 11 continued to generate the most marketing cases, the retailer's cases dropped off sharply (down 43%) between the July–September 2014 and October–December 2014 quarters. This drop in Retailer 11 cases largely accounts for overall decreases in non-account holder, misleading marketing and pressure sales cases, and thereby for the decrease in total marketing complaints over the last two quarters.

<sup>2</sup> EWOV has a role identifying 'Systemic Issues': issues, policies or changes in policy or practice that have affected or may affect a number of customers. We report on Systemic Issues to the Essential Services Commission.



## Case study

*A customer is misled by a door-to-door marketing representative (2014/47741)*

### The issue

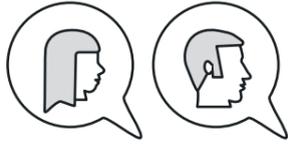
Even though he had a Do Not Knock sticker at his property, the customer was approached by a door-to-door marketer representing Retailer 11. The marketing representative initially told the customer that he was from the government and was there to provide energy saving light globes. After entering the customer's home and counting the lightbulbs in his house, the marketer asked to see the customer's energy bills. He then walked the customer through an electronic contract and prompted him through a confirmation phone call. It was only four days later that the customer realised that he had been misled, and that he had in fact signed up for Retailer 11 electricity and gas accounts.

The customer was keen to remain with his preferred retailer, Retailer 6, with whom he already had a bill smoothing arrangement in place. On the fifth day after the incident, he contacted Retailer 6, asking that it prevent the transfers to Retailer 11. Retailer 6 agreed to object to the transfers, but they went ahead nevertheless.

The customer contacted EWOV on 29 October 2014, dissatisfied with the misleading conduct of Retailer 11's door-to-door marketing representative. He told us that he was in very poor health and that the matter was causing him a great deal of stress, exacerbating his health difficulties. The customer wanted his accounts retrospectively transferred back to Retailer 6, with any Retailer 11 bills cancelled. We raised an Assisted Referral, but as Retailer 11 failed to make contact with the customer, the case was escalated to Real Time Resolution (RTR) on 6 November 2014.

### The outcome

At RTR, Retailer 11 confirmed that the electricity account had been retrospectively transferred to Retailer 6, so no charges were owing. An attempted retrospective transfer of the gas account had been unsuccessful, so Retailer 11 had held billing rights for about one month before the account was transferred back to Retailer 6. To resolve the matter, Retailer 11 agreed to waive the \$111.67 balance on the gas account. The customer accepted this resolution and the case was closed.



### Customer stories<sup>1</sup>

The customer said she was in her backyard when door-to-door marketers representing Retailer 12 approached her house, calling out over the fence to her. She told them she wasn't interested, but they persisted, saying they only wanted two minutes of her time. She was eventually drawn into a forty minute conversation. Stressed and anxious for the marketing representatives to leave, she agreed to switch her electricity account to Retailer 12. The customer later arranged to cancel the contract, but was upset about the experience. (2014/46337)

The customer was approached by door-to-door marketers representing Retailer 11. Although he told them he would need to speak with his partner before agreeing to any transfer, he later received an email which confirmed the transfer and had on it a signature that purported to be his. The customer told EWOV that he hadn't signed anything and that the signature wasn't his. (2014/51117)

The customer told EWOV that after he transferred his electricity account away from Retailer 6, it had sent him a letter and made several telemarketing calls attempting to keep him as a customer. After the customer told Retailer 6 that he objected to its high-pressure attempts to win back his business, he continued to receive telemarketing calls, both on weeknights and on the weekend. (2014/49510)

The customer told EWOV that after door-to-door marketers representing Retailer 11 offered her better rates, she signed a document, thinking that she was agreeing to receive an information pack – not to switch retailers. Her gas and electricity accounts were transferred to Retailer 11. (2014/48616 and 2014/48625)

<sup>1</sup> Most marketing complaints are closed as Unassisted or Assisted Referrals, meaning that we referred the customer to their retailer for a resolution. When the referral process is successful, EWOV isn't privy to the retailer's response. The stories in this section are drawn from such cases, and so represent only the customer's account of the issue.

## TRANSFER

Transfer cases also decreased substantially over the last two quarters, dropping 25% from 1,873 in the July–September 2014 quarter to 1,402 in the October–December 2014 quarter (**Figure 1** on page 4).

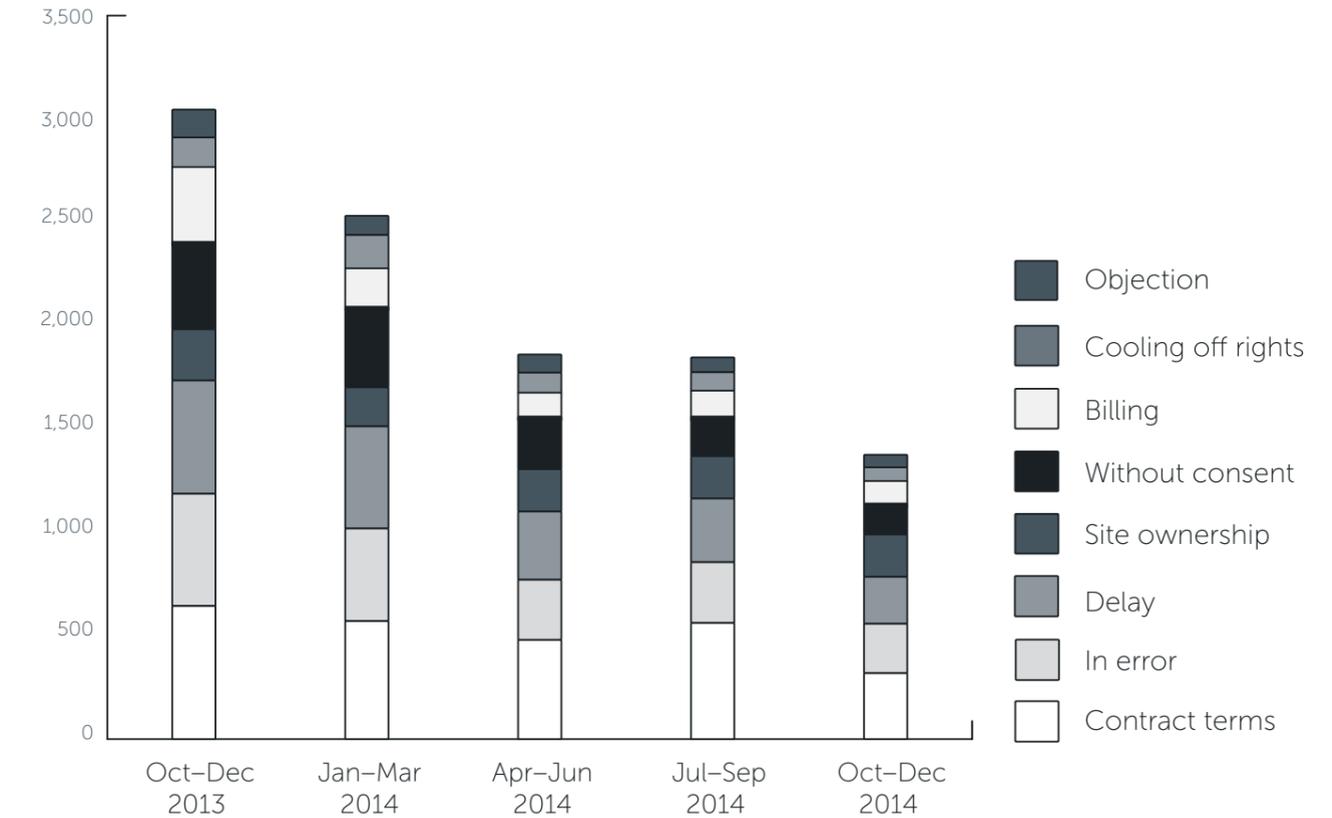
### Issues

**Figure 5** breaks down this overall trend in transfer cases, showing changes for specific transfer issues over the last five quarters.

As **Figure 5** illustrates, the overall decrease in transfer cases for the October–December 2014 quarter reflected decreases across all but one transfer issue.

**FIGURE 5.**

**Transfer issues by quarter, October–December 2013 to October–December 2014**



See the Appendix (page 19) for transfer issue case numbers.

### Contract terms

EWOV received 319 contract terms cases in the October–December 2014 quarter. This is 43% fewer than in the previous quarter, which saw a spike in contract terms cases driven by several retailers, including Retailer 6, Retailer 20, Retailer 14, Retailer 7 and Retailer 15. Despite the marked decrease in the October–December 2014 quarter, contract terms remained the most common issue across the marketing and transfer categories.

### In error

Although transfer in error cases decreased 19% between the July–September 2014 and October–December 2014 quarters, Retailer 12 saw its transfer in error cases increase sharply (113%), driving an increase in the retailer’s total marketing and transfer cases. A review of these transfer in error cases revealed no obvious cause: in most cases customers had not had prior contact with Retailer 12 and did not know how the transfer had occurred.

### Delay

EWOV received 227 transfer delay cases in the October–December 2014 quarter, 26% fewer than in the previous quarter. This decrease was spread across several retailers.

### Site ownership

Site ownership cases remained at the same level (205 cases) over the last two quarters, making this the only marketing or transfer issue that did not see any decrease in the October–December 2014 quarter. Although Retailer 6 and Retailer 7 site ownership cases increased

by 22 cases (55%) and 10 cases (40%) respectively, these increases were largely off-set by decreases for Retailer 11 (44% or 15 cases) and Retailer 20 (20% or 10 cases).

A year-to-year comparison also highlights the relative stability of site ownership cases: although EWOV received 17% fewer site ownership cases in the October–December 2014 quarter than in the October–December 2013 quarter, this is the smallest decrease for any marketing or transfer issue.

### Without consent

Transfer without consent cases decreased 22% to 150 cases between the July–September 2014 and October–December 2014 quarters, largely reflecting decreases for Retailer 11 (down 20 cases, or 29%), Retailer 20 (down 11 cases, or 21%), Retailer 12 (down 7 cases, or 78%) and Retailer 7 (down 6 cases, or 43%). For Retailer 14, however, transfer without consent cases more than tripled to 17. We reviewed these cases and found no obvious driver for the increase. Cases included transfers after customer enquiries, door-to-door and telephone marketing; some instances of transfer without consent following marketing to a non-account holder; and cases in which the customer was unsure how the transfer had occurred.

### Cooling-off rights

Cooling-off rights cases decreased 24% between the July–September 2014 and October–December 2014 quarters, but there was variation among retailers. While Retailer 14 cooling-off rights cases dropped off sharply after spiking in the July–September quarter, Retailer 4’s cases quintupled, albeit from a low base of 2 cases in the July–September 2014 quarter. Although Retailer 12’s cooling off rights cases also remained fairly low in absolute terms, they have increased steadily over the last four quarters, with a 43% jump from 7 to 10 cases between the July–September 2014 and October–December 2014 quarters.

### Objection

EWOV transfer objection cases dropped 15% from 72 to 61 cases between the July–September 2014 and October–December 2014 quarters, mainly due to decreases in Retailer 14, Retailer 20 and Retailer 6 cases.



### Case study

#### *A customer’s electricity is disconnected following a transfer in error (2014/48520)*

#### The issue

The customer had an electricity account with Retailer 5, with whom she had an automatic direct debit arrangement. Unbeknownst to the customer – and without her consent – the electricity account was transferred to Retailer 6, which later disconnected the electricity supply for non-payment. The customer had not yet received any bills from Retailer 6 and believed that she was still making payments on her original Retailer 5 account.

The customer discovered that Retailer 6 had arranged the disconnection. It reconnected her electricity supply on the same day, but advised her that she owed around \$1,200 on the account.

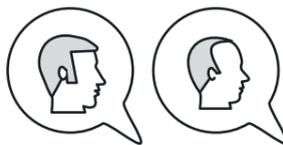
The customer contacted EWOV seeking an explanation for the erroneous transfer; a retrospective transfer, going back as far as possible, to Retailer 5; and a waiver or an adjustment of any Retailer 6 billing.

Because the case involved an actual disconnection and the customer had already made contact with the company multiple times, the case bypassed the Assisted Referral process and was escalated to Investigation. We also opened a Wrongful Disconnection Payment (WDP) assessment to determine whether or not the disconnection had been conducted in accordance with regulatory requirements.

#### The outcome

The Investigation found that Retailer 6 had won billing rights in error in March 2014 as a result of another customer’s attempt to create an account. When this failed, Retailer 6 established a “Dear Occupier” account for the supply address. It advised that it would not bill the customer for any usage, and that it had transferred the customer’s account back to her preferred retailer, retrospective to 22 August 2014. EWOV contacted Retailer 5, which confirmed that it would bill the customer from the retrospective transfer date. The customer was satisfied with this outcome and the case was closed.

Our WDP assessment found that the customer’s electricity supply had been disconnected between 10:39 am and 1.00 pm on 5 November 2014, and that if the disconnection was determined to be wrongful, the customer would be entitled to a payment of \$24.48. Without acknowledging that the disconnection was wrongful, Retailer 6 agreed to pay the customer an equivalent credit.



## Customer stories<sup>1</sup>

The customer received a quote from Retailer 4 and agreed to transfer her electricity account to it. She later changed her mind about the transfer, and contacted Retailer 4 to cancel the contract less than 24 hours after the initial agreement. Despite this, the transfer went ahead. The customer asked Retailer 4 to transfer her account back to her original retailer, but this didn't occur, and the customer received bills from Retailer 4. (2014/49088)

The customer moved into a new property in June 2014 and made arrangements for Retailer 20 to supply gas. The account was not set up, however, and the customer received a gas bill from Retailer 12. This bill didn't have pay on time discounts or the customer's winter energy concession applied. Retailer 12 told the customer that it couldn't backdate her concession. The customer contacted EWOV seeking a retrospective transfer to Retailer 20 and billing with her concessions applied. (2014/45198)

The customer received a telemarketing call from Retailer 11, but told it that he was not interested in transferring his account. However, his electricity account was then transferred to Retailer 11 without his consent. The customer contacted Retailer 11 on 9 October 2014 to cancel the transfer, and was given a cancellation number. However, in November 2014 the customer's preferred retailer, Retailer 20, told him that billing rights to the property had been transferred to Retailer 11. (2014/48556)

<sup>1</sup> Most transfer complaints are closed as Unassisted or Assisted Referrals, meaning that we referred the customer to their retailer for a resolution. When the referral process is successful, EWOV isn't privy to the retailer's response. The stories in this section are drawn from such cases, and so represent only the customer's account of the issue.

## CONTEXT

Readers of this report should take into account the following:

### Reporting is by primary issue

Each case that EWOV receives is categorised with a primary issue which falls into one of nine issue categories: billing, credit, customer service, general enquiry, land, marketing, provision, supply and transfer. If the customer's statement indicates that the enquiry or complaint is about more than one issue, EWOV may register a second (or even third) issue for the one case. For example, a case may be registered as both misleading marketing and transfer without consent.

**Figures in this report refer to primary issue only.** In other words, the report includes only those cases in which a marketing or transfer issue was the most important issue. As well, any case that includes more than one marketing and transfer issue is reported only once – under its primary issue.

### EWOV's analysis is limited by its scope

EWOV only examines the cases it receives, limiting our ability to analyse trends and their causes. For example, we do not always know how much marketing retailers are doing; nor do we know how effective each retailer's internal complaint procedures are.

Marketing and transfer issues are most often systemic in nature. However, not all customers complain to EWOV. As such, the marketing and transfer cases we receive should be seen as indicative of dissatisfaction among a larger group of consumers.

### Most cases are Referred Complaints

This report is based on data taken from enquiries and complaints. Complaints are categorised as either Unassisted Referrals, Assisted Referrals, Real Time Resolutions or Investigations (see the Glossary on page 16). EWOV does not investigate Referred Complaints and is limited to hearing only the customer's account of the issue.

### Customers sometimes re-contact EWOV

Customers sometimes re-contact EWOV because after a referral back to their company, their concerns remain unresolved. This can mean that EWOV registers an Assisted Referral after a previous Unassisted Referral, or an Investigation after a failed Assisted Referral or Real Time Resolution.

### Customers sometimes lodge more than one case

For example, if a customer says that their electricity and gas accounts were transferred without their consent, EWOV will register both an electricity case and a gas case. We do this because differences between electricity and gas transfer systems cause resolution timeframes and outcomes to vary.

### Case data is subject to adjustment

EWOV sometimes reports the same measures in different publications. Data for these reports may be compiled on different dates, and in the meantime, some cases may have been re-opened, escalated or re-categorised as more information came to light. This can result in small variations in reported figures across different reports.

## GLOSSARY

### Complaint

A complaint is an expression of dissatisfaction regarding a policy, practice or customer service performance of an energy or water company that is part of the EWOV scheme, where a response or resolution is explicitly or implicitly expected.

### Enquiry

An enquiry is a customer's request for general information (e.g. about the Smart Meter rollout). This information may be provided by EWOV or the customer may be referred to another agency.

### Referred Complaint

EWOV does not know the outcome of referred complaints, except where the referral does not resolve the issue for the customer and they come back to us. There are two types of referred complaints:

#### Unassisted Referral

Where a customer has not yet spoken with their company about their complaint and they are referred back to the company's contact centre.

#### Assisted Referral

Where a customer has spoken with someone at their company's contact centre about their complaint, but it remains unresolved and the matter is referred to a higher level complaint resolution officer at the company.

### Real Time Resolution

EWOV's Real Time Resolution Team receives failed Assisted Referral calls from customers and then works to negotiate a fair and reasonable resolution of the complaint, typically within 24 hours.

### Investigation

A complaint for Investigation is registered where:

- an Assisted Referral or Real Time Resolution has failed, as the matter remains unresolved, and the customer has recontacted EWOV, or
- the matter is complex and unlikely to be resolved as an Assisted Referral or by Real Time Resolution, or
- the provider has requested an escalation to an Investigation.

### Not allocated

This case type is registered when a customer tells EWOV about their concern but it does not involve a Scheme Participant, or the customer does not know or tell us the company's name.

### Marketing cases

Marketing cases are about energy retailers' efforts to win new customers through channels including (but not limited to) door-to-door marketing and telemarketing.

### Misleading

Misleading marketing cases are cases in which a customer says that a sales agent has given them misleading information, often during a door-to-door or telephone

marketing interaction. Should a customer enter a contract on the basis of this information, issues of informed consent and contract terms disputes can arise.

### Pressure sales

Pressure sales cases are cases in which customers say they have been faced with excessive sales pressure during a marketing contact. Where the customer then agrees to transfer their account, issues of explicit informed consent can arise.

### Information

In marketing information cases, customers say that they received marketing information (for example, about exit fees or discounts) that they do not understand or that they think is incorrect. Cases in which a customer says that they did not receive appropriate or requested information, such as an offer summary, are also included in this category.

### Other

When customers are dissatisfied about exposure to some form of marketing, but their concerns do not fit within one of the specific marketing issues, the case is registered as "Other". Most of the cases in this category concern unwanted and sometimes regular contact from door-to-door sales agents and telemarketers. Also included in this category are cases in which the customer says they have been marketed to despite displaying a "Do Not Knock" sticker or being listed on the Do Not Call Register.

### Non-account holder

In non-account holder marketing cases, a sales agent solicits someone who is not the account holder at the property. Where the non-account holder agrees to transfer, a new energy account is set up in their name. Afterwards, the new retailer will often refuse to discuss the transfer with the original account holder for privacy reasons.

### Transfer cases

Transfer cases are about the processes involved in switching a customer from an old to a new energy retailer. The problems in transfer cases can be very complex, particularly where the customer (and potentially the retailers) are unsure which retailer holds billing rights.

### Contract terms

Contract terms transfer cases are cases in which the customer questions the terms of a contract. Where a customer has entered into a contract but the sales agent or retailer failed to draw attention to contract terms, issues of explicit informed consent can arise.

Often, contract terms cases involve concerns about termination fees. Cases about termination fees frequently arise from other marketing and transfer complaints. For example, a customer may complain that they were misled into signing a contract, later finding that they would be charged a termination fee if they left the new contract.

### Delay

Where there has been a delay in the electricity or gas transfer process, the case is registered as a transfer delay. For example, a customer might be told that their supply will be transferred at the next scheduled meter read, but instead they continue to receive bills from their previous company.

### In error

Sometimes billing rights to a customer's supply address are transferred between retailers in error. The most common causes of a transfer in error are billing system problems, the use of incorrect meter details and customers supplying an address that does not correspond with information in the transfer database, the Market Settlement and Transfer Solution (MSATS).

Resultant disruption to a customer's existing payment arrangements can cause them to fall into arrears. Where a new retailer sets up an "unknown customer" account and sends "Dear Occupier" bills, customers may not respond because they do not believe they have an account with the new retailer. If this continues for a long time, the new retailer may disconnect the customer for non-payment.

### Site ownership

A case is registered as a transfer site ownership case where there is confusion about which retailer has the right to bill for electricity or gas at a property. This confusion can be caused by issues in the transfer process, such as incorrect or transposed meter details. Site ownership issues can lead to an inadvertent supply disconnection, and customers may contact EWOV because they do not know which company should be billing them.

### Without consent

EWOV registers a transfer without consent case where a customer says that a retailer gained billing rights for their property without having obtained the customer's explicit informed consent. Depending on the terms of their original contract, the customer may find themselves liable for a termination fee.

### Billing

Transfer billing cases are cases in which a billing issue has arisen out of the electricity or gas transfer process. For example, after a transfer, there may be a delay before the customer receives their first bill. Alternatively, the customer might receive bills from both their previous and new company.

### Cooling-off rights

In cooling-off rights cases, customers say that they cancelled a contract within the ten-day cooling-off period, but the transfer occurred nonetheless. Such cases suggest systemic problems with a retailer's contract cancellation procedure, and could be avoided with process and system improvements. Also included in this category are cases in which a customer entering a contract was not told, or was given incorrect information, about their cooling-off rights.

### Objection

When a customer contacts EWOV because an energy retailer has objected to a transfer either to or away from it, EWOV registers this as a transfer objection case. A retailer may object to a transfer away from it because of an outstanding account balance. Conversely, a retailer may object to a transfer to it until the customer has paid a bond as security. Retailers also object to transfers for technical reasons, such as incompatibility between meter data and billing systems.

## APPENDIX

### APPENDIX 1 - FIGURE 4.

Marketing issues by quarter, October–December 2013 to October–December 2014

ISSUE	OCT–DEC 2013	JAN–MAR 2014	APR–JUN 2014	JUL–SEP 2014	OCT–DEC 2014
Non account holder	6	9	4	9	3
Other	28	23	33	22	13
Information	27	21	20	26	20
Pressure Sales	41	45	28	40	28
Misleading	211	165	118	123	81

### APPENDIX 2 - FIGURE 5.

Transfer issues by quarter, October–December 2013 to October–December 2014

ISSUE	OCT–DEC 2013	JAN–MAR 2014	APR–JUN 2014	JUL–SEP 2014	OCT–DEC 2014
Objection	135	93	88	72	61
Cooling off rights	148	166	102	94	71
Billing	383	207	136	146	130
Without consent	423	390	255	192	150
Site ownership	248	189	205	205	205
Delay	548	494	330	308	227
In error	543	448	291	294	239
Contract terms	644	571	480	562	319