



Unit 10

Common Complaints & Enquiries

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Introduction

In the preceding units we have already considered many of the issues that consumers have with their energy suppliers.

In this unit we will consider again some of the most commonly encountered issues facing consumers with their gas and electricity bills and problems concerning their supply. We will also examine the practical advice that is appropriate to offer to the consumer.

The stages of C's journey addressed in this unit are as indicated below:



Consumer complaints and issues covered in this unit are discussed in the following categories:

Section 1: Billing

Section 2: Metering

Section 3: Connections, quality of supply and safety

Section 4: Transfers and contractual issues

Section 5: Debt and disconnection

Section 6: Enquiries

Now let's look at each of these areas in turn.

Section 1

Billing issues

There are many reasons for people experiencing difficulties with their energy bills.

It is worth remembering that the CHS Regs require suppliers to have procedures in place to deal with consumer complaints which must be displayed on their website. Consumers must also be directed to the website or otherwise offered a free copy of the procedure where the complaints remain unresolved after two days.

When giving first tier advice to consumers it will often be appropriate to advise them to write to their supplier to formalise their complaint and reference should be made to the procedure in place for the supplier concerned in the individual complaint. This information is available to you on Knowledge Base. It may also be appropriate for the consumer to seek compensation payments from the supplier in accordance with their rights given by the guaranteed standards, full copies of which are reproduced in Annexes 3-7 and are also available for you to access on the Adviceguide.

We will now consider some of the more common types of complaint that you are likely to receive when handling calls at Citizens Advice and examine the advice that it is appropriate to offer to the consumer.

In this section we will look at the following areas:

- Unexpectedly high bills: personal circumstances
- Faulty appliances
- Inaccurate readings
- Infrequency of meter readings
- Estimated accounts and catch-up bills
- Unclear bills
- Billed on wrong tariff
- Missing payments
- Insufficient payment arrangements
- Multiple billing by more than one supplier
- Billing errors
- Energy consumption calculations
- Landlord secondary metering
- Disputed responsibility for payment of bills

Unexpectedly high bills: personal circumstances

Price increases may occur due to a rise in the cost of fuel. However, there are also a variety of situations in a person's personal circumstances which may give rise to an increase in their fuel bills and a change in the rate of their energy consumption.

Faults in meters are relatively rare. Consumers who are faced with an unusually high bill should check whether or not their consumption of energy has increased by comparing it to the amount charged and units used for the corresponding period on previous bills. If consumers have not retained a copy of their previous bills they should contact their supplier to request copies. It may also be appropriate to signpost the consumer to the Energy Savings Trust to obtain information regarding the average consumption so that they can gauge their own situation.

Consumers should also be encouraged to consider whether the following factors are applicable to their situation where they assume that there may be a problem with the accuracy of the recording of their energy usage:

- ✓ seasonal variations in the weather leading to more fuel being used over the winter months
- ✓ unexpectedly cold weather for the time of year causing an usually high energy usage
- ✓ more time spent in the home:
 - unemployment
 - working from home
 - retirement
 - new baby – home kept warmer
 - illness – home kept warmer
- ✓ more people at home, for example relatives staying
- ✓ additional electrical equipment
- ✓ faulty gas and electrical appliances using more energy (see 1.2 below)

- ✓ appliance accidentally left on all of the time (for example, immersion heater or electric fire)
- ✓ getting to know a new heating system
- ✓ not understanding Economy 7 (particularly storage heaters)
- ✓ gas boiler needs servicing
- ✓ moving into a new house and familiarisation with heating system and timers

If the consumer still suspects that their meter may be faulty they should follow the advice given below

Example

Jack calls for advice as he has just received an energy bill which is higher than he would normally expect to receive. Jack confirms that the bill received is not a catch-up bill and that there has not been an increase in the rate charged by his supplier for the unit cost of the energy used. Jack wants to know if it is likely that there is a problem with his meter.

Advice

It is unusual for meters to be faulty. Consideration should be given to the factors listed in (a) above with Jack. If none of these situations apply Jack will need to contact his supplier to express his concerns about the accuracy of the meter and to request that his meter is checked – see advice below.

Faulty appliances

Where a consumer has a faulty appliance this may cause an increase in the energy used resulting in a higher bill. The consumer is responsible for payment to their energy supplier for the bill. They may, however, be able to make a claim against the seller of the faulty appliance in accordance with any rights that they may have under the CRA. For details of consumers' rights in these situations refer back to unit 2 'Contract law'.

Example

Susan purchased an electric heater from a shop on her local high street five months ago. She has recently realised that the time switch on the heater is faulty and that as a consequence she

has been using far more electricity than planned. Susan has just received her electricity bill which is approximately £50 more than she would normally pay and she believes that this increase is attributable to the faulty heater.

Advice

It may be that Susan is able to seek redress under consumer legislation. The call may therefore be handled in accordance with protocols for further action and advice to be given.

Note- Susan's rights and remedies may be different if she has bought the heater for business use.

Inaccurate readings

An inaccurate reading may be the reason for an incorrect bill being issued to the consumer. This may have occurred for a variety of reasons, such as:

- ✓ error on the part of the person taking the reading
- ✓ error made by the supplier who has crossed the consumer records with another consumer
- ✓ a meter exchange has taken place but has not been recorded by the supplier

Practical tip

If the consumer disagrees with the meter reading stated on their bill they should contact the supplier to query this and provide up to date accurate readings. They should also check that the correct MPAN / MPRN details are recorded on the supplier's system and that the meter serial number is correct.

Estimated accounts and catch-up bills

Problems may occur where estimates are given as these are usually based upon historical consumption data. Therefore if there has been a change in circumstances for the consumer the supplier's estimate is likely to be inaccurate leading to either an over-charge or an under-charge for the fuel used. This can lead to the consumer being issued later with a large catch-up bill where the supplier back-bills the consumer for the fuel which has previously been used but not charged. This can be a shock for the consumer and can cause distress and in some cases, financial hardship as the consumer is obliged to pay for what they have used. We discussed the extra help which may be available for consumers who are in debt and who are 'vulnerable' in unit 8 'Debt and disconnection'.

The ERA Back Billing Code is a voluntary code of practice which applies as of 1st July 2007 to domestic consumers only. A detailed explanation of the code and how it works is provided in unit 5 'Charging for fuel'. In some instances a domestic consumer who has received a new or catch-up bill may be able to ask their original supplier to apply the Back Billing Code so that they are only liable for energy billed within the last 12 months.

Generally the code will apply if it can be shown that the supplier was at fault for mismanaging the account. Note, however, that there are exceptions when the Code will not apply.

Example

Mr Smith contacts you in a distressed state. He explains that he has received a very high catch-up bill from his gas supplier. This is on the basis that the previous bills were based on estimates. Mr Smith says that he has provided several meter readings to the supplier but that these have been ignored. The supplier has never attempted to arrange for a meter reader to attend Mr Smith's property.

Advice

Mr Smith would normally have to pay for the energy that he has used. Given the circumstances he could contact the supplier and request that they apply the Billing Code so that he is only billed for 12 months from the date of the bill. He should write to the supplier to make his request by recorded delivery or obtain a certificate of posting and keep a copy for his records. He should also be encouraged to call back for further advice if the matter is unresolved.

Unclear bills

Consumers usually receive an energy bill from their supplier each quarter, except for those on pre-payment meters who do not normally receive bills. There is no legal obligation in law requiring a supplier to send out bills at any specific interval. Each supplier does, however, have a code of practice for the payment of bills that will state when bills should be sent out. The consumer should therefore contact their supplier to ask for a copy of the code of practice if bills have not been received.

Further discussion regarding the information that should be included in a consumer's bill can be found in unit 5 'Charging for fuel'.

Even if a supplier does not send regular bills they have been required since 1st July 2010 to send an annual statement to the consumer that must provide the following information:

- ✓ the name of the consumer's current tariff
- ✓ the consumer's consumption for the past 12 months in KWh
- ✓ an estimated cost in £ per year of the consumer's supply for the next 12 months

- ✓ a reminder of the principal conditions of their contracts
- ✓ information about any premiums / discounts that may apply to their tariff as opposed to the supplier's standard tariff if payment is being made by direct debit

- ✓ a reminder that the consumer can switch, together with advice about how to do so

We considered in unit 5 'Charging for fuel', information that should be contained within an energy bill and illustrations were given regarding what a typical bill looks like and how to interpret the information provided.

Practical tip

If consumers are confused regarding the abbreviations used in their bill they should be referred to the guide on the bill which explains the symbols used. For example, it is common practice for the letter 'E' to be used to show that the bill has been calculated based upon estimated readings and the letter 'A' is used to show an actual meter reading has taken place.

It is good practice for consumers to retain copies of their energy bills so that they can compare recorded consumption and charges for one period against another.

It is important to remember that it is ultimately the consumer's responsibility to know what they owe and to pay it on time. Therefore, if a consumer does not receive a bill it does not mean that they can avoid payment.

Billed on wrong tariff or at the wrong price

We considered in unit 5 'Charging for fuel' the different types of tariff that can be used by energy suppliers. Problems may occur when the supplier issues a bill which has not correctly calculated the fuel used according to the tariff actually agreed with the consumer.

Examples of how this may occur include:

- ✓ the consumer has an Economy 7 meter but has not agreed with the supplier that they will be charged at different rates for night and day time usage
- ✓ the consumer has had a new meter installed but the supplier has not updated their records regarding the meter exchange properly
- ✓ the consumer has moved into a new property which has an Economy 7 meter but the previous tenants had asked the supplier to bill using a single rate tariff and this has not been changed
- ✓ the day and night time readings for Economy 7 become transposed so that the consumer is being charged the wrong rate
- ✓ the consumer has been billed on a business tariff (where the previous occupant was a business)
- ✓ price increases have not been accurately applied to the consumer's account
- ✓ the consumer has a pre-payment meter which has not been changed manually to reflect a price increase*

*A programme is underway to replace all of the old meters with those that can be electronically updated. The Big 6 suppliers have issued policies for dealing with consumers who have been billed on the wrong tariff, which should be consulted when giving advice on these issues.

Example

John receives an unusually high electricity bill. He states that he has storage heaters installed in his property. There has been no significant change in circumstances for John and his family that could have affected the amount of energy used.

Advice

John should check the readings on his meters to ensure that they are correctly stated on his bill. He should also check that he has been charged the correct tariff for the day and night time usage to ensure that the readings have not been transposed. He should then contact the supplier to dispute the bill, if appropriate, and ask for an amended bill to be issued.

If John does not use much electricity at night he should seek advice from his supplier (and other suppliers) to see if it would be cheaper for him to be billed using a single rate tariff.

Practical tip

Consumers should take a meter reading on the day of expected price increases and inform the supplier. If an old pre-payment token meter is in place the consumer should be aware that the supplier will need to make arrangements to attend at the consumer's home to update the meter. More up to date meters will change automatically.

Missing payments

Sometimes it may be the case that the supplier has, in error, failed to record a payment made by the consumer. Reasons for this may include:

- ✓ the consumer providing an incorrect reference number
- ✓ the payment being lost in the post
- ✓ incorrect input error by the supplier
- ✓ the debit / credit card system was not fully operational

Practical tips

- the consumer should contact their supplier to ask for an explanation as to why the payment made is not showing on their account
- consumers should have available proof of when the payment was made (for example, on a bank statement and the reference number used (on bill))
- the consumer may need to contact their bank to ensure that the money left their account and to ask that the payment is traced
- where payment was made by cheque if this has not been cashed it should be cancelled

Example

Mary made a payment of £37 at her local post office using the paying in slip at the bottom of her gas bill. The gas bill was stamped by the post office to confirm the date that the payment was made. When the next gas bill came in, it did not show the payment that had been made.

Advice

Mary should contact her supplier to query her account and provide proof of her payment. She should request that the appropriate amendment is made and an updated statement of account sent to her.

Where a pre-payment meter is in use a payment may be misdirected which could take some considerable time to resolve with the supplier. This may be, for example, where they have used somebody else's pre-payment device. Further instances as to how this could arise are discussed in unit 6 'Paying for fuel'.

Practical tips

The consumer should write to their supplier providing details of the amount of credit used, the payment card used and the account number and request that their account is credited with the relevant amount as soon as possible. The supplier will then usually submit a misdirected payment form to recover the money. The money will be sent to the supplier and not to the consumer.

If the consumer sent a cheque which was credited to the wrong account they will need to provide proof of payment. Reimbursement for any charges incurred by the bank for a copy of the cheque could be sought from the supplier.

Insufficient payment arrangements

Problems may occur when a supplier underestimates a consumer's consumption when setting payment levels. This will result in increased payments being required when the underpayment is discovered.

The Back Billing Code states that suppliers should reassess the payment arrangements every 15 months for consumers who pay by direct debit.

SLC(G&E)27(S) states that where the consumer pays by direct debit the supplier must take all reasonable steps to ensure that the fixed amount paid by the consumer is based on the best and most current information available (unless the contract states otherwise) and must provide a clear explanation of the basis for the fixed amount.

Multiple billing by more than one supplier

Problems can occur when there is a transfer in energy supplier and both the old and new supplier then bill for the same period to the same consumer. The consumer is only liable to pay one supplier for a single period of time / usage. Common reasons why this may occur include:

- (a) Incorrect meter readings**
- (b) Incorrect consumer details**
- (c) Moving into a new build property**

We'll now consider each of these in turn:

(a) Incorrect meter readings

If the previous supplier has a higher final reading than the new supplier's opening meter reading, this can result in two bills for the same period.

Example

Sue calls for advice as she changed energy supplier two months ago and has now received a bill from both her old and new suppliers for some of that period.

Advice

If the previous supplier did not receive a final reading and has not closed the account for Sue, they may continue to bill or take direct debit payments. However, once they have received a final reading the account should be closed and any over-payment refunded to Sue.

Sue should contact both suppliers and ask them to agree an accurate transfer meter reading and to adjust their accounts with her accordingly.

(b) Incorrect consumer details

Mistakes with bills can occur particularly when suppliers obtain consumer details using information received from the MPAS or National Grid. This can commonly arise where an incorrect address or postcode has been used, or the address relates to various flats under the same street number, especially where properties have recently been divided into flats.

Example

Mrs Smith is billed by Supplier 1 for both her gas and electricity supply at her property at flat number 32A The High Street, Anytown. She then receives a letter from Supplier 2 thanking her for agreeing to transfer to them.

Mrs Smith has not requested the transfer and does not understand why she received the letter from Supplier 2.

Advice

As Mrs Smith has not agreed to the transfer she should contact Supplier 2 to explain that she has not consented to the transfer and that they have made an error. She should request that they supply her back to Supplier 1 as this is an erroneous transfer. The issue for erroneous transfers is also discussed below in section 4 of this unit.

(c) Moving into a new build property

With newly built properties the developer normally nominates a specific supplier of their choice to supply the properties on site. If the supplier fails to set up these new accounts for the newly built property, the new occupants may be unaware of the developer's choice and select a different supplier.

In this case, the supplier who was originally nominated by the developer should continue to supply the property and issue bills. The alternative supplier should close their account and refund the occupants any money that they have received from them.

If the new occupants wish to transfer from the original supplier they would have to contact the supplier of their choice and engage in the whole transfer process (discussed in unit 4 'Energy supply contracts').

Example

Stephen contacts CA for advice. He says that he recently moved into a newly built house a few months ago and arranged for his gas to be supplied by XYZ Suppliers. He has now received a bill from ABC Suppliers and cannot understand what is going on. He has contacted ABC Suppliers and they have told him that they have a supply agreement for that property.

Advice

It is likely that this is the supplier that the developer originally contracted with for the supply of the property. If Stephen wishes to use XYZ Suppliers he will need to engage in the whole transfer process.

Other problems may occur with new builds where the original builder's plot numbers do not match the eventual street numbers causing address mix-ups.

Billing errors

Other problems which may occur may include:

(a) Wrong direct debit payment amount set up

This may occur for a variety of reasons including errors made by the supplier when setting up the payments and the level being set according to estimates which are inaccurate.

(b) Unauthorised withdrawals

There are various types of complaints that consumers may make regarding monies being taken from their accounts without their agreement, such as:

- ✓ The supplier has under-billed and then tries to take the deficit from the consumer in one amount
- ✓ The supplier increases the direct debit payment without giving the requisite notice under the direct debit guarantee

(c) Incorrect meter information

The metric gas meters (five digit) may have been billed as imperial (four digit) or vice versa.

Similarly the supplier's records may wrongly state that the consumer has an Economy 7 or other non-standard tariff.

(d) Billing error by old supplier

Where the consumer transfers to another supplier, a bill should be received from the previous supplier within 30 days of the opening and closing reads being agreed or otherwise the supplier should provide an explanation of why they have not issued the bill. It is important for the consumer to contact their new supplier on the day of the transfer to provide an actual meter reading as the supplier is responsible for sending the closing reading to the old transporter / network operator who acts as a data manager. If the consumer has not provided a meter read the old supplier may estimate the final account which may then lead to a dispute if the consumer believes that they have over-estimated their consumption.

The Master Registration Agreement (Clause 29.3) states that the old or new electricity supplier can dispute a change of supplier meter reading within 12 months of the date of transfer. However, it is open for the consumer to object after that time.

Energy consumption calculations

Consumers may receive a bill from their supplier and wish to query the way in which the supplier has calculated the units charged.

An explanation of the way that energy is measured is given in unit 5 'Charging for fuel'. Advice regarding how bills are calculated from the meter reading and how to convert gas meter readings into kWhs can also be found in Annexe 16.

Landlord secondary metering

The Maximum Resale Price (MRP), which is set by Ofgem, applies whenever gas or electricity is bought from an authorised supplier and then sold on for DOMESTIC USE.

Discussions regarding the situations when the MRP will apply are set out in unit 5 'Charging for fuel'. The most common enquiries that you are likely to receive in your advisory role at Citizens Advice are regarding the charges made by landlords and caravan parks.

Charges for energy

As from January 2003, landlords and re-sellers have only been allowed to charge what they themselves have been charged by their supplier.

Standing charges

Any standing charges paid to the supplier can be recovered by dividing this between their tenants or users on a pro-rata basis.

VAT

Landlords can only pass on the lower rate of VAT to users regardless of the rate that they pay themselves.

Other charges

The landlord or re-seller must not include other charges, such as for administration, lighting common areas within a bill for gas and electricity. This would need to be separately billed and is not part of the MRP.

Calculating the bill

Where a meter is in place, the landlord or re-seller should bill for the units used together with the pro rata contribution towards the standing charges at the same price that he paid his supplier.

If there is no meter available, the landlord or re-seller should use his best endeavours to accurately estimate the amount of energy used. The landlord or re-seller has to show that he has used an appropriate method of properly apportioning the costs taking into account the floor space that the tenant occupies and the number of appliances used, etc.

The landlord or re-seller must provide an explanation of the method used for calculating the bill upon request.

There is helpful information on the Ofgem website in the form of a 'Guidance for Resellers' fact sheet regarding the rules for maximum resale price (MRP) which can be downloaded from the website at www.ofgem.gov.uk. This is useful for both landlords and tenants. The Ofgem guidance on MRP should also be consulted.

Practical tip

It may be necessary to advise the consumer to seek further legal advice if their issue is not covered by the MRP. They should be signposted to either Citizens Advice (www.citizensadvice.org.uk) or they may have to consult a solicitor.

Examples may include disputes about issues such as the amount charged for rent, site fees.

Disputed responsibility for payment of bill

There may be a disagreement between people as to who has legal responsibility for the payment of an energy bill. The most common situations where this may occur could include:

- ✓ moving out
- ✓ new occupiers
- ✓ death
- ✓ landlords and rented property
- ✓ premises that are jointly occupied

See unit 6 'Paying for fuel' for discussion of these issues.

Summary of general practical tips for billing issues

As we have seen there are many different factors which may affect the accuracy of the bill. Practical tips to assist the consumer in avoiding and detecting billing problems may include:

- consumers should familiarise themselves with the location of the gas and electricity meters, take their own readings and provide them to the supplier
- bills should be checked – it is important for the consumer to identify whether the serial number shown on the bill corresponds with that on their meter, and also to ascertain if the bill is based on actual meter readings or the supplier's estimate of their energy consumption
- consumers should check that the payments that they have made to their supplier have been credited correctly to their account
- consumers should challenge any discrepancies found with their supplier
- consumers should always ensure that they communicate with their supplier by WRDKC / COP.



Section 2

Meter problems

There are a variety of different meters which may be used by a consumer. Detailed discussion of this area is given in unit 5 'Charging for fuel'. Here we will focus on the main areas of consumer complaint.

In this section we will consider the following issues:

- Unknown or incorrect supply number / meter number
- Misreading of meters
- Inaccuracy of meters
- Dual rate meter problems
- Pre-payment meter issues
- Difficulties gaining access to get meter readings
- Meter tampering and un-metered charges

Note that complaints regarding the movement of meters are discussed in section 3 of this unit.

Unknown or incorrect supply number / meter number

A consumer may not know who their supplier is.

Electricity

The Meter Point Administration Number (MPAN) is the unique reference number that relates to the consumer's property and will not change if their meter is replaced. This supply number may be found on the consumer's bill or by contacting the local electricity distribution company. Consumers should ask to speak to their Meter Point Administration Service (MPAS).

Practical tip

ECOES is the Electricity Central Online Enquiry Service. You can conduct an online search for the consumer during your call to establish the identity of their supplier as CA has access to this service. The ECOES website provides a consolidated view of MPAS data for all metering points in the GB market but is not accessible to domestic consumers.

Gas

The equivalent unique reference number for gas is the Meter Point Reference Number (MPRN) or 'M' number for short. This can also be found on the bill or by contacting the M Number Enquiry Line which is run by Xoserve.

If the consumer is unable to identify their MPRN they may have to contact each transporter to ascertain who their transporter is. Other helpful steps may include:

- ✓ enquiring of neighbours who their transporter is. If it is a new development it is likely all of the houses will have the same transporter
- ✓ contacting the builder/developer for the information
- ✓ checking the meter box for the meter serial number / stickers / symbols / codes which may indicate
- ✓ checking the original plot number for the house, unit number, unit name etc as incorrect registration of the supply can often cause problems in the identification of the supply number

Practical tip

When the consumer is contacting either MPAS or the M Number Enquiry Line they will need to provide their:

- ✓ house number and
- ✓ post code

You may be able to assist the consumer by using ECOES or Xoserve to ascertain the details of the supplier during your call.

A consumer may also experience one of the following problems:

- ✓ they are receiving bills which show a different MPAN / MPRN to the one on their property
- ✓ they are receiving bills on duplicate MPAN / MPRN reference numbers
- ✓ incorrect or outdated information is being provided by MPAS / Xoserve

In any of the above situations the consumer should contact their supplier to raise their concerns. The supplier may then arrange for the meter operator to attend at their property to confirm the correct details.

The supplier may request the following details from the consumer:

- ✓ the date that the consumer moved into the property
- ✓ the initial meter reading and current meter reading
- ✓ the type of meter that is in place and its serial number
- ✓ the MPAN / MPRN if known
- ✓ the account number on any bills received
- ✓ information regarding whether the property is newly built or developed. If relevant the consumer may need to contact the developer for further information to provide, for example, the original plot number of the property

Misreading of meters

It is common for consumers to attribute a high bill to their meter being faulty. As already discussed this is relatively rare, and it is more likely that there has been a misreading of the meter or there is another billing problem.

Common reasons for inaccurate meter readings may include:

- ✓ incorrect record taken by person reading the meter (may be the consumer)
- ✓ a meter exchange has taken place but has not been recorded by the supplier
- ✓ meter records have become crossed with someone else's reading – perhaps due to a transposed MPAN / MPRN
- ✓ the wrong meter has been read (multiple occupancy houses with separate meters are particularly vulnerable)
- ✓ consumer has switched supplier but new supplier has not taken meter reads so that opening and close reads are estimated. Under the ERA Code of Practice for accurate Bills suppliers should agree the reads that they will work from. The consumer should then receive a final bill on the basis of these readings within 30 days

Example

Mark calls for advice. He states that he is shocked to have received a bill today from his electricity supplier which shows a significantly higher reading than that taken by the meter reader when he attended at the property. The MPAN and meter serial number on the bill are correct which is even more confusing.

Advice

Mark should contact his supplier and confirm his position in writing sending his letter by recorded delivery or by obtaining a certificate of posting and retaining a copy for his records, to challenge the reading stated on the bill. The supplier may then arrange for another meter reading to take place to try to resolve the issue.

See the Citizens Advice website for information on how to read a meter.

Practical tips

If a consumer suspects that the supplier's records are incorrect, they should contact the supplier. The supplier may then want a second meter reading to check the one given by the consumer. An amended bill should then be sent to the consumer if a discrepancy is found.

This may be a more frequently encountered problem in shared accommodation where meters are often grouped together making it easier for mistakes to occur.

If the consumer suspects that their meter has been crossed with another they should confirm with the supplier that the meter serial number that they have on their records matches the one on the meter at the property and that the MPRN or MPAN on the bill matches the ones on the supplier's records.

Inaccuracy of meters

It is relatively uncommon for a meter to be faulty as on average meters usually work for up to 20 years without problems. For further information regarding meters including the permitted tolerances for accuracy see unit 5 'Charging for fuel'.

Summary of tolerances

Electricity: No more than 2.5 per cent higher or 3.5 per cent lower than the amount of electricity used.

Gas: Must be accurate within 2 per cent of the exact amount of gas used.

If the consumer is concerned that their meter may be faulty they can do the following:

- ✓ their own simple test by switching off all relevant appliances and seeing if the meter moves when everything is off
- ✓ report the matter to their supplier

The following guaranteed standards will apply in this situation:

GS reference	Standard	Further details in:
GS(E)17(S)	Meter inaccuracy	Annexe 3
GS(G)4(S)	Meter disputes	Annexe 6

It may be advisable for the consumer to pay to the supplier a sum which they believe is equivalent to the cost of the fuel that they have used in an attempt to try to avoid being disconnected through non- payment.

Suppliers may ask consumers to take readings over a seven day period and / or carry out their own checks including the installation of a check meter or for electricity meters, a standard load test.

If the tests show that the meter is not faulty, or the consumer is otherwise unhappy with the outcome of the investigation, an official test can be undertaken by SGS on behalf of Ofgem, the results of which are binding.

Practical tip

Suppliers may charge for ancillary costs here, for replacing the meter / transporting the meter to the laboratory, etc so the consumer should make enquiries regarding their liability to pay. If a meter is removed for further testing the consumer should make a note of the serial number and the reading at the time of the removal. This may help to avoid billing disputes if the account is re-assessed.

The consumer should check to find out if the official test fee is payable up front. If a meter is found to be inaccurate, the consumer should not be liable for the fee and if it has been paid already, they will normally have their test fee refunded and a new bill issued. If the test shows that the meter is accurate, the consumer may still be charged for the official test.

Dual rate meter problems

Systems which operate a dual rate meter, such as Economy 7 have two meter readings which can be either dial or digital meters. Guidance as to how correct readings can be found on citizensadvice.org.uk

Common problems which may be experienced with dual rate meters include:

- ✓ problems with the time switch transferring between the rates charged
- ✓ the higher charge being applied during the lower rate period
- ✓ one or both rates have stopped recording
- ✓ readings between rates are transposed

The most commonly encountered problem with dual rate meters are problems with the time switch. The time switch is separate from the meter and can be replaced without the meter being affected. When one of these switches fails it either gets stuck on the night or daytime rate. All units are then charged on that rate.

There are currently two types of time switches, namely:

- ✓ mechanical and
- ✓ transmitter

Transmitters can be affected by their surroundings and can become unreliable if, for example, there is dense tree coverage or they are sited in a valley or amongst hilly terrain. This would often become apparent when consumption is shown to be erratic, in which case the transmitter would need to be replaced with a mechanical switch.

Practical tip

When the consumer discovers the fault they should contact their supplier to ask them to investigate the problem. Suppliers will often then attempt to estimate what the usage would have been on the rate that should have been recorded. This is calculated using a percentage. The consumer can dispute this calculation if they do not agree with its accuracy.

Pre-payment meter issues

An explanation as to how pre-payment meters operate is given in unit 5 'Charging for fuel'.

Common problems which may occur with pre-payment meters can include:

- ✓ lost card / key
- ✓ faulty card / key
- ✓ delays in getting replacement card / key
- ✓ misdirected payments
- ✓ emergency wind-ons (where electricity is provided prior to payment being made)
- ✓ faulty meters (including low batteries)
- ✓ disputed debt recovery
- ✓ consumer is unable to get to PayPoint facility to credit their card
- ✓ PPM settings (tariff rate/ debt repayment rate) are disputed
- ✓ self disconnection through lack of finances

If consumers are using a temporary pre-payment device, they should ensure that they keep receipts for all payments made. This ensures that they can provide proof of purchase in the event that any problems occur with their account at a later date.

Practical tips

- consumers should always keep proof of payment for key cards and tokens
- if a key card or token is lost the consumer should contact the supplier to ask for a replacement. This should not cause problems for the supplier as there is no intrinsic value on the item itself. It is the consumer's account that is credited with the payment and the key card or token simply enables the consumer to access the fuel and start the meter recording

- if a consumer complains that their pre-payment meter shows 'cards not accepted' or similar it is likely that there is a problem with the key card or token
- if the pre-payment meter has a message flashing such as 'error' or 'call / help' or 'battery' it is likely to be a problem with the meter itself
- PPM consumers do not usually receive bills but the situations in which this may occur are discussed in unit 6 'Paying for fuel'
- PPM consumers can expect to receive annual statements even though they do not normally receive bills

If the consumer reports that a PPM has broken, is not taking the correct amount for debt, or the credit they have bought does not transfer properly, then the following guaranteed standards will apply:

GS reference	Standard	Further details in:
GS(E)18(S)	PPM faults	Annexe 3
GS(G)5(S)	PPM disputes	Annexe 6

There are different types of PPMs. The older types cannot be updated electronically and require credit to be added by purchasing tokens from shops rather than by key or card. If any credit is due back to the consumer this will have to be done by cheque and the meter adjusted manually by the supplier if any debt needs to be added.

SLC(G&E)28(S) requires the supplier, amongst other things, to make available to the consumer, in plain intelligible language, its obligations to:

- ✓ provide information about the pros and cons of pre-payment meters
- ✓ where consumers can get information or assistance if the pre-payment meter or device used to charge it with credit is not working properly
- ✓ procedures for removing / re-setting PPM any timescales and conditions applicable
- ✓ ensure that the PPM is reset within a reasonable period of time

Practical tip

If consumers have these old types of PPM they should contact their supplier and ask that they replace the meter asap as payment tokens are being phased out and withdrawn from sale. Suppliers are currently undertaking a programme to replace all of the old meters with new ones that can be electronically updated.

Difficulties gaining access to meter to get readings

It may be the case that the consumer is unable to take a reading of the meter themselves due to the current positioning of it. Sometimes consumers may experience problems getting the meter moved due to:

- ✓ the prohibitive costs involved

- ✓ delays by the supplier in completing the work

This is particularly concerning where a consumer has been informed that their meter needs to be moved for safety reasons. Similarly it may not be possible to re-position the meter for safety reasons.

Note that they may be able to get the meter moved free of charge if they have difficulty reading and operating it if they are on the Priority Services Register (PSR). See unit 5 'Charging for fuel' and unit 8 'Debt and disconnection' for further information on the Priority Services Register.

Common complaints here also include that the consumer is not given access to the meter by their landlord or management company.

Legally the tenant must have access to an isolator switch to enable them to switch off the energy supply in the event of an emergency. For gas this is often a valve, and for electricity it is a switch.

Practical tip

The consumer may have had several estimated bills due to there not being any access to the meter. Although the tenant may not have access to the meter itself, the consumer could request that the landlord or an agent attend at a time and date agreed with the meter reader to try to resolve the issue.

Meter tampering and un-metered charges

The tampering or interference with meters in order to steal electricity or gas is a serious criminal offence. This may be reported to the police by the supplier. Both suppliers and distributors have specialised teams, often referred to as 'Revenue Protection' teams who are trained to spot the signs of meter tampering, the most common form of which is a meter bypass.

If theft has occurred or the meter has simply failed to register the energy used, the supplier is still entitled to charge the consumer for the energy used. The supplier might bill the consumer by calculating the bill on the basis of the consumer's previous usage figures (average consumption during a similar season), or by estimating the time that the meter had not been registering the energy used.

Signs of meter tampering

Signs that a meter may have been tampered with include damaged or missing seals and a damaged meter casing. This is caused by wires or pipes being fixed to by-pass the meter or to make the meter disc rotate backwards. The 'tails' at the back of the meter may also have burnt out although there could also be a variety of other factors causing this.

Supplier's actions

A supplier may be alerted to a potential meter tamper by:

- ✓ the police (meter tampering is often linked to other forms of crime, such as the cultivation of illegal drugs)
- ✓ a report from a meter reader who has reported indicative signs
- ✓ the consumer's recorded energy consumption which has dramatically reduced.

Practical tip

If a consumer suspects that their meter has been interfered with, they should report this to their supplier immediately.

The supplier will usually obtain a warrant to enable them to enter premises to inspect the meter as force can then be used to enter if the owner is not present or will not allow entry. The supplier will usually remove the meter and disconnect the supply until the consumer makes arrangements to pay.

A consumer can apply to the court to seek an order requiring the supplier to reconnect them if the supplier has exceeded their powers, for example, by charging excessively for the supply during the period of meter tampering and refusing to reconnect until the charges are paid.

As discussed in unit 5 'Charging for fuel', the supplier is able to recover certain costs connected with their investigation and necessary work and reconnection charges if applicable. They may also require the payment of a security deposit before reconnection takes place. The issue of security deposits was discussed in more detail in that unit.

Practical tip

Where a consumer has been disconnected or is otherwise vulnerable, consideration should be given to referring the case to the EHU in line with your office protocols. Note that although the case may be referred to the EHU when somebody has tampered with their meter, the assistance that can be given by the EHU may be very limited.

The work of this organisation is discussed in more detail in unit 9 'Complaint resolution and consumer organisations'.

A consumer who states that they have been wrongly accused of meter tampering and / or other criminal offences may face criminal charges and need advice from a solicitor.

Note that disconnections that are not related to meter tampering will be discussed in further detail in unit 8 'Debt and disconnection'. Referrals to the EHU in relation to vulnerable consumers will also be discussed in that unit. Power cuts and other interruptions to supply will be discussed in unit 7 'Connections, quality of supply and safety'.

Section 3

Connections, quality of supply, and safety

In unit 7 'Connections, quality of supply and safety' we considered the law and practice in relation to:

- ✓ connections and alterations
- ✓ quality of supply and disruptions
- ✓ excavations
- ✓ safety

For a detailed discussion of these issues, you will need to refer back to the relevant sections of the unit. Here we will simply consider the main areas of complaint that arise.

In this section we will consider the following issues:

- Connections and alterations
- Quality of supply
- Disruptions to supply
- Excavations
- Gas leaks

Connections and alterations

Connections to the gas and electricity networks and alterations to existing connections were discussed in unit 7. You should refer back to this part of the materials for further information. Remember that the advice that should be given will differ depending on whether the work was carried out by a licensed GT / DNO or an independent third party contractor.

(a) There are delays in receiving a quote

Where a quote has been requested from an independent third party and the consumer finds that they experience delays in receiving the quote, there is no specific legal protection in place for them. All that the consumer can do is chase up the matter with the contractor and explain that if the delay continues, they will seek to get quotes from elsewhere.

In the case of a licensed GT or DNO the guaranteed standards provide timescales for the provision of quotes and payments that must be met if these timescales are not met.

Example

Jennifer is extending her house and requires a quote to move the gas pipe from its current position. She contacted a GT requesting a standard quote three weeks ago but she has not yet received a quote.

Advice

Jennifer should be advised that there are certain rules that the GT should comply with in relation to timescales for providing quotes. The quote should be provided within a prescribed timescale from when the request is received. If they do not meet this timescale the GT may be required to make a prescribed payment, plus an additional sum for each extra day that the quote is not received. There are some exemptions to these requirements, detailed in Annex 7 Jennifer should complain to the company in accordance with their complaint handling procedure and confirm her complaint in writing. She should WRDKC / COP and be encouraged to call back if the matter is not resolved.

(b) The consumer is not happy with the charges

The consumer may complain that they feel that the quote(s) that they receive is (are) excessive and / or may have been calculated incorrectly.

Example

Mr Harris requested a quote from his local DNO to connect his house to the electricity network. They have sent him a quote of £5,600. Mr Harris thinks that this is very expensive and has contacted Citizens Advice for advice.

Advice

Mr Harris should be advised:

- ✓ that he may be able to have some of this work carried out by a third party and if so this may reduce some of the charges
- ✓ that the work may involve 'contestable work, non-contestable' work and 'civils' and the differences between these should be explained
- ✓ about getting quotes for contestable work from third party connector providers
- ✓ of details on locating contractors on the Lloyds Register
- ✓ about the possibility of being able to carry out 'civils' himself or perhaps engaging somebody else to do these for him
- ✓ that reducing the amount of work that is actually carried out by the DNO may ultimately reduce the cost of the project

He could also check the quote that he has received against the DNO 'Charging Methodology' and 'Charging Statement'. You need to explain what these documents are and that they can be found on the DNO website. If he feels that he has not been charged in accordance with these documents he could challenge the quote under the company's accuracy scheme. If this is the case he should complain to the company in accordance with the procedure set out in the scheme. He should ensure that his complaint is confirmed in WRDKC / COP. Mr Harris should be encouraged to call back if the matter is not resolved.

(c) Delays occur in relation to providing dates and completing the work

The consumer may find that they have accepted the quote but experience delays in being supplied with details of the dates for the work to start and finish. Alternatively, the work may not be completed on the intended date. The appropriate practical guidance to the consumer in either case will usually be to request damages for the delay and to impose a further reasonable deadline for the work to be completed.

Example

Deborah accepted a quote from a GT for a new gas connection six weeks ago but she has not heard anything since. Deborah wants to know what she should do next.

Advice

Deborah should be advised that there are certain standards that GT has to comply with. These state that once a quote has been accepted the consumer should generally be offered a planned date for the work to start and intended date for the work to finish within 20 working

days. If the GT does not meet this deadline the consumer may be entitled to a payment of £20, plus a further £20 for each date working day that the dates are not received up to a maximum of £250 or the value of the quote, whichever is the lowest. However there are some exceptions to this. She should complain to the company in accordance with their complaint procedure and confirm her complaint in writing. She should request damages for the delay and impose a further reasonable timescale for the works to be completed. Deborah should WRDKC / COP. Jennifer should be encouraged to call back if the matter is not resolved.

Quality of supply

On occasion, the quality of the gas or electricity supply may be compromised and the consumer may find that the quantity of the supply of gas or electricity to their property may vary beyond the usual tolerance levels. The problems that occur most frequently in this respect are power surges and poor gas pressure. These were considered in unit 7 'Connections, quality of supply and safety' and you should refer back to this part of the materials for further details.

(a) Damage caused to equipment resulting from power surges

Low impact surges occur on a regular basis, but more significant surges may cause damage to appliances or equipment. These often result from lightening or occur after the electricity has been switched on after a disruption to the supply. Consumers may find difficulty in claiming against the DNO if the power surge has been caused as a result of lightening which may be deemed to be an 'act of god'.

Practical tips

- ✓ in order to significantly reduce the chances of damage to appliances resulting from power surges, it is advisable that consumers plug certain equipment, such as TV, VCR / DVD players and computers into a surge protector. It may be possible to arrange for an electrician to install a protection system that protects the whole house, although this kind of protection is not as widely available
- ✓ consumers should check the terms and conditions of connection agreements as some may state that the consumer is responsible for ensuring that installations and equipment are protected against surges and voltage variations
- ✓ consumers who have experienced damage to their appliances and cannot claim from the DNO could check their household insurance policy to see if they are covered for this (note that many policies will also include exclusions in the event of an 'act of god')

(b) **Poor gas pressure**

Consumers may notice that the flames on fires or hob burners may be low or that their pilot light is constantly not working. The pressure can also exceed normal levels. The gas pressure to a property may change for a number of reasons. Poor gas pressure can cause gas leaks and excessive pressure can cause explosions.

Practical tip

Consumers experiencing poor gas pressure should be advised to turn off all appliances and contact the National Emergency Gas Line on 0800 111 999.

Disruptions to supply

DNO and GT do not guarantee a constant supply of electricity. The supply of electricity or gas may be interrupted for a number of reasons including pre-planned repairs and maintenance and unexpected emergency situations. The Guaranteed Standards generally provide protection in terms of when notice should be given of disruptions, when supply should be restored and what compensation should be paid made when these standards are not met. Extra protection is in place for PSR consumers in each case. You should refer back to unit 7 'Connections, quality of supply and safety' for more detailed information.

(a) **The consumer complains that there is a 'blackout' / no electricity supply**

The guaranteed standards provide that the consumer's supply should be restored within a given period of time depending on the cause of the disruption and how many homes have been affected. If this does not happen, the consumer should receive compensation. The common situation that occurs is that consumers will call to say that they are experiencing a loss of supply. They will not generally know the cause of the disruption and the restoration of supply will be their main concern. They should contact their distributor immediately to report the matter.

Practical tips

The consumer could be guided to check their 'trip switch' on the consumer unit if they know what / where this is as the problem may be with an appliance or wiring in their property rather than with the actual supply.

The consumer could be advised to call back for further guidance once the supply has been restored and they have further details about the cause of the disruption.

(b) The consumer complains that they do not have a gas supply

The guaranteed standards provide that the consumer's supply should be restored within a given period of time and if this does not happen, the consumer should generally receive compensation. Again, the consumer's main concern is likely to be the restoration of the supply.

Practical tips

Gas consumers who are currently off supply should be advised to contact the National Emergency Gas Line on 0800 111 999.

The consumer may be advised to call back for further guidance once supply has been restored for further guidance about how to complain in relation to any potential payments for delays in restoring the supply.

Consumers who are on the PSR are generally entitled to receive standby appliances for cooking and heating which should either be delivered to the consumer or made available for them to collect within a given period of time and if this does not happen they may be entitled to a payment.

Excavations

GT and DNO often have to repair and maintain equipment which is located on the consumer's premises. The main area of complaint is that the consumer's premises have not been reinstated to an adequate standard. The protection that is given to consumers in these circumstances is discussed further in unit 7 'Connections, quality of supply and safety'. This only applies to gas excavations, there is no equivalent standard for electricity.

Gas leaks

In unit 7 'Connections, quality of supply and safety', a range of safety issues was explored. The main safety issue that generates regular queries and complaints to CA is consumers reporting that they can smell gas.

Gas leaks are extremely dangerous and may occur for a number of reasons including: faulty appliances, corroded pipes, accidental damage to pipes and gas mains and the poor installation of appliances and other equipment. An outline of the most important practical steps that the consumer should take is given below.

Important

Consumers who smell gas or suspect a leak should be advised to contact the National Gas Emergency Line on 0800 111 999.

The following safety precautions should be advised:

- ✓ do not smoke or strike any matches or have any naked flames in the vicinity
- ✓ electrical appliances and switches (including lights) should not be turned on or off
- ✓ open any doors and windows to let out the gas
- ✓ if possible turn off the gas supply at the meter

Section 4

Transfers and contractual issues

Consumers who receive gas and electricity to their property will be in a contract with their supplier. The following areas that relate to contracts have already been discussed in these materials:

- ✓ general contract principles
- ✓ marketing of energy contracts and
- ✓ energy supply contracts

In this section we will only focus on the issues that commonly arise in the context of transfers and escaping from the contract. For a more in-depth discussion on contracts and transfers you will need to refer back to the relevant parts of the materials.

The issues that arise will be discussed within the following categories:

- Transfers
- Escaping from the contract

Transfers

Switching supplier is a common area in which complaints arise (see unit 4 'Energy supply contracts' for a detailed further discussion). Many of the issues that are discussed in this section could equally arise when someone is entering into a new contract but they have not switched supplier. The main type of complaints that you may be faced with as an advisor are discussed below.

(a) Consumer did not agree to the transfer

Consumers may complain that they have received a 'farewell letter' from their current supplier or a 'welcome letter' from another supplier and are surprised as they have not taken any steps to change supplier. In some cases they just receive a bill for energy usage from a company that they have had no previous dealings with.

The transfer may have occurred because in attempting to transfer another consumer, the supplier has noted the incorrect supply point details. Erroneous transfers were discussed in unit 4 'Energy supply contracts'.

Alternatively, it could be the result of a deliberate dishonest act on behalf of a sales agent who 'duped' the consumer into signing a contract or even forged their signature.

Practical tips

You have access to both the Xoserve and ECOES systems that you can use to check to see if the transfer has resulted from the supplier using the incorrect supply point details and you should also be able to see the date that the supply ceased with the previous supplier and was taken over by the new supplier.

The dishonest practices described above may amount to 'doorstep crime' or otherwise breach the CPR. Any further action and advice should be given in accordance with RAST protocols.

Example

Mr Parsons has received a letter from a supplier welcoming him as a new consumer. He has never heard of them and so he contacted them to explain this. They said that he signed a contract with them four weeks ago. On the date that they claim that he signed the contract he was visited by a person claiming that they were there to read the meter and he did sign to verify that he had been there but did not actually read what he was signing.

Advice

Mr Parsons should be advised that it appears that he has been misled into signing a contract. He should report this matter and he has the choice of whether to do this via his old supplier or the new company. The suppliers should then sort out the matter between them and Mr Parsons should be transferred back. It would be advisable for Mr Parsons to actually make a formal complaint to the new supplier in accordance with their complaint handling procedure and WRDKC / COP. He may be entitled to receive a compensation payment from them. He should receive written confirmation of how they will handle the issue along with an explanation of why the error occurred where possible within five working days. Within 20 working days he should receive confirmation that he will be returned to his old supplier. Mr Parsons should be encouraged to call back if the matter is not resolved.

The case should be handled in accordance with RAST protocols.

(b) Current supplier blocks the transfer

The consumer's existing supplier may object to the transfer (see unit 4 'Energy supply contracts' for further details). They may do this because the consumer is in debt. Objections in relation to debt are discussed in further detail in unit 8 'Debt and disconnections'. Sometimes suppliers try to object on the grounds of the terms of the contract that the consumer has with them, for example, because they are in a contract that has a fixed term price period.

Example

Mrs Simpson is currently in a contract with a supplier which she signed up to three months ago. She has agreed to transfer to another supplier as they have offered her a better deal. Mrs Simpson has discovered that her old supplier has objected to the transfer and she wants to know if they can do this before she contacts them. She says that she is not in debt to the supplier.

Advice

Mrs Simpson would need to be advised that the supplier may have objected to the transfer on the basis of the terms of the contract that she has with them. Some contracts require that a minimum notice period is given to terminate the contract. Mrs Simpson should check the terms and conditions of the agreement that she has with her current supplier. She should also be advised to look out for any termination fees that she may have to pay. Mrs Simpson should be advised to contact the company to query the objection. If she remains unsatisfied she should complain in accordance with their complaints handling procedure and confirm the complaint by WRDKC / COP. Mrs Simpson should be encouraged to call back if the matter is not resolved.

(c) Supplier requests a termination fee

Consumers who have not read their terms and conditions may be unaware of the fact that they are required to pay a termination fee if they end the contract. Termination fees were discussed in unit 4 'Energy supply contracts'.

Practical tip

If a consumer complains that the supplier states that they should pay a termination fee the consumer should check the terms and conditions of their contract. If they state that a termination fee is due then the consumer will generally be bound by that term.

(d) Consumer was given misleading information or the terms do not reflect what was agreed

Consumers may complain, that the agent they had discussions with, about entering into a contract with the supplier, provided information that the consumer has since discovered is misleading or inaccurate. It may be that the sales agent said that the consumer would be put onto a particular tariff or receive a discount but these rates or tariffs are not actually applied when the consumer receives their supply from them. This was discussed in unit 3 'Marketing energy'.

Example

Gloria was charged a daily standing charge by her previous supplier. When she was visited by a sales agent from another company three months ago, she was told that their tariff would be cheaper as it did not include the daily rate. Gloria has just received her first bill and this includes a standing charge.

Advice

Gloria should be advised to check the terms and conditions of her new contract to see if they refer to a standing charge. It appears that Gloria has grounds to state that she wishes to bring the contract to an end, or otherwise request that the standing charge is deducted. She should be warned that if the supplier disputes the fact that this statement was made, she may have difficulty proving this if she does not have anything in writing to this effect. She should be advised to contact the supplier in accordance with their complaint handling procedure. She should confirm this letter in WRDKC / COP and be encouraged to call back if the matter is not resolved. The case should be handled in accordance with RAST protocols.

(e) Consumer complains about the behaviour of the sales reps

The consumer may call to complain about the behaviour of sales agents. This could range from the sales agent being rude to the consumer, to more serious instances where the consumer feels that they have been aggressive or intimidating or that they have been harassed by them (see unit 3 'Marketing energy').

Example

Harry states that he is fed up with the number of sales phone calls that he receives from energy companies. There is one particular company that has called him every day for the last two weeks. They actually visited him in person yesterday and he states that they were fine at first but when it became apparent that he was not interested their attitude changed and he felt frightened by them. They eventually left when Harry's son arrived to visit him.

Advice

In relation to the telephone calls Harry should be advised that he can register with the Telephone Preference Service (see unit 3 'Marketing energy' and unit 9 'Complaint resolution

and consumer organisations'). This should significantly reduce the amount of unwanted sales calls that he receives generally, not just in relation to energy companies but it does not prevent all calls. If he has problems with a particular company he could contact them and directly ask that they remove him from their outbound database. In relation to the visit you should recommend that Harry contact the company directly to make a complaint in accordance with their complaint handling procedures. He should confirm this in WRDKC / COP. In some cases, companies are actually willing to compensate consumers if their agents have behaved inappropriately. The case should be handled in accordance with RAST protocols. Harry should be encouraged to call back if he requires further assistance.

Escaping from the contract

The different ways of escaping from a contract were discussed in unit 4 'Energy supply contracts'. They have already been discussed above in relation to problems that arise when the consumer transfers supplier. We will now consider some of the other types of complaint that you will receive from consumers who wish to bring their contract to an end.

(a) **Supplier says that the consumer cannot cancel**

Consumers often assume that there is a general right to cancel a contract at any time. They may make a complaint if their supplier informs them that they do not have a right to cancel. In some circumstances the consumer may have the right to cancel.

Example

Britta is about to move into a new property in a few months time and is trying to sort out her gas supply. She came across an advert on the internet for a supplier that provides a green tariff so she entered into an agreement with them online four weeks ago. She received e-mail confirmation from them confirming the terms and conditions the same day. However, she is now concerned that she has not adequately researched things and would therefore like to cancel the contract. The supplier says that she does not have a right to cancel. Britta recalls seeing mention of a cancellation period in her terms and conditions.

Advice

As she entered into the contract over the internet it is likely that she would have had a right to cancel the contract within 14 days under CCRs. From the information given it seems that the supplier complied with these requirements and as a result Britta is now outside of the cancellation period. Britta should check the terms and conditions of her contract to see if she is 'tied in' for a fixed period of time or otherwise what notice she has to give to terminate. She should also check for any termination fees. If she decides to terminate she should do in

accordance with the terms and conditions and confirm this in writing. The letter should be sent WRDKC / COP. Britta should be encouraged to call back if the matter remains unresolved.

(b) The supplier has increased their prices

Remember that the SLC require suppliers to inform consumers that they can end the contract by switching supplier when a price increase is going to be made (see unit 4 'Energy supply contracts' for further details)

Example

Mr Denholme has received a letter from his supplier stating that the prices charged for both his gas and electricity are going to increase. He asks if his supplier is entitled to do this. He is also finding the rest of the letter difficult to understand and is unsure what he can do.

Advice

Suppliers are able to increase their prices and it is likely that the terms and conditions of his contract will explain this. He must either 'put up' with the increase or alternatively, if he can find a better deal elsewhere, he could switch to a different supplier. He could be advised that he might find it useful to use an accredited price comparison service for this purpose. The supplier should not apply the price increase if the consumer notifies the supplier that they intend to transfer, and the supplier receives notification of the transfer within the relevant timescales (see unit 4 'Energy supply contracts' for further details). If he decides to terminate he should be advised to send his notice in accordance with his supplier's instructions, but in any event he should confirm this by WRDKC / COP. He should be encouraged to call back if he requires further advice.

(c) The consumer wants to change to a different tariff

A change of tariff would be a variation of a principal term of the contract. Depending on the terms of the contract that the consumer has with their supplier, it may be that the consumer can agree to vary the tariff with the supplier's agreement and continue with their current contract. In other cases, it may be that in order to change the tariff, the consumer would have to enter into a new contract and in some instances, pay a termination fee for this.

Section 5

Disconnections

In unit 8 'Debt and disconnections' we considered the many reasons why a consumer may receive a high bill and struggle to pay their gas and electricity bills. We also looked in some detail at the financial and other help that may be available to the consumer and the legal controls which have been put in place, before examining the position when steps are taken to disconnect and then subsequently reconnect the consumer's energy supply. That information is not discussed further here. Instead we will be focusing on the main areas of complaint that you are likely to receive concerning disconnections from supply and reconnections. Information about consumer organisations is given in unit 9 'Complaint resolution and consumer organisations'.

Important: referrals to the EHU

In accordance with RAST protocols cases should be referred to the EHU where:

- ✓ **the consumer has been disconnected**
- ✓ **the consumer has been threatened with disconnection, or**
- ✓ **has experienced a failure in a PPM, or**
- ✓ **the case involves a 'vulnerable' person (somebody who it is not reasonable to expect to pursue the complaint themselves)**

A consumer may wish to complain about the steps being taken by her supplier to disconnect the supply of electricity or gas. The following issues may arise:

- Disconnection has taken place when the consumer was not in arrears
- The consumer disputes that the supplier has rights to enter their property to disconnect the supply
- The supplier has forced the consumer to have a PPM when it is not practical for them to operate it
- The consumer is struggling to meet the payment scheme set by the supplier
- The consumer is unhappy with the debt recovery practices being used by the supplier and / or their agents
- The consumer is unhappy that the supplier is insisting on her paying a security deposit
- The consumer is vulnerable and has nevertheless been disconnected



- The supplier refuses to allow the consumer to pay by Fuel Direct when they are eligible to do so

Disconnection has taken place when the consumer was not in arrears

There may be a number of different situations which may lead to a consumer being cut off from their supply in error.

If the consumer is in arrears and has not paid within 28 days from the date of the bill AND has received a disconnection notice at least seven working days before the disconnection takes place, this is a permitted process. If this does not apply then the supplier should take steps to reconnect the supply at the earliest opportunity without charging the consumer.

Example

Mrs Smith calls in a distressed state, saying that she has had her gas supply disconnected. She explains that her supplier had written to her to tell her that this would occur but that she had ignored the letter because she is up to date with her account. She understands from neighbours who live in other flats within her apartment building that one of the other tenants is in arrears and she believes that there may have been a mix up with her details.

Advice

Mrs Smith's supply should be reconnected as soon as possible if an error has occurred and she should not be charged any costs for the disconnection and reconnection. **The case should be referred to the EHU for further assistance as she is currently disconnected from her supply.**

The consumer disputes that the supplier has rights to enter their property to disconnect the supply

As stated above where the consumer is in arrears and 28 days have passed since the date of the bill, disconnection can take place as long as the supplier has sent a notice telling the consumer that they will be disconnected at least seven working days in advance of the disconnection taking place.

In order to enter the premises the supplier will need to obtain the consumer's consent or obtain a warrant from the magistrate's court (sheriff's court in Scotland) to enable them to do so.

Alternatively the disconnection could be carried out by disconnecting an external meter, in which case the consumer's consent is not required. This is however, a much more costly exercise.

The premises must be left as secure as they were before the disconnection took place, failing which the consumer is entitled to claim for the damage to be made good or compensation.

Example

Miss Scaife calls for advice. She says that a few days ago she received some correspondence from her supplier telling her that they would disconnect her electricity supply after seven working days if she did not pay the arrears outstanding. She is concerned that they will break down her door when she is at work and wants to know where she stands.

Advice

The supplier is unable to enter her home to disconnect (unless there is a safety issue that demands it) without either her consent or a warrant from the magistrates' court. As she faces the threat of imminent disconnection **the case should be referred to the EHU for further advice and assistance**. This may include negotiating with the supplier to make arrangements for the debt to be repaid whilst avoiding disconnection. Also, advise about organisations which can provide debt counselling and information about any grants, schemes, tariffs and energy efficiency etc which may be available, or likely to be given.

The supplier has forced the consumer to have a PPM when it is not practical for them to operate it

SLC(G&E)27(S) requires the supplier to offer the following ways of payment to those who are or will experience problems in paying:

- ✓ by regular instalments which are calculated to take into account the consumer's ability to pay through a means other than a PPM (a payment plan)
- ✓ by payments via Fuel Direct
- ✓ through a PPM providing that it is safe and reasonably practicable in all of the circumstances for the consumer to do so

In this case, the consumer may be able to argue that it is not 'reasonably practicable' for a PPM to be installed and to request that the supplier considers using another payment method, such as a payment plan, by Fuel Direct or by paying a security deposit, whichever may be appropriate considering the circumstances of the consumer. If the case meets the referral criteria for EHU it should be referred accordingly.

Example

Mrs Bond calls in a distressed state. She explains that she is eighty-two years old, disabled and house bound. Nevertheless, her supplier recently insisted on her having a PPM fitted as she had fallen into arrears with both her gas and electricity accounts. She is concerned that she will be unable to credit the PPM and will face imminent self- disconnection. She wants to know if you can help her.

Advice

The case should be referred to the EHU. Here the consumer is 'vulnerable' due to her disability, age and circumstances. The supplier should not have insisted on the fitting of the PPM as it is not practicable in the circumstances. Another payment method will need to be negotiated and Mrs Bond will be eligible to join the PSR. Again the EHU will try to resolve this matter with the supplier and provide advice regarding organisations and schemes / grants etc that may be able to assist. Mrs Bond may also benefit from receiving advice regarding energy efficiency.

The consumer is struggling to meet the payment scheme set by the supplier

Where the consumer is having difficulties keeping up payments with their supplier under a previously agreed payment plan, they should contact the supplier without delay. Any change in circumstances for the consumer should be made clear and where possible copies of any supporting information produced as the supplier is obliged to take into account the consumer's ability to pay and also any information provided by third parties.

It may be possible to re-negotiate the level of payments. The consumer should also check that the supplier has accurately assessed the consumer's consumption level when setting the rate of the payment plan. They can do this by taking regular meter reads. If over-estimated, this would mean that the rate of payment is set too high to cover the current consumption element of payment so that the debt is effectively being re-paid at a rate which the consumer cannot afford.

The consumer should confirm any request for a review and / or any negotiations with the supplier by WRDKC / COP.

The consumer should also refer to the supplier's procedures for dealing with people who are having problems paying their bills.

Example

Mr Freeman calls you for advice. He says that six months ago he agreed to a payment plan with his electricity supplier to pay arrears and for current usage. He has since had a reduction in his wages due to cut backs at work and can no longer afford the repayments agreed. He seeks your advice before contacting the supplier.

Advice

Mr Freeman should check the supplier's code of practice for dealing with people who are struggling to pay. He needs to contact the supplier explaining his change in circumstances and submitting (if required) documentary evidence in support of his request for the payment plan to be re-assessed. He should write to the supplier WRDKC / COP and call back for further advice if the matter is not resolved. You should also consider signposting Mr Freeman to a debt counselling organisation.

The consumer is unhappy with the debt recovery practices being used by the supplier and / or their agents

Where a supplier uses a third party such as a debt collection agency to recover monies owed to them, the third party is bound by the supplier's code of practice as they are acting as agents of the supplier. They should also comply with the guidance for debt collectors.

If these have not been adhered to the consumer should make a complaint in writing to the supplier following the procedure set out in their code of practice for dealing with complaints. Any such correspondence should be sent by recorded delivery or a certificate of posting should be obtained and a copy of the letter retained by the consumer for their own records.

The debt collector may also be in breach of the CPR so the case should be handled in accordance with RAST protocols. CPR were discussed in unit 3 'Marketing energy'.

Example

Mr and Mrs Benson owe money to their supplier for a large gas bill which they are unable to pay. The supplier has threatened disconnection despite the fact that both consumers are in their eighties and Mr Benson is in poor health requiring daily nursing care. The supplier instructed a debt collector who has harassed them daily by telephoning them several times each day. Debt collectors have also been aggressive and threatening during the calls.

Advice

As Mr & Mrs Benson are 'vulnerable' due to their circumstances / and may face imminent disconnection, **the case should be referred to the EHU**. This will include advice regarding their right to register on the PSR and their potential eligibility for other tariffs, grants, schemes and benefits, as may be appropriate as well as how to get advice regarding their debt problems.

The debt collector may also be in breach of the supplier's code of practice as well as debt collection guidance and CPR. Further action and advice in relation to these matters should be handled according to RAST protocols.

The consumer is unhappy that the supplier is insisting on her paying a security deposit

Under SLC(G&E)27.3(S) a supplier cannot require a domestic consumer to pay a security deposit where:

- (a) The consumer agrees to the premises being supplied through a PPM and it is safe and reasonably practicable in all of the circumstances of the case
- (b) If it is unreasonable in all of the circumstances of the case to require the consumer to pay a security deposit

SLC(G&E)27.4(S) also provides that the amount of a security deposit must not exceed what is a reasonable amount.

Consumers should try to negotiate a payment plan with their supplier as an alternative to the payment of a security deposit. The supplier may be more willing to do this where the consumer can show the supplier that they have managed to pay other household bills on time.

If the supplier will not agree to a payment plan, the installation of a PPM may be the only other alternative to a security deposit.

Example

Miss Jackson calls for some advice as she has received a letter from her supplier informing her that they require her to pay a security deposit as she is in arrears with her electricity bill. Miss Jackson states that she has been on sick leave from work for the past three months and has struggled to keep up with her bills due to her reduced income. She is, however, now back at work and will be in a position to clear the arrears within the next three months or so. She wants to know where she stands.

Advice

Miss Jackson should explain her full circumstances to her supplier and ask if she can agree a payment plan with them. They are under an obligation to consider her circumstances and cannot impose a security deposit where it would be unreasonable in all of the circumstances to do so. There are other alternatives to a security deposit, such as a PPM, but it would seem that her best option at this stage would be to try to negotiate a payment plan to cover the arrears and her current consumption. Miss Jackson should write to her supplier WRDKC / COP and call back for further advice if the matter is unresolved.

The consumer is vulnerable and has nevertheless been disconnected

The EHU is obligated to deal with cases where:

- ✓ the consumer has been disconnected, or
- ✓ the consumer has been threatened with disconnection, or
- ✓ the consumer has experienced a failure of their PPM, or
- ✓ the case involves a 'vulnerable' person

A 'vulnerable' person is one who it is not reasonable to expect to pursue the complaint themselves. This must be determined on a case-by-case basis.

Example

Mr Connor calls for advice. He has health problems and requires the use of a dialysis machine at home. His supplier has disconnected his supply as they allege that he has tampered with his meter, which he denies.

Advice

The case should be referred to the EHU in line with RAST protocols, as the consumer is both vulnerable and disconnected. The EHU will offer further advice and assistance which may include giving advice about social tariffs, Fuel Direct, eligibility for benefits / grants / schemes, access to debt counselling etc. They will also try to arrange for the supply to be reconnected as soon as possible.

The supplier refuses to allow the consumer to pay by Fuel Direct when they are eligible to do so

Under SLC(G&E)27(S) the supplier is obliged to offer Fuel Direct as a means of payment to those consumers who are / will experience problems in paying.

The scheme is only available to consumers who are in debt to their supplier for at least one fuel type for £67.50 (current rate) or more and in receipt of one of the following types of benefit:

- ✓ Income Support
- ✓ Pension Credit
- ✓ Employment and Support Allowance
- ✓ Income-Based Job Seeker's Allowance

The scheme is run by the DWP and enables payments (currently to a maximum of £3.70 per week) to be deducted at source from the qualifying benefit to cover current fuel use and a proportion of the debt outstanding.

Where payments by Fuel Direct are the most appropriate payment method the supplier is obliged by their licence conditions to provide this option. The consumer should write to the supplier to formalise a complaint if this is being denied.

Example

Miss Waterhouse seeks advice. She is in receipt of income-based job seeker's allowance and wishes to pay by Fuel Direct as she has accumulated arrears on her electricity account. Her supplier refused to consider her request and has insisted that a PPM is fitted.

Advice

The supplier is obliged under SLC(G&E)27(S) to offer Fuel Direct as a means of payment. She should write to the supplier by WRDKC / COP following their complaint procedure which should be available on their website. You can also assist by looking at this on the Adviceguide and providing guidance to the consumer.

Section 6

Common enquiries

Introduction

In this section we will consider some of the main areas of enquiry that consumers are likely to make to Citizens Advice and examine the advice that it is appropriate to give.

The following areas are covered here:

- Identifying the supplier
- Contacting the supplier
- Choosing a supplier
- Changing supplier
- Ending a gas or electricity supply contract
- Making a complaint to the supplier
- Receiving bills from the supplier
- Understanding energy bills and suppliers' calculations
- Suppliers' price increases
- Moving into a new home
- Help for people who are struggling to pay their energy bills
- Information that the consumer is entitled to receive from their supplier
- Energy efficiency advice
- Finding a contractor to carry out new connections
- Alterations and meter moves
- Landlord charging for gas and electricity
- Disconnections from supply for non-payment

Identifying the supplier

The easiest way to identify the gas or electricity supplier is by checking previous bills.

(a) Gas

If the consumer does not have copies of previous bills or has just moved in and has not had previous bills they need to find the MPRN for their property, which is also referred to as the 'M number'. They can do this by contacting the **M Number Helpline on 0870 608 1524**. The consumer will need to provide their house number and post code when doing so. You may also be able to assist by conducting an online search using **Xoserve**.

If details cannot be found they will need to find out the identity of their independent transporter. It may be useful to make enquiries with neighbouring properties as it is likely that they will have the same transporter. They should also check their meter box for any indicators that may be found on stickers, serial numbers, codes etc. To get information about independent gas transporters consumers can contact **Envoy on 0871 225 0123**.

(b) Electricity

The equivalent unique reference number that is needed for electricity is the MPAN. Again, this can be found on any bills received. Otherwise, the consumer can contact the Meter Point Administration Service or you may be able to find the information by conducting an online search using **ECOES**.

Contacting the supplier

Consumers can find contact details for their supplier on their gas and electricity bills. If they do not have previous bills but know who their supplier is they can get information from the suppliers' websites. If the consumer knows which supplier they want to get in touch with you could assist by providing a telephone number / address from the information held on the Adviceguide.

Where the consumer does not know who their supplier is they will first of all need to follow the advice given above.

Practical tip

Remember to advise consumers that they should ensure that any discussions that they have with their supplier should also be confirmed in writing and sent by recorded delivery or the consumer should obtain a certificate of posting, and retain a copy of the correspondence for their own records. This may be needed later in the event that a dispute arises between them and the supplier, especially where this involves meter reads and other billing issues.

Choosing a supplier

If a consumer contacts you to ask for advice about the best supplier to use, you must remain independent and impartial and not make a recommendation or give any information held by Citizens Advice about suppliers.

It may be appropriate for you to consider giving the following advice:

- Consumers should carry out some research before choosing a supplier. Statistics show that it can be beneficial to switch to another supplier as the market is very competitive. Similarly, though, consumers may wish to contact their current supplier to explain that they are considering changing supplier and ask if they can do them a better deal to avoid this.
- Consumers need to compare deals. They should check their current contract and familiarise themselves with the type of contract (for example, rolling contracts, dual fuel etc.), the tariff that they are charged (for example, green tariffs, social tariffs etc.) and any discounts that they may receive (for example, because they pay by direct debit or online, capped prices etc.). Consumers also need to check what their consumption rates are so that they have a good idea how much they spend on average each month on their energy supplies so that a proper comparison can be made. They can do this by checking bills and / or their annual statement (if they have received one).
- Consumers can either contact suppliers direct to ask for pricing and contract information or they can use price comparison sites. They should ensure that the ones used comply with the Confidence Code.

Changing supplier

(a) Who can switch supplier?

Most people can change supplier free of charge. Some exceptions to this may include:

- ✓ tenants whose lease with their landlord prevents them from doing so, or where the tenant's rent to the landlord includes an amount for their gas and electricity.
- ✓ consumers who have debts with their current supplier will usually have to re-pay the debt before they can switch. Consumers on card, key or token meters with debts of up to £500 can still switch and transfer the debt to their new supplier if the new supplier agrees to this.
- ✓ consumers may have a fixed term contract, for example, for two years and may be prevented from ending the contract within the two years without paying a penalty. Consumers should carefully check the terms and conditions of their contracts. This is not the most common type of contract.
- ✓ if the supplier has made an error in stating that the consumer is in debt, they cannot object to a transfer on those grounds.

(b) How long does it take to switch?

SLC(G&E)14A requires suppliers to complete any supplier transfer within 21 days of the day after the day on which the consumer enters into a contract with a new supplier in most instances. There are some exceptions to this.

(c) How does a consumer switch supplier?

- ✓ consumers should contact the supplier that they wish to switch to and agree a contract. Care should be taken to ensure that the consumer is happy with the type of contract and rate. The consumer should receive a written copy of the contract that they should check to ensure that it accords with what was agreed
- ✓ consumers should provide a meter reading to their new supplier on the date of transfer (which should be confirmed by WRDKC / COP). The consumer should check that this information is accurately recorded on their final bill from their old supplier and on their first bill from the new supplier when received
- ✓ the consumer will receive a final bill from their old supplier which should be checked and paid. The consumer should retain a copy of the final bill and proof of any payment made
- ✓ direct debit consumers should also contact their bank to arrange for payment to go to their new supplier after the final bill has been paid to their old supplier
- ✓ the supply of gas or electricity will not be interrupted by the transfer of supplier

Ending a gas or electricity supply contract

There are various ways that a consumer can bring a contract to an end. The main ones are outlined below:

(a) By switching supplier

See above.

(b) By giving notice to the supplier as permitted by the contract

Consumers need to check the terms and conditions of their contract to see what type of contract it is and what provision is made for them to end the contract. Most consumer contracts are rolling contracts. For discussion on this area see unit 2 'Contract law'.

(c) By cancelling the contract under the CCRs

This law applies to 'Off Premises' and Distance contracts which have been made and provides, where applicable, a cancellation right. Discussion of the protection given is discussed in unit 3 'Marketing energy' and unit 4 'Energy supply contracts'.

(d) By rescinding the contract under the law of misrepresentation

Where the consumer was told factual untruths which influenced them into entering into the contract with the supplier, they may have the right to rescind (end) the contract using the protection given by the law of misrepresentation or the common law principles on negligence if the person making the false statement is not a representative of the supplier but an independent broker. This is discussed in unit 4 'Energy supply contracts'.

Practical tip

Consumers should always ensure that they write to the supplier to end the contract and send the letter by recorded delivery or get a certificate of posting to prove that the letter was sent. They should also keep a copy for their own records.

This should always be done in addition to any telephone or e-mail communication.

Making a complaint to the supplier

If a consumer wishes to make a complaint to their supplier they should be advised to follow the procedure (usually contained within a code of practice) set out by the supplier for doing this.

These procedures have to be published on their website or otherwise made available when requested.

Practical tip

When advising a consumer about how to complain to the company you need to access that company's specific complaints' procedure which can be found on the Adviceguide. This may include a preferred telephone number that can be used specifically by consumers who have contacted Citizens Advice for advice. You will see that there are a lot of similarities between each of the suppliers' procedures.

You should encourage the consumer to call back for further advice if the matter is unresolved. In certain circumstances you may be able to initiate a company referral. This is discussed in unit 9 'Complaint resolution and consumer organisations'.

Receiving bills from the supplier

There is no legal control over the frequency that suppliers send bills to their consumers. It is common practice, however, for a supplier to send a bill at the end of each quarter. PPM consumers do not normally receive a bill at all but are usually sent a statement setting out details of their consumption. As discussed in unit 5 'Charging for fuel' it is now a requirement that suppliers send annual statements to their consumers.

When moving property it is very important that the consumer provides a final reading to the supplier at the property that they are vacating. Similarly they should, when moving into a new property, contact the new supplier on the first day and provide a meter reading. When the consumer receives their final bill (old supplier) and first bill (new supplier) they should carefully check that the meter readings provided were accurately recorded and that the bill has been calculated according to them and not estimates.

As always, consumers should WRDKC / COP to the supplier so that they have everything documented in the event that a billing dispute arises.

Understanding energy bills and suppliers' calculations

You may receive enquiries from consumers who are having problems understanding their gas and electricity bills. Detailed discussion of the elements that are required to be in the bill and a sample bill for illustration purposes can be found in unit 5 'Charging for fuel'.

Suppliers' price increases

If a consumer has a query as to whether or not their supplier is entitled to affect a price increase, they should check the terms and conditions of their contract. If they have agreed, for example, a capped tariff for a specific period of time, the supplier cannot increase the price during that period.

If the consumer switches supplier the transfer usually has to take place within 21 days. It is therefore possible that a price increase may have taken place by the time that the new supply starts. Consumers should, however, be informed by the supplier that this will be the case.

If the consumer has debts owing to their supplier who has recently increased their prices, provisions are contained within SLC(G&E)23(S) which requires notices to be given by the supplier and the consumer within specific timescales. In some circumstances where the consumer has cleared their debts the transfer cannot be prevented. Detailed discussion of these provisions is given in unit 8 'Debt and disconnection'.

Moving into a new home

When consumers move into a new property they need to find out who supplies the gas and electricity to the property. For guidance, see (a) Identifying the supplier above.

The consumer should ensure that they take a meter reading on the day that they move in to the property and provide this to the supplier. This can be done over the telephone but it is advisable for the consumer to confirm this information by WRDKC / COP to the supplier in case there are any billing issues later on.

More information concerning problems which may arise when moving into a new property can be found earlier in this unit.

Help for people who are struggling to pay their energy bills

Consumers may call asking for information regarding the help and assistance which may be available to them as they are experiencing difficulties in paying for their gas and electricity bills.

Consumers should always be encouraged to get in touch with their supplier to explain any difficulties that they are having and to try to negotiate regarding the repayment of any debt and perhaps the possibility of reducing their bills.

Also, it may be that the consumer is entitled to one of the following:

- ✓ social tariffs
- ✓ discounted rates
- ✓ membership to the PSR
- ✓ grants
- ✓ assistance through various schemes
- ✓ the facility to make payments via Fuel Direct

The consumer may also benefit from receiving debt counselling from one of the following organisations:

- ✓ LCA
- ✓ LCA (Scotland)
- ✓ Citizens Advice Direct (Scotland)
- ✓ National Debtline

For further discussion regarding debt see unit 8 'Debt and disconnection'. Detailed discussion of the various consumer organisations and schemes which may be able to assist the consumer are set out in that unit and unit 9 'Complaint resolution and consumer organisations'.

The consumer is also entitled to receive free energy efficiency advice

Information that the consumer is entitled to receive from their supplier

Suppliers are required through their SLC, other regulations and codes to provide various sorts of information to the consumer in a variety of circumstances.

In Annexe 12 you will find an information table which sets out the different circumstances when the supplier is under an obligation to provide information, and what that information is. It will no doubt be helpful for you to refer to this document when handling calls at CA.

Examples

- suppliers must inform consumers of their complaint handling procedure and how to obtain a copy at least once in every 12 month period. It must also appear in a prominent position on their website and the supplier must provide a copy to anyone who requests it (CHS Regs)
- suppliers must do everything necessary to ensure that their consumers have a complete, accurate, appropriate and fair picture of their contract that is capable of being easily understood and which is not misleading. This information should be given when the contract is entered into or as soon as reasonably practicable thereafter (SLC(G&E)25.1, 25.11, 25.12(S))
- suppliers must inform consumers of the services that are available for those who are of pensionable age, disabled, chronically sick, blind, partially sighted, deaf or hearing-impaired and establish a PSR. They have to prepare a statement setting out their obligations and publish it on their website if they have one, or make it readily accessible. Suppliers also have to take all reasonable steps to inform consumers at least once a year how to obtain it, and give a free copy to anyone requesting it. (SLC(G&E)26)

Energy efficiency advice

SLC(G&E)27 requires that the supplier must offer certain services to consumers where they are aware / have reason to believe that they are having difficulty in paying their bills. This includes providing advice about energy efficiency free of charge. Consumers may therefore contact their supplier for energy saving advice.

The consumer could also contact the following organisations:

- ✓ Energy Savings Trust
- ✓ Energy Assistance Package (Scotland)
- ✓ Warmzones
- ✓ Other supplier trust schemes and insulation programmes.

These organisations are discussed in unit 9 'Complaint resolution and consumer organisations' where website details are also provided.

Finding a contractor to carry out new connections

A consumer may enquire as to how to go about getting a new connection. This area is discussed in detail in unit 7 'Connections, quality of supply and safety'. Some of the main points to note are:

General procedure

- the consumer has to contact either a supplier or the DNO / GT to ask for a connection
- requests should be confirmed in writing and suppliers may charge an arrangement fee
- the DNO or GT will provide a quote for the cost of the work that will have to be met by the consumer
- the work will comprise of 'contestable' and 'non-contestable' work
- once the consumer accepts the quote they enter into a 'connection agreement' and are legally bound
- once the connection takes place the supplier will arrange for a meter to be fitted and safety checks will be undertaken

Getting quotes for 'contestable work'

- the contestable work is that which can be carried out by either the GT / DNO or by a third party

- examples may include preparation of the site by digging or filling in trenches and providing equipment
- third parties who are permitted to undertake this sort of work are called utility infrastructure providers (UIPs)
- a consumer can find details of the UIPs available by searching Lloyds Register (www.lloydsregister.co.uk)
- there are some elements of the work that the consumer or their own contractor can carry out called 'civils'
- consumers should always ask for the quote from the DNO or GT to be split into contestable and non-contestable work. They should shop around and compare quotes from a variety of UIPs and consider if it will be cheaper for them to do the work rather than the DNO or GT
- the consumer and / or third party will enter into a construction and adoption agreement with the DNO or GT which sets out the legal requirements and standards for the work that will be done
- compensation may be payable to the consumer under the guaranteed standards if quotes for electricity connections are not provided within the required timescales
- if a consumer is unhappy with a quote provided they should complain to the DNO or GT that provided it. If they are deadlocked in a dispute or the matter has been ongoing for eight weeks the consumer can complain to the Energy Ombudsman. From there onwards, if the matter is still unresolved the matter may be referred to Ofgem for determination (providing it is within 12 months from the date that the connection was carried out)

Alterations and meter moves

There may be a number of reasons why a consumer may wish to make alterations to their existing supply. Examples may include building works, construction of driveways, etc. Similarly a consumer may wish to re-site their meter for the same reasons, or because it is in an inconvenient or unsafe location, or because they wish to have a different kind of meter installed.

The position for alterations is broadly similar to that discussed above for connections and the same procedure for obtaining quotes from the DNO or GT applies. More detailed discussion is provided in unit 7 'Connections, quality of supply and safety'. Requests for meter moves should be made to the supplier. These are discussed in more detail in the same unit.

Consumers who are on the PSR can request a meter move although they will usually have to pay for this, unless it is in a very inaccessible place when a charge may not be made.

Landlord charging for gas and electricity

The MRP, which is set by Ofgem, applies whenever gas or electricity is bought from an authorised supplier and then sold on for DOMESTIC USE.

Discussions regarding the situations when the MRP will apply are set out in unit 5 'Charging for fuel'. The most common enquiries that you are likely to receive in your advisory role at CA are regarding the charges made by landlords and caravan parks.

1.1.1 Charges for energy

As from January 2003, landlords and resellers have only been allowed to charge what they themselves have been charged by their supplier.

1.1.2 Standing charges

Any standing charges paid to the supplier can be recovered by dividing this with their tenants or users on a pro-rata basis.

1.1.3 VAT

Landlords can only pass on the lower rate of VAT to users regardless of the rate that they pay themselves.

1.1.4 Other charges

The landlord or re-seller must not include other charges, such as for administration, lighting common areas, etc. within a bill for gas and electricity. This would need to be separately billed and is not part of the MRP.

1.1.5 Calculating the bill

Where a meter is in place, the landlord or re-seller should bill for the units used together with the pro rata contribution towards the standing charges at the same price that he paid his supplier.

If there is no meter available, the landlord or re-seller should use his best endeavours to accurately estimate the amount of energy used. The landlord or re-seller has to show that he has used an appropriate method of properly apportioning the costs taking into account the floor space that the tenant occupies and the number of appliances used, etc.

The landlord or re-seller must provide an explanation of the method used for calculating the bill upon request.

There is helpful information on the Ofgem website in the form of a 'Guidance for Resellers' fact sheet regarding the rules for MRP which can be downloaded from the website at www.ofgem.gov.uk. This is useful for both landlords and tenants. The Ofgem guidance on MRP should also be consulted.

Practical tip

It may be necessary to advise the consumer to seek further legal advice if their issue is not covered by the MRP.

Examples may include disputes about the amount charged for rent, site fees etc.

Disconnections from supply for non-payment

In order to have the right to disconnect a supply the supplier must have sent a bill to the consumer which has remained unpaid for at least 28 days. The supplier must also send a written notice to the consumer giving seven working days' warning of the intended disconnection. **Cases where the consumer is threatened with imminent disconnection should be referred to the EHU** as previously discussed in unit 8 'Debt and disconnection'.

The supplier is NOT allowed to disconnect in the following circumstances:

- during the winter Moratorium (1st October to 31st March) if everyone in the home is of pensionable age

- during the winter moratorium if someone living in the home is of pensionable age or under the age of 18
- suppliers must take all reasonable steps to avoid disconnecting where someone living in the home is disabled or chronically sick
- generally, when the debt is owed to a previous supplier (note that in some cases, when a customer has transferred supplier, the supplier may have agreed to transfer the debt in which case the new supplier could disconnect for non-payment but this is not a common occurrence)
- if the debt is not for gas or electricity supply, for example, arrears for the installation by the supplier of a central heating system are outstanding
- where the consumer is bankrupt, the supplier cannot disconnect for any debt that accrued **before the date of the bankruptcy order**

Note - a supplier CAN disconnect if there are safety problems with the supply.