



# Res ONLINE



ENERGY AND WATER  
OMBUDSMAN  
Victoria **Listen Assist Resolve**

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# THE OMBUDSMAN'S VIEW

## April to June 2019

### **Payment difficulty framework starts to kick in**

While it's early days, we're cautiously optimistic that the *Payment difficulty framework* introduced by the Essential Services Commission in January of this year is behind the falls, over the last two quarters, in energy billing and credit cases. While we're still adapting EWOV's processes to capture better information about cases related to this new framework, some additional early insights are provided in this issue.

Something which is of concern is that 72% of customers, who should have been made aware of advice and assistance under the framework, told us they weren't. We'll continue to ask customers this question, and recommend that all energy retailers revisit their processes to ensure that the necessary information is being provided to the customers who need it.

### **Further regulatory reforms**

Since 1 July 2019, the Essential Services Commission has been implementing another series of reforms, this time to help energy customers find better energy deals:

- Victorian Default Offer (VDO): a regulated price that has replaced most 'standing offers'
- Best offer entitlement: a written notification on customer bills, advising the customer if the retailer has a better plan available and how much the customer could save by switching to that plan (inclusive of GST)
- Prior warning of bill changes: notification of changes at least five days before a price change, or the end of a customer's 'benefit period'
- Clear advice entitlement: useful, clear advice for customers who want to switch to a better offer
- Fact sheets for customers: standardised energy fact sheets with basic information that enables customers to easily compare their plan with others on the market.

We're reviewing EWOV's case handling processes for necessary associated changes, and tracking the customer experience as it presents to us. There's more information about the reforms [on this page of our website](#).

### **Other case studies in this issue**

- [Confusion over billing discount \(billing\)](#)
- [Default listing incorrectly applied \(credit\)](#)
- [Supply disconnected, rather than the meter \(provision\)](#)
- [Missing out on almost three years of solar credits \(solar\)](#)



**Cynthia Gebert**  
Energy and Water Ombudsman (Victoria)

If you have any feedback about *Res Online*, please contact Janine Rayner, EWOV's Communications and Policy Manager at: [janine.rayner@ewov.com.au](mailto:janine.rayner@ewov.com.au)

A handwritten signature in black ink, appearing to read 'Cynthia Gebert'.

**Cynthia Gebert**

Energy and Water Ombudsman (Victoria)

# THE BIG PICTURE

APRIL - JUNE 2019

Compared to last quarter:

CASES  
▼ 14%

ENQUIRIES  
▲ 3%

UNASSISTED REFERRALS  
▼ 19%

ASSISTED REFERRALS  
▼ 17%

INVESTIGATIONS  
▼ 3%

6,024 CASES

405 ENQUIRIES

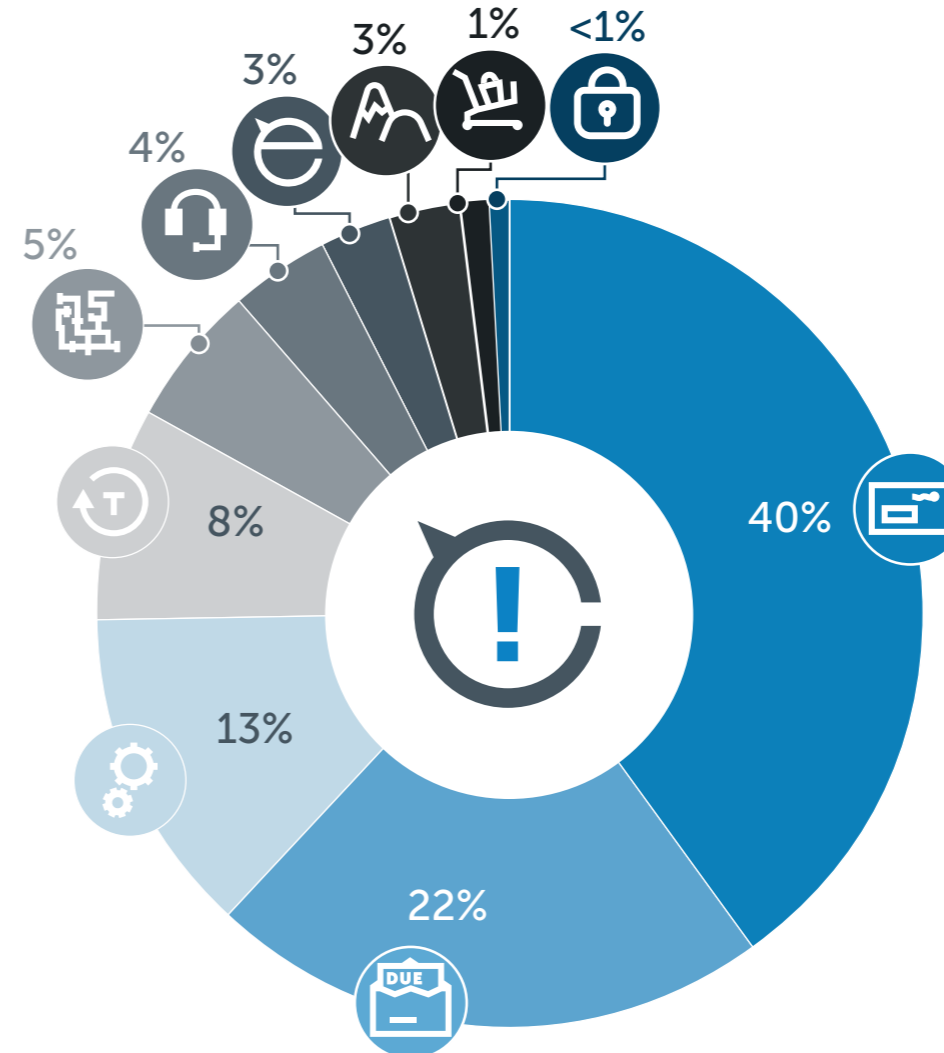
5,619 COMPLAINTS

3,853 ASSISTED REFERRALS

777 UNASSISTED REFERRALS

989 INVESTIGATIONS  
▼ 1,055 were finalised

The issues customers complained about



Compared to last quarter:

BILLING  
2,413 cases  
▼ 20%

CREDIT  
1,329 cases  
▼ 5%

PROVISION  
770 cases  
▼ 11%

TRANSFER  
505 cases  
▼ 23%

SUPPLY  
330 cases  
▼ 11%

CUSTOMER SERVICE  
229 cases  
▲ 13%

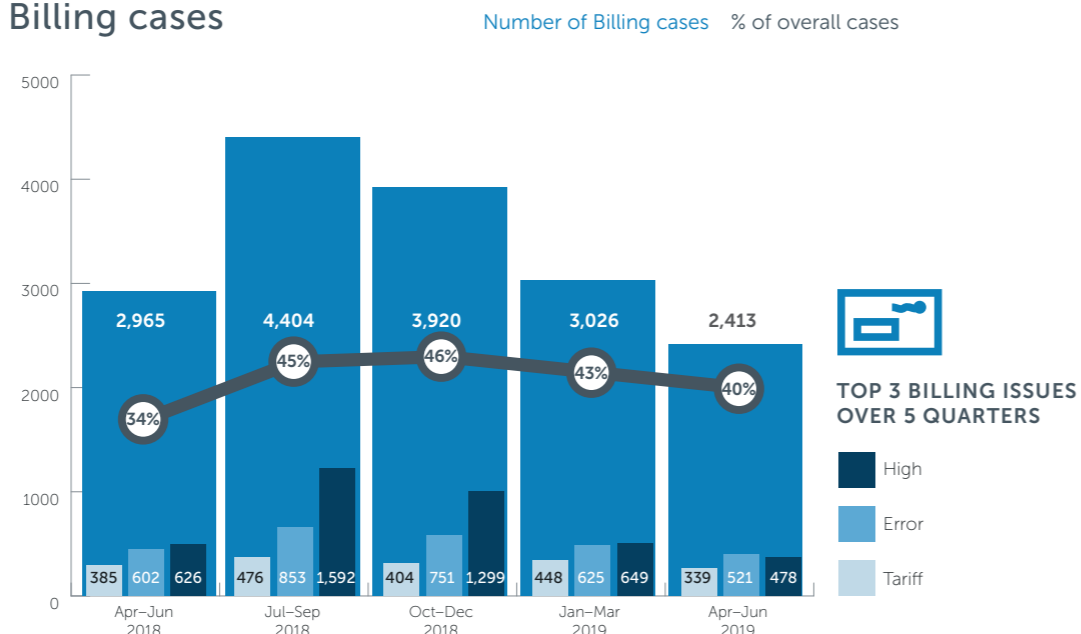
GENERAL ENQUIRY  
169 cases  
NO CHANGE

LAND  
165 cases  
▼ 17%

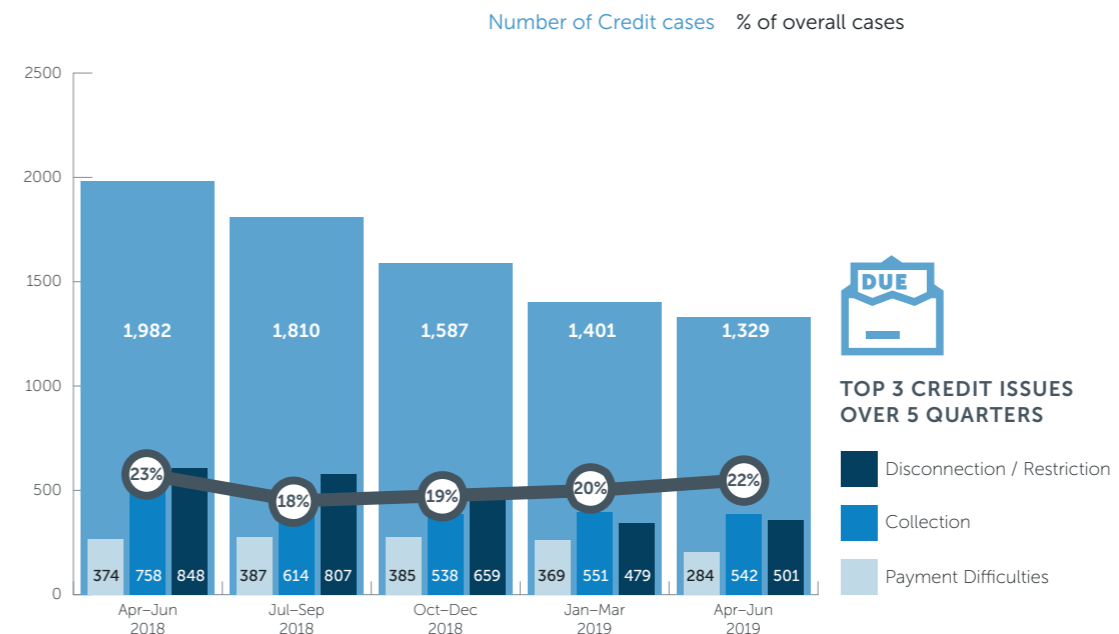
MARKETING  
78 cases  
▼ 32%

PRIVACY\*  
36 cases  
▲ 38%

## Billing cases



## Credit cases



\* Privacy is now a standalone high-level issues category. The main privacy sub-issues are 'details released', 'details requested by provider', 'details obtained without consent' and 'disclosure refused by provider'.

# ISSUES WATCH:

## Early insights on the *Payment difficulty framework* from EWOV cases

### April to June 2019

From April to June 2019, EWOV closed 251 electricity, gas and dual fuel credit Investigations lodged by residential customers.

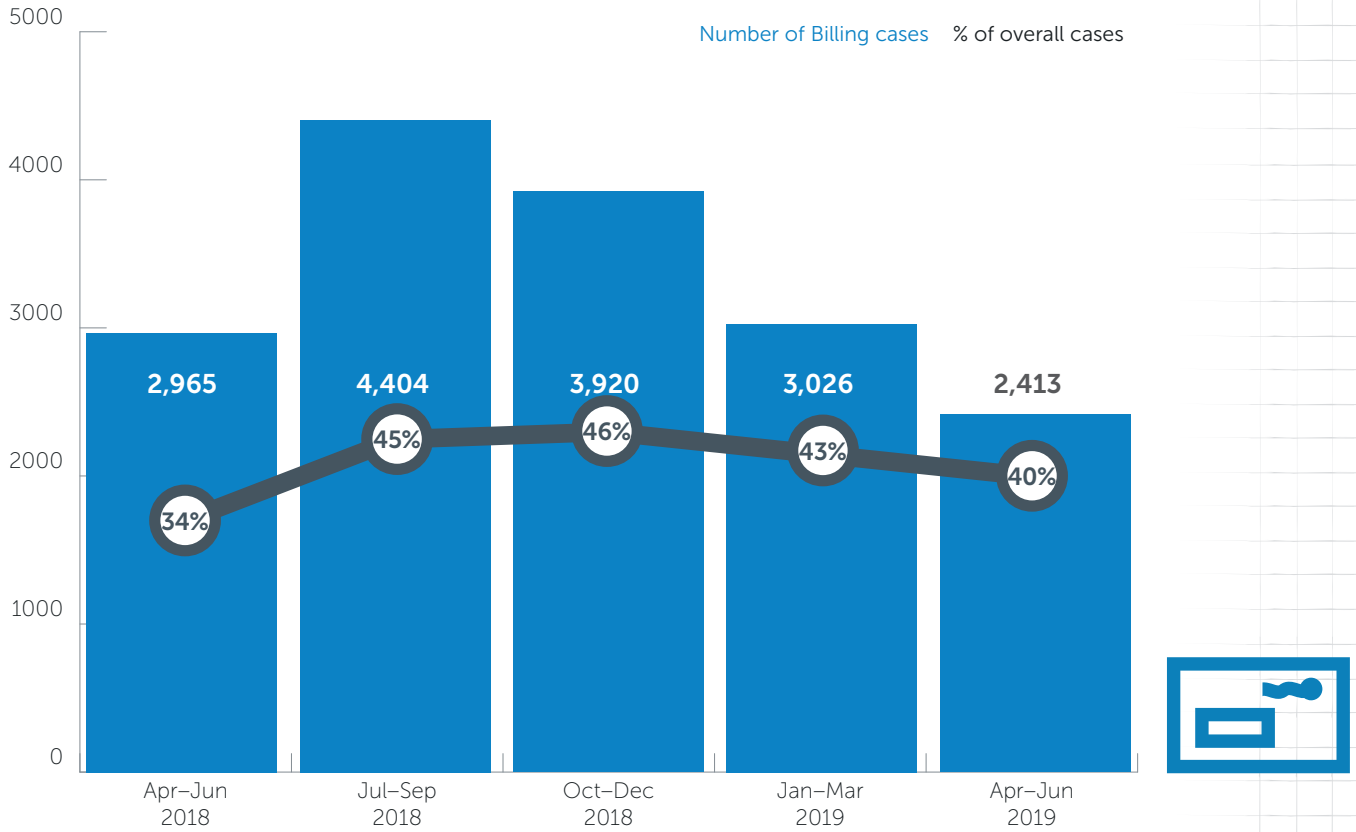
Through conciliated outcomes from these Investigations, 145 customers received entitlements under the *Payment difficulty framework* (PDF). While 16 customers (11%) said they were aware of their PDF entitlements, 104 (72%) customers told us they weren't.

Of the 145 cases, 66 (46%) were primarily about disconnection; 41 (28%) about debt collection/ credit default listing; and 38 (26%) about payment difficulties.

Of the 145 customers who received PDF outcomes conciliated by EWOV, 87 were offered a payment plan. 15 customers received a payment plan under 'standard assistance' and 48 received a payment plan under 'tailored assistance'. Retailers offered a further 24 customers a payment plan of another type.

# BILLING

FIGURE 1  
Billing cases

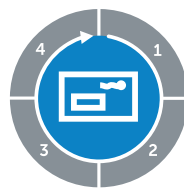


COMPARED TO  
LAST QUARTER

**BILLING CASES**

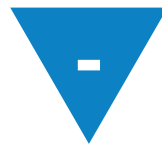


**20%**



COMPARED TO  
THIS TIME LAST YEAR

**BILLING CASES**



**19%**



## Billing Case Study: Confusion over billing discount

*Electricity discounts | conflicting & confusing information | frustration & distress*

**Case number:** 2018/31450

Mr N contacted EWOV in December 2018 to complain about the actions of the energy retailer from which he had recently switched. In June 2018, having been notified that his electricity and gas contracts were about to expire, he contacted the retailer. He said his discussions with two sales consultants left him understanding that his existing electricity discount of 36% would roll over as it had for several years, and a new gas contract would give him a discount of 34%. When Mr N received his next electricity bill, he found the discount was less than the expected 36%. He complained and was told his electricity account would be placed on hold until his complaint was investigated. Mr N said that in November 2018 – frustrated by misinformation, overdue notices, debt collection notices, and no offer of resolution other than an \$80 gesture for inconvenience – he switched retailer. At this point, he still owed the retailer \$998.85. Mr N said he found the whole situation so distressing he was forced to consult a psychologist.

**“We also found instances of incorrect, conflicting or confusing information, failure to respond, and delays in sending him information.”**

We registered the complaint as an Assisted Referral and facilitated contact with Mr N by a higher-level contact within the energy retailer. When we heard back from him, Mr N said the retailer hadn't suggested anything to resolve the complaint. We opened an Investigation and sought information from the retailer. Mr N agreed to pay \$50 a week towards the arrears while we investigated.

We reviewed the retailer's notes of contact with Mr N, as well as other documentation it provided. From this we assessed that the retailer hadn't put a hold on the account, as it told Mr N it would. We also found examples of incorrect, conflicting or confusing information, failure to respond, and delays in sending him information. It was evident that Mr N contacted the retailer regularly after lodging his complaint in mid-July 2018, before contacting EWOV for help. We also found that the retailer appeared to be telling Mr N that he had misread or misunderstood the original letter, when it was apparent that he'd read and understood the letter, called for a better agreement and was given incorrect advice at that time and a number of times afterwards. We assessed that this contributed to Mr N's frustration.

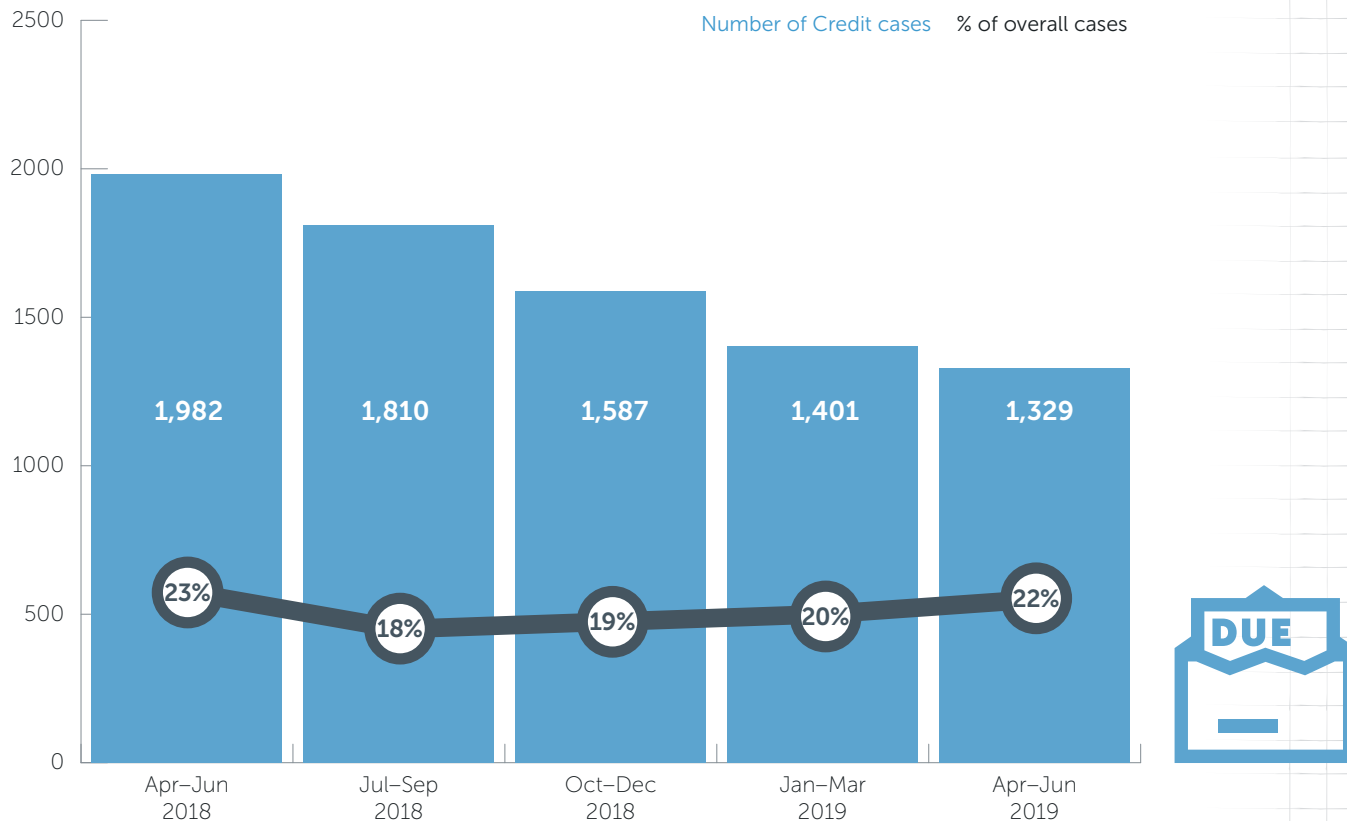
As well as the discounts he'd been expecting, Mr N was seeking reimbursement of \$446 to cover the cost of his psychologist appointments. While EWOV is unable to investigate damages for mental anguish or pain and suffering, we are able to investigate loss linked to or resulting from the actions of an energy or water company, where the loss can be substantiated by the customer. We advised Mr N that we would consider his request for reimbursement of psychologist costs in our assessment of a fair and reasonable outcome.

The energy retailer apologised to Mr N and offered a resolution payment of \$700. Mr N rejected the offer, saying he didn't believe it sufficiently addressed the poor service, loss of discount and distress he'd experienced. Mr N indicated he would accept \$1,005.58 – reimbursement of \$446 for medical costs, \$359.58 in compensation for the discounts he'd missed, and a credit of \$200 for poor customer service.

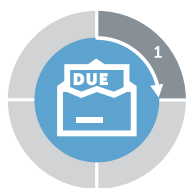
The retailer agreed to Mr N's counter-offer. Once this amount was applied to Mr N's account, it was \$456.73 in credit, which he could choose to receive by cheque or electronic transfer. The complaint was closed.

# CREDIT

FIGURE 2  
Credit cases

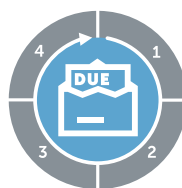


**Note:** The disconnection data in this report does not include LPG Deliveries Stopped cases.



COMPARED TO  
LAST QUARTER  
**CREDIT CASES**

**- 5%**



COMPARED TO  
THIS TIME LAST YEAR  
**CREDIT CASES**

**- 33%**





## Credit Case Study: Default listing incorrectly applied

*Closed account | indicators of payment difficulty | debt collection*

**Case numbers:** 2019/2761

In early February 2019, Mr G contacted EWOV to complain about a default listing against him for a closed gas account. Mr G said he became aware of the listing when he was contacted by a debt collector. While he paid the requested amount of \$387 to the debt collector in late November 2018, he believed the default listing was wrongly applied and he wanted it removed.

We registered the complaint as an Assisted Referral and facilitated contact with Mr G by a higher-level contact within the gas retailer. Mr G returned to EWOV dissatisfied that the retailer refused to remove the default listing, maintaining it was correctly applied.

Responding to EWOV's Investigation, the gas retailer said its own review of the complaint found the required notices for the April 2018 overdue bill were sent to Mr G's address, after the final notice was issued in June 2018.

From our review of the information provided by the gas retailer, we noted that Mr G's account was opened in September 2016. In total, ten bills were issued to him, one he paid on time and the others he paid late or not at all. Two agreed payment arrangements had failed due to non-payment. During calls in 2017 and 2018, Mr G had explained his personal and financial position and it appeared that he should have been referred to the retailer's hardship team for assistance. Our assessment was that Mr G was experiencing payment difficulties, and this hadn't been identified or acted upon by the retailer.

As part of our Investigation, we looked at the Privacy Regulation 2013 and the Privacy (Credit Reporting) Code 2014 (CR Code) and considered advice provided by the Office of the Australian Information Commissioner. EWOV's understanding is that, under the CR Code, a credit provider isn't allowed to default list a customer where the customer has made a payment assistance request and their request is being processed.

The gas retailer maintained its position that there had been sufficient reasonable attempts to engage and communicate with Mr G before the default was listed. It also said Mr G was explicitly advised during the call in July 2018 that failure to make the payment plan instalments could lead to collection activity, and a possible default against his name. It provided the call recording to support this.

Our review of the call recording concluded that the gas retailer hadn't sufficiently explained to Mr G the consequences of a broken payment agreement. On this basis, the advice given to him wasn't explicit enough to justify pursuit of the April 2018 bill.

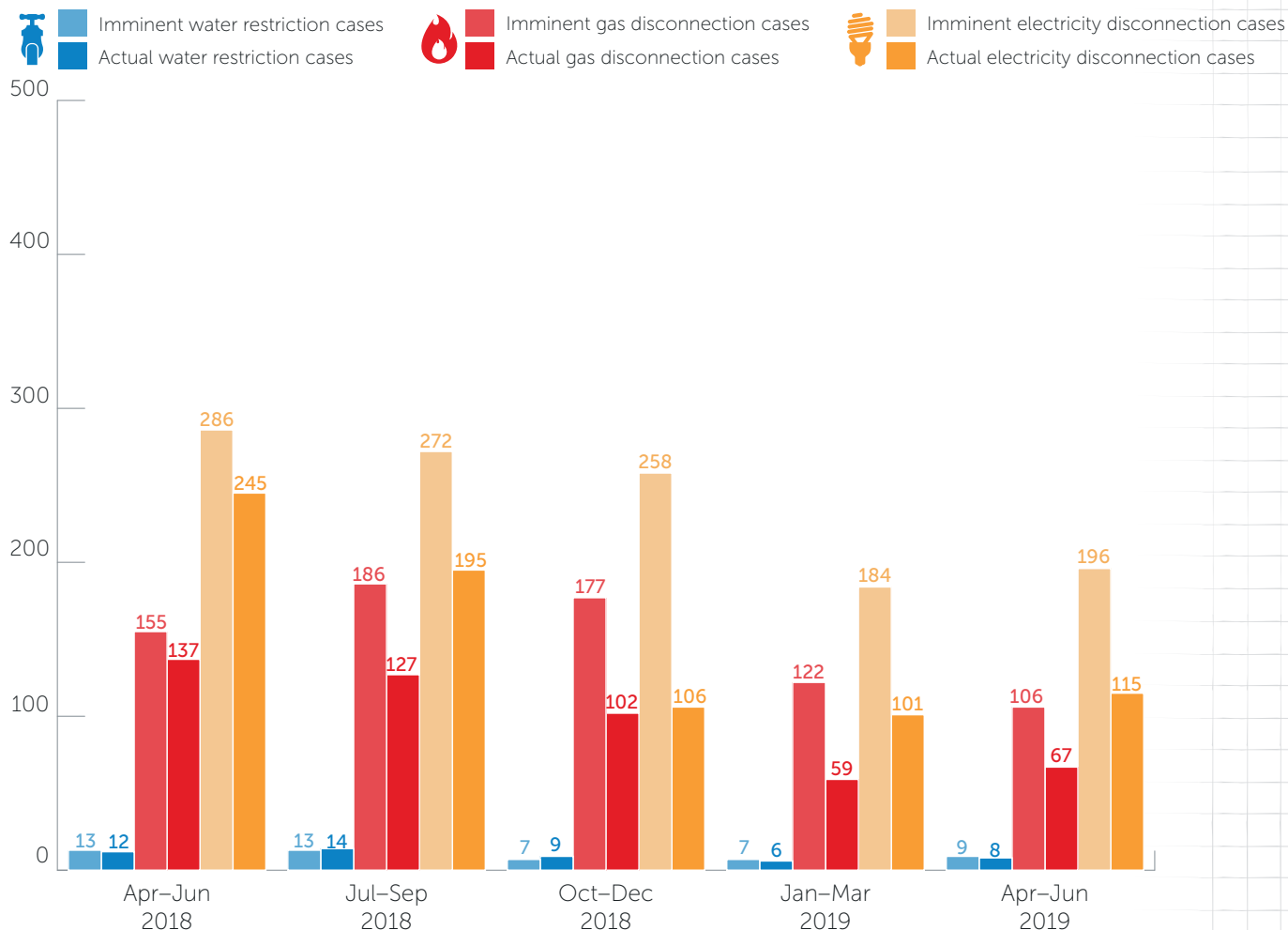
The gas retailer maintained that it wasn't aware Mr G needed payment assistance for the bill in question, but it also acknowledged that it sent the payment plan cancellation letter the same day as it default-listed him. To resolve the complaint, it arranged for the default listing to be removed.

Mr G was satisfied with this outcome. The complaint was closed.

**"Our review of the call recording concluded that the gas retailer hadn't sufficiently explained to Mr G the consequences of a broken payment agreement."**

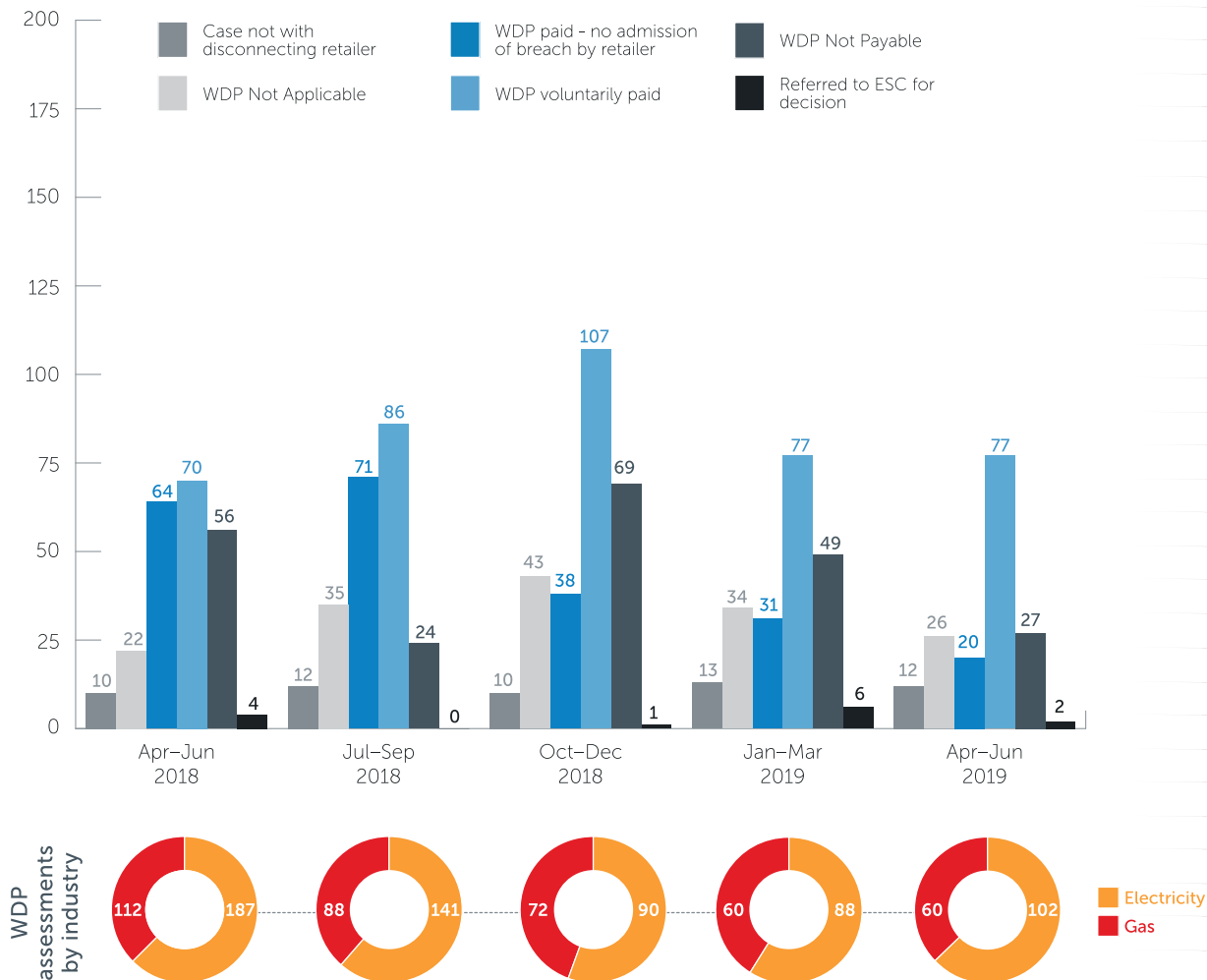
FIGURE 3

Credit-related disconnection and restriction cases



Note: The disconnection data in this report does not include LPG Deliveries Stopped cases.

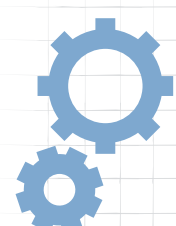
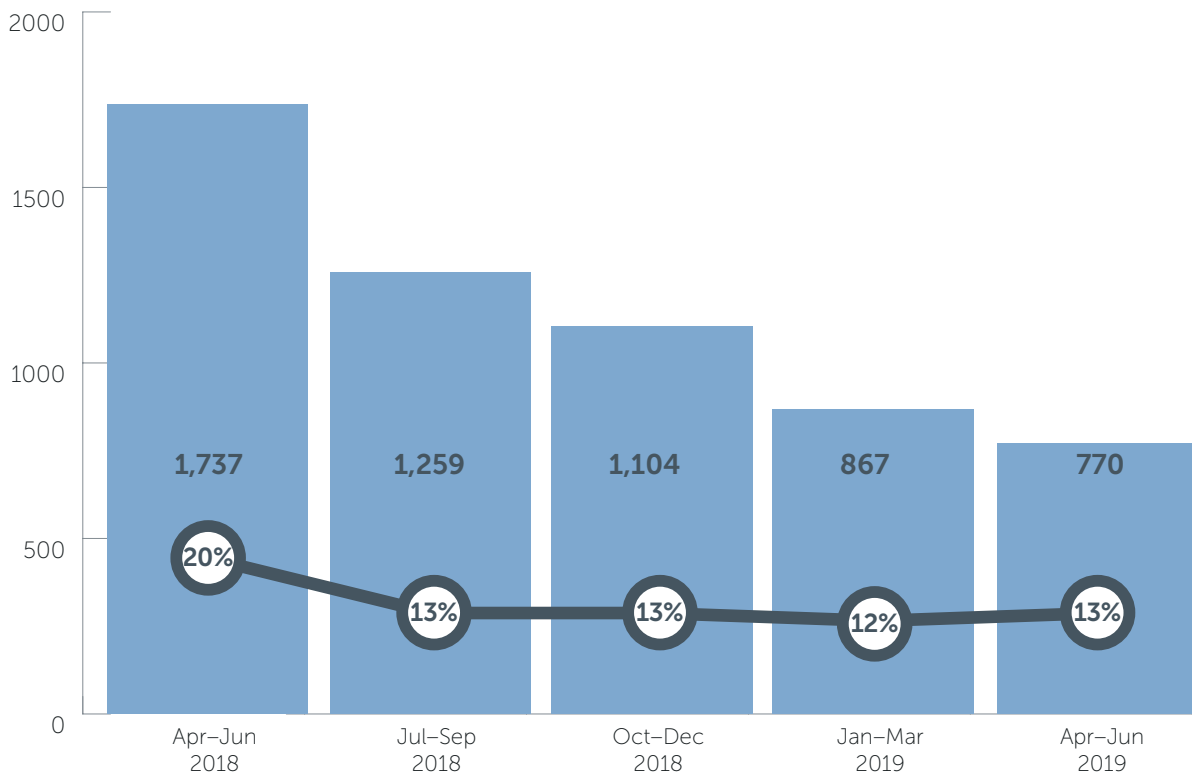
**FIGURE 4**  
WDP outcomes



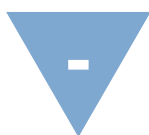
# PROVISION

FIGURE 5  
Provision cases

Number of Provision cases % of overall cases



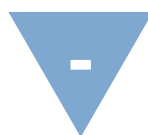
COMPARED TO  
LAST QUARTER  
**PROVISION CASES**



**11%**



COMPARED TO  
THIS TIME LAST YEAR  
**PROVISION CASES**



**56%**



## Provision Case Study: Supply disconnected, rather than the meter

*Removal of old meter | procedure confusion | unplanned outage | wrongful disconnection payment*

**Case number:** 2019/8689 and WDP/2019/238

In May 2019, Ms L's electricity supply was disconnected. Five days later, still without electricity, she rang EWOV for help. Ms L said that, as well as losing her pet fish, she'd lost all the food in her refrigerator, and had to stay elsewhere because she couldn't heat her home without power. Despite multiple contacts with her electricity retailer, she hadn't been able to get the power restored.

We opened an Investigation and in accordance with EWOV's *Reconnection/Derestriction Policy*, arranged for Ms L's power to be reconnected the same day.

Providing background to her complaint, Ms L explained that there were two meters at her property. One was connected to the house and the other was an old meter she no longer used. To avoid paying two bills, she'd asked her electricity retailer to arrange disconnection of the meter she wasn't using.

Responding to EWOV's Investigation, the electricity retailer confirmed Ms L's request for disconnection of one of her two services. It said that, in carrying out the request, it had raised the disconnection request for the wrong meter. The retailer confirmed that Ms L had called when she found she had no electricity. Remote reconnection was arranged but, when an existing load was detected on the service, the reconnection didn't go ahead. Two days later, when Ms L complained that she still didn't have power, a second reconnection order was raised. Ms L's electricity was finally reconnected five days after the disconnection.

Our review of the Market Settlement and Transfer Solutions (MSATS) revealed that Ms L's property had two National Metering Identifiers (NMIs). We established that she'd recently engaged a registered electrical contractor (REC) who consolidated the two NMIs into one, with a single meter number. The REC had removed the redundant meter from the premises. Even though Ms L had told her retailer she no longer required the second NMI and second meter, both still appeared to be active in MSATS.

We put this to the distributor. It agreed that both NMIs and both meters appeared to be active. It also advised that it had received no notification from the REC about abolishing the redundant meter. It said that the NMI for Ms L's house was listed as 'site vacant'. To stop receiving bills for the redundant meter, Ms L would need to request its abolishment through her electricity retailer.

The retailer apologised to Ms L for raising the disconnection request for the wrong meter. It waived outstanding balances of \$187.10 and \$232.07 on the two electricity accounts. It confirmed the number for the redundant meter and the associated NMI, so she could contact its new connections division to request meter abolishment. To cover any service charges applied before the meter was abolished, the retailer provided Ms L with a goodwill credit of \$86. Ms L was satisfied with this resolution and the Investigation was closed.

Our separate Investigation of whether the disconnection was wrongful found that the retailer hadn't complied with clause 118(1) of the *Energy Retail Code*. As a result, a Wrongful Disconnection Payment (WDP) of \$2,586.81 (\$500 a day pro rata) was payable to Ms L because she was off supply for 5 days, 4 hours and 10 minutes.

"... in carrying out the request, it had raised the disconnection request for the wrong meter."

# EMBEDDED NETWORK CASES

## Trends in embedded network issues

### Against last quarter

- 111 embedded network cases, up 31%

### 65 cases about billing

- up 48% against the previous quarter
- most commonly about high bills, tariffs, errors, and fees and charges

### 9 cases about credit

- down 25% against the previous quarter
- most commonly about disconnection (imminent and actual)

### 8 cases about customer service

- up 60% against the previous quarter
- most commonly about poor service

### 6 cases about transfer

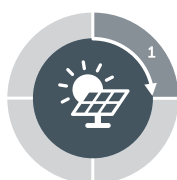
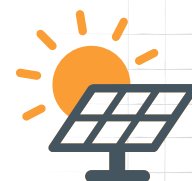
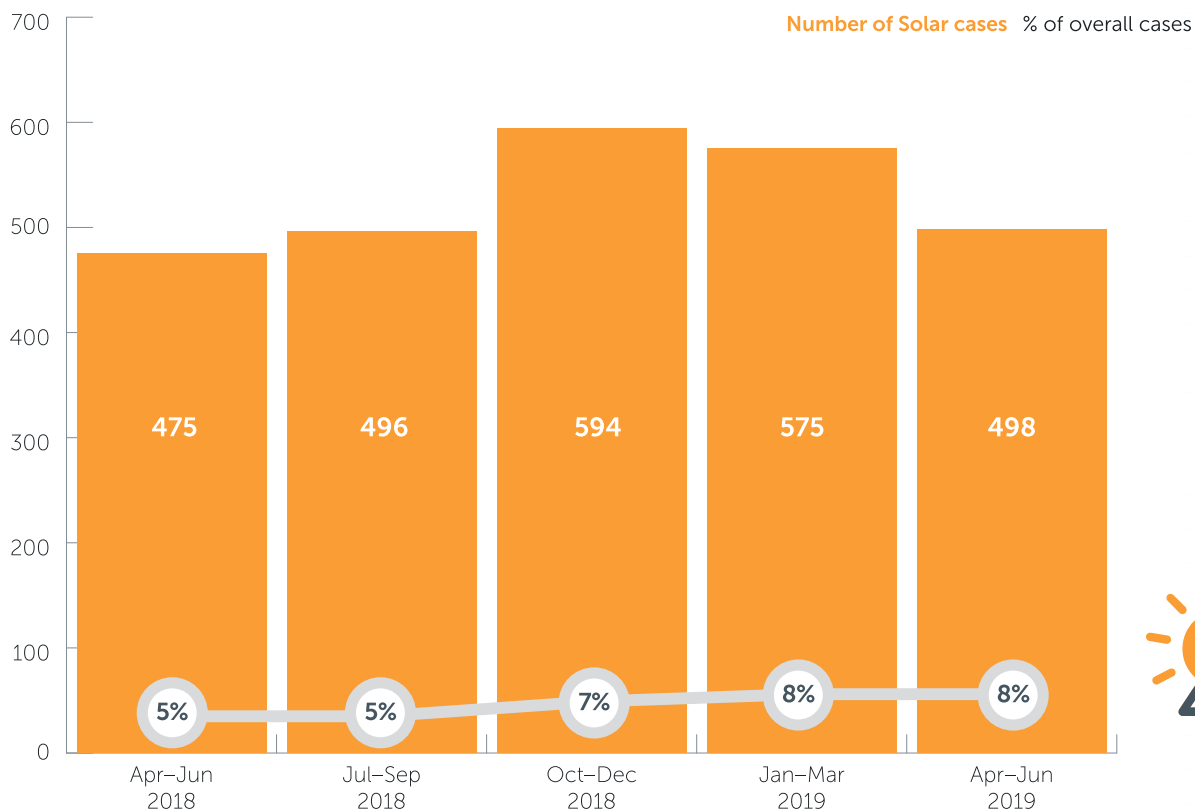
- down 45% against the previous quarter
- most commonly about objection

## What customers in embedded networks are telling EWOV

- Having purchased her apartment off-the-plan, and unaware of the embedded network arrangement until after settlement, the customer was upset about the high price of her electricity. 2019/12992
- The customer advised the embedded network retailer that she was experiencing payment difficulty, but received no information about government assistance. 2019/7182
- The customer went overseas for six weeks. Before leaving, she turned the appliances off at the main switch. The monthly billing while she was away showed as \$10 higher than when she was at the house. 2019/12839
- The customer was dissatisfied that no off-peak rates were available. 2019/12058
- The customer, who owned a property on a caravan site, said he didn't see the bills or receive any details of the billing. He just paid the charges passed on from the caravan site. He thought he was paying high reading charge fees (\$137), but had no bills to compare. 2019/10755
- The customer was disputing a disconnection/reconnection fee of \$88, saying the service was never disconnected. 2019/11234

# SOLAR

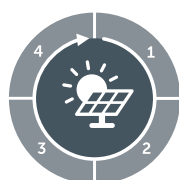
FIGURE 6  
Solar cases



COMPARED TO  
LAST QUARTER  
SOLAR CASES



**13%**



COMPARED TO  
THIS TIME LAST YEAR  
SOLAR CASES



**5%**



## Solar Case Study: Missing out on almost three years of solar credits

*Paperwork submitted | no NMI | poor communication | charge to re-submit*

**Case numbers:** 2019/9698

Mr H and Ms W had solar installed at their property in 2016. Despite the system generating more than 14,731 kWh since then, they'd received no solar credits. Mr H said that, in December 2016, Ms W had contacted the electricity retailer to ask that an existing payment plan be reduced because they were using less electricity, but at that time she hadn't mentioned solar credits. It wasn't until May 2019 that the matter of missing solar credits was raised with the retailer and compensation was sought. Mr H said the retailer declined the request for compensation and advised that, to receive future solar credits, they would need to re-submit the paperwork at a cost of \$250.

We registered the complaint as an Assisted Referral and facilitated contact with Mr H by a higher-level contact within the electricity retailer. Mr H returned to EWOV dissatisfied with the retailer's offer of a credit of \$100, and its explanation that compensation couldn't be made because there was an error in the documents it received in 2016. Mr H said there was no explanation of what was incorrect, or why this wasn't communicated to them sooner. We opened an Investigation.

Responding to our Investigation, the retailer advised that the paperwork submitted in 2016 was missing a National Metering Identifier (NMI). It said it had attempted to reach the electrical contractor to tell him the documents needed to be re-submitted, but was unsuccessful. It said it had also tried, unsuccessfully, to contact Ms W. It made no further attempts to address the problem.

The retailer apologised to the couple. It credited the account with \$832.56 for missed solar credits, and provided a customer service credit of \$250.

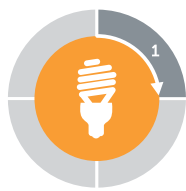
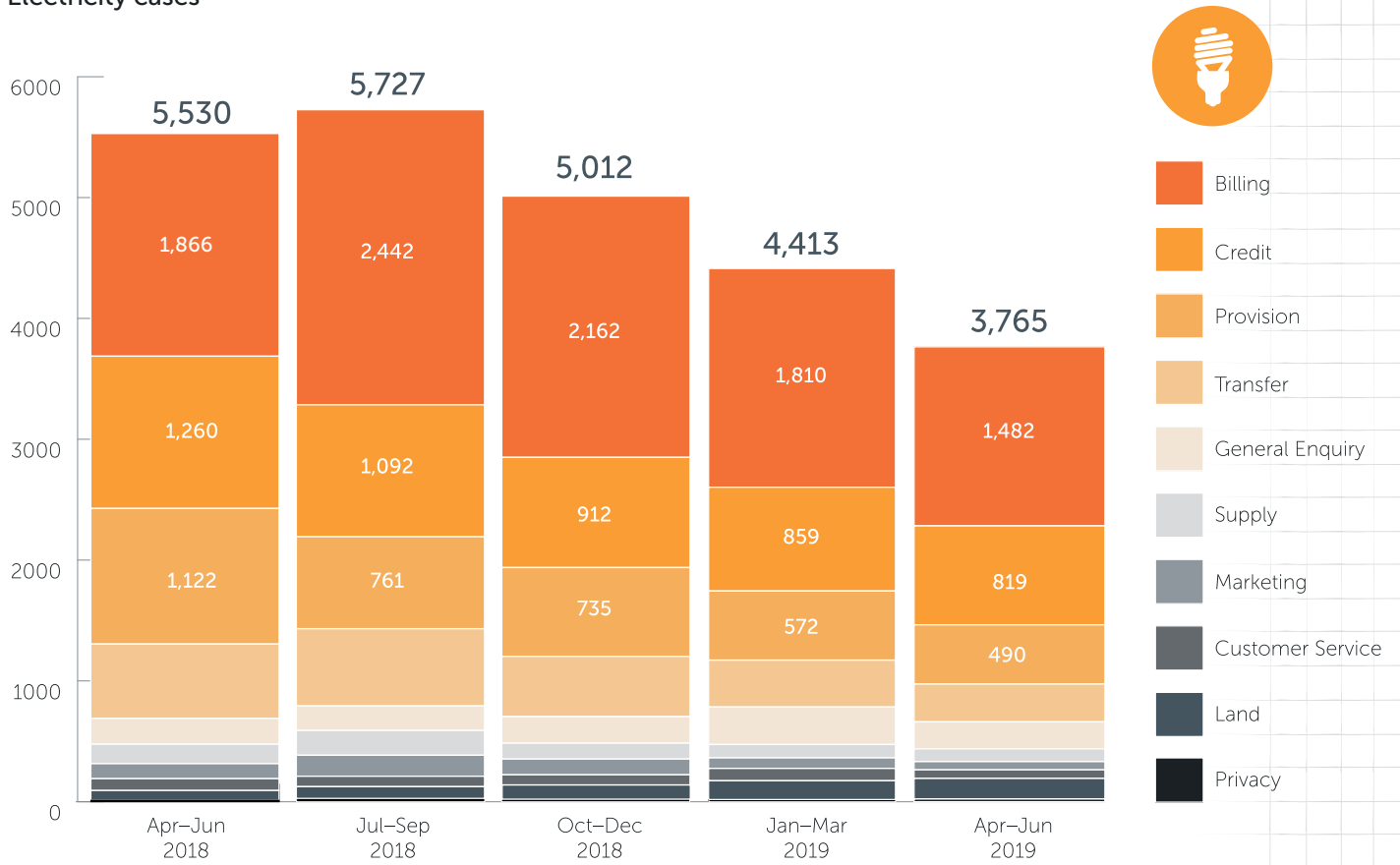
The customers were satisfied with this outcome. The complaint was closed.

**"... the paperwork submitted in 2016 was missing a National Metering Identifier (NMI)."**



# ELECTRICITY

FIGURE 7  
Electricity cases



COMPARED TO  
LAST QUARTER

**ELECTRICITY  
CASES**



**15%**



COMPARED TO  
THIS TIME LAST YEAR

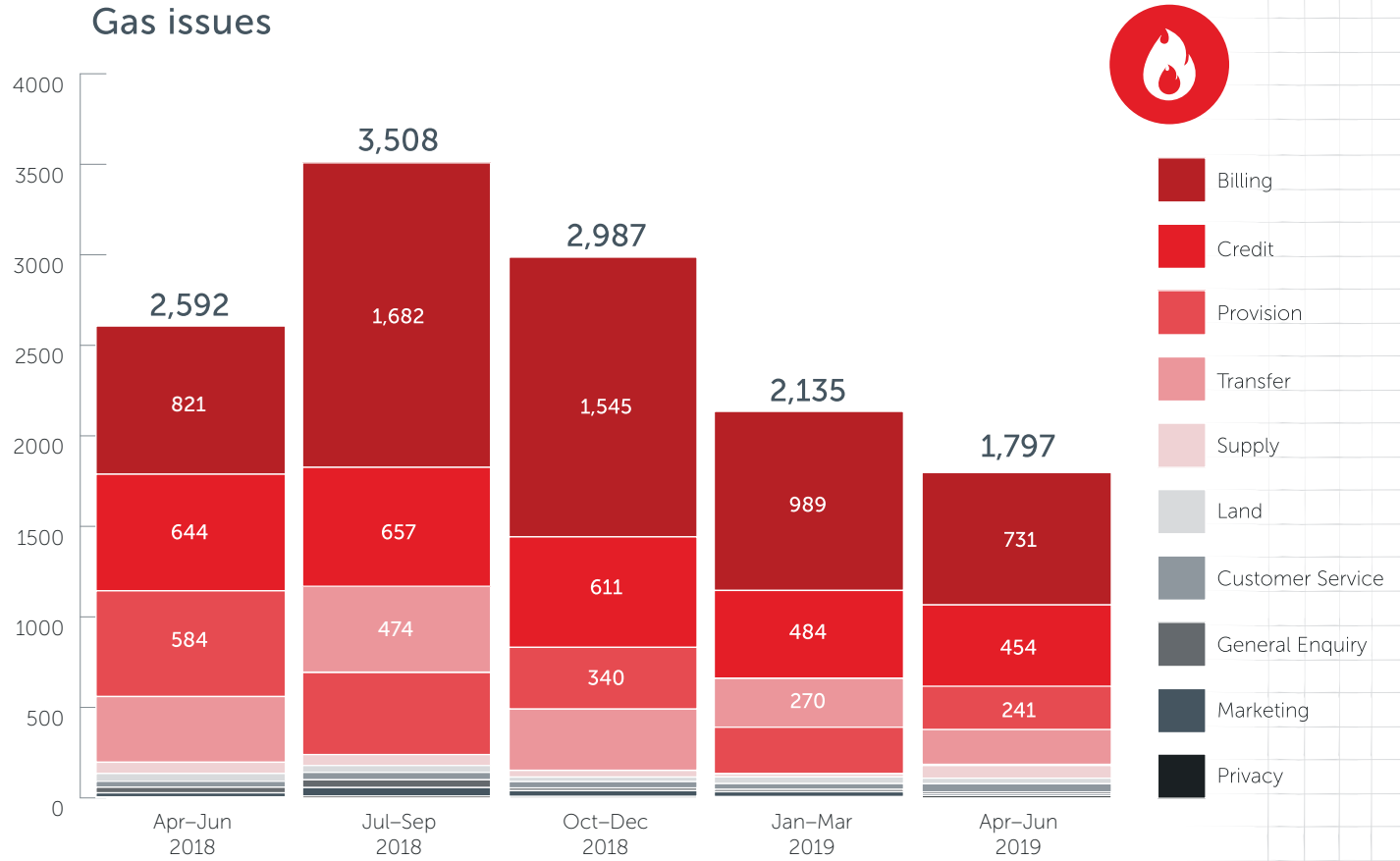
**ELECTRICITY  
CASES**



**32%**

# GAS

FIGURE 8  
Gas cases



COMPARED TO  
LAST QUARTER  
**GAS CASES**

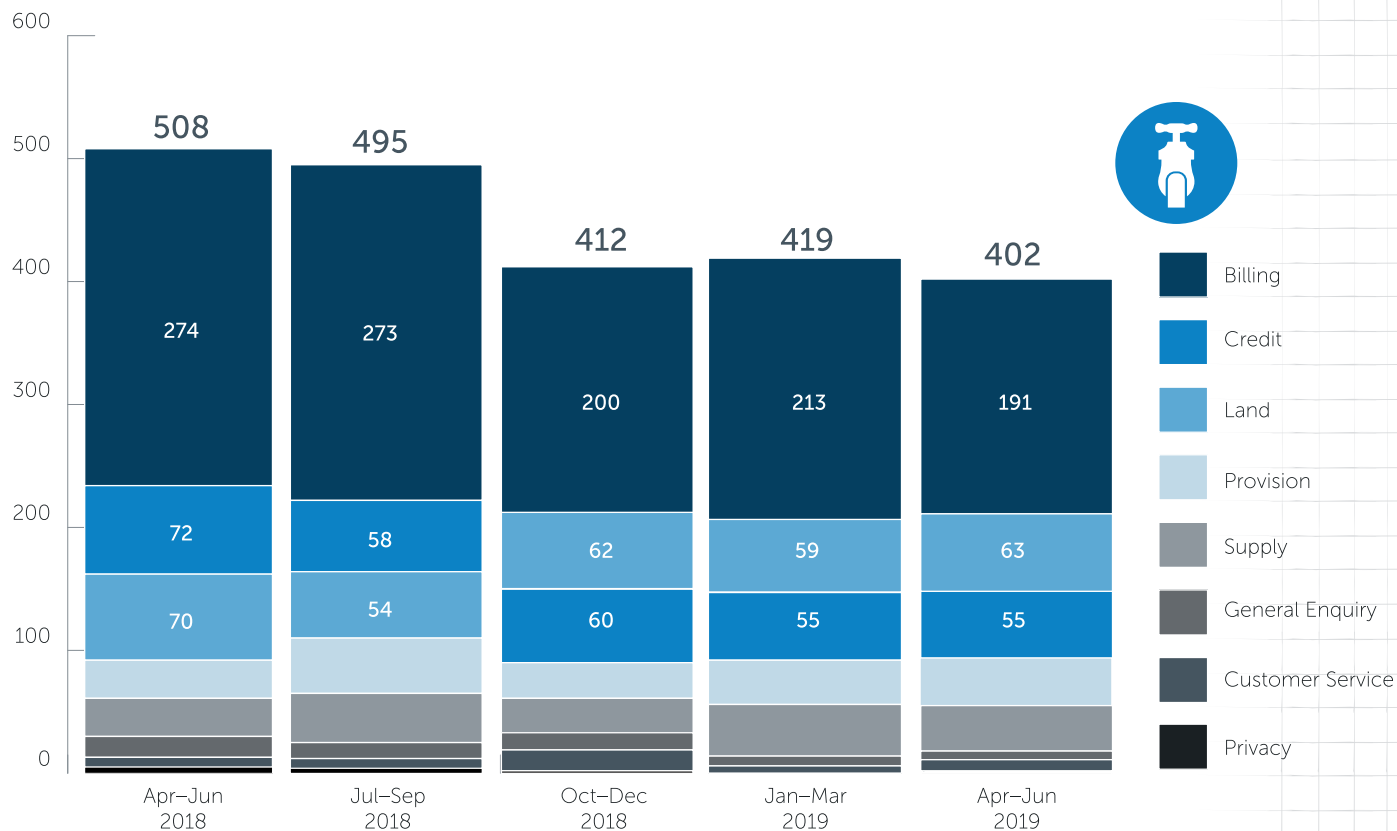
**- 16%**

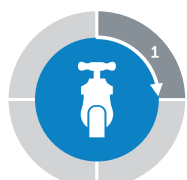

COMPARED TO  
THIS TIME LAST YEAR  
**GAS CASES**

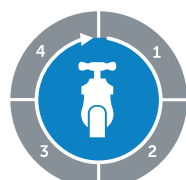
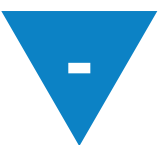
**- 31%**

# WATER

FIGURE 9  
Water cases




**COMPARED TO LAST QUARTER**  
**WATER CASES**  
 **4%**


**COMPARED TO THIS TIME LAST YEAR**  
**WATER CASES**  
 **21%**

# SYSTEMIC ISSUES

## Summary of systemic issue investigations opened and closed

April to June 2019

	Energy	Water	LPG
Open/Under Investigation	5	0	0
Closed	7	1	0

Note: Systemic issue investigations that were opened during the above period and cannot yet be identified as being systemic have not been included. There are currently an additional 23 cases in process where EWOV has not yet established if the issue is systemic in nature.

## Systemic issues identified through EWOV's case handling

April to June 2019

### *Three phase meters affected by a manufacturing fault*

Three cases received by EWOV highlighted faults in a certain type of three-phase meter. The distributor and meter manufacturer investigated and discovered a manufacturing fault in a small percentage of meters. The distributor developed and installed software, which enables it to analyse the data from all of its meters and identify the faulty ones. It advised that, because the fail rate of the meters was far below the fail rate required by the regulations before an entire meter population fails and needs to be removed from service, the meters could continue to be used. It resolved the issue by replacing the faulty meters, and reviewing and adjusting the meter data so affected customers could be rebilled. SI/2015/37 & SI/2017/7

### *Amending advices to customers around credit default listing*

As part of the outcome of SI/2018/8 in June 2018, an energy retailer advised it would amend its payment arrangement letter (where relevant to default listing) to include a statement about credit default listing. This would advise customers that the retailer would retain its right to enter a default listing based on notices previously issued. We re-opened this systemic issue in May 2019, when we became aware (through nine cases to EWOV) that the energy retailer hadn't altered its payment arrangement letter. The retailer advised that it had taken a different approach. Rather than amending its payment arrangement letter, it had amended its payment plan cancellation letter to make it clear to customers that a default listing could occur. It had also included scripting for its representatives to use when setting up a payment plan, to make it clear that if the payments were not made a default listing could occur. SI/2018/8

### *Errors in meter read information after system update*

Through our case handling, we became aware of errors in an energy distributor's issuing of meter reads. The distributor explained that, following a system change early in February 2019, where even a single read had an error, batches of 1,000 meter reads failed to issue. It said the problem was rectified in early in March 2019. The issue had been addressed with the retailers receiving the meter data, and the distributor had taken steps amend its system and its procedures to prevent the issue arising again. SI/2019/19

***Disconnection before date on notices sent to 'occupier accounts'***

Three cases received by EWOV highlighted that an energy retailer was issuing a reminder notice to 'occupier accounts', and then issuing a disconnection notice earlier than the date specified in the reminder notice. The customers at these properties were subsequently disconnected. The retailer said the problem arose during its transition to a new program, because a new spreadsheet formula wasn't set up correctly. As a result, some disconnection notices were sent a day early. As soon as the error was identified, the formula was corrected. The retailer advised that the sites were on expired deemed contracts, so the wrongful disconnection payment didn't apply. SI/2018/50

***Disconnection without warning of remote de-energisation***

Four cases to EWOV highlighted that an energy retailer had disconnected customers whose property had a smart meter, after sending them a disconnection notice which didn't specify that supply de-energisation could occur remotely. We understand 850 customers were affected, and wrongful disconnection payments were provided. The retailer advised that it was working with the Essential Services Commission to provide appropriate remediation to affected customers. SI/2018/38

***Billing delays arising from three different issues***

EWOV received 36 complaints about delayed billing by an energy retailer. The delays were significantly more than for the same period the year before. The energy retailer advised that no delay was longer than nine months, so the backbilling was within the requirements of the Energy Retail Code. It said the delays were due to issues with a legacy billing system (to be corrected by 30 June 2019); a billing suspension due to a tariff change process (addressed through changed priority procedures); and errors during the field sales sign-up process where field agents offered plans to customers which were no longer available (addressed by honouring the offers made and retraining the field agents involved). SI/2018/59

***Incorrect calculation of sewage disposal charges***

Through EWOV's case handling we became aware that a water corporation's billing system was calculating sewage disposal charges incorrectly, where the volume of recycled water usage exceeded 125 kL. We understand 415 customers were affected. The water corporation said it was manually intercepting bills for the affected areas and combining water usage volumes to calculate them correctly. It was also working on a solution to enable it to send bills automatically to customers with a combined usage of over 125 kL. It expected this solution to be implemented in the first quarter of 2019-20. SI/2019/9

# PUBLIC SUBMISSIONS MADE BY EWOV

## April to June 2019

### **Consequential amendments related to the Victorian Default Offer – Draft Decision *Essential Services Commission (ESC)***

In EWOV's response to the Draft Decision, we supported the ESC's intention that consumers are given clear information about the Victorian Default Offer (VDO), and that the VDO is included as a potential best offer option in best offer notifications and through the clear advice entitlement. Including some additional comments, we agreed with all three of the ESC's draft decisions:

1. That the deemed best offer must be the lowest cost of a generally available plan or Victorian Default Offer applicable to the customer.
2. That a retailer, under the clear advice entitlement, must communicate to a customer information about the retailer's other applicable generally available plans and a Victorian default offer that it reasonably believes may be more suitable for the customer.
3. Under the clear advice entitlement, a retailer is to communicate information about the availability of the Victorian Default Offer and how the customer may access the plan from the retailer.

[EWOV's submission online](#)

[ESC's draft decision](#)

### **Energy Retail Code Changes to Support Family Violence Provisions for Retailers – Draft Decision**

#### ***Essential Services Commission (ESC)***

EWOV strongly supported the policy intent of the ESC's Draft Decision – "*to provide customers affected by family violence with an entitlement to safe, supportive and flexible assistance from their energy retailer in managing their personal and financial security*" – and the requirement for retailers to have a family violence policy that's updated regularly. We also recommended effective training of retailer staff as central to achieving the cultural change that the new entitlements represent.

[EWOV's submission online](#)

[ESC's draft decision](#)

# GLOSSARY

More about EWOV's [issue](#) and [complaint terminology](#) can be found on our website.