



PCW/Supplier Forum

Consumer Communication & Engagement Working Group – Meeting 3
1 July 2021

Competition Act Reminder

- In taking part in this meeting, participants are confirming that they have undergone relevant training to raise their awareness of, and ensure compliance with, applicable competition law, including the Competition Act 1998 and Articles 101 and 102 EC and that they will not discuss matters that would or might lead to any breaches of competition law.

Agenda

Item	Topic
1	<i>Introduction & meeting aims</i>
2	<i>Cooling-off – confirm definition & messaging approach</i>
3	<i>Principles of Consumer messaging</i> <ul style="list-style-type: none">➤ <i>Including consideration of Risk R007 – Potential for consumer confusion</i>➤ <i>Unhappy path messaging</i>
4	<i>Consideration of the journey from a Consumer perspective</i>
5	<i>Proposed Work Plan for this Working Group and dates of future meetings</i>
6	<i>Review of Actions Log</i>
7	<i>Updates/additions to the Forum Risk Register</i>
8	<i>AOB</i>

The aims of today's meeting....

- Consideration of cooling-off arrangements and the provision of legislative clarity on when, within the consumer journey, the cool-off period commences.
- Discuss 'principles of consumer messaging' and develop an accurate and consistent consumer messaging framework, associated with cooling-off and other critical process elements.
- Consider Risk R007 – *'Potential for customer confusion as the timeframe for switch completion dramatically reduces'*.
- Discuss consumer expectations from a communication/engagement perspective and align this with messaging principles outcomes.
- Consider the Working Group Work Plan and confirm approach to resolution of outstanding topic areas.
- A review of the Working Group Actions Log.
- Review and update the Forum Risk Register as required.
- Finally, consider AOB from Working Group members.

2. Cooling-off – confirm definition and messaging approach

Cooling-off period definition

- The requirement to offer a cooling-off period is legislated via a Statutory Instrument 'The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013'

Normal cancellation period

30.—(1) The cancellation period ends as follows, unless regulation 31 applies.

- (2) If the contract is—
 - (a) a service contract, or
 - (b) a contract for the supply of digital content which is not supplied on a tangible medium,
- the cancellation period ends at the end of 14 days after the day on which the contract is entered into.

The Citizens Advice website advises:

- *Your cooling-off period begins the day after you enter a contract with the business - whether the contract's written down or if it's an oral contract.*

The Which? website advises:

- ***For services purchased at a distance the 14-day cooling off period starts the day after you entered into the contract for the service.***

- [The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013 \(legislation.gov.uk\)](https://www.legislation.gov.uk)

Cooling-off definition

- The provision of a cooling-off period is not a new requirement being introduced by the implementation faster switching arrangements
- There are established procedures in place, along with established consumer messaging which seeks to explain the consumer cool-off rights
- When considering the content of the previous slide, the cooling-off period commences the day after the contract is entered into by the consumer
- It is evident from our discussions at the last meeting, that there is a lack of consistency in messaging being provided to consumers and in some instances the messaging appears not to be in accordance with the legislative definition
- The competitive market should, and does, drive differentiation of service offering to the consumer by all parties within the acquisition journey
- However, it is important that the principals of consumer messaging, on topics such as cooling-off, are both accurate and provide a consistency of core message – potentially within an agreed ‘principals framework’

Typical Consumer Journey (PCW)

(Current Cool-off related messages provided to consumers)

Slide from meeting 1
on 6 May 2021

- ✓ • *Your welcome pack will confirm your 14-day cooling-off period, contact your New Supplier if you want to cancel*
- ✓ • *Details of cancellation rights will be included in the Contact Confirmation from your New Supplier*
- ✗ • *You may not hear anything during first 14 days as this is your cooling-off period*
- ✗ • *Contact your New Supplier to cancel your application, you have 14 days to cancel from today, or you might have to pay exit fees*
- ✓ • *Your switch is not confirmed yet, you have a right to change your mind*
- ? • *You have the right to cancel within 14 days from the day after the date you signed up to this tariff, details of how to cancel will be included within your welcome pack*
- ✗ • *You have an automatic cooling-off period of 14 days starting immediately – your welcome pack will provide full details*
- ? • *Notify your New Supplier within 14 days to cancel the switch*
- ✗ • *You have the right to cancel within 14 days of submitting your application to 'x' energy supplier*

Typical Consumer Journey (Supplier)

(Current Cool-off related messages provided to consumers)

Slide from meeting 1
on 6 May 2021

- ? • *If you decide that you don't want to switch, remember you have 14 days to change your mind*
- ? • *If you have a change of heart let us know within 14 days of this email and we will stop your switch*
- ? • *If you change your mind in the next 14 days, just tap 'Cancel switch?' in your account. You'll stay with your current supplier*
- ? • *If you don't want to move, please tell your switching site*
- ✓ • *Your 14-day cooling off period starts on the day after you signed up with us. If you'd like to cancel your switch during this period (email us/phone/download form)*
- ? • *The cooling-off period is 14 days, during which you can contact us to cancel your switch*
- ? • *If you cancel your switch nothing will happen, you will stay with your old Supplier*

3. Principles of Consumer messaging

Consistency of key information provision the point of sale

- As discussed at our last meeting, there are three specific areas where it would be ideal to ensure accuracy and consistency in the messaging to consumers at the point of sale and as the switch progresses:
 - 1. Next Steps**
 - *What will happen next & who will make contact with you*
 - 2. Speed of switch**
 - *Indication of how long the switch process might take, without providing commitment to a Supply Start Date (as this will be provided by the Supplier)*
 - 3. Cooling-off**
 - *Provision of information that is aligned with the legal definition and easy for the consumer to understand*

Reminder: we are aiming for accurate & consistent information, delivered in differentiated ways

Examples of potential consumer messaging principles for consideration

- What will happen next & who will make contact

- *Regardless of the consumer pathway, happy or unhappy, the next contact relating to the switch will be from the chosen Supplier*

- *Your new Supplier will be in contact with you shortly to confirm your switch and provide with a welcome pack/letter, which will include the full Terms & Conditions.*

- Opportunity to cool-off

- *The PCW can provide information relating to the consumers rights to cool-off, however the new Supplier will be best placed to notify the consumer of the actual date from which the cool-off period commences.*

- *You can change your mind about this switch, the welcome pack from your new Supplier will detail when your statutory 14-day cooling off period will commence, which is normally the day after the contract has been agreed by the Supplier.*

- How long the switch will take

- *The new Supplier will notify the consumer of the Supply Start Date (SSD). The PCW can provide an indication of how long the switch might take without providing any commitment to a specific SSD.*

- *Your new Supplier will contact you to confirm your switch date, this is normally no later than five working days from the point at which your new Supplier is confident that they have all the information they require to progress your switch.*

- Unpaid debt

- *The PCW/Supplier could provide a warning that the current Supplier might delay or block the switch if there's a debt owing.*

- *Please be aware that your switch might be delayed or cancelled if you owe money to your existing Supplier.*

- Requirement for a final/opening meter reading

- *The new Supplier is responsible for obtaining an opening meter reading from the consumer (or possibly direct from the meter where there is a smart meter).*

- *A meter reading will be required on, or close to, the day you supply switches. Your new Supplier will be in contact with you with regards to the provision of this meter reading(s).*

- You changed Supplier very recently

- *You cannot switch Supplier within five working days of a previous switch, known as the 'standstill' period.*

- *If you have changed Supplier recently, you will not be able to change Supplier again for a period of at least five working days since the date of your previous switch.*

Unhappy path consumer messaging

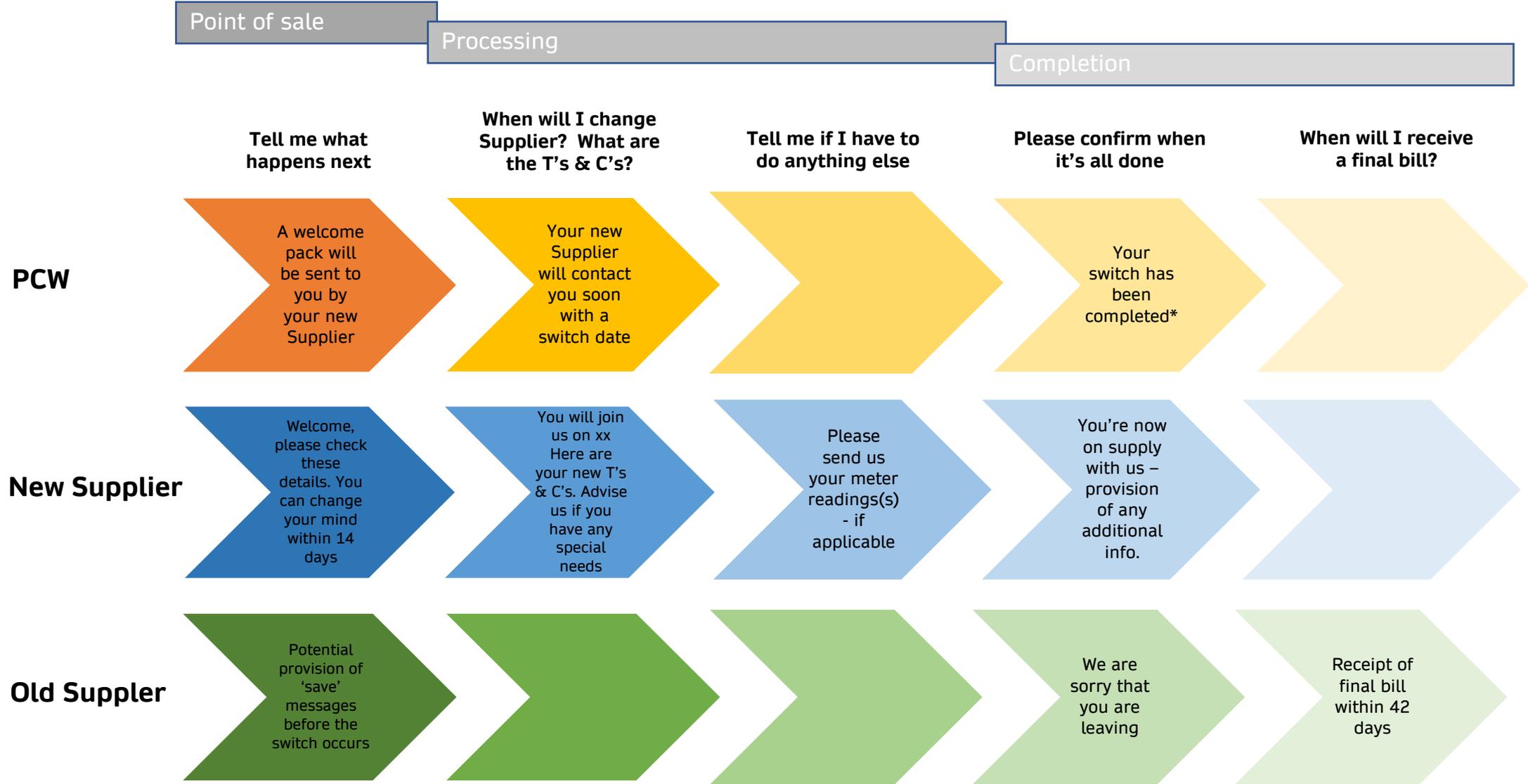
- The Consumer Journey Forum activity during 2020, considered numerous unhappy pathways.

- CJ2 { ❖ **Traditional Prepayment Meter** - Dual fuel prepayment consumer, Separate registration allowed, 5 working day switch - dual fuel, existing debt on the account (Not enough debt to trigger objection), Switch direct to supplier (no PCW), Gas & Electricity dumb metered, No related RMPs in registration, Vulnerable consumer, Not digital-enabled - no PC and mobile - landline only. Journey could include an estimated read and a disputed read.
- CJ3 { ❖ **Debt Hopping** - Consumer as for CJ1 with the following exceptions: Repeated switches after 10 working days with £30 debt. Switch direct to supplier (no PCW). Dumb non-pre-payment metering.
- CJ4 { ❖ **Cooling-Off Executed Switch** - Consumer as in CJ1 with the following exceptions: Consumer chooses to cool-off after 9 working days for gas but not electricity. The Consumer doesn't act after cooling off.
- CJ5 { ❖ **Prepayment Meter Objection** - Consumer as in CJ2, but with £900 existing debt with supplier.
- CJ6 { ❖ **Switch in Standstill** - two variants of this journey. Consumer as in CJ1.
- CJ7 { ❖ **Multiple Switches in zero Standstill** - Consumer as in CJ1. Consumer switches multiple times (every 2 days) with the standstill period set at zero days.

- ❖ **CJF1 - Happy Path** - A dual fuel digital-enabled (supplier and PCW has email address and mobile), non-vulnerable credit Consumer. OFAF, 5 working day switch. Consumer switching through a PCW website, both gas and electricity are smart metered, no debt with losing supplier. No related RMPs in OFAF registration.

4. Consideration of the journey from a consumer perspective

Consumer perspective – expectations & communication

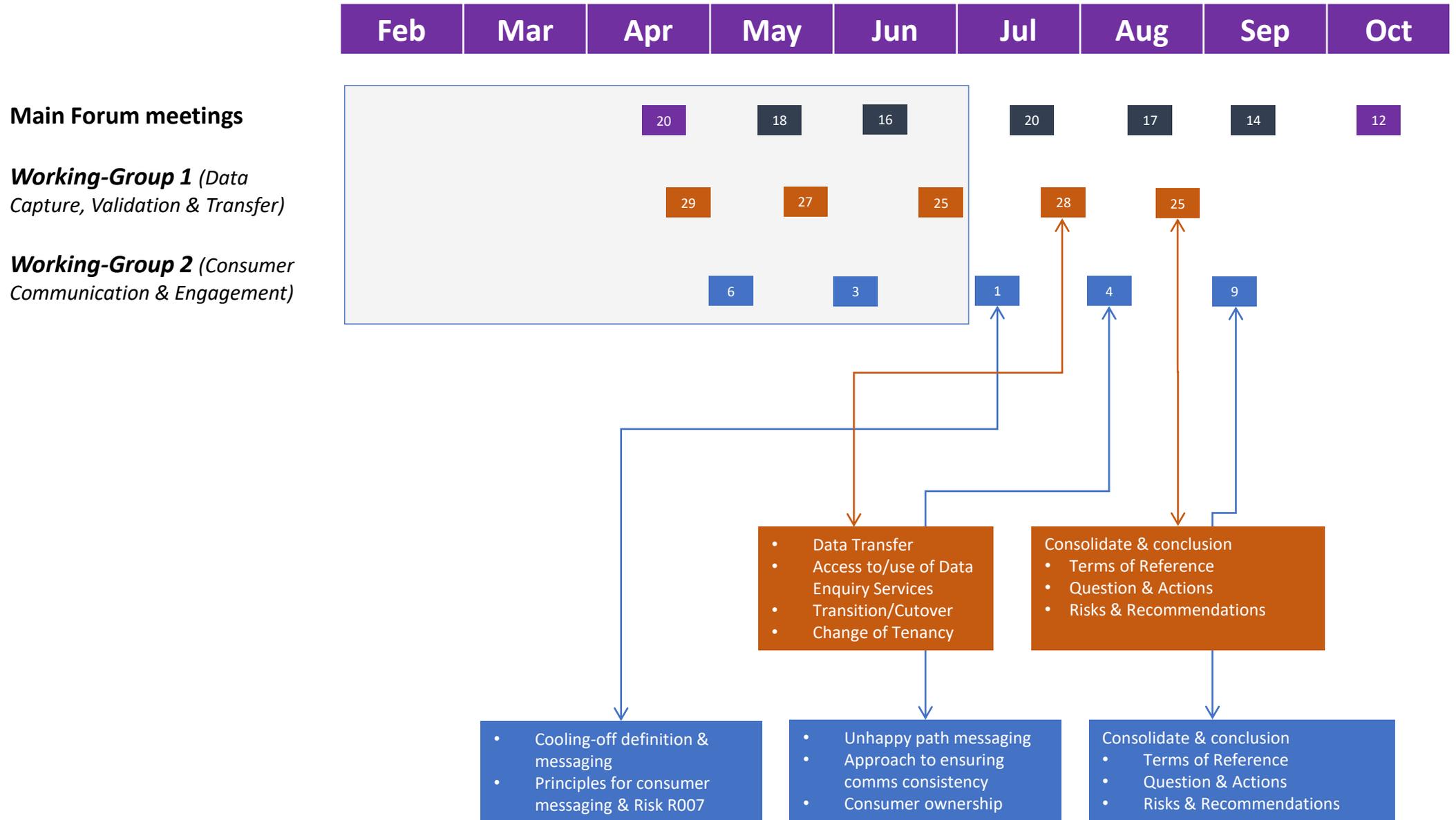


* PCW process dependant

5. Work Plan & Future meeting dates

Date	Time	Meeting
<i>Wednesday 4 August</i>	<i>2pm</i>	<i>Consumer Communication & Engagement Working Group – meeting 4</i>
<i>Tuesday 30 August</i>	<i>2pm</i>	<i>Consumer Communication & Engagement Working Group – meeting 5</i>

Proposed approach for future Working Group meetings



6. Actions Log

Consumer Communication & Engagement Working Group (1)

Actions Log

Version Date: 28 June 2021

Ref	Date raised	Action	Update	Owner	Status
C1-001	6-May-21	Consumer requested switch dates. All Forum members to consider: Should the consumer be offered a choice of switch date at the point of sale? Or, should the process remain consistent with today i.e. no choice at point of sale, with an additional capability for consumer requests to be captured and passed on?	Awaiting responses from Forum members. 14/6 – this topic has been closed, refer to ‘Forum Inbox – topics concluded update slides’	Forum members	Complete
C1-002	6-May-21	Consumer messaging – Prepayment meters. The Chair to ensure that Prepayment messaging is considered further at a future Working Group meeting.	To be scheduled for discussion at a future Working Group meeting. 14/6 – this topic has been discussed and closed, refer to ‘Forum Inbox – topics concluded update slides’	Chair	Complete
C1-003	6-May-21	Switch Speed Supply Licence obligations. The Chair to circulate the current and future proposed Supply Licence Condition text for information.	Information issued to Forum members by email on 14 May.	Chair	Complete
C1-004	6-May-21	Working Group diary planning. The Chair to issue calendar invites to the Forum contact list for future Consumer Communication & Engagement Working Group meetings.	Calendar invites for future DCVT Working Group meetings have been issued.	Chair	Complete
C1-005	3-Jun-21	Standstill Period. View captured that this could be an interim requirement and a view noted that it is possibly easiest for a Supplier to validate and ensure alignment with Supply Start Date.	Topic to be discussed at the next Data Capture, Validation & Transfer Working meeting on 25 June. 25/6 – topic discussed and concluded at 25 June Working Group meeting.	Chair	Complete
C1-006	3-Jun-21	Unhappy path. A view was expressed that more focus is required on messaging around the ‘unhappy path’ and impacts to consumers.	To be scheduled for discussion at a future Working Group meeting.	Chair	Ongoing
C1-007	3-Jun-21	Cooling-off definition & messaging. There are differing views on when the cooling-off period commences and there is inconsistent messaging within existing communications.	To be scheduled for further discussion at the next Working Group meeting. 25/6 – topic being discussed at 1 July Working Group meeting.	Chair	Complete
C1-008	3-Jun-21	Principles for Consumer messaging. The Chair to prepare a document detailing draft standards and principles for consistent, initial consumer messaging.	To be circulated and discussed at a future Working Group meeting. 25/6 – being discussed at the 1 July Working Group meeting.	Chair	Complete

7. Risk Register

PCW/Supplier Forum Risk Register (Page 1)

Version Date: 29 June 2021

ID	RISK	DESCRIPTION & IMPACT	NEXT STEPS
R001	Testing arrangements	Currently, switching programme end-to-end testing arrangements exclude any PCW involvement, so is therefore missing the initial data capture process. This omission could expose end-to end process shortcomings at go-live.	Consideration needs to be given to if and how PCWs and Suppliers can/should, as required and appropriate, test relevant parts of the end-to-end switching process, outside of formal programme testing arrangements. 14/6 – this risk is to be considered at the Main Forum meeting 3 on 16 June
R002	Incomplete validation against established industry data sources (DES and ECOES).	For a variety of reasons, the consistent access to and utilisation of industry data, by PCWs, is not universal. There are also challenges associated with obtaining or deriving consumption data. The advent of the Retail Energy Location (REL) and the programme requirement/expectation that this will be utilised when initialising new switch requests, will make future access to DES and ECOES by all parties essential.	There is a requirement to establish, understand and address the obstacles that are currently preventing universal access to industry data sources and how these obstacles can be removed ahead of go-live.
R003	Inconsistency in Supplier data capture requirements (by PCWs)	Suppliers have diverse product offerings, different approaches to capturing information such as vulnerable customer/priority register information and differing risk appetites to process elements such as credit vetting. Lack of a consistent or standardised data capture approach introduces complexity and cost.	Whilst recognising the requirement for differentiation, consider the development of a minimum data set, information that is required to enable a faster switch (both 5 working day and next day switch). 14/6 – this is currently being progressed by the Data Capture, Validation & Transfer Working Group
R004	Differing data communication arrangements, between PCWs and Suppliers	The existing arrangements facilitate a diverse range of data communication/provision solutions. Whilst current arrangements are predominantly based upon batch processing solutions, processes are starting to evolve (in a non-standard manner), with the introduction of differing API solutions.	Whilst respecting existing commercial arrangements between PCWs and Suppliers and being cognisant of strategic reform that might take occur under the auspices of the Energy White Paper, consider any changes that might be required to better facilitate the implementation of faster switching arrangements in Summer 2022 and consider what an ideal, future target operating model will need to look like to enable next day switching as standard.

PCW/Supplier Forum Risks Register (Page 2)

Version Date: 29 June 2021

ID	RISK	DESCRIPTION & IMPACT	NEXT STEPS
R005	Switch status updates and feedback mechanisms between PCWs and Suppliers	There is a lack of consistent, robust feedback mechanisms that prevent the efficient and timely flow of information between PCWs and Suppliers during the switch process. All parties in the change of supply chain are therefore not always aware of the switch status, particularly problematic where there are process delays and a lack of certainty over which party the consumer might make contact with to investigate/complain.	Consider what improvements could be made to the existing arrangements to mitigate any process issues or consumer detriment.
R006	Industry metering data triggers unnecessary rejections or tariff errors	Many Suppliers treat legacy two-rate rate meters as single rate for billing. Problems can occur where this is not transparent to PCWs.	Further consideration required to establish the extent of this risk and what actions could be undertaken to mitigate.
R007	Potential for customer confusion as the timeframe for switch completion dramatically reduces	The overlap of standstill, cool-off and speed of switch has the potential to confuse customers, particularly if multiple communications are being received from multiple sources (PCW, Old Supplier, New Supplier) within a short period of time. Additional confusion as to who 'owns' the customer at which point of the process, particularly an issue where there is a rejection or blockage in the switch process.	To be considered and addressed by the Customer Communication & Engagement Working Group.
R008	Absolute clarity required of 'relevant date' (when the switch clocks starts ticking) RISK CLOSED	All switch processes, requirements and obligations will rest on the clear definition of 'relevant date'. This is particularly important when trying to manage customer communications and expectations, measuring overall switch timeframes & performance and enabling compliance with legislation and guaranteed standards.	Ofgem are currently in the process of providing clarity within revised licence drafting. 14/6 – Ofgem published updated proposed drafting for the gas and electricity supply licences in May 2021, which includes an updated definition of 'Relevant Date' – see clause 14A.20. In practice, the switch 'clock' will start at the point when the Supplier determines that sufficient information to conduct the switch has been provided.'

PCW/Supplier Forum Risks Register (Page 3)

Version Date: 29 June 2021

ID	RISK	DESCRIPTION & IMPACT	NEXT STEPS
R009	Change of Tenancy events and Auto-Switching arrangements.	Change of Tenancy (CoT) events can cause particular problems with auto-switching, including the creation of erroneous transfers and customer inconvenience/detriment.	Further Forum discussion required to consider what improvements could be made to mitigate customer detriment. <i>14/6 – the topic of Auto-Switching is due to be discussed at the Main Forum meeting 3 on 16 June</i>
R010	Data Enquiry Services – future resilience and availability improvements.	It will be critical for Data Enquiry Services to have high levels of resilience and availability as the industry moves to faster switching timeframes.	Requirement to engage with Data Enquiry Service providers to discuss and consider any actions necessary.
R011	Retail Energy Location – limited PCW engagement/education of REL requirements and impacts RISK CLOSED	To date PCWs have had minimal information provided to them about the introduction of the Retail Energy Location and there is currently nothing in place to enable formal engagement with DCC/Ofgem on this topic.	The Chair has taken an action to speak with DCC/Ofgem and seek the provision of REL information session for PCWs. <i>14/6 – the DCC held a REL information session for PCWs on 14 June. Future sessions will be established by DCC to follow-up on discussion and actions agreed.</i>
R012	Collective Switching providers – lack of awareness of switching programme RISK CLOSED	There is a risk that parties who are responsible for progressing collective switch arrangements are unaware of the switching programme and therefore unaware of any potential implications, specifically in relation to transition/cutover from the existing to the new arrangements.	<i>14/6 - the Chair has written to the switching programme/Ofgem advising of the position that has been endorsed by the Forum on this topic/risk. 'As the topic of Collective Switching is out of scope of the Forum's Terms of Reference, that it is added to the Risk Register and immediately flagged to the switching programme/Ofgem for their awareness and consideration of any required interaction with, or communication to, Collective Switch providers.'</i>

PCW/Supplier Forum Risks Register (Page 4)

Version Date: 29 June 2021

ID	RISK	DESCRIPTION & IMPACT	NEXT STEPS
R013	Retail Energy Location. PCWs and Suppliers have ongoing concerns about how to access and use the REL and the associated changes required to existing processes ahead of go-live.	PCWs have noted disappointment that they were not involved or considered in the design and that the change impacts are much higher than anticipated. Supplier have also raised concerns about orchestration and whether the licencing arrangements are fit for purpose. General view that there are currently more 'unknowns than knowns' which prevents parties from having a coherent view of how this will work in practice and what changes will be required.	22/6 - DCC are currently progressing a series of action from the recent Supplier and PCW REL engagement sessions on 14 June. The Chair continues to have ongoing engagement with the DCC and Ofgem on this risk.
R014	Data Enquiry Services. Not all PCWs currently have access to the Gas & Electricity Data Enquiry Services.	It will be essential for all PCWs to have access to and utilise Gas & Electricity Enquiry Services at the point of go-live.	Engagement required with PCWs, Enquiry Service Providers and Ofgem to fully understand the current blockers and discuss how best to mitigate.

8. AOB

Appendices

Terms of Reference (para 4.4)

- *4.4 To consider matters associated with Consumer Communication & Engagement, including:*
 - *4.4.1 Consideration of a typical consumer journey, consumer perceptions & expectations and the impacts associated with transition to a five working day and a next day switch;*
 - *4.4.2 Minimum messaging requirements and clarity over responsibilities in all predictable consumer journeys. To include consistency of communication on rights and obligations and what the consumer can expect to happen next and when;*
 - *4.3.3 Approach to ensuring the delivery of consistent, timely consumer communications, a positive experience and the avoidance of consumer detriment, with consideration from a consumer perspective;*
 - *4.3.4 The treatment of consumer-requested Supply Start Dates and any other tailored switching requests.*

Questions for Working Group consideration



Consumer Communication & Engagement

- How will PCWs make standstill periods, cool off periods and changes clear to consumers?
- How will a PCW know if there is a standstill period? What action would this trigger?
- How do PCWs communicate offers and the objection process to consumers?
- How will PCWs provide information to consumers about timelines for next steps in the switching process?
- How will future dated switches agreed with consumers be treated by PCWs and Suppliers?
- What are the implications of automated switching services?
- Who will own the relationship with the customer along the process, particularly when there are problems with the switch request, or the switch fails?
- What are the implications of OFAF (One Fail All Fail) switch requests?
- How will PCWs be aware of differing Supplier offerings at point of implementation, in terms of differing switch lengths?
- How do we ensure that customers are fully informed of process and timing expectations, but not over-promised or mis-informed?
- How do we generally ensure consistent, accurate messaging to consumers?

PCW/Supplier Forum Work Plan v1.0

