

Meeting notes & actions

Cooling-off definition & messaging

Definition was accepted that cool-off runs for 14 days from the day after the contract starts, i.e. contract start is day zero, the next day is day one of the cooling off period.

The next question to be considered is when the contract starts. The consensus was that it when the Terms & Conditions are sent by the new Supplier, but acknowledged that the customer perception may differ if it is not made clear or if there is a delay in the customer receiving the documentation.

The examples of current cool-off messages used by PCWs were reviewed. The suggested views on their validity were general supported. It was noted that the language will need to be reviewed by all parties to ensure alignment with the aforementioned agreed definition, and as it will no longer be possible to 'cancel' the switch, since it will already have taken place.

It was agreed that the appropriateness of messaging may need to reflect the speed of processing (e.g. as the industry moves to API for data exchanges).

The examples of current cool-off messages used by Suppliers were reviewed. It was noted that to remove all ambiguity over the end date of the cool-off period, messages could state the date instead of the period. It was further noted that cancellation and cool-off may be overlapping terms today but will have different meanings under faster switching, requiring different messaging.

It was acknowledged that many consumers might assume that contract start is when they click 'confirm' on the PCW site.

Action: *All parties to review their consumer messaging on cool-off for current and future arrangements, to ensure accuracy against the Statutory Instrument.*

Consumer Messaging principles.

The group considered a number of consumer engagement areas where it might be helpful to ensure a degree of accuracy and consistency in the messaging to consumers.

- 1. What will happen next & who will make contact.** There was agreement that it will be the new Supplier that will be in contact with the consumer next and that this will

include confirmation of the switch / welcome pack along with full Terms & Conditions.

- 2. Opportunity to cool-off.** Terminology – there was agreement that cool-off is not universally understood and that the Forum offers an opportunity to standardize some plain English, simple terminology. For example: *'You have the right to change your mind'* is an example of how to be more straightforward and open with customers.

Responsibility for cool-off messaging is shared between PCW (principles and reassurance) and Supplier (specifics on start, end and process). It is important to be accurate (or to under-promise) as the biggest driver of customer contact is when expectations are not met. PCWs will need experience of faster switching before advising customers of unproven timescales.

The messages on cool-off and speed of switch are potentially complicated by the connection to 'Consent to bill in cool-off', which could extend the switch period (Supply Start Date), if consent is not given by the consumer.

It was agreed that any guidance agreed on messages should be very simple, and leave parties scope to adjust content to reflect agreements and their own capabilities. One suggestion was that PCWs could promise that Suppliers will inform customers of the switch date 'today or tomorrow' (for example), if both parties were confident that their bi-lateral processes could efficiently deliver against this.

- 3. How long the switch will take.** The Forum has previously agreed that the new Supplier will be responsible for advising the consumer of the Supply Start Date. Further consideration to be given to how this can be best communicated to the consumer, alongside setting the expectation of a 'fast' switch, but without over-promising anything.

It was suggested that all agreed positions should be tested with Ofgem to reduce the risk of future rework (example mentioned – recent Ofgem views expressed on Supplier take-up on OFAF being less than expected). These will include choice of switch date, 'within 5 days' messaging, the need for explicit consent for billing, core messages and scope for differentiation.

- 4. Unpaid debt.** This was generally accepted as a valid item of information for customers to be made aware of, to reduce failed switches due to objection for debt.
- 5. Requirement for a final/opening meter reading.** It is not essential for PCWs to tell customers that they will be asked for a read by the new Supplier. However, there is no consumer impact if this messaging is included, other than the potential for

duplication of messaging and a small risk of potential consumer confusion. In the future APIs might allow instant validation of switch date and smart meter data.

Action: *The Chair to review the draft ‘Consumer Messaging Principles’ developed so far and set out a simplified version for Forum review.*

Action: *The Chair to arrange for the eventual Forum drafting of the ‘Consumer Messaging Principles’ to be shared with Ofgem for their consideration and comment against any expectations. Approach to be discussed with Norma Wood.*

Unhappy path consumer messaging

Slide 13 of the slide pack provides an introduction to an agenda item for the next meeting of this working group on 4 August. The slide provides an overview of the ‘unhappy’ pathways originally reviewed by the Consumer Journey Forum in 2020.

Action: *Forum members to review and consider any ‘unhappy’ pathway consumer messaging’ observations, that require specific consideration at the next Working Group meeting.*

Consideration of the journey from a consumer perspective

The group did not have the opportunity to review the revised slide (slide 13) at the meeting.

Action: *Forum members to review and provide any comments on content.*

Access to Data Enquiry Services

Concerns relating to PCW access to GES & EES was raised again. Noted that this is already being looked into and has been captured on the Risk Register

Next Working Group meeting date

Wednesday 4 August at 2pm.