Customer Protection Code of Practice – A Call for Inputs

2.1 Current Requirements (pg. 6-7)

1) What views do you have on the adequacy of the current requirements as they stand. Do you think they could or should be strengthened, and if so do you have views on how they might be amended and any costs that may be incurred by doing so?

We welcome the review of the CPCoP as we believe there are some areas which would benefit from review and amendment. We agree that the purpose of the CPCoP is to set out the minimum standards that all Retailers must comply with in their dealings with Non-household (NHH) Customers and that the CPCoP document should make that clear up front. The minimum standards therefore need to be unambiguous, so that all NHH Customers benefit from at least the same basic level of protection. Thereafter, if Retailers choose to deliver services which go over and above that minimum standard, it will be transparent to Customers that this is the case and Retailers should be free (and indeed encouraged) to do so. These are competitive offerings which differentiate Retailers, offer Customer choice and stimulate the competitive market, facilitating greater Customer engagement.

Currently, the wording of some sections of the CPCoP means that Retailers interpret in different ways, some going by the letter and others going by what they consider to be the 'spirit' of what was intended. This means Customers in the same scenario are being treated differently and may not receive the minimum level of protection as intended. The main area of concern is Billing.

The wording of the current section 9.3 on Retrospective Amendments does not provide a fair balance between Customer and Retailer protections, leaving avenues for Customers to unfairly avoid charges from Retailers. We believe that Section 9.3 is designed to safeguard the majority of Customers who engage with their Retailer and inform their Retailer when they move in and move out of premises. However, this section also inadvertently protects Customers who engage in fraudulent activities by consuming water without notifying the Retailer of their occupancy. We consider this to be inconsistent with Ofwat's position, as set out on the Ofwat website that "*Every customer who receives a water or sewerage service must pay charges. No one is exempt*."

We agree that it is reasonable to expect all NHH Customers to pay for the water and sewerage services they use. When Customers consume water or use sewerage services without informing us that they have moved into a premises, it amounts to theft of water supply. However, despite this behaviour, section 9.3 still applies, potentially incentivizing unscrupulous Customers. We do not believe this is the intent of section 9.3, however, the wording does not allow for any exemptions. Our Customer Terms and Conditions include that Customers must

inform us when they move into a premises and when they move out of a premises. We also undertake occupancy checks using 3rd parties and send out meter readers to obtain meter readings (including during periods of vacancy), to check changes in occupancy. However, it is not uncommon to discover changes in occupancy which go back much further than 16 months (and 24 months).

Therefore, we believe that there should be a clear and transparent exception within section 9.3 allowing Retailers to issue bills and invoices to Customers as far back as the Statute of Limitations permits when a Customer has failed to inform us of occupancy changes (in line with our Terms and Conditions). At the moment, such Customers are receiving free water and/or sewerage services and there is little Retailers can do. Making this amendment will strengthen the protection for the vast majority of Customers by mitigating water theft by the few. It will also ensure clarity and consistent treatment of Customers across Retailers as well as rectifying the current financial losses experienced by Retailers in this circumstance.

There are also examples where Customers obstruct access to the meter, so that it's not possible to gain meter reads, or refuse to divulge their identity making it difficult or impossible to issue a correct bill to the correct entity based on a read. This can make it impossible for Retailers to comply with section 9.2.1 (which requires Retailers to issue at least one accurate bill each year, using a meter read where the supply is metered).

We also propose clear and transparent exceptions within 9.2.1 permitting Retailers to issue bills or invoices based on estimates, when meters cannot be read through no fault of the Retailer. There is benefit in retaining section 9.2.3 but it should be updated to remove "Until 30 September 2021" which has passed, remove 9.2.3 (b) which was relevant to Covid-19 but which is no longer relevant and include other reasons why meters cannot be read through no fault of Retailers. Section 9.2.3 should specify these and include when:

- the Customer has refused access to the Retailer (or its agent) to attain a meter read and failed to provide a read themselves;
- the Wholesaler has failed to provide a working and accessible meter;
- the Wholesaler owned meter asset data including meter location is insufficient to locate the meter;
- the Wholesaler owned premise data, including address, is insufficient to find the premises;
- the meter is in a location where it poses a H&S risk and cannot be read (for example in a road);
- the premises is vacant and the meter is inaccessible (internal always and external when cannot be accessed);
- the premises is vacant in CMOS without adequate address and location data;
- the meter has not been read since market opening (and the Retailer has complied with section 9.2.3)
- it is a Trade Effluent meter which relies on the Customer to supply the meter and provide reads.

Section 9.2.1 should also include an exemption to clarify that when the premises is vacant and no charges are due for the year, then there is no requirement on the Retailer to issue a zero bill to an empty premises. This is costly to Retailers and has no benefit.

We believe these amendments to be entirely reasonable and in the energy sector, there are such exceptions. We refer to the Standard Licence conditions for both Gas and Electric suppliers as provided by OFGEM. Conditions 21BA outline backbilling rules stating the

prohibition and also exceptions to the prohibition when the Retailer has been prevented by "obstructive or manifestly unreasonable behaviour of the Customer".

Section 9.2.4 should be retained. The recent code change CPW130 will enable Retailers to report reasons to CMOS why a Transfer read has not been attempted and 12 reason codes have been added to the process.

Section 9.3.1 makes no distinction between a 'catch-up bill' and a 'new bill'. A 'catch-up bill' is issued to correct a previous bill which could occur for many reasons, including because initial incorrect data has been corrected or an estimate has been updated with an actual meter read. 'Catch-up bills' are important to Customers because they correct errors and inaccuracies and enable correct bills to be paid. At market opening market data was poor and it is still a frequent occurrence for market data to be corrected, often by the Wholesaler. However, the wording of section 9.3.1 prevents 'catch-up bills' been issued for services provided prior to the RF (Final Settlement) Report. This means Retailers have to write off revenue, which would have been collectible, had it not been for poor data (in many cases provided by the Wholesaler).

As the market embarks on a Data Cleanse Programme, starting with Wholesaler owned data, we expect there to be many data corrections made over the coming months, which is welcome and should be encouraged, however, Retailers are expected to be financially penalised as a result because of the wording of section 9.3.1. We would like to see 9.3.1 amended to create more flexibility for retrospective adjustments where changes are outside a Retailer's control. It should make clear that Retailers are able to correct previously issued bills without restriction, and that 9.3.1 only applies when no bill at all has previously been issued. We consider this entirely reasonable and maintains protection for Customers from receiving bills for historic periods of which they were previously unaware.

The wording of section 9.3.1 also requires amending so that there is greater clarity on the practical timing of issuing bills and invoices. To illustrate, it is common for data corrections to be made by Wholesalers at the last possible moment prior to Final Settlements and Unplanned Settlements. This can mean that the Wholesaler undertakes its work within the timescales but when this then gets passed to the Retailer, there is insufficient time to issue the bill or invoice to the Customer before the Final Settlement Report or Unplanned Settlement Report has been provided. Following section 9.3.1 to the letter means that the Retailer cannot issue bills or invoices after that point. This means that Retailers are being unfairly financially disadvantaged by the actions of Wholesalers. We think that the wording should be made clear that in this circumstance, Retailers can still issue bills and invoices after the Final Settlement Report or Unplanned Settlement Report in order to complete the process. Alternatively, this could be achieved by including an additional window of time (for example 1 month) post Final Settlement and Unplanned Settlement to bill charges that have been applied within that settlement run.

Multiple Unplanned Settlement Runs for multiple months can be required in order to correct the impact of incorrect data items in the market. There are occasions when the Wholesaler agrees that an Unplanned Settlement Run will occur, but wants to hold off until the last possible moment within the allowable time window, so that as many changes as possible can be included to get the most benefit from paying for the additional Settlement Run. This means that data corrections can take many (sometimes more than 10) Unplanned Settlement Runs completed at different times to rectify the issue. The difficulty is that the Retailer wants to issue one single bill to the Customer which addresses the issue in one go. This creates a timing mismatch between settlement and Customer billing, with the risk sitting with the Retailer. This

could be addressed by amending 9.3.1 iii to remove “following the issuing of the Final Settlement Report” and make it clear that Retailers can bill or invoice within the 8 Month period when there is agreement from the Wholesaler to re-run but without waiting for the Final Settlement Report. This would be a much better outcome for Customers who don’t want to be billed in bits and pieces.

Currently section 9.3.1 is insufficient to deal with what should happen in the circumstance where a premises was incorrectly put into the market by a Wholesaler (usually because it’s subsequently been found to be a household) and it is now being deregistered back to market opening because it never should have been included in the market. Section 9.3.1 suggests that Retailers should refund the Customer right back to market opening. However, the settlement processes only process refunds from Wholesalers to Retailers up to 16 months normally, and only up to 44 months through Post Settlement re-runs (and only then if subject to materiality). This means that there is now no market mechanism to process a refund from a Wholesaler to a Retailer covering the earliest months of market opening.

One solution could be for Wholesalers to refund Retailers outside of the market processes, although not all Wholesalers support this. Without a mechanism, Retailers can only issue a Customer refund as far back as the Wholesaler will issue a refund through the settlement process, which is normally 16 months (or up to 44 months in some cases). 9.3.1 should make it clear that refunds to Customers will only be issued by Retailers when refunds from Wholesalers have been received, so that Retailers are not left exposed. We understand that the RWG Settlement Group is currently considering this issue, and the CPCoP may need to consider the outputs from this group.

2.2 General Principles of the CPCoP (pg. 7-8)

2) Do you think the General Principles of the CPCoP should be modified to ensure a stronger focus on the interests of customers, and if so how?

We propose the following modifications to the General Principles:

A principle which makes it clear that there needs to be alignment between Wholesalers and Retailers and Customers in relation to payments and refunds. Currently there are a number of misalignments, which leave Retailers unfairly exposed. This transparency will help Customers understand that if a Retailer hasn’t paid Wholesale Charges or has received a refund, then the Customer will not be expected to make a payment. Conversely, if a Retailer has paid Wholesale Charges then the Customer should be expected also to make payment to the Retailer. Applying this principle would remove the current ambiguity which causes confusion for Customers and complaints and disputes.

A principle which makes it clear that the CPCoP sets out minimum standards for Customers and that Retailers are free and indeed encouraged to offer standards and services over and above which are competitive offerings and differentiate them as competitors. In other words, Customer protection through greater competition should be promoted.

2.3 Should different sized customers receive more explicit or targeted levels of protection in the CPCOP? (pg. 8-9)

3) What views do you have on the CPCoP offering differing levels of protection to customers as described above?

We do not support increased levels of protection for Group 1 Customers, because greater regulation will reduce the incentives these Customers have to search and switch and is likely to reduce engagement rather than stimulate greater engagement. There should be no increases in costs to Retailers.

Whilst there may be logic in relaxing protections for Customer Groups 2 and 3, we think this may be difficult to administer in practice.

The definition of Micro Business as employing <10 FTEs is a challenging one as we don't have this data point. It would be more helpful if it was a volumetric threshold, as this is easily identifiable and quantifiable through market consumption data.

4) What views do you have on extending additional protections to particular vulnerable customers, and what extra protections do you think it would be appropriate to consider adding to the CPCoP for these customers?

We do not support identifying certain Customers as being 'vulnerable' in the business retail market. The obligation to protect vulnerable household Customers is fundamentally different from the nature of business Customers who are primarily commercial entities with business acumen who have to accept a degree of business risk. We consider it inappropriate to apply factors such as impact on health and wellbeing to a business. We understand that this position is aligned with the energy sector where there are protection tiers and vulnerable Customers are a subset of the domestic market not the business market. The Scottish market does not separately identify vulnerable Customers in this way.

5) What views do you have on whether the CPCoP should include protections for customers with critical infrastructure?

We do not support the CPCoP including additional protections for Customers with critical infrastructure because these Customers are already identified in the market which acts to inform Wholesalers of their presence during an event. The market codes already require Retailers to ensure sensitive flags are accurate and up to date.

The only thing we have identified which could be useful to Customers, is to provide a definitive list of sensitive Customer classifications because places of worship, for example as quoted by Ofwat in the CFI, do not currently qualify.

We also highlight that Customers occupying premises such as homes for the elderly, care homes, hospitals, prisons, those who have supplies shared with Households etc are already safeguarded against supply disconnection in the case of non-payment of charges.

6) What views do you have on how the CPCoP could be strengthened to deal with emergency events?

We do not support further strengthening of the CPCoP to deal with emergency events because the lead on managing emergency events is taken by the Wholesalers who are not subject to the CPCoP. Furthermore, Retailers have no control or powers to force Wholesalers to act/not act or do things in a certain way for certain Customers. The market codes already obligate Retailers to facilitate and communicate with wholesalers and Customers during unplanned interruptions. We consider it more effective to use the existing RWG Good Practice Guide,

which could be strengthened into a separate Code of Practice applicable to both Wholesalers and Retailers.

2.4 Improving the customer experience (pg.10-11)

7) Do you have any thoughts on how the CPCoP could be strengthened to improve customer experience?

The Risks and Issues Tracker created by the Performance Advisory Group (PAG) as part of the MPF Reform work includes a risk that 'Retailers are not providing clear and accessible information on their relative customer satisfaction performance'. We don't think the MPF is the appropriate place to address this, which seems more suited to the CPCoP. Our view is that all Retailers should be required to use Trust Pilot which clearly provides Customers with clear and accessible information on relative customer satisfaction performance. Many Retailers already do this so additional costs are minimal.

Similarly, the MPF Reform work includes an activity that 'Retailers resolve complaints in a timely and efficient way'. We don't think the MPF is the appropriate place to address this, which seems more suited to the CPCoP. Therefore, the CPCoP could include this requirement. We have some concerns that there may not be consistency across all Retailers in terms of how they report Customer complaints received, which may not be creating a level playing field for Customers. The CPCoP could usefully include how complaints are expected to be reported.

Regarding the review of the Service Level Agreement (SLA) on the number of days to return credit balances, it is important to understand that this SLA is dependent on the Customer making contact with us to request a refund of their credit balance and confirm their bank details. Without Customer confirmation, we are unable to automatically issue a refund which would risk issuing a refund to an incorrect or defunct bank account. Once the Customer makes contact, meeting the SLA is a reasonable time period for processing the refund.

8) Do you think the CPCoP could be strengthened to improve how Retailers provide customers with information relating to the end of their contract and terms of supply?

In terms of negotiated contracts, the current 30 calendar days notification is a sufficient minimum requirement, although we do so earlier than that so that Customers have more time to consider what they want to do. We consider anything that Retailers offer which is over and above the current CPCoP requirements are a service differential which are important to set Retailers apart from each other and use as a competitive offering. Customers on negotiated contracts have already demonstrated their market awareness, engagement and commitment so changes to the CPCoP on this point is unlikely to impact market engagement further.

Regarding the Transfer read process, Outgoing Retailers face challenges when relying on Incoming Retailers for Transfer reads. If reads are not provided, this leads to estimation with inaccurate reads, putting at risk the Outgoing Retailer's ability to meet section 9.2.5 of the CPCoP which requires final bills to be issued within 6 weeks. This needs to be supported by a robust disputes process that allows Retailers to agree/disagree with the read and allowing the 6 weeks to be deferred until the Transfer read has been agreed and accepted (with SLAs). This is currently being worked through as a change by the Metering Committee. One option is if the Incoming Retailer fails to provide a read, the Outgoing Retailer's estimate becomes the live market data. This data should only be changed with mutual agreement by both the Incoming and Outgoing Retailer. Addressing this will ensure fair outcomes for Customers and

maintain continuity in billed volumes. The CPCoP should be reviewed in the light of the outcomes of this work.

9) Are there any service areas that are missing from the current CPCoP that we could consider for inclusion when updating it?

Retailers should not be held accountable for the behaviours of TPIs. Ideally, the market would benefit from tighter controls over the behaviours of Third-Party Intermediaries (TPIs) and we would support a TPI Code of Practice. Retailers should have the choice whether to work with a particular TPI or not. We do not have the bandwidth to work with them all, as there are hundreds, and some of the TPIs do not meet our service standards and therefore we chose not to work with them. Retailers should not be forced into working with all TPIs who can provide a Letter of Authority, and that where necessary, Retailers should not be forced into providing information to TPIs when it is already available to the Customer via their online account or on their invoice. This approach should not be considered anti-competitive or detrimental to the Customers' experience of the market. Rather, Retailers exercising such discretion protects Customers because engaging with unscrupulous TPIs could create customer harm.

There have been instances where TPIs deliberately mislead Customers, such as by using Retailer logos to falsely imply that they have obtained pricing from the market when, in reality, they have not obtained such information and had no right to use the logos. Furthermore, there are cases where fictitious claims are made at all levels of the organisation solely for financial gain, often operating under a no-win, no-fee arrangement. Managing this behaviour requires considerable effort by Retailers so if there were some form of TPI Code of Practice that might help. When these circumstances do arise, Retailers should be encouraged to notify Ofwat and it would be helpful if Ofwat could write to the TPI and make it clear that this type of behaviour will not be tolerated in the market.

We think there should be a requirement for all Retailers (via their respective websites) to give at least 28 days prior notice of changes to default tariffs for Customers on deemed contracts. This would promote transparency and Customer satisfaction and assist Retailers who need details of each other's default tariffs to put into billing systems to ensure correct billing on 1 April. Currently some Retailers do this, but many publish only a few days prior to 1 April each year.

From a Retailer perspective, Customers tend to remember the last thing you do for them so when they choose to switch away, it is in the Outgoing Retailers' best interest to ensure a smooth offboarding process. There is an aspect that causes Customer frustration, namely when Customers are prevented from switching due to an incorrect assessment of debt older than 90 days due to misunderstanding, misallocation, billing errors, or meter errors. This can take considerable time to resolve and is to the frustration of the Customer who has made the decision to switch. It seems reasonable to have a provision that allows Customers to switch away when there is reasonable evidence to demonstrate that the debt figures are incorrect.

10) Is there is scope to update or standardise the existing Letter of Authority arrangements?

Yes, further simplifying the Letter of Authority (LOA) would be beneficial as the current LOA is lengthy and contains a significant amount of wording. We would prefer a 1 page more streamlined, more user friendly version.

11) Should any changes to the CPCoP falling under questions 7 to 10 be differentiated by size or type of customer?

No, this adds additional complexity and unnecessary cost.

2.5 Improving customers' awareness of the market (pg.11-12)

12) Do you have any views or suggestions as to whether and how the CPCoP might be used to improve customer awareness and engagement in the market?

The overall purpose of the CPCoP is “to protect non-household customers," so it is important to maintain this focus. We believe that there is an important difference between awareness and switching and as long as Customers are aware of the market it’s their choice if they choose to switch. Promoting that the CPCoP is there to support and help Customers should help raise awareness.

Regarding the inclusion of information on bills, the foremost concern should be ensuring the Customer has all the relevant information to be able to pay their bill. This, in itself, is a form of Customer protection. There is limited space on bills and therefore mandating that switching information is also included on bills will be challenging and costly to achieve. In the energy market, there is no requirement to include switching information on every bill. Alternatives, such as using websites including the Open Water website, will be significantly more cost effective.

2.6 Customer credit balances (pg.12-13)

13) Do you have views on whether and how the implemented changes have impacted your business and delivered on the intended aims. To what extent do you consider that these changes have resulted in a noticeable difference in customer awareness in terms of credit balances or alternative payment options available?

With the implementation of quarterly letters to Customers, we can assume that Customers are now more aware of their credit balances, but we have not observed a significant impact in Customer awareness or the adoption of alternative payment options. We created a dedicated page on our website and we have had only 294 visits since it was set up on 1 April 2022.

We also highlight that these changes were difficult to implement requiring significant resource, system and process changes, additional postal costs, complex reporting to identify accounts, values and reasons for credit which were all time consuming, resource intensive and costly to implement.

The credit requirements have been particularly difficult to implement for unmeasured Customers, which we think should have been excluded from these provisions. This is because payment received on an unmeasured account would not usually be considered a ‘credit balance’ and unmeasured Customers would not expect to be told every 3 months that they have a credit balance. Furthermore, we would not issue a refund in this scenario.

We would like to see amendments to the existing provisions which would:

- Set a minimum value of credit per Customer based on segmentation (SME, I&C);
- Enable Customers to opt out of communications if they choose;
- Reduce the number of communications from quarterly to 6 monthly;

- Remove the reason for the credit on the letter.

We don't believe these would weaken the protections for Customers in any material way but would be more meaningful for Customers and more cost effective and manageable for Retailers.

14) Do you consider there are merits of introducing any of the options described above (further protections for smaller customers, ringfencing credit balancing, obliging Retailers to provide annual letter/notifications or obliging Retailers to refund customer credit balances on an annual basis) and why? Please provide your views of possible pros and cons on any options, including any possible implementation challenges, costs, or unintended consequences that Ofwat would need to consider.

Fundamentally, the process of issuing a refund to a Customer requires the Customer to acknowledge our communication and get in touch to confirm their bank details. Bank details need to be checked to ensure they are still valid and we have the correct account that the Customer would like the refund issued to. We would always require confirmation from the Customer before issuing a refund to avoid issuing a refund to an incorrect or defunct bank account or for an incorrect amount against estimated reads which could then put the Customer back into a debit position. These measures are important, and we undertake them to protect Customer money and prevent money laundering activity. Given these factors, we do not support any introduction of an obligated automatic annual refund process.

A challenge arises when prescribing a specific frequency to inform Customers. This approach does not consider individual billing or payment cycles, which can lead to Customer confusion. For instance, Customers who pay through monthly fixed direct debit may have a credit balance at the time when we are obliged to notify them, but they are not entitled to a refund as their billing cycle occurs every 6 months. The credit will be applied to their next scheduled bill. Therefore, we do not support additional annual letters or notifications which will impose yet further additional postage and paper costs on Retailers.

We do not support ring fencing of credit balances due to the anticipated cost which is likely to be disproportionate to any benefits. We note that Ofgem has rejected the ring fencing of credit balances for domestic energy suppliers.

15) Are there are any other options we could consider or anything we can learn from other sectors or markets on this issue? If so, please provide your views on possible pros and cons on any suggested alternative approaches, including implementation challenges, costs, or unintended consequences that Ofwat would need to consider.

Other sectors and markets that we are aware of do not seek to protect business Customers to the degree that occurs in the business water market in England. In reality, most domestic Customers are less protected than business Customers in the business water market in England. To illustrate, in addition to the CPCoP there is already the Retail Exit Code (REC) which provides price and non-price protections along with the Guaranteed Standards Scheme which requires payments to be made to business Customers in the event that minimum service standards are not met. Retailers are also required to participate in a Redress Scheme for business Customers and certain specified Customers cannot be disconnected. We note that Ofgem has considered regulation of Customer credit retained by energy suppliers but this has focused on domestic energy Customers not businesses. Business Customers require business acumen and have to accept a degree of business risk as a normal part of being in

business, mitigating as appropriate through insurance etc. The Scottish business water market doesn't have the same degree of Customer protection either.

2.7 Monitoring and Compliance (pg.14-15)

17) Do you agree that a similar process to the WRC/ MAC changes, should be introduced to replace the current CPCoP change process?

We think that any proposals for amendments to the CPCoP should have a clear problem statement and explanation of impact. They should then undergo the same scrutiny as other market changes and be assessed according to the same principles. It is extremely important that any changes, which are more than 'housekeeping', are fully considered, consulted upon and due consideration given to the impacts on Customers, Retailers and other relevant stakeholders, specifically in relation to proportionality. We would be concerned if proposals were simply rejected without valid and reasonable justification. 'Housekeeping' changes should be permitted to be made without going through the full process, although these changes should still be transparent and clearly communicated to all Retailers.

18) Do you consider that the current CPCoP has redundant or unnecessarily complex elements? If so, do you have any suggestions to reduce complexity or redundant elements of the CPCoP?

References to Covid-19 and measures put in place during and after the Pandemic to manage the Pandemic are no longer relevant to current market functionality and should be removed. Businesses have now returned to normal activity, so the application of interest and enforcement is no longer relevant.

References to relevant undertakers or statutory duties of relevant undertakers should be removed because there are no Retailers which have yet to go through the Retail Exit process and remain part of a relevant undertaker.

19) Do any definitions contained with thin the CPCoP need updating or amending?

Those definitions related to Covid-19, specifically, Covid-19 Affected Customers and Cover-19 Repayment Scheme.

Those definitions related to relevant undertakers or statutory duties of relevant undertakers, for example, Minimum Information Requirements, Retailer, Terms and Conditions of Supply etc.

2.8 Governance and housekeeping (pg.15)

20) Do you have any views on whether we could protect customers better by taking further steps to increase our assurance that Retailers are compliant with their obligations as set out in the CPCoP and if so what in your view is the most effective way to do this?

We do not support additional assurance because Customers who are dissatisfied with the service they receive have the option to exercise their freedom of choice and switch to another provider. This ability to "vote with their feet" is an essential aspect of a competitive market and empowers Customers to seek better service elsewhere.

Additional assurance processes will unnecessarily increase the regulatory burden and associated costs onto Retailers instead of facilitating the development of a 'flourishing market'.

If Customers or other stakeholders become aware of potential breaches by specific Retailers, then Ofwat should investigate those specific Retailers rather than applying a costly blanket approach to all Retailers.

The only area which could benefit from additional assurance is in relation to tenders, where we observe that some Retailers make over inflated, unsubstantiated and inaccurate claims around the services they offer, particularly on bill accuracy and query management. The CPCoP could make it clear that when tendering, Retailers need to provide accurate claims and be able to substantiate these.

2.9 Further considerations (pg.15-16)

21) Do you have any views on any areas that have not been considered by this CFI that you believe could improve or strengthen the CPCoP?

See above.