Customer Communication Rulebook Reform – Statutory Consultation

Foxglove Energy Supply Limited Response

Question 1:

Do you consider that a direction is required to enable suppliers to make changes to existing fixed-term contracts, so that those customers can benefit from our rule changes sooner? If yes, please:

1. provide examples of specific clauses in your T&Cs that would require such a direction (suppliers only); and/or
2. provide suggestions for how the scope of the direction should be drafted to achieve our policy intent (set out in paragraphs 2.37-2.41 of this document).

*Our Response:*

Foxglove Energy Supply Limited do not offer any fixed term contracts.

Question 2:

Are there any other consequential amendments to the licences that we haven’t proposed in annexes 1-2 that you consider would be needed in light of our proposed changes?

*Our Response:*

We believe that some of the definitions which have been removed should be replaced, amended or re-implemented to remove the possibility of ambiguity or potential for individual interpretation.

Question 3:

Do you agree that our proposals reflect our policy intent relating to encouraging and enabling engagement?

*Our Response*

In regards to the proposals themselves, Foxglove Energy Supply Limited feel this is an appropriate approach towards enabling and encouraging customer engagement, however, as definitions have been removed from the Standard Licence Conditions, the requirements are now open to interpretation and ambiguity.

Giving suppliers the option to inform customers of certain information at a time of their choosing may have an alternative effect. Supplier can interpret ‘Key Prompt Points’ in any way they wish. Therefore, consumers may be less likely engage with the energy market or their supplier.

Question 4:

What are your views on our proposal (set out in paragraphs 3.35- 3.36) to move the rules around engagement prompts into a direction separate from the supply licences?

*Our Response:*

Foxglove Energy Supply Limited agree with the reasoning behind the purpose of having a direction separate from the licence. We feel this is more effective and efficient to update the obligations as the market and customer communication needs change over time, rather than making amendments to the Standard Licence Conditions themselves.

Question 5:

Do you agree that our proposals reflect our policy intent relating to assistance and advice information?

*Our Response:*

For assistance and advice information, Foxglove Energy Supply Limited find it appropriate to ensure customers know who and how to contact the Relevant Parties where required, however, the wording in regards to this is open to interpretation. Wording such as “about a problem, question, or any other request for assistance. This includes queries, complaints, disputes or emergencies”. This does not stipulate the circumstances or conditions around which information needs to be provided. Energy suppliers are able to interpret things such as ‘emergencies’, ‘a problem’ or ‘request for assistance’ in different ways, this will limit consistency and clarity for consumers who change suppliers and do not receive the same/equal information.

Question 6:

Do you agree that our proposals reflect our policy intent relating to Bills and billing information?

*Our Response*

Foxglove Energy Supply Limited approves of the simplicity in regards to the billing and billing information. We find that providing only relevant information on bills will enable customers to understand their charges and make informed decisions on their energy and energy costs.

Question 7:

Do you agree that our proposals reflect our policy intent relating to contract changes?

*Our Response:*

For Contract changes information (notifications of price increases, disadvantageous unilateral variations and end of fixed-term contracts), Foxglove Energy Supply Limited ~~we~~ agree that the form and context needs to prompt Domestic Customers to make an informed choice in regards to the changes that will occur. This will ensure customers are in control and can make informed decisions in regards to their consumption, contract and costs. We agree that information regarding contract changes, disadvantageous unilateral variations and end of fixed-erm contracts should not be sent in conjunction with any other information, marketing material or bills or statements of account. This will reduce the chances of the information being missed or shadowed by other information. We feel the definition for the ‘Switching Window’ provides more clarity and understanding.

Kind regards

Shauna Ready

Compliance, Policy and Risk Analyst