Annex 1 – Proposed package of changes to customer communications rules

This document accompanies our <u>policy consultation</u> on domestic supplier-customer communications rulebook reforms. It contains the package of principles we are proposing to introduce, and our line-by-line proposals (to either retain, amend or remove) for the existing prescription relating to customer communications.

Proposed new package of principles

Encourage and Enable

Contract choices

- 1. The licensee must ensure that it provides information, services and/or tools for each Domestic Customer at all Key Engagement Points and throughout each year that, taking into account that Domestic Customer's characteristics, preferences and current Tariff, is effective in:
 - a. Enabling that Domestic Customer to understand that they can switch Tariff and Energy Supplier, and how they may benefit financially from doing so.
 - b. Encouraging that Domestic Customer to consider their options relating to contracts and terms, including their choice of Tariff.

Consumption and cost choices

- 2. The licensee must ensure that it provides information, services and/or tools for each Domestic Customer throughout each year that, taking into account that Domestic Customer's characteristics, preferences and current Tariff, is effective in:
 - a. Enabling that Domestic Customer to understand the key features of their Tariff, including any Charges, and make timely choices in how and when they consume [electricity/gas].
 - b. Encouraging that Domestic Customer to consider their options to improve their ability to manage costs and consumption, including ways to be more efficient and flexible in how that Domestic Customer consumes [electricity/gas].

Key Engagement Points: Points in time where a Domestic Customer is likely to want to consider, or could benefit from considering, their options relating to contracts and terms, including their choice of Tariff.

Assistance and advice information

- 3. The licensee must ensure that it provides relevant information about their energy services to each Domestic Customer at a frequency and in a form that enables that Domestic Customer to know how to quickly and easily:
 - a. Identify and contact the Relevant Party about a problem, question and/or other request for assistance. This includes, but is not limited to, general or specific queries, complaints, disputes and emergencies;
 - b. Seek impartial advice from independent parties such as Citizens Advice or Citizens Advice Scotland;

- c. Identify their rights as regards to the means of dispute settlement, including how to access to any Relevant Ombudsman, in the event of a dispute with a Relevant Party; and
- d. Access assistance. This includes, but is not limited to information about:
 - i. Managing debt and finances;
 - ii. Managing energy consumption and associated costs; and
 - iii. Energy efficiency, social and financial programmes.

Relevant Party: All relevant party/parties in relation to a Domestic Customer's energy supply. This includes, but is not limited to, the licensee, their Representatives or energy network companies.

Bills and billing information

- 4. The licensee must ensure that they provide Bills, statements of account and/or any relevant billing information to each Domestic Customer, at a frequency and in a form that takes into account that Domestic Customer's characteristics, preferences and their ability to effectively manage their costs and consumption, including information about:
 - a. Any Charges that are, or will be, owed to and/or by the Licensee
 - b. How any Charges since the last Bill or statement of account have been calculated, and
 - c. When and how that Domestic Customer needs to pay any Charges, leaving adequate time for that Domestic Customer to understand their circumstances and, where appropriate, arrange payment.

Contract changes

- 5. The licensee must ensure that it provides notification(s) to each Domestic Customer of any disadvantageous contract change, price change or any renewal of a fixed term contract. Taking into account that Domestic Customer's characteristics and/or preferences, the notification(s) must:
 - a. Be provided in adequate time and in a form that enables that Domestic Customer to make an informed choice and take action to allow them to avoid any changes before they take effect;
 - b. Describe what the change is, including an explanation of the reason(s) for the change, any implications of the change if that customer takes no action and when the changes take effect; and
 - c. Communicate to the Domestic Customer their rights and options relevant to the change, including those set out in [conditions setting out retained prescription relating to the rights of the consumer].

Proposed changes to prescription

The table below outlines our line-by-line proposals for changes to the existing prescriptive rules relating to customer communications. It refers to the conditions in the electricity supply licence unless the corresponding condition in the gas supply licence is materially different, in which case this is clearly stated. Where a distinction is not made, the changes referred to apply to the conditions in both the electricity and gas supply licences.

This table does not include the changes we will be making to licence definitions, outlined in standard condition 1. These changes will be outlined in detail in our statutory consultation.

Where a condition is filled in grey, this means that we have not considered making changes to this prescription. This is either because:

- it originates from EU or government legislation (and thus our powers to make changes are limited), or;
- we have not prioritised it for this package of work.

The rationale column contains a <u>high-level summary</u> of our reasons for the proposal we have made. Where we reference other existing or proposed rules that cover the same outcomes as rules we are proposing to remove, this is not necessarily an exhaustive list. Other principles may also apply, but for simplicity we have focused on the most relevant one(s). **In particular, the Standards of Conduct apply across all supplier-customer interactions, not just in the areas we have highlighted in this table.**

SLC	Clause	Requirement	Proposal	Rationale
13: Arrangements for site access	13.2			
14: Customer Transfer blocking	14.3, 14.9			
20: Enquiry Service, supply number & dispute settlement (elec) / Safety of gas supplies, Meter Point Reference Number and dispute settlement (gas)	20.1 (elec)	The licensee must keep each of its Customers informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service.	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on assistance and advice . We have discussed our proposals with the Health and Safety Executive (HSE), who are broadly supportive as long as customers are still able to find emergency contact details when they need them. The HSE noted that moving towards outcomes-based rules is also the general direction of travel in health and safety legislation.

20.1 (gas)	The licensee must keep each of its Customers informed: (a) that an escape or a suspected escape of gas should be reported immediately; and (b) of a telephone number which should be used for that purpose.	Retain	This rule sets out what suppliers must communicate to their customers regarding the correct process in the event of a gas emergency. This is vital information, and the repercussions of insufficient or unclear information in the event of an emergency could be very serious. We therefore do not propose to change this rule.
20.2 (elec)	The licensee may comply with paragraph 20.1 by: (a) providing each Customer whose premises is supplied with electricity under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply electricity to the customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so; (b) providing the information referred to in that paragraph to each Customer on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Electricity or annually if the licensee has not sent such a Bill or statement of account to him; and (c) providing the information referred to in that paragraph to a Customer as soon as reasonably practicable after he requests it.	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principle on assistance and advice. We have discussed our proposals with the HSE, who are broadly supportive as long as customers are still able to find
20.2 (gas)	The licensee may comply with paragraph 20.1 by: (a) providing each Customer whose premises is supplied with gas under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply gas to the customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so; (b) providing the information referred to in that paragraph to each Customer on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Gas or annually if the licensee has not sent such a Bill or statement of account to him; and		emergency contact details when they need them. The HSE noted that moving towards outcomes-based rules is also the general direction of travel in health and safety legislation.

	(c) publishing the information referred to in that		
	(c) publishing the information referred to in that paragraph in such manner as will in the opinion of		
	the licensee secure adequate publicity for it.		
	The licensee must take all reasonable steps to inform		
	·		
20.3	each of its Customers of any change to the postal		
	address or telephone number of the Licensed		
(elec)	Distributor's Enquiry Service before the date on which		
	the change becomes effective or as soon as reasonably		
	practicable after that date. The licensee must take all reasonable steps to inform		
	each of its Customers of any change to the telephone		
20.4 (gas	each of its Customers of any change to the telephone		
	number referred to in Sub-paragraph 20.1(b) before the		
	date on which that change becomes effective. The licensee must give:		
	The licensee must give.		
	(a) the telephone number referred to in sub-paragraph		
	20.1(h): and		
20.3 (gas	(b) the current postal address and telephone number of		
	the Relevant Gas Transporter's Enquiry Service,		
	the Relevant das Transporter's Enquiry Service,		
	to a Customer when he requests it.		
	The licensee must inform each of its Customers of his		This is a key piece of information for
	Supply Number:		customers. It is important for the
20.4			customer to have access to this
20.4	(a) on each Bill or statement of account sent to a		information on a Bill to verify that they
(elec)	Customer in relation to Charges; or		have been billed based on the correct
	(b) annually if the licensee has not sent such a Bill or		meter. Therefore we propose to retain the
	statement of account to him.		requirement for this to be provided on
			Bills. This information is sometimes
	The licensee must inform each of its Customers of his	Retain	requested by comparison services and is
	Meter Point Reference Number:		also an important reference number for
			customers to identify and communicate
20.5 (gas	(a) on each Bill or statement of account sent to a		with their energy network company.
20.3 (903	Customer in relation to Charges for the Supply of		Suppliers should consider whether this
	Gas; or		information might be relevant to provide
	(b) annually if the licensee has not sent such a Bill or		elsewhere under the encouraging and
	statement of account to him.		enabling engagement and/or
			assistance and advice principles.
20.5 (elec	e), 20.6 (gas)		

21: Fuel mix disclosure arrangements (elec only)	All			
21A: Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme	All			
21B: Billing based on meter readings	21B.5, 21B	.7, 21B.8, 21B.9		
21C: Declaration of a Licensee's FIT status	21C.1, 21C	.2		
21D: Tariffs with environmental claims	All			
22: Duty to offer and supply under domestic supply contract	22.5, 22.9			
22A: Unit Rate, Standing Charge and Tariff Name requirements	22A.2, 22A	.3		
22C: Fixed Term	22C.3	The licensee must prepare a statement (hereafter referred to as an "SLC 22C Statement of Renewal Terms") which:	Dota:	The Statement of Renewal Terms is an important communication, as it informs consumers of significant upcoming changes to their terms and conditions. It
Supply Contracts	22C.3 (a)	is set out in Writing;	Retain	is important that it is in writing, so that consumers can properly assess the information provided and have a record of it.

22C.3 (b)	contains a prominent title which clearly informs the Domestic Customer that the fixed term period of their existing Fixed Term Supply Contract is due to end and they need to consider their options;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by the Standards of Conduct .
22C.3 (c)	without prejudice to SLC 22C Exempt Information only contains the following information:	Amend	We do not propose to specify the exact content of the Statement of Renewal Terms going forward, so would remove the reference to "only", so that other things can be included beyond those specified in this list.
22C.3 (c, i)	the date the fixed term period of the existing Fixed Term Supply Contract is due to end;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on contract changes .
22C.3 (c, ii)	the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: "Remember – it might be worth thinking about switching your tariff or supplier";	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
22C.3 (c, iii)	information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on assistance and advice.
22C.3 (c, iv)	a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable;	Retain	This information is crucial to ensuring consumers understand what will happen should they take no action at the end of their fixed term tariff. We think it is important that this is included on every Statement of Renewal Terms.
22C.3 (c, v)	a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms: 1) the Principal Terms that currently apply to the Domestic Customer; 2) the Principal Terms that would apply if the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff or a Relevant	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by the Standards of Conduct .

	Fixed Term Default Tariff, as applicable, by virtue of paragraph 22C.7; and 3) where a Notice is also being provided to the Domestic Customer pursuant to sub-paragraph 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;		
22C.3 (c, vi)	information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;	Retain	This information is crucial to ensuring consumers understand their rights to switch free of penalty at the end of their fixed-term contract. We think it is important that this is included on every Statement of Renewal Terms.
22C.3 (c, vii)	the Domestic Customer's Estimated Annual Costs in the event that the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7;	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
22C.3 (c, viii)	the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to the Relevant Cheapest Evergreen Tariff; and	Remove	We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key
22C.3 (c, ix)	the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to the Relevant Cheapest Evergreen Tariff; and	Kelllove	Engagement Points and throughout each year, of how much they could save by switching to the cheapest tariffs for them (see SLC 31A schedule 1 proposal).
22C.3 (d)	contains a separate part which provides the following information in a form which is easily comparable and clearly illustrates the main differences in the Principal Terms: (i) the Principal Terms that currently apply to the Domestic Customer; (ii) the Principal Terms that would apply if the Domestic Customer becomes subject to the	Amend	We propose to remove the requirement for suppliers to provide the Principal Terms for the consumer's current tariff with the Statement of Renewal Terms, in order to reduce the amount of information provided on or with the notice. Instead we would require suppliers to signpost to this information. We propose to retain the requirement for suppliers to provide the

	Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7; and, (iii) where a Notice is also being provided to the Domestic Customer pursuant to SLC 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;		Principal Terms for the relevant default tariff or, if offered, for the further fixed term period.
22C.3 (e)	contains a separate part which, in accordance with paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Tariff Information Label for each set of Principal Terms provided pursuant to sub-paragraph 22C.3(d); and	Retain	We propose to retain the requirement for suppliers to provide a Tariff Information Label for certain tariffs as part of the Statement of Renewal Terms (though we are proposing to amend the Tariff Information Label rules themselves – see SLC 31B.1 proposal). The effect of our proposals to amend SLC 22C.3(d) would also be that suppliers would not have to provide a Label for the consumer's current tariff.
22C.3 (f)	contains a separate part which, in accordance with paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Domestic Customer's Estimated Annual Costs for each set of Principal Terms provided pursuant to subparagraphs 22C.3(d)(i) and (iii) (but not the Domestic Customer's Estimated Annual Costs for the set of Principal Terms provided pursuant to sub-paragraph 22C.3(d)(ii), which must already be provided in accordance with sub-paragraph 22C.3(c)(vii)).	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by SLC 31E.8 which we are proposing to retain, as well as by our proposed narrow principles on contract changes and encouraging and enabling engagement , and new rule on Estimated Annual Costs (see SLC 31A.2 (d) proposal).
22C.4 (a)	The licensee must: provide a Domestic Customer with a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 no earlier than 49 days and no later than 42 days before the fixed term period of their Fixed Term Supply Contract is due to end; and	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on contract changes . A principles-based approach to timing will put the onus on suppliers to determine when information should be provided to consumers to maximise the effectiveness of this information as a prompt to engage.

22C.4 (b)	with the exception of the Notice described in paragraph 22C.5, ensure that the SLC 22C Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material).	Retain	We think it is important that the Statement of Renewal Terms continues to be provided as a distinct communication from others, to ensure that the messages it contains do not get lost.
22D.5 (c) (i			
22D.5 (c, v)	Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window: (c) ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which: (v) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier";	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
22D.5 (c) (
22D.5 (c, xii)	Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window: (c) ensure that the particular Domestic Customer is	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
	22D.5 (c) (i	22C.4 (b) 22C.4 (b) 22C.5, ensure that the SLC 22C Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material). 22D.5 (c) (i)-(iv) Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window: 22D.5 (c, v) (c) ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which: (v) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier"; 22D.5 (c) (vi)-(xi) Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window:	22C.5, ensure that the SLC 22C Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material). 22D.5 (c) (i)-(iv) Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window: (c) ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which: (v) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier"; 22D.5 (c) (vi)-(xi) Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tar

22D.5 (c) (22D.5 (c, xiv)		Remove	We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of how much they could save by switching to the cheapest tariffs for them (see SLC 31A schedule 1 proposal).
	date the changes to the Dead Tariff are due to take effect which: (xii) where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with the following information: (1) their Estimated Annual Costs using their current Charges for the Supply of Electricity; (2) their Estimated Annual Costs using the new Charges for the Supply of Electricity; and (3) the amount in pounds sterling of the difference between (1) and (2);		

22D.5 (c) (xv)		
22D.5 (c, xvi)	Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A, it must during the Dead Tariffs Window: (c) ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which: (xvi) in close proximity to the information required by sub-paragraph 22D.5(c)(xii), must include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the licensee may also include a brief statement to the effect that a Warm Home Discount is not included);	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
22D.5 (c) (
22D.9 (a)-(
22D.9 (d)	Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, no earlier than 49 days and no later than 42 days before the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the particular Domestic Customer is given a Notice which: (d) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.

22D.9 (e) (22D.9 (e, iv)	Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, no earlier than 49 days and no later than 42 days before the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the particular Domestic Customer is given a Notice which: (e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information: (iv) where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the: (1) Domestic Customer's Estimated Annual Costs using their current Charges for the Supply of Electricity; (2) Domestic Customer's Estimated Annual Costs using the new Charges for the Supply of Electricity; and (3) amount in pounds sterling of the difference between (1) and (2);	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
	v)		
22D.9 (e, vi)	Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer	Remove	We propose to replace prescriptive requirements to provide Estimated Annual

		using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, no earlier than 49 days and no later than 42 days before the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the particular Domestic Customer is given a Notice which: (e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information: (vi) in close proximity to the information required by sub-paragraph 22D.9(e)(iv), a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included);		Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
	22D.9 (e) (
22F: Bespoke heating system	22F.1	For the purposes of this condition a "Bespoke Heating System Arrangement" is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract or a Deemed Contract which only relates to an Electrical Heating System.		We propose to remove these requirements. We consider that the outcomes they are intended to achieve are generally covered by the Standards of Conduct .
arrangements (elec only)	22F.2	This condition applies to any Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement and takes precedence over any requirements of any standard conditions set out in paragraph 22F.3 or otherwise referred to in paragraphs 22F.4 to 22F.10.	Remove	We are proposing to remove the requirement for suppliers to provide only one Tariff Information Label to customers with bespoke heating systems (SLC 27F.8 (b)), as we believe that that there is merit

22F.3 – 22F.5	(not used)	in allowing suppliers to present this information across more than one Tariff
22F.6	In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, any requirement in a standard condition to provide or display information in respect of a Unit Rate or Unit Rates is to be read as a requirement to provide or display (as the case may be) information in respect of all of the Unit Rates that apply to the Domestic Customer's premises along with information specifying which Unit Rate or Unit Rates apply to the Bespoke Heating System Arrangement and which Unit Rate or Unit Rates apply to the supply of electricity to premises (or part of premises) which does not relate to the Bespoke Heating System Arrangement.	Information Label if it makes this information clearer to their customers.
22F.7	In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement and which has two Exact Tariff Names, any requirement in a standard condition to provide or display an Exact Tariff Name is to be read as a requirement to provide or display (as the case may be) both Exact Tariff Names.	
22F.8	In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, any requirement in a standard condition to provide or display: (a) Relevant Cheapest Tariff information and/or Alternative Cheapest Tariff information ("Cheapest Tariff Information"), is to be read as a requirement to provide or display (as the case may be) the Cheapest Tariff Information in respect of the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises combined; (b) a Tariff Information Label, is to be read as a requirement to provide or display (as the case may	

	be) a single Tariff Information Label which incorporates the applicable information in respect of both the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises; (c) information about a Tariff on a Bill, statement of account or Annual Statement, is to be read as a requirement to provide or display (as the case may be) the information in a manner which incorporates the applicable information in respect of both the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises.	
22F.9	In respect of a Bespoke Heating System Arrangement which involves the use of more than one Standing Charge: (a) (not used). (b) any requirement in a standard condition to use, provide or display information in respect of a Standing Charge is to be read as a requirement to use, provide or display (as the case may be) information in respect of all of the Standing Charges that apply along with information specifying what each Standing Charge applies to.	
22F.10	In respect of a Bespoke Heating System Arrangement which involves the use of more than one Electricity Meter, the references to the word "Meter" in the definitions of "Alternative Cheapest Tariff", "Relevant Cheapest Tariff" and "Relevant Cheapest Evergreen Tariff" are to be read as "Meters".	
22F.11	The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to a Bespoke Heating System Arrangement are not at a significant disadvantage to other Domestic Customers when they:	

22G: Requirements for Restricted Meters (elec only)	22F.13A 22F.14 22G.9	 (a) seek to evaluate the benefits and costs of the Tariff that applies to their Bespoke Heating System Arrangement; and (b) consider changing their Tariff or supplier. The licensee is not required to comply with standard condition 22F to such extent and subject to such conditions as the Authority may from time to time direct. [Definitions for the purpose of standard condition 22F] The Relevant Licensee must provide the Specified Information to each Relevant RMI Customer in each Relevant RMI Customer's Bill, Statement of Renewal Terms, or other regular written correspondence with the Relevant RMI Customer, in a manner designed to promote positive engagement (which may be specified by the Authority). [Specified Information means (a) a statement that the Relevant RMI Customer is able to change their electricity supplier or change to a Relevant Tariff without having to change, nor incurring any costs or any other financial charge associated with replacing, their Electricity Meter; and (b) contact details for the Relevant Citizens Advice 	Retain	This rule is designed to get specific messages across to customers with a particular characteristic and was put in place as a CMA remedy. The rule was introduced to make it clear to customers that they can switch supplier and to provide details for Citizens Advice. We clarified in a letter last year that these rule does not require prescriptive wording or formatting. Customers with these meters also fall under the smart meter rollout, effectively limiting the lifespan of this licence condition.
	23.3	Body.]		
23: Notification of Domestic Supply Contract terms	23.4 (a)	Subject to paragraphs 23.11 and 23.12, the Notice referred to in paragraph 23.3 [a Notice of increase in the Charges for the Supply of Electricity or other Disadvantageous Unilateral Variation] must: must be given at least 30 days in advance of the date on which increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on contract changes . A principles-based approach to timing will put the onus on suppliers to determine when information should be provided to consumers to maximise the effectiveness of this information as a prompt to engage.
	23.4 (b)	without prejudice to a Gas SLC 23 Notice, must not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;	Retain	We think it is important that the Notice continues to be provided as a distinct communication from others, to ensure that the messages it contains do not get lost.

	23.4 (c)	without prejudice to the SLC 23 Exempt Information, and subject to paragraph 23.4A, must only include the information mentioned in subparagraphs 23.4(d) to 23.4(y);	Amend	We no longer consider it would be appropriate to retain an exhaustive list of the information that should be on the SLC 23 notice. We propose to amend this condition to align the language used with that of 22C.4(b).
	23.4 (d)	must contain a title which clearly highlights that the Notice relates to an increase in Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by the Standards of Conduct .
	23.4 (e)	must inform the Domestic Customer of each specific: (i) increase in the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to each particular Domestic Customer; and/or Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;		We consider that the outcomes that these
	23.4 (f)	where the licensee is increasing the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with a comparison of their current Charges for the Supply of Electricity and the new Charges for the Supply of Electricity;	Remove	requirements are intended to achieve are covered by our proposed narrow principle on contract changes . Additionally, we propose to replace prescriptive requirements to provide Estimated Annual Costs on specific
	23.4 (g)	where the licensee is increasing the Charges for the Supply of Electricity by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with: (i) their Estimated Annual Costs using their current Charges for the Supply of Electricity; (ii) their Estimated Annual Costs using the new Charges for the Supply of Electricity; and (iii) the amount in pounds sterling of the difference between (i) and (ii);		communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).

23.4 (h)	where the licensee is making a Disadvantageous Unilateral Variation, must provide the Domestic Customer with a comparison of the term that currently applies and the new term;		
23.4 (i)	must inform the Domestic Customer of the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;		
23.4 (j)	must inform the Domestic Customer of the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation;		
23.4 (k)	must include the following statement, presented in a manner which is readily distinguishable from the other text presented in the SLC 23 Notice: "Remember – it might be worth thinking about switching your tariff or supplier";	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
23.4 (I)	must inform the Domestic Customer that he may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation is unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;	Retain	This information is crucial to ensuring consumers understand their rights to switch free of penalty when their prices are increasing.
23.4 (m)	must inform the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on assistance and advice .
23.4 (n)	must inform the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer; and		
23.4 (o)	must explain the effect of paragraph 23.6 in terms of how the Domestic Customer may be able to take steps to avoid the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation (including by indicating that the Domestic Customer would need to enter into a new contract with either his Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principle on contract changes .
23.4 (p)	where the Domestic Supply Contract provides for a Termination Fee, must explain the effect of subparagraph 24.3(c) of standard condition 24;		

23.4 (the information relates to the Domestic Customer's actual or estimated (as applicable) annual consumption; must inform the Domestic Customer of the following information: (i) the Exact Tariff Name for the Tariff that applies	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
23.4 (in close proximity to the information required by sub- paragraph 23.4(f) and 23.4(h), must include a statement to the effect that value added tax (at the	Amend	There are other references to displaying charges and value added tax in the rules relating to customer communications. We propose to merge these into a single reference.
23.4 (in close proximity to the information required by sub- paragraph 23.4(g) and sub-paragraph 23.4(u)(i), must include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included);	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
23.4 (Subject to paragraphs 31E.1 to 31E.4 of standard condition 31E (Additional Rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information), must inform the Domestic Customer of: (i) their Estimated Annual Costs (unless their Estimated Annual Costs is already being provided pursuant to sub-paragraph 23.4(g)); (ii) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and (iii) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and	Remove	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal). We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of how much they could save by switching to the

				cheapest tariffs for them (see SLC 31A
				schedule 1 proposal).
2	23.4 (v)	(not used)	Remove	This licence condition is no longer used so can be removed.
23	3.4 (w)			
2	23.4 (x)	may include a website URL for the Concise Guidance and Energy Consumer Guidance, and, if they do so, must also include a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request; and	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on assistance and advice.
2	23.4 (y)	must include (as part of the SLC 23 Notice or as a separate document) any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).	Amend	We may merge requirements to comply with guidance or directions issued by the Authority around customer communication-related rules into a single requirement. This will depend in part on how the new rules are structured in the licence.
	23.5	The licensee must display the information required in sub-paragraphs 23.4 (d), (f), (g), (h), (i), (k), (q) and (r) in a prominent manner on the SLC 23 Notice.		
	23.5A	Subject to paragraph 23.5B, the licensee must present the SLC 23 Supplier and Customer Information and information required in sub-paragraphs 23.4 (d), (e), (f), (g), (i),(k) and (u) on the front page of the SLC 23 Notice.		
	23.5B	Paragraph 23.5A does not apply to sub-paragraphs 23.4 (f), (g) and (q) in circumstances where: (a) the Tariff is a Time of Use Tariff; and by virtue of the number of time periods that apply to the Time of Use Rates, the licensee would not be able to present the other information referred to in paragraph 5A on the front page of the SLC 23 Notice without compromising its ability to comply with paragraph 23.5.	Remove	We are proposing to remove all formatting requirements. We consider that the outcomes that these requirements are intended to achieve are covered by the Standards of Conduct and our proposed new narrow principles.
	chedules	[Prescriptive formatting requirements for		
	and 2 to SLC 23	communicating increased prices for single and dual fuel customers respectively]		
	chedules	[Prescriptive formatting requirements for showing		
	and 4 to	Estimated Annual Costs for single and dual fuel		
	SLC 23	customers respectively]		

26: Priority Services Register	26.1 (b) &	26.1 (b) & (c, ii)				
27: Payments, deposits, disconnections and final bills	27.6 (b), 27	27.6 (b), 27.12, 27.13, 27.14, 27.15, 27.17, 27.18				
28: Prepayment meters	28.1					
31: General information for Domestic Customers	31.1, 31.2, 31.4 (gas)	If the licensee gives a Bill or statement of account to a Domestic Customer in which Charges for the Supply of Gas are expressed in terms of the Amount of gas supplied, that bill or statement of account must include: (a) an explanation of the basis on which the amount is calculated from the quantity of gas supplied; and (b) if, in making the calculation referred to in subparagraph (a), an adjustment is made in relation to a Temperature and Pressure Conversion Factor, details of that adjustment.	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principles on bills and billing information, and encouraging and enabling engagement. It is important that the calculations suppliers use to convert the quantity of gas supplied to a monetary amount are accurate. If consumers want to see these calculations then they should be able to (as per SLC 21B.7, suppliers must comply with requests for an explanation of how Bills or statements of account have been calculated). Removing SLC 31.4 would not change either of these things, but it would give suppliers more flexibility to determine the level of detail that they should go into when giving consumers information on how their charges have been arrived at.		
	31.6 (elec), 31.7 (gas)	The licensee must inform each of its Domestic Customers how the Energy Consumer Guidance and the Concise Guidance can be accessed by: (a) providing each new Domestic Customer whose premises it supplies with electricity under a Contract or a Deemed Contract with this information when the licensee first begins to supply electricity to the Domestic Customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;	Amend	We propose to remove the requirement for information about the Energy Consumer Guidance and the Concise Guidance to be provided in Bills specifically. This is in line with our wider proposals to move away from the Bill being the default communication for all information. We do not propose to remove the requirements for the Energy Consumer Guidance and the Concise		

	31.7 (elec)	(b) including this information in or with each Bill or statement of account sent to a Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to him; and (c) providing this information to a Domestic Customer as soon as reasonably practicable after he requests it.		Guidance to be provided in general, as these are derived from EU law.
	31A.1	The licensee must provide the information contained in paragraph 31A.2 and Schedules 1-3 to standard condition 31A in Writing on every Bill or statement of account sent to a Domestic Customer.	Amend	This rule will be amended to reflect the changes to the schedules. (Full details of the schedules can be found in the gas and electricity supply licences.)
	31A.2	The information provided for in paragraph 31A.1 is:		
	31A.2 (a)			
	31A.2 (b)	the Domestic Customer's Exact Tariff Name		We consider that the outcomes that these requirement are intended to achieve are covered by our proposed narrow principles
31A: Bills, statements of account and annual statements	31A.2 (c)	the Domestic Customer's Annual Consumption Details;	Remove	on bills and billing information, and encouraging and enabling engagement, as well as our new rules about the Tariff Information Label (see SLC 31B.1 proposal) and "about your tariff" box (see SLC 31A schedule 2 proposal).
	31A.2 (d)	the Domestic Customer's Estimated Annual Costs	Amend	We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
	31A.2 (e)	the Domestic Customer's: (i) Relevant Cheapest Tariff information and Estimated Annual Savings; and (ii) Alternative Cheapest Tariff information and Estimated Annual Savings	Remove	We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of how much they could save by switching to the cheapest tariffs for them (see SLC 31A schedule 1 proposal).
	31A.2 (f)	(not used)	Remove	This licence condition is no longer used so can be removed.

31A.2 (g)	the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";	Remove	We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
31A.2 (h)	the Exact Payment Method which applies to the Domestic Customer;		
31A.2 (i)	in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);	Domovo	We consider that the outcomes that these requirement are intended to achieve are covered by our proposed narrow principles on bills and billing information, and encouraging and enabling
31A.2 (j)	in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);	Remove	engagement, as well as our new rules about the Tariff Information Label (see SLC 31B.1 proposal) and "about your tariff" box (see SLC 31A schedule 2 proposal).
31A.2 (k)	the amount (in pounds sterling) of any Termination Fee, if applicable;		
31A.2 (I)			
31A.3	The requirement in sub-paragraph 31.A.2(a) only applies if the licensee has been contracted to supply electricity to the same Domestic Customer at the same Domestic Premises throughout the period: (a) commencing with the start of the corresponding period; and (b) ending with the end of the period to which the Bill or	Retain	This relates to 31A.2 (a) which we are not proposing to remove or amend.
	statement of account relates.		
31A.3A	The requirement in sub-paragraph 31A.2(I) does not apply: (a) to licensees who supply electricity/gas to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority; (b) in respect of final Bills; or in respect of Bills or statements of account that include Charges for the Supply of Electricity/Gas corresponding to more than one MPAN/MPRN.	Retain	This relates to 31A.2 (I) which we are not proposing to remove or amend.

31A.4, 31A			
31A.6	The licensee must comply with sub-paragraphs 31A.2 (b) to (f) (including in conjunction with the information required by standard condition 31E) in accordance with the requirements of Schedules 1 to 2 to standard condition 31A.	Remove	This relates to 31A.2 (b) to (f) which we are proposing to remove.
31A.6A	The licensee is not required to comply with section A of standard condition 31A to such extent and subject to such conditions as the Authority may from time to time direct.	Amend	We may merge requirements relating to provisions for derogations from customer communication-related rules into a single requirement. This will depend in part on how the new rules are structured in the licence.
31A.7	The licensee must have regard to any guidance on Relevant Matters for Section A of SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).	Amend	We may merge requirements to comply with guidance or directions issued by the Authority around customer communication-related rules into a single requirement. This will depend in part on how the new rules are structured in the licence.
31A.8	For the purposes of this condition "Relevant Matters for Section A of SLC 31A" means: (a) the format and/or display of any information which must be included in a Bill and statement of account; (b) the methodology by which any calculations in relation to any information which must be included in a Bill and statement of account must be carried out by the licensee (including, but not limited to, any calculations relating to the electricity/gas consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and (c) the interpretation of section A of standard condition 31A (including in respect of definitions which appear in standard condition 1).	Amend	If we amend 31A.7 as outlined above, this SLC would also need to be amended.
31A Schedule 1	[The "Could you pay less?" label for Bills and statements of account]	Amend	We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each

31A Schedule 2	[The "About your tariff" box for Bills and statements of account]	Amend	year, of how much they could save by switching to the cheapest tariffs for them. We propose to replace prescriptive requirements relating to certain key tariff information in the "About your tariff" box with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of all the information that they would need to enable them to switch.
31A.9	The licensee must provide to every Domestic Customer at least once in respect of every 12 Month Period at the Relevant Time a Written document (hereafter referred to as an "Annual Statement") which has the title "Your Annual Electricity Summary" and which, subject to the requirements of Schedule 4 of this standard condition and without prejudice to the SLC 31A Exempt Information, only contains the following information:		We consider that the outcomes that the annual statement was intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
31A.9 (a)	the Domestic Customer's Exact Tariff Name;	Remove	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principles on encouraging and enabling engagement.
31A.9 (b)	the Domestic Customer's Annual Consumption Details;		We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principles on bills and billing information, and encouraging and enabling engagement.
31A.9 (c)	the Domestic Customer's Estimated Annual Costs;		We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).
31A.9 (d)	the Domestic Customer's: (i) Relevant Cheapest Tariff information and Estimated Annual Savings; and		We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key

	(ii) Alternative Cheapest Tariff information and Estimated Annual Savings;
31A.9 (e)	an explanation of the purpose of the Annual Statement;
31A.9 (f)	a statement of the 12 Month Period to which the Annual Statement relates;
31A.9 (g)	the Domestic Customer's Estimated Annual Costs calculated on the basis of the Charges for the Supply of Electricity which applied during the 12 Month Period;
31A.9 (h)	a bar chart or other graph, diagram or infographic displaying information about the Domestic Customer's energy usage;
31A.9 (i)	details of the Relevant Principle Terms of the Domestic Customer's Domestic Supply Contract;
31A.9 (j)	the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";
31A.9 (k)	information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier;
31A.9 (I)	information on where the Domestic Customer may obtain impartial advice and information on energy efficiency;
31A.9 (m)	a website URL for the Concise Guidance and Energy Consumer Guidance and, where this information is provided, a statement to the effect that a hard copy of

Engagement Points and throughout each year, of how much they could save by switching to the cheapest tariffs for them (see SLC 31A schedule 1 proposal).

These requirements are not needed if the annual statement is no longer a required communication (see SLC 31A.9 proposal).

We propose to replace prescriptive requirements to provide Estimated Annual Costs on specific communications with a requirement for suppliers to provide it to consumers at Key Engagement Points and throughout each year (see SLC 31A.2 (d) proposal).

We consider that the outcomes that this requirement is intended to achieve is covered by our proposed narrow principles on encouraging and enabling engagement.

We consider that the outcomes that this requirement is intended to achieve are covered by our proposed new rules about the Tariff Information Label (see SLC 31B.1 proposal) and "about your tariff" box (see SLC 31A schedule 2 proposal).

We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principles on **encouraging and enabling engagement**.

We consider that the outcomes that these requirements are intended to achieve are covered by our proposed narrow principle on **assistance and advice**.

	each can be provided to the Domestic Customer on	
	request;	
31A.9	a statement providing the Domestic Customer with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found;	We consider that the outcomes that this requirement is intended to achieve are covered by our proposed narrow principle on assistance and advice , as well as our proposed new rules around key tariff information (see SLC 31A schedule 2 proposal).
31A.9	a description of the Tariff Type which applies to the Domestic Customer's Tariff;	
31A.9	p) the Exact Payment Method which applies to the Domestic Customer's Domestic Supply Contract;	
31A.9	ends (or if that date is not ascertainable the duration of the fixed term period);	
31A.9	in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);	We propose to replace prescriptive requirements relating to certain key tariff
31A.9	where a Termination Fee applies to a Domestic Supply Contract, the amount (in pounds sterling) of the Termination Fee;	information with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of all the information that they
31A.9	a statement setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts) and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount or additional charge and/or additional charges which apply to the Tariff;	would need to enable them to switch (see SLC 31A schedule 2 proposal).
31A.9	a statement setting out: (i) a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle	

	31A.9 (v)	which is a Discount) and any Reward Points Discounts included in the Tariff; (ii) where applicable, a statement to the effect that Optional Bundles apply; brief, easy-to-understand explanations of key industry terminology; (not used)		We consider that the outcomes that this requirement is intended to achieve are covered by the Standards of Conduct . This licence condition is no longer used so
3	31A.9 (x)	no more than one Optical Label which the licensee may place on the Annual Statement in order to direct the Domestic Customer to Additional Information; any Optical Label placed on the Annual Statement must contain each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Data Items in accordance with this provision.		This information will no longer be required to be sent annually as there will be no requirement to provide an annual statement. However, consumers will still receive this information on every Bill as specified in SLC 31A.2 (f).
	31A.10	The licensee must: (a) ensure that the Annual Statement is not combined with any other document (including, but not limited to, a Bill or statement of account) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill or statement of account) with the exception of the following distinct documents which may be provided	Remove	These requirements are not needed if the annual statement is no longer a required communication (see SLC 31A.9 proposal).

T	1	to the Democratic Costomora in the come considerate
		to the Domestic Customer in the same envelope as the Annual Statement:
		(b) when providing information about Annual
		Consumption Details in accordance with paragraph 31A.9:,
		(i) include details of any Time of use Tariffs
		which may apply to the Domestic Supply
		Contract; and
		(ii) include details of any Time of use Tariffs
		which may apply to the Domestic Supply
		Contract; and
		(c) make it clear on the Annual Statement whether any
		estimates of the Domestic Customer's electricity
		consumption have been used in producing the
		information; and
		subject to paragraph S4.16(a) of Schedule 4 to this
		standard condition, when providing details of the
		Relevant Principal Terms in accordance with sub-
		paragraph 31A.9(i), provide all the Relevant Principal
		Terms together in the same part of the Annual
		Statement.
		The licensee must send the first Annual Statement on or
_		before 31 December 2010 to every existing Domestic
3	31A.11	Customer who has held their Domestic Supply Contract
		with the licensee for at least 12 months on 1 April 2010.
		The licensee must ensure that the terms and conditions
3	31A.12	of each Domestic Supply Contract and Deemed Contract
		comply with the provisions of section B of standard
		condition 31A.
		The licensee must ensure that each Domestic Supply
		Contract and Deemed Contract contains terms and
		conditions which reflect the effect of:
		(a) any requirement of section B of standard condition
3	31A.13	31A which could reasonably be considered as:
		(i) giving a particular Domestic Customer a right
		to receive or do something in any
		circumstances;
		circumstances,

31B: Tariff Information Label	31A.17 Schedule 4 to SLC 31A	[Definitions for the purpose of standard condition 31A] [A prescriptive template for the annual statement including specified 'zones' and details of the information that must occupy these 'zones'] In respect of each of its Tariffs which are Operational, the licensee must prepare and keep up-to-date information (hereafter referred to as the "Tariff Information Label") which: (a) is set out in Writing; (b) has text which must not be smaller than nine points in size, using the desktop publishing point system; (c) uses the precise format specified in Part 1 of Schedule 1 to standard condition 31B;	Amend	We propose to remove the prescriptive content and formatting requirements relating to the Tariff Information Label. We would instead put in place an amended requirement for suppliers to make available, online and on request, in a table or other easy-to-compare format, an easily identifiable and comparable list of the key features of each of their tariffs. This list of key features must be provided in a consolidated way. We would retain
	31A.16	The licensee must have regard to any guidance on Relevant Matters for Section B of SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).		
	31A.15	The licensee is not required to comply with section B of standard condition 31A to such extent and subject to such conditions as the Authority may from time to time direct.		
	31A.14	The licensee must comply with paragraph 31A.9 (including in conjunction with the information required by standard condition 31E) in accordance with the requirements of Schedule 4 to standard condition 31A.		
		 (ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and (iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and any provisions of section B of standard condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation). 		

	(d) contains the information which is required or permitted by virtue of Schedule 1 to standard condition 31B; and(e) contains no other information.		provided at the same time as principal terms. Suppliers should also consider our proposed narrow principle on encouraging and enabling engagement in relation to consumers understanding key tariff features.
31B.3	If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.		These requirements set a specific
31B.4	If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label prepared pursuant to paragraph 31B.1 on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.	Retain	timeframe that we expect suppliers to adhere to.
31B.5	If the licensee or any Affiliate Licensees have a Website, the licensee may also, in the same position as it publishes each Tariff Information Label pursuant to 31B.4, offer any person the opportunity to obtain Tariff Information Labels that are tailored to that person's individual circumstances or preferences, by allowing that person to enter additional information.		We are proposing to remove restrictions on the information that can be included in
31B.6	Where the licensee or Affiliate Licensee offers a person the opportunity to obtain tailored Tariff Information Labels as provided by paragraph 31B.5 above, the licensee or Affiliate Licensee must include on the same page of the Website a prominent statement to the effect that any person can obtain a Tariff Information Label by entering no more information than their address or postcode.	Remove	the Tariff Information Label (see SLC 31B.1 proposal). This would mean that these conditions are no longer needed.
31B.7	Where any Representative of the licensee provides a Tariff Information Label (or information contained in a Tariff Information Label) in respect of the licensee's Tariffs, the licensee must take all reasonable steps to ensure that the Representative uses an up-to-date version of the applicable Tariff Information Label.	Remove	We consider that the outcomes these requirements are intended to achieve are covered by the Standards of Conduct .
31B.11	The licensee must have regard to any guidance on standard condition 31B (including in respect of	Amend	We may merge requirements relating to provisions for derogations from customer

	31B.13	definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation). [Definitions for the purpose of SLC 31B]	Amend	communication-related rules, and requirements to comply with guidance or directions issued by the Authority around customer communication-related rules, into a single requirement. This will depend in part on how the new rules are structured in the licence. We would make any consequential amendments required to this SLC in the
	31B Schedule 1	[A prescriptive template for the Tariff Information Label including specified 'entries' and details of the information that must occupy these 'entries']	Remove	light of other changes to SLC 31B. We are proposing to remove all formatting requirements. We consider that the outcomes that these requirements are intended to achieve are covered by the Standards of Conduct and our proposed new narrow principles.
31D: White Label Tariffs	31D.20	Where the licensee has White Label Tariffs, the definition of "Relevant Cheapest Tariff" in standard condition 1 is replaced with the following definition: Relevant Cheapest Tariff means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensee) for that Domestic Customer based on: (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to; (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises; (c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with the Prepayment Meter installed at the Domestic Customer's premises; (d) their Account Management Arrangement;	Remove	We propose to replace prescriptive requirements relating to the cheapest tariff message with a requirement for suppliers to inform consumers, at Key Engagement Points and throughout each year, of how much they could save by switching to the cheapest tariffs for them (see SLC 31A schedule 1 proposal). This amended rule will be include references to affiliate licensees, so SLC 31D.20-21 will no longer be needed.

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	(e) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract;	
	(f) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;	
	(g) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider;	
	(h) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff; and	
	consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs.	
	Where the licensee has White Label Tariffs, the definition of "Alternative Cheapest Tariff" in standard condition 1 is replaced with the following definition:	
	Alternative Cheapest Tariff means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on:	
31D.21	 (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to; (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises; 	
	(c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer's premises; (d) where the Domestic Customer is subject to a White Label Tariff:	

		 (i) a White Label Tariff of the same White Label Tariff Provider; or (ii) a Tariff of the licensee which is not a White Label Tariff; (e) where the Domestic Customer is not subject to a White Label Tariff, (i) a Tariff which is not a White Label Tariff; or (ii) a White Label Tariff of any White Label Tariff Provider of the licensee; and consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs. 		
	31D.23	Where the licensee has White Label Tariffs, the following paragraph is inserted after sub-paragraph 31E.1(c) of standard condition 31E: (d) a statement explaining the relationship between the licensee and a White Label Tariff Provider where the Domestic Customer's Tariff: (i) is a White Label Tariff of the White Label Tariff Provider and the Alternative Cheapest Tariff is not a White Label Tariff; or (ii) is not a White Label Tariff and the Alternative Cheapest Tariff is a White Label Tariff of the White Label Tariff Provider,	Remove	We are proposing to remove SLC 31E.1(c), so this rule would no longer be needed. In addition, we consider that the outcomes these requirements are intended to achieve are covered by the Standards of Conduct .
31E: Overarching requirements	31E.1	Where pursuant to a standard condition the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, the licensee must provide, in Writing, in close proximity on the same page: (a) a statement to the effect that changing to a Relevant Cheapest Tariff and/or to an Alternative Cheapest Tariff may involve changing to materially different terms and conditions; (b) where applicable, a statement to the effect that the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is subject to eligibility criteria, limited	Remove	We consider that the outcomes these requirements are intended to achieve are covered by the Standards of Conduct , and our amended rules on the cheapest tariff message (see SLC 31A schedule 1 proposal).

	1	availability and (ar will only be available for a limited	
		availability and/or will only be available for a limited period of time; and	
		(c) where the Domestic Customer has a Prepayment	
		Meter and changing to the Alternative Cheapest	
		Tariff would require the Electricity Meter to be	
		changed:	
		(i) a statement to the effect that changing to the	
		Alternative Cheapest Tariff would require the	
		Electricity Meter to be changed;	
		(ii) an estimate of the costs (in pounds sterling),	
		if any, of changing the Electricity Meter; and	
		(iii) a statement to the effect that there may be	
		restrictions on, or conditions attached to,	
		changing the Electricity Meter.	
		This paragraph applies where:	
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		(a) the licensee only has one Tariff (or, where there are	
		any Affiliate Electricity Licensees, the licensee and	
	4 = 0	any Affiliate Electricity Licensees only have one	
31	1E.2	Tariff); and/or	
		(b) the Domestic Customer is already subject to the	
		licensee's (or, where there are any Affiliate	
		Electricity Licensees, the licensee's and any Affiliate	
		Electricity Licensee's) Relevant Cheapest Tariff	
		and/or Alternative Cheapest Tariff (as applicable).	
		Where paragraph 31E.2 applies, the licensee must	
		provide a statement in Writing to the effect that the	
31	1E.3	Domestic Customer is already subject to the Relevant	
		Cheapest Tariff and/or Alternative Cheapest Tariff (as	
		applicable) and that they will be informed at least once	
		a year if the position changes.	
		Where the Domestic Customer is using a Prepayment	
		Meter, in addition to providing that Domestic Customer	
		with information about their Alternative Cheapest Tariff,	
		the licensee must provide a statement in Writing to the	
31	1E.4	effect that a Domestic Customer with Outstanding	
		Charges may be able to change their supplier by	
		agreeing with a new Electricity Supplier that the	
		Outstanding Charges may be assigned by the licensee in	
		accordance with the Protocol.	

31E.5	Where the licensee is required to provide a Domestic Customer with information about their Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, it must take all reasonable steps to ensure that: (a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time at which the information is to be provided to the Domestic Customer; and (b) the assessment of the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is based on the most up to date Tariff information available.	
31E.5A	Where paragraph 31E.5B applies, the licensee may interpret the definition of Relevant Cheapest Tariff and Alternative Cheapest Tariff in standard condition 1 as if the words "the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the	
31E.5B	This paragraph applies where: (a) the licensee has eligibility criteria for one or more of its Tariffs; and (b) on the basis of that eligibility criteria and information held by the licensee, the licensee is satisfied that a particular Domestic Customer would not be eligible for one or more of the licensee's Tariffs.	
31E.6	Where, by virtue of any standard condition, the licensee is required to provide a Domestic Customer with information, the licensee must ensure that the information is: (a) drafted (or, where provided orally, communicated) in plain and intelligible language;	

	 (b) where the information is required to be provided in Writing, presented in: (i) text of a colour which is readily distinguishable from the background medium; and (ii) unless a standard condition otherwise provides, text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise. 		
31E.8	Where the licensee or any Representative is required by any standard condition to provide information about all the Principal Terms, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language: (a) the Tariff Information Label or, in the case of oral communications, the information contained in the Tariff Information Label (in respect of any Domestic Supply Contract offered to the Domestic Customer); and (b) the Domestic Customer's Estimated Annual Costs (in respect of any Domestic Supply Contract offered to the Domestic Customer).	Retain	This is an important protection for consumers. It ensures that they get a projection of the costs they can expect to pay, and a summary of the key features of their tariff, before they become subject to the terms of that tariff (among other times).
31E.9 (We	considered this sub-condition separately as part of our refo	rm of the Est	imated Annual Cost in 2017)
31E.10	Where the licensee provides a Domestic Customer with any information about the Charges for the Supply of Electricity or any other type of charge or fee (the "Applicable Charges"), the licensee must inform the Domestic Customer of whether the Applicable Charges include or exclude value added tax.	Amend	This is a specific requirement that we expect suppliers to adhere to. There are other references to displaying charges and value added tax in the rules relating to customer communications. We propose to merge these into a single reference.
31E.11	Where the licensee provides a Domestic Customer with any information about their Estimated Annual Costs in respect of an Evergreen Supply Contract, the licensee must provide the Domestic Customer with a statement to the effect that the nature of the contract means that	Retain	This is a specific requirement that we expect suppliers to adhere to.

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		the Charges for the Supply of Electricity may be		
		increased by the licensee in the future.		
		Where any Opt-out Bundle is offered to a Domestic		
		Customer, the licensee must inform (and take all	1	
		reasonable steps to ensure that any Representative		
		informs) the Domestic Customer:		We consider that the outcomes that this
	31E.12		Remove	requirement is intended to achieve are
	0	(a) that an Opt-out Bundle applies;		covered by the Standards of Conduct
		(b) that the Domestic Customer is able to opt out from		and SLC 25.
		receiving the Opt-out Bundle; and		
		of the consequences of the Domestic Customer not		
		opting out from receiving the Opt-out Bundle.		
		Where a Staggered Charging Tariff has more than one		
		Standing Charge, the licensee must comply with any		
		requirement in a standard condition to use, provide or		
		display information in respect of a Standing Charge on		
	31E.13	the basis that the requirement is read as a requirement		
		to use, provide or display (as the case may be)		
		information in respect of all of the Standing Charges		
		that apply along with information specifying the duration		We consider that the outcomes that these
		of time each Standing Charge applies to.	Remove	requirements are intended to achieve are
		Where a Staggered Charging Tariff has more than one	Remove	covered by the Standards of Conduct
		Unit Rate, the licensee must comply with any		and SLC 25.
		requirement in a standard condition to use, provide or		
		display information in respect of a Unit Rate on the basis		
	31E.14	that the requirement is read as a requirement to use,		
		provide or display (as the case may be) information in		
		respect of all of the Unit Rates that apply along with		
		information specifying the duration of time each Unit		
		Rate applies to.		
36: Green Deal				
obligations (elec	36.11			
only)				
37: Green Deal				
information	37.2, 37.4, 37.5, 37.6, 37.7			
requirements	37.2, 37.4,	37.13/ 37.10/ 37.17		
(elec only)				