

The Electricity Act 1989 and Gas Act 1986

Provisional Order under section 25(2) of the Electricity Act 1989 and section 28(2) of the Gas Act 1986

To:

Solarplicity Supply Limited (company number 08053210), previously known as Loco2 Energy Supply Ltd, having changed its name to Solarplicity Supply Limited by notice dated 27 April 2017, and as Ganymede Energy Supply Limited having changed its name to Loco2 Energy Supply Ltd by change of name certificate dated 17 March 2014, having its registered office at Unit 8, Peerglow Centre, Marsh Lane, Ware, Hertfordshire, United Kingdom, SG12 9QL (“Solarplicity”) is the holder of an electricity supply licence granted or treated as granted under section 6(1) of the Electricity Act 1989 and the holder of a gas supply licence granted or treated as granted under section 7A of the Gas Act 1986.

WHEREAS:

- A. The Gas and Electricity Markets Authority (“the Authority”) has received information regarding Solarplicity’s compliance with its obligations under the standard conditions of the gas and electricity supply licences (collectively referred to as “SLC”) and with its obligations under the Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008 (“CHSR”).
- B. Based on the information received by the Authority and its engagement with Solarplicity, it appears to the Authority that Solarplicity is contravening or is likely to contravene SLCs 0.3c(i), (ii) and (iii), 0.3d(i) and (ii), 14A.1, 14A.7, 22C.3, 22C.4 and 27.5 and regulations 3, 4, 5, 6 and 7 of the CHSR.
- C. Having had regard to the matters set out in section 25 of the Electricity Act and section 28 of the Gas Act, the Authority considers it is requisite to make a Provisional Order in exercise of the powers in section 25(2) of the Electricity Act and section 28(2) of the Gas Act.

NOW THEREFORE:

Unless otherwise defined herein, capitalised terms used in this Provisional Order have the same meanings as those defined in the SLCs.

The Authority, pursuant to section 25(2) of the Electricity Act and section 28(2) of the Gas Act, and for the purpose of securing compliance with SLCs 0.3c(i), (ii) and (iii), 0.3d(i) and (ii), 14A.1, 14A.7, 22C.3, 22C.4 and 27.5 and regulations 3, 4, 5, 6 and 7 of the CHSR makes a Provisional Order requiring Solarplicity:

Domestic Customer Service Arrangements and Domestic Customer contact

1. Not to act in contravention of SLCs 0.3c(i), (ii) and (iii), 0.3d(i) and (ii);
2. Not act in contravention of SLC 14A.1 or 14A.7;
3. Not act in contravention of SLC 22C.3, SLC 22C.4, 22C.6 or 22C.7;
4. Not to act in contravention of SLC 27.5;

5. Not to act in contravention of regulations 3, 4, 5, 6 and 7 of the CHSR;
6. To ensure that it has Domestic Customer service arrangements and processes which are complete, thorough, fit for purpose and transparent for the purpose of securing compliance with SLC 0.3c (iii) and which make it easy for Domestic Customers to contact it for the purposes of securing compliance with SLC 0.3c (i), in particular (but without prejudice to the broader requirements of 1 above), Solarplicity shall:
 - 6.1. At all times, for the duration of this Provisional Order, ensure that it:
 - 6.1.1. maintains Average Call Waiting Times, as defined in the Annex to this Provisional Order, that are not longer than 2 minutes;
 - 6.1.2. maintains a rate of answering Offered Calls (as defined in the Annex to this Provisional Order) for which no more than 5% of Offered Calls are abandoned by Domestic Customers,
 - 6.2. By 8 March 2019, ensure that its “ring back “or “interactive voice response system” offers a call back to all Domestic Customers that have been in its call queue for longer than 2 minutes. Where a Domestic Customer requests the ring back service before 14:00 hours and is not available when they become ‘first in the call queue’, Solarplicity shall attempt to return the call within the same working day at a later time. Where the Domestic Customer makes a request for the ring back service after 14:00 hours, Solarplicity shall contact the Domestic Customer by no later than 17:00 hours the next working day. Where the Domestic Customer requests the ring back service on a Saturday, the next working day will be Monday.
 - 6.3. Produce and submit to the Authority weekly reports of the total number of telephone calls received along with the raw data from which they are derived. The first report shall be submitted by 13:00 hours on 4 March 2019. Each subsequent report shall be submitted on the Monday of each week¹ after 4 March 2019 by 13:00 hours. These reports must also include the following data for each reporting week:
 - 6.3.1. the Average Call Waiting Times and the Maximum Call Waiting Times;
 - 6.3.2. the number of calls which have dropped out of the call queue or have otherwise been disconnected and the length of the call waiting times preceding the disconnection;
 - 6.3.3. the maximum, minimum, average, median and standard deviation of call durations of calls which are answered by Solarplicity customer service agents (excluding calls connected as a result of a call back request);
 - 6.3.4. the number of call back requests and the day and time of the call back request, the day and time the Domestic Customer was called back and the length of time spent on the call with a Solarplicity customer service agent; and
 - 6.3.5. the numbers of staff answering calls on each day and the time periods for which those numbers of staff were answering calls on each day.

¹ If the Monday falls on a public bank holiday, please submit on Tuesday of that week.

- 6.4. By 8 March 2019 to have a process in place to record the contents of and to acknowledge all emails and all other contact from Domestic Customers (including contact via post, web chat and social media but excluding telephone calls) (“Customer Contacts”) sent to Solarplicity (via the internet or any alternative route) in a timely and efficient manner. This must include emails or other Customer Contacts containing any complaint from Domestic Customers. In particular, all emails and Customer Contacts received by Solarplicity must be:
- 6.4.1.acknowledged within 2 working days from the date of receipt; and
 - 6.4.2.if the subject matter of the email or Customer Contact cannot be resolved within 10 working days from the date of receipt, Solarplicity must provide the Authority and the Domestic Customer with an explanation for the delay and date for resolution.
- 6.5. To produce and submit to the Authority reports, the first of which shall be submitted on 11 March 2019 by 13:00 hours and all subsequent reports to be submitted on the Monday of each following week by 13:00 hours. These reports shall set out the following data for each reporting week:
- 6.5.1.the total number of emails and other Customer Contacts received from Domestic Customers broken down by week from 24 February 2019;
 - 6.5.2.the total number of emails and other Customer Contacts which received an acknowledgement within 2 working days of receipt;
 - 6.5.3.the total number of emails and other Customer Contacts where the subject matter was resolved within 10 working days and what the subject matter was;
 - 6.5.4.the total number of emails and other Customer Contacts where the subject matter was not resolved within 10 working days, what the subject matter was and 20 Randomly² selected email samples of such correspondence with Domestic Customers.
 - 6.5.5.for provisions 6.5.1 and 6.5.2. if the Domestic Customer contacts Solarplicity after the initial Customer Contact regarding the same issue and it has not yet been resolved, this must be counted as an additional contact. However, if Solarplicity contacts the Domestic Customer regarding the same issue, this not to be counted as additional contact.
- 6.6. By 22 March 2019, to ensure that:
- 6.6.1.all emails and Customer Contacts which have not yet been acknowledged by 22 February 2019 receive a response and thereafter follow the process in provision 6.4;
 - 6.6.2.each such response addresses the subject matter of the outstanding emails or Customer Contact it is responding to. If the matter cannot be resolved Solarplicity shall provide an explanation to the Authority when providing the report required by paragraph 6.7 by 25 March 2019;

² This definition is defined in Annex 1.

6.6.3. if the email or Customer Contact set out in 6.6.1 was a complaint and it was not resolved within 56 days, the Domestic Customer is signposted to the Energy Ombudsman;

6.7. provide a report to the Authority by 25 March 2019 to show that the actions in provisions 6.6.1 – 6.6.3 have been completed.

7. To ensure that it has complaint handling processes which comply with regulations 4, 5, 6 and 7 of the CSHRs. In particular, (but without prejudice to the broader requirements of provision 5) Solarplicity shall:

7.1. record all complaints and resolution in a timely and efficient manner;

7.2. monitor the workload of its Domestic Customer service function and allocate and maintain adequate resources for complaints handling;

7.3. signpost consumers (by sending a written notice (deadlock letter) of their right to refer their complaint) to the Energy Ombudsman where it becomes aware that it is not able to resolve a consumer complaint to that relevant consumer's satisfaction or if the complaint has been outstanding for 56 days;

7.4. produce and submit to the Authority weekly reports to show that the actions required in provisions 7.1 – 7.3 have been completed. The first report shall be submitted on 4 March 2019 by 13:00 hours and be submitted on each following Monday by 13:00 hours.

Identification of Domestic Customers in a Vulnerable Situation

8. To ensure that it has a process to identify Domestic Customers in a Vulnerable Situation which is compliant with SLC 0.3 d(i) and to ensure that it applies SLCs 0.3 a), b) and c) to the Domestic Customers identified as being in a Vulnerable Situation in a manner compliant with SLC 0.3 d(ii), in particular: SLCs 0.3 a) by behaving in a fair, honest, transparent, appropriate and professional manner which takes into account the Vulnerable Situation; 0.3 b(i) by providing information which is complete accurate and not misleading in a manner which takes into account the Vulnerable Situation; 0.3 c (i) by making it easy for each Domestic Customer in a Vulnerable Situation to contact it; 0.3 c(ii) by acting promptly and courteously to put things right when it makes a mistake in a manner which takes account of the Vulnerable Situation; and 0.3 c (iii) otherwise ensuring, in a manner which takes account of the Vulnerable Situation, that its customer services arrangements are complete, thorough, fit for purpose and transparent. In particular, Solarplicity shall:

8.1. By 15 March 2019, and weekly thereafter in advance of producing the reports required by 8.2, review all Domestic Customer accounts to determine whether the Domestic Customer is in a Vulnerable Situation;

8.1.1. The reports required by 8.1 and 8.2 shall include the following:

8.1.1.1. the criteria used in the review process required by 8.1 to determine whether each Domestic Customer is in a Vulnerable Situation;

8.1.1.2. the total number of Domestic Customers identified as being Domestic Customers in a Vulnerable Situation and the reason why they have been identified as being vulnerable;

8.1.1.3. the total number of Domestic Customers who have been added to the Priority Services Register once they were identified as being in a Vulnerable Situation;

8.1.2. for each Domestic Customer identified as being in a Vulnerable Situation, what customer service arrangements are in place to ensure that it applies SLCs 0.3 a), b) and c) in a manner which takes account of the Domestic Customer's Vulnerable Situation.

8.2. The first report required by 8.1 shall be submitted on 18 March 2019 by 13:00 hours with subsequent weekly reports to be provided on the Monday of each week by 13:00 hours. The weekly reports must include any additional Domestic Customers who have been identified as being in a Vulnerable Situation.

Domestic Customers in payment difficulty

9. To ensure that it has a process by 15 March 2019, compliant with SLC 27.5, to offer the services set out in SLC 27.6 when it becomes aware or has reason to believe that a Domestic Customer is having or will have difficulty in paying all or part of the Charges. In particular, Solarplicity shall:

9.1. Produce and submit reports to the Authority setting out:

9.1.1. the total number of Domestic Customers identified as having (or who will have) difficulty paying (customers with a vulnerability or who are on the Priority Services Register should be easily identifiable);

9.1.2. the total number of Domestic Customers identified as having (or who will have) difficulty paying who have elected to make payments by regular instalments in terms of SLC 27.6 a) (ii). The date the repayment plan was set up with the Domestic Customer, the length of the repayment plan and the value of each repayment instalment shall be included;

9.2. The first report required by 9.1 shall be submitted on 18 March 2019 by 13:00 hours with subsequent weekly reports to be provided on the Monday of each week by 13:00 hours. The weekly reports must include any additional Domestic Customers³ who have been identified as having (or who will have) difficulty paying.

Contract renewal

10. To ensure that it has a process in place to issue a SLC 22C Statement of Renewal of Terms in accordance with SLC 22C.3 and to remedy any defective performance of its obligations under SLC 22C. In particular, (but without prejudice to the broader requirements of SLC 22C), Solarplicity shall:

10.1. By 8 March 2019 review all of its Domestic Customer accounts in order to identify each occasion where it should have issued an SLC 22C Statement of Renewal of Terms in accordance with SLC 22C.3 and failed to do so for the period 1 May 2017 to 22 February 2019;

³ Please ensure the 'additional customers'; are clearly identifiable.

- 10.2. By 8 April 2019 have issued a notice to each Domestic Customer to whom it failed to issue an SLC 22C Statement of Renewal of Terms, which contains the information required by SLC 22C.3 and also includes:
- 10.2.1. the date that the fixed term period of the Domestic Customer's Fixed Term Supply Contract came to an end;
 - 10.2.2. a statement explaining what arrangements it put in place once that Fixed Term Supply contract came to an end, including details of the tariff that the Domestic Customer was subject to once the Fixed Term Supply Contract came to an end; and
 - 10.2.3. Information about how the Domestic Customer may now terminate their contract with it without being charged a Termination Fee in accordance with SLC 22C.6.
- 10.3. By 8 March 2019, ensure that all Customers not sent an SLC 22C Statement of Renewal of Terms will be subject to either the Relevant Cheapest Evergreen Tariff or Relevant Fixed Term Default Tariff in accordance with SLC 22C.7.
- 10.4. produce and submit a report to the Authority setting out the number of Customer Accounts identified at 10.1 and weekly thereafter, a report setting out the number of Domestic Customers who have received the notice required by 10.2.
- 10.5. From the date of this Provisional Order, in accordance with SLC 22C.4 a), issue the SLC 22C Statement of Renewal of Terms to each Domestic Customer 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;
- 10.6. Provide weekly reports to the Authority demonstrating ongoing compliance with SLC 22C and paragraph 10.5 of this Provisional Order.
- 10.7. The first reports required by 10.4 and 10.6 shall be submitted on 11 March 2019 by 13:00 hours. Subsequent weekly reports must be provided on the Monday of each week by 13:00 hours. The weekly reports must show progress and include any additional Domestic Customer accounts where it has been subsequently identified that no SLC 22C Statement of Renewal of Terms has been completed in accordance with SLC 22C.3 and SLC 22C.4;

Customer transfer

11. To ensure that it has a Supplier Transfer process in place that is compliant with SLC 14A.1 by ensuring that it takes all reasonable steps to complete a Supplier Transfer within 21 days of the Relevant Date and in particular, Solarplicity shall:
- 11.1. in accordance with SLC 14A.7, take all reasonable steps to improve the systems and processes governing the Supplier Transfer process, in particular (but without prejudice to the broader requirements of SLC 14A.7) by making it easy for Domestic Customers to contact it in relation to the Customer Transfer process;
 - 11.2. by 8 March 2019 review all its Domestic Customer accounts to identify any accounts where a Supplier Transfer process requires to be completed;
 - 11.3. where, as part of the review required by 11.2 or otherwise, it identifies that a Supplier Process requires to be completed, either:

- 11.3.1. immediately take all reasonable steps to complete that process within 21 days of the Relevant Date; or
- 11.3.2. if the account is identified 21 days or more after the Relevant Date, immediately take all reasonable steps to complete the Supplier Transfer Process within 3 working days or as soon as reasonably practicable if a serious restriction to the process has been identified (this reason must be provided);
- 11.4. To produce and submit reports to the Authority setting out:
 - 11.4.1. what arrangements it has in place to ensure that it will comply with SLCs 14A.1 and 14A.7 going forward;
 - 11.4.2. the total number of Domestic Customer accounts where the Supplier Transfer process has not been completed within 21 days;
 - 11.4.3. for each Domestic Customer account in 11.4.2, whether it has completed the Supplier Transfer process by the date of the report and if so within how many days of the Relevant Date;
- 11.5. The first report required by 11.4 shall be submitted on 11 March 2019 by 13:00 hours with subsequent weekly reports to be provided on the Monday of each week by 13:00 hours. The weekly reports must show progress against all Domestic Customer accounts in 11.4.4 (where the Supplier Transfer process had not been complete by the date of the previous report) and include any additional Domestic Customers who may have fallen into the categories at 11.4.1 to 11.4.4.

Further requirements

- 12. For the purpose of securing compliance with SLC 0.3c(i), (ii) and (iii), 0.3d(i) and (ii), 14A.1, 14A.7, 22C.3, 22C.4, 27.5 and regulations 3, 4, 5, 6 and 7 of the CHSR from 22 February 2019 until Solarplicity has satisfied the Authority that it has implemented the above measures:
 - 12.1. not to acquire any New Domestic Customers, or add any Domestic Customer accounts by upgrading such accounts to dual fuel accounts;
 - 12.2. not to increase the amount of the Direct Debit agreed with each Domestic Customer in a Vulnerable Situation or who has been identified as being in payment difficulty under the terms of their contract for the supply of gas and/or electricity other than any increase in proportion to any changes to the energy market price cap, until the reviews required by paragraphs 8.1 and 9 have been completed and the Authority is satisfied, further to reviewing Solarplicity's reporting requirements, that these Domestic Customer accounts have been managed appropriately. For the avoidance of doubt, if Solarplicity increases the amount of the Direct Debit of a Domestic Customer who is later, either as part of the review required by 8.1 or 9 or otherwise, identified as a Domestic Customer in a Vulnerable Situation or who has been identified as being in payment difficulty, Solarplicity must immediately decrease the amount of that customer's Direct Debit and refund to that Domestic Customer any additional sums it has paid to Solarplicity as a result of the increase in the amount of the Direct Debit;

- 12.3. not to use debt collection agents to pursue debts from Domestic Customers in a Vulnerable Situation or who have been identified as being in payment difficulty under the terms of their contract for the supply of gas and/or electricity, until the reviews required by paragraphs 8.1 and 9 have been completed and the Authority is satisfied, further to reviewing Solarplicity's reporting requirements, that these Domestic Customer accounts have been managed appropriately.

This order shall cease to have effect on 22 May 2019 unless confirmed by the Authority on or before that date.

Dated: 22 February 2019

Signed

Charles Hargreaves
Deputy Director, Enforcement
Duly authorised on behalf of the Gas and Electricity Markets Authority

ANNEX

Meaning of terms

“Average Call Waiting Times” means the average time taken to answer all calls received between 09:00 and 17:30 Monday to Friday and 09:00 and 13:00 on Saturday during the week prior to each relevant reporting deadline specified in this Provisional Order.

“Maximum Call Waiting Times”: means the maximum time taken to answer all calls received between 09:00 and 17:30 Monday to Friday and 09:00 and 13:00 on Saturday during the week prior to each relevant reporting deadline specified in this Provisional Order.

“New Domestic Customer”: means a Customer who is not supplied by Solarplicity at Domestic Premises and has not, on or before 22 February 2019, concluded a contract with Solarplicity (or any of its group companies) in terms of which the Customer has agreed to be supplied with energy at their Domestic Premises.

“Offered Calls” means the total of number of calls received between 09:00 and 17:30 Monday to Friday and 09:00 and 13:00 on Saturday during the week prior to each relevant reporting deadline specified in this Provisional Order.

“complaint” means any expression of dissatisfaction made to Solarplicity, related to any one or more of its products, its services or the manner in which it has dealt with any such expression of dissatisfaction, where a response is either provided by or on behalf of Solarplicity at the point at which contact is made or a response is explicitly or implicitly required or expected to be provided thereafter.

“Randomly selected” means the emails must be selected in chronological alphabetical order. E.g. First customer’s surname must begin with an ‘A’, if this is not possible move to B and so on.