

EWOV submission on the proposed billing exception approval for Greater Western Water

Executive Summary

The Energy and Water Ombudsman Victoria (EWOV) has been handling complaints that have arisen from Greater Western Water's (GWW) new billing system for over a year. In the twelve months to 30 June 2025, EWOV received five times as many complaints about GWW than we usually do, and since then we have received over 850 additional complaints.

EWOV's complaint data has provided EWOV with extensive insight regarding the problems faced by consumers from either not receiving bills or receiving incorrect bills, many of whom report financial hardship, stress, and unresolved concerns.

EWOV therefore appreciates the need for GWW to focus on ensuring that its billing system is restored to full functionality and understands the Essential Services Commission's (the Commission) desire to assist this through the proposed billing exemption and Enforceable Undertaking. However, we consider that the level of difficulties being experienced by GWW customers from the ongoing billing issues, and the availability of alternative relief beyond the Water Industry Standard, may mean the objectives of the billing exemption are not fully realised.

From EWOV's perspective, for complaints that are escalated to us, we would need to consider not just the matters addressed by the Commission, but also the continued existence of contractual and other obligations that GWW owes to its customers. This means that for some GWW customers, the relief they could obtain through EWOV may be beyond that covered by in the Enforceable Undertaking.

EWOV's feedback is set out in five main sections.

1. Background
2. The proposed billing exemption
3. The proposed Enforceable Undertaking
4. Access to EWOV
5. EWOV's approach

1. Background

GWW launched a new billing system in May 2024 and experienced several technical issues with the implementation of the billing system. This caused various compliance issues including GWW's failure to issue bills in accordance with its usual quarterly billing cycle. Problems with new billing systems are not uncommon, and other member companies from both the water and energy sector have faced these issues previously.

In this background section, we set out the Commission's role compared to EWOV's role, noting EWOV's obligations under its own Charter.

The role of the Essential Services Commission

The Commission is the independent regulator of essential services whose purpose is to promote the long-term interests of Victorian consumers.¹ In doing so, the Commission must have regard to the price, quality and reliability of essential services, including for Victoria's water sector.²

The Water Industry Standards

The Commission is responsible for the *Water Industry Standards – Urban Customer Service* (the Water Industry Standard). The Water Industry Standard sets out a water business' responsibilities and obligations owed to its customers, including that a water business' billing cycle must be at least quarterly, unless otherwise approved by the Commission.³

Under the Water Industry Standard, if a water business issues a bill outside the quarterly billing cycle, the water business may be subject to limitations on the amount of usage and network charges it can recover through that bill.

The Water Industry Standard contains a four-month back-billing limitation for undercharged amounts,⁴ as do the equivalent energy provisions that the Commission has put in place.⁵ The Commission has informed both the energy and water sectors that a failure to issue a bill on time, or at all, will amount to undercharging.⁶

Consumer protections for billing errors when the consumer is not at fault have been a consistent and integral part of the consumer protection framework in both the energy and water sectors. The underlying rationales for these protections relate to ensuring consumers have continued access to essential services, adequate support when facing payment difficulties, and that consumers do not unreasonably bear the cost of an energy or water provider's billing error.⁷

EWOV's role

EWOV provides free, fair and independent dispute resolution services for Victorian consumers by receiving and resolving energy and water complaints. We work to ensure fair and reasonable outcomes when energy and water problems arise.

EWOV does not provide outcomes that are aimed at punishing an energy or water provider for making an error. EWOV's jurisdiction is focused on considering what loss, if any, a consumer suffers due to any relevant errors caused by the energy or water provider and assessing a fair and reasonable outcome that is appropriate and proportionate to remedy the loss suffered.

We use our unique data insights about consumers' experiences of the Victorian energy and water markets to improve consumer and market outcomes, through our engagement with businesses, government, regulators and the wider community.

¹ *Essential Services Commission Act 2001* (Vic), Part 2, s.8(1)

² *Ibid*, s.8(2); Essential Services Commission, 'About us', 'What we do', (website) at [What we do | Essential Services Commission](#).

³ Water Industry Standard – Urban Customer Service, 1 July 2024, cl. 6.1(a).

⁴ *Ibid*, cl. 6.7(a).

⁵ Energy Retail Code of Practice (version 4), cl.70(2), at [Energy Retail Code of Practice \(version 4\) - final version.pdf](#)

⁶ Essential Services Commission, Guideline 2 (2025): Adjustment of Bills, 2 [Guideline 2 \(2025\): Adjustment of Bills | Essential Services Commission](#); Energy Retail Code of Practice, cl. 70(4).

⁷ See ESC, *Changing the back-billing rules for retail energy customers* (Final Decision, 8 July 2020), 4 – 5; *Energy Fairness Plan*, Terms of Reference for the Essential Services Commission, [backbilling-terms-of-reference-20191217.pdf](#); and ESC, *Water Codes Review* (Final decision on Water Industry Standards, 27 September 2022), 26 at [C 22 22337 FDP - Water Code Review - Final decision paper on Water Industry Standards 20220907.docx](#).

EWOV's obligations under the EWOV Charter

EWOV's Charter sets out EWOV's obligations. It explains that when handling complaints, or making procedures for complaints, EWOV will consider:

- relevant laws
- any relevant licence
- any relevant industry code
- good practice
- any benchmarks the Commonwealth Government publishes about dispute resolution schemes; and
- what is fair and reasonable.⁸

Through our dispute resolution function we also aim to uphold principles of natural justice, access, effectiveness and community awareness.⁹

To ensure that we can meet these requirements when handling consumer complaints against energy and water providers, we follow a fair and reasonable investigation framework.¹⁰ The framework provides structured, objective criteria to help guide consistent case handling and outcomes based on a reasoned and logical approach. This framework ensures procedural fairness and requires EWOV to consider the interests and positions of both consumers and the energy and water providers involved in individual complaints. In doing so, EWOV is not limited to the laws or regulations which the Commission is responsible for, and the framework requires EWOV to consider other rights and obligations such as contractual rights, equitable rights and rights under the Australian Consumer Law.

2. The proposed billing exemption

The Commission is considering approving a billing cycle exception to enable GWW to issue bills outside the usual quarterly billing period (billing exemption). This is proposed because GWW has not been able to, and cannot currently commit to, issuing bills to some consumers in the required quarterly billing cycle.¹¹

EWOV acknowledges the ongoing difficulties GWW is experiencing with its billing system and the need to rectify these problems and restore appropriate service levels.

EWOV supports an approach that is clear, practical, achievable and fair to both consumers and GWW, noting that any billing exemption or proposed undertaking should appropriately balance:

- the continued water supply that consumers have received during GWW's billing errors
- adverse consumer impacts caused by the billing errors that were not the consumers' fault
- consumer risk of increased payment difficulty and debt collection which may lead to potential restriction of a consumer's water supply
- GWW customers' limited ability to minimise or mitigate risks caused by GWW, given the monopoly environment within which GWW operates
- consumers' reasonable expectations that representations made regarding available protections and their accrued rights could be relied on to protect against bill shock.

⁸ EWOV Charter, cl.1.5 at [Energy and Water Ombudsman \(Victoria\) Charter](#).

⁹ Ibid, cl.1.7.

¹⁰ See [Our fair and reasonable investigation framework | EWOV](#)

¹¹ Engage Victoria, Essential Services Commission's Proposed billing exception approval for Greater Western Water, (website) [Proposed billing exception approval for Greater Western Water | Engage Victoria](#).

EWOV acknowledges the Water Industry Standard allows the Commission to approve a billing cycle that is longer than the usual quarterly billing cycle, and it is up to the Commission to decide what regulatory action it takes in response to GWW's non-compliance prior to such approval.

In this section, we set out:

- EWOV's role regarding the proposed exemption
- the impact the proposed exemption may have on consumers
- inconsistencies that may arise between the proposed exemption and other consumer rights.

EWOV's role regarding the proposed exemption

EWOV's Charter explains that EWOV does not handle complaints about government policies, laws, licences and codes.¹² EWOV therefore does not consider it may handle complaints about the Commission's decision to approve a billing cycle. However, as part of this consultation process, we wish to draw the Commission's attention to our concerns regarding the retrospective nature of the proposed billing exemption and the increased risk of consumer harms that would usually be protected under the Water Industry Standard, prior to making its final decision.

Impact on consumers of the proposed exemption

The proposed billing exemption effectively removes consumer access to the four month back-billing limitation and allows GWW to recover more charges from consumers from delayed bills than what it would otherwise be entitled to recover under the Water Industry Standard. Further, as the billing exemption is retrospective, seeking to apply from 2024, there is greater likelihood of consumers experiencing bill shock.

The current drafting of the proposed billing exemption and Enforceable Undertaking suggest GWW can:

- issue bills that include network and usage charges from several previous quarterly usage periods, including charges from 2024 and 2025 which are already delayed, without any need to stagger these bills
- issue several bills for different quarterly usage periods over a period of at least 12 months.

Based on our understanding, this may result in some GWW customers receiving multiple bills in quick succession spanning periods of 12 months and dating back as far as 2024.

We know that when unexpected bills arise, consumers of low income or in financially vulnerable situations may have to choose between paying their bill and other basic essentials such as food and medications. Vulnerability can be compounded by a high unexpected bill and the resultant accrual of debt, or if consumers enter a payment plan that is not sustainable. Additionally, bill shock and the impact of a large, unexpected bill for essential services such as water can be disproportionately harmful given access to water and essential services underpins basic living standards, health and wellbeing.

Complaints that EWOV has received within the last week show consumers telling EWOV:

- They have received bills for 'eye watering' amounts that have stressed them and they did not realise they had not been paying for their bill.
- They have been placed under significant financial stress as a single income household and been forced to borrow money to pay these unexpected high bills.
- They relied on payment plans to help manage their family costs and now cannot pay for water consumed over such a long time, which they assumed had already been paid as part of their agreed payment plan.

¹² EWOV's Charter (n 8), cl. 2.10(h).

- They would have adjusted their usage had they known their water bill would be so large.

While EWOV notes there is a redress scheme available through the Enforceable Undertaking, these credits may not be sufficient to address the harm caused, particularly for more vulnerable consumers.

We also note the general presumption against retrospectivity. If approved, the exemption will likely have the effect of removing consumers' accrued rights. This is a serious action to take, with potentially significant implications. It risks eroding trust in consumer protections in utilities more generally and social licence for the Enforceable Undertaking and planned recovery of outstanding arrears in particular.

In light of this, it will be important for the Commission to support consumer trust by ensuring the Commission understands the ongoing impact of the exemption on consumers, is monitoring GWW's compliance with the terms of the Enforceable Undertaking and taking action in the event of non-compliance.

GWW will need to act consistently to secure good consumer outcomes by providing correct, clear and timely information to impacted consumers about access to payment support. It will also need to ensure their customer-facing and complaint-handling staff are trained and supported to provide appropriate assistance, and can identify and escalate risks to consumer wellbeing, so these can be quickly addressed at individual and systemic levels.

Inconsistency with other accrued consumer rights

When handling consumer complaints, EWOV must consider the relevance and application of other laws and consumer protections that operate alongside rights under the Water Industry Standards. EWOV's consideration of 'relevant laws' is a standalone obligation under EWOV's Charter.¹³ EWOV also has a separate 'fairness' benchmark it must meet under the Government's Benchmarks for Industry-based Customer Dispute Resolution.¹⁴

In practice, this means EWOV must appropriately consider all relevant aspects of a consumer's complaint, including other applicable laws and causes of action. It includes the terms and conditions of GWW's Customer Charters and direct debit service agreements, which may not be amended by the billing exemption. It means that consumers who cannot access relief under the Water Industry Standard may be able to seek relief from other sources of rights and protections. EWOV is required to consider these additional avenues for consumers who seek our services to resolve complaints against GWW.

Accordingly, if EWOV assesses that GWW has not met its obligations sitting outside of the Water Industry Standards, EWOV may determine that GWW needs to provide the consumer with a remedy appropriate to redress the failure to meet that obligation.

In this section, we set out EWOV's understanding of these other obligations, including:

- GWW's Residential Customer Charter
- GWW's direct debit commitments
- Australian Consumer law and other obligations.

¹³ EWOV's Charter (n 8), cl. 1.5(a).

¹⁴ Ibid, cl. 1.5(e).

GWW's Residential Customer Charter

GWW's residential water customers do not receive individual supply or service contracts. The rights and obligations that exist between GWW and its residential customers are set out in GWW's Residential Customer Charter (Customer Charter).¹⁵ A similar but separate charter is available for business and non-residential customers.¹⁶

The Customer Charter currently available on GWW's website informs consumers that it provides information on the services GWW delivers between 1 July 2024 to 30 June 2028 and the standards that apply to those services.¹⁷

The Customer Charter informs consumers that they will be billed for their water consumption based on actual or estimated reads at a minimum of once every three months.¹⁸ The Customer Charter also informs consumers of GWW's obligations when things don't go to plan. This includes when there have been instances of overcharging or undercharging and that if consumers are undercharged:

- any identified undercharging over the past four months will be recovered in full, and
- any identified undercharging prior to the past four months, that is not a consequence of illegal use of water, will be forgiven.¹⁹

EWOV notes this version of the Customer Charter came into effect in July 2024, after GWW's billing issues started in May 2024 and is still current. Consequently, GWW has continued to contract with consumers on the basis of a four month back billing limitation and has continued to represent this to be the case.

In circumstances where a retrospective billing exemption is approved, the rights and obligations under the Customer Charter will likely continue to co-exist creating an inconsistency which EWOV will need to consider under its own Charter. EWOV will continue to apply the Customer Charter to individual consumer complaints where it is appropriate.

GWW's direct debit commitments

GWW's Customer Charter provides consumers with the option to pay their bill by direct debit.²⁰ The Water Industry Standard also confirms that GWW must accept payment from customers by a direct debit arrangement and in accordance with a relevant direct debit agreement.²¹

GWW's publicly available direct debit service agreement contains terms and conditions as agreed between GWW and its customers. This is separate to the Customer Charter and separate to the Water Industry Standard. The direct debit service agreement states:

GWW will send your account to you on a quarterly basis. The direct debit payment will be processed on the due date shown on your account or for the agreed dates if you have entered into a payment arrangement. GWW will not alter the frequency of direct debit payments without consulting you and seeking prior approval. Any changes by us will require 30 days' notice in writing.²²

The proposed billing exemption does not change the terms of any existing direct debit agreements between GWW and some of its customers, or the direct debit obligations under the Water Industry Standard.

¹⁵ Greater Western Water, Residential Customer Charter 2024 – 2028, 1.1, [GWW Customer Charter Residential.pdf](#).

¹⁶ Greater Western Water, Business & Non-residential Customer Charter 2024 – 2028, [GWW Customer Charter Business Non-Residential.pdf](#).

¹⁷ GWW Residential Customer Charter (n 15) 1.1, 3.

¹⁸ Ibid, 8.2, 21.

¹⁹ Ibid, 12.1, 30.

²⁰ GWW, Residential Customer Charter (n 15) 8.4, 23.

²¹ Water Industry Standards (n 3), cl. 7.1(a)(v).

²² Greater Western Water, Direct debit service agreement, [Terms and conditions](#).

While the proposed enforceable undertaking provides impacted direct debit customers with access to an \$80 credit, EWOV's consideration of related consumer complaints will need to have regard to the contractual obligations under the direct debit service agreement. This is in addition to any representations made in the Customer Charter regarding quarterly bills and a consumer's entitlement to have charges forgiven in certain circumstances.

For example, a consumer recently raised a complaint with EWOV stating they had direct debit in place for years. During a period of being unwell they did not check their bills or bank accounts. Having checked their latest bill they say they got a 'huge' shock and became extremely stressed, with no savings to access. They had direct debit set up on pay day for all their bills specifically to avoid these kinds of shocks.

Where relevant to a consumer's complaint against GWW, the impact of any inconsistency between the proposed billing exemption and the direct debit service agreement will need to be considered by EWOV and balanced against all other aspects of the complaint to arrive at a fair and reasonable outcome. In doing so, EWOV will likely consider whether GWW's conduct resulted in a breach of the direct debit service agreement or of any other representations made regarding direct debits, what loss if any arose due to such breaches and whether the redress available under the Enforceable Undertaking appropriately remedies the consumer's loss.

Australian Consumer law and other obligations

In addition to contractual rights, consumers are entitled to protections under the Australian Consumer Law,²³ including protections against conduct that is misleading or deceptive or likely to mislead and deceive.²⁴

Complaints may arise where GWW made continuing representations through the Customer Charter, the direct debit service agreements and on the bills that have been issued, regarding regular billing cycle, direct debit commitments, and related matters while the billing system issues were ongoing. This may particularly be the case for consumers who did not receive sufficient notification of GWW's inability to meet these commitments and the impact this would have on consumers.

Further, many consumers will have arranged their finances in reliance on those representations. They may have entered or continued to rely on direct debit arrangements and budgeted on the expected billing cycle, rather than reserving funds for delayed lump-sum bills.

In such cases, EWOV considers that equitable principles, including change of position, may be relevant to the appropriate resolution of individual complaints, because consumers cannot now reverse expenditure or recover budgeting choices that were made in good faith on the footing of GWW's representations.

EWOV anticipates that, for individual consumer complaints, we may need to balance these considerations to assess whether there have been consumer harms caused by GWW's conduct, which reasonably require an appropriate remedy that is beyond that provided under the redress offered through the Enforceable Undertaking.

3. The proposed Enforceable Undertaking

While the Commission's consultation relates to the proposed billing exemption, EWOV takes this opportunity to comment on additional but related matters regarding the Enforceable Undertaking. These include:

- errors in the application of concessions
- billing accuracy and the risk of sending bills to incorrect customers

²³ *Competition and Consumer Act 2010* (Cth), Schedule 2 (Australian Consumer Law); *Australian Consumer Law and Fair Trading Act 2012* (Vic), s.7.

²⁴ *Australian Consumer Law*, s.18.

- issues with relying on GWW billing information
- clarity of delayed bills
- the complexity of the terms of the Enforceable Undertaking.

Errors in application of concessions

EWOV notes that GWW has admitted it failed to correctly apply concessions under clause 6.3 of the Water Industry Standard and failed to inform, repay or credit consumers who were overcharged due missing concessions, in contravention of clause 6.7(d).²⁵ There does not appear to be any separate redress available for these consumers in the Enforceable Undertaking even though the cohort of consumers who are entitled to concessions may be disproportionately impacted by simple billing errors.

It is essential that concessions are applied correctly so lower income consumers or those experiencing other challenges are not unfairly disadvantaged and placed in arrears as a result of GWW's concession errors.

While EWOV will consider GWW's obligations regarding overcharged amounts under the Customer Charter and Water Industry Standard for consumer complaints received about incorrect concessions, EWOV encourages the Commission to consider whether an additional undertaking is required to separately address errors in the applications of concessions.²⁶

Billing accuracy and the risk of sending bills to incorrect customers

EWOV notes that GWW has experienced known privacy issues with bills being sent to unauthorised third parties. This is detailed in the Office of the Victorian Information Commissioner's (OVIC) report of August 2025.²⁷ OVIC explained that GWW's privacy issues include bills being sent to the wrong people and the wrong physical or email address, the risks of which includes disclosing personal information to perpetrators of family violence and estranged family members.²⁸

EWOV has continued to receive complaint referrals that indicate GWW may still be experiencing issues with identifying the correct account holder and address for the delivery of bills.

Both the Water Industry Standard and GWW's Customer Charter include privacy and confidentiality obligations on GWW. It is GWW's responsibility to ensure bills are issued to the correct customer at the physical or electronic address specified by the customer.²⁹ GWW must also promote customer safety by securely handling information about those who are affected by family violence and in a manner that maintains confidentiality.³⁰

EWOV acknowledges that the annexure to the Enforceable Undertaking includes a compliance improvement plan, however the details of that plan suggest the accuracy of GWW's system may not be fully known or realised by GWW until six to nine-months after the commencement of the Enforceable Undertaking.

EWOV is concerned that there is not appropriate recognition of these ongoing risks in circumstances where GWW's system does not yet appear to be repaired to the point where it can

²⁵ Essential Services Commission's Proposed billing exception approval for Greater Western Water and enforceable undertaking, (n11) cl. 3.2(e).

²⁶ Note, GWW has previously committed to providing a \$50 rebate to customers who hold an eligible concession card. See [Greater Western Water: delayed billing | Essential Services Commission](#).

²⁷ Office of the Victorian Information Commissioner (OVIC), 'Report on the privacy impacts of Greater Western Water's migration to a new billing and payment system', August 2025, at [Report on the privacy impacts of Greater Western Water's migration to a new billing and payment system](#).

²⁸ Office of the Victorian Information Commissioner (OVIC), 'Report on the privacy impacts of Greater Western Water's migration to a new billing and payment system', 5.

²⁹ Water Industry Standards, (n 3) cl. 6.2(a).

³⁰ Ibid, Part C, cl. 11.1(a)(iii); and GWW, Residential Customer Charter (n 15) 5.2, 14.

correctly identify all account holders and billing addresses. This risk is significant for those affected by family violence.

Issues with relying on GWW's billing information

EWOV anticipates that we will see more consumers contacting us about account discrepancies and inaccurate billing. EWOV's investigators are likely to need to assess whether the consumer's bill was issued correctly and with the right information to assess any credit available under the Enforceable Undertaking. This is because the billing exemption and access to the redress scheme depend on whether a bill was issued by 1 September 2025 and the period of delay from the quarterly usage period (as defined in the Enforceable Undertaking) to the date of issue under the billing exemption.

EWOV will be required to balance the credibility of GWW's account and billing information against the consumer's position relating to the relevant usage period, the length of delay, whether there was any notification of the delays, and if the bill was issued correctly.

Clarity of 'delayed bills'

EWOV also notes that the Enforceable Undertaking refers to 'delayed bills after the commencement of the Undertaking'. It then sets out a credit scheme depending on the length of the delay experienced.

For example, clause 14 of the Enforceable Undertaking is titled 'Redress for future late bills' and depends on whether the consumer has experienced a delay of between four and twelve months, from the end of the quarterly usage period to be billed.

As noted above, the Commission has confirmed that delayed bills are treated as undercharging. The reference to delayed bills may therefore cause confusion as to whether the undercharging provisions under clause 6.7(a) of the Water Industry Standard still apply even with the billing exemption. EWOV considers this confusion may be avoided with further clarification or amended wording.

Complexity of the proposed enforceable undertaking

Based on the complaints EWOV is receiving from GWW consumers, we are concerned that GWW may have difficulty in implementing the terms of the Enforceable Undertaking, particularly given its complexity.

The Enforceable Undertaking includes three different charge categories, for 2024 charges, January – March 2025 charges, and April 2025 to June 2026 charges. Consumer entitlement to redress and the amount of that redress for these different categories will depend on several factors, including:

- whether a bill for delayed charges was issued before 1 September 2025
- whether a notice in compliance with the Enforceable Undertaking was issued to customers
- whether the bills issued under the proposed billing exemption include charges from previous quarterly usage periods from seven or more months before the next bill, and
- whether the bills issued under the proposed billing exemption for 2025 or 2026 charges include quarterly usage periods that are already delayed between 4 and 12 months.

This will require GWW to implement a process that can assess each account, confirm the account details are correct, confirm when their bills were last issued (correctly) and confirm the period of delay experienced for the relevant quarterly usage periods. All of this is required at considerable scale and at the same time as GWW is implementing its Compliance Improvement Action Plan, managing its direct debit function, implementing customer contact improvements and other action required as part of the Enforceable Undertaking.

The complexity exposes GWW to greater risk of errors or perceived errors which may consequently drive even higher complaints to both GWW and EWOV.

4. Consumer access to EWOV

We thank the Commission for including a requirement that the Independent Auditor consults with EWOV when conducting the Implementation Reviews.³¹ As the external dispute resolution scheme exposed first-hand to the accounts of consumer experiences, EWOV is an important source of data and information regarding GWW's compliance with the Enforceable Undertaking and its Compliance Action Improvement Plan. This information ensures the Independent Auditor has access to a broad and balanced scope of information which will provide insights into GWW's continued operations under the new billing system and Enforceable Undertaking.

EWOV also appreciates being included as the appropriate referral point for GWW's customer billing complaints under clause 19 of the Enforceable Undertaking and clause 1.4 of the Annexure.

EWOV reiterates that all GWW customers can access EWOV's impartial external dispute resolution services irrespective of whether their bills or circumstances fall within the scope of the above clauses. While we acknowledge and appreciate that the clauses require GWW to notify consumers of EWOV at an earlier stage than GWW usually would (when delays occur and before the end of GWW's internal dispute resolution process) we query whether the clauses referencing EWOV can be simplified for consumer accessibility. If all GWW customers are informed of their right to complain to EWOV at an early stage and for the duration of the Enforceable Undertaking, it will ensure equal access and that EWOV can provide the Independent Auditor with complete and accurate complaint data, including the improvement of these experiences as the errors are fixed.

5. EWOV's approach

EWOV acknowledges the difficulty GWW is experiencing following the introduction of its new billing system with meeting its obligations under the Water Industry Standard, its Customer Charters and direct debit service agreements.

EWOV notes the approval mechanism that the Commission has activated in order to provide GWW with the opportunity to return its systems and processes back to appropriate service levels but has some concerns in relation to its retrospective application. EWOV acknowledges the Commission has sought to address harms caused to consumers by requiring GWW to waive some bills and provide credits in specified circumstances.

However, under its own Charter, EWOV's remit to consider laws and regulations is not limited to the Water Industry Standards or the provisions of the Enforceable Undertaking. In fulfilling EWOV's role to independently and fairly assess consumer complaints EWOV will consider the application of other obligations owed by GWW to its customers.

As an example, for some individual consumers, despite the operation of the billing exemption, EWOV may assess that it is fair and reasonable for GWW to limit its recovery of undercharged amounts to four months, where this is consistent with GWW's Customer Charter or other representations made. In these circumstances, any credits already applied would be taken into account.

EWOV is grateful for the opportunity to explain to the Commission how EWOV's role and related consumer complaints are likely to be impacted. We thank the Commission for considering this feedback and welcome the opportunity to discuss these matters further if the Commission wishes.

³¹ Essential Services Commission's Proposed billing exception approval for Greater Western Water and enforceable undertaking (n 11), *Annexure A to Undertaking: Compliance Improvement Action Plan*, cl.12.