
Report – Energy Ombudsman Biennial Review 2021-2023

1. Context

- 1.1. The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 were introduced in 2015, revising the required standards for such redress schemes. Ombudsman Services, now the Energy Ombudsman (**ADR entity**) were approved to be the provider of the Alternative Dispute Resolution (ADR) service for the GB gas and electricity markets. Schedule 3 of the regulations set out the requirements that a competent authority (**Ofgem**) must be satisfied that the ADR entity meets. Under provision 11.3, the ADR entity must, within a month of the second anniversary of the approval date and within a month of the expiry of each successive period of two years, supply Ofgem with the information in Schedule 6 relating to the preceding two-year period. It is then the responsibility of Ofgem under provision 12 to review the information and assess whether the ADR entity still meets the requirements in Schedule 3.
- 1.2. This document sets out each of the areas and individual requirements listed under Schedule 3. Each requirement has been individually assessed to determine whether the ADR entity still meets the requirements.
- 1.3. The current assessment was informed by additional examination of a sample of completed case reviews in both domestic and non-domestic categories undertaken by the Energy Ombudsman within the review period. We also met with the Energy Ombudsman to discuss our assessment of the case reviews and understand more fully their associated policies and procedures.
- 1.4. The Energy Ombudsman is part of the Trust Alliance Group. Ofgem is aware that Trust Alliance Group commissioned an independent review to assess the Energy Ombudsman's performance. As Ofgem's biennial review focuses exclusively on the Schedule 3 requirements the independent review findings are not considered.

2. Summary

- 2.1. This review has determined that the Energy Ombudsman continues to meet the Schedule 3 criteria to the extent necessary to retain its status as ADR provider. Where areas for improvement have been identified recommendations have been made.
- 2.2. The previous Energy Ombudsman biennial review (2019-2021) made various recommendations for improvement, listed below. We consider that the recommendations for criteria 2.2i, 2.2j, 2.2m, 2.2o, 3.3a have been satisfactorily implemented.

Recommendations from 2019-2021 assessment		
	Criterion	Ofgem’s observations on areas for improvement
2.2i	permits the consumer to file an initial complaint submission by post if the consumer wishes	The Energy Ombudsman webpage “Our process” explains a dispute can be filed for free via website, post, email or telephone. Postal information can be found by using the Contact Us option or when registering a complaint. ¹
2.2j	enables the consumer to progress their complaint via a range of methods, including telephone, email, and post	The Creating a Case page on the Energy Ombudsman website details the available contact methods - telephone, postal address, and e-mail address, and explains information can either be provided to the Energy Ombudsman through the Dispute Resolution Platform (online) or throughout these contact means. ²
2.2m	provides a wide range of translation services for those consumers that do not speak English as their first language, including a Welsh Language Service and additional services for those that are hearing or visually impaired	In their response, the Energy Ombudsman explains they work with TW Languages who provide translation services in over 200+ languages (including Welsh), helping to support access. Additional services include British Sign Language interpreters and documents in large print, coloured paper, audio, Braille and requests for an advocate or third party.
2.2o	offers to complete any forms that are necessary in order for the scheme to investigate the complaint (excluding any signatures that are required to give staff the authority to proceed with the investigation)	The Energy Ombudsman confirms that consumers can be contacted over the phone to submit a complaint and a Dispute Resolution Executive will offer to fill in the details on the system for the consumer. If the complaint falls inside their Terms of Reference, the Energy Ombudsman will accept the complaint without the need for any further input from the consumer. ³ The Energy Ombudsman can also provide 1:1 support throughout a consumer’s journey, including help with submitting the necessary forms if a consumer is unable or unconfident. Information about this support can be found on the website “Accessibility / Process alterations”. ⁴

¹ [Our process | Energy Ombudsman](#)

² [Creating a case with the Energy Ombudsman | Energy Ombudsman](#)

³ [Accessibility | Energy Ombudsman](#)

⁴ [Accessibility | Energy Ombudsman](#)

3.3a	ensures that officials possess a general understanding of the law and energy regulation, and the necessary knowledge and skills relating to the out-of-court or judicial resolution of energy disputes, to be able to carry out his or her functions competently	<p>The Energy Ombudsman explained that staff beginning their career within the Dispute Resolution Executive role undertake an initial six-week development programme, orienting them into the role and the organisation. The programme is facilitated by learning professionals and experienced operational personnel. The programme itself provides the theoretical and practical skills across systems, investigation, customer service, GDPR and sector knowledge. Assessments are conducted throughout.</p> <p>The Energy Ombudsman confirmed training materials are evaluated and reviewed periodically and updated in line with new legislation. A selection of training materials used was provided to Ofgem as part of the review.</p>
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2.3.Areas for improvement and recommendations from the current review period 2021-2023 are set out in Chapters 3 and 4 and consolidated within Chapter 5 of this review.

3. Review

3.1. Services offered by the body

3.1.1. The Authority must be satisfied that the body meets the requirements of:

	Criterion	Assessment	Outcome
1.1a	offers alternative dispute resolution services in relation to a domestic dispute or cross-border dispute brought by a consumer against a trader	These services are covered in the Energy Ombudsman’s Terms of Reference Clause – post 2015 1.1(a, b & c). ⁵ The Energy Ombudsman reports detail the number of disputes received, and ADR services offered for the reporting period. ⁶	
1.1b	has the power to resolve disputes by requiring that regulated providers pay compensation, give an apology and/or explanation or take some other form of action which is considered advantageous to the complainant	Terms of Reference Clause 10.3 explains the remedies the Energy Ombudsman may impose on suppliers. ⁷	
1.1c	is able to consider all types of complaint as indicated in the Gas and Electricity Regulated Providers Redress Scheme Order 2008	The Energy Ombudsman website confirms the Energy Ombudsman has a process to resolve disputes. ⁸ This aligns with its Terms of Reference Clause 3. ⁹	
1.1d	does not offer alternative dispute resolution services in relation to a domestic or cross border dispute in circumstances where an official responsible for the dispute is either employed or remunerated directly by a trader who is a party to the dispute	This is confirmed within the energy Ombudsman’s Terms of Reference and its Annexes, Clause 5.4. ¹⁰	

3.2. Access to the redress scheme

3.2.1. It is essential that the scheme is easily accessible to consumers. Several factors can impede access including a lack of awareness of the scheme, processes and procedures that prevent timely access to the scheme, and its ease of use (or perceived ease of use) across all groups of consumers including those in vulnerable situations. To ensure that these requirements are met the Authority must be satisfied that the body meets the criteria of:

⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁶ [Annual Reports | Energy Ombudsman](#)

⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸ [Our process | Energy Ombudsman](#)

⁹ [Terms of reference - post 2015 | Energy Ombudsman](#)

¹⁰ [Terms of reference - post 2015 | Energy Ombudsman](#)

	Criterion	Assessment	Outcome
2.2a	takes appropriate steps to ensure consumer awareness of the scheme, working with third parties as appropriate and accommodating consumers’ varying circumstances	The Energy Ombudsman’s Terms of Reference, Clause 1.f for Membership for participating companies includes providing information to Complainants about the Energy Ombudsman’s services. Clause 9 also includes the Energy Ombudsman’s consideration of consumers’ varying circumstances when considering a complaint. ¹¹ Consumer groups such as Citizens Advice share details of the Ombudsman. ¹²	
2.2b	periodically analyses the profile of complainants to inform its work to raise awareness of the scheme	The Consumer Action Monitor (CAM) report available on the Energy Ombudsman website details how the Energy Ombudsman has looked at the profile of its users and actions taken to raise awareness. ¹³	Recommend the Energy Ombudsman ensures the latest CAM reports are published.
2.2c	ensures that the scheme is available free of charge to consumers	On the Energy Ombudsman Home page, it’s stated the service is free. This is also covered in their Terms of Reference Clause 4.1. ^{14,15}	
2.2d	maintains procedures and processes for raising a complaint with the scheme that are easy to understand and use and are not overly bureaucratic	Energy Ombudsman website states clearly the process & procedures in a step-by-step guide of how to raise a complaint. ¹⁶	The previous review advises of “helpful videos” available on the website however these are no longer available to view. It would be beneficial for consumers to have a visual guide to the process for raising a dispute.
2.2e	maintains an up-to-date website which provides the parties to a domestic dispute or cross border dispute with information regarding	The Energy Ombudsman website provides a guide to the complaints process. ¹⁷	

¹¹ [Membership Rules for Participating Companies | Energy Ombudsman](#)

¹² [Complain to the energy ombudsman - Citizens Advice](#)

¹³ [Consumer Action Monitor | Energy Ombudsman](#)

¹⁴ [Resolve Energy Disputes | Energy Ombudsman](#)

¹⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

¹⁶ [Our process | Energy Ombudsman](#)

¹⁷ [Our process | Energy Ombudsman](#)

	the alternative dispute resolution procedure operated by the body		
2.2f	provides the information referred to in sub-paragraph (e) to a party on a durable medium, if a party requests it	The Energy Ombudsman website includes details of how they cater for requests for information in alternative mediums. ¹⁸	
2.2g	maintains an easy-to-understand guide explaining what the consumer needs to do to raise a complaint with the scheme and what the scheme's processes are for investigating a complaint must be provided to consumers contacting the scheme	The Energy Ombudsman website states the process and procedures in a step-by-step guide of how to raise a complaint. ¹⁹	
2.2h	ensures that its website enables a consumer to file an initial complaint submission and any necessary supporting documents online	The Energy Ombudsman website states the process and procedures in a step-by-step guide of how to raise a complaint. ²⁰	
2.2i	permits the consumer to file an initial complaint submission by post if the consumer wishes	The Energy Ombudsman webpage "Our process" explains a dispute can be filed for free via website, post, email or telephone. Postal information can be found by using the Contact Us option or when registering a complaint. ^{21,22}	
2.2j	enables the consumer to progress their complaint via a range of methods, including telephone, email and post	The Creating a Case page on the Energy Ombudsman website details the available contact methods - telephone, postal address, and e-mail address, and explains information can either be provided to the Energy Ombudsman through the Dispute Resolution Platform (online) or throughout these contact means. ²³	
2.2k	enables the exchange of information between the parties via electronic means or, if a party wishes, by post	The Energy Ombudsman FAQ's webpage advises what type of files can be uploaded. When a dispute is raised, an account can be created with the capacity to upload files. The accessibility page gives details of electronic and postal addresses. ^{24,25}	
2.2l	ensures that the cost to the consumer of accessing the scheme, such as the cost of making a call, is minimised	The Energy Ombudsman's FAQs webpage states that the phone number is 03 as opposed to 08 in order to minimise the cost to the consumer.	

¹⁸ [Accessibility | Energy Ombudsman](#)

¹⁹ [Our process | Energy Ombudsman](#)

²⁰ [Our process | Energy Ombudsman](#)

²¹ [Our process | Energy Ombudsman](#)

²² [Accessibility | Energy Ombudsman](#)

²³ [Creating a case with the Energy Ombudsman | Energy Ombudsman](#)

²⁴ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

²⁵ [Accessibility | Energy Ombudsman](#)

		There is no cost associated with an online application. ²⁶	
2.2m	provides a wide range of translation services for those consumers that do not speak English as their first language, including a Welsh Language Service and additional services for those that are hearing or visually impaired	In their response the Energy Ombudsman confirm they work with TW Languages who provide translation services in over 200+ languages (including Welsh), helping to support access. Additional services include British Sign Language interpreters and documents in large print, coloured paper, audio, Braille and requests for an advocate or third party. ²⁷	
2.2n	adopts processes that allow for additional help in accessing the scheme to be given to those consumers that need it. For example, this will include allowing persons to act on behalf of the relevant consumer	The Energy Ombudsman provides additional support and accessibility for those who need it and allows the complainant to be represented by an alternative party. ^{28,29}	
2.2o	offers to complete any forms that are necessary in order for the scheme to investigate the complaint (excluding any signatures that are required to give staff the authority to proceed with the investigation)	The Energy Ombudsman offer to complete forms for consumers. Information about this support can be found on the website. ³⁰	
2.2p	accepts disputes covered by Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes	No longer applicable following the UK's withdrawal from the EU.	Not applicable

²⁶ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

²⁷ [Accessibility | Energy Ombudsman](#)

²⁸ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

²⁹ [Accessibility | Energy Ombudsman](#)

³⁰ [Accessibility | Energy Ombudsman](#)

3.3. Expertise, Independence and Impartiality

3.3.1. The Authority must be satisfied that the body meets the requirements of:

	Criterion	Assessment	Outcome
3.3a	ensures that officials possess a general understanding of the law and energy regulation, and the necessary knowledge and skills relating to the out-of-court or judicial resolution of energy disputes, to be able to carry out his or her functions competently	The Energy Ombudsman response confirms the range of training staff members receive as an investigation officer, and that training materials are evaluated and reviewed periodically and updated in line with new legislation.	
3.3b	ensures that the person responsible for the scheme alone has the power to decide whether or not a complaint is within the scheme’s jurisdiction	Under Section 6.1 of the Terms of Reference, the Ombudsman has absolute discretion. ³¹	
3.3c	appoints each official for a term of office of sufficient duration to ensure the independence of that person’s actions and provides that no official can be relieved of his or her duties without just cause	There are no restrictions on the duration that the Chief Ombudsman can serve for. The current Chief has been in place since November 2023. ³² Article 61 of the Articles of Association sets out the events upon which the Chief shall vacate his/her position.	
3.3d	ensures that no official discharges his or her duties in a way that is biased as regards a party to a dispute, or the representative of a party	We found sufficient evidence that Energy Ombudsman staff are supported and quality checked during the induction programme, and throughout their employment to ensure fair and impartial decision making. The Energy Ombudsman’s Conflict-of-Interest Policy requires case handlers to declare any relationship with the consumer or supplier when allocated a case. If any such relationship is declared, the complaint will be reallocated to another case handler. ³³	
3.3e	remunerates an official in a way that is not linked to the outcome of the alternative dispute resolution procedure	The Energy Ombudsman contracts of employment state that staff are remunerated on an annual salary basis paid monthly with no link to case outcomes.	

³¹ [Terms of reference - post 2015 | Energy Ombudsman](#)

³² [Trust Alliance Group | Trust Alliance Group appoints new Group Chief...](#)

³³ [Code of Conduct.pdf](#)

3.3f	where it appoints more than one official, ensures that an official, without undue delay, discloses to the body a circumstance that may, or may be seen to— (i) affect the official’s independence or impartiality; or (ii) give rise to a conflict of interest with a party to the dispute which the official is asked to resolve	The Energy Ombudsman’s Conflict of Interest Policy requires officials to declare any relationship with the consumer or supplier when allocated a case. If any such relationship is declared, the complaint will be reallocated to another case handler.	
3.3g	ensures that the obligation to disclose a conflict of interest is a continuing obligation throughout the alternative dispute resolution procedure	Energy Ombudsman’s Conflict of Interest policy dictates that this is an ongoing consideration for ADR officials and case handlers and that case handlers are required to disclose any Conflicts of Interest.	
3.3h	ensures that in circumstances where its officials are employed or remunerated exclusively by a professional organisation or business association, the body has a ringfenced budget at its disposal which is sufficient to enable it to carry out its functions as described herein	This clause does not apply to the Energy Ombudsman as none of its ADR officials are employed or remunerated by a professional or business association.	Not applicable
3.3i	reports to a body or person independent of those subject to investigation (this does not exclude their minority representation on that body). The body or person must also be responsible for safeguarding the independence of the person responsible for the scheme	The Energy Ombudsman is part of the Trust Alliance Group. The Trust Alliance Group is governed by a board of directors, on which non-executive directors are the majority. The board ensures the independence of the Energy Ombudsman. The companies who are subject to investigation by Energy Ombudsman have no part in this board and no role in running the organisation. Biographies of all board members are available on the website. ³⁴ The board also appointed an Independent Assessor to deal with complaints. Information can be found on the website. ³⁵	
3.3j	maintains a majority of independent members on any Body or Council which appoints the person responsible for the scheme	As set out in Article 17 of the Articles of Association, non-executive directors are in the majority.	
3.3k	ensures that any terms of reference for a scheme, or changes to the terms of reference, are agreed by a body or person independent of those subject to investigation (this does	Terms of Reference clause 12.2 - Substantial amendments to the Terms of Reference (together with any definitions used within such paragraphs) may only be made by the Board and after consulting	

³⁴ [The board | Trust Alliance Group](#)

³⁵ [Unhappy with our service | Energy Ombudsman](#)

	not exclude their minority representation on that body)	with and taking due account of the views of the Sector Liaison Panel and Participating Companies and such other bodies as the Board considers appropriate. ³⁶	
3.3l	is governed such that those appointing or terminating the appointment of the person responsible for the scheme must be- (i) independent of companies that are subject to investigation (this does not exclude their minority representation on the body which is authorised to appoint or terminate); and (ii) employed for a limited tenure	<p>The Energy Ombudsman is part of the Trust Alliance Group. The Trust Alliance Group is governed by a board of directors, on which non-executive directors are the majority. The board ensures the independence of the Energy Ombudsman.</p> <p>The Energy Ombudsman confirms in their response that companies subject to investigation have no part in this board and no role in running the organisation. Board members are appointed with a tenure of three years.</p> <p>Board members are responsible for approval of appointment of the Chief Ombudsman (CEO). There is a process for renewal of Board appointments at the end of a three-year period. Renewals need to be proposed by the nominations committee.</p>	
3.3m	ensures that the governance arrangements and fee structure of the scheme shall not have a disproportionate effect on any group of members	<p>The Energy Ombudsman consider that the business model is responsive, sustainable and provides value for money. The Terms of Reference 4.1 confirms there is no cost to the taxpayer.³⁷ It is funded by those whose complaints the Energy Ombudsman handle through a combination of subscription and case fees.</p> <p>The case fee is the charge to consider a complaint – its payment is not dependent on the outcome. This means that the more complaints companies resolve in-house, the less they pay. This provides an incentive for them to improve their customer service.</p> <p>The amount Energy Ombudsman charges for the annual subscription is based on the expected fixed costs of the Energy Ombudsman and apportioned based on member size and on case volumes over the last two years.</p> <p>From recent communications with the Energy Ombudsman we understand the case fee amount is being considered. We expect the Energy Ombudsman to inform members subject to the fees of developments.</p>	

³⁶ [Terms of reference - post 2015 | Energy Ombudsman](#)

³⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

3.3n	makes provision for the person responsible for the scheme to reallocate the case fee and compensation to another scheme member, if as a result of the decision of the person responsible for scheme fault lies with that other scheme member	Under Section 10.7 of the Terms of Reference the Ombudsman will determine which participating company will pay the case fee and provide the remedy. ³⁸	
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3.4.1. Conflict of interests procedure

3.4.1. The Authority must be satisfied that the body has in place the following procedure in the event that an official declares or is discovered to have a conflict of interest in relation to a domestic dispute or cross-border dispute.

	Criterion	Assessment	Outcome
4.1a	where possible, the official is replaced by another official to handle the particular dispute	<p>The Energy Ombudsman Code of Conduct includes the organisation’s conflict of interest policy.</p> <p>If a Dispute Resolution Executive declares a conflict of interest they are required to alert their manager. The complaint will be reallocated to another Dispute Resolution Executive and the original case handler will have no further involvement in the complaint.</p>	
4.1b	if the official cannot be replaced by another official— (i) the official must refrain from conducting the alternative dispute resolution procedure, and (ii) the body must, where possible, propose to the parties that they submit the dispute to another ADR entity which is competent to deal with it	<p>The Energy Ombudsman Code of Conduct includes the organisation’s conflict of interest policy.</p> <p>If a Dispute Resolution Executive declares a conflict of interest, they are required to alert their manager. The complaint will be reallocated to another Dispute Resolution Executive and the original case handler will have no further involvement in the complaint. The Code of Conduct also sets out that colleagues should not work on cases where a conflict of interest exists.</p> <p>The Energy Ombudsman confirm they have never encountered a situation where they were unable to replace an official due to a conflict of interest. This is considered highly unlikely given the number of Dispute Resolution Executives employed and the diversity of backgrounds of the people employed.</p>	
4.1c	if the dispute cannot be transferred to another ADR entity, the body—	Response for 4.1b applies.	

³⁸ [Terms of reference - post 2015 | Energy Ombudsman](#)

	<p>(i) must inform the parties to the dispute of the circumstances of the conflict of interest, (ii) must inform the parties to the dispute that they have the right to object to the conflicted person continuing to handle the dispute, and (iii) can only continue to deal with the dispute if no party to the dispute objects</p>		
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3.5. Transparency

3.5.1. In order to ensure transparency requirements are met the Authority must be satisfied that the body makes the following information publicly available on its website in a clear and easily understandable manner, and provides on request this information to any person on a durable medium:

	Criterion	Assessment	Outcome
5.3a	its contact details, including postal address, telephone number and e-mail address	The Contact Us page on the website details the methods available - telephone, postal address, and e-mail address with days and times the phone lines are available. ³⁹	
5.3b	a statement that it has been approved as an ADR entity by the Authority once this approval has been granted	The information covering this Criterion is available on the Energy Ombudsman’s “About us” webpage. ⁴⁰	
5.3c	its officials, jurisdiction, powers, the method of their appointment and the duration of their appointment	<p>The Energy Ombudsman’s jurisdiction and powers are found within their website’s Terms of Reference, specifically within Clauses 3 and 5.⁴¹</p> <p>The Energy Ombudsman’s ‘About Us’ webpage explains they’re approved by Ofgem (and the Department for Business, Energy & Industrial Strategy as the Green Deal Ombudsman).</p> <p>The Energy Ombudsman’s response confirms all ADR officials are appointed on a permanent or fixed-term basis, following a robust assessment. Articles of Association Clause 12c specify how Board officials are appointed and the duration of their appointment.</p>	
5.3d	the name of any network of bodies which facilitates cross-border alternative dispute	The Energy Ombudsman is a member of the Ombudsman Association ⁴² and the National Energy Ombudsman Network (NEON). ⁴³ NEON is the European network	

³⁹ [Contact Us | Energy Ombudsman | Energy Ombudsman](#)

⁴⁰ [Company Information | Energy Ombudsman | Energy Ombudsman](#)

⁴¹ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁴² <https://www.ombudsmanassociation.org/association-members.php?navletter=O>

⁴³ <http://www.neon-ombudsman.org/about-2/members/>

	resolution of which it is a member	of independent, not-for-profit consumer dispute-resolution services and ombudsmen active in the energy sector.	
5.3e	the type of domestic disputes and cross-border disputes which it is competent to deal with, including any financial thresholds which apply	This information is set out on their website. ⁴⁴	
5.3f	the procedural rules of the alternative dispute resolution procedure operated by it and the grounds on which it can refuse to deal with a given dispute in accordance with paragraph 9	Section 7 of the Terms of Reference ⁴⁵ set out the conditions under which the Ombudsman shall not accept a complaint.	
5.3g	the languages in which it is prepared to receive an initial complaint submission, which must include English and Welsh as a minimum	The Energy Ombudsman works with TW Languages who provide translation services in over 200+ languages. ⁴⁶ The telephone translator service is on offer during standard opening times. We expect the Energy Ombudsman to continually provide feedback on these services to the service provider.	
5.3h	the languages in which its alternative dispute resolution procedure can be conducted, which must include English and Welsh as a minimum	As per Criterion 5.3g above.	
5.3i	the principles the body applies, and the main considerations the body takes into account, when seeking to resolve a dispute	Energy Ombudsman Terms of Reference Clause 9.9 detail the main consideration they take into account when making decisions ⁴⁷	
5.3j	the preliminary requirements, if any, that a party to a dispute needs to have met before the alternative dispute resolution procedure can commence	The Energy Ombudsman 'Our Process' webpage sets out the steps which need to have been completed before a dispute is brought to the Ombudsman Services. ⁴⁸	
5.3k	a statement as to whether or not a party to the dispute can withdraw from the alternative dispute resolution procedure once it has commenced	The Energy Ombudsman provides the consumer with confirmation of the right to withdraw from the procedure at any time on its website, under the complaints process FAQs. ⁴⁹	
5.3l	the costs, if any, to be borne by a party, including the rules, if	The Energy Ombudsman ADR process is provided free of charge to consumers ⁵⁰ .	

⁴⁴ [Energy Ombudsman | Information for disputes with energy suppliers](#)

⁴⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁴⁶ [Accessibility | Energy Ombudsman](#)

⁴⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁴⁸ [Our process | Energy Ombudsman](#)

⁴⁹ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

⁵⁰ [Our process | Energy Ombudsman](#)

	any, on costs awarded by the body at the end of the alternative dispute resolution procedure	FAQs confirm that costs are borne by the suppliers signed up to the scheme. ⁵¹ A possible outcome from a dispute is that suppliers can be required to pay a financial award up to £10,000 including VAT. ^{52,53}	
5.3m	the average length of each alternative dispute resolution procedure handled by the body	ADR Annual Report July 2022 - June 2023 page 5 states the average dispute accepted by the Energy Ombudsman is resolved in 25 days. ⁵⁴	
5.3n	the legal effect of the outcome of the dispute resolution process, including whether the outcome is enforceable and the penalties for non-compliance with the outcome, if any	The Terms of Reference 10.13 set out the requirements of members in undertaking the Energy Ombudsman’s remedy, including that failure to implement the remedy within 28 days may result in further action. ⁵⁵ In the event a remedy is not followed, the website stipulates that consumers are able to enforce the resolution in court. ⁵⁶	Case reviews noted that not all complainants were informed of these rights, nor their ability to pursue further action if they did not agree with the decision.
5.3o	a statement as to whether or not alternative dispute resolution procedures operated by it can be conducted by oral or written means (or both)	Contacts to the Energy Ombudsman can be made via post, email, online or telephone. Webpage. ⁵⁷	
5.3p	the annual activity report required to be prepared under regulation 11(2) of the ADR Regulations, which should also include information about- (i) the scheme’s decisions, including the nature of the complaint and the outcome; and (ii) consumers’ satisfaction with the scheme	The ADR Annual Report July 2022 to June 2023 Section b & c details the types of disputes referred. ⁵⁸ A high-level summary of customer satisfaction scores is in Annual Report 2022-page 11. ⁵⁹	
5.3q	the activity report required to be prepared every two years under clause 11(3) of the ADR Regulations.	ADR annual report July 2022 to June 2023 available on EO website. ⁶⁰	

⁵¹ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

⁵² [What to expect | Energy Ombudsman](#)

⁵³ [Terms of reference - Energy sector | Energy Ombudsman](#)

⁵⁴ [Annual Reports | Energy Ombudsman](#)

⁵⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁵⁶ [Our process | Energy Ombudsman](#)

⁵⁷ [Our process | Energy Ombudsman](#)

⁵⁸ [Alternative Dispute Resolution \(ADR\) | Energy Ombudsman](#)

⁵⁹ [Annual Reports | Energy Ombudsman](#)

⁶⁰ [Alternative Dispute Resolution \(ADR\) | Energy Ombudsman](#)

3.6.Effectiveness

3.6.1. For a dispute procedure to be effective it has to be prompt, cost effective, fair, impartial and allow both parties to present their views. The scheme should also have sufficient scope of complaints it can consider, the range of remedies it can require, and its ability to enforce those remedies. The Authority must be satisfied that the body:

	Criterion	Assessment	Outcome
6.3a	ensures that the scheme is adequately staffed and funded in such a way that complaints can be effectively and expeditiously investigated and resolved and to allow the Ombudsman to function impartially, efficiently, and appropriately. In ensuring this, amongst other actions, policies, and processes as appropriate, best-practice forecasting methodologies and processes much be used to achieve, so far as reasonably practicable, accurate estimates of staffing and funding requirements	<p>Annual Report 2022 shows that 206,000 disputes were received January-December 2022, with 88,375 resolved within the scope of the EO’s Terms of Reference.⁶¹ The ADR Report shows that 213,612 disputes were received between July 2022 and June 2023 and 126,426 fell within scope. The average time taken to resolve disputes was 25 days.⁶²</p> <p>The Energy Ombudsman have recruited more case handlers to ensure they are able to support consumers and suppliers effectively and efficiently. They have increased from 141 case handlers in 2020 to 300 in 2023.</p>	
6.3b	establishes objective targets for reaching decisions and dealing with enquiries against which it and others can assess its performance and put in place arrangements for assessing its performance against these targets	<p>The Energy Ombudsman’s ADR Application Reasoned Statement sets out five KPI’s for operational performance.</p> <p>Improvements made between 2022 and 2023 include percentages of correspondence responded to within 1 week. This has been attributed towards increasing staff numbers.</p> <p>Ofgem receives monthly operational KPIs from Energy Ombudsman which are consistently at or above target levels. Ofgem will continue to monitor operational KPIs and associated targets.</p>	
6.3c	carries out periodic quality assurance monitoring	The Energy Ombudsman confirms their Coaches are in charge of quality. Coaches are experienced case handlers who perform periodic risk-based quality assurance checks tailored to each individual case handler’s experience and capability. Case handler performance is also recorded on a tracker for feedback and monitoring purposes.	

⁶¹ [Annual Reports | Energy Ombudsman](#)

⁶² [Alternative Dispute Resolution \(ADR\) | Energy Ombudsman](#)

6.3d	establishes a set of procedures for enforcing its decisions and the scheme's rules	<p>Companies must sign up to the scheme rules when they become members. All suppliers who supply to domestic or microbusiness consumers are obliged to become Participating Companies in the Energy Ombudsman Services. Resolutions issued by the Energy Ombudsman are legally binding and ultimately enforceable in court.^{63,64}</p> <p>Companies who fail to implement resolutions on time will be faced with higher charges. Data provided from the Energy Ombudsman demonstrates falling rates of decision reviews over the review period despite the increasing casework volume. The Energy Ombudsman are considering measures to further strengthen remedy implementation.</p>	
6.3e	ensures that its alternative dispute resolution procedure is available and easily accessible to both parties irrespective of where they are located including by electronic means and non-electronic means	The Energy Ombudsman website sets out processes and explains the process step by step. Documents can be provided by non-electronic means upon request. ⁶⁵	We have encouraged the Energy Ombudsman to ensure it has video tutorials which are easily accessible on its website.
6.3f	ensures that the parties to a dispute are not obliged to obtain independent advice or be represented or assisted by a third party although they may choose to do so	Consumers are able to log a dispute without the requirement of independent advice or being represented. A third party is able to assist/represent if wanted. ⁶⁶	
6.3g	notifies the parties to a dispute as soon as it has received all the documents containing the relevant information relating to the dispute constituting the complete complaint file	<p>As set out in Section 8 of the Terms of Reference, relevant parties will be informed upon the Energy Ombudsman accepting a complaint.⁶⁷</p> <p>In the first instance this takes the form of an automated message sent to suppliers, and confirmation being given to the consumer via a phone call.</p>	
6.3h	effectively signposts a consumer to alternative organisations or sources of advice if a complaint is outside its remit	The 'Understanding Your Rights' webpage flags consumer rights under the Consumer Rights Act 2015. It also signposts to other organisations that could be contacted in the event the Energy Ombudsman is unable to consider a complaint. ⁶⁸	

⁶³ [Terms of reference - Energy sector | Energy Ombudsman](#)

⁶⁴ [Our process | Energy Ombudsman](#)

⁶⁵ [Our process | Energy Ombudsman](#)

⁶⁶ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

⁶⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁶⁸ [Understanding your rights | Energy Ombudsman](#)

6.3i	notifies the parties of the outcome of the alternative dispute resolution procedure within a period of 90 days from the date on which the body has received the complete complaint file except that, in the case of a highly complex dispute, the body may extend this period but must inform the parties of this extension and the expected length of time that it will need to conclude the alternative dispute resolution procedure	As set out in section 9 of the Terms of Reference, the Ombudsman will provide details of the conclusion within 90 days of receiving a complaint file. If a complaint is deemed to be highly complex, an extended period of time may be granted at the Energy Ombudsman’s discretion. In such circumstances parties will be informed along with the expected length of time the Ombudsman will need. ⁶⁹	
6.3j	requires regulated providers to have proper and effective internal complaint handling procedures	Terms Of Reference for Participating Companies Rule 1.1(e) requires the operation and maintenance of an adequate internal complaints procedure. ⁷⁰	
6.3k	identifies issues in individual regulated providers and makes recommendations to improve complaints handling, reporting these recommendations to Ofgem where appropriate	As per the Energy Ombudsman’s Memorandum of Understanding with Ofgem the Energy Ombudsman reports issues or trends to Ofgem. This is shared between the Energy Ombudsman, Ofgem, and Citizens Advice through ‘Tripartite’ meetings. ⁷¹	
6.3l	recommends changes to regulated providers’ processes and/or policies where systemic failures are identified in order to promote improved service. This must include a dedicated referral process for informing the Authority and Citizens Advice that recommendations have been made	As per the Energy Ombudsman’s Memorandum of Understanding with Ofgem (see 6.3r), the Energy Ombudsman undertakes detailed data analysis of individual supplier performances and feeds this insight back to the supplier(s) with recommendations for improvements. Issues or trends are reported to Ofgem. This is shared between the Energy Ombudsman, Ofgem, and Citizens Advice through ‘Tripartite’ meetings. ⁷²	
6.3m	maintains procedures to identify a potential breach of regulatory requirements and systemic problems within the industry and refer these to Ofgem (to determine whether or not there has been a breach)	As per the Memorandum of Understanding, issues or trends are reported to Ofgem. This is shared between the Energy Ombudsman, Ofgem, and Citizens Advice during Tripartite meetings. The Energy Ombudsman advised they will regularly report concerns over potential regulatory breaches and systemic issues to Ofgem. ⁷³	Ofgem encourages Energy Ombudsman to enhance its capability to identify and promote good practice to avoid complaints arising.

⁶⁹ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁷⁰ [Membership Rules for Participating Companies | Energy Ombudsman](#)

⁷¹ [Memorandum of understanding \(ofgem.gov.uk\)](#)

⁷² [Memorandum of understanding \(ofgem.gov.uk\)](#)

⁷³ [Memorandum of understanding \(ofgem.gov.uk\)](#)

6.3n	regularly collects information regarding trends in complaints, company performance and scheme performance, and reports this information to the Authority and publishes this information on its website	ADR Annual Report and published reports on complaints data are found on the website. The News page on Energy Ombudsman website also has articles that relate to supplier complaints. ^{74,75,76}	
6.3o	publishes information about consumers' satisfaction with the scheme	The Annual Report on Energy Ombudsman website details consumer satisfaction. ^{77,}	
6.3p	notifies the Authority about any changes to the scheme (including changes to its rules or procedures, terms of reference or governance arrangements) before the end of the period of 14 days beginning with the day on which the change is made. Citizens Advice must also be informed of the changes	As per the Memorandum of Understanding, where Energy Ombudsman proposes to make changes to the scheme including changes to rules, procedures, terms of reference, or governance arrangements, it will write to the Authority before the end of the period of 14 days beginning with the day on which the change is made. ⁷⁸	
6.3q	provides information requested by the Authority or Citizens Advice where the information is required to assess the performance of the redress scheme, its ongoing compliance with the criteria it has been approved against or the performance of regulated providers	As per Memorandum of Understanding, Ofgem can periodically request additional performance related data to assess compliance with the scheme criteria or the performance of regulated providers. Timescales for the provision of this information will be a matter of agreement between the Authority and EO. ⁷⁹	
6.3r	enters into agreements such as a Memorandum of Understanding or similar with other organisations as appropriate	Ofgem and the Energy Ombudsman entered a Memorandum of Understanding in 2023. ⁸⁰ Operation of the MoU will be kept under review.	
6.3s	establishes procedures to consider and resolve complaints by consumers or regulated providers about the service provided by the scheme, and the final decision on the complaint must be made by a person not previously involved in the determination of the complaint and with sufficient authority to direct how the issue may be resolved	The Energy Ombudsman website sets out how to make a complaint. Complaints initially follow an internal complaints/investigation process. Complaints that cannot be resolved can be escalated to the Independent Assessor. ⁸¹	

⁷⁴ [Energy-Ombudsman-Annual-Activity-Report-2023.pdf \(svdcdn.com\)](#)

⁷⁵ [Complaints data | Energy Ombudsman](#)

3.7.Fairness

3.7.1.The Authority must be satisfied that the body:

	Criterion	Assessment	Outcome
7.1a	ensures that any deadlines for bringing a complaint to the redress scheme must be reasonable and allow for flexibility taking into account the circumstances of the case and the complainant, and do not unnecessarily limit access to the scheme	Terms of Reference Section 7,1a details that complaints can be submitted within 12 months of the deadlock letter being issued. ⁸²	
7.1b	allows a regulated provider a reasonable period of time to attempt to resolve the complaint. We consider that 8 weeks is an appropriate maximum for regulated providers to resolve complaints	The Energy Ombudsman will not allow a complaint to be submitted unless a deadlock letter has been received, or 8 weeks have concluded. ⁸³	
7.1c	ensures that during the alternative dispute resolution procedure the parties may, within a reasonable period of time, express their points of view	As set out in the Terms of Reference Section 8, the Energy Ombudsman affords both parties up to 14 calendar days to provide information about the dispute, or such longer period as the Ombudsman deems appropriate. ⁸⁴ During the case reviews the 14-day period has been observed to have been communicated within automated messaging.	
7.1d	provides a party to a dispute within a reasonable period of time, upon request, with the arguments, evidence, documents, and facts put forward by the other party to the dispute, including a statement made, or opinion given, by an expert	As set out in the Terms of Reference Section 8, any information or documentation that is passed to the Ombudsman by the Complainant or the Participating Company will be taken account of and may be disclosed in full or in part to the parties involved. ⁸⁵	
7.1e	ensures that the parties may, within a reasonable period of time, comment on the information and documents provided under paragraph (d)	As set out in the Terms of Reference Section 8, Complainants and Participating Companies shall be afforded a reasonable opportunity of not less than seven days duration, to consider and to provide their comments	Within the case analysis we noted that consumers were being advised four days instead of seven. This

⁷⁶ [News on Energy Providers and Networks | Energy Ombudsman](#)

⁷⁷ [2022-Annual-Report-v2.pdf \(svdcdn.com\)](#)

⁷⁸ [Memorandum of understanding \(ofgem.gov.uk\)](#)

⁷⁹ [Memorandum of understanding \(ofgem.gov.uk\)](#)

⁸⁰ [Memorandum of understanding \(ofgem.gov.uk\)](#)

⁸¹ [Unhappy with our service | Energy Ombudsman](#)

⁸² [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸³ [Our process | Energy Ombudsman](#)

⁸⁴ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

		about any information or documentation that has been disclosed to them. ⁸⁶	has been highlighted to the Energy Ombudsman who have advised they are amending the Terms of Reference. At the time of publishing this change has been implemented.
7.1f	makes decisions that are based on what is fair in all the circumstances, having regard to principles of law, good practice and any inequitable conduct or maladministration. This must also include having regard to any regulatory requirements and codes of practice. All evidence must be clearly documented and analysed by the body. Natural justice and fair procedure must be observed, including appropriate opportunity to comment on facts, conclusions, or outcomes. Conclusions must be evidence based and decisions and recommendations must flow clearly from the analysis	As per the Terms of Reference Section 9.9, the Energy Ombudsman sets out the conditions in which it will operate fairly and in accordance with the principles of natural justice. This includes having regard to regulatory provisions. ⁸⁷ We undertook a range of in-depth case assessments and found general adherence to the principles specified.	
7.1g	makes decisions which take account of the nature of the issue and the effect it has had on the complainant. Redress must take into account of any maladministration that has occurred and take account of the hardship or injustice suffered as a result. Proportionality is key, whereby the process and resolution is appropriate to the complaint	The Energy Ombudsman confirms they handle complaints in accordance with their Terms of Reference. Cases are handled on a case-by-case basis, with decisions and redress based on what is fair and reasonable taking into account both sides of the story, relevant regulation, law and good industry practice. The Energy Ombudsman state their aim is to put unfairly treated consumers back into the position they would have been in if the issue that led to the complaint hadn't occurred. ⁸⁸ More information can be found on the website on the "Our Process" ⁸⁹ and "What to expect" pages. ⁹⁰ We undertook a range of in-depth case assessments and found general adherence to the principles specified.	

⁸⁶ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸⁸ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁸⁹ [Our process | Energy Ombudsman](#)

⁹⁰ [What to expect | Energy Ombudsman](#)

7.1h	informs the parties that they are not obliged to retain a legal advisor, but that they may seek independent advice or be represented or assisted by a third party at any stage of the alternative dispute resolution procedure	As per the Energy Ombudsman’s FAQs page, consumers are informed that they do not need to involve a lawyer or legal advisor when asking the Energy Ombudsman to resolve their dispute. Consumers are also informed they are entitled to seek independent advice or be represented or helped by a third party at any stage of the process. ⁹¹	While this information is available on the website, within the case assessments we found instances where this was not provided to the consumer on a call.
7.1i	notifies the parties of the outcome of the alternative dispute resolution procedure on a durable medium and gives the parties a statement of the grounds on which the outcome is based.	The Terms of Reference Section 9.6 state the Energy Ombudsman will inform, in a durable medium, the Complainant and the Participating Company concerned of the proposed conclusion and suggested remedies and, in each case, the reasons for them, and will invite their comments thereon. ⁹² This was observed within case reviews in the form of final letters.	
7.2a	has the possibility of withdrawing from the alternative dispute resolution procedure at any stage if they are dissatisfied with the performance or operation of the alternative dispute resolution procedure	As per its website, the Energy Ombudsman, consumers are advised they can withdraw from the procedure at any time on its website ⁹³ . This information is also provided to consumers during the investigation process and is stated via an automatic message when calling for the first time.	
7.2b	before the alternative dispute resolution procedure commences, is informed of their right to withdraw from the alternative dispute resolution procedure at any stage.	See 7.2a	
7.2c	is informed, before agreeing to or following the proposed solution— (i) that they have a choice as to whether or not to agree to, or follow, the proposed solution, making it clear to the consumer that the scheme's decisions are binding on the regulated provider but not on the complainant. (ii) that their participation in the alternative dispute resolution procedure does not preclude the possibility of them seeking redress through court proceedings;	When a decision is reached, consumers have the choice of either accepting, rejecting, or appealing the judgment. The consumer is also advised they can pursue their dispute through other methods, such as through the courts. When accepting a decision, the consumer is asked if they are content for the supplier to carry out the resolution actions. ⁹⁴ This is also stated via an automatic message when calling for the first time.	

⁹¹ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

⁹² [Terms of reference - post 2015 | Energy Ombudsman](#)

⁹³ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

⁹⁴ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

	(iii) that the proposed solution may be different from an outcome determined by a court applying legal rules; and (iv) of the legal effect of agreeing to, or following the proposed solution		
7.2d	before expressing their consent to a proposed solution or amicable agreement, are allowed a reasonable period of time to reflect.	The Terms of Reference Section 10.1 states if a proposed solution or conclusions is made, both the Complainant and the relevant Participating Company have seven days to reflect and accept any conclusion reached or decision made. ⁹⁵	

3.8.Legality

3.8.1 In relation to an alternative dispute resolution procedure which aims at resolving a dispute by imposing a solution on the consumer, the body ensures that:

	Criterion	Assessment	Outcome
8.1a	in a situation where there is no conflict of laws, the solution imposed by the body does not result in the consumer being deprived of the protection afforded to the consumer by the provisions that cannot be derogated from by agreement by virtue of any enactment	Energy Ombudsman advise they do not impose any solutions on consumers, and that consumers always have the right to reject their decision and pursue their complaint by other routes.	
8.1b	in a situation involving a conflict of laws— (i) where the law applicable to the sales contract or service contract is determined in accordance with Article 6(1) and (2) of Regulation (EC) No 593/2008 on the law applicable to contractual obligations the solution imposed by the body does not result in the consumer being deprived of the protection afforded to the consumer by the provisions that cannot be derogated from by virtue of the law of the member State in which the consumer is habitually resident;	N/A	

⁹⁵ [Terms of reference - post 2015 | Energy Ombudsman](#)

	(ii) where the law applicable to the sales contract or service contract is determined in accordance with Article 5(1) to (3) of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations the solution imposed by the body does not result in the consumer being deprived of the protection afforded to the consumer by the provisions that cannot be derogated from by virtue of the mandatory rules of the law of the member State in which the consumer is habitually resident.		
8.2	For the purposes of paragraph 11 “habitual residence” is be determined in accordance with Regulation (EC) No 593/2008	N/A	

3.9. Grounds to refuse to deal with a dispute

3.9.1. The body may only refuse to deal with a domestic dispute or a cross-border dispute which it is competent to deal with on one of the following grounds:

	Criterion	Assessment	Outcome
9.1a	prior to submitting the complaint to the body, the consumer has not attempted to contact the trader concerned in order to discuss the consumer’s complaint and sought, as a first step, to resolve the matter directly with the trader	The Terms of Reference Section 6 sets out the conditions that need to be met for a complaint to be accepted. ⁹⁶	
9.1b	the dispute is frivolous or vexatious	The Terms of Reference Section 7.1(e) stipulates that this a reason for the non-acceptance of a complaint. ⁹⁷	
9.1c	the dispute is being, or has been previously, considered by another ADR entity or by a court	The Terms of Reference Section 7.1(c) stipulates that this a reason for the non-acceptance of a complaint. ⁹⁸	
9.1d	the consumer has not submitted the complaint to the body within the time period specified by the body, provided that such time period is not less than 12 months from the date upon which the trader has given notice to the consumer that the trader is unable to resolve the	The Terms of Reference Section 7.1(a) stipulates that this a reason for the non-acceptance of a complaint. ⁹⁹	

⁹⁶ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁹⁷ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁹⁸ [Terms of reference - post 2015 | Energy Ombudsman](#)

⁹⁹ [Terms of reference - post 2015 | Energy Ombudsman](#)

	complaint with the consumer. It may be appropriate to extend this time period taking into account the circumstances of the case and the consumer and not unreasonably limiting access to the scheme		
9.1e	dealing with such a type of dispute would seriously impair the effective operation of the body.	The Terms of Reference Section 7.1(f) stipulates that this a reason for the non-acceptance of a complaint. ¹⁰⁰	
9.2	The body ensures that its policy regarding when it will refuse to deal with a dispute does not significantly impair consumers’ access to its alternative dispute resolution procedures.	The Energy Ombudsman website FAQs ¹⁰¹ provides a link to other organisations in the event the Energy Ombudsman is unable to. ¹⁰²	
9.3	Subject to paragraph 9.4, where a body refuses to deal with a dispute, it must, within three weeks of the date upon which it received the complaint file, inform both parties and provide a reasoned explanation of the grounds for not considering the dispute.	The Energy Ombudsman submission to Ofgem provided the refusal process. Complaints are accepted in line with the Terms of Reference. Complaints outside of the Terms of Reference are closed and the complainant informed of the reasons.	
9.4	Where following the expiry of the period referred to in paragraph 9.3, it appears to the body that one of the parties has sought to mislead the body as regards the existence or non-existence of one of the grounds for it to decline to deal with a dispute, the body may immediately decline to deal further with the dispute.	The Energy Ombudsman submission explains that if the consumer has provided misleading information about their dispute, they may decide to reject it on the grounds that it is frivolous or vexatious. A very small number of complaints have been rejected on these grounds. To accept a complaint, it must fall within the Terms of Reference.	

4. Case studies review

4.1. Ofgem assessed a sample of approaching 50 Energy Ombudsman cases that were commenced and completed within the biennial review period. The case studies were intended to understand how Energy Ombudsman responsibilities, policies and procedures translated into practice. Case sampling was structured across themes of billing (domestic and non-domestic), metering (domestic and non-domestic) and disconnection (domestic).

4.2. We found consistently positive evidence from the case studies. In particular:

4.2.1. Once a case has been assigned the consumer has a single case handler and point of contact throughout the dispute journey. This was a key feature of

¹⁰⁰ [Terms of reference - post 2015 | Energy Ombudsman](#)

¹⁰¹ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

¹⁰² [Additional support | Energy Ombudsman](#)

Energy Ombudsman’s post-Covid operating model and we found was a consistent beneficial factor.

4.2.2. Case handlers showed themselves to be knowledgeable and adept in handling a range of consumer complaints. This is consistent with evidence of initial and ongoing training, learning, and continuous improvement shown to us by the Ombudsman.

4.2.3. The Energy Ombudsman’s case handling system is designed both internally and externally for ease and clarity. We found the system to be user-friendly and conducive to case handling for different users.

4.3. It is not within Ofgem’s powers to assess merits of case decisions, as these are independent decisions of the Energy Ombudsman. However, we found consistent application of the core principles underpinning case decisions asset out in criteria 7.1f, 7.1g, and 7.1h.

4.4. We identified a number of improvements for the Energy Ombudsman. These were:

4.4.1. That Energy Ombudsman update their website Terms of Reference to more accurately reflect the timescales communicated in case reviews. Specifically, the number of days given to parties for reflection of evidence, and for decision making. The timeframe on the website says 7 days for the former, 14 for the latter. In practice this has been 3-4 days for the former and 7-14 for the latter. At the time of publication this has been addressed.

4.4.2. Ensuring that the legal rights and potential outcomes of the cases are clearly explained to those contacting the Energy Ombudsman. Case reviews noted that not all complainants were informed of these rights, nor their ability to pursue further action if they did not agree with the decision.

4.4.3. That the Energy Ombudsman uses more direct language when requiring remedies from suppliers. This would aid clarity that decisions are legally binding and mitigate against the risk of misinterpretation by suppliers.

5. Recommendations for the Ombudsman

5.1. Areas for improvement and recommendations from the period 2021-2023 are set out below. These will enable consumers to access information in a clearer manner and assist Ofgem in its role of assessing whether the criterion have been met. Where action has already been taken since raising with the Energy Ombudsman this is stated.

	Criterion	Ofgem’s observations on areas for improvement
2.2b	periodically analyses the profile of complainants to inform its work to raise awareness of the scheme	The Energy Ombudsman have shared details of work undertaken to further analyse and better understand the profile of complainants, with a view to improving and tailoring the services they offer. We recommend that the Energy Ombudsman ensures this information, and published reports, are up to date.
2.2d	maintains procedures and processes for raising a	The previous review advises of “helpful videos” available on the website however these are no

	complaint with the scheme that are easy to understand and use and are not overly bureaucratic	longer available to view. A visual guide to the process for raising a dispute would be helpful to consumers. The Energy Ombudsman have advised that they will be updating the videos on the website.
5.3n	the legal effect of the outcome of the dispute resolution process, including whether the outcome is enforceable and the penalties for non-compliance with the outcome, if any	In the event a remedy is not followed, the website stipulates that consumers are able to enforce the resolution in court. ¹⁰³ Case reviews noted that not all complainants were informed of these rights, nor their ability to pursue further action if they did not agree with the decision. The Energy Ombudsman should consider when and how to advise complainants of their legal rights, such as via the final decision letter.
6.3e	ensures that its alternative dispute resolution procedure is available and easily accessible to both parties irrespective of where they are located including by electronic means and non-electronic means	We have encouraged the Energy Ombudsman to ensure its video tutorials are easily accessible on its website. The Energy Ombudsman have advised that they will be updating the videos on the website.
6.3m	maintains procedures to identify a potential breach of regulatory requirements and systemic problems within the industry and refer these to Ofgem (to determine whether or not there has been a breach)	As per the Memorandum of Understanding between Ofgem and the Energy Ombudsman, issues or trends are reported to Ofgem. This is shared between the Energy Ombudsman, Ofgem, and Citizens Advice during Tripartite meetings. The Energy Ombudsman advised they will regularly report concerns over potential regulatory breaches and systemic issues to Ofgem. Ofgem encourages Energy Ombudsman to enhance its capability to identify and promote good practice to avoid complaints arising.
7.1e	ensures that the parties may, within a reasonable period of time, comment on the information and documents provided under paragraph (d)	Within the case analysis we noted that consumers were being advised four days instead of the seven specified in the Terms of Reference Section 8.7. ¹⁰⁴ This has been highlighted to the Energy Ombudsman who have advised they are amending the Terms of Reference. At the time of publication this change has been implemented.
7.1h	The Authority must be satisfied that the Energy Ombudsman informs the parties that they are not obliged to retain a legal	This information is available on the website ¹⁰⁵ however within the case analysis we found instances where this was not provided to the consumer on a call. We recommend the Energy

¹⁰³ [Our process | Energy Ombudsman](#)

¹⁰⁴ [Terms of reference - post 2015 | Energy Ombudsman](#)

¹⁰⁵ [Frequently Asked Questions | Energy Ombudsman | Energy Ombudsman](#)

	<p>advisor, but that they may seek independent advice or be represented or assisted by a third party at any stage of the alternative dispute resolution procedure</p>	<p>Ombudsman take steps to more consistently inform consumers in active cases.</p>
<p>Casework review</p>	<p>Communication and use of language.</p>	<p>We noted that decision letters used language that indicated optionality. We recommend the Energy Ombudsman use more direct language when requiring remedies from suppliers.</p> <p>This would aid clarity that decisions are legally binding and mitigate against the risk of misinterpretation by suppliers.</p>