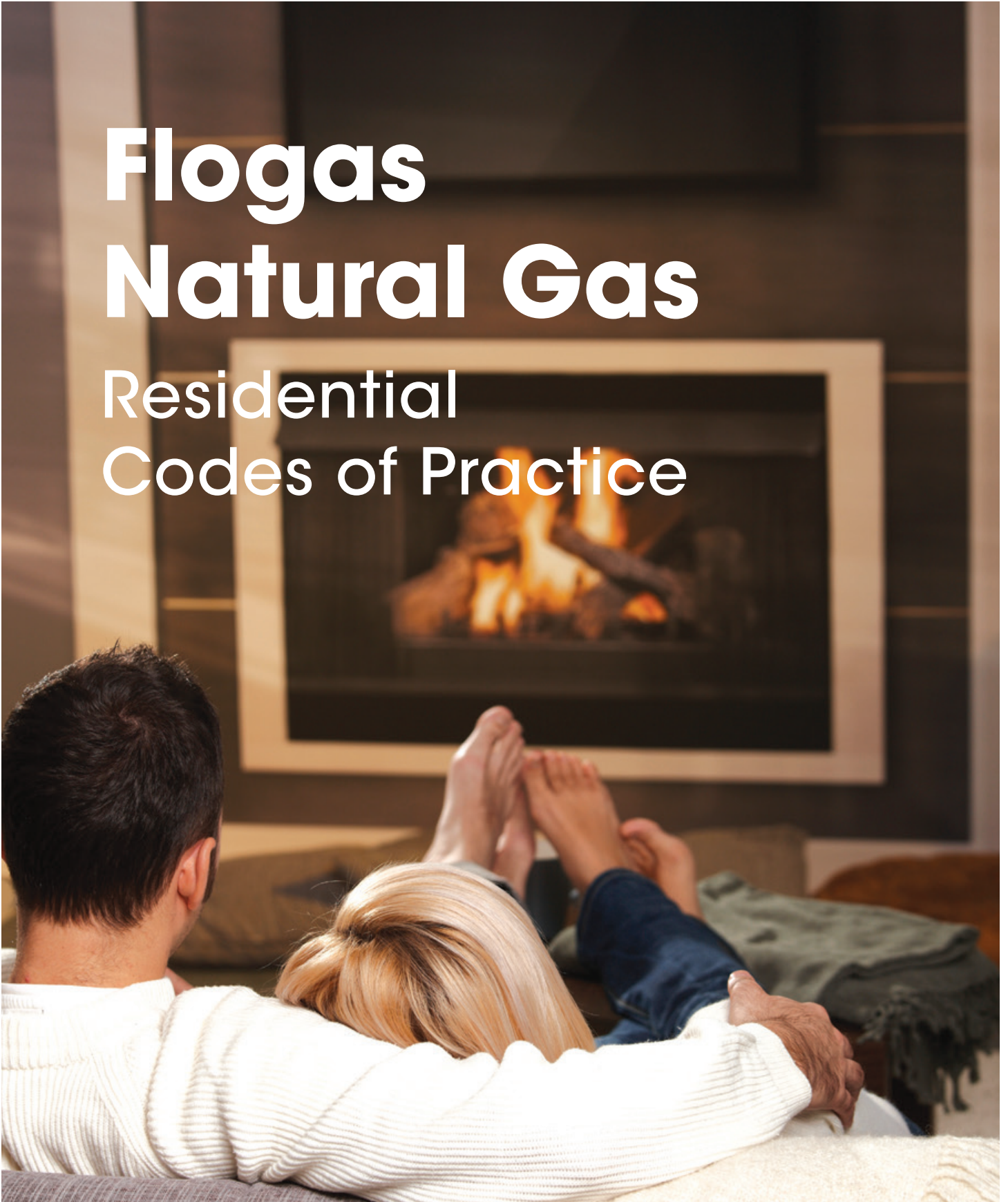


Flogas Natural Gas

Residential Codes of Practice



Marketing & Advertising

Flogas and/or our representatives may from time to time contact customers or potential customers for marketing purposes. This can be done through advertising, promotions, direct or indirect communications (including verbal, electronic and in writing) to promote our energy products, offers, deals and to influence or inform those that it is addressed to.

We will ensure that our marketing materials are accurate, complete, transparent and not misleading. We will further ensure that they are easy to understand and specify clearly the details of the product(s), the period covered and that they are communicated in plain and accessible language.

We will strive to ensure that the offers and information we issue to you are relative to the products and/or services which are appropriate to you and that they are fair and easily understandable in clear presentation. We will also ensure not to misrepresent the company or portray competing suppliers in an inaccurate or negative manner.

Should you wish to opt out of unwanted marketing campaigns, you can do so at any time via the same media your consent was obtained such as email/website, by writing to us or by calling our Customer Care Team and we will ensure that the “no marketing register” is actively kept up to date and enforced.

Our marketing communications will be relevant and fair in both terms of content and format of presentation to our products and services.

Our publicly available tariffs are available for review on our website and we will ensure they are accurately maintained and up to date.

We will ensure to notify customers of any change in their terms and conditions or charges associated with our promotions in advance of the customer signing up for same. Existing customers will be notified of such changes at least 30 days before the change comes into effect.

Customer Sign Up

We will ensure that any agent of Flogas when contacting you by phone, or by an unscheduled visit to your premises for marketing and sign-up will confirm to you as soon as practically possible their name, our company name and the purpose of the call/visit. Where our agent is at your premises for an unscheduled visit they will produce to you their ID badge with their full name and photograph, together with our company contact details. Over the phone, where requested by the customer, we will also ensure that the agent confirms our contact number. Before proceeding further, we will ask for your consent to continue with the call/visit. In the event where you do not wish to proceed our agent will stop and will also advise you how you may be removed from our contact list for marketing.

We will ensure that when our agent is at your premise they will present to you our doorstep checklist and ensure that you understand the contents before commencing their sales pitch.

Telephone calls and visits to premises of domestic customers by staff (or others) for marketing purposes will not take place outside of the following times: Monday to Friday: 9 am to 9 pm.

Should you indicate at any stage during our call or visit that you do not wish to proceed our agents will thank you for your time and cease their communication with you.

We will ensure that all our staff and/or agents representing us are fully trained in all our products and services and they will always provide accurate information.

Where we contact you by email, we will ensure that the email contains details of our company name, address, phone number, email address and clear simple details to advise how you may unsubscribe from our mailing list for future contact without cost to you. In addition to this when contacting you via SMS we will ensure to include our company name and easy instruction to unsubscribe your phone number from us at no cost to you.

Where you have requested to be removed from our marketing register we will confirm this has been actioned in writing to you should you so request same.

Where we are signing you up to an offer we will ensure that our agent goes through the offer in detail with you and explain all charges and terms associated with the offer. The agent will provide you with a copy of the terms and conditions of the offer you have chosen together with details of your chosen tariff & contract.

We will ensure that our agent makes you aware of the cooling off period, the start date of the cooling off period, the time frame it applies to and your right to cancel during this period should you so wish. The agent will also provide you with our cancellation form and a copy of the doorstep checklist before they leave your premise.

Our agents will ask you when signing up if you are eligible for our Vulnerable Customer Register. If you are they will take note of same and pass this detail to our Customer Care Team who will follow up with you to ensure you are appropriately registered.

We guarantee that we will not exploit a person's inexperience, trustfulness or vulnerability or apply undue pressure when contacting any customer.

Billing

We will bill you every month/second month, depending on the energy offer we provide to you. This bill will be based on the actual or estimated meter readings unless we have made another arrangement with you. Customer meter reads are submitted by calling our Customer Care Team or online at www.flogas.ie. We will indicate on your bill what type of meter reading the bill is based on and if you receive an estimated bill from us you can contact us to amend same by providing a corrected meter reading. If you are a PAYG customer, we will send you a statement every quarter.

We will bill you for the energy you have used at the correct price for your account. If there has been a price change during the billing period, this will be shown on your bill. If a price change has occurred, we will let you know in advance and all publicly available tariffs will be updated on our website.

Your bill will include information relating to you and the supply of energy to your premise, it will include data relating to your GPRN/MPRN, Account Number, Meter Number, Billing Address &/or supply address (where they differ), AC banding, meter readings, units, conversion factors, kWh & details of pass-through charges. We will also include details on contacts for emergencies, customer service and credit control.

In exceptional circumstances your bill might be delayed, if this happens, we will let you know of the delay no later than 10 days from when we become aware of same.

You may pay your bill via direct debit, standing order, online banking transfer, cheque, credit/debit card. You can also pay your bill in any An Post outlet or shop displaying the "Postpoint" sign.

We understand that at times you can run into difficulty paying your bill. We want you to know we are here to work with you to try and find a suitable mutually acceptable agreement to meet not only your arrears but your continued consumption too. One of the options we offer to assist with arrears is the option of payplan, to avail of this we will review your arrears and expected consumption to find the most suitable scheduled re-payment plan possibility for you. Once an agreement has been reached on a payplan we will confirm the details to you in writing.

We can offer you a monthly direct debit budget payment option. At the offset of the budget plan arrangement we will calculate your estimated costs for the forward year in accordance with your tariff and the consumption settings provided to us by the Network Operator, we will then divide the annual costs by 12 and an equal monthly instalment shall be taken from your chosen bank account on the last working day of each month. We will monitor and review your monthly budget plan throughout the

year and should it be identified that the figure calculated is not meeting your consumption requirements we will notify you of the necessary change to bring your account back into line.

All new tenant customers operating on a Direct Debit may be required to pay a security deposit of €100 and a security deposit of €250 if no direct debit is provided.

In addition, any residential customer who cancels their Direct Debit is immediately required to provide a deposit as outlined above. We will monitor your account and refund the deposit to you once your account is closed and any outstanding balance settled, or you remain within normal credit terms for a period of 12 consecutive months i.e. invoices paid in full within 14 days (No disconnections or defaults from any pay plan, Direct Debit or payment options). If you maintain your account with us for more than 12 months but do not keep it in good standing, we will contact you to advise how you can bring your account back into good standing to allow for the refund of your deposit.

If you are moving premise or closing your account with Flogas, you must give us your closing meter reading on the day you wish to close your account. If you cannot provide us with a final meter reading and/or fail to accept the reading proposed by us, you will be charged an administration fee of €50 to cover the charge of the Network Operator' unscheduled read.

If you are moving or closing your account outside of office hours you can contact us on the next available business day or complete the account closure form on our website www.flogasnaturalgas.ie.

If you have closed your account or changed supplier, we will issue your final bill no later than six weeks from the date of the request. Should your account be in credit following the calculation of your final bill, this will be clearly indicated on the bottom of your final statement. You may contact our customer care team via phone, email, or post to request the refund of your closing credit balance. Once a refund request is received and verified it is issued within 10 working days to the nominated forwarding address and account holder.

In the event of a billing complaint arising, it will be resolved through our Complaints Procedure which is outlined below in our Code of Practice for complaints.



Disconnection

We are fully committed to working together with you to ensure that disconnection of supply is only exercised as a very last resort. We will fully support and encourage the engagement process with you to work to a mutually acceptable and manageable agreement which will allow you to pay for your energy whilst maintaining supply.

Should you find yourself in financial difficulty we will listen sympathetically to you, carefully consider all repayment options and work with you to find a suitable solution for your energy needs. We have several options for customers in difficulty which, where available will include the offer to install a Pay As You Go meter free of charge to anyone facing disconnection of supply. We will also facilitate engagement with third parties you have nominated in relation to your account, for example, MABS. It is important for you to contact us should you find yourself in financial difficulty as early as possible to enable us to assist you as best we can. You can contact us by phone on 041 98 74874, by email to info@flogas.ie, or in writing to Flogas Natural Gas Ltd, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3.

We will move to disconnect where you fail to pay your bills and/or fail to maintain your payment agreement plan with us and further fail to engage with us. In addition, we will need to move to disconnect for reasons of safety, non-registered and/or vacant account supply and/or at your request.

Where we have requested a security deposit and you fail to provide or engage with us in relation to this, we will also instigate disconnection proceedings on your account.

We will move to disconnect a vacant premise where we have no registered account holder at the property and we have issued a notice of disconnection to the occupier. We will confirm our contact details, the notice period of disconnection (10 working days) and the cost of disconnection and reconnection within the disconnection notice sent.

We will not disconnect your supply where you have engaged with us to reach a mutually acceptable arrangement for both your arrears and continued supply and/or you are honouring a pre-agreed payment arrangement plan, or for failure to pay a bill which is not related to the supply of your energy. Where we have entered a pay plan arrangement with you for the management of your arrears, we will write to you to confirm the terms of the agreement within one week of the agreement date.

We will also not disconnect where you are pursuing a complaint using the complaint handling procedures and the complaint is related to the reason for disconnection, however, when pursuing a complaint in this manner you will be required to pay any portion of the bill that is not in dispute and any subsequent bill that is issued.

Disconnection will not take place for failure to pay a bill based on a regular estimate, unless it is fair and reasonable in the circumstances of the account.

A disconnection notice will be issued to you in advance of account disconnection. This notice will provide you with 10 days warning to engage with us before services are withdrawn. We will tell you the cost of the disconnection and reconnection fees in the notice together with the amount outstanding, your account reference number and our contact details. We will further attempt to call you between 3 & 8 working days after the disconnection notice to try and meet an amicable solution to avoid disconnection.

The disconnection notice shall be issued following at least 1 previous call attempt and 1 overdue reminder, all contact attempts will be at least 3 working days apart.

Should you be disconnected, we will only reconnect your supply once all outstanding payments, including the reconnection and any required security deposit, have been paid or where agreement and authority have been provided to install a PAYG meter. Where a deposit is required the

value and requirement for same will have been cited within the disconnection notice.

Reconnection of account will be done in line with our residential customer's general terms and conditions for the supply of energy. Any security deposit paid for reconnection shall be held on the account until a consecutive period of 12 months good standing has been maintained. Once the 12 months of good standing has lapsed the deposit will be credited to your account. You may utilise this as credit on your account against future consumption or request for a refund. Once verified with you all refunds are issued no later than 10 working days from their request.

Customers who are registered as vulnerable will not be disconnected during the winter months (1st November to 31st March) also, customers who are appropriately registered with us as relying on a recognised life support system will not be disconnected for reasons of non-payment all year round. Furthermore, we will not disconnect any customers who are a member of any category as specified by the Commission for Regulation of Utilities from time to time.

Vulnerable Customers

In accordance to S.I No.463 of 2011 a vulnerable customer is defined by legislation under two registers, (i) priority service register, household Customers who are critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or (ii) special service register, household Customers who are particularly vulnerable to disconnection during winter months for reasons of advancing age (66 years or above) and/or physical, sensory, intellectual or mental health concerns.

We guarantee that any customer who registers with us as vulnerable will have their details updated to show this in the central database held by the GPRO (Gas Point Registrations Office) or the MRSO (Meter Registration System Operator).

Flogas will maintain and regularly update a priority services register of its customers that are critically dependent on electronically powered equipment and a special service register of any customers who are particularly vulnerable to natural gas or electricity disconnection during winter months. If you would like to be placed on our vulnerable customer register you can do so during sign up or at any stage by contacting our Customer Care Team on 041 9874874 or by email to info@flogas.ie, or in writing to Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3. To assist awareness of our services we will remind customers of our code of practice and how to find details of same in writing at least once a year.

Customers who are registered as vulnerable will not be disconnected during the winter months (1st November to 31st March) also, customers who are appropriately registered with us and rely on a recognised life support system will not be disconnected for reasons of non-payment all year round. Furthermore, we will

not disconnect any customers who are a member of any category as specified by the Commission for the Regulation of Utilities from time to time.

We aim to offer all our customers the best possible service but understand that our vulnerable customers may require some additional services, including registering a third-party representative on their account, where necessary to correspond to us on your behalf. We can also offer the following:

- Talking Communications – we can provide verbal communication
- Large Print Communication – we can provide communication in large print
- Online Communications – we can provide online communication
- Redirecting Communication – you can nominate another person for communications if you are having difficulty in communicating with us directly. You can do this by contacting us in writing with the contact details of the nominated person.

The above options will be available for the following communications when you are appropriately registered as vulnerable with us:

- Product Specific Terms and Conditions
- General terms and conditions
- Customer Charter
- Codes of Practice
- Tariff information or letters
- Bill and/or statement
- Outage notices
- Commission for the Regulation of Utilities approved personalised customer communications and inserts



If you have verbally registered with us but fail to complete and return the required registration form, we will write to you to remind you that this document is required and failure to return same within 21 days will result in your removal from our register.

PAYG meters are not suitable for everyone and therefore should a customer who is registered as vulnerable request the installation of same we will need to ascertain your suitability on a case by case basis when you contact our Customer Care Team. In addition to this, the Network

Operator may also decide on visitation to your home, that you are not suitable for a PAYG and accordingly notify us. Where you have a PAYG meter installed that is no longer suitable for your needs and you are registered as vulnerable we will not levy any fees for meter removal.

We will always ensure that our customers who are on our vulnerable register are on the most economic tariff for them in line with their chosen billing format and payment option.

PAYG (Pay As You Go Meters)

This code applies to all Pay As You Go meters supplied by Flogas. Pay as you Go Meters are an easy way to manage your energy costs. The PAYG meter lets you pay for energy before you use it so that you do not accrue large energy debts. In addition, if you are finding yourself in difficulties paying and you are at risk of disconnection, you can discuss the option of having a PAYG meter installed free of charge to not only manage your continued consumption but also manage your arrears. Only debts accrued in relation to the supply of energy will be applied to your meter.

Outstanding arrears are recouped at a rate of 25% from the top up amount on the meter. We will review this with you and discuss repayment options in line with your individual requirements. Once repayment arrangements are confirmed our Customer Care Team can confirm how long it is likely to take to clear your arrears, however, this will be dependent on the agreement made and the information available at the time of the agreement. Once your debt has been repaid we will stop the debt recovery on your meter and notify you of same.

We will advise you of all charges associated with the PAYG meter and provide you with a manual to guide you through the operation of your meter. PAYG accounts will be on our standard tariff and details of same can be located at www.flogas.ie.

We will issue a statement on your PAYG meter account every quarter. PAYG meters are not suitable for everyone and therefore we will need to ascertain your suitability on a case by case basis when you contact our customer service team. In addition to this, the Network Operator may also decide on visitation to your home that you are not suitable for a PAYG and accordingly notify us. Where it is found that the PAYG meter is not a suitable solution for you we will look to find a suitable alternative solution for your account.

When you have your PAYG meter installed you will also be given a Top Up Card. This card is important and will only work in your meter, therefore you must keep it safe. You will need your energy card to top up your meter. You can top up your card by purchasing a top-up credit at any approved Postpoint, Payzone outlet or An Post. Once you have topped up your card it can be used in your meter. You can obtain details of approved vending outlets at www.payzone.ie, www.postpoint.ie or www.anpost.ie. If you purchase a Top-Up from an unapproved vendor, it will not work on your PAYG meter and this payment cannot be refunded to your account.

If your card is not working, send it into us to determine if there is credit due to you. If there is credit on the card received, we will issue a credit message for you to collect on your next visit to your top up outlet. If you lose your card you will need to return to the outlet to purchase a new card for your meter, the cost of the card will be confirmed by your vending outlet.

Should you run out of credit and cannot get to an outlet to top up, your meter does have the functionality to provide you with €10.00 emergency credit. To access the emergency credit, you must enter your card into the meter, you will then be presented with the option to use the emergency credit and you must press the button to accept. It is important to note that once you use your emergency credit, you cannot use it again until you have repaid the full emergency credit amount back to the meter. You can repay the emergency credit on your next top up. Emergency credit is for energy usage only and therefore standing charges will accrue while emergency credit is in use. This will need to be paid back along with any emergency credit owing on your next top up.

To avoid self-disconnection, it is important that you ensure that you always have enough credit on your meter. The CRU has put in place measures to protect vulnerable customers against disconnections. We will not disconnect a customer who is registered with us as vulnerable, however, if you have a PAYG meter installed and do not maintain the required credit the meter will not continue supply until such time that the meter is topped up again. This will mean that supply will be cut off regardless of the time of year (including Winter months) if there is no credit in the PAYG meter.

Credit can build on your PAYG meter which will link back into your account with us. In the case where you have credit on your account and you wish to have this refunded to you, you should contact our Customer Care Team on 041 98 74874. Customers who close their PAYG account and have a credit balance can call our Customer Care Team to arrange for a refund which will be issued once verified no more than 10 working days from request.

We will issue a quarterly statement to all our active PAYG customers. Your statement will include details of your consumption, payments and any debt outstanding together with the amount of debt repaid during the period of the statement. You may at any stage check the balance of debt on your meter or by contacting our Customer Care Team. Our customer care team can also review your account and discuss in line with your repayment pattern the expected term for full repayment of any debts outstanding and assist you to understand your meter further.

For further information or advice on our PAYG and their operations you can contact our customer care team on 041 98 74874 or in the case of emergencies please contact GNI emergency line on 1850 205050 or ESB Networks on 1850 272 999

Complaints

Flogas is committed to providing the highest level of service to our customers, however, we are aware that from time to time issues can arise, and we want to ensure that where this happens we provide our customers with a transparent and efficient method to deal with the issue and raise complaints accurately.

Special arrangements can be made for customers who have additional communication requirements and those whose first language is not English by contacting our Customer Care Team on 041 98 74874.

A COMPLAINT IS DEFINED AS:

The expression (through various possible channels, letter, email, phone call, physical claim) of a customer's dissatisfaction and his/her explicit expectation for a response or resolution. The term explicit denotes that the customer states he/she is seeking some action to address his/her concern, even if he/she is not able to identify and state what action is required.

STEP 1

Please contact us. You can contact us at 041 98 74874 or email info@flogasnaturalgas.ie. Alternatively, you can contact us by letter, our postal address is Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3.

If you contact us in writing, we guarantee that we will acknowledge your complaint within 5 working days of its receipt and we will respond within 20 working days.

We aim to resolve all complaints as quickly as possible and in the case of more complex complaints within 20 days. If you contact us by telephone, we aim to resolve your complaint during the call. If this is not possible we will provide you with a contact name and a time frame within which you will receive a response.

In some cases, it may not be possible to resolve your complaint within 20 working days from receiving the complaint. In this case, we will contact you and agree a time frame with you, we will also give regular updates. If we were at fault, we will apologise to you. Where we have been able to resolve your complaint we will provide you with a clear outcome of the complaint, including the relevant explanation surrounding the complaint and where appropriate a relevant form of redress will be confirmed and applied. Where the customer's account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee at the nominated address via cheque payment.

STEP 2

If you believe we have not resolved your query you may request that it is escalated to our Customer Care Team Leader. Our Team Leader will review your case and issue complaint response or closure proposal within 10 working days. When the complaint handling process has been completed, you will receive written notice of same from our Customer Service Team Leader including the details of the CRU's Customer Care Team should you wish to escalate the complaint further.

STEP 3

If you believe we have not resolved your complaint you may refer your complaint to the Commission for Regulation of Utilities (CRU) for further review. Where the CRU has issued a direction for compensation or redress Flogas will make payment to the customer within 14 days or within one billing period where compensation or redress is in the form of an energy credit to the customer's account. Where the customers' account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee.

The Commission will only review your complaint if you have completed the full Flogas complaints process and they have confirmed same with us.

CRU's Energy Customers Team

Phone: 1890 404 404 **Email:** customercare@cru.ie

Post: Energy Customers Team, Commission for Regulation of Utilities, The Exchange, Belgard Square North, Tallaght, Dublin 24.

Any decision made by the CRU is binding and will be implemented within 10 working days.

If we fail to meet any of our Customer Charter commitments Flogas will apply compensation within 10 working days. If we fail to meet our service commitments to you as outlined in our Code of Practice on Complaint Handling, we will apply a compensation of €30 as per our Customer Charter. This can be applied by credit to your account however, be it a case where you are no longer with us it can be issued to you by another method.

For more information please contact:

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