RETAIL ENERGY CODE

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NON-CONFIDENTIAL CONSOLIDATED CONSULTATION RESPONSES

R0287 – CLARIFICATION AND AMENDMENTS TO ANNULMENT DEFINITION IN SCHEDULE 23 – ALIGNMENT WITH SLC OBLIGATIONS

R0287A – CLARIFICATION AND AMENDMENTS TO ANNULMENT DEFINITION IN SCHEDULE 23 – ALIGNMENT WITH SLC OBLIGATIONS

On 05 December 2025, the Code Manager issued a consultation to industry to seek feedback on the Change Report (For Consultation) for R0287 – Clarification and Amendments to Annulment Definition in Schedule 23 – Alignment with SLC Obligations, and it's alternate R0287A.

The purpose of this document is to consolidate the responses and for the Code Manager to answer any questions raised within those responses.

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LEAD ANALYST	Bela Ashworth

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Question 1:	Did you attend Change Issues Group on Thursday, 04 December 2025?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	No.	Thank you for your comments.
So Energy (Energy Supplier)	No	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	SSE had representation at the Changes Issues Group on Thursday, 4 December.	Thank you for your comments.
Octopus Energy (Energy Supplier)	Yes	Thank you for your comments.
EON Next (Energy Supplier)	Yes	Thank you for your comments.
Centrica (Energy Supplier)	Yes, the proposer of R0287A presented slides to the industry outlining the rationale for an alternative solution. However, the rationale presented also raised several questions. I have reached out to the proposer for clarification but have not yet received a response to the questions I submitted below: • Where you mention *"Risk of prepayment customer going off supply"*, could you provide a little more context? • Likewise, could you clarify *"Impact on the gaining and losing supplier to process opening and closing meter readings for customer switching for a day"*?	Thank you for your comments. The Code Manager has raised these comments with the proposer of R0287A and highlighted these concerns for their consideration of the proposed solution.

	• It would also be helpful if you could confirm or provide an example of the scenario where a customer contacts the losing supplier to cancel the switch. I understand this from an erroneous switch perspective, but I would have thought that once the customer agreed to switch, this would be covered under their T&Cs and cooling-off period and explained at the point of sale • You mention that a customer may not get through to the gaining supplier – could this not also apply to the losing supplier? • Finally, why would this not apply to non-domestic customers? As Schedule 23 is mandatory for both non-domestic and domestic, I would have expected it to cover both. This could lead to confusion and the process being used incorrectly Regarding the point stating "risk of prepayment customers going off supply, we do not believe this is a message that should be widely socialised, as it creates further uncertainty in the market and undermines a healthy switching environment. If this is indeed the intended message behind that point, it could have negative implications for market confidence and competition.	
ScottishPower Energy Retail Limited (Energy Supplier)	Yes, we attended the Change Issues Group on 4 December 2025.	Thank you for your comments.

Question 2:	Do you have any comments on either solution for R0287 and R0287A?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	No response given.	N/A
So Energy (Energy Supplier)	Support Scottish Power proposal to split domestic and non-domestic.	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	As a non-domestic supplier, we feel that R0287 meets the problem statement and the alternative is not necessary.	Thank you for your comments.
Octopus Energy (Energy Supplier)	No, both proposals are clearly written	Thank you for your comments.
EON Next (Energy Supplier)	Based on the conversations that were had in CHIG we agree with REC that there needs to be a review of the annulment process in its entirety to ensure that the customers journey is as easy as it can be and that they are protected from poor supplier sales practices. Whilst we agree that the current process will need to be refined to ensure that there is clarification on the process, we are not entirely supportive of R0287 as we do not believe that the schedule should reflect the exact wording of the licence, this would cause additional changes needing to be raised, should the licence be amended in future. We do not support the alternative solution as we do agree with REC's position that this does not support the current licence condition and would in fact amend the intent of the annulment process.	Thank you for your comments. In regard to comments on exploring other avenues related to the proposed solution for R0287A, we would welcome Parties to raise a standalone REC Change/Issue.

Centrica (Energy Supplier)	As the proposer of R0287, we believe this proposal delivers a clear, comprehensive, and transparent solution. It removes ambiguity and misconceptions about how the process should be applied, remaining consistent with the original intent established during the FMRS era and contained with Licence. While we acknowledge the industry evolves rapidly, the annulment provisions were introduced by Ofgem to safeguard customers who have been erroneously switched, specifically where a contract had not been entered into by the customer. This purpose is clearly set out in Ofgem's decision documents and consultations, including the Statutory Consultation on proposals to modify licence conditions related to the Switching Programme. In contrast, R0287A appears to introduce a new reason for terminating the progress of a registration rather than aligning with the existing Standard Licence Conditions (SLC 14). Although the proposal suggests there is a case for change, we believe this should be explored through other avenues, potentially with Ofgem as policy change to be developed and incorporated in licence if Ofgem believes it to be in the consumer's interest, potentially with changes to the Retail Energy Code. We do not consider R0287A to be an appropriate alternative to the original change. Furthermore, the rationale provided does not appear sufficiently robust or compatible with the existing regulatory framework; therefore, engagement with the regulator to consult on key licence conditions changes would be advisable. Additionally, R0287A risks encouraging poor sales practices, which we have already observed following previous changes intended to clarify the process. Based on supplier behaviour, this could create significant confusion in the market and destabilise the switching regime.	Thank you for your comments. In regard to comments on exploring other avenues related to the proposed solution for R0287A, we would welcome Parties to raise a standalone REC Change/Issue. We agree that any policy changes would need engagement with Ofgem to explore amendments to the relevant Licence Conditions, with potential for follow-up changes to the Code.

	The SLCs clearly state that customers must confirm they have not entered into a contract. We do not believe that contacting customers who have already initiated a withdrawal from the losing supplier and agreed a new contract with another supplier through their own choice, often with incentives to remain with their current supplier, aligns with the original intent of annulments. We have also seen instances where this has caused confusion for customers, leading to customer detriment and complaints arising from inappropriate sales tactics. There is already a clear process set out in both the code and licence for customers who change their mind. As referenced in Ofgem's statutory switching consultation, it was clearly stated that "*annulments should not be used for any other circumstances given the potential for misuse, such as attempts at customer win-backs or artificially extending the cooling-off period*". We also note that this change only seeks to mandate the process for residential customers, not non-domestic customers. This inconsistency could lead to confusion among suppliers and new market participants who may not fully understand the intent of the obligation set out in the code. There is a risk that similar practices could emerge in the non-domestic space due to this lack of alignment with R087A as it appears to only mandate domestic customer activity. In contrast, R0287 provides clarity for both domestic and non-domestic customers regarding the use of annulments, ensuring a consistent and transparent outcome across the market and the Code – which is in full alignment with the SLCs and Ofgem policy intention.	

	Moreover, this proposal does not promote a healthy, competitive switching market. Smaller market participants with limited customer bases could be disproportionately targeted by larger suppliers using such practices, leading to potential detriment, and undermining fair competition within the energy market.	
ScottishPower Energy Retail Limited (Energy Supplier)	**R0287** We do not support the proposed solution for R0287. This is because the proposed solution would restrict the use of the Annulments process to particular licence conditions (namely SLC 14.2(d),14.4(c) and 14.10), despite consumers already benefitting from a wider application to circumstances contemplated in other licence conditions (e.g. 14A). We strongly believe this wider use contributes to enhancing the overall customer experience during the switching process, whereas the proposed solution would simply see these benefits disappear. To offer an example: the Consumer Contract Regulations (2013), facilitated through SLC 14A.1(b), allow the customer to ask their existing (losing) supplier to act on their behalf. SLC 14A.1(b) allows the customer to notify the gaining supplier that they no longer wish a transfer to proceed. Importantly, there is no restriction on the customer giving consent to third parties to provide such notification on their behalf, only that a "clear statement" must be provided. As such, this consent may extend to the existing (losing) supplier, who can give effect to the customer's instruction via the Annulments process. This is a far more efficient process for the customer who does not need to take further, potentially time consuming, action.	Thank you for your comments. We note that that the respondent has highlighted the Consumer Contract Regulations (2013) and SLC 14A.1(b), however, as laid out in the Business Case Assessment section of the Change Report, the Code Manager disagrees with the extension of this scenario to the Annulments process. Existing regulatory and Code guidance on the use of the Annulments process is clear that it is governed only by SLC 14 Customer Transfer Blocking. On the other hand, SLC 14A relates to Customer Transfers and lays out the Supplier's obligations in ensuring all reasonable steps are taken to complete a Supplier Transfer as soon as reasonably practicable and, in any event, within five Working Days of the Relevant Date – unless a relevant Energy Supplier has prevented the proposed Supplier Transfer in accordance with SLC 14.2(a) to (b) or 14.4(a) to (d), i.e., the Annulments process has been triggered.

	To mitigate the risk of the Annulment process being abused the current REC Schedule 23 pp 10.2 explicitly requires that the customer's clear consent be retained for at least one year, ostensibly for audit reasons. Also, the proposed solution for R0287 suggests that the definition of annulled and annulment request in REC Schedule 1 be amended to align with the definition of annulments in the supply licences. This is quite confusing as Annulment is not defined, nor even mentioned anywhere in the supply licences. R0287 proposed legal text states: "This evidence must demonstrate that the Consumer asked the Losing Supplier to prevent the Switch from taking place". We disagree with this proposed wording. A losing suppliers can become aware of the Erroneous Transfer through other scenarios and could make a use of the Annulment process to prevent Erroneous Transfer, prior to the Secured Active stage. Suppliers are required to retain evidence of the reason for the use of the Annulment process. Adding this line to the legal text would restrict the use of the Annulment process for only when the customer contacted the energy supplier.	Reading this obligation in conjunction with SLC 14, it is clear that the Annulments process is currently limited to the specific circumstances where the Consumer has not entered into a Contract with the proposed new Energy Supplier and asks the licensee to prevent the proposed Switch from taking place. While we recognise there may be merits in providing additional avenues for a Consumer to notify either their Losing or proposed Gaining Supplier to take action on their behalf, this is not within the scope of the Annulments process and it would be outside the scope of this Change Proposal to introduce such avenues into the Code without there being a regulatory framework to support this change. Such policy changes would need engagement with Ofgem to explore amendments to the relevant Licence Conditions, with potential for follow-up changes to the Code. We would welcome Parties to raise a standalone REC Change/Issue to explore this issue. We also note the concerns raised about R0287's proposed amendments to REC Schedule 1. While Annulment is not defined within the Licence Conditions, the proposed

		amendment is to explicitly link Annulment Request to the existing definition within SLC 14.3 and 14.10. Additionally, the proposed wording of “This evidence must demonstrate that the Consumer […] asked the Losing Supplier to prevent the Switch from taking place” replicates SL 14.4(c) in order to avoid misalignment between the Code and the Licence Conditions and retain the policy intent of the process.

Question 3:	Do you have a preference between the R0287 and R0287A solution? Please explain why.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	We prefer the solution given in R0287. We believe that implementing the R0287A solution would not sufficiently align the REC schedule with the annulments process as outlined in the supply licence conditions. We are also concerned about potential consumer harm if R0287A is implemented. We believe the annulments process should relate solely to consumers without contracts and resolve mistakes where the consumer has not entered into a valid contract with the proposed gaining supplier. R0287A would allow the annulments process to be used more generally if the consumer does not wish the supplier transfer to take place, rather than the specific circumstances where the consumer states they have not entered into a contract with the proposed gaining supplier. This means that the proposed losing supplier could stop a switch from taking place even if the consumer has a valid contract with the proposed gaining supplier. This could result in the consumer breaching their contract with the proposed gaining supplier, and may result in the consumer having to pay exit fees.	Thank you for your comments. We acknowledge your concerns regarding potential Consumer harm and have taken them into consideration in the Change Report (Final Recommendation).
So Energy (Energy Supplier)	R0287A	Thank you for your comments.

SSE Energy Supply Limited (Energy Supplier)	As mentioned above, we believe that R0287 meets the needs of this issue.	Thank you for your comments.
Octopus Energy (Energy Supplier)	Whilst R0287A would potentially make the overall customer experience of the market better, by giving them options on who they can contact if they change their minds. R0287 would be our preferred option, as it aligns with the current SLC 14. If we were to go with R0287A we feel the licence change would also be required. The customer has also entered into a legal contract with the new supplier, and therefore should contact them to cancel it during the cooling off period .	Thank you for your comments.
EON Next (Energy Supplier)	We prefer the original solution however as we have noted in our response to Q2, we do not believe the amended drafting should reflect the exact wording of the licence conditions. Whilst this will clarify the intent of the annulment process, it will duplicate change required should the licence need to be amended.	Thank you for your comments. We have similarly highlighted in the Change Report that R0287's proposed solution may lead to a future, duplicate change required should the Licence be amended, however, due to the risk of confusion and misuse of the Annulment process as a result of misalignment between the Code and the Licence, we felt it pertinent that the Code explicitly references the relevant Licence Conditions. Should a duplicate change be required to update the references, the policy intent should still be retained.
Centrica (Energy Supplier)	We believe R0287 is the preferred option as it aligns with the SLCs and reflects the original policy intent behind the introduction of this process,	Thank you for your comments.

	i.e. to prevent the erroneous transfer of a customer who had not signed a contract with the gaining supplier. In contrast, R0287A risks misinterpretation and could cause significant detriment to the market over time. Furthermore, we do not consider R0287A to be a clarification change; rather, it represents a standalone change that requires careful consideration and wider industry input, including engagement with Ofgem.	In regard to comments on exploring other avenues related to the proposed solution for R0287A, we would welcome Parties to raise a standalone REC Change/Issue.
ScottishPower Energy Retail Limited (Energy Supplier)	Our preference is for R0287A to be approved for implementation. This option provides for an improved customer journey and experience while addressing a gap in the current REC process. R0287A while catering for an ET scenario, also covers scenarios where a customer wishes to remain with the losing supplier with no change of supply taking place. In such situations, customers have the following options available to them: • instruct the losing supplier to terminate the switch before it becomes Secured Active – the current wording of the REC for the annulment process provides a route for the customer to provide consent to the losing supplier to inform the gaining supplier of their clear statement to cancel the switch (aligned with their rights under the Consumer Contract Regulations 2013 and facilitated through SLC 14A); or • contact the gaining supplier directly to provide a clear statement that they wish to cancel the switch before it becomes Secured Active (aligned with their rights under the Consumer Contract Regulations 2013 and facilitated through SLC 14A) and the gaining supplier withdraws the switch request.	Thank you for your comments. The Annulments process is limited to the specific scenario in which the Consumer has informed the Losing Supplier to prevent a Switch from progressing only for the reason that they have not entered into a valid contract with the proposed Gaining Supplier. This is clear within SLC 14 and Ofgem's Switching Programme and Retail Code Consolidation consultation response (2021). While we acknowledge that there may be a gap in the current REC process to address other scenarios where a Consumer wishes to remain with their Losing Supplier, we believe it is beyond the scope of this Change Proposal, and the Code, to broaden the Annulments process in this way. To do so would require further engagement with the Regulator and a potential policy change, with changes to the Code to follow.

	Alternatively, the losing supplier could also make the customer aware of the following option: • Once the switch has become Secured Active with the gaining supplier, then the losing supplier could submit a new switch request. The customer will then switch to the gaining supplier for a minimum of one day before switching back to the losing supplier. The options highlighted above have different impacts on the customer journey which we have highlighted below: **Losing supplier uses annulment process.** • Better customer experience – losing supplier completes all action on behalf of the customer. • Use of an existing CSS technical solution (Annulments) at no additional cost to the suppliers and ultimately the consumer. • Cleaner process as the switch does not take place. **Customer contacts the gaining supplier** • The customer gets a poorer experience by having to take multiple actions when the losing supplier can already resolve on their behalf. • Risks that the customer may not get through to the gaining supplier. It is a better experience if the supplier they are currently speaking to is able to take all actions on their behalf instead of being told to contact the gaining supplier and then call back. In this case, customer would have had to make two additional calls to get what they want. In a faster switching	Additionally, while we note the potential benefits to the Consumer in introducing other avenues to improve the Switching journey during the cooling-off period, this currently cannot be done through the existing Annulment process and technical solution. Annulments, Objections and ETs are clearly delineated within CSS and to Market Participants. To use Annulments in a way that it was not intended for risks creating confusion for Market Participants and Consumers and is ultimately harmful to the Consumer, hence the raising of this Change Proposal to better align the Code with SLC 14.

	world, it's not a good customer journey if multiple actions need to be taken to get a desired outcome. **Losing supplier submits a new switch request** • There is an operational impact on the gaining and the losing supplier to process opening and closing meter readings for customer switching for a day. • It creates confusion for the customer as they switch for a day prior to switching back to their losing supplier. In summary, R0287A delivers a superior customer journey and experience, with minimal impact on energy suppliers. It offers a streamlined and efficient process compared to scenarios where the switch must occur first. Conversely, restricting annulments solely to prevent ETs might create adverse impacts on customers and energy suppliers. It is important to highlight that this process is already in use across the industry, as supported by the current wording in REC Schedule 23 Pp 10.1 and 10.2. To date, there has been no evidence of customer detriment or market distortion that would justify the restriction of the use of this process to only ETs. The proposed solution for R0287A also refines the process further by catering for non-domestic suppliers by restricting the use of annulments for only ET scenarios due to the absence of a cooling-off period for non-domestic customers.	

Question 4:	Do you agree with the implementation approach (big bang)?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	No response given.	N/A
So Energy (Energy Supplier)	Yes	Thank you for your comment.
SSE Energy Supply Limited (Energy Supplier)	Yes, SSE agrees with the implementation approach.	Thank you for your comment.
Octopus Energy (Energy Supplier)	Yes we agree with this approach	Thank you for your comment.
EON Next (Energy Supplier)	Yes, we do.	Thank you for your comment.
Centrica (Energy Supplier)	Yes	Thank you for your comment.
ScottishPower Energy Retail Limited (Energy Supplier)	Yes	Thank you for your comment.

Question 5:	Do you agree with the Code Manager's assessment of cost and benefits for both R0287 and R0287A?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	We agree with the Code Manager's assessment of the cost and benefits for R0287 and R0287A.	Thank you for your comments.
So Energy (Energy Supplier)	Yes	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	Yes, SSE agrees with the Code Manager's assessment of the costs and benefits.	Thank you for your comments.
Octopus Energy (Energy Supplier)	Yes	Thank you for your comments.
EON Next (Energy Supplier)	Yes, we do.	Thank you for your comments.
Centrica (Energy Supplier)	We believe R0287 is the preferred option as it aligns with the cost-benefit assessment conducted by the Code Manager. In contrast, R0287A does not deliver the same value. The industry has already invested significant time and resources implementing last year's change (R0119), which unfortunately introduced considerable ambiguity into the market. If R0287A were to be implemented, it is highly likely that the industry would need to revisit and rework this process in the coming years, resulting in further inefficiencies and unnecessary costs.	Thank you for your comments. The Code Manager has taken concerns raised into consideration in the Change Report (Final Recommendation).

ScottishPower Energy Retail Limited (Energy Supplier)	No, we disagree with the Code Manager's assessments of the costs and benefits of both change proposals. R0287A **Improve Clarity on the Annulment Process.** We disagree with the Code Manager's assessment that "the proposed legal text does not align with Ofgem's annulment process as outlined in SLC 14." and "further confuse Consumers" R0287A proposed solution is fully in alignment with the Energy Supply Licence SLC14.2(d), 14.4(c), 14.10 and 14A.1 (b) (please refer to our response to Question 2 and 3) and further addresses a process gap currently not provided for in the REC but managed using Annulments. Also, the guidance referenced was last modified/updated in 2023 and predates the REC R0119 change implemented in 2024, which was raised to clarify the definition and application of Annulments. We also reject the assertion that implementing R0287A would create confusion for consumers and REC parties. If there is evidence of confusion or, more importantly, consumer detriment, it would be appropriate that such information is shared with parties as part of this consultation. R0287 – We believe that the R0287 proposed solution would instead confuse the customer, would give poorer customer switching experience (customer may not get through the gaining supplier) by having to take multiple actions in the faster switching world. **Ensure a Positive Switching Process for Consumers.** Implementation of R0287A's proposed solution would ensure positive consumer switching experience. Customer does not have to take	Thank you for your comments. The Code Manager notes that R0287A "further addresses a process gap currently not provided for in the REC but managed using Annulments". The process described within the response does not align with the Annulments process, which is only permitted under a singular use case. Introduction of additional scenarios would be beyond the scope of this Change Proposal. However, we would welcome the raising of a separate, standalone REC Change/Issue to explore improving the Consumer Switching journey during the cooling-off period. We note the guidance was last modified in 2023 and predates the implementation of R0119. This will be updated as part of the implementation of either R0287 or R0287A. However, we would also highlight that the guidance continues to refer to Ofgem's Switching Programme and Retail Code Consolidation (2021) response, which maintains that the Annulments process will only be permitted where a customer has informed the Losing Supplier (Supplier A) that it has not entered into a contract with another supplier.

	multiple actions; the losing supplier completes all actions on behalf of the customer. It does not cause any confusion for the customer and it's a cleaner process as the switch does not take place. We do not consider the proposed solution to conflict with SLC 14. We also disagree with the Code Manager's assessment that this change would result in non-compliance with the SLCs. The responsibility for determining compliance with Standard Licence Conditions falls outside the Code Manager's remit; therefore, it does not have the authority to make such judgments. **Fully Align the Annulment Definition in the REC with the Energy Supply Licence.** R0287A proposed solution is in line with the current wording in the REC for the annulment process and with the SLC 14.2(d), 14.4(c), 14.10 and 14A.1 (b). It provides a route for the customer to provide consent to the losing supplier to inform the gaining supplier of their clear statement to cancel a switch (aligned with the rights under the Consumer Contract Regulations 2013 and facilitated through SLC14A The proposed legal text, which serves as the operative document governing R0287A, appropriately addresses the scenarios envisaged within these licence conditions. **Cost Benefit Analysis.** We acknowledge the Code Manager's position that, there are no direct costs associated with the R0287 change. However, implementing R0287 would create a significant gap in the consumer switching journey. This gap could perhaps require a new process to be designed within CSS, which would inevitably have a cost impact on consumers.	Finally, we also note concerns that R0287 "would create a significant gap in the consumer switching journey. This gap could perhaps require a new process to be designed within CSS, which would inevitably have a cost impact on consumers". Again, we would welcome the raising of a separate, standalone REC Change/Issue to explore improving the Consumer Switching journey during the cooling-off period. This may not result in the introduction of a new process within CSS, however, broadening the scope for the use of the Annulments process requires further engagement with the regulator and potentially a policy change. The changes to the Code would follow.

	At a time when the sector is placing renewed emphasis on addressing debt, we do not consider it appropriate to encourage additional expenditure on designing and implementing a new technical solution. In summary, R0287A change has the following benefits: • Improved clarity on the annulment process • Ensure positive consumer switching experience – Customer is not having to take multiple actions, losing supplier completes all action on behalf of the consumer • Alignment with the current wording in the REC for the annulment process and with the SLC 14.2(d), 14.4(c), 14.10 and 14A.1 (b). No additional cost to the energy suppliers and the consumers by making use of an existing CSS technical solution (Annulments) and a much cleaner process as the switch does not take place.	

Question 6:	Do you agree with the Code Manager's assessment of the Change Path, that this should be Authority Determined following voting by the REC Change Panel?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	We agree that this change should be Authority determined, particularly given the relevance of the definition of annulments to the supply licence conditions.	Thank you for your comments.
So Energy (Energy Supplier)	Yes.	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	No, SSE believes that as this change has no consumer costs and is only updating Rec Schedule 23 to align wording with existing licence conditions it should not be Authority determined. We do not see any reason why this change cannot be subject to self-governance approval.	Thank you for your comments. The Responsible Committee (REC Change Panel) have voted for this Change Proposal to be Authority Determined, but this may be reviewed as part of their consideration of the Final Recommendation.
Octopus Energy (Energy Supplier)	Yes, we agree with the Code Managers Assessment	Thank you for your comments.
EON Next (Energy Supplier)	Yes, we do.	Thank you for your comments.
Centrica (Energy Supplier)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	Yes, we agree this change should be subject to Authority determination.	Thank you for your comments.

Question 7:	Do you agree with the Code Manager's recommendation that R0287 is approved and R0287A is rejected? If not, please explain why?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	We agree with the Code Manager's recommendation that R0287 is approved, and that R0287A is rejected.	Thank you for your comments.
So Energy (Energy Supplier)	No	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	SSE agrees with the Code Manager's recommendation that R0287 is approved and R0287A is rejected.	Thank you for your comments.
Octopus Energy (Energy Supplier)	Yes, we agree with this recommendation	Thank you for your comment.
EON Next (Energy Supplier)	Yes, although we believe the drafting for R0287 should be amended so this does not reflect the exact wording of the licence conditions.	Thank you for your comments.
Centrica (Energy Supplier)	Yes As we need to ensure that poor sales tactics are not being used across the industry.	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We do not agree with the Code Manager's recommendation that R0287A be rejected for reasons set out in our response to Question 3 and Question 5.	Thank you for your comments.

Question 8:	Do you agree with the Code Manager's recommendation that this Change Proposal should be approved for implementation on 27 February 2026? If not, please explain why?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	No response given.	N/A
So Energy (Energy Supplier)	Yes	Thank you for your comments.
SSE Energy Supply Limited (Energy Supplier)	Yes, SSE agrees that this change should be approved for implementation on 27 February 2026.	Thank you for your comments.
Octopus Energy (Energy Supplier)	Yes, we agree with the code managers recommendation	Thank you for your comments.
EON Next (Energy Supplier)	Yes.	Thank you for your comments.
Centrica (Energy Supplier)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We have no objections to the implementation date.	Thank you for your comments.

Question 9:	Do you have any other comments relating to this Change Proposal?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Citizens Advice (Consumer Advocate)	No response given.	N/A
So Energy (Energy Supplier)		N/A
SSE Energy Supply Limited (Energy Supplier)	By referencing the licence conditions under R0287, there shouldn't be a requirement to update the REC Schedule 23 if the licence conditions were to change. This would not be the case for R0287A.	Thank you for your comments.
Octopus Energy (Energy Supplier)		N/A
EON Next (Energy Supplier)	As we have alluded to in other questions, we believe a review of the entire annulment process should be completed to ensure that there is no room for unfavourable sales practices and that customers are protected.	Thank you for your comments. The Code Manager will take this into consideration; however, a review of the annulment process in its entirety is out of scope of either R0287/A. We would welcome the raising of a separate, standalone REC Change/Issue.
Centrica (Energy Supplier)		N/A
ScottishPower Energy Retail Limited (Energy Supplier)	We believe that R0287A facilitates better consumer switching journey and experience than R0287 proposed solution. It has minimal impact on energy suppliers and offers a much cleaner process. On the other hand, if Annulments are to be restricted just to prevent Erroneous Transfers,	Thank you for your comments.

	that will have an adverse impact on both the consumers and the energy suppliers. The R0287A change allows the losing supplier to take complete action on behalf of the consumer and deliver the following additional benefits: • To drive efficiency and introduce a quick switching process for the consumers, making it easier for them to switch, this was one of the Ofgem's Faster Switching programme objective. Ofgem is moving towards a more outcomes-based, principles-led regulatory framework enabling consumer choice and expect energy suppliers to prioritise delivering excellent customer experience and consistently high levels of consumer satisfaction. R0287A deliver the benefits that Ofgem are looking for the energy suppliers to deliver.	