

Pinergy

**Response to consultation 'Review of the Electricity and Gas
supplier's handbook'**

CER/16/031

2 May 2016

Pinergy welcomes the Commission for Energy Regulation's proposed review of the suppliers' handbook and sets out below our responses to the questions raised.

Q1 The relationship between the Supplier's Handbook and other retail market requirements – the CER is seeking views on the introduction of a set of overarching principles with a general application to both domestic and business customers.

The relationship between the Supplier's Handbook and other retail requirements needs to be considered carefully. There is a panoply of legislation and rules which govern the behaviour of suppliers.

In particular, we think it is important to understand the core purpose of the Suppliers' Handbook as it exists, as we saw it, was primarily a guide for the development of an appropriate customer charter and code of practice, as required by European and Irish law. By extension it serves as a guide for supplier behaviour in dealing with customers. We would in general welcome the extension of the Handbook to codify the Commission's other directions to suppliers and perhaps to state a general approach to regulation of suppliers and we welcome the idea of the principles in this spirit.

We believe that some of the principles as they are proposed are clearly enough stated in consumer legislation, the legislation related to the energy market, the licences, the agreements (such as the the agreements between suppliers and the network companies). If these principles were to form part of the handbook, it would need to be clearly understood whether the principles are intended to be normative (i.e., that these are legal requirements, which need to be complied with in addition to other legal requirements) or descriptive (i.e., that the principles serve as a non-binding summary of the broad range of applicable laws and rules).

We would make the following observations about the specific principles.

Principles 1, 2 and 3 are largely covered by in the Supply Licence, the Network agreements to which Suppliers are a party, the market monitoring decision, and EU and Irish consumer law.

Principle 4 would appear to follow from consumer law generally and the need to communicate clearly. The requirement to communicate in clear language should certainly be incorporated in suppliers' charters and codes of practice. We would also note that Principle 4 may be ambiguous in that it is unclear whether it means that each supplier should have its own terminology or that all suppliers should have one shared set of terminology.

Principle 5 states a very important idea, that the consumer's rights have to be 'baked in' to the way each supplier does business. We think it is part of the purpose of the customer charter and codes of practice - to lay down in clear terms how the company plans to ensure that consumers are properly treated -. This principle may well be sufficiently embodied in the practice of preparing these documents (though the purpose and spirit of these documents would benefit from being better explained).

The spirit of Principle 6 in relation to disconnections is welcome. We think for maximum effectiveness it might be better placed at the head of the section describing requirements for the Disconnection Code of Practice. We would recommend differentiating between self-disconnection and full de-energisation. Self-disconnection should certainly be avoided as much as is possible, but is easily and quickly remedied even if the customer has no cash by means of an IOU. De-energisation is a much more serious matter because of the cost, disruption and embarrassment which it causes.

Principle 7 raises an important issue, but seems to relate to very specific circumstances and particular practices at the present time, rather than a long-term issue.

As we say, it is very important that the Supplier's Handbook be legally effective and be seen to be effective. The Supplier Handbook's force in law at the moment derives clearly from SI 463/2011. A set of principles in a more broadly based handbook's authority would appear to derive from Condition 15 of the Supply Licence. The strong and broad wording of the clause might turn out in practice to be less effective than it might appear because of the constitutional situation in relation to instruments drafted without reference to the Oireachtas.

We agree that suppliers' adherence to these principles would be beneficial to customers, suppliers and the industry as a whole. We would be concerned that the principles would only add further layers to the existing panoply of rules and would not replace or in any way consolidate them.

We further agree that any breach of these principles is in general terms a serious matter. However it is not clear to us that the Supplier's Handbook in itself has the strong legal force that a customer charter or code of practice provided for under legislation would have.

In general terms, we believe these principles should apply to domestic and commercial customers alike.

We would note that one issue not addressed by the principles is the assumption of straightforward and honest dealing on the part of the consumer. It might be worth clearly stating either in a general principle or in a major section of the handbook that where customers commit fraud or engage in dishonest behaviour, they are no longer entitled to the protection of the charter, the codes or general principles.

Q2 Suppliers' representatives – the CER is seeking views on the introduction of proposed requirements aimed at strengthening the customer protection framework for customers who deal with suppliers' representatives acting on behalf of energy suppliers

We agree that the requirements of the supplier handbook should apply to suppliers and their agents. In practice, there may need to be procedures to ensure that where a difficulty arises, that it is dealt with rapidly and effectively, no matter whether it is carried out by an agent, or one of the supplier's own employees.

Q3 Suppliers' obligation to bring the Codes of Practice to the attention of energy customers annually

Pinergy is happy with the proposed amendment. However, Pinergy draws attention to issues with 'consumer fatigue' and 'bill shock'. The large volume of extra material printed on and supplied with bills may pass the consumer by.

We note the role of CER as the ‘Single Point of Contact’ in relation to consumer rights of energy customers under SI 463/2011. Whilst suppliers must play their part it is also important for CER to continue to foster and strengthen its role in this regard.

Q4 Respondents are invited to comment on whether the current requirements of the introductory section (i.e. Introduction, Application and Approval Process) require updating.

It would be worth considering whether the list of items in the introduction was in the form of an unambiguous checklist, stating clearly what the supplier must do to meet the requirement. For example it is ambiguous whether the principle of universal design should be specifically mentioned and addressed in the charter. The list in the introduction will clearly need to be adjusted to any new requirement in the supplier handbook.

Q5 Respondents are invited to comment on whether the current requirements of this section require updating. Should other requirements be considered for inclusion? Please provide arguments to substantiate your point of view.

We do not believe these requirements need updating.

Q6 Suppliers must ensure that the information provided to customers either in writing or verbally through marketing and advertising campaigns is:

- a. complete, accurate, transparent and not misleading in terms of information that is provided and omitted***
- b. specifies clearly the offer / product being marketed***
- c. communicated in plain and accessible language***
- d. relates to the products or services which are appropriate to the customer to whom it is directed***
- e. fair in both term of its content and format of presentation”***

Pinergy agree with this proposal.

‘Q7 Suppliers are required to publish all publically available tariffs for household customers on their website. Suppliers should ensure that the tariff page bears a self-explanatory title such as Current Tariffs, includes all publically available tariffs and is easily identifiable and accessible on the home page of their website’.

Pinergy agree with this proposal.

However, we note that as ‘smart’ tariffs are introduced in the future, this arrangement may no longer be adequate. Suppliers may wish to tailor tariffs to a customer’s usage and may not be in a position to offer all tariffs to all customers.

Q8 Suppliers are required to communicate changes in publically available tariffs and the launch of publically available energy offers to accredited price comparison websites. The notification should be sent in sufficient time to allow the accredited price comparison websites to include the changes in price comparison calculations in accordance with the principles of the accreditation framework for price comparison websites

Pinergy agree with this proposal.

Q9 (1) Reference to all charges applicable to the offer (i.e. standing charge, prepayment charge) and where to access these charges

b) The estimated average annual bill associated with that promotion based on CER estimated annual consumption figures, inclusive of energy related discounts, cash-back, refund of cash on

customers' bills. This figure should be displayed on all advertising material, regardless of the means of dissemination.

c) This figure should include all energy costs, together with PSO, carbon tax, VAT and all other applicable charges and levies. Non-energy related elements, such as loyalty points, vouchers, free or discounted services/products must not be included in this figure.

d) Where the offer presents (information on) one element of the tariff (i.e. the unit rate or the standing charge), the offer must also present information on all the other components of the tariff. The information must be in the same font and size and presented in the same location

e) Where the offer involves discounts or savings presented either in percentages or actual amount, the information must disclose how the discounts / savings apply

f) The validity period for the offer

g) Reference to early termination fees, where applicable

h) Reference that T&Cs apply and how to access the T&Cs

Q9 (2) Any comparisons between tariffs must be based on the customer's actual annual consumption or an approved annual consumption figures and include all other applicable charges (i.e. variable and fixed charges, such as standing charges, prepayment charges, levies, taxes) and energy related discounts (such as cash backs or cash refunds) but exclusive of non-energy related elements (such as loyalty points, vouchers, free or discounted products or services). the applicable fixed charges (standing charges/ levies). Any discounts that expire in less than one year should be identified in any comparison

Pinergy favours clarity and transparency in relation to the promotion and advertising of tariffs and offers. Displaying a "bottom line" cost will greatly facilitate the consumer's decision making process. However, the tariff is only one component of the overall cost of an energy bill. We propose that where as part of changing supplier, the customer is acquiring an energy monitoring device whose purpose is to help the consumer to reduce usage, that it be permissible for the supplier to take account of this in the calculation.

Q10a Provide customers with a clear and easy to understand basis for undertaking comparisons between energy offers

Q10b Simplifying the structure of the energy tariff

Q10c Comparison with customers' own current energy plan

Pinergy favours clarity and transparency in relation to the promotion and advertising of tariffs and offers. Displaying a "bottom line" cost will greatly facilitate the consumer's decision making process. However, the tariff is only one component of the overall cost of an energy bill, the energy consumption being the other critical factor. We propose that where as part of an offer the customer is acquiring an energy monitoring device whose purpose is to help the consumer to reduce usage, that it be permissible for the supplier to take account of this in the calculation.

We feel it will be impractical to compare cost with the customer's current energy plan as the customer's own tariff will not be available in the majority of instances. It would be complex and expensive to have an accurate comparison facility available which reflected the plethora of tariffs which have been offered in the market over a long period.

Using the national average consumption is more practical. However, we would encourage consideration of the type of 'average' calculation that is used. The figure, 5,300KWh reflects the 'mean' usage of electricity. Because of the way this figure is calculated, and because of the 'long tail' of very high users, this figure can be deceptive. A significant majority of users use less than the mean figure. It would be more appropriate to publish and use a 'median' figure (which would be the amount of electricity such that half of users use less than this figure, and half of users use more). We expect that this would be in the region of 4,200 KWh and would be more reflective of typical electricity usage.

Q11 Requirements related to win-back and retention activities

Proposal 1 when engaging in win-back and retention activities suppliers must comply with the relevant requirements set out in the Code of Practice on Marketing and Sign Up.

Proposal 2 when attempting to re-acquire a previous customer who is currently registered with another supplier, a supplier is required to treat this as a new sign up and adhere to all relevant requirements outlined in the sign up process.

Proposal 3 when retaining a customer who has expressed an intention to switch to another supplier but has not yet initiated the switch, a supplier is required to adhere to all relevant requirements outlined in the sign up process

Proposal 4 Frequency and format of contacts an energy supplier may make with a customer who has expressed an intention to switch to another energy supplier.

We believe a principle based approach to win back and retention is insufficient, is prone to abuse, ultimately leading to bad customer experience, damaging the reputation of the industry as a whole. We believe that following the notification of a customer loss, supplier may attempt to contact the customer by phone on 3 occasions only. Contact at the customers dwelling should not be permitted. Suppliers should speak to the customer once and once only and should treat that customer as a new sign up and comply with the requirements outlined in the sign up process. We believe all customer contact should cease by day 14 following the date of receipt of the market message. The customer should not be further contacted by the old supplier for 90 days past the date of receipt of the market message. This process is used in other regulated markets and facilitates the orderly transfer of a customer from one provider to another.

Q12 Suppliers must ensure that the information provided to customers who intend to terminate the contract of supply or have terminated the contract of supply is accurate, unambiguous and consistent with the information provided at sign up and presented in other relevant documents (such as suppliers' website)

Agreed

Q13 & Q14 We are inviting respondents to comment on whether specific regulatory measures are required to prevent PAYG lifestyle suppliers from combining the provision of the deactivation code with any retention or win-back activities. Please outline reasons for agreement and disagreement.

In the response to question 11, Pinergy proposed that the losing supplier be allowed speak to the customer once following receipt of the leaving market message. If the customer still chooses to leave the supplier, the de-activation code should be provided during that call. The provision of the de-activation code should not used as leverage to retain a customer.

It should be noted that where a customer is transferring from one PaYG supplier to another, that it has become an industry norm for the new supplier to remove the old supplier's meter on the day of installation, thereby removing the need to provide a de-activation code. We have proposed at industry fora and in private meetings with other suppliers that a system of customer transfer without the necessity to install a new meter be considered. The provider of the PaYG meter has indicated that this process is feasible and other suppliers have indicated an interest in the proposal. We believe this should be considered also.

Q15 We are proposing to include an additional requirement in the Customer Sign Up process, which sees suppliers' door to door sales agents having to leave a cancellation form with the customer, together with the doorstep checklist, upon completion of the sales pitch

Agreed, we already do this.

Q16 Respondents are invited to comment on the proposed amendments to the Doorstep Checklists for bill pay and pre pay energy offers, as detailed in Annex 4, respectively 5. Do you agree with the suggested amendments?

We have considered the amendments to the checklist for PaYG and are in agreement with them.

Q17 Customer Sign Up process - Respondents are invited to comment on the proposed amendments to Section 5.8 of the Customer Sign Up.

We agree with the proposed amendments

Q18 Improve customer participation - Respondents are invited to comment on the above options to improve customer participation and protect customers who do not engage with the market.

We welcome the idea of increasing active participation in the market by consumers. However, we think that the emphasis should be on communicating with the least actively participating customers who have been with the former incumbent supplier since market opening and who are least aware of the benefits of switching. We think that there should be targeted awareness raising for these customers, rather than a scattergun across the whole market. In particular, measures in relation to fixed period tariffs will have no influence on this particular group's active participation.

Q19 Proposal 1- Suppliers are required to ensure that final customers receive all their bills and billing information for energy consumption free of charge and that final customers also have access to their consumption data in an appropriate way and free of charge

Agreed

Q19 Proposal 2 Suppliers are required to provide the following minimum information in or with the bills/billing information for energy consumption:

- i. Current actual prices and actual consumption of energy;***
- ii. Comparisons of final customers' current consumption with consumption in the previous billing intervals (at least the same period in the previous year), preferably in a graphic form;***

- iii. *Contact information for organisations where final customers can find more information (e.g. on techniques/technologies to save energy, comparative end-users profiles, etc.);*
- iv. *Where possible and useful, comparisons with an average normalised or benchmarked final customer in the same user category’’*

Agreed

Q19 Proposal 3 Suppliers are required to inform their customers in a clear and understandable manner of contact information for independent consumer advice organisations where they can obtain appropriate objective and impartial advice on available energy efficiency measures, benchmark profiles for their energy consumption and technical specifications of energy powered appliances that can serve to reduce the consumption of these appliances. Suppliers are required to provide their customers with this information when sending Terms and Conditions of Supply, changes to the Terms and Conditions of Supply, on energy bills and websites

Agreed

Q19 Proposal 4 - Suppliers must provide a choice of billing formats to customers, which must include paper billing. Suppliers must provide a choice of payment methods, which must include cash payment. Where there is a difference in terms and conditions specific to each billing or payment format, such difference shall reflect the costs to the supplier of the different payment offers. Where a supplier offers electronic billing to customers, a customer must opt into this type of billing format unless specified at sign up in the supplier’s terms and conditions of supply

Agreed

Q19 Proposal 5 - 6.6.3 A supplier may request a closing meter read from a customer in order to close their account. However, a supplier may not keep a customer’s account open billing the customer indefinitely for continued consumption where the customer has made contact to close their account but has been unable to provide a meter reading. The Supplier shall not levy any charges or penalties where the customer is unable to provide meter readings. The supplier should put in place a process for addressing this which may include following their normal procedure for properties with no registered occupant or actively engaging with the customer until a satisfactory outcome is reached before closing the account.’’

‘‘6.6.5 Where a customer has switched supplier or closed their account the final closing bill or statement will be issued not later than six weeks from the effective date of the change of supplier or account close taking place. The final bill/statement shall include information about any credit due to the customer and how this will be refunded. Any credit due to the customer should be refunded no later than 2 months from the date when the account was closed by the customer. The refund method must be reasonable, transparent and free of charge. Where a replacement meter reading is issued to the supplier after the final bill has been issued, this will be dealt with as an exception to this requirement

Agreed

Q20 Suppliers are required to present information related to their fuel mix figures and green source products on energy bills and other means of communication with customers in accordance with relevant CER decisions and guidelines

Agreed

Q21 - Deposit

Are additional requirements needed to regulate the amount that suppliers request customers to pay as security deposit for sign up or reconnection? Should these requirements be based on a specific model/formula or guidelines issued by the CER?

ii. Should customers who opt to avail of a PAYG meter be required to pay a smaller security deposit or any security deposit at all?

iii. Are there are other issues that we need to consider in relation to the security deposit?

We believe the amount of deposit required by a supplier should not be subject to a specific formula or guidelines from the CER. Each supplier will have their own unique credit assessment and tolerance criteria and should have the prerogative to set any deposit requirements such risk models require.

Q22 Suppliers are required to ensure that all charges relevant to the supply of energy, applicable during and at the termination of the energy supply contract, are brought to the attention of the customer in writing, by post or email, at sign up. These charges must be presented in a manner consistent with other relevant documents (such as energy bills / statement, schedule of charges, terms and conditions of supply).

Agreed

Q23 Consistency, completeness and transparency of information presented on energy bills and energy statements

Proposal 1 Suppliers are required to ensure and maintain consistency, clarity and transparency of information in energy bills / statements, terms and conditions of supply, schedules of tariffs and charges

Agreed

Q24 & 25 Dual Fuel

Proposal 2 6.5.4 Where a supplier offers a dual fuel account, it must be clear to the customer how payment is allocated against the account for gas and/or electricity. The supplier must make it clear to the customer how their account will be managed in the event that the customer does not pay their bill in full. This will, as a minimum, include

i. How any part-payments will be allocated and, specifically whether they will be allocated against a specific fuel or against an overall balance on the account. How payments are allocated should be set out clearly on sign up and shown on the customer's account statement.

ii. If applicable, how any transfer of arrears between accounts will be carried out

Agreed

6.5.5 In the event of non-payment or part-payment and where the supplier has commenced the disconnection process, all relevant requirements set out in the Code of Practice on Customer Billing and Disconnection must be followed in relation to each of the fuels on the account.

6.5.6 Where the account is operated based on a single balance rather than separate accounts, with separate disconnection processes, and the supplier has commenced the disconnection process, the customer must be given the opportunity to nominate the fuel against which they are to be disconnected first. This should be in writing and should be included at the minimum in the number of attempts that suppliers are required to make in writing in order to contact the customer during the disconnection process, in line with Section 6.11.2 (a) of the Code of Practice on Customer Billing and Disconnection.

Agreed

Q26 & 27 Customers ability to pay

Similar to the position with deposits we believe the payment plan agreed with a customer should not be subject to a specific formula. Each supplier will have their own unique credit assessment and tolerance criteria to agree payment plans. The guidelines should be principle based where each supplier will factor in the ability to pay in each payment plan.

Q28 & 29 Code of Practice on Complaint Handling - Suppliers are required to respond to the CER decision to a complaint resolution within three weeks from the date of the decision confirming that the CER decision has been implemented

Agreed

Q30 - Suppliers are required to take reasonable steps to identify customers who are eligible to register as vulnerable customers. This, at the minimum, should include the following:

i. Ensure that appropriate and relevant questions and information are included on all written and oral communications provided to customers at sign up, included but not limited to sign up / registration forms, telephone scripts, online sign up facilities, welcome packages, customer agreement forms etc. Suppliers are required to ensure that the information and questions provided to customers in relation to eligibility for registration as vulnerable customers is in accordance with relevant legislative requirements and instructions issued by the CER.

ii. Ensure that a specific reference to the Vulnerable Customers Code of Practice is included on or with each energy bill and/or statement sent to customers and on the suppliers' website

Agreed. However, consideration has to be given for the fact that vulnerable customers themselves have a right to conduct their business as they see fit. They may not consider themselves vulnerable, or they may not want to be listed on the registers. Although they benefit from additional protections, they are also entitled to conduct their energy purchasing as they see fit themselves. Respect for the dignity and the privacy of the customer has to remain at the heart of how the industry ensures protection of vulnerable customers.

Q31 - Additional requirements for sign up of vulnerable customers

We do not believe additional requirements are necessary in addition to the steps outlined in Q30.

Q32 - Registration forms

We believe that one standard registration form is sufficient for the registration of customers on the Priority or Special Services register.

Q33 - Suppliers must ensure that the registration form / s used for the registration and identification of vulnerable customers comply with relevant legislative requirements and CER instructions

Agreed

Q34 - Suppliers are required to provide customers with an easy and free of charge process for registration as vulnerable customers. At the minimum, suppliers must ensure that customers have a free and easy way to access, receive, complete and return registration forms

Agreed

Q35 - Change in the type of vulnerability

We believe an annual notice include in the statement or bill is sufficient to remind customers to assess if they are applicable to be included in a vulnerable customer register or not.

Q36 Respondents are invited to comment on whether principles, guidelines or regulatory measures are required to ensure consistency in the criteria used by suppliers to assess suitability of PAYG meters for vulnerable customers

We believe that it's best policy that customers on the priority services register should not avail of a PaYG meter. Customers on the Special Services Register should only access the meter provided they have dexterity and sight to enter codes, and hearing to hear alerts/warnings.

Q37 Respondents are invited to comment on whether specific regulatory measures should be introduce to ensure continuous assessment of suitability of PAYG meters for vulnerable customers (i.e. post sign up). What should these regulatory measures involve

We do not believe that vulnerable customers need to be specifically communicated with periodically to assess if the PaYG remains suitable for their needs. A notice on the annual statement will be sufficient for them to assess the suitability of the PaYG system for them.

Q38 & Q39 Suppliers are required to implement an adequate and effective process of communication with vulnerable customers who do not top-up regularly. Suppliers are further required to take reasonable steps to establish communication with these customers, through written and non-written notifications (such as letter, email, SMS, telephone calls). The written notifications must provide customers, at the minimum, with information on how to access emergency credit and contact details for recognised support agencies (such as MABS, the Department of Social Protection, recognised charities)

In Pinergy's case, all customer top up activity is actively monitored. Where top up activity is irregular for a communication is sent to the customer in any event. No additional communication is needed for vulnerable customers.

Q40 9.2.1 Suppliers must provide the following information to customers, at the minimum at sign up and in the Terms and Conditions of Supply:

Where applicable, clear and transparent explanation about any actions/interactions that the customer /customer's representative and /or the supplier/their representatives are required to initiate/effect/perform/undertake in order to complete the switch to another energy supplier and how to retrieve relevant information for these actions/interactions

Agreed

Q41 Where applicable, suppliers must undertake/conduct/perform any action/interaction necessary to enable the completion of the Change of Supply process in line with relevant market design processes associated with this requirement. Suppliers are further required to record and maintain auditable evidence in respect of such actions / interactions and retain such evidence for a period of at least 12 months. Such action / interaction must be separate and distinct from any win-back / retention marketing activities

In the response to question 11, Pinergy proposed that the losing supplier speak to the customer once and only once following receipt of the leaving market message. If the customer still chooses to leave the supplier, the de-activation code should be provided during that call. The provision of the de-activation code should not use as leverage to retain a customer.

It should be noted that where a customer is transferring from one PaYG supplier to another, that it has become an industry norm for the new supplier to remove the old supplier's meter on the day of installation, thereby removing the need to provide a de-activation code. We have proposed at industry fora and in private meetings with other suppliers that a system of customer transfer without the necessity to install a new meter be considered. The provider of the PaYG meter has indicated that this process is feasible and other suppliers have indicated an interest in the proposal. We believe this should be considered also.

Q42 & Q43 The frequency and content of statements or bills which the supplier will issue. This must include a statement, at least quarterly, on request or where the customer has opted for to receive electronic billing, or else twice yearly. Least annually, in relation to the customer's consumption and payments made. Suppliers are required to ensure that the content of energy statements / energy bills sent to PAYG customers comply with the minimum requirements for billing and billing information as set out in the Code of Practice for Billing and Disconnection and relevant legislation

Agreed

Q44 Suppliers are required to include a separate section dealing with Deemed Contracts in their Terms and Conditions of Supply. At the minimum, this section should include the following information:

a. The definition of deemed contract

b. A statement of the rights and obligations of customers supplied under a deemed contract

c. A statement that customers supplied under a deemed contract are free to enter into a contract of supply with the current supplier or with another supplier

d. The charges applicable under a deemed contract

Agreed

Q45 h) the means by which the customer will be notified of any change in terms and conditions of supply, including 30 days notice in advance of those changes taking effect

and the existence of the right of withdrawal where there is a material change to the terms and conditions. Notifications must be in writing, either by post or by email”;

‘i) the means by which the customer will be notified of any change in tariff, including 30 days notice in advance of those changes taking effect unless the customer has signed up for a more flexible arrangement. Notifications must be in writing, either by post or by email

We think that it should also be acceptable to display a notice explaining the change on the website of the supplier.

Q46 & 47 Suppliers must ensure that the terms and conditions of supply do not cause undue delay or add complexity to processes including but not limited to switching energy suppliers, cancellation of a switch during the cooling off period, refunding monies owed to customers, unduly complex complaints handling processes.

Agreed