

Final Decision on Proposed Amendments to the Code of Conduct for the Supply of Electricity to Small Use Customers

Amendments related to Pre-Payment Meters

Economic Regulation Authority



WESTERN AUSTRALIA

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DECISION

1. The Economic Regulation Authority (**Authority**) has amended Part 9 and Part 13 of the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**) in relation to the operation of electricity pre-payment meters (**PPM**) in Western Australia to take effect from 1 July 2010.

Summary of Amendments

2. A copy of the final amendments to the Code is attached in both mark-up and clean copy.
3. The amendments differ from those originally proposed by the Authority in May 2009 and those proposed in December 2009. Those highlighted in yellow in Appendix 1 indicate variations from amendments proposed by the Authority in December 2009.
4. The Authority has accepted all of the recommendations made by the ECCC in the advice it provided in February 2010.
5. Amendments from the previous version proposed in December 2009 include:
 - An amendment to clause 9.4(2)(p) to require contact details for the electricity ombudsman to be supplied to PPM customers entering into PPM arrangements.
 - An amendment to clause 9.7 to clarify that the data collection required can occur through a “system” rather than only through the “meter. This amendment will allow for hardware separate to the meter to be used to collect the required data.
 - Amendments to proposed clause 9.12(1), in relation to debt recovery, to clarify that the provision relates to all residential customers and not only those experiencing payment difficulties or financial hardship. This has been achieved through moving this provision to a new sub-section.
 - Amendment to proposed clause 9.12(2) to clarify that this clause only applies to residential customers experiencing payment difficulties or financial hardship.
6. Amendments to be made that have previously been agreed to by the Authority can be summarised as:
 - Allowing PPM operation in areas published in the Government Gazette by the Minister for Energy rather than allowing PPM operation throughout Western Australia, as originally proposed by the Authority.
 - Application of the mandatory trial period to residential customers only and not to business customers.
 - Provision that the costs of reversion to a credit meter must be outlined to the customer prior to the customer agreeing to the operation of a PPM.
 - Amendments that allow a retailer to make the payment of costs related to meter reversion conditional prior to meter reversion for business customers.

- The waiver of costs associated with meter reversion for customers in financial hardship.
 - A restriction on the hours of allowable disconnection to between 9am and 2pm on a business day.
 - The removal of the emergency credit provisions.
 - The addition of a requirement that during the hours outside of 9am to 2pm on business days, the customer be allowed to accrue up to a maximum of \$20 in debt for electricity consumed.
 - A proposal that when new credit is added to the PPM, a maximum of \$2 per day can be taken against the debt that accrued during the non-allowable disconnection period.
 - A reduction in the data collection frequency requirement to every 2 months in metropolitan areas, every 3 months in regional areas and every 6 months in remote areas, with remote area to be identified when the Minister for Energy publishes the operating area in the Government Gazette.
 - The addition of a record keeping requirement to require data collection regarding the number of reversions/conversions to credit meter.
 - The restriction of the application of the financial hardship arrangements to residential customers only.
7. In relation to “grandfathering” of provisions for PPM in existence at the time of gazettal, the Authority has agreed that these PPM will be “grandfathered” until 1 July 2012 to allow sufficient time for both industry and government to make transitional arrangements.
 8. In relation to a gazettal date, the Authority has agreed that the amendments should be gazetted on 1 July 2010.
 9. PPM installed in the Aboriginal and Remote Communities Power Supply Project (ARCPSP) and the Town Reserves Regularisation Program (TRRP) between 1 July 2010 and 1 January 2011 will not be required to comply with clause 9.7(1)(a) and 9.12 until 1 July 2012.

INTRODUCTION AND OVERVIEW

Background

10. Under the *Electricity Industry Act 2004 (Act)*, the Authority may, after consultation with the Electricity Code Consultative Committee, approve a code of conduct to regulate and control the conduct of the holders of electricity retail, distribution and integrated regional licences, and electricity marketing agents. The code defines standards of conduct in the supply and marketing of electricity to customers and provides for compensation payments to be made to customers when standards of conduct are not met. It also protects customers from undesirable marketing conduct.
11. The Code regulates the conduct of retailers and distributors that operate PPM in communities and towns in the ARCPSP and TRRP prescribed areas. In practice, the Code prohibits the operation of PPMs outside these areas.

12. In March 2009, the Authority received the Allen Consulting Group research report containing consideration of the costs and benefits of PPM operation in WA, a discussion of consumer issues and a regulatory impact statement.
13. While the Authority noted the research report findings that there was a net benefit to allowing PPMs to operate in WA, the Authority was concerned about the customer protection issues associated with PPMs that are detailed in the report.
14. In May 2009, the Authority proposed to the ECCC, several amendments to the Code, which would remove the existing barriers to operation of PPM while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market (**NEM**) where similar provisions are proposed.
15. The Authority requested that the ECCC provide advice, as required under the Act, regarding the proposed amendments and whether further or alternative amendments are recommended.
16. As required by the Act, the ECCC provided interested parties with the opportunity to comment.
17. The ECCC received 11 submissions by the deadline of 21 August 2009. These submissions were considered prior to the preparation of its advice. A copy of each submission is available on the Authority's web site.
18. The ECCC provided advice on the proposed amendments on 3 December 2009 and the Authority considered the ECCC advice on 10 December 2009. A copy of the ECCC advice is available on the Authority's web site.
19. The Authority accepted the advice provided by the ECCC. A new set of amendments were proposed by the Authority on 24 December 2009. A copy of the Authority's decision containing the proposed amendments is available on the Authority's web site.
20. The Authority required that the ECCC provide advice by 1 March 2010.
21. The ECCC sent a Notice to interested parties on 18 January 2010, calling for submissions on the second round of proposed amendments, by 10 February 2010.
22. The ECCC received three submissions from the following:
 - Synergy
 - Horizon Power
 - Energy Ombudsman WA
23. The ECCC provided its final advice to the Authority on 24 February 2010. A copy of this advice, including a copy of the submissions received, is available on the Authority's web site.

REASONS

24. The Authority acknowledges that there is potentially an economic benefit, primarily to electricity retailers, in the use of PPM in Western Australia.

25. The Authority acknowledges that qualitative and anecdotal evidence indicates there is general support from customers currently using PPM, for the continued operation of PPM in WA.
26. The Authority agrees that there are customer protection issues associated with the use of PPM and that there is a need to regulate to protect customers.
27. The Authority has formulated a set of proposed amendments, provided these amendments to the ECCC and received advice from the ECCC.
28. The Authority has considered the ECCC advice.
29. The Authority acknowledges that there remain divergent views regarding the operation of PPM.
30. The Authority agrees that, where possible, the provisions regarding PPM should be consistent with those proposed in the NEM. However, the Authority acknowledges that there would be significant cost in ensuring compliance with these requirements in the Western Australian context. Therefore, the Authority acknowledges that the amendments now proposed provide a lesser level of customer protection than those proposed for the NEM.
31. The Authority acknowledges that ensuring compliance with the amendments as proposed will require retro-fitting of existing PPM.
32. The Authority has considered the cost implications of retro-fitting existing and scheduled PPM in the ARCPSP and TRRP communities.
33. The Authority agrees that permanently exempting the PPM currently in operation from the new requirements would result in unacceptable inequities in the customer protection afforded to existing PPM customers.
34. The Authority is satisfied that the costs of retro-fitting existing PPM are insufficient to warrant inequitable customer protection for these customers.
35. The Authority has considered the issue of 'grandfathering' arrangements for existing meters and has agreed to propose that the provisions be 'grandfathered' for 24 months for existing meters, at the date of gazettal, to allow for transition.

APPENDICES

Appendix 1 Amendments to Part 9 & Part 13 of the Code of Conduct for the Supply of Electricity to Small Use Customers (marked-up version)

Part 9

Pre-payment meters ~~in remote communities~~

9.1 Definitions

In this Part –

“**credit retrieval**” means the ability for a **pre-payment meter customer** to recover any payments made for the supply of electricity.

~~“**disconnected**” means the interruption to supply because a **pre-payment meter** has no credit available and includes an interruption to supply because the **pre-payment meter** has no credit available.~~

~~“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.~~

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter** including a disposable **pre-payment meter** card.

~~“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.~~

9.2 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 ~~(other than as specified below)~~, 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.

~~Part 9 only applies to a **pre-payment meter customer** located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented~~

- ~~(2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.~~

9.3 Operation of pre-payment meter

- (1) A **retailer** must not ~~operate~~ provide a **pre-payment meter service** at a **residential customer’s supply address** without the **verifiable consent** of the **residential customer** or the **residential customer’s** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer’s supply address**.
- (3) A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**:
 - (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or

(b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.

(4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.4 Provision of mandatory information

(1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –

(a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;

(b) of the tariffs, fees and charges applicable to a **pre-payment meter** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;

(c) the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard meter;

~~(e)~~(d) how a **pre-payment meter** is operated;

~~(e)~~(e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);

~~(e)~~(f) of the emergency credit facilities applicable to a **pre-payment meter**, and

~~(f)~~(g) of **credit retrieval**.

(2) At the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give the **residential customer** at no charge –

(a) the information specified within subclause (1);

(b) a copy of the **contract**;

~~(e)~~ information on how to obtain a copy of the **retailer's Customer Service Charter**;

~~(e)~~(c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **marketers** comply with the **Code**;

(d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard meter at no cost to the **residential customer**.

(e) a **meter** identification number;

(f) a **telephone** number for enquiries;

(g) a **telephone** number for **complaints**;

(h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;

(i) confirmation of the **supply address** and any relevant mailing address;

- (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external complaints handling processes including the contact details for the electricity ombudsman; and
 - (q) general information on the safe use of electricity.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries;
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**; and
 - (e) details of the **recharge facilities**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption, for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.

(5) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.5 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard meter, the **retailer** must within 1 **business day** of the request:
- (a) provide the information referred to in clauses 2.3 and 2.4 to the **customer** in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to –
 - (i) remove or render non-operational the **pre-payment meter**.

- (ii) replace or switch the **pre-payment** to a standard meter.
- (2) A retailer must not require payment of a charge for reversion to a standard meter if the **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause 9.5(1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause 9.5(1) after the date calculated in accordance with clause 9.5(2), the **pre-payment meter customer** must pay the **retailer's** reasonable charge for reversion to a standard meter (if any). The **retailer's** obligations under subclause 9.5(1):
 - (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge; and
 - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge.
- (4) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause 9.5(1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address**:
 - (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or public holiday in Western Australia;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or public holiday in Western Australia.
- (5) A **retailer** must send a notice in writing or by **electronic means**, to a **residential pre-payment meter customer** not less than 20 **business days** and not more than 40 **business days** prior to the expiry of the 3 month period calculated in accordance with clause 9.5(2) advising the **residential pre-payment meter customer** of the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard meter at no charge and the options available to the **residential prepayment meter customer** (including providing the information referred to in clauses 2.3 and 2.4 to the **residential pre-payment meter customer**).
- (6) The information to be provided in subclauses (1) and (5) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter**

customer's supply address, another address nominated by the pre-payment meter customer or an electronic address nominated by the pre-payment meter customer.

9.59.6 Life support equipment

- (1) A **retailer** must not ~~operate~~ provide a **pre-payment meter service** at the **supply address** of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.
- (2) If a **pre-payment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must, or must immediately arrange to -
 - (a) remove or render non-operational the **pre-payment meter** at no charge;
 - (b) replace or switch the **pre-payment** to a standard **meter** at no charge; and
 - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (3) If a retailer requests the distributor to revert a pre-payment meter under subclause 9.6(2), the distributor must revert the pre-payment meter at the customer's supply address as soon as possible and in any event no later than:
 - (a) for supply addresses located within the metropolitan area –
 - (i) within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day; and
 - (ii) within 2 business days of receipt of the request, if the request is received after 3pm on a business day or on a Saturday, Sunday or public holiday in Western Australia;
 - (b) for supply addresses located within the regional area –
 - (i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business day; and
 - (ii) within 6 business days of receipt of the request, if the request is received after 3pm on a business day, or on a Saturday, Sunday or public holiday in Western Australia.

9.7 Requirements for pre-payment meters

- (1) A retailer must ensure that a pre-payment meter service
 - (a) does not only disconnects supply to the pre-payment meter customer:
 - (i) other than between the hours of 9.00am and 2.00pm on a business day; or
 - (ii) where the pre-payment meter has no credit left and the pre-payment meter customer has incurred a debt of \$20 or more for the supply of electricity from the pre-payment meter.
 - (b) is capable of informing the retailer of:

- (i) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
- (ii) the duration of each of those disconnections referred to in subclause 9.7(1)(b)(i),
at least:
- (iii) if the **pre-payment meter customer** is in the **metropolitan area**, every 2 months; or
- (iv) if the **pre-payment meter customer** is in a **regional area**:
 - (A) every 3 months; unless
 - (B) the **regional area** is also designated as a **remote area**, in which case, every 6 months;
- (c) is capable of recommencing supply and supply is recommenced:
 - (i) as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made; and
 - (ii) as soon as possible after payment to the account has been made.

(2) In this clause –

“**remote area**” means an area that has been declared by the Minister as such for the purpose of this **Code** by notice published in the *Government Gazette*.

9.69.8 Recharge Facilities

A **retailer** must ensure that –

- (a) at least one **recharge facility** is located –
 - (i) within the remote community; or
 - (ii) within or adjacent to the town reserve of a **pre-payment meter customer**,
- (b) a **pre-payment meter customer**:
 - (i) other than a **customer** within an ARCPSP community can access a recharge facility between the hours of 9:00am to 5:00pm, Monday to Friday; and
 - (ii) within an ARCPSP community can access a **recharge facility** at least 3 hours per day, 5 days per week within the hours determined by the Aboriginal Corporation or relevant entity responsible for the community store facility; and
- (c) the minimum amount to be credited by a **recharge facility** does not exceed 10 dollars per increment.

9.79.9 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

9.8 Emergency credit

A **retailer** must ensure that a **pre-payment meter** provides an emergency credit amount to the value of at least 10 dollars.

9.10 Meter testing

- (1) Where a **pre-payment customer** requests that the whole or part of the **pre-payment meter** be tested, the **retailer** must, at the request of the **customer**, make immediate arrangements to:
 - (a) check the **pre-payment customer's** metering data;
 - (b) check or conduct a test of the **pre-payment meter**, and/or
 - (c) arrange for a check or test by the responsible person for the meter installation at the **pre-payment customer's** connection point.
- (2) If a **retailer** requests the **distributor** to check or test a **pre-payment meter** under subclause 9.10(1), the **distributor** must check or test the **pre-payment meter** at the **customer's supply address**.
- (3) A **pre-payment customer** who requests a check or test of the **pre-payment meter** under subclause 9.10(1) must pay the **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause 9.10(1), the **retailer** must:
 - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
 - (b) correct any overcharging or undercharging in accordance with clause 9.11; and
 - (c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

9.99.11 Credit retrieval, overcharging and undercharging

- (1) Subject to the **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, a **retailer** must ensure that a **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the supply address) has been overcharged as a result of an act or omission of a **retailer** or **distributor** (including where the **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
 - (a) credited to the **pre-payment meter customer's** account; or
 - (b) repaid to the **pre-payment meter customer**.

- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount overcharged to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that undercharging had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
 - (d) offer the **pre-payment meter customer** time to pay that amount by means of an instalment payment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable undercharging occurred.

(7) Where the amount referred to in subclause (2) is less than \$45 the retailer may:

- (a) ask the customer for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or
- (b) credit the amount to the customer's account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account).

9.12 Debt recovery

- (1) Where a **customer** owes a debt to a **retailer**, the **retailer** may only adjust the tariff payable by a **pre-payment meter customer** to recover a maximum of \$20 of any amount owing, at a rate of no more than \$2 per day, unless otherwise authorised by an applicable law.

9.13 Payment difficulties or financial hardship

(21)A **retailer** must give reasonable consideration to a request

- (a) a **residential pre-payment meter customer** that informs the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties or financial hardship**; or

(b) a **relevant consumer representative organisation**,

for a waiver of any fee payable by the **customer** to replace or switch a **pre-payment meter** to a standard meter.

(32) Notwithstanding its obligations under clause 6.10, a **retailer**

(a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or

(b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** three or more times in any three-month period for longer than 240 minutes on each occasion,

the **retailer** must use best endeavours to contact the **customer** as soon as is reasonably practicable to provide:

(c) the information referred to in clauses 2.3 and 2.4 to the **customer**;

(d) information about the different types of **meters** available to the **customer**;

(e) information about and referral to relevant **customer** financial assistance programmes, and/or

(f) referral to **relevant consumer representative organisations**; and/or

(g) information on independent financial and other relevant counselling services.

(3) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.10 Recommencement of supply after self-disconnection

A **retailer** must ensure that supply is recommenced through a **pre-payment meter** after self-disconnection as soon as information is communicated to the **pre-payment meter** that a payment causing a positive financial balance of the **pre-payment meter** account has been made.

9.14 Existing pre-payment meters

(1) Subject to subclause (3), a **pre-payment meter** installed and operating immediately prior to the **amendment date** will be deemed to comply with the requirements of this Part 9 for a period of **24 months** on and from the **amendment date**. For the avoidance of doubt, at the expiry of the **24 month** period, this subclause (1) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.

(2) Subject to subclause (3), a **pre-payment meter** that is installed:

(i) during the period commencing on the **amendment date** and ending on 31 December 2010 (inclusive); and

(ii) in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented.

will be deemed to comply with clauses 9.7(1)(a) and 9.12 for a period of 24 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 24 month period, this subclause (2) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.

(3) When a **pre-payment meter** covered by clause 9.14(1) or clause 9.14(2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded **pre-payment meter** must comply with the applicable requirements of Part 9.

(4) In this clause –

“**amendment date**” means the date this clause 9.14 comes into effect.

[note the amendment date will be the date of commencement of the amendments to Part 9 being 1 July 2010]

Part 13
Record keeping

Division 2 – Obligations particular to retailers

13.7 Pre-payment meters

(1) A **retailer** must keep a record of –

- (a) the total number of **pre-payment meter customers**;
- (b) the total number of **complaints**, other than those **complaints** specified in clause 13.13(a), relating to a **pre-payment meter customer**;
- (c) the action taken by the **retailer** to address a **complaint**; ~~and~~
- (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded; ~~and~~
- (e) percentage of **complaints** from **pre-payment meter complaints customers**, other than those **complaints** specified in clause 13.13(a)-concluded within 15 **business days**;
- (f) the total number of **customers** reverting to a standard meter within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**;
- (g) the total number of **customers** reverting to a standard **meter** in the three month period immediately following the expiry of the period referred to in subclause 13.7(1)(f);
- (h) the total number of **customers** who have reverted to a standard **meter**;
- (i) the number of instances where a **pre-payment meter customer** has:
 - (i) been **disconnected**; or
 - (ii) not received electricity other than being **disconnected**;
- (j) the duration of each of those events-referred to in subclause 13.7(1)(i);
- (k) the number of **pre-payment meter customers** who have informed the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; and
- (l) the number of **pre-payment meter customers** who the **retailer** identifies have been **disconnected** three or more times in any three-month period for longer than 240 minutes on each occasion.

(2) In this clause –

“**disconnected**” has the meaning referred to in clause 9.1.

Division 3 – Obligations particular to distributors

13.10 Customer Complaints

- (1) A **distributor** must keep a record of –
 - (a) the total number of **complaints received** (excluding **quality and reliability complaints** but including complaints received under Part 9); and
 - (b) the total number of –
 - (i) administrative process or customer service complaints; and
 - (ii) other complaints.
 - (c) the action taken by a **distributor** to address a **complaint** (excluding **quality and reliability complaints**); ~~and~~
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be concluded; and
 - ~~(e)~~(e) the percentage of customer complaints concluded within 15 business days.
- (2) A **distributor** must keep a copy of each **complaint** referred to in subclause (1).
- (3) In this clause –

“quality and reliability complaints” means a complaint as defined in Schedule 1 of the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

Appendix 2 Amendments to Part 9 & Part 13 of the Code of Conduct for the Supply of Electricity to Small Use Customers (clean copy)

Part 9

Pre-payment meters

9.1 Definitions

In this Part –

“**credit retrieval**” means the ability for a **pre-payment meter customer** to recover any payments made for the supply of electricity.

“**disconnected**” means the interruption to supply because a **pre-payment meter** has no credit available and includes an interruption to supply because the **pre-payment meter** has no credit available.

“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter** including a disposable **pre-payment meter** card.

“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

9.2 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

9.3 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer’s supply address** without the **verifiable consent** of the **residential customer** or the **residential customer’s** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer’s supply address**.
- (3) A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**:
 - (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
 - (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.

- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.4 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
- (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (b) of the tariffs, fees and charges applicable to a **pre-payment meter** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
 - (c) the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard meter;
 - (d) how a **pre-payment meter** is operated;
 - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (f) of the emergency credit facilities applicable to a **pre-payment meter**, and
 - (g) of **credit retrieval**.
- (2) At the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give the **residential customer** at no charge –
- (a) the information specified within subclause (1);
 - (b) a copy of the **contract**;
 - (c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **marketers** comply with the **Code**;
 - (d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard meter at no cost to the **residential customer**;
 - (e) a **meter** identification number;
 - (f) a **telephone** number for enquiries;
 - (g) a **telephone** number for **complaints**;
 - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;

- (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external complaints handling processes including the contact details for the **electricity ombudsman**; and
 - (q) general information on the safe use of electricity.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries;
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**; and
 - (e) details of the **recharge facilities**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption, for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.
- (5) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.5 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard meter, the **retailer** must within 1 **business day** of the request:
- (a) provide the information referred to in clauses 2.3 and 2.4 to the **customer** in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to –
 - (i) remove or render non-operational the **pre-payment meter**;
 - (ii) replace or switch the **pre-payment** to a standard meter.
- (2) A retailer must not require payment of a charge for reversion to a standard meter if the **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause 9.5(1) within 3 months of the later of the

installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.

- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause 9.5(1) after the date calculated in accordance with clause 9.5(2), the **pre-payment meter customer** must pay the **retailer's** reasonable charge for reversion to a standard meter (if any). The **retailer's** obligations under subclause 9.5(1):
 - (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge; and
 - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge.
- (4) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause 9.5(1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address**:
 - (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or public holiday in Western Australia;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or public holiday in Western Australia.
- (5) A **retailer** must send a notice in writing or by **electronic means**, to a **residential pre-payment meter customer** not less than 20 **business days** and not more than 40 **business days** prior to the expiry of the 3 month period calculated in accordance with clause 9.5(2) advising the **residential pre-payment meter customer** of the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard meter at no charge and the options available to the **residential pre-payment meter customer** (including providing the information referred to in clauses 2.3 and 2.4 to the **residential pre-payment meter customer**).
- (6) The information to be provided in subclauses (1) and (5) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.6 Life support equipment

- (1) A **retailer** must not provide a **pre-payment meter service** at the **supply address** of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.

- (2) If a **pre-payment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must, or must immediately arrange to -
- (a) remove or render non-operational the **pre-payment meter** at no charge;
 - (b) replace or switch the **pre-payment** to a standard **meter** at no charge; and
 - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (3) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause 9.6(2), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** as soon as possible and in any event no later than:
- (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or public holiday in Western Australia;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or public holiday in Western Australia.

9.7 Requirements for pre-payment meters

- (1) A **retailer** must ensure that a **pre-payment meter service**–
- (a) only disconnects supply to the **pre-payment meter customer**.
 - (i) between the hours of 9.00am and 2.00pm on a **business day**; or
 - (ii) where the **pre-payment meter** has no credit left and the **pre-payment meter customer** has incurred a debt of \$20 or more for the supply of electricity from the **pre-payment meter**.
 - (b) is capable of informing the **retailer** of:
 - (i) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
 - (ii) the duration of each of those disconnections referred to in subclause 9.7(1)(b)(i),
 at least:
 - (iii) if the **pre-payment meter customer** is in the **metropolitan area**, every 2 months; or
 - (iv) if the **pre-payment meter customer** is in a **regional area**:
 - (A) every 3 months; unless

- (B) the **regional area** is also designated as a **remote area**, in which case, every 6 months;
 - (c) is capable of recommencing supply and supply is recommenced:
 - (i) as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made; and
 - (ii) as soon as possible after payment to the account has been made.
- (2) In this clause –
- “**remote area**” means an area that has been declared by the Minister as such for the purpose of this **Code** by notice published in the *Government Gazette*.

9.8 Recharge Facilities

A **retailer** must ensure that –

- (a) at least one **recharge facility** is located –
 - (i) within the remote community; or
 - (ii) within or adjacent to the town reserve of a **pre-payment meter customer**,
- (b) a **pre-payment meter customer**.
 - (i) other than a **customer** within an ARCPSP community can access a recharge facility between the hours of 9:00am to 5:00pm, Monday to Friday; and
 - (ii) within an ARCPSP community can access a **recharge facility** at least 3 hours per day, 5 days per week within the hours determined by the Aboriginal Corporation or relevant entity responsible for the community store facility; and
- (c) the minimum amount to be credited by a **recharge facility** does not exceed 10 dollars per increment.

9.9 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

9.10 Meter testing

- (1) Where a **pre-payment customer** requests that the whole or part of the **pre-payment meter** be tested, the **retailer** must, at the request of the **customer**, make immediate arrangements to:
 - (a) check the **pre-payment customer's** metering data;
 - (b) check or conduct a test of the **pre-payment meter**, and/or
 - (c) arrange for a check or test by the responsible person for the meter installation at the **pre-payment customer's** connection point.

- (2) If a **retailer** requests the **distributor** to check or test a **pre-payment meter** under subclause 9.10(1), the **distributor** must check or test the **pre-payment meter** at the **customer's supply address**.
- (3) A **pre-payment customer** who requests a check or test of the **pre-payment meter** under subclause 9.10(1) must pay the **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause 9.10(1), the **retailer** must:
 - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
 - (b) correct any overcharging or undercharging in accordance with clause 9.11; and
 - (c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

9.11 Credit retrieval, overcharging and undercharging

- (1) Subject to the **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, a **retailer** must ensure that a **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the supply address) has been overcharged as a result of an act or omission of a **retailer** or **distributor** (including where the **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
 - (a) credited to the **pre-payment meter customer's** account; or
 - (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount overcharged to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that undercharging had occurred;

- (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
 - (d) offer the **pre-payment meter customer** time to pay that amount by means of an instalment payment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable undercharging occurred.
- (7) Where the amount referred to in subclause (2) is less than \$45 the retailer may:
- (a) ask the customer for instructions pursuant to subclause (2) (in which case subclauses (3) and (4) apply as if the retailer sought instructions under subclause (2)); or
 - (b) credit the amount to the customer's account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account).

9.12 Debt recovery

- (1) Where a **customer** owes a debt to a **retailer**, the **retailer** may only adjust the tariff payable by a **pre-payment meter customer** to recover a maximum of \$20 of any amount owing, at a rate of no more than \$2 per day, unless otherwise authorised by an applicable law.

9.13 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by:
- (a) a **residential pre-payment meter customer** that informs the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) a **relevant consumer representative organisation**,
- for a waiver of any fee payable by the **customer** to replace or switch a **pre-payment meter** to a standard meter.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
- (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** three or more times in any three-month period for longer than 240 minutes on each occasion,
- the **retailer** must use best endeavours to contact the **customer** as soon as is reasonably practicable to provide:
- (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;

- (d) information about the different types of **meters** available to the **customer**;
 - (e) information about and referral to relevant **customer** financial assistance programmes, and/or
 - (f) referral to **relevant consumer representative organisations**; and/or
 - (g) information on independent financial and other relevant counselling services.
- (3) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

9.14 Existing pre-payment meters

- (1) Subject to subclause (3), a **pre-payment meter** installed and operating immediately prior to the **amendment date** will be deemed to comply with the requirements of this Part 9 for a period of 24 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 24 month period, this subclause (1) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.
- (2) Subject to subclause (3), a **pre-payment meter** that is installed:
- (i) during the period commencing on the **amendment date** and ending on 31 December 2010 (inclusive); and
 - (ii) in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented,
- will be deemed to comply with clauses 9.7(1)(a) and 9.12 for a period of 24 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 24 month period, this subclause (2) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.
- (3) When a **pre-payment meter** covered by clause 9.14(1) or clause 9.14(2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded **pre-payment meter** must comply with the applicable requirements of Part 9.
- (4) In this clause –
- “**amendment date**” means the date this clause 9.14 comes into effect.

[note the amendment date will be the date of commencement of the amendments to Part 9 being 1 July 2010]

Part 13 Record keeping

Division 2 – Obligations particular to retailers

13.7 Pre-payment meters

- (1) A **retailer** must keep a record of –
- (a) the total number of **pre-payment meter customers**;
 - (b) the total number of **complaints**, other than those **complaints** specified in clause 13.13(a), relating to a **pre-payment meter customer**;
 - (c) the action taken by the **retailer** to address a **complaint**;
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded;
 - (e) percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(a) concluded within 15 **business days**;
 - (f) the total number of **customers** reverting to a standard meter within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**;
 - (g) the total number of **customers** reverting to a standard **meter** in the three month period immediately following the expiry of the period referred to in subclause 13.7(1)(f);
 - (h) the total number of **customers** who have reverted to a standard **meter**;
 - (i) the number of instances where a **pre-payment meter customer** has:
 - (i) been **disconnected**; or
 - (ii) not received electricity other than being **disconnected**;
 - (j) the duration of each of those events-referred to in subclause 13.7(1)(i);
 - (k) the number of **pre-payment meter customers** who have informed the **retailer** in writing, by telephone or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (l) the number of **pre-payment meter customers** who the **retailer** identifies have been **disconnected** three or more times in any three-month period for longer than 240 minutes on each occasion.
- (2) In this clause –
- “**disconnected**” has the meaning referred to in clause 9.1.

Division 3 – Obligations particular to distributors

13.10 Customer Complaints

- (1) A **distributor** must keep a record of –
 - (a) the total number of **complaints** received (excluding **quality and reliability complaints** but including **complaints** received under Part 9); and
 - (b) the total number of –
 - (i) administrative process or customer service complaints; and
 - (ii) other complaints.
 - (c) the action taken by a **distributor** to address a **complaint** (excluding **quality and reliability complaints**);
 - (d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be concluded; and
 - (e) the percentage of **customer complaints** concluded within 15 business days.
- (2) A **distributor** must keep a copy of each **complaint** referred to in subclause (1).
- (3) In this clause –

“quality and reliability complaints” means a complaint as defined in Schedule 1 of the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.