



ELECTRICITY CODE CONSULTATIVE COMMITTEE (ECCC)

Our Ref: D17075

Your Ref: D/2009/05462

3 December 2009

Mr Lyndon Rowe
Chairman
Economic Regulation Authority
PO Box 8469
PERTH WA 6000

Dear Mr Rowe

ERA PROPOSED PRE-PAYMENT METER AMENDMENTS 2009

I write to provide the advice of the Electricity Code Consultative Committee (ECCC) concerning the amendments to the *Code of Conduct for the Supply of Electricity to Small Use Customers* (Code) proposed by the Economic Regulation Authority, in relation to pre-payment meters.

The ECCC received the Authority's request for advice on these amendments on 12 May 2009. The ECCC, as required by the *Electricity Industry Act 2004* (Act), provided an opportunity for interested parties to comment on 12 June 2009. Submissions were originally requested by 31 July 2009. However, following a request by the Office of Energy and the Department of Indigenous Affairs, the ECCC extended the closing time for submissions until 21 August 2009.

The ECCC received a total of 11 submissions from the following:

- Centre for Appropriate Technology
- Department of Housing – Aboriginal Housing Services Directorate (Government agency responsible for the TRRP)
- Horizon Power
- Energy Ombudsman WA
- Office of Energy (Government agency responsible for ARCPSP)
- Consumer Credit Legal Service
- Synergy
- Western Power
- Department of Child Protection
- WACOSS
- Department of Indigenous Affairs

A copy of each of these submissions is enclosed.

The ECCC met on 3 occasions to consider the submissions received.

The ECCC considered a number of significant market, policy and customer protection issues associated with PPM deployment and use.

The ECCC deliberated at length regarding the issues associated with the proposals for increased customer protection (debt recovery, limitation on disconnection, disconnection monitoring etc) and the costs associated with increased functionality.

In addition, the ECCC discussed issues associated with the ability of the market to deliver the increased functionality, including the proposed national advanced meter specification. The ECCC agreed that, when the outcome of decision-making regarding advanced meter specifications is known, in more detail, it is likely that Part 9 of the Code will need to be reviewed.

The ECCC also considered issues associated with the ability of the Code to effectively regulate pre-payment use and re-iterated the recommendation it made in the Final Review Report 2009 regarding the need for a review of the Metering Code.

It should be noted that the ECCC members had a broad range of opinions with regard to these proposed amendments. For example, with regard to the question of prescribed areas for PPM operation, some representatives stated a position that no further PPM should be allowed in Western Australia and all current PPM should be “phased out”, whilst others asserted that PPM should be allowed to operate throughout Western Australia. Those that did not support the operation of PPMs in WA acknowledged that if PPMs were to operate they held a preference for the operating areas to be determined by the Minister.

The ECCC was asked to consider the issue of grandfathering provisions where the existing meters were unable to comply with new requirements. It was noted that the longer the program continues to be implemented, the more meters there will be that require retro-fitting and the greater the costs associated with retro-fitting will be. The ECCC proposed a range of 6 months to 12 months. Horizon Power indicated it would take at least 12 months to implement the change.

The table attached (attachment 1) provides advice on the amendments proposed by the Authority.

A copy of the relevant sections of the Code with track changes indicating the ECCC proposed amendments is attached (attachment 2).

Yours sincerely

PAUL KELLY
ECCC CHAIRMAN

Attachment 1 – Advice to ERA on Proposed Pre-Payment Meter Amendments

Issue	Authority Proposed Amendment	ECCC Recommendation
Prescribed areas	Delete clause 9.2(1) (should read 9.2(2))	ECCC agreed to recommend an alternative amendment which would allow for PPM operation only in areas gazetted by the Minister for Energy.
Harassment & Coercion	New clause 9.3(1) - “A retailer must not require a customer to install or maintain the installation of a PPM.”	<p>The ECCC agreed to propose the replacement of the term “contract” with the term service throughout Part 9 of the Code as relevant.</p> <p>The ECCC agreed to propose the addition of a clause to ensure retailer under no obligation to offer a PPM service.</p> <p>The ECCC agreed to provide advice to the Authority that there are a number of significant gaps in the Metering Code provisions that require addressing prior to a widespread implementation of PPMs.</p> <p>The ECCC agreed to propose an alternative amendment to read:</p> <p>The ECCC agreed to propose a deletion of the proposed clause 9.3(1) and a new proposed amendment of clause 9.3 to read:</p> <p>9.3 Operation of pre-payment meter</p> <p>(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.</p> <p>(2) A retailer must establish an account for each pre-payment meter operating at a residential customer’s supply address.</p> <p>(3) A retailer must not, in relation to the offer of, or provision of, a pre-payment meter service:</p> <p style="padding-left: 40px;">(a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or</p> <p style="padding-left: 40px;">(b) exert undue pressure on a customer, nor harass or coerce a customer.</p> <p>(4) Subject to any applicable law, a retailer is not obliged to offer a pre-payment meter service to a customer.</p>

Issue	Authority Proposed Amendment	ECCC Recommendation
		<p>The ECCC agreed to propose a new definition in clause 9.1 which states:</p> <p>"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.</p> <p>The ECCC agreed to propose that clause 9.5(1) (now clause 9.6(1)) should also be amended as follows: 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.</p>
<p>Trial Period</p>	<p>definition of "trial period" in clause 9.1 clause 9.4.(2)(d):</p> <p>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 –</p> <p>details of the trial period at or before the expiry of which the residential customer may terminate the pre-payment meter contract at no cost to the customer;</p> <p>- clause 9.5:</p> <p>Trial Period</p> <p>A pre-payment meter contract must provide for a minimum three month period at or before the expiry of which the pre-payment meter customer may terminate the pre-</p>	<p>The ECCC agreed to propose that the trial period apply only to residential customers.</p> <p>The ECCC agreed with the proposed amendment to clause 13.7(f) to read:</p> <p>13.7 Pre-payment meters A retailer must keep a record of –</p> <p>(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</p> <p>Retailer representatives on the ECCC wished it noted that they did not support the trial period proposal.</p> <p>The ECCC agreed that the timeframes relevant to reconnection for ordinary credit meters should apply to this proposed amendment.</p>

Issue	Authority Proposed Amendment	ECCC Recommendation
	<p>payment meter contract at no cost to the pre-payment meter customer;</p> <p>The trial period must commence on 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.</p> <p>Where a pre-payment meter customer terminates a pre-payment meter contract during the trial period, the retailer must make immediate arrangements:</p> <p>for the removal or rendering non-operational of the pre-payment meter at no cost to the customer;</p> <p>to replace or switch the pre-payment to a standard meter at no charge; and</p> <p>to provide the information referred to in clauses 2.3 and 2.4 to the customer.</p> <p>A retailer must send a notice to a pre-payment meter customer not less than 20 business days and not more than 40 business days prior to the expiry of the trial period advising the pre-payment meter customer of the date of the expiry of the trial period and the options available to the pre-payment meter customer (including providing the information referred to in clauses 2.3 and 2.4 to</p>	<p>The ECCC agreed to propose deletion of the proposed clauses 9.5 and 9.6 and replace with a new clause 9.5 as follows:</p> <p>(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:</p> <p>(a) provide the information referred to in clauses 2.3 and 2.4 to the customer in writing or by electronic means; and</p> <p>(b) arrange with the relevant distributor to-</p> <p>(i) remove or render non-operational the pre-payment meter;</p> <p>(ii) replace or switch the pre-payment to a standard meter.</p> <p>(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.</p> <p>(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):</p> <p>(a) if the customer is a residential pre-payment meter customer, are not conditional on the customer paying the retailer's reasonable charge; and</p> <p>(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.</p> <p>(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:</p> <p>(a) for supply addresses located within the metropolitan area –</p> <p>(i) within 1 business day of receipt of the request, if the request is received prior to 3pm on a business day; and</p> <p>(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;</p> <p>(b) for supply addresses located within the regional area –</p> <p>(i) within 5 business days of receipt of the request, if the request is received prior to 3pm on a business</p>

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	<p>the <i>pre-payment meter customer</i>).</p> <p>- clause 13.7(f):</p> <p>13.7 Pre-payment meters</p> <p>A <i>retailer</i> must keep a record of –</p> <p>the total number of <i>customers</i> reverting to a standard <i>meter</i> in the <i>trial period</i>;</p>	<p><i>day</i>, and</p> <p>(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.</p> <p>(5) A <i>retailer</i> 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 for 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).</p> <p>(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.</p>
<p>Reversion</p>	<p>- clause 9.6:</p> <p>Reversion to standard meter outside trial period</p> <p>If a pre-payment meter customer notifies a <i>retailer</i> outside of the trial period that it wants to replace or switch the pre-payment to a standard <i>meter</i>, the <i>retailer</i> must within 5 business days -</p> <p>remove or render non-operational the pre-payment meter;</p> <p>replace or switch the pre-payment to a standard <i>meter</i>; and</p> <p>provide the information referred to in clauses 2.3 and 2.4 to the <i>customer</i>.</p> <p>A pre-payment meter customer</p>	<p>The ECCC agreed that the proposed clause should be amended to ensure that business customers would be required to pay for the reversion up front.</p> <p>Industry representatives requested that it be noted that they requested that reversion at no cost be exclusively dealt with under the financial hardship provisions.</p> <p>The ECCC agreed the proposed amendment should include consideration of a waiver of the fee altogether for customers experiencing financial hardship.</p> <p>The ECCC agreed that the proposed provisions should delineate the responsibilities of the retailer and the distributor.</p> <p>The ECCC agreed that the timeframe for reversion should reflect the reconnection related timeframes in Part 8.</p>

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	<p>who requests reversion of a pre-payment meter under subclause 9.6(1) must pay the retailer's reasonable charge for reversion to a standard meter (if any). For the avoidance of doubt, the retailer's obligations under subclause 9.6(1) are not conditional on the customer paying the retailer's reasonable charge.</p> <p>- clause 13.7(1)(g): A retailer must keep a record of –</p> <p>) the total number of customers reverting to a standard meter in the three month period immediately following the expiry of a trial period;</p>	
<p>Recovery of outstanding debt</p>	<p>- clause 9.13(1): Where a customer owes a debt to a retailer, the retailer must not adjust any charges under the pre-payment meter contract to recover the amount owing.</p>	<p>The ECCC agreed to recommend:</p> <ul style="list-style-type: none"> • Abolition of emergency credit. • Allowance of up to \$20 in debt to be accrued during a period where disconnection is disallowed. • Retrieval of debt accrued during a period where disconnection disallowed can be recouped at up to \$2 per day. • No other debt is to be recouped by the PPM <p>Clause 9.5 (Emergency Credit) deleted.</p> <p>Clause 9.12(1) amended to state:</p> <p>(1) Where a customer owes a debt to a retailer, the retailer may only adjust the tariff payable by a pre-</p>

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		payment meter customer to recover a maximum of \$2 per day of the amount owing unless otherwise authorised by an applicable law.
Disconnect on times	<p>- clause 9.8(1)(a): A retailer must ensure that a pre-payment meter –</p> <p>does not disconnect supply to the pre-payment meter customer other than between the hours of 10.00am and 3.00pm on a weekday;</p>	<p>The ECCC agreed to recommend an alternative amendment which would prevent disconnection of supply outside the hours of 9am – 2pm on a business day.</p> <p>The industry representative employed by Horizon Power did not support the introduction of disconnection times as it contended that to do so would break the relationship between the cost and use of electricity.</p>
Identification of self-disconnection	<p>- clause 9.8(1)(b): A retailer must ensure that a pre-payment meter –</p> <p>...</p> <p>is capable of informing the retailer of:</p> <p>the number of instances where a pre-payment meter customer has self-disconnected; and</p> <p>the duration of each of those disconnections referred to in subclause 9.8(1)(b)(i),</p> <p>at least:</p> <p>if the pre-payment meter customer is in the metropolitan area, each minute; or</p>	<p>Proposed amendment supported subject to: data be collected:</p> <ul style="list-style-type: none"> • every 2 months in metropolitan areas; • 3 months in regional areas; and • 6 months in remote areas (with remote area to be specified by Minister for Energy when gazettal takes place) <p>The industry representative employed by Synergy requested their objection to this proposal be noted. The industry representative employed by Horizon Power requested that it be noted that significant difficulties exist in meeting timeframes where physically visiting remote communities is required in difficult weather conditions.</p> <p>Clause 9.7(1)(b) amended to state that a retailer must ensure that a pre-payment meter:</p> <p>(b) is capable of informing the retailer of:</p> <p>(i) the number of instances where a pre-payment meter customer has been disconnected; and</p> <p>(ii) the duration of each of those disconnections referred to in subclause 9.7(1)(b)(i),</p> <p>at least:</p>

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	<p>if the pre-payment meter customer is not in the metropolitan area:</p> <p>where the location of the pre-payment meter lies within the defined coverage area of a terrestrial digital wireless service provider, each minute; or, in all other cases,</p> <p>every 6 months.</p> <p>clause 13.7(1)(h): A retailer must keep a record of –</p> <p>...</p> <p>the number of instances where a pre-payment meter customer has self-disconnected;</p> <p>clause 13.7(1)(i): A retailer must keep a record of –</p> <p>...</p> <p>the duration of each of those disconnections referred to in subclause 13.7(1)(h);</p>	<p>(iii) if the pre-payment meter customer is in the metropolitan area, every 2 months; or</p> <p>(iv) if the pre-payment meter customer is in a regional area:</p> <p>(A) every 3 months; unless</p> <p>(B) the regional area is also designated as a remote area, in which case, every 6 months;</p> <p>New clause 9.7(2) which states “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 <i>Government Gazette</i>.</p> <p>The ECCC agreed that there are issues related to the Metering Code that need to be addressed.</p> <p>The ECCC agreed to propose that the term self-disconnection be removed and replaced with disconnection.</p>
<p>Payment difficulties / Financial Hardship and offer of reversion to</p>	<p>- clause 9.13:</p> <p>Where a customer owes a debt to a retailer, the retailer must not adjust any charges under the pre-payment meter contract to</p>	<p>The ECCC agreed:</p> <ol style="list-style-type: none"> 1. to propose that the requirement to contact be made “best endeavours”. 2. to propose amendment of the requirement to apply only to residential customers. 3. to propose amendment of the proposed clause 9.13(2)(c) to delete proposed clause and replace with a provision to ensure customer is informed of meter options. <p>As above – the ECCC agreed that some issues need to be addressed in the Metering Code.</p>

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<p>a credit meter</p>	<p>recover the amount owing.</p> <p>Notwithstanding its obligations under clause 6.10, a retailer must ensure that –</p> <p>where a 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 the retailer identifies that a customer has self-disconnected three or more times in any three-month period for longer than 240 minutes on each occasion,</p> <p>the retailer must contact the customer as soon as is reasonably practicable to:</p> <p>offer to make immediate arrangements:</p> <p>for the removal or rendering non-operational of the pre-payment meter at no cost to the customer;</p> <p>to replace or switch the pre-payment meter to a standard meter at no charge;</p> <p>to provide the information referred to in clauses 2.3 and 2.4 to the</p>	<p>The ECCC proposed that Part 13 be amended to ensure that PPM customer complaints regarding distributor responsibilities were recorded by the distributor.</p> <p>The ECCC agreed there was no firm evidence to suggest whether the proposed 3 outages of no more than 240 minutes within a 3 month period was a definitive measure of financial hardship (only that it was used / proposed in other jurisdictions) however, it would suffice as a 'line in the sand' until such time as a more appropriate indicator of financial hardship related to PPM's were identified and proposed as an amendment.</p>

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	<p>customer;</p> <p>to provide:</p> <p>information about and referral to relevant customer financial assistance programmes, and/or</p> <p>referral to relevant consumer representative organisations; and/or</p> <p>information on independent financial and other relevant counselling services.</p> <p>clause 13.7(1)(j): A retailer must keep a record of –</p> <p>...</p> <p>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</p> <p>clause 13.7.(1)(k): A retailer must keep a record of –</p> <p>...</p> <p>the number of pre-payment meter customers who the retailer identifies have self-disconnected three or more times in any three-month period for longer than 240 minutes on each occasion.</p>	

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Meter checking	<p>- clause 9.11:</p> <p>Where a pre-payment customer requests that the whole or part of the pre-payment meter be tested, the retailer must, taking into consideration the nature of the request and the cost of testing, make immediate arrangements to:</p> <p>check the pre-payment customer's metering data;</p> <p>check or conduct a test of the pre-payment meter; and/or</p> <p>arrange for a check or test by the responsible person for the meter installation at the pre-payment customer's connection point.</p> <p>A pre-payment customer who requests a check or test of the pre-payment meter under subclause 9.11(1) must pay the retailer's reasonable charge for checking or testing the pre-payment meter (if any).</p> <p>If a pre-payment meter is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause 9.11(1), the retailer must:</p> <p>immediately repair or replace the faulty pre-payment meter;</p> <p>correct any overcharging or undercharging in accordance with clause 9.12; and</p>	<p>The ECCC agreed with the recommendation they had made during the ECCC Code Review that a review of the Metering Code is required.</p>
		<p>The ECCC agreed that the timeframes under Part 8 should apply.</p>
		<p>The ECCC agreed to propose the deletion of “taking into consideration the nature of the request and the cost of testing” and replace with “must, at the request of the customer...”</p>

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	refund the customer any charges paid by the customer pursuant to this clause for the testing of the pre-payment meter .	
Information – Clause 9.4	Nil	The ECCC agreed to propose amendment of clause 9.4(1)(a) which would require the retailer to advise the customer of the costs of reversion / conversion to a credit meter.
Information clause 9.4(2)	Nil	The ECCC agreed to propose amendment to clause 9.4(2)(p) to read: Details on external complaints handling processes, including the electricity ombudsman .
Data Collection	Nil	The ECCC agreed to propose that a provision should be added to Part 13 to require that data is collected on the number of reversions or conversions (from PPM to credit).
Nomination of alternative address	Nil	<p>The ECCC agreed that a provision similar to clause 4.4 be added to Part 9 (which would allow retailer to send correspondence to the supply address or another nominated address and/or electronic address (if nominated by the customer)).</p> <p>New subclause 9.4(5), 9.5(6) and 9.12(4) which state:</p> <p>The information to be provided in this clause 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.</p>
Replacement of word	Nil	The ECCC agreed to propose amendment to clause 9.10(4)(a) to refer to a retailer “arranging” to repair or replace a faulty PPM.
Refunding Credit	Nil	The ECCC agreed to propose an amendment (similar to the one proposed for credit meter customers as a result of the ECCC Code Review 2009) in relation to proposed clause 9.11 that would ensure that in the event that PPM credit is less than \$45 the retailer should have the ability to credit the customer’s account

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		<p>(if such an account exists) as opposed to sending a cheque.</p> <p>New subclause 9.11(7) which states:</p> <p>Where the amount referred to in subclause (2) is less than \$45 the retailer may:</p> <p>(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</p> <p>(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).</p>
<p>Grandfathering</p>	<p>Nil</p>	<p>The ECCC were asked to consider the issue of grandfathering provisions where the existing meters were unable to comply with new requirements. It was noted that the longer the program continues to be implemented, the greater the costs associated with retro-fitting.</p> <p>Proposed clause for the Authority’s consideration, new clause 9.13 which states:</p> <p>9.13 Existing pre-payment meters</p> <p>(1) Subject to subclause (2), 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 [6 – 12] months on and from the amendment date. For the avoidance of doubt, at the expiry of the [6 – 12] 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.</p> <p>(2) When a pre-payment meter covered by clause 9.13(a) is upgraded or modified for any reason, the modified or upgraded pre-payment meter must comply with the applicable requirements of Part 9.</p> <p>(3) In this clause –</p> <p>“amendment date” means the date this clause 9.13 comes into effect.</p> <p>The industry representative employed by Horizon Power indicated it would take at least 12 months to implement the change.</p> <p>The industry representative employed by Horizon Power wished it noted that he did not support what he perceives as retrospective application of regulation.</p> <p>The industry representative employed by Horizon Power wished it noted that there was no regulatory</p>

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		mechanism to recover the cost of any retrofitting new meters should the decision be taken that would require such a change.

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 **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 for 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 *prepayment 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 *prepayment meter customer* about the *contract* options available to the *prepayment 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* –
 - (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 *prepayment 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**.

9.5 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 **prepayment 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 Payment difficulties or financial hardship

- (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.
- (2) A **retailer** must give reasonable consideration to a request by a **customer**, or 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.
- (3) 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.

(4) The information to be provided 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**.

9.6 Recommendation 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.~~

9.13 Existing pre-payment meters

(1) Subject to subclause (2), 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 12 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 12 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) When a **pre-payment meter** covered by clause 9.13(a) is upgraded or modified for any reason, the modified or upgraded **pre-payment meter** must comply with the applicable requirements of Part 9.

(3) In this clause –

“**amendment date**” means the date this clause 9.13 comes into effect.

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) has 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 –
 - (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) 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*.