



Electricity Code Consultative Committee (ECCC)

Discussion Paper 1

**Economic Regulation Authority Proposed Pre-Payment
Meter Amendments to the *Code of Conduct for the
Supply of Electricity to Small Use Customers 2008* – June
2009**

Introduction

This paper provides an overview of the current status and potential issues associated with the use of electricity pre-payment meters (PPM) in Western Australia. This paper should be read in conjunction with the “Pre-Payment Meter Systems in Western Australia: Cost-Benefit Analysis and Regulatory Impact Assessment (March 2009)” (**research report**).

The Economic Regulation Authority (**Authority**) has proposed a series of amendments to the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**) in relation to PPMs. The Authority has asked the Electricity Code Consultative Committee (**ECCC**) to provide advice regarding:

- the proposed amendments (see Attachment 1 – table of Code amendments and Attachment 2 – marked up version of proposed Code provisions);
- whether any “grandfathering” of provisions should be allowed for Horizon Power’s current PPM operations; and
- whether any other amendments related to PPMs should be made to the Code.

The amendments to the Code have been proposed by the Authority. The ECCC has not yet considered the amendments and therefore does not endorse or make any representation as to the reasonableness or validity of the amendments.

The ECCC invites written submissions from interested parties.

Submissions should be addressed to:

Mr Paul Kelly
ECCC Chairman
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Submissions may be provided in hard-copy or electronic form and must be received by the close of business on 31 July 2009.

In general, all submissions from interested parties will be treated as in the public domain and placed on the Authority’s website.

Where an interested party wishes to make a submission in confidence, it should clearly indicate the parts of the submission for which it is claiming confidentiality, and specify in reasonable detail the basis upon which the claim is made. The treatment of information provided in submissions, including confidential information, will be handled in accordance with applicable legislation.

Should you require further information, please contact Ms Lanie Chopping, Manager Customer Protection on (08) 9213 1900.

Background

Under section 79 of the *Electricity Industry Act 2004 (Act)*, the Authority may, in consultation with the ECCC, approve a code of conduct to regulate and control the conduct of the holders of retail, distribution and integrated regional licences; and electricity marketing agents, with the object of defining standards of conduct in the supply and marketing of electricity to customers and providing for compensation payments to be made to customers when standards of conduct are not met; and protecting customers from undesirable marketing conduct.

The Code was first gazetted in December 2004 and replaced by a new Code in January 2008. Under section 81 of the Act, the Authority is required to establish a committee to advise it on matters relating to the Code. This Committee, known as the ECCC was established on 1 September 2006.

Part 9 of the Code regulates the conduct of retailers who have installed or intend to install pre-payment meters in communities and towns participating in the Aboriginal and Remote Communities Power Supply Program (**ARCPSP**) and the Town Reserve Regularisation Program (**TRRP**) prescribed areas.

PPM or “pay-as-you-go” meters require a customer to pay for electricity prior to consumption. A customer must purchase “credit” from a designated outlet and download the credit onto the PPM. The PPM will allow the customer to consume electricity to the value of the amount of credit downloaded. Once the customer’s credit runs out, the supply of electricity to the customer’s supply address is disconnected. The customer’s electricity supply will remain disconnected until additional credit is downloaded onto the PPM.

Various types of PPM are available, each with their own functionalities. Some PPMs require credit to be downloaded onto the PPM through the use of a pre-payment card (either single or multiple use), others use keypad technology and emerging models are able to be programmed using wireless and GPS (global positioning system) technology.

The PPM function itself may be provided by:

- a dedicated PPM meter;
- a “standard meter” that has been programmed to function as a PPM;
- a device fitted to a “standard meter” enabling the “standard meter” to function as a PPM; or
- a smart meter or advanced meter.

PPMs currently used in Western Australia are AMPY Magnetic Card Operated Prepayment Meters (CPM). AMPY Email Metering is the major provider of PPMs in Australia.

Part 9 of the Code exempts a retailer from having to comply with certain parts of the Code when supplying PPM customers. However, the exemption currently applies only to PPM customers in ARCPSP or TRRP communities. Although the Code does not explicitly preclude retailers from installing PPMs outside of ARCPSP and TRRP communities, without exemptions from certain sections of the Code, it would not be practicable or possible for retailers to comply with the obligations imposed by the Code. In practice therefore, it has been argued that the effect of Part 9 of the Code is to prevent retailers from offering PPMs to electricity customers that do not reside in ARCPSP and TRRP towns or communities.

Whether the Authority should allow an expansion of prescribed areas (to include new prescribed areas) or remove the prescribed areas (to allow operation of PPMs anywhere in WA) and if so, which additional, if any, Code provisions should apply, is a significant issue for stakeholders.

In its 2007 Final Review Report, the ECCC included a recommendation that the Authority commission independent research (including a cost benefit analysis and a regulatory impact statement) into the current and possible future operation and regulation of PPMs in WA. In 2008, the Allen Consulting Group (**Allens**) was contracted to undertake this research. The “Prepayment Meter Systems in Western Australia: Cost-Benefit Analysis and Regulatory Impact Assessment” was delivered in late March 2009. A copy of the research report is available on the Authority’s web site.

The ECCC has not yet considered the research report and therefore makes no representation as to the accuracy, completeness, reasonableness or reliability of the report.

The research report provides a comprehensive overview of the use of PPMs in WA and other jurisdictions and provides a summary of the issues associated with the operation of PPMs.

The ECCC commenced its second review of the Code in late 2008. The ECCC agreed to limit consideration of amendments regarding PPMs in the 2008-09 full Code review and to await the Authority’s response to the research report.

Taking into account the outcome of the research report, the Authority has proposed a series of amendments to Part 9 of the Code (see attached). These amendments have been proposed by the Authority outside of the 2008-09 Code review and have not been considered or endorsed by the ECCC.

The Authority has advised the ECCC that the proposed amendments are aimed at addressing the customer protection issues raised in the research report as well as providing a level of protection commensurate with other jurisdictions and in line with the proposed national regime.

Section 87 of the Act requires that the Authority refers any proposed amendments to the Code to the ECCC for advice. In accordance with section 87(2) of the Act the ECCC must provide an opportunity for interested parties to comment on the amendment and take into account any comments received (section 87(3)) before providing advice to the Authority. In accordance with section 89(b)(i) the Authority is able to specify the time period for consultation and in this instance the Authority requires that the ECCC undertake a minimum of six weeks public consultation.

Section 87(1)(d) of the Act requires that the Authority have regard to any advice given by the ECCC. When the Authority receives the advice, the Authority may choose to:

- (a) proceed to enact some or all of the original proposed amendments through gazettal; and / or
- (b) propose new additional or alternative amendments either as proposed by the ECCC or by the Authority itself.

If the Authority chooses the second option it will be required, under section 87 of the Act, to refer such amendments to the ECCC for further consultation and advice.

Discussion

Consumer representative organisations and industry representatives have a broad range of opinions on the issue of PPMs. Various stakeholder perspectives have been canvassed by Allens and are discussed in the research report.

The work undertaken by Allens assessed the cost-benefit of the current operation of PPMs (in ARCPSP & TRRP) and the cost-benefit of using PPMs generally in WA (removal of prescribed areas).

Allens found that while there is a net benefit in allowing the operation of PPMs in both scenarios, the benefit is mainly to retailers or other parties (including State Government and card retailers), and identified costs to customers and a number of customer protection issues. The research report summarises the findings as follows:

Allowing use of prepayment meters in Western Australia is considered to be, in aggregate, in the public interest. This is primarily because the benefits to electricity retailers and the Western Australian community of using prepayment meters exceed the costs to prepayment meter customers associated with the use of prepayment meters.

There is, however, potential for the use of prepayment meters to make some electricity customers significantly worse off. Avoiding this would require developing mechanisms to ensure that customers on prepayment meters continue to have appropriate access to hardship assistance payments.

According to the Allens' report allowing for the operation of PPMs throughout WA provides for the following potential advantages:

- an opportunity for retailers to expand the range of product options available to customers;
- points of differentiation between retailers;
- decreased meter reading costs; and
- reduced incidence of non-payment of accounts and therefore a debt recovery costs.

The research report also identified the following potential disadvantages with respect to PPM use:

- opportunity for coercion by retailer;
- hiding of the underlying issues of affordability and capacity to pay for an essential service;
- increased risk of disconnection and the health, safety & well-being issues associated;
- a decrease in flexibility in payment terms; and
- a lack of customer access to hardship policies and schemes

Issues associated with the use of PPMs are discussed in further detail in the research report. The research report also provides an examination of PPMs and the issues associated with their use in other jurisdictions.

The Authority supports the finding of the research report that the benefits of allowing PPMs outside of ARCPSP and TRRP communities outweigh the disadvantages. The Authority believes that the majority of the customer protection issues raised in the report can be addressed through the inclusion of a range of new provisions in the Code.

Horizon Power currently operates approximately 470 PPMs in WA and plans to increase this number to 1,660 by the end of 2010.

The ECCC is aware that the existing PPM used in ARCPSP & TRRP may not be capable of meeting all of the Authority's proposed new requirements (e.g. providing data regarding the number and frequency of disconnection). However, the ECCC is also aware that Horizon Power has been able to address a number of data collection issues through the inclusion of a second basic digital meter and manual data collection and is currently doing so in Koongie Park.¹ The ECCC understands that Horizon Power could potentially address all the technical issues associated with meeting the proposed requirements but there could be significant cost associated with doing so in areas without certain telecommunications coverage.

The ECCC seeks submissions from interested parties regarding:

- the Authority's proposed amendments contained in the table (Attachment 1) and the marked up version of the relevant Code provisions (Attachment 2).

The ECCC is interested in receiving specific submissions regarding:

- operating areas for PPMs – i.e. whether the current provisions should:
 - remain without amendment (allowing PPMs to operate only in ARCPSP & TRRP);
 - be amended to place a general restriction on PPMs throughout WA;
 - whether the current provision should be amended to allow for operation in new prescribed areas (e.g. remote towns); or
 - be amended to allow for the use of PPMs throughout WA;
- specific information from regarding the capabilities of existing technology and any transitional costs; and
- whether any proposed provisions should be “grandfathered” to allow time for transition and if so, which provisions and for how long.

The ECCC is also interested in receiving submissions regarding any further amendments to the Code in relation to PPMs.

The ECCC appreciates that the issue of PPMs has the potential to generate a large number of submissions with divergent opinions. The ECCC is particularly interested in receiving submissions presenting verifiable evidence to substantiate claims.

¹ A non-ARCPSP / TRRP community outside Halls Creek for which Horizon Power has been provided with a licence exemption.

Attachment 1 - ERA Proposed Amendments to Part 9

Issue	Issue	Proposed Amendment	Based on
Prescribed areas	Part 9 of the Code exempts a retailer from having to comply with certain parts of the Code with respect to PPM customers. However, Part 9 currently applies only to PPM customers in a remote or town reserve community in which the Aboriginal Remote Communities Power Supply Program (ARCPSP) or Town Reserves Regularisation Program (TRRP) has been implemented. Although the Code does not explicitly preclude retailers from installing PPMs outside of ARCPSP and TRRP communities, without the exemptions from certain sections of the Code, it would not be practicable or possible for retailers to comply with the obligations imposed by the Code.	Delete clause 9.2(1)	Not applicable
Harassment & Coercion	A condition in the Code of Conduct that retailers are not permitted to harass or coerce customers into accepting a prepayment meter. The three other jurisdictions have slightly differing requirements about customer acceptance of prepayment meters. All three require customers to provide informed consent before a retailer is permitted to install a prepayment meter, but only South Australia explicitly states that customers cannot be harassed or coerced into accepting one.	New clause 9.3(1) - "A retailer must not require a customer to install or maintain the installation of a PPM."	ACT Code - simplest
Trial Period	A requirement that retailers offer prepayment meter customers a mandatory	definition of "trial period" in clause 9.1 clause 9.4.(2)(d):	Tasmanian – most recent provisions.

Issue	Issue	Proposed Amendment	Based on
	<p>trial period (for example, three months), at or before the expiry of which customers can request to have the prepayment meter removed at no cost. This requirement is common to all three jurisdictions.</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-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-</p>	<p>Requirement to keep record (clause 13.7(1)(f)) drafted to ensure consistency of record keeping.</p>

Issue	Issue	Proposed Amendment	Based on
		<p>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 the pre-payment meter customer).</p> <p>- clause 13.7(f):</p> <p>13.7 Pre-payment meters</p> <p>A retailer must keep a record of –</p> <p>the total number of customers reverting to a standard meter in the trial period;</p>	
Reversion	<p>A requirement that retailers immediately respond to a request by a prepayment meter customer to revert back to a standard credit meter. A charge may be levied if the customer requests that the meter be changed outside of the mandatory trial period. This requirement is common to all</p>	<p>- clause 9.6:</p> <p>Reversion to standard meter outside trial period</p> <p>If a pre-payment meter customer notifies a retailer outside of the trial period that it wants to replace or switch</p>	<p>ACT Code with amendments to conform with existing provisions of the Code and to ensure consistency across metering types (in particular the</p>

Issue	Issue	Proposed Amendment	Based on
	<p>three jurisdictions.</p>	<p>the pre-payment to a standard meter, the retailer 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 meter; and</p> <p>provide the information referred to in clauses 2.3 and 2.4 to the customer.</p> <p>A pre-payment meter customer 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):</p> <p>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>requirement to provide the information referred to in clauses 2.3 and 2.4).</p> <p>Part of clause 9.6(2) that reads “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” is not derived from existing Codes. It has been included to ensure that those customers who have difficulty paying the charge are not precluded from accessing a credit meter (which allows some ability to save money as the charges are in arrears).</p> <p>Requirement to keep record (clause 13.7(1)(g)) drafted to ensure consistency of record keeping.</p>
<p>Recovery of outstanding</p>	<p>Restrictions on the extent to which retailers can recover outstanding debts from</p>	<p>- clause 9.13(1):</p> <p>Where a customer owes a debt to a</p>	<p>SA Code – simplest provisions. Provisions</p>

Issue	Issue	Proposed Amendment	Based on
debt	individual customers through adjustments to prepayment meter charges. For example, the South Australian and the Australian Capital Territory prepayment meter codes do not permit a retailer to recover any debts from a customer by adjusting the charges in the prepayment meter to recover the amount of the debt. The Tasmanian code permits the electricity retailer to apply a 50 cent per day surcharge on the standard fixed charge to recover outstanding debts if the customer agrees.	<i>retailer</i> , the <i>retailer</i> must not adjust any charges under the <i>pre-payment meter contract</i> to recover the amount owing.	adjusted to ensure conformity with existing provisions of the Code.
Disconnection times	A requirement that prepayment meters be programmed not to disconnect a prepayment meter customer from their electricity supply at certain times of the day. For example, the Australian Capital Territory and the South Australian codes do not permit a prepayment meter system to disconnect supply to a customer other than between the hours of 10:00am and 3:00pm on a weekday, while Tasmania does not permit disconnections other than between the hours of 8:00am and 2:00pm on any day.	- clause 9.8(1)(a): A <i>retailer</i> must ensure that a <i>pre-payment meter</i> – does not disconnect supply to the <i>pre-payment meter customer</i> other than between the hours of 10.00am and 3.00pm on a weekday;	SA Code and ACT Code – simplest provisions and most consumer friendly.
Identification of self-disconnection	A requirement that a retailer's prepayment meter system be capable of identifying to the retailer every instance on which a small customer has self-disconnected and the duration of that disconnection. This requirement is common to all three jurisdictions.	- clause 9.8(1)(b): A <i>retailer</i> must ensure that a <i>pre-payment meter</i> – ... is capable of informing the <i>retailer</i> of: the number of instances where a <i>pre-payment meter customer</i> has <i>self-disconnected</i> ; and	ACT Code – simplest. Requirement to keep record (clause 13.7(1)(h and (i)) drafted to ensure consistency of record keeping. Subclauses 9.8(1)(b)(iii)

Issue	Issue	Proposed Amendment	Based on
		<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>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>and (iv) differ from ACT Code to take into account the limitations of existing infrastructure in regional areas. This will impact on subclause 13.7(1)(j) which requires records to be kept of the prepayment meter customer self disconnections and the duration of those disconnections.</p>
<p>Payment difficulties /</p>	<p>A requirement that, in certain circumstances, the retailer must contact prepayment meter</p>	<p>- clause 9.13:</p>	<p>All Codes have the same requirement for</p>

Issue	Issue	Proposed Amendment	Based on
<p>Financial Hardship and offer of reversion to a credit meter</p>	<p>customers as soon as is reasonably practicable to replace the prepayment meter with a standard credit meter at no cost to the customers. These circumstances may include if a prepayment meter customer informs their retailer that they are having difficulty paying 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. The retailer would be required maintain verifiable records of such contacts. These requirements are common to all three jurisdictions.</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 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</p> <p>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 customer;</p> <p>to provide:</p>	<p>timeframes (three or more times in any three-month period for longer than 240 minutes on each occasion).</p> <p>Amendments made to ensure consistency with Code (i.e. reference to payment difficulties and financial hardship). Provisions extend to both as this increases consumer protection.</p> <p>New requirement added which allows a customer to inform the retailer by electronic means (a defined term).</p> <p>New requirement to offer to make arrangements to provide a referral to a referral to relevant consumer representative organisation. This is slightly broader than the other Codes but the WA Code provides a role for such organisations in the operation of the hardship policy for credit meters so this is consistent with such a</p>

Issue	Issue	Proposed Amendment	Based on
		<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 – ... 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 – ... 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>	<p>role.</p> <p>Requirement to keep record (clause 13.7(1)(k)) drafted to ensure consistency of record keeping.</p>
Meter checking	A requirement that retailers must immediately arrange checking that a prepayment meter is operating correctly if requested by a customer. This requirement applies in South Australia and the Australian	<p>- clause 9.11: Where a pre-payment customer requests that the whole or part of the pre-payment meter be tested, the retailer must, taking into consideration</p>	<p>ACT/SA Codes – simplest and most consumer friendly.</p> <p>Clause amended to</p>

Issue	Issue	Proposed Amendment	Based on
	<p>Capital Territory, whereas Tasmania permits the electricity retailer 15 business days to perform the checks.</p>	<p>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>refund the customer any charges paid by the customer pursuant to this clause for the testing of the pre-payment meter.</p>	<p>require retailer to take into consideration "the nature of the request and the cost of testing" as under the SA/Act Codes the customer must pay the cost of testing but the retailer may do one or more of the tests referred to. The customer should not have to pay where the retailer is overzealous.</p> <p>Clause 9.11(3) based on ACT Code provisions. SA provisions included additional requirement to advise of dispute resolution provisions under SA Energy Code. This is not a requirement for credit meters so for consistency was not included in clause 9.11.</p>

Attachment 2 – Mark Up of Proposed Amendments

Part 9 Pre-payment meters

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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.

“**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.

“**self-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 emergency credit available.

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“**trial period**” means the period in the **pre-payment meter contract** referred to in subclause 9.5(1) that provides a minimum three month period at or before the expiry of which the **pre-payment meter customer** may terminate the **pre-payment meter contract** at no cost to the **pre-payment meter customer**.

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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**.

9.3 Installation and operation of pre-payment meter

- (1) A **retailer** must not require a **customer** to install or maintain the installation of a **pre-payment meter**.
- (2) A **retailer** must not operate a **pre-payment meter** at a **residential customer's supply address** without the **verifiable consent** of the **customer** or the **customer's** nominated representative.
- (3) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.

Deleted: <#>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.¶¶

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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) how a **pre-payment meter** is operated;
 - (d) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (e) of the emergency credit facilities applicable to a **pre-payment meter**, and
 - (f) 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 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**.
 - (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; 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** –

Deleted: <#>information on how to obtain a copy of the **retailer's Customer Service Charter**;

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- (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.

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9.5 Trial period

- (1) 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-payment meter contract** at no cost to the **pre-payment meter customer**.
- (2) 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**.
- (3) Where a **pre-payment meter customer** terminates a **pre-payment meter contract** during the **trial period**, the **retailer** must make immediate arrangements:
 - (a) for the removal or rendering non-operational of the **pre-payment meter** at no cost to the **customer**.
 - (b) to replace or switch the **pre-payment** to a standard **meter** at no charge; and
 - (c) to provide the information referred to in clauses 2.3 and 2.4 to the **customer**.
- (4) 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 the **pre-payment meter customer**).

9.6 Reversion to standard meter outside trial period

- (1) If a **pre-payment meter customer** notifies a **retailer** outside of the **trial period** that it wants to replace or switch the **pre-payment** to a standard **meter**, the **retailer** must within 5 **business days** -
 - (a) remove or render non-operational the **pre-payment meter**.

- (b) replace or switch the **pre-payment** to a standard **meter**, and
- (c) provide the information referred to in clauses 2.3 and 2.4 to the **customer**.

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- (2) A **pre-payment meter customer** 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.

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9.7 Life support equipment

- (1) A **retailer** must not operate a **pre-payment meter** 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 -
 - (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**.

9.8 Requirements for pre-payment meters

- (1) A **retailer** must ensure that a **pre-payment meter** -
 - (a) does not disconnect supply to the **pre-payment meter customer** other than between the hours of 10.00am and 3.00pm on a **weekday**;
 - (b) is capable of informing the **retailer** of:
 - (i) the number of instances where a **pre-payment meter customer** has **self-disconnected**; and
 - (ii) the duration of each of those disconnections referred to in subclause 9.8(1)(b)(i),

at least:

 - (iii) if the **pre-payment meter customer** is in the **metropolitan area**, each minute; or
 - (iv) if the **pre-payment meter customer** is not in the **metropolitan area**:
 - A. 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,
 - B. every 6 months.
 - (c) is capable of recommending supply and supply is recommended:

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- (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; and
- (d) provides an emergency credit amount to the value of at least 10 dollars.

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9.9 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.

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

9.10 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**.

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9.11 Meter testing

- (1) 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:
 - (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) 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).

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(3) 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:

(a) immediately repair or replace the faulty **pre-payment meter**,

(b) correct any overcharging or undercharging in accordance with clause 9.12; and

(c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

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9.12 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.

9.13 Payment difficulties or financial hardship

(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.

(2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –

(a) 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

(b) 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.

the **retailer** must contact the **customer** as soon as is reasonably practicable to:

(c) offer to make immediate arrangements:

(i) for the removal or rendering non-operational of the **pre-payment meter** at no cost to the **customer**;

(ii) to replace or switch the **pre-payment** to a standard **meter** at no charge;

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

(iv) to provide:

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

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

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

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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.¶

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** in the **trial period**;
- (g) the total number of **customers** reverting to a standard **meter** in the three month period immediately following the expiry of a **trial period**;
- (h) the number of instances where a **pre-payment meter customer** has **self-disconnected**;
- (i) the duration of each of those disconnections referred to in subclause 13.7(1)(h);
- (j) 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
- (k) 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.

(2) In this clause –

“**self-disconnected**” has the meaning referred to in clause 9.1,
“**trial period**” has the meaning referred to in clause 9.1.

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