

PREPAYMENT METER SYSTEM CODE

PMSC/02

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CONSULTATION DRAFT

The Essential Services Commission of South Australia is the independent economic regulator of the electricity, gas, ports, rail and water industries in South Australia. The Commission's primary objective is the *protection of the long-term interests of South Australian consumers with respect to the price, quality and reliability of essential services*. For more information, please visit www.escosa.sa.gov.au.

Amendment Record

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1 PRELIMINARY

1.1 Authority

- 1.1.1 This industry code is made by the **Commission** pursuant to the powers of the **Commission** under section 28 of the *Essential Services Commission Act 2002*.

1.2 Interpretation

- 1.2.1 Words and phrases in bold like **this** in this industry code are defined in clause 5.1.
- 1.2.2 This industry code must be interpreted according to the principles in clause 5.2.

1.3 Application

- 1.3.1 This industry code applies to each **retailer** as a condition of its retail licence granted under the Electricity Act 1996 or the Gas Act 1997 unless otherwise expressly provided in this industry code.
- 1.3.2 This industry code applies only to **retailers** that have the approval of the **Commission** to implement a **prepayment meter system** pursuant to their retail licence issued by the **Commission**.
- 1.3.3 Nothing in this industry code is to be taken as requiring a **retailer** to offer **prepayment meter standard terms and conditions**.

1.4 Other Acts, industry codes and guidelines

- 1.4.1 Not all aspects of a **retailer's** obligations in respect of **prepayment meter standard terms and conditions** are regulated by this industry code.
- 1.4.2 A **retailer's** obligations and some aspects of the relationship between a **small customer** and a **retailer** are also affected by:
- (a) Acts of Parliament and regulations made under those Acts of Parliament;
 - (b) the retail licence held by the **retailer**;
 - (c) other industry codes made by the **Commission** from time to time; and
 - (d) the terms of an agreement in place between a **retailer** and a **distributor**.

2 PREPAYMENT METER STANDARD TERMS AND CONDITIONS

2.1 *Prepayment meter standard terms and conditions*

2.1.1 A retailer must only sell energy to a small customer using a prepayment meter system under prepayment meter standard terms and conditions.

2.2 *Consent*

2.2.1 A retailer must obtain the explicit informed consent of a small customer to enter into prepayment meter standard terms and conditions.

2.2.2 The **explicit informed consent** of a **small customer** can be obtained only after timely, accurate, verifiable and truthful information about the **prepayment meter standard terms and conditions** has been provided to the **small customer**.

2.2.3 A **retailer** must not use undue harassment or coercion in connection with the sale or possible sale of energy to a **small customer** under **prepayment meter standard terms and conditions**.

2.2.4 For the purposes of this clause 2.2, **explicit informed consent** is the consent provided by a **customer** where:

- (a) The **customer** provides express conscious agreement;
- (b) The relevant **retailer** has fully and adequately disclosed all matters relevant to that customer, including each specific purpose for which the consent will be used;
- (c) All disclosures referred to in clause 2.2(b) are truthful and have been provided in plain language appropriate to that customer.

2.2.5 A retailer may obtain the explicit informed consent of a customer:

- (a) In writing signed by the customer; or
- (b) Verbally; or
- (c) By electronic communication signed by the customer.

2.2.6 A **retailer** must retain records of any **explicit informed consent** obtained under this clause 2.2 for at least 2 years.

2.2.7 Records retained under clause 2.2 must be retained by the **retailer** in a format which permits the **retailer** to answer any enquires relating to a customer's **explicit informed** consent by that **customer**, the **Commission**, the **Industry Ombudsman** or any other entity permitted by an **applicable regulatory instrument** to access that information.

2.3 Written Disclosure Statement

2.3.1 A written disclosure statement must be provided to a small customer in respect of prepayment meter standard terms and conditions and must include the following information:

- (a) the date of commencement of the prepayment meter standard terms and conditions;
- (b) the fees, charges and tariffs that will be applicable for the retailing of **energy** under the **prepayment meter standard terms and conditions**;
- (c) all costs to the **small customer** associated with entering into the **prepayment meter standard terms and conditions** including fees, charges and tariffs;
- (d) the method by which the **small customer** will receive any State Government energy concession to which they are entitled;
- (e) the methods by which the **small customer** can make payments to the **prepayment meter system** account and the locations of payment centres or recharge facilities (if relevant);
- (f) the amount of emergency credit to be provided in the **prepayment meter system**;
- (g) connection and installation costs;
- (h) termination and **prepayment meter system** removal or reversion charges which may apply, the circumstances in which such charges will apply and the method of calculation of those charges;
- (i) dispute resolution options which are available to **small customers**;
- (j) details of any right conferred on the small customer to rescind the prepayment meter standard terms and conditions;
- (k) details of the **trial period** at or before the expiry of which the **small customer** may terminate the contract; and
- (l) contact details for the **retailer's small customer** enquiry, complaints and emergency service.

2.4 Provision of Information

2.4.1 Operating Instructions

2.4.2 A **retailer** must, at no charge, provide the following information on the use of the **prepayment meter system** to a **small customer** who enters into **prepayment meter standard terms and conditions**:

- (a) instructions on how to operate the **prepayment meter system** which are:
 - (i) expressed in clear, simple and concise language, and

- (ii) in a format which makes it easy for a person not familiar with the operation of a **prepayment meter system** to understand;
 - (b) instructions on how to access the emergency credit facility of the **prepayment meter system**;
 - (c) instructions on how to obtain a refund of remaining credit when the **prepayment meter standard terms and conditions** are terminated;
 - (d) instructions on how and where payments to the **prepayment meter system** account can be made; and
 - (e) the **retailer's** telephone number(s) for complaints, enquiries and emergencies.
- 2.4.3 If requested by the **small customer**, the **retailer** must use its best endeavours to provide the operating instructions in a language other than English requested by the **small customer**.
- 2.4.4 Consumption Information
- 2.4.5 On request, a **retailer** must, at no charge, give a **small customer** the following information relating to the **small customer's supply address**:
- (a) total energy consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption
 - (d) for the previous two years or since the commencement of the **prepayment meter standard terms and conditions** (whichever is the shorter) divided into quarterly segments.

2.5 Minimum Terms and Conditions

- 2.5.1 A **retailer** must ensure that the terms and conditions of each **prepayment meter standard terms and conditions** it enters into with a **small customer** are not inconsistent with the following provisions:

Mandatory Trial Period

- (a) **prepayment meter standard terms and conditions** must provide for a minimum three-month period at or before the expiry of which the **small customer** may terminate the **prepayment meter standard terms and conditions** with no penalty, exit or termination charges or meter removal or reversion charges (the **trial period**);
- (b) where a **small customer** exercises the termination right under clause 2.5.1(a), the **retailer** must make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **small customer**,

- (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **small customer**; and
 - (iii) provide information about and a general description of the **standard terms and conditions** options available to the **small customer**.
- (c) the **retailer** must send a notice to the **small customer** not more than twenty **business days** and not less than ten **business days** prior to the expiry of the **trial period** advising the **small customer** of the date of the expiry of the trial period and the options available to the **small customer**.

Specification of Fees and Charges

- (d) a **small customer** who is a party to **prepayment meter standard terms and conditions** is only liable for fees (which may include connection and installation fees, fees for the provision of or replacement of a card to operate the **prepayment meter system**, termination and meter removal or reversion charges) permitted by this industry code and other fees approved by the **Commission** and charges (comprising distribution, retail and other charges relating to the sale and supply of energy at the **small customer's supply address**) specified and identified in the **prepayment meter standard terms and conditions**.

Separate charging for other goods and services

- (e) where a **retailer** provides goods and services, other than those goods and services referred to in 2.5.1(d), the **retailer** must bill the **small customer** for those goods and services separately and must not recover any payment for those goods and services under the **prepayment meter standard terms and conditions** or under any other contract or agreement which adjusts the charges in the **prepayment meter system** to recover the amount.

Limitation on the recovery of debt

- (f) subject to this industry code, where a **small customer** owes a debt to a **retailer**, other than of a kind referred to in clause 3.9 or clause 3.10, the **retailer** must not recover any repayments of the debt under the **prepayment meter standard terms and conditions** or under any other contract or agreement which adjusts the charges in the **prepayment meter system** to recover the amount of the debt.

Credit Retrieval

- (g) prepayment meter standard terms and conditions must explain how a small customer can obtain a refund of any credit remaining in the prepayment meter system account when the prepayment meter standard terms and conditions are terminated or otherwise end.

Life Support Equipment

- (h) a retailer must not enter into prepayment meter standard terms and conditions with a small customer who requires a life support system.
- (i) if a **small customer** notifies the **retailer** that he or she now requires a **life support system**, the **retailer** must make immediate arrangements for:
 - (i) the removal or rendering non-operational of the **prepayment meter system** at no cost to the **small customer**,
 - (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter** at no cost to the **small customer**; and
 - (iii) provide information about, and a general description of, the **standard terms and conditions** options available to the **small customer**.
- (j) For the purposes of this clause 2.5, "**life support system**" means:
 - (i) An oxygen concentrator; or
 - (ii) An intermittent peritoneal dialysis machine; or
 - (iii) A haemodialysis machine; or
 - (iv) A ventilator for life support (polio only); or
 - (v) Other equipment as notified by the **Commission** from time to time.

3 REQUIREMENTS FOR PREPAYMENT METER SYSTEMS

3.1 Customer consultation

- 3.1.1 A **retailer** which offers to sell energy to **small customers** using **prepayment meter standard terms and conditions** must establish a Prepayment Meter Customer Consultation Group with membership drawn from South Australian consumers with its **prepayment meter systems** and South Australian consumer groups.
- 3.1.2 Information about the meetings and activities of a **retailer's** Prepayment Meter Customer Consultation Group must be detailed on the **retailer's** website.
- 3.1.3 The Consultation Group must continue in existence for a minimum of three years from the date on which the Commission approves the adoption of a **prepayment meter system** by a **retailer**.

3.2 Customer enquiries and complaints

- 3.2.1 A **retailer** must, prior to commencing to sell electricity or gas to **small customers** under **prepayment meter standard terms and conditions**, establish and maintain an enquiry, complaints and emergency telephone service to provide information, advice and assistance about the operation of the **retailer's prepayment meter system**.

3.3 System Requirements

- 3.3.1 A retailer offering prepayment meter standard terms and conditions must ensure that:

System Display

- (a) the prepayment meter system displays:
 - (i) the financial balance of the **prepayment meter system**, accurate as to within \$1.00 of the actual balance;
 - (ii) whether the **prepayment meter system** is operating in normal credit or emergency credit mode; and
 - (iii) current consumption information (in both kW or MJ and \$AUD).

Disconnection Times

- (b) the **prepayment meter system** does not disconnect supply to the **small customer** other than between the hours of 10.00am and 3.00pm on a week day;

Recommencement of Supply

- (c) where supply has been disconnected through the means of the ***prepayment meter system***, the ***prepayment meter system*** is capable of recommencing supply as soon as information is communicated to the ***prepayment meter system*** that a payment to the ***prepayment meter system*** account has been made which exceeds the amount of emergency credit;

Concessions

- (d) ***small electricity customers*** who are entitled to the State Government energy concession receive the benefit of that entitlement;

Emergency Credit

- (e) the ***prepayment meter system*** must provide an amount of emergency credit not less than:
 - (i) for electricity - \$10 (or such other amount as is approved by the ***Commission*** from time to time);
 - (ii) for gas - \$5 (or such other amount as is approved by the ***Commission*** from time to time)

Access to Metering Data

- (f) access is provided to metering data as required by all applicable regulatory instruments

3.4 ***Payment Difficulties and Hardship***

Capacity of Prepayment Meter Management System

- 3.4.1 A ***retailer's prepayment meter system*** must be capable of identifying to the ***retailer*** every instance on which a ***small customer*** has ***self-disconnected*** and the duration of that disconnection.

Dealing with Payment Difficulties

- 3.4.2 Where a ***small customer*** informs the ***retailer*** in writing or by telephone that the ***small customer*** is experiencing payment difficulties, or the ***retailer's prepayment meter system*** management system identifies to the ***retailer*** in accordance with clause 3.4.1 that a ***small 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 ***small customer*** as soon as is reasonably practicable to:
 - (a) offer to make immediate arrangements for:
 - (i) the removal or rendering non-operational of the ***prepayment meter system***; and

- (ii) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter**;
 - (iii) at no cost to the **small customer**.
- (b) provide information about, and a general description of, the **standard terms and conditions** options available to the **small customer**,
 - (c) provide information about and referral to State Government assistance programmes, and
 - (d) provide information on independent financial and other relevant counselling services.

Record Keeping

- 3.4.3 The **retailer** must maintain verifiable records of customer contacts under this clause 3.4 in a format which permits the **retailer** to answer any enquiries by the **Commission**, the **Industry Ombudsman** or any other entity permitted by an **applicable regulatory instrument** to access that information.

3.5 *Payment towards prepayment meter system account*

Recharge Facilities, Times and Locations

- 3.5.1 A **retailer** which has entered into **prepayment meter standard terms and conditions** with a **small customer** must ensure that it has in place facilities for the **small customer** to make payments in relation to the **prepayment meter system** account by at least one of the following methods:
- (a) by cash, at a minimum of two locations which are readily accessible to the **small customer**, one of which is open between 9.00am and 5.00pm on any day of the week (including Saturdays, Sundays and public holidays (excluding Christmas Day)); or
 - (b) by a 24-hour, 7 days a week telephone service, using credit card, debit card, electronic funds transfer or any other telephone payment method which is acceptable to the **retailer** and agreed to by the **small customer**, or
 - (c) by a 24-hour 7 days a week electronic or other payment method which is acceptable to the **retailer** and agreed to by the **small customer**.

Minimum Payment

- 3.5.2 A **retailer** must ensure the minimum amount that the **small customer** can pay in relation to the **prepayment meter system** account is an amount between \$1.00 and \$10.00.

3.6 Variation of charges

- 3.6.1 Where a **retailer** has entered into a **prepayment meter standard terms and conditions** with a **small customer**, a variation in the tariff rate or charge applying to the **small customer** may only be imposed if notice of new rates or charges is provided to the **small customer** at least 20 **business days** before the variation takes effect.
- 3.6.2 Notice must be given in accordance with the method outlined in the **prepayment meter standard terms and conditions**.

3.7 System Testing

- 3.7.1 Where a **small customer** requests that the whole or part of the **prepayment meter system** be checked or tested, the **retailer** must make immediate arrangements for one or more of the following:
- (a) a check of the **metering data**;
 - (b) a check or test of the **prepayment meter system** or
 - (c) a check or test by the **responsible person** for the meter installation at the **small customer's connection point**.
- 3.7.2 The customer must pay the **retailer** in advance the **retailer's** (and, where appropriate, the **small customer's distributor's** or metering provider's) reasonable charge (whichever is applicable) for any checks or tests undertaken in accordance with clause 3.7.1.
- 3.7.3 If a **prepayment meter system** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with clause 3.7.1, a **retailer** must:
- (a) correct any overcharging or undercharging in accordance with clauses 3.8 and 3.9;
 - (b) refund any fee paid in advance under clause 3.7.2;
 - (c) make immediate arrangements to replace or repair the **prepayment meter system**, and
 - (d) advise the **small customer** of the existence of its dispute resolution processes available to the customer.

3.8 Overcharging

- 3.8.1 Where a **small customer** has been overcharged as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **small customer** of that overcharging within 10 **business days** of the **retailer** becoming aware of that overcharging and:
- (a) ask the **small customer** for instructions as to whether the amount should be:

- (i) repaid to the **small customer** or
 - (ii) added to the balance of the **prepayment meter system** account.
- (b) where the **retailer** asks for instructions from a **small customer** under (a) and no instructions are provided by the **small customer** within 20 **business days**, the **retailer** must add to the balance of the **prepayment meter system** account the amount overcharged to the **small customer**.

3.9 Undercharging

- 3.9.1 Where a **retailer** has undercharged a **small customer** as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **small customer** within 10 **business days** of becoming aware of that undercharging and at that time indicate the amount undercharged and whether or not it proposes to recover from the **small customer** the amount undercharged.
- 3.9.2 Where a **retailer** proposes to recover an amount undercharged as a result of a **retailer's** or **distributor's** error, the **retailer** must:
- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to informing the **small customer** of the undercharging;
 - (b) provide details and explanation of the amount to be recovered;
 - (c) not charge the **small customer** any interest on the amount;
 - (d) offer the **small customer** time to pay the amount undercharged, by agreed instalments or by an agreed adjustment to the charges in the **prepayment meter system**, over a period nominated by the **small customer** being no longer than the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months) or in any other case 12 months.

3.10 Illegal Energy Use

- 3.10.1 Despite clause 3.9, if a **retailer** has undercharged or not charged a **small customer** as a result of the **small customer's** fraud or intentional consumption of **energy** otherwise than in accordance with **applicable regulatory instruments**, the **retailer** may estimate the consumption for which the **small customer** has not paid and either:
- (a) bill the **small customer** for all of the unpaid amount, or
 - (b) make an agreed adjustment to the charges in the **prepayment meter system** to recover the unpaid amount.

4 REVERSION AND TRANSFER

4.1 *Customer termination or request for removal*

- 4.1.1 If a small customer who is a party to prepayment meter standard terms and conditions terminates the prepayment meter standard terms and conditions or requests the removal of the prepayment meter system, otherwise than in accordance with clause 2.5.1 or clause 3.4 of this industry code, the retailer must make immediate arrangements for:
- (a) the removal or rendering non-operational of the **prepayment meter system**;
 - (b) the installation of a **standard meter** or the reversion of the **prepayment meter system** to a standard operating mode so that the **prepayment meter system** operates as a **standard meter**; and
 - (c) the provision of information about, and a general description of, the **standard terms and conditions** options available to the **small customer**.
- 4.1.2 Subject to the provisions of this industry code relating to the **mandatory trial period** (clause 2.5.1), **life support systems** (clause 2.5.1), and hardship (clause 4.4), a **retailer** may recover fair and reasonable termination or exit charges and meter removal or reversion charges from a **small customer** who was a party to **prepayment meter standard terms and conditions**, if permitted to do so by the **prepayment meter standard terms and conditions** and if the termination occurs after the **trial period** has elapsed.

5 DEFINITIONS AND INTERPRETATION

5.1 Definitions

In this industry code:

applicable regulatory instrument means any Act or regulatory instrument made under an Act, or any industry code, guideline or regulatory instrument issued by the **Commission** that applies to a **retailer**.

business day means a day on which banks are open for general banking business in Adelaide, other than a Saturday or a Sunday.

Commission means the Essential Services Commission established under the Essential Services Commission Act 2002.

connection point means the agreed point of connection between a **small customer's** electricity or gas installation and the distribution network.

distributor means the holder of a licence to operate an electricity distribution network under the *Electricity Act 1996* or the holder of a licence to operate a gas distribution network under the *Gas Act 1997*.

Electricity Metering Code means the industry code of that name made by the **Commission** as amended from time to time.

energy means either or both of gas or electricity.

explicit informed consent means the consent provided by a **small customer** under clause 2.2 of this industry code.

Gas Metering Code means the industry code of that name made by the **Commission** as amended from time to time.

Industry Ombudsman means the ombudsman appointed under the scheme approved by the **Commission** in accordance with the **retailer's** licence (as applicable).

life support system has the same meaning given to that term in clause 2.5 of this industry code.....

metering data has the meaning given that term:

- (a) in the case of electricity, in the *National Electricity Code*; and
- (b) in the case of gas, in the *Retail Market Rules*.

metering installation type 5R means a **metering installation** installed at a **connection point** through which the **annual electricity consumption level** is less than 160 MWh that meets the requirements specified in Schedule 1 and Schedule 3 of the "South Australian Electricity Supply Industry Metrology Procedure for Type 5, 6 and 7 Metering Installations" published by the **Commission** in accordance with clause 7.3.1(ba)(2) of the **National Electricity Code** and which has communications for remote reading of data;

metering installation type 5M means a **metering installation** installed at a **connection point** through which the **annual electricity consumption level** is less than 160 MWh that meets the requirements specified in Schedule 1 and Schedule 3 of the “South Australian Electricity Supply Industry Metrology Procedure for Type 5, 6 and 7 Metering Installations” published by the **Commission** in accordance with clause 7.3.1(ba)(2) of the **National Electricity Code** and which does not have communications for remote reading of data;

prepayment meter system means a device, componentry, software or other mechanism associated with a **metering installation type 5M**, **metering installation type 5R** or a **standard meter** at a **small customer’s connection point** which operates to permit the flow of **energy** through the **meter** when activated by a card, code or some other method.

prepayment meter standard terms and conditions means **standard terms and conditions** between a **retailer** and a **small customer** under which the **small customer** agrees to purchase **energy** by means of a **prepayment meter system**.

responsible person :

- (a) in the case of electricity, has the meaning given to that term in the **Electricity Metering Code** and the National Electricity Code; and
- (b) in the case of gas means the **distributor**.

retailer means a person licensed under the *Electricity Act 1996* to sell electricity or under the *Gas Act 1997* to sell and supply gas, as the case may be.

self-disconnected means the interruption to supply because a **prepayment meter system** has no credit available and includes an interruption to supply because the **prepayment meter system** has no emergency credit available.

small customer has the same meaning as is given to that term in the *Electricity Act 1996* or the *Gas Act 1997* as the case may be.

small electricity customer means a **small customer** who has entered into a contract for the sale of electricity with a **retailer**.

standard meter means a metering installation of the type that would ordinarily be installed by the **responsible person** at the **small customer’s connection point** in accordance with the requirements of the **Electricity Metering Code** or the **Gas Metering Code** or the National Electricity Code as the case may be.

standard terms and conditions means conditions for the sale or supply of energy under the *Electricity Act 1996* or the *Gas Act 1997* as the case may be.

trial period has the meaning given to that term in clause 2.5.1(a) of this Code.

5.2 Interpretation

In this industry code, unless the context otherwise requires:

- (a) Headings and footnotes are for convenience or information only and do not affect the interpretation of this industry code or of any term or condition set out in this industry code.
- (b) Words importing the singular include the plural and vice versa.
- (c) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- (d) A reference to a clause or appendix is to a clause or appendix of this industry code.
- (e) A reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute.
- (f) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- (g) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- (h) Other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning.

AMENDMENT RECORD

PROVISIONS AMENDED

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

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