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Energy

Code



Prepayment Meter System Code

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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 Application

- 1.2.1 All **retailers** have an obligation to comply with **applicable regulatory instruments**.
- 1.2.2 Pursuant to a condition of the retail licence issued by the **Commission**, this **industry code** applies to a **retailer** that has the written approval of the **Commission** to implement a **prepayment meter system**.
- 1.2.3 This **industry code** applies in addition to relevant provisions in the Small-scale Gas Network Code and the Small-scale Electricity Network Code.
- 1.2.4 Nothing in this **industry code** is to be taken as requiring a **retailer** to offer or to continue to offer **prepayment meter standard terms and conditions**.

1.3 Commencement

- 1.3.1 This **industry code** commences on 1 July 2023 or as otherwise advised in the South Australian Government Gazette and will remain in effect until revoked by the **Commission**.

1.4 Interpretation

In this Prepayment Meter System 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, and
- (h) other parts of speech and grammatical forms of a word or phrase defined in this **industry code** have a corresponding meaning.

1.5 Definitions

In this Prepayment Meter System Code:

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| 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 |
| best endeavours | means to act in good faith and use all reasonable efforts, skill and resources |
| business day | means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia |
| Commission | means the Essential Services Commission, established under the <i>Essential Services Commission Act 2002</i> |
| connection point | means the agreed point of connection between a 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 <i>Electricity Act 1996</i> or the holder of a licence to operate a gas distribution network under the <i>Gas Act 1997</i> |
| emergency credit | means that credit that is available to a customer when their prepayment meter system account balance is exhausted |
| energy | means either or both of gas or electricity |
| explicit informed consent | means the consent provided by a customer under clause 2.4 of this industry code |
| friendly credit | is credit that is automatically used when a customer's emergency credit is exhausted during the protected period |
| industry code | includes any industry code made by the Commission under section 28 of the ESC Act 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 customer | means a customer who is a registered user of a life support system with the retailer or a residential customer who resides at the supply address with a person who is a registered user of a life support system |

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| life support system | <p>means:</p> <ul style="list-style-type: none"> (a) an oxygen concentrator, or (b) an intermittent peritoneal dialysis machine, or (c) a chronic positive airways pressure respirator, or (d) medically required heating or cooling (a customer must be eligible for the medical heating and cooling concession to be a life support customer under this definition), or (e) a nebuliser, or (f) a kidney dialysis machine, or (g) a ventilator for life support, or <p>other equipment as advised by the Commission from time to time.</p> |
| medical practitioner | means a person currently registered under the Health Practitioner Regulation National Law to practise in the medical profession (other than as a student) |
| payment splitting arrangement | means an arrangement where a residential customer who owes an emergency credit debt and/or friendly credit debt to the retailer agrees to allow a proportion of each top-up amount to be used to pay down that debt |
| prepayment meter system | means a device, componentry, software or other mechanism associated with a metering system at a 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 customer under which the customer agrees to purchase prepayment meter standard terms and conditions energy by means of a prepayment meter system |
| protected period | means that period where a customer cannot experience self-disconnection in accordance with clause 2.19 of this industry code |
| residential customer | means a customer who acquires electricity or gas, as the case may be, for domestic use |
| retailer | means a person licensed under the <i>Electricity Act 1996</i> to sell electricity or under the <i>Gas Act 1997</i> to sell and supply gas, as the case may be, as amended from time to time |
| self-disconnection | 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 |

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| standard meter | is a meter that operates as a post-payment meter |
| standard terms and conditions | means conditions for the sale or supply of energy under the <i>Electricity Act 1996</i> or the <i>Gas Act 1997</i> as the case may be. |

1.6 Other Acts, industry codes and guidelines

- 1.6.1 Not all aspects of a **retailer's** obligations in respect of **prepayment meter standard terms and conditions** are regulated by this **industry code**.
- 1.6.2 A **retailer's** obligations and some aspects of the relationship between a **customer** and a **retailer** are also affected by (without limitation):
- (a) Acts of Parliament and regulations made under those Acts of Parliament, including the *Electricity Act 1996* and the *Gas Act 1997*
 - (b) the retail licence held by the **retailer**
 - (c) other **industry codes** made by the **Commission**, or other regulatory body that apply to the **retailer** from time to time
 - (d) the terms of an agreement in place between a **retailer** and a **distributor**, and
 - (e) the obligations owed to **customers** under contracts (provided that these contractual obligations are not inconsistent with the other obligations outlined in this clause 1.6.2).

2 Prepayment meter system obligations

2.1 Customer consultation

- 2.1.1 A **retailer** which offers to sell **energy** to **customers** using **prepayment meter standard terms and conditions** must, if required in writing by the **Commission**, establish, or belong to, a Prepayment Meter Customer Consultation Group with membership drawn from South Australian consumers with its **prepayment meter systems** and South Australian consumer groups, within a timeframe as required by the **Commission**.
- 2.1.2 Information about the meetings and activities of a **retailer's** Prepayment Meter Customer Consultation Group must be detailed in a prominent place on the **retailer's** website.
- 2.1.3 The **retailer** must maintain its membership of the Prepayment Meter Customer Consultation Group until either it ceases operating a **prepayment metering system**, or the **Commission** by writing revokes the requirement to maintain this membership.

2.2 Customer enquiries and complaints

- 2.2.1 A **retailer** must, prior to commencing to sell electricity or gas to **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**.

2.3 Prepayment meter standard terms and conditions

- 2.3.1 A **retailer** must only sell **energy** to a **customer** using a **prepayment meter system** under **prepayment meter standard terms and conditions**.
- 2.3.2 A **customer** who is a party to **prepayment meter standard terms and conditions** is only liable for fees and charges relating to the sale and supply of **energy** at the **customer's supply address** specified and identified in the **prepayment meter standard terms and conditions**.
- 2.3.3 A **retailer** must ensure that the terms and conditions of each **prepayment meter standard terms and conditions** it enters into with a **customer** are not inconsistent with the requirements specified in this Prepayment Meter System Code (as amended from time to time).

2.4 Consent

- 2.4.1 A **retailer** must obtain the **explicit informed consent** of a **customer** to enter into **prepayment meter standard terms and conditions**.
- 2.4.2 The **explicit informed consent** of a **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 **customer**.
- 2.4.3 A **retailer** must not use undue harassment or coercion in connection with the sale or possible sale of **energy** to a **customer** under **prepayment meter standard terms and conditions**.
- 2.4.4 For the purposes of this clause 2.4, **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, and
 - (c) all disclosures referred to in clause (b) are truthful and have been provided in plain language appropriate to that **customer**.
- 2.4.5 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**.
- 2.4.6 To obtain the **explicit informed consent** of a **customer** a **retailer** must confirm with the **customer**:
- (a) the date on which the **explicit informed consent** is obtained
 - (b) the **customer's** name and contact details
 - (c) the **customer's** supply address
 - (d) that the **customer** is the account holder at the **supply address** or an authorised representative able to act on the behalf of the account holder
 - (e) that the **customer** has received a copy of the written disclosure statement, and the **customer** is aware of all relevant fees and charges and **customer** obligations
 - (f) that the **customer** has received a copy of the **prepayment meter standard terms and conditions**
 - (g) that maintaining an **energy** supply to the **supply address** requires the **customer** to maintain a positive **prepayment meter system** account balance, and
 - (h) that they are aware that the use of a **prepayment meter system** is associated with an increased risk that the **supply address** will not maintain a continuous **energy** supply, due to **self-disconnection**, than the use of a post-payment arrangement.

- 2.4.7 A **retailer** must retain records of any **explicit informed consent** obtained under this clause 2.4 for at least two years.
- 2.4.8 Records retained under clause 2.4 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.

2.5 Written Disclosure Statement

- 2.5.1 A written disclosure statement must be provided to a **customer** at the time the **explicit informed consent** is obtained, 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 current 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 **customer** associated with entering into the **prepayment meter standard terms and conditions** including fees, charges and tariffs
 - (d) the method by which the **customer** will receive any State Government **energy** concession to which they are entitled
 - (e) the methods by which the **customer** can make payments to the **prepayment meter system** account and the locations of payment centres or recharge facilities
 - (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 **customers**
 - (j) details of any right conferred on the **customer** to rescind the **prepayment meter standard terms and conditions**, and
 - (k) contact details for the **retailer's customer** enquiry, complaints and emergency service.
- 2.5.2 A **retailer** must use its **best endeavours** to provide the written disclosure statement in a language other than English if requested by a **customer** and in a reasonable format as required by a **customer** living with a disability (for example, in an appropriate font and format or using read aloud technology for vision impaired **customers**).

2.6 Provision of operating instructions and consumption information

- 2.6.1 A **retailer** must send within five **business days**, at no charge, the following information on the use of the **prepayment meter system** to a **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.
- 2.6.2 If requested by the **customer**, the **retailer** must use its **best endeavours** to provide the operating instructions in a language other than English as requested by the **customer** and in a reasonable format as required by a **customer** living with a disability (for example, in an appropriate font and format for vision impaired **customers**).
- 2.6.3 On request, a **retailer** must, at no charge and within a reasonable time period, give a **customer** the following information relating to the **customer's supply address**:
- (a) total **energy** consumption
 - (b) average daily consumption, and
 - (c) average daily cost of consumption
- 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.

2.7 System requirements

- 2.7.1 The **prepayment meter system** must display:
- (a) the financial balance of the **prepayment meter system**, accurate as to within \$1.00 of the actual balance
 - (b) whether the **prepayment meter system** is operating in normal credit or **emergency credit** mode, and
 - (c) recent consumption information (for example, previous day, week and month) in both kW or MJ and dollars.

2.8 Emergency credit

- 2.8.1 The **prepayment meter system** must provide an amount of **emergency credit** not less than:
- (a) for electricity - \$10 (or such other amount as is approved by the **Commission** from time to time), or
 - (b) for gas - \$5 (or such other amount as is approved by the **Commission** from time to time).

2.9 System Testing

- 2.9.1 Where a **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 of the meter installation at the **customer's connection point**.
- 2.9.2 The **customer** must pay the **retailer** in advance the **retailer's** (and, where appropriate, the **customer's distributor's** or metering provider's) reasonable charge (whichever is applicable) for any checks or tests undertaken in accordance with clause 2.9.1.
- 2.9.3 If a **prepayment meter system** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with clause 2.9.1, a **retailer** must:
- (a) correct any overcharging or undercharging in accordance with clauses 2.11 and 2.10
 - (b) refund any fee paid in advance under clause 2.9.2
 - (c) make immediate arrangements to replace or repair the **prepayment meter system**, and
 - (d) advise the **customer** of the existence of its dispute resolution processes available to the **customer**.

2.10 Undercharging

- 2.10.1 Where a **retailer** has undercharged a **customer** as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **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 **customer** the amount undercharged.
- 2.10.2 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 nine months prior to informing the **customer** of the undercharging
 - (b) provide details and explanation of the amount to be recovered

- (c) not charge the **customer** any interest or any other fees or charges on the amount, and
- (d) offer the **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 **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.

2.11 Overcharging

- 2.11.1 Where a **customer** has been overcharged as a result of an act or omission of the **retailer** or **distributor**, the **retailer** must inform the **customer** of that overcharging within 10 **business days** of the **retailer** becoming aware of that overcharging and:
- (a) ask the **customer** for instructions as to whether the amount should be either:
 - (i) repaid to the **customer**, or
 - (ii) added to the balance of the **prepayment meter system** account
 - (b) where the **retailer** asks for instructions from a **customer** under (a) and no instructions are provided by the **customer** within 20 **business days**, the **retailer** must add to the balance of the **prepayment meter system** account the amount overcharged to the **customer**.

2.12 Variation of charges

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

2.13 Payment towards prepayment meter system account

- 2.13.1 A **retailer** which has entered into **prepayment meter standard terms and conditions** with a **customer** must ensure that it has in place facilities for the **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 **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))
 - (b) by a 24-hour, seven 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 **customer**
 - (c) by a 24-hour, seven days a week electronic or other payment method which is acceptable to the **retailer** and agreed to by the **customer**.

2.14 Minimum Payment

- 2.14.1 A **retailer** must ensure the minimum amount that the **customer** can pay in relation to the **prepayment meter system** account is \$10.00 or less.

2.15 Payment difficulties

- 2.15.1 Where a **residential customer** informs the **retailer** in writing or by telephone that the **residential customer** is experiencing payment difficulties, or the **retailer's prepayment meter system** management system identifies to the **retailer** in accordance with clause 2.19.2 that a **residential 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 **residential customer** as soon as is reasonably practicable to:
- (a) make reasonable enquiries to identify the reason(s) for the **self-disconnections**
 - (b) offer to make immediate arrangements for 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 **residential customer**.
 - (c) provide information about, and a general description of, the **standard terms and conditions** options available to the **residential customer**,
 - (d) provide current information about and referral to State Government assistance programmes
 - (e) provide current information on independent financial and other relevant counselling services, and
 - (f) provide general **energy** efficiency advice and/or referral to an **energy** efficiency advice service.

2.16 Record keeping

- 2.16.1 The **retailer** must maintain verifiable records of customer contacts under clause 2.15 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.

2.17 Limitation on the recovery of debt

- 2.17.1 Where a **residential customer** owes a **friendly credit** debt and/or **emergency credit** debt to the **retailer**, the **retailer** and the **residential customer**, or a third party acting on behalf of the **residential customer**, may enter into a **payment splitting arrangement** that adjusts the charges in the **prepayment meter system** to allow the **retailer** to recover the amount of the debt.
- 2.17.2 In making a **payment splitting arrangement** under clause 2.17.1, no more than 30 percent of the **residential customer's** top-up amounts may be used to pay down a **friendly credit** debt and/or **emergency credit** debt, and the **retailer** must take into consideration the **residential customer's** historical **energy** usage and the **residential customer's** ability to pay and maintain **energy** supply in determining the specific amount that is paid down by each individual **residential customer**.

- 2.17.3 The **retailer** must maintain verifiable records of **payment splitting arrangements** made under clause 2.17.1 in a format which permits the **retailer** to answer any enquiries by the **residential customer**, the **Commission**, the **Industry Ombudsman** or any other entity permitted by an **applicable regulatory instrument** to access that information.
- 2.17.4 Where a **residential customer** owes a debt to a **retailer**, other than of a kind referred to in clauses, 2.17.1, 2.100 or clause 2.23, 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.

2.18 Credit Retrieval

- 2.18.1 **Prepayment meter standard terms and conditions** must explain how a **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.

2.19 Disconnection

- 2.19.1 The **prepayment meter system** must not disconnect supply to a **customer**:
- (a) before 8.00am or after 3pm on a **business day**; or
 - (b) on a Friday, or the day before a public holiday, or
 - (c) on a weekend, or a public holiday, or
 - (d) on any of the days between 20 December and 31 December (both inclusive)
- except in the case of a planned interruption.
- 2.19.2 A **retailer's prepayment meter system** must be capable of identifying to the **retailer** every instance on which a **customer** has **self-disconnected** and the duration of that disconnection.

2.20 Recommencement of supply

- 2.20.1 Where supply has been disconnected through the means of the **prepayment meter system**, the **prepayment meter system** must be 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 brings the **customer's** balance into credit.

2.21 Customer termination or request for reversion

- 2.21.1 If a **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**, 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 **customer**.

2.22 Life Support Equipment

- 2.22.1 A **retailer** must not enter into **prepayment meter standard terms and conditions** with a **residential customer** who requires a **life support system** or a **residential customer** who resides at the **supply address** with a person who is a registered user of a **life support system**.
- 2.22.2 If a **residential customer**, a **medical practitioner**, a close relative or carer of a **residential customer**, a person who has a power of attorney or legal guardianship over the **residential customer**, or an authorised party acting on behalf of the **residential customer** notifies the **retailer** that a person residing at the **supply address** requires a **life support system**, then the **retailer** must make immediate arrangements to:
 - (a) revert the **prepayment meter system** to a **standard meter** at no cost to the **residential customer**
 - (b) register the **supply address** as a **life support system** address and the date from which a **life support system** is required on a life support register developed and maintained by the **retailer**
 - (c) give the **residential customer** a faults and emergencies telephone contact number, and
 - (d) provide information about, and a general description of, the **standard terms and conditions** options available to the **residential customer**, and not arrange for the disconnection of that **supply address** while a person continues to reside at that address and requires the use of a **life support system**.

2.23 Illegal Energy Use

- 2.23.1 Despite clause 2.10, if a **retailer** has undercharged or not charged a **customer** as a result of the **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 **customer** has not paid and either:
 - (a) bill the **customer** for all of the unpaid amount, or
 - (b) make a reasonable agreement with the **customer** to adjust the charges in the **prepayment meter system** to recover the unpaid amount.

This **Industry code** was made by the **Commission** pursuant to Part 4 of the *Essential Services Commission Act 2002*, to take effect on and from the date notified in the Gazette.

Adam Wilson

Chief Executive Officer and Commission authorised signatory



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Date

21 June 2023

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