

20 December 2004

Chairperson
Essential Services Commission of South Australia
MAC Building
Level 8, 50 Pirie Street
ADELAIDE SA 5000

Dear Lew,

Subject: Pre-Payment Metering Code – Consultation Draft

I refer to your request for comments on the consultation draft of the Pre-payment Metering Code.

The Commission requested comments in particular on the following issues:

- the information to be provided to the customer (the written disclosure statement: clause 2.3 and operation information: clause 2.4),

Retailers should also be required to provide customers with the expected charges for use of electricity based on the current profile used for that customer and their annual consumption.

- the proposal for a mandatory trial period (clause 2.5.1(a)),

No comment. The trial period seems excessive as the opting for a pre-payment meter is voluntary and with the required disclosure requirements.

- the proposal for limitations on the recovery of debt and charging for other goods and services (clause 2.5.1 (d)&(e)),

The contract with the customer needs to clearly detail that the 12 month time limit does not apply to recovery of debit where it is determined that the meter has been under recovering ie reading low or it is not as result of a Retailers or Distributors error.

- the level of emergency credit (clause 2.7.1(f)), and

No comment.

- the proposed provisions dealing with payment difficulties and hardship (clause 2.8).

No comment.

If a pre-payment meter is classified as a interval meter (ie type 5) then the Electricity Metering does not allow the metering installation to revert to a Type 6. We consider that it is

appropriate to allow reversion if pre-payment meters are considered to be Type 5 with the cost of reversion being charged to the Retailer.

The Pre-payment metering Code does not address how are actual metering readings are obtained for pre-payment meters to enable settlement, charging of DUoS etc.

We have attached detailed comments in Appendix 1 on the content of the Pre-payment Metering Code.

If you wish to discuss our comments or any other issues please contact Mr Grant Cox on 08 8404 5012.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Eric Lindner', with a long horizontal flourish extending to the right.

Eric Lindner
General Manager Corporate Affairs
ETSA Utilities

GTC/no ESCoSA186-Pre-payment_Metering_Code_Dec2004

Appendix 1 –Detailed comments on Pre-Payment Metering Code – Consultation Draft

Section / Clause	Comment
General	<p>This document appears to have been written with the relationship between the Retailer and Customer only in mind and therefore it leaves open considerable unanswered questions surrounding the Distributor and Retailer relationship/obligations.</p> <p>The following areas are where we feel that direction needs to be provided to ensure disputes are kept to a minimum –</p> <ul style="list-style-type: none"> ▪ The methods of how the MDP (meter data provider) obtains meter readings; ▪ How are actual meter readings obtained to fulfil the obligations associated with the Electricity Metering Code, NEC, MSTATS, Meter Provider, Meter Data Agent, accreditation; ▪ The obligation and cost recovery mechanisms ETSA Utilities will have for the installation, removal and testing of the prepayment meters where it undertakes the work; ▪ Process to enable Customers to Transfer Retailers – particularly around the area of transfers only happening on actual reads; ▪ The method that will be used between the Distributor and Retailer with regards to Network Billing; ▪ The methods that Retailers are able to use with regards to reconciling and ultimately disputing the Network Bill that they receive – Retailers should only be able to validate consumption and charges based on the data provided by the MDP and not other data provided via the prepayment management system.
1.4	<p>Not all the Regulatory Codes have been listed in this section eg. SA Electricity Metering Code and NEC</p> <p>The existing SA Metering Code is not included in the list of industry codes which then may cause confusion when reading 1.4.3 which states that this new code prevails over the other codes listed where inconsistencies arise. There are a number of conditions where our current obligations under the current Metering Code are not included in this new document.</p>
2.3.2	<p>The Retailers contracts should include clauses that re-enforce the obligations that customers have under the standard EU Conditions and Supply Contract so that customer understand that this new metering contract does not alter obligations in this area.</p> <p>Additional, specific mention should be made on the contract to the fact that access will need to be provided to the relevant market participants with responsibilities for the connection point ie. LNSP, RP, MPB, MDP & MPC.</p>
2.42	<p>There needs to be a reference made to the fact that the Retailer is required to store data in their own system once it has been provided by the MDP. This is to avoid Retailers from using the MDP's database as the reference point each time that they receive a customer request.</p>
2.5.1 (a) (ii)	<p>The words “or Distributor/MPB” should be added to this clause to ensure that any cost incurred by ETSA Utilities are recoverable.</p>
2.5.1 (b)	<p>The Distributor/MPB should not be limited to this expiry period for any cost incurred by ETSA Utilities and recoverable as part of the metering installation and removal.</p>

2.5.1(g)	The requirement within the Electricity Distribution Code is that we are required to receive a certificate from a certified medical practitioner before a customers is considered as requiring Life support. This pre-payment metering clause needs to be amended to reflect the same requirement.
2.7.1 (b)	This section mentions disconnection being allowed on Fridays which is disallowed under the Distribution Code Clause 1.9 - may not be applicable in this case as we are not physically doing the disconnection but if we are the Responsible Person for the site etc. There is a direct contradiction between the codes and an area of inconsistency.
2.7.1	An additional clause should be added making mention that the prepayment meter should comply with the relevant Australian Standard to ensure that the integrity of the data that will be used by the industry for Market Settlements and Network Billing purpose is reliable.
2.11(b)	Clause needs to read: request the <i>small customer's distributor</i> or metering service provider to test the <i>prepayment meter</i> as appropriate.
2.12.1 (b)	The clause referenced within this section should be "2.12.1 (a)" not "2.10.1 (a).
2.14	Further explanation is required with regards to this clause and the complexity with regards to the Retailer to Customer consumption periods that need to be adjusted and recovered compared to what might be occurring between the Distributor and Retailer. Additionally, this clause allows for the retailer to estimate the illegal consumption - currently this role sits with ETSA Utilities for all existing metering types under our Revenue Protection Group. This role should remain with ETSA Utilities particularly for any Network Billing adjustments as we are the MDP for SA, we have accredited systems to estimate, substitute and forward the data to participants.