

Comments on Payment Difficulties Framework, and Amended ERC 12

General Comments	General Comments
<p>Payment Proposal vs Payment Plan</p>	<p>M2 Energy (M2) is concerned about the use of the term Payment Proposal throughout the Proposed ERC and Payment Difficulty Discussion documentation.</p> <p>M2 understands that use of the term “payment proposal” is perhaps a more empowering term, but it is only accurate and useful in the context of the offer being made. Once a customer has accepted a proposal and it is “on foot” then they are on a “payment plan”.</p> <p>M2 is the opinion that deviation from the accepted use by industry and customer, of the term “Payment Plan” is unnecessary and confusing. Payment Plan is a term that has been in use for many decades across the energy sector, and in the community, generally.</p> <p>In addition, M2 considers that adoption of such new terminology will complicate implementation of a framework that is meant to be easily understood by customers and efficiently implemented by retailers.</p>
<p>Use of Business Days</p>	<p>M2 Energy considers that all measurements of elapsed time for retailer and customer activity need to be expressed using business days. Retailer systems can easily recognise business days.</p> <p>Use of elapsed time using terms like “1 month” is problematic, as a month can be 30, 31, 28 or 29 days, and a number of working days in a month can vary depending on public holidays.</p> <p>Use of such term makes systems design much more complicated and costly and provides customers with varying “working day” timeframes in which to then act.</p>
<p>Clarification that actions under this code apply to a customers single account.</p>	<p>M2 considers that the Commission must make it clear in the revised code, or in its guidance notes that the requirements of the ERC apply to a customer's</p>

	account, on an account by account basis.
ERC 12 Proposed Change	M2 Energy Response
<p>arrears, in relation to a <i>residential customer</i> facing payment difficulties who is receiving assistance under Part 3, means the sum of any amounts payable by the <i>customer</i> under one or more bills that are unpaid as at the <i>bill issue date</i> for a subsequent bill;</p>	<p>M2 Energy (M2) considers that act of defining “arrears” in the manner that has been proposed in the draft framework introduces many complications and potential unintended consequences, for example:</p> <ul style="list-style-type: none"> • significant amounts will accrue before being acted on; • quarterly billed customers will accrue up to 180 days of usage before action; • potentially restricts the provision of Tailored Assistance; and • disconnection can occur on unpaid usage, without assistance <p>M2 considers the proposal to set a “trigger amount” for Tailored and Default Assistance, as discussed in multiple stakeholder workshops 2017 is more effective and easier to implement.</p> <p>M2 supports the use of a defined dollar value trigger applied on any bill, as it would:</p> <ul style="list-style-type: none"> • target only customers who are likely to be disconnected for non-payment; • avoids capture of customers who would not be disconnected; • is simply explained to customers; • is independent of both invoice frequency and number; • reduces process complexity; and • reduces implementation costs. <p>M2 considers the current AER minimum disconnection amounts (\$300 inc GST) is an appropriate trigger amount for both Tailored Assistance and Default assistance.</p> <p>M2 recommends the Commission consider amending the Victorian Disconnection minimum to match the AER minimum disconnection amount.</p>
<p>hardship customer means a <i>residential customer</i> of a <i>retailer</i> who is identified as a <i>customer</i> experiencing financial payment difficulties due to hardship in</p>	<p>While M2 considers that removal of this definition from the ERC is appropriate in this draft of the Framework, M2 believes that the Commission</p>

<p>accordance with the <i>retailer's customer hardship policy</i>;</p>	<p>needs to be clear about the role the Hardship Policy will play with regards to the Framework and the retailers larger operational processes.</p> <p>Please refer M2's comments on Division 5, sections 86 and 87 of the revised ERC.</p>
<p>in relation to a particular <i>customer</i>—any other equipment (whether fueled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the <i>customer's</i> premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of electricity or gas-gas</p>	<p>NO COMMENT</p>
<p>payment plan, in relation to a <i>small customer</i> (other than a <i>residential customer</i> anticipating or facing payment difficulties who is receiving assistance under Part 3), means a plan for the <i>customer</i> to pay a <i>retailer</i>, by periodic instalments in accordance with this Code, any amounts payable by the <i>Customer</i> for the sale and supply of <i>energy</i>;</p> <p>payment plan means a plan for:</p> <p>— (a) a <i>hardship customer</i>; or</p> <p>— (b) a <i>residential customer</i> who is not a <i>hardship customer</i> but who is experiencing payment difficulties,</p> <p>to pay a <i>retailer</i>, by periodic instalments in accordance with this Code, any amounts payable by the <i>Customer</i> for the sale and supply of <i>energy</i>;</p>	<p>M2 does not agree with the removal of residential customers from the definition of payment plan (see our general comments).</p> <p>M2 suggests that this definition is modified to:</p> <ul style="list-style-type: none"> • include all customers subject to the ERC; • is subject to customers paying off accrued or anticipated debt; • to make it clear that these are plans apply after a Payment Proposal is made by either party; • may be entered by agreement with the retailer; • or by commencing payment as required under a payment proposal; and • be either periodic or irregular in nature. <p>M2 considers this approach will</p> <ul style="list-style-type: none"> • exclude payment agreements that are not debt related or are part of market offers; • make a clear set of standards required when making and agreeing to payment plans • utilises commonly understood used terms; and • reduces implementation costs and time (“payment plan” is endemic to retailer systems, processes, documentation and training).
<p>18 Pre-contractual request to designated retailer for sale of energy (SRC) (7) Where:</p>	<p>NO COMMENT</p>

<p>(a) a retailer has arranged for the de-energisation of a small customer’s premises (other than where the retailer has arranged for de-energisation due to failure to pay a bill under clause 111 or 111A); and</p>	
<p>33 [Not used] Payment difficulties (SRC and MRC)</p>	<p>NO COMMENT</p>
<p>34 Shortened collection cycles (SRC and MRC) (1A) A retailer may place a <i>residential customer</i> facing payment difficulties on a shortened collection cycle in accordance with Part 3 (2) Otherwise, a retailer may place a small customer on a shortened collection cycle only if:</p> <p>(a) in the case of a residential customer—the customer is not facing experiencing payment difficulties; and</p> <p>(3) The retailer must, within 10 business days of placing the small customer on a shortened collection cycle, give the customer notice that:</p> <p>(a) the customer has been placed on a shortened collection cycle; and (b) the customer must pay 3 consecutive bills in the customer’s billing cycle by the pay-by date in order to be removed from the shortened collection cycle; and (c) failure to make a payment may result in arrangements being made for disconnection of the supply of energy without a further reminder notice.</p> <p>(4) The retailer must remove the small customer from the shortened collection cycle as soon as practicable after the customer pays 3 consecutive bills in the customer’s billing cycle by the pay-by date unless the customer requests that this not be done.</p> <p>(1A) Subclauses (3) and (4) do not apply to a <i>residential customer</i> facing payment difficulties placed on a shortened collection cycle in accordance with Part 3.</p>	<p>NO COMMENT</p>
<p>40 Requirement for security deposit (SRC and MRC) (3) A retailer cannot require a residential customer to provide a security deposit if the</p>	<p>NO COMMENT</p>

<p>customer:</p> <p>(a) is a residential customer receiving assistance under Division 3 or 4 of Part 3; or</p> <p>(a) is identified as a hardship customer by the retailer in relation to any premises; or</p> <p>(b) advises the retailer that the customer was identified as a hardship customer by another retailer in relation to any premises; or</p> <p>(c) [Not Used].</p> <p>(d) if the residential customer has formally applied for a Utility Relief Grant and a decision on the application has not been made.</p>	
<p>56 Provision of information to customers</p> <p>(1) A retailer must publish on its website a summary of the rights, entitlements and obligations of small customers, including:</p> <p>(aa) the entitlements of customers anticipating or facing payment difficulties to assistance from the retailer; and</p> <p>(a) the retailer's standard complaints and dispute resolution procedure; and</p> <p>(b) the contact details for the relevant energy ombudsman.</p>	<p>Please refer M2's comments on Division 5, sections 86 and 87 of the revised ERC.</p> <p>M2 considers that the Commission should consider if the Hardship Policy should be utilised, to effect section 56-(aa)</p>
<p>Part 3 Assistance for residential customers anticipating or facing payment difficulties</p> <p>Division 1 Operation of this Part</p> <p>71 Purpose</p> <p>The purpose of this Part is to set out the minimum standards of assistance to which <i>residential customers</i> anticipating or facing payment difficulties are entitled, so that disconnection of a <i>residential customer</i> is a measure of last resort.</p> <p>72 Application of this Part</p> <p>This Part applies to <i>customers</i> who are <i>residential customers</i>.</p>	<p>NO COMMENT</p>
<p>73 Interpretation of this Part</p> <p>The approach that the <i>Commission</i> will take to the interpretation of this Part is as follows.</p>	<p>NO COMMENT</p>

<p>a. clear words will be given their natural and ordinary meaning; and</p> <p>b. if words appear to be capable of having more than one meaning, the <i>Commission</i> will have regard to the following, in the following order, in seeking to discover the intended meaning of those words:</p> <ul style="list-style-type: none"> i. firstly (for Divisions 2 to 4), the objective of the Division; and ii. secondly, the purpose of this Part; and iii. thirdly, any guidelines published by the <i>Commission</i> under section 13 of the <i>Essential Services Commission Act 2001</i> (Vic); and iv. fourthly, any relevant guidance notes published by the <i>Commission</i> under its Energy Compliance and Enforcement Policy; and v. fifthly, any written information issued by the <i>Commission</i> regarding the assistance that <i>residential customers</i> anticipating or facing payment difficulties might reasonably expect to be offered by their <i>retailer</i> under this Part. 	
<p>Division 2 Standard assistance</p> <p>74 Objective</p> <p>The objective of this Division is to give <i>residential customers</i> an entitlement to minimum standard forms of assistance, to help them avoid getting into <i>arrears</i> with their <i>retailer</i>.</p> <p>75 Application of this Division</p> <p>This Division applies to all <i>residential customers</i>.</p>	<p>NO COMMENT</p>
<p>76 Standard assistance</p> <ul style="list-style-type: none"> 1. A <i>retailer</i> must take steps to offer its <i>residential customers</i> the forms of standard assistance, from those listed in subclause (2), it elects to make available to help them avoid getting into <i>arrears</i>. 2. Standard assistance made available must include at least 3 of the following: <ul style="list-style-type: none"> a. making payments of an equal amount over a specified period; b. options for making payments at different intervals; c. extending by a specified period the <i>pay-by date</i> for a bill for at least one billing cycle in any 12 month period; d. paying for <i>energy</i> use in advance; e. paying any anticipated <i>arrears</i> over a period that is 3 times the 	<p>M2 suggests that this section is amended to make it clear how a retailer identifies which options it is making available under standard assistance.</p> <p>M2 considers 76-2(c) to be ineffective as:</p> <ul style="list-style-type: none"> • “Billing cycle” in not well defined. • It is not standard for all customers; • Customer on different billing periods with the same company (electricity and gas) will get different “standard options” • It not proportional for all customers; • Potentially increases debt accumulation; • Is complex to implement; and • Does not allow for non-standard bills.

<p>length of the <i>customer's</i> billing period.</p>	<p>M2 recommends that 76-2(c) be amended to a standard 20 business day extension of payment, regardless of their billing cycle, up to 3 times per annum. This would be:</p> <ul style="list-style-type: none"> • Standard for all customers • Easier to implement; • Reduce debt accumulation, by not overextending payment of larger quarterly bills • Provide more extensions for 30 and 60-day customers. <p>M2 recommends that section 76-2(d) should be amended to “paying for anticipated energy costs in advance”</p> <p>M2 considers section 76-2(e) to problematic; as:</p> <ul style="list-style-type: none"> • It only differs from 2(d) in that there is a defined period of assistance; • Customers on different billing periods with the same company (electricity and gas) will get different “standard options” • It is unclear how anticipated arrears is to be assessed; and • It would be costly to implement. <p>M2 suggests that 76-2(e) be removed, as such a complex payment arrangement is effectively Tailored Assistance.</p>
<p>Division 3 Tailored assistance 77 Objective The objective of this Division is to give <i>residential customers</i> an entitlement to minimum standards of flexible and practicable assistance that makes it easier for them to repay their <i>arrears</i> and lower their <i>energy costs</i>.</p> <p>78 Application of this Division</p> <ol style="list-style-type: none"> 1. This Division applies to all <i>residential customers</i> who are in <i>arrears</i>. 2. It also applies to any <i>residential customer</i> whose circumstances the <i>retailer</i> knows, or should reasonably have known, would be likely to lead to the <i>customer</i> being in <i>arrears</i>. 	<p>M2 considers that the term “that makes easier for them to repay” should be amended to “to enable to repay” as the term “easier” is very subjective, and undermines the Tailored Assistance objective.</p> <p>M2 considers the Application of this Division should be redefined to apply to all residential customers who have overdue balances, and/or where Standard Assistance is not suitable, or the customer requests Tailored Assistance.</p> <p>M2 considers that this will:</p> <ul style="list-style-type: none"> • Clarify Tailored Assistance can be applied at any time • Not “rule out” Standard Assistance if the customer is contacted after the pay-by date

	<p>M2 is also concerned that the requirement for mutual responsibility seems to have been lost from Tailored Assistance, and should include the objective of this division.</p>
<p>79 Minimum assistance</p> <ol style="list-style-type: none"> 1. Tailored assistance consists of the following measures: <ol style="list-style-type: none"> a. repayment of <i>arrears</i> over a period of up to 2 years by payments at regular intervals of up to one month; b. advice from the <i>retailer</i> about payment options that would enable a <i>customer</i> to repay their <i>arrears</i> within 2 years; c. specific advice about the likely cost of a <i>customer's</i> future <i>energy</i> use and how this cost may be lowered; d. specific and timely advice about any government and non-government assistance (including a Utility Relief Grant) available to help a <i>customer</i> meet their <i>energy</i> costs; e. practical assistance to help a <i>customer</i> lower their <i>energy</i> costs including, but not limited to: <ol style="list-style-type: none"> i. the tariff that is most likely to minimise the <i>customer's</i> <i>energy</i> costs, based on the <i>retailer's</i> knowledge of their pattern of <i>energy</i> use and payment history; ii. practical assistance to help the <i>customer</i> reduce their use of <i>energy</i>, based on the <i>retailer's</i> knowledge of their pattern of use and of the circumstances of where they live, unless the <i>retailer</i> knows, or reasonably believes, that there is no scope for action to be taken for that purpose; iii. information about how the <i>customer</i> is progressing towards lowering their <i>energy</i> costs given at sufficient intervals for the <i>customer</i> to be able adequately to assess that progress; f. an initial period of at least 6 months during which: <ol style="list-style-type: none"> i. repayment of the <i>customer's</i> <i>arrears</i> is put on hold; and ii. the <i>customer</i> pays less than the full cost of their on-going <i>energy</i> use while working to lower that cost; g. any other assistance consistent with the objective of this Division. 2. A <i>customer</i> is entitled, at the very least, to the assistance mentioned in 	<p>M2 believes the inclusion of “and how this cost may be lower” in section 79-1c is redundant given the requirements of section 79 1e.</p> <p>M2 considers that 79-1f should be modified to:</p> <ul style="list-style-type: none"> • allow a retailer to offer a customer of a period of “arrears hold” for up to 6 months if that is suitable to the customer; • arrange a period of up to 6 months of paying less than their ongoing use, while they demonstrate that they are working on reducing their ongoing costs. <p>M2 believes that 79-1f, as it currently stands, allows:</p> <ul style="list-style-type: none"> • a customer to not pay arrears, and to not even pay enough to cover ongoing use, while increasing their arrears; and • customers to be “engaged” while not acting to reducing their energy use. <p>The changes M2 is suggesting would:</p> <ul style="list-style-type: none"> • makes the “arrears freeze” an option to be offered, and accepted if required by the customer. • allow the retailer to recommence collection action if a customer does not engage with the retailer to reduce their use, while the Retailer is fulfilling their requirements under 79-1e. <p>M2 considers that 79-1g is not consistent with a “minimum” standard.</p> <p>M2 considers that “at the very least” be removed from section 79-3, as the inclusion of that phrase is not consistent with a “minimum” standard.</p> <p>M2 considers section 79-3a must be amended (to avoid conflict with privacy statutes) to allow for advice from “persons who are authorised to act on behalf of a customer”.</p>

<p>subclause (1)(a) to (d), while continuing to pay the full cost of their on-going <i>energy</i> use.</p> <ol style="list-style-type: none"> 3. A <i>customer</i> is entitled, at the very least, to the assistance mentioned in subclause (1)(c) to (f) if: <ol style="list-style-type: none"> a. they inform their <i>retailer</i>, or their <i>retailer</i> is informed by another person on their behalf, that they cannot pay the full cost of their on-going <i>energy</i> use; or b. their <i>retailer</i> knows, or reasonably believes, that they cannot pay that full cost. 4. The assistance mentioned in subclause (1)(f) is extendable for a further period or periods if the <i>retailer</i> has reason to believe that the extension would assist the <i>customer</i> to continue to lower the cost of their <i>energy</i> use. 5. A <i>customer</i> who has exercised an entitlement to the assistance mentioned in subclause (1)(f) may, at the end of the period during which that assistance is provided (including that period as extended under subclause (4)), exercise an entitlement mentioned in subclause (2) 	<p>M2 also considers that section 79-3b requires guidance from the Commission about how a retailer can make such an assessment.</p> <p>Section 79-3b also seems to require a retailer to engage in activities to assess a customer's capacity to pay, which:</p> <ul style="list-style-type: none"> • Is contrary to section 82; • Requires significant training and resources; and • Will be costly to implement and maintain <p>M2 considers that section 81 would be more appropriately placed as additional subsections of section 79.</p>
<p>80 Payment arrangements</p> <ol style="list-style-type: none"> 1. The <i>retailer</i> must accept a payment proposal or revised proposal put forward by a <i>residential customer</i> if it would result in their <i>arrears</i> being fully paid within 2 years after the first payment or any longer period that the <i>retailer</i> should reasonably consider necessary on taking into account the circumstances of the <i>customer</i> as required by clause 82. 2. On accepting a payment proposal or a revised proposal, the <i>retailer</i> must give the <i>customer</i> a written schedule of payments showing the date by which each payment must be made. 3. If a <i>residential customer</i> receiving assistance under this Division fails to make a payment towards their <i>arrears</i> by the date of which it was payable, the <i>retailer</i> must use its best endeavours to contact the <i>customer</i> to discuss their putting forward a revised payment proposal under this clause. 	<p>M2 considers that section 80-1 allows for:</p> <ul style="list-style-type: none"> • a payment arrangement (which must be accepted) that may have minimal (or non-existent) regular payments; • large balloon payment(s), (despite section 82), • no retailer exit following the proposal being accepted; and • customers to continue to propose newly extended balloon payments on an ongoing basis (despite clause 82) <p>M2 suggests that the Commission amend 80-1 to provide for</p> <ul style="list-style-type: none"> • only defer 50% of the overdue amount into the 2 year • payment frequency of no more than quarterly <p>Further M2 recommends that a further section 80-4 be added providing for a customer to have the right vary the agreement twice during the term of the agreement.</p> <p>M2 believes that these proposed amendments to section 80 would:</p> <ul style="list-style-type: none"> • Reduce the potential for large and unpayable balloon amounts; • Provide for customers with seasonal and lumpy cash flow;

	<ul style="list-style-type: none"> • Ensure that repayments are made with reasonable frequency; • Reduce the frequency of variations to a manageable level; and • Reduce the ongoing retailer cost of maintaining and adjusting such agreements.
<p>81 Non-payment of amounts towards on-going energy use</p> <ol style="list-style-type: none"> 1. This clause applies to a <i>residential customer</i> whose repayment of <i>arrears</i> is on hold under clause 79(1)(f)(i). 2. If the <i>residential customer</i> fails to make a payment towards the cost of their on-going <i>energy</i> use by the date on which it was payable, the <i>retailer</i> must use its best endeavours to contact the <i>customer</i> to discuss varying the amount payable, or the frequency of those payments, or both, to give the <i>customer</i> more time to lower their <i>energy</i> costs. 3. If at any time a <i>retailer</i> has reason to believe that a <i>customer</i> is not meeting their responsibility to implement practical assistance referred to in clause 79(1)(e)(ii) provided by the <i>retailer</i>, the <i>retailer</i> must use its best endeavours to contact the <i>customer</i> and work with them to identify an implementation timeframe, consistent with the objective of this Division. 4. The <i>retailer</i> may add any amount unpaid for <i>energy</i> use to the <i>customer's arrears</i>. 	<p>M2 is concerned that the practical application of this clause is that the retailers will be forced to apply 81-4 to all customers, further increasing a customer's debt.</p> <p>M2 suggests Section 81-4 be amended to state "The retailer (at its absolute discretion) may add any unpaid amount for energy use to the customer's arrears and adjust the payment proposal.</p> <p>M2 recommends a new subsection be added to 81, that allows a retailer to end (after using its best endeavours) an agreement where a customer is not working to reduce their energy use; and</p>
<p>82 Customer circumstances</p> <p>In providing assistance to a <i>residential customer</i> in accordance with clause 79, and considering a payment proposal or revised proposal put forward by that <i>customer</i> under clause 80 or 81, a <i>retailer</i> must take into account all of the circumstances of the <i>customer</i> that are known, or should reasonably have been known, by the <i>retailer</i>.</p>	<p>M2 considers clause 82 to be problematic, as it seems to require a retailer to collect and maintain significant amounts of personal information about a customer and their circumstances, which is then further curtailed by section 93 of this code.</p> <p>M2 recommends that this clause is amended to reflect the information that a customer has provided to a retailer about their personal circumstances, and the information the retailer has with regards to the customer's energy usage, and payment history.</p> <p>For example, the following clause would be more effective:</p> <p>In providing assistance to a <i>residential customer</i> in accordance with clause 79, and considering a payment proposal or revised proposal put forward by a <i>customer</i> under clause 80 or 81, a <i>retailer</i> must take into account all of the circumstances disclosed by the customer or</p>

	<p>their authorised advocate, and have regard to the customer’s usage and payment history with that retailer.</p> <p>M2 believes that this section will require guidance from the commission on how a retailer will implement this section effectively.</p>
<p>Division 4 Default assistance</p> <p>83 Objective</p> <p>The objective of this Division is to give <i>residential customers</i> an entitlement to default assistance to repay their <i>arrears</i> over a fixed period.</p> <p>84 Application of this Division</p> <p>This Division applies to <i>residential customers</i> who are in <i>arrears</i> and have not put forward a payment proposal, or a revised proposal under clause 80 or 81 or have ceased to receive assistance under Division 3.</p>	<p>M2 considers that the application of this division (in conjunction with other recommended changes outlined in section 85) would be more effective if it applied to all residential customers prior to disconnection being affected, even if the customer has failed Tailored Assistance.</p>
<p>85 Default assistance</p> <ol style="list-style-type: none"> 1. A <i>retailer</i> must make an offer in writing to a <i>residential customer</i> for payment of their <i>arrears</i> by equal monthly payments over a period that is 3 times the length of their current billing period. <p>Example:</p> <p>The number of monthly payments would be:</p> <ol style="list-style-type: none"> a. 3 if the <i>customer</i> is on monthly billing; or b. 6 if the <i>customer</i> is on bi-monthly billing; or c. 9 if the <i>customer</i> is on quarterly billing. <ol style="list-style-type: none"> 2. On making an offer under subclause (1), the <i>retailer</i> must give the <i>customer</i> a written schedule of monthly payments showing the date by which each payment must be made. 3. The first payment must be made by the date specified in the offer, which must not be earlier than one month after the payment date of the relevant bill, and no earlier than 2 weeks after the offer is made. 4. A customer who makes the first payment as mentioned in subclause (3) is to be taken to have accepted the offer if they have not previously expressly done so. 	<p>M2 considers the Default Assistance payment proposal as defined in section 85 to be:</p> <ul style="list-style-type: none"> • overly complex; • confusing for customers; • costly to implement; and • complex to implement reliably. <p>M2 considers the requirement to apply to arrears only, and not deal with the ongoing usage of the customer is counter to one the main purposes of the Default proposal, to provide all customers access to a plan proposal that, minimises contact with their retailer, while avoiding disconnection.</p> <p>The Default Arrangement as structured will:</p> <ul style="list-style-type: none"> • require the customer to engage with the retailer to deal with their ongoing usage; or • face new disconnection action; and • manage multiple default proposals over time. <p>M2 Energy proposes that the Commission considers that Default Action be structured in the following manner:</p>

	<ul style="list-style-type: none"> • Apply to any amount that can be disconnected; • Is issued (no later than) with the disconnection warning; • Includes both amounts due and ongoing estimated usage; • Applies for a set time period of 12 months; • Is not linked to the due date of any invoice; • Is paid fortnightly; and • The first payment (is no later) than the disconnection warning due date. <p>M2 considers this proposal:</p> <ul style="list-style-type: none"> • is simple to apply (as it is similar to the previous instalment payment plan requirements); • Manages the seasonality of the customers use by being structured over 12 months; • provides the same plan structure to all customers regardless of billing frequency; • Is likely clear the customer debts within a reasonable timeframe; • Will avoid further interaction with the retailer if that is desired by the customer; • Will demonstrate (the customer) that a payment plan can be established with a retailer; and • Will encourage the customer to contact the retailer if they cannot afford that plan
<p>Division 5 Financial Hardship Policies 86 Approval of financial hardship policies A <i>retailer</i> must prepare a financial hardship policy, and submit it to the <i>Commission</i> for approval, as mentioned in section 43(1) of the <i>Electricity Industry Act</i> or section 48G(1) of the <i>Gas Industry Act</i>.</p> <p>87 Content of financial hardship policies A financial hardship policy must include:</p> <ol style="list-style-type: none"> a. the matters set out in section 43C of the <i>Electricity Industry Act</i> or section 48GC of the <i>Gas Industry Act</i>; and b. the entitlements to minimum assistance set out in Division 3, and to 	<p>M2 is concerned that the re-inclusion of the hardship policy requirement into the payment framework has not been done in a manner that integrates it with how the framework is delivered to customers.</p> <p>M2 believes that the Commission should consider clarifying the role/purpose of Hardship Policies in relation to the Payment Difficulties Framework, including clarifying if the policy will:</p> <ul style="list-style-type: none"> • become a document that is used to outline a retailer approach to the framework, • define a retailer's choices for Standards Assistance, and its approach to Tailored and Default assistance;

<p>default, assistance set out in Division 4, of this Part; and</p> <p>c. any matters covered by guidelines or guidance notes published by the Commission in relation to those entitlements.</p>	<ul style="list-style-type: none"> • be the document that conveys the general information requirements of section 88- 1(a and b); and • would be customer facing or and an internal facing document (subject to 88-1).
<p>Division 6 Communications</p> <p>88 Provision of general information to customers</p> <p>1. A <i>retailer</i> must ensure that general information is readily available to <i>residential customers</i> about:</p> <ol style="list-style-type: none"> a. the assistance available under Division 2, 3 or 4 and how to access that assistance; and b. the financial hardship policy of the <i>retailer</i>; and c. approaches to lowering <i>energy</i> costs; and d. government and non-government assistance (including a Utility Relief Grant) that may be available to help with meeting <i>energy</i> costs. <p>2. A <i>retailer</i> must ensure that information under subclause (1) is made available in such a way that a <i>residential customer</i> accessing information relating to the assistance available under a particular Division can readily access information relating to the assistance available:</p> <ol style="list-style-type: none"> a. under each other Division under which assistance is available; and b. under the <i>retailer's</i> financial hardship policy. <p>3. Without limiting the means by which information may be made readily available, information is readily available for the purposes of subclause (1) if:</p> <ol style="list-style-type: none"> a. it is easily accessible on the <i>retailer's</i> website in a readily printable form; or b. it is sent by email or other electronic means to any <i>residential customer</i> who, in the course of telephone contact with the <i>retailer</i> (irrespective of who initiated the contact) requests or consents to receiving information from the <i>retailer</i> electronically. 	<p>M2 recommends that sections 88-1 and 88-2 are reviewed to incorporate decisions made in regards to the purpose of the Hardship Policy in relation its integration with the Payment Difficulties Framework.</p>
<p>89 Written communications</p> <p>1. Any written communication by a <i>retailer</i> to a <i>residential customer</i> under, or in connection with, this Part must be:</p>	<p>M2 considers that 89-4 is un-practicable as:</p> <ul style="list-style-type: none"> • there is no Australia Post service that can guarantee that communications are delivered within 24 hours;

<ol style="list-style-type: none"> a. expressed in plain language; and b. legible; and c. presented clearly and appropriately having regard to its nature. <ol style="list-style-type: none"> 2. Despite clause 3F, a <i>retailer</i> must give or send by post to a <i>residential customer</i> any written communication required or permitted to be given or sent under, or in connection with, this Part unless the <i>customer</i> has given <i>explicit informed consent</i> to receiving it in another way. 3. If delivery in the ordinary course of post would not ensure that the written communication is received in a timely manner having regard to its nature, the <i>retailer</i> must make other appropriate arrangements to ensure its timely delivery. 4. Without limiting subclause (3), if the written communication is a <i>disconnection warning notice</i> or otherwise relates to <i>de-energisation or disconnection</i> of the <i>customer's</i> premises, the <i>retailer</i> must take steps to ensure that the communication is delivered within 24 hours after it is sent. 5. A <i>retailer</i> must not impose a charge on a <i>residential customer</i> for any written communication given or sent to the <i>customer</i> (whether by post or otherwise) under, or in connection with, this Part. 	<ul style="list-style-type: none"> • there are no other regular processes that can guarantee that communications are delivered within 24 hours; • Email notification to meet the requirement is not consistent with the EIC obligation of 89-3; and • is not able to be complied with in a cost-effective manner. <p>M2 recommends that the Commission amends 88-4 to require Retailers utilise Australia Post’s Priority Mail (or equivalent) service to ensure delivery of communications in a timely manner.</p>
<p>90 Effect of this Division Nothing in this Division limits clause 56 or any other provision of this Code about providing information to <i>residential customers</i>.</p>	<p>NO COMMENT</p>
<p>Division 7 Miscellaneous 91 Retailer obligations At all times while a <i>residential customer</i> is receiving assistance under this Part, the retailer:</p> <ol style="list-style-type: none"> 1. must work cooperatively with any government or non-government service, including the Energy and Water Ombudsman (Victoria), that the <i>retailer</i> knows is providing support to the <i>customer</i> to ensure that the assistance being provided by the <i>retailer</i> complements, and is provided in a coordinated way with, that support; and 2. must, in relation to any <i>customer</i>, comply with any guideline published by the <i>Commission</i> relating to <i>customers</i> in particular payment difficulty, including <i>customers</i> who may be subject to family violence, if the <i>retailer</i> 	<p>M2 is concerned that section 91-1 does not consider a retailer's obligations to ensuring a customer’s privacy, and suggests that this section is amended to include, a provision that reflects adherence to the Commonwealth Privacy Act and the National Privacy Principles.</p>

<p>knows or ought reasonably to have known that the guideline was relevant to the <i>customer</i>; and</p> <p>3. is not required to continue to provide assistance under this Part if the <i>retailer</i> becomes aware that the <i>customer</i> is not anticipating or facing payment difficulties.</p>	
<p>92 Assistance beyond the minimum standards Nothing in this Part prevents a <i>retailer</i> from providing to <i>residential customers</i>, who are anticipating or facing payment difficulties, assistance in addition to the minimum standards set out in this Part.</p>	NO COMMENT
<p>93 Restriction on conditions A <i>retailer</i> must not impose any condition on the provision of assistance under this Part (whether in accordance with the minimum standards set out in this Part or in addition to them) that requires the <i>customer</i> to provide personal or financial information or to waive any entitlement under this Part.</p>	M2 is concerned that section 93 is incongruent with the requirements of those sections of this amended code that require a retailer to know and anticipate a customer's financial circumstances.
<p>94 Debt</p> <p>1. Restriction on debt recovery A <i>retailer</i> must not commence or continue with proceedings for the recovery of <i>arrears</i> from a <i>residential customer</i> who is receiving assistance under this Part.</p> <p>2. Restriction on sale of debt A <i>retailer</i> must not sell or otherwise dispose of the debt of a <i>residential customer</i> who is in <i>arrears</i>:</p> <p>a. at any time while the <i>customer</i> is receiving assistance under this Part; or</p> <p>b. within 10 business days after the <i>customer</i> has been disconnected from their <i>energy</i> supply under clause 111A.</p> <p>3. Guideline to be complied with on sale of debt to third party A <i>retailer</i> must not sell or otherwise dispose of the debt of a <i>residential customer</i> to a third party unless compliance with the guideline “<i>Debt collection guideline: for collectors and creditors</i>” jointly published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission is a condition of the sale or disposal.</p> <p>4. Waiver of debt Nothing in this Part prevents a <i>retailer</i> from waiving any fee, charge or amount of <i>arrears</i> for a residential customer.</p>	<p>M2 is concerned that section 94 may not allow retailers to use Debt Recovery activities for arrears for customers that are not able to be disconnected in the normal course of collection action – specifically (but not limited to) customer registered as having life support or customers who cannot be disconnected due to access of metering complications.</p> <p>Use of External Debt Recovery methods is the only manner in which a retailer can pursue activity where such customers are not engaged, and not able to be disconnected.</p> <p>M2 Recommends that section 94 be amended to specifically allow the use of debt recovery methods where customers cannot be disconnected, and are not engaged with the retailer in managing their arrears under this division.</p>
95 Supply capacity control product	NO COMMENT

<p>A retailer must not offer a supply capacity control product to a residential customer for any credit management purpose.</p>	
<p>96 Restriction on transfer to another retailer Without limiting clause 57, a <i>retailer</i> who receives a request for the transfer under the relevant <i>Retail Market Procedures</i> of a <i>residential customer</i> of the <i>retailer</i> whose repayment of <i>arrears</i> is on hold under clause 79(1)(f)(i) must in accordance with the <i>Retail Market Procedures</i>:</p> <ol style="list-style-type: none"> a. object to the transfer; or b. if the <i>retailer</i> only becomes aware of the request after the time for objecting has passed, immediately seek to have the transfer reversed. 	<p>M2 does consider that section 96 is required. Retailers currently have the right to object to the transfer of a customer where there is a debt of more than \$500.</p> <p>However, if the Commission considers that section 96 is to be retained, section 96 should only apply where the remaining arrears amount is over \$500 and reflect that the requested transfer must only be where the transfer is for the customer receiving the assistance under 79(1)(f)(i).</p>
<p>Payment by Centrepay (SRC and MRC)</p> <ol style="list-style-type: none"> 1. This clause applies where a <i>residential customer</i> requests a <i>retailer</i> to permit payment by using Centrepay as a payment option (see clause 32). 2. If the residential customer is applying for or on a standard retail contract, the retailer must allow the <i>customer</i> to use Centrepay as a payment option. 3. If the <i>residential customer</i> is on a <i>market retail contract</i> and Centrepay is available as a payment option under that contract, the <i>retailer</i> must allow the <i>customer</i> to use Centrepay as a payment option. 4. If the <i>residential customer</i> is on a <i>market retail contract</i> and Centrepay is not available as a payment option under that contract, the <i>retailer</i> must undertake a review of the <i>market retail contract</i>. 5. If, as a result of a review, an alternative <i>customer retail contract</i> is considered to be more appropriate, the <i>retailer</i> must transfer the <i>customer</i> to that alternative contract, where the <i>retailer</i> has obtained the <i>customer's</i> explicit informed consent. 6. Any alternative <i>customer retail contract</i> offered to a <i>residential customer</i> must make Centrepay available as a payment option. 7. If, as a result of the review, there is no alternative <i>customer retail contract</i> considered to be more appropriate, the <i>retailer</i> must make Centrepay available as a payment option under the <i>residential customer's</i> existing <i>market retail contract</i>. 8. The <i>retailer</i> must not charge the <i>residential customer</i> for the review, for any transfer to an alternative <i>customer retail contract</i> or any early termination charge or other penalty for the early termination of the 	<p>M2 considers that the Payment by Centrepay section could be simplified by requiring the retailer to offer Centrepay to all residential customers subject to this Divisions 3 and 4 in addition to Standard Contract customers.</p>

<p><i>customer's previous customer retail contract.</i></p>	
<p>Definitions In this Part:</p> <p>disconnection warning period means the period that starts on the date of issue of a disconnection warning notice under clause 110, which must be no earlier than the next <i>business day</i> after the end of the reminder notice period, and ends no earlier than 6 <i>business days</i> from the date of issue of the disconnection warning notice;</p> <p>protected period means:</p> <ul style="list-style-type: none"> a. a business day before 8am or after 2pm for a residential customer or 3pm for a business customer; or b. a Friday or the day before a public holiday; or c. a weekend or a public holiday; or d. the days between 20 December and 31 December (both inclusive) in any year; <p>public holiday, in relation to a <i>customer</i>, means a day that is observed as a local public holiday in the area in which the <i>customer's</i> premises are located (including the whole of Victoria);</p> <p>reminder notice period:</p> <ul style="list-style-type: none"> a. in relation to a <i>residential customer</i>, means the period that starts on the date of issue to the <i>customer</i> of a <i>reminder notice</i> under clause 109 and ends 6 <i>business days</i> after the date of issue of the <i>reminder notice</i>; and b. in relation to any other small customer, means the period that starts on the date of issue to the customer of a reminder notice under clause 109, which must be no earlier than the next business day after the pay-by date, and ends no earlier than 6 business days after the date of issue of the reminder notice. <p>reminder notice period means the period that starts on the date of issue of a <i>reminder notice</i> under clause 109, which must be no earlier than the next <i>business day</i> after the <i>pay-by date</i>, and ends no earlier than 6 <i>business days</i> from the date of issue of the <i>reminder notice</i>.</p>	<p>NO COMMENT</p>

<p>109 Reminder notices—retailers</p> <ol style="list-style-type: none"> 1. A reminder notice is: <ol style="list-style-type: none"> a. for a <i>residential customer</i>, a written notice with the heading ‘Reminder Notice’ prominently displayed on it issued by a <i>retailer</i> to the <i>customer</i> to remind the <i>customer</i> that payment of a bill is required; and b. for any other <i>small customer</i>, a notice issued by a <i>retailer</i> to the <i>customer</i> after the <i>pay-by-date</i> for a bill to remind the <i>customer</i> that payment is required. 2. The purpose of a <i>reminder notice</i> to a <i>residential customer</i> is to remind the <i>customer</i> of their obligation to pay the bill and to give them clear and unambiguous information about the assistance to which they are entitled if they are facing payment difficulties. 3. A <i>retailer</i> must not issue a <i>reminder notice</i> to a <i>residential customer</i> who has put forward a payment proposal or revised proposal in accordance with clause 80 or 81 that the <i>retailer</i> is required to accept under clause 80(1) unless the <i>residential customer</i> has failed to make a payment by the date on which it was payable under the proposal or revised proposal. 4. A reminder notice must: <ol style="list-style-type: none"> a. state the date of its issue; and b. state the date on which the <i>reminder notice period</i> ends; and c. state that payment of the bill is required to be made before the end of the reminder notice period; and d. in the case of a <i>residential customer</i>, give information expressed in plain language about the assistance available under Part 3 to help <i>customers</i> facing payment difficulties and how to access that assistance; and e. give details of how to contact the retailer in connection with a complaint or dispute. 	<p>M2 considers that 109-3 should be amended to allow retailers to issue reminder notices to customers that have entered an arrears only arrangement under section 80.</p> <p>M2 considers that as it stands this clause would preclude a retailer from sending a reminder notice for any ongoing usage that was not paid on time.</p>
<p>110 Disconnection warning notices</p> <ol style="list-style-type: none"> 1. Nature of disconnection warning notices <p>A <u>disconnection warning notice</u> is a notice issued by a <i>retailer</i> to warn a <i>customer</i> that the <i>customer’s</i> premises will or may be de-energised.</p> <p><u>(1A) Purpose of disconnection warning notices</u></p> <p><u>The purpose of a disconnection warning notice is to give the customer</u></p>	<p>NO COMMENT</p>

clear and unambiguous advice about what the customer needs to do to avoid being disconnected from their energy supply.”;

Particulars to be included in disconnection warning notices

A disconnection warning notice must:

- a. state the date of its issue; and
- b. state the matter giving rise to the potential *de-energisation* of the *customer’s* premises; and
- (ba) if the customer is a residential customer facing payment difficulties who is receiving assistance under Part 3:
 - I. state the form of assistance that the customer is receiving; and
 - II. give an explanation in plain language of the notice and of why it is being issued; and
 - III. give the customer clear and unambiguous advice about what the customer needs to do to avoid being disconnected from their energy supply, including any entitlement that they may have to further assistance under Part 3; and
- c. where the notice has been issued for not paying a bill:
 - i. state the date on which the disconnection warning period ends; and
 - ii. state that payment of the bill must be made during the disconnection warning period; and
- d. for matters other than not paying a bill—allow a period of not fewer than 5 *business days* after the date of issue for the *customer* to rectify the matter before *de-energisation* will or may occur; and
- e. inform the *customer* of applicable *re-energisation* procedures and (if applicable) that a charge will be imposed for *re-energisation*; and
- f. include details of the existence and operation of the *energy ombudsman*, including contact details; and
- g. include details of the telephone number of the *retailer* for payment assistance enquiries; and
- h. for a *customer* with a *smart meter*, state that *de-energisation* could occur remotely.

Division 2 Retailer-initiated de-energisation of premises

NO COMMENT

111 De-energisation for not paying bill (small customer who is not a residential customer facing payment difficulties)

1. A retailer may arrange *de-energisation* of the premises of a *small customer* (other than a *residential customer* facing payment difficulties who is receiving assistance under Part 3) ~~a customer's premises~~, including by de-energising the *customer's* supply remotely, if:
 - a. the customer:
 - i. has not paid a bill by the [pay-by date](#); or
 - ii. is on a *payment plan* with the *retailer* and has not adhered to the terms of the plan; and
 - b. [Not used]
 - c. the *retailer* has given the *customer* a [reminder notice](#); and
 - d. the *retailer* has given the *customer* a [disconnection warning notice](#) after the expiry of the period referred to in the [reminder notice](#); and
 - e. the *retailer* has, after giving the [disconnection warning notice](#), used its best endeavours to contact the *customer*, in connection with the failure to pay, [or to adhere to the payment plan referred to in paragraph \(a\)\(ii\) or to agree to the offer or to adhere to the payment plan or instalment arrangement as referred to in paragraphs \(a\) \(ii\) and \(b\) \(ii\)](#), in one of the following ways:
 - i. in person;
 - ii. by telephone;
 - iii. by facsimile or other electronic means; and
 - f. the *customer* has refused or failed to take any reasonable action towards settling the debt.
2. [Not used]
3. A retailer may arrange *de-energisation* of the premises of a *small customer* (other than a *residential customer* facing payment difficulties who is receiving assistance under Part 3) ~~a customer's premises~~, including by de-energising the customer's supply remotely, if:
 - a. the *customer* has, while on a shortened collection cycle, not paid a bill by the [pay-by date](#); and
 - b. the *retailer* has given the *customer* a [disconnection warning](#)

<p><u>notice</u> after the <u>pay-by date</u>; and</p> <p>a. the <i>retailer</i> has, after giving the <u>disconnection warning notice</u>, used its best endeavours to contact the <i>customer</i>, in connection with the failure to pay, <u>or to adhere to the payment plan referred to in subclause (1)(a)(ii) or to agree to the offer or to adhere to the payment plan or instalment arrangement as referred to in subclause (1) (a) (ii) and (b) (ii)</u>, in one of the following ways:</p> <ul style="list-style-type: none"> i. in person; ii. by telephone; iii. by facsimile or other electronic means; and <p>d. the <i>customer</i> has refused or failed to take any reasonable action towards settling the debt.</p> <p>Note: Further guidance in relation to the <i>Commission's</i> expectations with respect to de-energisation of a customer's premises is set out in the <i>Commission's</i> publication <i>Operating Procedure Compensation for Wrongful Disconnection</i>. The <i>Commission</i> notes that "other electronic means" includes email.</p> <p>4. Application of this clause to standard retail contracts This clause applies in relation to <i>standard retail contracts</i>.</p> <p>5. Application of this clause to market retail contracts This clause applies in relation to <i>market retail contracts</i>.</p>	
<p>111A Residential customer facing payment difficulties only to be <u>disconnected as a last resort</u></p> <p>A <i>retailer</i> may only arrange <i>de-energisation</i> of the premises of a <i>residential customer</i> facing payment difficulties if:</p> <ul style="list-style-type: none"> a. the <i>retailer</i>: <ul style="list-style-type: none"> i. has provided, or used their best endeavours to provide, the customer that they are entitled to receive under Part 3; and ii. has issued a reminder notice to the customer; and iii. has issued a disconnection warning notice to the customer; and iv. has, after the issue of the disconnection warning notice, used its best endeavours to contact the customer in relation to the matter; and b. the <i>customer</i>: 	<p>M2 believes that 111A(a) is a potential looping mechanism, as retailers will be required to issue a reminder notice to customers who fail to adhere a plan as this section does not exclude Section 79 (Tailored Assistance customers), or Division 4 customers (Default Assistance customers).</p> <p>As a result, M2 consider that the Commission considers amending 111A(a) to something similar to the following:</p> <ul style="list-style-type: none"> a. the <i>retailer</i>: <ul style="list-style-type: none"> i. has provided, or used their best endeavours to provide, the customer the assistance that they are entitled to receive under Part 3; and ii. where the customer is not receiving assistance under sections 79,

<ul style="list-style-type: none"> i. while receiving tailored assistance under clause 79, has failed to make a payment by the date on which it was payable, has not put forward a revised payment proposal and does not have an entitlement mentioned in clause 79(3); or ii. has exercised an entitlement to the assistance mentioned in clause 79(1)(f) and has failed to make a payment by the date on which it was payable and has not put forward a revised payment proposal; or iii. while receiving default assistance under Division 4, has neither complied with the terms of that assistance nor contacted the <i>retailer</i> to exercise an option for tailored assistance under Division 3; and <p>c. the <i>customer</i> has refused or failed to take any reasonable action towards remedying the matter; and</p> <p>d. the <i>retailer</i> has records that are sufficient to evidence the matters mentioned in paragraphs (a), (b) and (c).</p>	<ul style="list-style-type: none"> iii. 80 or Division 4, has issued a reminder notice to the customer; and iv. has issued a disconnection warning notice to the customer; and iv. has, after the issue of the disconnection warning notice, used its best endeavours to contact the customer in relation to the matter; and <p>M2 considers that as currently worded a customer can repeatedly make proposals, but not make payments under section 111A(b)((ii) and that it be amended to:</p> <ul style="list-style-type: none"> ii. has exercised an entitlement to the assistance mentioned in clause 79(1)(f) and has failed to make a payment by the date on which it was payable and has not put forward a revised payment proposal; or iii. has put forward 2 or more revised payment proposals and failed to make a payment by the date on which it was payable; or <p>M2 also considers that the term reasonable action towards remedying the action in 111A(c) should be subject to further guidance from the Commission</p> <p>M2 also notes that the words “the assistance” appears to be missing from 111A(a)((i).</p>
<p>116 When retailer must not arrange de-energisation</p> <p>1. Restrictions on de-energisation</p> <p>Despite any other provisions of this Division but subject to subclauses (2), (3) and (4), a <i>retailer</i> must not arrange for the <i>de-energisation</i> of a <i>customer’s</i> premises to occur:</p> <ul style="list-style-type: none"> a. where the premises are registered under Part 7 as having life support equipment; or b. where the <i>customer</i> has made a complaint, directly related to the reason for the proposed <i>de-energisation</i>, to the <i>retailer</i> under the <i>retailer’s</i> standard complaints and dispute resolution procedures, and the complaint remains unresolved; or c. where the <i>customer</i> has made a complaint, directly related to the reason for the proposed <i>de-energisation</i>, to the <i>energy ombudsman</i>, and the complaint remains unresolved; or d. where the customer is a residential customer facing payment 	<p>M2 recommends that 116-1h is updated to reflect the <u>GST inclusive</u> amount of \$300.</p>

<p><u>difficulties who is receiving assistance under Part 3 and is complying with the terms of that assistance; or</u></p> <p>e. where the <i>customer</i> informs the <i>retailer</i>, or the <i>retailer</i> is otherwise aware, that the <i>customer</i> has formally applied for assistance to an organisation responsible for a rebate, concession or relief available under any government funded <i>energy</i> charge rebate, concession or relief scheme and a decision on the application has not been made; or</p> <p>f. on the ground that the <i>customer</i> has failed to pay an amount on a bill that relates to goods and services other than for the sale of <i>energy</i>; or</p> <p>g. for non-payment of a bill where the amount outstanding is less than \$120 (exclusive of GST); or</p> <p>h. [Not used]</p> <p>i. during a <u>protected period</u>.</p> <p>2. Restrictions not applying for non-access to meter The restrictions in subclauses <u>(1) (d), (e)</u> and <u>(f)</u> do not apply if the reason for <i>de-energisation</i> was failure to provide access to a <u>meter</u>.</p> <p>3. Non-application of restrictions where de-energisation requested by customer The restrictions in subclause <u>(1)</u> do not apply if the <i>customer</i> has requested <i>de-energisation</i>.</p> <p>4. Non-application of restrictions where illegal use of energy Apart from the restriction in subclause <u>(1) (a)</u> relating to <u>life support equipment</u>, the restrictions in subclause <u>(1)</u> do not apply in relation to <i>de-energisation</i> of a <i>customer's</i> premises for:</p> <p>a. the fraudulent acquisition of <i>energy</i> at those premises; or</p> <p>b. the intentional consumption of <i>energy</i> at those premises otherwise than in accordance with the <i>energy laws</i>.</p> <p>5. Application of this clause to standard retail contracts This clause applies in relation to <i>standard retail contracts</i>.</p> <p>6. Application of this clause to market retail contracts This clause applies in relation to <i>market retail contracts</i>.</p>	
Model Terms	
<p>1. Difficulties in paying If you have difficulties paying your bill, you should contact us as soon as possible.</p>	NO COMMENT

<p>We will provide you with information about your entitlements as a Victorian energy customer.</p>	
<p>1. DISCONNECTION OF SUPPLY</p> <p>1. When can we arrange for disconnection?</p> <p>Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:</p> <p>1. you do not pay your bill by the <i>pay-by-date</i> or, if you are a <i>residential customer</i> receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not comply with the terms of that assistance; or</p> <p>you do not pay your bill by the <i>pay-by date</i> and, if you are a residential customer, you:</p> <ol style="list-style-type: none"> 1. fail to comply with the terms of an agreed payment plan; or 2. do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; 2. you do not provide a security deposit we are entitled to require from you; or 3. you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or 4. there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or e. we are otherwise entitled or required to do so under the Rules or by law 	<p>NO COMMENT</p>