

Electricity and Natural Gas Supplier  
Handbook  
CER 11/224

2011

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## 1. Introduction

- 1.1. This document sets out the obligations on electricity and gas suppliers under their supply licence when preparing terms and conditions of supply (for household customers), their Codes of Practice and Customer Charters.
- 1.2. Where Suppliers are offering both electricity and natural gas, they may, if they wish, prepare single documents in respect of each standard condition covering both electricity and gas.
- 1.3. Where Suppliers are serving both household and non-household customers, they may, if they wish, prepare single documents in respect of each Code of Practice.
- 1.4. The guidance sets out a number of detailed points which electricity and gas suppliers must consider when they are preparing the content of their Codes of Practice or Customer Charters. It is not exhaustive, but rather describes the minimum level of service on which suppliers may wish to build further.
- 1.5. Each Code or Customer Charter should clearly specify its objectives and the target groups it is intended to reach.
- 1.6. Each Code or Customer Charter must be written in plain English and be set out in a way that is easy to follow and understand.
- 1.7. Copies of the Codes of Practice must be available to any person who requests them in an appropriate format and must be brought to the attention of customers at least once a year and on sign up.
- 1.8. Suppliers are required to publish their Codes of Practice and Customer Charters on their website. A link must be provided from the supplier's homepage to the place where these documents are stored for ease of access.
- 1.9. Suppliers are required to apply the principles of Universal Design<sup>1</sup> when implementing the requirements of and developing the services referred to in the Codes of Practice and Customer Charters and in all aspects of their communications with customers.
- 1.10. Suppliers are required to operate in line with any other existing legislation which covers their operation.
- 1.11. Suppliers are required to train their staff and/or agents appropriately with respect to Universal Design, the Codes of Practice and Customer Charter requirements and have in place processes which allow them to monitor the processes and procedures set out in these documents. From time to time the CER may seek to review or audit these processes as part of its monitoring regime.

## Application

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<sup>1</sup> The CER will use the NSAI SWIFT – Universal Design for Energy Suppliers to assess whether suppliers have met the requirements of Universal Design with respect to their household customers.

Suppliers must prepare the following documents:

<b>Suppliers of Household Customers:</b>	<b>Suppliers of Non-Household Customers:</b>
Customer Charter	Code of Practice on Marketing and Sign Up
Code of Practice on Marketing and Sign Up	Code of Practice on Customer Billing
Code of Practice on Customer Billing	Code of Practice on Disconnection
Code of Practice on Disconnection	Code of Practice on Complaints Handling
Code of Practice on Vulnerable Customers	
Code of Practice on Prepayment Metering/ Budget Controllers (as applicable)	
Code of Practice on Complaints Handling	
Terms and Conditions of Supply	

### **Approval Process**

Suppliers are required to submit the above listed documents to the CER for approval in advance of publication. Any changes to approved documents must be further approved in advance of publication.

# **Requirements for Suppliers of Household Customers**

## **2. Suppliers' Customer Charter**

### **2.1 General**

Suppliers shall develop a Customer Charter, guaranteeing their Codes of Practice, setting out the services provided and service quality levels offered. The Customer Charter should also set out compensation and refund arrangements which apply if service quality levels are not met.

Suppliers must publish their Customer Charter on their web site and draw customers' attention to it no less than once a year and on sign up. Suppliers must also make their Customer Charter available on request to customers and potential customers.

### **2.2 Service Guarantees**

Suppliers must have a number of set service guarantees, contained in their Customer Charter, arising from their Codes of Practice. As a minimum suppliers are required to guarantee each of their Codes of Practice on marketing & sign up, billing, disconnection, vulnerable customers and complaints handling.

These guarantees are an indication of a supplier's commitment to customer service and are required to have a financial penalty associated with them if they are not met. Suppliers will administer their Customer Charter and award customers the amount of payment set out in their Customer Charter where it is found that a guarantee has been broken.

A penalty of €35 or more shall apply per guarantee. This payment to the customer is in relation to the guarantee in the Customer Charter only; it does not mean that a customer cannot pursue a complaint with the supplier in relation to further costs associated with the impact of the failure to meet the guarantee.

## **3. Code of Practice on Marketing and Sign Up**

### **3.1 General**

The use of the word customer in the Code of Practice on Marketing and Sign up refers to existing and potential customers.

Suppliers must develop a Code of Practice that protects customers against unwanted, unfair or misleading marketing methods and which ensures that suppliers follow an appropriate procedure when signing new customers up.

- The Code of Practice shall provide that a supplier adopts a transparent and fair approach to the marketing of its products and services and the sign up of customers. This includes ensuring that agents do not provide misleading information or apply undue pressure to any person in order to gain a customer.
- Suppliers must take all reasonable steps to ensure its marketing material is easy to understand, accurate, specifies clearly the product being marketed and the period it covers.
- Where a supplier compares its tariffs to competitors' tariffs, information must be dated to show when all tariffs presented were in place, comparison must be made on a like for like basis and customers must be made aware that the competitor's tariffs are subject to change. Where a supplier is aware that they are comparing their tariff to a tariff that is due to change, they must notify the customer of this fact.
- Where a supplier is offering discounts based on their own standard tariff or a competitor's tariff, those discounts should set out clearly any difference in all charges including standing charges that the customer will have to pay.
- Where a penalty clause exists in relation to any aspect of the customer's contract the terms of the clause must be clearly highlighted in any documentation and to the customer in advance of the customer being signed up.
- Where a supplier's fixed rate tariff contains pass through charges which may be subject to change, this should be highlighted clearly in any sales literature and terms and conditions prior to the customer being signed up.
- Suppliers must provide customers with a copy of the tariffs they have signed up to and the terms and conditions of supply. Where a customer is not provided with a copy of these documents at the point of sign up, key terms must be highlighted and explained to the customer and copies of these documents must be sent to the customer in a timeframe that allows the

customer to consider their contract and still avail of any cooling off period that applies if they so wish.

- Suppliers must ensure that its employees or its agents do not misrepresent their firm or portray rival suppliers in a negative or inaccurate way.
- Suppliers must ensure that their employees or agents do not exploit a person's inexperience or vulnerability when marketing to a customer.
- Suppliers must provide a method for current or potential customers to 'opt out' of future marketing endeavours in line with any legislative requirements.
- In the event of a customer being approached to change supplier, information must be provided by the proposed new supplier on how their existing account will be closed and that they understand any balance will be dealt with by the previous supplier. This includes informing customers that existing payment arrangements may change and that if they are in receipt of free gas/electricity allowances the steps they will have to take to ensure their allowances continue.
- Suppliers must ensure that when marketing to customers on the doorstep that the customer is provided with a copy of the standard doorstep checklist at the commencement of the visit and in advance of any sale being progressed.
- Suppliers are required as part of the doorstep sign up process to actively confirm that the customer has read and understood the doorstep checklist and that they understand that they are switching to a specified product with a specified payment method.

The marketing Code and associated training programmes for staff and agents employed or engaged on behalf of the supplier for the purposes of marketing shall include the following guidelines for conducting business:

### **3.2 Marketing by telephone**

In any telephone call made by or on behalf of a supplier to a customer for the purposes of marketing, the caller must, as soon as practicable, clearly identify:

- a) his or her name; and
- b) contact number (if requested by the customer); and
- c) the name of the supplier on whose behalf the call is being made; and
- d) the purpose of the call.

If told by a customer, at any time during a telephone conversation between the customer and the supplier that the customer **does not** wish to continue, the supplier must cease the phone call. Unless requested by a customer, a supplier must not make a telephone call to a household customer for marketing purposes:

- a) on Christmas Eve
- b) on any Public or Bank Holiday

- c) on Sundays
- d) outside the following times:
  - i. 9am to 8pm on weekdays; and
  - ii. 9am to 7pm on Saturdays

### **3.3 Marketing at a customer's premises or by personal contact**

If a supplier engages in marketing at a customer's premises (without a prearranged appointment) or by personal contact, the supplier must immediately and at all times after that on request by the customer:

- a) produce an identity card that shows his or her full name and photograph and the name, business address and contact number of the supplier; and
- b) advise the customer of the purpose of the visit/ contact and enquire if the customer wishes to progress further;
- c) provide the customer with a copy of the standard doorstep checklist prior to the commencement of the sales pitch (See appendix A);
- d) At a customer's premises, if the customer does not wish to proceed, then the supplier must leave the premises immediately and the supplier must advise the customer of how to be removed from the contact list;
- e) At any other place, if the customer does not wish to proceed then the supplier must stop their sales pitch.

Unless requested by a customer, a supplier must not contact a household customer at the customer's premises for marketing purposes:

- a) on Christmas Eve
- b) on any Public or Bank Holiday
- c) on Sundays
- d) outside the following times:
  - i. 9am to 8pm on weekdays; and
  - ii. 9am to 7pm on Saturdays

### **3.5 Marketing via e-mail and SMS**

Suppliers may send electronic mail or SMS for direct marketing purposes in line with data protection legislation. Where a supplier engages in marketing via e-mail to customers, the supplier must provide the following information to customers:

- a) the supplier's name and address; and
- b) the supplier's e-mail address or other means of electronic contact; or
- c) the supplier's contact number; and
- d) an easy method of unsubscribing/ removing their email address from future messages at no cost to the customer.

Where a supplier engages in marketing via SMS to customers, the supplier must provide the following information to customers:

- a) the supplier's name; and

- b) an easy method of unsubscribing/removing their mobile phone number from future messages at no cost to the customer in line with Comreg regulations.

### 3.6 Conduct when customers do not wish to be contacted

Where a customer has indicated to a supplier orally, in writing or by email, that the customer does not wish to be contacted again for the purpose of marketing, the supplier must log the request and remove that customer from their marketing database in line with data protection or any other legislation. A customer may request written confirmation that they have been removed in accordance with data protection requirements from the marketing database.

### 3.7 Special Promotions

Where a supplier is engaging in the special promotion of a product or service, the supplier must make the current or potential customer aware of any time limit which may accompany the promotion. For example, this could include but is not limited to discounts such as, the supplier will give x% discount if you sign up by x date, or x% discount applies for x months.

The supplier must also make the customer aware of any change in conditions which may occur once the period of the promotion expires or any additional terms, conditions or charges which may be associated with the promotion in advance of the customer signing up for it. This could include changes in billing cycle or payment type once the promotion ends. Where changes in conditions are not known at the time of sign up, the customer must be informed of these changes in advance of their coming into effect and no less than 30 days before the end of the promotional contract.

Any intended changes to tariffs or terms and conditions which will come into effect after a promotional period must be made clear to the customer prior to signing up.

### 3.8 Tariff Presentation to Household Customers

When presenting information on tariffs a supplier must:

- a) Display tariffs inclusive and exclusive of VAT on a per unit basis. Rates can be shown side by side inclusive or exclusive of VAT or presented separately.  
Example Side by Side:

	Cents per unit (ex. VAT)	Cents per unit (inc. VAT)
cent /kWh	14.01	16.004

Or

	Cents per unit	Cents per unit
cent/ kWh	14.01	16.004*

\* VAT included at 13.5%

Example Separately:  
Inclusive of VAT

	Cents per unit (inc. VAT)
cent /kWh	16.004

Exclusive of VAT

	Cents per unit
cent/ kWh	16.004*

- b) Show standing charges as an annual amount inclusive and exclusive of VAT that applies to the tariff. This approach should be applied to any other fixed charge applied by the supplier. All associated fixed costs should be presented alongside and any discounts on unit rates in the same text and font size.

c)

	Cents per unit	Standing Charge for Year (ex. VAT)	Standing Charge for Year (inc VAT)
cent/kWh	16.004 (inc VAT)	88.10	€100

Or

	Cents per unit	Standing Charge for Year	Standing Charge for year
cent/kWh	16.004*	88.10	€100*

\*VAT included at 13.5%

- d) Show discounts measured off the standard rate tariff for that supplier.  
e) Each discount must be set out clearly in cent per kWh and not displayed incrementally,

Example:

		Cents per unit	Dual Fuel Discount – 10%	Direct Debit Discount – 10%	E-billing Discount – 10%
Incrementally	Standard Unit Rate	10.000	9.000	8.100	7.290
Proposed Separate	Standard Unit Rate	10.000	9.000	8.000	7.000

or shown as a cumulative discount.

		<b>Cents Per unit</b>	<b>Dual Fuel Discount - 10%</b>	<b>Dual Fuel &amp; Direct Debit Discount - 20%</b>	<b>Dual Fuel &amp; Direct Debit &amp; E billing Discount - 30%</b>
Proposed Cumulative	Standard Unit Rate	10.000	9.000	8.000	7.000

- f) Where a supplier wishes to present their tariff on a full year basis, the annual industry agreed consumption figures as approved by the CER from time to time should be used.
- g) Any comparisons between tariffs must be based on the customer's actual annual consumption or the approved annual consumption figures and include the applicable fixed charges (standing charges/ levies). Any discounts that expire in less than one year should be identified in any comparison.
- h) Where a supplier is displaying day/night tariffs on a full year basis the industry agreed breakdown of day to night units, as approved by the CER from time to time, should be used.
- i) A supplier must also separately display any additional levy or charge which applies to the account inclusive and exclusive of VAT.
- j) Where a supplier is offering a dual fuel bundle, the gas and electricity tariffs should be shown separately with details provided on the additional components of the tariff.
- k) Where a supplier offers a 'green tariff' the supplier must set out the credentials of the tariff. i.e. explain how the tariff is green and differs from its other tariffs.

Suppliers of household customers are required to publish publically available tariffs for household customers on their website.

Where a supplier uses price comparisons in its marketing material the requirements set out above must be applied.

Where a supplier's tariff contains pass through charges which may be subject to change, the prospective customer's attention should be drawn to this fact prior to the completion of sale.

### **3.9 Customer Sign Up**

When signing a customer up the supplier must:

- a) Ensure that the agent/ website/ sign up process clearly identifies the supplier.
- b) Confirm that the person opening the account has the authority to open an account at the premises in question.

- c) Confirm that the person opening the account is to be the named account holder. A supplier may not open an account without the permission of the person who is to be the named account holder.
- d) Where a joint account is to be opened, the supplier should confirm with any other named person on the account that they wish to be named as soon as possible after the initial account opening.
- e) Provide a simple method for customers to add a third party contact to their account.
- f) Provide the customer with a copy of the doorstep checklist in advance of sign up (where the customer is being signed up in person).
- g) Go through products available and explain the charges associated with them.
- h) Explain any discount associated with the chosen product and how this will be applied.
- i) Explain how the customer will be billed.
- j) Explain how the customer can make payment against the bill and any budgeting options available.
- k) Explain how long the contract applies for or whether the contract is evergreen.
- l) Confirm that the customer understands that they are switching to a specified product with a specified payment method.
- m) Explain any deposit or charge associated with the product being chosen.
- n) Ensure that details of how a customer's account information may be used with respect to debt flagging is clearly set out on the sign up form and within the sign up process. Explain how a debt flag may be raised against the customer's account.
- o) Provide the customer with a copy of the terms and conditions of supply, contract and the rates that apply to the product they are signing up to. Where a customer is not provided with a copy of these documents at the point of sign up, key terms must be highlighted and explained to the customer and copies of these documents must be sent to the customer in a timeframe that allows the customer to consider their contract and still avail of any cooling off period that applies if they so wish.
- p) Explain any penalty that may apply if the customer does not meet the terms of the contract.
- q) Provide the customer with details of any cooling off period that applies and how to go about cancelling their request to switch supplier within that cooling off period (in line with existing legislation).
- r) Explain how the customer's existing account will be closed and the new account will be opened.
- s) Confirm that the customer has read and understood the doorstep checklist (where the customer is being signed up in person)

### **3.10 Use of Agents**

Where a supplier employs agents to act on its behalf this Code of Practice must be followed and those agents made aware of its content. The Supplier is responsible for ensuring that persons acting as its agents are complying with this Code and that any reported incidents of mis-selling or misconduct by agents are investigated fully and resolved appropriately for the customer involved.

## **4. Code of Practice on Customer Billing**

### **4.1 Billing Timeframes, Cycles & Options**

1. Suppliers will ensure that all bills, scheduled or otherwise, are accurately calculated based on one of the following:
  - a) Actual readings provided by the Electricity Network Operator/Gas Network Operator, or
  - b) Customer Readings (where suppliers receive customer meter readings directly they are to be forwarded to the Electricity Network Operator/Gas Network Operator), or
  - c) Supplier or MRSO/GPRO generated estimates (where a supplier chooses to generate their own estimates that supplier must be able to demonstrate that information provided by the Electricity Network Operator and the Gas Network Operator has been used to ensure estimates are as accurate as possible).
2. All bills will clearly state if the reading used to calculate consumption is an actual ('a' or can be left blank), customer (c) or estimated (e) reading. Where using something else to indicate a different meter read this needs to be explained on the bill.
3. Suppliers will encourage their customers to provide the Electricity Network Operator/Gas Network Operator with access to meters and provide customer own reads if necessary, in particular where a history of actual reads does not exist at a premises. This will be done through messages on the bill, bill inserts and where appropriate through direct mailing to customers, email or sms. Suppliers will provide assistance and support to industry initiatives to improve the quality of meter reading by advising customers (through messages on the bill or inserts) of the importance of providing Electricity Network Operator/Gas Network Operator with access to meters and customer own reads. Where a supplier obtains customer meter readings these should be forwarded to the appropriate Network Operator, within one week, to assist in keeping estimates up to date.
4. Suppliers will ensure that customers will receive prompt and regular scheduled bills for their electricity/gas usage as per the terms and conditions of their tariff. Suppliers should clearly set out the billing frequency when signing a customer up.
5. Suppliers will issue scheduled bills to customers no later than one month after the receipt of scheduled meter reading data for the billing period involved except in situations where the customer has agreed otherwise or where the meter reading data appears erroneous. Every effort should be made for a prompt revised bill in the event of meter reading affecting the outcome of arrears or proposed disconnection.

6. Where a supplier is aware of an unexpected delay in billing a customer that will exceed one full billing period the supplier will contact the customer where reasonably practicable to notify the customer of the late billing.
7. Bills will clearly indicate the period for which the customer is being charged including any retrospective charges.
8. Where a supplier offers electronic billing to customers, a customer must opt into this type of billing format unless specified in the supplier's terms and conditions of supply.
9. Where a customer avails of electronic billing all provisions in the Code of Practice will apply to that format of bill.
10. Where a customer wishes to switch back to paper billing this will be facilitated in a simple process at no cost to the customer unless the customer has availed of a discount by taking electronic billing.
11. Where a customer has switched supplier the final closing bill will be issued not later than six weeks from the effective date of the change of supplier taking place. Where a replacement meter reading is issued to the supplier after the final bill has been issued, this will be dealt with as an exception to this requirement.

## **4.2 Payment Options**

1. Suppliers will ensure that the payment options available to their customers are stated clearly in their terms and conditions of supply and on their bills.
2. Suppliers may provide a choice of payment methods which must include one or more of the following categories:
  - a) Electronic Funds Transfer;
  - b) Postal;
  - c) Over the counter e.g. Pay point, Post Office.
3. Any additional charges applied a particular payment method must be cost reflective and clearly highlighted to the customer on sign up.
4. The payment due date must always be stated clearly on the bill.
5. Where a customer is paying by direct debit then the customer must be notified 14 days in advance if there is any change in the amount to be debited unless they have agreed otherwise (e.g. fixed payment date or amount) or in line with the Irish Payment Services Organisation (IPSO) standard for notification of direct debits.
6. Suppliers will provide flexible and reasonable payment plans to customers who find themselves in difficulties paying their bills.

7. Suppliers should include details in their Code of any standard budgeting/ payment arrangements that customers may avail of e.g. An Post Household Budget Scheme, level/budget payment plans that allow the spreading of costs over a defined time period.

### **4.3 Tariffs & Prices**

1. Where a supplier is changing their tariffs, the supplier will notify household customers 30 days in advance of tariff changes, except where the customer has entered into a flexible tariff arrangement which allows for tariffs to change more frequently.
2. Suppliers will notify customers of the tariff options available to them if applicable in advance of any tariff change or in line with the customer contract, whichever is the shortest period of time.
3. Changes in tariffs will be clearly indicated on the bill and the method of application will be explained on the bill or in an accompanying insert (this may be an electronic notice where a customer has chosen this method of billing).
4. Where a supplier uses a method of prorating bills at a tariff change, this will be indicated on the bill and the methodology explained on the bill or in an accompanying insert (this may be an electronic notice where a customer has chosen this method of billing).
5. Where a supplier chooses to request a deposit from a customer the deposit should be credited to the next bill where customers have met their credit terms within the previous twelve months, i.e. if the customer pays monthly the deposit should be reflected on the thirteenth bill, if the customer is billed every two months the deposit should be reflected on the seventh bill. Customers may request this as a refund. Where a customer has not fulfilled their credit terms the supplier shall inform the customer of the steps needed to improve his or her credit worthiness, and state what a customer must do in order for security to no longer be required. This may include the retention of the deposit until the customer has met the normal credit terms for a period of 12 months continuously.
6. Where appropriate, suppliers should make customers aware of any social arrangements available in relation to deposits e.g. through the Community Welfare Officer, etc.

### **4.4 Information on the bill**

The information suppliers are required to provide on customer bills, including its format, is provided below. Information is required to be presented under the same names as presented in tariff schedules.

The following information must be placed on the front page of the bill in a manner that allows the customer to find it easily.

- Electricity Network Operator/Bord Gáis Network's emergency/fault reporting contact number

- Meter/Gas Point Registration Number (MPRN/GPRN)
- DUoS Category Code (Electricity customers)
- Metering Configuration Code (Electricity customers)
- Profile Code (Electricity customers)
- Meter Number (NDM Gas Customers)
- AC Band (Gas Customers)

This information will be provided in the following industry approved format for electricity, and the codes used shall be those provided by the MRSO/DSO/TSO:

Meter Information number	MPRN (Max. 11 Digits Code)		
	DG group  (Max. 4 Digits Code)	Meter Config. Code  (Max. 5 Digits Code)	Profile  (Max. 2 Digits Code)

If using an M to depict the MPRN, the large M should be aligned with the Meter Point Registration Number. The Meter Point Registration Number should be in bold with a font size greater than the remaining data. e.g.

M	10 200 300 400		
	DG7a	M C C 1 2	0 8

This information will be provided in the following format for NDM gas customers:

GPRN	
AC Band	Meter Number/SPRN

**Other information required on the bill**

- Historical consumption information – in line with the industry code for presentation of historical consumption information.
- Customer account number.
- Customer name and address (billing address and supply address where different).
- Period to which the bill relates, the date of issue of the bill and the date upon which the bill is due.
- Customer's Tariff category name (where a standard name is used).
- Meter readings, upon which the bill is based, including an indication whether the readings are an actual reading, an estimate (by supplier or MRSO/GPRO), or a reading submitted by a customer. Where a, c or e are used to indicate a meter reading type these must be explained on the bill.
- Clear calculations of the amount due for electricity/gas supplied, (giving units, multipliers, rates etc. where appropriate), including any rebates or penalties, free electricity/gas allowance (where applied directly to the bill) etc, standing charge and any other amounts being invoiced being clearly separated (e.g. servicing).
- A clear breakdown of any transportation/network charges **where these are being applied to the customer as separate charges**. A breakdown of any additional pass through charges which the supplier may have incurred on behalf of the customer. (Where these items are passed through as separate charges).
- A breakdown of any penalty or contractual charges which are applied to a customer's account in addition to supply, transportation, distribution, transmission and pass through charges. Any Levy amount applied to the customer's bill
- VAT as a separate line item.
- Total amount due for the supply of electricity/gas in that period.
- A brief description of the supplier's complaints handling procedure and related contact details with a reference to the customer's right to refer an unresolved dispute to the CER for resolution with the CER's contact information. This section will require approval by the CER in advance of publication.
- A List of payment options.
- Suppliers name and contact details (Post/Phone/Fax/e-mail/web-site).
- Credit control contact details and hours of operation where different to the general contact details.

- Explanation of Public Service Obligation Levy (electricity only), carbon Tax (Gas Only) and any other standard notice requirements (e.g. Vat Registration Number).
- ESB/Bord Gáis Network contact number, where a supplier does not propose to act on a customer's behalf for network related issues.
- Information regarding Fuel Mix as required by the CER (Electricity Customers)

## **4.5 Dual Fuel Billing**

Where a supplier chooses to offer a dual fuel account, all information requirements as set out above must be met.

If the supplier presents information on electricity and natural gas charges on one statement, each charge must be clearly identifiable.

Where charges for electricity and natural gas are presented on two separate statements a cover statement summarising the total amount on the account may be included. The cover statement should clearly show the total amount due and the date payment is due.

## **4.6 Arrears & Arrangements for identifying and dealing with customers in difficulty**

Suppliers are required to include guidance in their Billing Code for customers who may have difficulty in paying their bills.

The Code should include:

- The procedures for dealing with customers having difficulty paying and the options available for these customers so as to avoid disconnection of supply.
- Confirmation that customers with repayment difficulties who contact the supplier will be made to feel that their case will be heard sympathetically and that offers of repayment will be carefully considered.
- Advise customers to contact their supplier at an early stage if they are experiencing difficulty making payment on their bill.

Suppliers must direct customers to a copy of their Billing Code at an early stage during the follow-up action for non-payment of an account or for failure to keep to an agreed payment arrangement.

A supplier should take account of the customer's ability to pay when agreeing any repayment arrangement, by credit or prepayment meter and confirm with the

customer that arrangements are manageable. Where a payment plan has been entered into with the customer to specifically avoid disconnection, details of the payment plan setting out a clear explanation, in writing, of the new payment arrangement and any terms associated with it must be sent to the customer no later than one week after the payment plan has been agreed.

Where circumstances warrant it, the supplier must refer the customer for guidance to his/her local MABS office or an appropriate alternative.

Supplier staff should be specifically told of any arrangements or agreements in place between agencies. Any information provided on the role of advice agencies should be provided by the agency itself. Details of how to contact these agencies should be provided to the customer as appropriate.

Should the customer wish to nominate a third party to represent them this must be facilitated e.g. Money Advisor including MABS, a recognised charity or Social Welfare Representative.

#### **4.7 Closing Account**

The Billing Code should set out clearly the supplier's requirements for closing accounts. This should include the steps the customer must take in order to close their account and any liability they may have in the event that they do not close their account correctly.

A supplier may not keep a customer's account open because the customer has been unable to provide the details of a new account holder.

A supplier may not keep a customer's account open indefinitely where the customer has made contact to close their account but has been unable to provide a meter reading. The supplier should put in place a process for addressing this which may include requesting a special meter read from the Network Operator and a timeframe for the supplier to do this. However, where a customer refuses to provide a meter reading refuses access to take a meter reading or provides a meter reading that does not align with previous meter readings or expected usage the supplier may actively engage with the customer until a satisfactory outcome is reached before closing the account.

A supplier may not keep a customer's account open, with the exception of for the purposes of collecting an outstanding balance, where a new occupant or account holder has been registered at the MPRN/GPRN.

## **5. Code of Practice on Disconnection**

### **5.1 Guidelines for Suppliers - Disconnection Procedure**

Suppliers are required to specify conditions for renewal and termination of services or contract (or both) including the connection and disconnection of final customers. The following are the CER's minimum requirements with respect to a supplier's Code of Practice on Disconnection. The word disconnection in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non payment. This Code does not apply to customers who are using a prepayment meter or a budget controller to pay for their electricity or natural gas.

This Code also sets out the requirements for suppliers requesting the disconnection of a property due to no account holder being registered (section 5.11).

### **5.2 General**

Disconnection of a customer due to non payment must only be carried out as a last resort. A supplier should provide in its Code of Practice that it conducts its business in such a manner that minimises the number of customers that are disconnected. Suppliers must work with the relevant state agencies or state sponsored bodies/recognised charities to assist household customers with arrears or a payment plan in the event that difficulties are experienced.

Where a supplier offers a dual fuel account, it must be clear to the customer when making a payment that it is a payment for either electricity or gas. In the event of non payment and where the supplier has followed all conditions set out in the relevant codes or practice, the supplier may only disconnect the fuel against which the debt has occurred.

### **5.3 Information requirements to be contained in the Code**

Suppliers must specify instances which may lead to the disconnection of a customer's supply which may include:

- Failure to pay a bill relating to the supply of electricity/gas;
- Upon request of the account holder. The supplier should clarify that the person making the request is the account holder, or has the permission of the account holder to disconnect the power supply;
- No registered occupant at the property;

- Suppliers should include indication to their customers that their gas/electricity supply may be disconnected by the Gas Network Operator/Electricity Network Operator for safety reasons and/or operational reasons where appropriate. This Code does not apply in these circumstances.

Suppliers must specify where disconnection of a customer's supply will **not** be initiated by the supplier and must include as a minimum the following circumstances:

- Where a customer has entered into a payment plan with the supplier and is honouring that arrangement;
- Where a customer is pursuing a complaint using the complaint handling procedures specified by the supplier and the complaint is related to the reason for disconnection. The supplier may not initiate a disconnection in relation to the disputed amount until the complaint process is exhausted;
- In the event that a customer is disputing a bill this clause only applies to the disputed bill and not any previous or subsequent bills which must be paid as normal;
- For failure to pay a bill which is not related to the supply of electricity/gas (e.g. failure to comply with the terms of a hire purchase agreement related to the purchase of an electrical appliance/gas boiler or any service given outside the supply of electricity/gas);
- For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances<sup>2</sup>, (e.g. access to read a meter is refused);
- Where a customer relies on a recognised life support system and is appropriately registered with their supplier in accordance with the requirements of the Code of Practice for Vulnerable Customers;
- During the winter months (1<sup>st</sup> November to 31<sup>st</sup> March) where a person appropriately registered with their supplier in accordance with the requirements of the Code of Practice for Vulnerable Customers.
- Where a customer is a member of any category of customer that the CER may specify from time to time.

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<sup>2</sup> By way of example, it is considered reasonable to request a customer's disconnection where long term no access to a premises is an issue and the customer has been informed. However where, as part of the metering cycle, a customer receives an estimated read and this appears not to match the customer's normal consumption pattern the customer may dispute this and should not be disconnected.

## 5.4 Process for Disconnection due to non payment

All suppliers must put in place a full escalation process which will be followed in advance of any request to disconnect a customer due to non payment of their account. This process will include contacting and notifying the customer to inform them they are in arrears (in writing and other formats), providing information on any options the customer has to make payment and providing contact details for customers wishing to enter into a payment plan or where appropriate in the case of household customers how to arrange to have a pre-payment meter or budget controller installed.

Should the customer wish to nominate a third party to represent them this must be facilitated, e.g. Money Advisor including MABS, a recognised charity or Social Welfare Representative.

Where circumstances warrant it, the supplier must refer a household customer for guidance to his/her local MABS office or an appropriate alternative.

As a minimum, suppliers are required to make the following contact in advance of issuing a request to disconnect a **household customer**:

- At least two attempts to contact the customer by notice in writing (this includes at least one contact in addition to the notice of disconnection and must be in addition to any communication made through the customer's normal bill)
- At least two additional attempts to contact the customer, this could be by telephone, email, text message or another format used by the supplier
- Each attempt to contact the customer should take place no less than three working days apart

## 5.5 Format of Notice of Disconnection

Any notice sent to a customer regarding disconnection for non-payment of their account must be sent in writing by letter.

Where a supplier has exhausted its escalation process and intends to initiate a disconnection:

- No disconnection calls will be made on a Friday, Saturday, Sunday, eve of a Public Holiday or a Public Holiday.

For the avoidance of doubt, disconnections for safety reasons to prevent injury to persons or damage to property may be made at any time and are not within the scope of this Disconnection Code of Practice.

- The supplier must provide **at least 10 working days** notice in writing of its intention to request the Electricity Network Operator/Gas Network Operator to

disconnect supply. The notice must specify the reason for disconnection. Where a registered vulnerable customer has nominated a correspondence re-direction service on their application to be included on the register of vulnerable customers, the disconnection notice need only to be sent to the nominated carer/relative as specified and registered by the customer.

- The notice must specify the **actual cost** of disconnection and reconnection.
- Where a supplier has added an administrative or other cost to the regulated cost for this action, this must be shown separately on the notice.
- The notice must highlight any charge which may apply to the customer if the disconnection is cancelled or no access is possible at the premises.
- The notice must highlight that the payment of arrears cannot be made to the persons carrying out the disconnection.
- The notice must provide the contact details for a nominated support agency to be agreed with the CER as appropriate.
- If a customer opts for disconnection it must be made clear that arrears must still be recouped and that standing charges may still apply.
- The notice must specify the contact details of the supplier's debt handling/ credit control/ or appropriate division so that the customer may make contact. The supplier must facilitate customers who wish to pay immediately any bill arrears after the receipt of the notice.

For the avoidance of doubt, the CER requires that suppliers do not process any request for disconnection of a household customer until after the 10 working day notice period has expired.

## **5.6 Financial Hardship**

Suppliers must facilitate payment options/plans for household customers experiencing genuine financial hardship and, where appropriate, engage with a money advisor acting on behalf of the customer. e.g. MABS, a recognised charity or third party. This must include offering the customer a prepayment meter or budget controller if this is possible.

## **5.7 Vulnerable Customers**

Where a supplier is made aware that a registered vulnerable customer may be at high risk due to disconnection outside the period where disconnection is not allowed, alternative methods of debt recovery should be used. This could be done through offering alternative means of payment, pre-payment meters, budget controllers and payment plans. The use of pre-payment meters or budget controllers may not always be appropriate and the ability of a customer to utilise this technology should

be considered with the customer when making a decision to install one. Where a customer has a mobility or sensory impairment, which may cause difficulties when using such a meter, this should be discussed with the customer and an alternative payment method should be used instead.

Suppliers are expected to use discretion when choosing to disconnect household customers and where a genuine vulnerability is demonstrated a supplier is expected not to disconnect that customer.

## **5.8 Payment Plans**

Payment plans are a method of assisting customers who are experiencing financial difficulties in paying their bills. Suppliers are required to assist customers in genuine financial difficulty in making a payment plan.

A supplier should take account of the customer's ability to pay when agreeing any repayment arrangement and confirm with the customer that arrangements are manageable. Where a payment plan has been entered into with the customer at the point of disconnection, details of the payment plan setting out a clear explanation, in writing, of the new payment arrangement and any terms associated with it should be sent to the customer after the payment plan has been agreed.

Where a supplier has entered into a payment plan with a customer and that customer fails to honour that plan, the customer may be subject to the supplier's normal disconnection process including receipt of the required notification set out above.

## **5.9 Reconnection**

Where a disconnected customer has reached a settlement with its supplier (through payment plan or payment in full), the customer shall be entitled to be reconnected under the standard terms and conditions offered by the supplier including, where appropriate, the provision of a security bond/deposit or other such measure that is reasonably required to ensure that disconnection for non-payment not will occur in the future.

Where a supplier requires an additional security bond/deposit clear conditions associated with this, including how it will be repaid must be provided to the customer in writing. A supplier must also be conscious of the customer's circumstances when setting the level of any security bond/ deposit.

Where a customer has repeatedly been disconnected, failed to make payments of bills or fails to keep a payment plan that customer may be subject to disconnection and reconnection may only take place after full payment for outstanding bills is made. That customer may also be liable for a higher security bond/deposit or may be required to use a prepayment meter or budget controller.

## **5.10 Records**

A supplier must keep and maintain adequate records of all the steps taken and all considerations made in relation to the disconnection of a customer's account.

### **5.11 Disconnection of a premises with no registered account holder**

The Disconnection Code should include a separate section setting out clearly the supplier's process for handing properties where there is no registered account holder.

Where a supplier is supplying a property and the existing account holder has closed their account, the supplier must issue a notice, in writing by letter, to the new occupant of the property in advance of a request to disconnect the property due to no new account holder being registered.

For **household customers** that notice should be issued **at least 10 working days** in advance of the request to disconnect the property and the notice should set out the actual costs which will be incurred due to the disconnection of the premises and the contact details for the new occupier to open an account. Any additional administrative charges should be displayed separately to the regulated charges for this work.

## **6. Code of Practice on Complaint Handling**

### **6.1 Definition of a complaint**

A complaint is defined as:

*The expression (through various possible channels, letter, email, phone call, physical claim) of a customer's dissatisfaction and his/her explicit expectation for a response or resolution.*

Explicit – the customer states he/she is seeking some action to address his concern, even if he/she is not able to identify and state what action is required.

### **6.2 General**

Suppliers are required to provide an easy process for customers to use when they are experiencing difficulties with their electricity/gas supply. The Code of Practice must set out the supplier's complaints handling process and commitments in a step by step easy to follow process using plain English.

The supplier is required to appropriately attempt to resolve all relevant complaints before referring a complaint to the CER. In the event that the customer has completed the supplier's full complaint handling process and is not satisfied with the outcome of their supplier's process, the supplier must close the complaint in writing and make the customer aware that they have the right to refer an unresolved complaint to the CER.

Suppliers are required to accept complaints from recognised agencies or third parties who are confirmed as acting on behalf of the customer.

The Code, as a minimum, should include the following;

- an undertaking to provide the customer with a satisfactory explanation of their issue, an apology or some form of redress as appropriate depending on the circumstances and outcome of the complaint.
- details of how to contact the supplier to make a complaint, including any special arrangements for customers who have additional communication requirements and those whose first language is not English if available. At a minimum a customer should be able to initiate their complaint by post and over the phone.
- the procedure for escalating complaints if the customer remains dissatisfied having completed the first step in the complaints process, including a named

individual or job title with overall responsibility and contact details for each stage of the process. Suppliers are required to have a minimum of one level of escalation beyond the first point of contact in the complaints process for customers who believe their complaint has not been dealt with appropriately.

- timescales for each stage of complaint handling and investigation with clear commitments to response times and details of any company standards and payments for failure to respond within the set time. The complaints process should lead to a final answer issuing to the customer within two months, except in cases where the customer is not engaging with the supplier or technical procedures would be required that would extend the time required to reach a decision.
- details of how the CER can assist in resolving complaints which the supplier has not resolved to the customer's satisfaction and how the CER can be contacted. The CER's contact details should appear at the end of the Code as a point of reference for unresolved complaints at the end of the escalation process.
- the arrangements for making charter payments (where applicable) to customers following a failure by the supplier to meet a Guaranteed Standard – including details when such payments may be due and the time limit in which the customer should receive payment.
- the Code of Practice should include commitment to making payment to the customer within 14 days, where the CER has issued a direction for compensation or redress or within one billing period where compensation or redress is in the form of credit to the customer's account.

Where a customer has completed their supplier's complaints handling process and is not satisfied with the outcome, the customer must receive written notice of closure of their complaint from the supplier (by letter or email) including details of the CER's Energy Customers Team should they wish to escalate their complaint.

Where the CER is investigating a customer complaint, the supplier must refrain from taking follow up action in relation to any monies that are the subject of dispute. No such action should take place prior to the CER issuing its final decision on the complaint. This does not mean that the supplier cannot follow up additional monies accrued before or after the bill in dispute which remain unpaid. In the event that a particular customer seeks to use the complaints handling process to avoid bill payment, the CER will address this on a case by case basis.

This Code of Practice may include different complaint handling procedures for different customer categories.

## **7. Code of Practice on Vulnerable Customers**

### **7.1 Definition of a vulnerable customer**

A vulnerable customer is defined in legislation as a household customer who is:

- a. critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, assistive technologies to support independent living and medical equipment, or
- b. particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health.

For the purpose of this Code, a Vulnerable Customer is a customer who has self - registered on their supplier's register.

### **7.2 Guidance for Suppliers on Vulnerable Customers**

A supplier may require a customer to demonstrate eligibility for inclusion on their register of vulnerable customers. This may include requesting medical confirmation of vulnerability.

Advancing age is taken to be a person of pensionable age (66 years or above) living alone, with another vulnerable person or with minors.

### **7.3 General**

Suppliers are required to put in place systems/ processes which ensure that registered vulnerable customers are not disconnected during the set time periods. The word disconnection in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non payment.

For the purpose of this Code, customers registered as critically dependent on electricity (as set out in a above) may not be disconnected for non-payment of account. Customers registered as particularly vulnerable to disconnection during winter months (as set out in b above) may not be disconnected for non-payment of account in winter months (1<sup>st</sup> November – 31<sup>st</sup> March).

Suppliers are required to ensure that all registered vulnerable customers are on the most economic tariff available for their chosen payment method i.e. not penalised due to remaining on a legacy tariff.

In addition suppliers must put in place communication options for customers with additional requirements in this area.

### **7.4 Collection of Vulnerable Customer Data**

- A customer whose household is eligible for inclusion on the register must register with their supplier.
- Where an application form is used to register a vulnerable customer a standard application form should be used. An additional application form is required for registering customers critically dependent on electricity. See Appendix B for basic template information.
- Forms must be returned to the supplier who is responsible for completing the customer's registration.
- A supplier may require the customer to provide proof of eligibility for inclusion on the register.
- Suppliers must maintain a priority services register for customers who are registered under (a) above and a special services register for customers who are registered under (b) above. Suppliers must also record the customer's vulnerable status in the central database held by the Gas Point Registration Operator or Meter Registration System Operator.
- Data collection and updating will comply with relevant Data Protection requirements. As the network operators hold the complete database of all customers they will also hold the complete database of registered vulnerable customers.

## **7.5 Customers with additional communication requirements**

Suppliers are required to put in place alternative communication formats for customers who's have additional requirements not catered for within Universal Design.

- Suppliers are required to develop a standard method of communicating with customers with vision impairments. No less than one additional method of communicating must be provided which could include Braille bills, talking bills, phone calls or the use of electronic services e.g. e-billing, internet based information.

The following is the list of communications to be provided, as a minimum, in non standard format for vision impaired customers:

- Household Customer Terms & Conditions
- Customer Charter
- Customer Codes of Practice
- Household Tariff Information
- Personalised Household Customer Communications (As approved by the CER)
- Outage Notification (standard format to designated address)

- Any letter to a customer informing them of a change in services or tariff  
Any insert to customers that has been required by the CER
- Suppliers are required to develop a communication method for customers with hearing impairments which would be similar to offering a phone service to customers with regular hearing. This could include the provision of and SMS based service for registered customers.

## **7.6 Third Party Representation**

Suppliers are required to provide a simple method for customers to register a third party on their account where necessary.

## **8. Code of Practice on the Use of Prepayment Meters & Budget Controllers**

### **8.1 General**

These guidelines apply to the use of prepayment meters and budget controllers installed by the Distribution System Operator in electricity or natural gas on behalf of licensed suppliers. Where a supplier proposes to make use of an alternative budget controller or prepayment system the CER will discuss appropriate amendments to these guidelines to suit this purpose.

There are different technologies operating within the natural gas and electricity to assist customers with prepaying their bills. As this is the case, the requirements may differ depending on the capability of the technology being used.

### **8.2 Information requirements to be contained in the Code**

- 1) Suppliers must issue an explanation of what a prepayment meter/ budget controller is and how it operates to customers using this technology. (In the case of budget controllers this will include a clear explanation that the budget controller is not the customer's meter and that they will be billed using the consumption recorded on their credit meter.)
- 2) Full details of how the customer will access information on the supplier's current tariffs and any charges which apply to them. This may be done by directing the customer to a phone number or a place on the supplier's website.
- 3) The frequency and content of statements or bills which the supplier will issue. This must cover a statement, at least annually, in relation to the customer's consumption and payments made. Where a customer is repaying a debt they must receive a statement, at least three times a year, of consumption, debt outstanding, debt repaid and payments made.
- 4) Details of how to access information on approved vending facilities in the customer's area, including the location and hours available.
- 5) Details of the impact of purchasing from unapproved vending facilities (where applicable).
- 6) Where an identity card for the account or a top up card that is used when purchasing credit is issued to the customer, the customer must be advised in the Code if a charge will be applied for replacement of lost cards. (The specific charge need not be included in the Code as this may vary from time to time)

- 7) Details on the amount of emergency credit associated with the prepayment meter/ budget controller and an explanation of how it works including how it is paid for if a customer uses it.
- 8) The telephone number(s) for advice on use of the prepayment meter/ budget controller and emergency service. These numbers must also be included on the customer's statements and bills.
- 9) The supplier's policy on refunding credit balances. This includes the supplier's process to refund customers in the event they change supplier while still having a credit balance. Any credit due to the customer in a change of supplier scenario should be refunded no later than 2 months from the effective date of the change or within a timeframe approved by the CER. The Code should also include the supplier's policy on refunding credit to a customer when they have simply built up a large credit on their account and wish to have this credit refunded to them without changing supplier.
- 10) Details on how the customer can access up to date information on their outstanding debt, how long it will take to pay off and total amount repaid.
- 11) Details of how the customer will be informed when their debt has been repaid. This should take place no more than one billing period after the debt has been repaid.
- 12) Suppliers should refer to measures and provisions that relate to vulnerable customers including recognition that budget controllers may not be suitable for such customers. The Code should explain that wherever possible alternative arrangements will be offered e.g. more flexible payment plans.
- 13) Electricity only: Customers must be advised that CER has put in place a rule that registered vulnerable customers cannot be disconnected in winter months, however if elderly registered vulnerable customer chooses to opt into having a prepayment meter/ budget controller for electricity installed, this rule will not apply to them. This will mean the customer will have their electricity supply cut off if they do not maintain credit in the meter.
- 14) Gas only: Customers must be advised that CER has put in place a rule that registered vulnerable customers cannot be disconnected in winter months, where a gas prepayment meter has been installed there is an option that would allow the meter not to shut down during winter months. Registered vulnerable customers must be advised of this option.

- 15) The supplier's policy on charging debit balances. The Code should set out how the supplier will address debit balances on a customer's account if they change supplier. Where a Budget Controller is installed the Code should also set out how the supplier will address the situation where a customer has built up a new debt due to a difference between the customer's credit meter and their budget controller.

### **8.3 Before a prepayment meter/ budget controller is installed**

- 1) Suppliers should use prepayment meters/ budget controllers as the last resort in the debt recovery process for customers who are in financial hardship. Suppliers to provide the CER with details of their debt recovery process.
- 2) The supplier should take account of the customer's ability to pay when installing a prepayment meter/ budget controller and confirm with the customer that payment arrangements are manageable; in particular this includes the setting of debt recovery instalments.
- 3) Where applicable, customers must be made aware in writing of the total amount of their debt, the likely length of time to repay the debt and how their instalment for debt recovery has been calculated e.g. €x weekly over 36 months.
- 4) Suppliers must ensure the consent of the customer / named account holder or third party who represents the customer prior to installation of the prepayment meter/ budget controller. In the event that the customer is a tenant in a rental property, permission from the owner/landlord of the property should be sought before installation.
- 5) Suppliers must ensure that customers have reasonable access to vending facilities 7 days a week. In this respect, reasonable access is suggested as a distance of no more than 1.6 km where the customer indicates they have no means of transport, unless this is considered to be impractical in particular circumstances, e.g. rural areas.
- 6) It is the supplier's responsibility to assess the suitability of prepayment meters/ budget controllers for a given customer (especially customers who may be vulnerable or have an impairment which could impact their ability to use the technology). Certain categories of vulnerable customers cannot be disconnected (i.e. priority support customers). It is important that customers are capable of using any technology that is provided safely and that they can

access the budget controller and access a location to purchase top up for their budget controller.

## **8.4 Where a prepayment meter/ budget controller has been installed**

All prepayment meters/ budget controllers:

- 1) Where the supplier becomes aware that a customer is experiencing difficulties physically using the controller or accessing top up facilities the supplier should work with the customer to make an alternative arrangement for payment including switching to a credit meter.

Budget controllers only:

- 2) Suppliers should ensure that their customers using budget controllers remain part of normal suitable credit control follow up to ensure that any difference between the credit meter and the budget controller is identified early and highlighted to the customer.
- 3) In the event that a customer is accruing debt on their account despite having a budget controller installed that customer should be subject to a suitable credit control follow up, including receiving follow up letters where appropriate to notify them that they are not putting sufficient credit into the budget controller.
- 4) Suppliers must flag to ESB Networks situations where they believe the budget controller is not accurately reflecting the customer's usage and where large debts are accruing so that this can be followed up.

## **8.5 Emergency Credit**

Emergency credit will be set on the prepayment meter/ budget controller by the Distribution System Operator. Emergency credit should represent no less than €5 credit. The minimum amount of this credit will be approved by the CER and may be varied from time to time.

## **8.6 Eligibility**

Suppliers should use budget controllers/ prepayment meters only in cases where a customer is in genuine financial hardship. A customer is taken to be in genuine financial hardship if they are unable to make payments against their bills without assistance and are finding themselves in constant arrears. In order to identify

customers who need these meters suppliers are expected, where possible, to work with MABS and St. Vincent DePaul who are best placed to identify individuals in need of this level of assistance. The CER will monitor the level of installation by suppliers to ensure that these meters are installed appropriately.

Debt for the purpose of prepayment metering is considered to be debt accumulated due to failure to make payment against costs for the supply of natural gas or electricity. It does not cover costs associated with the purchase of additional services or products from a supplier and debt associated with the purchase of such additional services or products cannot be recovered through the prepayment meter.

## **8.7 Tariffs**

At the time of offering a prepayment meter/ budget controller to its customer, the supplier is required to ensure that any difference in cost arising from this payment method reflects the actual cost to the supplier.

## **9. Terms and Conditions of Supply for Household Customers**

### **9.1 General**

A customer or potential customer shall be entitled, in advance of entering into a contract or on request, to a copy of the terms and conditions under which an offer to supply electricity, natural gas or dual fuel is made. Where a customer is not provided with a copy of these documents at the point of sign up, key terms must be highlighted to the customer and copies of these documents must be sent to the customer in a timeframe that allows the customer to consider their contract and still avail of any cooling off period if they so wish.

All terms and conditions must be set out in a fair and transparent way.

### **9.2 Content of Standard Terms and Conditions**

The standard terms and conditions must include, at least:

- the identity, address and contact details of the supplier;
- reference to the suppliers Customer Charters and Codes of Practice which set out the services provided, the service quality levels and any compensation and/ or refund arrangements which apply if contracted service quality levels are not met and also how to access these;
- clear reference to the special services and priority registers as set out in the Code of Practice for Vulnerable Customers and how to access these;
- the means by which up-to-date information on all applicable tariffs and charges may be obtained;
- the duration of the contract (i.e. specified term, “evergreen” etc.), the conditions for renewal and termination of services and of the contract;
- where the contract is for a fixed term, this must be highlighted to the customer and the terms and conditions must set out what arrangements will be put in place for the customer on the expiration of that term;
- details of any penalty clauses which may apply to the contract must be highlighted;
- the means by which the customer will be notified of any change in terms and conditions of supply, including 30 days notice in advance of those changes taking effect and the existence of the right of withdrawal where there is a material change to the terms and conditions;
- the means by which the customer will be notified of any change in tariff, including 30 days notice in advance of those changes taking effect unless the customer has signed up for a more flexible arrangement;

- details in relation to the supplier's retention of deposits, which should include the return of the deposit after one year if the customer has met the supplier's credit terms;
- details of how the customer will be billed, and the terms associated with payment of bills (billing frequency must be set out in the suppliers standard terms and conditions or the additional terms and conditions associated with the tariff the customer has chosen) ;
- any obligation on the customer in relation to payment of account, payment method and details of any penalties or actions which may apply in the event of failure to pay including reference to disconnection,
- the method of initiating procedures for settlement of complaints including reference to the supplier's complaints handling Code of Practice;
- where the contract is for dual fuel, it must set out clearly that a customer's payments will be allocated to a fuel and that in the event of non payment the supplier may only disconnect the fuel against which the debt has occurred.
- that a customer shall not be charged for changing supplier;
- that a customer's personal information may be transferred to the distribution system operator for the purpose of maintaining and operating supply to the premises, that a customer's account may display a debt flag in the event that the customer has not met the supplier's credit terms and chooses to switch supplier (this information must be highlighted to the customer prior to sign up) – suggested wording - When your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing. (Arrears - an overdue payment that has not been paid.);
- that a customer's personal information may be transferred to the Supplier of Last Resort in the event of a direction from the CER, and
- any requirements which apply to customers in relation to safety or network related activity.

### **9.3 Additional Terms and Conditions**

Where a supplier chooses to offer products which have additional or supplementary terms and conditions associated with them, the customer or potential customer must also be provided with a copy of these additional terms. Where the additional terms and conditions replace a clause in the standard terms and conditions this must be made clear in the document.

Where the supplier applies additional terms and conditions to a product, they must set out clearly and highlight any additional penalty or change in tariff which may apply should the customer fail to meet the requirements.

Where the product has a fixed term, this must be highlighted to the customer and the terms and conditions must set out what arrangements will be put in place for the customer on the expiration of that term. This must include notification at least 30 days in advance of the expiration of the contract of any new tariff or term and condition that would apply to the customer's account.

Where the supplier has not set out billing frequency in its standard terms and conditions it must be set out in the additional terms and conditions associated with the tariff.

## **9.4 Approval Process**

The CER will review terms and conditions to establish:

- That the minimum requirements set out above have been met.
- That the terms and conditions are written in Plain English to the greatest extent possible and are set out clearly and transparently so that a customer would be able to read and understand what they are entering into.
- That any penalty clauses or obligations on the customer in order to receive the product they are signing up to are highlighted clearly in the text and are easy to understand.
- That it is clear from the terms and conditions what obligations the customer faces in relation to payment terms and in the event of default, any action leading to disconnection.
- That the debt flagging process is clearly highlighted in the terms and conditions and easy to understand.

# **Requirements for Suppliers of Non-Household Customers**

## **10. Code of Practice on Marketing and Sign Up for Non-Household Customers**

### **10.1 General**

Suppliers must develop a Code of Practice that protects customers against unwanted, unfair or misleading marketing methods and which ensures that suppliers follow an appropriate procedure when signing new customers up.

- The Code of Practice shall provide that a supplier adopts a transparent and fair approach to the marketing of its products and services and the sign up of customers. This includes ensuring that agents do not provide misleading information or apply undue pressure to any person in order to gain a customer.
- Suppliers must take all reasonable steps to ensure its marketing material is easy to understand, accurate, specifies clearly the product being marketed and the period it covers.
- Where a supplier compares its tariffs to competitors' tariffs, information must be dated to show when all tariffs presented were in place, comparison must be made on a like for like basis and customers must be made aware that the competitor's tariffs are subject to change.
- Where a supplier is offering discounts based on their own tariff or a competitor's tariff, those discounts should set out clearly any difference in all charges including standing or administrative charges that the customer will have to pay.
- Where a penalty clause exists in relation to any aspect of the customer's contract the terms of the clause must be highlighted to the customer in advance of the customer being signed up.
- Where a supplier's tariff contains pass through charges which may be subject to change, this should be highlighted clearly in any sales literature and terms and conditions prior to the customer being signed up.
- Suppliers must provide customers with a copy of the tariffs they have signed up to and their associated terms and conditions of supply.
- Suppliers must ensure that its employees or its agents do not misrepresent their firm or portray rival suppliers in a negative or inaccurate way.
- Suppliers must ensure that their employees or agents do not exploit a person's inexperience or vulnerability when marketing to a customer.
- Suppliers must provide a method for current or potential customers to 'opt out' of future marketing endeavours in line with any legislative requirements.

- In the event of a customer being approached to change supplier information must be provided by the proposed new supplier on how their existing account will be closed and that they understand any balance will be dealt with by the previous supplier.

The marketing Code and associated training programmes for staff and agents employed or engaged on behalf of the supplier for the purposes of marketing shall include the following guidelines for conducting business:

## **10.2 Marketing by telephone**

In any telephone call made by or on behalf of a supplier to a customer for the purposes of marketing, the caller must, as soon as practicable, clearly identify:

- e) his or her name; and
- f) contact number (if requested by the customer); and
- g) the name of the supplier on whose behalf the call is being made; and
- h) the purpose of the call.

If told by a customer, at any time during a telephone conversation between the customer and the supplier that the customer **does not** wish to continue, the supplier must cease the phone call.

## **10.3 Marketing at a customer's premises or by personal contact**

If a supplier engages in marketing at a customer's premises (without a prearranged appointment) or by personal contact, the supplier must on initial contact:

- f) produce an identity card that shows his or her full name and photograph and the name, business address and contact number of the supplier; and
- g) advise the customer of the purpose of the visit/ contact and enquire if the customer wishes to progress further;
- h) leave the premises immediately if the customer does not wish to proceed with the visit;
- i) At any other place, if the customer does not wish to proceed then the supplier must stop their sales pitch.

## **10.4 Contacting Non-household customers**

There are no specific time constraints on when non-household customers may be contacted. However suppliers are requested to exercise judgment when contacting customers outside the normal business hours of the customer.

## **10.5 Marketing via e-mail and SMS**

Suppliers may send electronic mail or SMS for direct marketing purposes in line with data protection legislation. Where a supplier engages in marketing via e-mail to customers, the supplier must provide the following information to customers:

- a) the supplier's name and address; and
- b) the supplier's e-mail address or other means of electronic contact; or

- c) the supplier's contact number; and
- d) an easy method of unsubscribing/ removing their email address from future messages at no cost to the customer.

Where a supplier engages in marketing via SMS to customers, the supplier must provide the following information to customers:

- c) the supplier's name; and
- d) an easy method of unsubscribing/removing their mobile phone number from future messages at no cost to the customer in line with Comreg regulations.

### **10.6 Conduct when customers do not wish to be contacted**

Where a customer has indicated to a supplier orally, in writing or by email, that the customer does not wish to be contacted again for the purpose of marketing, the supplier must log the request and remove that customer from their marketing database in line with data protection or any other legislation. A customer may request written confirmation that they have been removed in accordance with data protection requirements from the marketing database.

### **10.7 Special Promotions**

Where a supplier is engaging in the special promotion of a product or service, the supplier must make the current or potential customer aware of any time limit which may accompany the promotion. For example, this could include but is not limited to discounts such as, the supplier will give x% discount if you sign up by x date, or x% discount applies for x months.

The supplier must also make the customer aware of any change in conditions which may occur once the period of the promotion expires or any additional terms, conditions or charges which may be associated with the promotion in advance of the customer signing up for it. This could include changes in billing cycle or payment type once the promotion ends.

Any intended changes to tariffs or terms and conditions which will come into effect after a promotional period must be made clear to the customer prior to signing up. Where changes in conditions are not known at the time of sign up, the customer must be informed of these changes in advance of their coming into effect, no less than 30 days before they come into effect or in line with the terms and conditions of the contract.

### **10.8 Customer Sign Up**

When signing a customer up the supplier must:

- a) Ensure that the agent/ website/ sign up process clearly identifies the supplier.
- b) Confirm that the person opening the account has the authority to open an account at the premises/ for the business in question.
- c) Go through products available and explain the charges associated with them.

- d) Explain any discount associated with the chosen product and how this will be applied.
- e) Explain how the customer will be billed.
- f) Explain how the customer can make payment against the bill.
- g) Explain how long the contract applies for.
- h) Confirm that the customer understands that they are switching to a specified product with a specified payment method.
- i) Explain any deposit or charge associated with the product being chosen.
- j) Ensure that details of how a customer's account information may be used with respect to debt flagging is clearly set out on the sign up form and within the sign up process, as applicable. Explain how a debt flag may be raised against the customer's account.
- k) Provide the customer with a copy of the terms and conditions of supply, contract and the rates that apply to the product they are signing up to or highlight the key terms and conditions and forward a copy to the customer within an appropriate timeframe.
- l) Explain any penalty that may apply if the customer does not meet the terms of the contract.
- m) Provide the customer with details of any cooling off period that applies and how to go about cancelling their request to switch supplier within that cooling off period.
- n) Explain how the customer's existing account will be closed and the new account will be opened.

### **10.9 Use of Agents**

Where a supplier employs agents to act on its behalf this Code of Practice must be followed and those agents made aware of its content. The Supplier is responsible for ensuring that persons acting as its agents are complying with this Code and that any reported incidents of mis-selling or misconduct by agents are investigated fully and resolved appropriately for the customer involved.

## **11. Code of Practice on Customer Billing for Non-Household Customers**

### **11.1 Billing Timeframes, Cycles & Options**

1. Suppliers will ensure that all bills, scheduled or otherwise, are accurately calculated based on one of the following:
  - d) Actual readings provided by the Electricity Network Operator/Gas Network Operator, or
  - e) Customer Readings, where appropriate (where suppliers receive customer meter readings directly they are to be forwarded to the Electricity Network Operator/Gas Network Operator), or
  - f) Supplier or MRSO/GPRO generated estimates, where appropriate (where a supplier chooses to generate their own estimates that supplier must be able to demonstrate that information provided by the Electricity Network Operator and the Gas Network Operator has been used to ensure estimates are as accurate as possible).
2. All bills will clearly state if the reading used to calculate consumption is an actual ('a' or can be left blank), customer (c) or estimated (e) reading. Where using something else to indicate a different meter read this needs to be explained on the bill.
3. Suppliers will encourage their customers to provide the Electricity Network Operator/Gas Network Operator with access to meters and provide customer own reads if appropriate and possible (dependent on meter type), in particular where a history of actual reads does not exist at a premises. This will be done (as required) through messages on the bill, bill inserts and where appropriate through direct mailing to customers, email or sms. Suppliers will provide assistance and support to industry initiatives to improve the quality of meter reading by advising customers (through messages on the bill or inserts) of the importance of providing Electricity Network Operator/Gas Network Operator with access to meters and customer own reads. Where a supplier obtains customer meter readings these should be forwarded to the appropriate Network Operator, within one week, to assist in keeping estimates up to date.
4. Suppliers will ensure that customers will receive prompt and regular scheduled bills for their electricity/gas usage as per the terms and conditions of their tariff. Suppliers should clearly set out the billing frequency when signing a customer up.
5. Suppliers will issue scheduled bills to customers in line with the terms and conditions of the customer's tariff.
6. Where a supplier is aware of an unexpected delay in billing a customer that will exceed one full billing period the supplier will contact the customer where reasonably practicable to notify the customer of the late billing.

7. Bills will clearly indicate the period for which the customer is being charged including any retrospective charges.
8. Where a supplier offers electronic billing to customers, a customer must opt into this type of billing format unless specified in the supplier's terms and conditions of supply.
9. Where a customer avails of electronic billing all provisions in the Code of Practice will apply to that format of bill.
10. Where a customer wishes to switch back to paper billing this will be facilitated in a simple process at no cost to the customer unless the customer has availed of a discount by taking electronic billing.
11. Where a customer has switched supplier the final closing bill will be issued not later than six weeks from the effective date of the change of supplier taking place. Where a replacement meter reading is issued to the supplier after the final bill has been issued, this will be dealt with as an exception to this requirement.

## **11.2 Payment Options**

1. Suppliers will ensure that the payment options available to their customers are stated clearly in their terms and conditions of supply and on their bills.
2. Any additional charges applied to cover the cost of a particular payment method must be clearly highlighted to the customer on sign up.
3. The payment due date must always be stated clearly on the bill.
4. Where a customer is paying by direct debit then the customer must be notified 14 days in advance if there is any change in the amount to be debited unless they have agreed otherwise (e.g. fixed payment date or amount) or in line with the Irish Payment Services Organisation (IPSO) standard for notification of direct debits.

## **11.3 Tariffs & Prices**

1. Changes in tariffs will be clearly indicated on the bill and the method of application will be explained on the bill or in an accompanying insert (this may be an electronic notice where a customer has chosen this method of billing).
2. Where a supplier uses a method of prorating bills at a tariff change, this will be indicated on the bill and the methodology explained on the bill or in an accompanying insert (this may be an electronic notice where a customer has chosen this method of billing) .
3. Gas Customers Only: Where proposed revised SPC and AQ's have been issued by BGN for an I&C customer, the supplier will notify the customer of the proposed revisions in sufficient time to allow the customer to query the revised figures with their supplier and BGN.

## 11.4 Information on the bill

The information suppliers are required to provide on customer bills, including its format, is provided below. Information is required to be presented under the same names as presented in tariff schedules.

The following information must be placed on the front page of the bill in a manner that allows the customer to find it easily.

- Electricity Network Operator/Bord Gáis Network's emergency/fault reporting contact number
- Meter/Gas Point Registration Number (MPRN/GPRN)
- DUoS Category Code (Electricity customers)
- Metering Configuration Code (Electricity customers)
- Profile Code (Electricity customers)
- Meter Number (NDM Gas Customers)
- SPRN (DM & LDM Gas Customers)
- AC Band (Gas Customers)

This information will be provided in the following industry approved format for electricity, and the codes used shall be those provided by the MRSO/DSO/TSO:

	MPRN (Max. 11 Digits Code)		
Meter Information number	DG group  (Max. 4 Digits Code)	Meter Config. Code  (Max. 5 Digits Code)	Profile  (Max. 2 Digits Code)

This information will be provided in the following format for NDM gas customers:

GPRN
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AC Band	Meter Number/SPRN
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For DM & LDM gas customers the following format should be used:

GPRN	
AC Band	SPRN
AQ	SPC

### Other information required on the bill

- Historical consumption information – in line with the industry code for presentation of historical consumption information.
- Customer account number.
- Customer name and address (billing address and supply address where different).
- Period to which the bill relates, the date of issue of the bill and the date upon which the bill is due.
- Customer's Tariff category name (where a standard name is used).
- Meter readings, upon which the bill is based, including an indication whether the readings are an actual reading, an estimate (by supplier or MRSO/GPRO), or a reading submitted by a customer. Where a, c or e are used to indicate a meter reading type these must be explained on the bill. (where applicable, where a customer's meter automatically sends readings and all bills are based on actual meter readings, this information is not necessary) .
- Clear calculations of the amount due for electricity/gas supplied, (giving units, multipliers, rates etc. where appropriate), including any rebates or penalties, etc, standing charge and any other amounts being invoiced being clearly separated (e.g. servicing).
- A clear breakdown of any transportation/network charges **where these are being applied to the customer as separate charges**. A breakdown of any additional pass through charges which the supplier may have incurred on behalf of the customer. (Where these items are passed through as separate charges).
- A breakdown of any penalty or contractual charges which are applied to a customer's account in addition to supply, transportation, distribution, transmission and pass through charges. Any Levy amount applied to the customer's bill.

- VAT as a separate line item.
- Total amount due for the supply of electricity/gas in that period.
- A brief description of the supplier's complaints handling procedure and related contact details with a reference to the customer's right to refer an unresolved dispute to the CER for resolution with the CER's contact information. This section will require approval by the CER in advance of publication.
- Details of payment options.
- Suppliers name and contact details (Post/Phone/Fax/e-mail/web-site).
- Credit control contact details and hours of operation where different to the general contact details.
- Explanation of Public Service Obligation Levy (electricity only), carbon Tax (Gas Only) and any other standard notice requirements (e.g. Vat Registration Number).
- ESB/Bord Gáis Network contact number, where a supplier does not propose to act on a customer's behalf for network related issues.
- Information regarding Fuel Mix as required by the CER (Electricity Customers).

## **11.5 Dual Fuel Billing**

Where a supplier chooses to offer a dual fuel account, all information requirements as set out above must be met.

If the supplier presents information on electricity and natural gas charges on one statement, each charge must be clearly identifiable.

Where charges for electricity and natural gas are presented on two separate statements a cover statement summarising the total amount on the account may be included. The cover statement should clearly show the total amount due and the date payment is due.

## **11.6 Arrears & Arrangements for identifying and dealing with customers in difficulty**

Suppliers are required to include guidance in their Billing Code for customers who may have difficulty in paying their bills.

The Code should include:

- The procedures for dealing with customers having difficulty paying and the options available for these customers so as to avoid disconnection of supply.
- Advise customers to contact their supplier at an early stage if they are experiencing difficulty making payment on their bill.

### **11.7 Closing Account**

The Billing Code should set out clearly the supplier's requirements for closing accounts. This should include the steps the customer must take in order to close their account and any liability they may have in the event that they do not close their account correctly.

A supplier may not keep a customer's account open because the customer has been unable to provide the details of a new account holder.

A supplier may not keep a customer's account open, with the exception for the purpose of collecting an outstanding balance, where a new occupant or account holder has been registered at the MPRN/GPRN and has taken liability for consumption.

## **12. Code of Practice on Disconnection for Non-Household Customers**

### **12.1 Guidelines for Suppliers - Disconnection Procedure**

Suppliers are required to specify conditions for renewal and termination of services or contract (or both) including the connection and disconnection of final customers. The following are the CER's minimum requirements with respect to a supplier's Code of Practice on Disconnection. The word disconnection in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non payment.

This Code also sets out the requirements for suppliers requesting the disconnection of a property due to no account holder being registered (section 12.11).

### **12.2 General**

Disconnection of a customer due to non payment must only be carried out in line with the supplier's terms and conditions of supply.

Where a supplier offers a dual fuel account, it must be clear to the customer when making a payment that it is a payment for either electricity or gas. In the event of non payment and where the supplier has followed all conditions set out in the relevant codes or practice, the supplier may only disconnect the fuel against which the debt has occurred.

### **12.3 Information requirements to be contained in the Code**

Suppliers must specify instances which may lead to the disconnection of a customer's supply which may include:

- Failure to pay a bill relating to the supply of electricity/gas;
- Upon request of the account holder. The supplier should clarify that the person making the request is the account holder, or has the permission of the account holder to disconnect the power supply;
- No registered occupant at the property;
- Suppliers should include indication to their customers that their gas/electricity supply may be disconnected by the Gas Network Operator/Electricity Network Operator for safety reasons and/or operational reasons where appropriate. This Code does not apply in these circumstances.

Suppliers must specify where disconnection of a customer's supply will **not** be initiated by the supplier and must include as a minimum the following circumstances:

- Where a customer has entered into a payment plan (as applicable) with the supplier and is honouring that arrangement;
- Where a customer is pursuing a genuine complaint using the complaint handling procedures specified by the supplier and the complaint is related to the reason for disconnection. The supplier may not initiate a disconnection in relation to the disputed amount until the complaint process is exhausted;
- In the event that a customer is disputing a bill this clause only applies to the disputed bill and not any previous or subsequent bills which must be paid as normal;
- For failure to pay a bill which is not related to the supply of electricity/gas (e.g. failure to comply with the terms of a hire purchase agreement related to the purchase of an electrical appliance/gas boiler or any service given outside the supply of electricity/gas);
- For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances<sup>3</sup>, (e.g. access to read a meter is refused);
- Where a customer is a member of any category of customer that the CER may specify from time to time.

## **12.4 Process for Disconnection due to non payment**

All suppliers must put in place an escalation process which will be followed in advance of any request to disconnect a customer due to non payment of their account. This process will include contacting and notifying the customer they are in arrears (in writing and other formats) and providing information on any options the customer has to make payment.

Where appropriate, if a customer wishes to nominate a third party to represent them this must be facilitated e.g. sole trader may nominate a financial advisor. .

As a minimum, suppliers are required to issue at least one notice in writing at least 5 working days in advance of requesting disconnection to **non-household customers**.

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<sup>3</sup> By way of example, it is considered reasonable to request a customer's disconnection where long term no access to a premises is an issue and the customer has been informed. However where, as part of the metering cycle, a customer receives an estimated read and this appears not to match the customer's normal consumption pattern the customer may dispute this and should not be disconnected.

This requirement does not apply to LEU or LDM electricity and natural gas customers or to large customers who have individually negotiated contracts. Suppliers may provide for an alternative notification process for these customers in the terms and conditions of their contracts.

## 12.5 Format of Notice of Disconnection

Any notice sent to a customer regarding disconnection for non-payment of their account must be sent in writing by letter or electronically if the customer has chosen this communication method.

Where a supplier has exhausted its escalation process and intends to initiate a disconnection:

- No disconnection calls will be made on a Friday, Saturday, Sunday, eve of a Public Holiday or a Public Holiday.

For the avoidance of doubt, disconnections for safety reasons to prevent injury to persons or damage to property may be made at any time and are not within the scope of this Disconnection Code of Practice.

- The supplier must provide **at least 5 working days notice** in writing to a **non-household customer** of its intention to request the Electricity Network Operator/Gas network Operator to disconnect supply. The notice must specify the reason for disconnection. However, where the supplier is aware that a non-household customer has gone into liquidation or receivership the notice period is reduced to 2 days or whatever contractual arrangement the supplier may have with the customer.
- For **non-household customers** where a set cost does not apply the notice must specify that **a cost will apply** and customers must be directed to where they will find information on the actual cost in advance of disconnection taking place.
- Where a supplier has added an administrative or other cost to the regulated cost for this action, this must be shown separately on the notice.
- The notice must highlight any charge which may apply to the customer if the disconnection is cancelled or no access is possible at the premises.
- The notice must highlight that the payment of arrears cannot be made to the persons carrying out the disconnection.
- If a customer opts for disconnection it must be made clear that arrears must still be recouped and that standing or other network charges may still apply.

- The notice must specify the contact details of the supplier's debt handling/ credit control/ or appropriate division so that the customer may make contact. The supplier must facilitate customers who wish to pay immediately any bill arrears after the receipt of the notice.

## **12.6 Reconnection**

Where a disconnected customer has reached a settlement with its supplier (through payment plan or payment in full), the customer shall be entitled to be reconnected in line with the terms and conditions offered by the supplier including, where appropriate, the provision of a security bond/deposit or other such measure that is reasonably required to ensure that disconnection for non-payment not will occur in the future.

## **12.7 Records**

A supplier must keep and maintain adequate records of all the steps taken and all considerations made in relation to the disconnection of a customer's account.

## **12.8 Disconnection of a premise with no registered account holder**

The disconnection Code should include a separate section setting out clearly the supplier's process for handling properties where there is no registered account holder.

Where a supplier is supplying a property and the existing account holder has closed their account, the supplier must issue a notice, in writing by letter, to the new occupier of the property in advance of a request to disconnect the property due to no new account holder being registered.

For **non-household customers (where the meter type does not require automatic disconnection on change of tenancy)** that notice should be issued **at least 5 working days** in advance of the request to disconnect the property and the notice should set out that a cost will apply due to disconnection of the premises and should refer the customer to where they can learn more about the actual costs that will apply.

## 13. Code of Practice on Complaint Handling

### 13.1 Definition of a complaint

A complaint is defined as:

*The expression (through various possible channels, letter, email, phone call, physical claim) of a customer's dissatisfaction and his/her explicit expectation for a response or resolution.*

Explicit – the customer states he/she is seeking some action to address his concern, even if he/she is not able to identify and state what action is required.

### 13.2 General

Suppliers are required to provide an easy process for customers to use when they are experiencing difficulties with their electricity/gas supply. The Code of Practice must set out the supplier's complaints handling process and commitments in a step by step easy to follow process using plain English.

The supplier is required to appropriately attempt to resolve all relevant complaints before referring a complaint to the CER. In the event that the customer has completed their supplier's full complaints handling process and is not satisfied with the outcome of their supplier's process, the supplier must close the complaint in writing and make the customer aware that they have the right to refer an unresolved complaint to the CER.

Suppliers are required to accept complaints from third parties who are confirmed as acting on behalf of the customer.

The Code, as a minimum, should include the following;

- an undertaking to provide the customer with a satisfactory explanation of their issue, an apology or some form of redress as appropriate depending on the circumstances and outcome of the complaint.
- details of how to contact the supplier to make a complaint, including any special arrangements for customers who have additional communication requirements and those whose first language is not English if available. At a minimum a customer should be able to initiate their complaint by post and over the phone.
- the procedure for escalating complaints if the customer remains dissatisfied having completed the first step in the complaints process, including a named individual or job title with overall responsibility and contact details for each stage of the process. Suppliers are required to have a minimum of one level

of escalation beyond the first point of contact in the complaints process for customers who believe their complaint has not been dealt with appropriately.

- timescales for each stage of complaint handling and investigation with clear commitments to response times and details of any company standards and payments for failure to respond within the set time. The complaints process should lead to a final answer issuing to the customer within two months, except in cases where the customer is not engaging with the supplier or technical procedures would be required that would extend the time required to reach a decision.
- details of how the CER can assist in resolving complaints which the supplier has not resolved to the customer's satisfaction and how the CER can be contacted. The CER's contact details should appear at the end of the Code as a point of reference for unresolved complaints at the end of the escalation process.
- the arrangements for making charter payments (where applicable) to customers following a failure by the supplier to meet a Guaranteed Standard – including details when such payments may be due and the time limit in which the customer should receive payment.
- the Code of Practice should include commitment to making payment to the customer within 14 days, where the CER has issued a direction for compensation or redress or within one billing period where compensation or redress is in the form of credit to the customer's account.

Where a customer has completed their supplier's complaints handling process and is not satisfied with the outcome, the customer must receive written notice of closure of their complaint from the supplier including details of the CER's Energy Customers Team should they wish to escalate their complaint.

Where the CER is investigating a customer complaint, the supplier must refrain from taking follow up action in relation to any monies that are the subject of dispute. No such action should take place prior to the CER issuing its final decision on the complaint. This does not mean that the supplier cannot follow up additional monies accrued before or after the bill in dispute which remain unpaid. In the event that a particular customer seeks to use the complaints handling process to avoid bill payment, the CER will address this on a case by case basis.

This Code of Practice may include different complaint handling procedures for different customer categories.

## **10. Reporting**

Suppliers will be required to report regularly on compliance with their Codes of Practice and Customer Charter as a condition of their supply licence. Details of the reporting requirements will be set out in the CER's retail market monitoring framework.

## **Appendix A: Door step checklist format – for Household Customers Only**

Suppliers are free to brand the checklist, however the checklist should state the following as is:

### Energy Sales Checklist

The Commission for Energy Regulation requires all suppliers to give potential customers a copy of this checklist before signing them up for an account.

Please go through each question and make sure that the sales agent has covered each step.

Did the agent:

- a) Show you his/her identification card and tell you which company they are working for?
- b) Go through the products on offer and explain the charges to you?
- c) Explain how any discounts will be applied to your account?
- d) Explain the key terms and conditions of supply?
- e) Explain how long the contract applies for?
- f) Explain how you will be billed?
- g) Explain how to make payments on your account and any budgeting options available? By direct debit, in cash
- h) Explain any deposit that may apply to your account?
- i) Explain any penalties that apply if you do not meet the terms of the contract?
- j) Explain how to cancel your contract if you change your mind?
- k) Explain how your existing account will be closed and your new account will be opened
- l) Give you a copy of your contract and the rates that apply to your account or explain how these will be sent to you?
- m) Confirm that you have read and understood this checklist?

If you believe our agent has acted inappropriately or you would like to confirm any aspect of your new account you can contact our customer services team: INSERT SUPPLIER CONTACT DETAILS

## Appendix B: Template forms for priority support or special services – for Household Customers only.

It is expected that suppliers would produce their application forms in a standard format with information presented in an appropriate size and font to allow ease of reading. At a minimum the following information should be included.

Priority Support Register Application Form:

Page 1 Cover	Page 2 Suppliers should include a description of the services they offer to their customers and information on the register on this page
<p style="text-align: center;">Page 3 Specific information required to be on this page</p> <p>Name:</p> <p>Address:</p> <p>Date of Birth:</p> <p>Contact number:</p> <p>Mobile Number:</p> <p>Minicom Number:</p> <p>Email address:</p> <p>MPRN or GPRN:</p> <p>Alternative Contact Person &amp; Address:</p> <p>Contact Number:</p> <p>Equipment Details:</p> <p>Oxygen Concentrator <span style="float: right;">■</span></p> <p>Personal Suction Pump <span style="float: right;">■</span></p> <p>Home Dialysis <span style="float: right;">■</span></p> <p>Peg Tube Feeding Pump <span style="float: right;">■</span></p> <p>Electric Hoist <span style="float: right;">■</span></p> <p>Total Parental Nutrition Machine <span style="float: right;">■</span></p> <p>Ventilator <span style="float: right;">■</span></p> <p>Nebuliser <span style="float: right;">■</span></p> <p>Electronic Pressure Relieving Mattress <span style="float: right;">■</span></p> <p>Household Lift <span style="float: right;">■</span></p>	Page 4 – Return address for form

<p>Other: _____ ■</p> <p>In filling this form you agree to share this information with the Electricity Network Operator. This allows the Electricity Network Operator to provide you with additional services.</p> <p>Signature:</p> <p>Please note you may be asked to provide evidence of your use of this equipment from your doctor</p>	
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Special Services Register Application Form:

Page 1 Cover	Page 2 Suppliers should include a description of the services they offer to their customers and information on the register on this page
<p style="text-align: center;">Part A:</p> <p style="text-align: center;">Information for Special Services Register</p> <p style="text-align: center;">Name:</p> <p style="text-align: center;">Address:</p> <p style="text-align: center;">Date of Birth:</p> <p style="text-align: center;">Contact number:</p> <p style="text-align: center;">Mobile Number:</p> <p style="text-align: center;">Minicom Number:</p> <p style="text-align: center;">Email address:</p> <p style="text-align: center;">MPRN/ GPRN (You will find this number on the top right hand side of your bill):</p> <p style="text-align: center;">Registration Category:</p> <p style="text-align: center;">Deaf or hard of hearing ■</p> <p style="text-align: center;">Blind or Partially Sighted ■</p> <p style="text-align: center;">Elderly (Aged 66 or over, living alone or with other persons over 66 or with minors. ■</p> <p style="text-align: center;">Mobility Impaired ■</p> <p style="text-align: center;">Alternative Contact Person &amp; Address:</p>	Page 4 – Return address for form

Contact Number:

In filling this form you agree to share the information in Part A of the form with the Electricity Network Operator. This allows the Electricity Network Operator to provide you with additional services to suit your customer category.

Part B:

Supplier Services—Suppliers to list service options for customers in this section

**EXAMPLE:**

Account Number:

Braille Bill

Spoken Bill

Large Print

Minicom Contact

SMS Contact

Email Contact

Customer Signature:

Please note you may be asked for proof of status