



Commission for Energy Regulation
An Coimisiún um Rialáil Fuinnimh

ELECTRICITY AND GAS SUPPLIERS' HANDBOOK

2017

Regulating Water, Energy and Energy Safety in the Public Interest

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1. Introduction

1.0 Application

The statements outlined in this section apply to both household and non-household customers.

1.1. The Electricity and Gas Supplier Handbook (the Supplier Handbook) sets out obligations on electricity and gas suppliers under Condition 18 of the Electricity supply licence and Condition 21 of the Natural Gas Supply Licence. Electricity and gas suppliers are required to comply with these obligations when preparing terms and conditions of supply, Codes of Practice and Customer Charters and conducting their electricity and gas supply business. The obligations outlined in this document are not exhaustive but rather describe the minimum level of service that electricity and gas suppliers are required to adhere to in their dealings with energy customers

1.2. The use of the word “customer” in the Supplier Handbook refers to existing and potential customers unless otherwise stated.

1.3. Suppliers must be aware that nothing in the code of practice is intended to, or should be deemed to, constitute an exemption from their legal obligations to comply with any and all relevant legislation, statute, statutory instrument, regulation or order (or any provision thereof) or any subordinate legislation

1.4. Where Suppliers are offering both electricity and natural gas, they may, if they wish, prepare single documents in respect of the standard terms and conditions and/or Code(s) of Practice covering both electricity and gas.

1.5. Where Suppliers are serving both household and non-household customers, they may, if they wish, prepare single documents in respect of each Customer Charter, Code of Practice or set of Terms and Conditions of Supply.

1.6. Suppliers are required to operate in line with any other existing legislation which covers their business.

1.7. The requirements contained in this document do not apply in cases where tampering in relation to their energy account, meter or consumption has been demonstrated to have taken place by ESB Networks or Gas Networks Ireland.

2. Overarching principles

2.0 Application

These principles are aimed at guiding the behaviour of licensed electricity and gas suppliers when interacting with customers whether directly or indirectly. These principles do not relate specifically to any Code of Practice but rather have a general application to all facets of the customer-supplier relationship.

These principles apply to licensed electricity and gas suppliers to household (domestic) and non-household (business / commercial) customers.

2.1 Enforcement

2.1.1 The CER regards the application of these principles as being appropriate where the obligations of the Supplier's Handbook are not sufficient to address a specific situation / aspect of the customer-supplier relationship.

2.1.2 A breach of a principle will be treated as a breach of the Supplier's Handbook, which will be dealt with according to the process in place at the time of the breach.

2.2 Principles

2.2.1 Fair, honest, transparent, reasonable and professional behaviour

Suppliers and their representatives, make every effort to treat energy customers in a fair, honest, transparent appropriate, reasonable and professional manner.

2.2.2 Consistency of terminology

Suppliers strive to ensure consistency, accuracy, clarity and transparency of information across all means of written and oral communications with customers. This includes but is not limited to definitions, terms, words used in bills, statements, terms and conditions of supply, schedule of tariffs and charges, marketing and advertising material.

2.2.3 Internal systems, processes and procedures conducive to compliance with legislative and regulatory requirements

Suppliers' internal systems (such as IT systems, accounting systems), policies (such as credit control, staff training), processes and procedures:

- i. Enable compliance with legislative and regulatory requirements and market design rules
- ii. Facilitate and support the switching process

2.2.4 Customer's nominated representative

When representing customers, energy suppliers and their representatives:

- i. Treat customers fairly, honestly and transparently
- ii. Act in the best interest of the customer
- iii. Do not exploit the customer's vulnerability, confidence or inexperience

3. Suppliers' representatives

3.0 Application

This requirement applies to licensed electricity and gas suppliers to household (domestic) and non-household (business / commercial) customers.

3.1 Enforcement

The CER may audit suppliers on their compliance with this requirement. A breach of this requirement will be treated as a breach of the Supplier's Handbook and will be dealt with according to the process in place at the time of the breach.

3.2 Requirements

a. A supplier's representative means any person or company directly or indirectly authorised or contracted to represent the supplier in its dealings with customers for the provision of regulated products and services. This excludes situations where the supplier does not have an exclusive contract with the representative (e.g. brokers).

b. Where suppliers' representatives interact enter into any arrangements with third parties for activities that involve contact with energy customers (including but not limited to activities such as: marketing and advertising, customer acquisition, debt collection, complaints handling, a registered electricity contractor or registered gas installer installing, modifying or removing a PAYG meter on behalf of the supplier), suppliers must ensure that their representatives adhere to the relevant requirements of the Supplier's Handbook. Any breaches of the Supplier's Handbook by a supplier's representative third party will be considered a breach by the relevant Supplier.

d. Suppliers must put in place and follow procedures which are appropriate for the selection and oversight of suppliers' representatives

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e. Suppliers must provide or procure appropriate training for their representatives. This training must ensure that representatives are compliant with the Supplier's Handbook, relevant CER decisions and current legislation

Requirements for Suppliers of electricity and gas to Household Customers

1.0 Application

The requirements contained in this section of the Supplier's Handbook (i.e. Requirements for Suppliers of electricity and gas to Household Customers) apply to licensed suppliers who supply electricity and gas to households / domestic customers.

1.1 Customer's Charter

1.1.1 Suppliers shall develop a Customer Charter, guaranteeing their Codes of Practice, setting out the services provided and service quality levels offered. The Customer Charter must also set out compensation and refund arrangements which apply if service quality levels are not met. Suppliers shall award customers the amount of payment set out in their Customer Charter where it is found that the guarantee has been broken

1.1.2 Suppliers must have at least 7 service guarantees contained in their Customer Charter, arising from their Codes of Practice. As a minimum, suppliers are required to guarantee their Code of Practice on Marketing and Advertising, Code of Practice on Sign Up, Code of Practice on Billing, Code of Practice on Disconnection, Code of Practice on Vulnerable Customers, Code of Practice Pay As You Go Metering and Budget Controllers and Code of Practice on Complaint Handling.

1.1.3 A penalty of minimum €30 shall apply per guarantee. This payment to the customer is in relation to the guarantee in the Customer Charter only; the customer may still also pursue a complaint with the supplier in relation to further costs associated with the impact of the failure to meet the guarantee.

1.2 General Requirements

1.2.1 Suppliers and their representatives are required to apply the principles of Universal Design¹ as set out in the Disability Act 2005 when implementing the requirements of and developing the services referred to in the Codes of Practice and Customer Charters and in all associated communications with customers.

1.2.2 Suppliers must ensure that the information provided to customers either in writing or verbally via all channels of communication is complete, accurate, transparent and not misleading

1.2.3 Copies of the Codes of Practice and Customer Charter must be available to any person who requests them in an appropriate format and information about how to access them must be brought to the attention of customers at least once a year via written or electronic communication and on sign up.

1.2.4 Where suppliers wish to bring the Terms and Conditions of Supply, Codes of Practice and Customer Charter to the attention of customers in a format other than described at 1.2.2 above, suppliers must obtain the CER's approval for the preferred format.

1.2.5 Suppliers are required to publish their Terms and Conditions of Supply, Codes of Practice and Customer Charters on their website. A link to the place where these documents are stored must be provided in a prominent and easy to identify location on the supplier's homepage.

¹ 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.

1.3 Submissions to the CER

1.3.1 Suppliers must prepare and submit to the CER for approval the following documents:

Suppliers of Household Customers:	Suppliers of Non-Household Customers:
Customer Charter	N/A
Code of Practice on Marketing and Advertising	Code of Practice on Marketing and Advertising
Code of Practice on Sign Up	Code of Practice on 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 Vulnerable Customers	N/A
Code of Practice on Pay As You Go Metering and Budget Controllers (as applicable)	N/A
Code of Practice on Complaint Handling	Code of Practice on Complaints Handling
Terms and Conditions of Supply	N/A

1.3.2 CER Approval

a. Suppliers are required to submit the above listed documents to the CER for approval in advance of publication.

b. In addition Suppliers are required to submit a sample copy of their customer bill for approval.

1.3.3 Any changes to approved documents must be further approved in advance of publication. Editorial changes made by the supplier do not need approval (e.g. correction of typos, changes to names of organisations/departments, phone numbers etc).

1.3.4 Further information is given in relation to the approval of Terms and Conditions of Supply to Household customers in section 13.

2.0 Code of Practice on Marketing and Advertising

2.1 Introduction

2.1.1 The term “marketing” includes but is not limited to advertising, promotions and should be taken broadly to mean any form of direct or indirect communication, whether in writing or not, intended to promote energy products/offers/deals and to influence / inform those to whom it is addressed.

2.1.2 The term “advertising” includes but is not limited to any forms of direct or indirect marketing engaged in by suppliers or third parties acting on behalf of suppliers.

2.2 General requirements

2.2.1 Suppliers must develop a Code of Practice on Marketing and Advertising that protects customers against unwanted, unfair or misleading marketing and advertising methods

2.2.2 Suppliers must adopt a fair and transparent approach to the marketing and advertising of their products and services. 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.

2.2.3. Suppliers must ensure that its employees or representatives / agents do not misrepresent their firm or portray rival suppliers in a negative or inaccurate way.

2.2.4 Suppliers must ensure that their employees or representatives / agents do not exploit a person’s inexperience or vulnerability or apply undue pressure when marketing to a customer.

2.2.5 Suppliers must ensure that the information provided to customers either in writing or verbally through marketing and advertising campaigns is:

- a. complete, accurate, transparent and not misleading in terms of information that is provided or omitted
- b. specifies clearly the offer / product being marketed
- c. communicated in plain and accessible language
- d. relates to the products or services which are appropriate to the customer to whom it is directed
- e. fair in both term of its content and format of presentation

2.2.6 Suppliers are required to publish all publically available tariffs for household customers on their website. Suppliers should ensure that the tariff page bears a self-explanatory title such as Tariffs, includes all publically available tariffs and is easily identifiable and accessible from a prominent position on the home page of their website. The CER considers good practice where customers can access the tariffs page from the suppliers' homepage with no more than 2 mouse clicks.

2.2.7 The CER considers good practice if customers can access the tariff page from the suppliers' homepage with no more than 2 mouse clicks.

2.3 Presentation of information on marketing and advertising material

2.3.1 Suppliers are required to ensure that the following minimum information is included on all marketing and advertising material, including TV and Radio advertisements. This includes but is not limited to TV and Radio ads, suppliers' websites, leaflets, brochures, newspaper advertisements, posters, banners, third parties' marketing and advertising platforms promoting energy offers. Footnotes may also be used for details of the offer e.g. unit rate, standing charge, PSO levy, etc.

- a. Reference to all charges applicable to the offer (i.e. unit rate, standing charge, prepayment charge) and where to access these charges
- b. The estimated annual bill figure.
- c. Where the offer involves discounts or savings presented either in percentages or actual amount, the information must disclose how discounts/savings are calculated and how they apply
- d. The date when all tariffs presented or referred to in the advertisement were in place and that prices are subject to change
- e. The validity period for the offer. If the end date is unknown, the 'valid from' date should be included.
- f. Duration of fixed term contract (if applicable)
- g. Reference to early termination fees, where applicable
- h. Reference that T&Cs apply and how to access the T&Cs

Estimated Annual Bill Figure:

- a. Suppliers are required to display the Estimated Annual Bill on all marketing and advertisements which promote a specific energy offer (s), or include any reference to price / tariffs, discounts, savings or cost. Suppliers are not obligated to present the EAB when these topics are not presented. Also footnotes may be used to provide detail or a link to relevant information on the EAB.
- b. Suppliers are also required to display the Estimated Annual Bill on all adverts including TV and Radio advertisements.

Suppliers are obligated to utilise the following methodology when calculating the Estimated Annual Bill:

- (i) Must be based on updated average consumption figures approved by the CER

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- (ii) Must include all energy costs such as unit rate, standing charge, PSO levy, etc.
- (iii) Must not include monetary value attributed to non-energy related elements by suppliers, their representatives or third parties e.g. loyalty points, non-cash vouchers, cash-back offers, etc.

Suppliers are also required to calculate the Estimated Annual Bill based on the following:

- (i) Where a specific tariff is presented / referenced the EAB must be calculated based on that tariff, or;
- (ii) Where a specific tariff is not presented / referenced, the EAB must be calculated based on the most relevant standard tariff to the consumers that can avail of the offering.

Suppliers are required to display the Estimated Annual Bill on all marketing and advertising material as follows:

- The Estimated Annual Bill should be displayed in the main body of the advertising or marketing material, in a prominent position, and is not to be displayed only in footnotes
- The font of the Estimated Annual Bill figure should be no smaller than the second largest font in the main body of the advertising or marketing material
- Details of the definition of the Estimated Annual Bill, method calculation, etc. can be displayed in footnotes or a reference can be made to more information located on the supplier's website

2.3.2 Suppliers must ensure that reference to the fact that terms and conditions apply and how customers may access these terms and conditions is included on all TV and radio advertisements:

2.3.3 Suppliers are required to make customers aware of any change in conditions which may occur once the period of the promotion / offer expired or any additional terms, conditions or charges which may be associated with the promotion in advance of the customer signing up for it. Where changes in conditions are not known at the time of sign up, the customer must be informed in writing (by email or post) of these changes in advance of their coming into effect and no less than 30 days before the end of the promotional contract.

2.4 Comparisons

These requirements are in addition to the other requirements outlined in this section.

2.4.1 Any comparisons between tariffs must be based on the customer's actual annual consumption or the Estimated Annual Bill and include all other applicable charges (i.e. variable and fixed charges, such as standing charges, prepayment charges, levies, taxes) and energy related discounts (such as cash backs or cash refunds) but exclusive of non-energy related elements (such as loyalty points, vouchers, free or discounted products or services). The calculation of the Estimated Annual Bill must be in line with the requirements set out in Section 2.3.1. Any discounts that expire in less than one year should be identified in any comparison.

2.4.2 Where a supplier is aware that they are comparing their tariff to a tariff that is due to change within the next three months, they must notify the customer of this fact.

2.4.3 Where a supplier compares its tariffs to competitors' tariffs, the following rules must be adhered to:

- i. The comparison must be conducted on a like for like basis
- ii. Information must be dated to show when all tariffs presented were in place

- iii. Customers must be made aware that the competitor's tariffs are subject to change.

2.4.4 Where a supplier is offering discounts or claiming savings based on their own standard unit tariff or a competitor's tariff, it must ensure that the savings amount advertised is achievable / realisable by the customers/group of customers at whom the advertisement is directed.

2.4.5 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 and prepayment charges that the customer will have to pay.

2.4.6 Where a supplier's fixed rate tariff contains components which are or may be subject to change, this must be highlighted clearly in any sales literature and customers must be made aware that these components are subject to change

2.5 Presentation of Information on Tariffs

Suppliers are required to adhere to the following requirements when presenting information on tariffs:

2.5.1 Display tariffs inclusive and exclusive of VAT on a per unit basis.

2.5.2 Show all fixed charges, including but not limited to standing charges and prepayment charges that apply to that tariff as an annual amount inclusive and exclusive of VAT

2.5.3 All energy related charges (variable and fixed charges) should be presented alongside any discounts on unit rates in the same text and font size. Footnotes may be used for details of the offer e.g. unit rate, standing charge, PSO levy, etc.

2.5.4 Show the Estimated Annual Bill associated with each tariff based as detailed in Section 2.3.1.

	Cents per unit		Standing Charge for Year (excl. and incl. VAT)	Pre-payment charge for Year (excl. and incl. VAT)	Estimated Annual Bill
cent/kWh	16.004 (incl. VAT)		€100		

2.5.5 Discounts must be set out clearly in cent per kWh. Discounts offered off the standard unit rate must be calculated and 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.

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

2.5.6 Where a supplier also 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.

2.5.7 Where a supplier is displaying day/night tariffs on a full year basis the number of day and night units must be clear, and may be approved by the CER from time to time.

2.5.8 A supplier must also separately display any additional levy or charge which applies to the account inclusive and exclusive of VAT.

2.5.9 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.

2.5.10 Where a supplier offers a 'green tariff' the supplier must set out the credentials of the tariff (for examples, explain how the tariff is green and differs from its other tariffs).

2.5.11 Where a supplier offers a tariff with a structure that differs from that described herein, the supplier is required to seek approval from the CER directly on a suitable

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presentation. For example: if the supplier wishes to offer a variable tariff with a unit rate that may change weekly, this may require presentation in a different way.

3.0 Code of Practice on Customer Sign Up

3.1 Customer contact

3.1.1 Customer contact by telephone

a. 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:

- i. his or her name; and
- ii. contact number (if requested by the customer); and
- iii. the name of the supplier on whose behalf the call is being made; and
- iv. the purpose of the call.

b. 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.

c. Unless requested by a customer, a supplier must not make a telephone call to a household customer for marketing purposes:

- i. on Christmas Eve
- ii. on any Public or Bank Holiday
- iii. on Sundays
- iv. or outside the following times:
 - o 9am to 9pm weekdays
 - o 9am to 7pm Saturdays

3.1.2 Customer contact in person

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

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- i.** 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
 - ii.** advise the customer of the purpose of the visit/ contact and enquire if the customer wishes to progress further;
 - iii.** provide the customer with a copy of the standard doorstep checklist prior to the commencement of the sales pitch and in advance of any sale being progressed
 - iv.** 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;
 - v.** At any other place, if the customer does not wish to proceed then the supplier must stop their sales pitch.
 - vi.** Suppliers are required as part of the doorstep sign up process to actively confirm that the customer has read and understood the doorstep checklist
 - vii.** The Doorstep Checklist formats for bill pay and pre-pay household customers are enclosed in Appendixes A(a) and A(b)
- b.** Unless requested by a customer, a supplier must not contact a household customer at the customer's premises for marketing purposes:
- i.** on Christmas Eve
 - ii.** on any Public or Bank Holiday
 - iii.** on Sundays
 - iv.** or outside the following times:
 - 9am to 9pm on weekdays
 - 9am to 7pm on Saturdays

3.1.3 Customer contact by e-mail and SMS

a. 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:

- i.** the supplier's name and address; and
- ii.** the supplier's e-mail address or other means of electronic contact; or
- iii.** the supplier's contact number; and
- iv.** an easy method of unsubscribing/ removing their email address from future messages at no cost to the customer.

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

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

3.1.4 Conduct when customers do not wish to be contacted

a. Where a customer has indicated to a supplier orally, in writing, by SMS 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.

b. Suppliers must provide written confirmation that customer details have been removed from the marketing database, if requested by the customer.

3.2 Customer Sign Up

3.2.1 When signing a customer up the supplier must:

Account opening

- a. Ensure that the customer understands which supplier they are opening an account with.
- 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 or is the nominated representative of the person to be the named account holder. A supplier may not open an account without the consent of the person who is to be the named account holder or their nominated representative
- d. Where an account is opened by a nominated representative, a supplier must have the account holder's consent to the opening of an account in their name. This consent must be retained in an auditable format.
- e. 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.
- f. Provide a simple method for customers to add a third party contact to their account.
- g. Explain how the customer's existing account will be closed and the new account will be opened and how existing arrears will be dealt with by the previous supplier
- h. If the customer is in receipt of free gas/electricity allowances, provide information as to the steps they will have to take to ensure they continue to receive the abovementioned allowances.

Information about the product

- a. Go through the energy offer / product that the customer is being signed up to and explain the charges associated with them, including unit rate, standing charge, prepayment charge (where applicable). The information related to these charges must be presented in line with the requirements of the Code of

Practice on Marketing and Advertising (i.e. the standing charge and the prepayment charge must be presented as annual amounts)

- b.** Explain any discount associated with the chosen product and how this will be applied.
- c.** Explain how the customer will be billed, including billing frequency. For PAYG customers, explain how key information about operating the device can be obtained and the frequency of the energy statement
- d.** Explain how the customer can make payment against the bill and any budgeting options available. Confirm that the customer understands that they are switching to a specified product with a specified payment method. Any difference in charges due to a specified payment method must be explained
- e.** Explain how long the contract applies for or whether the contract is evergreen.
- f.** Explain any deposit or charge associated with the product being chosen, where applicable. Where appropriate, suppliers should make customers aware of any social arrangements available in relation to deposits e.g. through the Community Welfare Officer, etc.
- g.** Explain any penalty that may apply if the customer does not meet the terms of the contract (e.g. early termination fees).

Terms and Conditions of Supply

- a.** 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 writing (via post or email)

Cooling off period

- a.** Statutory Instrument S.I. 484 of 2013 – the European Union, Consumer Information, Cancellation and other Rights) Regulation 2013 provides a customer with the right to cancel off premises or distance contracts with a

supplier within 14 days from the day on which the contract is concluded. This is commonly known as the “cooling off period”.

- b.** Suppliers must provide the customer with details regarding the cooling off period that applies, including the conditions, time limit and procedures for exercising the right to cancel a contract with a supplier before the contract is concluded (in line with existing legislation).
- c.** Inform the customer as to when the cooling off period starts (in line with existing legislation).
- d.** The cooling off period shall commence when the customer receives a copy of the necessary documentation, including a copy of the Terms and Conditions of Supply and the cancellation form, as required in relevant legislation (such as the S.I. 484 of 2013)
- e.** Door to door agents must leave a Cancellation Form with the customer, together with the Doorstep Checklist, upon completion of a successful sale. The Cancellation Form must be compliant with relevant legislation.

Vulnerable Customers

- a.** Ascertain whether the customer is eligible to register as a Vulnerable Customer
- b.** Where applicable, inform the customer of the following:
 - i.** The steps they have to take to register on the appropriate register for Vulnerable Customers
 - ii.** The opportunity to avail of alternative means of communication
 - iii.** The opportunity to nominate a third party as a contact point (i.e. relative, family, friend, recognised organisations).

Other information

- a. Debt flagging:**

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

- b.** Additional sign-up requirements applicable to customers who are signed-up to a PAYG meter, both financial hardship and life-style choice.

These requirements are in addition to the requirements outlined above

- i. Assess the suitability of the PAYG meter
- ii. *Suppliers should ensure that adequate and sufficient information in plain and accessible language is easily accessible by the customer. Such information can include: the use of the emergency credit, friendly credit, the period when the supply of energy will not be cut off, what happens at low credit, conditions under which disconnection will occur'*

- c.** Additional sign-up requirements applicable to Vulnerable Customers who are signed up to a PAYG meter, both financial hardship and life-style choice.

These requirements are in addition to **all the requirements** outlined in the sign up process above

- i. inform the customer about the regulatory measures that the CER has put in place to ensure protection of vulnerable customers from disconnection for non-payment of account
- ii. ask the customer to confirm that they understand that they are no longer protected by these measures after the installation of a PAYG meter. The customer's consent must be obtained and retained in an auditable format.

3.3 Retention and win-back activities

3.3 1 When engaging in win-back and retention activities suppliers must comply with the relevant requirements set out in the Code of Practice on Marketing and Advertising and the Code of Practice on Sign Up.

3.3.2 Upon the completion of a successful win-back, suppliers are required to treat this as a new sign up and adhere to all relevant requirements outlined in the sign up process

3.3.3 Suppliers must ensure that the information provided to customers who intend to or have terminated a contract of supply is accurate, not misleading, easy to understand and uses terminology that is consistent with that used at sign up and presented in other relevant documents (such as suppliers' website, schedule of charges etc.)

3.3.4 Suppliers are required to release all necessary information to enable the completion of the switching process (such as the deactivation code) within a specified period of time as directed by the CER, regardless of whether a successful contact has been established with the customer by the expiry of this period of time.

3.3.5 The period of time mentioned at point 3.3.4 above is detailed in Appendix B. This period of time is subject to review in consultation with market participants.

3.3.6 Suppliers are required to release the necessary information to enable the swift and timely completion of the switching process (such as the deactivation code) in a separate communication from retention, win-back or other marketing and advertising activities.

4.0 Code of Practice on Billing

4.1 General

4.1.1 Suppliers must have in place a code of practice setting out their processes in relation to processes including billing, communication of billing information, payment of account, deposit, refund of deposit and credit owed to customers.

4.1.2 Suppliers may prepare a single document to include both the Code of Practice on Billing and the Code of Practice on Disconnections.

4.1.3 Legislative and regulatory requirements for the energy bill (including but not limited to the Energy Efficiency Directive 27/2012/EC and the transposing statutory instrument SI 426 of 2014) also apply to energy statements that suppliers send to PAYG customers, both financial hardship and life style choice.

4.1.4 Suppliers are required to ensure that energy bills and energy statements are amended to reflect relevant CER decision papers which require that specific information be transmitted to customers via the energy bill or the energy statement within the timeframe required therein.

4.1.5 The requirements set out in the remaining sections of the Code of Practice on Billing apply to both energy bills (sent to bill pay customers) and energy statements (sent to pre-payment customers who avail of a pre-paid meter for financial hardship or as a lifestyle choice) unless otherwise stated.

4.1.6 Suppliers are required to ensure that all bills, scheduled or otherwise, in respect of energy consumption 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)

4.1.7 Suppliers are required to 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.

4.1.8 Suppliers are required to 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 must be forwarded to the appropriate Network Operator in line with industry process, within one week, to assist in keeping estimates up to date.

4.1.9 Suppliers are required to ensure that customers receive prompt, regular and scheduled bills for their electricity/gas usage as per the terms and conditions of their contract and current regulatory and legislative obligations.

4.1.10 Suppliers are required to 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.

4.1.11 Where a supplier becomes aware of an unexpected delay in billing a customer that exceeds one full billing period, the supplier must take reasonable steps to contact the customer to notify the customer of the late billing.

4.1.12 Suppliers are required to provide energy billing information and historical consumption, to whatever extent possible, to the customer and to a service provider designated by the customer, in line with minimum requirements to be set out by the CER².

4.1.13 Suppliers are required to ensure that final customers receive their energy bills and billing information free of charge and that final customers also have access to their consumption data in an appropriate way and free of charge, in line with minimum requirements to be set out by the CER³.

² The CER will engage with the industry on the development and implementation of these requirements

³ Idem 4

4.2 Billing Options

4.2.1 Suppliers must provide a choice of billing formats to customers, which includes paper billing.

4.2.2 Where a supplier offers electronic billing to customers, a customer must opt into this type of billing format unless specified at sign up in the supplier's terms and conditions of supply

4.2.3 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.

4.3 Payment Options

4.3.1 Suppliers must ensure that the payment options available to their customers are clearly stated in the terms and conditions of supply

4.3.2 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;
- d) Cash.

4.3.3 Any additional charges applied in relation to a particular payment method must be cost reflective.

4.3.4 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.

4.3.5 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.

4.4. Tariffs & Prices

4.4.1 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.

4.4.2 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).

4.4.3 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)

4.5. Deposit

4.5.1 Suppliers are required to have a fair, transparent and reasonable policy to determine the amount requested from customers as deposit. The policy must be available in an appropriate format to any person who requests it.

4.5.2 Where a supplier chooses to request a deposit from a customer at sign up, the deposit should be credited to the next energy bill where the customer has met their credit terms within the previous twelve months (i.e. if the customer pays monthly, the deposit should be credited on the thirteenth energy bill; if the customer is billed every two months the deposit should be credited on the seventh bill).

4.5.3 Suppliers are required to indicate to customers of the fact that their deposit has been returned on the next bill or energy statement. Customers may be given the choice to request this as a direct refund of the entire amount via cheque, electronic credit transfer, postal money order.

4.5.4 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

4.5.5 Where appropriate, suppliers should make customers aware of any social arrangements available in relation to deposits e.g. through the Community Welfare Officer, etc.

4.6. Information on the energy bill and energy statements

4.6.1 Information is required to be presented on bills and energy statements under the same names as presented in tariff schedules, terms and conditions of supply and other relevant documents.

4.6.2 The following information must be placed on the front page of the energy bill and energy statement in a manner that allows the customer to find it easily:

- a. Customer name and address (billing address and supply address where different)
- b. Customer account number
- c. Electricity Network Operator/Gas Network Operator's emergency/fault reporting contact number

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- d. Meter/Gas Point Registration Number (MPRN/GPRN)
- e. DUoS Category Code (Electricity customers)
- f. Metering Configuration Code (Electricity customers)
- g. Profile Code (Electricity customers)
- h. Meter Number (NDM Gas Customers)
- i. AC Band (Gas Customers)
- j. 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)

- k. 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

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

GPRN

AC Band	Meter Number/SPRN
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4.6.3 Other information required on the energy bill and energy statement. These requirements are in addition to the requirements set out in section 8.2 above.

- a. Period to which the energy bill / energy statement relates to and the date of issue
- b. Customer's tariff category / name
- c. The date upon which payment is due (where applicable)
- d. Comparison of the current energy consumption with consumption for the same period in the previous year, preferably in graphic form, in line with minimum requirements to be set out by the CER⁴.
- e. Contact information for final customers' organisations, energy agencies or similar bodies, including website addresses, from which information may be obtained on available energy efficiency improvement measures, comparative end-user profiles and objective technical specifications for energy-using equipment, in line with minimum requirement set out by the CER.
- f. Contact information for independent consumer advice centres, energy agencies or similar institutions, where they can obtain advice on available energy efficiency measures, benchmark profiles for their energy consumptions and technical specifications of energy using appliances that can serve to reduce the consumption of these appliances, in line with minimum requirements to be set out by the CER⁵.
- g. Meter readings, upon which the bill is based, including an indication whether the readings are (a) an actual reading, (e) an estimate (by supplier or MRSO/GPRO), or (c) a reading submitted by a customer. The meaning of a, c or e must be explained on the bill

⁴ The CER will engage with the industry for the development and implementation of these requirements

⁵ Idem 6

- h.** 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).
- i.** 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).
- j.** 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.
- k.** Any Levy amount applied to the customer's bill
- l.** VAT as a separate line item
- m.** Total amount due for the supply of electricity/gas in that period.
- n.** 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.
- o.** A List of payment options.
- p.** Suppliers name and contact details (Post/Phone/Fax/e-mail/web-site).
- q.** Credit control contact details and hours of operation where different to the general contact details.
- r.** Explanation of Public Service Obligation Levy (electricity only), carbon Tax (Gas Only) and any other standard notice requirements (e.g. Vat Registration Number).
- s.** Electricity or Gas Network Operator's contact number, where a supplier does not propose to act on a customer's behalf for network related issues.
- t.** Information regarding Fuel Mix as required by the CER (Electricity Customers)

- u. All other information required by the CER in decision papers to be communicated to customers via energy bills

4.6.4 Dual Fuel Billing

a. Where a supplier chooses to offer a dual fuel account, all information requirements as set out in section 8.3 must be met.

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

c. Where charges for electricity and natural gas are presented on two separate bills 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.

d. Where a supplier offers a dual fuel account, it must be clear to the customer how payment is allocated against the account for gas and/or electricity. The supplier must make it clear to the customer how their account will be managed in the event that the customer does not pay their bill in full. This will, as a minimum, include:

- i. how any part-payments will be allocated and, specifically whether they will be allocated against a specific fuel or against an overall balance on the account. How payments are allocated should be set out clearly on sign up and shown on the customer's account statement
- ii. if applicable, how any transfer of arrears between energy accounts will be carried out

e. Where the supplier has commenced its disconnection process for non-payment of account, all conditions set out below must be followed in relation to each of the fuels on the account.

f. In addition, where the account is operated based on a single balance rather than as two separate accounts with two separate disconnection processes, the customer must be given the opportunity to nominate the fuel against which they are to be disconnected first. This should be in writing and should be included at the minimum in at least one of the attempts that suppliers are required to make in writing in order to contact the customer prior to disconnection, as set out in the Code of Practice on Disconnection.

4.7 Closing Account & Issuing Final Bill

4.7.1 The Code of Practice on Billing 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

4.7.2 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.

4.7.3 A supplier may request a closing meter read from a customer in order to close their account. A supplier may not keep a customer's account open and bill the customer **indefinitely** for continued consumption where the customer has made contact to close their account but has been unable to provide a meter reading

4.7.4 Suppliers are required to put in place a process to deal with situations where the customer has notified the supplier that they wish to close their account but were unable to provide meter reads. This process may include following the standard procedure for properties with no registered account holder or actively engaging with the customer until a satisfactory outcome is reached before closing the account

4.7.5 Suppliers must not levy any charges or penalties where the customer is unable to provide meter reads and accepts an estimated read provided by the supplier

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

4.7.7 Where a customer has switched supplier or closed their account the final closing bill will be issued not later than six weeks from the effective date of the change of supplier or account close 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

4.7.8 The final energy bill or energy statement shall include information about any credit due to the customer and how this can be refunded.

4.7.9 Any refund due to the customer should be refunded no later than 2 months from the date when the final energy bill or energy statement was issued providing the customer has contacted the Supplier to notify them how / where he / she wants the refund. The refund method must be reasonable, transparent and free of charge

4.7.10 Suppliers are encouraged to adopt a proactive and customer centred policy and adequate internal processes and systems for refund of credit owed to customers. At the minimum, suppliers are required to notify customers who are owed a refund of this fact and the actions that customers need to take to be refunded.

5.0 Code of Practice on Disconnections

5.1 General

5.1.1 Suppliers must have in place a code of practice setting out their processes in relation to disconnection for non-payment of account.

5.1.2 Suppliers may prepare a single document to include both the Code of Practice on Billing and the Code of Practice on Disconnections.

5.1.3 Disconnection of a customer due to non-payment of account must only be carried out as a last resort.

5.1.4 Suppliers are required to conduct their energy supply business in such a manner that minimises the number of customers that are disconnected for non-payment of account. 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.

5.2 Arrears and arrangements for identifying and dealing with customers in difficulty

5.2.1 The word disconnection in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non-payment. The requirements in relation to disconnection notification do not apply to customers who are using a prepayment meter or a budget controller to pay for their electricity or natural gas.

5.2.2 Suppliers are required to provide customers who have difficulties in paying their bills with options to avoid disconnection of energy supply. Suppliers are further required to offer these customers guidance relation to how to manage their arrears

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and ongoing bill payments, contact details of agencies who may be able to help (such as MABS, Social Welfare Office and recognised charities, recognised agencies who can provide energy efficiency advice)

5.2.3 Suppliers are required to implement procedures for dealing with customers having difficulty paying and the options available for these customers so as to avoid disconnection of supply.

5.2.4 Suppliers are required to ensure that customers with repayment difficulties who contact the supplier will be made to feel that their case is heard sympathetically and that offers of repayment will be carefully considered

5.2.5 Suppliers are required to advise and encourage customers to contact them at an early stage if they are experiencing difficulty making payment on their bill.

5.2.6 Suppliers must direct customers to a copy of their Code of Practice on Disconnection 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.

5.2.7 Suppliers are required to facilitate customers who wish to nominate a third party to represent them in dealing with their energy account, such as money advisory agencies (i.e. MABS), a recognised charity or Social Welfare Representative.

5.2.8 Where appropriate suppliers must refer a household customer for guidance to his/her local MABS office or an appropriate alternative.

5.3 Payment Plans

5.3.1 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 and, where appropriate, engage

with a money advisor acting on behalf of the customer. E.g. MABS, a recognised charity or third party

5.3.2 Where appropriate and feasible, suppliers are required to offer customers experiencing difficulties in paying their energy bills a prepayment meter or budget controller

5.3.3 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.

5.3.4⁶ Suppliers are required to implement a clear, transparent and fair policy to ensure that the customer's ability to pay is taken into account when setting debt payment arrangements, including the debt recovery rate for PAYG meters

5.3.5⁷ In developing this policy, suppliers should take into account the following principles:

1. Appropriate credit control policy and trained personnel

- a. Disconnection for non-payment of account is the last resort and keeping the customer on supply is the main objective
- b. Personnel are appropriately trained to deal with customers in financial difficulty and achieve the objectives of the supplier's policy
- c. Deal with customers who experience financial difficulties in paying their energy bills on a case-by-case basis
- d. Offers of repayment are carefully considered

⁶ This is the proposed formulation of the requirement. Readers are referred to the Code of Practice on Disconnection for Household Customers section of the Decision and Further Consultation Paper for further details.

⁷ Idem

2. Proactive engagement with customers who are experiencing difficulties in paying their energy bills

- a. Engage with customers who are experiencing difficulties in paying their energy bills at an early stage to avoid the accumulation of debt
- b. Review measures of proactive engagement on a regular basis to ensure that they are fit for purpose
- c. Take reasonable steps to understand, using all available information regarding the customer's situation

3. Customer's ability to pay

- a. Provide clear guidance and training to personnel to ensure effective engagement with the customer in order to ensure sufficient information is provided to develop a workable, fair and transparent debt recovery plan
- b. Hear each case sympathetically and, where appropriate, provide customer with information on relevant third parties which may be able to assist (i.e. recognised charities, Community Welfare Office, MABS)
- c. Explore and develop options for repayment of debt together with the customer to achieve a successful outcome

4. Repayment arrangements based on the customer's ability to pay

- a. Reasonable and affordable debt recovery arrangements which take into account the customer's circumstances
- b. Upfront payments are presented as an option not as an obligation

5. Customer's understanding and agreement

- a. Confirm that the customer understands and agrees with the debt repayment arrangements and how the debt will be repaid
- b. Communicate the repayment arrangements to the customer in an appropriate format
- c. Provide information on next steps

6. Monitor repayment arrangements

- a. Monitor repayment arrangements (honoured and failed arrangements for credit customers and top—ups for PAYG customers)
- b. Take reasonable steps to find out why repayment arrangements have failed
- c. Monitor honoured and failed repayment arrangements to understand patterns and review the policy

5.3.6 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 (via post or electronic mail), 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.

5.4 Disconnection Procedure

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

- a. Failure to pay a bill relating to the supply of electricity/gas;
- b. 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;
- c. No registered occupant at the property;
- d. 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

- e. Where a supplier has entered into a payment plan with a customer and that customer fails to honour that plan.

5.4.2 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:

- a. Where a customer has entered into a payment plan with the supplier and is honouring that arrangement;
- b. 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;
- c. 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;
- d. 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);
- e. For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances⁸, (e.g. access to read a meter is refused);
- f. 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;

⁸ 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.

- g.** During the winter months (1st November to 31st March) where a person appropriately registered with their supplier in accordance with the requirements of the Code of Practice for Vulnerable Customers.
- h.** Where a customer is a member of any category of customer that the CER may specify from time to time.

5.5 Process for disconnection due to non-payment of account

5.5.1 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. At the minimum, this process must include:

- a.** contacting and notifying the customer to inform them they are in arrears (in writing and other formats)
- b.** providing information on any options the customer has to make payment and providing contact details for customers wishing to enter into a payment plan
- c.** where appropriate and feasible in the case of household customers how to arrange to have a pre-payment meter or budget controller installed.

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

- a.** 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)
- b.** At least two additional attempts to contact the customer, this could be by telephone, email, text message or another format used by the supplier
- c.** Each attempt to contact the customer should take place no less than three working days apart

5.6 Format of Notice of Disconnection

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

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

- a. 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.
- b. 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.
- c. The notice must specify the **actual cost** of disconnection and reconnection.
- d. 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.
- e. 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.
- f. The notice must highlight that the payment of arrears cannot be made to the persons carrying out the disconnection.
- g. The notice must provide the contact details for a nominated support agency to be agreed with the CER as appropriate

- h. If a customer opts for disconnection it must be made clear that arrears must still be recouped and that standing charges may still apply.
- i. 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

5.6.3 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.

5.7 Vulnerable Customers

5.7.1 Where a supplier is made aware that a registered vulnerable customer may be at high risk due to disconnection outside the requirements set out in the Code of Practice on Vulnerable Customers and relevant legislation, 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.

5.7.2 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 Reconnection

5.8.1 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

5.8.2 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.

5.8.3 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.

5.9 Records

5.9.1 Supplier must keep and maintain adequate records of all the steps taken, all communication sent and received and all considerations made in relation to the disconnection of a customer's account.

5.9.2 Suppliers are required to instruct their staff and representatives in relation to any arrangements or agreements in place between the suppliers and customer protection agencies relevant to dealing with customers in financial hardship. Any information provided on the role of these agencies should be provided by the agency

itself. Details of how to contact these agencies should be provided to the customer as appropriate.

5.10 Disconnection of a premises with no registered account holder

5.10.1 Suppliers are required to set out clearly the supplier's process for handling properties where there is no registered account holder

5.10.2 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

5.10.3 Where a supplier chooses to disconnect the premises for reason of no registered account holder the notice referred to above should be issued **at least 10 working days** in advance of the request to disconnect the property. The notice should set out the costs which will be incurred due to the disconnection / reconnection 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.

5.10.4 Supply of premises with no registered account holder under a deemed contract is further dealt with in Section 9.2.

6.0 Code of Practice on Complaint Handling

6.1 Definition of a complaint

6.1.1 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. The term explicit denotes that 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

6.2.1 Suppliers are required to provide an easy process for customers to use when they are experiencing difficulties with their electricity/gas supply. Suppliers are required to notify customers of their complaints handling process and commitments regarding resolution of complaints in a step by step easy to follow process.

6.2.2 Suppliers are required to appropriately attempt to resolve all relevant complaints before referring a 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

6.2.3 Suppliers are required to:

- a. 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

- b.** provide customers with 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, over the phone or by electronic communication
- c.** notify their customers of 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
- d.** notify their customers of the 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
- e.** provide their customers with 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

- f. 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
- g. commit 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.

6.2.4 Where a customer has completed their supplier's complaints handling process, 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

6.2.5 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. Suppliers are entitled to 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

6.2.6 Suppliers' Code of Practice on Complaint Handling may include different complaint handling procedures for different customer categories

6.2.7 Suppliers are required to respond to the CER's Final Decision to a complaint resolution within three weeks from the date of the Final Decision, confirming that the CER's Final Decision has been implemented.

7.0 Code of Practice for Vulnerable Customers

7.1 Definition of a vulnerable customer

7.1.1 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.

The definition of vulnerable customers provided above originates in the definition of vulnerable customers provided in the S.I. No. 463 of 2011. This piece of legislation places a set of obligations on suppliers in relation to the treatment of vulnerable customers

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

7.2 Guidelines on Vulnerable Customers

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

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

7.2.3 Suppliers are required to adhere to the following rules when supplying vulnerable customers. These rules are legislative obligations set out in S.I. 463 of 2011

- a. establish, maintain and regularly update a register (“Priority Services Register”) of its customers who are vulnerable customers that are critically dependent on electrically powered equipment
- b. establish, maintain and regularly update a register (“Special Services Register”) of its customers who are vulnerable customers that are particularly vulnerable to natural gas or electricity disconnection during winter months
- c. take reasonable steps to identify household customers who should be included on a Priority Services or Special Services Register
- d. ensure that data contained on a Priority Services or Special Services Register is forwarded to the distribution system operator for inclusion on an industry register as appropriate
- e. ensure that customers on a Priority Services Register are not disconnected or de-energised at any time for reasons of non-payment of bills
- f. ensure that a customer on a Special Services Register shall not be disconnected or de-energised during the winter months for reasons of non-payment of bills, and
- g. provide an annual report to the Commission on the measures it has taken under this Regulation.

7.2.4 Additional measures of protection for vulnerable customers are included under different Codes of Practice in the Supplier’s Handbook (such as additional protection measures in relation to the sign up of vulnerable customers, under the Code of Practice on Marketing and Advertising, or in relation to vulnerable customers on PAYG meters under the Code of Practice on PAYG Metering and Budget Controllers).

7.3 General

7.3.1 Suppliers are required to put in place adequate systems and processes which ensure that registered vulnerable customers are not disconnected during the periods of time as outlined in the relevant sections of this Code and in legislation. The word “disconnection” in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non-payment of account

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

7.3.7 The Code of Practice for Vulnerable Customers must be brought to the attention of customers via written or electronic communication sent to customers at least once a year and on sign up

7.3.8 Identification of Vulnerable Customers at Sign Up

Suppliers are required to take reasonable steps to identify customers who are eligible to register as vulnerable customers. This, at the minimum, should include the following:

- a. Ensure that appropriate and relevant questions and information to identify vulnerable customers are included on all written and oral communications provided to customers at sign up. This includes but is not limited to sign up / registration forms, sales scripts, online sign up facilities, welcome packages, customer agreement forms etc.
- b. Ensure that the information mentioned at (a) above includes reference to the measures that the CER has put in place to protect Vulnerable Customers against disconnections

- c. Ensure that the information mentioned at (a) above includes reference to the Code of Practice on Vulnerable Customers and how to access it
- d. Ensure that the information and questions provided to customers in relation to eligibility for registration as vulnerable customers is in accordance with relevant legislative requirements and instructions issued by the CER.

7.4 Registration Forms

7.4.1 Suppliers may use one form for registering customers on each register or may use separate forms. Suppliers must ensure that the registration form/s used for the registration and identification of vulnerable customers comply with relevant legislative requirements and CER instructions.

7.4.2 The CER recommends that registration forms related to registration on the Priority Services Register do not limit customers' ability to add a type of electrically powered equipment that they may be dependent on. Appendix C includes basic template information.

7.4.3 Suppliers are required to provide customers with an easy and free of charge process for registration as vulnerable customers. At the minimum, suppliers must ensure that customers have a free and easy way to access, receive, complete and return registration forms.

7.4.4 Suppliers are required to develop and implement adequate and efficient processes to address cases where customers provide verbal notification of vulnerability but fail to complete or return completed and signed registration forms. These processes should be aimed at reducing the risk of failure to register a vulnerable customer and increasing the possibility of identifying customers who are eligible to be registered as vulnerable.

7.4.5 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 Changes in type of vulnerability

7.5.1 Suppliers are required to implement adequate and efficient processes to assess whether there have been changes in the status of vulnerable customers registered on their supply. These processes should be aimed at ensuring that vulnerable customers are on the appropriate register. This is in addition to the obligation to bring the Codes of Practice to the attention of customers once per annum and at sign up.

7.6 Vulnerable Customers on PAYG meters

7.6.1 These requirements apply where vulnerable customers avail of a PAYG meter for financial hardship and as a lifestyle choice

7.6.2 These requirements are in addition to the requirements included in the Code of Practice on PAYG Metering and Budget Controllers

7.6.3 It is suppliers' responsibility to implement adequate and efficient processes to ascertain the suitability of PAYG meters for vulnerable customers

7.6.4 It is recommended that PAYG meters are not offered to customers who are eligible to register on the Priority Services Register

7.6.5 Suppliers are required to implement adequate and efficient processes to ensure that vulnerable customers on PAYG meters are provided with information on what to do if the PAYG meter is no longer suitable for use on grounds of

vulnerability. For example, the processes may consist of a written notification (sent via post or electronic communication such as email or SMS text, on the energy statement or on the top up receipt)

7.6.6 Suppliers are required to implement fit-for-purpose processes to address cases where it becomes apparent that a PAYG meter is no longer suitable for a vulnerable customer post sign up. These processes should be aimed at minimising the risk of interruption in supply and provide an adequate solution for the customer's energy needs

7.6.7 Suppliers must not levy penalty fees (including early termination fees, meter removal fees) on PAYG customers who terminate a contract of supply where the PAYG meter is no longer suitable for use due to their vulnerability.

7.7 Customers with additional communication requirements

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

7.7.2 Suppliers are required to develop an adequate method of communicating with customers with vision impairments and hearing 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

7.7.3 The CER recommends that suppliers take reasonable steps to engage with accredited relevant agencies in developing these methods of communications referred to above, such as the National Disability Association, recognised charities and organisations for the protection of people with visual and hearing impairments.

7.7.4 The following is the list of communications to be provided, as a minimum, in appropriate format customers with visual and hearing impairments:

- a.** Household Customer Terms & Conditions
- b.** Customer Charter
- c.** Customer Codes of Practice
- d.** Household Tariff Information
- e.** The energy bill and the energy statement
- f.** Personalised Household Customer Communications (as approved by the CER)
- g.** Outage Notification
- h.** Any letter to a customer informing them of a change in services or tariff
- i.** Any insert to customers that has been required by the CER

7.8 Third Party Representation

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

8.0 Code of Practice on Pay As You Go Metering and Budget Controllers

8.1 General

8.1.1 These guidelines apply to the use of all Pay As You Go metering and budget controllers, where they are installed by the electricity or natural gas Distribution System Operators on behalf of licensed suppliers or budget controller solutions installed directly by the supplier

8.1.2 Suppliers are required to ensure that customers who avail of a PAYG meter or budget controller (for financial hardship and as lifestyle choice), receive the billing information as set out in relevant legislation

8.1.3 Legislative and regulatory requirements for the energy bill (including but not limited to the Energy Efficiency Directive 2012/27/EC and the transposing statutory instrument SI 426 of 2014) apply to energy statements that suppliers are required to send to PAYG customers, both financial hardship and life style choice.

8.1.4 Energy statements sent to both lifestyle choice and financial hardship customers must be compliant with obligations arising from CER decision paper that impact on the content of the energy bill.

8.1.5 Suppliers must provide the following information to all customers using a PAYG meter or a budget controller:

- a. A written explanation of what a prepayment meter or a budget controller is and how it operates. 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

- b.** Clear statement that the energy supply is cut off if there is no credit on the PAYG meter or the budget controller
- c.** 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.
- d.** The frequency and content of statements or bills which the supplier will issue.
- e.** Details of how to access information on approved vending facilities in the customer's area, including the location and hours available.
- f.** Details of the impact of purchasing from unapproved vending facilities (where applicable).
- g.** 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)
- h.** The amount of emergency credit available on the Pay As You Go meter/ budget controller and an explanation of how emergency credit is accessed and replenished.
- i.** 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.
- j.** 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 built up a large credit on their account and wish to have this credit refunded to them without changing supplier.

- k. Clear statement in plain English that the CER has put in place measures to protect vulnerable customers against disconnections and that these measures will no longer apply where customers avail of a PAYG meter or a budget controller. This means that the electricity or gas supply will be cut off regardless of the period of the year if there is no credit in the PAYG meter or the budget controller.
- l. Clear statement in plain English that that budget controllers and PAYG meters may not be suitable for some vulnerable customers. In cases where the prepaid meter or budget controller was installed for reasons of financial hardship, suppliers must notify customers that wherever possible alternative arrangements will be offered (E.g. flexible payment plans)
- m. 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.
- n. Suppliers should refer to measures and provisions that relate to vulnerable customers including recognition that PAYG budget controllers may not be suitable for such customers. The Code should explain that wherever possible alternative arrangements will be offered e.g. flexible payment plans.

8.1.6 Where a PAYG meter or budget controller is being installed for a customer who has outstanding debt, suppliers must ensure that:

- a. Where a customer is repaying a debt they must receive a statement of consumption, debt outstanding, debt repaid and payments made 3 times a year
- b. Up to a maximum of 25% of a single customer vend can be attributed to debt recovery

c. Customers receive 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.

d. Customers receive details of how they 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.

e. Customers receive information on how the supplier will address debit balances on a customer's account if they change supplier. Where a Budget Controller is installed, customers should be provided with information in relation to how the supplier will address the situation where a customer has built up a debt due to a difference between the customer's credit meter and their budget controller.

8.1.7 Before a prepayment meter/ budget controller is installed

a. 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, an auditable record of permission from the owner/landlord of the property should be retained

b. 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

c. As guidelines, it is recommended that PAYG meters and budget controllers are not suitable for customers eligible to register on the Priority Services Register, most particularly those who are critically dependent on electrically powered equipment.

8.1.8 Where meter has been installed for a customer who has outstanding debt:

- a. Suppliers to provide the CER with details of their debt recovery process.
- b. 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
- c. 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
- d. 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.
- e. 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.

8.1.9 Where a prepayment meter or a budget controller has been installed

Budget controllers only:

- a. Suppliers should ensure that 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.
- b. 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.

c. Suppliers must flag to the appropriate DSO 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.

8.1.10 Emergency Credit

Emergency credit will be set on the prepayment meter/ budget controller by the Distribution System Operator or a qualified and accredited installer. 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.

8.1.11 Eligibility

a. Where the cost of installation is socialised (free of charge to the customer), suppliers must ensure that budget controllers/ prepayment meters are only installed in cases where a customer is in genuine financial hardship. A customer is taken to be in genuine financial hardship if s/he is unable to make payments against their bills without assistance and are finding himself / herself in constant arrears

b. In order to identify customers who need these meters suppliers are expected, where possible, to work with MABS and accredited charities 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

c. 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.

8.1.12 Tariffs

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

9.0 Terms and Conditions of Supply for Household Customers

9. Terms and Conditions of Supply for Household Customers

9.1 General

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

b. Suppliers must ensure that the Terms and Conditions of Supply are compliant with existing customer protection legislation and do not limit or delay the customers' ability to switch energy suppliers, receive monies owed in refunds from suppliers or avail of the cooling off period. This includes but is not limited to cases where suppliers require a period of notice prior to switching from customers who are not in a fixed term contract, or cases where the configuration of suppliers' internal systems and processes results in a delayed release of the deactivation code or refund of credit due to customers

c. Suppliers are required to ensure that all supplier charges relevant to the supply of energy, applicable during and at the termination of the energy supply contract (including unit rate, standing charge, prepayment charge, PAYG meter installation / removal charge, charges for the replacement of top -up cards etc.) are brought to the attention of customers in writing, via post or electronic mail, at sign up, together with the Terms and Conditions of Supply.

d. These charges must be presented in a manner consistent with other relevant documents (such as energy bills, schedule of charges, Terms and Conditions of Supply etc.)

9.2 Content of Standard Terms and Conditions

9.2.1 Suppliers are required to include a separate section dealing with Deemed Contracts in their Terms and Conditions of Supply. At the minimum, this section should include the following information:

- a. The definition of deemed contract
- b. A statement of the rights and obligations of customers supplied under a deemed contract
- c. A statement that customers supplied under a deemed contract are free to enter into a contract of supply with the current supplier or with another supplier
- d. The charges applicable under a deemed contract

9.2.2 The standard terms and conditions must include, at least:

- a. the identity, address and contact details of the supplier
- b. 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
- c. 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;
- d. the means by which up-to-date information on all applicable tariffs and charges may be obtained;
- e. the duration of the contract (i.e. specified term, “evergreen” etc.), the conditions for renewal and termination of services and of the contract;
- f. 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;

- g.** details of any penalty clauses which may apply to the contract must be highlighted within the terms and conditions. Suppliers are further required to
- h.** ensure that penalties for breach of contract are not disproportionate and unduly onerous.
- i.** 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 must include, **at minimum, at least two of the following methods:**
- Website
 - Mass media (i.e. TV, radio, newspaper advertisement)
 - On or with the bill
 - SMS text message, email, letter
 - Notification on the top-up
- j.** Suppliers shall provide customers with a copy of the amended Terms and Conditions of Supply at least 28 days before the change comes into effect
- k.** Suppliers are required to send customers a written notification either separately (via post or, for those customers who have signed up for electronic billing, by email) or on a prominent position on the bill and display the following information no less than 30 days prior to and no more than 60 days in advance of the expiry of a fixed term contract (the 30 Days Notice). At the minimum, suppliers are required to include the following information in this notice:
- (i) Date when the customer's fixed-term contract is due to expire
 - (ii) Estimated annual bill for the customer's current energy plan (based on updated CER approved annual consumption figures)

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- (iii) Charges currently being paid by the customer (unit rate, standing charge, prepayment rate, etc.) Footnotes are acceptable for this information
 - (iv) Estimated annual bill for the customer's new tariff based on the CER approved annual consumption figures, if remaining as a customer of the supplier
 - (v) This exact text: 'Is this the right tariff for you? You can shop around for a better deal.'
 - (vi) This exact text: 'There are no penalties for switching when your contract expires.'
 - (vii) A reference to the section of the CER's website where information can be found on accredited price comparison websites and licensed suppliers
- I. Suppliers are required to issue a written notification or email on an annual basis either separately (via post or, for those customers who have signed up for electronic billing, by email) or in a prominent position on the bill and display the following information on the annual prompt:
- (i) Statement that the customer has been on the same energy tariff for the past 3 years or more
 - (ii) Charges currently being paid by the customer (unit rate, standing charge, prepayment rate, etc.) Footnotes are acceptable for this information
 - (iii) Estimated annual bill for the customer's current energy plan (based on updated CER approved annual consumption figures)
 - (iv) This exact text: 'Is this the right tariff for you? You can shop around for a better deal.'
 - (v) This exact text: 'There are no penalties for switching when your contract expires.'
 - (vi) A reference to the section of the CER's website where information can be found on accredited price comparison website and licensed suppliers

- m. 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
- n. 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)
- o. 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,
- p. the method of initiating procedures for settlement of complaints including reference to the supplier's complaints handling Code of Practice;
- q. 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.
- r. that a customer shall not be charged for changing supplier;
- s. 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;
- t. 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.)*

- u. 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.
- v. the supplier's conditions for the renewal and termination of the contract including the connection and disconnection of customers. This section should set out clearly any steps the customer must take in order to close their account in line with section 6.6 of the billing code.

9.2.3 Additional Terms and Conditions

a. 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.

b. 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.

c. 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 and no more than 60 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.

- e. Where customers need to have access to specific information in order to switch **away** from a supplier (such as the deactivation code in the case of electricity PAYG lifestyle customers), suppliers must include all necessary

information to enable the completion of the switching process in their Terms and Conditions of Supply, together with how this information may be obtained.

- f. 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.

9.2.4 Approval Process

The CER will review suppliers' terms and conditions to establish:

- a. That the minimum requirements set out in the Supplier's Handbook have been met.
- b. 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.
- c. 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.
- d. That it is clear from the terms and conditions what obligations the customer faces in relation to payment terms, closure of account and in the event of default, any action leading to disconnection.

Requirements for Suppliers of Non-household Customers

10.0 Application

The requirements contained in this section of the Supplier's Handbook (i.e. Requirements for Suppliers of electricity and gas to Household Customers) apply to licensed suppliers who supply electricity and gas to non-household / business customers.

10.1 Suppliers must have at least 5 service guarantees, arising from their Codes of Practice. As a minimum, suppliers are required to guarantee their Code of Practice on Marketing and Advertising, Code of Practice on Sign Up, Code of Practice on Billing, Code of Practice on Disconnection and Code of Practice on Complaint Handling.

11.0 General Requirements

11.1 Supplier must ensure that the information provided to customers either in writing or verbally via all channels of communication is complete, accurate, transparent and not misleading

11.2 Copies of the Codes of Practice must be available to any person who requests them in an appropriate format

12.0 Submissions to the CER

Suppliers must prepare and submit to the CER the following documents:

Suppliers of Household Customers:	Suppliers of Non-Household Customers:
Customer Charter	N/A
Code of Practice on Marketing and Advertising	Code of Practice on Marketing and Advertising
Code of Practice on Sign Up	Code of Practice on 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 Vulnerable Customers	N/A
Code of Practice on Pay As You Go Metering and Budget Controllers (as applicable)	N/A
Code of Practice on Complaint Handling	Code of Practice on Complaints Handling
Terms and Conditions of Supply	N/A

12.1 Any changes to approved documents must be further approved in advance of publication

13.0 Code of Practice on Marketing and Advertising

13.1 Introduction

13.1.1 The term “marketing” includes but is not limited to advertising, promotions and should be taken broadly to mean any form of direct or indirect communication, whether in writing or not, intended to promote energy products/offers/deals and to influence / inform those to whom it is addressed.

13.1.2 The term “advertising” includes but is not limited to any forms of direct or indirect marketing engaged in by suppliers or third parties acting on behalf of suppliers.

13.2 General requirements

13.2.1 Suppliers must develop a Code of Practice on Marketing and Advertising that protects customers against unwanted, unfair or misleading marketing and advertising methods

13.2.2 Suppliers must adopt a fair and transparent approach to the marketing and advertising of their products and services. 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

13.2.3. Suppliers must ensure that its employees or representatives / agents do not misrepresent their firm or portray rival suppliers in a negative or inaccurate way

13.2.4 Suppliers must ensure that their employees or representatives / agents do not exploit a person's inexperience, inexperience or vulnerability or apply undue pressure when marketing to a customer

13.2.5 Suppliers must ensure that the information provided to customers either in writing or verbally through marketing and advertising campaigns is:

- a. complete, accurate, transparent and not misleading in terms of information that is provided or omitted
- b. specifies clearly the offer / product being marketed
- c. communicated in plain and accessible language
- d. relates to the products or services which are appropriate to the customer to whom it is directed
- e. fair in both term of its content and format of presentation

13.3 Presentation of information on marketing and advertising material

13.3.1 Suppliers are required to make customers aware of any change in conditions which may occur once the period of the promotion / offer expired or any additional terms, conditions or charges which may be associated with the promotion in advance of the customer signing up for it. Where changes in conditions are not known at the time of sign up, the customer must be informed in writing (by email or post) of these changes in advance of their coming into effect and no less than 30 and no more than 60 days before the end of the promotional contract.

13.3.2 Comparisons

These requirements are in addition to the other requirements outlined in this section.

a) Where a supplier is aware that they are comparing their tariff to a tariff that is due to change within the next three months, they must notify the customer of this fact.

b) Where a supplier compares its tariffs to competitors' tariffs, the following rules must be adhered to:

- i.** The comparison must be conducted on a like for like basis
- ii.** Information must be dated to show when all tariffs presented were in place
- iii.** Customers must be made aware that the competitor's tariffs are subject to change.

13.3.3 Where a supplier is offering discounts or claiming savings based on their own standard unit tariff or a competitor's tariff, it must ensure that the savings amount advertised is achievable / realisable by the customers/group of customers at whom the advertisement is directed.

13.3.4 Where a supplier's fixed rate tariff contains components which are or may be subject to change, this must be highlighted clearly in any sales literature and customers must be made aware that these components are subject to change.

13.5 Presentation of Information on Tariffs

Suppliers are required to adhere to the following requirements when presenting information on tariffs:

13.5.1 All energy related charges (variable and fixed charges) should be presented alongside any discounts on unit rates in the same text and font size.

13.5.2 Discounts must be set out clearly and transparently.

13.5.3 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

13.5.4 Where a supplier offers a 'green tariff' the supplier must set out the credentials of the tariff (for examples, explain how the tariff is green and differs from its other tariffs).

14. Code of Practice on Customer Sign Up

14.1 Customer contact

14.1.1 Customer contact by telephone

a. 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:

- i. his or her name; and
- ii. contact number (if requested by the customer); and
- iii. the name of the supplier on whose behalf the call is being made; and
- iv. the purpose of the call.

b. 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.

14.1.2 Customer contact in person

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

- i. 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
- ii. advise the customer of the purpose of the visit/ contact and enquire if the customer wishes to progress further;
- iii. 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;
- iv. At any other place, if the customer does not wish to proceed then the supplier must stop their sales pitch.

14.1.3 Customer contact by e-mail and SMS

a. 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:

- i.** the supplier's name and address; and
- ii.** the supplier's e-mail address or other means of electronic contact; or
- iii.** the supplier's contact number; and
- iv.** an easy method of unsubscribing/ removing their email address from future messages at no cost to the customer.

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

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

14.1.4 Conduct when customers do not wish to be contacted

a. Where a customer has indicated to a supplier orally, in writing, by SMS 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.

b. Suppliers must provide written confirmation that customer details have been removed from the marketing database, if requested by the customer.

14.2 Customer Sign Up

14.2.1 When signing a customer up the supplier must:

Account opening

- a. Ensure that the customer understands which supplier they are opening an account with.
- b. Confirm that the person opening the account has the authority to open an account at the premises 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 including billing frequency.
- 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. Any difference in charges due to a particular payment method must be explained.
- 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 within the sign up process. 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. Explain how the customer's existing account will be closed and the new account will be opened.

15.0 Code of Practice on Billing

15.1 General

15.1.1 Suppliers must have in place a code of practice setting out their processes in relation to processes including billing, communication of billing information, payment of account, deposit, refund of deposit and credit owed to customers

15.1.2 Suppliers may prepare a single document to include both the Code of Practice on Billing and the Code of Practice on Disconnections

15.1.3 The requirements set out in the Energy Efficiency Directive (2012/27/EU including Annex VII) and the relevant transposing statutory instrument (S.I. 426 of 2014) in respect of energy bills and billing information also apply to energy statements that suppliers are required to send to customers who avail of a pre-payment meter

15.1.4 Suppliers are required to ensure that energy bills and energy statements are amended to reflect relevant CER decision papers which require that specific information be transmitted to customers via the energy bill or the energy statement within the timeframe required therein

15.1.5 The requirements set out in the remaining sections of the Code of Practice on Billing apply to both energy bills (sent to bill pay customers) and energy statements unless otherwise stated

15.1.6 Suppliers are required to ensure that all bills, scheduled or otherwise, in respect of energy consumption 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)

15.1.7 Suppliers are required to 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

15.1.8 Suppliers are required to 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 must be forwarded to the appropriate Network Operator in line with industry process, within one week, to assist in keeping estimates up to date

15.1.9 Suppliers are required to ensure that customers receive prompt and regular scheduled bills for their electricity/gas usage as per the terms and conditions of their current regulatory and legislative obligations.

15.1.10 Suppliers are required to issue scheduled bills to customers in line with their terms and conditions of their contract and relevant legislation

15.1.11 Where a supplier becomes aware of an unexpected delay in billing a customer that exceeds one full billing period, the supplier must take reasonable steps to contact the customer to notify the customer of the late billing

15.2 Billing Options

15.2.1 Where a supplier offers electronic billing to customers, a customer must opt into this type of billing format unless specified at sign up in the supplier's terms and conditions of supply

15.3 Payment Options

15.3.1 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.

15.4. Tariffs & Prices

15.4.1 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).

15.4.2 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).

15.4.3 Gas Customers Only: Where revised SPC and AQ's have been issued for a customer that will have a material effect on the customer's tariff category or charges, the supplier will notify the customer of the revised allocations within the timeframe to allow the customer to appeal the revised figure with BGN.

15.4.4 Suppliers are required to publish a high level statement regarding the methodology used to determine energy tariffs for non-household customers on their website. The statement should document the considerations of suppliers when setting energy tariffs for different categories of non-household customers and should be accompanied by the CER's Information Note 'Pass Through Costs for Business Electricity Customers' published annually.

15.5. Deposit

15.5.1 Suppliers are required to have a fair, transparent and reasonable policy to determine the amount requested from customers as deposit and refund of deposit.

15.5.2 The policy must be available in an appropriate format to any person who requests it. To ensure accessibility, a link must be provided from the suppliers' website to the place where this policy is stored.

15.6. Information on the energy bill and energy statements

15.6.1 Information is required to be presented on bills and energy statements under the same names as presented in the terms and conditions of supply and other relevant documents

Electricity and Gas Supplier Handbook

Requirements for Suppliers of electricity and gas to Non Household Customers

Code of Practice on Customer Billing

15.6.2 The following information must be placed on the front page of the energy bill and energy statement in a manner that allows the customer to find it easily:

- a. Customer name and address (billing address and supply address where different)
- b. Customer account number
- c. Electricity Network Operator/Gas Network Operator's emergency/fault reporting contact number
- d. Meter/Gas Point Registration Number (MPRN/GPRN)
- e. DUoS Category Code (Electricity customers)
- f. Metering Configuration Code (Electricity customers)
- g. Profile Code (Electricity customers)
- h. Meter Number (NDM Gas Customers)
- i. AC Band (Gas Customers)
- j. SPRN (DM&LDM Gas customers)
- k. 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)

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

GPRN	
AC Band	Meter Number / SPRN

For DM and LDM gas customers the following format should be used:

GPRN	
AC Band	SPRN
AQ	SPC

15.6.3 Other information required on the energy bill and energy statement. These requirements are in addition to the requirements set out in section 8.2 above.

- a. Period to which the energy bill / energy statement relates to and the date of issue
- b. Customer's tariff category / name
- c. The date upon which payment is due (where applicable)
- d. Comparison of the current energy consumption with consumption for the same period in the previous year, preferably in graphic form, in line with minimum requirements set out by the CER.
- e. Meter readings, upon which the bill is based, including an indication whether the readings are (a) an actual reading, (e) an estimate (by supplier or MRSO/GPRO), or (c) a reading submitted by a customer. The meaning of a, c or e 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

- f.** Clear calculations of the amount due for electricity/gas supplied, (giving units, multipliers, rates etc. where appropriate), including any rebates or penalties, (where applied directly to the bill), standing charge and any other amounts being invoiced being clearly separated (e.g. servicing).
- g.** 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).
- h.** 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.
- i.** Any Levy amount applied to the customer's bill
- j.** VAT as a separate line item.
- k.** Total amount due for the supply of electricity/gas in that period.
- l.** 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.
- m.** Details of payment options.
- n.** Suppliers name and contact details (Post/Phone/Fax/e-mail/web-site).
- o.** Credit control contact details and hours of operation where different to the general contact details.
- p.** Explanation of Public Service Obligation Levy (electricity only), carbon Tax (Gas Only) and any other standard notice requirements (e.g. Vat Registration Number).
- q.** Electricity or Gas Network Operator's contact number, where a supplier does not propose to act on a customer's behalf for network related issues.
- r.** Information regarding Fuel Mix as required by the CER (Electricity Customers

- s. All other information required by the CER in decision papers to be communicated to customers via energy bills

15.7 Dual Fuel Billing

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

15.7.2 Where charges for electricity and natural gas are presented on two separate bills 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.

15.7.3 Where a supplier offers a dual fuel account, it must be clear to the customer how payment is allocated against the account for gas and/or electricity. The supplier must make it clear to the customer how their account will be managed in the event that the customer does not pay their bill in full. This will, as a minimum, include:

- i. how any part-payments will be allocated and, specifically whether they will be allocated against a specific fuel or against an overall balance on the account. How payments are allocated should be set out clearly on sign up and shown on the customer's account statement

15.7.4 Where the supplier has commenced its disconnection process for non-payment of account, all conditions set out section 17.2 must be followed in relation to each of the fuels on the account.

15.8 Closing Account & Issuing Final Bill

15.8.1 The Code of Practice on Billing 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

15.8.2 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.

15.8.3 A supplier may request a closing meter read from a customer in order to close their account. A supplier may not keep a customer's account open and bill the customer **indefinitely** for continued consumption where the customer has made contact to close their account but has been unable to provide a meter reading

15.8.5 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 supplier, occupant or account holder has been registered at the MPRN/GPRN

15.8.6 Where a customer has switched supplier or closed their account the final closing bill will be issued not later than six weeks from the effective date of the change of supplier or account close 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

Suppliers are encouraged to take reasonable steps to notify customers who are owed a refund after the closing of their account of this fact and the actions customers need to take to be refunded.

17.0 Code of Practice on Disconnections

17.1 General

17.1.1 The word disconnection in this Code refers to locking/unlocking, de-energisation/re-energisation and disconnection for non-payment. The requirements in relation to disconnection notification do not apply to customers who are using a prepayment meter or a budget controller to pay for their electricity or natural gas. Suppliers must have in place a code of practice setting out their processes in relation to disconnection for non-payment of account.

17.1.2 Suppliers may prepare a single document to include both the Code of Practice on Billing and the Code of Practice on Disconnections.

17.1.3 Suppliers are required to implement procedures for dealing with customers having difficulty paying and the options available for these customers so as to avoid disconnection of supply.

17.1.6 Suppliers are required to specify conditions for renewal and termination of services or contract (or both), including in relation to the disconnection and reconnection of final customers.

17.1.7 Disconnection of a customer for non-payment of account may only be carried out in line with the supplier's terms and conditions of supply.

17.2 Disconnection Procedure

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

- a. Failure to pay a bill relating to the supply of electricity/gas;
- b. 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;
- c. No registered occupant at the property;
- d. In line with terms and conditions of supply which may require this;
- e. Where the supplier has entered into a payment plan with the customer and the customer has failed to honour the plan
- f. 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.

17.2.2 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:

- a. Where a customer has entered into a payment plan with the supplier and is honouring that arrangement
- b. 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;

- c. 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;
- d. 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 electricity appliance / gas boiler or any service given outside the supply of electricity / gas);
- e. For failure to pay a bill based on a regular estimate unless it is fair and reasonable in the circumstances⁹,(e.g. access to read a meter is refused);

17.2.3 Process for disconnection due to non-payment of account

a. 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. At the minimum, this process must include:

- i. contacting and notifying the customer to inform them they are in arrears (in writing and other formats)

b. Where appropriate, if the customer wishes to nominate a third party to represent them, this must be facilitated

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

d. The above requirement (7.2.3 c) does not apply to LEU or LDM electricity and natural gas customers, or to large customers 9QH or DM electricity and natural gas

⁹ 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.

customers) who have individually negotiated contracts. Suppliers may provide for an alternative notification process for these customers in the terms and conditions of the supply contract

17.3 Format of Notice of Disconnection

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

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

- a. No disconnection calls will be made on a, Saturday, Sunday, eve of a Public Holiday or a Public Holiday
- b. 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
- c. The supplier must provide **at least 5 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
- d. Where the supplier is aware that a non-household customer has gone into liquidation or receivership, the notice period is reduced to 2 working days or whatever the contractual arrangements exist between the supplier and the customer. This requirement does not apply to LEU or LDM electricity and natural gas customers who have negotiate contracts individually. Suppliers may provide for an alternative notification process for these customers in the terms and conditions of their supply contracts

- e. Where a set cost does not apply, the notice must specify that a cost will apply and customers must be directed to where they can find information on the actual cost in advance of disconnection taking place
- f. 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.
- g. 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.
- h. The notice must highlight that the payment of arrears cannot be made to the persons carrying out the disconnection.
- i. If a customer opts for disconnection it must be made clear that arrears must still be recouped and that standing charges and network charges may still apply.
- j. 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

17.4 Reconnection

17.4.1 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 terms and conditions of the contract of supply 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 will not occur in the future

17.5 Records

17.5.1 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.

17.6 Disconnection of a premises with no registered account holder

17.6.1 Suppliers are required to set out clearly the supplier's process for handling properties where there is no registered account holder

17.6.2 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

17.6.3 For non-household customer, where the meter type does not require automatic disconnection on change of tenancy, the notice should be issued at least 5 working days in advance of the request to disconnect the premise. The notice should set out clearly that a cost will apply for disconnection of the premises and should refer the customer to where they can access more information about the costs that will apply

18.0 Code of Practice on Complaint Handling

18.1 Definition of a complaint

18.1.1 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.

The term *explicit* denotes that 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.

18.2 General

8.2.1 Suppliers are required to provide an easy process for customers to use when they are experiencing difficulties with their electricity/gas supply.

18.2.2 Suppliers are required to appropriately attempt to resolve all relevant complaints before referring a 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

18.2.3 Suppliers are required to:

- a. 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

- b.** provide customers with 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, over the phone or by electronic communication
- c.** notify their customers of 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
- d.** notify their customers of the 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
- e.** provide their customers with 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 Customer Care Team 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

- f. 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
- g. commit 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.

18.2.4 Where a customer has completed their supplier's complaints handling process, the customer must receive written notice of closure of their complaint from the supplier (by letter or email) including details of the CER's Customers Care Team should they wish to escalate their complaint

18.2.5 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. Suppliers are entitled to 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

18.2.6 Suppliers' Code of Practice on Complaint Handling may include different complaint handling procedures for different customer categories

18.2.7 Suppliers are required to respond to the CER's Final Decision to a complaint resolution within three weeks from the date of the Final Decision, confirming that the CER's Final Decision has been implemented.

19.0 Requirements for Reporting for All Suppliers

19.1 Reporting

9.1.1 Suppliers will be required to report regularly on compliance with their applicable Codes of Practice as a condition of their supply licence.

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APPENDIX A (a)

DOORSTEP CHECKLIST FORMAT FOR HOUSEHOLD CUSTOMERS ONLY

BILL PAY ENERGY

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

Bill Pay Energy Door to Door Sales Checklist

The Commission for Energy Regulation requires all suppliers to give you a copy of this checklist before you sign up.

Please read each question

Did the sales agent :

- a) Explain the energy offer / product you are being signed up to?
- b) Provide you with information about all charges that apply to this offer / product, including: standard unit rate and standing charge?
- c) Provide you with a copy of the energy rates which apply with this energy offer?
- d) Explain how any discounts will apply?
- e) Explain how you will be billed, such as paper bill or electronic bill?
- f) Tell you how to pay the bill, such as payment over the counter, by direct debit or level pay?
- g) If you need to pay a deposit and how much the deposit may be?
- h) Tell you how long the contract applies for?
- i) Explain to you what penalty charges apply if you terminate the contract prior to the expiry date?

- j) Explain to you that you have a specific number of days cancellation period and how to cancel the contract if you change your mind?
- k) Give you a copy of the Terms and Conditions of Supply or explain how these will be sent to you? The Terms and Conditions of Supply must be

sent to you in writing, either by post or by email

- I) Enquire whether you are eligible to register as a Vulnerable Customer and provide you with relevant information regarding registration as Vulnerable Customer?

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

If you are dissatisfied with the manner in which our sales agent has presented the energy offer/product or treated you during the sales pitch you can contact our customer service team: **INSERT SUPPLIER CONTACT DETAILS**

DRAFT

APPENDIX A (b)

DOORSTEP CHECKLIST FORMAT FOR HOUSEHOLD CUSTOMERS ONLY

PREPAY ENERGY

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

Energy Door to Door Sales Checklist – Prepay Energy

The Commission for Energy regulation requires all suppliers to give you a copy of this checklist before you sign up.

Please read each question carefully. If you do not feel comfortable answering YES to all the questions below please ask the door to door sales person to provide you with the relevant information again.

Did the agent:

- a) Explain the energy offer / product you are being signed up to?
- b) Provide you with information about all charges that apply to this offer / product, including unit rate, standing charge and prepayment charge?
- c) Provide you with a copy of the energy rates which apply with this offer / product?
- d) Explain how any discounts will apply?
- e) If you need to pay a deposit and how much the deposit will be?
- f) Tell you how long the contract applies for?
- g) Explain what penalty charges apply if you terminate the contract prior to the expiry date (such as early termination fee)?
- h) Explain that you have a set number of days cancellation period and how to cancel the contract if you change your mind?
- i) Give you a copy of the Terms and Conditions of Supply or explain how these will be sent to you? The Terms and Conditions of Supply must be sent to you in writing, via post or email.

- j)** Assess whether the PAYG meter is suitable for use in your household?
- k)** Explain how you will be charged for energy and how to ensure that there is sufficient credit in the PAYG meter so that the electricity/gas supply is not cut off?
- l)** Tell you that the electricity/gas supply will be cut off if you run out of credit?
- m)** Explain to you how to access Emergency Credit?
- n)** Enquire as to whether you are eligible to register as a vulnerable customer?
 - iv. If you are eligible to register as a Vulnerable Customer and wish to have a PAYG meter installed, did the sales agent inform you of the specific measures that the CER has put in place to protect Vulnerable Customers?
 - v. Did the sales agent ask you to confirm in writing that you understand that you may not be covered by specific protection measures put in place by the CER for Vulnerable Customers?

If you like to confirm any aspect of your new account you can contact our customer service team: INSERT SUPPLIER CONTACT DETAILS

If you are dissatisfied with the manner in which our sales agent has presented the energy offer/ product or treated you during the sales pitch you can contact our customer service team: INSERT CONTACT DETAILS

Appendix B – requirements regarding the timing for the release of the deactivation code

Suppliers are required to issue the deactivation code no later than 10 days of the receipt of the MM110 market message.

The CER will continue to monitor and review the outcomes of the implementation of this requirement and issue further guidelines that may be required on this matter from time to time, in consultation with the industry.

APPENDIX C

Template forms for priority support or special services – for Household Customers only.

It is expected that suppliers would produce their application form/s 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:

<p>Page 1 Cover</p>	<p>Page 2 Suppliers should include a description of the services they offer to their customers and information on the register on this page</p>
<p>Page 3 Specific information required to be on this page</p> <p>Name: Address: Date of Birth: Contact number: Mobile Number: Minicom Number: Email address: MPRN or GPRN: Alternative Contact Person & Address: Contact Number: Equipment Details: Oxygen Concentrator Personal Suction Pump</p>	<p>Page 4 – Return address for form</p>

Home Dialysis

Peg Tube Feeding Pump

Electric Hoist

Total Parental Nutrition Machine

Ventilator

Nebuliser

Electronic Pressure Relieving Mattress

Household Lift

Other: _____

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.

Signature:

Please note you may be asked to provide evidence of your use of this equipment from your doctor

Special Services Register Application Form:

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

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

APPENDIX D

Glossary

AC Band	Annual Consumption Band – natural gas
AQ	Annual Quantity – natural gas
Debt Flagging	System to notify suppliers that a customer switching to them has an existing debt with their previous supplier. Code published in CER/11/181
DM	Daily Metered gas customer
Doorstep Checklist	A checklist to be presented by sales agents to customers when selling energy products to them as set out in CER/11/057
DSO	Distribution System Operator
DUoS	Distribution Use of System charges
Electricity Network Operator	ESB Networks
Electricity Supply Licence	Electricity Supply

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Appendix C

	Licence published by CER on 27 th February 2012
ESBN	ESB Networks
Gas Network Operator	Gas Networks Ireland
Gas Supply Licence	Gas Supply Licence published by CER on 27 th February 2012
GNI	Gas Networks Ireland
GPRN	Gas Point Registration Number
GPRO	Gas Point Registration Operator
Industry Agreed Consumption Figures	Annual consumption figures that will be agreed with industry members at the appropriate industry forum
Industry Code for Presentation of Historical Consumption Information	The industry code that will be developed setting out information that suppliers are required to provide to their customers on their historical consumption. To be developed at the appropriate industry forum.
LDM	Large Daily Metered

Electricity and Gas Supplier Handbook

Requirements for Suppliers of electricity and gas to Non Household Customers

Appendix C

	Gas Customers
LEU	Large Electricity users
MABS	Money Advice and Budgeting Service
MPRN	Meter Point Registration Number
MRSO	Meter Registration System Operator
NDM Customers	Non-daily metered gas customers
QH	Quarter Hourly electricity customer
SMS	Text message
SPC	Supply Point Capacity
SPRN	Supply Point Registration Number
TSO	Transmission System Operator
Universal Design	The design of products or services in line with NSAI Swift 9 – Universal Design for Energy Suppliers
Winter Months	1 st November to 31 st March