

Annex A: EMA's Response to Industry Feedback on Modifications to the Code of Conduct for Retail Electricity Licensees

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1	1.3.1 "business day" means, where expressed by reference to a person in Singapore, any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in the jurisdiction of that person;	-	-	<p>EMA will make amend the definition of "business day" as follows to align with the definition adopted in the Market Support Services Code and Regulated Supply Service Code.</p> <p>"business day" means, where expressed by reference to a person in Singapore, any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in the jurisdiction of that person;</p>
2	<p>1.3.1 "Default Supply Arrangement" means the supply of electricity from the applicable Market Support Services Licensee:</p> <p>(a) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and</p>	PacificLight Energy Pte Ltd	<p>We propose the modification shown in red below to give clarity that the regulated electricity tariff is not determined by MSSL.</p> <p>"Default Supply Arrangement" means the supply of electricity from the applicable Market Support Services Licensee:</p> <p>(a) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such regulated tariff as may be set from time to time by the applicable Market</p>	<p>For consistency with the Electricity Act and the Electricity (Contestable Consumers) Regulations, the word "regulated" is not included in the reference to the "tariff" charged by the Market Support Services Licensee for the purpose of this Code.</p>

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	(b) in the case of a consumer who does not fall within subsection (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee;		Support Services Licensee for non-contestable consumers;	
3	1.6.3 Notwithstanding section 1.6.1, if the Authority deems that urgent modifications to this Code is necessary to protect the interest of the consumers, the Authority may make modifications to this Code by undertaking the process set out in section 1.6.1(a) to (d) except that the time period referred to in section 1.6.1(a)(iii) shall be reduced from 28 calendar days to 3 business days. The requirement under section 1.6.1(e) for a minimum number of days to elapse before the coming into effect of any modification to this Code shall not apply to these urgent modifications. Such modifications shall come into force on such date as determined by the Authority in its sole discretion.	Seraya Energy Pte Ltd	Geneco proposes 5 BD for any urgent changes. Certain code changes could have an impact on the existing system, sufficient time should be given for testing and implementation.	EMA will call for urgent Code modifications only when necessary to protect the interests of consumers. In determining the effective date of any urgent Code modification, EMA will definitely take into consideration the impact on retailers, including potential IT system changes.
4		Hyflux Energy Pte Ltd	<p>In earlier consultation, we have asked what type/s of circumstance that EMA foresee, that requires an urgent code modification.</p> <p>3 BD of consultation is still too short, unless it is only a technical amendment with no ramification for retailers. More importantly, retailers may not be able to implement any modifications with immediate effect as some would require communications with external vendors. If anything, the retailer's ability to meet the new code, for such urgent modifications, shall be on a best endeavors basis.</p>	
5		Singnet Pte Ltd	SingNet is concerned that three (3) business days is a drastic reduction from 28 calendar days, and may not be sufficient for Licensees to react to, and implement. the necessary "urgent code modification processes". This is especially	


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			<p>depending on the type of modification and the scope of business processes that are impacted.</p> <p>While SingNet duly recognises the EMA's need for flexibility, SingNet submits that the EMA consider:</p> <ul style="list-style-type: none"> - the reduction be reduced and observed (e.g. to 21 calendar days) before further reduction: - if a reduced, "urgent modification" is required, for EMA to derive in discussion with Licensees a list of modifications types that will qualify for urgent treatment; and - a reconsideration process be laid out for such exceptional "urgent modifications". 	
6		Tuas Power Supply Pte Ltd	<ul style="list-style-type: none"> • It depends on the type of modification for retailers to react or implement the change. Example change of system, more time is required. And if there's changes to product duration, which had already been advertised, it is additional cost to make changes. • Should there be any modification required, it would be better if EMA can discuss with Retailers to allow retailers to react to the 	

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			<p>modification and facilitate the changes effectively.</p> <ul style="list-style-type: none"> For the purpose of the modification to code, without industry consultation, TPS propose a 5 – 7 days' notice period. 	
7	<p>2.1.4 In the event a Licensee's approval to retail electricity is suspended by the Authority under section 2.1.3, the Licensee shall continue to comply with its obligations under all its subsisting contracts with the consumers and in respect of each of the following categories of consumers, the Licensee shall:</p> <p>Prospective consumers described in Section 2.1.2(a) and 2.1.2(b)</p> <p>(a) until such suspension is revoked or lifted, not make any offer to sell to, or enter into any contract with, any consumer and cease all marketing activities to retail electricity to any consumer described in Section 2.1.2(a) or 2.1.2(b), in which case the Licensee may continue to market and make offer to sell to, and enter into any contract with, such consumer;</p>	-	-	<p>EMA will make the following amendments to improve the clarity of this section:</p> <p>2.1.4 In the event a Licensee's approval to retail electricity is suspended by the Authority under section 2.1.3, the Licensee shall continue to comply with its obligations under all its subsisting contracts with the consumers and in respect of each of the following categories of consumers, the Licensee shall:</p> <p>Prospective consumers described in Section 2.1.2(a) and 2.1.2(b)</p> <p>(a) until such suspension is revoked or lifted, not make any offer to sell to, or enter into any contract with, any consumer and cease all marketing activities to retail electricity to any consumer described in Section 2.1.2(a) or 2.1.2(b), in which case the Licensee may continue to market and make offer to sell to, and enter into any contract with, such consumer;</p>

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8	<p>2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed or acknowledged and accepted (whether by hand, electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p> <p>(a) comply with relevant legislation, the provisions of the Licensee's electricity licence and this Code;</p> <p>(b) include, without limitation, provisions that require:</p> <p>(i) the parties to the contract to acknowledge that modifications may be made to this Code from time to time by the Authority in accordance with this Code;</p> <p>(ii) the Licensee to promptly notify the consumer of any modifications that may be made to this Code from time to time by the Authority;</p> <p>(iii) the parties to the contract to be bound by any applicable modification made to this Code from time to time unless the Authority, when publishing the modification, specifies that this is not to be the case;</p>	Sembcorp Power Pte Ltd	<p>We would like to propose the changes (in red) as shown below to align with our proposed change in Clause 2.10.3:</p> <p>d) set out the circumstances where the consumer may be transferred to the Market Support Services Licensee under the Default Supply Arrangement without the consumer's prior consent, for example where the consumer has not elected to renew the contract (with a right to renew) or fails to notify the Licensee of his election as per section 2.10.3; and</p>	<p>EMA has no objection to remove the quoted examples in section 2.5.2(b)(d) to avoid confusing the reader.</p> <p>In addition, EMA will make the following amendments to section 2.5.2(b)(iv) and section 2.5.2(e) to improve clarity:</p> <p>2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed or acknowledged and accepted (whether by hand, electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p> <p>(a) comply with relevant legislation, the provisions of the Licensee's electricity licence and this Code;</p> <p>(b) include, without limitation, provisions that require:</p> <p>(i) the parties to the contract to acknowledge that modifications may be made to this Code from time to time by the Authority in accordance with this Code;</p> <p>(ii) the Licensee to promptly notify the consumer of any modifications that may be made to this Code from time to time by the Authority;</p>

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	<p>(iv) the Licensee (and the consumer to permit the Licensee) to notify the applicable Market Support Services Licensee that the consumer will commence purchasing electricity from the Licensee as of the effective date of the contract;</p> <p>(c) set out such information and terms as may be specified by the Authority;</p> <p>(d) set out the circumstances where the consumer may be transferred to the Market Support Services Licensee under the Default Supply Arrangement without the consumer's prior consent, for example where the consumer has not elected to renew the contract (with a right to renew) or fails to notify the Licensee of his election as per section 2.10.3; and</p> <p>(e) set out the following clause, or clauses to similar effect, pertaining to the transfer of its consumers' contact information to the Market Support Services Licensee: "The Licensee is required by the Authority to transfer the consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the Market Support Services Licensee to facilitate the</p>			<p>(iii) the parties to the contract to be bound by any applicable modification made to this Code from time to time unless the Authority, when publishing the modification, specifies that this is not to be the case;</p> <p>(iv) the Licensee (and the consumer to permit the Licensee) to notify the applicable Market Support Services Licensee that the consumer will commence purchasing electricity from the Licensee as of the date mutually agreed between the Licensee and the consumer for the Licensee to commence selling electricity to the consumer effective date of the contract;</p> <p>(c) set out such information and terms as may be specified by the Authority;</p> <p>(d) set out the circumstances where the consumer may be transferred to the Market Support Services Licensee under the Default Supply Arrangement without the consumer's prior consent, for example where the consumer has not elected to renew the contract (with a right to renew) or fails to notify the Licensee of his election as per section 2.10.3; and</p> <p>(e) set out the following clause, or clauses to similar effect, pertaining to the transfer of its consumers' contact information to the Market Support Services Licensee:</p>

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	implementation of the Retailer of Last Resort (RoLR) Framework.”			“The Licensee is required by the Authority to transfer the consumer’s contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the Market Support Services Licensee to facilitate the implementation of the Retailer of Last Resort (RoLR) Framework. ”
9	2.6.3 A Licensee shall invoice the consumer only for the term of the contract with the consumer.	Hyflux Energy Pte Ltd	<p>Clarification:</p> <p>A Licensee should also be allowed to invoice the consumer during the period after the contract expires and before the consumer confirms the supply arrangement (ie renew the contract with the retailer, or contract with another retailer etc), or before the consumer is transferred to MSSL under DSA so long as it is clearly stated in the contract how the consumer will be charged during this period.</p> <p>This is to cater to situations where either the consumer is uncontactable for a period of time, or did not make a decision in time for a re-contract or switching to other options amongst others.</p> <p>For avoidance of doubt, a Licensee may also invoice the consumer after the contract expires for periods in the contract term, for eg, upon receipt of billing adjustments from MSSL for the period of consumption estimation.</p>	This section specifies that a retailer can only invoice consumers for the electricity services received during the contract term/duration. This does not restrict the retailer to issue the relevant invoice after the contract term/duration has ended.

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11	2.6.5 Upon the expiry or termination of the contract, the Licensee shall issue to the consumer the final invoice within 10 business days from the date the Licensee receives the relevant invoice from the Market Support Services Licensee. If for any reason the Licensee's final invoice cannot be issued within such period, the Licensee shall within that same period notify the consumer of the [expected] date of issuance of the final invoice. Such notification by the Licensee may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).	SP Services Pte Ltd	<p>SP Services would like to highlight that it is not feasible to issue the final invoice to consumers within the stipulated time frame. This would depend on the consumer's move-out date, whether the move out is for all services or only electricity service, the next scheduled meter reading date as well as the billing cycle for other utility services.</p> <p>SP Services can comply with the stipulated time frame only under Scenarios 1 to 3, but not under Scenario 4 (only the electricity account is moved out). Under Scenario 4, the final charges for electricity are jointly invoiced to the consumer along with the charges for other utility services i.e. consumer's next periodic bill. Please refer to the attached for the scenarios.</p> <div data-bbox="925 911 1126 1035">  <p>SPS - Scenarios for Final Billing.pdf</p> </div>	<p>Taking into account the feedback, EMA will increase the timeframe from 10 business days to 12 business days as follows:</p> <p>2.6.5 Upon the expiry or termination of the contract, the Licensee shall (except where the Licensee has engaged the Market Support Services Licensee to invoice the consumer on the Licensee's behalf) issue to the consumer the final invoice within 10 12 business days from the date the Licensee receives the relevant invoice from the Market Support Services Licensee. If for any reason the Licensee's final invoice cannot be issued within such period, the Licensee shall within that same period notify the consumer of the [expected] date of issuance of the final invoice. Such notification by the Licensee may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).</p>
12		Tuas Power Supply Pte Ltd	Propose for this to be limited to residential customers.	There is no basis to impose this requirement only on residential customers.
13	2.8.1 A Licensee shall not disclose consumer information relating to a particular consumer to any person without the consent of that consumer in writing,	-	-	<p>EMA will amend this section as follows for clarity:</p> <p>2.8.1 A Licensee shall not disclose consumer information relating to a particular consumer to any</p>

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	<p>except where such consumer information has been sufficiently aggregated such that the consumer cannot be identified, or where such consumer information is permitted or required to be disclosed under the terms of the contract between the Licensee and the consumer or is required to be disclosed:</p> <p>(a) for billing purposes or to facilitate the operation of a retail electricity market or a wholesale electricity market;</p> <p>(b) to the Transmission Licensee or to the applicable Market Support Services Licensee, where the Licensee is providing consolidated billing to a consumer and the consumer information is required to be provided to the Transmission Licensee or the Market Support Services Licensee for such purpose;</p> <p>(c) for law enforcement purposes;</p> <p>(d) for the purpose of complying with a legal requirement; or</p> <p>(e) for the purpose of complying with the Market Rules or this Code.</p>			<p>person without the consent of that consumer in writing, except where such consumer information has been sufficiently aggregated such that the consumer cannot be identified, or where such consumer information is permitted or required to be disclosed under the terms of the contract between the Licensee and the consumer or is required to be disclosed:</p> <p>(a) for billing purposes or to facilitate the operation of a retail electricity market or a wholesale electricity market;</p> <p>(b) to the Transmission Licensee or to the applicable Market Support Services Licensee, where the Licensee is providing split consolidated billing to a consumer and the consumer information is required to be provided to the Transmission Licensee or the Market Support Services Licensee for such purpose;</p> <p>(c) for law enforcement purposes;</p> <p>(d) for the purpose of complying with a legal requirement; or</p> <p>(e) for the purpose of complying with the Market Rules or this Code.</p>
14	<p>2.9.5 If the transfer of a consumer is not successful, the transferring Licensee shall notify the consumer in writing within 2 business days from the date it receives notification from the applicable Market Support Services Licensee that the transfer is not successful. Such notification by the</p>	-	-	<p>EMA will amend this section as follows for clarity:</p> <p>2.9.5 If the transfer of a consumer is not successful, the transferring Licensee who submitted the transfer request shall notify the consumer in writing within 2 business days from the date it receives notification from the applicable Market</p>

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	Licensee shall include an indication of the next possible Supply Effective Date.			Support Services Licensee that the transfer is not successful. Such notification by the Licensee shall include an indication of the next possible Supply Effective Date or action(s) to be taken by the consumer to make the transfer successful.
15	2.9.6 If the transfer of a consumer is successful, the transferring Licensee shall within 2 business days from the Supply Effective Date notify the consumer in writing that the transfer is successful.	-	-	EMA will amend this section as follows for clarity: 2.9.6 If the transfer of a consumer is successful, the transferring Licensee who submitted the transfer request shall within 2 business days from the Supply Effective Date notify the consumer in writing that the transfer is successful.
16	2.9.7 Any notification by the transferring Licensee under section 2.9.5 or section 2.9.6 may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).	Singnet Pte Ltd	With reference to Clause 2.9.7, we seek the EMA's clarification for the avoidance of doubt: Beyond 2.9.7, the code also refers to the "notification" or inform(ing)" of the customer, in multiple instances. SingNet's understanding is that for all such references where the medium is <u>not</u> dictated or specified, the medium will be determined by the Licensee (i.e. it may comprise verbal (including recorded call) or in writing (including electronic mail or short messaging service).)	Where the mode of notification is not specified, such notification shall be in writing via hardcopy or electronic mails.
17		-	-	EMA will amend this section for clarity:

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				2.9.7 Any notification by the transferring Licensee who submitted the transfer request under section 2.9.5 or section 2.9.6 may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).
18	<p>2.9A.2 A Licensee shall ensure that each contract with its consumers clearly states that in a RoLR Event, unless the consumer contracts with and is successfully transferred to another Licensee or the Market Support Services Licensee prior to the Default Supply Effective Date:</p> <p>(a) the consumer shall be deemed to have agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect on and from the Default Supply Effective Date; and</p> <p>(b) with respect to any consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations,</p> <p>in the case of a consumer who does not fall within the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of classification as a</p>	PacificLight Energy Pte Ltd	<p>The words highlighted in red are included in the amended version of the Code of Conduct, page 18 (Annex C in EMA's email) but not in EMA's tracked changes document. Please amend accordingly if this is a typo error.</p> <p>2.9A.2 A Licensee shall ensure that each contract with its consumers clearly states that in a RoLR Event, unless the consumer contracts with and is successfully transferred to another Licensee or the Market Support Services Licensee prior to the Default Supply Effective Date:</p> <p>(b) with respect to any consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations,</p> <p>in the case of a consumer who does not fall within the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.</p>	<p>EMA will amend this section as follows to correct the error:</p> <p>2.9A.2 A Licensee shall ensure that each contract with its consumers clearly states that in a RoLR Event, unless the consumer contracts with and is successfully transferred to another Licensee or the Market Support Services Licensee prior to the Default Supply Effective Date:</p> <p>(a) the consumer shall be deemed to have agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect on and from the Default Supply Effective Date; and</p> <p>(b) with respect to any consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, in the case of a consumer who does not fall within the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.</p>

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	contestable consumer with effect on and from the Default Supply Effective Date.			
19	<p>2.9A.7 Upon the occurrence of a RoLR Event, the Licensee shall:</p> <p>(a) within 1 business day from the occurrence of the RoLR Event, publish on its website a notification and notify the Licensee's consumers in a targeted manner via short message service or text message, electronic mail or other equivalent method, that:</p> <p>(i) the Licensee's ability to retail electricity has ceased;</p> <p>(ii) unless there is a valid customer transfer request for the consumer to obtain electricity supply from another Licensee prior to the Default Supply Effective Date, the consumer will be transferred to the Market Support Services Licensee; and</p> <p>(iii) the physical supply of electricity to the consumers will not be affected despite the occurrence of the RoLR Event.</p> <p>(b) within 2 business days provide the contact information of all its consumers to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secure File Transfer Protocol to facilitate the transfer of the consumers to the Market Support</p>	-	-	<p>EMA will amend this section as follows to improve clarity:</p> <p>2.9A.7 Upon the occurrence of a RoLR Event, the Licensee shall:</p> <p>(a) within 1 business day from the occurrence of the RoLR Event, publish on its website a notification and notify the Licensee's consumers in a targeted manner via short message service or text message, electronic mail or other equivalent method, that:</p> <p>(i) the Licensee's ability to retail electricity has ceased;</p> <p>(ii) unless there is a valid customer transfer request for the consumer to obtain electricity supply from another Licensee prior to the Default Supply Effective Date, the consumer will be transferred to purchase electricity from the Market Support Services Licensee under the Default Supply Arrangement with effect on and from the Default Supply Effective Date; and</p> <p>(iii) the physical supply of electricity to the consumers will not be affected despite the occurrence of the RoLR Event.</p> <p>(b) within 2 business days provide the contact information of all its consumers to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secure File Transfer Protocol to facilitate the transfer of the</p>

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	Services Licensee as contemplated in this section 2.9A.			consumers to the Market Support Services Licensee as contemplated in this section 2.9A.
20		Hyflux Energy Pte Ltd	<p>We request that EMA to standardize the timeline in these 2 clauses, which similarly arise out of a Retailer default event, that the Retailer would provide the contact information of all its consumers to MSSL via SFTP by T + 2 BD, where T is the Business Day when the notice of default was issued.</p> <p>Currently, the MSS Code require the retailer to meet a tighter and less realistic timeline, given that many events would be happening concurrently.</p>	<p>The timeline in both Codes are aligned:</p> <ul style="list-style-type: none"> a. Under the Market Support Services Code, the Market Support Licensee shall request the default Retail Electricity Licensee to provide the contact information of its consumers no later than the next business day from the Market Support Services Licensee's confirmation that an event of default has occurred under the Market Support Services Agreement; and b. Under this Code, the defaulting retailer shall provide the contact information no later than the next business day from the Market Support Services Licensee's request of the information.
21	<p>2.10.2 Such notification mentioned in section 2.10.1 by the Licensee shall further inform the consumer of the following:</p> <p>(a) the terms and conditions of the renewed contract, should the consumer elect to renew the contract;</p> <p>(b) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market</p>	PacificLight Energy Pte Ltd	<p>We would propose that the clause be modified as shown below in red.</p> <p>(c) that the consumer shall where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects to renew the contract on the terms and conditions of renewal referred to in section</p>	<p>Taking into account the feedback, EMA will amend section 2.10.2(c) as follows:</p> <p>2.10.2 Such notification mentioned in section 2.10.1 by the Licensee shall further inform the consumer of the following:</p> <p>(a) the terms and conditions of the renewed contract, should the consumer elect to renew the contract;</p>

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	<p>Support Services Licensee after the expiry of the contract, should the consumer elect not to renew the contract;</p> <p>(c) that the consumer shall where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects to renew the contract on the terms and conditions of renewal referred to in section 2.10.2(a) above upon expiry of the contract, and his selection of one of the options referred to in section 2.10.2(b) above should he elect not to renew the contract;</p> <p>(d) the consequences as described in section 2.10.3 in the event that the consumer fails to inform the Licensee in accordance with section 2.10.2(c); and</p> <p>(e) the mode of communication through which the consumer may inform the Licensee of his election whether to renew the contract and his selection of the option referred to in section 2.10.2(b) above.</p>		<p>2.10.2(a) above upon expiry of the contract, and or his selection of one of the options referred to in section 2.10.2(b) above should he elect not to renew the contract;</p>	<p>(b) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract, should the consumer elect not to renew the contract;</p> <p>(c) that the consumer shall where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects to renew the contract on the terms and conditions of renewal referred to in section 2.10.2(a) above upon expiry of the contract, and where applicable, his selection of one of the options referred to in section 2.10.2(b) above should he elect not to renew the contract;</p> <p>(d) the consequences as described in section 2.10.3 in the event that the consumer fails to inform the Licensee in accordance with section 2.10.2(c); and</p> <p>(e) the mode of communication through which the consumer may inform the Licensee of his election whether to renew the contract and where applicable, his selection of the option referred to in section 2.10.2(b) above.</p>

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22	<p>2.10.3 Where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal) and the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.2(c) above of:</p> <p>(a) his election to renew the contract on the terms and conditions referred to in section 2.10.2(a) above; or</p> <p>(b) his selection of one of the options referred to in section 2.10.2(b) above (if he informs the Licensee that he elects not to renew the contract), the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the expiry date of the contract.</p>	Sembcorp Power Pte Ltd	<p>When the contract provides an express right to renew the contract and the consumer fails to inform the Licensee of his choice, the Code requires the Licensee to transfer the consumer back to MSSL on the Default Supply Arrangement.</p> <p>It is not uncommon for consumer to miss the deadline to inform the Licensee of his choice despite repeated reminder due to their overseas travelling or busy schedule.</p> <p>The current approach of transferring the consumer back to MSSL and putting them back on regulated tariff for missing a deadline to response is punitive in nature because the consumer has to pay a higher tariff for failure to response.</p> <p>Prior to this proposed change to the Code of Conduct, we are able to avoid this unpleasant experience by the consumer by including an auto-renewal mechanism.</p> <p>However, with the current proposed change that all auto-renewal mechanism must be on the same Pricing and Payment Provisions of the existing contract, we would not be able to provide an auto-renewal scheme for all cases, especially a Fixed Price Plan that is highly dependent on the oil price fluctuation.</p>	<p>In respect of any <u>contract renewal</u>, each Retail Electricity Licensee is required to seek the relevant consumer's express consent for the contract renewal where there is any change to the existing contractual terms and conditions. The Retail Electricity Licensee can and should proactively engage the consumer of the impending contract expiry and the renewal offer earlier than the prescribed timeframe in section 2.10.1 to avoid the scenarios envisaged by Sembcorp Power.</p>

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			<p>As such, we would like to propose that when a consumer fail to inform the Licensee of his choice, instead of transferring the consumer back to the Default Supply Arrangement, EMA should stipulates a Default Retailer Supply Arrangement (for example, a price plan not less than 5% discount off tariff) that a retailer can roll over the existing contract.</p> <p>Consumer under the proposed Default Retailer Supply Arrangement can terminate their agreement, without early termination sum, by giving no less than 30 calendar days termination notice.</p> <p>We believe that this arrangement is fair and less punitive to the consumer because the consumer would continue to enjoy savings relative to the regulated tariff while having the flexibility to switch out within a reasonable notice period.</p>	
23	2.10.4 This section applies to a contract which provides for an express right to the consumer to not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal). With respect to such contract, a Licensee shall ensure that the Pricing and Payment Provisions (other than any one-off pricing rebate, discount or incentive given to a consumer which is not reflected	Hyflux Energy Pte Ltd	<p>In earlier consultation, we have provided feedback that it is unrealistic for auto-renewed contracts to be held at the same price as the initial contract, especially in an industry where volatile fuel prices are the key determinant to operating costs.</p> <p>Our feedback appeared to be recognized on EMA's first response sent out on Sept 11. However, the wording of the new code seems</p>	<p>Taking into account the feedback received in respect of <u>automatic renewal of contracts</u>, EMA will adjust the framework for such contracts as follows:</p> <ol style="list-style-type: none"> Such contract shall provide an express right to the consumer to <u>not</u> proceed with the contract renewal; The electricity rate in such contract shall be <u>strictly better than the prevailing regulated</u>

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	<p>consistently across monthly payments payable by the consumer) which are in effect prior to the renewal shall continue to apply with no change during the renewed term of the contract and notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the earlier of:</p> <p>(a) the date of expiry of the contract; and</p> <p>(b) the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to not proceed with any automatic renewal of the contract.</p>		<p>to imply again that the pricing of the contract, especially for the case of a fixed tariff rate, has to be the same for the renewed contract as the initial contract. We would like EMA to revise the wording if this is unintended.</p> <p>A Licensee should have some commercial flexibility to be able to put its best offers forth in the market. As the auto-renewal rate is already clearly stated in the Factsheet and the contract, and where the consumer in this case already has an express right to not proceed with the automatic renewal of the contract, and since the Licensee has an obligation to notify the consumer in writing of his expiry date and his automatic renewal rate at least 10 business days prior to the earlier of the contract expiry or date to inform Licensee to proceed with automatic renewal or not, and where the consumer eventually has the option to terminate the contract during the automatic renewal period with a minimum 30 calendar days' notice, we believe there are sufficient safeguards to protect the consumer's interests against a the offer of a different automatic renewal rate.</p>	<p><u>tariff or any published change to the regulated tariff</u> at the point of contract renewal;</p> <p>c. The Pricing and Payment Provisions in such contract, excluding the electricity rate and any one-off pricing rebate, discount or incentive, shall be the same or better than those in effect prior to the contract renewal;</p> <p>d. The term/duration of such contract upon renewal shall be the same as the term/duration of the contract prior to renewal; and</p> <p>e. Where such contract has been automatically renewed, the consumer shall have the express right to, <u>within the first 30 calendar days from the start of the renewed contract term/duration</u>, terminate the renewed contract by giving the Retail Electricity Licensee at least <u>30 calendar days' notice</u>, and the consumer by doing so shall not be liable for or subject to any early termination charges or other applicable fees.</p>
24		I Switch Pte Ltd	iSwitch has concerns regarding the requirement to maintain the same Price offer as the existing contract if the residential customer is auto-renewed. This would be a challenge, as the underlying market conditions	<p>With the above, EMA will amend this section and section 2.10.8 as follows:</p> <p>2.10.4 This section applies to a contract which provides for an express right to the consumer to not</p>

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			<p>would have differed significantly from the last time the consumer signed, which could be 2 years ago. This new rule adds uncertainty to an already uncertain sale price, as well as making load forecasts and retentions a complex, more costly and riskier process.</p> <p>Electricity Prices are highly correlated to Fuel markets and physical power market fundamentals, which we know are volatile. Hence, it is not possible to extend for another period on the same rate as the original price, because this existing price cannot be hedged in the market. We believe this proposed system creates unintended winners and losers, depending on which way the market moves over the contract period.</p> <p>It can be expected that some consumers may overlook the renewal of their electricity contract at the end of expiry. This trend can be observed from the Telco industry (and many others) where individuals often overlook their renewal. Its worth noting Telcos do not even send reminder notices.</p> <p>iSwitch's standard procedure is to notify the consumer one month prior to expiry, well in advance of the Code requirement of 10 Business days. Note that the auto renewal only kicks in when the consumer fails to exercise the following options before the</p>	<p>proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal). A Licensee shall ensure that the terms of such contract shall provide for the following: With respect to such contract, a Licensee shall ensure that the Pricing and Payment Provisions (other than any one-off pricing rebate, discount or incentive given to a consumer which is not reflected consistently across monthly payments payable by the consumer) which are in effect prior to the renewal shall continue to apply with no change during the renewed term of the contract and notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the earlier of:</p> <p>(a) — the date of expiry of the contract; and</p> <p>(b) — the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to not proceed with any automatic renewal of the contract.</p> <p>(a) the consumer has the express right not to proceed with renewal of such contract;</p> <p>(b) the Licensee shall notify the consumer in writing of the expiry date of such contract at least 10 business days prior to the earlier of:</p>

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			<p>expiry of his contract. The available options are clearly mentioned in our renewal notifications done through both email and sms, these include:</p> <p>a) Renew onto other price plans offered by iSwitch</p> <p>b) Select another Retailer of choice or switch back to SP Services at Regulated Tariff</p> <p>iSwitch proposes that in the event the consumer does not renew, or an EBT transfer to another Retailer is effected before the expiry date, the consumer will be renewed at default 5% Discount to prevailing Regulated Tariff for another 12 months. We understand that EMA's objective is to ensure the customer is not worse off during the autorenewal period. But if a Retailer cannot maintain the old price due to underlying changes in market conditions, the consumer would be transferred to SP Services, who would charge the regulated Tariff. In this case, the customer would in fact be worse off assuming he/she used to enjoy significant savings thru the Fixed price or Discounted offers with the Retailer.</p> <p>Proposed Industry Standard</p> <p>We propose EMA set the following minimum guidelines:</p>	<p>(i) the date of expiry of the contract; and</p> <p>(ii) the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to proceed with any automatic renewal of such contract;</p> <p>(c) the electricity rate in such contract shall be strictly better than the prevailing tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers or any published change to such tariff at the point of contract renewal;</p> <p>(d) the Pricing and Payment Provisions in such contract, excluding the electricity rate and any one-off pricing rebate, discount or incentive, shall be the same or better than those in effect prior to the contract renewal;</p> <p>(e) the term of such contract upon automatic renewal shall be the same as the term of such contract prior to automatic renewal; and</p> <p>(f) where such contract has been automatically renewed, the consumer shall have the express right to, within the first 30 calendar</p>

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			<p>a) Impose that the electricity price for the auto renewed period be standardised across all Retailers to be at 5% Discount to regulated SP Tariff. This will ensure that the consumer still enjoys a discount.</p> <p>b) Auto renewal contract period to be no more than 1 year.</p> <p>c) Retailers would be able to offer more attractive terms if they so wish. We think it is likely that the competitive market would head in this direction anyway, as retailer offerings evolve over time.</p> <p>d) EMA to conduct a review at some point in the future.</p> <p>Current Proposal and the effects on the Ecosystem</p> <p>At this point, it is important to highlight the hedging risks that a retailer faces when they don't know if a customer will stay with them for 1-week vs 1 year. The Risk and Trading framework that Singapore has chosen to employ involves SGX futures and oil markets, for hedging purposes.</p> <p>EMA has spent significant outlay on establishing and promoting the SGX Futures market and the FSC/FIS Schemes since 2015. Not allowing auto renewal will result in each retailer not knowing how many customers they will have in each quarter and this will</p>	<p>days from the start of the renewed contract term, terminate the renewed contract by giving the Licensee at least 30 calendar days' notice, and the consumer by doing so shall not be liable for or subject to any early termination charges or other applicable fees.</p> <p>2.10.8 Where a contract provides for its automatic renewal upon its expiry, such contract shall allow termination by the consumer without cause, at any time, without the consumer being liable for or subject to any early termination charges, so long as the consumer gives at least 30 calendar days prior written notice of his intention to terminate the contract.</p>

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			<p>prevent them from being able to hedge accurately. A 30 day notice period for auto-renewed contracts also results in the retailer not knowing how much to hedge, given that the customer can leave with 1 month's notice.</p> <p>This will reduce the amount of natural driven liquidity on the SGX because retailers will not have the load certainty required for their risk management activities. In other words, if I don't know the tenor of my customer contracts, then how do I know what to hedge? We are of the firm opinion that this will put the trading ecosystem at risk during an already existing period of uncertainty in our market.</p> <p>We think that the above suggested standardised guidelines set by EMA provide a fair line in the sand for the whole market to follow. It results in a discount to the consumer, while balancing the difficulties of day to day retailing. Such a guideline is required to avoid having retailers charge anything higher than 5% DoT as the default option.</p>	
25		Keppel Electric Pte Ltd	The proposed code change requires a contract with automatic renewal clause for either Residential or Non-Residential Consumer to be extended at the same Pricing & Payment provisions following the expiry of the contract.	

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			<p>No matter what, there will be a section of Residential or Non-residential Consumer that will fail to notice or ignore the notice by the retailer especially the senior citizens. These group of consumers usually do not have ready access to notices, online or print.</p> <p>Retailers are unable to guarantee the same Pricing & Payment provisions for the auto renewal term due to market price fluctuations (eg Oil Prices & Exchange Rate), if EMA imposes the same Pricing & Payment requirements under the latest code change, these group of consumers will have to be transferred back to MSSL under the Default Supply Arrangement.</p> <p>The administrative works to transfer the consumer back to MSSL will be a big strain on resources for all parties including Consumer, Retailer & MSSL. The scope of work includes communication notices, EBT transfer, account closing and opening, deposit refund, deposit placement, re-apply of preferred payment mode (GIRO, Cards) etc. An estimated 10-20% contracts transfers back to MSSL will mean tens of thousands of consumers that will be affected in the event of Default Supply Arrangement. Such inconvenience is unnecessary, unproductive and potentially can result in consumer complaints. Moreover, there is also no differences in the fees that Consumer pay to MSSL as compared to Retailer under the Default Supply Arrangement. On the contrary,</p>	

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			<p>the Consumers may suffer as they will need to pledge new Security Deposit with SP Group once they are transferred back.</p> <p>Keppel understand EMA's intent for the proposed code change is to curb errant retail plans. We have witnessed during soft launch that 1 or 2 Retailers offered 3 month trial packages at very attractive rates and thereafter locked the Consumer down for 24 months at much inferior rates if the Consumer do not terminate within the required short window of 10 days. Majority of the Retailers do not advocate such plans including Keppel. In fact after EMA has imposed the minimum contract duration of 6 month for Standard plans, such retail plans have disappeared from the market. In addition, the new requirement by EMA to allow Consumer to terminate with 30 days' notice during the auto renewal term will prevent such errant retail plans from re-emerging.</p> <p>In summary, Keppel will like to propose to EMA to amend the Code for 2.10.4 as follow (proposed changes in red font):</p> <p>The Licensee shall ensure that that the Pricing and Payment Provisions (other than any one-off pricing rebate, discount or incentive given to a consumer which is not reflected consistently across monthly payments payable by the consumer) which are in effect prior to the</p>	

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			renewal shall continue to apply with no change or no worse off than the Default Supply Arrangement during the renewed term of the contract and notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the earlier of...	
26		Ohm Energy Pte Ltd	<p>We would like to clarify regarding "Pricing and Payment":</p> <p>The clause currently can be read to mean that contracts can only be renewed on exactly the same (material) terms. Should it not be "... not be automatically renewed on any change of (material) terms less beneficial to the customer"?</p> <p>In regard to the mechanism to be employed, should the customer be non-responsive to an autorenewal email and the renewal offer is on less favorable terms to the customer, we would like to suggest:</p> <p>Our interpretation of the code is that in the event that the wholesale market prices have increased, and as a result, the prevailing prices to residential market has also increased; the retailer is not allowed to auto renew the customer on the new prevailing price. If the customer is non-responsive to the email offering to renew and neglects to sign up with a new retailer, the retailer's only option is to</p>	

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			<p>transfer the customer back to MSSL (and the regulated tariff) when the current contract expires. This seems like a very punitive action towards the customer. In this scenario, the customer will a) be put on the highest possible price; b) risk receiving invoices from 3 different electricity provider for the same billing period and c) customers (who are on analogue meters) will need at least 5 business days to be put back to MSSL and an additional 5 business days to be switched out to another retailer thereafter. The customer experience would suffer in this scenario.</p> <p>We would like to suggest the following approach in the event of a non-responsive customer that cannot be auto renewed: The retailer is given the option to either:</p> <p>a. Transfer the customer back to MSSL; or</p> <p>b. Continue to service the customer out of contract at a price of regulated tariff less [10%] (percentage to be determined by EMA from time to time) while, at the same time, notify the customer that they are out of contract and that the customer will remain on this no-contract tariff until they select another price plan with the retailer or transfer to another retailer.</p>	

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27		PacificLight Energy Pte Ltd	Given that the oil price is dynamic and volatile, it will not be feasible for retailers to automatically offer same or better prices to consumers after their contract has expired. With the current proposed modifications, both residential and business consumers may encounter concerns by purchasing at a regulated tariff from MSSL, if transferred back to MSSL under the DSA. This then adds to the transaction costs for both MSSL and retailers whilst causing inconvenience to the consumers by having to furnish a security deposit to MSSL. Furthermore, there are many existing commercial and residential contracts which already have such auto renewal clauses. Hence, we would propose that the clause be revised to allow retailers to automatically renew existing consumers at a rate that is not worse off than the regulated tariff.	
28		Sembcorp Power Pte Ltd	<p>We would like to propose that the requirement for the Pricing and Payment provisions to be the same in an automatic renewal arrangement be limited to only <u>residential</u> consumer. Residential consumers are less sophisticated buyer and would require additional consumer protection.</p> <p>As compared to a residential consumer, business consumers are more sophisticated group of buyers. As such, as long as the terms and conditions of the automatic renewal are</p>	

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			<p>clearly stipulated in the agreement, EMA do not need to restrict auto-renewal for a business consumer to only price plan whereby the Pricing and Payment provisions remains the same as the existing contract.</p> <p>We would also like to confirm with EMA that all contracts signed prior to this Code coming into force are not required to comply with this new requirement.</p>	
29		Seraya Energy Pte Ltd	Our position is that Para 2.10.4 should apply to residential consumers only. Prior to the OEM, retailers have already been offering to commercial and industrial customers auto renewal plans which renew on different price structures, charges, security deposit, early termination fees etc - commercial and industrial customers are already aware of such plans in the market and the different terms of renewal are clearly set out in the contracts.	
30		Tuas Power Supply Pte Ltd	<ul style="list-style-type: none"> Consumer is advised of the auto renewal terms. If they have agreed to the terms of auto renewal upfront, a different auto renewal terms and conditions should be allowed especially for the non-residential consumers such as the commercial and industrial consumers since both parties may terminate the contract by serving a 30 days' notice period. 	

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			<ul style="list-style-type: none"> By transferring the consumers back to SP, small consumers will also be billed based on SP tariff. As such, TPS proposed for EMA to consider to allow for such auto renewal of contract with conditions that the rates are not worst off than SP tariff and consumer may terminate the contract by serving notice after the expiry of initial contract for small consumers. 	
31		Singnet Pte Ltd	<p>SingNet seeks clarification on the requirement that "A Licensee shall ensure the Pricing and Payment Provisions (PPP)... shall continue to apply with no change during the renewed term of the contract". E</p> <p>For the avoidance of doubt, SingNet is of the understanding that automatic renewal will also be allowed if PPP are improved.</p> <p>SingNet further submits that automatic renewal be allowed even if PPP are revised upwards:</p> <ul style="list-style-type: none"> Where a contract allows for automatic renewal, the customer already possesses the option to inform the Licensee his election not to proceed with automatic renewal of the contract; 	

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			<ul style="list-style-type: none"> - The customer is already notified in writing of the expiry date of his contract at least 10 business days prior; - Due to the uncertainty of electricity tariffs and their contributory factors, it may not be reasonable for Licensees to maintain the same PPP; - The market PPP and tariffs may have increased in price at point of contract renewal. As such, a revised PPP that is costlier than the previous rate, may still represent a discount on prevailing market rates. A customer may also prefer to stay with an existing Licensee for convenience, ease and quality of service. <p>In view of these conditions, it would not be practical to cause artificial terminations by disallowing such renewals, resulting in wasted resource and transactional costs.</p>	
32	2.10.5 Such notification mentioned in section 2.10.4 by the Licensee shall further inform the consumer of the following:	-	-	<p>EMA will amend this section as follows for clarity:</p> <p>2.10.5 The Such notification mentioned in section 2.10.4(b) by the Licensee shall further inform the consumer of the following:</p>

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	<p>(a) the terms and conditions of the renewed contract, should the contract be automatically renewed;</p> <p>(b) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract, should the consumer not proceed with any automatic renewal of the contract;</p> <p>(c) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects not to proceed with automatic renewal of the contract on the terms and conditions of renewal referred to in section 2.10.5(a) above upon expiry of the contract, and his selection of one of the options referred to in section 2.10.5(b) above should he elect not to proceed with automatic renewal of the contract;</p> <p>(d) the consequences as described in section 2.10.6 in the event that the consumer fails to inform the Licensee in accordance with section 2.10.5 (c); and</p> <p>(e) the mode of communication through which the consumer may inform the Licensee of his election whether to</p>			<p>(a) the terms and conditions of the renewed contract, should the contract be automatically renewed;</p> <p>(b) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract, should the consumer elect not to proceed with any automatic renewal of the contract;</p> <p>(c) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects not to proceed with automatic renewal of the contract on the terms and conditions of renewal referred to in section 2.10.5(a) above upon expiry of the contract, and where applicable, his selection of one of the options referred to in section 2.10.5(b) above should he elect not to proceed with automatic renewal of the contract;</p> <p>(d) the consequences as described in section 2.10.6 in the event that the consumer fails to inform the Licensee in accordance with section 2.10.5 (c); and</p> <p>(e) the mode of communication through which the consumer may inform the Licensee of his election whether to renew the contract or not proceed with any automatic renewal of the contract</p>

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	renew the contract or not proceed with any automatic renewal of the contract and his selection of the option referred to in section 2.10.5(b) above.			and where applicable , his selection of the option referred to in section 2.10.5(b) above.
33	2.10.7 If section 2.10.6(a) applies, the Licensee shall in accordance with the contract renew the contract automatically on the terms and conditions of the renewal set out in the notification given under section 2.10.4 and promptly provide the consumer with a hard or electronic copy of the renewed contract containing all the information as required in section 2.5.2.	-	-	EMA will amend this section as follows for clarity: 2.10.7 If section 2.10.6(a) applies, the Licensee shall in accordance with the contract renew the contract automatically on the terms and conditions of the renewal set out in the notification given under section 2.10.4 (b) and promptly provide the consumer with a hard or electronic copy of the renewed contract containing all the information as required in section 2.5.2.
34	2.10.8 Where a contract provides for its automatic renewal upon its expiry, such contract shall allow termination by the consumer without cause, at any time, without the consumer being liable for or subject to any early termination charges, so long as the consumer gives at least 30 calendar days prior written notice of his intention to terminate the contract.	Keppel Electric Pte Ltd	The consumer should only be allowed to terminate the contract with 30 days' notice without any early termination charges only during the auto renewal term and not during the original term of the contract.	With the revised section 2.10.4, this section has been deleted.
35		Ohm Energy Pte Ltd	To further clarify that "as long as the consumer gives at least 30 calendar days prior written notice of his intention to terminate the contract": (a) Does this mean that customer will be allowed at any point in time to terminate during their renewed contract if they give 30 Calendar days' notice or	

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			(b) does this apply for 30 Calendar days after their renewed supply start date has commenced?	
36		Seraya Energy Pte Ltd	2.10.8 The consumer should still be liable for termination charges even if the consumer has given at least 30 calendar days notice. There is no reason to waive the consumer's liability for termination charges on the basis that the contract is to be automatically renewed since this condition is already made known to the consumer in the agreement.	
37		Hyflux Energy Pte Ltd	<p>In earlier consultation, we interpreted that the provision for a consumer to terminate a contract without cause, only applies to the auto-renewed contract and not his initial contract.</p> <p>However, the wording of the clause with "such contract shall allow termination ..." would appear to mean that the customer can terminate his initial contract with 30 days' notice without any termination charges. We would like EMA to revise the wording to reflect the intention.</p> <p>If EMA indeed meant that customers shall be allowed to terminate a contract which has auto-renewal provisions, even the first contract, with 30 days' notice. We would highlight that it would</p>	

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			<p>effectively make such contracts a 30-days effective term, and ultimately increase the price and transaction costs to the customer.</p> <p>Thus, we would like to clarify that this should only be applicable during the automatic renewal period when the customer does not elect to not proceed with the automatic renewal and should not be applicable to the contract term.</p>	
38	<p>2.10.10 A Licensee shall not be entitled to terminate a contract with its consumer without his or her consent unless:</p> <p>(a) the consumer is insolvent or bankrupt (or suffers an event similar or analogous to any of the aforesaid);</p> <p>(b) the consumer has breached the contract and has failed to remedy the breach within a reasonable period of time; or</p> <p>(c) the Licensee has suffered a RoLR event.</p>	Sembcorp Power Pte Ltd	<p>We would like to also include the following additional scenarios whereby a Licensee can terminate a contract with its consumer without his or her consent:</p> <p>(i) The residential account holder has deceased</p> <p>(ii) The consumer is found to have committed unauthorized energy use including due to reasons of meter tampering</p>	<p>EMA is agreeable to include scenario (i) in section 2.10.10. As for scenario (ii), the Retail Electricity Licensee can choose to include this as a breach of contract, which will then be covered under section 2.10.10.(b). EMA will accordingly amend this section as follows:</p> <p>2.10.10 A Licensee shall not be entitled to terminate a contract with its consumer without his or her consent unless:</p> <p>(a) the consumer is insolvent or bankrupt (or suffers an event similar or analogous to any of the aforesaid);</p> <p>(b) the consumer has deceased;</p> <p>(b) the consumer has breached the contract and has failed to remedy the breach within a reasonable period of time; or</p> <p>(c) the Licensee has suffered a RoLR Eevent.</p>

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39	2.10.13 For the avoidance of doubt and without limiting section 2.10.12, a Licensee shall not impose any early termination charges on any consumer where the contract is terminated due to the occurrence of a Retailer of Last Resort Event, the contract is terminated by the consumer due to a breach of the contract by the Licensee or the contract is terminated by the consumer pursuant to section 2.1.4(b).	-	-	EMA will make the following technical amendment: 2.10.13 For the avoidance of doubt and without limiting section 2.10.12, a Licensee shall not impose any early termination charges on any consumer where the contract is terminated due to the occurrence of a RoLR Retailer of Last Resort Event, the contract is terminated by the consumer due to a breach of the contract by the Licensee or the contract is terminated by the consumer pursuant to section 2.1.4(b).
40	3.3.1 A Licensee shall invoice all residential consumers solely based on the actual quantity of electricity supplied to the residential consumers (without any adjustment for transmission losses).	Ohm Energy Pte Ltd	For wholesale prices passthrough plans, we propose to allow retailers to list transmission loss as a separate line item rather than rolling the transmission loss into the price passed through to the consumer. By rolling the transmission loss adjustments into the price, it will be challenging for the consumer to compare the price charged on their bill with the price in the wholesale market. Our suggested approach is in line SP Group wholesale price plan where wholesale price is billed based on metered consumption + Transmission Loss Factor (TLF) Adjustments (on kWh billings) as a separate line item. A consumer who signs up for such wholesale price passthrough plans usually have advanced knowledge of the market and would understand why TLF Adjustment is a separate.	EMA agrees with the feedback and will amend this section as follows: 3.3.1 A Licensee shall invoice all residential consumers solely based on consumption data provided by the Market Support Services Licensee, and such consumption data shall be without any adjustment for transmission losses except where the consumer is buying electricity from any wholesale electricity market at the prevailing market prices through the Licensee the actual quantity of electricity supplied to the residential consumers (without any adjustment for transmission losses) .

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41		Sembcorp Power Pte Ltd	<p>We would like to propose the amendments (in red) as shown below:</p> <p>3.3.1 A Licensee shall invoice all residential consumers solely based on the actual or estimated quantity of electricity, (where such metering information is provided by MSSL), supplied to the residential consumers (without any adjustment for transmission losses) for new supply agreements with effect from 1 November 2018.</p> <p>The proposed amendments are for the purpose of providing clarity on the following:</p> <ul style="list-style-type: none"> • Retailers bill residential consumer both actual as well as estimated meter readings furnished by MSSL • Retail contracts signed prior to the implementation of this new code change should be "grandfathered" 	
42	3.7.5 A Licensee shall ensure that the requirement to show the Fact Sheet to the residential consumer and obtain an express acknowledgement from the residential consumer is not circumvented by any means when obtaining residential consumer's express acknowledgement electronically or via an online setting.	Singnet Pte Ltd	<p>For the avoidance of doubt, where EMA refers to "express acknowledgement" on the Consumer Advisory from the residential consumer, the acknowledgement need not be on the advisory document itself.</p> <p>The acknowledgement may be in the form of the customer Sales Agreement and/or online acknowledgement forms, which will already include necessary reference to the said Consumer Advisory provided to the customer.</p>	To clarify, a Retail Electricity licensee may obtain a consumer's acknowledgement that he has read and understood the Consumer Advisory and Fact Sheet, and such acknowledgement need not be on the Consumer Advisory or Fact Sheet document itself, and provided this is not circumvented by any means (e.g. the use of pre-tick boxes).
43	3.8.2 A Licensee shall ensure that before a residential consumer enters into any contract with the Licensee to purchase	Singnet Pte Ltd		

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	<p>electricity, the Licensee shall have shown the Consumer Advisory to the residential consumer and obtained the residential consumer's express acknowledgement that the residential consumer has read and understood the Consumer Advisory.</p> <p>3.8.3 A Licensee shall ensure that the requirement to show the Consumer Advisory to the residential consumer and obtain an express acknowledgement from the residential consumer is not circumvented by any means when obtaining residential consumer's express acknowledgement electronically or via an online setting.</p>		<p>This understanding also applies to the Fact Sheet, and was confirmed by the EMA via email on 3 October 2018 (see below).</p>	
44	<p>3.9.1 An amendment to any Pricing and Payment Provisions and/or the term of a contract with a residential consumer shall require the mutual consent of the Licensee and the residential consumer, unless such amendment is required for compliance with the relevant legislation or this Code.</p>	Sembcorp Power Pte Ltd	<p>For clarity, we would like to propose the changes (in red) to allow any change in GST to be pass through to the consumer.</p> <p>3.9.1 An amendment to any Pricing and Payment Provisions (before GST) and/or the term of a contract with a residential consumer shall require the mutual consent of the Licensee and the residential consumer, unless such amendment is required for compliance with the relevant legislation or this Code.</p>	<p>EMA will amend this section as follows for clarity:</p> <p>3.9.1 An amendment to any Pricing and Payment Provisions (before the Goods and Services Tax) and/or the term of a contract with a residential consumer shall require the mutual consent of the Licensee and the residential consumer, unless such amendment is required for compliance with the relevant legislation or this Code.</p>
45		Seraya Energy Pte Ltd	<p>We agree with the proposed changes to the extent it applies to existing price structure/tariff, security deposit, late payment</p>	<p>Taking into account the feedback, EMA will introduce the following new section:</p>

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			<p>fees, the early termination fee etc as those are 100% within the control of retailer and should not be changed unilaterally by the retailer during the contract duration. However in the context of third party charges, what happens if there are new third party charges or amendments to the third party charges that are typically passed on to end consumers by normal industry practice, but such amendments to existing charges or new charges imposed by the legislation or the Code do not state whether retailer or end consumer are to bear such charges or allocate the costs as between them? These third party charges are beyond the control of retailers (for example the introduction of MDSC), but it is now the retailer's obligation to obtain the consumer's consent for any amendments to the pricing and payment provisions, which includes any such third party charges. These third party costs should justifiably be passed on to consumers as they are end users of electricity - we don't see why residential consumers should be able to object to such new third party charges which are NOT imposed by retailers but merely being pass through (at cost/no markup) to them. We propose to exclude third party charges not within the control of the retailer, provided the retailer does not charge any mark-up to the residential consumers on such third party charges.</p>	<p>3.9.2 Notwithstanding section 3.9.1, the contract may provide for the Licensee to introduce a new applicable charge approved by the Authority.</p>

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46	3.9.2 Where a person is entering into a contract on behalf of a residential consumer with a Licensee, the Licensee shall satisfy itself that such person is duly authorised to do so by obtaining from that person (whether in hard or electronic format) (i) his or her proof of residency; or (ii) a written declaration that he or she is duly authorized to represent the residential consumer in entering into the contract, accompanied with a copy of the identification document of the residential consumer.	PacificLight Energy Pte Ltd	To facilitate consumers switching out, we would recommend that it is made clear in the Code of Conduct that retailers and SP Services are allowed to collect NRIC from residential consumers for verification of their residency. Otherwise, the PDPA requirement is likely to hinder the account opening process as retailers are unable to obtain proof of residency from the contracting party.	EMA is seeking clarifications from the Personal Data Protection Commission ("PDPC") of Singapore on this matter, and will update the industry in due course.
47		Seraya Energy Pte Ltd	At the moment there is nothing in the Electricity Act or the Regulations to say that a retailer is allowed to obtain such personal information, when a person is entering into a contract with the retailer on behalf of a residential consumer. In order for the retailers to obtain from the person acting on behalf of the residential consumer, a copy of the latter's identification document, the law (Electricity Act or any Regulations) needs to expressly allow retailers to do that. There may be issues with breach of PDPA unless there is a specific exemption in the law (Electricity Act or any Regulations) which allows retailer to obtain such personal information.	
48		Sembcorp Power Pte Ltd	Under paragraph 3(a)(iv) of the consultation paper, it is stated that where the contracting consumer is not the utility account holder , retailers are required to verify that the contracting consumer either resides at the premise or has been authorised by the utility	Taking into account the feedback, EMA will amend this section as follows: 3.9.23 In respect of a residential premises, where a Licensee contracts with a person to supply electricity thereto is entering into a contract on

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			<p>account holder to contract on the account holder's behalf.</p> <p>For a SPS-to-Retailer transfer, we believe the utility account refers to the utility account with SPS.</p> <p>However, in a Retailer-to-Retailer transfer situation, can we confirm that the utility account refers to the electricity account with the incumbent retailer or the utility account with SP?</p> <p>Can EMA request SP to share with the industry what is the current procedure to ensure that the account holder with SP is not a person who has deceased. If the account holder is not updated, the requirement to obtain authorisation from the account holder would not be possible especially when the account holder has already passed away and SP was not being notified to update their database.</p> <p>To ensure a smoother transfer process, we would like to propose that a retailer shall enter into a contract with a person for the supply of electricity to a Supply Premise as long as he or she is able to demonstrate that he or she is staying in the Supply Premise or he or she has been authorised by someone who is staying in the Supply Premise.</p>	<p>behalf of a residential consumer with a Licensee, the Licensee shall satisfy itself that such person is: duly authorised to do so by obtaining from that person (whether in hard or electronic format) (i) his or her proof of residency; or (ii) a written declaration that he or she is duly authorized to represent the residential consumer in entering into the contract, accompanied with a copy of the identification document of the residential consumer.</p> <p>(a) the holder of the electricity account with the Market Support Services Licensee; or</p> <p>(b) duly authorised by the holder of the electricity account with the Market Support Services Licensee to contract on behalf of the electricity account holder, using an authorisation form prescribed by the Authority.</p> <p>EMA will separately provide the authorisation form in due course.</p> <p>SPS will inform the industry on the procedure in the event the account holder has passed away.</p>

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			<p>With the above in mind, we would like to propose the amendments (in red) as shown below:</p> <p>3.9.2 Where a person is entering into a contract on behalf of a residential consumer with a Licensee, the Licensee shall satisfy itself that such person is duly authorised to do so by obtaining from that person (whether in hard or electronic format)</p> <p>(i) his or her proof of residency demonstrating that he or she stays in the supply premise that he or she is entering into a contract with a Licensee; or</p> <p>(ii) a written declaration that he or she is duly authorized to represent a resident staying in the supply premise the residential consumer in entering into the contract, accompanied with a copy of the resident's identification document, and/or any other relevant document demonstrating the resident's residency. of the residential consumer.</p>	
49		Tuas Power Supply Pte Ltd	<ul style="list-style-type: none"> Is providing of NRIC's address of the applicant sufficient? Verification of NRIC? In the sign up process, TPS already indicate the self-declaration by the applicant. Will this be sufficient? 	

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			<ul style="list-style-type: none"> How does EMA intend for retailers to fulfil this requirement? And if retailer were to abide or comply to the requirement, who will be the party verifying and ensuring the submission? Understand that EMA is reviewing the collection of customer's NRIC. Retailers need to know if collection of customer's NRIC is allowed by retailers to fulfil this requirement. 	
50	-	Tuas Power Supply Pte Ltd	<p>Requirement to Display Prices Inclusive of GST</p> <ul style="list-style-type: none"> The current SP bill and TPS bill will display the rates without GST and add on the 7% GST as a separate line item on the bill. As such, customers will not be able to find the rates with GST on the invoices unless the customer do a back calculation. And sometimes the rates with GST may still not tie with what was displayed due to rounding off issue. This may cause confusion to the customers when comparing with the displayed prices. For commercial & industrial customers, the plans are much more complex. TPS would like to propose for this requirement to be limited to residential customers. As for the quotations to the commercial and industrial customers, rates shown on the quotation will still be shown without GST and with T&C mentioning that the GST will be passed thru to customers. 	Under the Goods and Services Tax (General) Regulations administered by IRAS, all GST-registered businesses are required to display and quote prices inclusive of GST.

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51	-	Tuas Power Supply Pte Ltd	<p>EMA mandate that Retailers are not to collect more than 2 months of Electricity Security Deposit collection</p> <ul style="list-style-type: none"> TPS propose for SP Services to comply to EMA's requirement of Electricity Security Deposit collection not more than 2 months, similar to Retailers' compliance. 	For consumers who buy electricity from the wholesale electricity market through SP Services, SP Services is allowed to collect only up to 1.5 times the average monthly bill of the consumer.