

Annex A: Proposed Code Modifications to Align with the Enhanced Consumer Protection Framework for OEM

Area of concern	Rationale	Proposed modifications to the Code (Tracked changes in red)
1. Marketing	<p>To facilitate easy comparison of standard price plans for <u>all</u> consumers, retailers are required to:</p> <ul style="list-style-type: none"> • Publish their standard price plans* on EMA’s designated <u>Price Comparison Website</u> to facilitate comparison by all consumers. • Honour their retail offerings published on the online comparison website. <p><i>* Note: A standard price plan refers to any price plan that charges the consumer for electricity based on a (i) fixed price, (ii) discount-off the prevailing regulated tariff, or (iii) peak and off-peak prices</i></p>	<p>2.4 Comparison of Offer for Consumers</p> <p>2.4.1 A Licensee shall upload and publish on the Price Comparison Website the entire information and terms of each of its standard offers (whether or not such offer is bundled with other services and/or products) offered by that Licensee. For the avoidance of doubt, a Licensee is not required to publish information and terms relating to its non-standard offers on the Price Comparison Website. The Licensee shall ensure that its standard offers comply with the requirements, conditions and criteria specified by the Authority.</p> <p>2.4.2 A Licensee shall ensure that all information and terms of its standards offers uploaded or published on the Price Comparison Website are accurate, correct and complete.</p> <p>2.4.3 A Licensee shall adhere to and be bound by all information and terms of its standard offers uploaded or published by it on the Price Comparison Website.</p>

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	<p>For transparency and ensure <u>residential</u> consumers are aware of key information in retailers' offers, each retailer is required to:</p> <ul style="list-style-type: none"> • Publish on its website, the prescribed Fact Sheet for all its standard and non-standard price plans, and on the Price Comparison Website for all its standard price plans. • Refer residential consumers to the Fact Sheet prior to contracting. If requested by consumers, the retailer shall explain the Fact Sheet. • Secure consumers' acknowledgement that they have read and understood the relevant Fact Sheets. For contracting over telephone, the retailer should minimally advise the consumers that the Fact Sheets can be obtained on the retailer's website or the Price Comparison Website (where applicable). • Ensure each Fact Sheet is consistent with the relevant price plan and terms of the retail contract. 	<p>3.6 Fact Sheet</p> <p>3.6.1 A Licensee is required to publish a Fact Sheet, in such manner and format and containing such information and details as may be required by the Authority, comprising all its standard offers for residential consumers (whether or not such offers are bundled with other services and/or products) on its website(s) and on the Price Comparison Website.</p> <p>3.6.2 A Licensee is required to publish a Fact Sheet, in such manner and format and containing such information and details as may be required by the Authority, comprising all its non-standard offers for residential consumers (whether or not such offers are bundled with other services and/or products) on its website(s).</p> <p>3.6.3 A Licensee shall ensure that the published Fact Sheet is consistent with the Licensee's offer to sell, and is accurate, correct and complete.</p> <p>3.6.4 A Licensee shall ensure that before a residential consumer enters into any contract with the Licensee to purchase electricity, the Licensee shall have referred the residential consumer to the published Fact Sheet on the Licensee's website(s) and/or the Price Comparison Website (as may be applicable) in relation to the relevant offer and contract to be entered into and obtained the residential consumer's express acknowledgement that the residential consumer has read and understood the Fact Sheet.</p>

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		<p>3.6.5 Where requested by a residential consumer, a Licensee is required to explain the information and details as represented in the Licensee’s Fact Sheet to the residential consumer.</p> <p>3.6.6 When making an offer to sell through telemarketing, a Licensee shall, at the minimum, inform consumers that the Fact Sheet can be perused on the Licensee’s website(s) and/or the Price Comparison Website (as may be applicable).</p>
	<p>To protect residential consumers from pressure selling and intrusive sales tactics, retailers are not allowed to engage in:</p> <ul style="list-style-type: none"> • Telemarketing to residential consumers unless they have granted consent for the retailers to do so (i.e. unsolicited telemarketing). • Door-to-door marketing to residential consumers. • Marketing activities near or at residential premises (such as void decks, lift lobbies and corridors). 	<p>3.4 Prohibited marketing practices</p> <p>3.4.1 A Licensee shall not:</p> <ul style="list-style-type: none"> (a) engage in telemarketing with any consumer, for or in relation to the purpose of retailing electricity or bundled services and/or products referred to in section 2.7, offering, advertising or promoting retail of electricity to such consumer, unless the consumer has given the Licensee the consent to do so; (b) engage in door-to-door marketing with any consumer at his place of residence, for or in relation to the purpose of retailing electricity or bundled services and/or products referred to in section 2.7, offering, advertising or promoting retail of electricity to such consumer; and (c) perform marketing activities, which are targeted at residential consumers, near or at residential

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		premises (including but not limited to void decks, lift lobbies and corridors).
2. Contractual terms	<p>To ensure consumers are aware of the key terms and conditions prior to contracting with retailers, retailers shall:</p> <ul style="list-style-type: none"> • Clearly spell out key information in their retail contracts. This includes: <ul style="list-style-type: none"> (a) Pricing information (b) Applicable charges* (e.g. early termination charges, late payment fees, treatment for overcharging/undercharging) (c) Amount of security deposit (d) Treatment of outstanding/credit balance (e) Treatment of U-Save rebates (f) Dispute resolution procedure (g) Contract start and end date (h) Retailer's contact information (i) Notification lead time for contract expiry/renewal <p><i>* Where there are bundled products/services, there must be clear segregation of rates applicable for the provision of (i) electricity services and (ii) non-electricity services (if any), including apportionment of any SD and any early termination charges.</i></p> <ul style="list-style-type: none"> • Highlight the key information prior to contracting, and provide consumers with hard or electronic copy of the relevant retail contract 	<p>2.2.2 A Licensee shall comply with the following when retailing electricity:</p> <ul style="list-style-type: none"> (e) explain to a consumer in a simple and clear manner all key information and terms in an offer to sell (which shall as a minimum cover those information and terms in an offer to sell which the Authority may prescribe under section 2.5.2(c)); (m) ensure that all terms or revised terms in an offer to sell as agreed with a consumer are completely and accurately incorporated in the contract between the Licensee and that consumer. <p>2.2.3 Where a Licensee makes an offer to sell through telemarketing, the Licensee shall put in place a proper telephone recording system and ensure that the entire telephone conversation between the Licensee and the consumer are accurately recorded by that system.</p> <p>2.4.2 2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract in writing signed (whether by hand or electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p>

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		<p>(c) set out such information and terms as may be specified by the Authority; and</p> <p>(d) set out the following clauses, or clauses to similar effect, pertaining to (i) the transfer of its consumers' contact information to the Market Support Services Licensee, and (ii) utilisation of U-Save rebates for electricity charges when the Licensee bills its consumers directly:</p> <p>“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.”</p> <p>“U-Save rebates is part of the GST Voucher scheme introduced by the Singapore Government for eligible residential consumers to offset their utilities bills.”</p> <p>2.5.3 A Licensee shall promptly provide its consumer with a written or electronic copy of the contract as agreed between them; and</p>
3. Contract termination initiated by retailer (i.e. <u>involuntary</u>)	To ensure consumers are given adequate time to consider their next purchase option prior to any <u>involuntary</u> termination of existing retail contracts, the retailers shall:	<p><u>Early Termination of Contract</u></p> <p>2.10.6 A Licensee shall not terminate a contract with its consumer for any reason without giving at least 10</p>

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<p>termination due to arrears)</p>	<ul style="list-style-type: none"> • Notify the consumers at least 10 business days in advance of upcoming contract termination. The notification shall inform, inter alia, the consumers of the following: <ul style="list-style-type: none"> (a) Contract termination date (b) Reasons for contract termination (c) the option(s) available to the consumer to purchase electricity after contract termination (d) Consumer to inform the retailers in writing, by the date specified in the notification, of his selected option <p>If the consumers fails to inform the retailer by the specified date, retailer will transfer them to SP Group to purchase electricity under the default supply arrangement (i.e. regulated tariff for small consumers, and wholesale electricity prices for large consumers).</p>	<p>business days' notice in writing to that consumer. Such notification shall inform the consumer of the following:</p> <ul style="list-style-type: none"> (a) the effective date of the termination of the contract; (b) the reason for termination; (c) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the termination of the contract; (d) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.6(c); (e) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.6(d) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the effective date of the termination of the contract: <ul style="list-style-type: none"> (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under 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

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		<p>(ii) in the case of a consumer who does not fall within (i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee;</p> <p>(f) any early termination and applicable charges payable by the consumer to the Licensee; and</p> <p>(g) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.6(c) above.</p>
<p>4. Charges relating to termination</p>	<p>To ensure a retailer does not impose undue early contract termination charges on consumers, the retailer:</p> <ul style="list-style-type: none"> • May only impose such charges if the contracts are terminated early (a) due to breach of the contracts by the consumers, or (b) by the consumers at their convenience. • Shall not impose such charges if the contracts are terminated early due to (a) breach of the contracts by the retailer, or (b) a RoLR event arising from default by the retailer. <p>Any early termination charge imposed by the retailer shall be reasonable (i.e. based on reasonable estimate of the cost to the retailer resulting from the early termination).</p>	<p><u>Early Termination Charges for Retail of Electricity</u></p> <p>2.10.7 Subject to section 2.10.8, a Licensee may only impose early termination charges on a consumer if the contract is terminated prior to its expiry date by:</p> <ul style="list-style-type: none"> (a) the Licensee due to the consumer's insolvency or bankruptcy (or other events similar or analogous to any of the aforesaid) or a breach of the contract by the consumer; or (b) the consumer at its convenience. <p>2.10.8 For the avoidance of doubt and without limiting section 2.10.7, a Licensee shall not impose any early termination charges on any consumer where the contract is terminated due to the occurrence of a</p>

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		<p>Retailer of Last Resort Event or the contract is terminated by the consumer due to a breach of the contract by the Licensee.</p> <p>2.10.9 Any early termination charges imposed by a Licensee shall be reasonable and if such charges are pre-agreed in the contract, they shall be based on a reasonable estimate of the damages which the Licensee will incur or suffer as a result of the early termination</p>
5. Bill presentation	<p>To ensure bills are clear and easy for consumers to understand, retailers are required to clearly set out the key information. This includes:</p> <ul style="list-style-type: none"> (a) Consumer's MSS Account Number (b) Consumption information (c) Pricing information (d) Applicable charges* (e) Consumer's outstanding/credit balance (f) Information on U-Save rebates (g) Contact points of retailer for dispute resolution (h) Contract end date (i) Retailer's contact information <p>* Where there are bundled products/services, there must be clear segregation of rates applicable for the provision of (i) electricity services and (ii) non-electricity services (if any), including apportionment of any SD and any early termination charges.</p>	<p>2.6 Billing and Invoices</p> <p>2.6.1 All invoices issued by a Licensee to a consumer shall include, without limitation, such information and terms as may be prescribed by the Authority.</p>

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	<p>To promote transparency and help consumers make informed choices where there are bundled products/services, retailers are required to clearly specify the rates applicable for the provision of (i) electricity services and (ii) non-electricity services (if any), including apportionment of any SD and any early termination charges.</p>	<p>2.7 Bundled Product/Services</p> <p>2.7.1 Without limiting the generality of section 2.5.2, this section 2.7 shall only apply if a Licensee bundles, electricity and non-electricity, services and/or products as a single offer for supply to a consumer.</p> <p>2.7.2 A licensee shall ensure that each contract between a Licensee and its consumer shall clearly state:</p> <ul style="list-style-type: none"> (a) a breakdown of the prices at which the Licensee is charging the consumer for electricity and non-electricity services and/or products; (b) an apportionment of any security deposit between electricity and non-electricity services and/or products; (c) an apportionment of any early termination charges between electricity and non-electricity services and/or products; (d) an apportionment of any applicable charges between electricity and non-electricity services and/or products; and (e) provisions to specify the supply arrangement of the non-electricity services and/or products and the terms applicable thereto in the event of a RoLR Event. <p>2.7.3 A Licensee shall ensure that each invoice issued to its consumer shall clearly indicate information specified in section 2.7.2(a), 2.7.2(c) and 2.7.2(d).</p>

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6. Bill inaccuracies	<p>To ensure accurate billing, retailers are required to:</p> <ul style="list-style-type: none"> • Rectify overcharging/undercharging as soon as practicable. • Clearly state the treatment of overcharged/undercharged amount in the retail contracts. 	<p>2.6 Billing and Invoices</p> <p>2.6.2 A Licensee shall resolve any instances of overcharging or undercharging under any invoice issued to a consumer as soon as practicable, and in accordance with the terms of the contract.</p>
7. Dispute resolution	<p>To facilitate resolution of disputes under retail contracts or pertaining to relevant services provided by SP Group, each retailer is required to:</p> <ul style="list-style-type: none"> • Be the first point of contact for a consumer to resolve the dispute. • Use reasonable endeavours to facilitate resolution of any dispute under the contracts amicably within 30 calendar days of being aware of the dispute. • Agree and act on consumer’s wish to submit any dispute under their contract for mediation. <p>In addition, the retailer is not allowed to waive residential consumers’ right to seek alternative dispute resolution including mediation.</p>	<p>2.11 Dispute Resolution</p> <p>2.11.1 The Licensee’s representative named in the contract as authorised to resolve any dispute with the consumer shall be the first point of contact by a consumer should any dispute under the contract arises (including, without limitation, any dispute which pertains to services provided by the applicable Market Support Services Licensee or Transmission Licensee).</p> <p>2.11.2 Each contract between a Licensee and its consumer shall set out the procedures to resolve any dispute arising under the contract and require the Licensee to use its reasonable endeavours to resolve a dispute under the contract amicably within 30 calendar days from it becoming aware of the dispute.</p> <p>2.11.3 Where any dispute involves the applicable Market Support Services Licensee or Transmission</p>

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		<p>Licensee, a Licensee shall use its reasonable endeavours to facilitate resolution of such dispute between the consumer and the applicable Market Support Services Licensee or Transmission Licensee (as the case may be).</p> <p>2.11.4 If the consumer wishes to submit a dispute under the contract for mediation, the Licensee shall agree to such submission and attend the mediation at the mediation centre selected by the consumer.</p> <p>3.5 Dispute Resolution</p> <p>The dispute resolution provisions set out in a contract shall not deprive a consumer of its right to refer any dispute under the contract for alternative dispute resolution, including mediation.</p>
8. Contract expiry or renewal	<p>To ensure consumers are notified of upcoming <u>contract expiry or renewal</u>, and their next available supply arrangement thereupon, each retailer is required to:</p> <ul style="list-style-type: none"> • Notify the consumer at least 10 business days in advance of upcoming contract expiry or renewal. • Clearly set out in the retail contracts the supply arrangement upon contract expiry or renewal. 	<p>2.10 Expiry and Termination of Contracts</p> <p><u>Contract with Right to Renew or Automatic Renewal</u></p> <p>2.10.1 This section only applies to a contract which provides for an express right to the consumer to renew the contract (where the contract does not provide for its automatic renewal) or 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 notify the consumer in</p>

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		<p>writing of the expiry date of his contract at least 10 business days prior to the earlier of:</p> <ul style="list-style-type: none"> (a) the date of expiry of the contract; and (b) the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to renew the contract or not proceed with any automatic renewal of the contract. <p>2.10.2 Such notification mentioned in section 2.10.1 by the Licensee shall further inform the consumer of the following:</p> <ul style="list-style-type: none"> (a) the terms and conditions of the renewed contract, should the consumer elect to renew the contract or the contract is automatically renewed; (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 or not proceed with any automatic renewal of the contract; (c) that the consumer shall: <ul style="list-style-type: none"> (i) 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

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		<p>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; or</p> <p>(ii) where the contract provides for the consumer an express right to not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal), 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 2.10.2(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 proceed with automatic renewal of the contract;</p> <p>(d) the consequences as described in section 2.10.3 or 2.10.4 (as the case may be) 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 or not proceed with any</p>

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		<p>automatic renewal of the contract and his selection of the option referred to in section 2.10.2(b) above.</p> <p><u>Consequences of failure to notify Licensee</u></p> <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)(i) above of:</p> <ul style="list-style-type: none"> (a) his election to renew the contract on the terms and conditions referred to in section 2.10.2(a) above; or (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), <p>the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the expiry date of the contract:</p> <ul style="list-style-type: none"> (c) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under 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

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		<p>(d) in the case of a consumer who does not fall within section 2.10.3(c) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee.</p> <p>2.10.4 Where the contract provides for the consumer an express right to not proceed with any automatic renewal of the contract (where the contract provides 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)(ii) above of:</p> <p>(a) his election not to proceed with automatic renewal of the contract on the terms and conditions referred to in section 2.10.2(a); 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 proceed with automatic renewal of the contract),</p> <p>the Licensee can deem the consumer as having agreed to:</p> <p>(c) if section 2.10.4(a) above applies, proceed in accordance to the contract with the automatic renewal of the contract on the terms and conditions referred to in section 2.10.2(a); or</p> <p>(d) if section 2.10.4(b) above applies, purchase electricity from the applicable Market Support Services</p>

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		<p>Licensee with effect from the date immediately following the expiry date of the contract:</p> <ul style="list-style-type: none"> (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under 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 (ii) in the case of a consumer who does not fall within 2.10.4(d)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee. <p>2.10.4A If section 2.10.4(a) applies, the Licensee shall in accordance to the contract renew the contract automatically on the terms and conditions of the renewal set out in the notification given under section 2.10.5 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.</p> <p><u>Contract with No Right to Renew or No Automatic Renewal</u></p> <p>2.10.5 This section only applies to a contract which does not provide for an express right to the consumer to renew the contract or any automatic renewal of the contract. With respect to such contract, a Licensee shall notify</p>

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		<p>the consumer in writing of the expiry date of his contract at least 10 business days prior to the date of its expiry. Such notification by the Licensee shall further inform the consumer of the following:</p> <ul style="list-style-type: none"> (a) 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; (b) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.5(a); (c) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.5(b) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the expiry date of the contract: <ul style="list-style-type: none"> (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under 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

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		<p>(ii) in the case of a consumer who does not fall within section 2.10.5(c)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee; and</p> <p>(d) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.5(a) above.</p>
<p>9. Security Deposits (“SD”) & Prepayment Plans</p>	<p>To ensure reasonable SD and prepayment for residential consumers:</p> <ul style="list-style-type: none"> Any SD collected from each <u>residential consumer</u> for the contracted period shall not exceed 2 times his average monthly electricity bill. Any SD or credit balance amount shall be refunded to consumers within 1 month from the settlement of the last electricity invoice. Retailers shall not offer <u>residential consumers</u> contracts involving prepayment by consumers without the prior written approval of EMA. 	<p>3.2 Security Deposit</p> <p>3.2.1 A Licensee shall not impose a security deposit in relation to the provision of electricity services on a residential consumer amounting to more than twice of the following:</p> <p>(a) the residential consumer's average monthly electricity charges as invoiced to that consumer, calculated over a continuous period of 12 months ending with the month immediately preceding the month in which the security deposit will be collected from the residential consumer;</p> <p>(b) if the residential consumer has less than 12 continuous months of invoices issued immediately preceding the month in which the security deposit will be collected from the residential consumer, the residential</p>

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		<p>consumer's average monthly electricity charges for that period; or</p> <p>(c) if none of (a) and (b) applies, the monthly electricity charges which shall be determined based on the national average monthly consumption of the specific dwelling type as published by the Market Support Services Licensee and the prevailing rate offered by the Licensee to the consumer.</p> <p>3.3 Prepayment Contracts</p> <p>3.3.1 A Licensee shall not, without the prior written consent of the Authority, offer to sell to a residential consumer, or enter into with a residential consumer, any contract which involves prepayment by a consumer for the supply of unconsumed electricity services. A contract which requires a consumer to pay a security deposit in advance of the commencement of the electricity services in itself shall not be regarded as a prepayment contract for purposes of this provision.</p> <p>3.3.2 A Licensee when seeking the Authority's consent under section 3.3.1 shall provide the Authority with any information and documents as may be required by the Authority to enable it to make a decision on whether consent should be granted under section 3.3.1.</p> <p>Refund of Security Deposit and/or Credit Balance</p> <p>2.10.10 A Licensee shall promptly (but no later than 1 month from the consumer's payment of the final invoice issued</p>

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		by the Licensee) refund any security deposit and/or credit balance owed to the consumer upon the expiry or termination of the contract.

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