

### Annex A: EMA's Responses to Industry Feedback

S/N	EMA's Proposed Clause	Feedback	EMA's Response
1	Definition	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>Definition of "residential consumer" is vague. Definition of "residential property" can be found in the Consumer Protection (Fair Trading) Act. We propose that the following definitions be adopted:</p> <p><i>"residential consumer" means the legal owner or occupier of a residential property; and</i></p> <p><i>"residential property" means any house, flat or other premises which is permitted to be used pursuant to any written law as a dwelling-house and any such house, flat or other premises which is in the course of being constructed;</i></p> <p><i>and</i></p> <p><i>"dwelling-house" includes any building or tenement, or any part thereof, which is used, constructed or adapted for use for human habitation.</i></p>	<p>EMA will clarify the definition of "residential consumer" and "non-residential consumer" as follows:</p> <p><i>"residential consumer" means a consumer who is a lawful owner or occupier of residential premises;</i></p> <p><i>"non-residential consumer" means a consumer who is not a residential consumer.</i></p> <p>The definition of "residential premises" and "non-residential premises" will be aligned with the following definition in the Electricity (Contestable Consumers) Regulations 2018 to be gazetted for Open Electricity Market:</p> <p><i>"non-residential premises", in relation to a consumer, means any premises that are lawfully used or occupied by the consumer:</i></p> <p><i>(a) for any non-residential purpose under a unique identifier of the consumer; or</i></p> <p><i>(b) for a purpose connected with a unique identifier of the consumer that is a unique entity number;</i></p> <p><i>"residential premises", in relation to a consumer, means any premises that are lawfully used or occupied by the consumer and are not non-residential premises;</i></p>

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2	<p>1.5.5</p> <p>1.5.6</p> <p>1.5.7</p>	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>We propose to change to:</p> <p><i>“A Licensee shall use its best endeavours to procure its directors, officers, salespersons, employees involved in the performance of retail services, appointed sales agents, contractors and representatives involved in the performance of retail services to observe and comply with the requirements of this Code, wherein such compliance shall be contained in its terms of employment or engagement with such persons.”</i></p> <p><u>Sembcorp</u></p> <p>We wish to clarify whether a third party (“Third Party”) which does <u>not</u> sell or offer to sell electricity but which:</p> <p>(i) promotes/advertises that the Licensee retails electricity; and/or</p> <p>(ii) refers customers to the Licensee,</p> <p>would be required to comply with this Code of Conduct in respect of the provisions relating to the <u>retailing of electricity</u> by the Licensee.</p> <p>For the avoidance of doubt, the Third Party would not be representing itself to be the Licensee or acting on behalf of the Licensee (as agent or contractor) and would not be employed by the Licensee.</p>	<p>Each retailer shall procure that its directors, officers, sales persons, other employees and agents to comply with the requirements of the Code. Any non-compliance is not acceptable, even if the retailer had used its best endeavours to procure the compliance.</p> <p>To further clarify, the requirement for each retailer to procure its agents to observe and comply with the requirements of the Code is only applicable to agents authorised by the retailer to make and/or accept an offer to sell electricity on its behalf. EMA has amended amended Clauses 1.5.5, 1.5.6 and 1.5.7 accordingly to make this clear.</p> <p><i>1.5.5 A Licensee shall procure its directors, officers, salespersons and other employees to observe and comply with the requirements of this Code. A Licensee shall ensure that its terms of employment with such persons contain provisions requiring them to observe and comply with the requirements of this Code.</i></p> <p><i>1.5.6 A Licensee shall further procure its agents who are authorised by the Licensee to make and/or accept an offer to sell electricity on its behalf to observe and comply with the requirements of this Code. A Licensee shall ensure that its terms of engagement with such agents contain provisions requiring them to observe and comply with the requirements of this Code.</i></p> <p><i>1.5.7 If any director, officer, salesperson or other employee of the Licensee, or any agent referred to in section 1.5.6, does any act or refrains from doing any act that, if done or omitted to be done, as the case may be, by the Licensee would constitute a breach of this Code, such act or omission shall be deemed for the purposes of this Code to be the act or omission of the Licensee.</i></p>

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		<p>The term "retail" used above has the same meaning as set out in the Code. Accordingly, the term "retailing" used above refers to the offering to sell or the sale of electricity.</p>	
3	<p>2.2.2(e)</p> <p>2.4.1</p> <p>2.6.1</p> <p>2.10.1</p> <p>2.10.5 [now 2.10.8]</p> <p>2.10.6 [now 2.10.9]</p> <p>2.10.9 [now 2.10.12]</p> <p>2.11</p>	<p><u>Keppel</u></p> <p>We note that the clauses added in Section 2 of the updated Code of Conduct apply to all consumers, including currently contestable customers. We wish to highlight that the existing Code of Conduct has served well in setting performance standards for retail electricity licensees for the past few years. Commercial and industrial consumers, having had contestable status since the 2000s, should be well informed on the retail electricity market, and are better positioned to make their own arrangements with electricity retailers as compared to residential consumers. As such, it is unnecessary for some of the clauses to be extended to include them as well.</p> <p>Specifically, we propose that clauses 2.2.2e, 2.4.1, 2.6.1, 2.10.9, and 2.11 should only apply to residential consumers. For clauses 2.10.1, 2.10.5, and 2.10.6, the requirement to notify the consumer in writing at least 10 business days prior to the renewal/ expiry/ termination of the contract should also apply only to residential consumers.</p> <p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>We propose that the requirement to provide 10 business days' notice in writing to consumers prior to termination in clause 2.10.6, 2.10.1 and 2.10.5 should only be applicable to residential consumers. Non-</p>	<p>EMA conducted in 2017 a comprehensive review of the consumer safeguards covering both residential and business consumers. The safeguards to be enforced under the Code takes into account the comments and feedback of industry stakeholders and the Consumers Association of Singapore. The provision applicable to residential consumers only are clearly set out in Section 3 of the amended Code.</p> <p>To clarify, EMA does not require retailers to amend existing contracts to comply with the amended Code <u>except</u> for the purpose of implementing the ROLR framework (sections 2.5.2(d) and 2.9A). We have included Clause 1.7.2 to clarify this.</p>

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		<p>residential consumers will be subjected to the terms and conditions stipulated in the supply agreement</p> <p>Note: All the negotiated agreements with industrial and commercial consumers (including government tenders) have already clearly stipulated the notice period requirement that should not be conflicted. The intent of 10 business days' notice as communicated by EMA has always been for the protection of residential consumers.</p>	
4	2.1.2(b)(ii)	<p><u>SP Services</u></p> <p>SPS would like to seek clarification from EMA on whether the clause is referring to a non-residential consumer with an aggregate electricity consumption of 2,000 kilowatt-hour or less when calculated over a continuous period of not more than 12 months.</p>	<p>The consumers referred to in 2.1.2(b) are consumers who would become eligible in the OEM. The approval referred to in Clause 2.1.2 may be subject to conditions that retailers shall comply with, failing which EMA may suspend the approval. Clause 2.1.2 has been amended clarify this.</p>
5	2.2.2(e)	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>Some consumers may not necessarily require explanation. As such, we propose the following amendments to 2.2.2 (e):</p> <p><i>(e) where necessary and/or otherwise specifically requested, to explain to a residential 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));</i></p>	<p>The intent is not to require physical explanation for any offer to sell that does not involve human interaction, e.g. Interactive Voice Response (IVR), or electronic platforms.</p> <p>EMA has amended the clause accordingly:</p> <p><i>2.2.2(e) explain verbally, or if this is not practicable, provide in writing or by other means of communication, to a consumer all key information and terms in an offer to sell in a simple and clear manner (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))</i></p>

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			<p>To supplement the above, EMA will expand 2.2.2(j) to require information in an offer to sell (on top of promotional materials) to be presented in a simple and clear manner:</p> <p><i>2.2.2(j) ensure that all representations made in by the Licensee's Licensee (including representations in its promotional materials and offer to sell) truthfully and accurately represent actual conditions, situations and circumstances and are presented in a simple and clear manner;</i></p>
6	2.4	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>- Comparison Of Offer for Residential Consumers Only</p> <p>Currently, on a daily basis, Licensees respond to Non-Residential Consumers request for quote for their electricity supply. The proposed clause seems to imply that all standard offers that the Licensee are sending out to customer on a daily basis needs to be upload and published on the Price Comparison Website. Note: EMA has indicated that 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. To comply with this clause, a huge administrative burden to the Licensee would be created. We believe that it is not the intent of EMA to create additional administrative burden to the Licensee that will in turn increase the overall cost to serve for consumers which ultimately the consumers need to bear.</p> <p>The intent for the introduction of the Price Comparison Website is to provide a platform for Residential Consumers to compare the price plan available in the market. As such, we would like to suggest to EMA that this new requirement for a Licensee to upload and publish standard</p>	<p>EMA conducted in 2017 a comprehensive review of the consumer safeguards covering both residential and business consumers. The safeguards to be enforced under the Code takes into account the comments and feedback of industry stakeholders and the Consumer Association of Singapore. This includes the requirement for retailers to upload standard price plans on the Price Comparison Website to facilitate price comparison for both residential and non-residential consumers.</p> <p>To clarify, the intent is to require retailers to publish on the Price Comparison Website their standing standard price plans being offered to OEM consumers i.e. residential consumers as well as business consumers whose average monthly consumption is less than 2,000kWh. Retailers are not required to publish any standard price plan being offered to non-OEM consumers. We have amended Clause 2.4.1 to make this clear.</p> <p>EMA maintains that it is necessary for retailers to publish the entire (instead of just the key) terms and information of standard offers on the Price Comparison Website. The Price Comparison Website facilitates retailers in providing this under the "Full Terms and Conditions" field. Retailers can simply include a weblink to their full terms and conditions in this field.</p>

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		<p>offers on the Price Comparison Website be limited to only price plan that is available for Residential Consumers.</p> <ul style="list-style-type: none"> <li>- Definition of "Standard Offers"</li> </ul> <p>The definition of "standard offers" is not in the Code. The Code should only stipulate the minimum requirement to upload and publish standard price plan on the Price Comparison Website. We would suggest that the standard offer to be upload and publish on the Price Comparison Website should be limited to only plain vanilla "Electricity Only" price plan that is available for ALL residential consumer. As such, we propose the following definition to be included in the Code:</p> <p><i>Standard offers refers to any generic price plan (electricity only with no bundling with other services and/or products) that is offered to residential consumers at large on an as-is basis for the supply of electricity based on: (i) Fixed price; (ii) Discount-off the prevailing residential regulated tariff; or (iii) peak (7.00am to 10:59pm) and off-peak (11pm to 06:59am) prices.</i></p> <p>If the Price Comparison Website is an effective marketing channel, the Licensee could voluntarily post more price plan on it instead of making it mandatory for all standard offers to be upload and publish.</p> <ul style="list-style-type: none"> <li>- Condition 2.4.1</li> </ul> <p>We propose to replace the word "entire" with "key" before the words "information and terms of each of its standard offers" in clause 2.4.1;</p> <p>In order for a smooth and successful launch of the OEM, it is crucial for EMA to specify all the necessary information, requirements, conditions and criteria prior to the launch and provide the Licensee reasonable</p>	<p>The definition for "standard offers" will be prescribed by EMA on its website and/or the OEM website.</p>

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		<p>time to comply. As such, we propose the following amendment to the last sentence in clause 2.4.1:</p> <p><i>"The Licensee shall ensure that its standard offers comply with the requirements, conditions and criteria specified by the Authority <u>that is made known to the Licensee with reasonable prior notice which enables timely compliance</u>".</i></p> <p>We would like to confirm that any changes to the current framework that is to be imposed by EMA should be subject to the Section 3(4) of the Electricity Act and be implemented only after a consultation process with the affected licensees (together with the appeal framework prescribed in the Electricity Act).</p>	
7	2.5.2	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>We would like to propose that clause 2.5.2 be amended as follow to cater for oral contracts that are made over the phone where there is no "signature":</p> <p>"A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed, <b>acknowledged and accepted</b> (whether by hand, electronically or otherwise) by the Licensee and the consumer."</p>	<p>EMA recognises that a retailer may enter into contracts/agreements with consumers via acknowledgement and/or acceptance by them with or without physical signatures. This includes oral contracting. Clause 2.5.2 has been amended as follows to give retailers the flexibility to do so:</p> <p><i>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.</i></p>
8	2.5.2(d)	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></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</p>	<p>The boilerplate clause on U-Save will only apply to residential consumers. As such, the relevant provision will be transferred from 2.5.2(d) to Section 3 of the amended Code (refer to new Section 3.3 on U-Save Rebates).</p>

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		electricity charges when the Licensee bills its <b>residential</b> consumers directly:	The boilerplate clause on contact information transfer for ROLR events applies to all consumers As such, it is retained under Clause 2.5.2(d).
9	2.6.1	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>This requirement is only applicable to residential consumers since information on U-Save rebates is on the list of key information.</p> <p>We would like to suggest EMA to remove “Contract end date” from the list of key information to be included in the bill. This information is not necessary since a Licensee is required under clause 2.10 to notify the residential consumer of the expiry of the contract at least 10 business days prior to date of its expiry.</p> <p>With reference to the sentence “without limitation, such information and terms as may be prescribed by the Authority”, EMA has to confirm the details to be presented on the bill prior to the launch. Retailers may not be able to comply with last minute changes and this increase our operational costs, which adversely affects the consumers.</p>	<p>EMA conducted in 2017 a comprehensive review of the consumer safeguards covering both residential and business consumers. The safeguards to be enforced under the Code takes into account the comments and feedback of industry stakeholders and the Consumer Association of Singapore. This includes the requirement for all invoices to provide the information and terms identified by EMA to be necessary to be shown to consumers.</p> <p>However, EMA acknowledges that the key information pertaining to invoices for residential and non-residential consumers may differ. Refer to Appendix 1 to Annex A for the revised list of information.</p> <p>EMA has reviewed and decided to retain ‘Contract end date’ as one of the key information to be specified on Licensees’ invoices, notwithstanding the requirement for Licensees to notify consumers of the expiry of contract at least 10 business days prior to the contract expiry date. This will provide consumers with greater transparency and allow them to be equipped with this information regularly during the contract period, rather than a one-time notification prior to contract expiry.</p>
10	2.7.3	<p><u>Hyflux</u></p> <p>Clarification: For avoidance of doubt, the requirements specific to 2.7.2(c) will only apply to the invoice where such early termination charges are applicable (and not for every invoice).</p>	The requirement to apportion early termination charges in bills/invoices is not applicable for contracts without bundled products/services.


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11	<p>2.8.1</p> <p>2.10.2(e) [now 2.10.2(e) &amp; 2.10.5(e)]</p> <p>2.10.5(d) [now 2.10.8(d)]</p> <p>2.10.6(g) [now 2.10.9(g)]</p> <p>2.12</p>	<p><u>Hyflux</u></p> <p>2.8.1: Propose to be able to seek the consent of the consumer either in writing, by email or other electronic communications</p> <p>2.10.2 (e), 2.10.5 (d), 2.10.6 (g): Mode of communication through which the consumer may inform the Licensee can be specified in the notification and is not only limited to "in writing"</p> <p>2.12: Propose to be able to seek the consent of the consumer either in writing, by email or other electronic communications</p>	<p>Where consumer's consent is required (such as under 2.8.1, 2.10 and 2.12), such notification from the consumers should be in writing so as to avoid misunderstanding/disputes.</p> <p>EMA is agnostic to how retailers obtain such written consent. For example, it is possible for consumers to provide consent via ticking a checkbox electronically.</p> <p>EMA has inserted Clause 1.4.8 in the amended Code to make this clear:</p> <p><i>1.4.8 A reference in this Code to the words "in writing" or a grammatical variation thereof includes any communications effected by facsimile transmission, e-mail or other means of communication.</i></p>
12	<p>Clause 2.9A.1</p> <p>Clause 2.9A.3</p>	<p><u>Hyflux</u></p> <p>Proposal: Request for Authority to review the frequency of customer information updates to be provided to the MSSL. Propose a bi-annual provision instead of a monthly provision since the Licensee will need to provide the consumer information to MSSL within 2 business days during a ROLR event under 2.9A 3(b)</p> <p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>If the Licensee is able to fulfill the requirement under clause 2.9A.3(b), MSSL would have obtained the latest information to inform consumer of the RoLR event. As such, there is no need for the requirement under clause 2.9A.1. It is more cost effective and efficient to get the information when required under clause 2.9A.3(b).</p>	<p>Any consumer can potentially be affected by a ROLR event. As such, this requirement should apply to the contact information of residential and business consumers.</p> <p>The contact information needs to be provided and subsequently updated on a monthly basis to ensure that the Market Support Services Licensee ("MSSL") has sufficiently up-to-date contact information to notify all affected consumers during a ROLR event.</p> <p>EMA noted the typographical error for SFTP and has amended the draft accordingly.</p>

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		<p>We propose that the requirement should only apply to the contact information of <u>residential</u> customers.</p> <p><u>SP Services</u></p> <p>SPS wishes to highlight that it should be 'Secure File Transfer Protocol' instead of 'Secured File Transfer Protocol.'</p>	
13	Clause 2.9A.3(a)(ii)	<p><u>SPS</u></p> <p>SPS wishes to highlight that not all transfer requests submitted may be valid and a transfer request may be submitted by the new retailer instead of the consumer.</p> <p>Hence, SPS would like to propose the following changes.</p> <p><i>2.9A.3(a)(ii): unless <b>there is a valid customer transfer request for the consumer</b> 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</i></p>	EMA has amended 2.9A.3 accordingly.
14	Clause 2.9A.2(a)(i) and (b)	<p><u>Hyflux</u></p> <p>Request for more information on the process flow and timeline for a consumer who is eligible to apply to cease classification as a contestable consumer, ie will MSSL provide a listing to confirm which small consumers (especially for non-residential consumers with less than 4,000kWh average monthly consumption) will be eligible prior to</p>	During a ROLR event, the transfer of affected consumers from the defaulting retailer to the default supply arrangement with the MSSL will be carried out by the MSSL.

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		<p>transfer to MSSL, if the retailer needs to submit the application for cessation etc</p> <p>It is not clear how long each step in the process will take, if a ROLR event is triggered. For instance, should the retailer find out whether its consumers are eligible to cease his classification as a contestable consumer? If so, how long will this take? Given such, the tight deadlines of 1 business day, and 2 business days in Clause 2.9.A.3(a) &amp; (b) are potentially unrealistic to adhere to.</p>	
15	2.10.1 [now 2.10.1 & 2.10.4]	<p><u>Ohm</u></p> <p>Is it possible for EMA to split these 2 scenarios into separate sections for clarity, as they refer to 2 different types of contracts and scenarios, with somewhat varying requirements?</p> <ul style="list-style-type: none"> <li>- Scenario 1: Contract which does not have an auto-renewal clause, and customer wishes to renew</li> <li>- Scenario 2: Contract which has an auto-renewal clause, and customer does not wish to renew</li> </ul>	EMA has amended Section 2.10 accordingly.
16	<p>2.10.2(b) [now 2.10.2(b) &amp; 2.10.5(b)]</p> <p>2.10.6(c) [now 2.10.9(c)]</p>	<p><u>Sunseap</u></p> <p>2.10.2(b): Notification to the consumer on their upcoming expiry should not include the options the consumer has to purchase electricity from another Licensee or MSSL. The consumer should be aware of their options based on other Licensee's marketing efforts and the current Licensee should not need to highlight or prompt the consumer to consider other Licensee's offers.</p>	<p>The intent is to require each retailer to broadly convey to its contracted consumers the electricity purchase options available to them (such as buying electricity from another retailer).</p> <p>This requirement should apply to both (i) contract expiry cases and (ii) early termination cases. Notwithstanding the reason behind any involuntary early termination, the relevant consumers should retain the right to choose his next electricity purchase arrangement.</p>

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		<p>2.10.6(c): The portion in (c) which informs the consumer that they can purchase electricity from another Licensee should not be included. This may encourage consumers to default in payment and keep switching and defaulting in payment with different retailers. Early Termination Charges may be higher than security deposit (especially when capped at 2 months the average monthly invoice) and may not be a deterrent to consumers to clear their outstanding payment to avoid early termination charges. The Licensee should be able to transfer the consumer to SP Group during instances of termination due to arrears. The consumer can indicate his option, where applicable, to purchase on regulated tariff or wholesale electricity prices.</p>	
17	2.10.9 [now 2.10.12]	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>From the legal perspective, actual losses arising from early termination would have to be reasonable to be claimable by the retailer regardless of whether the customer is a residential consumer or not. However, the position in Singapore as to the enforce-ability of pre-agreed damages is whether liquidated damages specified in the contract are a genuine pre-estimate of the retailer's losses. This test is different from the concept of reasonableness as specified in Clause 2.10.9.</p> <p>We propose to amend Clause 2.10.9 as follows:</p> <p><i>"Any early termination charges imposed by a Licensee shall be reasonable and if such charges are pre-agreed in the contract, they shall be subject to the applicable law relating to liquidated damages then prevailing in Singapore."</i></p>	<p>Taking into account the comment, EMA has amended Clause 2.10.12 as follows:</p> <p><i>2.10.12 Any early termination charges imposed by a Licensee, pre-agreed or otherwise, shall be reasonable and are, for the avoidance of doubt, subject to the applicable law relating to liquidated damages.</i></p>

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18	<p>2.11.1</p> <p>2.11.3</p>	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>This new requirement under Clause 2.11 should only be applicable to residential consumers.</p> <p>To include the name of an individual in the contract as authorised person may not be practical as the employee may leave the company during the term of the contract. We would like to seek clarification with EMA whether stating the department that is in charge of resolving dispute eg. customer service centre is sufficient to meet this requirement.</p> <p>What are the safeguards that EMA will be putting in place to ensure that the Market Support Service Licensee or Transmission Licensee are align with the Licensee to resolve a dispute within 30 calendar days?</p> <p><u>Ohm</u></p> <p>It may be administratively/legally challenging for the Licensee and confusing for the customer to put a specific staff's name in the contract especially in the event of staff turnover.</p> <p>This could be revised to "<i>The Licensee's representative <del>named in the contract as</del> authorized to resolve...</i>", and include a new clause to state that the contract should indicate the ways to contact the Licensee in the event of a dispute, for e.g. contact number, email address, etc.</p>	<p>EMA conducted in 2017 a comprehensive review of the consumer safeguards covering both residential and business consumers. The safeguards to be enforced under the Code takes into account the comments and feedback of industry stakeholders and the Consumer Association of Singapore. This includes the requirement for an effective dispute resolution process for both residential and business consumers.</p> <p>The intent is to indicate a clear channel for consumers to contact their retailers for dispute resolution contact. This can be a specific individual (named or an appointment/designation), a department or appointed agent, etc. We have amended Clause 2.11.1 to make this clear:</p> <p><i>2.11.1 The Licensee's representative, agent or department set out in the contract as authorised by the Licensee 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).</i></p> <p>Dispute resolution obligations for the MSSL are set out in the Market Support Services Code.</p>
19	3.2	<p><u>Hyflux</u></p> <p>Request for the Authority to review the limit of security deposit amount collection as the amount may not be sufficient to cover the potential exposure arising from late payment / non-payment of invoices coupled</p>	<p>The proposed cap on Security Deposit ("SD") was consulted with the industry at the Briefing to Retailers held on 9 May 2017. Taking into account retailers' feedback, EMA decided to raise the SD cap from 1.5 months to 2 months.</p>

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		<p>with the additional 10 business days' notice period required to be served before any consumer can be terminated / transferred to MSSL. A typical billing cycle is as such:</p>  <p>Propose to increase to 3 times of the average monthly electricity charges instead.</p> <p>It may be difficult to obtain 12 months historical consumption information for the calculation of the security deposit amount as the consumer may not give consent to access their historical consumption upfront, or may not provide sufficient historical invoices to perform a 12 months average calculation. Propose to use a 3 months' average calculation instead.</p> <p><u>Peerer</u></p> <p>For Household market, resident are required to pay a specific deposit based on a set amount <a href="https://services.spservices.sg/appOnlineApplication/main.aspx#point3">https://services.spservices.sg/appOnlineApplication/main.aspx#point3</a></p> <p>Are we open to discussion an option to either set security deposit based on SP services model or what is suggested in point 3.2</p> <p>Also am I correct to say when consumers open an MSSL account with SP and subsequently switch out of SP services to other retailer this is what happens current process in relation to security deposit.</p> <p>1. Consumer place deposit with SP services</p>	<p>While EMA does not prescribe the method to calculate the SD quantum, retailers may estimate the consumer's monthly average consumption size by looking at the consumer's past invoices. In the absence of credible historical consumption information, retailers may use national average consumption figures (available for different dwelling type on SP Group's website) to estimate the maximum amount of SD that retailers are allowed to collect. Further, EMA does not restrict retailers from reviewing the amount of SD as long as such reviews are made known to consumers.</p> <p>To clarify this in the Code, EMA has supplemented Clause 3.2 with the following provision:</p> <p><i>The requirement under this section 3.2 shall only apply at the point when the contract with the consumer is executed or renewed, and at the point where a Licensee amends the quantum of the security deposit in accordance with the contract between the Licensee and a residential consumer.</i></p> <p>EMA will not penalise retailers for "over-collection" due to subsequent reductions in consumers' consumption.</p> <p>When switching, consumers' SD with MSSL need not be withdrawn so that it can be used to offset their non-electricity bills.</p>

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		<p>2. Consumer refunded any amount remaining from SP after deducting latest bill (point 2&amp;3 interchangeable)</p> <p>3. Consumer place security deposit with electricity retailer (point 2&amp;3 interchangeable)</p> <p>4. Electricity retailer transfer X2 or X1.5 (depending 2 years track record with SP) of consumer average 12 month bill to SP</p> <p>I am sure you spot the inefficient mode of process here should that really be the current process in relation to security deposit.</p> <p>A consumer will get refunded a specific amount only for the security deposit to be place back in SP.</p> <p>If the current process is as I have highlighted in the point above may I suggest the following:</p> <p>Deposit to held with electricity retailer with a third-party authorization much like the current model of retailers have in place with EMC</p> <p><u>Sunseap</u></p> <p>The Licensee should ensure that the required security deposit does not exceed 2 times his average monthly electricity bill and the calculation of the security deposit amount required should follow the retailer's sign-up process and systems. Prescribing the method to calculate the required security deposit at the point of sign-up encumbers the sign-up process for both the Licensee and consumer.</p>	

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		<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>To confirm if the reference to “average monthly electricity charges as invoiced to that consumer” refers to invoices issued by the same retailer only or other retailers/MSSL.</p> <p>If the consumer were previously taking electricity from MSSL or other retailers, how would the retailer know about the average monthly electricity charges previously invoiced by the other retailers/MSSL?</p>	
20	3.4 [now 3.5]	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>Editorial Changes for 3.4.1(a) and (b):</p> <p>(a) engage in telemarketing with any <b>residential</b> 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 residential consumer, unless the residential consumer has given the Licensee the consent to do so;</p> <p>(b) engage in door-to-door marketing with any <b>residential</b> 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 residential consumer; and</p>	EMA has accepted the proposed editorial changes.
21	3.4(a) [now 3.5(a)]	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>The “Do Not Call” framework under the PDPA regulates Telemarketing activities in Singapore. During IRC implementation, EMA introduced the</p>	EMA would like to take a conservative approach to protecting consumer interest, especially at the initial stage of the OEM. After the OEM has stabilised, EMA will review the need to maintain the measures (such as disallowing unsolicited telemarketing) in consultation with the industry.

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		<p>“Do Not Contact” framework. Both frameworks are similar in nature as they both work on an “opt-out” basis.</p> <p>The current proposal to implement an “opt-in” scheme for telemarketing to residential consumer during OEM is inconsistent with the “Do Not Call” framework and the “Do Not Contact” framework in Singapore. Based on our understanding, other major electricity markets that have implemented retail contestability has not adopted such “opt-in” scheme. The “opt-in” scheme is not practical for implementation. As such, we urge EMA to reconsider the implementation of 3.4.1(a).</p>	
22	3.4(c) [now 3.5(c)]	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>For Clause 3.4.1(c), the prohibition is too vague. It is not clear what is considered as “near or at residential premises”. It should be noted that some residential premises are located within the same building as a shopping centre. Commercial premises and the immediate vicinity should be excluded from the marketing prohibition even if located near or at residential premises.</p> <p>We can understand the prohibition of marketing at void decks, lift lobbies and corridors of residential premises but it would be illogical to disallow road shows to be conducted at nearby shopping centres or parks.</p> <p>For clarity, we would propose the following amendment to clause 3.4.1(c):</p> <p>“perform marketing activities <b>with the objective of signing up</b> residential consumers <b>for electricity contracts</b> at the void decks, lift lobbies and corridors of the residential units. <b>For the avoidance of</b></p>	<p>The intent is to prevent retailers from circumventing the prohibition under 3.4.1(b) by performing market activities around void decks, lift lobbies and corridors.</p> <p>EMA allows retailers to perform marketing activities at public areas such as shopping malls, markets, retail areas in town centres, bus interchanges, and MRT stations. Retailers can also place hardcopy mailers at letterboxes.</p> <p>If in doubt, retailers can consult EMA whether a venue for conducting physical marketing activities is objectionable.</p>

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		<p>doubt, such marketing activities can be performed at any commercial premises (including but not limited to shops, coffee shops, supermarkets, shopping malls, neighbourhood centres or other public open spaces) located at or near the residential premise.”</p>	
23	3.6 [now 3.7]	<p><u>Keppel, PacificLight, Sembcorp, Senoko, Seraya, Tuas</u></p> <p>We reiterate that the requirement to publish a Fact Sheet is not necessary because it is a duplication of the key terms and conditions in our power supply agreement signed between the Retailer and Consumer.</p> <p>In the event that the Fact Sheet and the terms and conditions in the power supply agreement differs, contractual disputes would potentially occur with regard to which document shall prevail. For instance, if no late payment interest provision is stipulated in the Fact Sheet, would a residential consumer interpret that the Licensee is not allowed to impose late payment interest in the terms and conditions of the supply agreement?</p> <p>We propose that the usefulness and effectiveness of the Fact Sheet for residential consumer be reviewed by EMA after pilot launch. If residential consumers do not find the Fact Sheet useful, we should consider removing this requirement for the full launch.</p> <p><u>Hyflux</u></p>	<p>The requirement for retailers to provide a Fact Sheet in respect of their standard price plans for residential consumers is to ensure key information and terms are provided to residential consumers in a reader-friendly and standardised format. This will facilitate comparison of standard price plans.</p> <p>For non-standard price plans offered to residential consumers, retailers are required to publish the relevant Fact Sheets on their website.</p> <p>EMA will review the above requirements after the OEM has stabilised.</p>

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		<p>Proposal: For standard price plans, all Factsheets will be available on the website / Price Comparison Website. For non-standard price plans, propose to send directly to consumers after the engagement where the consumers' acknowledgement will still be obtained at the time they contract with the Licensee.</p>	