

Gazette notice for the amendment of the NSW Social Programs for Energy Code

ELECTRICITY SUPPLY ACT 1995 AND GAS SUPPLY ACT 1996

The NSW Social Programs for Energy Code

I, Matt Kean MP, Minister for Energy and Environment:

1. in accordance with clause 21(5) of the *Electricity Supply (General) Regulation 2014* and clause 5(5) of the *Gas Supply (Natural Gas Retail) Regulation 2014*, revoke Version 6.0 of the NSW Social Programs for Energy Code ('the Code'), which took effect on 1 May 2019 (NSW Government Gazette No. 41 of 3 May 2019 of page 1294), with the revocation to take effect on 1 November 2021; and
2. in accordance with clause 21(3) of the *Electricity Supply (General) Regulation 2014* and clause 5(3) of the *Gas supply (Natural Gas Retail) Regulation 2014*, adopt Version 7.0 of the Code as set out in Schedule 1 to this notice, with Version 7.0 of the Code to take effect on 1 November 2021 immediately after the revocation of Version 6.0 of the Code in accordance with paragraph 1.

Dated at Sydney, this ^{24th} day of *September* 2021



Matt Kean MP
Minister for Energy and Environment

NSW Social Programs for Energy Code

Low Income Household Rebate

NSW Gas Rebate (including NSW Gas Rebate for LPG customers)

Life Support Rebate

Medical Energy Rebate

Family Energy Rebate

Energy Accounts Payment Assistance (EAPA) Scheme

Seniors Energy Rebate

Effective Date: 1 November 2021

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NSW Social Programs for Energy Code

Electricity Supply Act 1995

Gas Supply Act 1996

This Social Programs for Energy Code (the Code) has been prepared and adopted pursuant to clause 21 of the *Electricity Supply (General) Regulation 2014* (ES Regulation) and clause 5 of the *Gas Supply (Natural Gas Retail) Regulation 2014* (GS Regulation) for the purpose of facilitating the NSW Government's social programs for electricity and gas. Any person to which the Code applies must comply with the requirements of the Code pursuant to clause 22(3) of the ES Regulation and clause 6(3) of the GS Regulation. The Minister may conduct audits to determine compliance with the Code. The Minister may also accept undertakings to ensure compliance with the Code and take Court action to enforce those undertakings.

PART A

A1. Dictionary

- A1.1 **administration fee** means:
- (a) for **rebates** (other than the Family Energy Rebate), \$0.80/365 multiplied by the total number of **eligible customers** as at the end of the month and multiplied by the number of days in the month; or
 - (b) for the Family Energy Rebate, \$0.80 multiplied by the total number of **eligible customers** paid by the **retailer** as at the end of the month.
- A1.2 **account holder** is a customer.
- A1.3 **acquittal statement** means the relevant statement for each **rebate** and **EAPA** prepared and submitted by the **retailer** using a template provided by the **Department**.
- A1.4 **approved life support equipment** are the items listed at Appendix B3.1.
- A1.5 **Code** means this NSW Social Programs for Energy Code.
- A1.6 **customer retail contract** has the same meaning as in the *National Energy Retail Law (NSW)*.
- A1.7 **Department** means the Secretary of the Department of Planning, Industry and Environment or the Secretary's nominee.
- A1.8 **Department's website** means energysaver.nsw.gov.au, energy.nsw.gov.au, service.nsw.gov.au and/or any other website as notified by the Department to **retailers** from time to time.
- A1.9 **EAPA** means Energy Accounts Payment Assistance.
- A1.10 **EAPA Provider** means an entity approved by the **Department** to deliver the **EAPA** Scheme .
- A1.11 **eligible customer(s)** is as defined for each **rebate** and **EAPA** voucher at clauses B1.1, B2.1, B2A.2, B3.1, B4.1, C1.1, D.1.2.3 and E1.2.
- A1.12 **embedded network** has the same meaning as in the *National Electricity Rules*.
- A1.13 **energy** means electricity or gas or both.
- A1.14 **Energy Retailer Audit Framework** means the **Department's** guide for how it will audit **retailers** as made available to **retailers** at any given time.
- A1.15 **exempt seller** has the same the meaning as exempt seller in the *National Energy Retail Law (NSW)*.
- A1.16 **gross amount of the bill** means the total charges for the billing cycle, including usage charges and daily supply charges, less any applicable discounts.
- A1.17 **hardship customer** has the same meaning as in the *National Energy Retail Law*

(NSW).

- A1.18 **market offer** has the same meaning as in the *National Energy Retail Law (NSW)*.
- A1.19 **market retail contract** has the same meaning as in the *National Energy Retail Law (NSW)*.
- A1.20 **Minister** means the New South Wales Minister for Energy and Environment.
- A1.21 **on-supply customer** is an embedded network customer who resides in NSW and purchases metered **energy** from:
- (a) an **exempt seller**; or
 - (b) a **retailer** where that **retailer** directly bills the customer; and
 - (c) is not on a **market retail contract** or **standard retail contract**.
- A1.22 **payment error** means a **rebate** or **EAPA** payment on to a **residential customer** energy bill or invoiced to the **Department**:
- (a) which was not calculated in accordance with the requirements set out in this **Code**; or
 - (b) to a customer that was not eligible, or cannot be established as having been eligible, to receive a **rebate** at the time the **retailer** was last required under this Code to verify the customer's eligibility for the **rebate**.
- A1.23 **residential customer** means a customer who purchases energy principally for personal, household or domestic use at premises on a **market retail contract** or **standard retail contract**.
- A1.24 **rebate(s)** refers to any or all of the Low Income Household Rebate, NSW Gas Rebate (including NSW Gas Rebate for LPG Customers), Life Support Rebate, Medical Energy Rebate, Family Energy Rebate and Seniors Energy Rebate as relevant.
- A1.25 **reporting period** means the period from 1 January to 30 June or 1 July to 31 December (as applicable).
- A1.26 **retailer(s)** means the holder of a retailer authorisation and includes Ergon Energy Queensland Pty Ltd (ACN121 177 802) for the purposes of the **Code**;
- A1.27 **retailer payment** means the sum of the **administration fee** and the total value of **rebates** paid each month.
- A1.28 **social programs for energy** means a NSW Government program to ensure that energy services (including connection services and **energy** supply) are available to those who are in need, including those who suffer financial hardship and those who live in remote areas, and includes:
- (a) any program for **energy** bills payment assistance including **EAPA**,
 - (b) any program for rebates to eligible pensioners,
 - (c) any program for rebates with respect to electricity used for life support systems; and
 - (d) any program designed to improve information about the energy offers available for energy services provided to those in need.
- A1.29 **standard retail contract** has the same meaning as in the *National Energy Retail Law (NSW)*.
- A1.30 **supporting documentation template** means a template provided by the **Department** to **retailers** or otherwise published on the **Department's website** in order for the **retailer** to comply with a reporting obligation under this **Code**.
- A1.31 **white label partnership** means a relationship entered into by a **retailer** with a third party who is not a **retailer** where the third party is marketing and/or delivering energy services under the **retailer's** authorisation.

Words and expressions used in this **Code** that are not defined in clause A1 but are defined in the *Electricity Supply Act 1995 (NSW)*, *Gas Supply Act 1996 (NSW)* or the *National Energy Retail Law (NSW)*, have the same meaning as they have in the relevant Act.

In the event of an inconsistency between the meaning of a term as defined in clause A1 and in another legislative instrument, the meaning in the **Code** is to prevail to the extent of the inconsistency.

A2. Purpose

- A2.1 This **Code** has been adopted in accordance with clause 21 of the *Electricity Supply (General) Regulation 2014* and clause 5 of the *Gas Supply (Natural Gas Retail) Regulation 2014* for the purpose of facilitating the delivery of the following **social programs for energy**:
- A2.1.1 Low Income Household Rebate;
 - A2.1.2 NSW Gas Rebate (including NSW Gas Rebate for LPG customers);
 - A2.1.3 Life Support Rebate;
 - A2.1.4 Medical Energy Rebate;
 - A2.1.5 Family Energy Rebate;
 - A2.1.6 **EAPA**; and
 - A2.1.7 Seniors Energy Rebate.
- A2.2 This version of the **Code** takes effect on 1 November 2021 and replaces the previous version 6.0.
- A2.3 The **Code** consists of five parts:
- A2.3.1 Part A outlines the general requirements applicable to the Low Income Household Rebate, NSW Gas Rebate, Life Support Rebate and Medical Energy Rebate;
 - A2.3.2 Part B outlines additional requirements that are specific to each of the Low Income Household Rebate, NSW Gas Rebate, Life Support Rebate and Medical Energy Rebate;
 - A2.3.3 Part C outlines the requirements applicable to the Family Energy Rebate;
 - A2.3.4 Part D outlines the requirements applicable to the **EAPA** Scheme; and
 - A2.3.5 Part E outlines the requirements applicable to the Seniors Energy Rebate.
- A2.4 Parts A, B, C, D and E apply to all electricity **retailers**.
- A2.5 Parts A and B apply to all gas **retailers** in respect of the NSW Gas Rebate. Part D applies to all gas **retailers**.
- A2.6 Parts A, B, C, D and E apply to Ergon Energy Queensland Pty Ltd (ACN 121 177 802), as an exempt person under clause 21(2) of the *Electricity Supply (General) Regulation 2014*, in relation to **eligible customers** connected to the distribution system of Ergon Energy Corporation Limited (ACN 087 646 062).

A3. Overview of social programs for energy

- A3.1 The Low Income Household Rebate is designed to provide assistance in relation to an **eligible customer's** electricity expenses.

- A3.2 The NSW Gas Rebate is designed to provide assistance in relation to an **eligible customer's** gas expenses. The NSW Gas Rebate for LPG customers is a subset of the NSW Gas Rebate and is designed to provide assistance to **eligible customers** who do not have a reticulated gas supply and must purchase liquid petroleum gas (LPG) or other gas bottles, or refills of bottles, for basic household needs as outlined in Part B2A.
- A3.3 The Life Support Rebate is designed to provide assistance where **approved life support equipment** that is essential to support life is used by the **eligible customer** or another person who lives at the same address as the **eligible customer**. This **rebate** is not means tested and depends on the type of machine in use, and in some cases, the frequency of such use.
- A3.4 The Medical Energy Rebate is designed to provide assistance where an **eligible customer** or a person who lives at the same address as the **eligible customer** has an inability to self-regulate body temperature and the **eligible customer** holds one of the required concession cards. An inability to self-regulate body temperature may be associated with certain medical conditions.
- A3.5 The Family Energy Rebate is designed to assist families to manage their energy costs. It is only available to **eligible customers** who receive the Commonwealth Government's Family Tax Benefit A or B.
- A3.6 Each of the **rebates** set out in A3.1, A3.3 & A3.4 are applied to a **residential customer's** electricity bill.
- A3.7 The **EAPA** Scheme is designed to assist **residential customers** who are experiencing difficulty in paying their **energy** bill owing to a crisis or emergency situation.
- A3.8 The Seniors Energy Rebate is designed to provide assistance to **eligible customers** who receive the Commonwealth Seniors Health Card to help cover the cost of their electricity.
- A3.9 The **Department** must review the **Code** by 1 November 2023.

A4. Retailer obligations – all rebates and EAPA

- A4.1 A **retailer** must:
- A4.1.1 as soon as practicable after an election is made by any person who is or may be an **eligible customer**, for the provision of **energy** supply, inform that person of the availability of the **social programs for energy** and provide an application form, if requested;
- A4.1.2 include information on the availability of **social programs for energy** in all bills issued to **residential customers** and **on-supply customers**;
- A4.1.3 include information relating to the availability of **social programs for energy** on its website;
- A4.1.4 acknowledge that the relevant **social programs for energy** is funded by the NSW Government in any promotional material that refers to the **social programs for energy**;
- A4.1.5 inform **on-supply customers** who are on-supplied residential community residents, on-supplied retirement village residents and on-supplied strata scheme residents of the availability of the **rebate(s)** if contacted by these customers and direct them to the **Department's website** for information on how to apply;
- A4.1.6 from 1 February 2022, inform **on-supply customers** of the availability of the **rebate(s)** if contacted by these customers and direct them to the **Department's website** for information on how to apply; and

A4.1.7 publish links on its website in community languages to the relevant part of the **Department's website** which provides the following information in the relevant community language:

- (a) the types and monetary values of **rebates** that are available for customers in NSW who are supplied **energy**;
- (b) the eligibility criteria that applies to each type of **rebate**; and
- (c) how an **eligible customer** can apply for each **rebate**.

Note: Not all residential community, retirement village or strata scheme residents are on-supplied **energy**. Some residential community, retirement village and strata scheme residents are supplied **energy** directly by a **retailer** through a **market retail contract** or **standard retail contract** and are considered eligible for all **rebates** subject to meeting all eligibility criteria outlined in Parts B, C and D. **Retailers** must meet the obligations outlined in the **Code** for these customers.

A4.2 **Retailers** may promote the **social programs for energy** together with their own products as part of their overall marketing strategy but must, at all times, comply with clause A4.1.

A4.3 **White label partnerships**

A4.4.1 **Retailers** must ensure all requirements under this **Code** and the *National Energy Retail Law (NSW)* are met when engaging in a **white label partnership**.

A.4.4.2 **Retailers** engaging in a **white label partnership** must:

- (a) inform the **Department** of the arrangement in writing before marketing the partnership to **residential customers** and/or **on-supply customers** and placing **residential customers** and/or **on-supply customers** on contracts, with an assurance that the **retailer** is meeting A4.4.1;
- (b) explicitly inform any customer of the **white label partnership** who their **retailer** is;
- (c) ensure affected customers energy bills:
 - (i) comply with the *National Energy Retail Law (NSW)*;
 - (ii) explicitly identify the **retailer** as the licensed entity to sell energy (e.g. 'powered by' or 'authorised by' after the white label partner's name/logo); and
- (d) provide the **Department** with a template energy bill ahead of launching the **white label partnership**.

A4.4 Clause A4.1.5 does not apply from 1 February 2022.

A5. General Information – Low Income Household Rebate, NSW Gas Rebate, Life Support Rebate and Medical Energy Rebate

A5.1 Application of this section

A5.1.1 In this section A5, references to **rebate(s)** applies to the Low Income Household Rebate, NSW Gas Rebate, Life Support Rebate and Medical Energy Rebate.

A5.1.2 **Retailers** must have systems in place to enable them to deliver all **rebates** in line with the requirements contained in the **Code**.

A5.2 Information to customers

A5.2.1 An **eligible customer** may receive one or more **rebates** concurrently, or more than one payment under the Life Support Rebate, subject to meeting the eligibility requirements for each **rebate**.

A5.2.2 Where one or more **rebates** are payable, **retailers** must identify each

rebate as a separate credit amount on the **eligible customer's** bill.

A5.2.3 A **retailer** must use the following descriptions (as relevant) for each separate credit amount on the bill:

A5.2.3.1 “NSW Gvt Household rebate” or “NSW Low Income Household Rebate”;

A5.2.3.2 “NSW Government Gas Rebate”;

A5.2.3.3 “NSW Government Life Support Rebate” or “NSW Government Rebate for the [insert specific machine type]”;

A5.2.3.4 “NSW Medical Energy Rebate”; and

A5.2.3.5 “NSW Family Energy Rebate”.

A5.3 Verification of new customers with Services Australia (SA)/the Commonwealth Department of Veterans' Affairs (DVA)

A5.3.1 Where required under the eligibility criteria for each **rebate**, a **retailer** must verify the Pensioner Concession Card, SA Health Care Card or DVA Gold Card status of each new customer with SA before a **rebate** is applied to that customer's bill.

A5.3.2 Despite clause A5.3.1, if a **retailer** verifies the eligibility of new customers with SA in weekly or monthly batches, rather than using a single enquiry to verify a customer individually, reasonable attempts must be made by that **retailer** to ensure eligibility is verified before the **rebate** is applied to a **customer's** bill.

Note: To avoid errors in entering the Pensioner Concession Card, SA Health Care Card or DVA Gold Card number in the system, **retailers** are encouraged to use the SA algorithm which verifies whether the SA customer reference number/DVA file number is genuine and prevents the system accepting incorrect numbers. To gain access to the SA algorithm, **retailers** must apply directly to SA.

A5.4 Notifying ineligible customers

A5.4.1 A **retailer** must notify a customer who applies for a **rebate**, but is found to be ineligible to receive the **rebate** applied for, of their ineligibility as soon as practicable.

A5.4.2 The notification given by the **retailer** must include the reason(s) for declining the application.

A5.5 Date of commencement

A5.5.1 Once an **eligible customer** is assessed as eligible to receive a **rebate**, the **retailer** must pay the **rebate** from the date on which the application was made by the **eligible customer**

A5.5.2 Subject to clause A5.6, **rebates** must not be back-dated prior to the date on which an **eligible customer's** application is made.

A5.5.3 Where an **eligible customer** is determined to be eligible to receive the relevant **rebate** but is subsequently supplied by a new **retailer**, the date the **eligible customer's** supply commences with the new **retailer** will be the date from which the new **retailer** is responsible for applying the **rebate**. This will ensure that the **rebate** is continuously paid to the **eligible customer** during the transfer from one **retailer** to another.

A5.6 Ensuring eligible customers continue to receive the Rebate

A5.6.1 **Retailers** must ensure that **eligible customers** continue to receive the **rebate** without interruption (provided there is no change to their circumstances that would render the customer ineligible) in the following circumstances:

- (a) after changing contracts;
- (b) after changing **retailer**;
- (c) after moving residence; or
- (d) during the annual verification process.

A5.7 Retailer error and rebates to eligible customers

- A5.7.1 If an action or inaction by a **retailer** results in **rebate** payments not being commenced correctly, or such payments being interrupted incorrectly, including for any of the reasons listed in A5.6, the **retailer** must reimburse the **eligible customer** for any amounts they would have otherwise been entitled to receive calculated from the date of the action or inaction by the **retailer**.
- A5.7.2 For clarity, a **retailer** is permitted to calculate any reimbursement in these circumstances for any period determined in accordance with clause A5.7.1 without prior agreement of the **Department**.
- A5.7.3 If a **retailer** makes a **payment error**, the **retailer** must reimburse the **Department** for any amounts the customer was paid but was not entitled to receive and any **administration fee** that the **retailer** received for administering the **rebate**.
- A5.7.4 Without limiting clause A5.7.3 and subject to clause A5.7.5, a retailer must bear the cost of any payment error and must not seek to recover such costs from a customer, including by reversing a credit applied to a customer's bill as a result of the payment error.
- A5.7.5 A **retailer** can reverse any credit applied to a customer's bill as a result of a **payment error** within 30 calendar days after a bill showing the **payment error** has been issued to the customer. To avoid doubt, from the date that is 30 calendar days after a bill showing a payment error has been issued to a customer, clause 5.7.4 will apply in relation to that **payment error**.

A5.8 Arrangements for retailer payment

- A5.8.1 A **retailer payment** will be provided to **retailers** each month where **retailers** have provided an invoice and **acquittal statement** as required by this **Code** except as provided for in clause A5.8.7.
- A5.8.2 The **retailer payment** for **rebates** must include:
- (a) the total value of the **rebates** paid to **eligible customers** during the month; and
 - (b) the **administration fee**.
- A5.8.3 The **retailer** must record the total value of the **rebates** paid by the **retailer**, the **administration fee** claimed by the **retailer** and the number of **eligible customers** based on the figures contained in the **retailer's** system records.
- A5.8.4 Each **retailer** must submit the following documents to the **Department** by the 10th business day of each subsequent month:
- (a) a completed and certified monthly **acquittal statement**; and
 - (b) a tax invoice for the **retailer payment** which complies with the invoicing procedures provided by the **Department** to **retailers** or otherwise published on the **Department's website**; and
 - (c) a completed **supporting documentation template** to substantiate the **retailer's** claims in the tax invoice and **acquittal statement**. The data used to complete the **supporting documentation template** must be sourced from the system

records referred to in clause A5.8.3.

A5.8.5 The **acquittal statement** must be certified and signed by an appropriately responsible person nominated by the **retailer**. Each **retailer** must communicate the name of the nominated person/s to the **Department** for verification purposes.

A5.8.6 Any changes to the **acquittal statement** and/or **supporting documentation template** will be made by the **Department** only after appropriate consultation with **retailers**.

A5.8.7 A **retailer payment** will not be paid where the invoice for that **retailer payment** is received by the **Department** more than three months after the due date specified in clause A5.8.4.

A5.9 Credit balance

A5.9.1 If the total of an **eligible customer's** bill is less than the **rebate** amount, the difference is to be applied as a credit to the **residential customer's** account and is to be carried forward to the next billing cycle.

A5.9.2 Where an **eligible customer** with a **rebate** credit elects to change his or her **retailer** or close their **energy** account with a **retailer**, that **retailer** must refund to the **eligible customer** the credit amount at the date of transfer to the new **retailer** or the date that the **eligible customer** closed the account with that **retailer**.

A5.10 Customers required to notify their retailer

A5.10.1 A **retailer** must advise **residential customers** that they are required to notify their **retailer**, as soon as possible, of any changes in their circumstances that would affect their pending application or continued eligibility for a **rebate**.

A5.11 Compliance

A5.11.1 **Retailers** must establish and maintain accounting procedures and records to enable periodic reports to be prepared to substantiate compliance with the **Code**.

A5.11.2 **Retailers** must, upon request, provide such reports to the Minister, the **Department** or any auditor appointed by the **Department**.

A5.11.3 **Retailers** must maintain records to substantiate compliance with the **Code** for a period of seven years.

A5.11.4 **Retailers** must undertake auditing in relation to **rebates and EAPA** in accordance with the **Energy Retailer Audit Framework**.

A5.12 Calculation of the rebate

A5.12.1 The Low Income Household Rebate and the Medical Energy Rebate must be:

- (a) calculated on the applicable daily rate basis (e.g. \$285/365 days) which is multiplied by the number of days in each billing cycle (e.g. for quarterly bills, 92 days); and
- (b) offset against the **gross amount of the bill** before GST is applied.

A5.12.2 The Life Support Rebate must be:

- (a) calculated on the applicable daily rate (24 hours or less than 24 hours) which is multiplied by the number of days in each billing cycle; and
- (b) offset against the **gross amount of the bill** before GST is applied.

A5.12.3 The NSW Gas Rebate must be:

- (a) calculated on the applicable daily rate basis (e.g. \$110/365 days) which is multiplied by the number of days in each billing cycle (e.g. for quarterly bills, 92 days); and
- (b) offset against the **gross amount of the bill** before GST is applied.

A5.13 Confidentiality

Retailers are required to protect the confidentiality of **residential customers** and **on-supply customers** to ensure that their records are not used for any purpose other than the delivery of **social programs for energy**.

A5.14 Reporting

A.5.14.1 By 30 January and 31 July each year, the **retailer** must provide for the immediately preceding **reporting period**, the following information to the **Department** in accordance with the **supporting documentation template**:

- (a) the postcode for each **residential customer** who received a **rebate** from the **retailer**;
- (b) in relation to a bill of a **residential customer** who received a **rebate**:
 - (i) the amount of electricity that was consumed and exported (where applicable);
 - (ii) the amount of gas that was consumed (where applicable);
 - (iii) the amount payable by the customer before the **rebate** was applied;
 - (iv) the amount of the **rebate** paid to the customer;
 - (v) the amount of any other payments made to the customer in relation to their energy usage; and
 - (vi) the amount of any discounts paid to the customer;
- (c) in relation to a bill of a **residential customer** who received **EAPA**:
 - (i) the amount of electricity that was consumed and exported (where applicable);
 - (ii) the amount of gas that was consumed (where applicable);
 - (iii) the amount payable by the customer before the **rebate** or was applied; and
 - (iv) the amount of **EAPA** provided to the customer;
- (d) in relation to a **residential customer** who received a **rebate** or **EAPA** and whose service was disconnected during the **reporting period**:
 - (i) whether the customer was a **hardship customer** in the 12 months prior to the disconnection;
 - (ii) whether the customer had been on a payment plan in the 12 months prior to the disconnection;
 - (iii) the amount owed by the customer at the time of the disconnection, including any additional costs and penalties;
 - (iv) the date the service was disconnected; and

- (v) if the service was reconnected, the date the service was reconnected;
 - (e) any other information relating to the delivery or improvement of a **social program for energy** required by the **supporting documentation template**.
- A5.14.2 By 31 July each year, the **retailer** must provide for the immediately preceding **reporting period** the following information in relation to the **retailer's** obligations under clause A6 of the **Code**:
- (a) the number of **residential customers** receiving a **rebate** who are being supplied **energy** from that **retailer** under a **standard retail contract**;
 - (b) the steps taken by the **retailer** to inform the **residential customer** of the **market offers** available to that customer;
 - (c) the number of **residential customers** who changed from being supplied **energy** under the **retailer's standard retail contract** to the **retailer's market retail contract**;
 - (d) in relation to the **residential customers** identified under subparagraph (c), the estimated yearly monetary savings to the customer from changing contracts; and
 - (e) the method the **retailer** has used to determine the most appropriate **customer retail contract** for customers for the purposes of clause A6.1.1 (if applicable).
- A5.14.2A The quality and accuracy of information provided under this clause A5.14 must be of a standard which is reasonably acceptable to the **Department**.
- A5.14.3 The information provided under this clause A5.14 must be presented in a manner that does not disclose any personal information relating to customers.
- A5.14.4 The **Department** may request further information or details in relation to any matter the subject of a report provided by a **retailer** under this clause A5.14.
- A5.14.5 The **retailer** must provide the information requested by the **Department** under clause A5.14.4 within 10 business days of receipt of the request, or such other timeframe agreed between the **Department** and the **retailer** in writing.

A6. General Information – all rebates

A6.1 Assistance to residential customers

- A6.1.1 Notwithstanding any other provision of this **Code**, a **retailer** must determine whether a **residential customer** is on the most appropriate **customer retail contract** for that **residential customer** at the following times:
- (a) within 20 business days of receipt of an application for a **rebate** which complies with the requirements of this **Code**; and
 - (b) in respect of **residential customers** already receiving a **rebate**, once every financial year and at, or within 40 days before, the expiry of each **residential customer's** contract or benefit.
- A6.1.2 The **retailer** must make a determination in accordance with clause A6.1.1 having regard to (without limitation):
- (a) the **residential customer's** consumption profile over a period of

- at least 12 months (if this is available to the **retailer**);
- (b) the objective of reducing the **residential customers** costs of buying **energy**;
 - (c) the estimated yearly monetary savings for the **residential customer** from accepting an alternative **market offer**; and
 - (d) the price and non-price terms and conditions of the **retailer's** offers.
- A6.1.3 A **retailer** can make a determination under clause A6.1.1 based on information already held by the **retailer**. A **retailer** is not required to seek additional information from a **residential customer** to make a determination under clause A6.1.1.
- A6.1.4 If the **retailer** determines in accordance with clause A6.1.1 that a **residential customer** is not on the most appropriate **customer retail contract** for that **residential customer**, the **retailer** must:
- (a) as soon as possible after the **retailer** makes a determination in accordance with clause A6.1.1, make a reasonable attempt to inform the **residential customer** of the option of switching to that **customer retail contract**; and
 - (b) use all reasonable endeavours to assist the **residential customer** to change to the most appropriate **customer retail contract** for that **residential customer** if the **residential customer** wishes to change.
- A6.1.5 Clause A6.1.4 does not apply if:
- (a) the **retailer** forms the view that there is no **market offer** that would provide the **residential customer** with a better alternative than the **residential customer's** current **customer retail contract**; or
 - (b) the **residential customer** has expressly requested not to receive marketing information or material from the **retailer**.

PART B

B1. Low Income Household Rebate

In this clause B1, references to **rebate** are to the Low Income Household Rebate.

B1.1 Eligibility criteria

B1.1.1 To be eligible for the Low Income Household Rebate a person must:

- (a) be a resident in New South Wales;
- (b) be:
 - (i) a **residential customer** of the **retailer**;
 - (ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or
 - (iii) an **on-supply customer** on or after 1 February 2022;

whose name appears on the electricity account for supply to his or her principal place of residence; and

- (c) hold a:
 - (i) Pensioner Concession Card issued by SA/ DVA;
 - (ii) SA Health Care Card; or
 - (iii) DVA Gold Card marked with:
 - a. War Widow or War Widower Pension;
 - b. Totally and Permanently Incapacitated (TPI); or
 - c. Disability Pension (EDA).

B1.1.2 Notwithstanding clause B1.1.1, if the person is assessed as eligible to receive the NSW Gas Rebate in accordance with clause B2, the person will be taken to be assessed to be eligible to receive the Low Income Household Rebate from the same date.

B1.1.3 Clause B1.1.1(b)(ii) does not apply from 1 February 2022.

B1.2 Application process

B1.2.1 A person may apply for the Low Income Household Rebate in person, in writing or by telephone.

B1.2.2 A **retailer** must establish a standard pro-forma application that requires an applicant to provide the following information:

- (a) the full name of the applicant;
- (b) the applicant's address;
- (c) the name and number of the concession card that makes the customer eligible for the Low Income Household Rebate;
- (d) the date of grant or expiry of the concession card;
- (e) the date of application for the Low Income Household Rebate;
- (f) whether the applicant is also sold gas by the **retailer**.

B1.2.3 The pro-forma application must include a statement to the following effect:

- (a) the eligibility details provided by the customer in their application will be used to check their Pensioner Concession Card/Health Care Card/Gold Card status with SA/DVA;

- (b) the customer has the right to revoke their consent to the eligibility check at any time in writing;
 - (c) if the customer refuses to give consent, they will no longer receive the Low Income Household Rebate unless they can provide written verification of their continuing eligibility from SA/DVA;
 - (d) if the customer is eligible for the Low Income Household Rebate and is also sold gas by the **retailer**, they will automatically be eligible for the NSW Gas Rebate.
- B1.2.4 When an application is made in writing or in person, the customer must sign the application form.
- B1.2.5 When an application is made by telephone, the officer receiving the application must:
- (a) inform the applicant of the statements set out in clause B1.2.3;
 - (b) request the applicant's consent to check their Pensioner Concession Card/Health Care Card/Gold Card status with SA/DVA; and
 - (c) record the applicant's consent/refusal.
- B1.2.6 If a **retailer** identifies an error in a customer's application, the **retailer** must:
- (a) notify the customer as soon as practicable after becoming aware of the error; and
 - (b) assist the customer to rectify the error to the extent possible to ensure the customer's application complies with the requirements of this **Code**.
- B1.2.7 If at any time a **retailer** identifies an error in the **retailer's** assessment of a customer's application for the Low Income Household Rebate, including where the **retailer** has incorrectly assessed a customer as being eligible for the **rebate**, the **retailer** must:
- (a) immediately cease any **rebate** payments to the customer which the customer is not eligible to receive;
 - (b) notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the **rebate**, as soon as practicable after becoming aware of the error; and
 - (c) to the extent possible, assist the customer to rectify the error in the customer's original application and submit a new application to the **retailer** for the Low Income Household Rebate.
- B1.2.8 For clarity, a **retailer** must bear the cost of any error in assessing a customer's eligibility to receive the **rebate** in accordance with clause A5.7.3.

Note: On-supplied residential community residents, on-supplied retirement village residents, on-supplied strata scheme residents and **on-supply customers** must submit their application for the Low Income Household Rebate to the **Department**.

B1.3 Ongoing verification to ascertain continued eligibility of customers

- B1.3.1 A **retailer** must verify the details of all **rebate** recipients who hold a SA Health Care Card for continued eligibility with SA at least once every three months.
- B1.3.2 A **retailer** must verify the details of all other **rebate** recipients for continued eligibility with SA or DVA at least once a year.
- B1.3.3 At the same time that it conducts the verifications under clauses B1.3.1

and B1.3.2, the **retailer** must ascertain whether the **rebate** recipient is also a gas customer of the **retailer** and whether the customer is receiving the NSW Gas Rebate.

- B1.3.4 If under clause B1.3.3, the **retailer** determines that the customer is eligible for the NSW Gas Rebate but not receiving it, the **retailer** must notify the customer and commence paying the NSW Gas Rebate from the date the **retailer** determines the customer's eligibility.
- B1.3.5 If a **residential customer** fails a verification check, the **retailer** must inform the customer as soon as practicable.
- B1.3.6 The results of the above verification checks must, upon request, be provided to the **Minister**, the **Department** or any auditor appointed by the **Department**. The results must include the following information:
- (a) the number of eligible Pensioner Concession Card, Health Care Card and Gold Card holders in each category;
 - (b) the total number of initial mismatches; and
 - (c) the total number of customers determined as ineligible from the verification process.
- B1.3.7 All **retailers** must have a contractual arrangement with SA before verifying customers' details with SA.

B1.4 Rebate indexation

For **eligible customers**, the **rebate** will be \$285 per annum unless advised otherwise in writing by the **Department**.

B2. NSW Gas Rebate

In this clause B2, references to **rebate** are to the NSW Gas Rebate.

B2.1 Eligibility criteria

- B2.1.1 To be eligible for the NSW Gas Rebate a person must:
- (a) be resident in New South Wales;
 - (b) be:
 - (i) a **residential customer** of the **retailer**;
 - (ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or
 - (iii) an **on-supply customer** on or after 1 February 2022; whose name appears on the gas account for supply of natural gas to his or her principal place of residence; and
 - (c) hold a:
 - (ii) Pensioner Concession Card issued by the SA/DVA;
 - (iii) SA Health Care Card; or
 - (iv) DVA Gold Card marked with:
 - a. War Widow or War Widower Pension;
 - b. Totally and Permanently Incapacitated (TPI); or
 - c. Disability Pension (EDA).
- B2.1.2 Notwithstanding clause B2.1.1, if the person is assessed as eligible to receive the Low Income Household Rebate in accordance with clause B1, the person will be taken to be assessed to be eligible to receive the NSW Gas Rebate from the same date.

B2.1.3 Clause B2.1.1(b)(ii) does not apply from 1 February 2022.

B2.2 Application process

- B2.2.1 A person may apply for the NSW Gas Rebate in person, in writing or by telephone.
- B2.2.2 A **retailer** must establish a standard pro-forma application that requires an applicant to provide the following information:
- (a) the full name of the applicant;
 - (b) the applicant's address;
 - (c) the name and number of the concession card that makes the customer eligible for the NSW Gas Rebate;
 - (d) the date of grant or expiry of the concession card;
 - (e) the date of application for the NSW Gas Rebate;
 - (f) whether the applicant is also sold electricity by the **retailer**.
- B2.2.3 The pro-forma application must include a statement to the following effect:
- (a) the eligibility details provided by the customer in their application will be used to check their Pensioner Concession Card/Health Care Card/Gold Card status with SA/DVA;
 - (b) the customer has the right to revoke their consent to the eligibility check at any time in writing;
 - (c) if the customer refuses to give consent, they will no longer receive the NSW Gas Rebate unless they can provide written verification of their continuing eligibility from SA/DVA; and
 - (d) if the customer is eligible for the NSW Gas Rebate and is also sold electricity by the **retailer**, they will automatically be eligible for the Low Income Household Rebate.
- B2.2.4 When an application is made in writing or in person, the customer must sign the application form.
- B2.2.5 When an application is made by telephone, the officer receiving the application must:
- (a) inform the applicant of the statements set out in clause B2.2.3;
 - (b) request the applicant's consent to check their Pensioner Concession Card/Health Care Card/Gold Card status with SA /DVA; and
 - (c) record the applicant's consent/refusal.
- B2.2.6 If a **retailer** identifies an error in a customer's application, the **retailer** must:
- (a) notify the customer as soon as practicable after becoming aware of the error; and
 - (b) assist the customer to rectify the error to the extent possible to ensure the customer's application complies with the requirements of this **Code**.
- B2.2.7 If at any time a **retailer** identifies an error in the **retailer's** assessment of a customer's application for the NSW Gas Rebate, including where the **retailer** has incorrectly assessed a customer as being eligible for the rebate, the **retailer** must:
- (a) immediately cease any rebate payments to the customer which

the customer is not eligible to receive;

- (b) notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the rebate, as soon as practicable after becoming aware of the error; and
- (c) to the extent possible, assist the customer to rectify the error in the customer's original application and submit a new application to the **retailer** for the NSW Gas Rebate.

B2.2.8 For clarity, a **retailer** must bear the cost of any error in assessing a customer's eligibility to receive the rebate in accordance with clause A5.7.3.

Note: On-supplied residential community residents, on-supplied retirement village residents, on-supplied strata scheme residents, and **on-supply customers** must submit their application for the NSW Gas Rebate to the **Department**.

B2.3 Ongoing verification to ascertain continued eligibility of customers

B2.3.1 A **retailer** must verify the details of all **rebate** recipients who hold a SA Health Care Card for continued eligibility with SA at least once every three months.

B2.3.2 A **retailer** must verify the details of all other **rebate** recipients for continued eligibility with SA or DVA at least once a year.

B2.3.3 At the same time that it conducts the verifications under clauses B2.3.1 and B2.3.2, the **retailer** must ascertain whether the **rebate** recipient is also an electricity customer of the **retailer** and whether the customer is receiving the Low Income Household Rebate.

B2.3.4 If under clause B2.3.3, the **retailer** determines that the customer is eligible for the Low Income Household Rebate but not receiving it, the **retailer** must notify the customer and commence paying the Low Income Household Rebate from the date the **retailer** determines the customer's eligibility.

B2.3.5 If a customer fails a verification check, the **retailer** must inform the customer as soon as practicable.

B2.3.6 The results of the above verification checks must, upon request, be provided to the **Minister**, the **Department** or any auditor appointed by the **Department**. The results must include the following information:

- (a) the number of eligible Pensioner Concession Card, Health Care Card and Gold Card holders in each category;
- (b) the total number of initial mismatches; and
- (c) the total number of customers determined as ineligible from the verification process.

B2.3.7 All **retailers** must have a contractual arrangement with the SA before verifying customers' details with the SA.

B2.4 Rebate indexation

B2.4.1 For **eligible customers**, the **rebate** will be \$110 per annum unless advised otherwise in writing by the **Department**.

B2A. NSW Gas Rebate for LPG Customers

In this Part B2A, references to **rebate** are to the NSW Gas Rebate for LPG customers.

B2A.1 Overview

B2A.1.1 The provisions in Part B2 in this **Code** do not apply to Part B2A.

B2A.1.2 The **rebate** is available to **eligible customers** who purchase LPG or other gas bottles, or refills of bottles, for basic household needs such as cooking, heating or hot water.

B2A.1.3 Any customer that receives the **rebate** is not eligible for the NSW Gas Rebate in Part B2.

B2A.2 Eligibility criteria

B2A.2.1 For the **rebate** in a given financial year a person must:

- (a) be a resident in New South Wales;
- (b) hold a:
 - (i) Pensioner Concession Card issued by SA/DVA
 - (ii) SA Health Care Card; or
 - (iii) DVA Gold Card marked with:
 - a. War Widow or War Widower Pension;
 - b. Totally and Permanently Incapacitated (TPI); or
 - c. Disability Pension (EDA);
- (c) be an **eligible customer** for LPG or other gas bottles, or refills of bottles, that are at least 45 kilograms/88 litres in mass, for basic household needs from a commercial LPG or bottled gas supplier; and
- (d) provide a printed invoice from the LPG or bottled gas supplier that includes:
 - (i) the customer's name;
 - (ii) the customer's principal place of residence as the delivery address;
 - (iii) the date of purchase;
 - (iv) the name and contact details of the LPG or bottled gas supplier, in a stamped or printed format; and
 - (v) the volume/size of LPG or bottled gas supplied.

B2A.2.2 A household can only receive one rebate each financial year even if more than one eligible customer lives in the household.

B2A.2.3 A customer in a household cannot receive the rebate if any person in the household receives the NSW Gas Rebate in Part B2.

B2A.3 Application process

B2A.3.1 An applicant must apply to the **Department** for the **rebate** in the form designated on the **Department's website**.

B2A.4 Ongoing eligibility

B2A.4.1 An **eligible customer**, who completes a valid application and receives confirmation of eligibility from the **Department**, will be paid the **rebate** once per financial year into their nominated bank account.

B2A.4.2 **Eligible customers** must reapply for the **rebate** each year.

B2A.5 Rebate indexation

B2A.5.1 For **eligible customers**, the **rebate** will be \$121 per annum unless advised otherwise in writing by the **Department**.

B2A.6 Retailer obligations

B2A.6.1 The obligations in this B2A.5 only apply to retailers when they directly bill an **eligible customer**.

B2A.6.2 Retailers must comply with the obligations in Part A4 of the Code in relation to the **rebate**.

B3. Life Support Rebate

In this clause B3, references to **rebate** are to the Life Support Rebate.

B3.1 Eligibility criteria

B.3.1.1 To be eligible for the Life Support Rebate a person must:

(a) be resident in New South Wales;

(b) be:

(i) a **residential customer** of the **retailer**;

(ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or

(iii) an **on-supply customer** on or after 1 February 2022;

whose name appears on the electricity account for supply to his or her principal place of residence where approved equipment (see approved list in Appendix B3.1) is used by the customer or another person who lives at the same address; and

(c) submit a valid application form as provided by the **Department** (which will be made available to customers on the **Department's website**), duly signed by a registered medical practitioner (who is not the applicant) to verify that the use of the approved life support equipment is required at his or her principal place of residence.

B3.1.2 Clause B3.1.1(b)(ii) does not apply from 1 February 2022.

B3.2 Application process

B3.2.1 Applications must be made in writing using the application form provided by the **Department**. The application form will also be made available for download on the **Department's website**. Relevant parts of the application form must be completed and signed by both the applicant and a medical practitioner.

B3.2.2 Applicants must send their signed application form to their **retailer**.

B3.2.3 Before applying the **rebate** to a customer's account, **retailers** must verify that the application form is properly completed and signed by both the applicant and a registered medical practitioner (who is not the applicant). Certificates from equipment manufacturers or from sleep clinics (without the signature of a registered medical practitioner) are not acceptable.

B3.2.4 In the event that an applicant lives in remote or regional NSW and is being treated by the Royal Flying Doctor Service (RFDS), the application form may be signed by any medical practitioner under the RFDS.

B3.2.5 Customers must re-apply for the **rebate** every two years.

B3.2.6 At the time of application, in order to confirm the applicant's continued eligibility for the **rebate**, the **retailer** must bring to the attention of the

- applicant that an updated application form will be required every two years from the date of the initial approval for the **rebate**.
- B3.2.7 Customers who are currently receiving the **rebate** are not required to submit a fresh application form until they are due for their two year verification.
- B3.2.8 In order to ensure continuity of the **rebate** where a customer changes his or her **retailer**, the date the customer's supply commences with the new **retailer** will be deemed to be the date the customer applied for the **rebate**. However, the customer must complete and submit an application to the new **retailer** before the **rebate** can be applied by the new **retailer**. Note that this may cause some inconvenience to the customer but the **retailer** requires the relevant information in order to ensure ongoing priority of supply for the customer.
- B3.2.9 **Retailers** must conduct a verification audit of the **rebate** every two years in accordance with the **supporting documentation template** to confirm it is only being provided to **eligible customers** and provide the results of the audit to the **Department**, or its auditor, on request.
- B3.2.10 The amount of the **rebate** for each item of **approved life support equipment** is set out at Appendix B3.1.
- B3.2.11 If a **retailer** identifies an error in a customer's application, the **retailer** must:
- (a) notify the customer as soon as practicable after becoming aware of the error; and
 - (b) assist the customer to rectify the error to the extent possible to ensure the customer's application complies with the requirements of this **Code**.
- B3.2.12 If at any time a **retailer** identifies an error in the **retailer's** assessment of a customer's application for the Life Support Rebate, including where the **retailer** has incorrectly assessed a customer as being eligible for the rebate, the **retailer** must:
- (a) immediately cease any rebate payments to the customer which the customer is not eligible to receive;
 - (b) notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the rebate, as soon as practicable after becoming aware of the error; and
 - (c) to the extent possible, assist the customer to rectify the error in the customer's original application and submit a new application to the **retailer** for the Life Support Rebate.
- B3.2.13 For clarity, a **retailer** must bear the cost of any error in assessing a customer's eligibility to receive the rebate in accordance with clause A5.7.3.

Note: On-supplied residential community residents, on-supplied retirement village residents, on-supplied strata scheme residents and **on-supply customers** must submit their application for the Life Support Rebate to the **Department**.

B3.3 Rebate indexation

For **eligible customers**, the **rebate** will be the daily rate applicable to each piece of approved equipment as listed in Appendix B3.1 unless advised otherwise by the **Department**.

Appendix B3.1 – Approved Equipment List

List of Approved Life Support Equipment		
Equipment	Examples of brand names*	Daily rate
Positive Airways Pressure (PAP) Device	Continuous Positive Airways Pressure (CPAP), Bilevel or Variable Positive Airways Pressure (BiPAP or V-PAP) etc	\$0.36 for less than 24 hour usage \$0.71 for 24 hour usage
Enteral feeding pump	Kangaroo pump Companion- Abbott Flexiflow patrol pump	\$0.44
Phototherapy equipment	Blue light therapy	\$3.68
Home dialysis	Haemodialysis or Peritoneal automated cyclor machines – Brand names include: Fresenius, Gambro, Baxter	\$1.54
Ventilators Equipment does not include nebulisers, humidifiers or vaporisers	LTV series, Breas, PLV-100 etc, Iron Lung	\$3.68
Oxygen concentrators	Devilbiss etc	\$1.85 for less than 24 hour usage \$3.11 for 24 hour usage
Total Parenteral Nutrition (TPN) pump	Volumatic pump Flowguard pump	\$0.84
External heart pump	Left Ventricular Assist Device	\$0.11
Power wheelchairs for quadriplegics Equipment does not include mobility scooters.	Electric wheelchairs – Brand names include: Quickie, Zippie, etc,	\$0.30

NOTE: List of brand names against each piece of equipment has been included for information only and is not exhaustive.

B4. Medical Energy Rebate

In this clause B4, references to **rebate** are to the Medical Energy Rebate.

B4.1 Eligibility criteria

B4.1.1 To be eligible for the Medical Energy Rebate a person must:

- (a) be a resident in New South Wales;
- (b) be:
 - (i) a **residential customer** of the **retailer**;
 - (ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or
 - (iii) an **on-supply customer** on or after 1 February 2022; whose name appears on the electricity account for supply to his or her principal place of residence; and
- (c) submit a valid application form as provided by the **Department** (which will be made available to customers on the **Department's** website), duly signed by a registered medical practitioner (who is not the applicant) to verify that either the customer named on the bill or anyone residing at the residence has an inability to self-regulate body temperature as defined at B4.1.2 below; and
- (d) hold a:
 - (i) Pensioner Concession Card issued by SA/DVA;
 - (ii) SA Health Care Card; or
 - (iii) DVA Gold Card.

B4.1.2 For the purpose of this **rebate**, an **eligible customer** has an inability to self-regulate body temperature where the **eligible customer** (or someone living at the supply address of the **eligible customer**) has been assessed by a registered treating medical practitioner (who is not the applicant) who has been treating them for at least three months as meeting one of the following four primary qualifying conditions and one of the three secondary qualifying conditions:

- (a) Primary qualifying conditions:
 - (i) autonomic system dysfunction (Medical conditions in which the autonomic system has been damaged e.g. severe spinal cord injury, stroke, brain injury and neurodegenerative disorders);
 - (ii) loss of skin integrity or loss of sweating capacity (for example, significant burns greater than 20%, severe inflammatory skin conditions and some rare forms of disordered sweating);
 - (iii) objective reduction of physiological functioning at extremes of environmental temperatures (for example, advanced multiple sclerosis); and
 - (iv) hypersensitivity to extremes of environmental temperature leading to increased pain or other discomfort or an increased risk of complications (for example, complex regional pain syndrome and advanced peripheral vascular disease).

- (b) Secondary qualifying conditions:
 - (i) severe immobility (for example, such as occurs with Quadriplegia or high level Paraplegia, particularly above mid thoracic level (T7) resulting in problems with self-regulation of body temperature due to loss of sympathetic nervous system control);
 - (ii) demonstrated significant loss of autonomic regulation of sweating, heart rate or blood pressure; and
 - (iii) demonstrated loss of physiological function or significant aggravation of clinical condition at extremes of environmental temperature.

B4.1.3 Clause B4.1.1(b)(ii) does not apply from 1 February 2022.

B4.2 Application process

- B4.2.1 An applicant must apply in writing using the application form provided by the **Department**. The application form will also be made available for download on the **Department's website**. Relevant parts of the application form must be completed and signed by both the applicant and a medical practitioner (who is not the applicant) who has been treating the patient for at least three months.
- B4.2.2 An applicant must send the signed application form to their **retailer**.
- B4.2.3 Before applying the **rebate** to the customer's account, a **retailer** must verify that the application form is properly completed and signed by both the customer and a registered medical practitioner (who is not the applicant).
- B4.2.4 In the event that a customer lives in remote or regional NSW and is being treated by the Royal Flying Doctor Service (RFDS), the application form may be signed by any medical practitioner under the RFDS if the customer has been treated by the RFDS for at least three months.
- B4.2.5 The **retailer** must verify each new customer's Pensioner Concession Card, SA Health Care Card or DVA Gold Card status with the SA before the **rebate** may be applied to a customer's bill.
- B4.2.6 If the customer named on the bill is claiming the **rebate** for another person who is living at the same address as the customer named on the bill, the **retailer** must check that the application form states that the address of the patient is the same as that of the customer.
- B4.2.7 In order to ensure continuity of the **rebate** where a customer changes his or her **retailer**, the date the customer's supply commences with the new **retailer** will be deemed to be the date the customer applied for the **rebate**. However, the customer must complete and submit an application to the new **retailer** before the **rebate** can be applied by the new **retailer**.

Note: This may cause some inconvenience to the customer but the **retailer** requires the relevant information in order to ensure ongoing eligibility for the **rebate**.

- B4.2.8 If a **retailer** identifies an error in a customer's application, the **retailer** must:
 - (a) notify the customer as soon as practicable after becoming aware of the error; and
 - (b) assist the customer to rectify the error to the extent possible to ensure the customer's application complies with the requirements of this **Code**.
- B4.2.9 If at any time a **retailer** identifies an error in the **retailer's** assessment of a customer's application for the Medical Energy Rebate, including where

the **retailer** has incorrectly assessed a customer as being eligible for the rebate, the **retailer** must:

- (a) immediately cease any rebate payments to the customer which the customer is not eligible to receive;
- (b) notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the rebate, as soon as practicable after becoming aware of the error; and
- (c) to the extent possible, assist the customer to rectify the error in the customer's original application and submit a new application to the **retailer** for the Medical Energy Rebate.

B4.2.10 For clarity, a **retailer** must bear the cost of any error in assessing a customer's eligibility to receive the rebate in accordance with clause A5.7.3.

Note: On-supplied residential community residents, on-supplied retirement village residents, on-supplied strata scheme residents and **on-supply customers** must submit their application for the Medical Energy Rebate to the **Department**.

B4.3 Ongoing verification to ascertain continued eligibility of customers

B4.3.1 A **retailer** must verify the details of all **rebate** recipients who hold a SA Health Care Card for continued eligibility with the SA at least once every three months.

B4.3.2 A **retailer** must verify the details of all other **rebate** recipients for continued eligibility with the SA or DVA at least once a year.

B4.3.3 The results of the above verification checks must, upon request, be provided to the **Minister**, the **Department** or any auditor appointed by the **Department**. The results must include the following information:

- (a) the number of eligible Pensioner Concession Card holders, the SA Health Care Card and Gold Card holders in each category;
- (b) the total number of initial mismatches; and
- (c) the total number of customers determined as ineligible from the verification process.

B4.3.4 All **retailers** must have a contractual arrangement with the SA before verifying customers' details with the SA.

B4.4 Rebate indexation

For **eligible customers**, the **rebate** will be \$285 per annum thereafter unless advised otherwise in writing by the **Department**.

PART C

C1. Family Energy Rebate (FER)

In this Part C, references to **rebate** are to the Family Energy Rebate.

C1.1 Eligibility criteria

C1.1.1 To be eligible for the Family Energy Rebate in a given financial year a person must:

- (a) be a resident in New South Wales;
- (b) be:
 - (i) a **residential customer**, or a person with the authority to act on behalf of the **residential customer**, of the **retailer**;
 - (ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or
 - (iii) an **on-supply customer**, or a person with the authority to act on behalf of the **on-supply customer**, of the **retailer** on or after 1 February 2022;whose name appears on the electricity account for supply to his or her principal place of residence; and
- (c) have been assessed by SA as being eligible for the Family Tax Benefit (FTB) A or B during the financial year immediately preceding the financial year in which an application for the FER is made and have received a payment of FTB in respect of that eligibility.

C1.1.2 Clause C1.1.1(b)(ii) does not apply from 1 February 2022.

C1.2 Application process

C1.2.1 An applicant must apply in writing to the **Department** for the **rebate** using either the digital application form available from the **Department's website** or a paper application form also available from the **Department's website**. These same application forms should also be provided by electricity **retailers**.

C1.2.2 **Retailers** must, on request by a customer, provide access to the **Department's** application forms for the customer to complete and submit to the **Department**.

C1.2.3 If a **retailer** identifies an error in a customer's application, the **retailer** must:

- (a) notify the customer as soon as practicable after becoming aware of the error; and
- (b) assist the customer to rectify the error to the extent possible to ensure the customer's application complies with the requirements of this **Code**.

C1.2.4 If at any time a **retailer** identifies an error in the **retailer's** assessment of a customer's application for the Family Energy Rebate, including where the **retailer** has incorrectly assessed a customer as being eligible for the **rebate**, the **retailer** must:

- (a) immediately cease any rebate payments to the customer which the customer is not eligible to receive;
- (b) notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the **rebate**, as

soon as practicable after becoming aware of the error; and

- (c) to the extent possible, assist the customer to rectify the error in the customer's original application and submit a new application to the **retailer** for the Family Energy Rebate.

C1.2.5 For clarity, a **retailer** must bear the cost of any error in assessing a customer's eligibility to receive the rebate in accordance with clause A5.7.3.

C1.3 Ongoing eligibility

C1.3.1 An **eligible customer**, who completes a valid application form and receives confirmation of eligibility from the **Department**, will be paid the **rebate** once per financial year.

C1.3.2 Customers must reapply for the **rebate** each year.

C1.3A Calculation of the rebate

C1.3A.1 The Family Energy Rebate must be offset against the **gross amount of the bill** before GST is applied.

C1.4 Application of the rebate

C1.4.1 **Retailers** must credit the **rebate** to customers' electricity accounts in accordance with a confidential data set provided by the **Department** frequently throughout each calendar month through a dedicated, secure website. The data set will contain the following information:

- (a) FER Application ID (labelled "FER Reference Number");
- (b) First Name (labelled "Family Tax Benefit Recipient First Name");
- (c) Last Name (labelled "Family Tax Benefit Recipient Last Name");
- (d) Electricity Account Number (labelled "Electricity Account Number");
- (e) **Rebate** Amount (labelled "**Rebate** Amount (\$)"); and
- (f) **Rebate** Applied Flag (labelled "**Rebate** Credit Applied to Electricity Account"). No data is supplied in this column by the **Department**.

C1.4.2 **Retailers** must download secure Departmental data sets at least weekly, and import updated data sets in the same week, thereby advising the **Department** which customers have had a **rebate** credited against their accounts, and which have not.

C1.4.3 **Retailers** must verify the relevant data set against the information for each customer in the **retailer's** billing system and pay the relevant amount to each customer if the Family Tax Benefit, Recipient Last Name and Electricity Account Number in the data set match a valid customer account.

C1.4.4 **Retailers** must display the **rebate** on **eligible customers'** next available electricity bill after the date the **retailer** credits the **rebate** against accounts, after receiving the confidential data set from the **Department**, and to offset it against the **gross amount of the bill** before GST is applied.

C1.4.5 **Retailers** must supply a confidential data set to the **Department** using the dedicated, secure website containing the following information:

- (a) FER Application ID (labelled "FER Reference Number");
- (b) First Name (labelled "Family Tax Benefit Recipient First Name");
- (c) Last Name (labelled "Family Tax Benefit Recipient Last Name");
- (d) Electricity Account Number (labelled "Electricity Account Number");
- (e) Rebate Amount (labelled "Rebate Amount (\$)"); and

- (f) Rebate Applied Flag (labelled “Rebate Credit Applied to Electricity Account”). Retailer to supply only ONE of the following data options: Y or N or leave the cell blank.

C1.5 Retailer obligations

- C1.5.1 **Retailers** are required to comply with the following obligations in relation to the **rebate**:
 - (a) all obligations outlined in A4 of Part A above;
 - (b) the following obligations in A5 of Part A above: A5.2, A5.7, A5.8, A5.9, A5.10, A5.11, A5.13 and A5.14; and
 - (c) all obligations outlined in A6 of Part A above.
- C1.5.2 In relation to the **rebate**, in the event of an inconsistency between the Part A and Part C, Part C is to prevail to the extent of the inconsistency.

C1.6 Information to customers

- C1.6.1 A customer may receive one or more **rebates** concurrently, subject to meeting the eligibility requirements for each particular **rebate**.
- C1.6.2 A **retailer** must identify each **rebate** as a separate credit amount on the **eligible customer's** bill.
- C1.6.3 A **retailer** must use the following description – “NSW Family Energy Rebate” – when crediting the **rebate** to the bill.

C1.7 Arrangements for retailer payment

- C1.7.1 A **retailer payment** will be provided to each applicable **retailer** each month.
- C1.7.2 The **retailer payment** for **rebates** must include:
 - (a) the total value of **rebates** paid to **eligible customers** calculated on the basis of the data set provided by the **Department** to the **retailer**; and
 - (b) the **administration fee**.
- C1.7.3 Each **retailer** must submit the following documents to the **Department** by the 10th business day of each subsequent month:
 - (a) a completed and certified **monthly acquittal statement** in the form published by the **Department** on the **Department's website**; and
 - (b) a tax invoice for the **retailer payment**, which must be submitted to the **Department** for each calendar month and is for **rebates** that have been credited to customers' accounts during that month (regardless of whether an actual bill has been issued in that month) in line with the dataset provided by the **Department** to the **retailer**.
- C1.7.4 The **retailer** must record the total value of the **rebates** paid by the **retailer**, the **administration fee** claimed by the **retailer** and the number of **eligible customers** based on the figures contained in the **retailer's** system records.
- C1.7.5 The **acquittal statement** must be certified and signed by an appropriately responsible person nominated by the **retailer**. Each **retailer** must communicate the name of the nominated person/s to the **Department** for verification purposes.
- C1.7.6 Any changes to the **acquittal statement** will be made by the **Department** only after appropriate consultation with **retailers**.

C1.8 Credit balance

- C1.8.1 If the total of a customer's bill is less than the **rebate** amount, the difference is to be applied as a credit to the customer's account and is to be carried forward to the next billing cycle.
- C1.8.2 Where a customer with a **rebate** credit elects to change his or her **retailer** or close their electricity account with a **retailer**, that **retailer** must refund to the customer the credit amount at the date of transfer to the new **retailer** or the date that the customer closed the account with that **retailer**.

C1.9 On-supplied residents of retirement villages, residential communities and strata schemes and on-supply customers

- C1.9.1 Long term residents of on-supplied residential communities, or residents of an on-supplied retirement village, or residents of an on-supplied strata scheme, and **on-supply customers**; must apply directly to the **Department** by submitting a completed application form available on the **Department's website**. **Eligible customers** will be paid the relevant **rebate** amount by the **Department**.
- C1.9.2 For eligible residents of on-supplied residential communities, retirement villages and strata schemes and **on-supply customers**, the Family Energy Rebate will be deposited via EFT into the customer's nominated bank account by the **Department**.

C1.10 Rebate indexation

For **eligible customers**, the **rebate** will be \$180 per annum or \$20 per annum where the customer is also deemed to be eligible for the Low Income Household Rebate.

PART D

D1. Energy Accounts Payment Assistance (EAPA)

D1.1 Overview

D1.1.1 The **EAPA** Scheme is a NSW Government scheme designed to help **residential customers** who are financially disadvantaged and experience difficulty paying their residential **energy** bill owing to a crisis or emergency situation. The **EAPA** Scheme is administered by the **Department** and is aimed at helping these people stay connected to essential energy services.

D1.1A Retailer assistance to EAPA customers

D1.1A.1 The **EAPA** Scheme is a crisis program and is not intended to offer ongoing income support, nor is the **EAPA** Scheme intended to relieve **retailers** of their obligations to manage their customers' debts in a fair and equitable manner.

D1.1A.2 **Retailers** must consider whether it is appropriate to offer additional assistance to a **residential customer** who has been assessed as eligible for **EAPA** in accordance with the **retailer's** hardship program.

D1.1A.3 A **residential customer** may receive **EAPA**, concurrently with any **rebates**, subject to meeting the eligibility requirements for each particular **social program for energy**.

D1.2 Delivery of EAPA by EAPA Providers

D1.2.1 **EAPA** vouchers are generally issued by **EAPA Providers** using the **Department's** on-line application tool in the form of \$50 vouchers. These vouchers will be sent electronically to the customer's **retailer** by the **Department's** electronic system as a contribution towards the customer's energy bills.

D1.2.2 Rules and procedures for the administration of **EAPA** by **EAPA Providers** are outlined in the **EAPA** Delivery Guidelines.

D1.2.3 **EAPA Providers** are responsible for assessing eligibility for **residential customers** for **EAPA**. **EAPA Providers** can only provide **EAPA** vouchers to **residential customers**:

- (a) whose principal place of residence is in New South Wales;
- (b) who are the primary **account holder** of an authorised energy **retailer** and that account is active; and
- (c) who the **EAPA Provider** has assessed as being financially disadvantaged and experiencing difficulty in paying their **energy** bill owing to a crisis or emergency situation.

D1.2.4 **Retailers** must not inform customers that they will receive a certain amount of **EAPA**. The amount of **EAPA** provided to a customer is determined by the **EAPA Provider**.

D1.2.5 **Retailers** must also make all attempts to assist **EAPA Providers** in complying with the Guidelines (for example, by providing direct, dedicated, free call numbers to **retailer** hardship units and working cooperatively to resolve issues concerning customers).

D1.3 Acceptance of EAPA by retailers

D1.3.1 **Retailers** must have systems in place to process online applications for **EAPA** from the **Department**, including electronic systems as notified by the **Department**, to enable them to deliver **EAPA** in accordance with the **Code**.

D1.3.2 **Retailers** must process within two business days all **EAPA** for individual

residential customers of each **retailer** transmitted by the **Department** and:

- (a) credit the amount reported by the **Department** to the account of each **residential customer** as directed by the **Department**; or
- (b) advise the **Department** of any invalid **EAPA**.

D1.3.3 **Retailers** will report to the **Department** within two business days the outcome of processing of **EAPA** transmitted by the **Department** using the electronic systems provided by the **Department**. This includes vouchers that are approved or rejected under D1.3.4.

D1.3.4 Where a **retailer** identifies that the total amount of vouchers transmitted for a **residential customer's** account will place that account into credit, the **retailer** must reject as many vouchers as required to ensure the account is not placed into credit and inform the **Department** within two business days using the electronic reporting system.

D1.3.5 **Retailers** must accept all valid **EAPA** vouchers offered in payment of an account (except in any of the circumstances specified in clause D1.4).

D1.4 Circumstances where EAPA is not to be used

D1.4.1 **EAPA** vouchers must not be applied to a **residential customer's** electricity or gas account:

- (a) where vouchers would place a customer's account into credit as per D1.3.4; or
- (b) for payment of non-consumption related charges (for example, late fees, disconnection and reconnection fees).

D1.5 Retailers assisting EAPA Providers

D1.5.1 Each **retailer** must have in place a direct dedicated, telephone enquiry number for **EAPA Providers** to contact that **retailer** to confirm the details of a **residential customer** seeking **EAPA**. Calls to this line must be answered or call backs made as soon as reasonably practicable, as an inability to contact a **retailer** may cause difficulties for the **EAPA Provider** in assessing the customer for **EAPA**.

D1.5.2 These contact details must be provided to the **Department** by each **retailer** and any changes must be notified to the **Department** immediately.

D1.5.3 Current contact listings for **EAPA Providers** that are able to assess **residential customers** for **EAPA** are on the **Department's website**.

D1.5.4 **Retailers** are required to provide to their **residential customers** information on Government funded **rebates** and programs, including **EAPA**. This means a **retailer** can refer a **residential customer** to one or more **EAPA Providers** only if the assistance provided to a **residential customer** by the **retailer** is not sufficient to help a **residential customer** resolve their difficulty paying an energy bill or where additional assistance may be appropriate. **EAPA Providers** will assess **residential customers** under the Guidelines and it is at the discretion of the **EAPA Providers** whether or not **EAPA** will be granted to a **residential customer**.

D1.5.5 **Retailers** can also assist their **residential customer** to be assessed for **EAPA** by implementing an appropriate payment plan or making other appropriate referrals, for instance, to a financial counsellor.

D1.5.6 Where a **retailer** refers a **residential customer** to an **EAPA Provider**, the **retailer** must also inform the **residential customer** of the requirement to take their original bill when they attend an **EAPA**

assessment interview.

- D1.5.7 The “original bill” refers to the first issued bill for the current payment period, for which the **residential customer** is seeking **EAPA**. A copy of an original bill supplied by a **retailer** may be considered an original bill.
- D1.5.8 **Retailers** may be required to assist an **EAPA Provider** to establish the details of a **residential customer** seeking **EAPA** (for example, where a **residential customer** does not have an original bill). If a **residential customer** does not have their original bill or receives their bill via email, the **EAPA Provider** will be required to contact the **retailer** to confirm the **residential customer’s** account details.
- D1.5.9 It is generally not appropriate to refer **residential customers** with large debts that have been allowed to accumulate over a long period of time to an **EAPA Provider** without adequate consideration of other options and attempts to assist the customer in accordance with laws and internal policy and without discussing the matter with the **EAPA Provider**. In many cases, an **EAPA Provider** will not be equipped to handle such cases and other types of referrals may be more appropriate (for example, to a financial counsellor).

D1.6 Prohibition on disconnection during EAPA assessment

- D1.6.1 If a **residential customer** is awaiting assessment for **EAPA**, the **retailer** is required to defer electricity or natural gas disconnection until an **EAPA Provider** has assessed the customer.

D1.7 Residential electricity and gas consumption only

- D1.7.1 **EAPA** vouchers may only be used as payment towards electricity and natural gas consumption (cost of energy and standing charges or service to property charges) supplied under a residential tariff (or rural tariff for home electricity and/or natural gas), and only on behalf of the person/s named on the account.
- D1.7.2 If vouchers are presented for payment of non-consumption charges (e.g. late fees or disconnection charges), the **retailer** must advise the **residential customer** that the vouchers have not been applied to their account. The **retailer** must reject any such vouchers and report this to the **Department** within two business days using the electronic reporting system.
- D1.7.3 **EAPA** can only be used for **residential customers** residing in NSW, regardless of their retailer.

D1.8 EAPA vouchers issued by two or more EAPA Providers

- D1.8.1 A **residential customer** may be eligible to be issued vouchers by more than one **EAPA Provider** for each bill and the circumstances of such grants of vouchers will be managed by the **Department** using the **EAPA Delivery Guidelines**.
- D1.8.2 Without breaching the other provisions of the **Code**, a **retailer** will process all **EAPA** transmitted by the **Department** for an individual customer into the electricity or gas account of that customer.

D1.9 Fraud or misrepresentation

If a **retailer** suspects or has evidence that either an **EAPA Provider** or customer fraud or misrepresentation has occurred, the **retailer** must contact the **Department** immediately and then confirm the suspicion in writing, either by letter or email.

D1.10 Voucher storage

Retailers must retain **EAPA** vouchers presented by **residential customers** and

which were valid prior to 1 July 2017 for a minimum of seven years from the date of redemption and make these available for audits by the **Department**, or an agent of the **Department**, upon request.

D1.11 Recording EAPA usage

- D1.11.1 A **retailer** must use the following descriptions for each separate **EAPA** credit amount applied on the bill:
- (a) '**EAPA** Voucher';
 - (b) Date; and
 - (c) Dollar amount credited.
 - (d) For example: Payment History: "EAPA VOUCHER 12/07/2013 \$200".

D1.12 Acquittal statement

- D1.12.1 Reimbursement is made by the **Department** for valid **EAPA** vouchers applied by the **retailer** to **residential customers** accounts, during the previous month.
- D1.12.2 **Retailers** must provide the **Department** with a tax invoice and an **acquittal statement** corresponding to each monthly report. The **acquittal statement** is to state the amount for which the **retailer** is seeking reimbursement. Monthly reimbursement for administration costs must also be claimed at this time.
- D1.12.3 Administration costs are to be calculated based on \$0.80 per bill (per **residential customers** account) regardless of how many vouchers are presented in a transaction.
- D1.12.4 The **acquittal statement** must be certified and signed by an appropriately responsible person nominated by the **retailer**. Each **retailer** must communicate the name of the nominated person/s to the **Department** for verification purposes.
- D1.12.5 For clarity, a **retailer** cannot claim administration costs for **EAPA** vouchers that are not valid or were not applied to an account.

D1.13 Compliance and retailer obligations

- D1.13.1 **Retailers** must establish and maintain accounting procedures and records to enable periodic reports to be prepared to substantiate compliance with the **Code**.
- D1.13.2 **Retailers** must, upon request, provide such reports to the Minister, the **Department** or any auditor appointed by the **Department**.
- D1.13.3 **Retailers** must maintain records to substantiate compliance with the **Code** for a period of seven years.
- D1.13.4 **Retailers** are required to comply with the following obligations in relation to **EAPA**:
- (a) all obligations outlined in A4 of Part A above; and
 - (b) the following obligations in A5 of Part A above: A5.4, A5.7, A5.8, A5.11, A5.13 and A5.14.

All relevant references to rebates in these provisions should be read as a reference to **EAPA**.

- D1.13.5 In relation to **EAPA**, in the event of an inconsistency between the Part A and Part D, Part D is to prevail to the extent of the inconsistency.

PART E

E1. Seniors Energy Rebate

In this Part E, references to **rebate** are to the Seniors Energy Rebate.

E1.1 Overview

E1.1.1 The Seniors Energy Rebate provides assistance to **eligible customers** who receive the Commonwealth Seniors Health Card to help cover the cost of their electricity.

E1.2 Eligibility criteria

E1.2.1 To be eligible for the **rebate** in a given financial year a person must:

- (a) be a resident in New South Wales;
- (b) be:
 - (i) the primary **account holder** of an electricity **retailer**;
 - (ii) a long term resident of an on-supplied residential community, or a resident of an on-supplied retirement village, or a resident of an on-supplied strata scheme; or
 - (iii) an **on-supply customer** and whose name appears on the electricity account for supply to his or her principal place residence;

whose name appears on the electricity account for supply to his or her principal place of residence; and

- (c) hold a Commonwealth Seniors Health Care Card issued by SA/DVA.

E1.2.2 A household can only receive one **rebate** each financial year even if more than one eligible person lives at the same address.

E1.3 Application process

E1.3.1 An applicant must apply to the **Department** for the **rebate** using the form available from the **Department's website**.

E1.4 Ongoing eligibility

E1.4.1 An **eligible customer**, who completes a valid application and receives confirmation of eligibility from the **Department**, will be paid the **rebate** once per financial year into their nominated bank account.

E1.4.2 Customers must reapply for the **rebate** each year.

E1.5 Rebate indexation

E1.5.1 For **eligible customers**, the rebate will be \$200 per annum unless advised otherwise in writing by the **Department**.

E1.6 Retailer obligations

E1.6.1 **Retailers** are required to comply with the following obligations in relation to the **rebate**:

- (a) all obligations outlined in A4 of Part A above; and
- (b) A5.13 in Part A above.

E1.6.2 In relation to the **rebate**, in the event of an inconsistency between the Part A and Part E, Part E is to prevail to the extent of the inconsistency.