



Power Club Limited

ABN 71 603 346 836

powerclub

POWERCLUB

Life Support Policy

Version 1.3

Version 1.3 29 October 2018



1. WHAT IS THE PURPOSE OF THIS POLICY?

Energy is an essential service for all our customers, but no more so than for those dependent on electrically powered life-saving equipment. Disconnection or interruption of power to one of these connections may cause death.

The purpose of Powerclub's Life Support Policy is to ensure customers dependent on **life support equipment** at a given connection point are clearly identified and managed within our processes and systems so as to eliminate, to the extent within our control, the potential for any unplanned interruption to their power source.

2. HOW WILL WE ACHIEVE OUR PURPOSE?

Powerclub's Life Support Policy require our staff to be proactive and communicative with our customers. Powerclub achieves our purpose in relation to **life support equipment** by immediately flagging customers that indicate they are reliant on **life support equipment** and working with them. This involves:

1. Immediately register those requiring **life support equipment** in the Powerclub Life Support Register (the "Register")
2. Upon confirmation of life support requirements at the **connection** include the customer in the Life Support Program (the "Program")
3. Provide information to customers explaining the benefits, considerations and conditions surrounding inclusion on the Register and participation in the Program; and
4. Establish timely and accurate information flows between the customer, Powerclub and the Relevant Distributor.

Powerclub will train staff to ensure they assist customers to transition into and out of the Program, to manage their **connection/s** and to communicate in a clear and timely manner, whilst they require inclusion on the Register and participation in the Program.

3. WHAT ARE THE CUSTOMER'S RIGHTS AND OBLIGATIONS?

At Powerclub, we see our customer's rights and obligations as follows:

- To be treated respectfully and empathetically
- To be provided with information in relation to the Life Support Policy, the Register and the Program
- To be informed of any government assistance that may be available to them
- Customers' need to update Powerclub with any change in circumstances
- Customer's information will be managed in line with our Privacy Policy

We understand that every customer's experience will be different, so we have ensured our program is flexible and based on individual's needs.



4. LIFE SUPPORT REGISTER

Once a customer is identified as being a life support customer, Powerclub will:

- Immediately include the **connection** on the Register and provide the customer with the following information, within 5 **business days**:
 1. **Emergency Contact details** – Contact information for both the Relevant Distributor and Powerclub will be provided (local call cost only).
 2. **Possibility of Power Interruptions** – Advise the customer of the possibility of both Retailer or Distributor Planned and Unplanned Interruptions. Re-assure the customer that Powerclub and the Relevant Distributor will provide a minimum of four **business days**’ notice, in writing, of a Planned Retailer or Distributor Power Interruption
 3. **Pro-forma Risk Management Plan (FROM 1 February 2019)** - Provide the customer with a pro-forma Risk Management Plan to ensure the customer is prepared for such an event.
 4. **Medical Confirmation Form (FROM 1 February 2019)** – advise the customer that a Medical Confirmation Form is required for the connection to remain on the Register.

To ensure the customer has every opportunity to submit the Medical Confirmation Form within the 50-**business day** time limit, (from the date of the original email notification) Powerclub will send two written Reminders at intervals not less than 15 and 30-**business days** from the initial notification

Advise the customer that Powerclub will grant an extension if requested by them (Minimum of 25-**business days**).

5. **Possible de-registration (FROM 1 February 2019)** - Information explaining that the **connection** may be Deregistered as requiring **life support equipment** if the Medical Confirmation Form is not completed and submitted.
 6. **Change of retailer (FROM 1 February 2019)** - Information explaining that should the customer decide to change retailer at any point, and the **life support equipment** is still required at the **connection**, the customer must notify the new retailer of this requirement.
 7. **Failure to provide the Medical Confirmation Form** – Advise the customer of the Deregistration Process if the customer fails to provide the Medical Confirmation Form within the nominated timeframes.
- Powerclub will notify the Relevant Distributor within five **business days** of the customer advising Powerclub that **life support equipment** is required at a **connection**. This advice will include all relevant information in this regard.



5. LIFE SUPPORT PROGRAM

Once a customer is identified as being a life support customer, Powerclub, the distributor and the customer will work together to ensure correct outcomes and where necessary, an early response to any issues.

Our intent is to:

1. Maintain the customer in our systems as a customer on the Register and a participant in the Program.
2. To minimise the potential for any events resulting in a Retailer or Distributor Unplanned Interruptions to the customer's power supply.
3. To assist the customer to develop a robust risk management plan for both Retailer or Distributor Planned or Unplanned Interruptions.

Specifically, upon initial inclusion in the Program:

- Once a customer has provided medical confirmation that **life support equipment** is required at the **connection** they will be included in the Program.
- Within 48 hours of the customer being included in the Program a member of the Life Support Team will contact the customer by e-mail to provide information and suggestions in relation to:
 1. **Planned Power Interruptions** – Re-assure the customer that Powerclub and the Relevant Distributor will provide a minimum of four **business days'** notice, in writing, of a Planned Power Interruption. Powerclub will also provide suggestions in relation to alternate power supplies in the case of a Planned Power Interruption.
 2. **Unplanned Power Interruptions** – Remind the customer that there can also be Unplanned Power Interruptions which are beyond the control of Powerclub and the Relevant Distributor.
 3. **Customers Risk Management Plan** – Undertake to remind the customer to review their Risk Management Plan on an annual basis to ensure the plan remains current.
 4. **What to do if life support equipment is no longer required** – Advise the customer that a requirement of the Life Support Program is that the customer must advise both Powerclub and the Relevant Distributor if **life support equipment** is not long required at the **connection**.
 5. **No Disconnection of power** – Advise the customer that Powerclub will not disconnect the power to this **connection** for any reason whilst there is **life support equipment** registered for the **connection**. If, during their time as a Powerclub customer, the customer has difficulty paying their account, Powerclub will extend the Program to include Customer Hardship options.
 6. **Updating information** - Advise the customer of their responsibility to provide updates to relevant information to Powerclub in a timely manner whilst on the Program.



To the extent that the contacts with the customer, indicate there is a cultural or linguistic barrier, Powerclub will offer translation or cultural support.

Within one **business day** of the customer responding to this email, a new e-mail will be sent confirming any specific actions and timeframes agreed in relation to outworking their Program.

Powerclub will maintain the integrity of customer and Relevant Distributor participation in the Program by ensuring:

- For a customer in the Program, the normal bill collection cycle and activities will be applied to the customer, with the exception that they will not be subject to Disconnection.
- If the customer shows signs of having difficulties paying their bills, the normal Customer Hardship Policy will be applied, with the exception that the power will not be subject to Disconnection.
- To ensure there is an operational distinction between a normal hardship customer and a hardship customer who requires **life support equipment**, the Bill Assist Program will be administered from within the Life Support Program to eliminate the possibility of Disconnection.
- Updated information is included in appropriate systems and communicated to the Relevant Distributor in a timely manner.
- When advised by the Relevant Distributor of a customer advice, of **life support equipment** at a **connection** and the subsequent need for inclusion in the Register, Powerclub will update the Register to include the customer in the Register and subsequently the Program.
- The customer exits the program when they advise that **life support equipment** is no longer required at the **connection**.

6. WHEN DOES THE LIFE SUPPORT PROGRAM END?

The Program will conclude when the customer advises Powerclub or the Relevant Distributor that there is no further need for **life support equipment** at the **connection**.

At this time, the **connection** will be removed from the Register and the Program. If the advice of cancellation is received directly from the customer, the Relevant Distributor will be notified in writing within five **business days**.

7. HOW OFTEN WILL THIS POLICY BE REVIEWED?

The Life Support Policy will be formally reviewed on an annual basis. The aim of this review will be to assess the success of the current program and to determine potential improvements for the benefit of the customer, as well as incorporating any change to statutory, market or customer circumstances.

The National Energy Retail Rules (Version 12) currently include changes to the rules in relation to life support which take effect on 1 February 2019. These, already mandated changes to the rules, have been incorporated into this policy.



8. HOW WILL POWERCLUB COMMUNICATE CHANGES TO THIS POLICY?

On appointment, customer service staff will be made aware of this policy through standard training modules developed specifically for dealing with life support customers, incorporating:

- life support customer needs
- procedures for placing life support customers on the Register
- Procedures for placing life support customers on the Program
- Procedures for maintaining life support customers on the Program
- Procedures for removing life support customers from the Register and Program.

9. HOW DO I MAKE A COMPLAINT?

We encourage customers to resolve complaints directly with our Customer Service Team on 1300 294 459

Customers can also report problems, complaints and feedback related to Powerclub through our

website www.powerclub.com.au

email info@powerclub.com.au or

mail The Hub, Level 2, 696 Bourke Street, Melbourne VIC 3000

Independent dispute resolution for our electricity customers is also available through the relevant energy ombudsmen in each state. For contact details and further information please refer to our Complaints and Dispute Resolution Policy.

10. DEFINITIONS

Italicised and capitalised terms used in this policy are defined below

Italicised terms are taken directly from the NERL or the NERR

Capitalised terms have been developed as defined terms for the purposes of this policy, Powerclub Procedures and Business Rules.

business day means a day that is not:

- a) a Saturday or Sunday
- b) observed as a public holiday on the same day in each of the participating jurisdictions (except the Commonwealth)

connection means a physical link between a distribution system and a customer's premises to allow the flow of energy;

Customer Hardship Policy - Powerclub Limited's current approved Customer Hardship Policy



Customer Hardship Program - Powerclub Limited's current Customer Hardship Program.

Deregistration - updating of a registration of a customer's premises (**connection**) to remove, for that particular premise, the requirement for **life support equipment**

deregistration process - Where a customer, whose **connection** has been included on the Register, under sub-rule 124(1)(a) (and sub-rule 124(2) does not apply), fails to provide Medical Confirmation, then Powerclub can begin Deregistration of the **connection** only when:

- a) Powerclub compliance with the requirements under rule 124A has been confirmed
- b) Powerclub has taken reasonable steps to contact the customer in **connection** with the customer's failure to provide Medical Confirmation in one of the following ways:
 - (i) in person
 - (ii) by telephone
 - (iii) by electronic means
- c) Powerclub has provided the customer with a Deregistration Notice no less than 15-**business days** from the date of issue of the second confirmation Reminder Notice issued under sub-rule 124A(1)(d); and
- d) The customer has not provided Medical Confirmation before the date for Deregistration specified in the Deregistration Notice.

de-energisation or disconnection [NERL S2] of premises means

- a) in the case of electricity—the opening of a **connection**.

disconnection warning notice - A disconnection warning notice is a notice issued by a retailer or a distributor as applicable to warn a customer that the customer's premises will or may be de-energised.

disconnection warning period means the period that starts on the date of issue of a disconnection warning notice under rule 110, which must be no earlier than the next business day after the end of the reminder notice period, and ends no earlier than 6 business days from the date of issue of the disconnection warning notice

distributor planned interruption means an interruption of the supply of energy for:

- a) The planned maintenance, repair or augmentation of the transmission system
- b) The planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of metering equipment (excluding a retailer planned interruption)
- c) The installation of a new connection or a connection alteration

distributor unplanned interruption – an *unplanned interruption* caused by the actions of a distributor

hardship customer means a residential customer of a retailer who is identified as a customer experiencing financial payment difficulties due to hardship in accordance with the retailer's customer hardship policy;



interruption:

- a) In the case of Division 9A of Part 2, means a temporary unavailability or temporary curtailment of the supply of electricity to a customer's premises; and
- b) In all other cases, means a temporary unavailability or temporary curtailment of the supply of energy to a customer's premises, but does not include unavailability or curtailment in accordance with the terms and conditions of a customer retail contract or customer connection contract, and any applicable tariff, agreed with the customer;

Note: Rule 107(4) provides that Part 6 (relating to de-energisation or disconnection of premises) does not apply to interruptions under Division 6 of Part 4 or under Division 9A of Part 2.

life support equipment means any of the following:

- a) An oxygen concentrator
- b) An intermittent peritoneal dialysis machine
- c) A kidney dialysis machine
- d) A chronic positive airways pressure respirator
- e) Crigler najjar syndrome phototherapy equipment
- f) A ventilator for life support
- g) In relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support

Life Support Policy – means the current Board approved version of this policy

Life Support Program – means the policies procedures and actions approved for managing Powerclub Registered customers with **life support equipment**.

Life Support Register means the register of customers, maintained by Powerclub, representing all customers who:

1. Have indicated that they need **life support equipment** at their **connection** at the time they filled out the membership form.
2. Have been subsequently identified by a Relevant Distributor as requiring **life support equipment** at their **connection**.
3. Have submitted an appropriate Medical Confirmation Form confirming the requirement for **life support equipment** at their **connection**.

Life Support Team – Powerclub team members in the Role of providing service to customers requiring life support equipment at their connection.

medical confirmation form - means a written form that provides advice from a customer that a person residing or intending to reside at the customer's premises requires life support equipment and facilitates the provision of medical confirmation by the customer.

Specific information contained in the Medical Confirmation Form are:



- The date
- A statement by the entity sending the form that completion and return of the form will satisfy the requirement to provide medical confirmation under the Rules
- A request for the following information from the customer:
 - a) Property address
 - b) The date from which the customer requires supply of energy at the premises for the purposes of the **life support equipment**
 - c) Medical confirmation
- Specify the types of equipment that fall within the definition of **life support equipment**
- Advise the date by which the customer must return the Medical Confirmation Form
- Advise the customer they can request an extension of time to complete and return the Medical Confirmation Form.

nominated distributors

1. The regulations under an application Act of a participating jurisdiction may nominate an entity (being an entity that is licensed or otherwise authorised under jurisdictional energy legislation of that jurisdiction) to provide customer connection services as a nominated distributor for the purposes of this Law.
2. A nomination of an entity may be made for any or all the following:
 - a) the whole or a specified part of the geographical area of a jurisdiction
 - b) the whole or a specified part of a distribution system that is owned, controlled or operated by the entity.
3. A nomination of an entity has the effect of applying this Law and the Rules (in whole or in part as specified in the regulations and with any specified modifications) to the entity as if it were a distributor within the meaning of this Law, and references in this Law and the Rules to a distributor are accordingly taken to include references to the nominated distributor.

Privacy Policy - Powerclub Limited's current approved Privacy Policy

Program – Powerclub Limited's current Life Support Program.

Register - Powerclub Limited's Life Support Register.

Reminder Notice - A reminder notice is a notice issued by a retailer after the pay-by date for a bill to remind the customer that payment is required.

reminder notice period – The reminder notice period means the period that starts on the date of issue of a reminder notice under rule 109, which must be no earlier than the next business day after the pay-by date and ends no earlier than 6 business days from the date of issue of the reminder notice.

retailer planned interruption - retailer planned interruption means an interruption of the supply of electricity to a customer that:



- a) Is for the purposes of installing, maintaining, repairing or replacing an electricity meter
- b) Does not involve either:
 - 1. The distributor effecting the interruption under rule 89
 - 2. Interrupting the supply of electricity to a customer who is not the customer of the retailer arranging the interruption
- c) Is not a distributor planned interruption.

retailer unplanned interruption – an **unplanned interruption** caused by Powerclub.

Risk Management Plan – the member's contingency plans for maintaining power to life support equipment in the event of power interruptions, both planned and unplanned.

Role – The position description of a Powerclub employee that includes a specific allocation of the direct responsibility of managing a function, in this instance, the life support program.

shared customer, in relation to a distributor and a retailer, means a person who is a customer of the retailer and whose premises are connected to the distributor's distribution system;

unplanned interruption means an interruption of the supply of energy to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of energy, and includes:

- a) An interruption in circumstances where, in the opinion of the distributor, a customer's installation or the distribution system poses an immediate threat of injury or material damage to any person, any property or the distribution system; or
- b) An interruption in circumstances where:
 - 1. There are health or safety reasons warranting an interruption
 - 2. There is an emergency warranting an interruption
 - 3. The distributor is required to interrupt the supply at the direction of a relevant authority
- c) An interruption to shed demand for energy because the total demand for energy at the relevant time exceeds the total supply available; or
- d) An interruption to restore supply to a customer.



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