



25 October 2019

Mr Joe Dimasi
Senior Commissioner
Independent Competition and Regulatory Commission
PO Box 161
Civic Square ACT 2608

Dear Mr Dimasi

Joe

Submission on draft Consumer Protection Code

Thank you for the opportunity to make a submission in response to the draft decision on the Consumer Protection Code (Code) Review issued by the Commission on 23 August 2019.

Icon Water acknowledges the importance of this review and broadly supports the proposed amendments. The inclusion of a hardship policy requirement and additional clauses on addressing the substance of a complaint and ACAT processes, formalise established practices Icon Water already has in place for its customers. Icon Water also understands the intent of the proactive payment of rebates and will introduce processes to comply with and report on this requirement.

The following table provides, by exception only, comments on several key clauses of the proposed Code. These views are offered to contribute further information on current established practices and to ensure the intent of any Code amendments are clarified. These are provided to align with the goal of ensuring that the consumer protections are appropriate and meaningful and support the broad objectives of the *Utilities Act 2000*.

As such, we are not claiming that any part of this response is confidential. We are comfortable with you publishing this response on the Commission's website along with the other public submissions.

Should the Commission wish to clarify any of our comments or to seek further information, please do not hesitate to contact us.

Yours faithfully

A handwritten signature in dark ink, appearing to read "R Hezkial", written over a light blue grid background.

Ray Hezkial
Managing Director

Comments on key clauses

Amended Clause	Comments
<p>10.1 Registration of life support equipment</p>	<p>Icon Water acknowledges the dependence on fresh water supply for customers or consumers with life support equipment and the need for these people to receive particular attention from Icon Water.</p> <p>We have a mechanism in place for customers to apply online, however this is rarely used. We attribute this to our long standing process with ACT Health. A report is requested by Icon Water each month to confirm registration and deregistration of home haemodialysis customers. This means that our customers do not need to apply or provide medical documentation as proof to receive this rebate.</p> <p>Icon Water currently flags these consumers across the customer billing system, asset management system and the geospatial mapping system for easy identification by those parts of our business which need to be aware of their life support requirements.</p> <p>We would like the opportunity to discuss the details of these arrangements further with the Commission in order to ensure that the Code reflects the established practices.</p> <p>In addition, the application of this clause currently captures residents of Uriarra (as they are franchise customers) even though the Uriarra water supply is for non-drinking water which is not suitable for life support equipment. This is made clear to our customers at Uriarra through the terms of their standard customer contract. We would request that the application of this clause is revised to clarify that it is not applicable for customers receiving non-drinking water.</p>
<p>11 Guaranteed service levels</p>	<p>Although many parts of the Code relating to customer service properly apply to our interactions with all of our customers (including non-drinking water customers), some of the applicable service levels do differ for non-drinking water customers. In particular, the non-drinking water services are not designed with the level of redundancy and other network features required to guarantee supply to the same extent as in the drinking water network. Our non-drinking water customers are aware of this position through their standard customer contracts.</p> <p>Icon Water requests that this clause and the Guaranteed Service Levels in Schedule 1 are limited to franchise customers receiving drinking water.</p>
<p>11.4 Rebates to be paid in addition to damages</p>	<p>Icon Water recommends that this subclause is amended as shown below as it implies poor service on the part of the Utility, despite best efforts in addressing any unplanned interruptions.</p> <p style="padding-left: 40px;">Rebates are an acknowledgement that the level of service does not meet the Guaranteed Service Levels and is intended to incentivise the Utility to maintain the Guaranteed Service Levels.</p>
<p>Dictionary Definition of 'Franchise Customer'</p>	<p>Icon Water requests the amendment of this definition as shown below to align the Code with the Utilities Act.</p> <p style="padding-left: 40px;">'Franchise Customer' has the meaning given by the Utilities Act and means a customer who is supplied water by a Utility.</p>

Comments on key clauses

Amended Clause	Comments
GSL-W1 Customer connection times	<p>This clause requires a physical connection to be in place, as identified in clause 2.1 which provides further information regarding the Guaranteed Service Levels. Unlike in other utility industries, Icon Water does not turn supply on and off when customers move in and out of properties. As such, the premises generally remain connected and the services generally remain available at all times.</p> <p>There is, however, provision in the <i>Utilities Act 2000</i> for Icon Water to restrict the flow of water to a property to no less than two litres per minute in specified circumstances such as non-payment of an account.</p> <p>In order to ensure ongoing compliance with this service level, Icon Water will ensure that any restrictors are promptly removed on payment or settlement of the account, which could include the sale of the property, in accordance with the timeframes set out in the Code.</p>

