

## **Energy and Water Ombudsman (Victoria) Limited**

---

ABN 57 070 516 175

25 January 2007

Manager – MCE Secretariat  
Department of Industry, Tourism and Resources  
GPO Box 9839  
**CANBERRA ACT 2601**

By email: [MCEMarketReform@industry.gov.au](mailto:MCEMarketReform@industry.gov.au)

Dear Madam/Sir

### **Re: Retail Policy Working Group – National Framework for Distribution and Retail Regulation – Working Paper 2 (December 2006)**

Thank you for the opportunity to comment on the paper prepared by Allens Arthur Robinson entitled *Retail Policy Working Group – National Framework for Distribution and Retail Regulation – Working Paper 2 (December 2006)* ('Working Paper 2').

#### **EWOV'S EXPERIENCE OF DISTRIBUTION ISSUES**

The Energy and Water Ombudsman (Victoria)'s (EWOV's) comments on Working Paper 2 are – as with our submission on Working Paper 1 – based on our experience of customer complaints.

As such, EWOV's comments below relate to selected parts of Working Paper 2 that cover the distributor obligation to provide connection services and the distributor interface with retailers. EWOV has no comments on the distributor interface with embedded generators.

All licensed Victorian electricity distributors (five) and natural gas distributors (four) are EWOV scheme participants. This satisfies their licence and legislative requirements.

In the 2005-06 financial year, EWOV received 1,424 cases against electricity distributors. In these cases, the most common issues raised by consumers related to:

- unplanned outages – their frequency and/or duration and consequent damage, loss and inconvenience
- the provision of new services – information, costs and delays relating to new connections and installations

- existing assets – the energisation of existing properties, repairs and supply upgrades, safety issues and electrical interference issues
- electricity poles and cabling – damage, maintenance, placement and safety issues.

Also in the 2005-06 financial year, EWOV received 205 cases against natural gas distributors, with the most common issues relating to:

- gas pipes – damage, maintenance, placement and safety issues
- existing assets – the connection of existing properties, repairs, upgrades and safety issues
- the provision of new services – information, costs and delays relating to new connections and installations.

In addition to cases received by EWOV against distributors, a significant number of complaints received against energy retailers cannot be resolved without the involvement of the distributor. This is especially so of billing complaints, where meter tests, meter readings and/or detailed billing data may be requested from the distributor.

The need for distributors to take these actions and/or provide information has the potential to greatly extend complaint handling times. As such, EWOV has a procedure whereby, as a last resort, a complaint may also be raised against the distributor if they are causing unreasonable delays. This underlines EWOV's recognition of the importance of effective and efficient relationships between energy retailers and distributors.

## **SECTION 1 OF WORKING PAPER 2: EXECUTIVE SUMMARY**

### ***1.2 Provision of distribution services to customers***

EWOV supports the broad framework proposed in Working Paper 2 (at pages 1-2), which includes:

- the Law providing a high-level framework
- Rules providing detailed guidance for the content of deemed distribution contracts and Use of System Agreements
- an obligation on distributors to provide connection services in their area
- deemed distribution contracts between distributors and most customers
- Use of System Agreements between each distributor and retailer.

A potential shortfall of deemed distribution contracts is that consumers may not be aware of the rights and responsibilities they impose. This can have a significant impact on consumers – for example, a lack of awareness of the obligation to provide meter access can result in underestimated or overestimated bills and, ultimately, disconnection of supply. EWOV's casework experience is that many customers do not understand the respective roles of energy retailers and distributors. In this context, the importance of distributor information requirements cannot be understated.

EWOV notes that Working Paper 2 recommends (at page 25) that the Rules include a requirement for, ‘... the distributor to provide to a customer the approved standard terms and conditions applicable to that customer’. This requirement will help to address the information needs of customers. However, there needs to be further provision for key distribution information to be provided to customers in accessible formats – for example, through the provision of distribution Customer Charters and occasional billing inserts.

***EWOV comments on the summary table (at pages 3-12 of Working Paper 2)***

Activity	EWOV comments
<b>Connection</b>	
Obligation to connect	EWOV supports the proposal. EWOV suggests it would be helpful if the Rules contained an indication of timelines for connection/energisation. Our experience is that consumers often do not realise that there are several parties involved in ‘getting the power/gas on’ and that it can take several business days. As stated below, service standards would be a good place for the inclusion of such timelines.
Initiation of connection	EWOV supports the proposal and notes that customers are dependent on both retailers and distributors to obtain connection/energisation in a timely manner.
Connection requirements	<p>This proposal raises some key questions:</p> <ul style="list-style-type: none"> <li>• How is the customer to be informed of any obligations which he or she must satisfy to enable connection/energisation?</li> <li>• What if the customer is unable to readily meet those conditions – for example, where a tenant moves into an older property that has the meter inside the house?</li> </ul> <p>EWOV suggests the Rules should specify that where a distributor refuses to connect because a customer has failed to satisfy the requirements, the distributor must promptly provide clear information to that customer as to what they have to do to satisfy the requirements.</p>

Activity	EWOV comments
Payment for connection	<p>It is quite common for customers to query the costs they are asked to pay by distributors for augmentation or extension works. This is understandable, given that the costs can be considerable and can vary markedly between properties.</p> <p>As such, it is important that the Rules contain provisions requiring distributors:</p> <ul style="list-style-type: none"> <li>• to provide customers with clear and detailed explanations for the basis for such costs</li> <li>• to advise customers of their options for having the costs internally reviewed by the distributor and, if the matter remains unresolved, by an independent body.<sup>1</sup></li> </ul>
<b>Supply</b>	
Obligation to supply	EWOV supports the proposal.
Payment for supply	EWOV supports the proposal.
<ul style="list-style-type: none"> <li>• calculation of charges</li> </ul>	EWOV notes the importance of carefully defining – as was proposed in Working Paper 1 – the circumstances in which charges may be estimated and the basis for such estimates.
<ul style="list-style-type: none"> <li>• billing/collection of charges</li> </ul>	Please see comments below under ‘Billing disputes’.
<ul style="list-style-type: none"> <li>• customer credit risk</li> </ul>	EWOV supports the proposal.
Security requirements	EWOV supports the proposal.
Credit support	No comment.
Billing disputes	As noted above, distributor information and/or action is/are often required to resolve a billing dispute between a customer and their retailer. As such, distributors should be subject to a clear and timely obligation to supply relevant information to retailers and/or undertake actions to assist in the resolution of such complaints.

<sup>1</sup> Currently in Victoria, EWOV can facilitate the provision of information about how augmentation costs were calculated. Beyond that, if the dispute is squarely about the amount of the cost payable by the customer, then it is the role of the Victorian Essential Services Commission (VESC) to decide whether it is a fair and reasonable cost. This is reflected in distribution licences and in EWOV’s Charter (clause 4.2(f)).

Activity	EWOV comments
Termination of services	EWOV supports the proposed provision that is intended to prevent a customer having their supply disconnected as a result of the cancellation of the Use of System Agreement between their retailer and the distributor. Such an event is beyond a customer's control.
<b>Service standards</b>	
Interruptions to supply	<p>EWOV supports this proposal, subject to clarification of the detail of notice requirements.</p> <p>EWOV supports the proposal for interface provisions covering the provision of information by the distributor to retailers and a referral procedure for customer enquiries relating to interruptions.</p>
Service standards / guaranteed service levels	<p>EWOV supports the retention, and where appropriate extension, of service standards with associated Guaranteed Service Level payments for failure to meet those standards. These provisions should be in the Rules.</p> <p>As a matter of fairness to all affected customers, the Rules should provide that Guaranteed Service Level payments are automatic, and not dependent on customer application.</p>
Liability and warranties	<p>In relation to responsibility for voltage variation damage claims, EWOV confirms its view that the national regulatory framework should adopt the content of the VESC's <i>Voltage Variation Compensation Guideline</i>.</p> <p>The adoption of this model nationally would overcome current disparities between jurisdictions and legislative frameworks.</p> <p>Since the <i>Voltage Variation Compensation Guideline</i> was introduced in Victoria in 2001, the number of customer complaints received by EWOV regarding compensation for damage relating to, or potentially relating to, voltage</p>

Activity	EWOV comments
	<p>variation has reduced markedly. For electricity distributors, this has reduced the compliance costs associated with external dispute resolution. It has also provided greater regulatory certainty to distributors.</p> <p>In summary, it is more efficient and a sound principle to pay residential and small business customers for damage caused by voltage variation, with the costs of this obligation built into distributors' pricing submissions.</p> <p>The content of the <i>Voltage Variation Compensation Guideline</i> could be written into the Rules and deemed distribution contracts.</p> <p>As a more general point, an excessive limitation on distributors' liabilities in the deemed distribution contract could be seen as unfair, given that distributors are monopolies and customers do not have a say in deemed terms and conditions.</p>
<b>Disconnection/reconnection</b>	
<p>Circumstances in which a distributor may/must disconnect</p>	<p>EWOV agrees that the distributor should not be entitled to disconnect (directly) for non-payment. As bills are issued by retailers, the right to initiate a disconnection for non-payment should continue to rest only with retailers.</p> <p>It is reasonable that a distributor may disconnect a customer's supply for reasons of emergency, health and safety or for tampering with the distribution system, provided adequate notice is given.</p> <p>Disconnection for non-compliance with customer obligations is only reasonable where the customer has had adequate opportunity to be aware of those obligations and rectify the fault. Disconnection is a serious step that</p>

Activity	EWOV comments
	<p>severely disrupts the functioning of households and should not be undertaken without direct contact – that is, where practicable, a phone call or visit, not just a letter.</p> <p>In relation to the initiation of disconnection for repeated failure to provide access to a meter, EWOV suggests this should continue to sit with retailers, as was envisaged in Working Paper 1.</p> <p>EWOV largely supports the proposed interface provisions relating to disconnection at the request of the retailer. EWOV requests clarification as to whether the ‘compensation regime’ that is mentioned (at page 6 of Working Paper 2) is to compensate the retailer, not the customer.</p> <p>Just as there should be guidance as to timeframes for connection/energisation, there should also be clear timeframes for distributors to action disconnection/de-energisation requests. EWOV has received complaints in which the disconnection request of the previous occupants was not been acted upon until after the connection request of the new occupants – resulting in the erroneous disconnection of the new occupants’ supply.</p>
Circumstances in which distributor must not disconnect	<p>EWOV supports these inclusions in the Rules and deemed distribution contracts.</p> <p>As stated in our submission on Working Paper 1, there should also be a bar on disconnection for non-payment where the relevant account is the subject of an unresolved dispute, whether with the retailer or an external dispute resolution body with jurisdiction over the matter.</p> <p>EWOV notes that, in Victoria, a distributor’s action in disconnecting a customer in error may, in some cases,</p>

Activity	EWOV comments
	<p>result in a retailer having to pay a Wrongful Disconnection Payment. EWOV believes that the Use of System Agreement should contain provisions enabling the retailer to recover the payment it made to the customer from the distributor where the wrongful disconnection arose from the distributor's action.</p>
<p>Distributor obligation to reconnect</p>	<p>EWOV supports the proposal.</p>
<p><b>Faults</b></p>	
<p>Handling customer reports / enquiries</p>	<p>EWOV understands it is proposed to set out a distributor's responsibilities in this area in Use of System Agreements and deemed distribution contracts. Given the importance of this area, EWOV suggests it should also be the subject of Rules.</p> <p>Both Victoria and South Australia experienced major storms during early 2006 and in both cases the distributors were, to varying degrees, unable to cope with the volume of calls to their call centres. EWOV also experienced an upsurge of calls about distributors around the time of the Victorian storms. Some callers wanted to report dangerous situations and were unable to do so, or even to get through to recorded information in some cases. The Essential Services Commissions of both States carried out extensive reviews with published reports and these reports could inform the Working Group's consideration of minimum standards to be included in the Rules.</p> <p>On the basis of the Victorian report, EWOV suggests the following requirements be considered for inclusion as Rules about distributor capacity to handle fault reports and enquiries from customers:</p> <ul style="list-style-type: none"> <li>• as suggested in Working Paper 2, the ability to handle</li> </ul>

Activity	EWOV comments
	<p>reports as well as enquiries</p> <ul style="list-style-type: none"> <li>• regular review and testing of Interactive Voice Response systems</li> <li>• training of call centre staff for emergency situations and the maintenance of up-to-date procedural manuals</li> <li>• training of volunteer non-call centre staff where this is the chosen strategy to boost staffing of call centres in emergencies, and</li> <li>• a system for prioritising calls.</li> </ul>
Fault reporting and correction	<p>EWOV agrees that 24 hour fault reporting is a required capacity for distributors. EWOV suggests this requirement should be reflected in the Rules, not just deemed distribution contracts.</p> <p>EWOV agrees that the capability should be to both receive and provide information. It should also be a requirement that the information provided should be accurate, as far as is reasonable. This should discourage distributors from putting on standard messages which have no basis in actions being taken (‘estimated time to fix is four hours’).</p>
<b>Other customer enquiries and claims</b>	
Handling customer enquiries / claims	<p>EWOV supports the proposal.</p> <p>In addition to the listed scenarios, there are a number of enquiries and claims that require retailers and distributors to work cooperatively – for example, to clarify an enquiry about the status of a connection/energisation request. As such, Use of System Agreements should also commit the retailer and distributor to cooperate on enquiries and claims that involve both parties’ actions.</p> <p>Please also see EWOV’s comments below – in relation to Attachment 2 of Working Paper 2 – on Dispute Resolution.</p>

Activity	EWOV comments
Third party claims	EWOV supports the proposal.
<b>Meter reading</b>	
Reading	<p>The reference to ‘either set of terms and conditions’ is unclear. EWOV requests clarification of whether it is referring to the Use of System Agreement and the deemed distribution contract.</p> <p>There needs to be a clear regulatory obligation for meters to be read.</p>
Access to premises	As noted above, effective communication strategies are needed to raise customer awareness of their obligations under a deemed distribution contract.
<b>Customer obligations</b>	
Customer installations and equipment	As noted above, customers need an opportunity to be aware of their obligations.
Protection of distributors' equipment	As above.
<b>Information sharing</b>	
Customer information	<p>EWOV supports the proposal, subject to the information provided by the retailer to the distributor being necessary for the carrying out of a task or function by the distributor.</p> <p>There should also be a reverse provision – that is, a distributor should also be obliged to provide necessary information to a retailer. Two practical examples come to mind from EWOV’s casework:</p> <ul style="list-style-type: none"> <li>• Electricity distributors hold information about households with life support equipment. If the household has switched retailers, the new retailer may not be aware of this. An obligation on a distributor to provide the new retailer with this information would reduce the likelihood of the new retailer erroneously issuing a disconnection request.</li> <li>• Distributor information is also necessary for a retailer</li> </ul>

Activity	EWOV comments
	to resolve cross-metering issues or situations involving the transfer of the wrong National Metering Identifier or Meter Identification Registration Number.
Planned and unplanned outages	No further comments.
Customer requests	EWOV supports the proposal.

## **SECTION 2 OF WORKING PAPER 2: INTRODUCTION**

EWOV notes the reference to small customer dispute resolution being regulated at a jurisdictional level (at page 13) and the recognition that the national framework will include an obligation on relevant entities to comply with applicable dispute resolution arrangements. Energy Ombudsman schemes in Australia charge for the cost of investigation and resolution of complaints and case outcomes according to their Charters/Acts. The basis for decisions by retailers and distributors, as to the possible re-allocation of these costs after Ombudsman cases are closed, needs to be clearly articulated in Use of System Agreements.

## **SECTION 3 OF WORKING PAPER 2: OBLIGATION TO PROVIDE CONNECTION SERVICES**

### ***Which customers should receive the benefit of this obligation?***

Based on EWOV's experience of complaints involving medium-usage and larger-usage business customers, EWOV supports the option recommended in Working Paper 2 (at section 3.4(a)(ii) on pages 22-23) that the benefit of the obligation to provide connection services should apply to all customers (not just small customers).

EWOV also agrees with the comments on page 24 supporting the concept of a local network service provider for both gas and electricity and supports the comment that 'we do not see any reason to distinguish between the sectors in terms of the high level specification of [these] obligations.'

### ***Enforcement mechanisms (section 3.4(d) on page 26)***

EWOV looks forward to the opportunity to provide comments in response to Working Paper 3 on whether court procedures should be supplemented by other administrative remedies and procedures. Our preliminary view is that a graduated and wide range of enforcement mechanisms should be available to the Australian Energy Regulator.

**SECTION 4 OF WORKING PAPER 2:  
CONTRACTUAL MODELS FOR DISTRIBUTION SERVICES**

EWOV does not wish to comment on contractual models other than to say it supports the comment on page 30 that ‘for most purposes, the interface is between customers and retailers. Whatever formal structure is adopted, this should continue to be the case.’

**SECTION 5 OF WORKING PAPER 2:  
DISTRIBUTOR INTERFACE WITH CUSTOMERS**

In the summary of submissions received on the point of disconnections and reconnections, there is reference to submissions arguing that there should be no distributor right to disconnect except for faults, emergency or health and safety issues. EWOV agrees with these submissions.

**ATTACHMENT 2 OF WORKING PAPER 2:  
REGULATION OF DISTRIBUTOR-CUSTOMER CONTRACT TERMS**

The comments below – in relation to the subject matter that should be regulated in a standard form deemed distribution contract – supplement EWOV’s comments above in relation to the summary table (which is at pages 3-12 of Working Paper 2).

<b>Subject</b>	<b>EWOV comments</b>
Commencement of contract (as between the distributor and the customer at particular premises)	EWOV supports the proposal.
Calculation of distribution charges (amount or basis of calculation)	EWOV agrees that these matters belong in the distributor-retailer interface.
Billing and meter reading	While EWOV agrees that distributor billing and meter-reading obligations are primarily matters to be addressed in the distributor-retailer interface, references to the frequency of meter reading as well as to the customer’s obligation to provide safe access should be included in the deemed distribution contract.
Collection of charges	EWOV supports the proposal.
Security requirements	EWOV supports the proposal.
Billing disputes	It is unclear whether this reference is to distributor-retailer disputes, distributor-customer disputes or retailer-customer disputes. As stated above, EWOV believes that distributors

Subject	EWOV comments
	should be subject to a clear obligation to provide information to assist retailers to resolve billing enquiries and disputes with customers.
Termination of services	EWOV supports the proposal.
Interruptions to supply	EWOV supports the proposal to set out the circumstances in which a distributor is permitted to interrupt or curtail supply, and the distributor's obligations in relation to the provision of notice and information to customers, in the Rules, as well as in the deemed distribution contract.
Service standards/Guaranteed service levels	<p>EWOV suggests the requirement for a distributor to comply with any jurisdictionally imposed service level obligations should be noted in the Rules, as well as in the deemed distribution contract.</p> <p>The deemed distribution contract should also clarify for the customer how any payment for failure to meet the service standards will be received.</p> <p>In addition to the service standards listed in Working Paper 2 (at page 86), there is also a Guaranteed Service Level payment in Victoria relating to the repair of street-lighting.<sup>2</sup></p>
Liability and warranties	<p>EWOV notes the comment, 'due to the nature of energy supply, particularly electricity, it is also appropriate to include a clear acknowledgement by customers of the need to protect against quality and reliability problems'. There needs to be greater clarity on this point before an obligation is placed on customers, especially in a deemed contract.<sup>3</sup></p> <p>As noted previously, EWOV believes that Voltage Variation Compensation should become a national provision and is therefore opposed to distributors being able to exclude liability in this area.</p>
Disconnections and reconnections (excluding temporary	Please refer to EWOV's comments above in relation to the summary table.

<sup>2</sup> See the VESC's *Public Lighting Code* clause 2.5

<sup>3</sup> In November 2004, the VESC released a Guidance Paper on, amongst other things, the meaning of 'reasonable precautions' under its Voltage Variation Compensation Guideline. It may be useful to include such guidance in a deemed electricity distribution contract.

<b>Subject</b>	<b>EWOV comments</b>
supply interruptions)	Requirements relating to disconnections and reconnections should be reflected in the Rules, as well as in deemed distribution contracts.
Fault reporting and correction	<p>EWOV supports the proposal.</p> <p>As noted above in our comments in relation to the summary table, EWOV has noted the importance of customers being readily able to report faults and give information to distributors, especially in situations of widespread faults, and this capacity should be required of distributors.</p>
Dispute resolution	<p>EWOV supports the proposal to include a dispute resolution clause in deemed distribution contracts that requires the distributor to comply with the rules of the relevant dispute resolution scheme. In the absence of a licensing regime, this requirement should also be stated in the Law and Rules.</p> <p>The dispute resolution clause in deemed distribution contracts must also contain the following requirements for distributors (these are comparable to the requirements proposed for energy retailers in Working Paper 1):</p> <ul style="list-style-type: none"> <li>• A distributor must handle a complaint in accordance with the relevant Australian Standard and the relevant jurisdictional dispute resolution process.</li> <li>• When a customer contacts a distributor in relation to the complaint, the distributor must inform the customer: <ul style="list-style-type: none"> <li>○ that the customer has a right to raise the complaint to a higher level within the distributor’s management structure</li> <li>○ that, if after raising the complaint to a higher level, the customer is still not satisfied with the distributor’s response, the customer may refer the complaint to the relevant external ombudsman</li> <li>○ of the name and phone number of the relevant external ombudsman.</li> </ul> </li> </ul> <p>As noted above, there is a range of disputes that require coordination by retailers and distributors to resolve, and Use of System Agreements should commit retailers and distributors to cooperate to this end.</p>
Customer obligations	As noted above, effective communication strategies are needed to raise customer awareness of their obligations under a deemed distribution contract.

## **ATTACHMENT 3 OF WORKING PAPER 2: REGULATION OF DISTRIBUTOR-RETAILER CONTRACT TERMS**

EWOV does not wish to make detailed comment on this Attachment but does make the following points:

- it agrees with the statement on page 93 that the retailer should pay the distributor as principal and provide a bundled service to the customer
- as noted above, there also needs to be clear provision in Use of System Agreements for retailers and distributors to themselves make decisions on the possible reallocation of the charges of Ombudsman scheme investigation and resolution of cases and the cost of case outcomes following closure of those cases (page 94).

EWOV notes the discussion on page 95 in relation to changes in network tariffs. EWOV's casework experience is that there is a need for greater clarity – in Rules, Use of System Agreements and deemed distribution contracts – about an electricity distributor's obligations to apply an appropriate network tariff, regularly review the appropriateness of the network tariff and proactively advise the customer about their findings.

Our experience is that some business customers believe that their distributor and retailer will always act in their best interests by appropriately selecting and regularly reviewing their network tariff allocation. Our case experience is that distribution businesses and retailers do not necessarily see this as their role – a retailer may rely on a distributor and vice versa. It is clear that incorrect network tariffs can have a big impact on the electricity costs incurred by business customers and, as such, a distributor's obligations need to be clear to customers.

There is also a need for greater clarity and consistency in relation to electricity distributors' and retailers' approaches to tariffs involving a minimum demand component. EWOV understands there is considerable variation in distributors' approaches to the re-setting and re-billing of minimum demands (e.g following a one-off spike in demand). Greater clarity is required – in the Rules, Use of System Agreements and deemed distribution contracts – to avoid customers experiencing different outcomes to the same situation depending on whom their distributor is.

## **ATTACHMENT 4 OF WORKING PAPER 2: CONSOLIDATED STATEMENT OF CONCLUSIONS AND RECOMMENDATIONS**

### ***Distributor obligation to provide connection services***

EWOV supports the proposed division of provisions as between the Law and the Rules.

*Distributor interface with customers*

EWOV supports the provisions proposed to be included in the Law.

We have two comments in relation the consolidated statement of the Rules:

1. In section 3.4 of Working Paper 2 (at page 25), it was stated that the Rules should include a provision that distributors must give customers a copy of the deemed distribution contract in certain circumstances, including on connection. EWOV notes this provision has not been included in the consolidation in Attachment 4.

EWOV reconfirms its support for this provision being in the Rules, as it is one means of raising the awareness of consumers of their rights and responsibilities under a deemed distribution contract.

2. It is proposed (at pages 41 and 110 of Working Paper 2) that, in relation to small customers, distributors will not be required to obtain approval from the Australian Energy Regulator of the terms and conditions of their deemed distribution contracts. Instead, the terms and conditions will be required to be consistent with terms prescribed in the Rules.

EWOV notes that this model makes it very important that the Rules include all the major terms to be included in the deemed distribution contract, without ambiguity.

If prior approval is not to be required, then the terms and conditions of the deemed distribution contracts applying to small customers should be subject to regulatory audits by the Australian Energy Regulator.

EWOV has no other comments on Attachment 4.

We trust these comments are helpful. Should you require any clarification of, or expansion on, EWOV's comments, please do not hesitate to contact Stephen Gatford, Manager Public Affairs and Policy, on (03) 9649 7599.

Yours sincerely



**Fiona McLeod**  
**Energy and Water Ombudsman (Victoria)**