

Submission
Electricity Authority
Via BY EMAIL
ACCES@ea.govt.nz

19 November 2019

Additional Consumer Choice of Electricity Services (ACCES) Quick Wins technical consultation paper

Thank you for the opportunity to provide a submission on the ACCES Quick Wins Technical Consultation paper.

Mercury is highly supportive of the Authority's work programme to improve consumers' ability to share their consumption data with businesses they trust. With some minor changes, the proposed amendments contained in this technical consultation paper will provide a practical and efficient way to implement the proposals contained in the Authority's original Quick Wins for Increasing Access to Electricity Services consultation paper released in April 2019.

Mercury's submission in response to the original consultation paper expressed strong reservations about the Privacy Act implications for retailers under the Authority's Proposal One. We had particular concerns that the process for agent authorisation was not sufficiently robust for a retailer to rely on as the manager of data on behalf of its customers.

As a result of the above feedback, the Authority has obtained the opinion of QC Victoria Casey who concluded that the Code amendment would not put retailers in breach of their Privacy Act obligations. Mercury appreciates that the Authority has sought an advisory opinion from Victoria Casey and does take some comfort from this advice. However, we do still have continued reservations in particular regarding the assertions that privacy risks from unauthorised access to our customer data could be characterised as "negligible" and that the process proposed by the Authority erodes some of the protections Mercury currently has to protect customer consumption data. We set out our views in more detail in Appendix A.

Mercury supports the intent to introduce a pragmatic data access process that works for all parties. This process must enable agents to request information from retailers on behalf of their customers in a timely manner and at the same time enable retailers to provide customer data with the confidence that their obligations under the Privacy Act have been met.

The process as currently proposed by the Authority provides an incentive for agents to sign up to the EIEP Transfer Hub to ensure a faster turnaround on their requests for information from retailers. Further safeguards should be built into the process in order to give retailers the ability to verify agent authorisations to a standard that satisfies the retailer's own privacy requirements. Mercury supports incorporating its own existing verification process into the Authority's clause 11.32E process. This could be easily achieved by requiring the agent to obtain a security token from any Mercury customer prior to a request for information and submitting this as a "Consumer Authorisation Code" on the EIEP 13C request.

We appreciate that this will create an additional step for an agent. However, we consider this is reasonable given the grey area that exists for retailers to ensure they are complying with their Privacy Act obligations. This would provide the necessary comfort for Mercury and likely other retailers to proceed with agent requests through the EIEP Transfer Hub in a manner that is both timely and Privacy Act compliant.



We would be happy to answer any questions that you might have in relation to our submission. Please contact Jo Christie on 0212882276 or jo.christie@mercury.co.nz.

Yours sincerely

A handwritten signature in black ink, appearing to be 'N Wilson', written over a horizontal line.

Nick Wilson
Manager Regulatory and Government Affairs

A handwritten signature in black ink, appearing to be 'Jo Christie', written over a horizontal line.

Jo Christie
Regulatory Strategist



Appendix A: Mercury Submission

Question	Comment
<p>Q1. Do you have contrary views to those of Victoria Casey QC? If so, please elaborate.</p>	<p>1.1 Privacy Issues</p> <p>We refer the Authority to our submission dated 11 June 2019 (“original submission”) in response to the original Quick Wins for Increasing Access to Electricity Services consultation paper (“original paper”).</p> <p>In our original submission we set out our concerns that compliance with Proposal One could put Mercury in breach of its obligations under the Privacy Act.</p> <p>Mercury agrees that it is important for individuals to have access to their consumption data and we take some comfort from the views expressed by Victoria Casey QC in her opinion of 16 October 2019.</p> <p>We would however like to note a couple of points of difference between Victoria Casey’s opinion and that of Mercury:</p> <ol style="list-style-type: none"> a. Victoria Casey notes that it is “not firmly established that customer usage data of the kind at issue here does not properly fall within the meaning of personal information”. Mercury would like to emphasise that Mercury does treat consumption data as personal information for the purposes of the Privacy Act and accordingly affords it the same protections as it would any other personal information Mercury holds about its customers. b. Mercury is concerned with Victoria Casey’s comments on establishing identity in paragraphs 21 to 23 of her advice. Mercury is highly supportive of the Authority’s aim in ensuring customers are easily able to access their usage data and does not seek to raise unreasonable barriers for customers to access their usage data. However, Mercury must weigh its obligation to provide customers with access to consumption data with its obligation to protect that consumption data. <ol style="list-style-type: none"> i. We disagree with Victoria Casey’s example that cross-checking a name against a property address may be sufficient to identify a customer for the purposes of disclosing consumption data to that customer. Mercury considers its current process for identifying individuals through a number of security questions before discussing any customer account information is an appropriate method of customer identification. As above, we do not consider consumption data should be treated any differently to other personal information. ii. Mercury also does not support Victoria Casey’s assertion that it should rely on assertions by an agent who is a “known and reputable member of the industry who routinely acts for consumers in this role” that written authority has been given to provide consumption data to the agent. Mercury agrees that where an agent is known and reputable, this does contribute to Mercury being satisfied on reasonable grounds that disclosure is authorised by the customer concerned. However, Mercury considers each agent request on a case by case basis, even where an agent may have made multiple requests before and will be requesting copies of authorisation forms from all agents including “known and



	<p>reputable members” to ensure their authorisation is current and Mercury can be satisfied that the agent is validly authorised.</p> <p>iii. Mercury does not agree with Victoria Casey’s statement that the consequences for disclosing consumption data to someone who is not properly authorised is “negligible”. Although the actual harm suffered by the customer may be minor, Mercury is concerned that such a disclosure would violate the trust Mercury’s customers hold with Mercury to keep their personal information secure. Mercury’s position is that disclosure of personal information, no matter how “negligible” the effect of unauthorised disclosure may be, should only occur where authorised by the customer or where otherwise authorised by the Privacy Act. Further, this does not take into account the reputational harm a retailer may suffer if it is found to be disclosing personal information without proper authorisation. There have been a number of high-profile examples of unauthorised disclosure of personal information recently that erode consumer trust of the organisation concerned.</p> <p>iv. Mercury agrees with Victoria Casey that a request for consumption data from an “unknown agent” may involve a different analysis of whether Mercury is satisfied on reasonable grounds that disclosure is authorised. However, as above, Mercury will consider each request on a case by case basis and will request copies of authorisations as part of its analysis to determine it has reasonable grounds to believe disclosure has been authorised by the customer.</p> <p>Mercury also notes Victoria Casey has not provided an opinion on the use of electronic signatures. As Mercury has indicated in its original submission, Mercury does not keep or request copies of customers’ electronic signatures and is unable to use electronic signatures to verify an individual’s identity.</p> <p>Mercury considers its current process (as was described in full at page 5 of our original submission) is appropriate to ensure Mercury is only disclosing customer information to an authorised person. Mercury is concerned that adopting the Authority’s process would erode some of the protections Mercury has in place to protect consumption data. However, to support the Authority to achieve its aims from this process, Mercury has established a workaround to address its privacy concerns. This workaround is set out in more detail below¹.</p>
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<p>Q2. What are your views on the drafting of the proposed amendment to clause 11.32E of the Code?</p>	<p>Mercury supports the intention of the new clauses to provide a standardised process for retailers to deal with agent requests for the provision of consumption data.</p> <p>Based on our concerns in relation to Mercury’s obligations under the Privacy Act², we suggest some changes that would give us comfort and assist in the practical implementation of the request process. These are set out below.</p> <p>2.1 Drafting of 11.32E generally</p> <p>Our understanding is that there are two separate processes for agent requests. Either:</p> <p>a. The agent approaches the retailer directly through means other than the</p>
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¹ See paragraph 3.2

² See paragraph 1.1



EIEP Transfer Hub. In these cases, the request does not need to be in a prescribed form. Authorisation by the customer must be consistent with the Privacy Act and where agents are participants, must also be consistent with clause 11.32EC; or

- b. The agent request is received through the EIEP Transfer Hub via EIEP 13C. In these cases, the request must be in the form prescribed by EIEP 13C, authorisation by the customer must be in the form and contain the information required by new schedule 11.6 and the retailer must respond to the agent within two business days of having received the request.

We consider that this could be made clearer in the way that the new clauses are drafted. We have set out at question 4 below some drafting suggestions that would assist (attached as Appendix B).

2.2 11.32ED(2)(a) – 2 business day response time for requests received via EIEP Transfer Hub

Whilst we appreciate that the Authority is aiming to improve the timeliness of the delivery of consumption data to agents following a request for information, the proposed 2 business day timeframe to respond to a request is not workable.

For Mercury, the process of determining whether to accept or decline a request for information is almost the same as having to provide the full data file in the same time frame. In effect, Mercury must generate the file and undergo the checks and verifications that need to be completed to evaluate a request to complete the request – the decision to accept or decline a request cannot occur first. In addition, Mercury will have to complete an analysis of whether it can disclose the consumption data from a privacy perspective within that 2 business day timeframe.

We therefore suggest that the timeframe for providing a response to an agent at 11.32ED(2)(a) should be 5 business days. If accepted, this clause would be redundant as the timeframe imposed for EIEP Hub Transfer requests would be the same for all agent requests under 11.32B.

Please note however that if the Authority accepts our point in relation to the provision of a Consumer Authorisation Code with an EIEP 13C request³, the 2 business day timeframe to provide an agent with a response becomes more acceptable as the retailer will be more easily able to authorise the request.

2.3 Section 11.32ED(1)(a)(ii) and Schedule 11.6 – copy of authority

Where a request is received via the EIEP Transfer Hub, the request must include a statement that the agent has obtained a written authority from the consumer in the form required by schedule 11.6 or the agent must “separately provide” this written authority. It would be valuable if clarity could be provided as to whether there is a means for this authority to be sent to the retailer at the same time as the 13C request via the EIEP Transfer Hub. This ability would help streamline Mercury's process, as Mercury will expect to see a copy of each written authority as part of its approval process to ensure the written authority is valid and current.

³ See paragraph 3.2



	<p>2.4 Section 11.32EE – electronic signatures</p> <p>We refer the Authority to our original submission at pages 3-4. Mercury advised that it does not request or hold customers' signatures and we understand most retailers operate this way. Accordingly, we would be unable to ascertain the reliability of an electronic signature for the purposes of the Contract and Commercial Law Act, nor could we be satisfied as to the individual's identity for the purposes of section 45 of the Privacy Act. We reiterate this submission.</p> <p>We note that the electronic signature requirement applies only in relation to requests made through the EIEP Transfer Hub that require a schedule 11.6 form to be completed. For all other agent requests, (ie non EIEP Transfer Hub requests), the retailer's usual process for dealing with agent requests will continue to apply.</p> <p>In Mercury's case, the customer requests a security token from Mercury which the customer then provides to the agent. This process was described in full at page 5 of our original submission. As we submitted then, this process gives Mercury confidence that the request is properly authorised by our customer without the need for us to verify a customer's signature. We are confident that our process is Privacy Act compliant.</p> <p>For Mercury to have this level of confidence in relation to requests made via the EIEP Transfer Hub, we submit that the agent should still be required to obtain this security token from the customer for each request for information. This is discussed in further detail below in relation to EIEP 13C and the Consumer Authorisation Code⁴.</p>
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<p>Q3. What are your views on the amendments to EIEPs 13C, 13A and 13B?</p>	<p>3.1 EIEPs 13C, 13A and 13B Generally</p> <p>Mercury generally supports the amendments to EIEP's 13C, 13A and 13B. These amendments provide a pragmatic alternative to the creation of a new API (as proposed in the Original Consultation), that will achieve the same outcomes.</p> <p>As we have mentioned above⁵ and in our original submission, we do have some concerns in relation to Mercury's obligations under the Privacy Act and would like to suggest changes to the process for the communication of an authorisation that would satisfy these obligations.</p> <p>3.2 EIEP 13C – Customer Authorisation Code</p> <p>EIEP 13C contains a data field for a "Consumer Authorisation Code". At the time of the information session, the Authority was unable to provide clarification as to how this field might be used in practice.</p> <p>Mercury submits that if a retailer's process requires, an agent must insert here the "Consumer Authorisation Code" that the agent obtains from the retailer's customer. We refer you to our comments above in relation to electronic signatures and Mercury's existing security token system⁶. In this case, the security token that Mercury provides to a customer when an agent has made a request on his or her behalf would become the Consumer Authorisation Code.</p>
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⁴ See paragraph 3.2

⁵ See paragraph 1.1

⁶ See paragraph 2.4



In practice, we realise that this will create an extra procedure for an agent to comply with. Prior to submitting each 13C request to the EIEP Transfer Hub, an agent will need to ask his or her customer to request this code from the retailer.

However, once the code has been supplied by the customer to the agent and is incorporated into the “Consumer Authorisation Code” field on EIEP 13C it would mean that:

- i. When a retailer receives an EIEP 13C request through the EIEP Transfer Hub it knows immediately that the agent has a valid authorisation;
- ii. The agent does not need to produce the schedule 11.6 Form of Authority every time it makes a request on behalf of the customer (provided this not a first request, the original authority is still valid and there are no other grounds for the retailer to consider authorisation has not been granted);
- iii. The authorisation can be tracked with certainty to the customer; and
- iv. Significant time savings can be achieved as a Consumer Authorisation Code gives the retailer confidence that its privacy obligations have been met.

Mercury urges the Authority to build the Consumer Authorisation Code into the agent authorisation process as a step that a retailer may require to give it comfort that its Privacy Act obligations have been met.

Mercury considers no changes to the Code are necessary to give effect to this change. Failure to provide the Consumer Authorisation Code would result in the retailer resubmitting the request to the agent for further information. If the agent does not then supply the Consumer Authorisation Code, the retailer can refuse the request on the basis that the retailer cannot believe on reasonable grounds that the customer has authorised the request.

At most, the Authority could include a note within EIEP 13C that some retailers require a Consumer Authorisation Code as part of their verification process and failure to provide the Consumer Authorisation Code may result in a retailer submitting the request back to the agent for further information.

3.3 EIEP 13C – Expiry date validity 24 months

Under EIEP 13C the Requester must specify an “Authority expiry date” that can be “no more than 24 months from the request date”.

We understand from discussions at the Authority’s information session that this expiry date is not recorded in the EIEP Transfer Hub and that it will be the retailer’s responsibility to determine whether each request received is in fact made in accordance with an authority that is still current and valid.

Given that the schedule 11.6 form of authority does not have to accompany each EIEP 13C request, this will create additional work for retailers who are diligent in terms of their Privacy Act obligations to verify agent requests for information. There is also a query around an authorisation that has been revoked, as per clause 11.32EF. Mercury does not agree that retailers should be required to keep copies of all written authorisations received so that a retailer can identify the exact written authority to which a notice of revocation relates.

We appreciate that agents are unwilling to provide retailers with a new authority for every request in relation to one customer. We heard at the Authority’s information session that for Privacy Act purposes retailers should be able to rely on the warranty given by the agent under the “Revised EIEP Transfer Hub Terms and Conditions for Use” that every agent will be required to sign prior to being able to access the EIEP



	<p>Transfer Hub.</p> <p>However, Mercury takes its privacy obligations seriously and wishes to avoid unauthorised disclosures in the first instance, rather than relying on the warranty in the EIEP Transfer Hub Terms and Conditions to recover any losses Mercury may suffer from an unauthorised disclosure.</p> <p>Mercury submits that this process would be improved if each individual request for information were accompanied by a Consumer Authorisation Code that the customer would be required to give to the agent at the time of each request, as is Mercury's current process described and referred above⁷. This would save retailers considerable time and would satisfy Privacy Act obligations to verify that the request is properly authorised by our customer.</p> <p>Without the Consumer Authorisation Code, Mercury would require the agent to provide a copy of the schedule 11.6 Form of Authorisation with every request so that our operations teams could determine the validity of that authority in relation to each request. If Mercury were forced to rely on the schedule 11.6 form without a Customer Authorisation Code, we would still have concerns in relation to the reliability of electronic signatures as a form of verification⁸ as well as concerns about meeting the streamlined timeframes the Authority is proposing.</p>
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<p>Q4. Do you have any comments on the drafting of the proposed amendment?</p>	<p>Please see marked up drafting suggestions attached as Appendix B.</p>
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⁷ See paragraphs 2.4 and 3.2

⁸ See paragraph 2.4



Appendix B: Mercury's drafting suggestions further to Q4 of Technical Consultation

The marked-up text suggested below proceeds on the basis that the Electricity Authority's proposed amendments have been accepted, with further mark-up proposed:

11.32E Agents

(1) If a **consumer** authorises an agent to request information under clause 11.32B on behalf of the **consumer**, a **retailer** must deal with any request from the agent for information about the **consumer** under clause 11.32B in accordance with:

- (a) clauses 11.32EBA and 11.32ECB;
- (b) clause 11.32ED, if a request:
 - (i) includes a statement from the agent that the agent has obtained, or the request is accompanied by, a written authority from the **consumer** in the form and containing the information required by Schedule 11.6; and ~~the request~~
 - (ii) is made through the **EIEP Transfer Hub**, ~~clause 11.32ED~~; and
- (~~dc~~) the Privacy Act 1993, where applicable.

Reason for change: change proposed for clarity.

11.32EGB Requirements for agents who are participants

(1) This clause applies to each **participant** who wishes to make or who makes a request for information to a **retailer** under clause 11.32B as an agent on behalf of a **consumer**.

(2) Before making the request, the **participant** must obtain an authorisation from the **consumer** for the **participant** to request the transfer of the information to the agent on behalf of the **consumer**.

(3) The **participant** must:

- (a) retain a copy of the authorisation under subclause (2) or otherwise retain evidence that the consumer has provided the authorisation required by subclause (2); and
- (b) provide a copy of the authorisation or other evidence to the **retailer**, if requested by the **retailer**.

(4) Where a **participant** is making the request through the **EIEP Transfer Hub**, the authorisation must comply with clause 11.32ED.

Reason for change:

- This is a general statement about participants being required to have written authorisations. We consider it is more appropriate to be dealt with at the beginning of the clauses dealing with agency.
- We consider it should also cross-refer here to the requirements about written authorisations for the EIEP Transfer Hub, as there are different requirements for the EIEP Transfer Hub compared with authorisations required for requests outside the EIEP Transfer Hub.

11.32EBA Retailer actions on receipt of requests from agents not through EIEP Transfer Hub

Reason for change: this is to clarify the difference between this clause and clause 11.32ED – ie this clause applies to any requests received outside the EIEP Transfer Hub.

(1) A **retailer**, after receiving a request under clause 11.32B from an agent on behalf of a **consumer**, must:

- (a) make a decision on the request, and advise the agent of that decision, as soon as reasonably practicable and in any case not later than 5 business days after the date on which the request is made; and
- (b) provide the information requested within the timeframe required by clause 11.32B not later than 5 business days after the date on which the request is made, unless there are grounds for refusing the request under clause 11.32ECB.

Reason for change: it was unclear that the retailer must respond within the 5 business day period where they were deciding to refuse the request.



(2) If the **retailer** considers, in accordance with subclause (1), that there are grounds for refusing the request, the **retailer** must, before refusing the request:

- (a) consider whether any further information could reasonably be provided by the agent to satisfy the **retailer**; and
- (b) request any such further information from the agent, specifying the further information required in detail, not later than 5 business days after the date on which the request is made.

Reason for change: it was unclear that the retailer must request further information within the 5 business day period.

(3) Where clause 11.32EBA(2) applies, the request may include a request that the agent provide a copy of the written authority referred to in subclause (1)(a) clause 11.32EA, if not provided with the request.

Reason for change: this clause was originally located in 11.32ED, which made it seem that only requests for additional information made through the EIEP Transfer Hub could include a request to see a copy of the written authority. However, written authorisation is also required for requests submitted outside of the EIEP Transfer Hub - if written authority has not been provided at the time the request was submitted, retailers are also entitled to request a copy to verify the written authority. Therefore, this clause is more appropriate to be located within the general section on responding to requests.

(34) If further information is provided under subclause (2)(b), the **retailer** upon receiving the further information must:

- (a) make a final decision on the request, and advise the agent of that decision, as soon as reasonably practicable and in any case not later than 5 business days from the date the retailer receives the further information; and
- (b) provide the information requested within the timeframe required by clause 11.32B as calculated not later than 5 business days from the ~~time~~date the **retailer** receives the further information, unless there are grounds for refusing the request under clause 11.32ECB.

Reason for change: it was unclear that the retailer has 5 business days from receiving the further information to either decline the request or accept the request and provide the information requested.

(45) If a **retailer** decides to refuse a request, in advising the agent of that decision, the **retailer** must:

- (a) indicate which ground under clause 11.32EC(1) the retailer is relying on as the basis for the refusal; and
- (b) provide the agent with ~~the~~detailed reasons ~~(in detail)~~ for the refusal.

Reason for change: a retailer may only refuse a request on the basis of one of the grounds in clause 11.32EC(1), so this clause should be referred to here. Retailers should also indicate which ground they are relying on if they decide to refuse a request, to provide clarity for agents.

(56) If a **retailer** decides to grant a request in full, the **retailer** ~~is able~~will be deemed to meet the obligation to advise the agent of that decision under subclauses 1(a) and 34(a) by providing the information to the agent in accordance with subclauses (1)(b) and (34)(b).

Reason for change: provision of information to the agent is deemed to be the retailer advising the agent the request has been accepted (a concept being adopted from the privacy law space). This meaning was not apparent from the original drafting.

(5) The obligations in subclauses (1)(a) and (3)(a) do not detract from the obligations in subclauses (1)(b) and (3)(b), respectively.

Reason for change: we consider this clause is now covered by the suggestions above to include more references to the 5 business day timeframe. However, if this clause remains included, we consider its intention is unclear and further clarification is necessary.



11.32EB Decisions on requests

(1) A **retailer** that receives a request under clause 11.32B from an agent on behalf of a **consumer**, must grant the request and provide the information unless the retailer believes on reasonable grounds that:

- (a) ~~the retailer believes on reasonable grounds that~~ the **consumer** has not authorised the request;
- (b) ~~the retailer believes on reasonable grounds that~~ complying with the request would otherwise cause the **retailer** to breach its obligations under the Privacy Act (where it applies); ~~or~~
- (c) if the request is accompanied by a written authority in the form and containing the information required by Schedule 11.6 or the agent subsequently provides a copy of such an authority, the retailer believes on reasonable grounds that:
- ~~(i) if the request is accompanied by a written authority in the form and containing the information required by Schedule 11.6 or the agent subsequently provides a copy of such an authority, any of the information required by Schedule 11.6 is incorrect in a material way, such that the retailer cannot be satisfied of the matters in subparagraphs (a) or (b) above or is unable to identify the consumer the request relates to; or~~
- ~~(ii) in any other situation, the retailer is unable to identify the consumer the request relates to.~~

Reason for change:

- We considered this clause was slightly repetitive, so changes are proposed to make this clause simpler and easier to read.
- We also considered there was no benefit in distinguishing between the retailer being unable to identify the consumer in the written authorisation compared with any other situation.

(2) A **retailer** may not refuse a request under clause 11.32B from an agent on behalf of a **consumer** where that request has not been received through the EIEP Transfer Hub on the basis that the request or any authorisation relating to the request is not in a particular form.

Reason for change: we considered this clause was confusing, as there are requirements around requests and authorisations when submitting a request through the EIEP Transfer Hub. This change is to make it clear that where an agent is requesting outside of the EIEP Transfer Hub, a retailer may not refuse a request on the basis of form as there are no requirements around authorisation forms or the form on which the request is being made.

~~11.32EC Requirements for agents who are participants~~

- ~~(1) This clause applies to each participant who wishes to make or who makes a request for information to a retailer under clause 11.32B as an agent on behalf of a consumer,~~
- ~~(2) Before making the request, the participant must obtain an authorisation from the consumer for the participant to request the transfer of the information to the agent on behalf of the consumer,~~
- ~~(3) The participant must:~~
 - ~~(a) retain a copy of the authorisation under subclause (2) or otherwise retain evidence that the consumer has provided the authorisation required by subclause (2); and~~
 - ~~(b) provide a copy of the authorisation or other evidence to the retailer, if requested by the retailer.~~

11.32ED Additional requirements on retailers for authorisations in prescribed form and requests received through the EIEP Transfer Hub

Reason for change: this is to clarify the difference between this clause and clause 11.32EA – ie this clause applies to requests received through the EIEP Transfer Hub.

(1) This clause applies where an agent requests information from a **retailer** on behalf of a **consumer** under clause 11.32B through the EIEP Transfer Hub.

(2) Any request submitted by an agent must either:

(a) subject to clause 11.32EE, either:

- (i) the request includes a statement from the agent that the agent has obtained a written authority from the consumer in the form and containing the information required by Schedule 11.6 (being an authority that remains in force at the date the request is made to the retailer); or
- (ii) the agent separately accompanied by provides a written authority in the form and containing the information required by Schedule 11.6 or a copy of such a written authority (being an authority that remains in force at the date the request is made to the retailer); and



~~(b) the request is made through the **EIEP Transfer Hub**.~~

Reason for change: we considered it was unclear that this clause only applied to requests through the EIEP Transfer Hub. The changes proposed are to make this clear and to make the clause easier to understand.

~~(3) (1) Each written authority, for the purposes of clause 11.32ED(2), must include or be accompanied by:~~
~~(a) if the **consumer** is an individual (being a natural person), an **electronic signature** or physical signature of the **consumer** or of a person on behalf of the **consumer** (in which case, evidence of that person's authority to sign on behalf of the **consumer** is required) or other evidence that the consumer has approved the authority; or~~
~~(b) if the consumer is not an individual (not being a natural person), an electronic signature or physical signature of an authorised representative of the **consumer** or other evidence that the **consumer** has approved the authority.~~

~~(24) Each **electronic signature**, for the purposes of subclause (43), must meet the requirements of sections 226 and 228 of the Contract and Commercial Law Act 2017.~~

Reason for change: we considered there was a disconnect when this clause was addressed separately below and thought it was more appropriate to be dealt with closer to the clauses dealing with written authority.

~~(25) If this clause applies:~~
~~(a) the **retailer** must use all reasonable endeavours to take the steps in clauses 11.32EB(1), ~~(a) and~~ 11.32EB(2) ~~and~~ 11.32EB(3), as applicable, within 2 **business days** ~~of the later of~~ **instead of 5 business days**:~~
~~(i) receiving the request; or~~
~~(ii) receiving a copy of a written authority under subparagraph (1)(a)(ii); and~~
~~(b) where clause 11.32EA(3) applies, the **retailer** must use all reasonable endeavours, within 2 business days of receiving further information from the agent, to take the steps in clause 11.32EA(3)(a).~~

Reason for change: we considered this clause was unclear so have proposed some alternative wording. This change also relies on the insertion of references to "5 business days" in clauses 11.32EB(1) – (3) above.

~~(3) Where clause 11.32EA(2) applies, the request may include a request that the agent provide a copy of the written authority referred to in subclause (1)(a), if not provided with the request.~~
~~(46) If a request is made through the **EIEP Transfer Hub**, but the **retailer** believes on reasonable grounds that the request does not meet the requirements of any **EIEP**, subclauses ~~(25) and~~ ~~(3) does~~ not apply ~~but, for the avoidance of doubt, and~~ the **retailer** **only needs to comply with the 5 business day timeframe** ~~must still comply with clauses 11.32B, 11.32EB and 11.32EC.~~~~

Reason for change: we considered this clause was unclear, if the only change was that the timeframe for response changed from 2 business days to 5 business days.

11.32EE Requirements for written authorities under Schedule 11.6

~~(1) Each written authority, for the purposes of clause 11.32ED, must include or be accompanied by:~~
~~(a) if the **consumer** is an individual (being a natural person), an **electronic signature** or physical signature of the **consumer** or of a person on behalf of the **consumer** (in which case, evidence of that person's authority to sign on behalf of the **consumer** is required) or other evidence that the consumer has approved the authority; or~~
~~(b) if the consumer is not an individual (not being a natural person), an electronic signature or physical signature of an authorised representative of the **consumer** or other evidence that the **consumer** has approved the authority.~~

~~(2) Each **electronic signature**, for the purposes of subclause (1), must meet the requirements of sections 226 and 228 of the Contract and Commercial Law Act 2017.~~

11.32EEF Revocation of authority

(1) If a **retailer** receives notification from a **consumer** that the **consumer** has revoked an authority, the **retailer** must notify the agent within 2 **business days** **of receiving the notification** that the authority is revoked.



(2) If an agent that is a **participant** receives notification from a **consumer** that the **consumer** has revoked the agent's authority, the agent must notify the **retailer** within 2 **business days** [of receiving the notification](#) that the authority is revoked.

Reason for change: wording added for clarity.

