

Proposal for consultation

29 October 2020

Consumer care guidelines



To replace the current:

- Guideline on arrangements to assist Vulnerable Consumers
- Guideline on arrangements to assist Medically Dependent Consumers
- Addendum to the Medically Dependent Consumer guidelines, and the Vulnerable Consumer guidelines





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The consumer care guidance package

The consumer care guidance package comprises, and should be read in conjunction with, the following documents, all of which are available on the Electricity Authority's web site

- Consumer care guidelines
- Practice Note #1 Disclosure information
- Health Practitioner Notice (Parts A and B) (existing)

Further Practice Notes may be developed over time.



Explanatory note

Context and scope

- i. These consumer care guidelines ('guidelines') replace the 'Guideline on arrangements to assist vulnerable consumers' (version 2.1) and the 'Guideline on arrangements to assist medically dependent consumers' (version 2.1).
- ii. The purpose of these guidelines is to achieve the intended outcomes described in Part 1.
- iii. These guidelines contain recommendations, based on industry consensus, to retailers engaging with customers. Specific recommendations are included for when retailers engage with customers who are or may be medically dependent or have a consumer usually resident at their premises who is or may be medically dependent.
- iv. These guidelines are part of a wider consumer care guidance package, which also includes:
 - Supporting documents: practice notes, consumer factsheets, a form to apply for medically dependent status (HP notice)
 - A refreshed engagement accord between retailers and support agencies, social agencies and health agencies.Appendix A lists all documents that form the consumer care guidance package.
- v. These guidelines do not form part of the Electricity Industry Participation Code 2010 (Code) but should be read in conjunction with the Code. Where these guidelines refer to a 'Part' this refers to a Part in these guidelines, unless specified as a reference to the Code. If a Code update occurs that creates a conflict with these guidelines, the Code takes precedence.

Definitions and interpretation

- vi. Words and phrases have the meaning given to them in the glossary of these guidelines, or if not defined in the glossary, the meaning given to them in the Code or the Electricity Industry Act 2010. The reader's attention is drawn to the following key interpretations:
 - These guidelines apply to retailers, and to distributors that directly invoice their customers, where 'retailer' and 'distributor' are as defined by the Electricity Industry Act 2010,¹ for the supply of electricity and/or the provision of distribution services used fully or partly for domestic purposes. To aid readability, these guidelines use the term 'retailer' to mean 'retailer' and 'distributor that directly invoices its customers'.
 - These guidelines distinguish between 'customers' (persons who have a contract with a retailer for the supply of electricity and/or provision of distribution services used fully or partly for domestic uses) and 'consumers' (end users of electricity and distribution services used fully or partly for domestic purposes).
- vii. Appendix B contains a glossary of key terms used in these guidelines.

Alignment with these guidelines

- viii. Alignment with these guidelines is voluntary. To support innovation in retail supply, the guidelines aim to prescribe specific actions only where necessary to create minimum safeguards for consumers.
- ix. Retailers can align with the guidelines by adopting the recommended actions and/or demonstrating that their chosen alternative actions achieve the purpose and outcomes in Part 1.
- x. Retailers are encouraged to use learning loops to self-assess alignment with the guidelines and to focus on continual improvement to exceed minimum safeguards for consumers.

¹ Refer to section 5 of the Electricity Industry Act 2010.

Part 1: Purpose

1. This Part aims to ensure the purpose of the consumer care guidance package, including these guidelines, is clear.

Purpose and overarching principles

2. The purpose of the consumer care guidance package is to support:
 - a. retailers to adopt behaviours and processes that foster positive relationships with domestic consumers
 - b. retailers to help domestic consumers maximise their potential to access and afford a constant electricity supply suitable for their needs
 - c. retailers to help domestic consumers minimise harm caused by insufficient access to electricity, or by payment difficulties.
3. To achieve this purpose, and to support competition and innovation, and an improved flow of information on retailer alignment and outcomes achieved, the consumer care guidance package is designed under the following **three overarching principles**:



Intended outcomes and contributing actions

4. For each of the three overarching principles, the consumer care guidance package aims for **intended outcomes**, achieved via a retailer's **contributing actions** as detailed below. These outcomes hold across a customer's entire journey with a retailer.

A Respect and constructive engagement underpin the consumer experience

- a. Customers, and consumers usually resident at a customer's premises, are treated with care and respect in every interaction with retailers.
 - i. Consumers interacting with retailers receive a minimum standard of treatment regardless of the retailer and regardless of whether they are a customer of the retailer
- b. Customers facing difficulties paying for electricity supply or distribution services are supported.
- c. Retailers explore alternatives to disconnection and only use disconnection as a last resort measure (other than for MDCs—see next point), and only in relation to a customer's undisputed debt over electricity supply or the provision of distribution services.
- d. MDCs are not to be disconnected for non-payment of debt.

B**Retailers have a right to be paid and competition and innovation are supported:**

- a. Retailers are paid for electricity supplied and/or distribution services provided.
- b. Retailers operate on a level playing field, where all competitors align with these guidelines.
- c. These guidelines do not place undue costs or constraints on retailers that limit competition or innovation.
- d. Retailers have clear, predictable, consistent and effective processes and interfaces to use when engaging with support/social agencies and health agencies about matters covered by these guidelines.

C**Transparency enables outcomes to be measured and informs continuous improvement:**

- a. Mechanisms are in place to encourage retailer alignment with these guidelines.
- b. Consumer outcomes are measurable.
- c. Retailer alignment with the guidelines is measurable.
- d. The Authority collects sufficient information from retailers to measure their alignment with the guidelines, measure outcomes, and inform further improvements to the consumer care guidance package.

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Part 2: Retailers to publish a consumer care policy

5. This Part makes recommendations to retailers concerning a consumer care policy.

Minimum recommended actions

6. Retailers should publish a consumer care policy, which:
- a. explains the arrangements they have in place or are putting in place, and the actions they are undertaking, to achieve:
 - i. the recommendations in these guidelines – for all consumers
 - ii. the recommendations in these guidelines – specific to MDCs
 - iii. the consumer outcomes in Part 1
 - b. commits the retailer to working with its customers in a respectful, collaborative and constructive manner, recognising the contribution of electricity supply to the wellbeing of consumers
 - c. commits the retailer to timely, clear, and accessible communications with customers and any consumers the retailer interacts with who are not a customer of the retailer, with the retailer adapting its communications based on its customers' needs
 - d. commits the retailer to:
 - i. seeking customer agreement for referrals to support/social agencies should the customer experience payment difficulties
 - ii. allowing customers reasonable time to receive assistance from support/social agencies without incurring a financial penalty from the retailer
 - iii. working with support/social agencies and health agencies cooperatively, constructively, and in a timely manner
 - iv. aligning their practices with any protocols agreed between retailers and support/social agencies or health agencies, within 6 months of those protocols being published on the Authority's website
 - e. commits the retailer to ensuring that all customers have access to the support offered in accordance with these guidelines in a way that avoids disparate outcomes arising from such things as differences in language, ethnicity, educational achievement, culture, gender, physical and intellectual ability, health, income, wealth, and with transparent support options (e.g., payment plans)
 - f. provides information on all fees and bonds charged by the retailer and relating to circumstances covered by Parts 3-8 of these guidelines
 - g. commits to disclosing information in accordance with Part 10, which enables monitoring the extent to which retailers' arrangements achieve:
 - i. alignment with the recommendations in these guidelines
 - ii. the consumer outcomes in Part 1
 - h. is consistent with these guidelines.
7. Retailers should include the following statements, or phrases with the same meaning, in their consumer care policy:
- a. [We, Retailer] recognise that electricity supply makes an essential contribution to you and your whanau's wellbeing
 - b. [We, Retailer] want to make sure:
 - i. you're treated with care and respect in every interaction with us

- ii. we communicate with you in a timely and clear fashion
 - iii. you have every opportunity to be on the best pricing plan to meet your needs
 - iv. we understand your situation and are proactive in offering assistance
 - v. we work with you in a collaborative and constructive manner to solve problems
 - vi. we work with you to resolve payment difficulties and with your permission, can link you to one or more support agencies or social agencies to assist you
 - vii. your electricity remains connected if at all possible
 - viii. we learn from our experiences to continually improve our support processes.
- c. To help you make decisions about which pricing plan suits you, we can tell you about your electricity consumption.²
8. Retailers should create a clearly marked area on their customer-facing website that:
- a. informs customers, and consumers, of the existence of their consumer care policy and confirms the consumer care policy's alignment with these guidelines
 - b. either sets out their consumer care policy or provides a link to their consumer care policy document
 - c. confirms which role in their organisation holds responsibility for the retailer's alignment with these guidelines' intended outcomes in Part 1.
 - d. includes mention of and, as applicable, hyperlinks to / phone numbers for:
 - i. the Authority's webpage on the consumer care guidance package
 - ii. one or more reputable providers of budgeting advice services (one of which must be funded by the Ministry of Social Development) and one or more providers of advice on the efficient use of electricity
 - iii. the information that is required to be provided under clause 11.32A of the Code about the dispute resolution scheme identified under Part 4 of the Electricity Industry Act 2010.
9. Retailers should include the following statements, or phrases with the same meaning, in their written communications (whether via an email, letter, web application or other method of written communication) with customers who are in payment arrears:
- a. [We, Retailer] have a consumer care policy.
 - b. You can find the information online here [include hyperlink].
10. Retailers should include the following statements or phrases with the same meaning in their first oral communications on particular issues with customers who are in payment arrears (and use reasonable efforts to do so in follow-up oral communications):
- a. [We, Retailer] have a consumer care policy: we want to make sure:
 - i. your electricity remains connected as much as is possible.
 - ii. you have every opportunity to be on the best pricing plan to meet your needs
 - b. We'll work with you to resolve payment arrears and with your consent we can link you to one or more support or social agency to assist you.
11. Retailers should review and update their consumer care policy at least every two years.

² Noting the Code 11.32 (A) contains the right for consumers to access consumption data.



Part 3: Information and records relating to consumer care

12. This Part makes recommendations to retailers concerning information and records on customers and in relation to consumer care.

Minimum recommended actions

13. Retailers should have and use processes and systems to request and record information on customers' communication and invoicing preferences:
- a. For communication preferences:
 - i. a customer's two preferred communication channels available from the retailer
 - ii. if a customer has a condition or disability that means some communication methods are not suitable
 - iii. if a customer has a fixed or mobile internet connection and an email address and/or is willing to use an application or messaging service (specify which)
 - iv. if a customer nominates a support person to engage with the retailer on the customer's behalf, the support person's contact details and preferred communication channels
 - v. if a customer nominates an alternate contact person, the alternate contact person's contact details and preferred communication channels.
 - b. For invoicing preferences:
 - i. a customer's preferred invoicing frequency, where the retailer offers to invoice customers other than monthly
 - ii. a customer's preferred means of receiving their invoice.
14. Retailers should have and use processes and systems to record information on:
- a. whether payment arrears are current or have happened in the past
 - b. contextual information offered by a customer regarding anticipated or current payment difficulties, or reasons for anticipated or current payment difficulties (so a customer would not have to repeat the information)
 - c. contextual information offered by a customer on why they perceive themselves to be at increased risk of harm if disconnection were to occur.
15. The information collected under paragraphs 13 and 14 should be recorded in the retailer's customer relationship management system.
16. Retailers should ensure:
- a. they maintain their customers' privacy (comply with the Privacy Act 2020)
 - b. the information collected in accordance with this Part (or a marker which flags that one or more of the factors in paragraphs 13 and 14 apply) should be readily accessible in a retailer's customer relationship management system
 - c. their sales and customer service representatives are aware the above information is held, where it is held and know to check for this information
 - d. their sales and customer service representatives know to ask the customer about whether this information remains current when engaging with the customer or at the start of engagements initiated by the customer, if there has been a period of more than three months since the retailer's most recent engagement with the customer
 - e. customer records should be able to prove (if reviewed externally) how, over a customer's journey with a retailer, the retailer has acted to meet the intent of these guidelines.

Part 4: When a customer signs up or is denied a contract

17. This Part makes recommendations to retailers to take specific actions when a customer is signed up or a person enquiring with a retailer is denied a contract.

Minimum recommended actions

For all customers

18. Retailers should work with each prospective customer to ensure a customer receives the retailer's electricity offering that best meets the customer's needs or, as appropriate, the needs of one or more consumers usually resident at the customer's premises.
19. Before a new customer has signed up to a new pricing plan, retailers should ensure the customer is aware of the range of electricity pricing plans and payment plans the retailer offers (e.g., smooth pay, fortnightly, pre-pay) and seek to help the customer understand what might work best for them.
20. Retailers should ensure new customers understand and agree to:
- the retailer's terms and conditions
 - the retailer contacting the customer's alternate contact person (where provided):
 - should the customer not respond to a query from the retailer within the period specified by the customer
 - should the customer request the retailer liaise with the alternate contact person rather than the customer.
21. Retailers should advise new customers of the existence of the retailer's consumer care policy and the retailer's commitment that support will be offered if the customer faces payment difficulties.
22. Retailers hesitating to enter a customer contract with any person enquiring with the retailer because of the person's poor credit record should carefully consider all relevant information, including whether the person is in good faith liaising with and actioning the advice or assistance received from a support/social agency.
23. Retailers that decide not to enter a customer contract with any person enquiring with the retailer should:
- provide the person with information about:
 - the types of payment plans that may suit the person better than those offered by the retailer
 - one or more pricing plan comparison websites that provide information on alternative retailers active within the persons geographic area
 - the reason the retailer has decided not to enter a customer contract with the person, and actions the person could take to reduce the likelihood of this happening again (e.g., clearing a credit record).
 - if the person says they are struggling to find a retailer, refer the consumer to a support/social agency (e.g., one or more reputable budgeting advice agencies—one of which must be funded by the Ministry of Social Development).

For post-pay customers

24. If a new post-pay customer nominates a support person or an alternate contact person, retailers should seek the person's agreement to act in that capacity.
25. Retailers should advise each new post-pay customer of the process that will be followed if an electricity invoice is not paid when due and the customer does not engage with the retailer.

For pre-pay customers

26. Retailers should confirm with any new pre-pay customers provided with a prepayment meter that the customer understands:
 - a. disconnection will occur at any time after the credit for the meter expires
 - b. the warnings the customer will receive prior to the credit for the meter expiring, noting these differ from the notices for post-pay customers set out in Part 7
 - c. how to purchase additional or emergency credit for the prepayment meter.

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Part 5: Business-as-usual account management

27. This Part makes recommendations to retailers to take specific actions during business-as-usual account management.

Minimum recommended actions

For all customers

28. Recognising that customers' situations can and often do change over time, retailers should, at least annually, interact with each of their customers and:
- mention that the customer can request access to consumption data
 - if a customer's energy use is reducing materially, enquire whether the customer is doing so due to concerns about payment difficulties, and if so, take this into account when advising of lower cost pricing plans offered by the retailer
 - advise the customer of the existence of the retailer's consumer care policy
 - confirm the information recorded in accordance with Part 3 remains current.
29. Before a customer changes pricing plan, retailers should:
- ensure the customer is aware of the range of electricity supply and distribution service plans and payment plans the retailer offers (e.g., smooth pay, fortnightly, pre-pay) and seek to help the customer understand what might work best for them
 - make the customer aware if the retailer is aware of a payment plan not offered by the retailer, but offered by a different retailer, that might suit the customer's circumstances better.

For post-pay customers

30. Retailers should use actual meter readings for invoicing if these are available.
31. Retailers should help customers better understand their electricity invoices by adopting the invoicing provisions set out in the Authority's 'Voluntary good contracting principles and minimum terms and conditions for domestic contracts'³ and by also clearly showing on each invoice:
- the full amount owing, broken down into the amount owing for the current invoicing period and any overdue amounts owing
 - the due date(s) for payment of the invoice and how and where the invoice may be paid, and the different payment options available
 - if bundled goods/services have been received by the customer, the amounts owing for each good/service.

For pre-pay customers

32. Retailers should, if a customer has a prepayment meter installed and subject to communications allowing, provide at least 24 hours' notice to the customer of any low credit balance.

³ Refer to the document 'Final Principles and Minimum Terms and Conditions for Domestic Contracts for Delivered Electricity (Interposed)', available on the Authority's website at <https://www.ea.govt.nz/assets/dms-assets/17/17876Principles-and-minimum-terms-and-conditions-for-domestic-contracts-for-delivered-electricity-Interp.PDF>.

Part 6: When payment difficulties are anticipated or arise

33. This Part makes recommendations to retailers to take specific actions when a customer anticipates payment difficulties, is having payment difficulties and/or is in payment arrears.

Minimum recommended actions

For all customers

34. Retailers should ensure their representatives engaging with customers about invoicing or debt collection are trained to recognise signs of pending or actual payment difficulties and empowered to provide effective assistance to all customers who are facing payment difficulties, to avoid the build-up of customer debt to the retailer.
35. Retailers should have efficient processes for interacting with customers regarding non-payment.
36. Retailers use learning loops to better serve customers by using data on a customer's account history to understand where targeted assistance could be effective in avoiding payment arrears.
37. A retailer may progress a customer in debt to "Part 7: Progressing to disconnection for non-payment of electricity invoices and reconnection" where:
- the retailer reasonably suspects that the customer is fraudulently using electricity and has reasonable evidence to support this belief, or
 - a customer, in the reasonable opinion of the retailer, is failing to respond to the three attempts to discuss account management specified in paragraph 40 or 42 below (provided the retailer, at a minimum, follows the approach to contacting the customer recommended in paragraph 13), or
 - a customer, in the reasonable opinion of the retailer, is not engaging with a support or social agency within five business days of being referred to the agency, or
 - the retailer has taken all the steps above but the retailer's invoices to the customer remain unpaid.

For post-pay customers

38. For customers on a monthly invoice cycle, retailers should follow the process set out below when a customer has missed a payment, with each step occurring on or after the number of calendar days from the invoice date:
- Day 1: Invoice issued, allowing a minimum of 14 days for payment.
- Day 15: Invoice overdue. If payment has not been made, a late payment notice may be issued to the customer as soon as payment is overdue.
- Day 22: If payment has not been made, nor contact made by the customer, retailers should contact the customer using the customer's preferred communication method to discuss the customer's situation and payment options.
- This timing allows three days for receipt of late payment notice and four days for a response. At or after Day 22 the retailer should make at least three separate attempts to contact the customer via both the customer's preferred communication channel and their alternate contact (if provided under Part 3). The contact attempts should be at different times of the day and be spread over a 10-day period. Leaving a voicemail message is not a completed contact if other contact methods are available.
39. For customers on a non-monthly invoice cycle, the timing of each step may be proportionally altered to align with the above step durations.

40. Retailers should, for a customer not on a payment plan, who is in payment arrears and/or is having payment difficulties:
- a. clearly communicate its willingness to engage with the customer to resolve the payment issue by finding a suitable payment plan
 - b. encourage the customer to engage with the retailer over resolving the payment issues
 - c. confirm the situation is not yet at the disconnection stage and the steps that the retailer will go through to assist the customer in making payments and/or paying any debt for the supply of electricity or the provision of distribution services
 - d. remind the customer they may nominate a support person or an alternate contact person, and if the customer nominates one or both, record these persons in accordance with Part 3 and use these contact persons as requested by the customer
 - e. provide the customer with information to improve energy efficiency at their premises and/or inform the customer of where they can obtain advice or information on the efficient use of electricity
 - f. offer, and if the customer agrees, advise on changes that could be made to the customer's consumption profile (e.g., more off-peak electricity use) or to the metering configuration or installation at the customer's premises (e.g., enabling load control) that would reduce the customer's electricity invoice amounts
 - g. advise the customer of up to three relevant pricing plans the retailer offers which, based on the customer's average consumption over the past 12 months, would result in a lower delivered cost of electricity or of distribution services, stating clearly which is the lowest cost option for the customer taking into consideration the customer's circumstances (e.g., the customer may not be in a position to receive a discount from paying online)
 - h. make sure the customer is aware of budgeting and electricity efficiency advice available from reputable support agencies or social agencies and offer to refer the customer to these agencies as appropriate, ensuring one of the budgeting advice agencies is funded by the Ministry of Social Development. If the customer agrees, make the referral(s) and note this on the customer's relationship management records. Pause the repayment process for 14 days if a referral is made
 - i. offer and discuss payment plans that appear suitable to the customer's circumstances, including payment plans that:
 - i. offer the best way for the customer to pay off any debt owed to the retailer while accommodating the customer's expected ongoing electricity use
 - ii. help avoid the customer falling into debt with the retailer
 - j. as a final step and subject to the customer's agreement, refer the customer to Work and Income or a support agency likely to help the customer pay their electricity supply debt.
41. Retailers that offer bundled goods/services should, for a customer not on a payment plan and who is in payment arrears and/or is having payment difficulties, explain to the customer how part payments are being cleared against bundled components of an invoice that cover multiple goods/services provided. Retailers should allow customers to elect to have part payments clear debt related to electricity supply or distribution services first.
42. Retailers should, for each customer on a payment plan:
- a. not unilaterally change the customer's payment plan
 - b. monitor the customer's debt repayments and electricity usage at a frequency appropriate to the payment plan (e.g., fortnightly monitoring if the payment plan consists of fortnightly payments), and contact the customer if their usage changes to the extent that the payment plan may no longer be appropriate
 - c. communicate with the customer every three months to see how the customer is managing the payment plan. If the customer indicates they are having payment difficulties (e.g., taking payday loans to meet payments):
 - i. offer to have a conversation with the customer about what the customer can afford and review the payment plan

- ii. ask for the customer's agreement so the retailer can refer the customer to reputable support agencies or social agencies offering budgeting⁴ and electricity efficiency advice.
- 43. Retailers should, within five business days, contact a customer who falls behind in their repayments (being prepared to justify to the customer either why the contact was immediate or why a delay occurred in the contact⁵), and:
 - a. offer to have a conversation with the customer about what the customer can afford and review the payment plan
 - b. ask for the customer's agreement to the retailer referring the customer to reputable support agencies or social agencies offering budgeting⁶ and electricity efficiency advice.

For pre-pay customers

- 44. Retailers should monitor the frequency and duration of disconnections for customers with prepayment meters.
- 45. Retailers should liaise with customers whose usage is abnormally low, or whose prepayment meters frequently (on average one day in seven) run out of credit, and offer a referral to a support or social agency, with the aim of ensuring the customer will be able to more consistently maintain their electricity supply.

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⁴ Noting the retailer is to ensure one of the referred budgeting advice agencies is funded by the Ministry of Social Development.

⁵ Customers' expectations about when the retailer should contact them will vary. Retailers may need to explain to a customer the reason for contacting the customer at that time.

⁶ Noting the retailer is to ensure one of the referred budgeting advice agencies is funded by the Ministry of Social Development.



Part 7: Progressing to disconnection for non-payment of electricity invoices and reconnection

46. This Part makes recommendations to retailers to take specific actions prior to, at, and following disconnection of customers for non-payment of electricity invoices:
 - a. to notify post-pay customers with debt relating to electricity supply or distribution services about planned disconnection
 - b. for disconnection and reconnection of post-pay and pre-pay customers.
47. This Part is relevant to all disconnections carried out for non-payment of electricity invoices regardless of the disconnection method.

Minimum recommended actions

The process for notifying post-pay customers of disconnection for non-payment of electricity invoices and carrying out disconnection

48. Retailers should ensure disconnection of a post-pay customer for non-payment of one or more electricity invoices is a last resort measure.
49. Retailers should ensure they have followed the recommendations set out in Part 6 before carrying out the recommended actions in this Part 7.
50. Retailers should commence the notification process for disconnecting a post-pay customer's premises for non-payment of an electricity invoice only if:
 - a. the retailer has the contractual right to disconnect the premises; and
 - b. the retailer has taken all reasonable actions to ensure the customer has exhausted or refused, without good reason, all relevant assistance in paying the debt set out in Part 6; and
 - c. the customer has not entered into a payment arrangement that, over time, reduces the customer's debt; and
 - d. the retailer has taken all reasonable actions to ensure the customer, or any consumer usually resident at the customer's premises, is not, or may not be, an MDC.
51. Retailers should commence the notification process for disconnecting a post-pay customer's premises for non-payment of an estimated invoice only if, in the retailer's reasonable opinion, the estimated reading is a reasonable estimation of actual consumption and at least one of the following applies:
 - a. a meter reading is not available due to fraud, vandalism, or an issue with the metering installation
 - b. the retailer cannot obtain a meter reading without breaching the Health and Safety at Work Act 2015 or causing another person to breach the Health and Safety at Work Act 2015
 - c. the customer does not give the retailer, or the retailer's agent, access to a metering installation for the purpose of obtaining a meter reading or carrying out a metering installation repair, replacement or certification over a 40 business day period and despite at least three attempts by the retailer to obtain access, and the retailer does not accept a meter reading provided by the customer because:
 - iii. the meter reading does not lie within an acceptable range compared with the expected pattern, previous pattern, or trend of consumption
 - iv. the meter reading does not relate to that customer
 - v. the customer does not provide sufficient information to enable the retailer to identify the meter

- vi. the customer supplies a non-half-hour meter reading when the retailer requires half-hourly meter readings.
52. Retailers should, before disconnecting a post-pay customer's premises for non-payment of an electricity invoice:
 - a. make at least five attempts to contact and inform the customer before disconnection, with at least three attempts through the customer's preferred communication channel and a further two attempts through other communication channels, which must include the customer's support person / alternate contact person (where provided)
 - b. provide to the customer in person (e.g., a representative visiting the premises or a courier letter requiring a signature on receipt) a notice of disconnection at least 34 calendar days after the invoice was issued and at least 10 days prior to disconnection
 - c. provide the customer with a final notice of disconnection at least 44 calendar days after the invoice was issued and not less than 24 hours or more than seven days before disconnection.
53. For customers on a non-monthly invoice cycle, the timing of each step in paragraph 52 may be proportionally altered to align with the above step durations.
54. Each retailer should, before disconnecting uncontracted premises (being premises to which the retailer is supplying electricity or is providing distribution services but for which the retailer does not have, or, as far as the retailer is aware, no other retailer has, a contract with a customer) where electricity consumption at the premises indicates a domestic consumer is in residence:
 - a. confirm the premises is not being switched to another retailer (with a switch date effective at the start of the consumer's occupancy)
 - b. make at least three attempts to contact and inform the consumer, before disconnection, over a seven day period
 - c. upon becoming aware of consumption at the premises, issue to the consumer at the premises a notice informing the consumer they must contract with a retailer (the retailer may wish to provide a joining pack to the consumer alongside the notice)
 - d. at least seven days after the retailer becomes aware of electricity consumption at the premises, re-issue the above notice to the consumer at the premises (the retailer may wish to provide another joining pack to the consumer alongside the notice)
 - e. provide to the consumer at the premises in person (e.g., a representative visiting the premises or a courier letter requiring a signature on receipt) a notice of disconnection at least seven days after the retailer becomes aware of consumption at the premises
 - f. provide the consumer at the premises with a final notice of disconnection at least 14 days after the retailer becoming aware of consumption at the premises and not less than 24 hours or more than seven days before disconnection.
55. Retailers should provide a final notice of disconnection to a post-pay customer, or the consumer(s) at any uncontracted premises only after making all reasonable attempts to determine that no MDC or potential MDC usually resides at the premises to be disconnected and, despite sending a notice of disconnection:
 - a. has not received payment from the customer or consumer, or any other person, for an electricity invoice, or
 - b. has not agreed a payment plan with the customer or consumer and is not currently in a live process/dialogue regarding a payment plan solution.
56. If there is more than one consumer at any uncontracted premises, the retailer may seek to make contact under the above paragraphs with the consumer whom the retailer reasonably considers controls the premises.
57. Retailers should re-issue a final notice of disconnection to a post-pay customer if the retailer did not disconnect the premises within the timeframe set out in the final notice of disconnection.
58. Retailers should ensure that any notice of disconnection for non-payment, and any final notice of disconnection for non-payment, aims to engage the post-pay customer (or consumer for uncontracted premises) to resolve the payment issue by containing at least the following information:

- a. the contact details necessary for payment of some, or all, of the debt
- b. payment options available (e.g., smoothed payments, redirection of income)
- c. details of the retailer's dispute resolution process and the contact details of Utilities Disputes
- d. details of all the charges, fees and penalties that must be paid if disconnection and reconnection occur, in addition to charges for electricity supply and/or the provision of distribution services
- e. the contact details of Work and Income or other support or social agencies that can help the customer or consumer to pay their electricity invoice
- f. the contact details for one or more reputable budgeting advice agencies (one of which must be funded by the Ministry of Social Development)
- g. where to obtain information on applying to have MDC status and a summary of what it means to be an MDC.

When disconnection should not occur

59. Retailers should not disconnect a post-pay customer's premises or uncontracted premises either in-person or remotely, if any of the following apply:
- a. the process set out in this Part 7 has not been followed
 - b. at least one MDC usually resides at the premises (see Part 8)
 - c. the disconnection is to be carried out at a time that would endanger the wellbeing of the customer or any consumer at the premises (e.g., just before nightfall), or if it would be unreasonably difficult for the customer or consumer to seek rapid reconnection (e.g., after midday on the day before a weekend or public holiday, at night, during a public holiday, during severe weather events, or during a civil emergency)
 - d. the retailer has not ensured the customer or consumer (in respect of uncontracted premises) received and understood both the notifications of disconnection and the outcome of not responding to the retailer's contact attempts, by:
 - i. sending a representative to the premises when it is being disconnected, or
 - ii. using another method to prove the customer or consumer received and understood the notifications of disconnection
 - e. in the case of remote disconnection of the premises, the electricity meter or disconnection device to be used cannot safely disconnect and reconnect the premises
 - f. the debt does not relate to electricity supply or the provision of distribution services (e.g., it relates to telephone or broadband)
 - g. all the following apply:
 - iii. the customer disputes the charges and is engaging with the retailer's internal dispute resolution process and/or Utilities Disputes
 - iv. the dispute is unresolved
 - v. the customer has paid all other charges and parts of any charges that are not disputed (noting the retailer should credit any part-payment to a customer's non-disputed debt first).
60. Retailers should, immediately prior to disconnecting a post-pay customer's premises or any uncontracted premises, attempt to contact the customer or the consumer (in respect of uncontracted premises), so the customer or consumer has an opportunity to turn off appliances prior to disconnection that could be problematic when reconnected (e.g., ovens or heaters).
61. Retailers should ensure any of their representatives who visit a post-pay customer's premises or uncontracted premises for the purpose of making a disconnection:
- a. make a reasonable effort to contact any customer or consumer at the premises (unless there is a health and safety risk to the representative or the customer or consumer)
 - b. advise the customer or consumer at the premises to contact the retailer, including if necessary, information relevant to the customer's or consumer's situation to enable this (e.g., how the customer or consumer can contact the retailer if the customer or consumer has no phone or internet)

- c. ascertain and reasonably consider whether there are any reasons why the disconnection should be put on hold (e.g., there is, or may be, an MDC at the premises or there is a dispute in progress between the customer and the retailer).
62. A retailer should authorise the remote disconnection of uncontracted premises where there is no indication of a domestic consumer being in residence only if:
- a. the retailer has no supply contract with a customer for the premises and
 - b. the meter or disconnection device can safely disconnect and reconnect the premises.

The process for reconnection of post-pay customers:

63. Retailers that disconnect premises should reconnect those premises as soon as possible and at no cost, if:
- a. the disconnection was inadvertent
 - b. the disconnection of the premises (whether intentional or not) has disconnected an MDC or a person who has made an MDC application.
64. Retailers should restore the electricity supply of a post-pay customer disconnected for non-payment of debt as soon as reasonably practicable after the customer has satisfied the (reasonable) requirements for reconnection.
65. Should a retailer disconnect a post-pay customer for non-payment of debt, the retailer should:
- a. continue to be responsive if the customer contacts the retailer seeking further assistance and information on reconnection
 - b. if the customer is not reconnected within five business days, contact the customer to see how they are living without power and to revisit support options available to the customer.
66. A retailer should not authorise or carry out remote reconnection of a post-pay customer's premises unless a representative of the retailer has undertaken a safety inspection with the customer's consent or the customer has provided the retailer with the necessary information to enable the retailer to determine that it is safe to do so (e.g., ovens and heaters are turned off).
67. Following the reconnection of post-pay customers who are disconnected for non-payment of debt, retailers should:
- a. undertake the recommended actions in Part 6
 - b. monitor the customer's debt repayments to understand trends, issues and opportunities for the customer's credit position with the retailer to be improved.

The process for disconnection of pre-pay customers:

68. If a retailer has met the expectations of these guidelines, a disconnection resulting from a prepayment meter running out of credit is not considered a disconnection for non-payment. This is because the customer has understood and accepted the risks associated with being on a prepayment meter where disconnection will occur if the prepayment meter runs out of credit.
69. Retailers should ensure disconnection by a prepayment meter running out of credit occurs only when:
- a. the prepayment meter allows a disconnection. Prepayment meters should be programmed so that disconnection occurs only at a time:
 - i. that does not endanger the wellbeing of the customer or any consumer at the premises (e.g., just before nightfall); and
 - ii. at which it would be reasonably easy for the customer to seek rapid reconnection (e.g., not after midday on the day before a weekend or public holiday, not at night, not during a public holiday, not during severe weather events, not during a civil emergency); and
 - b. the prepayment meter or disconnection device can safely disconnect and reconnect the premises; and
 - c. the debt relates to the supply of electricity or the provision of distribution services (it does not, for example, relate to telephone or broadband); and

- d. both the following apply:
 - i. the customer has not disputed the charges through the retailer's internal dispute resolution process and/or Utilities Disputes
 - ii. if the customer has disputed the charges, the customer has not paid all other charges and parts of any charges that are not disputed (noting the retailer should credit any part-payment to a customer's non-disputed debt related to electricity supply or distribution services first).
70. Retailers should ensure their service level agreements with metering equipment providers require the metering equipment provider to identify and report self-disconnection of advanced metering infrastructure prepayment meters.

The process for reconnection of pre-pay customers:

71. Retailers should ensure that reconnection of a prepayment meter occurs as soon as reasonably practicable after the customer has purchased credit.

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Part 8: Additional recommendations for medically dependent consumers

72. This Part makes recommendations to retailers to take specific actions when supplying domestic premises where medically dependent consumers usually reside.
73. These recommendations are additional to the recommendations set out in each of the preceding Parts of these guidelines.
74. This Part aims to ensure MDCs are identified and recorded as early as practicable, and to ensure MDCs are not disconnected for non-payment of an electricity invoice regardless of whether the non-payment is through fraudulent activity.

Minimum recommended actions

Information and records relating to consumer care

75. Retailers should have and use processes and systems to request and record sufficient information on MDCs to ensure, as far as practicable, that no premises at which an MDC usually resides are disconnected for reasons of non-payment of a debt to the retailer, in particular:
 - a. Information on whether a customer or a consumer usually resident at the customer's premises:
 - i. is potentially medically dependent
 - ii. is verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice.⁷
 - b. If a customer or a consumer usually resident at the customer's premises is or could be an MDC, the retailer should collect the following information:
 - i. the name of the actual/potential MDC
 - ii. the name of the actual/potential MDC's GP, and/or
 - iii. the name of the health practitioner with an appropriate scope of practice who has verified the customer or consumer as medically dependent by completing a valid HP Notice
 - iv. the date on which the valid HP Notice was issued, and any review or termination date contained in the HP Notice.
76. Retailers should have and use processes and systems to request and record information on MDCs' communication and invoicing preferences:
 - a. For communication preferences:
 - i. an MDC's two preferred communication channels available from the retailer
 - ii. if an MDC has a condition or disability that means some communication methods are not suitable
 - iii. if an MDC has a fixed or mobile internet connection and an email address and/or is willing to use an application or messaging service (specify which)
 - iv. if an MDC nominates a support person to engage with the retailer on the MDC's behalf, the support person's contact details and preferred communication channels
 - v. if an MDC nominates an alternate contact person to act as a back-up should the retailer be unable to reach the MDC, the alternate contact person's contact details and preferred communication channels.

⁷ As that term is defined in section 5 of the Health Practitioners Competence Assurance Act 2003.

77. Where a potential MDC or an MDC has nominated:
- a. an alternate contact, the retailer should initially make contact with the MDC / potential MDC via the alternate contact, and only revert to contacting the MDC / potential MDC directly if the retailer cannot contact them via the alternate contact
 - b. a support person, the retailer should contact the MDC / potential MDC directly.

When a customer signs up or is denied a contract

78. Retailers should:
- a. seek to ensure customers understand and agree to the obligation if created via the retailer's terms and conditions to inform the retailer if the customer, or a consumer usually resident at the customer's premises, is an MDC
 - b. have a process to confirm MDCs are verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice.
79. If a customer or a consumer usually resident at the customer's premises is an MDC, retailers should advise the customer that the supply of electricity cannot be guaranteed and that the MDC needs to develop an individual emergency response plan to use during any electricity outages.
80. Retailers should not proactively recommend a prepayment meter to a customer if the customer, or a consumer usually resident at the customer's premises, is an MDC.
81. Retailers may agree to install a prepayment meter at the premises of an MDC, if requested to do so by the customer at the premises. This is to avoid discriminating against MDCs wanting prepayment meters. However, the retailer should suggest the MDC first discusses the prepayment meter option with their health practitioner.
82. If a prepayment meter is installed at premises where an MDC usually resides, the retailer should ensure the MDC understands the risk of there being no electricity supply if the meter runs out of credit.

Business-as-usual account management

83. Retailers should use reasonable endeavours to ensure:
- a. their service level agreements with distributors require the distributor to:
 - i. coordinate with retailers if MDCs are affected by a planned electricity outage or disconnection
 - ii. not vary the time or date of a planned electricity outage or disconnection without conferring with the retailers whose MDC customers are affected.
 - b. their service level agreements with metering equipment providers require the metering equipment provider to:
 - i. not disconnect a retailer's customer without the express consent of the retailer
 - ii. not vary the time or date of a consented disconnection.
84. Retailers should make all reasonable efforts to contact as soon as practicable a customer, or a consumer usually resident at a customer's premises, who the retailer believes could be an MDC, to obtain an application, in any form, for MDC status from the customer or the consumer.
85. Retailers should, upon receipt of an application for MDC status from a customer or a consumer usually resident at the customer's premises:
- a. confirm the retailer is responsible for supplying electricity or providing distribution services to the premises
 - b. if the retailer is responsible for supplying electricity or providing distribution services to the premises:
 - i. ask for the MDC applicant's consent to record and hold relevant information relating to the MDC application and to advise the relevant electricity distributor and MEP of relevant information (since these parties can disconnect the MDC applicant's premises)

- ii. put in its records the application for MDC status
 - iii. confirm that the MDC applicant is usually resident at the premises
 - iv. ask the MDC applicant for a valid HP Notice if one has not been provided with the application for MDC status
 - v. where applicable, confirm the validity of the HP Notice held by the MDC applicant
 - vi. if the MDC applicant's consent has been given, advise the relevant distributor and MEP of the application at the time of receipt and at the time of approval, using standard New Zealand electricity industry protocols.
86. Retailers should, if they are not responsible under the Code for the premises an MDC applicant usually resides at:
- a. make reasonable attempts to determine who the current retailer is for the premises and advise the MDC applicant of the retailer's name and contact details
 - b. encourage the MDC applicant to contact the appropriate retailer as soon as practicable.
87. Retailers should explain to an MDC applicant that the MDC applicant and retailer each pay their own costs associated with the MDC applicant gaining MDC status.
88. Retailers should, if an MDC applicant does not provide a valid HP Notice verifying MDC status, after a period of at least 40 business days:
- a. request the valid HP Notice from the DHB, private hospital, GP or health practitioner the MDC applicant says provided the HP Notice, if the MDC applicant has provided appropriate consent and contact details
 - b. if the MDC applicant has not provided appropriate consent or contact details, advise the MDC applicant they should obtain the valid HP Notice from the relevant health practitioner that issued the HP Notice as soon as practicable.
89. Retailers should advise MDC applicants who do not agree to the retailer recording and holding information relevant to the application and/or HP Notice, or if a valid HP notice is not provided within the time frame set out in paragraph 88:
- a. that the retailer may not treat the MDC applicant as an MDC / potential MDC
 - b. that the MDC applicant should, as soon as practicable, inform the relevant health practitioner that the retailer may not treat the MDC applicant as an MDC / potential MDC.
90. Retailers should, if the HP Notice for a customer, or a consumer usually resident at the customer's premises, is not current or is potentially invalid, have and follow a process to review and confirm the MDC status of the customer or consumer.
91. Retailers may choose to confirm the validity of a HP Notice verifying a customer or a consumer usually resident at the customer's premises as medically dependent, but no more frequently than once every 12 months. Where a retailer wishes to confirm or reconsider the MDC status of a customer, or a consumer usually resident at a customer's premises, the retailer should reimburse the customer or consumer for the reasonable costs incurred if the retailer confirms the customer's or consumer's MDC status.
92. Retailers may, at their discretion and subject to the customer's agreement, allocate the status of MDC to a customer who may be medically dependent or to the customer's premises if a consumer usually resides there who may be medically dependent. The retailer's view may be based on information gathered under these guidelines, provided by an MDC applicant, the customer, a consumer usually resident at the customer's premises, or a third party.
93. Retailers that do not agree an MDC applicant is medically dependent should inform the MDC applicant of the retailer's view and:
- a. advise the MDC applicant of the dispute process the MDC applicant may follow, including:
 - i. making a complaint to the retailer through the retailer's dispute resolution process
 - ii. making a complaint to Utilities Disputes if the MDC applicant considers its dispute remains unresolved following the conclusion of the retailer's dispute resolution process

- b. if a complaint is made, treat the premises where the MDC applicant usually resides as housing an MDC for at least the duration of the dispute concerning the MDC applicant's status as an MDC.
94. Retailers should advise an MDC applicant that their application has not been approved if, within a period of at least 40 business days, the MDC applicant does not respond to queries from the retailer sent via the agreed method of communication between the retailer and the MDC applicant.

No disconnection for reasons of non-payment regardless of fraudulent activity

95. Retailers should:
- c. make all reasonable efforts to confirm whether an MDC or potential MDC is usually resident at a customer's premises which the retailer intends to disconnect; and
 - d. not disconnect a post-pay customer's premises for non-payment of debt regardless of whether the non-payment is through fraudulent activity, if an MDC or potential MDC is usually resident at the premises, including where the customer or a consumer usually resident at the premises:
 - i. has been confirmed as medically dependent by the retailer
 - ii. has applied to the retailer for MDC status.
96. Distributors undertaking a disconnection in an emergency should proceed with the disconnection only if:
- a. no persons are at the premises, or the distributor receives no response to its reasonable attempts to contact persons at the premises during the distributor's onsite visit
 - b. the distributor has advised any MDCs at the premises of the reason for the disconnection and has advised any such MDCs to enact their individual emergency response plan.

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Part 9: Fees and bonds

97. This Part makes recommendations to retailers concerning fees, bonds and setting them so that they reflect reasonable costs.
98. In the context of these guidelines, a fee is a charge that a retailer places on a customer for a specific electricity offering other than the electricity supplied or the distribution services provided to the customer. Examples include a break fee for a fixed term contract, or an administrative fee at disconnection or reconnection. A conditional discount is also treated as a fee (e.g., a prompt payment discount, or a discount for payment via direct debit or paperless transactions), because the customers who do not meet the conditions for the discount pay a higher amount for the electricity supplied or distribution services provided.
99. A bond is an upfront payment of a lump sum to provide security to retailers. In the case of non-payment by a customer, a retailer may use that customer's bond to recover debt.
100. These guidelines do not restate the fees-related recommendations set out in the Authority's '*Voluntary good contracting principles and minimum terms and conditions for domestic contracts*'.⁸

Minimum recommended actions

101. Retailers should, in their consumer care policy, provide information on all fees and bonds charged.
102. Retailers should ensure that:
- fees are charged only for goods or services used by a customer that are additional to the supply of electricity or the provision of distribution services
 - before using a good or service that is additional to the supply of electricity or the provision of distribution services, the customer understands the amount of the fee
 - if a retailer determines a fee by a particular method or calculation (such as a fee calculated by reference to an hourly rate), this is explained in advance, and included in the retailer's consumer care policy
 - any fees set via a method or calculation should include a stated maximum limit
103. Retailers should ensure all fees charged under this Part are reasonable, taking into account the following
- a fee should only be charged to those customers who are the recipient of a specific good or service that is additional to the supply of electricity or the provision of distribution services, and not to other customers
 - all fees should bear a proper relation to the cost of providing the good or service and should not exceed the cost of providing the good or service
 - a fee that cross-subsidises the provision of other goods or services or other customers should be avoided. The fee should not be used to offset the cost of future recipients of the good or service, or to attempt to recover any deficit that may have arisen because of previous under-recovery.
104. Where a fee charged to a customer is over 20% of an average invoice during the past 12 billing cycles, the retailer should consider allowing the customer to spread the fee over at least five billing cycles.
105. Retailers should consider the Commerce Commission's guidance on unfair contract terms, including regarding break fees, under the Fair Trading Act 1986. Retailers must also ensure that they do not, through the use of break fees or any other fees, breach the provisions of the Code which prohibit save and win-back approaches (clauses 11.15AA, 11.15AB and 11.15AC of the Code).

⁸ Refer to paragraph 5.4 of the document '*Final Principles and Minimum Terms and Conditions for Domestic Contracts for Delivered Electricity (Interposed)*', available on the Authority's website at <https://www.ea.govt.nz/assets/dms-assets/17/17876Principles-and-minimum-terms-and-conditions-for-domestic-contracts-for-delivered-electricity-Interp.PDF>.

106. A bond should be set at a level that is reasonable taking into account a customer's expected invoice amount for a billing cycle.
107. A bond should usually be refunded after 12 months of the customer paying all invoices on time. If the 12-month period is extended, a reason should be provided to the customer.

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Part 10: Information disclosure and monitoring

108. This Part makes recommendations to retailers concerning information disclosure to enable better monitoring of alignment and outcomes.

109. The purpose of this information disclosure is to give the Authority and interested parties sufficient information to assess retailers' alignment with the guidelines' recommendations and intended outcomes.

110. Information provided to the Authority under this Part should be in the format and using the method set out in the document titled 'Practice Note #1: Information Disclosure'.

Recommended actions:

Information delivery to the Electricity Authority

111. Retailers should, by no later than the due dates noted below, deliver to the Authority the recommended information, in the format and using the method advised by the Authority from time to time.

112. The guidelines recommend delivery to the Authority of the information set out below. This information should be complete and accurate at the time of delivery.

113. The Authority may:

- a. query a retailer on the accuracy of the information received from the retailer; and
- b. publish information in a singular or aggregated form, as set out below, any of the information received from retailers.

114. Retailers should refer to the "consumer care information disclosure practice note" for details of the information to be provided.

Consumer care policy

115. Commencing with the period 1 July 2021 to 30 June 2022, each retailer should provide to the Authority by 31 July for the preceding 12-month period ending 30 June the consumer care policies in effect during the 12-month period under review, clearly identifying which is the most recent in instances where more than one were in effect.

116. The Authority will publish:

- a. each retailer's consumer care policy; and
- b. the names of those retailers that did, or did not provide a copy of their consumer care policies.

Initial alignment plan

117. Retailers should, by no later than 31 July 2021, provide an 'alignment plan' to the Authority that sets out how and when the retailer plans to align its processes and practices with these guidelines.

118. The Authority may publish:

- a. each retailer's alignment plan; and
- b. the names of those retailers that did, or did not provide a copy of their alignment plan

Annual alignment statement

119. Commencing with the period 1 July 2021 to 30 June 2022, each retailer should provide to the Authority by 31 July for the preceding 12-month period ending 30 June a consumer care annual alignment statement, signed by the Chief Executive Officer (or an equivalent), that either:

- a. confirms alignment with the guidelines during the past 12 months, and whether alignment has been achieved by following the guidelines' recommendations, or by taking alternative actions which achieve the intended outcomes set out in Part 1; and
 - b. describes the extent to which alignment with the guidelines has been achieved, and where alignment has not been achieved explains the reason for this and describes a plan and a commitment to achieve alignment; and
120. The Authority may assess alignment of each retailer's annual alignment statement with the guidelines' recommendations and customer outcomes and publish:
- i. each retailer's annual alignment statement; and
 - ii. the names of those retailers that did, or did not provide these documents; and
 - iii. a review of each retailer's annual alignment statement or a review of retailers' annual alignment statements in aggregate.

Quarterly monitoring information

121. Commencing with the period 1 July 2021 to 30 September 2021, each retailer should provide to the Authority by no later than the end of each month following each quarter of each year, quarterly monitoring information in the format set out in the "consumer care information disclosure practice note".
122. Information provided should be complete and accurate, and revised where subsequent inaccuracy is determined.
123. The Authority may:
- a. assess alignment of each retailer's quarterly monitoring information with its consumer care policies and annual alignment statement; and
 - b. publish:
 - i. the names of those retailers that did not provide monitoring information; and
 - ii. a review of all retailer's monitoring information in aggregate.

○ **Ref PN 1: Information Disclosure.**

Appendix A The consumer care guidance package

Replacement guidelines as a part of a wider package

124. In recognition of the wider ecosystem into which the guidelines will fit, stakeholder feedback has led the Authority to develop a proposed package that we are calling the **consumer care guidance package**.
125. The guidelines are just one component of this broader package. While some components of the consumer care guidance package, when developed in 2021, will be aimed at other stakeholders, the guidelines themselves are designed to guide retailers.⁹

Consumer care guidance package contents



The Guidelines (for retailers)

- Part 1: Purpose statement
- Parts 2-9: Recommended actions
- Part 10: Information disclosure and monitoring
- Appendices – Glossary and additional information



Practice Notes (for retailers)

- **PN #1** Disclosure information, which includes
 - information to be provided to the Authority
 - template for annual alignment statement and format for quarterly disclosure
 - how to upload information to the Authority



Supporting documents (for all parties)

- Health Practitioner Notice (Parts A and B) (existing document retained)



Factsheets (for consumers and support agencies)

- Consumer Factsheets – by the Authority for consumers: in English (and other languages?)
- Consumer Easy Guide (simplified version for less literate)
- Guide to the consumer care guidance package for support agencies

Next steps

126. There are a number of peripheral activities that are related to the guidelines, that will be carried out once the guidelines are in place. These are as follows
- a. Review of the Authority's 'Voluntary good contracting principles and minimum terms and conditions for domestic contracts'
 - b. Review and alignment with these guidelines of an Individual Emergency Response Plan template
 - c. Review and alignment with these guidelines of the HP notice template
 - d. Provision of guidance to health practitioners in relation to the HP Notice

⁹ For further detail, refer to the explanatory note for these guidelines. Note these guidelines use the term 'retailer' to mean 'retailer' and 'distributor that directly invoices its customers'—refer also to the explanatory note for these guidelines.

- e. Facilitation of standardised interfaces between retailers and support agencies and social agencies
- f. Facilitation of a retailer and social agency review of the “*Protocol between electricity retailers and social agencies*”, including alignment of the protocol with these guidelines.

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Appendix B Glossary

alternate contact person means any person who has been authorised by a customer, or an MDC who usually resides at a customer's premises, to operate as an alternate contact person if a retailer is unable to contact the customer, MDC or the support person for the customer or MDC. The alternate contact person must be independent of the retailer that contracts with the customer. An alternate contact person may also be a support person. An alternate contact person could be a family member, friend, or a social agency.

Authority means the Electricity Authority, being the Crown entity established under section 12 of the Electricity Industry Act 2010 to promote competition in, reliable supply by, and the efficient operation of, the electricity industry for the long-term benefit of consumers.

Code means the Electricity Industry Participation Code 2010.

customer means a person who has entered into a contract with a retailer for the supply of electricity, other than for resupply, and/or the provision of distribution services, where the electricity supplied to the customer's premises is used fully or partly for domestic uses.

consumer means an end user of electricity and distribution services used fully or partly for domestic purposes.

DHB means a district health board.

disconnection means electrical disconnection under the Code.

distribution services means the conveyance of electricity on lines, as defined in the Electricity Industry Act 2010, by a distributor.

distributor has the meaning given to it in section 5 of the Electricity Industry Act 2010.

GP means general practitioner.

health agency refers to the Ministry of Health and any DHB, private hospital, GP or health practitioner with an appropriate scope of practice as that term is defined in section 5 of the Health Practitioners Competence Assurance Act 2003.

health practitioner or **HP** means a person who is, or is deemed to be, registered with an authority as a practitioner of a particular health profession, provided the authority is a body corporate appointed, by or under the Health Practitioners Competence Assurance Act 2003, as the body that is, in accordance with the Health Practitioners Competence Assurance Act, responsible for the registration and oversight of practitioners of a particular health profession.

HP Notice means a notice completed by a health practitioner with an appropriate scope of practice, as that term is defined in section 5 of the Health Practitioners Competence Assurance Act 2003, which verifies that a person is a medically dependent consumer. The standard form of HP Notice is available on the Authority's web site.

individual emergency response plan (IERP) means a plan an MDC has in place to respond to any electricity outage. Such a plan will be particular to the MDC, and may range from ensuring that a stand-by battery is always fully charged, to relocating to a friend's or family member's premises which has electricity at that point in time, or even calling an ambulance to be taken to hospital.

An MDC's support person(s) included in the IERP should be aware of this and have their contact details included in the IERP.

An IERP template is available on the Authority's website. The Ministry of Health has also provided the IERP template to DHBs so that medical staff can advise MDCs on completing the IERP at the time when the MDC is given the medical or other electrical equipment needed for critical medical support.

medically dependent consumer (MDC) means a consumer, whether a customer of a retailer or a consumer usually resident at a customer's premises, who depends on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity could be for use of medical or other electrical equipment needed to support the treatment regime (e.g., a microwave to heat fluids for renal dialysis).

reconnection means electrical connection under the Code.

support agency means a non-government agency that offers assistance to low income consumers or consumers facing payment difficulties, including in relation to budgeting, financial assistance, energy efficiency, and counselling.

support person means any person authorised by a customer, or an MDC who usually resides at a customer's premises, to assist the customer with any issues related to the customer's electricity supply or use of distribution services, provided any support person is independent of the retailer contracting with the customer. The support person's role may, for instance, be to communicate with the customer or MDC to ensure the customer or MDC fully understands a communication from the retailer or to provide assistance to the customer or MDC to prevent the customer being disconnected. A support person may also be an alternate contact person.

social agency means a government agency with a statutory function or role to assist low income consumers or consumers facing payment difficulties.

post pay refers to a pricing plan where the retailer charges the customer for electricity consumed after the customer has consumed electricity.

prepay refers to a pricing plan that requires a prepayment meter and is where the customer pays the retailer for electricity to be consumed, before the customer consumes it.

prepayment meter is an electricity meter, or a system integrated with an electricity meter, that normally operates in an automated prepayment mode, and effects a disconnection when the customer's pre-paid credit expires. This definition does not include pay-ahead pricing plans, which are pricing plans for which a regular contribution is paid to a retailer by the customer, with the retailer managing 'unders and overs'. Although an excessive negative credit balance may ultimately result in the customer being disconnected, the decision to disconnect is a decision that must be made by the retailer (rather than automatically occurring via the electricity meter).

retailer has the meaning given to it in section 5 of the Electricity Industry Act 2010.