

# Consumer Care guidelines consultation: template for feedback

This template aims to guide the structure of responses on the consultation on the proposed guidelines

- Please add extra lines as needed for your responses
- Where feedback relates to specific clauses, please reference the clauses
- For all responses, please explain what changes you suggest (if any), and why.

## Overarching questions

1. Do you agree with the structure of the guidelines?

Part	Clause	Feedback
Overarching	n/a	No comment.

2. Do you agree with the change in focus from ‘vulnerability’ to ‘consumer care’ applying to all domestic customers, and the reasoning behind this change?

Part	Clause	Feedback
Overarching	n/a	Yes, “vulnerability” comes in many forms and is not always visible, or not admitted to. Given how essential energy is to consumers, it is appropriate to have consumer care guidelines that apply to all.

3. Do you have thoughts on the concept of these guidelines sitting within a wider consumer care guidance package?

Part	Clause	Feedback
Overarching	n/a	No comment.

## Questions on the Explanatory Note

4. Do you agree with the inclusion of an Explanatory Note? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
Explanatory Note	n/a	No comment.

5. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
Explanatory Note		No comment.

## Questions on Part 1: Purpose

6. We have not included a (sub) purpose statement specific to each Part, at the start of every Part. It could be possible to group parts and provide a purpose statement for each (e.g. Parts 2&3, Parts 4-7, then separately for each of Parts 8, 9 and 10). Do you think we should, and if so, why?



Part	Clause	Feedback
1	n/a	No comment.

7. Do you agree with the purpose statement, the overarching principles or the intended outcomes?

Part	Clause	Feedback
1	Purpose	No comment.
1	Principles	No comment.
1	Outcomes	No comment.

8. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
+1		No comment.
1		No comment.

### Questions on Part 2: Retailers to publish a consumer care policy

9. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
2	n/a	No comment.

10. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
2	6e	Consider adding "age" to the list of differences.
2	7bvii	Consider making the wording here consistent with 10.a.i

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### Questions on Part 3: Information and records relating to consumer care

11. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
3	n/a	No comment.

12. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
3	13a	Consider including questions about the customer's preferred language (an interpreter might be preferred) and comfort levels reading documents (literacy). This will ensure retailers are catering to these needs as well.
3		

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

13. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
4	n/a	No comment.

14. Should further assistance be available (within these guidelines) for retailers, for when they are engaging with a customer that they are declining supply? Should further matters for a retailer to consider be included?

Part	Clause	Feedback
4	n/a	<p>Yes, we agree with the recommendation in Cl 22 and support any further elaboration of this point. We often hear stories from consumers who have been turned away due to poor credit, despite the consumer trying to negotiate a contract in good faith (sometimes offering a bond). In some cases, consumers say the retailer told them “there was nothing they could do if the customer failed the credit check”.</p> <p>It is understandable that retailers will develop their own policies regarding acceptable customer credit thresholds, but retailers should be encouraged to assist those customers (that they are declining supply for) as much as possible.</p> <p>Whilst credit records can predict future repayment behaviour, poor scores can sometimes result from historical financial pressures or other life events which are no longer impacting that customer. In these cases, credit scores may not have recovered enough to reflect a customer’s current financial situation.</p> <p>Retailers should be encouraged to consider each request for supply on a case by case basis, using credit score as part of the consideration rather than allowing it to determine the outcome of the request.</p>

15. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
4	23b	If the retailer decides not to take on the customer due to bad credit, and refers the person to a budgeting advice agency, the retailer should indicate if they are willing to reconsider supplying the customer after they engage with the agency (as per the consideration in Cl.22).
4		

## Questions on Part 5: Business-as-usual account management

16. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
5	31c	Secondary retailers are retailers under s5 of the Electricity Act. An investigation of secondary retailer business models could form part of a future project., but as it stands this Part is not broad enough to encompass the business models some secondary providers have. For example, some secondary retailers provide a range of goods/services totally unrelated to electricity supply (e.g. rubbish collections, grounds maintenance) and bundle the costs as periodic fee or levy. Customers have been disconnected where they dispute any part of the levy, even where they stipulate the dispute does not relate to the electricity supply/cost).

Part	Clause	Feedback
		It is probably beyond the scope of the guidelines to stipulate that each good/service received must be separated out, where these do not relate to the supply of electricity. However, we suggest 31c could be added to, to read: "if bundled goods/services have been received by the customer, the amounts owing for each good/service that relates to the supply of electricity, including related administration costs".

17. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
5		No comment.
5		

### Questions on Part 6: When payment difficulties are anticipated or arise

18. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
6	n/a	No comment.

19. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
6	38	What is the basis for allowing 3 days for receipt of late payment notice? NZ Post says it aims to deliver 95% of standard items within 3 <b>working</b> days of posting, which is a different standard. Deliveries are 3 times a week in many places too. At least 4 or 5 days for receipt of notices would be more realistic.

### Questions on Part 7: Progressing to disconnection for non-payment of invoices and reconnection

20. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
7	n/a	No comment.

21. Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
7	50b	See comment about cl. 61.
	51a	"an issue with the metering installation" is very vague, especially when one considers it is in the same category as the specific criminal actions of "fraud" and "vandalism". Unless this can be made more specific, "an issue with the metering installation" should be removed from this clause.
	52b	Retailers might ask what they need to do if they cannot fulfil this requirement. For example, if nobody is home to receive the courier's letter, and the courier leaves a "card to call" would this satisfy the requirement?

Part	Clause	Feedback
	52c	We suggest adding the underlined wording to this requirement: “provide the customer with a final notice of disconnection, <u>using the customer’s preferred communication method</u> , at least 44 calendar days...”
	54b	We suggest changing “consumer” to “occupier”, or “consumer at premises”.
7	59d	Cl. i is potentially inconsistent with cl. ii, (it is also inconsistent with cl. 54e) especially when they are phrased as alternatives (“or”). There is a much higher onus in cl. ii. There still needs to be evidence in both alternatives to prove the customer or consumer received and understood the notification of disconnection. Under cl. i if a representative calls at the premises when there is no-one at home, then no notice has been given, let alone understood. It is suggested a sentence is added to say that where the representative is not able to speak to the occupier then a notice should be left at the premises in a place the occupier can reasonably be expected to see it.
7	59f	We suggest this clause is strengthened, to read: “the debt does not relate solely to electricity supply or distribution services...” (see comment about cl. 31c above)
7	61b	We suggest a sentence could be added along the lines of: “Where a customer makes contact with a retailer at any point before disconnection, the retailer should actively work with the customer to avoid disconnection occurring, even if the customer has failed to act on prior attempts by the retailer to engage the customer”.  This is suggested because disconnection is a last resort, so even where a customer has failed to engage previously, even an ‘eleventh-hour’ willingness to engage is still a valid opportunity to work with the customer.
7	61c	We suggest another example be added in the parenthesis: “or where the customer provides reasonable evidence to show they are making genuine efforts to arrange payment of the debt”
7	65b	Five days is a long time for a consumer to go without power. We suggest changing this to require retailers to start contacting customers immediately after disconnection (one business day after disconnection) to revisit support options.

## Questions on Part 8: Additional recommendations for medically dependent consumers

22. Should we include a Part making additional recommendations specific to MDCs? Or, should we have recommendations relating to MDCs throughout Parts 4-7?

Part	Clause	Feedback
8		We believe a separate section for MDC’s in appropriate.

23. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
8		No comment.

24. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
8	77a	It is not clear why the alternative contact person is to be contacted before or instead of the customer. This is also inconsistent with the glossary in Appendix B, which specifically says an alternative contact person is for when a retailer is unable to contact a customer.
	79	We suggest requiring retailers offer to assist MDCs develop their emergency response plan.
	83a	We sometimes encounter scenarios where both the retailer and the distributor think it is the other's responsibility to accommodate for MDCs during planned outages (e.g. who pays to provide a generator, or even help them acquire one at the consumer's cost).  Could these guidelines suggest that retailers must form an agreement with distributors about which party is responsible for ensuring the MDC has power supplied (or at least has a viable plan for finding supply) during planned outages?
8	85 b vi	Where the retailer is a secondary retailer, the primary retailer should also be advised.

### Questions on Part 9: Bonds and Fees

25. Do you agree with the explanation of what a fee is?

Part	Clause	Feedback
9	n/a	We suggest alternative wording: <i>In the context of these guidelines, a "fee" is any charge from a retailer to consumer, for something other than the supply of electricity.</i>

26. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
9	n/a	No comment.

27. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
	101	Is this required even if the retailer has published their fees and bonds in their pricing schedule elsewhere on its website? If so, consider adding "even if the retailer has published them elsewhere on its website" to the sentence.
9		The may not belong in these guidelines and may be more appropriately considered in another project, but there should be a provision which says that where a customer is in credit with a losing retailer, then that retailer should ensure the customer is refunded their credit within 30 days (could put a minimum limit, e.g. if credit amount is more than \$5).  We have considered cases where losing retailers have retained sizeable credit amounts when a customer has switched, on the basis it is up to the customer to request their own money back. A failure to receive that request should not be treated as a 'windfall' by the retailer.
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### Questions on Part 10: Information disclosure and monitoring

28. Do you agree in general with the recommendations in this Part? If yes, please tell us if the meaning is clear?

Part	Clause	Feedback
10	n/a	No comment.

29. Do you have feedback on the drafting of specific clauses in this Part? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
10		No comment.
10		

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### Questions on Monitoring alignment and outcomes

30. Do you agree with the monitoring process that the Authority intends to follow?

Part	Clause	Feedback
Monitoring	n/a	No comment.

31. Do you agree with the process set out for monitoring consumer complaints? Do you suggest alternative wording? Or is there any superfluous or missing text?

Part	Clause	Feedback
Monitoring	n/a	No comment.
Monitoring	n/a	

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### Questions on implementation

32. Do you agree with a 30 June 2021 implementation date for the proposed guidelines? If you disagree please provide reasons and the date that you would propose.

Part	Clause	Feedback
Implementation	n/a	No comment.

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### Questions on the indicative impact assessment

33. Do you agree with the type of benefits identified?

Part	Clause	Feedback
Impact	n/a	No comment.

34. Are there benefits missing?

Part	Clause	Feedback
Impact	n/a	No comment.

35. Do you propose alternative methods to estimate the size of any particular benefit, or a different estimated magnitude?

Part	Clause	Feedback
Impact	n/a	No comment.

36. Do you agree with the type of costs identified?

Part	Clause	Feedback
Impact	n/a	No comment.

37. Are there costs missing?

Part	Clause	Feedback
Impact	n/a	No comment.

38. Do you propose alternative methods to estimate the size of any particular cost, or a different estimated magnitude?

Part	Clause	Feedback
Impact	n/a	No comment.

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