

26 November 2020

James Tipping
Chief Strategy Officer
Electricity Authority

James,

Thanks for the opportunity to be part of the consultation process and the ability to provide a submission capturing our thoughts on the proposed Consumer Care guidelines.

In addition to our submission we would like to make the following comments;

- We acknowledge that the Electricity Authority has provided an explanation as to why the proposed guidelines are not aligned with the EPR recommendations and timeline, however we want to express our disappointment at this stage, that adherence to the proposed guidelines is only deemed to be voluntary. We wish it to be noted that the proposed guidelines do not include minimum standards, which was recommended by the EPR. Our preference is for minimum standards to be included in the guidelines.
- We are not supportive of allowing each Retailer to develop a separate Customer Care policy. For consistency and application we would prefer that a model framework and template is provided for Retailers to adopt. We expect the template to include a glossary of terms which is also adopted universally by all Retailers.
- We appreciate that the Authority has committed to developing the provisions of Part 10 - Information Disclosure and Monitoring, however we would prefer to see additional information and disclosure requirements in the first release of the Consumer Care guidelines.
- We are not supportive of a self-assessment process to ascertain alignment with Customer Care guidelines. If an audit process is not an option, then perhaps a survey of support agencies and/or people in conjunction with the Retailer's self-assessment would be more effective.
- We would like to see an on-line feedback capability on the Authority's website for the provision of adherence to the guidelines. This should be deemed as a means of reporting non-adherence to the guidelines and would trigger investigation by the Authority.
- We are supportive of the Ministry of Health creating a database of holders of CEME. Our preference is for medical practitioners', hospitals and other health service providers to facilitate the recording of those deemed Medically Dependant and provision of the HP notice to Retailers rather than the onus being on the consumer.
- Although well written, there are parts in the document where there appears to be inconsistent use of language. In particular we noted this in Part 6 and Part 9.
- For these guidelines to be more effective than the current guidelines, there needs to be more awareness and robust training for all who are involved in front line customer service. This includes Retailers as well as support agencies and/or support personnel.
- In our experience we have found that Retailer's do not always have contractual agreements with MEP's for the provision of data and services. This lack of contractual agreements impedes the Retailer's ability to comply with some requirements of the guidelines, in particular some clauses of Part 6. Our intention is not for these clauses to be removed but for Retailers to ensure that their arrangements with MEP's are sufficient to meet the requirements of the document.

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- There is no mention in the document in relation to customers who are declared bankrupt. We have seen cases where a Customer has been denied a contract because of this and are unable to have an account in their name. In situations where the bankrupt person lives alone there is no option for how the person is to secure an electricity supply.
- More emphasis on prepay is required. There needs to be more transparency on fees charged and deducted. Currently transaction reports only provide details of variable and fixed energy related charges there is no details of fees deducted or ability to identify the total value of fees in given period.

We anticipate a need for further workshops and/or discussion before the guidelines are presented to the Electricity Authority board in February 2021. We wish to continue to be part of any ongoing discussion to effect change.

Yours sincerely and kind regards



Liz Kilduff & Janette Sprott
Anglican Care

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	Yes

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, we agree with the change in focus from 'Vulnerable' to 'Consumer Care'. We are especially supportive of this change as the need for Consumer Care is more wide reaching than the current way in which Retailers interpret the guidelines and classify a Customer as Vulnerable. To date we have not found any client that we would regard as vulnerable classified by their Retailer as Vulnerable.

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	We believe that Retailers should all be using the same framework and template when developing Consumer care policies. We also believe that Retailers should align terminology by ensuring that the glossary and definitions are defined in a document included in the consumer care guidance package.

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	Yes, we agree with the principal of the Explanatory Note however we would like to see additional information added to the Explanatory Note.

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		The following suggestions are made to ensure that all parties are clear on the intention and that adherence to the Consumer Care guidelines can and may be monitored by both participants and non-participants ie Budget Advisors, Support Agencies, Advocates etc. In regard to the glossary we will be making recommendations on additional words, phrases and terminology that should be added to the glossary to avoid misinterpretation. Clause



Part	Clause	Feedback
		viii we strongly suggest that 'Alignment with these guidelines is voluntary, however the Authority strongly recommends alignment.

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	Parts 4-7 proactive as opposed to reactive. Stop being the ambulance at the bottom of the cliff!!!

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

Part	Clause	Feedback
1	Purpose	Yes, with the suggested changes below.
1	Principles	Yes, with the suggested changes below.
1	Outcomes	Yes, with the suggested changes below.

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	2	We would like to see the wording in 2 changed to 'guide' rather than 'support' ie the purpose of the consumer care guidance package is to guide retailers to ;
1	3	To achieve this purpose, and to allow competition and innovation,
		Overarching principle 'B' remove Competition and innovation are supported. Create overarching principle 'D' Guidelines are intended not to inhibit competition and innovation.
1	4A (b)	Customers, when requesting supply or when facing difficulties paying for electricity supply or distribution services are offered the most fit for purpose product to meet the consumers' needs. Product needs to be added to the glossary. Product should be defined as both payment products and/or pricing products.

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	Yes, in principle we agree with the recommendations in this Part, however we have some proposed updates to the wording and also want to see the inclusion of Advocates here and in the glossary.

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	6	Add Advocates where support/social agencies are mentioned.
2	7b (iii)	You are on the best pricing plan to reflect the electricity needs of your household.

Part	Clause	Feedback
2	7b(vi)	Add Advocates where support/social agencies are mentioned.
2	7c	To help you make decisions about which pricing plan suits you will offer pricing plans relative to your electricity consumption and household needs.
2	9b	Retailers will need to send a brochure if they do not hold an email address for the consumer as this would indicate not internet access hence no ability to access policy via hyperlink.
2	10(ii)	Refer to wording in 7b(iii) for alignment.
2	10b	We'll work with you to resolve payment arrears and with your consent we can link you to one or more support or social agencies or you can nominate an agency and/or advocate of your choice.

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	Yes.

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	Add an additional preference; vi customer may nominate a preferred timeframe for any contact
3	14	Add clause to include information in relation to the customer's energy use, primary heating sources and household dynamics.

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	We are not supportive of the recommendation that a Retailer may decline to supply a prospective customer.

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	We are not supportive of a Retailer being able to decline to supply.

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	19	Examples of payment plans are provided but no examples for pricing plans. We would like to see examples for both ie pricing plans and payment plans.

Part	Clause	Feedback
4	23a (ii)	We question the reasoning for providing a person who has been declined a customer contract, being provided information about price plan comparison websites. We question the usefulness of these websites in this scenario. We question the option for a Retailer to decline a customer a contract when the Retailer should have options to reduce any risk of non-payment whether this be prepay or weekly billing.
4	26	Add a clause to ensure that the Retailer has an obligation to fully disclose the cost differential between post and prepay. This includes, but not limited to, the cost of energy and purchasing of energy.

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	n/a	Yes, with the changes we are requesting.

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	28	Add an additional clause to separate out price plans from payment plans. EG If a customer's energy use is increasing materially, enquire to identify any potential reasons for the increase eg change in household numbers, leaking hot water cylinder etc, and if so, take this into account when advising of price plans that would reduce costs to the customer.
5	29	Add an additional clause to separate out price plans from payment plans. EG Provide comparison data to confirm if savings will be made.
5	29b	Rewording suggested. Make the customer aware, if the Retailer knows of a payment plan offered by a different Retailer that might suit the customer's circumstances better.

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	Yes, with the changes we are requesting.

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	34	Include 'signs of pending or actual payment difficulties and/or changes in consumption.....
6	37c	Include is not engaging with a support person, advocate or social agency within five.....
6	37 all	'in the reasonable opinion of the Retailer' subjective and soft wording needs further consideration.

Part	Clause	Feedback
6	38	For customers on a monthly invoice cycle, who have been billed for no more than 31 days, retailers should follow.....
6	40 f&g	Terms used in these clauses eg consumption profile, metering configuration, load control etc need to be clearly defined in the glossary for consistent application of these clauses.
6	45	Add highlighted text. Retailers should liaise with customers whose usage is abnormally low or abnormally high

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	Yes. We very much want the guidelines to reflect that disconnection is a last resort and encourage retailers to identify hardship and to encourage customers to notify hardship rather than wait for or fear disconnection action. There appears to be some ambiguity between the wording in the guidelines in relation to prepay and that in the Retailer's prepay terms and conditions.

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

Part	Clause	Feedback
7	70	Is contract/agreements with MEP's not a better description than service level agreement? In addition a requirement for Retailers to ensure that MEP's have back to back arrangements with contractors or parties who actually do the work.
7		

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	n/a	Yes, agree with the addition recommendations rather than including recommendations relating to MDC throughout Parts 4-7.

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	n/a	Yes, with the suggested changes.

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		In general we are not supportive of the customer having to provide completed forms and take responsibility for their GP or the hospital/medical provider completing the required forms. There should be a national register which is maintained by medical professionals or parties

Part	Clause	Feedback
		responsible for providing consumers with CEME. This should also include CEME which is not totally reliant on electricity ie has battery back-up.
8		Add a clause to include where a retailer instructs a MEP or third party contractor to undertake work at a premise where a MDC resides the retailer must advise the MEP or third party contractor of this. Couldn't see this in the document.
8	83a&b	Service Level agreements, replace with contract.

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	Yes.

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. The cost of reducing the total cost of energy by having hot water controlled to heat only at night is prohibitive for many consumers however the benefit can be up to 40% of the consumers total monthly energy costs. Spreading the cost over 5 billing cycles as suggested in the document is an option however this is still not giving transparency to the costs or substantiating the vast difference in cost of this service from one retailer to the next. It is difficult to see these costs as competitive advantage so why are schedules of fee and bonds not widely circulated or available on retailer's websites.

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
9		Add a clause. Schedule of fees should be readily available on request and able to seen on the retailer's website.
9	104	Remove the word 'consider' from this clause so it reads.... The retailer should allow the customer to spread.....
9	102 & 103	Standardise the reference to goods or services rather good or service.

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.

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		In general we feel that there is insufficient incentive for compliance with information disclosure and transparency of information by retailers.
10	116 & 118	'The Authority will publish' should apply to both these not just 116.

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	Yes and no. It is good to see a monitoring process however the criteria which the guidelines state the EA will monitor fall short of what is required. There have been many suggestions during the workshops of what should be reported and monitored however very few of these suggestions appear to have been adopted in the guidelines. Our recommendation would be that there is more transparency needed and monitoring should be on a monthly basis so that information provided is as close to real time as possible. Why is Monitoring alignment and outcomes not included in the consultation paper?

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	Yes in general however the consumer complaints process is not in the Consultation paper only in the explanatory note paper. How will a consumer know that they can make a complaint and the process to follow? There would need to be some manner in which the complaint process is made public and Retailers should have to advise customers of the process similar to the manner in which they do for Utilities Complaints.
Monitoring	n/a	

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. We propose that the EA issue a Consumer Care guidelines template and framework that all Retailer must use for consistency of interpretation of the guidelines. Would it not be possible to have the Consumer Care guidelines in place within 6 months of EA board approval.

Questions on the indicative impact assessment

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

Part	Clause	Feedback
Impact	n/a	

34. Are there benefits missing?

Part	Clause	Feedback
Impact	n/a	

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	

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

Part	Clause	Feedback
Impact	n/a	

37. Are there costs missing?

Part	Clause	Feedback
Impact	n/a	

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	
