



# Consumer Care Obligations

INDUSTRY WEBINAR

12 December 2024

**ELECTRICITY  
AUTHORITY**  
TE MANA HIKO 

# Nau mai, haere mai Welcome

- The session is recorded
- We'll share the slides after
- Questions welcome!

## Today's MC

Sina Tolovae, Principal Advisor Communications and Engagement

# He Karakia Tīmatanga me te Whakakapi Kaupapa

Kia tau ngā manaakitanga a te mea ngaro

ki runga ki tēnā, ki tēnā o tātou

Kia mahea te hua mākihikihi

kia toi te kupu, toi te mana, toi te aroha, toi te Reo  
Māori

kia tūturu, ka whakamaua kia tīna! Tīna!

Hui e, Tāiki e!

Let the strength and life force of our ancestors

Be with each and every one of us

Freeing our path from obstruction

So that our words, spiritual power, love, and  
language are upheld

Permanently fixed, established and understood!

Forward together!

# Agenda

## **Policy update: Carolina Rodriguez**

- Overview of the Consumer Care Obligations
- Responding to feedback and final decisions
- Staged implementation & two key protections
- EIEP4A

## **Compliance update: Ginni Murray**

- Compliance approach
- Supporting consumers
- Implementing 1 January 2025 requirements

## **Answering your pātai**

# Consumer Care Obligations: Policy update



**Caro Rodriguez**  
**Principal Analyst - Policy**  
**Retail and Consumer**

**Part 11A  
Consumer Care**

**Contents**

11A.1 Purpose of this Part  
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11A.8 Nomination of independent person to undertake review  
11A.9 Factors relevant to direction under clause 11A.8  
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11A.11 Payment of review costs

**Schedule 11A.1  
Consumer Care Obligations**

*Purpose and interpretation*

**11A.1 Purpose of this Part**

The purpose of this Part is to impose a set of minimum standards on **retailers** requiring them to:

- (a) adopt behaviours and processes that foster positive relationships with residential consumers;
- (b) support residential consumers in accessing and maintaining an affordable and constant **electricity** supply suitable for their needs; and
- (c) help minimise harm to residential consumers caused by insufficient access to **electricity** or by payment difficulties.

**11A.2 Interpretation**

In this Part, unless the context otherwise requires,—

**alternate contact person** means any person authorised by a customer, or by a medically dependent consumer who permanently or temporarily resides at a customer's premises, to operate as an alternate contact person if a **retailer** is unable to contact the customer or medically dependent consumer, provided any alternate contact person is independent of the customer's **retailer**

**bond** means an upfront payment of a lump sum to provide security to a **retailer** for the performance of a customer's obligations under their contract with the **retailer**

## Why mandate the Consumer Care Obligations?

- Consistent care standards for all residential consumers
- Clear, workable protections without stifling innovation

# Consultation

- 361 submissions
- General support for operational improvements proposed
- A strong theme of retailer submissions was the need for further operational improvements to specific clauses

# What we decided

**Part 2:** Consumer Care Policy and related matters

**Part 3:** Signing up customers and contract denials

**Part 4:** Information and records relating to customer care

**Part 5:** Business-as-usual account management

**Part 6:** When payment difficulties are anticipated or arise

**Part 7:** Disconnect/ reconnection of residential premises

**Part 8:** Obligations in relation to medically dependent consumers

**Part 9:** Fees and bonds



# Applicability of the Obligations



**Retailers**



**Residential consumers**



**Distributors**

# Staged implementation

## Clause 37



## Clause 68



## 1 January 2025

Two key protections:

Clause 37: Restrictions on disconnecting medically dependent consumers

Clause 68: Fees must be reasonable

## 1 April 2025

Full obligations

## Clause 37



Restrictions on  
disconnecting  
medically dependent  
consumers

## From 1 January 2025

A retailer must not disconnect a post-pay customer's premises if the retailer knows a medically dependent consumer may be residing there.

## Clause 37



### Restrictions on disconnecting medically dependent consumers

#### Applies if:

- the retailer has recorded a medically dependent consumer under the Consumer Care Guidelines (verified or unverified)
- the retailer has received an application (in any form) and hasn't decided that application yet
- the retailer becomes aware of relevant information

## Clause 37



### Restrictions on disconnecting medically dependent consumers

## What you need to do

Check you have:

- a) processes to receive, request, record and process medically dependent consumer applications
- b) disconnection processes that check medically dependent consumer status
- c) trained staff

## Clause 37



### Restrictions on disconnecting medically dependent consumers

## What you need to do

You must notify us as soon as possible if a disconnection results in a person being without electricity under clause 37.

Use the prescribed *Disconnection Notification Form* via the Electricity Authority's information provision platform, [Infoprov](#).

## Clause 37



### Restrictions on disconnecting medically dependent consumers

### Our process

On receipt of a clause 37 notification, we will:

- acknowledge receipt and log the incident
- contact the retailer and/or support services if needed
- assess compliance / potential breaches
- monitor reconnection
- record outcomes

## Clause 68



**Fees must be reasonable**

## From 1 January 2025

Any fee charged by a retailer to a customer must:

- not exceed reasonable estimates of the costs the fee is identified as contributing to; and
- otherwise be reasonable



# Clause 68



Fees must be reasonable

## When clause 68 applies

- Applies to all fees charged by electricity retailers to residential customers
- Includes disconnection or reconnection fees and fixed-term contract termination fees

## Does not apply to:

- electricity prices or other charges, like interest, tax or levies
- fees charged by unrelated third parties, eg bank-imposed credit card fees.

## Clause 68



Fees must be reasonable

### What you need to do

Check your fees are set at a level:

- that reflect the estimated costs of the activity the fee contributes to – costs should be closely connected to the activity and appropriately apportioned
- that is otherwise objectively reasonable

**You can** balance precision with administrative and practical efficiency

**You can't** use fees to offset future costs or address previous under-recovery or generate a profit or as a deterrent

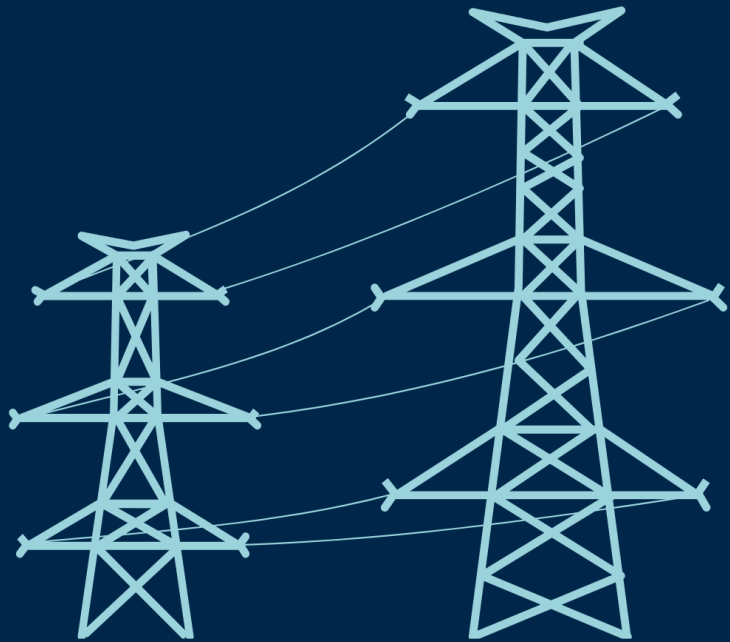
# How can we support retailer and distributor education?



[www.slido.com](https://www.slido.com)

**Code: 1600323**

# Addressing key distributor feedback



Distributors requested updates to the electricity information exchange protocol to support information-sharing about medically dependent consumers



We're proposing a new regulated protocol EIEP4A and consulting on this

# Consumer Care Obligations: putting consumers at the centre



**Ginni Murray**  
Manager Consumer,  
Compliance & Projects

# Monitoring & compliance reporting framework



Annual  
compliance  
reporting and  
certification



Providing  
information  
on request



Record-keeping



Independent  
reviews

## How we'll approach notifications of a breach

- Report breaches on our compliance portal
- Educative approach initially
- If the alleged breaches are considered serious, we will investigate eg, a medically dependent consumer is disconnected.

# The roles of the Authority and UDL

## Electricity Authority

- is **not** a dispute resolution scheme
- does not investigate all reported alleged breaches

## UDL

- free and independent dispute resolution scheme
- will work with the consumer and retailer to help try and reach a resolution to their CCO concern



## How complaints will be managed

- The Electricity Authority can **only** look at the alleged breach
- UDL may assist in trying to resolve the complaint between the consumer and the retailer separately
- The Authority and UDL may share information related to the issue (with the consumer's permission)

# Working with UDL

- UDL takes consumer calls
- The Authority passes any urgent calls and useful information to UDL
- Information shared between organisations with the consumer's permission

# Supporting retailers to comply

- Retailer Guidance is coming
- Guidance won't be binding – is intended to assist retailers to understand and comply with their obligations
- The Guidance will be updated before 1 April 2025
- Email us at [consumercare@ea.govt.nz](mailto:consumercare@ea.govt.nz) if there are specific matters you would like included in the Guidance



PĀTAI?

## He Karakia Whakakapi

Kia whakairia te tapu

Restrictions are moved aside

Kia wātea ai te ara

So the pathways is clear

Kia turuki whakataha ai

To return to everyday activities

Kia turuki whakataha ai

Haumi e. Hui e. Tāiki e!