

Consumer Care Obligations Retailer guidance

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Disclaimer

This guidance is provided for general information only and not as legal advice. This guidance does not establish any legal obligations in themselves.

While this guidance is provided to assist retailers to understand and comply with the Consumer Care Obligations, it is not a substitute for, nor does it form part of, the Electricity Industry Participation Code 2010 (Code). It also does not address other obligations retailers may have under other parts of the Code.

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Glossary

The Electricity Industry Act 2010 (Act) and the Electricity Industry Participation Code 2010 (Code) contain many definitions relevant to the Consumer Care Obligations (Obligations). Key terms used in this guidance are explained (sometimes in a simpler or summary format) in the glossary below. For a comprehensive and complete list of defined terms please refer directly to clauses 1.1 and 11A.2 of the Code.

Term	Description
alternate contact person	A person authorised by a customer or a medically dependent consumer to act as an alternate contact if the retailer is unable to reach the customer or medically dependent consumer. The alternate contact person must be independent of the retailer.
best endeavours	This term is not defined in the Code and should be given its normal meaning. It generally requires taking all reasonable steps to achieve the objective, and is a higher standard than 'reasonable endeavours'.
bond	An upfront, lump sum payment required by a retailer as security for the performance of a customer's contractual obligations.
Code	Electricity Industry Participation Code 2010.
conditional discount	A reduction in the amount payable by a customer that is contingent on the customer satisfying a payment condition.
confirmation of status form	A form, which may be in the format prescribed by the Authority, completed by a health practitioner with an appropriate scope of practice confirming a person's status as a medically dependent consumer.
Consumer Care Obligations (the Obligations)	The obligations set out in Schedule 11A.1 of the Code.
consumer care policy	A policy that each retailer is required to publish detailing the retailer's policies in relation to residential consumer care, including the matters covered in the Obligations. Refer to guidance related to Part 2 of the Obligations.
customer	A residential consumer who has entered into a contract with a retailer for the supply of electricity to their premises, where electricity is used fully or partly for residential purposes.
day	Any calendar day (including weekends and public holidays). This term has a different meaning to business day (which excludes weekends and public holidays) when it is used in this guidance.

electrical disconnection	The operation of a device so that electricity is unable to flow, including through a point of connection.
electricity plan comparison platform	An independent electricity plan comparison website or platform prescribed by the Authority to help consumers assess available pricing plans.
fee	A charge imposed by a retailer on a customer in connection with the supply of electricity, including disconnection or reconnection fees, contract termination fees, and other service-related charges. It does not include the rate or rates charged for electricity.
health practitioner	A health practitioner as defined under the Health Practitioners Competence Assurance Act 2003, responsible under the Obligations for certifying medical dependence on electricity.
invoice	An invoice issued by a retailer to a post-pay customer in relation to the supply of electricity to that customer.
Infoprov	The Authority's information provision platform.
medically dependent consumer	A residential consumer who depends on mains electricity for critical medical support, such that loss of electricity supply may result in loss of life or serious harm. This includes reliance on medical or other electrical equipment to support a medical treatment regime.
payment condition	A contractual provision that relates to the timing or method of payment or delivery of an invoice for electricity.
payment options	The payment methods and options offered by a retailer in relation to a product offering or contract.
payment support plan	A plan agreed between a retailer and a customer who anticipates or is experiencing payment difficulties, for payment in relation to the supply of electricity to that customer. Payment support plans help manage outstanding balances and future charges to maintain electricity access.
post-pay	A product offering or contract where a customer is charged for electricity after consumption. This includes pay-ahead plans, where a customer can pre-purchase electricity but the retailer manages over or under-payments.
prepay	A product offering or contract where a customer pays for electricity before consumption. If credit runs out or an approved arrears limit is reached, electricity supply is disconnected.
pricing plan	The electricity rate or rates under a customer's contract or offered as part of a product offering, which includes:

	<ul style="list-style-type: none"> • per kWh rates (e.g., night, peak, off-peak) • fixed charges (daily or variable) • pass-through costs related to electricity supply.
product offering	An offer for the supply of electricity at an Installation Control Point (ICP), as defined by the retailer.
reasonable endeavours	This term is not defined in the Code and should be given its normal meaning. It generally requires taking steps that are reasonable in the circumstances to achieve the stated objective.
reconfirmation form	A form, which may be in the format prescribed by the Authority, that a retailer may request to be completed by a health practitioner with an appropriate scope of practice to reconfirm a medically dependent consumer status.
reconnection	Electrical connection (the operation of a device so that electricity is able to flow, including through a point of connection) following an electrical disconnection.
residential consumer	A person who uses electricity at a residential premises.
residential premises	A property that is used or intended for occupation by any person as a place of residence.
retailer	A business engaged in the sale of electricity to consumers other than for resale (under the Act).
support agency	A government or non-government agency that provides assistance to low-income residential consumers, including agencies providing financial mentoring or energy efficiency advice.
support person	A person authorised by a customer or by a residential consumer with whom the retailer interacts (such as a medically dependent consumer) to assist them in communications with a retailer. The support person must be independent of the retailer.
uncontracted premises	A residential premises where a retailer is responsible for the ICP but does not have a contract with a customer at that property.

Consumer Care Obligations – Retailer guidance

1. Purpose

- 1.1. In December 2024, the Electricity Authority Te Mana Hiko (Authority) introduced the Consumer Care Obligations (the Obligations). The Obligations are in Schedule 11A.1 of the Electricity Industry Participation Code 2010 (Code).
- 1.2. The Obligations are a set of minimum standards that all retailers must comply with if they sell electricity to residential consumers. Retailers who are subject to the Obligations must also provide annual compliance reports to the Authority.
- 1.3. This guidance is intended to assist retailers to:
 - (a) identify when they must comply with the Obligations, and
 - (b) understand how to comply with the Obligations.
- 1.4. Other industry participants (participants) – distributors and traders – must comply with some clauses of the Obligations, but these requirements are more limited, and are not the focus of this guidance.¹
- 1.5. All participants are expected to understand and comply with their obligations under the Electricity Industry Act 2010 (Act) and the Code, including under the Obligations.
- 1.6. The Authority will update this guidance from time to time. Please contact us at consumercare@ea.govt.nz if there are any specific clauses of the Obligations that you think would benefit from further guidance.

Structure of this guidance

- 1.7. This guidance generally follows the structure of the Obligations with separate sections covering each Part of the Obligations.
- 1.8. To support retailers in understanding and complying with the Obligations, this document includes good practice, examples (case studies) and minimum expectations boxes throughout. These are presented in the following format:

Good practice

Good practice boxes provide examples of how a retailer might implement aspects of the Obligations effectively. They are intended to be illustrative only and are not requirements themselves.

Example

Example boxes provide case studies to show how specific requirements might work in real life situations, helping retailers understand possible practical applications.

¹ Distributors may have obligations under clauses 35 and 60(1) of the Obligations, and traders may have obligations under clauses 51(2), 51(3) and 61 of the Obligations.

Minimum expectations

- Minimum expectation boxes provide a simplified summary of the actions that retailers must take to meet the Obligations. They outline the key requirements in a clear and concise way for quick reference.

- 1.9. In section 12 and Appendix B of this guidance we introduce principles to support compliance with the reasonable fee obligations. This guidance is unchanged from the December 2024 version of the guidance.
- 1.10. A summary of key retailer responsibilities under each part of the Obligations is also included at the end of each section. This is a summary only; retailers should ensure that they are familiar with all the obligations discussed in this guidance.

2. Retailers who must comply with the Obligations

- 2.1. Every retailer who sells electricity to residential consumers must comply with the Obligations.²

Meaning of 'retailer'

- 2.2. Under the Electricity Industry Act 2010 (Act), a 'retailer' is defined as a business engaged in retailing, and 'retailing' is defined as the sale of electricity to a consumer other than for the purpose of resale.³ The Act also defines 'consumer' as any person who is supplied, or applies to be supplied, with electricity other than for resupply.
- 2.3. These definitions mean that a business will be a retailer if it is engaged in the sale of electricity to consumers, other than for resale.⁴
- 2.4. All businesses that meet this definition are industry participants under the Act and are subject to obligations under the Act and Code.

Is your business a retailer?

- 2.5. There are different types of retailers. Some retailers source their electricity directly from the wholesale market through the clearing manager. These retailers are easily identifiable because they must register with the Authority to participate in the wholesale market. These retailers are called 'traders' under the Code.
- 2.6. Other businesses can also be retailers, even if they purchase electricity from another retailer (or trader). Sometimes it will not be clear whether a business is a retailer. This will depend on whether the business meets the definition in the Act and is engaged in the sale of electricity to consumers (other than for resale). You will need to consider the nature and purpose of your business against this definition. Set out below are some relevant factors to consider.

You may be a retailer if you charge consumers for the electricity they consume

- 2.7. As a starting point, any business that charges consumers for the electricity they consume may be a retailer, if they are a business engaged in the sale of electricity to consumers (other than for resale).
- 2.8. This can include individuals as well as companies. It can also include businesses who charge consumers for electricity even if the consumer does not have a choice of retailer. For example, if a business arranges for electricity to be supplied by a large retailer to a 'installation control point' or ICP at a property, and then separately charges consumers who use electricity at that property, they may be a retailer.
- 2.9. The following factors are likely to indicate that a business is a retailer. These factors are a guide only and are not exhaustive. While you don't necessarily need to satisfy all the factors to be considered a retailer under the Act, the more factors present, the more likely you are a retailer. If you are unsure whether you are a retailer under the Act, or how the Code applies to you, the Authority encourages you to seek your own legal advice.

² Clause 11A.3 of the Code.

³ Section 5 of the Act.

⁴ Clause 1.1 of the Code also provides a definition of 'retailer', which relevantly means 'a participant who supplies electricity to another person for any purpose other than for resupply by the other person'. However, a business must first meet the definition of 'retailer' in the Act for the Code provisions to apply. If that definition is met, the business will also be a 'retailer' under the Code.

1. You are regularly engaged in retailing activities

- 2.10. A retailer is a 'business engaged in retailing'. If you are regularly undertaking electricity retailing activities, you are likely to be a retailer. For example, if you have agreements with customers at different locations or ICPs to sell them electricity for them to consume, you are likely a retailer.
- 2.11. This does not mean that retailing needs to be your primary business activity. For example, if electricity is an add-on or part of a bundled service you provide, you will still likely be considered a retailer.

2. You receive some financial benefit from your retailing activities

- 2.12. If you apply a margin to your retailing activities or receive some other financial benefit from retailing activities (or intend to in future) you are likely to be considered a retailer, because the presence of a profit-making intention indicates you are a business engaged in retailing.
- 2.13. However, this does not mean you have to be obtaining financial benefit to be considered a retailer. Businesses not looking to profit from selling electricity, such as non-profit organisations who sell electricity to consumers in hardship, can also be retailers, if they are performing the functions of a retailer and meet the other indicators.

3. You invoice consumers for their electricity consumption

- 2.14. If you invoice consumers for electricity they have consumed, this indicates that you are a business engaged in retailing. This will be a strong indicator if you invoice a customer for their actual (metered) consumption. However, you might still be considered a retailer if you separately invoice consumers for a fixed amount or a proportion of actual or estimated consumption.

4. You can disconnect consumers if they don't pay for their electricity consumption

- 2.15. If you can disconnect a consumer's electricity supply if they do not pay their bills, this is a strong indication that you are a retailer (even if you don't as a matter of policy disconnect consumers for non-payment). That is because we see disconnection for non-payment as being a core component of operating as a retailer, and an important basis for regulating retailers to ensure reliable supply and to protect consumers.

You are unlikely to be a retailer if you are simply recovering the costs of electricity from others

- 2.16. If you arrange for electricity to be supplied by another retailer and are simply recovering the costs of that electricity from others, you are unlikely to be a retailer if the indicators above are not present.
- 2.17. For example, a residential customer who shares the cost of their power bills with others in their household will not be a retailer, because they are not a business engaged in the sale of electricity.
- 2.18. Many businesses, such as hotels, motels, campgrounds and marinas incur costs relating to consumers' use of electricity which are incidental to their business activities, alongside other business costs like telecommunications, water, and heating costs. Simply recovering electricity costs from consumers in the standard price or fee they charge for their services (such as the room, site or berth rates they charge) will not make that business a retailer.
- 2.19. However, in some cases a business might charge customers for electricity consumption separately. For example, some accommodation providers (such as transitional housing providers) might charge long-term residents a separate fee for electricity they consume. This

may mean that the business is operating as a retailer, because they are selling electricity as a separate and identifiable service. Ultimately, whether such a business is a retailer will depend on the specific circumstances, including how many of the above indicators are present.

- 2.20. Owners and managers of buildings or other ‘embedded networks’, such as residential apartment buildings, may supply electricity to communal areas but not to tenants’ units or apartments. These businesses are also unlikely to be a retailer, even if they recover the costs of electricity supplied to communal areas from tenants through standard fees or charges such as rent, body corporate fees or management fees. This is because they do not sell electricity to consumers directly, they only supply electricity for a common use and recover those costs from tenants.

Meaning of ‘residential consumer’

- 2.21. If you are a retailer, you must comply with the Obligations if you sell electricity to residential consumers for residential purposes.
- 2.22. The Code defines a ‘residential consumer’ as a person who uses electricity in respect of residential premises, and ‘residential premises’ means any premises used or intended for occupation by any person as a place of residence.⁵ A ‘customer’, for the purpose of the Obligations, is a residential consumer who has a contract for the supply of electricity to their premises, where the electricity is used fully or partly for residential purposes.
- 2.23. This means that retailers must comply with the Obligations when they sell electricity to consumers who are using that electricity in respect of a residential premises. This includes when retailers sell electricity to owner occupiers and tenants of residential premises.
- 2.24. The Obligations do not apply when retailers sell electricity to consumers in respect of unoccupied homes under construction. It is only once those consumers move in that the Obligations will apply. At that point, those customers will be using electricity for residential purposes rather than building purposes.
- 2.25. If you are only selling electricity to commercial and industrial customers, you won’t have obligations as a retailer under the Obligations. However, you might still have obligations as a trader, under clauses 51(2), 51(3) and 61 of the Obligations. If you sell electricity to residential customers and commercial and industrial customers, the Obligations only apply in respect of your residential customers. For example, if you sell electricity to accommodation provider businesses (such as transitional housing providers), the Obligations do not apply to that customer relationship because your customer is not a residential consumer. The accommodation provider may itself be a retailer who is subject to the Obligations, if it meets the definition of retailer (see *Is your business a retailer?* above).

If you are a retailer but do not sell electricity to residential consumers, you still have obligations under the Act and the Code

- 2.26. Retailers that do not sell electricity to residential consumers still have obligations under the Act and the Code, including:
- (a) registering as a participant with the Authority
 - (b) belonging to an approved dispute resolution scheme

⁵ Clause 11A.2 of the Code.

- (c) complying with obligations under the Code, such as obligations to provide consumption information to customers on request, include certain information on bills and your website, and follow certain procedures in relation to customer switching.

2.27. Retailers who are traders have additional obligations under the Code.

3. Compliance framework

Annual compliance reporting

- 3.1. Under clause 11A.4 of the Obligations, each retailer who sells electricity to residential consumers in a year beginning 1 July must submit a compliance report to the Authority in respect of that year.
- 3.2. The compliance report must be in the form prescribed by the Authority. The prescribed form will be issued to retailers at the conclusion of each reporting period. Retailers must complete and submit the form within 3 months of the end of the relevant reporting period (by 30 September).
- 3.3. To reflect the staged approach of the Obligations coming into force, the first compliance report will be for the period 1 January to 30 June 2025 and will require retailers to report compliance with:
 - (a) clauses 37 and 68 of the Obligations for the period of 1 January 2025 to 30 June 2025
 - (b) all remaining clauses of the Obligations for the period of 1 April 2025 to 30 June 2025.
- 3.4. Each compliance report will need to include:
 - (a) all versions of the retailer's consumer care policy which were in force at any time during that reporting year
 - (b) a statement as to whether or not the retailer complied with all requirements in the Obligations (when they were applicable) during that year
 - (c) a summary of any instances of non-compliance identified by the retailer and any remedial action taken
 - (d) any other information required by the Authority (this will be specified in the prescribed form)
 - (e) an accompanying certification signed and dated by a director or the chief executive officer of the retailer, or a person holding a position equivalent to one of those positions, that the person considers, on reasonable grounds and to the best of that person's belief, that the compliance report is a complete and accurate record of the matters stated in the compliance report.
- 3.5. If the retailer becomes aware information in a certified compliance report is inaccurate, incomplete or misleading, further information must be supplied to the Authority as soon as possible to address the issue.
- 3.6. The Authority may publish any information submitted to it in a compliance report.

Providing information to the Authority upon request

- 3.7. Under clause 11A.5 of the Code, retailers and distributors must provide the following information to the Authority upon request:
 - (a) a description of the policies (other than a consumer care policy), procedures, and processes that the retailer or distributor has implemented to comply with one or more of the Obligations
 - (b) supporting evidence that a retailer has relied on to make the compliance report.

Retention of records

- 3.8. Retailers must maintain records of all regulated activities under the Obligations.⁶ These include:
- (a) customer communications, including information and advice provided to customers as required under the Obligations
 - (b) applications for medically dependent consumer status, including whether applications were accepted or declined and the reasons for these decisions, and records of any associated matters such as status reviews
 - (c) disconnections and reconnections, including:
 - (i) dates of disconnection and reconnection
 - (ii) correspondence with the affected customer
 - (iii) reasons for disconnection and reconnection.
- 3.9. All record-keeping should meet the following guidance:
- (a) Records should be identifiable at the customer level to ensure traceability (e.g., by account number, ICP, or address).
 - (b) Retaining generic copies of customer-facing communications (e.g., email templates, letters) will not generally be sufficient unless they can be linked to specific customers and their transactions.
 - (c) Privacy considerations apply; only relevant information should be retained.
- 3.10. All records must be retained for a minimum of five years from:
- (a) the termination date of the relevant customer contract, or
 - (b) the date an uncontracted premises is disconnected.
- 3.11. Not all customer communications need to be retained, only those that relate to a particular requirement under the Obligations, such as annual customer communications, communications about missed payments and disconnections, and communications providing support for customers who may be experiencing payment difficulties.

Good Practice

To ensure compliance, retailers should:

- **Automate record-keeping** systems to track customer communications, disconnections, and medically dependent consumer status.
- **Train staff** to maintain accurate and complete records.

Independent compliance review

- 3.12. The Authority may require an independent review to assess whether a retailer has complied with its reporting obligations.⁷

⁶ Clause 11A.6 of the Code.

⁷ Clause 11A.7 of the Code.

Nomination and appointment of an independent reviewer

- 3.13. If a review is required, the retailer must nominate an appropriate independent person to conduct the review within a reasonable timeframe.⁸ The Authority may:
- (a) approve the retailer's nominee and direct the retailer to appoint that person
 - (b) direct the retailer to nominate another person, or
 - (c) direct the retailer to appoint a person of the Authority's choice if the retailer fails to nominate an appropriate person within 5 business days.
- 3.14. When making a direction in relation to the appointment of an independent reviewer, the Authority may take into consideration:⁹
- (a) The independence of the nominated person.
 - (b) The expected quality and cost of the review.

Carrying out the review

- 3.15. The retailer must provide the independent reviewer with all information reasonably required to carry out the review within 15 business days of request.¹⁰ The retailer must ensure the reviewer:
- (a) produces a report on whether the retailer may not have complied with its reporting obligations in clause 11A.4
 - (b) submits the report to the Authority within the timeframe specified by the Authority
 - (c) includes in the report any additional information required by the Authority
 - (d) before submitting the report to the Authority, provides any identified compliance failures to the retailer for comment, and includes any comments in the report.
- 3.16. The retailer may request that certain confidential information provided to the reviewer is not shared with the Authority.

Payment of review costs

- 3.17. If an independent review establishes, to the Authority's reasonable satisfaction, that:
- (a) the retailer may **not** have complied with its reporting obligations under clause 11A.4, the retailer must pay the costs of the review
 - (b) any potential non-compliance is **minor**, the Authority may require the retailer to pay only a portion of the review costs
 - (c) the retailer is **compliant**, the Authority will cover the cost of the review.

⁸ Clause 11A.8 of the Code.

⁹ Clause 11A.9 of the Code.

¹⁰ Clause 11A.10 of the Code.

4. The role of the Electricity Authority

Monitoring and enforcement

- 4.1. The Authority is responsible for monitoring and enforcing compliance with the Code, including the Obligations. This includes:
 - (a) monitoring compliance with the Obligations, including through receipt and analysis of annual retailer compliance reports to identify trends and patterns that may indicate systemic issues
 - (b) trend analysis to ensure that the Obligations are functioning as intended and benefiting consumers without imposing undue costs on industry participants
 - (c) enforcement of serious breaches, where appropriate through the established Rulings Panel.
- 4.2. We adopt a targeted enforcement approach undertaken in accordance with the Electricity Industry (Enforcement) Regulations 2010 and relevant enforcement and compliance policies, which are available on our website.
- 4.3. Under the Act, the Rulings Panel has the power to make a range of remedial orders if a participant breaches the Code, including requiring a participant to pay a pecuniary penalty not exceeding \$2 million (plus a further amount of up to \$10,000 per day for ongoing breaches), and making a compensation order requiring a participant to pay a sum by way of compensation to any other person.¹¹

Information gathering and other powers

- 4.4. The Authority has powers to gather information from participants for the purpose of monitoring compliance with the Code.¹²
- 4.5. The Authority has the power to require an industry participant to:
 - (a) provide information, papers, recordings, and documents that are in the possession, or under the control, of the participant
 - (b) permit its officers or employees to be interviewed
 - (c) give all other assistance that may be reasonable and necessary to enable the Authority to carry out its functions and exercise its powers.
- 4.6. The processes that the Authority will apply in respect of these information gathering powers are described in the Authority's [Guidelines on Information Gathering Powers under the Electricity Industry Act 2010](#).
- 4.7. Under the Code, the Authority may also require information about the policies, procedures and processes a retailer or distributor has implemented for the purpose of complying with the Obligations, and in relation to a retailer, such other supporting evidence the retailer has relied on to make a compliance report to the Authority.¹³

Exemptions

- 4.8. Section 11 of the Act gives the Authority the power to exempt a participant from complying with their obligations under the Code, which now include obligations under the Obligations.

¹¹ Section 54 of the Act.

¹² Section 45(a)(i) and 46 of the Act.

¹³ Clause 11A.5 of the Code.

- 4.9. To grant a Code exemption, the Authority must be satisfied that:
- (a) it is not necessary, for the purpose of achieving the Authority's objectives under section 15, for the participant to comply with the Code or the specific provisions of the Code; or
 - (b) exempting the participant from the requirement to comply with the Code or the specific provisions of the Code would better achieve the Authority's objectives than requiring compliance.
- 4.10. An overview of the Code exemption process is outlined in the Authority's separate guidelines on Code exemptions, available on the Authority's website: [Guidelines on Code exemptions \(ea.govt.nz\)](https://www.ea.govt.nz/guidelines-on-code-exemptions).

Retailer Guidance – Part by Part

5. Part 2: Consumer care policy and related matters

Purpose

- 5.1. This section of the guidance outlines the requirements of Part 2 of the Obligations. Part 2 aims to ensure that every retailer who sells electricity to residential consumers publishes a clear and accessible consumer care policy.
- 5.2. Your consumer care policy should explain how you support customer wellbeing, treat customers with respect, and help those facing payment difficulties. We encourage you to consider how your consumer care policy can be tailored to support customers in different situations, such as customers experiencing financial hardship, or customers in vulnerable situations, including those experiencing, or at risk of, family harm.
- 5.3. The consumer care policy is separate to the terms and conditions of a retail contract. It may be referenced in the contract as long as it is clearly distinguished from other contractual terms using headings or separate annexes within the terms and conditions.

Key requirements

Develop and publish a consumer care policy

- 5.4. Each retailer must develop and publish a consumer care policy setting out the retailer's policies in relation to their residential consumer care, including the matters covered in the Obligations.¹⁴
- 5.5. The consumer care policy must be published on your website (or a website maintained on your behalf). If the policy is lengthy, you should consider publishing a standalone summary in a customer-friendly format (for example, a one-page summary or FAQs).

Contents of the consumer care policy

- 5.6. Your consumer care policy must explain in clear and accessible language:¹⁵
 - (a) that electricity is essential to the wellbeing of residential consumers
 - (b) your commitment to work with customers in a respectful, collaborative, and constructive way

Good practice

- Implement customer service commitments using clear, measurable standards.
- Ensure all frontline staff are trained in consumer vulnerability awareness.

- (c) that you will communicate with customers and other residential consumers in an understandable, timely, clear and accessible manner

Good practice

- Use plain language summaries in bills, contracts, and notices.
- Offer multiple communication channels (phone, email, chat, in-person).
- Provide accessible formats for disabled, elderly, or non-English speakers.

¹⁴ Clause 3(1), Schedule 11A.1 of the Code.

¹⁵ Clause 3(2), Schedule 11A.1 of the Code.

- (d) how you will help customers understand the most suitable pricing plan for their circumstances, for example, by explaining available options and any relevant conditions

Good practice

- Provide comparative tables of product offerings, benefits, and trade-offs.
- Offer online tools and calculators to estimate cost differences between plans.
- Proactively inform customers, when practicable, about alternative plans that may better suit their needs or reduce their cost.

- (e) that customers can request access to their electricity consumption data to help them make informed decisions¹⁶

Good practice

- Provide monthly, weekly or recent daily usage data dashboards for customers.
- Offer historical usage comparisons so consumers can track trends.
- Allow easy data access and portability (integrations with budgeting apps).

- (f) how you will work with customers facing payment difficulties to ensure that disconnection is a measure of last resort (refer to [Part 7](#) of this guidance)

Good practice

- Publish clear payment plan options (e.g. instalments, smoothing payments).
- Proactively notify customers before arrears accumulate.
- Provide referral pathways to financial assistance and support services.

- (g) how you will learn from any issues that arise to continually improve your consumer care policy and associated practices

Good practice

- Conduct regular consumer feedback surveys on service effectiveness and customer engagement.
- Implement data-driven reviews using complaint trends and resolution times.
- Have internal commitments to improve policies based on real customer needs.

- (h) the information required on fees, conditional discounts, and bonds (refer to [Part 9](#) of this guidance).

Good practice

- Use upfront fee disclosure tables (e.g. If you miss a payment, X fee applies).
- Ensure all conditional discounts are explained clearly.
- Provide real examples of savings or costs under different payment structures.

- 5.7. Retailers must try to avoid using processes and communications leading to unfair outcomes based on language, ethnicity, education, culture, gender, disability, age, health, income, or wealth.

¹⁶ See clause 11.32A of the Code.

- 5.8. Retailers are not expected to provide their consumer care policy in all languages; however, you may consider offering the policy in alternative languages and accessible formats for customers who need them.
- 5.9. Retailers should tailor their consumer care policy to fit their business and the needs of their customers while meeting these minimum requirements.

Communication

- 5.10. You must use reasonable endeavours to:
 - (a) work with customers in a respectful, collaborative and constructive manner
 - (b) communicate with customers and other residential consumers in an understandable, timely clear and accessible manner
 - (c) adapt your communication based on the needs of the customer or residential consumer.
- 5.11. Retailers are not expected to be able to communicate with customers in all languages. If a customer or consumer is unable to communicate in English without assistance, you should remind them that they can nominate and use a support person.
- 5.12. A support person can help clarify information, assist with questions, and facilitate communication with your team. Using a support person is completely optional; customers are not required to use one if they prefer to speak with you directly. (See paragraph 7.10 of this guidance for further guidance around the use of a support person).
- 5.13. Train your frontline staff to ensure they understand and can explain the consumer care policy. (See paragraph 9.22 for more guidance about staff training).

Working with support agencies and health practitioners

- 5.14. The Obligations require retailers to engage with support agencies and health practitioners at different points. You must:¹⁷
 - (a) have in place processes for referring customers to support agencies within five business days of the customer giving their consent
 - (b) use reasonable endeavours to work with any support agencies and health practitioners you liaise with in a cooperative, constructive and timely manner.

Website requirements

- 5.15. Retailers must publish the following information in a dedicated section of its customer-facing website:¹⁸
 - (a) a statement that the retailer has a consumer care policy which complies with the Obligations
 - (b) a direct hyperlink to the retailer's consumer care policy
 - (c) contact information for the retailer to direct any questions
 - (d) a link to the [Consumer Care Obligations | Electricity Authority](#)
 - (e) information and links to one or more support agencies offering energy efficiency advice and financial mentoring services, and to the dispute resolution scheme operated by [Utilities Disputes Limited \(UDL\)](#).

¹⁷ Clause 5, Schedule 11A.1 of the Code.

¹⁸ Clause 6, Schedule 11A.1 of the Code.

5.16. This information must be published clearly and prominently. Retailers should ensure that the required information is highly visible, easy to find and accessible to customers, including those with disabilities or low digital literacy.

Good Practice

- Place the required information in a standalone section of your website such as ‘Consumer Care’ or ‘Help for Customers’ that can be accessed from the main navigation menu.
- Include a visible link or banner on the homepage directing customers to the ‘Consumer Care’ section.
- Use bold headings, bullet points, and short paragraphs to improve readability.
- Ensure the information is easily readable on mobile devices.
- Display retailer contact information clearly at the top or bottom of the page (not hidden in FAQs).
- List support agencies in a distinct section with logos/icons for easy identification.

Summary of key retailer responsibilities – Part 2

Responsibility	Action
Publish a consumer care policy	Retailers must develop and publish a consumer care policy detailing their approach to customer care, support for payment difficulties, and fees.
Ensure clear communication	Retailers must use plain language, multiple communication channels, and train staff in consumer vulnerability awareness.
Ensure transparency	Retailers must prominently publish their consumer care policy online and make it easily accessible to customers.

6. Part 3: Signing up customers and contract denials

Purpose

- 6.1. This section of the guidance outlines the requirements of Part 3 of the Obligations. Part 3 aims to ensure that residential consumers are fully informed about available product offerings, implications, and their rights before and after signing up as customer.
- 6.2. Retailers must also explain contract denials and inform residential consumers of alternative options and who to contact for assistance.

Key requirements

Engagement prior to sign up

- 6.3. You must provide certain information before you sign-up a residential consumer as a new customer.¹⁹ If you are engaging with the consumer directly (in oral communication, such as telephone or in person), you must:
 - (a) explain the available product offerings and pricing plans that are relevant to that person's current household circumstances, and
 - (b) assist them to understand the most suitable product offering based on their needs, including by clearly explaining:
 - (i) any conditions the consumer must meet to receive the greatest benefit of any relevant product offering (for example, by shifting their consumption to certain times or days to take advantage of reduced rates, or by meeting certain eligibility requirements for different products or discounts)
 - (ii) any potential drawbacks of any relevant product offering, for example, any applicable early termination fees, payment bonds, or price variations.
- 6.4. If a residential consumer is enquiring about signing up as a new customer through an online platform that does not involve direct oral communication, you need to ensure that they have easy access to information about your available product offerings and related pricing plans, as well as the information listed at 6.3(b)(i) and 6.3(b)(ii) above.
- 6.5. In all cases, retailers must ensure prospective new customers have the option to review the relevant terms and conditions, which must be in plain English. Retailers also need to provide easy access to information about available payment options, so that consumers considering signing up have all relevant information available at the time of sign-up.²⁰

Good Practice

- Offer interactive tools (e.g. online calculators) to model bill impacts.
- Provide customised plan comparisons based on actual usage patterns as practicable.
- Use side-by-side plan summaries that highlight key differences and trade-offs.
- Provide FAQs and regularly review them to ensure they reflect the questions being asked.
- Offer a Chatbot for real time customer support that refers people directly to the support team when it is unable to answer their question.

¹⁹ Clause 8, Schedule 11A.1 of the Code.

²⁰ Clauses 8(2) and 8(3), Schedule 11A.1 of the Code.

Example for explaining potential drawbacks:

"Each pricing plan has benefits and things to consider. Here are a few key points to keep in mind:

- **Fixed-Term Plans:** Lower rates, but an early exit fee applies if you leave before the contract ends.
- **Prepay Plans:** No monthly bill, but your power disconnects if your balance reaches zero.
- **Time-of-Use Pricing:** Cheaper rates at night, but higher costs during morning and evening peaks.
- **Bonds:** Some plans may require an upfront deposit, refunded after 12 months if payments are on time."

6.6. Before a residential consumer enters a prepay contract, you must also confirm that they understand:²¹

- (a) Pricing differences: Any variations in fees, bonds and the electricity rate or rates charged between relevant prepay and post-pay options you, or a related retailer (including a parent retailer business), offers.
- (b) Disconnection risks: Prepay customers will be disconnected if credit runs out or reaches any approved arrears limit.
- (c) Notification process: How and when the retailer will send low-balance warnings before credit runs out.
- (d) Top-up process: How the consumer can purchase additional or emergency credit.

Good practice

- Automatic SMS reminders when the balance is low.
- Ensure top up options are easily accessible and available 24/7.
- Ensure clear processes for reconnections after a disconnection.

Engagement with new customers

6.7. When you sign up a new customer, you need to advise them of:²²

- (a) your consumer care policy and provide a copy or a direct hyperlink to it
- (b) your available payment options
- (c) the importance of advising you if a medically dependent consumer lives at the premises, and where to find information about applying to be recorded as a medically dependent consumer.

Contract denials

6.8. If a retailer declines a contract with a residential consumer, the retailer must give reasons for its decision (for example, if the consumer does not meet their credit criteria).²³ The retailer must also:

²¹ Clause 9, Schedule 11A.1 of the Code.

²² Clause 11, Schedule 11A.1 of the Code.

²³ Clause 10, Schedule 11A.1 of the Code.

- (a) provide the consumer with information about 1 or more electricity plan comparison platforms²⁴
- (b) direct consumers to available support agencies from which the consumer could seek assistance.

Summary of key retailer responsibilities – Part 3

Responsibility	Action
Provide clear information before sign-up	Retailers must explain all product offerings, pricing plans, conditions, and potential drawbacks before sign-up.
Prepay contracts	Retailers must ensure prepay customers understand disconnection risks and receive notifications before service interruptions.
Provide customer care information to new customers	Retailers must provide their consumer care policy, and information about payment options to new customers. Retailers must also provide new customers with information about how to register as a medically dependent consumer.
Contract denials	Retailers must provide clear reasons for contract denials and direct consumers to an electricity plan comparison platform and available support agencies.

²⁴ Currently [Powerswitch](#).

7. Part 4: Information and records relating to customer care

Purpose

- 7.1. This section of the guidance outlines the requirements of Part 4 of the Obligations. Part 4 aims to ensure that retailers collect, record, and use customer information effectively to proactively support customers, particularly those experiencing payment difficulties.
- 7.2. Retailers must meet record retention requirements outlined in clause 11A.6 of the Code (see Section 3 of this guidance).
- 7.3. Effective record-keeping helps retailers:
 - (a) communicate with customers in ways that best meets customer needs
 - (b) identify and support customers facing financial hardship
 - (c) ensure key customer contacts (e.g., alternative contact person and/or support person) are available when needed.

Key requirements

Contact details and communication preferences

- 7.4. Retailers must request and record the following information from new customers:²⁵
 - (a) Contact details for at least two communication channels (for example, email, phone, post, text message, the use of in-app messaging).
 - (b) Any other information the customer wishes to provide that may assist in engaging with them, such as language preferences, or any accessibility needs.
- 7.5. For existing customers, retailers must request this information when first contacting them under their annual customer contact (see paragraph 8.2 below). Whenever a customer provides this information, the retailer must use it to inform its communication practices to the extent reasonably possible.

Example

Annie is hearing impaired and prefers text messages over phone calls. When she sets up her electricity account, the retailer records this preference. If Annie falls behind on a payment, she receives a text message reminder instead of a phone call, making communication more effective.

Alternate contact persons

- 7.6. You must ask each new customer if they wish to use an alternate contact person. An alternate contact person is someone the retailer can contact if the retailer is unable to contact the customer directly. Alternate contact persons cannot be affiliated to the retailer. If the customer nominates an alternate contact person, the retailer must collect their details.²⁶

Alternate contact person example

Sarah lists her daughter as an alternate contact. If Sarah is unavailable, the retailer can call her daughter to pass on information about Sarah's account, but her daughter cannot make changes to the account unless Sarah has provided authorisation.

²⁵ Clause 13, Schedule 11A.1 of the Code.

²⁶ Clause 14, Schedule 11A.1 of the Code.

- 7.7. If a customer nominates an alternate contact person:
- (a) The alternate contact person may be contacted if the customer cannot be reached.
 - (b) If an alternate contact person informs the retailer that they no longer wish to act in that capacity, the retailer must:
 - (i) record this information, and
 - (ii) notify the customer when liaising with them for the first time after receiving this update.
- 7.8. Retailers may already have existing processes in place for recording alternate contacts or other authorised persons who can act on a customer's behalf. Existing processes can meet the requirements of the Obligations regardless of the terms the retailer uses, provided the person authorised by the customer meets the definition of 'alternate contact person' in the Obligations and:
- (a) is authorised, as a minimum, to operate as an alternate contact if the retailer is unable to contact the customer
 - (b) is independent of the retailer.
- 7.9. In some cases, a customer might expressly authorise an alternate contact to do more than is provided for in the Obligations, such as authorise account changes or make bill payments on the customer's behalf. In such cases, the retailer must ensure it obtains and records the customer's explicit authorisation.

Support persons

- 7.10. You must ask each new customer if they wish to use a support person. A support person is someone who can assist the customer to engage with the retailer, by helping them to understand and communicate with the retailer. Support persons, like alternate contact persons, must be independent of the retailer. However, they are different to alternate contact persons, because the retailer does not have authority to engage with the support person as an alternative to engaging with the customer.
- 7.11. If a customer wishes to use a support person, the retailer must record this information, so that they know when to involve them in communications with the customer.

Support person example

John has difficulty understanding his electricity bill, so he nominates his neighbour, Peter, as his support person. When John calls our customer service team, Peter is allowed to be on the call with him, ask questions, and clarify information — but any account changes still need John's approval.

Summary of key retailer responsibilities – Part 4

Responsibility	Action
Request, record and maintain accurate customer information	Retailers must collect and maintain records of customer communication preferences, alternate contacts, and use of support persons.
Support communication needs	Retailers must make reasonable endeavours to adapt communications based on customer needs, such as preferred contact methods and accessibility requirements.
Ensure effective engagement	Retailers must keep customer contact details updated and maintain communication logs for resolving disputes or complaints.

8. Part 5: Business-as-usual account management

Purpose

- 8.1. This section of the guidance outlines the requirements of Part 5 of the Obligations. Part 5 aims to keep customers informed to foster positive relationships, support residential consumers to access and maintain affordable and suitable electricity supply, and help minimise harm caused by insufficient electricity access or payment difficulties.

Key requirements

Annual customer contact

- 8.2. At least once a year, retailers must contact each of its customers to:
- advise the customer that they can request access to information about their electricity consumption
 - inform the customer of the existence of the retailer's consumer care policy and provide a copy of the policy and/or a direct hyperlink to it
 - confirm that their information recorded by the retailer, including their communication information and information about whether any household members are medically dependent, remains accurate.
- 8.3. Annual customer contacts can be combined with account reviews or other retailer communications to provide a simpler customer experience.

Good practice

- Ensure the message is clear, concise, and customer friendly.
- Include simple and quick ways for customers to confirm their information, such as 'click to confirm' buttons in an email or app communication.

Providing key information before customers make changes

- 8.4. If a customer enquires about changing a pricing plan or signing up for a different product offering, before making any change, the retailer must:
- advise the customer of available product offerings, related pricing plans, and payment options relevant to their household circumstances
 - use reasonable endeavours to help the customer understand the most suitable option for their needs, including any conditions required to obtain benefits and any drawbacks, such as fees
 - provide information about one or more electricity plan comparison platforms.
- 8.5. This requirement (paragraph 8.4) does not apply to changes made through an online platform, provided customers have easy access to all relevant information about the retailer's available product offerings and related pricing plans and payment options, for example, on the retailer's website.

Good practice

- Offer personalised recommendations based on the customer's usage history and personal circumstances.
- Highlight both benefits and potential drawbacks of different products, pricing plans and payment options.

Meter readings and invoicing

- 8.6. Retailers must use actual meter readings and not estimated readings for invoicing post-pay residential consumers whenever practicable, unless otherwise agreed by the customer for their preferred payment option (such as Smooth Pay or redirection of income) or payment support plan.

Information required on invoices

- 8.7. Each invoice must clearly outline:²⁷
- (a) a breakdown of the total amount owed, distinguishing between the current invoicing period and any overdue amounts
 - (b) the due date(s) for payment
 - (c) available payment options, or guidance on where to find this information (e.g., retailer's website or app)
 - (d) if bundled goods or services are included, the amounts owing for each good or service.
- 8.8. Retailers must also ensure that information on the industry dispute resolution scheme operated by UDL and an electricity plan comparison site is included with invoices in accordance with clauses 11.30A and 11.30B of the Code. We have published separate guidance on these requirements.²⁸

Supporting prepay customers with low balances

- 8.9. Retailers must notify prepay customers immediately when their credit balance falls below an estimated two days of standard usage.
- 8.10. The notification must include:
- (a) the customer's current credit balance,
 - (b) a recommendation to top-up their account to avoid service interruption,
 - (c) a statement that disconnection will occur if the balance reaches zero or an approved arrears limit.

Good practice

- Send timely notifications via SMS, app alerts, or emails to give customers time to respond.
- Offer low-balance auto-top-up options or reminder settings.
- Provide easy top-up methods, including online, in-store, and direct debit options.

²⁷ Clause 19, Schedule 11A.1 of the Code.

²⁸ [Raising consumer awareness of regulated dispute resolution service and electricity plan comparison website – Guidelines.](#)

Summary of key retailer responsibilities – Part 5

Responsibility	Action
Conduct annual customer contact	Retailers must contact customers annually to confirm information accuracy, provide up-to-date consumer care policy and advise customers they can request electricity usage data.
Provide key information before account changes	Retailers must ensure customers have access to information about relevant product offerings, pricing plans, and payment options when they are making changes. If engaging directly with a customer, retailers must help customers to understand the most suitable option for their circumstances and provide electricity plan comparison information before making any changes.
Information required on invoices	Retailers must use actual meter readings for invoicing whenever practicable, and provide a clear breakdown of charges, payments, and overdue amounts.
Notify prepay customers when balance is low	Retailers must notify prepay customers when their balance decreases below 2 days of standard usage to recommend top-up and provide a clear warning that disconnection will occur if credit reduces to zero or any approved arrears limit is reached.

9. Part 6: When payment difficulties are anticipated or arise

Purpose

- 9.1. This section of the guidance outlines the requirements of Part 6 of the Obligations. Part 6 outlines what retailers must do when a customer is in arrears or when a retailer knows that a customer may be experiencing payment difficulties. Retailers must provide support to these customers to help them access and maintain affordable electricity supply suitable for their needs.
- 9.2. Part 6 ensures retailers engage with customers early to offer assistance, prevent debt accumulation, and ensure disconnection is a last resort. The sooner retailers engage with customers experiencing payment difficulties, the more options are available to help resolve those difficulties.

Key requirements

Identifying customers experiencing payment difficulties

- 9.3. Some obligations in Part 6 are engaged when a retailer 'knows' that a customer may be experiencing payment difficulties. This will be the case when:²⁹
- (a) A customer tells the retailer they anticipate challenges in meeting invoice due dates due to factors such as reduced income or changes in financial circumstances.
 - (b) A customer fails to pay an invoice by the due date for more than one billing cycle in a six-month period (these do not have to be consecutive).
 - (c) The retailer otherwise becomes aware of information that reasonably indicates anticipated or actual payment difficulty (e.g., significant consumption changes, repeated partial payments, or prior overdue payments).
- 9.4. Retailers must record and use information relevant to these matters to identify customers who may be experiencing payment difficulties.
- 9.5. This may include information directly from the customer or other data sources (such as payment history or changes in electricity consumption) that may indicate a customer may be experiencing payment difficulties.
- 9.6. If a customer confirms they are not experiencing payment difficulties, you do not need to treat them as such, unless new information arises that meets the criteria above.³⁰

Minimum expectations for identifying customers experiencing payment difficulties

- Monitor account payment history to identify missed or late payments.
- Record customer communications regarding payment difficulties.
- Train staff to recognise signs of payment difficulty.

Seeking engagement with customers experiencing payment difficulties

- 9.7. When a retailer knows a post-pay customer (who is not on a payment support plan) may be experiencing payment difficulties, the retailer must:³¹

²⁹ Clause 21(2), Schedule 11A.1 of the Code.

³⁰ Clause 21(5), Schedule 11A.1 of the Code.

³¹ Clause 23, Schedule 11A.1 of the Code.

- (a) use best endeavours to engage with the customer to resolve payment difficulties
- (b) clearly communicate the steps the retailer will follow to assist and the timeframes for those steps
- (c) remind the customer of the customer care policy, and that they may nominate a support person or alternate contact person
- (d) provide relevant information to assist with energy efficiency or direct them to energy efficiency advice
- (e) offer advice on changes to consumption patterns or metering arrangements that could reduce future costs
- (f) consider whether alternative pricing plans could lower the customer's electricity costs and, if so, advise the customer of those plans, explaining any conditions and drawbacks, and highlighting the lowest cost plan available
- (g) ensure the customer is aware of available financial assistance and support agencies
- (h) offer referrals to appropriate support agencies with the customer's agreement
- (i) offer to discuss suitable payment support plans that accommodate the customer's circumstances.

9.8. If a customer is referred to or contacts a support agency directly, retailers must:

- (a) advise the customer of the option to pause further debt collection steps
- (b) wait at least 7 days before taking further action if the customer opts to pause
- (c) provide an additional waiting period of at least 7 days if the customer is making reasonable efforts to engage with support agencies.

9.9. We do not expect that retailers will provide all the information in this clause in every communication with customers who may be experiencing payment difficulties. This clause merely requires that the retailer does the things specified at least once and does not require these things to be done multiple times. However, some information will be more important to communicate and may be appropriate to provide more than once if payment difficulties have not been resolved, such as communicating the steps a retailer will follow to assist the customer and the relevant timeframes.

If customers miss payments

9.10. When a customer fails to pay an invoice, the retailer must take reasonable steps to support the customer to resolve payment issues and avoid disconnection.³²

9.11. These steps must include:

- (a) issuing a reminder notice as soon as reasonably practicable after the invoice becomes overdue
- (b) making further contact attempts if payment has not been made within 14 days of the invoice being issued
- (c) offering to discuss payment support plans suitable to the customer's circumstances in contact attempts made four or more days after contact attempts are initiated under (b).

³² Clause 22, Schedule 11A.1 of the Code.

- 9.12. Any reminder notice must include a statement that the retailer has a consumer care policy and include a copy or direct hyperlink to the policy.
- 9.13. At least three separate contact attempts must be made before initiating any disconnection process.³³ These contact attempts must be made once 14 days have passed since the invoice was issued, regardless of whether a customer is invoiced monthly, fortnightly or weekly, and must be spread over seven or more days (for example, between day 15 and day 21 from the invoice being issued).
- 9.14. Retailers can still make contact attempts earlier, within the first 14 days. For example, if an invoice is due within 7 days, a retailer might want to reach out on day 8 with an overdue reminder to offer support to consumers at the earliest opportunity. These contact attempts do not, however, count towards the three contact attempts needed before initiating a disconnection process. This ensures that all customers are given sufficient time to pay their outstanding invoice before any disconnection process is initiated.

Minimum expectations for responding to missed payments

- Promptly issue reminder notices containing all required information.
- Document all contact attempts and customer responses.
- Offer appropriate payment support options.
- Allow sufficient time for customer response before further action.

If customers are on payment support plans

- 9.15. If a customer is on a payment support plan, you cannot change its terms without the customer's agreement unless the change is in accordance with the retailer's terms and conditions.
- 9.16. For customers on payment support plans, retailers must:
- (a) notify the customer if a significant and sudden consumption increase is identified and, if appropriate, advise the customer of other available pricing plans that could provide lower electricity costs based on the changed circumstances
 - (b) monitor the customer's debt repayments at a frequency appropriate to the payment plan
 - (c) contact the customer if a part payment has been made to assess whether the plan should be reviewed
 - (d) regularly discuss with the customer whether their current plan is meeting their needs (at least once every 6 months)
 - (e) if the customer indicates they are experiencing payment difficulties, offer to review the plan based on what the customer can now afford
 - (f) contact the customer within 5 business days if they fall behind in repayments to discuss what they can afford and review the plan, explaining next steps if repayment is not made.
- 9.17. If a customer on a payment support plan indicates they are experiencing payment difficulties or falls behind in their repayments, the retailer must offer to refer the customer to a support agency where appropriate and with the customer's agreement. If a customer is referred to or

³³ Clause 22(5), Schedule 11A.1 of the Code.

contacts a support agency directly, the retailer must follow the same steps outlined at paragraph 9.8

Minimum expectations for payment support plans

- Design payment support plans based on what the customer can afford.
- Regularly review plans to ensure they remain suitable.
- Respond promptly to material increases in consumption or missed payments with supportive contact.
- Document all plan details and modifications.

Supporting prepay customers

- 9.18. Retailers must monitor the frequency and duration of prepay customers' electrical disconnections.³⁴ This will help retailers to identify trends of frequent or prolonged disconnections, which may indicate financial distress or other issues requiring intervention.
- 9.19. Retailers must contact prepay customers if:
- (a) the retailer identifies a significant and sudden increase in electricity consumption that is not explained by known circumstances (for example, seasonal changes), or
 - (b) the customer frequently runs out of credit (for example, on average one day every seven days) or experiences extended disconnection periods (for example, several days at a time).
- 9.20. This contact with prepay customers must include an offer to:
- (a) discuss options to reduce or avoid disconnections, and
 - (b) refer customers, with their agreement, to one or more support agencies offering financial assistance, financial mentoring or energy efficiency advice.

Staff training and support

- 9.21. Retailers must ensure their representatives who engage with customers about invoicing or debt repayments receive appropriate training on:
- (a) building rapport with customers
 - (b) recognising signs of anticipated or actual payment difficulties while interacting with customers.
- 9.22. Retailers must also ensure its representatives are able to provide targeted assistance to customers to help them avoid payment arrears, including the steps set out in clause 23 of the Obligations (discussed at paragraph 9.7 of this guidance).

³⁴ Clause 27, Schedule 11A.1 of the Code.

Summary of key retailer responsibilities – Part 6

Responsibility	Action
Identifying customers experiencing payment difficulties	Track missed payments, customer disclosures, and other signs of financial distress. Assess patterns and proactively engage customers.
Seeking engagement with customers experiencing payment difficulties	Use best endeavours to engage with the customer to resolve payment difficulties, clearly outline next steps and offer the required advice and information in a way that is tailored to the customer's circumstances.
Reminder notices for missed payments	Send as soon as reasonably practicable, including a link to the retailer's consumer care policy.
Contact attempts for missed payments	Make at least three separate contact attempts over seven days before initiating the disconnection process.
If customers are on payment support plans	Do not change the terms of the plan without the customer's agreement, other than in accordance with your terms and conditions. Monitor debt repayments made and offer support if the customer fails to make payments in full or indicates they are experiencing payment difficulties. Notify the customer if you identify a significant and sudden increase in consumption and advise of any appropriate pricing plans that could reduce the customers' electricity costs.
Supporting pre-pay customers	Monitor the frequency and duration of prepay customers' electrical disconnections and contact customers to offer support if retailer identifies significant and sudden unexplained increase in consumption or regular, or prolonged disconnections.
Staff training	Ensure frontline teams can recognise financial hardship and assist customers effectively.
Record retention	Maintain accurate records of payment difficulties, support offered, and actions taken.

10. Part 7: Disconnection and reconnection of residential premises

Purpose

- 10.1. This section of the guidance outlines the requirements of Part 7 of the Obligations. Part 7 outlines what retailers must do before, during, and after disconnecting residential premises. Retailers must follow these requirements to protect consumers and minimise harm caused by insufficient access to electricity.
- 10.2. Retailers must document all actions taken to engage with the customer before proceeding with disconnection.³⁵
- 10.3. There are specific requirements for medically dependent consumers, ensure you are familiar with the guidance under [Part 8](#).

Key requirements

Conditions for disconnecting post-pay customers for non-payment

- 10.4. A retailer must use best endeavours to ensure that disconnection for non-payment is a measure of last resort.³⁶ This means taking all practical courses of action to avoid disconnection. At a minimum, a retailer must not electrically disconnect a post-pay customer's premises for non-payment of an invoice, unless the following conditions have been met:³⁷
 - (a) **Contractual right:** The retailer must ensure they have the right to electrically disconnect the premises under their contract with the customer.
 - (b) **Compliance with Part 6:** the retailer has complied with all relevant and applicable obligations in [Part 6](#) of the Obligations.
 - (c) **Payment support plan status:**
 - (i) the customer has not agreed to a payment support plan, or
 - (ii) the customer is not substantially adhering to a payment support plan.
 - (d) **Medically dependent consumers:** the retailer has used best endeavours to satisfy itself that neither the customer nor any residential consumer who permanently or temporarily resides at the premises is a medically dependent consumer (see [Part 8](#) of this guidance).³⁸
 - (e) **Estimated readings:** When an unpaid invoice uses an estimated reading, retailers must meet additional conditions before disconnection (see paragraph 10.5 below).
 - (f) **Contact attempts and notices:** the retailer has made at least five separate attempts to contact the customer, and met all the disconnection notice requirements (see paragraph 10.8 below).
 - (g) **Non-payment confirmation:** finally confirm that full payment or adherence to a payment support plan has not been achieved.

³⁵ Clause 11A.6 of the Code, discussed in Retention of records.

³⁶ Clause 30, Schedule 11A.1 of the Code.

³⁷ Clause 31, Schedule 11A.1 of the Code.

³⁸ Clause 37, Schedule 11A.1 of the Code.

Key steps you must take before disconnection

- Confirm the customer, nor any temporary or permanent residents of the premises, are medically dependent.
- Make at least five contact attempts.
- Offer payment support plans to customers experiencing hardship.
- Issue disconnection notices within the required timeframes.
- Document all actions taken to engage with the customer.

Additional conditions for invoices using estimated readings

- 10.5. Additional conditions must be met before disconnection if the unpaid invoice or invoices use an estimated reading rather than an actual meter reading. You must:³⁹
- (a) **Ensure reasonable accuracy.** The estimated reading must be reasonable estimation of actual consumption. Document your estimation method and keep records of all communications related to the use of estimated readings.
 - (b) **Verify qualifying circumstances exist.** At least one of the following reasons for using estimated readings must apply:
 - (i) Meter reading unavailable due to customer deception, vandalism, or meter issues.
 - (ii) Health and safety restrictions prevent access to gain an actual reading.
 - (iii) The customer has refused or failed to allow meter access for at least 20 business days, and the retailer does not accept any meter reading provided by the customer because:
 - readings fall outside acceptable consumption patterns
 - readings do not relate to that customer
 - insufficient information provided to identify the meter
 - customer provides wrong type of reading.

Contact attempts

- 10.6. The five required contact attempts can include up to three earlier contact attempts made in relation to the unpaid invoice (see paragraph 9.13), before the retailer commenced the disconnection process. Any contact attempts made after the disconnection process is commenced must:⁴⁰
- (a) seek to explain the pending disconnection and the potential consequences of not responding to the retailer, in a way the customer is reasonably likely to understand having regard to any relevant communication preferences the retailer has recorded for that customer (see paragraph 7.4).
 - (b) use communication channels that are reasonably likely to result in the relevant information being communicated to the customer.
- 10.7. The communication channels used as part of the disconnection process could include phone calls, emails, posted letters or an in-person visit by a retailer's representative (subject to any

³⁹ Clause 32, Schedule 11A.1 of the Code.

⁴⁰ Clause 31(2), Schedule 11A.1 of the Code.

health and safety risks to the representative, the customer or any other person at the premises).

Disconnection notice requirements

- 10.8. Retailers must issue at least two disconnection notices before disconnecting a post-pay customer for non-payment:⁴¹
- (a) an initial notice of disconnection must be issued no earlier than 28 days after the outstanding invoice was issued
 - (b) a final notice of disconnection must be issued no earlier than 44 days after the outstanding invoice was issued.
- 10.9. The final notice must be issued no less than 24 hours and no more than 10 days before disconnection. If a retailer fails to disconnect the customer's premises within the timeframe specified in the final disconnection notice, the retailer must:⁴²
- (a) issue a new final notice, and
 - (b) ensure the new notice is given at least 24 hours and no more than 10 days before disconnection.
- 10.10. All notices to post-pay customers regarding disconnection must be in writing and include information about how to contact the retailer to discuss debt repayment.⁴³
- 10.11. The following information must be included in at least one disconnection notice:⁴⁴
- (a) A statement that the retailer will work with the customer to avoid disconnection if they make contact before disconnection occurs, even if they have not responded to earlier contact attempts by the retailer.
 - (b) An outline of available payment options (such as Smooth Pay or redirection of income).
 - (c) Information about the retailer's internal dispute resolution process and the dispute resolution scheme operated by UDL.
 - (d) All fees associated with disconnection and reconnection.
 - (e) Contact details for Work and Income.
 - (f) Information on medically dependent consumers registration and associated rights.
- 10.12. For onsite, physical disconnections, information on how to reconnect must be provided to the customer or left at the premises.⁴⁵

Medically dependent consumers

- 10.13. Retailers must not electrically disconnect a post-pay customer's premises if the retailer knows a medically dependent consumer may be permanently or temporarily residing there.⁴⁶ This includes medically dependent consumers who might split their time between more than one property, either on a permanent or temporary basis.

⁴¹ Clause 31(1)(f), Schedule 11A.1 of the Code.

⁴² Clause 33, Schedule 11A.1 of the Code.

⁴³ Clause 34(1), Schedule 11A.1 of the Code.

⁴⁴ Clause 34(2), Schedule 11A.1 of the Code.

⁴⁵ Clause 31(1)(f)(iv), Schedule 11A.1 of the Code.

⁴⁶ Clause 37(1), Schedule 11A.1 of the Code.

- 10.14. If a retailer initiates a disconnection process, they must use best endeavours to verify that neither the customer nor any residential consumer who permanently or temporarily resides at the premises is a medically dependent consumer.⁴⁷
- 10.15. Retailers must notify the Authority as soon as it becomes aware of an electrical disconnection resulting in a person being without electricity in circumstances where a medically dependent consumer is residing at the premises.⁴⁸ Retailers must use the prescribed form, *Notify disconnection of medically dependent consumer*, which is available from [InfoProv](#).

Other restrictions on disconnections

Failure to meet the Obligations

- 10.16. Retailers cannot disconnect a customer's premises until they have met all the relevant requirements in the Obligations.⁴⁹

Debt unrelated to electricity supply

- 10.17. If disconnecting a customer for non-payment, the debt must relate to electricity supply and not other services offered by the retailer such as broadband or telephone services.⁵⁰

Disputes

- 10.18. Retailers cannot disconnect a customer if the customer has disputed the charges through your internal dispute resolution process or the dispute resolution scheme operated by UDL, and the dispute has not yet been resolved.⁵¹ This restriction applies provided the customer is engaging with the process in good faith, and has paid all other electricity charges or part charges that are not disputed (you must credit payments to undisputed electricity charges first, with customer agreement).

Ensuring safe disconnection

- 10.19. Retailers must not carry out an electrical disconnection at a time that would:⁵²
- (a) endanger the wellbeing of any residential consumers who may be at the premises, or
 - (b) make it unreasonably difficult for any residential consumer to seek rapid reconnection.
- 10.20. This might require not disconnecting a premises during or just before the weekend or public holidays, during or just before nightfall, during a severe weather event or civil emergency, or when a severe weather event is forecasted to be imminent.
- 10.21. If disconnection is to be carried out remotely, the meter or disconnection device to be used can safely disconnect the premises.⁵³

Reconnection requirements

- 10.22. Retailers must reconnect a customer's electricity supply immediately and at no cost if the disconnection was inadvertent or affected any recorded medically dependent consumer or person who has applied for medically dependent consumer status.⁵⁴

⁴⁷ Clause 31(1)(e), Schedule 11A.1 of the Code.

⁴⁸ Clause 37(3), Schedule 11A.1 of the Code.

⁴⁹ Clause 38(1)(a), Schedule 11A.1 of the Code.

⁵⁰ Clause 38(1)(d), Schedule 11A.1 of the Code.

⁵¹ Clause 38(1)(e), Schedule 11A.1 of the Code.

⁵² Clause 38(1)(b), Schedule 11A.1 of the Code.

⁵³ Clause 38(1)(c), Schedule 11A.1 of the Code.

⁵⁴ Clause 39, Schedule 11A.1 of the Code.

- 10.23. Retailers must reconnect a post-pay customer whose premises were electrically disconnected as soon as reasonably practicable after:⁵⁵
- (a) the customer has paid the debt in full, or
 - (b) the customer has otherwise satisfied the retailer's reasonable requirements for reconnection.
- 10.24. After disconnecting a post-pay customer for non-payment, the retailer must:⁵⁶
- (a) continue to be responsive if the customer contacts the retailer seeking further assistance and information on reconnection
 - (b) if the customer is still contracted to the retailer and has not reconnected 5 business days after electrical disconnection, contact the customer for the purpose of offering assistance and information on reconnection, including:
 - (i) reminding the customer of the financial mentoring services and electricity efficiency advice available from support agencies
 - (ii) where appropriate, offering to refer the customer to a support agency for help with debt payment, with the customer's agreement.
- 10.25. Following reconnection of a post-pay customer who was disconnected for non-payment, the retailer must undertake the steps for customers experiencing payment difficulties (with appropriate modifications), discussed at paragraphs 9.7 to 9.8 of this guidance.⁵⁷
- 10.26. A retailer should not authorise or carry out remote reconnection of a post-pay customer's premises unless the retailer is reasonably satisfied that the premises can be safely reconnected remotely (which may include ensuring that the retailer is satisfied that ovens and heaters are turned off).⁵⁸

Special Considerations for Uncontracted Premises

- 10.27. A retailer must not electrically disconnect uncontracted residential premises, unless the retailer:⁵⁹
- (a) has confirmed that the premises are not being switched to another retailer
 - (b) has complied with any applicable notification requirements (discussed below)
 - (c) meets the requirements for ensuring safe disconnection (discussed below).

Notification requirements

- 10.28. The notification requirements are intended to ensure any residential consumers residing at an uncontracted property have a reasonable opportunity to sign up with a retailer before their power is disconnected.
- 10.29. Before disconnecting uncontracted residential premises, the retailer must:
- (a) issue a notice to any occupants that encourages them to sign up with a retailer
 - (b) give any residential consumers at the premises no less than 7 days' notice of electrical disconnection.

⁵⁵ Clause 41, Schedule 11A.1 of the Code.

⁵⁶ Clause 42, Schedule 11A.1 of the Code.

⁵⁷ Clause 43, Schedule 11A.1 of the Code.

⁵⁸ Clause 40, Schedule 11A.1 of the Code.

⁵⁹ Clause 36, Schedule 11A.1 of the Code.

10.30. These matters can be included the same notice or in separate notices given at different times.

Example 1

A retailer issues a notice that meets paragraph 10.29(a) as soon as an existing customer contract for that premises ends, but might not issue a notice that meets 10.29(b) until they detect an increase in consumption indicating that new residential consumers may have moved in.

Example 2

A retailer waits to issue a notice that meets both paragraphs 10.29(a) and (b) once consumption data indicates new residential consumers have moved in.

10.31. Any notice(s) must:

- (a) be issued in writing and delivered (by post, courier or in-person) to the uncontracted premises
- (b) include information of how to contact the retailer.

10.32. These notification requirements do not apply if the retailer disconnects the premises within 48 hours of a customer vacating the premises, or if the retailer can monitor half-hour metered consumption data for that premise and usage indicates that there is no one residing at the premises.

Ensuring safe disconnection

10.33. The same requirements for ensuring safe disconnection of customers also apply to uncontracted premises (see paragraphs 10.19 to 10.21 above).⁶⁰

10.34. In addition, if the retailer has been notified that a medically dependent consumer may be residing at the uncontracted premises, it must use best endeavours to encourage sign-up. If those attempts are unsuccessful, the retailer must use best endeavours to ensure that disconnection occurs in a way that does not endanger their wellbeing. This may require ensuring there is appropriate support available to the residents at the premises at the time of disconnection, should urgent medical attention be needed.

Prepay customer disconnection and reconnection

Disconnection

10.35. A retailer must ensure a prepay customer is not electrically disconnected for running out of credit, unless:⁶¹

- (a) the disconnection meets the above requirements for ensuring safe disconnection (see paragraphs 10.19 to 10.21)
- (b) the expiry of credit relates solely to electricity supply (not bundled services)
- (c) either the customer has not disputed the charges or, if the customer has raised a dispute, they have not paid all other electricity charges or part charges that are not disputed (you must credit payments to undisputed electricity charges first, with customer agreement).

⁶¹ Clause 44, Schedule 11A.1 of the Code.

Minimum expectations for disconnection of Prepay customers

- Time disconnections to protect customer wellbeing.
- Verify the system can safely disconnect and reconnect.
- Limit disconnections to lack of credit for electricity supply only.
- Address all disputes properly before disconnection.

Reconnection

- 10.36. Retailers must reconnect a prepay customer as soon as reasonably practicable after they complete their credit purchase.⁶²
- 10.37. Retailers must reconnect a prepay customer within 30 minutes of the credit purchase, unless:
- (a) remote reconnection fails due to connectivity issues and requires a technician visit
 - (b) system issues prevent immediate reconnection
 - (c) the retailer is waiting for customer confirmation that their premises can be safely reconnected.

Minimum expectations for reconnection of prepay customers

- Complete reconnection within 30 minutes of credit purchase.
- Notify customers immediately about any technical issues preventing rapid reconnection.
- Implement backup procedures for failed automatic reconnections.
- Provide clear instructions on how customers can confirm their premises are ready for safe reconnection.

⁶² Clause 45, Schedule 11A.1 of the Obligations.

Summary of key retailer responsibilities – Part 7

Responsibility	Action
Preventing unnecessary disconnections	Use disconnection only as a last resort after making at least 5 contact attempts and issuing proper notices.
Disconnection notices	Issue at least two disconnection notices that outline reasons, financial support options, retailer contact details and steps to avoid disconnection.
Medical dependency protection	Do not disconnect premises where medically dependent consumers reside and verify status before any disconnection.
Disconnection timing	Do not disconnect on Fridays, weekends, public holidays, or during severe weather, and provide clear information in all notices.
Estimated readings	Ensure the conditions related to invoices containing estimated readings are met before progressing with disconnection.
Uncontracted premises	Give at least 7 days' notice before disconnecting uncontracted premises unless specific exceptions apply.
Reconnection after payment	Reconnect as soon as reasonably practicable after payment or when requirements are met.
Immediate reconnection cases	Reconnect immediately and at no cost if disconnection was inadvertent or affected a medically dependent consumer.
Post-disconnection support	Remain responsive and proactively contact disconnected customers to offer assistance with reconnection.
Prepay requirements	Only disconnect prepay customers if safe to do so and reconnect within 30 minutes of credit purchase unless technical issues exist.

11. Part 8: Obligations in relation to medically dependent consumers

Purpose

11.1. This section of the guidance outlines retailer's requirements under Part 8 of the Obligations. Part 8 outlines the obligations of retailers and distributors in relation to medically dependent consumers. The objective is to ensure that medically dependent consumers are not disconnected by their retailer and receive appropriate care and consideration in relation to planned and unplanned outages.

Key requirements

Identifying medically dependent consumers

- 11.2. Some requirements in the Obligations are engaged when a retailer 'knows' that a medically dependent consumer may be residing at a customer's residential premises. This will be the case when a retailer:⁶³
- (a) **records medically dependent consumer status:** the retailer has recorded that the customer, or any other residential consumer who permanently or temporarily resides at the premises, has medically dependent consumer status
 - (b) **becomes aware of information about potential medically dependent consumers:** the retailer becomes aware of information that reasonably suggests that a medically dependent consumer may reside at the premises
 - (c) **receives an application for medically dependent consumer status:** the retailer has received an application for medically dependent consumer status (in any form), even if they have not yet decided on the application.
- 11.3. Every retailer must ask customers for information to identify any medically dependent consumers who may be residing at the customer's premises when:⁶⁴
- (a) first signing up a customer
 - (b) contacting customers annually
 - (c) communicating with a customer who may be experiencing payment difficulties
- 11.4. Retailers must also use best endeavours to satisfy itself that no medically dependent consumer resides at a customer's premises before disconnecting that premise under part 7 of the Obligations (see paragraph 10.14).
- 11.5. If a retailer becomes aware of information that reasonably indicates a medically dependent consumer may reside at a customer's premises (for example, when making the enquiries above), the retailer must:
- (a) request that person's name and, for people who are not customers themselves, their communication information (the information discussed at paragraphs 7.4 to 7.5 of this guidance)
 - (b) as soon as practicable request that they apply for medically dependent consumer status, advising them that if the retailer does not receive an application within a certain

⁶³ Clause 46(2), Schedule 11A.1 of the Code.

⁶⁴ Clause 47, Schedule 11A.1 of the Code.

timeframe (at least 21 business days), the retailer may decide to no longer regard that person as someone who may be a medically dependent consumer

- (c) treat that person as if they are a medically dependent consumer at least until the timeframe given under subparagraph (b) expires.

11.6. A retailer does not need to request an application for medically dependent consumer status if they decide to record that person as having medically dependent consumer status without an application. Medically dependent consumer status can be reviewed, see guidance below.

Minimum expectations for identification

- Identify a customer as potentially medically dependent when they apply for medically dependent consumer status or when information received suggests a medically dependent consumer may reside at the premises.
- Request application for medically dependent consumer status as soon as practicable.
- Advise customers to provide the application within 21 business days and treat them as if they are medically dependent consumers until then.

Advising customers on individual emergency response plans

11.7. Retailers must provide emergency response plan advice as soon as they know that a customer or residential consumer may be a medically dependent consumer.⁶⁵

11.8. When advising consumers who may be medically dependent about the need for an emergency response plan, retailers must:

- (a) clearly communicate that electricity supply cannot be guaranteed, even for premises with medically dependent consumers
- (b) emphasise the importance of arranging for the development of an individual emergency response plan
- (c) direct them to the Authority's website, where resources to support the development of an individual emergency response plan will be available⁶⁶.

Information sharing with industry participants

11.9. Retailers must share medically dependent consumer information with distributors, metering equipment providers, and traders as required to ensure the identification by all relevant participants of residences where disconnection may have significant consequences.

11.10. The retailer must notify the relevant distributor as soon as practicable of:⁶⁷

- (a) any application received for medically dependent consumer status
- (b) the retailer's decision on whether to record medically dependent consumer status
- (c) any subsequent changes in the consumer's medically dependent consumer status.

⁶⁵ Clause 58, Schedule 11A.1 of the Code.

⁶⁶ <https://www.ea.govt.nz/your-power/medically-dependent-consumers>

⁶⁷ Clause 51, Schedule 11A.1 of the Code.

A newly created exchange protocol: EIEP4A

- 11.11. Retailers must provide this information using EIEP4A: Medically Dependent Consumer Information, the electricity information exchange protocol prescribed by the Authority for this purpose.⁶⁸
- 11.12. EIEP4A aims to ensure that all distributors receive accurate medically dependent consumer information regularly, typically on a daily basis. This will benefit medically dependent consumers by ensuring all distributors have visibility of medically dependent consumers at an ICP level, regardless of whether they are responsible for notifying outages. Distributors will be able to use this information when planning and undertaking work on their network.
- 11.13. If the retailer is not the trader recorded in the registry as responsible for the consumer's ICP, it must notify the responsible trader using EIEP4A. The responsible trader will then notify the distributor.

Coordination with distributors

- 11.14. Retailers who notify distributors (that is retailers who are traders under the Code) must use reasonable endeavours to agree processes with those distributors to coordinate on planned service interruptions and electrical disconnections that will affect the retailer's medically dependent consumers.⁶⁹ Typically, this coordination is facilitated through participants' distributor agreements, ensuring that notifications about medically dependent consumers are appropriately managed.
- 11.15. Distributor agreements may provide for retailers to send customer information to distributors using EIEP4: Customer Information. When a distributor relies on this information to notify customers of outages, we expect retailers to provide this information at the same time as EIEP4A. This would include:
- (a) when a retailer receives a new application for medically dependent consumer status and
 - (b) whenever the information of medically dependent consumer records changes.

Good Practice: coordination for notifying medically dependent consumers in the event of a significant emergency

Under the Consumer Care Obligations, the coordination obligations are focused on planned service interruptions.

Distribution agreements address communication requirements for unplanned service interruptions and system emergency events, but these may not specifically address the needs of medically dependent consumers. In the event of a significant emergency—such as a major weather event, natural disaster, or widespread network failure—that goes beyond business-as-usual disruptions, we expect and encourage retailers and distributors to adopt a proactive, coordinated response in relation to medically dependent consumers. In such scenarios, retailers and distributors should **work together** to quickly identify, prioritise, and notify medically dependent consumers at risk.

⁶⁸ [Electricity Information Exchange Protocol 4A: Medically Dependent Consumer Information \(EIEP4A\)](#)

⁶⁹ Clause 60(1), Schedule 11A.1 of the Code.

Coordination with other retailers and metering equipment providers

- 11.16. Retailers who are not traders must use reasonable endeavours to agree processes with the responsible trader to coordinate on planned service interruptions and disconnections.⁷⁰
- 11.17. If a retailer authorises a metering equipment provider to undertake work at a customer's premises, the retailer must notify the metering equipment provider in advance if it knows a medically dependent consumer resides at the premises. These retailers must use reasonable endeavours to ensure their service level agreements prevent the metering equipment provider (having regard to any applicable health and safety requirements) from:⁷¹
- (a) disconnecting the retailer's customer without explicit instruction or agreement from the retailer
 - (b) as far as reasonably practicable, varying the date or materially varying the time of an agreed disconnection or reconnection.

Minimum expectations for information sharing

- **Timely and accurate data sharing:** Use the prescribed electricity information exchange protocol (EIEP4A) to share medically dependent consumer status updates typically daily, but no more than once a day.
- **Coordination with industry participants:** Work constructively with distributors, metering equipment providers, and responsible traders on planned service interruptions and disconnections that could impact medically dependent consumers.
- **When it comes to distributors who notify customers directly, retailers should send the EIEP4A and EIEP4 at the same time.**

Recording medically dependent consumer status

- 11.18. Recording medically dependent consumer status means the retailer agrees to treat a person as medically dependent. A retailer can record that a customer or residential consumer residing with a customer has medically dependent consumer status at any time, having regard to any relevant information it has received.⁷² This includes when information is provided on request under paragraph 11.3, or when an application is received under paragraph 11.21.
- 11.19. Retailers do not need to obtain confirmation of medically dependent consumer status from a health practitioner before recording medically dependent consumer status, although they can require this if they want to, see guidance on this process below.
- 11.20. However, retailers **must** record medically dependent consumer status if they receive a valid confirmation of medically dependent consumer status form completed by a health practitioner with an appropriate scope of practice, which confirms the status of that person as medically dependent.

Applications for medically dependent consumer status

- 11.21. Retailers can receive applications for medically dependent consumer status in any form, including a verbal request for medically dependent consumer status via phone call or in-person, via email, or via completing any form the retailer provides for this purpose.

⁷⁰ Clause 61, Schedule 11A.1 of the Code.

⁷¹ Clause 60(2), Schedule 11A.1 of the Code.

⁷² Clause 49, Schedule 11A.1 of the Code.

11.22. On receipt of an application in any form, the retailer must:⁷³

- (a) record that the application has been received
- (b) inform the applicant that the retailer will record and hold relevant information relating to the application and share necessary information with other industry participants (see above)
- (c) treat the applicant as if they are a medically dependent consumer at least until the application is decided.

11.23. When considering an application, the retailer may:

- (a) if appropriate, take reasonable steps to confirm that the applicant resides at the customer's premises
- (b) ask for a confirmation of status form that must be completed by a health practitioner (see below).

11.24. If a retailer receives an application but it is not for a customer's premises, the retailer must as soon as practicable:⁷⁴

- (a) use reasonable endeavours to find out who the retailer is for that premises
- (b) inform the applicant (or the health practitioner, if they completed a confirmation of status form received by the retailer) that the retailer is not responsible for that premises, and the relevant retailer's details, if known
- (c) encourage the applicant to contact the responsible retailer as soon as practicable.

Confirmation of medically dependent consumer status

11.25. If a retailer requests confirmation from a health practitioner of the applicant's medical dependency, it must provide the applicant with the form that is prescribed by the Authority for this purpose. The form will be published on the Authority's website by 1 April⁷⁵. The form provides for independent health practitioner certification of a person as medically dependent on mains electricity. The form does not include any specific information about the applicant's health status. Instead, retailers rely on the clinical judgment of health practitioners about whether a person meets the definition of medically dependent consumer.

11.26. If a confirmation of status form is requested but is not received after at least 21 business days, the retailer must advise the applicant that:⁷⁶

- (a) they need to provide the form within 10 business days (or provide a different timeframe that is longer)
- (b) the retailer may decline the application if they do not receive the form within that timeframe
- (c) the applicant should contact the retailer as soon as practicable if they are unable to provide a form within that timeframe.

11.27. When a confirmation of status form is received, the retailer must record:⁷⁷

- (a) when it was received and the date the form was completed by a health practitioner

⁷³ Clause 50(1), Schedule 11A.1 of the Code.

⁷⁴ Clause 50(2), Schedule 11A.1 of the Code.

⁷⁵ <https://www.ea.govt.nz/your-power/medically-dependent-consumers/>

⁷⁶ Clause 53(2), Schedule 11A.1 of the Code.

⁷⁷ Clause 53(1), Schedule 11A.1 of the Code.

- (b) the name of the health practitioner who completed the form
 - (c) the timeframe for the medically dependent consumer status if provided on the form.
- 11.28. If the applicant authorises it, a retailer may request the confirmation of status form directly from the health practitioner who completed the form.⁷⁸
- 11.29. If the retailer is concerned that a provided confirmation of status form is not valid, it must take reasonable steps to confirm the validity of the form prior to declining the application.⁷⁹ This could include contacting the health practitioner to confirm they have certified the consumer as medically dependent in accordance with the definition of medical dependent consumer and any applicable guidance.

Declining applications for medically dependent consumer status

- 11.30. A retailer may decline an application for medically dependent consumer status only if:
- (a) the retailer has requested, and does not receive a valid confirmation of status form after following the steps above
 - (b) the retailer is satisfied that the applicant does not reside at a customer's premises, or
 - (c) the applicant does not respond to questions from the retailer within a period of at least 21 business days.
- 11.31. If the retailer declines an application, they must notify the applicant as soon as possible of the decision and advise them of:
- (a) the process to reapply for medically dependent consumer status, and
 - (b) the applicable dispute resolution process, including the retailer's internal dispute resolution process and the dispute resolution scheme operated by UDL.
- 11.32. If a complaint is made, and the declined applicant is engaging with the process in good faith, the retailer must treat them as if they are a medically dependent consumer while the dispute is unresolved.

Minimum expectations for processing medically dependent consumer applications

- Record applications for medically dependent consumer status as soon as practicable upon receipt of applications.
- Advise applicants that their information will be shared with relevant parties (distributors, metering providers).
- Provide prescribed confirmation of status forms when requesting verification.
- Retain all medically dependent consumer records as required by the Code.
- Notify applicants of decisions and inform them of reapplication and dispute processes.
- Continue treating customers as medically dependent consumers during any good faith disputes about their status through internal or external dispute resolution processes.

⁷⁸ Clause 53(3), Schedule 11A.1 of the Code.

⁷⁹ Clause 54(2), Schedule 11A.1 of the Code.

Reviewing and maintaining medically dependent consumer status

- 11.33. Retailers must not impose unnecessary burdens by requiring frequent reconfirmations. The Obligations allow for annual reviews of medically dependent consumer status. The same requirements for medically dependent consumer applications and declines apply to medically dependent consumer reviews, with necessary modifications.
- 11.34. When reviewing medically dependent consumer status retailers:
- must ask the medically dependent consumer to confirm if the information recorded remains correct
 - may ask the medically dependent consumer to provide a reconfirmation form
 - must give them an opportunity to provide any further information regarding their continued medically dependent consumer status.
- 11.35. If a retailer requests a new reconfirmation form, but an earlier confirmation or reconfirmation form remains valid (either because it has not expired yet, or did not have an expiry date because the medical dependency was considered permanent), the retailer must cover the reasonable costs of obtaining that new form. This will not be required if the reconfirmation form provided is not valid.
- 11.36. If a retailer decides the consumer should no longer be recorded as a medically dependent consumer, the retailer must provide at least two weeks' notice before removing medically dependent consumer status.

Minimum expectations for reviewing medically dependent consumer status

- Limit reviews of medically dependent consumer status to no more than once every 12 months unless new information suggests a change in status.
- Provide customers with an opportunity to submit additional information regarding their continuing medically dependent consumer status during reviews.
- Give at least 2 weeks' notice before removing medically dependent consumer status following a review.

Prepay product offerings

- 11.37. Retailers must not recommend a prepay product for any residential premises if the retailer knows a medically dependent consumer may permanently or temporarily reside at the premises.⁸⁰
- 11.38. If a customer or residential consumer requests a prepay product offering for premises where a medically dependent consumer may reside, the retailer must:
- use best endeavours to encourage the customer to choose a post-pay product offering
 - encourage engagement with support agencies that could assist them in meeting requirements for a post-pay contract
 - advise that any medically dependent consumers should first discuss the prepay offering with a qualified health practitioner
 - clearly inform the customer and any medically dependent consumers of the risk of electricity supply interruption if prepay credit expires.

⁸⁰ Clause 59, Schedule 11A.1 of the Code.

Minimum expectations for Prepay product offerings

- Do not recommend prepay products for premises where a medically dependent consumer may reside.
- Encourage post-pay offerings when customers request prepay options.
- Advise customers to consult with health practitioners before choosing prepay options.
- Clearly communicate the risks of electricity supply disconnection if credit expires.
- Encourage engagement with support agencies to help customers qualify for post-pay contracts.

Contacting an alternate contact person

- 11.39. If a medically dependent consumer has nominated an alternate contact person, the retailer may contact that alternate contact if the retailer is unable to contact the residential consumer.⁸¹
- 11.40. Retailers may already have existing processes in place for recording alternate contacts or other authorised persons who they can contact on a medically dependent consumer's behalf. These arrangements would meet the 'alternative contact' definition in the Code provided the retailer has, as a minimum, authority from the medically dependent person to contact an alternative person and any alternative contact person is independent from the retailer.
- 11.41. For example, if a medically dependent consumer lives with a customer, the retailer may already have an authorisation from the medically dependent consumer to treat the customer as the medically dependent consumer's alternate (or even primary) contact.⁸² If the medically dependent person has authorised an alternative person to perform a broader role (for example the authorisation extend to discussing the medically dependent person's health status), the retailer should ensure it obtains and records the medically dependent consumer's explicit authorisation.
- 11.42. Retailers must document all contact attempts and ensure compliance with privacy obligations when engaging with alternate contacts.

Training and compliance

- 11.43. The Authority expects retailers to:
- (a) train staff on medically dependent consumer identification and support procedures
 - (b) provide clear guidance on medically dependent consumer rights and available support options to all customer service representatives
 - (c) regularly update customer records to ensure medically dependent consumer protections are applied correctly
 - (d) monitor compliance to prevent unnecessary disconnections.

⁸¹ Clause 62 of the Obligations.

⁸² See definition of alternate contact person in clause 11A.2 of the Code.

Summary of key retailer responsibilities – Part 8

Responsibility	Action
Identifying medically dependent consumers	Maintain a process for identifying, recording and, if needed, verifying medically dependent consumer status, ensuring all relevant customers are protected.
Emergency response planning	Provide clear advice that electricity supply cannot be guaranteed and emphasise the importance of emergency planning including the availability of, and how to access, resources developed by the Authority.
Information sharing	Share medically dependent consumer information with distributors and metering providers as soon as practicable and use appropriate protocols.
Reviewing medically dependent consumer Status	Conduct reviews no more than once per year, ensuring customers are not unnecessarily burdened.
Preventing disconnection	Ensure medically dependent consumers are not disconnected for non-payment.
Managing prepay	Never recommend prepay products for premises where medically dependent consumers reside. If a customer requests a pre-pay product for a home where a medically dependent consumer resides, use best endeavours to encourage the customer to choose a post pay contract.
Training and compliance	Train staff, maintain records, and ensure compliance with medically dependent consumer obligations.

12. Part 9: Fees and bonds

Purpose

12.1. This section of the guidance outlines the requirements of Part 9 of the Obligations. Part 9 aims to ensure retailers' fees, bonds, and conditional discounts are reasonable, cost-reflective and transparent.

Key requirements

Upfront information

- 12.2. Retailers must clearly provide clear, upfront information on all applicable fees, conditional discounts and bonds, before they are applied, ensuring full customer awareness.⁸³ This includes:
- (a) A comprehensive list of all fees, conditional discounts, and bonds applicable to each product offering and pricing plan.
 - (b) If a method or calculation is used to determine a fee, clear disclosure of that method and a maximum limit where possible.⁸⁴
- 12.3. A retailer must not charge a fee unless the customer has first been made aware of the amount and reason for the fee.⁸⁵

Good Practice

- Clearly list all fees in contracts, invoices, and on your website in an accessible format.
- Provide a detailed breakdown of what each fee covers upon request.
- Ensure customers receive fee information before they enter into a contract and again when a fee applies.
- If fees involve third-party costs, retailers to disclose how those costs are determined.

Setting fees

- 12.4. Fees must not exceed reasonable estimates of the actual costs the fee relates to. Fees must otherwise be reasonable taking into account the need to strike an appropriate balance between precision and administrative and practical efficiency.
- 12.5. Fees must not include costs from unrelated activities, including past financial under-recoveries or anticipated future costs.⁸⁶ Fees must not include profit generation.
- 12.6. These obligations apply to all fees charged by retailers to residential customers in connection with the supply of electricity. It covers fees related to service provision, including disconnection or reconnection fees and fixed-term contract termination fees. It does not apply to the electricity price (the rate which constitutes a pricing plan) or other charges such as interest charges; government-mandated charges, duties, taxes, or levies; and any fees charged by unrelated third parties (e.g., bank-imposed credit card fees).
- 12.7. Retailers will need to be able to demonstrate that their fees meet these requirements.

⁸³ Clause 65, Schedule 11A.1 of the Code.

⁸⁴ Clause 67, Schedule 11A.1 of the Code

⁸⁵ Clause 66, Schedule 11A.1 of the Code.

⁸⁶ Clause 68, Schedule 11A.1 of the Code

12.8. The table below outlines the principles which will support compliance with clause 68 and provide a foundation for reasonable fee-setting practices.

Principles to inform fee-setting practices

Principle	Action
1. Fees should recover no more than actual costs (at a maximum)	Fees must recover only the actual costs incurred relevant to the fee the services are charged for and cannot be used to generate a profit or recover unrelated costs.
2. Fees should be closely connected to the activity charged for	A retailer must ensure that the costs recovered are sufficiently close and relevant to the activity charged for.
3. Not all actual costs are reasonable	If costs, while actually incurred, are unusually high or relate to a step unreasonably taken or are not consistent with the standard of the service, they may be considered unreasonable.
4. Fees should not be used as a penalty or to deter conduct	Fees should not be used as a penalty or to deter customer conduct. Fees must be a genuine estimate of costs incurred.
5. Retailers may average costs for appropriate groups	Fees may be grouped to reflect average costs for similar services, provided the group is so similar in nature it is likely to attract the same type and level of costs.
6. Costs may be estimated	Any fee charged must not exceed reasonable estimates of the actual costs the fee is identified as contributing to. Estimated costs should be as accurate as possible, taking account of both past experience and likely future costs.
7. Fees must be justifiable	Retailers should be able to substantiate their fees with clear documentation and cost breakdowns. Cost calculations should follow standard accounting principles, supporting accountability and regulatory oversight. All closely related costs should be identified and, where necessary, appropriately apportioned.

Offering conditional discounts

12.9. Conditional discounts are discounts offered to customers who satisfy a condition that relates to the timing or method of payment or delivery of an invoice. It includes prompt payment discounts, discounts offered for using different payment methods such as direct debit, and discounts offered for choosing online bills over posted bills.

12.10. Conditional discounts must reflect a reasonable estimate of cost savings to the retailer.

Charging bonds

12.11. Any bond amount must be reasonable, taking into account the expected invoice amount for one billing cycle.

12.12. Bonds must be refunded no later than after 12 months of on-time payments.

Good Practice

- Offer instalment options for bond payments.
- Automatically refund bonds once eligibility conditions are met.

Summary of Key Retailer Responsibilities – Part 9

Responsibility	Action
Disclosure	Retailers must clearly disclose all fees, conditional discounts and bonds and, if applicable how they are calculated.
Awareness	Retailers must ensure customers are aware of fees before they are applied.
Reasonable fees	To ensure fees are reasonable, fee setting should be informed by the principles outlined in this section.
Conditional discounts	Must reflect actual costs savings and be transparently communicated.
Bond limits	Bonds must be reasonable and linked to expected invoice amounts.
Bond refunds	Must be refunded automatically after 12 months of on-time payments.

Appendix A consumer

Notify disconnection of medically dependent



Information Provision

Hi User

[Make a submission](#) / Notify disconnection of medically dependent consumer

Save progress

Notify disconnection of medically dependent consumer

Under the Consumer Care Obligations, a retailer must not electrically disconnect a post-pay customer's premises at which the retailer knows a medically dependent consumer may be permanently or temporarily residing.

The retailer must notify the Authority in the prescribed form as soon as it becomes aware of any electrical disconnection which has resulted in such a person being without electricity. This form is to be used to make this notification. The Authority will use this information to monitor compliance with the Obligations.

See clause 37 of the Consumer Care Obligations (Electricity Industry Participation Code 2010, Schedule 11A.1).

Event information

Notifying retailer

If the retailer is not in the list above please state retailer name here

ICP number

Network area

Date of the disconnection

Time of the disconnection

Date of the reconnection

Time of reconnection

1/2


Reason for disconnection

A

Actions taken so far post-disconnection 

A

Any other relevant information




Retailer contact information Please provide contact information of the appropriate person for the Authority to discuss this matter.

Name



Title



Phone number



Email



Cancel

Send to the Authority 



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REGISTRATION NUMBER: 13020000 0201 AM | TEL: 13000000 0200

Te Kāwanatanga o Aotearoa
New Zealand Government

Appendix B Reasonable fees - principles in action

B.1. Fees charged by a retailer must be reasonable as required under clause 68, Schedule 11A.1 of the Code. This Guidance outlines principles to support compliance with clause 68. How these principles should be applied in practice is set out below. We have provided some hypothetical examples to help illustrate both acceptable and unacceptable practices. We acknowledge fee-setting inputs and methodologies will be more complex in practice.

Principles 1 and 2: fees must recover no more than actual costs and be closely connected to the activity charged for

- B.2. At their maximum, fees should only recover the actual costs a retailer incurs to provide a good or service. Fees must not include profit generation.
- B.3. Fees must directly relate to the specific activity for which they are charged and should not include costs from unrelated activities, including past financial under-recoveries or anticipated future costs.
- B.4. This principle helps to ensure a fair marketplace and helps to avoid inadvertent cross-subsidisation. Costs may include:
- (a) expenses directly tied to the provision of an activity, such as installing and maintaining smart meters or customer interactions (referred to as variable costs or direct costs);
 - (b) overhead costs that support the activity being delivered, but aren't directly related, such as office rent, IT systems, or administrative staff salaries (referred to as fixed costs or indirect costs) **but only where:**
 - (i) the retailer can establish a sufficiently close connection to the activity being charged for; and
 - (ii) an appropriate apportionment is made.
- B.5. Examples of general costs that should not be recovered (as will not be activity-specific) include marketing and advertising costs, bad debt write offs, cost of capital or costs relating to the retailers funding arrangements and operating structures.

Examples of Principle 1 and 2

Example 1 - acceptable practice:

Retailer A charges a fee of \$75 for an in-person disconnection service. The fee covers:

- the direct cost of a technician visiting the site (\$50),
- administrative processing of the disconnection order (\$15),
- an appropriate portion of shared overhead costs, such as customer service and operational support that have a close connection to the disconnection activity (\$10).

This fee is based on direct costs as well as an appropriate apportionment of closely connected fixed or indirect costs. Both are reasonable and have been justified through adequate documentation. This fee complies with clause 68 of the Obligations.

Example 2 – unacceptable practice:

Retailer B charges their customers \$150 for their electricity to be reconnected following being disconnected for non-payment. A breakdown of the costs shows:

- the direct cost of a technician visiting the site is \$60,
- administrative processing of the reconnection cost is \$20,
- the remaining \$70 is used to cover a portion of the retailer's annual marketing expenses.

This fee would not comply with clause 68 of the Obligation as it includes costs not closely linked to the reconnection service and goes beyond cost recovery.

Example 3 - unacceptable practice:

Retailer C charges a flat fee of \$100 for a meter reading, which includes a \$30 'contingency fund' for future equipment upgrades. This violates Principle 2 as it covers future speculative costs rather than costs closely connected to the service provided. This fee would not comply with clause 68.

Principles 3 and 4: not all actual costs are reasonable and fees should not be used as a penalty or for deterrence

- B.6. Fees that are reflective of costs incurred and closely related to the relevant activity may still be unreasonable if the costs are unreasonably high.
- B.7. Fees may be unreasonably high if:
 - (a) retailers include costs which are significantly higher than industry norms,
 - (b) retailers use inefficient business models that unnecessarily increase costs,
 - (c) retailers include costs that are not necessary or do not reflect the quality or scope of the good or service.
- B.8. While consistency with commercial norms may assist in identifying whether actual costs are reasonable, the retailer's own costs remain the critical consideration.
- B.9. Deterrent fees, or fees that exceed actual costs to discourage certain behaviours, are not permissible. Fees must reflect actual costs and be closely connected with the activity the fee relates to.

Examples of Principles 3 and 4

Example 1 - acceptable practice:

Retailer D charges a \$10 flat-rate late payment fee to customers who don't pay their bills on time, regardless of how late they pay or how the retailer communicates with them. In addition to this fee, their outstanding bill will start to accumulate interest which the retailer will also pass on to the customer. The late-payment fee includes:

- Staff time for issuing late payment notices (\$5),
- IT systems cost for tracking late payments (\$3),
- Hard-copy letters being sent to late-paying customers who need to be contacted by post (\$2).

Assuming staff and IT costs are closely connected and appropriately apportioned, this fee would comply with clause 68, as it includes reasonable and justifiable direct and indirect costs which are directly associated with late payments. Note that the \$2 fee for sending a letter would be unreasonable if it was estimated for all late-paying customers but was not sent in all cases.

Example 2 – unacceptable practice:

Retailer E charges a \$50 late payment fee. A cost analysis shows the administrative cost of handling late payments is only \$8, and the rest is added to discourage late payments. This is an unreasonable fee, as it exceeds the actual cost and includes an unjustified penalty. This fee would not comply with clause 68.

Principles 5: estimated fees

- B.10. Retailers may need to estimate costs in order to give advance notice of fees. While exact precision is not required for estimated fees, the retailer should make reasonable efforts to ensure the estimated fees are as accurate as possible. It remains important to ensure estimated costs are closely connected with the activity. Costs should also be appropriately apportioned using a documented and reasoned approach.
- B.11. Estimated costs should be based on past experience (where applicable) and should use a forward-looking approach to reflect likely future costs. Where there is no past cost data, a greater degree of activity specific estimation is required.
- B.12. Estimated costs should be regularly reviewed against actual costs. This is to ensure the fees charged only recover activity-specific costs and are not unreasonable.

Principle 6: fees may be grouped to reflect average costs

- B.13. Retailers may group fees where appropriate to reflect average costs for similar services. This allows for administrative simplicity without compromising reasonableness.
- B.14. A group or class should be similar enough to attract the same type and level of costs. If there are distinct variations in costs within a group, consideration should be given to creating different groups or classes.
- B.15. Appropriate groupings may include remote disconnection fees, rural in-person disconnection fees, urban in-person connection fees etc.
- B.16. Grouping fees should avoid overcharging a particular group of customers, particularly by applying uniform charges when costs vary significantly between different customer segments.
- B.17. Retailers must not charge fees that recover costs not yet incurred. Any shared costs included in fee structures must be proportioned fairly and efficiently to the relevant transactions.

Examples of Principle 5 – fees must be appropriately grouped

Example 1 – acceptable practice:

Retailer K groups manual 'in-person' disconnection fees for urban and rural customers separately based on average costs for disconnecting customers in each group. The fees are estimated based on past experiences but include a maximum cap to ensure they remain reasonable if further costs arise unexpectedly. They charge a disconnection fee of \$50 for urban customers, and \$100 for rural customers due to the increased costs involved in servicing rural areas. This segmentation reflects the different costs incurred for each customer group and ensures that fees are proportionate to the service provided.

These fees would comply with clause 68 of the Obligations.

Example 2 – unacceptable practice:

Retailer M bundles multiple service fees (such as disconnection, reconnection, and meter reading) into a single service management fee of \$200. However, the actual cost of each service varies widely, and customers who only require one service are overcharged for the others. This failure to group fees appropriately violates the principle of fair and efficient cost allocation.

Principle 7: fees must be justifiable

- B.18. Retailers must be able to justify any fee they charge by accurately demonstrating how the fee was calculated and ensuring it is based on either actual costs incurred or reasonably estimated costs.
- B.19. Cost calculations should follow standard accounting principles, supporting accountability and regulatory oversight. All closely related costs should be identified and, where necessary, appropriately apportioned.
- B.20. Where a retailer sets its fees in advance by estimating costs, it should apportion costs using a consistent, robust and reasoned approach which is well documented.
- B.21. Retailers should maintain clear documentation that supports the fee structure, providing transparency and accountability for their fee-setting practices. They should be able to record and explain:
 - (a) costs associated with the matter giving rise to the fee and explain the connection,
 - (b) provide the basis for determining the total amount of the closely related costs, including information the retailer has used to make any forward-looking estimates.
- B.22. If the Authority requests, the retailer should provide enough information for the Authority to understand and assess whether the:
 - (a) basis or method for setting the fee is appropriate; and
 - (b) fees are reasonably costed.
- B.23. Where a retailer sets fees by identifying and apportioning costs using a documented, consistent and reasoned approach, referencing generally accepted principles of activity-based accounting, its approach is likely to be reasonable.