

## Appendix A Proposed Code amendment

### Electricity Industry Participation Code 2010

#### Part 11A

#### Consumer Care

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##### Schedule 11A.1

##### Consumer Care Obligations

###### *Purpose and interpretation*

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

The purpose of this Part is to protect the interests of domestic consumers in relation to the supply of **electricity** to those consumers, and to otherwise promote the **Authority's** main objective in section 15 of the **Act**, by imposing a set of minimum standards on **retailers** requiring them to:

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

##### 11A.2 Interpretation

In this Part, unless the context otherwise requires, —

**alternate contact person** means any person authorised by a customer, or by a medically dependent consumer who permanently or temporarily resides at a customer's premises, to operate as either the primary contact person for the customer or the medically dependent

consumer or as an alternate contact person if a **retailer** is unable to contact the customer or medically dependent consumer, provided any alternate contact person is independent of the customer's **retailer**

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

**conditional discount** means the amount by which a price payable by a customer is reduced, or would be reduced, as a consequence of the customer satisfying a payment condition

**confirmation of status form** means a form, which may be in the **prescribed form**, completed by a health practitioner with an appropriate scope of practice, which confirms the status of a person as a medically dependent consumer

**Consumer Care Obligations** means the obligations set out in Schedule 11A.1

**consumer care policy** is the policy a **retailer** is required to **publish** under clause 3(1) of Schedule 11A.1

**customer** means a residential consumer who has entered into a contract with a **retailer** for the supply of **electricity** to the residential consumer's premises, where the **electricity** supplied is used fully or partly for residential purposes

**electricity plan comparison platform** means an electricity plan comparison website or other platform prescribed by the **Authority** and **published** on the **Authority's** website

**fee** means an amount that a **retailer** charges a customer in connection with the supply of **electricity** other than a rate which constitutes a pricing plan, and includes a break fee for a fixed term contract or a fee for **electrical disconnection** or reconnection

**general practitioner** means a health practitioner holding vocational registration in general practice from the Medical Council of New Zealand

**health practitioner** has the meaning given to it by section 5 of the Health Practitioners Competence Assurance Act 2003

**invoice** means an invoice issued by a **retailer** to a post-pay customer in relation to the supply of **electricity** to that customer

**medically dependent consumer** means 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, including a residential consumer who depends on medical or other electrical equipment to support a medical treatment regime (which may include use of a microwave to heat fluids for renal dialysis and similar use of electrical equipment)

**payment condition** means a provision that relates to the timing or method of payment or delivery of an invoice

**payment options** means the payment methods and options offered by a **retailer** in relation to a product offering or contract

**payment plan** means an agreed plan between a **retailer** and a customer who is anticipating or experiencing payment difficulty, for payment in relation to the supply of **electricity** to that customer

**post-pay** means a product offering or contract where the **retailer** charges the customer for **electricity** after it has been consumed and includes pay-ahead plans, being pricing plans under which a customer can purchase an amount of **electricity** in advance with the **retailer** then managing under- and over-payments as required

**prepay** means a product offering or contract where the customer pays the **retailer** for **electricity** before the **electricity** is consumed, and the customer is **electrically disconnected** if the customer's pre-paid credit expires or any approved arrears limit is reached

**pricing plan** means the rate or rates charged for **electricity** supplied to the customer under their contract or offered as part of a product offering, and includes rates charged per kWh (such as night, daily, anytime rates), any fixed rates or fixed or variable charges (such as a daily fixed charge), as well as any costs related to the supply of **electricity** which are passed through to the customer

**product offering** means an offer for the supply of **electricity** at an **ICP** offered by a **retailer**

**reconfirmation form** means a form, which may be in the **prescribed form**, which a **retailer** may request to be completed by a health practitioner with an appropriate scope of practice, which reconfirms the status of a person as a medically dependent consumer

**reconnection** means an **electrical connection** following an **electrical disconnection**

**residential consumer** means a person who uses **electricity** in respect of residential premises

**residential premises** means any premises used or intended for occupation by any person as a place of residence

**support agency** means a government or non-government agency that provides assistance to low-income residential consumers or residential consumers facing payment difficulties, including agencies providing financial mentoring services or advice on the efficient use of **electricity**

**support person** means any person authorised by a customer, or by a medically dependent consumer who permanently or temporarily resides at a customer's premises, to assist the customer or medically dependent consumer with any issues related to the customer's **electricity** supply, provided any support person is independent of the customer's **retailer**

**uncontracted premises** means any residential premises at an **ICP** for which a **retailer** is recorded in the **registry** as accepting responsibility, but for which the **retailer** does not have, and as far as the **retailer** is aware no other **retailer** has, a contract with a customer

### *Application of the Consumer Care Obligations*

#### **11A.3 Participants subject to Consumer Care Obligations**

- (1) Every **retailer** who sells **electricity** to residential consumers must comply with the Consumer Care Obligations.
- (2) Every **distributor** must comply with clauses 42, 69 and 70 of the Consumer Care Obligations.

### *Reporting and record-keeping*

#### **11A.4 Retailer must report compliance with the Consumer Care Obligations**

- (1) 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 within three months of the end of that year.
- (2) Each compliance report must be in the **prescribed form** and contain the following information for the year in respect of which the compliance report is submitted:
  - (a) all versions of the **retailer's** consumer care policy which were in force at any time during that year;

- (b) a statement as to whether or not the **retailer** complied with all requirements in the Consumer Care Obligations during that year;
  - (c) a summary of any instances of non-compliance identified by the **retailer** and any remedial action taken; and
  - (d) any other information required by the **Authority**.
- (3) The **retailer** must take all practicable steps to ensure that the information contained in the compliance report is:
- (a) complete and accurate;
  - (b) not misleading or deceptive; and
  - (c) not likely to mislead or deceive.
- (4) Each compliance report must be accompanied by a 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.
- (5) If the **retailer** becomes aware that any information the **retailer** provided in the compliance report is not complete or accurate, is misleading or deceptive, or is likely to mislead or deceive, the **retailer** must as soon as practicable provide to the **Authority** such further information as is necessary to ensure that the information provided is complete and accurate, is not misleading or deceptive and is not likely to mislead or deceive, even if the certification under subclause (4) has previously been issued on reasonable grounds.
- (6) Notwithstanding anything else in this clause, a **retailer** is not required to include in the compliance report any information in respect of which the **retailer** claims legal professional privilege.
- (7) The **Authority** may **publish** any information submitted to it in a compliance report, and the certification provided under subclause (4).
- (8) For the avoidance of doubt, a **retailer** who sells **electricity** to residential consumers in the period between this clause coming into force and 30 June 2025 must submit a compliance report under subclause (1) covering at least that period within three months of 30 June 2025.

#### **11A.5 Retailers to provide certain information upon request**

Each **retailer** and **distributor** to whom clause 11A.3 applies must, if required to do so by the **Authority**, provide, within the timeframe specified by the **Authority**:

- (a) a description of the policies (other than a consumer care policy), procedures and processes the **retailer** or **distributor** has implemented for the purpose of complying with one or more of the Consumer Care Obligations; and
- (b) such other supporting evidence as the **Authority** may require.

#### **11A.6 Retention of records**

- (1) A **retailer** must ensure it maintains records of any activity regulated under the Consumer Care Obligations.
- (2) A **retailer** must retain records under subclause (1) for a period of five years from, as applicable:
  - (a) the date the relevant customer contract is terminated; or
  - (b) the date the uncontracted premises are disconnected.

#### **11A.7 Authority may require independent review**

The **Authority** may, at its discretion, require a review by an independent person of whether a **retailer** has complied with its obligations under clause 11A.4.

#### **11A.8 Nomination of independent person to undertake review**

- (1) If the **Authority** requires a review under clause 11A.7—
  - (a) the **Authority** must require the **retailer** to nominate an appropriate independent person to undertake the review; and
  - (b) the **retailer** must provide that nomination within a reasonable timeframe.
- (2) The **Authority** may direct the **retailer** to appoint the person nominated under subclause (1) or to nominate another person for approval.
- (3) If the **retailer** fails to nominate an appropriate person under subclause (1) within five **business days**, the **Authority** may direct the **retailer** to appoint a person of the **Authority's** choice.
- (4) The **retailer** must appoint a person to undertake the review in accordance with a direction made under subclause (2) or subclause (3).

#### **11A.9 Factors relevant to a direction under clause 11A.8**

- (1) In making a direction under clause 11A.8(2) or clause 11A.8(3), the **Authority** may have regard to any factors it considers relevant in the circumstances, including the following:
  - (a) the degree of independence between the **retailer** and the person nominated under clause 11A.8(1);
  - (b) the expected quality of the review; and
  - (c) the expected costs of the review.
- (2) For the purpose of subclause (1)(a), the **Authority** may have regard to the special definition of independent under clause 1.4 but is not bound by that definition.

#### **11A.10 Carrying out of review by independent person**

- (1) A **retailer** subject to a review under clause 11A.7 must, on request from the person undertaking the review, provide that person with such information as the person reasonably requires in order to carry out the review.
- (2) The **retailer** must provide the information no later than 10 **business days** after receiving a request from the person for the information.
- (3) The **retailer** must ensure that the person undertaking the review—
  - (a) produces a report on whether, in the opinion of that person, the **retailer** may not have complied with clause 11A.4; and
  - (b) submits the report to the **Authority** within the timeframe specified by the **Authority**.
- (4) The report produced under subclause (3)(a) must include any other information that the **Authority** may reasonably require.
- (5) Before the report is submitted to the **Authority**, any identified failure of the **retailer** to comply with clause 11A.4 must be referred back to the **retailer** for comment.
- (6) The comments of the **retailer** must be included in the report.
- (7) The **retailer** may require that the person undertaking the review does not provide the **Authority** with a copy of any information that the **retailer** has provided to the person in accordance with subclause (2).

#### **11A.11 Payment of review costs**

- (1) If a report received under clause 11A.10(3)(a) establishes, to the **Authority's** reasonable satisfaction, that the **retailer** may not have complied with clause 11A.4, the **retailer** must pay the costs of the person who undertook the review.
- (2) Despite subclause (1), if a report establishes, to the **Authority's** reasonable satisfaction that any non-compliance of the **retailer** is minor, the **Authority** may, at its discretion, determine the proportion of the person's costs that the **retailer** must pay, and the **retailer** must pay those costs.

- (3) If a report establishes to the **Authority's** reasonable satisfaction that the **retailer** has complied with clause 11A.4, the **Authority** must pay the person's costs.

## Schedule 11A.1

### Consumer Care Obligations

#### Part 1

#### Interpretation

##### 1 Interpretation

In the Consumer Care Obligations, words and phrases appear in bold to alert the reader to the fact that they are defined in clause 1.1 or 11A.2.

#### Part 2

#### Consumer Care Policy and related matters

##### 2 Purpose of this Part

This Part of the Consumer Care Obligations requires **retailers** to **publish** their **consumer care policy** and other information, and sets expectations as to **retailers'** communication with **customers** and **residential consumers**, in order to promote the purpose in clause 11A.1.

##### 3 Consumer care policy

- (1) Each **retailer** must develop and **publish** a **consumer care policy** which sets out the **retailer's** policies in relation to **residential consumer** care, including how the **retailer** meets each of the Consumer Care Obligations.
- (2) Without limiting subclause (1), the **consumer care policy** must explain, in clear and accessible language:
  - (a) that **electricity** supply makes an essential contribution to the wellbeing of **residential consumers**;
  - (b) that the **retailer** will work with its **customers** in a respectful, collaborative and constructive manner;
  - (c) that the **retailer** will communicate with its **customers** and other **residential consumers** it interacts with in a manner which is understandable, timely, clear and accessible;
  - (d) how the **retailer** will assist **customers** to understand the most suitable **pricing plan** for their circumstances;
  - (e) that a **customer** can request access to information about their consumption of **electricity** in accordance with this Code, including clause 11.32A, to help them make decisions about which **pricing plan** suits them;
  - (f) how the **retailer** will work with **customers** experiencing payment difficulties to resolve those payment difficulties as far as possible;
  - (g) how the **retailer** will work with **post-pay customers** experiencing payment difficulties to ensure that **electrical disconnection** is a measure of last resort; and
  - (h) how the **retailer** will reflect on any issues which arise in relation to **residential consumer** care and use those experiences to continually improve the extent to which its policies promote the purpose in clause 11A.1; and

- (i) the information required in relation to **fees, conditional discounts** and **bonds** under clause 75.
- (3) When developing its **consumer care policy**, a **retailer** must seek to avoid disparate outcomes arising from differences in language, ethnicity, educational achievement, culture, gender, disability, age, health, income and wealth.
- (4) A **retailer** must review, and if necessary update, its **consumer care policy** at least every two years.

#### **4 Communications with customers and residential consumers**

- (1) Each **retailer** must use reasonable endeavours to:
  - (a) work with its **customers** in a respectful, collaborative and constructive manner; and
  - (b) communicate with its **customers** and any other **residential consumers** it interacts with in a manner which is understandable, timely, clear and accessible.
- (2) Each **retailer** must use reasonable endeavours to adapt its communications based on the needs of the **customers** or **residential consumers** receiving them.

#### **5 Working with support agencies and health practitioners**

Each **retailer** must:

- (a) have in place processes for, where a **customer** may be experiencing payment difficulties, or where otherwise required by these Consumer Care Obligations:
  - (i) seeking that **customer's** consent to refer that **customer** to one or more **support agencies**; and
  - (ii) having obtained consent, referring that **customer** to the **support agency** or **agencies**, within five **business days**;
- (b) allow **customers** who may be experiencing payment difficulties a reasonable time to seek and receive assistance from one or more **support agencies** without facing any consequences from the **retailer**; and
- (c) use reasonable endeavours to work with **support agencies** and any **health practitioners** it liaises with in accordance with these Consumer Care Obligations in a cooperative, constructive and timely manner.

#### **6 Customer-facing website requirements**

- (1) Each **retailer** must clearly and prominently **publish** the following information in a dedicated section of their **customer-facing** website:
  - (a) a statement that the **retailer** has a **consumer care policy** which complies with the Consumer Care Obligations;
  - (b) the **retailer's consumer care policy** or a direct hyperlink to it;
  - (c) contact details for the individual or individuals within the **retailer's** organisation responsible for ensuring the **retailer's** compliance with the Consumer Care Obligations;
  - (d) a hyperlink to the page of the **Authority's** website prescribed for the purposes of this clause; and
  - (e) information, including hyperlinks to the websites and contact details of:
    - (i) one or more **support agencies** offering advice on the efficient use of **electricity**;
    - (ii) one or more **support agencies** offering financial mentoring services; and
    - (iii) the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**.

## Part 3

### Signing up customers and contract denials

#### 7 Purpose of this Part

This Part of the Consumer Care Obligations sets out requirements for **retailers** when signing up a **customer** or when a **residential consumer** enquiring with the **retailer** is denied a contract, for the purpose of ensuring **residential consumers** are fully informed before and after contracting with a **retailer** and that **residential consumers** who may be denied a contract are supported.

#### *Information to be provided prior to sign up*

#### 8 Information to be provided prior to sign up

- (1) Before signing up a **residential consumer** as a new **customer**, a **retailer** must ensure that either:
  - (a) in the course of an oral communication, that person receives:
    - (i) advice regarding the **retailer's** available **product offerings**, and related **pricing plans** and **payment options**; and
    - (ii) assistance to understand the most suitable **product offering** for that person, or as appropriate, any other **residential consumers** permanently or temporarily resident at their premises, any conditions the person must meet in order to obtain the greatest benefit from the **product offering** and the drawbacks of any particular **product offering**, including any **fees** the person may incur or **bonds** the person may be required to pay; or
  - (b) where that person is engaging with an online platform, that person has easy access to information about the **retailer's** available **product offerings**, and related **pricing plans** and **payment options**, any conditions which must be met in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular **product offering**, including any **fees** the person may incur or **bonds** the person may be required to pay.
- (2) A **retailer** must ensure that a **residential consumer** considering becoming a **customer** of that **retailer** has the opportunity to review the **retailer's** terms and conditions before agreeing to them.
- (3) A **retailer** must ensure that its terms and conditions are provided in plain English.

#### 9 Information to be provided before entering prepay contracts

Before a **retailer** enters into a new **prepay** contract, the **retailer** must confirm with the **residential consumer** seeking the contract that they are aware:

- (a) of any cost differential between **post-pay** and **prepay product offerings** offered by the **retailer** and related **pricing plans**, including but not limited to, **fees**, **bonds** and the cost of **electricity** purchased under each arrangement;
- (b) that when credit under a **prepay** contract reduces to zero or any approved arrears limit is reached, **electrical disconnection** will occur;
- (c) of the warnings the **customer** will receive prior to the credit for the **meter** expiring; and
- (d) of how to purchase additional or emergency credit under the **prepay** contract.



## *Considering and declining contracts*

### **10 Considerations for prospective customers**

When considering whether to enter into a **prepay** or **post-pay** contract with a **residential consumer** who has a poor credit record, the **retailer** must not decline to enter into a contract with that **residential consumer** before considering:

- (a) any relevant information provided by the person, which may include, for example:
  - (i) any engagement the person has had with **support agencies** to obtain assistance with the payment of **electricity** costs, of which the **retailer** is aware; and
  - (ii) if the person's poor credit record is the result of historical financial pressures, whether these pressures still impact the person; and
- (b) any other relevant information reasonably available to the **retailer**.

### **11 Declining to enter into a contract**

If a **retailer** decides not to enter into a **prepay** or **post-pay** contract with a **residential consumer** seeking such a contract, the **retailer** must:

- (a) provide the person with:
  - (i) information about one or more **electricity plan comparison platforms**; and
  - (ii) reasons for the **retailer's** decision and suggested actions which the person can take to reduce the risk of a **retailer** deciding not to enter into such a contract in future; and
- (b) if the person advises the **retailer** that they are having difficulty finding a **retailer** willing to enter into a contract with them, offer to provide the person with:
  - (i) information regarding one or more **support agencies** and an indication as to whether the **retailer** is willing to reconsider supplying the person after the person engages with that agency; and
  - (ii) advice regarding possible changes the person could make to facilitate finding a **retailer** willing to enter into a contract with them.

## *Information to be provided to new customers*

### **12 Information to be provided to new customers**

A **retailer** must advise any new **customer** of:

- (a) the existence of the **retailer's consumer care policy**; and
- (b) the **retailer's** commitment to offer support if the **customer** faces payment difficulties.

### **13 Process when invoice not paid**

A **retailer** must inform each new **post-pay customer** of the process that will be followed if an **invoice** is not paid when due and the **customer** does not engage with the **retailer** to resolve the payment issue.

## **Part 4**

### **Information and records relating to customer care**

### **14 Purpose of this Part**

This Part of the **Consumer Care Obligations** imposes obligations on **retailers** regarding the collection, recording, and use of information relating to customer care for the purpose of enabling **retailers** to proactively and effectively support their **customers**, including those who may experience payment difficulties.

## **15 Retailers to request communication and invoicing preferences from customers**

- (1) A **retailer** must request the following information relating to communication preferences from each **customer**:
  - (a) of the options offered by the **retailer**, the **customer's** two preferred communication channels;
  - (b) if one of the **customer's** preferred communication channels is by phone, the **customer's** preferred day or days of the week to be phoned by the **retailer** and the suitable times within those days;
  - (c) any information the **customer** wishes to provide regarding the **customer's** preferred language, or any other matters which may be relevant to engaging with that **customer**;
  - (d) whether the **customer** wishes to use an **alternate contact person** and, if so, the **alternate contact person's** contact details and preferred communication channels; and
  - (e) whether, and if so, when, the **customer** wishes to use a **support person** or **support agency**.
- (2) A **retailer** must request the following information relating to invoicing preferences from each **customer**:
  - (a) where the **retailer** offers more than one option, the **customer's** preferred invoicing frequency;
  - (b) where the **retailer** offers fixed payment dates, the **customer's** preferred day for receiving an **invoice** or making payments from their account; and
  - (c) of the options offered by the **retailer**, the **customer's** preferred means of receiving their **invoice**.
- (3) Whenever a **customer** provides the information specified in subclauses (1) or (2), the **retailer** must use the **customer's** information to inform the **retailer's** communication and invoicing practices with that **customer** to the extent reasonably possible.

## **16 Retailers to record and use information relating to customers' potential to experience payment difficulties and risk of harm from difficulty accessing electricity**

- (1) A **retailer** must:
  - (a) record relevant information of which it becomes aware about a **customer's** potential to experience payment difficulties and the risk of harm arising from difficulty accessing **electricity** (including **electrical disconnection**); and
  - (b) use the information recorded under subclause (a) as appropriate in accordance with these **Consumer Care Obligations**.
- (2) The following information may be recorded and used under subclause (1):
  - (a) any information relevant to the matters listed in clause 25(2);
  - (b) whether the **customer** perceives they are at increased risk of harm due to difficulty accessing **electricity** (including **electrical disconnection**); and
  - (c) any other information the **retailer** reasonably considers relates to a **customer's** potential to experience payment difficulties and the risk of harm to the **customer** arising from difficulty accessing **electricity** (including by **electrical disconnection**).

### *Alternate contact persons*

## **17 Alternate contact person**

- (1) If a **customer** nominates an **alternate contact person**, the **retailer** must:
  - (a) confirm whether the **customer** authorises the **retailer** to:
    - (i) liaise directly with the **alternate contact person** rather than the **customer**; or
    - (ii) contact the **alternate contact person** only if the **customer** does not respond to communication attempts by the **retailer** within the **retailer's** standard timeframes or

- within the period specified by the **customer** as needing to elapse before the **retailer** may contact the **alternate contact person**; and
- (b) only engage with the **alternate contact person** in accordance with the authorisation given under paragraph (a).
  - (2) When engaging with a nominated **alternate contact person** for the first time, the **retailer** must seek their consent to act as an **alternate contact person**.
  - (3) If at any time a **customer's** nominated **alternate contact person** advises the **retailer** that they no longer agree to act in that capacity, the **retailer** must record that information and, when liaising with the **customer** for the first time after being so advised by the nominated **alternate contact person**, notify the **customer**.
  - (4) If a **customer** nominates an **alternate contact person**, where these **Consumer Care Obligations** refer to the **retailer** contacting a **customer**, the **retailer** must instead contact the **alternate contact person** if doing so is consistent with the **customer's** instructions.

## Part 5 Business-as-usual account management

### 18 Purpose of this Part

This Part of the **Consumer Care Obligations** imposes obligations on **retailers** regarding business-as-usual account management for the purpose of ensuring that **customers** remain informed and setting minimum timeframes for payment of invoices.

### 19 Retailers to contact customers at least annually

At least once a year, a **retailer** must contact each of its **customers** to:

- (a) advise the **customer** that they can request access to information about their consumption of **electricity** in accordance with this Code, including clause 11.32A ;
- (b) advise the **customer** of the existence of the **retailer's consumer care policy** and provide a copy of the **consumer care policy** or a direct hyperlink to it; and
- (c) ask the **customer** to confirm the **customer's** information, as recorded by the **retailer** in accordance with Part 4 and Part 8 of the **Consumer Care Obligations**, remains accurate.

### 20 Retailers to provide further information prior to customers making changes

If a **customer** enquires with the **retailer** about changing a **pricing plan** or signing up to a different **product offering**, before making any change the **retailer** must:

- (a) advise the **customer** of the **retailer's** available **product offerings**, and related **pricing plans** and **payment options**;
- (b) use reasonable endeavours to assist the **customer** in understanding the most suitable option for the **customer**, or, as appropriate, any other **residential consumers** permanently or temporarily resident at the **customer's** premises, any conditions the person must meet in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular option including any **fees** the person may incur; and
- (c) provide information about one or more **electricity plan comparison platforms**.

*Account management for post-pay customers*

**21 Retailers to use meter readings for invoicing**

A **retailer** must use **meter readings** and not **estimated readings** for invoicing whenever practicable.

**22 Information required on invoices**

A **retailer** must clearly set out on each **invoice** and in any supporting documentation (which may include the **retailer's** website or app):

- (a) a breakdown of the total amount owed, distinguishing between the current invoicing period and any overdue amounts;
- (b) the due date or dates for payment and available **payment options**; and
- (c) if bundled goods or services have been received by the **customer**, the amounts owing for each good or service.

**23 Retailers to allow at least 14 days for payment of invoices**

- (1) A **retailer** must allow a minimum of 14 days for payment of all **invoices** issued to its **customers** on a monthly **invoice** cycle.
- (2) For **customers** on a non-monthly **invoice** cycle, subclause (1) applies with adjustments so that the timing requirement represents an equivalent proportion of the **invoice** cycle.

*Account management for prepay customers*

**24 Retailers to notify prepay customers when credit balance reaches a certain level**

- (1) A **retailer** must notify a **prepay customer** through at least one of the **prepay customer's** preferred communication channels immediately after the **prepay customer's** credit balance decreases below the equivalent of a reasonable estimation of two days of standard usage for the **prepay customer**.
- (2) A **retailer** must ensure that the notification to a **customer** in accordance with subclause (1) includes:
  - (a) the **customer's** current credit balance;
  - (b) a recommendation that the **customer** top-up the **customer's** account to avoid interruption in the supply of **electricity**; and
  - (c) a statement that when credit reduces to zero, **electrical disconnection** will occur.

**Part 6**

**When payment difficulties are anticipated or arise**

**25 Purpose and interpretation of this Part**

- (1) This Part of the **Consumer Care Obligations** requires a **retailer** to take specific actions when a **customer** is in arrears or the **retailer** knows that the **customer** may be experiencing payment difficulties for the purpose of supporting those **customers** to maximise their potential to maintain access to and afford a constant **electricity** supply suitable for their needs.
- (2) For the purposes of these **Consumer Care Obligations**, a **retailer** is deemed to know that a **customer** may be experiencing payment difficulties when:

- (a) a **customer** tells the **retailer** that they anticipate challenges in meeting **invoice** due dates due to factors such as reduced income, upcoming financial commitments, or shifts in their financial circumstances;
- (b) a **customer** misses a payment for more than one billing cycle; or
- (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates anticipated or actual payment difficulty, which may include information arising out of **customer** interactions, consumption changes, the **customer** making only a partial payment towards an **invoice** or the **customer** having had payments overdue within the past 12 months.

## 26 Retailers' obligations if customer fails to pay invoice

- (1) Where a **customer** on a monthly **invoice** cycle fails to pay an **invoice** by the **invoice** due date, the **retailer** must:
  - (a) on or after the **invoice** due date, issue a notice to the **customer** for the purpose of encouraging the **customer** to engage with the **retailer** to resolve the payment issue and avoid **electrical disconnection**; and
  - (b) if payment has not been made within 7 days of the notice being issued under paragraph (a), make at least three separate attempts to contact the **customer** via the **customer's** preferred communication channels for the purpose of seeking payment and avoiding **electrical disconnection**.
- (2) Any notice issued under subclause (1)(a), and any written or oral communication under subclause (1)(b) must include:
  - (a) a statement that the **retailer** has a **consumer care policy** which explains:
    - (i) what the **retailer** can and will do to support the **customer** to resolve the payment issue; and
    - (ii) how the **retailer** can assist the **customer** to be on the most suitable **pricing plan** for their circumstances; and
  - (b) information on how to access the **consumer care policy** (such as a hyperlink in written communications, or directions to the **retailer's** website, or an offer to post a copy of the **consumer care policy**, in oral communications).
- (3) The contact attempts required under subclause (1)(b) above:
  - (a) must be:
    - (i) at different times of the day; and
    - (ii) spread over a period of more than seven days; and
  - (b) for any contact attempts involving written communication, and any successful contact attempts involving oral communication, made ten days or more after the notice was issued under subclause (1)(a), must include an offer to discuss with the **customer payment plans** that appear suitable to the **customer's** circumstances; and
  - (c) are no longer required if the **customer** pays the **invoice** or agrees a **payment plan** with the **retailer**.
- (4) Where a **customer** on a non-monthly **invoice** cycle fails to pay an **invoice** by the **invoice** due date, subclauses (1) and (2) apply, with timing requirements adjusted so that they represent an equivalent proportion of the **invoice** cycle.

## 27 Retailers to engage with customers experiencing payment difficulties

Where a **retailer** knows that a **customer** not on a **payment plan** may be experiencing payment difficulties, the **retailer** must:

- (a) use best endeavours to engage with the **customer** for the purposes of resolving the payment difficulties;

- (b) communicate the steps the **retailer** will follow to assist the **customer** to resolve their payment difficulties and the timeframes for those steps;
- (c) remind the **customer** that:
  - (i) they may nominate a **support person** or an **alternate contact person**; and
  - (ii) the **retailer** has a **consumer care policy**, which explains what the **retailer** can and will do to support the **customer**;
- (d) provide the **customer** with information to assist them to improve energy efficiency at their premises, which may, where applicable, include the information referred to in clause 6(1)(e)(i);
- (e) offer advice, and if the **customer** agrees, advise on changes that could be made to:
  - (i) the **customer's** consumption profile (which may include increasing the proportion of **electricity** used at off-peak times); or
  - (ii) the **metering** at the **customer's** premises (which may include taking steps to support changes to the **customer's** consumption profile, or to enable load control), that might reasonably be expected to reduce the amount of the **customer's** future **invoices**, after accounting for the cost of implementing such changes (which may include the cost of changing the **metering** at the **customer's** premises);
- (f) consider whether, based on the **customer's** consumption over the past 12 months, and any advice given under paragraph (e), the **retailer** has one or more **pricing plans** that could provide a lower cost of **electricity** to the **customer** and, if so:
  - (i) advise the **customer** of that plan or those plans that the **retailer** reasonably considers are most suitable for that **customer**, or as appropriate, any other **residential consumers** permanently or temporarily resident at their premises (provided that the **retailer** does not need to advise the **customer** of more than three **pricing plans**), any conditions the person must meet in order to obtain the greatest benefit from any **pricing plan** and the drawbacks of any particular plan including any **fees** the person may incur; and
  - (ii) where the **retailer** advises the **customer** of more than one **pricing plan**, identify the **pricing plan** which the **retailer** reasonably considers is the lowest cost option for the **customer**, taking into account those aspects of the **customer's** circumstances of which the **retailer** has knowledge;
- (g) provided the **customer** has engaged with the **retailer**:
  - (i) satisfy itself, acting reasonably, that the **customer** is aware or has been reminded of the availability of financial mentoring services and **electricity** efficiency advice from **support agencies**; and
  - (ii) offer to refer the **customer** to any of those **support agencies** as appropriate, with the **customer's** agreement;
- (h) if a referral is made under paragraph (g) or a **customer** advises the **retailer** that they have contacted a **support agency** directly:
  - (i) advise the **customer** of the option to pause further steps in respect of any unpaid **invoices** but that, if the **customer** selects this option, any pause could cause the **customer** to go into more debt with the **retailer**;
  - (ii) if the **customer** opts to pause further steps, wait seven days before taking any further steps under clauses 26 or 37; and
  - (iii) if, within seven days of implementing the pause, the **retailer** receives confirmation from the **support agency** or **agencies** that the **customer** is engaging constructively with the agency, wait a further seven days after the initial seven days has elapsed;
- (i) offer to discuss, and, if the **customer** agrees, discuss with the **customer** **payment plans** that appear suitable to the **customer's** circumstances, including one or more **payment plans** that a reasonable **retailer** would consider:
  - (i) offer the best way for the **customer** to pay off any debt owed to the **retailer** while accommodating the **customer's** expected ongoing **electricity** use; and
  - (ii) are most likely to help avoid the **customer** falling into debt, or further into debt, with the **retailer**; and

- (j) having taken the steps required in paragraphs (a) to (i), and if the **customer** agrees, refer the **customer** to Work and Income or another **support agency** likely to help the **customer** pay their **electricity** supply debt.

## **28 Part payment of debt for bundled goods and services**

- (1) This clause applies where:
  - (a) the **customer** is not on a **payment plan**;
  - (b) the **customer** has received bundled goods or services; and
  - (c) the **retailer** knows that the **customer** is in payment arrears or may be experiencing payment difficulties.
- (2) Where this clause applies, the **retailer** must:
  - (a) advise the **customer** how any part payments are being applied against bundled components of an **invoice**; and
  - (b) provide the **customer** with the opportunity to elect whether they wish to apply any part payments to clear the **customer's** debt related to **electricity** supply first.

## **29 No unilateral change to payment plan**

A **retailer** with a **customer** on a **payment plan** must not unilaterally change the **customer's** **payment plan**, other than in accordance with the **retailer's** terms and conditions.

## **30 Retailers to monitor customer consumption**

- (1) Each **retailer** must work towards having the capability to monitor individual **customer** consumption to help them anticipate which **customers** may benefit from assistance.
- (2) If a **retailer** identifies a material and sudden increase in consumption by a **customer** on a **payment plan** that is not explained by seasonal effects or other known factors, the **retailer** must contact the **customer** to:
  - (a) advise the **customer** of the change in consumption;
  - (b) ask the **customer** whether the change in consumption was expected;
  - (c) offer to help the **customer** identify potential reasons for the increase; and
  - (d) taking into account the increased consumption and any change in circumstances, advise the **customer** of any **pricing plans** that the **retailer** reasonably expects would reduce the amount of the **customer's** **invoices**.
- (3) If a **retailer** identifies a material decrease in **electricity** use over a period of more than one month by a **customer** on a **payment plan** that is not explained by circumstances of which the **retailer** is aware (including seasonal factors), the **retailer** must:
  - (a) contact the **customer** to check whether the **customer** is intentionally reducing their consumption due to actual or anticipated payment difficulties; and
  - (b) taking into account the reduced consumption and any change in circumstances, advise the **customer** of any **pricing plans** that the **retailer** reasonably expects would reduce the amount of the **customer's** **invoices**.

## **31 Retailer's obligations in respect of customers with payment plans**

- (1) A **retailer** must, for a **customer** on a **payment plan**, monitor the **customer's** debt repayments at a frequency appropriate to the **payment plan**.
- (2) A **retailer** must contact a **customer** on a **payment plan**:
  - (a) if a part payment has been made, to assess whether the **payment plan** should be reviewed; and
  - (b) on a regular basis, and not less than once every three months, to discuss with the **customer** whether their current **payment plan** is meeting their needs.

- (3) If a **customer** on a **payment plan** indicates they are experiencing payment difficulties, the **retailer** must offer to:
  - (a) discuss with the **customer** what the **customer** can afford in terms of repayments;
  - (b) based on the discussion in paragraph (a), review the **payment plan**; and
  - (c) refer the **customer** to one or more appropriate **support agencies** offering financial mentoring services and **electricity** efficiency advice, with the **customer's** consent.
- (4) A **retailer** must, within five **business days** of a **customer** on a **payment plan** falling behind in their repayments, contact the **customer**, and:
  - (a) inform the **customer** that they have fallen behind in their repayments;
  - (b) offer to discuss with the **customer** what the **customer** can afford and to review the **payment plan** if the **customer's** circumstances have changed;
  - (c) offer to refer the **customer** to one or more appropriate **support agencies** offering financial mentoring services and **electricity** efficiency advice, with the **customer's** consent; and
  - (d) explain the next steps if repayment is not made.

### 32 Retailer obligations in respect of representatives

A **retailer** must ensure its representatives who engage with **customers** about invoicing or debt collection:

- (a) receive appropriate training that includes:
  - (i) building rapport with **customers**; and
  - (ii) recognising signs of anticipated or actual payment difficulties when interacting with **customers**, including through review of changes in consumption as well as account history data; and
- (b) are able to provide targeted assistance to **customers** to help them avoid payment arrears or resolve payment difficulties as far as possible, including in relation to the matters specified in clause 27.

#### *Obligations in respect of prepay customers*

### 33 Retailers to monitor the frequency and duration of prepay electrical disconnections

A **retailer** must monitor the frequency and duration of **electrical disconnections** of **prepay customers'** premises.

### 34 Retailers to contact prepay customers

- (1) This clause applies if a **retailer** has a **prepay customer** and:
  - (a) the **customer's electricity** consumption materially changes in a manner not explained by circumstances of which the **retailer** is aware (including seasonal factors); or
  - (b) the **prepay customer** runs out of credit frequently (for example, on average one day in seven days) or for relatively long durations (for example, for several days at a time).
- (2) Where this clause applies, a **retailer** must contact the **customer** and offer to:
  - (a) discuss options with the **customer** that may reduce or avoid instances of **electrical disconnection**; and
  - (b) refer the **customer** to one or more **support agencies**, with the aim of ensuring the **customer** will be able to more consistently maintain their **electricity** supply.



## Part 7

### Disconnection and reconnection of residential premises

#### 35 Purpose of this Part

This Part of the **Consumer Care Obligations** sets out obligations on **retailers** before, at and after **electrical disconnection** of **residential premises**, for the purpose of minimising harm to **residential consumers** caused by insufficient access to **electricity**.

*Disconnecting post-pay customers for non-payment of invoices*

#### 36 Disconnection a measure of last resort

A **retailer** must use best endeavours to ensure that **electrical disconnection** of a **post-pay customer's** premises for non-payment of **invoices** is a measure of last resort.

#### 37 Conditions for disconnection for non-payment

- (1) A **retailer** must not **electrically disconnect** a **post-pay customer's** premises for non-payment of an **invoice**, unless:
  - (a) the **retailer** has the right to **electrically disconnect** the premises under its contract with the **customer**;
  - (b) the **retailer** has complied with all relevant and applicable obligations in Part 6 of the **Consumer Care Obligations**;
  - (c) if any unpaid **invoice** uses an **estimated reading**, the conditions in clause 38 are met;
  - (d) the **customer**:
    - (i) has not agreed to a **payment plan**; or
    - (ii) is not substantially adhering to a **payment plan**;
  - (e) the **retailer** has used its best endeavours to satisfy itself that the **customer**, and any **residential consumer** who permanently or temporarily resides at the **customer's** premises, is not a **medically dependent consumer**;
  - (f) the **retailer** has:
    - (i) made at least five separate attempts to contact the **customer** to inform them of the pending **electrical disconnection** of their premises;
    - (ii) issued the **customer** with an initial notice of disconnection, no earlier than 28 days after the **invoice** was issued; and
    - (iii) issued the **customer** with a final notice of disconnection, which must be issued:
      - (A) only after an initial disconnection notice has been issued and the **retailer** has not received payment in full, or in accordance with a **payment plan**;
      - (B) no earlier than 44 days after the **invoice** was issued;
      - (C) no less than 24 hours or more than 10 days before **electrical disconnection**;
    - (iv) in the case of a physical **electrical disconnection**, ensured that a copy of the final notice of disconnection is provided to the **customer**, or left at the **customer's** premises, by the person visiting the premises to action the **electrical disconnection**; and
    - (g) following the contact attempts required by paragraph (1)(f)(i), the **retailer** has not received payment in full for the invoice or invoices.
- (2) The contact attempts required under subparagraph (1)(f)(i) must:
  - (a) include at least three contact attempts using the **customer's** preferred communication channels, and may comprise the three attempts required under clause 26(1)(b);
  - (b) except for the contact attempts required under clause 26(1)(b), seek to explain the pending **electrical disconnection** of the **customer's** premises and the potential consequences of not responding to the **retailer's** contact attempts in a manner the **customer** is reasonably likely

- to understand, having regard to any relevant information recorded about the **customer's** communication preferences under clause 15; and
- (c) subject to subclause (3), include at least one contact attempt through a representative of the **retailer** visiting the **customer's** premises for the purpose of contacting the **customer** about the non-payment of an **invoice**.
- (3) Subclause (2)(c) does not apply if the **retailer** uses and successfully completes at least one traceable form of communication with the **customer** (which may include a phone call which is answered by the **customer**, an in-app message with a read receipt or a courier letter which is signed by the **customer**).

### **38 Additional conditions for invoices using estimated readings**

- (1) A **retailer** must not **electrically disconnect** a **post-pay customer's** premises for non-payment of an **invoice** that uses an **estimated reading** unless the **retailer** is reasonably satisfied that:
- (a) the **estimated reading** used in that **invoice** is a reasonable estimation of actual consumption; and
  - (b) at least one of the following applies:
    - (i) a **meter reading** is not available due to:
      - (A) the **customer** obtaining **electricity** by or involving deception;
      - (B) vandalism; or
      - (C) an issue with the **metering installation**;
    - (ii) the **retailer** cannot obtain a **meter reading** due to its, or another person's, obligations under the Health and Safety at Work Act 2015; or
    - (iii) both of the following apply:
      - (A) the **customer** has, for at least 40 **business days**, refused the **retailer**, or the **retailer's** agent, access to a **metering installation** at the **customer's** premises for the purpose of carrying out a **metering installation** repair, replacement or certification; and
      - (B) the **retailer** does not accept any **meter reading** provided by the **customer** because any of the circumstances in subclause (2) apply.
- (2) The circumstances referred to in subparagraph (1)(b)(iii)(B) are:
- (a) the **meter reading** does not lie within an acceptable range compared with the expected pattern, previous pattern or trend of consumption;
  - (b) the **meter reading** does not relate to that **customer**;
  - (c) the **customer** does not provide sufficient information to enable the **retailer** to identify the **meter**; or
  - (d) the **customer** supplies a cumulative **meter** register reading when the **retailer** requires absolute half-hourly **meter readings** that are only available electronically.

### **39 Failure to disconnect within timeframe**

If a **retailer** does not **electrically disconnect** a **customer's** premises within the timeframe set out in a final notice of disconnection:

- (a) the **retailer** must, before **electrically disconnecting** the premises, issue a further final notice of disconnection; and
- (b) clause 37 applies to that final notice of disconnection.

### **40 Notices issued to a post-pay customer**

Any notice issued to a **post-pay customer** under this Part of the **Consumer Care Obligations** must be in writing and contain the following information:

- (a) contact details of persons who can be contacted to discuss payment of the debt;

- (b) a statement that, if the **customer** makes contact with the **retailer** before the point of **electrical disconnection**, the **retailer** will actively work with them to resolve any payment difficulties and avoid **electrical disconnection** occurring, even if the **customer** has failed to act on prior attempts by the **retailer** to engage with them;
- (c) information regarding **payment options** available (which may include Smooth Pay or redirection of income);
- (d) information regarding the **retailer's** internal dispute resolution process and the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**;
- (e) details of all **fees** that must be paid:
  - (i) in the event of **electrical disconnection**; and
  - (ii) if **electrical disconnection** occurs, in order for the **customer's** premises to be **reconnected**;
- (f) contact details of Work and Income or one or more other **support agencies** from which the **customer** may seek assistance with arranging payment of the debt; and
- (g) where to obtain information on how to apply to be recorded as a **medically dependent consumer** and a summary of what it means to be a **medically dependent consumer**.

#### **41 Visits to a post-pay customer's premises**

A **retailer** must ensure that any representative of that **retailer** visiting a **post-pay customer's** premises for the purpose of contacting the **customer** about the non-payment of an **invoice**:

- (a) uses reasonable endeavours to contact the **customer**, having regard to any health and safety risks to the representative, the **customer** or any other person at the premises;
- (b) if contact is made with the **customer**:
  - (i) advises the **customer** to contact the **retailer**, including, if necessary, providing information relevant to the **customer's** situation to enable this (which may include details of how to contact the **retailer** if the **customer** has no phone or internet access);
  - (ii) informs the **customer** that, if they make contact with the **retailer** before the point of **electrical disconnection**, the **retailer** will actively work with them to resolve any payment difficulties and avoid **electrical disconnection** occurring, even if the **customer** has failed to act on prior attempts by the **retailer** to engage with them;
  - (iii) provides contact details for one or more **support agencies** from which the **customer** could seek financial mentoring services or **electricity** efficiency advice; and
  - (iv) uses reasonable endeavours to ascertain whether there are any reasons why the **electrical disconnection** should be put on hold (which may include that there is, or may be, at least one **medically dependent consumer** residing at the premises, there is a dispute in progress between the **customer** and the **retailer**, or the **customer** provides reasonable evidence to show they are making genuine efforts to arrange payment of the debt); and
- (c) maintains and provides the **retailer** with a reasonable record of the matters in paragraphs (a) and (b) above.

#### **42 Restriction on disconnection for non-payment by distributor**

- (1) A **distributor** must not **electrically disconnect** a **residential consumer's** premises for non-payment in respect of distribution services if that **distributor** has been notified of an application or a decision to record a person as a **medically dependent consumer** in relation to those premises under clause 58.
- (2) A **distributor** must not otherwise **electrically disconnect** a **residential consumer's** premises for non-payment in respect of distribution services unless the **distributor** has provided at least five **business days'** notice to the **retailer** who is the **trader** recorded in the **registry** as being responsible for the relevant **ICP**.

#### **43 Disconnection of uncontracted premises**

- (1) A **retailer** must not **electrically disconnect uncontracted premises**, unless:
- (a) the **retailer** has confirmed that the premises are not being switched to another **retailer**; and
  - (b) the **retailer** has taken the following steps to contact any **residential consumers** residing at the premises and ascertain whether there is, or may be, a **medically dependent consumer** residing there:
    - (i) issuing a notice informing any **residential consumers** at the premises that they must contact the **retailer**;
    - (ii) no earlier than seven days after the **retailer** has issued the notice under paragraph (i), issuing a final notice of disconnection, including the proposed timeframe for **electrical disconnection**; and
    - (iii) making at least one contact attempt through a communication channel that provides a traceable form of contact (which may include a courier letter requiring signature, or a representative of the **retailer** visiting the premises) to deliver one or more of the notices described in subparagraphs (i) and (ii) above.
- (2) A **retailer** need not comply with paragraph (1)(b) if half-hour metered **electricity** consumption data is available for the premises and analysis of that data does not indicate a **residential consumer** resides at the premises.
- (3) Any notice issued under paragraph (1)(b) must contain the following information:
- (a) contact details of persons who can be contacted about contracting with the **retailer**;
  - (b) a statement that if the **residential consumer** makes contact with the **retailer** before the point of **electrical disconnection**, the **retailer** will actively work with them to avoid **electrical disconnection** occurring, even if the **residential consumer** has failed to act on prior attempts by the **retailer** to engage with them;
  - (c) information regarding **payment options** available (which may include Smooth Pay or redirection of income);
  - (d) information about the **retailer's** internal dispute resolution process and the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**;
  - (e) details of all of **fees** that must be paid if **electrical disconnection** and **reconnection** occur;
  - (f) the contact details of one or more **support agencies** from which the **residential consumer** could seek assistance in relation to the payment of **electricity** costs; and
  - (g) where to obtain information on how to apply to be recorded as a **medically dependent consumer** and a summary of what it means to be a **medically dependent consumer**.

#### **44 Visits to uncontracted premises**

A **retailer** must ensure that any representative of that **retailer** visiting **uncontracted premises** for the purpose of contacting any **residential consumers** residing there about pending **electrical disconnection**:

- (a) uses reasonable endeavours to contact the **residential consumer** or **residential consumers** who control the premises, having regard to any health and safety risks to the representative, the **residential consumers** or any other person at the premises;
- (b) if contact is made with a **residential consumer** in control of the premises:
  - (i) advises the **residential consumer** to contact the **retailer**, including, if necessary, providing information relevant to the **residential consumer's** situation to enable this (which may include details of how to contact the **retailer** if they have no phone or internet access);
  - (ii) informs the **residential consumer** that, if they make contact with the **retailer** before the point of **electrical disconnection**, the **retailer** will actively work with them to

- avoid **electrical disconnection** occurring, even if the **residential consumer** has failed to act on prior attempts by the **retailer** to engage with them;
- (iii) provides contact details for one or more **support agencies** from which the **residential consumer** could seek financial mentoring services or **electricity** efficiency advice; and
  - (iv) uses reasonable endeavours to ascertain whether there are any reasons why the **electrical disconnection** should be put on hold (which may include that there is, or may be, at least one **medically dependent consumer** residing at the premises); and
- (c) maintains and provides the **retailer** with a reasonable record of the matters in paragraphs (a) and (b) above.

#### *Restrictions on disconnections*

#### **45 Restrictions on disconnecting premises**

- (1) Notwithstanding anything else in these **Consumer Care Obligations**, a **retailer** must not **electrically disconnect** a **post-pay customer's** premises, or **uncontracted premises** in any of the following circumstances:
- (a) the **retailer** has failed to comply with any obligations in this Part of the **Consumer Care Obligations**;
  - (b) the **retailer** knows that a **medically dependent consumer** may be permanently or temporarily residing at the premises;
  - (c) the **electrical disconnection** is to be carried out at a time that would endanger the wellbeing of the **customer** or any **residential consumer** at the premises (which may include just before nightfall or during a severe weather event) or at a time at which it would be unreasonably difficult for the **customer** or **residential consumer** to seek rapid **reconnection** (which may include after midday on the day before a non-**business day**, on a non-**business day**, at night, during a severe weather event or during a civil emergency);
  - (d) in the case of remote **electrical disconnection** of the premises, the **electricity meter** or disconnection device to be used cannot safely **electrically disconnect** and/or **reconnect** the premises;
  - (e) in the case of **electrical disconnection** for non-payment of an **invoice**, the debt does not relate to **electricity** supply (which may include because it relates to telephone or broadband services); and
  - (f) in the case of **electrical disconnection** for non-payment of an **invoice**, the **customer** disputes the charges relating to the **electricity** supply and:
    - (i) the **customer** is engaging with the **retailer's** internal dispute resolution process and/or the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**;
    - (ii) the dispute is unresolved; and
    - (iii) the **customer** has paid all other charges and parts of any charges relating to **electricity** supply that are not disputed (the **retailer** having credited, with the **customer's** agreement, any part-payment to the **electricity** supply portion of its **invoice** to a **customer's** non-disputed debt first).
- (2) Subclause (1) does not apply to emergency **electrical disconnections**.

#### *General requirements for reconnection of post-pay customers*

#### **46 Reconnection required**

A **retailer** that **electrically disconnects** a **post-pay customer's** premises must **reconnect** those premises as soon as possible and at no cost if:

- (a) the **electrical disconnection** was inadvertent; or

- (b) the **retailer** is notified that **electrical disconnection** of the premises (whether intentional or not) has resulted in a person who is, or may be, a **medically dependent consumer** being without **electricity**.

#### **47 Remote reconnection**

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).

#### *Process for reconnection of post-pay customers*

#### **48 Reconnection for payment**

A **retailer** must **reconnect** a **post-pay customer** whose premises were **electrically disconnected** under this Part of the **Consumer Care Obligations** as soon as reasonably practicable after:

- (a) the **customer** has paid the debt in full; or
- (b) the **customer** has otherwise satisfied the **retailer's** reasonable requirements for **reconnection**.

#### **49 Customer care following disconnection**

If a **retailer** **electrically disconnects** a **post-pay customer** under this Part of the **Consumer Care Obligations**, the **retailer** must:

- (a) continue to be responsive if the **customer** contacts the **retailer** seeking further assistance and information on **reconnection**; and
- (b) if the **customer** is still contracted to the **retailer** and has not **reconnected** five **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 one or more **support agencies**; and
  - (ii) offering to refer the **customer**, with the **customer's** agreement, to a **support agency** from which the **customer** could seek assistance with arranging payment of the debt.

#### **50 Steps following reconnection**

Following the **reconnection** of a **post-pay customer** who is **electrically disconnected** under this Part of the **Consumer Care Obligations**, the **retailer** must undertake the steps in clause 27 with appropriate modifications.

#### *Disconnecting prepay customers*

#### **51 Restrictions on disconnecting a prepay customer's premises**

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

- (a) the **electrical disconnection** occurs at a time:
  - (i) that does not endanger the wellbeing of the **customer** or any **residential consumer** at the premises (which may require **electrical disconnection** to occur at times other than just before nightfall or during a severe weather event); and

- (ii) at which it would be reasonably easy for the **customer** to seek rapid **reconnection** (which may require **electrical disconnection** to occur at times other than after midday on the day before a non-**business day**, on a non-**business day**, at night, during a severe weather event or during a civil emergency);
- (b) the **prepay** service can safely **electrically disconnect** and **reconnect** the premises;
- (c) the expiry of the pre-paid credit relates to the supply of **electricity** (and does not relate to other matters such as telephone or broadband); and
- (d) either of the following apply:
  - (i) the **customer** has not disputed the charges through the **retailer's** internal dispute resolution process or the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**; or
  - (ii) if the **customer** has disputed the charges, the **customer** has not paid all other charges and parts of any charges relating to **electricity** supply that are not disputed, the **retailer** having credited, with the **customer's** agreement, any part-payment to the **electricity** supply portion of the **invoice** to the non-disputed charges first.

*Reconnecting prepay customers*

**52 Reconnecting a prepay customer's premises**

- (1) A **retailer** must ensure that **reconnection** of a **prepay customer** occurs as soon as reasonably practicable after the **customer** has completed their purchase transaction for new credit.
- (2) Subclause (1) requires that **reconnection** take place within 30 minutes of the **customer** completing their purchase transaction for new credit, unless:
  - (a) remote **reconnection** fails due to connectivity issues which would require sending a technician to the premises; or
  - (b) the **meter** owner has system issues.

Part 8

Obligations in relation to medically dependent consumers

**53 Purpose and interpretation of this Part**

- (1) This Part of the **Consumer Care Obligations** requires **retailers** to take specific actions in relation to **residential consumers** who are, or may be, **medically dependent consumers**, for the purpose of ensuring that any **residential premises** at which **medically dependent consumers** reside are not **electrically disconnected**.
- (2) For the purpose of these **Consumer Care Obligations**, a **retailer** is deemed to know that a **medically dependent consumer** may be permanently or temporarily residing at a **customer's** premises if:
  - (a) 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 under clause 56 of these **Consumer Care Obligations**;
  - (b) the **retailer** has received an application (in any form) from the **customer** or any other **residential consumer** who permanently or temporarily resides at the premises for **medically dependent consumer** status, and the **retailer** has not yet decided the application; or
  - (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates that a **medically dependent consumer** may be residing at those premises.

*Information about medically dependent consumers*

**54 Retailers to request and record information about medically dependent consumers**

- (1) A **retailer** must request information which the **retailer** reasonably requires to identify whether a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer**.
- (2) A **retailer** must request information under subclause (1) when:
  - (a) first signing up a **customer**;
  - (b) contacting a **customer** under clause 19;
  - (c) communicating with a **customer** who may be experiencing payment difficulties under clause 27; and
  - (d) at any other time the **retailer** reasonably considers it appropriate.
- (3) If a **retailer** knows that a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer**, the **retailer** must request the following information:
  - (a) the name of that **customer** or **residential consumer**;
  - (b) for **residential consumers**, their communication preferences as listed under clause 15; and
  - (c) the name of the **customer** or **residential consumer's** **general practitioner**.
- (4) Whenever a **retailer** receives the information specified in subclauses (1) or (3), the **retailer** must:
  - (a) record the information; and
  - (b) use the information to inform the **retailer's** performance of its obligations under the **Consumer Care Obligations**.

*Recording and verifying medically dependent consumer status*

**55 Retailer must request application for medically dependent consumer status**

A **retailer** must, as soon as practicable after it becomes aware of information that a reasonable **retailer** would consider indicates that a **customer** or **residential consumer** who permanently or temporarily resides at a **customer's** premises may be a **medically dependent consumer**, use best endeavours to request that they make an application (in any form) for **medically dependent consumer** status with the **retailer**.

**56 Recording medically dependent consumer status**

- (1) Subject to subclause (2), a **retailer** may, at its discretion, record that a **customer**, or **residential consumer** who permanently or temporarily resides at a **customer's** premises, has **medically dependent consumer** status, having regard to the information gathered by the **retailer** in accordance with these **Consumer Care Obligations** or otherwise provided by a **customer**, **residential consumer**, or any third party.
- (2) A retailer must record that a **customer**, or **residential consumer** who permanently or temporarily resides at a **customer's** premises, has **medically dependent consumer** status if the **retailer** receives a valid **confirmation of status form** or **reconfirmation form** in relation to that person.

**57 Retailer's obligations after receiving application for medically dependent consumer status**

- (1) Upon receipt of an application (in any form) for **medically dependent consumer** status in relation to a **customer** or **residential consumer** residing at a **customer's** premises, the **retailer**:
  - (a) must record that the application has been received;
  - (b) must ask for the applicant's consent (unless such consent has already been provided) to:
    - (i) record and hold relevant information relating to the application; and



- (ii) share that information with the relevant **distributor, metering equipment provider** and **trader** recorded in the **registry** as being responsible for a relevant **ICP** (unless the **retailer** is itself the relevant **trader**);
  - (c) may, if appropriate to do so, take reasonable steps to confirm that the applicant is permanently or temporarily resident at the premises;
  - (d) may ask the applicant for a **confirmation of status form** if one has not been provided with the application, provided that, if the **retailer** requests a **confirmation of status form**, it must provide the applicant with the **confirmation of status form prescribed** by the **Authority** and advise the applicant that it may decline the application if the applicant fails to provide a valid form; and
  - (e) may, where applicable and if appropriate to do so, take reasonable steps to confirm the validity of the **confirmation of status form**.
- (2) If a **retailer** receives an application for **medically dependent consumer** status but the application does not relate to a **customer's** premises, the **retailer** must, as soon as reasonably practicable:
- (a) use reasonable endeavours to determine who the current **retailer** is for the premises;
  - (b) inform the applicant and, if a **confirmation of status form** has been received, the **health practitioner** who completed the form, that:
    - (i) the **retailer** is not responsible for the supply of **electricity** to the premises; and
    - (ii) if the **retailer** has determined who the responsible **retailer** is under paragraph (a), that **retailer's** name and contact details; and
  - (c) encourage the applicant to contact the responsible **retailer** as soon as practicable.

#### **58 Retailer's obligations to share information about medically dependent consumers**

- (1) If a **retailer** receives an application under clause 57, and the applicant has given their consent in accordance with clause 57(1)(b), the **retailer** must:
- (a) if the **retailer** is the **trader** recorded in the **registry** as being responsible for the relevant **ICP**, advise the relevant **distributor** and **metering equipment provider**, using the relevant **EIEP**, of:
    - (i) the application, at the time the **retailer** receives the application; and
    - (ii) the **retailer's** decision regarding whether to record the applicant as a **medically dependent consumer**, as soon as practicable once the **retailer** has made that decision; and
  - (b) if the **retailer** is not the **trader** recorded in the **registry** as being responsible for the relevant **ICP**, advise that **trader** of the matters in subparagraph (a)(i) and (ii).
- (2) If a **trader** receives advice under subparagraph (1)(b), the **trader** must record that information and advise the relevant **distributor** and **metering equipment provider** as soon as practicable, using the relevant **EIEP**, of:
- (a) the application; and
  - (b) the **retailer's** decision regarding whether to record the applicant as a **medically dependent consumer**.

#### **59 Retailer's obligations if no consent provided**

- (1) If an applicant does not provide the consent referred to in clause 57(1)(b)(i) above after a period of at least 21 business days of making the request, the **retailer** must advise the applicant:
- (a) if the applicant does not provide their consent, the **retailer** may decide to decline the application; and
  - (b) the applicant should, as soon as practicable, inform their **health practitioner** that the **retailer** may not treat the applicant as a **medically dependent consumer**.

- (2) If a **retailer** has completed the steps in subclause (1) and has still not received consent within ten **business days**, the **retailer** may decline the application to record the applicant has **medically dependent consumer** status.

#### **60 Retailer's obligations in respect of confirmation of status forms**

- (1) Where the **retailer** has received a **confirmation of status form**, the **retailer** must record the following information in respect of that **confirmation of status form** and any subsequent **reconfirmation form** received:
  - (a) when the form was received;
  - (b) the name of the **health practitioner** who completed the form;
  - (c) the date on which the form was completed by the **health practitioner**; and
  - (d) the time period to which the **health practitioner's** confirmation given in the form applies, if any period is specified.
- (2) If a **retailer** does not receive a valid **confirmation of status form** after a period of at least 21 business days after making a request under clause 57(1)(d), and is considering declining the application under subclause (4), the **retailer** must advise the applicant that:
  - (a) the applicant must provide a valid **confirmation of status form** as soon as practicable;
  - (b) the applicant can request that the **retailer** obtain the **confirmation of status form** directly from the **health practitioner** who completed the form (if applicable);
  - (c) if the **retailer** does not receive a **confirmation of status form**, the **retailer** may decide to decline the application; and
  - (d) the applicant should, as soon as practicable, inform their **health practitioner** that the **retailer** may not treat them as a **medically dependent consumer**.
- (3) If the customer makes a request under subclause (2)(b), the **retailer** must request the **confirmation of status form** from the **health practitioner** directly.
- (4) If a **retailer** has advised the applicant of the information specified in subclause (1) and complied with subclause (3) (if applicable), and has still not received a valid **confirmation of status form** within ten **business days**, the **retailer** may decline the application to record the applicant has **medically dependent consumer** status.

#### **61 Further obligations before declining an application**

- (1) Before declining an application for **medically dependent consumer** status, other than on grounds that the applicant does not permanently or temporarily reside at a **customer's** premises, or does not give their consent under clause 57(1)(b)(i), a **retailer** must request from the applicant a **confirmation of status form** under clause 57(1)(d).
- (2) Before declining an application for **medically dependent consumer** status on grounds that the **confirmation of status form** is not valid, the **retailer** must take reasonable steps to confirm the validity of the form under clause 57(1)(e).

#### **62 No response to questions**

If a **retailer** receives an application for **medically dependent consumer** status but the applicant does not respond to any questions from the **retailer** communicated to the applicant in accordance with the applicant's communication preferences recorded under clause 15, and does not otherwise communicate with the **retailer** within a period of at least 21 business days, the **retailer** may decline the application to record the applicant has **medically dependent consumer** status.

### 63 Obligations if retailer declines application for medically dependent consumer status

If a **retailer** declines an application for **medically dependent consumer** status, the **retailer** must:

- (a) notify the applicant as soon as practicable of the **retailer's** decision;
- (b) inform the applicant of how to reapply to be recorded as a **medically dependent consumer**;
- (c) inform the applicant of the dispute resolution process they may follow, including:
  - (i) making a complaint to the **retailer** through the **retailer's** internal dispute resolution process; or
  - (ii) making a complaint to the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**; and
- (d) if a complaint is made under paragraph (c), treat the **customer** or **residential consumer** as if they are a **medically dependent consumer** for at least the duration of the dispute.

#### *Reviewing medically dependent consumer status*

### 64 Review of medically dependent consumer status

- (1) A retailer may review whether a **customer** or **residential consumer** should continue to be recorded as having **medically dependent consumer** status no more than once in any 12-month period.
- (2) If a **retailer** decides to undertake a review under subclause (1), the **retailer** must contact the **customer** or **residential consumer** (or **alternate contact person**, as the case may be) to:
  - (a) ask them to advise the **retailer** if:
    - (i) they continue to reside at the premises;
    - (ii) they still consider themselves a **medically dependent consumer**; and
  - (b) give them an opportunity to provide any further information that they wish to provide regarding whether or not they should continue to be recorded as having **medically dependent consumer** status.
- (3) If having made contact under subclause (2), the **retailer** is informed that the **customer** or **residential consumer** continues to reside at the premises and still considers themselves a **medically dependent consumer**, clauses 57 to 62 apply with all necessary modifications.
- (4) If a **retailer** has previously been provided with a **confirmation of status form** or **reconfirmation form** for that **medically dependent consumer**, the **retailer** may, as part of a review under subclause (1) and if it reasonably considers it appropriate in the circumstances, request that a **medically dependent consumer** provide the **retailer** with a **reconfirmation form** and provide the applicant with the **reconfirmation form** prescribed by the **Authority**.
- (5) If a **retailer** requests a **reconfirmation form** under subclause (4), and a valid **reconfirmation form** is provided, the **retailer** must meet the **customer's** or **residential consumer's** reasonable costs of obtaining that **reconfirmation form**, unless the earlier **confirmation of status form** or **reconfirmation form** had specified a time period to which the **health practitioner's** confirmation given in the form applied, and that period has ended.
- (6) Upon completion of any review under subclause (1), the **retailer** must:
  - (a) notify the **customer** or **residential consumer** of the outcome of that review; and
  - (b) if the **retailer** decides that the **customer** or **residential consumer** should no longer be recorded as having **medically dependent consumer** status:
    - (i) inform them of the matters in subclauses 0(b) and (c);
    - (ii) provide them with two weeks' notice before removing their **medically dependent consumer** status; and
    - (iii) if a complaint is made through the **retailer's** internal dispute resolution process or to the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**, treat them as if they are a **medically dependent consumer** for at least the duration of the dispute.

*Providing information and advice in relation to medically dependent consumers*

**65 Retailers to provide information about their obligations to medically dependent consumers**

Before signing up a **residential consumer** as a new **customer**, a **retailer** must:

- (a) provide easily accessible information to the **residential consumer** about—
  - (i) the **retailer's** obligations in relation to **medically dependent consumers**;
  - (ii) when and how the **retailer** will request and record information about **medically dependent consumers**; and
  - (iii) the importance of the **residential consumer** notifying the **retailer** if they, or another **residential consumer** who permanently or temporarily resides at their property, is a **medically dependent consumer**; and
- (b) in any oral communication with the **residential consumer**, assist them to understand the importance of declaring to the **retailer** whether they, or another **residential consumer** who permanently or temporarily resides at their property, is a **medically dependent consumer**.

**66 Advice regarding individual emergency response plans**

As soon as a **retailer** knows that a **customer**, **residential consumer** considering entering into a contract with the **retailer**, or any other **residential consumer** who permanently or temporarily resides at the premises of such persons may be a **medically dependent consumer**, the **retailer** must:

- (a) advise the **customer** or **residential consumer**:
  - (i) that the supply of **electricity** cannot be guaranteed; and
  - (ii) of the importance of the **customer** or **residential consumer** arranging for the development of an individual emergency response plan; and
- (b) direct the **customer** or **residential consumer** to the **Authority** website for resources to support the development of an individual emergency response plan.

*Medically dependent consumers and prepayment services*

**67 Prepay product offerings for medically dependent consumer**

- (1) A **retailer** must not recommend a **prepay product offering** in relation to any **residential premises** if the **retailer** knows that a **medically dependent consumer** may permanently or temporarily reside at the premises.
- (2) If a **customer**, or a **residential consumer** considering becoming a **customer**, requests a **prepay product offering** for premises at which the **retailer** knows that a **medically dependent consumer** may permanently or temporarily reside, the **retailer** must, before agreeing to provide that service:
  - (a) use its best endeavours to encourage the **customer** or **residential consumer** to choose a **post-pay product offering**, including encouraging them to engage with one or more **support agencies** who may assist them in meeting any requirements of a **post-pay** contract;
  - (b) advise the **customer** or **residential consumer** that any **medically dependent consumers** residing at the premises should first discuss the **prepay product offering** with a **health practitioner** with an appropriate scope of practice; and
  - (c) inform the **customer** or **residential consumer** and, if the **retailer** has contact details for any **medically dependent consumers** residing at that premises, those **medically dependent consumers**, of the risk of there being no **electricity** supply if the **prepay** service runs out of credit.

**68 Preventing disconnection of a medically dependent consumer**

A **retailer** must use its best endeavours to avoid **electrically disconnecting** any **residential premises** at which a **medically dependent consumer** is residing.

**69 Distributor's obligations in event of emergency situation**

- (1) A **distributor** must, if practicable and if there is sufficient time, before undertaking an **electrical disconnection** in an emergency:
  - (a) visit the **residential premises** and use reasonable endeavours to contact any person at the premises before undertaking the **electrical disconnection**; and
  - (b) if contact is made with any person at the premises, advise them:
    - (i) of the reason for the emergency **electrical disconnection**; and
    - (ii) that if any **medically dependent consumers** are present, they should enact their individual emergency response plan.
- (2) When subclause (1) applies, a **distributor** must, as soon as practicable, advise the **retailer** who is the **trader** recorded in the **registry** as being responsible for a relevant **ICP**:
  - (a) of the **electrical disconnection**; and
  - (b) if the **distributor** contacted any person at the premises under subclause (1) and, if so, the name of that person (if known).

*Retailers' arrangements with distributors and metering equipment providers*

**70 Coordinating planned service interruption or electrical disconnection**

- (1) Where a **retailer** has advised a **distributor** of an application or a decision to record a person as a **medically dependent consumer** under clause 58, the **retailer** and the **distributor** must use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and **electrical disconnections** that will affect those **medically dependent consumers**.
- (2) Where a **distributor** receives a notification from a **retailer** under clause 58, the **distributor** must not vary the time or date of a planned service interruption or **electrical disconnection** that will affect those **medically dependent consumers**, without first consulting that **retailer** regarding those **medically dependent consumers**.
- (3) A **retailer** who is consulted under subclause (2) regarding a variation to the time or date of a planned **electricity** outage or **electrical disconnection** must use reasonable endeavours to inform any affected **customers** who are **medically dependent consumers** or who may have **medically dependent consumers** residing at their premises of the changes.
- (4) Each **retailer** that has an arrangement with a **metering equipment provider** under Part 10 of this Code must use reasonable endeavours to ensure their service level agreements with **metering equipment providers** prevent the **metering equipment provider**, having regard to any applicable health and safety requirements, from:
  - (a) **electrically disconnecting** the **retailer's customer** without explicit instruction or agreement from the **retailer**; or
  - (b) as far as reasonably practicable, varying the date or materially varying the time of an agreed **electrical disconnection** or **reconnection**.

**71 Coordinating planned service interruption or electrical disconnection with other retailers**

Where a **retailer** has **customers** at an **ICP** for which it is not the responsible **trader** as recorded in the **registry**, the **retailer** and the **trader** for that **ICP** must use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and **electrical**

**disconnections** that will affect any person who is the subject of a notification under clause 58, including on the matters referred to in clauses 69(2) and 70(2) and (3).

*When a residential consumer nominates an alternate contact person*

**72 Retailers to contact alternate contact person**

If a **residential consumer** nominates an **alternate contact person** as their primary contact under clause 54(3)(b), the **retailer** must liaise directly with the **alternate contact person** and only contact the **residential consumer** directly if the **retailer** has not been able to contact them through their **alternate contact person** after making reasonable attempts to do so.

*When a person may no longer be considered a medically dependent consumer*

**73 Circumstances where customer or residential consumer may no longer be considered a medically dependent consumer**

Subject to clause 68, a **retailer** may no longer regard a **customer** or **residential consumer** as someone who may be a **medically dependent consumer** in any of the following circumstances:

- (a) where the **customer** or **residential consumer** requests that they no longer be regarded as a **medically dependent consumer** or advises the **retailer** that they withdraw their consent provided under sub-paragraph 57(1)(b)(i);
- (b) where the **customer** or **residential consumer** no longer receives **electricity** from the **retailer**;
- (c) where a **retailer** has complied with clause 55, and has not received an application (in any form) for **medically dependent consumer** status within at least 21 **business days** of attempts to contact that **customer** or **residential consumer**;
- (d) where the **retailer** has validly declined an application for **medically dependent consumer** status under this Part of the **Consumer Care Obligations**.

## Part 9 Fees and bonds

**74 Purpose of this Part**

This Part of the **Consumer Care Obligations** imposes obligations on **retailers** concerning **fees**, **bonds** and **conditional discounts** to ensure they are reasonable.

**75 Requirement to disclose information on fees, conditional discounts and bonds**

Each **retailer** must clearly disclose:

- (a) information on all **fees**, **conditional discounts** and **bonds** that may be available to or payable by **customers**; and
- (b) if applicable, the method or calculation and the maximum limit of that **fee** under clause 77.

### *Fees*

**76 Retailers to make customers aware of fee amounts**

A **retailer** must only charge a **customer** a **fee** where the **retailer** is reasonably satisfied, before charging that **fee**, that the **customer** is aware of the amount of the **fee**.

### **77 Fees to have maximum limit**

Any **fee** which a **retailer** determines via a method or calculation must include a stated maximum limit.

### **78 Fees must be reasonable**

- (1) Any **fee** charged by a **retailer** to a **customer** must:
  - (a) not exceed reasonable estimates of the costs the **fee** is identified as contributing to; and
  - (b) otherwise be reasonable, taking into account the need to strike an appropriate balance between precision, and administrative and practical efficiency.
- (2) A **fee** must not:
  - (a) be used to offset future costs; or
  - (b) attempt to recover any deficit that may have arisen because of previous under recovery.

### **79 Retailers to offer to spread the payment of fees**

- (1) If a **retailer** charges a **fee** to a **customer** which is more than 20% of the **customer's** average monthly **invoice** amount (during the past 12 months or since the **customer** joined, whichever is shorter), or a reasonable estimate of a new **customer's** expected monthly **invoice** amount, the **retailer** must:
  - (a) offer the **customer** options to spread the payment of the **fee** over a period of at least five months; and
  - (b) advise the **customer** how this might impact them, taking into consideration any seasonal effects in their upcoming **invoice** cycles.
- (2) This clause does not apply if the **fee** is charged as part of the final **invoice** from the **retailer** to the **customer**.

## *Conditional Discounts*

### **80 Retailers to make customers aware of conditional discounts**

A **retailer** must use reasonable endeavours to ensure that **customers** are aware of the amount of any **conditional discount** available and how a **customer** can receive that **conditional discount**.

### **81 Conditional discounts must be reasonable**

- (1) Any **conditional discount** offered by a **retailer** to a **customer** must reflect a reasonable estimate of the costs incurred, or likely to be incurred, by the **retailer** as a result of a **customer** not meeting the **payment conditions**.
- (2) If a **customer** is no longer entitled to a **conditional discount** due to a failure to satisfy the **payment conditions**, before removing the discount the **retailer** must consider whether the **retailer** has one or more **pricing plans** that the **retailer** reasonably considers would reduce the amount of the **customer's invoices** and, if so, advise the **customer** of that plan or those plans.

## *Bonds*

### **82 Retailer's obligations regarding bonds**

- (1) Any **bond** required by a **retailer** must be reasonable, taking into account a reasonable estimate of the **customer's** expected **invoice** amount for a billing cycle.

- (2) A **retailer** must refund any **bond** no later than after the expiry of a 12-month period of the **customer** paying all **invoices** on time.

Q16. Do you have any comments on the drafting of the proposed amendment?