

Appendix B Explaining the changes to the Guidelines

The table below explains the operational changes we propose to translate Parts 2 to 9 of the Consumer Care Guidelines (Guidelines) into the Consumer Care Obligations in proposed new Schedule 11A.1 of the Code. It should be read alongside the text of the proposed Code amendment, in Appendix A.

For simplicity, we have not included in this table changes to make the recommendation a mandatory obligation, as this change has been made for all paragraphs unless otherwise stated.

Consumer Care Guidelines text	Proposed Code clause reference: Schedule 11A.1	Summary of changes	
Part 2: Retailers to publish a consumer care policy			
6	This Part makes recommendations to retailers concerning a consumer care policy, website information and initial communications with customers.	2	Proposed change to include a clearer purpose statement to assist with the interpretation of the obligations in this Part.
7	Retailers should publish a consumer care policy, which: a. explains the arrangements they have in place or are putting in place, and the actions they are undertaking, to achieve: i. the recommendations in these guidelines – for all consumers; and ii. the recommendations in these guidelines – specific to MDCs; and iii. the consumer outcomes in paragraphs 2 and 5; and	3(1)	Minor changes proposed to clarify that the obligation is to develop and publish a consumer care policy and to otherwise simplify the drafting.
	b. commits the retailer to working with its customers in a respectful, collaborative and constructive manner, recognising the contribution of electricity supply to the wellbeing of consumers; and	4(1)(a)	To make sure the Consumer Care Obligations are as clear as possible (including because the proposed Code amendment would make these obligations enforceable), we propose changes to paragraphs 7(b) to (e) of the Guidelines to impose obligations on retailers directly under the Code, instead of relying simply on retailers' commitments in their consumer care policies. We therefore propose changes to impose an obligation on retailers directly to use reasonable endeavours to work with its customers in a respectful, collaborative and constructive manner.

	c. commits the retailer to understandable, timely, clear, and accessible communications with customers and any consumers the retailer interacts with who are not a customer of the retailer, with the retailer striving to adapt its communications based on its customers' and consumers' needs; and	4(1)(b) and 4(2)	We propose changes to impose an obligation on retailers directly (see discussion at paragraph 7(b) above), to use reasonable endeavours to communicate in a manner which is understandable, timely, clear and accessible, and to adapt their communications based on the needs of those receiving them.
	d. commits the retailer to: <ul style="list-style-type: none"> i. seeking customer agreement for referrals to support/social agencies should the customer experience payment difficulties; and ii. allowing customers reasonable time to receive assistance from support/social agencies without incurring a financial penalty from the retailer; and iii. working with support/social agencies and health agencies cooperatively, constructively, and in a timely manner; and iv. aligning their practices with any protocols agreed between retailers and support/social agencies or health agencies, within six months of those protocols being published on the Authority's website; and 	5	<p>We propose changes to impose obligations on retailers directly (see discussion at paragraph 7(b) above), instead of relying on retailers' commitments in their consumer care policies.</p> <p>To provide greater certainty about retailers' obligations in relation to paragraph 7(d)(i), we propose including a requirement to make a referral to a support agency within five business days of having obtained the customer's consent.</p> <p>We propose refining paragraph 7(d)(iii) so that it applies to retailers when they are working with support agencies or health practitioners, as these are the groups we expect retailers to be working with on a regular basis under the Consumer Care Obligations.</p> <p>Paragraph 7(d)(iv) has not been included in the draft Code as it is unnecessary – no protocols have been published under the Guidelines.</p>
	e. commits the retailer to ensuring, where possible, that all customers have access to the support offered in accordance with these guidelines in a way that avoids disparate outcomes arising from such things as differences in language, ethnicity, educational achievement, culture, gender, physical and intellectual ability, age, health, income, wealth, and with transparent support options (eg, payment plans); and	3(3)	We propose changes to impose an obligation on retailers directly (see discussion at paragraph 7(b) above) to seek to avoid disparate outcomes arising from differences in language, ethnicity, education achievement, culture, gender, disability, age, health, income and wealth, when developing their consumer care policy.
	f. clearly explains in a prominent place all fees and bonds charged by the retailer and relating to circumstances covered by Parts 3-8 of these guidelines; and	3(2)(i)	Minor changes proposed to align this clause with paragraph 107 of the Guidelines (clause 73 of the draft Schedule 11A.1), which requires retailers to provide information on <i>all</i> fees, conditional discounts and bonds in the consumer care policy.
	g. commits to disclosing information in accordance with Part 10, which enables monitoring the extent to which retailers' arrangements achieve: <ul style="list-style-type: none"> i. alignment with the recommendations in these guidelines; and 	--	This has not been included in the draft Code as it is unnecessary - Part 11A of the draft Code includes obligations on retailers to disclose information to enable monitoring compliance with the Consumer Care Obligations.

	ii. the consumer outcomes in paragraph 5; and		
	h. is consistent with these guidelines	--	This has not been included in the draft Code as it is unnecessary – clause 11A.3 of the draft Code requires retailers to comply with the Consumer Care Obligations, which means that consumer care policies must also be consistent with the Consumer Care Obligations (while also showing how retailers will meet those obligations).
8	Retailers should include the following statements, or phrases with the same meaning, in their consumer care policy:	3(2)	To provide more operational flexibility to retailers developing their consumer care policies, we propose changes to require retailers to address the matters listed in paragraph 8 of the Guidelines in their consumer care policy (with some modifications, noted below), rather than to require the use of prescriptive statements or phrases.
	a. [We, retailer] recognise that electricity supply makes an essential contribution to you and your whānau’s wellbeing; and	3(2)(a)	Minor wording changes proposed to simplify the drafting.
	b. [We, retailer] want to make sure: i. you’re treated with care and respect in every interaction with us; and	3(2)(b)	Minor wording changes to clarify that the obligation is to explain that the retailer will work with its customers in a respectful, collaborative and constructive manner, to align with paragraph 7(b) of the Guidelines (clause 4(1)(a) of the draft Schedule 11A.1).
	ii. we communicate with you in a timely and clear fashion; and	3(2)(c)	Minor wording changes to clarify the obligation is to explain that the retailer will communicate in a manner which is understandable, timely, clear and accessible, to align with paragraph 7(c) (clause 4(1)(b) of the draft Schedule 11A.1).
	iii. you have every opportunity to be on the best pricing plan to meet your needs; and	3(2)(d)	Minor wording changes to clarify the obligation is to explain how the retailer will assist customers to be on the most suitable pricing plan for their circumstances.
	iv. we understand your situation and are proactive in offering assistance; and	--	This has not been included in the draft Code as it is captured under clause 3(2)(f) (see paragraph 8(b)(vi) below).
	v. we work with you in a collaborative and constructive manner to solve problems; and	--	This has not been included in the draft Code as it is captured under clauses 3(2)(b) and 3(2)(f) of draft Schedule 11A.1 (see paragraphs 8(b)(i) and 8(b)(vi) as addressed in this table).
	vi. we work with you to resolve payment difficulties and, with your permission, can link you to one or more support agencies or social agencies to assist you; and	3(2)(f)	Minor changes proposed to clarify the requirement is to explain how the retailer will work with customers experiencing payment difficulties (which would include but is not limited to the specific matters currently in paragraphs 8(b)(iv), (v), and (vi) of the Guidelines).

	vii. we work with you to try to keep your electricity connected if you are having payment difficulties; and	3(2)(g)	Minor changes proposed to clarify the requirement is to explain how the retailer will work with customers to ensure that disconnection is a last resort.
	viii. we learn from our experiences to continually improve our support processes; and	3(2)(g)	We propose clarifying that the obligation is on retailers to explain how they will reflect on any issues that arise in relation to residential consumer care, and use those experiences to continually improve the extent to which its policies promote the purpose in proposed clause 11A.1.
	c. To help you make decisions about which pricing plan suits you, we can tell you about your electricity consumption.	3(2)(e)	Minor wording changes proposed to align this obligation with existing language in the Code (clause 11.32A) and related references in the Guidelines (paragraph 30, clause 19 of the draft Schedule 11A.1).
9	<p>Retailers should create a clearly marked area on their customer-facing website that:</p> <ul style="list-style-type: none"> a. informs customers, and consumers, of the existence of their consumer care policy and describes the extent of the consumer care policy's alignment with these guidelines; and b. either sets out their consumer care policy or provides a link to their consumer care policy document; and c. names, and provides contact details for, the role in their organisation with responsibility for the retailer's alignment with these guidelines' intended outcomes in Part 1; and d. includes mention of and, as applicable, hyperlinks to/provides phone numbers for: <ul style="list-style-type: none"> i. the Authority's webpage on the consumer care guidance package; and ii. one or more reputable provider of budgeting advice services (one of which must be funded by the Ministry of Social Development) and one or more provider of advice on the efficient use of electricity; and iii. the contact information for the dispute resolution scheme identified under Part 4 of the Electricity Industry Act 2010. 	6	No material changes proposed.
10	Retailers should include the following statements, or phrases with the same meaning, in their first written communications (whether via an email, letter, web application or other method of written communication) on a particular issue with a customer who is in payment arrears (and use reasonable	26(2) and 27(c)(ii)	To provide more operational flexibility to retailers in determining how best to communicate with their customers, we propose changes to require retailers to address the matters listed in paragraphs 10 and 11 in their communications with customers

	<p>efforts to do so in appropriate follow-up written communications):</p> <p>a. [We, retailer] have a consumer care policy. This tells you what we can/will do to support you and what options you have; and</p> <p>b. You can find the information online here [include hyperlink]; or</p> <p>c. You can request [we, retailer] post[s] you a brochure that summarises our consumer care policy</p>		<p>in payment arrears, rather than to require the use of prescriptive statements or phrases.</p> <p>Changes are also proposed to simplify and clarify the scope of the obligations, including removing the current distinction between oral and written communications in paragraphs 10 and 11, and incorporate the obligations into clause 26 of the draft Schedule 11A.1, which is about retailers' obligations if a customer fails to pay an invoice (see paragraph 41 below).</p> <p>We have also added an obligation in clause 27(c)(ii) of the draft Code, to remind customers experiencing payment difficulties of the retailer's consumer care policy.</p>
11	<p>Retailers should include the following statements, or phrases with the same meaning, in their first oral or on-line communications on particular issues with a customer who is in payment arrears (and use reasonable efforts to do so in follow-up communications):</p> <p>a. [We, retailer] have a consumer care policy. We will work with you/want to work with you:</p> <p>i. to try to keep your electricity connected if you are having payment difficulties; and</p> <p>ii. to make sure you have every opportunity to be on the best pricing plan to meet your needs; and</p> <p>b. We'll work with you to resolve payment debt and with your consent we can link you to one or more support or social agencies to assist you, or you can nominate a support or social agency and/or advocate to assist you.</p>	26(2) and 27(c)(ii)	See discussion at paragraph 10 above.
12	Retailers should review and, as appropriate (eg, due to changed processes), update their consumer care policy at least every two years.	3(4)	No material changes proposed.
Part 3: Information and records relating to consumer care			
13	This Part makes recommendations to retailers concerning the collection and recording of information relating to consumer care, in particular for the purpose of enabling a retailer to proactively support, as effectively as possible, any customers who may have difficulty paying their electricity bill or maintaining connection to electricity.	14	Changes proposed to clarify that the purpose of this Part is to enable retailers to proactively and effectively support all their customers, including those who may experience payment difficulties (to better reflect the scope of the obligations in this Part).
14	Retailers should have and use processes and systems to request, record, allow them to access and ensure that they use information on customers' communication and	15	To ensure obligations are clear, changes are proposed to impose obligations on retailers to request and use the specified information to inform the retailer's communication and invoicing practices, rather than just to have

	invoicing preferences. Whether the information is offered by a customer in response to a retailer's request or proactively, retailers should work towards:		and use processes and systems to do so, or to work towards recording this information.
	a. for communication preferences, recording and utilising (as appropriate in accordance with these guidelines) the following information:	15(1) and 15(3)	No material changes proposed.
	i. a customer's two preferred communication channels available from the retailer, provided the retailer offers two or more communication channels; and	15(1)(a)	No material changes proposed.
	ii. a customer's preferred day(s) of the week to be phoned by the retailer and the time(s) within (those) day(s); and	15(1)(b)	Minor change to clarify this only applies if one of the customer's preferred communication channels is by phone. Retailers raised concerns that this information is highly variable and ineffective. The proposed change aims to address this by applying only if the customer prefers phone communications.
	iii. a customer's preferred language; and	15(1)(c)	No material changes proposed. Retailers noted that an obligation to record a customer's preferred language does not necessarily translate into a protection for the customer, as retailers will not always be able to ensure service in that language, limiting its value. While we acknowledge this concern, we think it is important that retailers are aware of a customer's preferred language, so that they can use this information to support compliance with other relevant obligations, including those at paragraph 7(c) above and paragraph 66(d) below (see clauses 4(2) and 37(2)(a) of the draft Code). This ensures alternative methods can be used to effectively engage with these customers where appropriate.
	iv. if a customer has a condition or disability that means some communication methods are not suitable, the communication method(s) that are not suitable and brief reasons as to why; and	15(1)(c)	Proposed change to make this a more comprehensive obligation to record any information the customer wishes to provide regarding <i>any matters</i> which may be relevant to engaging with the consumer, rather a narrow obligation limited to relevant conditions or disabilities. The proposed drafting also recognises that it will be for the customer to decide what they are comfortable sharing with the retailer.
	v. check with the customer that the customer should be able to understand the retailer's communications	--	This has not been included in the draft Code as the Authority considers it is not workable to require retailers to test each customer's comprehension of all retailer communications. Retailers will still be required to use reasonable endeavours to adapt their communications based on the needs of the customers receiving them (clause 4(2)), and to

			use a customer's communication preferences to inform the retailer's communication with that customer to the extent reasonably possible (clause 15(3)).
	vi. if a customer has a landline telephone, a cellular telephone, an internet connection, and an email address, and/or is willing to use an application or messaging service (specify which); and	--	This has not been included in the draft Code as it is unnecessary – communication preferences are captured under paragraph 14(a)(i) / clause 15(a).
	vii. if a customer wishes to use an alternate contact person, the alternate contact person's contact details and preferred communication channels as supplied by the customer, and the alternate contact person's authorisation to fulfil this role and for the retailer to hold this information; and	15(1)(d) and 17(2)	Reference to the alternate contact person's authorisation to fulfil this role is deleted from clause 15 and is incorporated into clause 17 of the draft Schedule 11A.1 (replacing paragraph 22(b) of the Guidelines) to avoid duplication.
	viii. if a customer wishes to use a support person, the support person's contact details and preferred communication channels as supplied by the customer, and the support person's authorisation to fulfil this role and for the retailer to hold this information; and	15(1)(e)	Requiring retailers to record contact details for support persons is not included in the draft Schedule 11A.1 as it is unnecessary – as some retailers noted in consultation, the Guidelines do not otherwise require retailers to contact support persons directly. This is because a support person performs a different role to alternate contact persons and is used at the customer's discretion. This is clear from the respective definitions of support person and alternate contact person in clause 11A.2 of the draft Code. A support person is authorised by a customer or medically dependent consumer to assist them with any issues related to their electricity supply, whereas an alternate contact person is authorised to operate as a primary or secondary contact for the customer or medically dependent consumer.
	b. for invoicing preferences, recording and utilising (as appropriate in accordance with these guidelines) the following information:	15(2) and 15(3)	No material changes proposed.
	i. a customer's preferred invoicing frequency, where the retailer offers more than one option; and	15(2)(a)	No material changes proposed.
	ii. a customer's preferred day for receiving an invoice or making payments from their account, where the retailer offers fixed payment dates; and	15(2)(b)	No material changes proposed.
	iii. a customer's preferred means of receiving their invoice selected from the options that the retailer offers.	15(2)(c)	No material changes proposed.
15	Retailers should have and use processes and systems to record, allow them to access and ensure that they use information that relates to a customer's or consumer's potential to	16(1)	Some retailers expressed concern that the recommended actions under paragraph 15 of the Guidelines are too prescriptive and invasive to customers. However, other stakeholders have told us that these

	experience payment difficulties and/or harm arising from difficulty accessing electricity (including by disconnection). Whether the information is already held by a retailer, or provided by a customer in response to a retailer's prompt or proactively, retailers should work towards recording and utilising (as appropriate in accordance with these guidelines):		protections are valuable if the information is recorded and used to support customers at risk of experiencing payment difficulties and harm from limited access to electricity. We have therefore proposed to retain the obligations. To ensure the obligations are clear and enforceable, changes are proposed to impose obligations on retailers to record and use the specified information as appropriate under the Consumer Care Obligations, rather than just to have and use processes and systems to do so, or to work towards recording and utilising this information.
	a. information on whether payment arrears are current or have happened in the past; and	16(2)(a)	Minor wording changes to align Code drafting.
	b. information regarding anticipated or current payment difficulties, or reasons for anticipated or current payment difficulties (so a customer would not have to repeat the information); and	16(2)(a)	Minor wording changes to align Code drafting.
	c. information on why they perceive themselves to be at increased risk of harm due to difficulty accessing electricity (including by disconnection); and	16(2)(b)	No material changes proposed.
	d. information on energy use and primary heating sources.	16(2)(c)	Some retailers raised concerns that collecting this information was unnecessary since they wouldn't use it to provide protection. Other stakeholders, however, told us that this clause should be retained, as this information is relevant to ensuring a customer is on the best plan for their usage, and therefore helps them avoid payment difficulties. We propose replacing this paragraph with a broader clause to capture any other relevant information, which could include, but is not limited to, information on energy use and primary heating sources. We agree that this information may still be relevant to a retailer's performance of its obligations under the Consumer Care Obligations, particularly those obligations relating to how retailers will assist customers to be on the best pricing plan for their circumstances.
16	The information referred to in paragraphs 14 and 15 should be recorded in the retailer's customer relationship management system.	--	This has not been included in the draft Code as it is unnecessary – this information must be recorded and accessible to customer service representatives to comply with clauses 15(3) and 16(1) of the draft Schedule 11A.1. It is unnecessary to prescribe where this information should be recorded on the retailer's system.
17	Retailers should make sure:	--	This has not been included in the draft Code as it includes matters which are either unnecessary or which overlap with other

			<p>clauses in the draft Code, as we discuss below.</p> <p>Removing paragraph 17 also addresses workability issues raised by some retailers who were concerned this paragraph was too prescriptive.</p>
	a. they maintain their customers' privacy, including complying with any privacy laws; and	--	This has not been included in the draft Code as it is unnecessary – it refers to existing legal obligations.
	b. the information collected in accordance with this Part (or a marker which flags that one or more of the factors in paragraphs 14 and 15 apply) should be readily accessible to the retailer in a retailer's customer relationship management system; and	--	This has not been included in the draft Code as it is unnecessary – retailers must ensure this information is accessible to comply with clauses 15(3) and 16(1) (and other clauses of the draft Schedule 11A.1) and should have operational flexibility to decide how best to do so.
	c. at a minimum, their sales and customer service representatives are aware the above information is held, where it is held and know to check for this information; and	--	This has not been included in the draft Code as it is unnecessary – see paragraph 17(b) above.
	d. their sales and customer service representatives know to ask the customer about whether this information remains current when engaging with the customer or at the start of engagements initiated by the customer, if there has been a period of more than three months since the retailer's most recent engagement with the customer; and	--	This has not been included in the draft Code as it overlaps with paragraph 30 of the Guidelines (clause 19 of the draft Schedule 11A.1) which requires to confirm their information remains accurate at least once a year.
	e. customer records show (if reviewed externally) how, over a customer's journey with a retailer, the retailer has acted to meet the intent of these guidelines.	11A.6(1)	Proposed changes to clarify scope of obligation is to maintain records of any activity regulated under the Consumer Care Obligations.
Part 4: When a customer signs up or is denied a contract			
18	This Part makes recommendations to retailers to take specific actions when a customer is signed up or a person enquiring with a retailer is denied a contract.	7	Proposed change to include a clearer purpose statement to assist with the interpretation of the obligations in this Part. Specifically, clause 7 proposes that this Part is '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'.
19	Retailers should make information easily available so that persons signing up to the retailer, or considering doing so, are able to make informed decisions.	--	This has not been included in the draft Code as it duplicates obligations in paragraph 21 below. Retailers also raised a concern that it was unclear what information should be made easily available under this paragraph. We consider this concern is addressed by relying on the more specific obligations in paragraph 21 below.

20	Retailers should advise each prospective customer of the range of electricity supply plans available from the retailer, and help each person understand which of the retailer's electricity offerings best meet the person's needs or, as appropriate, the needs of one or more consumers permanently or temporarily resident at the person's premises.	--	To avoid duplication this has not been included in the draft Schedule 11A.1 as a separate obligation but rather has been incorporated into the Code drafting addressing paragraph 21 of the Guidelines.
21	Before a new customer has signed up to a new pricing plan, retailers should: <p>a. in the case of a person to person conversation, advise the new customer of the range of electricity pricing plans (eg, controlled, uncontrolled, multi-rate, time-of-use) and payment plans (eg, smoothed payments ("smooth pay"), fortnightly, pre-pay) offered by the retailer and seek to help the new customer (including through personal contact) to understand what might work best for them or the drawbacks of any particular plan, (eg, break fees); or</p>	8(1)	Changes proposed to clarify obligation, adopting the proposed new definitions of 'product offering', 'pricing plan' and 'payment options', and clarifying that assistance to help customers identify the most suitable product offering includes assistance to understand any conditions which must be met in order to obtain the greatest benefit from a product offering (for example, changing consumption behaviour to take advantage of a special, time-specific rate). This is intended to provide clearer expectations to retailers, compared with the current more general expectation, in paragraph 20 of the Guidelines.
	b. in the case of an online transaction, make information easily available to the new customer about the range of electricity pricing plans (eg, controlled, uncontrolled, multi-rate, time-of-use) and payment plans (eg, smoothed payments ("smooth pay"), fortnightly, pre-pay) offered by the retailer and the drawbacks of any particular plan, (eg, break fees).	8(1)(b)	As with paragraph 21(a) above, changes proposed to clarify this obligation and make it more workable for retailers when engaging with customers on an online platform, especially compared with the current, more general expectation, in paragraph 20 of the Guidelines.
22	Retailers should satisfy themselves (acting reasonably) that new customers have reviewed the terms and conditions, and agree to:	8(2)	Proposed change to clarify the retailers' obligation is to ensure a residential consumer who is considering becoming a customer of the retailer has the opportunity to review the retailer's terms and conditions before agreeing to them. It is unnecessary to otherwise require retailers to satisfy themselves that the terms and conditions are agreed to, as retailers will have their own processes for ensuring a valid contract with their customers is entered into (including acceptance of terms and conditions).
	a. the retailer's terms and conditions, which should be readily available in plain English; and	8(3)	No material changes proposed (other than as discussed at paragraph 22 above).
	b. the retailer contacting the new customer's alternate contact person (where provided): <p>i. if the new customer requests that the retailer liaise with the alternate contact</p>	17(1)(b)	Proposed change to clarify the retailers' obligation is to confirm, with the customer, the scope of the customer's authorisation of the alternate contact person and then engage with the alternate contact person in accordance with that authorisation.

	<p>person rather than the new customer; and</p> <p>ii. if the new customer does not respond to a query from the retailer within that retailer's standard timeframe or the period specified by the customer as needing to elapse before the retailer may contact the alternate contact person.</p>		
23	Each retailer should advise new customers of the existence of the retailer's consumer care policy and the retailer's commitment to offer support if the customer faces payment difficulties.	12	No material changes proposed. While some retailers raised concerns that this obligation is unnecessary, we consider this is an important protection that should be retained.
24	Any retailer hesitating to enter a customer contract with any person enquiring with the retailer because of the person's poor credit record should carefully consider all relevant information rather than just the person's credit record, for example:	10	<p>Proposed changes to clarify that the obligation applies only if a retailer is considering declining a customer with a poor credit record, and to provide greater certainty to retailers by clarifying that the retailer is only required to consider relevant information provided by the person or otherwise reasonably available the retailer.</p> <p>Some retailers raised concerns that subparagraphs 24(a) and (b) involve retailers asking highly personal questions and making judgments beyond their expertise. They recommended removing these subparagraphs. While we acknowledge these concerns, we consider that it is important to keep these as examples of the type of information that is relevant to a retailer's decision making under this clause. To address retailers' concerns, we propose keeping these as examples of the type of information provided by a person that could be relevant, rather than making these mandatory relevant considerations. This will give retailers operational flexibility to decide how best to invite relevant information from the person.</p>
	a. in the reasonable opinion of the retailer whether the person is liaising with and actioning the advice or assistance received from a support/social agency in good faith; and	10(a)(i)	Proposed change to clarify the obligation is limited to considering any engagement the person has had with support agencies to obtain assistance with the payment of electricity costs of which the retailer is aware, rather than requiring a retailer to form an opinion as to whether any engagement is in good faith.
	b. whether the person's poor credit record is the result of historical financial pressures which are no longer impacting the person.	10(a)(ii)	No material changes proposed.
25	<p>Retailers that decide not to enter a customer contract with a person enquiring with the retailer should:</p> <p>a. provide the person with information about:</p>	11(a)	Paragraph 25(a)(i) is not included in the Code drafting to address workability issues raised by stakeholders. We agree is not workable or appropriate to require retailers to provide information on competitors' product offerings, as it raises risks of misrepresenting such

	<p>i. options generally available in the market (eg, weekly payment, smooth pay) that the retailer is aware of that may suit the person's circumstances better than the payment plan(s) offered by the retailer; and</p> <p>ii. one or more pricing plan comparison websites that provide information on alternative retailers active within the persons geographic area (eg, Powerswitch); and</p> <p>iii. the reason the retailer has decided not to enter a customer contract with the person (eg, a poor credit record, the retailer is not active in the customer's area, the customer does not have an ICP or an address, the metering at the customer's premises does not enable the retailer to offer any of its pricing plans), and actions the person could take to reduce the likelihood of this happening again (eg, clearing a credit record); and</p>		<p>offerings. Our preference is that retailers instead refer people to the electricity plan comparison platform nominated by the Authority (currently PowerSwitch).</p> <p>Minor changes to paragraph (a)(ii) to align with existing Code wording, and to paragraph (a)(iii) to simplify Code drafting.</p>
	<p>b. in the case of a person to person discussion, if the person says they are struggling to find a retailer who is willing to enter into a contract for electricity or distribution services with the person:</p> <p>i. refer the person to a support/social agency (eg, one or more reputable budgeting advice agency/agencies – one of which must be funded by the Ministry of Social Development), and indicate to the person whether the retailer is willing to reconsider supplying the person after the person engages with the agency; or</p> <p>ii. advise the person what changes the person could make to assist the person to locate a retailer who is willing to enter into a contract for electricity or distribution services with the person, eg, allow the installation of an AMI meter.</p>	11(b)	<p>Changes to clarify the scope of the obligation, namely, to limit the obligation to offering to provide the person with the specified information and advice, so that a retailer does not contravene this obligation if the person does not want a referral or advice. Given the clarified scope of the obligation, we propose it should be engaged whenever the person advises the retailer that they are having difficulty finding a retailer, regardless of communication method, rather than being limited to a 'person to person' discussion.</p>
26	<p>If a new post-pay customer nominates an alternate contact person, retailers should seek the contact person's agreement to act in that capacity (this may be when the retailer first needs to contact the nominated person), and advise the post-pay customer if the nominated person does not agree to act in that capacity.</p>	17(2)–(3)	<p>To address workability issues raised by retailers, a change is proposed to clarify that the retailer need only notify the customer if an alternate contact person no longer agrees to act in that capacity when liaising with the customer for the first time after being so advised, to avoid any unnecessary additional costs on retailers.</p>
27	<p>Retailers should advise each new post-pay customer of the process that will be followed if an electricity invoice is not</p>	13	<p>No material changes proposed. While some retailers were concerned that such an obligation would be unnecessary, we consider</p>

	paid when due and the customer does not engage with the retailer.		this is an important protection that should be retained.
28	<p>If a retailer obtains any new pre-pay customer, the retailer should confirm with the customer that the customer is aware of:</p> <p>a. any cost differential between post-pay and pre-pay metering arrangements, including, but not limited to, fees, bonds and the cost of electricity purchased under each arrangement; and</p> <p>b. that when credit for the pre-payment service is used up disconnection will occur; and</p> <p>c. the warnings the customer will receive prior to the credit for the meter expiring, noting these differ from the notices for post-pay customers set out in Part 7; and</p> <p>d. how to purchase additional or emergency credit for the prepayment service.</p>	9	To address the concern raised by some retailers that this clause provides no meaningful protection, we propose changes to clarify that this obligation is engaged before the retailer enters into a new prepay contract, as the purpose of this clause is to ensure that residential consumers are fully informed before they decide to enter a prepay contract with a retailer.
Part 5: Business-as-usual account management			
29	This Part makes recommendations to retailers to take specific actions during business-as-usual account management.	18	Proposed change to include a purpose statement to this Part, which is to ensure customers remain informed and to set minimum timeframes for payment of invoices.
30	Recognising that customers' situations can and often do change over time, retailers should, at least annually, interact with each of their customers and:	19	No material changes proposed.
	a. mention that the customer can request access to consumption data; and	19(a)	Minor change proposed to align with existing Code wording in clause 11.32A.
	b. advise the customer of the existence of the retailer's consumer care policy; and	19(b)	No material changes proposed.
	c. confirm the information recorded by the retailer in accordance with Part 3 remains current.	19(c)	Propose change to include confirming information recorded in accordance with Part 8 of the Consumer Care Obligations, in relation to medically dependent consumers.
31	If a customer enquires about changing a pricing plan or wishes to change a pricing plan, before making any change, retailers should:	20	No material changes proposed.
	a. make sure the customer is aware of the range of pricing plans and payment plans the retailer offers (eg, smooth pay, fortnightly, pre-pay) and seek to help the customer understand what might work best for them; and	20(a)–(b)	Changes proposed to clarify obligation, adopting the proposed new definitions of 'product offering', 'pricing plan' and 'payment options'.

	b. make the customer aware of any options generally available in the market the retailer is aware of that might suit the customer's circumstances better than the pricing plans and payment plans offered by the retailer.	20(c)	We propose replacing this paragraph with an obligation to provide information about the electricity plan comparison platform nominated by the Authority (currently PowerSwitch), for the reasons discussed at paragraph 25 above
32	Retailers should, if they become aware that a customer's nominated alternate contact person no longer agrees to act in that capacity, inform the customer of this.	17(3)	Propose merging this requirement into clause 17(3) to avoid duplication with paragraph 26 of the Guidelines (see discussion of proposed changes at paragraph 26 above).
33	Retailers should use actual meter readings for invoicing, if these are practicably available, either through each retailer's manual meter reading cycle or through remote meter readings.	21	Minor changes proposed to align wording with existing Code definitions.
34	Retailers should help customers better understand their electricity invoices by adopting the invoicing provisions set out in the Authority's 'Voluntary good contracting principles and minimum terms and conditions for domestic contracts' and by also clearly showing on each invoice or in supporting documentation (including via each retailer's website):	22	The first half of paragraph 34 has not been included in the draft Code as it is unnecessary – it refers to external guidance that is not being mandated as part of this process. Change proposed to second half of this paragraph to clarify that the specified information should be on both the invoice and in any supporting documentation.
	a. the full amount owing, broken down into the amount owing for the current invoicing period and any overdue amounts owing; and	22(a)	No material changes proposed.
	b. the due date(s) for payment of the invoice and how and where the invoice may be paid, and the different payment options available; and	22(b)	No material changes proposed.
	c. if bundled goods/services have been received by the customer, the amounts owing for each good/service.	22(c)	No material changes proposed.
35	Retailers should, if a customer has a prepayment service and subject to communications allowing, provide at least 24 hours' notice to the customer of any low credit balance.	24(1)	Changes proposed to address workability issues identified with this paragraph. The proposed drafting clarifies that the obligation is to notify a prepay customer immediately (likely via an automated system) after the customer's credit balance decreases below the equivalent of a reasonable estimation of two days' of standard usage for the customer. Changes are also proposed to clarify what information the notification under clause 24(1) of the draft Schedule 11A.1 should include, namely the customer's credit balance, a recommendation that the customer top-up to avoid interruption in the supply of electricity, and a statement that, when credit reduces to zero, electrical disconnection will occur.

Part 6: When payment difficulties are anticipated or arise

36	This Part makes recommendations to retailers to take specific actions when a customer anticipates payment difficulties, is having payment difficulties and/or is in payment arrears.	25	<p>Proposed change to include a purpose statement to this Part, which is to support customers experiencing payment difficulties to maximise their potential to maintain access to and afford a constant electricity supply suitable to their needs.</p> <p>To ensure workability of the obligations in Part 6, clause 25(2) proposes to clarify when a retailer is deemed to know about a customer's anticipated or actual payment difficulties. This will assist in clarifying subsequent obligations while also making clear that a retailer does not contravene the obligations for reasons beyond their control (for example, if a customer anticipates payment difficulties but does not notify their retailer and the retailer does not otherwise become aware of that information).</p>
37	Retailers should make sure their representatives who engage with customers about invoicing and/or debt collection are trained to build rapport with customers and recognise signs of pending or actual payment difficulties, including through material changes in consumption, and are empowered to provide effective assistance to all customers facing payment difficulties, to avoid the build-up of customer debt to the retailer	32	Minor changes to clarify the scope of the obligation on retailers.
38	Retailers should better serve customers by using customer account history data to understand where targeted assistance could be effective in avoiding payment arrears.	32	We propose merging paragraphs 37 and 38 into one obligation to provide more certainty as to what is expected of retailers, addressing workability concerns raised by some retailers. We have accordingly included in clause 32 of the draft Schedule 11A.1 a requirement that representatives receive appropriate training that includes using account history data to recognise signs of anticipated or actual payment difficulties, and a requirement that representatives are empowered to provide targeted assistance to customers to help them avoid payment arrears.
39	<p>A retailer may progress a customer in debt to "Part 7: Progressing to disconnection for non-payment of electricity invoices and reconnection" where, based on reasonable documented evidence:</p> <p>a. the retailer reasonably considers that the customer has been obtaining electricity or distribution services by or involving deceptive means; or</p> <p>b. the retailer's invoices to the customer are unpaid; and</p>	--	This has not been included in the draft Code as it is unnecessary – a retailer must follow Part 7 in relation to disconnection of any customer in debt, regardless of the reason (thereby capturing the situation in paragraph 39(a)), and paragraph (b) simply clarifies that a retailer may follow the process in Part 7 if the retailer has satisfied its obligations in Part 6, which is already captured by clause 37(1)(b) of the draft Schedule 11A.1.

	<p>i. a customer, in the reasonable opinion of the retailer, is failing to respond to the retailer's attempts to discuss account management specified in paragraph 43 or 44 below (provided the retailer, at a minimum, follows the approach to contacting the customer recorded in accordance with paragraph 14); or</p> <p>ii. the retailer has communicated with the customer.</p>		
40	Where a customer is in material breach of a retailer's terms and conditions for supply of electricity (other than breach for non-payment of an invoice), a retailer may proceed with disconnection in accordance with the process set out in the retailer's terms, even if the customer is in arrears and would otherwise go through the process in "Part 7: Progressing to disconnection for non-payment of electricity invoices and reconnection".	--	This has not been included in the draft Code as it is unnecessary – Part 7 does not exclude disconnection of a post-pay consumer for reasons other than for non-payment (although some of the restrictions on disconnection may apply, for example in relation to medically dependent consumers, in clause 45 of the draft Schedule 11A.1).
41	For customers on a monthly invoice cycle, retailers should follow the process set out below when a customer has missed a payment, with each step occurring on or after the number of days specified from the invoice date:	26	<p>Changes are proposed to clarify that the timing of the required contact attempts depends on when the late payment or reminder notice was issued, rather than when the invoice was issued. This gives retailers operational flexibility to choose to give customers a longer period to make payment before initiating the process under clause 26.</p> <p>Some retailers expressed caution about overprescribing what the process should look like when a customer is in payment arrears or experiencing payment difficulties. We have made changes throughout Parts 6 and 7 where we think retailers should have operational flexibility to choose their own methods for achieving the expected customer protections. However, we also see value in having a level of standardisation across retailers to ensure the process is accessible and easy to follow for customers. We have not, therefore, proposed significant changes to the overall structure of these Parts.</p>
	Day 1: Invoice issued, allowing a minimum of 14 days for payment.	23(1)	We propose moving this obligation to Part 5: Business-as-usual account management, to clarify that this is an obligation that applies in respect of all invoices, not just as a step for managing payment arrears.
	Day 14: On, or any time after day 14, if payment has not been made, the retailer may issue a late payment notice or a reminder notice to the customer as soon as payment is overdue and start the recommended actions in paragraph 43. The late payment notice should have the purpose of engaging the	26(1)(a)	We propose deleting the reference to paragraph 43 here because, as we explain at paragraph 43 below, we propose to clarify when the obligations in that paragraph are engaged, to address workability issues raised by retailers.

	customer to resolve the payment issue and avoid disconnection.		
	<p>Day 21: If payment has not been made, from day 21 the retailer should make at least three separate attempts to contact the customer via both the customer's preferred communication channel and their alternate contact person (if provided under Part 3) for the purpose of seeking payment and avoiding disconnection. The contact attempts should be:</p> <ul style="list-style-type: none"> i. at different times of the day; and ii. spread over a period of more than seven days. 	26(1)(b) and (3)(a)	<p>As explained at paragraph 41 above, we propose changes so that the contact attempts must be made after 7 days of the notice referred to in clause 26(1)(a) being issued. This means that it could be issued within the same timeframe as provided for currently (i.e. 21 days from the invoice being issued), but makes clear that retailers have operational flexibility to give customers a longer period to make payment before initiating the process under clause 26.</p> <p>Clause 26(3)(c) has been added, to clarify that the contact attempts are no longer required if the customer pays the invoice or agrees to a payment plan with the retailer.</p>
	Day 24: If payment has not been made, nor contact made by the customer, at or after day 24, the retailer should use the remaining contact attempts to also discuss the customer's situation and payment options. This timing allows six days for receipt of late payment notice and four days for a response.	26(3)(b)	No material changes proposed.
	For the purposes of these guidelines, leaving a voicemail message is an attempted contact but not a completed contact, unless the retailer has unsuccessfully tried all other contact methods available for the customer.	--	This has not been included in the draft Code as it is unnecessary – instead we propose to address successfully completed contact attempts at paragraph 54 below (clause 37(3) of the draft Schedule 11A.1).
42	For customers on a non-monthly invoice cycle, the timing of each step may be proportionally altered to align with the above step durations.	23(2) and 26(4)	No material changes proposed.
43	Retailers should, for a customer not on a payment plan, who is in payment arrears and/or is having payment difficulties:	27	We propose changes to clarify when the obligations in paragraph 43 are engaged, to address workability issues raised by some retailers and ensure the obligations are appropriately targeted to those consumers experiencing payment difficulties, and do not impose undue cost on retailers. We propose that the obligations should apply whenever a retailer knows or reasonably ought to know about a customer's anticipated or actual payment difficulties. In clause 25(2) of the draft Schedule 11A.1 we propose defining this to include when a customer tells the retailer that they anticipate challenges in paying their invoices on time, or they miss a payment for more than one billing cycle, or the retailer otherwise is aware of information that reasonably indicates anticipated or actual difficulties (for example, a pattern of overdue payments within the past 12 months, or a partial payment to a current invoice). This change will mean that retailers do not have to

			follow paragraph 43 for every customer who misses a single payment, as we appreciate that one-off missed payments can be for a number of different reasons that may not be linked to payment difficulties.
	a. clearly communicate its willingness to engage with the customer to resolve the payment issue by finding a suitable payment plan; and	27(a)	Changes proposed clarify the obligation is on retailers to use their 'best endeavours' to engage with the customer for the purposes of resolving the payment difficulties.
	b. encourage the customer to engage with the retailer over resolving the payment difficulties; and	--	This has not been included in the draft Code as a separate obligation as this will be captured by the changes proposed to clause 27(a) of the draft Schedule 11A.1 (see above).
	c. confirm the situation is not yet at the disconnection stage and the steps that the retailer will go through to assist the customer to make payments for the supply of electricity or the provision of distribution services; and	27(b)	Minor changes proposed to simplify the wording and avoid requiring prescriptive statements, to give retailers operational flexibility in determining how best to communicate with their customers.
	d. remind the customer they may nominate a support person and/or an alternate contact person, and, if the customer nominates one or both, record these persons in accordance with Part 3 and use these contact persons as requested by the customer; and	27(c)(i)	Reference to Part 3 has been deleted as it is unnecessary – the obligation to record this information will already arise by operation of clause 15(3) of the draft Schedule 11A.1 – see discussion at paragraph 16 above.
	e. where the customer has no such information, provide the customer with information to improve energy efficiency at their premises and/or inform the customer of where they can obtain advice or information on the efficient use of electricity; and	27(d)	No material changes proposed.
	f. offer advice, and if the customer agrees, advise on changes that could be made to the customer's consumption profile (eg, more off-peak electricity use) or to the metering configuration or installation at the customer's premises (eg, enabling load control) that would reduce the customer's electricity invoice amounts after taking account of the cost to change the metering configuration or installation at the customer's premises; and	27(e)	No material changes proposed.
	g. where the retailer has a pricing plan or plans available that would provide a lower delivered cost of electricity or distribution services to a customer based on the customer's average consumption over the past 12 months and taking into account seasonal variations in the customer's consumption, advise the customer of that plan or those plans (provided that the retailer does not need to advise the customer of more than three relevant	27(f)	Changes to clarify that the obligation is on retailers to advise the customer of plans that the retailer reasonably considers are most suitable for that customer (or others at the premises), and that the retailer should consider any advice given under paragraph 43(f) above, as well as the customer's consumption over the past 12 months. Changes are also proposed to align the obligation with other similar obligations in the draft Schedule 11A.1 by requiring that the

<p>pricing plans) stating clearly (where there is more than one alternative plan) which is the lowest cost option for the customer taking into consideration the customer's circumstances (eg, the customer may not be in a position to receive a discount from paying online); and</p>		<p>advice include any conditions the person must meet in order to obtain the greatest benefit from any plan advised on, and the drawbacks of any particular plan.</p>
<p>h. provided the customer has engaged with the retailer:</p> <p>i. satisfy themselves (acting reasonably) that the customer is aware or has been reminded of budgeting and electricity efficiency advice available from reputable support/social agencies; and</p> <p>ii. offer to refer the customer to any of those agencies as appropriate, with the customer's agreement, ensuring one of the budgeting advice agencies is funded by the Ministry of Social Development; and</p>	<p>27(g)</p>	<p>Minor changes to simplify wording and to replace the requirement in subparagraph (ii) that one of the agencies be funded by the Ministry of Social Development with a simpler requirement that the referral be to any support agency 'as appropriate'.</p> <p>Some retailers requested clarification about whether they can seek confirmation from the support agency that this support has been sought and an appointment booked. However, other stakeholders were concerned that this would increase support agencies' workload and undermine the confidentiality of client-social agency relationships. They were concerned that a requirement for customer consent may be an ineffective safeguard as customers may feel under pressure to provide that consent. Given these concerns, we have decided not to change the existing provisions at this time (noting that paragraph 43(i) is also relevant here).</p>
<p>i. if a referral is made under subparagraph (h) or a customer has contacted a support or social agency him or herself:</p> <p>i. offer to pause taking further steps in respect of the arrears or payment difficulties, advising the customer that any pause could cause the customer to go into more debt with the retailer; and</p> <p>ii. if the customer agrees to a pause, take a 14 day pause in taking steps in respect of the arrears or payment difficulties, except that, if the retailer has not received confirmation within 7 days of implementing the pause from the support/social agency or agencies that the consumer is engaging constructively with the agency or agencies, the retailer may recommence taking steps in respect of the arrears or payment difficulties; and</p>	<p>27(h)</p>	<p>No material changes proposed.</p> <p>Some stakeholders were concerned that it is not practical or reasonable to expect confirmation from support agencies within the current 7 day timeframe. We acknowledge these concerns, however, we do not propose changes to these timeframes without conducting further policy work to understand the potential unintended consequences of extending the minimum timeframes, including implications of debt accumulation for customers.</p>
<p>j. offer to the customer, and, if the customer agrees, discuss with the customer payment plans that appear suitable to the customer's circumstances, including payment plans that:</p>	<p>27(i)</p>	<p>No material changes proposed.</p>

	<p>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</p> <p>ii. help avoid the customer falling into debt with the retailer; and</p>		
	<p>k. as a final step and subject to the customer's agreement, refer the customer to Work and Income or a support agency likely to help the customer pay their electricity supply debt.</p>	27(j)	No material changes proposed.
44	<p>Retailers that offer bundled goods/services should, for a customer not on a payment plan and who is in payment arrears and/or is having payment difficulties, explain to the customer how part payments are being cleared against bundled components of an invoice that cover multiple goods/services provided. Retailers should consider allowing customers to elect that any part payments clear the customer's debt related to electricity supply or distribution services first.</p>	28	No material changes proposed.
45	<p>Retailers should not, for each customer on a payment plan, unilaterally change the customer's payment plan other than in accordance with the retailer's terms and conditions.</p>	29	No material changes proposed.
46	<p>Retailers should work towards having the capability to monitor individual customer consumption to help them anticipate which customers may benefit from assistance. For a customer on a debt payment plan:</p>	30(1)	<p>No material changes proposed.</p> <p>Some retailers raised that consumers may view their monitoring of electricity consumption to be intrusive. Overall, we consider these are important measures that should be retained. These clauses aim to protect consumers by ensuring they receive timely information. This helps customers manage the energy use and avoid unexpected costs. It may also help retailers to identify signs of energy hardship.</p>
	<p>a. if electricity use rises materially and suddenly other than due to seasonal effects, the retailer should contact the customer to advise them of the change in consumption, check it was expected, and offer to help identify potential reasons for the increase (eg, change in household numbers). The retailer should take the increased consumption and change in circumstances into account and advise the customer of price plans (if any) that would reduce the customer's electricity bill; and</p>	30(2)	<p>Minor changes to clarify that this obligation applies when material and sudden increases are not explained by seasonal effects or other known factors.</p>
	<p>b. if electricity use falls materially over a period of more than one month other than due to seasonal effects, the retailer</p>	30(3)	<p>Minor changes to clarify that this obligation applies when a material decrease in electricity use is not explained by circumstances of which</p>

	<p>should contact the customer to check whether they are intentionally reducing their consumption due to actual or anticipated payment difficulties. The retailer should take the reduced consumption and change in circumstances into account and advise the customer of price plans (if any) that would reduce the customer's electricity bill; and</p>		<p>the retailer is aware, including but not limited to seasonal effects.</p>
	<p>c. monitor the customer's debt repayments and electricity usage (noting instalment plans are excluded from electricity usage monitoring) at a frequency appropriate to the debt payment plan (eg, monthly monitoring may be appropriate if the payment plan consists of fortnightly payments), and contact the customer, if:</p> <p>i. a part payment has been made, to see whether this indicates the customer is having payment difficulties and that the payment plan should be reviewed; and</p> <p>ii. their usage changes to the extent that the payment plan may no longer be appropriate; and</p>	<p>31(1) and (2)</p>	<p>We have proposed subsuming paragraph (c)(ii) of the Guidelines into clause 30(2) and (3) of the draft Schedule 11A, which already addresses retailers' obligations in relation to usage changes for customers on payment plans.</p> <p>The remainder of this paragraph has been included in clause 31(1) and (2) of the draft Schedule 11A with no material changes proposed.</p>
	<p>d. communicate with the customer every three months or as often as required to see how the customer is managing the debt payment plan. If the customer indicates they are having payment difficulties (eg, taking payday loans to meet payments), the retailer should:</p> <p>i. offer to have a conversation with the customer about what the customer can afford and review the payment plan; and</p> <p>ii. ask for the customer's agreement so the retailer can refer the customer to reputable support/social agencies offering budgeting and electricity efficiency advice.</p>	<p>31(2)(b) and (3)</p>	<p>No material changes proposed.</p>
47	<p>Retailers should, within five business days of a customer falling behind in their repayments, contact the customer (being prepared to justify to the customer why the contact was immediate or why a delay occurred in the contact), and:</p> <p>a. offer to have a conversation with the customer about what the customer can afford and review the payment plan; and</p> <p>b. ask for the customer's agreement to the retailer referring the customer to reputable support/social agencies</p>	<p>31(4)</p>	<p>No material changes proposed.</p> <p>We have also proposed including additional matters to include in contact under this clause, to require retailers to inform the customer that they have fallen behind in their repayments and explain the next steps if repayment is not made.</p>

	offering budgeting and electricity efficiency advice.		
48	Retailers should monitor the frequency and duration of disconnections for customers with a prepayment service.	33	No material changes proposed.
49	Retailers should liaise with customers whose usage is abnormally low/high or whose prepayment service runs out of credit frequently (eg, on average one day in seven) or for relatively long durations (eg, for several days), and:	34(1)	Minor change to align wording of this clause with clause 30(3) of the draft Schedule 11A.1 (see paragraph 46(b) above) by replacing 'usage is abnormally low/high' with 'consumption materially changes in a manner not explained by circumstances of which the retailer is aware (including seasonal factors)'.
	a. discuss options with the customer that may reduce or avoid instances of disconnection (eg, improved energy efficiency and budgeting); and	34(2)(a)	No material changes proposed.
	b. offer to refer the customer to a support or social agency, with the aim of ensuring the customer will be able to more consistently maintain their electricity supply.	34(2)(b)	No material changes proposed.
Part 7: Progressing to disconnection for non-payment of electricity invoices and reconnection			
50	This Part makes recommendations to retailers to take specific actions prior to, at, and following disconnection of customers for non-payment of electricity invoices including: a. to notify post-pay customers with debt relating to electricity supply or distribution services about planned disconnection, and b. in relation to disconnection and reconnection of post-pay and pre-pay customers	35	Proposed changes to simplify this explanatory paragraph and to include a clearer purpose statement to assist with the interpretation of the obligations in this Part. We also propose to change the title of Part 7 to "Disconnection and reconnection of residential premises", to better reflect the scope of Part 7.
51	This Part is relevant to all disconnections carried out for non-payment of electricity invoices regardless of the disconnection method (in-person, remote or prepayment). However, it is recommended that MDCs are not disconnected (see Part 8).	--	This has not been included in the draft Code as it is unnecessary – the scope of the obligations in this Part is addressed in clause 35 and is clear from the wording of each obligation.
52	Retailers should make sure disconnection, either in-person or remotely, of a post-pay customer for non-payment of one or more electricity invoices is a last-resort measure	36	Proposed changes to clarify that the obligation is on retailers to 'use best endeavours' to ensure that electrical disconnection of a post-pay customer's premises for non-payment is a measure of last resort.
53	Retailers should make sure they have followed the recommendations set out in Part 6 before carrying out the recommended actions in this Part 7.	37(1)(b)	Propose shifting this obligation to clause 37(1)(b) of the draft Schedule 11A.1 and replacing the current wording at paragraph 54(b) (see discussion below).
54	Retailers should commence the notification process for disconnecting a	37(1)	Changes proposed to clarify that a retailer is only required to undertake these steps if they intend to disconnect the customer. Retailers

	post-pay customer's premises for non-payment of an electricity invoice only if:		will not always initiate a process for disconnection non-payment of an invoice.
	a. the retailer has the contractual right to disconnect the premises; and	37(1)(a)	No material changes proposed.
	b. the retailer has taken all reasonable actions to make sure the customer has exhausted or refused, without good reason, all relevant assistance offered in accordance with Part 6 for paying the debt; and	37(1)(b)	Propose replacing this wording with the broader wording currently used in paragraph 53 (see above). This clarifies that retailers must comply with all relevant obligations under Part 6 before disconnecting a post-pay customer for non-payment, which includes offering to refer the customer to a support agency and offering to pause taking further steps while a customer seeks support (clauses 27(g) and (h) of the draft Schedule 11A.1). We do not propose requiring retailers to be satisfied that a customer has exhausted or refused all relevant assistance, as it is not workable or appropriate to require retailers to further enquire into and determine a customer's reasons, for example, for not seeking certain assistance.
	c. the customer is not adhering to a debt payment plan that, over time, is reducing the customer's debt; and	37(1)(d)	Minor change to clarify this a customer must not be 'substantially' adhering to a payment plan, so that minor or one-off deviations from a payment plan do not trigger disconnection. We also propose including that the provision may be satisfied where a customer has not agreed to a payment plan. We note that a retailer is required, under clause 27(i), to offer and discuss payment plans that are suitable for the customer's circumstances.
	d. the retailer has taken all reasonable actions to make sure the customer, or any consumer permanently or temporarily resident at the customer's premises, is not, or may not be, an MDC.	37(1)(e)	Minor drafting change to use language of 'best endeavours' rather than 'all reasonable actions', for consistency with other clauses in the draft Schedule 11A.1.
55	Retailers should commence the notification process for disconnecting a post-pay customer's premises for non-payment of an estimated invoice only if, in the retailer's reasonable opinion, the estimated reading is a reasonable estimation of actual consumption and at least one of the following applies:	37(1)(c) and 38(1)(a)	Change proposed to clarify that these are in addition to the obligations in paragraph 54 above.
	a. a meter reading is not available due to a customer obtaining electricity or distribution services by or involving deception, vandalism, or an issue with the metering installation; or	38(1)(b)(i)	No material changes proposed.
	b. the retailer cannot obtain a meter reading without breaching the Health and Safety at Work Act 2015 or causing another person to breach the Health and Safety at Work Act 2015; or	38(1)(b)(ii)	No material changes proposed.

	<p>c. the customer does not:</p> <p>i. give the retailer, or the retailer's agent, access over a 40 business day period to a metering installation at the customer's premises for the purpose of obtaining a meter reading or carrying out a metering installation repair, replacement or certification; and</p> <p>ii. the retailer does not accept a meter reading provided by the customer because any of the circumstances in paragraph 56 apply.</p>	38(1)(b)(iii)	No material changes proposed.
56	<p>The circumstances referred to in paragraph 55(c)(ii) are:</p> <p>a. the meter reading does not lie within an acceptable range compared with the expected pattern, previous pattern, or trend of consumption; or</p> <p>b. the meter reading does not relate to that customer; or</p> <p>c. the customer does not provide sufficient information to enable the retailer to identify the meter; or</p> <p>d. the customer supplies a cumulative meter register reading when the retailer requires absolute half-hourly meter readings that are only available electronically.</p>	38(2)	No material changes proposed.
57	Retailers should, before disconnecting a post-pay customer's premises for non-payment of an electricity invoice:	37(1)(f)	No material changes proposed.
	a. satisfy themselves (acting reasonably) that they have made at least five attempts to contact and inform the customer or customer's alternative contact person (where provided) of the pending disconnection.	37(1)(f)(i)	Changes proposed to clarify obligation is on the retailer to make five separate attempts to contact the customer.
	<p>The five contact attempts should:</p> <p>i. include at least three attempts made through the customer's preferred communication channel. These attempts can be made up of the three attempts specified under paragraph 41; and</p> <p>ii. include at least two further attempts which can be made through other communication channels; and</p> <p>iii. use and successfully complete a traceable form of contact at least once (eg, an electronic read/viewed receipt, courier letter requiring a signature), or a</p>	37(2)-(3)	No material changes proposed. Retailers will be required to attempt contact through a representative visiting the premises but only if no other earlier traceable forms of contact have been successful. The Authority acknowledges concerns raised by some retailers that these requirements represent the highest compliance cost in the Guidelines, yet evidence of effectiveness is mixed. However, other stakeholders have told us these are important consumer protections that ensure, so far as is reasonably possible, customers in payment difficulty are given ample opportunity to engage with their retailer and avoid

	representative of the retailer visiting the premises.		disconnection. International examples ¹ also point to the importance of home visits and face-to-face interactions in building trust and effectively supporting customers in financial hardship. We have, therefore, proposed retaining these protections at this stage.
	<p>b. issue the customer with a final notice of disconnection, which should be provided at least 44 days after the invoice was issued; and</p> <p>i. not less than 24 hours or more than 10 days before remote disconnection; or</p> <p>ii. can be provided by a representative visiting the premises to action the disconnection.</p>	37(1)(f)(iii) and (iv)	Changes proposed to apply the same timing requirements for all disconnections, whether carried out remotely or not. Consequently, we propose clarifying that retailers must ensure a copy of the disconnection notice is provided to the customer, or left at the customer's premises, by the person visiting the premises to action the disconnection.
	Provision of the disconnection notice can be included in one of the five contact attempts specified in paragraph 57.a.	--	This has not been included in the draft Code as it is unnecessary – provision of a disconnection notice could be included in one the contact attempts regardless.
58	For customers on a non-monthly invoice cycle, the timing of each step in paragraph 57 may be proportionally altered to align with the above step durations.	--	This has not been included in the draft Code – we understand that retailers will generally use the same process for all disconnections regardless of invoice cycle, and consider it is more workable to have a consistent set of timeframes for disconnection steps as opposed to an uncertain, proportional approach that will be less accessible and harder for customers to follow.
59	Retailers should re-issue a final notice of disconnection to a post-pay customer if the retailer did not disconnect the premises within the timeframe set out in the final notice of disconnection.	39	Changes proposed to clarify that, when this paragraph applies, retailers must issue a further final notice of disconnection and that the same requirements in relation to final notices of disconnection will apply.
60	Retailers should make sure that the content of any notice or final notice of disconnection for nonpayment or for non-registration of any premises to which the retailer supplies electricity or distribution services, aims to engage the post-pay customer (or consumer for uncontracted premises) to resolve the non-payment issue by containing at least the following information:	40 and 43(3)	<p>We propose structural changes to Part 7 to clarify the obligations by addressing disconnection of post-pay customers and disconnection of uncontracted premises separately. Accordingly we propose replacing paragraph 60 with two separate clauses that address the requirements for notices issued to post-pay customers (clause 40 of the draft Schedule 11A.1) and issued in respect of uncontracted premises (clause 43(3) of the draft Schedule 11A.1).</p> <p>We also propose an additional obligation on retailers to include in each relevant notice a statement of similar effect to paragraph 61(b) below (see clauses 40(b) and 43(3)(b) of the draft Schedule 11A.1). This will address a minor internal inconsistency in the Guidelines</p>

¹ National trials of the '[Knock to Stay Connected](#)' programme (an initiative in Australia) demonstrated that up to 80% of disconnections can be avoided through their human-centered approach.

			to ensure consistent messaging in all communications regardless of their method.
	a. the contact details necessary for payment of some, or all, of the debt; and	40(a) and 43(3)(a)	Wording of this paragraph may not be suitable for notices issued in respect of uncontracted premises, so we propose changing this to 'contact details of persons who can be contacted about contracting with the retailer' (clause 43(3)(a) of the draft Schedule 11A.1). No material changes proposed in respect of notices issued to post-pay customers.
	b. payment options available (eg, smooth pay or redirection of income); and	40(c) and 43(3)(c)	No material changes proposed.
	c. details of the retailer's dispute resolution process and the contact details of Utilities Disputes; and	40(d) and 43(3)(d)	Minor changes proposed to align wording with existing Code references to the dispute resolution scheme identified under clause 3 of Schedule 4 of the Act (Utilities Disputes Limited).
	d. details of all the charges, fees and penalties that must be paid, if disconnection and reconnection occur, in addition to charges for electricity supply and/or the provision of distribution services; and	40(e) and 43(3)(e)	No material changes proposed.
	e. the contact details of Work and Income or other support/social agencies that can help the customer or consumer to pay their electricity invoice; and	40(f) and 43(3)(f)	Wording of this paragraph may not be suitable for notices issued in respect of uncontracted premises, so we propose changing this to 'the contact details for one or more support agencies from which the customer could seek assistance with the payment of electricity costs' for clause 43(3)(f). No material changes proposed in respect of notices issued to post-pay customers.
	f. the contact details of one or more reputable budgeting advice agencies (one of which must be funded by the Ministry of Social Development); and	--	This has not been included in the draft Code as it is unnecessary – the definition of 'support agency' proposed for the draft Code and used in clause 40(f) directly above includes agencies that provide financial mentoring services.
	g. where to obtain information on applying to have MDC status and a summary of what it means to be an MDC.	40(g) and 43(3)(g)	No material changes proposed.
61	Retailers should satisfy themselves that any of their representatives who visit a post-pay customer's premises or uncontracted premises for the purpose of contacting the customer about the nonpayment of an electricity invoice or to make a disconnection:	41 and 44	We propose structural changes to Part 7 to clarify the obligations by addressing disconnection of post-pay customers and disconnection of uncontracted premises separately. Accordingly, we propose replacing paragraph 61 with two separate clauses that address the requirements for visits to a post-pay customer's premises (clause 41) and to uncontracted premises (clause 44). We also propose clarifying that these obligations apply only in relation to representatives visiting for the purpose of

			<p>discussing non-payment of an invoice (in the case of a customer's premises) or the pending electricity disconnection (in the case of uncontracted premises). This will address a workability issue raised by some retailers, who were concerned that contractors engaged to carry out a physical disconnection are not equipped to provide direct advice to consumers. Under the proposed changes, these contractors would be excluded from the obligations in this clause as they would not be visiting the premises for the specified purposes. They would however be required to provide or leave at a customer's premises a copy of the final notice of disconnection (see clause 37(1)(f)(iv)).</p> <p>We are also ensuring that retailers' representatives who are tasked with customer interactions are suitably trained to do so (see clause 32, discussed at paragraph 37 above).</p>
	a. make a reasonable effort (and maintain reasonable recorded evidence of those efforts) to contact any customer or consumer at the premises (unless there is a health and safety risk to the representative or the customer or consumer); and	41(a) and (c); 44(a) and (c)	Changes proposed to clarify that the obligation on representatives to maintain a record includes a record of the matters addressed in paragraphs 61(b) to (d).
	b. advise the customer or consumer at the premises to contact the retailer, including, if necessary, provide information to the customer relevant to the customer's or consumer's situation to enable this (eg, how the customer or consumer can contact the retailer if the customer or consumer has no phone or internet), and informing the customer or consumer that, if they make contact with the retailer at any point before disconnection, the retailer should actively work with the customer or consumer to avoid disconnection occurring, even if the customer or consumer has failed to act on prior attempts by the retailer to engage with them; and	41(b)(i)-(ii); 44(b)(i)-(ii)	No material changes proposed.
	c. provide information to the customer or consumer at the premises regarding reputable support/social agencies offering budgeting and electricity efficiency advice; and	41(b)(iii); 44(b)(iii)	Minor drafting change to align references to support agencies with other clauses in the draft Code.
	d. make a reasonable effort to ascertain and consider whether there are any reasons why the disconnection should be put on hold (eg, there is, or may be, a MDC or an unverified MDC at the premises, there is a dispute in progress between the customer and the retailer, or the customer provides reasonable	41(b)(iv); 44(b)(iv)	Minor drafting change to use language of 'reasonable endeavours' rather than 'reasonable effort', for consistency with other clauses in the draft Code.

	evidence to show they are making genuine efforts to arrange payment of the debt).		
62	<p>Retailers should provide a final notice of disconnection to a post-pay customer, or the consumer(s) at any uncontracted premises only after sending an initial notice of disconnection and:</p> <p>a. not receiving payment in full, or in accordance with an agreed payment plan, from the customer or consumer, or any other person, for an electricity invoice; or</p> <p>b. not agreeing a payment plan with the customer or consumer and not currently being in a live process/dialogue with the customer regarding a payment plan solution.</p>	37(1)(f)(ii) and (f)(iii)(A)	<p>To clarify retailers' obligations and the disconnection process, we propose including a timeframe for initial notices of disconnection to post-pay customers, so that an initial notice is issued no earlier than 28 days after the invoice was issued. This means an initial disconnection notice can be issued no earlier than 14 days after the invoice becomes overdue, and at least 16 days before a final notice of disconnection.</p> <p>This paragraph has not been included in the draft Schedule 11A.1 in relation to notices for uncontracted premises, as it overlaps with the separate obligation in paragraph 64(e)(i) below.</p>
63	<p>If half-hour metered electricity consumption data is not available for the premises, or a retailer does not have the capability to monitor and analyse the half-hour metered electricity consumption data at individual uncontracted premises, or analysis of the half-hour metered consumption data at the premises does not indicate a domestic consumer is in residence, a retailer may authorise the remote disconnection of uncontracted premises only if:</p> <p>a. the retailer has confirmed the premises is not being switched to another retailer (with a switch date effective at the start of the consumer's occupancy); and</p> <p>b. the retailer has no supply contract with a customer for the premises; and</p> <p>c. the meter or disconnection device can safely disconnect and reconnect the premises; and</p> <p>d. the retailer has satisfied itself, acting reasonably, that disconnection of the premises will not disconnect an MDC or an unverified MDC.</p>	43(2)	<p>To clarify retailers' obligations in relation to uncontracted premises, we propose replacing paragraphs 63 and 64 with one set of requirements, in clause 43 of the draft Schedule 11A.1 (see discussion at paragraph 64 below).</p> <p>Clause 43(2) of the draft Schedule 11A.1 proposes a limited exemption to the requirement to attempt contact with any residential consumers at an uncontracted premises before disconnection. The exemption will only apply if analysis of half-hour metered electricity consumption data for that premises does not indicate a residential consumer resides there.</p> <p>The other circumstances captured by paragraph 63 (when half-hour consumption data is not available, or the retailer does not have the capability to monitor that data) will not be exempted from the requirement to make contact attempts. While this is not an express requirement of paragraph 63 currently, we think this is reasonably required in order to meet paragraph 63(d), which requires retailers to be reasonably satisfied that disconnection will not disconnect a person who may be a medically dependent consumer. Currently the Guidelines provide no guidance on how retailers are to meet this expectation. Our view is that it is best achieved by following the same contact attempt process that applies under paragraph 64 and discussed below.</p>
64	If half-hour metered electricity consumption data is available for the premises, and the retailer has the capability to monitor and analyse the electricity consumption at individual uncontracted premises, and analysis of the half-hour metered consumption data	43(1)	Proposed changes to expand requirements to all uncontracted premises (subject to subclause 43(2) of the draft Schedule 11A.1, discussed above).

	at the premises indicates a domestic consumer is in residence, a retailer may authorise the remote disconnection to the uncontracted premises, only if:		
	a. the retailer has confirmed the premises is not being switched to another retailer (with a switch date effective at the start of the consumer's occupancy); and	43(1)(a)	No material changes proposed.
	b. the retailer has no supply contract with a customer for the premises; and	--	This has not been included in the draft Code as it is unnecessary – if a retailer has a supply contract for the premises, the premises will not be an 'uncontracted premises'.
	c. the meter or disconnection device can safely disconnect and reconnect the premises	--	This has not been included in the draft Code as it is unnecessary – it overlaps with the requirement at paragraph 66(e) below.
	d. the retailer has satisfied itself, acting reasonably, that disconnection of the premises will not disconnect an MDC or an unverified MDC	43(1)(b)	Proposed change to merge this with paragraph 64(e) below, to clarify the specified contact attempts meet this obligation.
	e. the retailer has made reasonable efforts to contact the consumer. The retailer's contact attempts should include:	43(1)(b)	Proposed change to clarify the obligation is on the retailer to take the following steps to contact any residential consumers residing at the uncontracted premises.
	i. issuing a notice informing the consumer at the premises they must contract with a retailer (the retailer may wish to provide a joining pack to the consumer alongside the notice); and	43(1)(b)(i)	No material changes proposed.
	ii. re-issuing the notice in sub paragraph i. above, if at least seven days have passed since the retailer has become aware of electricity consumption at the premises, but the retailer has still not entered into a contract for electricity with the customer, or is not aware that a person has entered into a contract for electricity with another retailer for the premises; and	43(1)(b)(ii)	Changes proposed to merge this subparagraph with subparagraph (iii) below and clarify that the notice issued under this paragraph is the final notice of disconnection, and that it can be issued no earlier than 7 days after the first notice was issued.
	iii. issuing a final notice of disconnection, including the proposed timeframe for disconnection. This notice may be included in the communication under sub paragraph ii. above; and	43(1)(b)(ii)	See above.
	iv. attempting at least one traceable form of contact (eg, a courier letter requiring a signature, or a representative of the retailer visiting the premises) to deliver one of the notices described in sub paragraphs i, ii, or iii above.	43(1)(b)(iii)	No material changes proposed. We acknowledge the concerns raised by retailers that these requirements represent the highest compliance cost in the Guidelines, yet evidence of effectiveness is mixed. However, by retaining this step, we aim to reduce the risk of inadvertently disconnecting vulnerable consumers particularly those who may be medically dependent. We recognise the challenges posed by this clause and we propose to work with retailers to

			monitor its effectiveness. Future work may explore alternative methods and consider further changes.
65	If there is more than one consumer at any uncontracted premises, the retailer may seek to make contact under the above paragraphs with any consumer whom the retailer reasonably considers controls the premises.	44(a)	This has been incorporated into clause 44(a) of the draft Schedule 11A.1, to require representatives to make a reasonable effort to contact the residential consumer or consumers who control the premises.
66	Retailers should not disconnect a post-pay customer's premises or uncontracted premises either in person or remotely, if any of the following apply:	45(1)	No material changes proposed.
	a. the process set out in Part 7 has not been followed; or	45(1)(a)	No material changes proposed.
	b. at least one verified or unverified MDC permanently or temporarily resides at the premises (see Part 8); or	45(1)(b)	Change proposed to clarify this restriction applies whenever the retailer knows that a medically dependent consumer may be permanently or temporarily residing at the premises, with clause 53(2) of the draft Schedule 11A.1 providing guidance to retailers on when this threshold is met.
	c. the disconnection is to be carried out at a time that would endanger the wellbeing of the customer or any consumer at the premises (eg, just before nightfall or during severe weather events), or if it would be unreasonably difficult for the customer or consumer to seek rapid reconnection (eg, after midday on the day before a weekend or public holiday, at night, during a public holiday, during severe weather events, or during a civil emergency); or	45(1)(c)	No material changes proposed. Some stakeholders raised that this protection should extend to the customer's children. We are satisfied this is captured in the existing wording which refers to the wellbeing of any consumers at the premises.
	d. for disconnection of a post-pay customer, the retailer has not made reasonable attempts to ascertain that the customer received and understood both the notifications of disconnection and the outcome of not responding to the retailer's contact attempts;	37(2)(b)	Some retailers expressed concerns that the requirement for them to ascertain that a customer "understands" a notification regarding non-payment and disconnection sets an unattainable standard. To address these concerns, we propose revising the obligation to focus on the clarity and accessibility of communication. Specifically, each contact attempt made under clause 37 of the draft Schedule 11A.1 should seek to explain the pending disconnection, 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.
	e. in the case of remote disconnection of the premises, the electricity meter or disconnection device to be used cannot safely disconnect and/or reconnect the premises; or	45(1)(d)	No material changes proposed.

	f. the debt does not relate to electricity supply or the provision of distribution services (eg, it relates to telephone or broadband); or	45(1)(e)	No material changes proposed.
	g. when the customer disputes the charges and: i. the customer engages with the retailer's internal dispute resolution process and/or Utilities Disputes; and ii. the dispute is unresolved; and iii. the customer has paid all other charges and parts of any charges that are not disputed (noting the retailer should, with the customer's agreement, credit any part-payment made by a customer to the electricity supply or distribution services portion of its invoice, to a customer's non-disputed debt first).	45(1)(f)	No material changes proposed.
67	Retailers that disconnect premises should reconnect those premises as soon as possible and at no cost, if: a. the disconnection was inadvertent; or b. the disconnection of the premises (whether intentional or not) has disconnected an MDC or a person who has an MDC application underway.	46	Change proposed to clarify scope of this obligation is limited to disconnection of post-pay customers' premises (consistent with the relevant subheading).
68	Retailers should restore the electricity supply of a post-pay customer disconnected for either nonpayment of debt or obtaining electricity or distribution services by or involving deception as soon as reasonably practicable after the customer has satisfied the (reasonable) requirements for reconnection.	48	Propose change to clarify that a retailer must reconnect a customer as soon as reasonably practicable after the customer has paid the debt in full, or has otherwise satisfied the retailer's reasonable requirements.
69	Should the retailer that supplies electricity to a premises disconnect a post-pay customer for nonpayment of debt, the retailer should: 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 within five business days, contact the customer to see how they are living without power and revisit support options available to the customer, including reputable support/social agencies offering budgeting and electricity efficiency advice.	49	No material changes proposed.

70	A retailer should not authorise or carry out remote reconnection of a post-pay customer's premises unless the retailer has satisfied itself (acting reasonably) that the premises can be safely reconnected remotely (eg, ovens and heaters are turned off).	47	No material changes proposed.
71	Following the reconnection of post-pay customers who are disconnected for non-payment of debt, retailers should: a. undertake the recommended actions in Part 6 (where appropriate); and	50	No material changes proposed.
	b. monitor the customer's debt repayments to understand trends, issues and opportunities for the customer's credit position with the retailer to be improved.	--	This has not been included in the draft Code as it is unnecessary – a retailer is already subject to obligations to monitor any customer on a payment plan under clause 31 of the draft Schedule 11A.1 (see paragraphs 46 and 47 above).
72	If a retailer has met the expectations of these guidelines, a disconnection resulting from a prepayment service running out of credit is not considered a disconnection for non-payment. This is because the customer has understood and accepted the risks associated with being on a prepayment service where disconnection will occur if the prepayment service runs out of credit (noting the recommendations in Part 6 for retailers to monitor these disconnections and proactively offer support to customers where required).	--	This has not been included in the draft Code as it is unnecessary – this paragraph is explanatory of the operation of this subpart of Part 7 only.
73	Retailers should make sure disconnection by a prepayment service running out of credit occurs only when:	51	
	a. the prepayment service allows a disconnection. Prepayment services should make sure that disconnection occurs only at a time: i. that does not endanger the wellbeing of the customer or any consumer at the premises (eg, just before nightfall, or during severe weather events); and ii. at which it would be reasonably easy for the customer to seek rapid reconnection (eg, not after midday on the day before a weekend or public holiday, not at night, not during a public holiday, not during severe weather events, not during a civil emergency); and	51(a)	Minor wording changes proposed, to delete the first sentence as it is unnecessary, and to reframe the obligation so that the electrical disconnection occurs only at a time that meets the requirements in paragraphs (i) and (ii).
	b. the prepayment service can safely disconnect and reconnect the premises; and	51(b)	No material changes proposed.

	c. the debt relates to the supply of electricity or the provision of distribution services (it does not, for example, relate to telephone or broadband); and	51(c)	No material changes proposed.
	d. either of the following apply: i. the customer has not disputed the charges through the retailer's internal dispute resolution process and/or Utilities Disputes; or ii. if the customer has disputed the charges, the customer has not paid all other charges and parts of any charges that are not disputed (noting the retailer should, with the customer's agreement, credit any part-payment made by a customer to the electricity supply or distribution services portion of its invoice, to a customer's non-disputed debt related to electricity supply or distribution services first)	51(d)	No material changes proposed.
74	Retailers should make sure their service level agreements with metering equipment providers require the metering equipment provider to identify and report self-disconnection of advanced metering infrastructure meters used in the provision of prepayment services.	--	This has not been included in the draft Code as it is unnecessary – clause 33 of the draft Schedule 11A.1 already requires retailers to monitor the frequency and duration of electrical disconnections of prepay customers.
75	Retailers should ensure that reconnection of a prepayment service occurs as soon as reasonably practicable, but no more than 30 minutes, after the customer has purchased 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.	52	To address retailer concerns about when the 30-minute reconnection timeframe begins, we propose to specify that the obligation is to reconnect within 30 minutes of the customer completing their purchase transaction for new credit, unless (a) or (b) applies.
Part 8: Additional recommendations for medically dependent consumers			
76	This Part makes recommendations to retailers to take specific actions when supplying domestic premises where medically dependent consumers permanently or temporarily reside	53	Proposed change to include a clearer purpose statement to assist with the interpretation of the obligations in this Part. Clause 53(1) now explains that Part 8 requires retailers to take specific actions for the purpose of ensuring that any residential premises at which medically dependent consumers are residing, are not electrically disconnected. To ensure workability of the obligations in this Part of the draft Schedule 11A.1, we propose clarifying when a retailer is deemed to know a medically dependent consumer may permanently or temporarily reside at a customer's premises, given this is relevant to various obligations. The proposed clarification

			<p>will ensure a retailer does not contravene the obligations for reasons beyond their control.</p> <p>Clause 53(2) has therefore been inserted to clarify the situations when a retailer will be deemed to know that a medically dependent consumer may be permanently or temporarily residing at a customer's premises. This includes when a retailer has recorded a customer or consumer has medically dependent consumer status, or has received an application for medically dependent consumer status, or is aware of information that a reasonable retailer would consider indicates that a medically dependent consumer may be residing at a customer's premises. This aligns with the existing categories of 'verified' and 'unverified MDC' in the Guidelines.</p>
77	These recommendations are additional to the recommendations set out in each of the preceding Parts of these guidelines.	--	This has not been included in the draft Code as it is unnecessary.
78	This Part aims to make sure MDCs are identified and recorded as early as practicable, and to make sure MDCs are not disconnected for either non-payment of an electricity invoice, or, the customer obtaining electricity or distribution services by or involving deception.	--	This has not been included in the draft Code as it is unnecessary – the policy intent is clear from the proposed changes to paragraphs 76 and 79.
79	Retailers should have and use processes and systems to request and record sufficient information on MDCs to make sure, as far as practicable, that no premises at which an MDC permanently or temporarily resides are disconnected for reasons of non-payment of a debt to the retailer, or the customer obtaining electricity or distribution services by or involving deception, and in particular:	54	Changes proposed to clarify the obligation is on retailers to request, record and use information, rather than just to have and use processes and systems to do so (similar to changes proposed to paragraph 14 of the Guidelines). Changes also proposed to simplify the wording and restructure the obligations in this Part to avoid any overlap (disconnection is dealt with separately under clause 45(1)(b) of the draft Schedule 11A.1 (see paragraph 66(b) above)).
	<p>a. information on whether a customer or a consumer permanently or temporarily resident at the customer's premises:</p> <p>i. is potentially medically dependent; and</p> <p>ii. is verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice; 9 and</p>	54(1) and 54(2)	Changes proposed to provide clarity to retailers about when to request information to identify whether a medically dependent consumer may reside at a customer's premises. Clause 54(2) of the draft Schedule 11A.1 proposes that this information must be requested when first signing up a customer, when conducting their annual check in with the customer under clause 19, when communicating with a customer experiencing payment difficulties under clause 27, and at any other time the retailer reasonably considers it appropriate.
	b. If a customer or a consumer permanently or temporarily resident at the customer's premises is or could be	54(3) and 60(1)	Changes proposed to clarify that the obligation to record the information in subparagraphs (i) and (ii) arises whenever a retailer knows a medically dependent consumer may reside at

	<p>an MDC, the retailer should collect the following information:</p> <p>i. the name of the actual/unverified MDC; and</p> <p>ii. the name of the actual/unverified MDC's GP; and/or</p> <p>iii. where it has occurred, the name of the health practitioner with an appropriate scope of practice who has verified the customer or consumer as medically dependent by completing a valid HP Notice; and</p> <p>iv. where it has occurred, the date on which the valid HP Notice was issued, and any review or termination date contained in the HP Notice.</p>		<p>a customer's premises (see paragraph 76 above for an explanation of when a retailer will be deemed to know this).</p> <p>Changes proposed to subparagraph (iii) (see clause 60(1) of the draft Schedule 11A.1) to include, as information to be recorded, the date the retailer received the confirmation of status form (which is the terminology that will replace 'HP Notice'), and to clarify that the same information about confirmation of status forms must also be recorded for any reconfirmation forms received, which reconfirm a consumer's status as a medically dependent consumer.</p> <p>We are also proposing wording changes to subparagraph (iv) to clarify that retailers must record any specified time period to which the health practitioner's confirmation given in the form applies (see clause 60(1)(d) of the draft Schedule 11A.1). This information is relevant for the requirement on retailers to pay a customer's reasonable costs when requesting reconfirmation unless any specified time period has ended (see paragraph 98 below).</p>
80	<p>Retailers should, for MDCs and unverified MDCs who are a customer of the retailer, have and use processes and systems to request, record, allow them to access and ensure the use of information on the communication and invoicing preferences of the MDC/unverified MDC in accordance with Part 3 of these guidelines.</p>	--	<p>This has not been included in the draft Code as it is unnecessary – a retailer must already request and use this information under clause 15 of the draft Schedule 11A.1 (see paragraph 14 above).</p>
81	<p>Retailers should, for MDCs and unverified MDCs who are not a customer of the retailer but are permanently or temporarily resident at the premises of a customer of the retailer, have and use processes and systems to request and record information on the communication preferences of the customer or the customer's alternate contact person in accordance with Part 3 of these guidelines.</p>	54(3)(b)	<p>Changes proposed to clarify the obligation is on retailers to request, record and use this information, rather than just to have and use processes and systems to do so (see discussion at paragraph 79 above).</p>
82	<p>Where an MDC who is not a customer, or an unverified MDC who is not a customer, has nominated:</p> <p>a. a support person, the retailer should contact the MDC/unverified MDC directly; and</p>	--	<p>Paragraph 82(a) of the Guidelines has not been included in the draft Code as it is unnecessary – it is explanatory only of the proper role of support persons.</p>
	<p>b. an alternative contact person as the primary contact, the retailer should initially contact the MDC/unverified MDC via the alternate contact person, and only revert to contacting the MDC/unverified MDC directly if the</p>	72	<p>Minor wording changes to clarify obligation is to require a retailer to liaise with an alternate contact person where one is nominated as a residential consumer's primary contact, and to only contact the residential consumer directly if the retailer has not been able to contact the</p>

	retailer cannot contact them via the alternate contact person.		alternate contact person after making reasonable attempts to do so. In practice, we expect that some medically dependent consumers may wish to nominate the customer as their alternate contact person, to simplify communication with retailers.
83	<p>Retailers should:</p> <p>a. seek to make sure customers are aware of and agree to the obligation (if created via the retailer's terms and conditions) to inform the retailer if the customer, or a consumer permanently or temporarily resident at the customer's premises, is an MDC; and</p>	65	<p>We propose replacing paragraph 83(a) of the Guidelines with a new obligation on retailers to provide information before signing up a new customer about the retailer's obligations in relation to medically dependent consumers, when and how the retailer will request and record information about medically dependent consumers, and the importance of the new customer notifying the retailer about any medically dependent consumers residing at their premises.</p> <p>Now that the Guidelines are being mandated, we think it is more appropriate that the draft Code impose obligations on retailers directly to provide this information to new customers, rather than to refer in the Code to any relevant terms and conditions potentially included in the retailer's contract with the customer.</p>
	<p>b. have a process to confirm MDCs are verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice, noting retailers may choose to verify a customer's MDC status if the customer falls into payment arrears.</p>	57(1)(d), 60 and 64(3)	<p>Changes are proposed to clarify the process retailers must follow if they choose to confirm an applicant's status as a medically dependent consumer, rather than just to require retailers to have a process to do so. This will provide certainty to retailers and consumers and will ensure a workable, consistent process is followed by all retailers.</p> <p>The expectations in this paragraph of the Guidelines are captured in three clauses in the draft Schedule 11A.1:</p> <ul style="list-style-type: none"> - Clause 57(1)(d) provides that a retailer <i>may</i> ask any applicant for medically dependent consumer status for a 'confirmation of status form', which will replace the current terminology of 'HP notice' and is similarly defined as a form completed by a health practitioner with an appropriate scope of practice, which confirms the status of a person as a medically dependent consumer. This will clarify that such a form may be requested by a retailer to confirm whether a person is a medically dependent consumer at the application stage, but the retailer is not required to request one and may record a person as a medically dependent consumer without a confirmation of status form (see paragraph 89 below). If a form is requested, the retailer must provide the form that is prescribed by the Authority, to ensure consistency across retailers in the information that is collected and recorded.

			<ul style="list-style-type: none"> - Clause 60 sets out the process when a confirmation of status form is received, aligning with the Guidelines (see paragraph 93 below). - Clause 64(3) (which provides that clauses 57 to 62 apply with all necessary modifications to a review) means that, if a retailer didn't request a confirmation of status form as part of the application process, they can do so during any future review of medically dependent consumer status.
84	If a customer or a consumer permanently or temporarily resident at the customer's premises is an MDC, retailers should advise the customer that the supply of electricity cannot be guaranteed and that the MDC needs to develop an individual emergency response plan to use during any electricity outages.	66	<p>Change proposed to clarify that the obligation arises whenever a retailer knows a medically dependent consumer may reside at the premises of a customer or prospective customer who is considering entering a contract with the retailer. We have also proposed clarifying that the obligation is limited to retailers advising of the importance of arranging for the development of an individual emergency response plan, to avoid any suggestion that a retailer must require such a plan to be prepared.</p> <p>To further assist residential consumers, we propose an additional obligation on retailers to direct the customer or residential consumer to the Authority's website for resources to support the development of an individual emergency response plan.</p>
85	Retailers should not proactively recommend a prepayment service to a customer if the customer, or a consumer permanently or temporarily resident at the customer's premises, is an MDC.	67(1)	We have proposed changes to clarify that the obligation applies in relation to all residential premises at which a medically dependent consumer may permanently or temporarily reside (regardless of whether the person the retailer is advising is a customer or prospective customer).
86	Retailers may agree to providing a prepayment service for the premises of an MDC if requested to do so by the customer at the premises. This is to avoid discriminating against MDCs wanting a prepayment service. However, the retailer should suggest the MDC first discusses the prepayment service option with their health practitioner.	67(2)(a)	<p>The first part of this paragraph does not impose any obligation on retailers and has therefore not been included in the Code drafting. Instead, the obligation in clause 67(2) of the draft Schedule 11A.1 focuses on requiring retailers to take certain steps before agreeing to provide a prepay product offering in relation to any residential premises where a medically dependent consumer may permanently or temporarily reside.</p> <p>We propose an additional obligation on retailers to use best endeavours to encourage the prospective customer to choose a post-pay product offering, which includes encouraging them to engage with one or more support agencies who may assist them in meeting any requirements of a post-pay contract.</p>
87	If a prepayment service is provided at premises where an MDC permanently or temporarily resides, the retailer	67(2)(c)	Changes proposed to clarify that this obligation is engaged at the point the customer or prospective customer requests a prepay

	<p>should make sure the MDC understands the risk of there being no electricity supply if the prepayment service runs out of credit.</p>		<p>service, rather than once the prepay service is being provided. This will ensure prospective customers have all the necessary information to decide whether prepay is appropriate for them. We also propose clarifying that the obligation is to <i>inform</i> them (and any medically dependent consumers at the premises that the retailer has contact details for) of the risk of there being no electricity supply if the prepay service runs out of credit, rather than ‘make sure’ they ‘understand’ the risk. We consider these changes best achieve the policy intent of this paragraph and ensure that the obligation is workable for retailers.</p>
88	<p>Retailers should use reasonable endeavours to make sure:</p> <ul style="list-style-type: none"> a. they have effective and agreed processes with distributors to support and prompt a distributor to: <ul style="list-style-type: none"> i. coordinate with retailers for a planned electrical outage or disconnection, if retailers notify the distributors of any MDCs on the distributor’s network; and ii. not vary the time or date of a planned electricity outage or disconnection without conferring with the retailers whose MDC customers are affected; and 	70(1)–(3) and 71	<p>We propose changes to align the scope of the expectations in this paragraph with existing obligations under the Code. Currently, only retailers who are traders under the Code have obligations to have arrangements with distributors and metering equipment providers. These retailers (sometimes referred to as ‘type 1’ retailers) are recorded in the electricity registry as ‘the trader responsible for the ICP’. Not all retailers will be type 1 retailers. To reflect this distinction, we propose changes to clarify that the obligations applicable where retailers are or are not traders.</p> <p>To ensure that medically dependent consumers have the same level of protection regardless of whether their retailer is a ‘trader’ under the Code, we propose inserting an additional obligation in clause 71 of the draft Schedule 11A.1, to require retailers to use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and electrical disconnections. This obligation will apply whenever a customer’s retailer is not a trader under the Code.</p> <p>We also propose changes to paragraph 88(a) to clarify that the obligation is on both the retailer (who is a trader under the Code) <i>and</i> the distributor, to use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and electrical disconnections where medically dependent consumers are affected. Expanding this obligation to relevant distributors as well as retailers ensures the obligation is workable and can sit alongside existing arrangements in relation to distributor agreements.</p> <p>We have considered whether this obligation is best addressed in the Code provisions related to distributor agreements, but we note that clause 17.4 of the default distributor agreement (Appendix A, Schedule 12A.4 of the Code) states that the distributor and trader must comply with the requirements of the</p>

			<p>Code relating to medically dependent consumers. Our preference at this point is to include this obligation in Part 11A of the Code and give operational flexibility to retailers and distributors to decide how to give effect to this obligation.</p> <p>We propose including an additional obligation consequential to paragraph 88(a)(ii) on retailers to use reasonable endeavours to inform any affected customers who are medically dependent consumers or who may have medically dependent consumers residing at their premises, when the retailer is informed of a change to the time or date of a planned electricity outage or electrical disconnection that affects them.</p>
	<p>b. their service level agreements with metering equipment providers prevent the metering equipment provider, subject to health and safety requirements, from:</p> <p>i. disconnecting a retailer's customer without the express consent of the retailer; and</p> <p>ii. varying the date or materially varying the time of a consented disconnection</p>	70(4)	<p>Minor wording changes proposed to paragraph (b)(i) to use 'without explicit instruction or agreement from the retailer' rather than 'without the express consent of the retailer', as we consider the former is more appropriate in the circumstances.</p>
89	<p>Retailers may, at their discretion and subject to the customer's agreement, allocate the status of MDC to a customer who may be medically dependent or to the customer's premises if a consumer who permanently or temporarily resides there may be medically dependent. The retailer's view may be based on information gathered under these guidelines, provided by an unverified MDC, the customer, a consumer permanently or temporarily resident at the customer's premises, or a third party.</p>	56 and 61	<p>We propose to retain the discretion for retailers to record medically dependent consumer status. The intent is to ensure retailers can continue to adopt a trust-based approach whereby they are not required to take steps to confirm a person's status as a medically dependent consumer whenever they receive an application, but can choose to do so, for example, if they have concerns about the veracity of the information provided by an applicant. As explained at paragraph 83(b) above, this does not prevent a retailer from taking steps in future to confirm a person's status as a medically dependent consumer.</p> <p>We propose clarifying, in clause 56(b) of the draft Schedule 11A.1, that a retailer <i>must</i> record that a customer or residential consumer has medically dependent consumer status if the retailer does receive a valid confirmation of status form.</p> <p>We also propose an additional clause (clause 61 of the draft Schedule 11A.1) to clarify a retailer must not decline an application to be recorded as a medically dependent consumer without first requesting a confirmation of status form, and must not decline an application on the basis that a form received is not valid before first taking reasonable steps to confirm the validity of that form. These provisions are intended to address existing gaps in the Guidelines and clarify retailers' obligations in</p>

			the different circumstances that might arise in the application process.
90	Retailers should make all reasonable efforts to contact, as soon as practicable, a customer, or a consumer permanently or temporarily resident at a customer's premises, who the retailer believes could be an MDC, to obtain an application, in any form, for MDC status from the customer or the consumer.	55	No material changes proposed.
91	Retailers should, upon receipt of an application for MDC status from a customer or a consumer permanently or temporarily resident at the customer's premises: a. confirm the retailer is responsible for supplying electricity or providing distribution services to the premises; and	--	Paragraph 91(a) of the Guidelines has not been included as a separate obligation in the draft Code as it is unnecessary – instead, we propose clarifying that the steps in paragraph 91(b) apply whenever a retailer receives an application for medically dependent consumer status in relation to a customer's premises.
	b. if the retailer is responsible for supplying electricity or providing distribution services to the premises: i. ask for the unverified MDC's consent to record and hold relevant information relating to the MDC application and to advise the relevant electricity distributor and MEP of relevant information (since these parties can disconnect the unverified MDC's premises); and ii. put in its records the application for MDC status; and iii. confirm that the unverified MDC is permanently or temporarily resident at the premises; and iv. ask the unverified MDC for a valid HP Notice if one has not been provided with the application for MDC status; and v. where applicable, confirm the validity of the HP Notice held by the unverified MDC; and vi. if the unverified MDC's consent has been given, advise the relevant distributor and MEP of the application at the time of receipt and at the time of approval, using standard New Zealand electricity industry protocols.	57(1) and 58	We propose a change to subparagraph (b)(i) to include consent to share information with the relevant trader recorded in the registry as being responsible for a relevant ICP (if different to the retailer) (see discussion at paragraph 88 above). We propose to keep subparagraph (b)(iii) to (v) as discretionary steps a retailer may take on receipt of an application, to enable retailers to adopt a trust-based approach (see discussion at paragraph 89 above). We propose addressing subparagraph (b)(vi) in a new clause (clause 58 of the draft Schedule 11A.1). For the reasons discussed at paragraph 88 above, it is necessary to distinguish between retailers who are traders (and who have arrangements with distributors and metering equipment providers), and retailers who are not. A retailer who is a trader must notify the distributor and metering equipment provider under clause 58(1), while a retailer who is not a trader must notify the trader responsible for the relevant ICP (to enable that trader to notify the distributor and metering equipment provider on their behalf).
92	Retailers should, if they are not responsible under the Code for the premises an unverified MDC permanently or temporarily resides at: a. make reasonable attempts to determine who the current retailer is for the premises and advise the unverified	57(2)	Changes proposed to clarify that a retailer must undertake the steps in this paragraph if the application does not relate to a customer's premises as soon as reasonably practicable, and to use language of 'reasonable endeavours' in paragraph 92(a) rather than

	<p>MDC of the retailer's name and contact details; and</p> <p>b. encourage the unverified MDC to contact the appropriate retailer as soon as practicable.</p>		<p>'reasonable attempts', for consistency with other clauses in the draft Code.</p> <p>Some retailers were concerned that it was not appropriate to require a retailer to take these steps, however we do not think that this raises significant workability issues, as we expect this is something that doesn't arise very often, and when it does, the obligation is only to make 'reasonable attempts'.</p> <p>We propose adding a requirement that the retailer must also notify the health practitioner who completed the confirmation of status form (if one has been provided) that the retailer is not responsible for the supply of electricity to the premises. This is to ensure the Code addresses all of the different situations that might arise under this Part, specifically the situation where the retailer receives a confirmation of status form directly.</p>
93	<p>Retailers may, if an unverified MDC does not provide a valid HP Notice verifying MDC status, after a period of at least 21 business days after making a request under paragraph 91.b.iv:</p> <p>a. request the valid HP Notice directly from the DHB, private hospital, GP or health practitioner the unverified MDC says provided the HP Notice if the unverified-MDC has provided appropriate consent and contact details; or</p> <p>b. if the unverified MDC has not provided appropriate consent or contact details, advise the unverified MDC they should obtain the valid HP Notice from the relevant health practitioner that issued the HP Notice as soon as practicable.</p>	60(2)–(4)	<p>Minor wording changes to clarify the obligations and to clarify that these steps only need to be undertaken if a retailer is considering declining the application on the basis that no valid confirmation of status form has been received (clause 60(2)). We also propose clarifying that, if the applicant requests that the retailer obtain the form directly from the health practitioner who completed the form, the retailer must do so (see clause 60(3)).</p> <p>We propose adding a timeframe of 10 business days, after which a retailer may decline an application if it provided the relevant information to the applicant but has still not received a valid confirmation of status form (see clause 60(4)).</p>
94	<p>Retailers should advise unverified-MDC's who do not agree to the retailer recording and holding information relevant to the application and/or HP Notice, or who do not provide a valid HP notice within the time frame set out in paragraph 93:</p> <p>a. that the retailer may not treat the unverified-MDC as an MDC/unverified MDC; and</p> <p>b. that the unverified-MDC should, as soon as practicable, inform the relevant health practitioner that the retailer may not treat the unverified-MDC as an MDC/unverified-MDC.</p>	59 and 60(2)(c) and (d)	<p>We propose splitting this paragraph into two separate clauses to address situations where no consent is provided (see clause 59) and where no confirmation of status form is received (see clause 60).</p> <p>We also propose some changes to align retailers' obligations in these situations. In particular, we propose adding the same timeframes when no consent is provided, so that:</p> <ul style="list-style-type: none"> - the steps in paragraph 94 of the Guidelines must be taken after a period of at least 21 business days of a retailer making the request for consent, and - a retailer may decline an application if those steps have been taken and the retailer has

			still not received the applicant's consent within 10 business days of doing so.
95	Retailers should advise an unverified-MDC that their application has not been approved if, within a period of at least 21 business days of a retailer making a request, the unverified MDC does not respond to queries from the retailer sent via the agreed method of communication between the retailer and the unverified MDC.	62 and 63	Proposed changes to clarify that a retailer may decline to record the applicant as a medically dependent consumer if they have not received a response to their questions within 21 business days (see clause 62), and to merge the obligation to notify the applicant of this decision with paragraph 99 of the Guidelines, which sets out other process obligations that apply to decisions to decline (see clause 63).
96	Retailers should, if the HP Notice for a customer, or a consumer permanently or temporarily resident at the customer's premises, is not current or is potentially invalid, have and follow a process to review and confirm the MDC status of the customer or consumer.	64	Changes are proposed to mandate the process retailers must follow if they decide to review whether a person should continue to be recorded as a medically dependent consumer, rather than just to require retailers to have and follow a process to do so. This will provide certainty to retailers and consumers and will ensure a workable, consistent process is followed by all retailers. We propose merging paragraphs 96 to 98 of the Guidelines into a single clause.
97	Retailers may choose to confirm the validity of a HP Notice verifying a customer or a consumer permanently or temporarily resident at the customer's premises as medically dependent. This should be no more frequently than once every 12 months unless the HP Notice is valid for less than 12 months or has no expiry date on its validity or the retailer, acting reasonably, has good reason to believe an MDC should not have MDC status.	64	Changes are proposed to ensure the review process is workable in all situations. Because a person may have been initially recorded as a medically dependent consumer without a confirmation of status form having been received, the scope of the review is proposed to be whether the person should still be recorded as a medically dependent consumer, not whether the confirmation of status form remains valid. To ensure the review process is not overly burdensome, we propose a blanket rule that a retailer may review medically dependent status no more than once in any 12 month period, regardless of whether the confirmation of status form (or reconfirmation form) was for a particular time period which has now ended. We propose the same process requirements for new applications should apply to reviews, with the necessary modifications (clause 66(3)). This means that, if a retailer did not obtain a confirmation of status form during the original application process, they can request one during a subsequent review. We have also proposed clarifying that a review must include (and may be limited to) confirming that the consumer still lives at the premises serviced by the retailer, asking the consumer if they are still medically dependent, and giving them an opportunity to provide further relevant information (clause 66(2)). If a retailer already has a confirmation of status form for that consumer, they may ask for a reconfirmation form, but only if appropriate in the circumstances – for example, if the form may

			<p>be out of date (clause 66(4)). This addresses concerns raised by some retailers that it would be inappropriate to require annual confirmation for all medically dependent consumers. If a reconfirmation form is requested, the retailer must provide the form that is prescribed by the Authority, to ensure consistency across retailers in the information that is collected and recorded.</p> <p>Finally, we propose including requirements on retailers to notify the customer or residential consumer of the outcome of the review, and to give two weeks' notice before removing the record (if that is the retailer's decision) (clause 66(6)).</p>
98	<p>Retailers should explain to an unverified MDC that the unverified MDC and retailer each pay their own costs associated with the unverified MDC gaining MDC status, unless a retailer wishes while an HP notice remains in force to confirm or reconsider the MDC status of a customer, or a consumer permanently or temporarily resident at a customer's premises. In that case, the retailer should reimburse the customer or consumer for the reasonable costs incurred if the retailer confirms the customer's or consumer's MDC status.</p>	64(5)	<p>The first part of this paragraph has not been included in the Code drafting as it is not necessary, and retailers should be able to form their own policy on costs associated with the application process for medically dependent consumers.</p> <p>We propose requiring retailers to cover the reasonable costs of obtaining a reconfirmation form, unless the confirmation of status form (or any earlier confirmation form) had specified a time period to which the health practitioner's confirmation had applied, and that period has ended.</p>
99	<p>Retailers that do not agree an MDC or an unverified MDC is medically dependent should inform the MDC/unverified MDC of the retailer's view and:</p> <p>a. advise the MDC/MDC applicant of the dispute process the MDC/unverified MDC may follow, including:</p> <p>i. making a complaint to the retailer through the retailer's dispute resolution process; and</p> <p>ii. making a complaint to Utilities Disputes if the MDC/unverified MDC considers its dispute remains unresolved following the conclusion of the retailer's dispute resolution process; and</p> <p>b. if a complaint is made, treat the premises where the MDC/unverified MDC permanently or temporarily resides as housing an MDC for at least the duration of the dispute concerning the MDC's/unverified MDC's status as an MDC.</p>	63	<p>No material changes proposed in respect of the existing provisions.</p> <p>We also propose additional obligations to advise the applicant of the retailer's decision as soon as practicable, and to inform the applicant of the process for reapplying to be recorded as a medically dependent consumer.</p>
100	<p>Retailers should:</p> <p>a. make all reasonable efforts to confirm whether an MDC or unverified MDC is</p>	68	<p>We have proposed changes to avoid duplication of the concrete steps required in the paragraphs above, by replacing this</p>

	<p>permanently or temporarily resident at a customer's premises which the retailer intends to disconnect; and</p> <p>b. not disconnect a post-pay customer's premises for non-payment of debt even where electricity or distribution services were obtained by deceptive means if an MDC or unverified MDC is permanently or temporarily resident at the premises, including where the customer or a consumer permanently or temporarily resident at the premises:</p> <p>i. has been confirmed as medically dependent by the retailer; and</p> <p>ii. has applied to the retailer for MDC status.</p>		<p>paragraph with a general overarching obligation on retailers to use best endeavours to avoid disconnecting any residential premises at which a medically dependent consumer is residing.</p> <p>We expect that meeting this obligation will require retailers to make all reasonable efforts to satisfy themselves that a medically dependent consumer is not residing at a property before the retailer disconnects it, and that in some circumstances this may require going beyond the concrete steps required above. For example, if a retailer has requested but not received a valid confirmation of status form in the timeframe provided, but the customer has provided good reason for this, a best endeavours obligation may require retailers to continue to treat that person as someone who may be medically dependent for a time.</p>
101	<p>Distributors undertaking a disconnection of a domestic premises in an emergency should, if practicable and if there is sufficient time, proceed with the disconnection only if:</p> <p>a. no persons are at the premises or the distributor receives no response to its reasonable attempts to contact persons at the premises during the distributor's onsite visit(s); and</p> <p>b. the distributor has advised any MDCs at the premises of the reason for the disconnection and has advised any such MDCs to enact their individual emergency response plan.</p>	69	<p>Changes are proposed to clarify the scope of the obligation on distributors and to ensure it provides a workable protection. We therefore propose that the obligation should be to, if practicable and if there is sufficient time, visit the premises being disconnected in an emergency and use reasonable endeavours to contact any person at the premises before undertaking the disconnection. If contact is made, the distributor must advise of the reason for the disconnection and that if any medically dependent consumers are present, they should enact their individual emergency response plan. This proposed obligation does not require the person visiting the premises to have any information in advance about medically dependent consumers residing at the premises, which we consider is more appropriate in the circumstances of an emergency.</p>
Part 9: Fees and bonds			
102	<p>This Part makes recommendations to retailers concerning fees, bonds and the setting of fees or bonds so that they reflect reasonable costs.</p>	74	<p>Changes proposed to better reflect the content of this Part, by including conditional discounts and replacing 'so that they reflect reasonable costs' with 'to ensure they are reasonable'.</p>
103	<p>In the context of these guidelines, a fee is a charge that a retailer places on a customer for a specific electricity offering other than the electricity supplied or the distribution services provided to the customer. Examples include a break fee for a fixed term contract or an administrative fee at disconnection or reconnection.</p>	--	<p>We propose a simpler definition of 'fee' in clause 11A.2 of the draft Code, to clarify it means any amount charged to a customer in connection with the supply of electricity to that customer, other than a rate charged for electricity supplied.</p>
104	<p>A conditional discount can, in some circumstances, also act as a fee (eg, a prompt payment discount, or a discount</p>	--	<p>We propose a definition of 'conditional discount' in clause 11A.2 of the draft Code that</p>

	for payment via direct debit or paperless transactions) because the customers who do not meet the conditions for the discount pay a higher amount for the electricity supplied or distribution services provided.		aligns with Australian legislation ² and clarifies that a conditional discount is limited to discounts offered for satisfying payment conditions, and does not include other types of conditional discounts, such as a wellbeing discount offered to low income customers.
105	A bond is an upfront payment of a lump sum to provide security to retailers. In the case of non-payment by a customer, a retailer may use that customer's bond to recover debt.	--	We propose a definition of 'bond' in clause 11A.2 of the draft Code that aligns with this description.
106	These guidelines do not restate the fees-related recommendations set out in the Authority's 'Voluntary good contracting principles and minimum terms and conditions for domestic contracts'.	--	This paragraph is not included in the draft Code as it is unnecessary – it refers to external guidance that is not being mandated.
107	Retailers should, in their consumer care policy, provide information on all fees, conditional discounts and bonds charged or made available to customers, even if the retailer has published them elsewhere on its website	3(2)(h) and 75(a)	No material changes proposed.
108	Retailers should make sure that:	--	This paragraph is not included in the draft Code as it is unnecessary – it duplicates the definition of 'fee' in draft clause 11A.2, which means any amount charged to a customer in connection with the supply of electricity to that customer, <i>other than</i> a rate charged for electricity supplied
	a. fees are charged only for goods or services used by a customer that are additional to the supply of electricity or the provision of distribution services; and		
	b. they have satisfied themselves (acting reasonably) that before charging for a good or service that is additional to the supply of electricity or the provision of distribution services, the customer is aware of the amount of the fee; and	76	No material changes proposed.
	c. if a retailer determines a fee by a particular method or calculation (such as a fee calculated by reference to an hourly rate), this is explained in advance and included in the retailer's consumer care policy; and	75(b)	No material changes proposed.
	d. any fees set via a method or calculation should include a stated maximum limit; and	77	No material changes proposed.
	e. customers are made aware of the amount of any conditional discount and how a customer can receive that conditional discount.	80	No material changes proposed.

² See: National Energy Retail Amendment (Regulating conditional discounting) Rule 2020 No. 1.

109	Retailers should make sure all fees or conditional discounts charged under this Part are reasonable, taking into account the following (as applicable):	78 and 81	We propose separating out obligations in relation to fees (clause 78 of the draft Schedule 11A.1) and conditional discounts (clause 79 of the draft Schedule 11A.1) – these are discussed further below.
	a. a fee should only be charged to those customers who are the recipient of a specific good or service that is additional to the supply of electricity or the provision of distribution services and not to other customers; and	--	This paragraph is not included in the draft Schedule 11A.1 as it is unnecessary – it duplicates the definition of ‘fee’ in draft clause 11A.2, which means any amount charged to a customer in connection with the supply of electricity <i>to that customer</i> , other than a rate charged for electricity supplied.
	b. all fees should bear a proper relation to the cost of providing the good or service. Fees should: i. strike an appropriate balance between precision, and administrative and practical efficiency; and ii. not be used to offset the cost of future recipients of the good or service; and iii. not attempt to recover any deficit that may have arisen because of previous under-recovery; and	78	We propose changes to clarify the obligations in relation to fees and in particular clarify that a fee may <i>not exceed</i> reasonable estimates of the costs the fee is identified as contributing to (clarifying that a fee may be less than the costs the fee is for).
	c. conditional discounts should be cost-reflective of the cost to the retailer of a customer not meeting the conditions for the discount, and take into account the extent to which the retailer’s practices (eg, a failure to facilitate the customer being on the retailer’s tariff that is most appropriate to the customer’s circumstances) have contributed to the need for the conditional discount.	81	We propose changes to clarify that conditional discounts must reflect a reasonable estimate of the costs to the retailer of a customer not meeting the conditions of the discount. To make the obligation clearer and more workable, we also propose replacing the existing expectation that a retailer ‘take into account’ the extent to which the retailer’s practices have contributed to the need for the conditional discount (which may be difficult to reconcile with a strict cost-effective approach), with an obligation on a retailer, before removing a conditional discount (such as a prompt payment discount) from a customer, to consider whether it 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.
110	With the exception of a final invoice from a retailer, if a fee charged to a customer is over 20% of the customer’s average monthly cost during the past 12 months (or the number of months since the customer joined the retailer if this number is less than 12) (eg, the customer has agreed to a significant reconfiguration of their metering installation or the customer is on a weekly billing cycle), the retailer should	79	Changes proposed to clarify the operation of this paragraph for new customers who won’t have any billing history. In this case, the clause will apply if a fee is more than 20% of a reasonable estimate of a new customer’s expected monthly invoice amount. Some retailers were concerned that spreading payment of a fee over five months may not be the best option for a customer, for example, if the fee will be spread over winter months. We therefore propose clarifying the obligation is on retailers is to ‘offer the customer <i>options</i> to

	allow the customer to spread the fee over a period of at least five months.		spread the payment of the fee over a period of at least five months', and an additional obligation to advise the customer how this might impact them, taking into consideration any seasonal effects in their upcoming invoice cycles. This wording provides more operational flexibility to provide options which are more tailored to a customer's specific circumstances.
111	Retailers should consider the Commerce Commission's guidance on unfair contract terms, including regarding break fees, under the Fair Trading Act 1986. Retailers must also make sure that they do not, using break fees or any other fees, breach the provisions of the Code which prohibit save and win-back approaches.	--	This paragraph is not included in the draft Code as it is unnecessary – it refers to pre-existing obligations and external guidance that is not being mandated.
112	A bond should be set at a level that is reasonable taking into account a customer's expected invoice amount for a billing cycle.	82(1)	No material changes proposed.
113	A bond should usually be refunded after 12 months of the customer paying all invoices on time. The 12-month period should only be extended if the retailer has experienced non-payment issues with the customer during the 12-month period.	82(2)	Changes proposed to simplify and clarify the drafting, by deleting the second sentence as it is unnecessary – it is implicit from the first sentence that the 12-month period should only be extended if a customer has failed to pay an invoice by the due date.