

10 September 2024

Electricity Authority
PO Box 10041
Wellington 6143

Submitted via email to ccc@ea.govt.nz

Consultation Paper – Proposed Consumer Care Obligations

Introduction

1. Thank you for the opportunity to submit on the consultation paper 'proposed consumer care obligations'.¹ This submission is not confidential and can be publicly disclosed.
2. Orion owns and operates the electricity distribution infrastructure in Central Canterbury, including Ōtautahi Christchurch city and Selwyn District. Our network is both rural and urban and extends over 8,000 square kilometers from the Waimakariri River in the north to the Rakaia River in the south; from the Canterbury coast to Arthur's Pass. We deliver electricity to more than 225,000 homes and businesses and are New Zealand's third largest Electricity Distribution Business (EDB).

Orion summary points

3. We have reviewed the consultation paper, and our specific responses to the questions posed by the Authority as well as other feedback we consider appropriate to the consultation are set out in [Appendix A](#).
4. Orion acknowledges and supports the Electricity Authority's commitment to enhancing protection for residential consumers, particularly medically dependent consumers and those facing hardship. The intention behind these proposed changes is undoubtedly noble. However, we believe there has not been sufficient consideration given to how these changes can be practically implemented.
5. Orion appreciated the opportunity to have participated in the workshop held with Authority staff, the Electricity Networks Aotearoa, and other distributors, on 28 August 2024. This engagement was valuable in discussing some of the practical challenges faced by distributors and we hope to continue this constructive dialogue moving forward.
6. Orion is deeply concerned that these proposed Code amendments risk creating a false sense of security for medically dependent consumers. The core issue is the risk of a medically dependent person losing their life due to an interruption of electricity supply needed to keep them alive. However, there are numerous factors that can cause a power outage, most of which are well beyond any distributor's control².

¹ <https://www.ea.govt.nz/projects/all/consumer-care-guidelines/consultation/proposed-consumer-care-obligations/>

² Orion's '[Be Prepared](#)' web page provides valuable information on emergency preparedness for consumers, including recommended emergency supplies, guidelines for managing power outages, and details about generator backup for temporary electricity supply. This resource aims to empower all consumers with practical knowledge to enhance their resilience during unexpected electrical disruptions.

7. By focusing solely on distributor actions during an emergency, the Authority has overlooked the most critical aspect of medically dependent consumer safety: the need for robust and actionable individual emergency response plans, developed in partnership with their Healthcare Practitioner, that are aligned to the consumer's needs. We urge the Authority to ensure that the Consumer Care Obligations do not create unrealistic expectations for these consumers about what distributors can safely control during emergencies or unexpected outages.
8. While we fully support the intent to keep consumers safe, the proposed obligations, as they currently stand, are not practicable for distributors to implement effectively. We believe that by addressing these practical concerns, aligning with operational realities, and engaging in open dialogue about implementation challenges, we can collectively work towards a regulatory framework that truly enhances consumer safety and protection.
9. We agree in principle with the comments raised in the Electricity Networks Aotearoa (ENA) submission to this consultation.

Concluding remarks

10. Thank you for the opportunity to provide feedback on this consultation.
11. If you have any questions or queries on aspects of this submission which you would like to discuss, please contact us on 03 363 9898.

Yours sincerely,



Connor Reich

Regulatory Lead – Electricity Authority

Appendix A

Submitter

Orion New Zealand Limited ("Orion")

Q4. Do you have any feedback on the compliance monitoring provisions in the proposed Part 11A of the Code, or on the Authority's new outcomes framework?

Feedback on Outcome 5: "*Medically dependent consumers are not disconnected*":

While Orion understands and appreciates the intent behind Outcome 5, we have significant concerns about its feasibility and workability:

1. **Unrealistic expectation:** This outcome creates an unrealistic expectation that medically dependent consumers will never experience a disconnection. However, as we explain in our response to Q14, power outages can occur due to various unavoidable factors, including severe weather events, equipment failures, or because of third-party activities.
2. **Operational reality:** In emergency situations, it may be necessary to disconnect power to ensure public safety or prevent wider system failures. Prioritising the avoidance of medically dependent consumer disconnections in all circumstances could potentially compromise the overall integrity and safety of the electricity network. Additionally, it's not always possible or safe for distributors to identify and selectively avoid disconnecting medically dependent consumers, especially in large-scale emergencies or when remote disconnections are necessary.
3. **Shared responsibility:** When considering the requirements found in clause 69, this outcome appears to place the entire responsibility for medically dependent consumer safety on distributors, overlooking the crucial role that medically dependent consumers themselves play in preparing for potential outages. It's essential that medically dependent consumers develop and maintain individual emergency response plans, in partnership with their Healthcare Practitioner.
4. **Measurement challenges:** It's unclear how compliance with this outcome would be measured, other than a strict benchmark that assesses, and potentially penalises, instances where medically dependent consumers are disconnected.

Instead of this absolute outcome, we suggest a more nuanced approach that recognises the shared responsibilities of all stakeholders, including medically dependent consumers themselves.

An alternative outcome for the Authority to consider is:

- "*Medically dependent consumers are prepared to activate their individual emergency response plans during emergencies.*"

This outcome sets realistic expectations without creating false assurances about a medically dependent consumer's safety during emergencies. It encourages proactive measures while acknowledging practical limitations faced by all parties. The focus shifts to the responsibility of medically dependent consumers to ensure their own safety by developing appropriate emergency response plans in consultation with their Healthcare Practitioners.

Q12. Do you have any feedback on Part 8 of the proposed Consumer Care Obligations relating to medically dependent consumers?

Please see our responses to Q14, Q15 and Q16.

Q14. Do you have any feedback on the proposed Code obligations for distributors?

We have several points of feedback, and suggested recommendations, on Part 8 of the proposed Consumer Care Obligations.

General feedback

EDBs in New Zealand are not expected to achieve 100% security of supply. Instead, we aim to maintain a high level of reliability and resilience in our networks, which is overseen by the Commerce Commission, and supported by quality standards and performance targets, including SAIDI (System Average Interruption Duration Index) and SAIFI (System Average Interruption Frequency Index) metrics. EDBs are required to report on these metrics and meet specific targets to ensure that we provide a reliable service and continuously work towards minimising interruptions and improving the overall reliability of the electricity supply.³

³ https://comcom.govt.nz/_data/assets/pdf_file/0025/216862/Electricity-distribution-services-default-price-quality-path-determination-2020-consolidated-20-May-2020-20-May-2020.pdf

Medically dependent consumers need to be prepared for the power to go out at any time and without notice – as this is the reality. Accordingly, it is the medically dependent consumer’s responsibility to ensure their own safety, by developing an emergency response plan, along with their Health Practitioner, to minimise harm if their electricity supply fails.⁴ This emergency response plan should consider the reliability of their electricity supply, the impact of losing that supply on their health and safety, and the reliability of communications in the event of an electricity supply outage to ensure that they are able to relocate or obtain alternative electricity supply before serious harm occurs.⁵

In this context, there appears to be a disconnect between the Authority’s proposal and the reality for many medically dependent consumers. We cannot, as a sector, create unrealistic expectations for medically dependent consumers on what they can expect, and what distributors can safely control, during an emergency. Our primary focus during these situations is to address immediate health and safety risks to our community and our staff.

Clause 11A.5 feedback

Orion agrees in principle with the ENA submission.

Imposing regulatory obligations for distributors to maintain information, and ‘supporting evidence’, without specifying the detail on what is required to be maintained, or for how long, will add unnecessary complexity for this process.

Recommendation

It would be helpful to understand if information is meant to be kept on a ‘per-event’ basis or a longer timescale. It would also be helpful to ensure that this requirement aligns, and complies with, the Privacy Act 2020.

Clause 42 feedback

Orion agrees in principle with the ENA submission.

⁴ https://www.ea.govt.nz/documents/2020/Consumer_care_guidelines_-_for_health_and_support_agencies.pdf

⁵ Ibid, page 10.

Clause 58 feedback

This clause, as written, relies heavily on the use and exchange of EIEP data to advise distributors of a new medically dependent consumer, or changes to a status of a medically dependent consumer. While no EIEP is specified within this clause, a reasonable assumption would be that the EIEP referenced is *EIEP4 – Customer Information*⁶. While non-regulated EIEPs may be adopted in contracts between traders and distributors, relying on a non-regulated form to comply with a Code obligation raises significant compliance risks on distributors. As this form is both non-regulated, and is a voluntary form, that is distributed by retailers to distributors, it varies in the accuracy of the data it contains, and the frequency that it is exchanged.

Orion is concerned that without clear rules regulating when this data should be exchanged and the quality and integrity of this data, the accuracy of this data will be suspect and will be difficult to rely on in the event of an emergency situation.

Additionally, the Ministry of Business, Innovation & Employment (MBIE) have recently released a consultation on *Exploring a consumer data right for the electricity sector*⁷. There may be unintended consequences or medium-term impacts to the actions both retailers and distributors (if they are considered a 'data holder') are able to take with handling medically dependent consumer information, if the relevant EIEP form becomes regulated, and this bill is passed in its current form. This could result in potential future obligations and costs to provide that consumer data.

Recommendation

The Authority should specify the required EIEP form within the clause, consider developing rules and regulations around the relevant EIEP form. This change, should the Authority decide to progress it, should be consulted on prior to implementation to ensure that the proposed changes are workable for all participants. These regulations should mandate specific requirements around EIEP4 data exchanges from retailers to distributors that cover:

- Frequency of delivery,
- Content of data, and
- Integrity/accuracy of data.

⁶ <https://www.ea.govt.nz/industry/retail/eieps/>

⁷ <https://www.mbie.govt.nz/have-your-say/exploring-a-consumer-data-right-for-the-electricity-sector>

The Authority should also consider requiring that contact information for medically dependent consumers be shared with the relevant distributor to allow for enhanced ability to notify consumers about emergency and unplanned outages. Contact information is already required to be collected under clause 15 – *Retailers to request communication and invoicing preferences from customers*, which also allows for an alternate contact. Consent for sharing of contact information for the purposes of notifying customers about emergency outages, could be gained within clause 57(1)(b). If this change is made, this would also have a positive effect on Orion’s proposed changes to clause 69. It is critical that the Authority consider the modernisation of contact methods, and should consider the wide variety of contact options that are available in 2024.

As an additional value-add enhancement, the Authority should consider requiring contact information for **all consumers** to be shared with the relevant distributor to allow for enhanced notification of planned, unplanned and emergency outages. This information is already required to be collected under clause 15 – *Retailers to request communication and invoicing preferences from customers*. Consent for sharing of accurate, and preferred, contact information for the purposes of Outage Notifications would modernise and simplify the outage notification process for all consumers⁸, and could be effectively and efficiently managed via mandating and regulating EIEP4.

Clause 69 feedback

Orion is deeply committed to protecting the safety and well-being of all our customers. We fully acknowledge the risks that power outages pose to medically dependent consumers, and take our responsibilities in this regard very seriously. However, it's important to recognise that ensuring the safety of MDCs is a shared responsibility between distributors, retailers, and the consumers themselves.

While we strive to maintain a reliable power supply and respond quickly to outages, it’s essential that medically dependent consumers and their caregivers understand and prepare for the possibility of power interruptions. These interruptions can occur at any time, due to various factors – many of which are beyond our control. Medically dependent consumers must have individual emergency response plans and backup measures in place to ensure their safety during unexpected outages. With this context in mind, Orion has significant concerns about clause 69, as currently written.

⁸ Orion has invested significantly in recent years in a modernised Customer Relationship Management platform and website to share outage notifications with our consumers. Both unplanned and planned outages are captured on our [Outage webpage](#). Unplanned outages are automatically added on a real-time (<5 minute) basis. This functionality allows our Customer Support team to add narration to each outage, sharing information to customers on estimated restoration, the reason for the outage, the streets affected by the outage, and any relevant updates during the outage period. We have also developed functionality that allows for our customers to automatically receive [planned outage notifications](#) for their ICPs. Our focus on enabling our consumers to access quality, up-to-date, information is reflected in a recent customer satisfaction survey: 88% of our customers are either **highly** satisfied or **satisfied** with our performance as a lines company.

Orion, along with the ENA and other distributors, has conducted an assessment to identify emergency situations where it may be both 'practicable' and there be 'sufficient time' for an operational fault response staff member or contractor to door-knock on all affected residential premises before addressing the emergency situation. Our findings indicate that such situations, allowing for a residential door knock before responding to the emergency, would be extremely rare, if they exist at all.

Including this clause as written would create unrealistic expectations for medically dependent consumers about what distributors can safely control during an emergency. Our primary focus during these situations is to address immediate health and safety risks to our community and our staff. The current wording of the clause could potentially compromise this priority.

Additionally, there are several practical issues with the clause:

1. Definition of 'emergency': there's a lack of clarity on what constitutes an emergency, and how this differs from both unplanned and planned outages. This distinction is critical for understanding when the clause would apply. For example, is this clause meant to include all emergencies, ranging from a car versus pole event, up to a serious weather event?
2. Positive action requirement: The clause appears to only apply when a distributor is required to take direct, deliberate steps to disconnect a premises. This would involve an operator physically and actively intervening to cut off the electrical supply, rather than passive or indirect actions. This creates ambiguity in situations where the loss of power is a result of the emergency itself, rather than a deliberate action by the distributor. It's unclear whether the same obligations would apply in these scenarios.
3. Safety concerns: Requiring staff to visit affected residential premises before emergency disconnections puts our personnel at unnecessary risk. This requirement fails to consider the various hazards our staff might encounter, such as:
 - a. Severe weather conditions and environmental dangers,
 - b. Aggressive animals on the property,
 - c. Confrontations with distressed or hostile individuals,
 - d. Poor visibility, or the potential for additional distress and confusion when responding to nighttime emergencies, or
 - e. Potential misidentification of company personnel as intruders, especially in areas where firearm ownership is common.
4. Resource implications: Implementing this requirement would necessitate significant additional resources to respond, which could delay our response to emergency situations and potentially increase risks to public safety. For example, we would likely need to dispatch a communications coordinator to each emergency disconnection to handle questions from concerned residents or their neighbours.
5. Remote disconnections: We may disconnect properties in an emergency from our control room, if we receive instructions from emergency services notifying us of a serious accident. This disconnection could occur before an operations staff member is on scene to carry out the notification. This practical reality makes it impossible to comply with the physical notification requirements in many emergency situations, without significantly elevating health and safety risks for the public and emergency services.

6. Urban vs. rural ICPs: The clause fails to account for the significant differences between urban and rural ICPs. In rural areas, the distances between ICPs would make it impractical, if not impossible, to visit all affected premises in a timely manner during an emergency. For urban ICPs, the high density of customers could necessitate additional customer communications staff to be on site to field questions from concerned residents, further complicating our emergency response.
7. Scope of the clause: As written, the clause requires distributor staff to visit all affected residential premises and does not allow a distributor to only specifically visit premises with medically dependent consumers.
8. Follow-up requirements: Subclause 2 requires the distributor to advise the retailer of the affected ICP of the disconnection and the name of the person contacted at the residence (if known). There are several issues with this requirement:
 - a. Lack of retailer action: The Consumer Care Obligations does not specify any actions retailers must take with this information, making it appear to be data gathering for its own sake. This raises questions about the purpose and utility of collecting and transmitting this data during emergency situations.
 - b. Operational impracticality: Expecting our operational personnel, and third-party contractors, to collect and report this information while responding to an emergency is unreasonable and impractical. It adds an unnecessary administrative burden during critical situations when our staff should be focused on addressing the emergency and restoring power safely.
 - c. Privacy concerns: Collecting and sharing individuals' names without a clear purpose or consent raises potential privacy issues. This could put distributors in a difficult position regarding compliance with Privacy Act 2020.

Recommendation

We strongly recommend that clause 69 either be significantly revised to focus on distributor actions *after* an emergency power outage, rather than action required to be taken *before* we respond to an emergency, or removed entirely.

If retained in its current form and intention, at a minimum, we suggest that the Authority consider allowing for alternative contact methods (e.g. a 'push' notification via phone, text, email, or via posting on a distributor's Outage webpage). It is also critical that the Authority provide significant clarification for this clause to ensure that it is clear and practical to implement in an emergency context. We welcome further conversations with the Authority to better define a solution for this problem, and we invite the Authority to attend a fault response with our operational personnel.

We have provided proposed redrafting of the Code clause in our response to Q16.

Clause 70 feedback

Clause 70, as currently written, presents significant operational challenges for distributors and fails to align with existing industry practices and regulations. While we understand the intent to protect medically dependent consumers, the clause's requirements could inadvertently hinder our ability to maintain a safe and reliable electricity network. The proposed consultation process with retailers for planned outages is impractical and inconsistent with other regulatory frameworks, potentially leading to increased costs, reduced network resilience, and confusion over responsibilities.

Other concerns:

- Requiring distributors to 'consult' with retailers for planned outage variations may allow retailers to deny or delay necessary planned work. It could also lead to significant costs for re-planning outages, depending on staff and material availability.
- The clause does not account for last-minute changes, which are often required for reasons both within and outside of a distributor's control, and include weather, or material and staff and contractor availability.
- Clause 70(2), as written, does not allow for an alternate outage date: *'the distributor **must not** vary the time or date of a planned service interruption.'* This obligation conflicts with the Commerce Commission's Default Price Path (DPP) regime⁹ which allows for an alternate date and time to be utilised for planned outages, to accommodate any last-minute changes.
- Subclauses 1 and 2 of clause 70 are duplicate obligations, as distributors and traders already have an effective mechanism to coordinate planned service interruptions via the EIEP5A – *planned service interruptions*.¹⁰ While Orion appreciates the focus of these obligations on medically dependent consumers, the requirement for distributors to have processes to coordinate with retailers on planned service interruptions affecting medically dependent consumers is already substantively accomplished via the EIEP5A mechanism. EIEP5A already allows for traders and distributors to notify all consumers – not just a subset. This makes subclauses 1 and 2 a duplicate obligation within the Code for activities that are already undertaken and work effectively.

⁹ https://comcom.govt.nz/data/assets/pdf_file/0025/216862/Electricity-distribution-services-default-price-quality-path-determination-2020-consolidated-20-May-2020-20-May-2020.pdf, *Additional Notice*, pages 63 – 64.

¹⁰ Orion notes that the Authority has made the EIEP5A functionality, which allows for an alternate date, mandatory for distributors as of 1 April 2024. <https://www.ea.govt.nz/projects/all/changes-to-eiep1-and-eiep5a/>.

- The clause does not recognise that some distributors contact customers directly about planned outages, as allowed under the DPP regime¹¹. At Orion, for planned outages affecting less than 10 ICPs, we allow for customer notification to be conducted via mail drop, provided certain criteria are met. We also allow for this for a small number of non-routine urgent works (not emergency). In both circumstances, both customers and retailers are notified not less than four days' notice prior to the outage.
- It is also unclear who is responsible for carrying out the duties of a 'distributor' in certain situations, including network extensions (where a distributor has issued ICPs for tenants inside an apartment block), interconnection points between networks, and customer-owned networks.

Recommendations

Orion recommends that the Authority remove restrictions on distributors' ability to vary outage times and dates. This change would align the clause with existing regulations.

The requirement for 'consulting' retailers should be changed to 'advising' them of planned outages. This adjustment would enable distributors to undertake necessary work while keeping retailers and customers informed, striking a balance between communication and operational efficiency.

We suggest removing subclauses 1 and 2 of clause 70 entirely. As outlined previously, removing these subclauses would eliminate redundancy and potential conflicts with existing industry regulatory requirements.

Orion supports the ENA's recommendations in principle, and agrees with adding a provision to prevent distributors from starting planned interruptions earlier than scheduled. This would help minimise unexpected disruptions for vulnerable customers.

We have provided proposed redrafting of the Code clause in our response to Q16.

Other feedback

The consultation proposes that the obligations will come into effect from 1 January 2025. While Orion appreciates the symbolism of starting this obligation on the first day of a new year, this is not practical for several reasons:

- The proposed date is a National public holiday and is when many distributors have a shut-down period for non-rostered staff.

¹¹ https://comcom.govt.nz/_data/assets/pdf_file/0025/216862/Electricity-distribution-services-default-price-quality-path-determination-2020-consolidated-20-May-2020-20-May-2020.pdf, *Additional Notice*, pages 63 – 64.

- We have raised extensive practical and operational issues with the proposed Consumer Care Obligations for distributors. The short timeframe between 10 September 2024 and 1 January 2025 raises concerns that there may not have enough time to continue working with Authority staff to identify a path forward that works for all affected parties, including medically dependent consumers. There may also not be enough time between when a final decision is made, and when any new obligations come into effect.

Q15. Do you agree that the benefits of the proposed Code amendment outweigh its costs?

No, Orion does not agree that the benefits of the proposed Code amendment outweigh its costs. The Authority's assessment demonstrates a disconnect from the practical realities of emergency response situations. The proposed changes appear to have been drafted without due consideration for what distributors can realistically control or achieve during emergencies. This lack of operational understanding could lead to unintended consequences, potentially compromising the safety and efficiency of our emergency response personnel, and provide a false sense of security to medically dependent consumers.

The Authority's assessment that the new requirements are "unlikely to result in significant additional cost" seems to overlook several key factors:

- Training: Staff will need comprehensive training on new procedures, especially regarding medically dependent consumers notifications and emergency protocols. This represents both direct costs and opportunity costs of staff time.
- Additional personnel: The new obligations, particularly those in clause 69, may necessitate hiring additional staff or contractors to manage increased coordination and notification requirements.

The Authority doesn't appear to have fully considered the operational impacts of these changes:

- Delayed response times: The requirement to physically door-knock on a residence and advise medically dependent consumers before acting in emergencies could lead to delayed response times, potentially increasing outage durations, risks to other consumers, and associated costs.
- Increased employee risk: For the reasons outlined in our response to Q14, physically door-knocking on a residential premises in an emergency situation may raise the risk of physical harm to employees and contractors.
- Rural vs urban considerations: The cost impact is likely to vary significantly between rural and urban distributors due to differences in network configuration and customer density.

While the Authority suggests there will be benefits, these are not clearly quantified. It is unclear how much (if at all) these changes will actually improve outcomes for medically dependent consumers, given that they should already have individual emergency response plans in place. We welcome Authority representatives to attend an emergency response with our operations staff to gain insights into the challenges we face and the potential implications of the proposed changes, allowing for a more informed and practical approach to regulation.

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

General feedback:

Clause 64(6)(b)(i) has an error: *inform them of the matters in subclauses 0(b) and (c)*.

Clause 11A.5 proposed redrafting:

The clause heading should be updated to reflect the responsibilities of both the retailer and distributor: *Retailers and distributors to provide certain information upon request*.

Clause 57 proposed redrafting:

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

(1) Upon receipt of an application (in any form) for medically dependent consumer status in relation to a customer or residential consumer residing at a customer's premises, the retailer:

- (a) must record that the application has been received;
- (b) must ask for the applicant's consent (unless such consent has already been provided) to:
 - (i) record and hold relevant information, **including the customer's preferred contact method and contact information**, relating to the application; and
 - (ii) share ~~that~~ **the information under subclause (i)** with the relevant distributor, metering equipment provider and trader recorded in the registry as being responsible for a relevant ICP (unless the retailer is itself the relevant trader);...

Clause 58 proposed redrafting:

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

(1) If a retailer receives an application under clause 57, and the applicant has given their consent in accordance with clause 57(1)(b), the retailer must:

(a) if the retailer is the trader recorded in the registry as being responsible for the relevant ICP, advise the relevant distributor and metering equipment provider, using ~~the relevant~~ EIEP4, of:

(i) the application, at the time the retailer receives the application; and

(ii) the retailer's decision regarding whether to record the applicant as a medically dependent consumer, as soon as practicable once the retailer has made that decision; and

(iii) the information captured as part of the application, which includes preferred contact method and contact information; and

(b) if the retailer is not the trader recorded in the registry as being responsible for the relevant ICP, advise that trader of the matters in subparagraph (a)(i) and (ii).

(2) If a trader receives advice under subparagraph (1)(b), the trader must record that information and advise the relevant distributor and metering equipment provider as soon as practicable, using ~~the relevant~~ EIEP4, of:

(a) the application; and

(b) the retailer's decision regarding whether to record the applicant as a medically dependent consumer.

Clause 69 proposed redrafting:

69 Distributor's obligations to medically dependent consumers in event of emergency situation

(1) A distributor must, ~~if practicable and if there is sufficient time, before~~ **after** undertaking an electrical disconnection ~~in~~ **because of** an emergency:

(b) ~~visit the residential premises and~~ use reasonable endeavours to ~~contact~~ **notify¹²** ~~any person~~ **medically dependent consumers:**
~~before undertaking the electrical disconnection to~~

~~(c) if contact is made with any person at the premises, advise them:~~

(i) of the reason for the emergency electrical disconnection; and

(ii) **the estimated length of time that the electrical disconnection will occur; and**

(iii) ~~that if any medically dependent consumers are present, they should enact their individual emergency response plan.~~

~~(2) When subclause (1) applies, a distributor must, as soon as practicable, advise the retailer who is the trader recorded in the registry as being responsible for a relevant ICP:~~

~~(a) of the electrical disconnection; and~~

~~(3) if the distributor contacted any person at the premises under subclause (1) and, if so, the name of that person (if known).~~

¹² The term 'notify' could include various communication methods, including 'push' notifications (e.g., text messages, emails) or updates to a distributor's outage website. For push notifications, distributors would require prior consent and accurate contact information from consumers. Given the range of potential notification methods and their associated requirements, it would be beneficial for the Authority to provide a clear definition of 'notify' in this context. The Authority should consider consulting with the sector to determine the most effective and appropriate notification methods. This consultation process should address issues of consumer consent, data privacy, and the practicalities of maintaining up-to-date contact information.

Clause 70 proposed redrafting:

70 Coordinating planned service interruption or electrical disconnection

~~(1) Where a retailer has advised a distributor of an application or a decision to record a person as a medically dependent consumer under clause 58, the retailer and the distributor must use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and electrical disconnections that will affect those medically dependent consumers.~~

~~(2) Where a distributor receives a notification from a retailer under clause 58, the distributor must not vary the time or date of a planned service interruption or electrical disconnection that will affect those medically dependent consumers, without first consulting that retailer regarding those medically dependent consumers.~~

(1) A distributor must not start a planned service interruption prior to the earliest scheduled time or date notified to the retailer.

(2) A retailer or trader who has been consulted advised by a distributor under subclause (2) via EIEP5A – *Planned service interruptions* regarding a variation **Revision¹³** to a to the time or date of a planned electricity outage or electrical disconnection affecting a medically dependent consumer must use reasonable endeavours to inform any these affected customers who are medically dependent consumers or who may have medically dependent consumers residing at their premises of the changes **revision to the planned outage time or date**.

(3) Each retailer that has an arrangement with a metering equipment provider under Part 10 of this Code must use reasonable endeavours to ensure their service level agreements with metering equipment providers prevent the metering equipment provider, having regard to any applicable health and safety requirements, from:

(a) electrically disconnecting the retailer's customer without explicit instruction or agreement from the retailer; or

(b) as far as reasonably practicable, varying the date or materially varying the time of an agreed electrical disconnection or reconnection.

¹³ Communication type code "PLR". Orion notes that a 'reschedule' of a planned outage is required if 'fewer than 7 business days remain'. If a distributor is unable to meet the planned outage, or alternative outage date, this requires a minimum notice period of 10 business days for all planned outages for all consumers, [https://www.ea.govt.nz/documents/3754/EIEP5A_v11.2 - mandatory from 1 April 2024.pdf](https://www.ea.govt.nz/documents/3754/EIEP5A_v11.2_-_mandatory_from_1_April_2024.pdf), page 5.