

Electricity Industry Participation Code Amendment (Consumer Care Obligations) 2024

Under section 38 of the Electricity Industry Act 2010, and having complied with section 39 of that Act, I make the following amendment to the Electricity Industry Participation Code 2010.

At Wellington on the 2nd day of December 2024



Anna Kominik
Chair
Electricity Authority

Certified in order for signature:



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27 November 2024



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25 November 2024

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Schedule 1

Part 11A inserted

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Amendment

- Title**
This is the Electricity Industry Participation Code Amendment (Consumer Care Obligations) 2024.
- Commencement**
This amendment comes into force on 1 January 2025.

3 Code amended

This amendment amends the Electricity Industry Participation Code 2010.

4 Part 11A inserted

Insert new Part 11A set out in Schedule 1 of this amendment.

Schedule 1
Part 11A inserted

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Part 11A
Consumer Care

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Schedule 11A.1
Consumer Care Obligations

Purpose and interpretation

11A.1 Purpose of this Part

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

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

11A.2 Interpretation

In this Part, unless the context otherwise requires,—

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

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

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

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

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

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

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

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

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

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

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

medically dependent consumer means a residential consumer who depends on mains **electricity** for critical medical support, such that loss of **electricity** supply may result in loss of life or serious harm, including a residential consumer who depends on medical or other electrical equipment to support a medical treatment regime (which may include use of a microwave to heat fluids for renal dialysis and similar use of electrical equipment)

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

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

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

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

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

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

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

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

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

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

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

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

support person means any person authorised by a customer, or by a residential consumer with whom a **retailer** interacts, to assist the customer or residential consumer to engage with the **retailer**, provided any support person is independent of the customer's **retailer**

uncontracted premises means any residential premises where the **retailer** is recorded in the **registry** as accepting responsibility for the **ICP**, but for which the **retailer** does not have a contract with a customer

Application of the Consumer Care Obligations

11A.3 Participants subject to Consumer Care Obligations

- (1) Every **retailer** who sells **electricity** to residential consumers must comply with the Consumer Care Obligations described in column 1 from the date set out in column 2:

Column 1 – Consumer Care Obligations	Column 2 – Date
Clauses 37 and 68 of the Consumer Care Obligations	1 January 2025
All remaining clauses of the Consumer Care Obligations	1 April 2025

- (2) Every **distributor** must comply with clauses 35 and 60(1) of the Consumer Care Obligations from 1 April 2025.
- (3) Every **trader** must comply with clauses 51(2), 51(3) and 61 of the Consumer Care Obligations from 1 April 2025.

Reporting and record-keeping

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

- (1) Each **retailer** who sells **electricity** to residential consumers in a year beginning 1 July must submit a compliance report to the **Authority** in respect of that year within 3 months of the end of that year.
- (2) Each compliance report must be in the **prescribed form** and contain the following information for the year in respect of which the compliance report is submitted:
 - (a) all versions of the **retailer's** consumer care policy which were in force at any time during that year;
 - (b) a statement as to whether or not the **retailer** complied with all requirements in the Consumer Care Obligations during that year;
 - (c) a summary of any instances of non-compliance identified by the **retailer** and any remedial action taken; and
 - (d) any other information required by the **Authority**.
- (3) The **retailer** must take all practicable steps to ensure that the information contained in the compliance report is:
 - (a) complete and accurate;
 - (b) not misleading or deceptive; and
 - (c) not likely to mislead or deceive.
- (4) Each compliance report must be accompanied by a certification signed and dated by a director or the chief executive officer of the **retailer**, or a person holding a position equivalent to one of those positions, that the person considers, on reasonable grounds and to the best of that person's belief, that the compliance report is a complete and accurate record of the matters stated in the compliance report.
- (5) If the **retailer** becomes aware that any information the **retailer** provided in the compliance report is not complete or accurate, is misleading or deceptive, or is likely to mislead or deceive, the **retailer** must as soon as practicable provide to the **Authority** such further information as is necessary to ensure that the information provided is complete and accurate, is not misleading or deceptive and is not likely to mislead or deceive, even if the certification under subclause (4) has previously been issued on reasonable grounds.
- (6) Notwithstanding anything else in this clause, a **retailer** is not required to include in the compliance report any information in respect of which the **retailer** claims legal professional privilege.
- (7) The **Authority** may **publish** any information submitted to it in a compliance report, and the certification provided under subclause (4).
- (8) For the avoidance of doubt, a **retailer** who sells **electricity** to residential consumers in the period between this clause coming into force and 30 June 2025 must submit a

compliance report under subclause (1) covering at least that period within 3 months of 30 June 2025.

11A.5 Retailers and distributors to provide certain information upon request

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

- (a) a description of the policies (other than a consumer care policy), procedures and processes the **retailer** or **distributor** has implemented for the purpose of complying with 1 or more of the Consumer Care Obligations; and
- (b) in relation to a **retailer**, such other supporting evidence the **retailer** has relied on to make the compliance report as the **Authority** may require.

11A.6 Retention of records

- (1) A **retailer** must ensure it maintains records of any activity regulated under the Consumer Care Obligations, including records of:
 - (a) communications with customers (including information and advice provided to the customer under the Consumer Care Obligations);
 - (b) applications to be recorded as a medically dependent consumer and associated matters; and
 - (c) **electrical disconnections** and reconnections.
- (2) A **retailer** must retain records under subclause (1) for a period of 5 years from, as applicable:
 - (a) the date the relevant customer contract is terminated; or
 - (b) the date the uncontracted premises are disconnected.

11A.7 Authority may require independent review

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

11A.8 Nomination of independent person to undertake review

- (1) If the **Authority** requires a review under clause 11A.7—
 - (a) the **Authority** must require the **retailer** to nominate an appropriate independent person to undertake the review; and
 - (b) the **retailer** must provide that nomination within a reasonable timeframe.
- (2) The **Authority** may direct the **retailer** to appoint the person nominated under subclause (1) or to nominate another person for approval.
- (3) If the **retailer** fails to nominate an appropriate person under subclause (1) within 5 **business days**, the **Authority** may direct the **retailer** to appoint a person of the **Authority's** choice.
- (4) The **retailer** must appoint a person to undertake the review in accordance with a direction made under subclause (2) or subclause (3).

11A.9 Factors relevant to direction under clause 11A.8

- (1) In making a direction under clause 11A.8(2) or clause 11A.8(3), the **Authority** may have regard to any factors it considers relevant in the circumstances, including the following:

- (a) the degree of independence between the **retailer** and the person nominated under clause 11A.8(1);
 - (b) the expected quality of the review; and
 - (c) the expected costs of the review.
- (2) For the purpose of subclause (1)(a), the **Authority** may have regard to the special definition of independent under clause 1.4 but is not bound by that definition.

11A.10 Carrying out of review by independent person

- (1) A **retailer** subject to a review under clause 11A.7 must, on request from the person undertaking the review, provide that person with such information as the person reasonably requires in order to carry out the review.
- (2) The **retailer** must provide the information no later than 15 **business days** after receiving a request from the person for the information.
- (3) The **retailer** must ensure that the person undertaking the review—
 - (a) produces a report on whether, in the opinion of that person, the **retailer** may not have complied with clause 11A.4; and
 - (b) submits the report to the **Authority** within the timeframe specified by the **Authority**.
- (4) The report produced under subclause (3)(a) must include any other information that the **Authority** may reasonably require.
- (5) Before the report is submitted to the **Authority**, any identified failure of the **retailer** to comply with clause 11A.4 must be referred back to the **retailer** for comment.
- (6) The comments of the **retailer** must be included in the report.
- (7) The **retailer** may require that the person undertaking the review does not provide the **Authority** with a copy of any information that the **retailer** has provided to the person in accordance with subclause (2).

11A.11 Payment of review costs

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

Schedule 11A.1

Consumer Care Obligations

cl 11A.3

Part 1

Interpretation

1 Interpretation

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

Part 2

Consumer Care Policy and related matters

2 Purpose of this Part

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

3 Consumer care policy

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

- (i) the information required in relation to **fees, conditional discounts and bonds** under clause 65.
- (3) When developing its **consumer care policy**, a **retailer** must seek to avoid disparate outcomes arising from differences in language, ethnicity, educational achievement, culture, gender, disability, age, health, income and wealth.
- (4) A **retailer** must review, and if the **retailer** considers it necessary or desirable update, its **consumer care policy** at least every 2 years.

4 Communications with customers and residential consumers

- (1) Each **retailer** must use reasonable endeavours to:
 - (a) work with its **customers** in a respectful, collaborative and constructive manner; and
 - (b) communicate with its **customers** and any other **residential consumers** it interacts with in a manner which is understandable, timely, clear and accessible.
- (2) Each **retailer** must use reasonable endeavours to adapt its communications based on the needs of the **customers** or **residential consumers** receiving them.
- (3) If a **customer** or **residential consumer** is not sufficiently familiar with the English language to communicate without assistance, a **retailer** may meet the requirement in subclause (1)(b) by ensuring the **customer** or **residential consumer** has the opportunity to nominate and use a **support person** to assist them with understanding and communicating with the **retailer**.

5 Working with support agencies and health practitioners

Each **retailer** must:

- (a) have in place processes for, where a **customer** may be experiencing payment difficulties, or where otherwise required by these **Consumer Care Obligations**:
 - (i) seeking that **customer's** consent to refer that **customer** to 1 or more **support agencies**; and
 - (ii) having obtained consent, referring that **customer** to the **support agency** or **agencies**, within 5 **business days**; and
- (b) use reasonable endeavours to work with any **support agencies** and **health practitioners** it liaises with in accordance with these **Consumer Care Obligations** in a cooperative, constructive and timely manner.

6 Customer-facing website requirements

Each **retailer** must clearly and prominently **publish** the following information in a dedicated section of their **customer-facing** website:

- (a) a statement that the **retailer** has a **consumer care policy** which complies with the **Consumer Care Obligations**;
- (b) the **retailer's consumer care policy** or a direct hyperlink to it;
- (c) how to contact the **retailer** with any questions regarding the **retailer's consumer care policy** or the **retailer's** compliance with the **Consumer Care Obligations**;
- (d) a hyperlink to the page of the **Authority's** website prescribed for the purposes of this clause; and
- (e) information, including hyperlinks to the websites and contact details of:

- (i) one or more **support agencies** offering advice on the efficient use of **electricity**;
- (ii) one or more **support agencies** offering financial mentoring services; and
- (iii) the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**.

Part 3

Signing up customers and contract denials

7 Purpose of this Part

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

Information to be provided prior to sign up

8 Information to be provided prior to sign up

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

9 Information to be provided before entering prepay contracts

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

- (a) of any differences between **fees, bonds** and the rate or rates charged for **electricity** under relevant **post-pay** and **prepay product offerings** offered by the **retailer** or any related **retailer**;
- (b) that when credit under a **prepay** contract reduces to zero or any approved arrears limit is reached, **electrical disconnection** will occur;
- (c) of the warnings the **customer** will receive prior to the credit for the **meter** expiring; and
- (d) of how to purchase additional or emergency credit under the **prepay** contract.

Considering and declining contracts

10 Declining to enter into a contract

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

- (a) information about 1 or more **electricity plan comparison platforms**;
- (b) reasons for the **retailer's** decision; and
- (c) information, including hyperlinks to the websites and contact details, of 1 or more **support agencies** from which the **residential consumer** could seek assistance.

Information to be provided to new customers

11 Information to be provided to new customers

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

- (a) the existence of the **retailer's consumer care policy** and provide a copy of the **consumer care policy** or a direct hyperlink to it;
- (b) the **retailer's** available **payment options**; and
- (c) the importance of notifying the **retailer** if they, or another **residential consumer** who permanently or temporarily resides at the premises, is a **medically dependent consumer** and where to obtain information on how to apply to be recorded as a **medically dependent consumer**.

Part 4

Information and records relating to customer care

12 Purpose of this Part

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

13 Retailers to request communication information from customers

- (1) A **retailer** must request the following information relating to communication from each new **customer**:
 - (a) contact information for at least 2 communication channels, which may include email, post, phone, text message, or the use of in-app messages;

- (b) any other information the **customer** wishes to provide which may be relevant to engaging with that **customer**;
 - (c) whether the **customer** wishes to use an **alternate contact person** and, if so, the **alternate contact person's** contact information; and
 - (d) whether, and if so, when, the **customer** wishes to use a **support person**.
- (2) Whenever a **customer** provides the information specified in subclause (1), the **retailer** must use the **customer's** information to inform the **retailer's** communication practices with that **customer** to the extent reasonably possible.
- (3) A **retailer** must, if it has not already done so, request the information in subclause (1) from existing **customers** when first contacting that **customer** under clause 16.

Alternate contact persons

14 Alternate contact person

- (1) If a **customer** nominates an **alternate contact person**, the **retailer** may contact that **alternate contact person** if the **retailer** is unable to contact the **customer**.
- (2) If at any time a **customer's** nominated **alternate contact person** advises the **retailer** that they no longer agree to act in that capacity, the **retailer** must record that information and, when liaising with the **customer** for the first time after being so advised by the nominated **alternate contact person**, notify the **customer**.

Part 5

Business-as-usual account management

15 Purpose of this Part

This Part of the **Consumer Care Obligations** imposes obligations on **retailers** regarding business-as-usual account management for the purpose of ensuring that **customers** remain informed, in order to promote the purpose in clause 11A.1.

16 Retailers to contact customers at least annually

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

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

17 Retailers to provide further information prior to customers making changes

- (1) If a **customer** enquires with the **retailer** about changing a **pricing plan** or signing up to a different **product offering**, before making any change the **retailer** must:
 - (a) advise the **customer** of the **retailer's** available **product offerings**, and related **pricing plans** and **payment options** that are relevant to the **customer's** current household circumstances;

- (b) use reasonable endeavours to assist the **customer** in understanding the most suitable option for the **customer's** current household circumstances, including any conditions the **customer** must meet in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular option including any **fees** the person may incur; and
 - (c) provide information about 1 or more **electricity plan comparison platforms**.
- (2) Subclause (1) does not apply to **customer** changes made through an online platform, provided the **customer** has easy access to information about the **retailer's** available **product offerings** and related **pricing plans** and **payment options** that may be relevant to the **customer's** current household circumstances.

Account management for post-pay customers

18 Retailers to use meter readings for invoicing

A **retailer** must use **meter readings** and not **estimated readings** for invoicing whenever practicable, unless otherwise agreed by the **customer** for the purpose of their preferred **payment option** (such as Smooth Pay or redirection of income) or **payment support plan**.

19 Information required on invoices

In addition to any applicable requirements in clauses 11.30 to 11.30B, a **retailer** must clearly set out on each **invoice**:

- (a) a breakdown of the total amount owed, distinguishing between the current invoicing period and any overdue amounts;
- (b) the due date or dates for payment;
- (c) available **payment options**, or advice on where to find information regarding available **payment options** in supporting documentation (which may include the **retailer's** website or app); and
- (d) if bundled goods or services have been received by the **customer**, the amounts owing for each good or service.

Account management for prepay customers

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

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

Part 6

When payment difficulties are anticipated or arise

21 Purpose of this Part and knowledge of payment difficulties

- (1) This Part of the **Consumer Care Obligations** requires a **retailer** to take specific actions when a **customer** is in arrears or the **retailer** knows that the **customer** may be experiencing payment difficulties for the purpose of supporting those **customers** in accessing and maintaining an affordable and constant **electricity** supply suitable for their needs.
- (2) For the purposes of these **Consumer Care Obligations**, a **retailer** is deemed to know that a **customer** may be experiencing payment difficulties when:
 - (a) a **customer** tells the **retailer** that they anticipate challenges in meeting **invoice** due dates due to factors such as reduced income, upcoming financial commitments, or shifts in their financial circumstances;
 - (b) a **customer** fails to pay an **invoice** by the **invoice** due date for more than 1 billing cycle in a 6-month period; or
 - (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates anticipated or actual payment difficulty.
- (3) Each **retailer** must record and use information relevant to the matters listed in subclause (2), to identify **customers** who may be experiencing payment difficulties.
- (4) Information under subclause (2)(c) may include information provided by the **customer** or information gathered by the **retailer** through the use of a methodology or process to identify when **customers** may be experiencing payment difficulties based on information such as payment history and changes in consumption.
- (5) A **retailer** is not required to treat a **customer** as experiencing payment difficulties if the **customer** confirms that they are not experiencing payment difficulties, unless the **retailer** subsequently becomes aware of new information that meets one of subclauses (2)(a) to (c).

22 Retailers' obligations if customer fails to pay invoice

- (1) Each **retailer** must take reasonable steps to support **customers** who fail to pay an **invoice** to resolve payment issues and avoid **electrical disconnection**.
- (2) The steps under subclause (1) must include:
 - (a) issuing a reminder notice to a **customer** who fails to pay an **invoice** by the **invoice** due date as soon as reasonably practicable after the **invoice** becomes overdue; and
 - (b) if payment has not been made within 14 days of the **invoice** being issued, making further attempts to contact the **customer** or the **customer's alternate contact person** (if applicable and as appropriate) for the purpose of seeking payment and avoiding **electrical disconnection**.
- (3) Any notice issued under subclause (2)(a) must include:
 - (a) a statement that the **retailer** has a **consumer care policy**; and
 - (b) a copy of the **consumer care policy** or a direct hyperlink to it.
- (4) Any contact attempts under subclause (2)(b) involving written communication, and any successful contact attempts involving oral communication, made 4 days or more after the initiation of contact attempts under subclause (2)(b), must include an offer to

discuss with the **customer payment support plans** that appear suitable to the **customer's** circumstances.

- (5) A **retailer** must make at least 3 separate contact attempts under subclause (2)(b), spread over 7 or more days, before initiating the disconnection for non-payment process in clause 31.

23 **Retailers to engage with customers experiencing payment difficulties**

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

- (a) use best endeavours to engage with the **customer** for the purposes of resolving the payment difficulties;
- (b) communicate the steps the **retailer** will follow to assist the **customer** to resolve their payment difficulties and the timeframes for those steps;
- (c) remind the **customer** that:
 - (i) they may nominate a **support person** or an **alternate contact person**; and
 - (ii) the **retailer** has a **consumer care policy**, which explains what the **retailer** can and will do to support the **customer**;
- (d) provide the **customer** with relevant information to assist them to improve energy efficiency at their premises, or the information referred to in clause 6(e)(i);
- (e) offer advice, and if the **customer** agrees, advise on changes that could be made to:
 - (i) the **customer's** consumption profile (which may include increasing the proportion of **electricity** used at off-peak times); or
 - (ii) the metering at the **customer's** premises (which may include taking steps to support changes to the **customer's** consumption profile, or to enable load control),
that might reasonably be expected to reduce the amount of the **customer's** future **invoices**, after accounting for the cost of implementing such changes (which may include the cost of changing the **metering** at the **customer's** premises);
- (f) consider whether, based on the **customer's** consumption over the past 12 months, and any advice given under paragraph (e), the **retailer** has 1 or more **pricing plans** that could provide a lower cost of **electricity** to the **customer** and, if so:
 - (i) advise the **customer** of that plan or those plans that the **retailer** reasonably considers are most suitable for that **customer's** current household circumstances (provided that the **retailer** does not need to advise the **customer** of more than 3 **pricing plans**), any conditions the person must meet in order to obtain the greatest benefit from any **pricing plan** and the drawbacks of any particular plan including any **fees** the person may incur; and
 - (ii) where the **retailer** advises the **customer** of more than 1 **pricing plan**, identify the **pricing plan** which the **retailer** reasonably considers is the lowest cost option for the **customer**, taking into account those aspects of the **customer's** circumstances of which the **retailer** has knowledge;
- (g) provided the **customer** has engaged with the **retailer**:
 - (i) satisfy itself, acting reasonably, that the **customer** is aware or has been reminded of the availability of financial assistance, financial mentoring services and **electricity** efficiency advice from **support agencies**; and

- (ii) offer to refer the **customer** to any of those **support agencies** where appropriate, with the **customer's** agreement;
- (h) if a referral is made under paragraph (g) or a **customer** advises the **retailer** that they have contacted a **support agency** directly:
 - (i) advise the **customer** of the option to pause further steps in respect of any unpaid **invoices** but that, if the **customer** selects this option, any pause could cause the **customer** to go into more debt with the **retailer**;
 - (ii) if the **customer** opts to pause further steps, wait at least 7 days before taking any further steps under clauses 22 or 31; and
 - (iii) if, the **retailer** is satisfied that the **customer** is making reasonable efforts to engage with the **support agency** or **agencies**, wait a further period of at least 7 days after the initial period has elapsed; and
- (i) offer to discuss, and, if the **customer** agrees, discuss with the **customer payment support plans** that appear suitable to the **customer's** circumstances, including 1 or more **payment support plans** that a reasonable **retailer** would consider:
 - (i) offer the best way for the **customer** to pay off any debt owed to the **retailer** while accommodating the **customer's** expected ongoing **electricity** use; and
 - (ii) are most likely to help avoid the **customer** falling into debt, or further into debt, with the **retailer**.

24 No unilateral change to payment support plan

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

25 Retailer's obligations in respect of customers on payment support plans

- (1) If a **retailer** identifies a significant and sudden increase in consumption by a **customer** on a **payment support plan** that is not explained by circumstances of which the **retailer** is aware (including seasonal factors), the **retailer** must:
 - (a) notify the **customer** of the change in consumption in order to avoid bill shock; and
 - (b) if appropriate, advise the **customer** of any **pricing plans** that the **retailer** reasonably expects would reduce the amount of the **customer's invoices** taking into account the increased consumption and any change in circumstances.
- (2) A **retailer** must, for a **customer** on a **payment support plan**, monitor the **customer's** debt repayments at a frequency appropriate to the **payment support plan**.
- (3) A **retailer** must contact a **customer** on a **payment support plan**:
 - (a) if a part payment has been made, to assess whether the **payment support plan** should be reviewed; and
 - (b) on a regular basis, and not less than once every 6 months, to discuss with the **customer** whether their current **payment support plan** is meeting their needs.
- (4) If a **customer** on a **payment support plan** indicates they are experiencing payment difficulties, the **retailer** must offer to:
 - (a) discuss with the **customer** what the **customer** can afford in terms of repayments;
 - (b) based on the discussion in paragraph (a), review the **payment support plan**; and

- (c) refer the **customer** to 1 or more **support agencies** offering financial assistance, financial mentoring services or **electricity** efficiency advice where appropriate, with the **customer's** consent.
- (5) A **retailer** must, within 5 **business days** of a **customer** on a **payment support plan** falling behind in their repayments, contact the **customer**, and:
 - (a) inform the **customer** that they have fallen behind in their repayments;
 - (b) offer to discuss with the **customer** what the **customer** can afford and to review the **payment support plan** if the **customer's** circumstances have changed;
 - (c) offer to refer the **customer** to 1 or more **support agencies** offering financial assistance, financial mentoring services or **electricity** efficiency advice where appropriate, with the **customer's** agreement; and
 - (d) explain the next steps if repayment is not made.
- (6) If a referral is made under subclause (4)(c) or (5)(c), or a **customer** advises the **retailer** that they have contacted a **support agency** directly, the **retailer** must:
 - (a) advise the **customer** of the option to pause further steps in respect of any **payment support plan** repayments but that, if the **customer** selects this option, any pause could cause the **customer** to go into more debt with the **retailer**;
 - (b) if the **customer** opts to pause further steps, wait 7 days before initiating the disconnection for non-payment process in clause 31; and
 - (c) if the **retailer** is satisfied that the **customer** is making reasonable efforts to engage with the **support agency** or **agencies**, wait a further period of at least 7 days after the initial period has elapsed.

26 **Retailer obligations in respect of representatives**

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

- (a) receive appropriate training that includes:
 - (i) building rapport with **customers**; and
 - (ii) recognising signs of anticipated or actual payment difficulties when interacting with **customers**, including through review of changes in consumption as well as account history data; and
- (b) are able to provide targeted assistance to **customers** to help them avoid payment arrears or resolve payment difficulties as far as possible, including in relation to the matters specified in clause 23.

Obligations in respect of prepay customers

27 **Retailers to monitor the frequency and duration of prepay electrical disconnections**

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

28 **Retailers to contact prepay customers**

- (1) This clause applies if a **retailer** has a **prepay customer** and:

- (a) the **retailer** identifies a significant and sudden increase in consumption that is not explained by circumstances of which the **retailer** is aware (including seasonal factors); or
 - (b) the **prepay customer** runs out of credit frequently (for example, on average 1 day in 7 days) or for relatively long durations (for example, for several days at a time).
- (2) Where this clause applies, a **retailer** must contact the **customer** and offer to:
- (a) discuss options with the **customer** that may reduce or avoid instances of **electrical disconnection**; and
 - (b) refer the **customer** to 1 or more **support agencies** offering financial assistance, financial mentoring services or **electricity** efficiency advice where appropriate, with the **customer's** agreement.

Part 7

Disconnection and reconnection of residential premises

29 Purpose of this Part

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

Disconnecting post-pay customers for non-payment of invoices

30 Disconnection a measure of last resort

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

31 Conditions for disconnection for non-payment

- (1) A **retailer** must not **electrically disconnect** a **post-pay customer's** premises for non-payment of an **invoice**, unless:
- (a) the **retailer** has the right to **electrically disconnect** the premises under its contract with the **customer**;
 - (b) the **retailer** has complied with all relevant and applicable obligations in Part 6 of the **Consumer Care Obligations**;
 - (c) if any unpaid **invoice** uses an **estimated reading**, the conditions in clause 32 are met;
 - (d) the **customer**:
 - (i) has not agreed to a **payment support plan**; or
 - (ii) is not substantially adhering to a **payment support plan**;
 - (e) the **retailer** has used its best endeavours to satisfy itself that the **customer**, and any **residential consumer** who permanently or temporarily resides at the **customer's** premises, is not a **medically dependent consumer**;
 - (f) the **retailer** has:
 - (i) made at least 5 separate attempts to contact the **customer**;
 - (ii) issued the **customer** with an initial notice of disconnection, no earlier than 28 days after the **invoice** was issued;

- (iii) issued the **customer** with a final notice of disconnection, which must be issued:
 - (A) only after an initial disconnection notice has been issued and the **retailer** has not received payment in full, or in accordance with a **payment support plan**;
 - (B) no earlier than 44 days after the **invoice** was issued;
 - (C) no less than 24 hours or more than 10 days before **electrical disconnection**; and
 - (iv) in the case of a physical **electrical disconnection**, ensured that information on how to contact the **retailer** to **reconnect** the premises is provided to the **customer**, or left at the **customer's** premises, by the person visiting the premises to action the **electrical disconnection**; and
 - (g) following the contact attempts required by paragraph (f)(i), the **retailer** has not received payment in full for the **invoice** or **invoices**.
- (2) The contact attempts required under subclause (1)(f)(i):
- (a) may comprise up to 3 attempts made under clause 22(2)(b); and
 - (b) except for the contact attempts made under clause 22(2)(b), must:
 - (i) seek to explain the pending **electrical disconnection** of the **customer's** premises and the potential consequences of not responding to the **retailer's** contact attempts in a manner the **customer** is reasonably likely to understand, having regard to any relevant communication information recorded about the **customer** under clause 13; and
 - (ii) use communication channels that are reasonable in the circumstances and which the **retailer** reasonably considers are most likely to result in the relevant information being communicated to the **customer**, which may include phone calls, emails, posted letters or a representative of the **retailer** visiting the **customer's** premises, subject to any health and safety risks to the representative, the **customer** or any other person at the premises.

32 Additional conditions for invoices using estimated readings

- (1) A **retailer** must not **electrically disconnect** a **post-pay customer's** premises for non-payment of an **invoice** that uses an **estimated reading** unless the **retailer** is reasonably satisfied that:
- (a) the **estimated** reading used in that **invoice** is a reasonable estimation of actual consumption; and
 - (b) at least 1 of the following applies:
 - (i) a **meter reading** is not available due to:
 - (A) the **customer** obtaining **electricity** by or involving deception;
 - (B) vandalism; or
 - (C) an issue with the **metering installation**;
 - (ii) the **retailer** cannot obtain a **meter reading** due to its, or another person's, obligations under the Health and Safety at Work Act 2015; or
 - (iii) both of the following apply:
 - (A) the **customer** has, for at least 20 **business days**, failed to respond to or refused requests from the **retailer**, or the **retailer's** agent, for access 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
- (B) the **retailer** does not accept any meter reading provided by the **customer** because any of the circumstances in subclause (2) apply.
- (2) The circumstances referred to in subclause (1)(b)(iii)(B) are:
- (a) the **meter reading** does not lie within an acceptable range compared with the expected pattern, previous pattern or trend of consumption;
 - (b) the **meter reading** does not relate to that **customer**;
 - (c) the **customer** does not provide sufficient information to enable the **retailer** to identify the **meter**; or
 - (d) the **customer** supplies a cumulative **meter** register reading when the **retailer** requires absolute half-hourly **meter readings** that are only available electronically.

33 Failure to disconnect within timeframe

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

- (a) before **electrically disconnecting** the premises, issue a further final notice of disconnection; and
- (b) issue that notice no less than 24 hours or more than 10 days before **electrical disconnection**.

34 Notices issued to a post-pay customer

- (1) Any notice issued to a **post-pay customer** under this Part of the **Consumer Care Obligations** must be in writing and include information about how to contact the **retailer** to discuss payment of the debt.
- (2) The following information must be included in at least 1 notice issued under this Part:
 - (a) a statement that, if the **customer** makes contact with the **retailer** before the point of **electrical disconnection**, the **retailer** will actively work with them to resolve any payment difficulties and avoid **electrical disconnection** occurring, even if the **customer** has failed to act on prior attempts by the **retailer** to engage with them;
 - (b) information regarding **payment options** available (which may include Smooth Pay or redirection of income);
 - (c) information regarding the **retailer's** internal dispute resolution process and the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**;
 - (d) details of all **fees** that must be paid:
 - (i) in the event of **electrical disconnection**; and
 - (ii) if **electrical disconnection** occurs, in order for the **customer's** premises to be **reconnected**;
 - (e) contact details of Work and Income; and
 - (f) where to obtain information on how to apply to be recorded as a **medically dependent consumer** and a summary of what it means to be a **medically dependent consumer**.

35 Restriction on disconnection for non-payment by distributor

- (1) This clause applies if a **distributor** directly invoices **residential consumers** for **distribution** services.
- (2) A **distributor** must not **electrically disconnect** a **residential consumer's** premises for non-payment in respect of **distribution** services if that **distributor** has been notified of an application or a decision to record a person as a **medically dependent consumer** in relation to those premises under clause 51.
- (3) A **distributor** must not otherwise **electrically disconnect** a **residential consumer's** premises for non-payment in respect of **distribution** services unless the **distributor** has provided at least 5 **business days'** notice to the **retailer** who is the **trader** recorded in the **registry** as being responsible for the relevant **ICP**.

Disconnecting uncontracted premises

36 Disconnection of uncontracted premises

- (1) A **retailer** must not **electrically disconnect uncontracted premises**, unless:
 - (a) the **retailer** has confirmed that the premises are not being switched to another **retailer**;
 - (b) the **retailer** has issued a notice to any **residential consumers** at the premises encouraging them to contact a **retailer** to sign up as a new **customer**;
 - (c) the **retailer** has given any **residential consumers** at the premises no less than 7 days' notice of **electrical disconnection**;
 - (d) the **electrical disconnection** is to be carried out at a time that would not endanger the wellbeing of any **residential consumer** at the premises (which may require **electrical disconnection** to occur at times other than just before nightfall or during a severe weather event) or at a time at which it would be unreasonably difficult for any **residential consumer** to seek rapid **reconnection** (which may require **electrical disconnection** to occur at times other than after midday on the day before a non-**business day**, on a non-**business day**, at night, during a severe weather event or during a civil emergency); and
 - (e) in the case of remote **electrical disconnection** of the premises, the **electricity meter** or disconnection device to be used can safely **electrically disconnect** the premises.
- (2) A **retailer** need not comply with subclause (1)(b) or (1)(c) if:
 - (a) the **retailer electrically disconnects** the **uncontracted premises** within 48 hours of a **customer** vacating the property; or
 - (b) half-hour metered **electricity** consumption data is available for the premises and analysis of that data does not indicate a **residential consumer** resides at the premises.
- (3) The notices required under subclauses (1)(b) and (1)(c):
 - (a) may be provided in the same notice or in separate notices at different times;
 - (b) must be in writing and delivered to the **uncontacted premises**; and
 - (c) must include information about how to contact the **retailer** to discuss signing up as a new **customer**.

- (4) If a **retailer** is notified that a **medically dependent consumer** may be permanently or temporarily residing at an **uncontracted premises**, the **retailer** must use its best endeavours to:
- (a) encourage **residential consumers** residing at that premises to sign up with a **retailer** and avoid **electrical disconnection**; and
 - (b) if the **retailer** has been unsuccessful in encouraging a **residential consumer** to sign up as a **customer**, ensure that **electrical disconnection** occurs in a way that does not endanger the wellbeing of any **medically dependent consumer** residing at that premises.

Restrictions on disconnecting post-pay customers

37 Restrictions on disconnecting medically dependent consumers

- (1) Notwithstanding anything else in these **Consumer Care Obligations**, a **retailer** must not **electrically disconnect** a **post-pay customer's** premises at which the **retailer** knows a **medically dependent consumer** may be permanently or temporarily residing.
- (2) Subclause (1) does not apply to emergency **electrical disconnections**.
- (3) A **retailer** must notify the **Authority** in the **prescribed form** as soon as it becomes aware of an **electrical disconnection** resulting in a person being without **electricity** in the circumstances described in subclause (1).

38 Restrictions on disconnecting premises

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

- (iii) the **customer** has paid all other charges and parts of any charges relating to **electricity** supply that are not disputed (the **retailer** having credited, with the **customer's** agreement, any part-payment to the **electricity** supply portion of its **invoice** to a **customer's** non-disputed debt first).
- (2) Subclause (1) does not apply to emergency **electrical disconnections**.

General requirements for reconnection of post-pay customers

39 Reconnection required

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

- (a) the **electrical disconnection** was inadvertent; or
- (b) the **electrical disconnection** of the premises (whether intentional or not) has resulted in a person being without **electricity** who:
 - (i) is recorded by that **retailer** as having **medically dependent consumer** status under clause 49; or
 - (ii) has made an application (in any form) for **medically dependent consumer** status, and the **retailer** has not yet decided the application.

40 Remote reconnection

A **retailer** should not authorise or carry out remote **reconnection** of a **post-pay customer's** premises unless the **retailer** is reasonably satisfied that the premises can be safely **reconnected** remotely (which may include ensuring that the **retailer** is satisfied that ovens and heaters are turned off).

Process for reconnection of post-pay customers

41 Reconnection for payment

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

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

42 Customer care following disconnection

If a **retailer electrically disconnects** a **post-pay customer** for non-payment of **invoices**, the **retailer** must:

- (a) continue to be responsive if the **customer** contacts the **retailer** seeking further assistance and information on **reconnection**; and
- (b) if the **customer** is still contracted to the **retailer** and has not **reconnected** 5 **business days** after **electrical disconnection**, contact the **customer** for the purpose of offering assistance and information on **reconnection**, including:
 - (i) reminding the **customer** of the financial mentoring services and **electricity** efficiency advice available from 1 or more **support agencies**; and
 - (ii) where appropriate, offering to refer the **customer**, with the **customer's** agreement, to a **support agency** from which the **customer** could seek assistance with arranging payment of the debt.

43 Steps following reconnection

Following the **reconnection** of a **post-pay customer** who is **electrically disconnected** for non-payment of **invoices**, the **retailer** must undertake the steps in clause 23 with appropriate modifications.

Disconnecting prepay customers

44 Restrictions on disconnecting a prepay customer's premises

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

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

Reconnecting prepay customers

45 Reconnecting a prepay customer's premises

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

- (c) the **retailer** is waiting on confirmation from the **customer** that the premises can be safely **reconnected**.

Part 8

Obligations in relation to medically dependent consumers

46 Purpose of this Part and knowledge of medically dependent consumers residing at customers' premises

- (1) This Part of the **Consumer Care Obligations** requires **retailers** and **distributors** to take specific actions in relation to **customers** and any other **residential consumers** permanently or temporarily residing at a **customer's** premises who are, or may be, **medically dependent consumers**, for the purpose of ensuring that:
 - (a) any **customer** premises at which **medically dependent consumers** reside are not **electrically disconnected** by their **retailer**; and
 - (b) **medically dependent consumers** receive appropriate care and consideration in relation to planned and unplanned outages.
- (2) For the purpose of these **Consumer Care Obligations**, a **retailer** is deemed to know that a **medically dependent consumer** may be permanently or temporarily residing at a **customer's** premises if:
 - (a) the **retailer** has recorded that the **customer**, or any other **residential consumer** who permanently or temporarily resides at the premises, has medically dependent consumer status under clause 49 of these **Consumer Care Obligations**;
 - (b) the **retailer** has received an application (in any form) from the **customer** or any other **residential consumer** who permanently or temporarily resides at the premises for **medically dependent consumer** status, and the **retailer** has not yet decided the application; or
 - (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates that a **medically dependent consumer** may be residing at those premises.

Information about medically dependent consumers

47 Retailers to request and record information about medically dependent consumers

- (1) A **retailer** must request information which the **retailer** reasonably requires to identify whether a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer** when:
 - (a) first signing up a **customer**;
 - (b) contacting a **customer** under clause 16; and
 - (c) communicating with a **customer** who may be experiencing payment difficulties under clause 23.
- (2) A **retailer** may request information under subclause (1) at any other time the **retailer** reasonably considers it appropriate.
- (3) If a **retailer** knows that a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer**, the **retailer** must request the following information:

- (a) the name of that **customer** or **residential consumer**; and
 - (b) for **residential consumers**, their communication information as listed under clause 13.
- (4) Whenever a **retailer** receives the information under this clause, the **retailer** must:
- (a) record such information as is necessary for the **retailer** to perform its obligations under this Part; and
 - (b) only use the information to inform the **retailer's** performance of its obligations under this Part.

Recording and verifying medically dependent consumer status

48 Retailer must request application for medically dependent consumer status

- (1) A **retailer** must, as soon as practicable after it becomes aware of information that a reasonable **retailer** would consider indicates that a **customer** or **residential consumer** who permanently or temporarily resides at a **customer's** premises may be a **medically dependent consumer**, use best endeavours to request that they make an application (in any form) for **medically dependent consumer** status with the **retailer**.
- (2) The **retailer** must advise the **customer** or **residential consumer** under subclause (1) that if the **retailer** does not receive an application (in any form) within a period specified by the **retailer**, which must be least 21 **business days**, the **retailer** may decide to no longer regard that **customer** or **residential consumer** as someone who may be a **medically dependent consumer**.
- (3) Subclause (2) does not apply if the **retailer** records the **customer** or **residential consumer** as a **medically dependent consumer** under clause 49.

49 Recording medically dependent consumer status

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

50 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 advise the applicant that the **retailer** will:
 - (i) record and hold relevant information relating to the application for the purposes described in clauses 46(1)(a) and (b); and

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

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

- (1) If a **retailer** receives an application under clause 50, or otherwise decides to record a **customer** or **residential consumer** as a **medically dependent consumer**, 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**, using the relevant **EIEP** published by the **Authority** under clause 52, of:
 - (i) as applicable, the application, at the time the **retailer** receives the application;
 - (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) any subsequent change in **medically dependent consumer** status; and
 - (b) if the **retailer** is not the **trader** recorded in the **registry** as being responsible for the relevant **ICP**, advise that **trader**, using the relevant **EIEP** published by the **Authority** under clause 52, of the matters in subparagraph (a)(i) to (iii).
- (2) If a **trader** receives advice under subclause (1)(b), the **trader** must record that information and advise the relevant **distributor** as soon as practicable, using the

relevant **EIEP** published by the **Authority** under clause 52, of the matters in subclause (1)(a)(i) to (iii).

- (3) If a **trader** authorises a **metering equipment provider** to undertake any work at a **customer's** premises, it must notify the **metering equipment provider** if the **trader** knows a **medically dependent consumer** may reside at the premises.
- (4) A **retailer** must, if it has not already done so, comply with subclause (1) (with all necessary modifications) in respect of any **medically dependent consumers** as recorded by that **retailer** at the time this clause comes into effect.

52 Authority to publish procedures for sharing information about medically dependent consumers

- (1) The **Authority** must prescribe and **publish** 1 or more **EIEPs** with which a **retailer** must comply when providing information to a **distributor** under clause 51(1)(a) or a **trader** under clause 51(1)(b).
- (2) Before the **Authority** prescribes an **EIEP** under subclause (1), or amends an **EIEP** that it has prescribed under subclause (1), it must consult with the participants that the **Authority** considers are likely to be affected by the **EIEP**.
- (3) The **Authority** need not comply with subclause (2) if it proposes to amend an **EIEP** prescribed under subclause (1) if the **Authority** is satisfied that—
 - (a) the nature of the amendment is technical and non-controversial; or
 - (b) there has been adequate prior consultation so that the **Authority** has considered all relevant views.

53 Retailer's obligations in respect of confirmation of status forms

- (1) Where the **retailer** has received a **confirmation of status form**, the **retailer** must record the following information in respect of that **confirmation of status form** and any subsequent **reconfirmation form** received:
 - (a) when the form was received;
 - (b) the name of the **health practitioner** who completed the form;
 - (c) the date on which the form was completed by the **health practitioner**; and
 - (d) the time period to which the **health practitioner's** confirmation given in the form applies, if any period is specified.
- (2) If a **retailer** does not receive a valid **confirmation of status form** after a period of at least 21 **business days** after making a request under clause 50(1)(d), and is considering declining the application under subclause (4), the **retailer** must advise the applicant that:
 - (a) the applicant must provide a valid **confirmation of status form** as soon as practicable;
 - (b) if the **retailer** does not receive a **confirmation of status form** within a period specified by the **retailer**, which must be least 10 **business days**, the **retailer** may decide to decline the application; and
 - (c) the applicant should, as soon as practicable, contact the **retailer** if they are unable to provide a **confirmation of status form** within the period specified in paragraph (b).
- (3) A **retailer** may request the **confirmation of status form** directly from the **health practitioner** who completed the form, if authorised to do so by the applicant.

- (4) If a **retailer** has advised the applicant of the information specified in subclause (2), and has still not received a valid **confirmation of status form** within the period specified in subclause (2)(b), the **retailer** may, after considering any information provided under subclause (2)(c), decline the application to record the applicant has **medically dependent consumer** status.

54 Further obligations before declining an application

- (1) Before declining an application for **medically dependent consumer** status, other than on grounds that the applicant does not permanently or temporarily reside at a **customer's** premises, a **retailer** must request from the applicant a **confirmation of status form** under clause 50(1)(d).
- (2) Before declining an application for **medically dependent consumer** status on grounds that the **confirmation of status form** is not valid, the **retailer** must take reasonable steps to confirm the validity of the form under clause 50(1)(e).

55 No response to questions

If a **retailer** receives an application for **medically dependent consumer** status but the applicant does not respond to any questions from the **retailer** communicated to the applicant using the applicant's communication information recorded under clause 13 or 47, and does not otherwise communicate with the **retailer** within a period of at least 21 **business days**, the **retailer** may decline the application to record the applicant has **medically dependent consumer** status.

56 Obligations if retailer declines application for medically dependent consumer status

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

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

Reviewing medically dependent consumer status

57 Review of medically dependent consumer status

- (1) A **retailer** may review whether a **customer** or **residential consumer** should continue to be recorded as having **medically dependent consumer** status no more than once in any 12-month period.
- (2) If a **retailer** decides to undertake a review under subclause (1), the **retailer** must contact the **customer** or **residential consumer** to:
 - (a) ask them to advise the **retailer** if:
 - (i) they continue to reside at the premises; and
 - (ii) they still consider themselves a **medically dependent consumer**; and
 - (b) give them an opportunity to provide any further information that they wish to provide regarding whether or not they should continue to be recorded as having **medically dependent consumer** status.
- (3) A **retailer** is not required to comply with subclause (2)(a)(ii) if the **retailer** is satisfied that the **customer** or **residential consumer**'s medical dependency on mains **electricity** is permanent.
- (4) If having made contact under subclause (2), the **retailer** is informed that the **customer** or **residential consumer** continues to reside at the premises and, if applicable, still considers themselves a **medically dependent consumer**, clauses 50 to 55 apply with all necessary modifications.
- (5) If a **retailer** has previously been provided with a **confirmation of status form** or **reconfirmation form** for that **medically dependent consumer**, the **retailer** may, as part of a review under subclause (1) and if it reasonably considers it appropriate in the circumstances, request that a **medically dependent consumer** provide the **retailer** with a **reconfirmation form** and provide the applicant with the **reconfirmation form** prescribed by the **Authority**.
- (6) If a **retailer** requests a **reconfirmation form** under subclause (5), and a valid **reconfirmation form** is provided, the **retailer** must meet the **customer**'s or **residential consumer**'s reasonable costs of obtaining that **reconfirmation form**, unless the earlier **confirmation of status form** or **reconfirmation form** had specified a time period to which the **health practitioner**'s confirmation given in the form applied, and that period has ended.
- (7) Upon completion of any review under subclause (1), the **retailer** must:
 - (a) notify the **customer** or **residential consumer** of the outcome of that review; and
 - (b) if the **retailer** decides that the **customer** or **residential consumer** should no longer be recorded as having **medically dependent consumer** status:
 - (i) inform them of the matters in clauses 56(b) and (c);
 - (ii) provide them with 2 weeks' notice before removing their **medically dependent consumer** status; and
 - (iii) if a complaint is made through the **retailer**'s internal dispute resolution process or to the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act** and the **customer** or **residential consumer** is engaging with that process in good faith, treat them as if they are a **medically dependent consumer** while the dispute is unresolved.

Providing advice in relation to medically dependent consumers

58 Advice regarding individual emergency response plans

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

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

Medically dependent consumers and prepayment services

59 Prepay product offerings for medically dependent consumer

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

Retailers' arrangements with distributors and metering equipment providers

60 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 51, 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) 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**.

61 Coordinating planned service interruption or electrical disconnection with other retailers

Where a **retailer** has **customers** at an **ICP** for which it is not the responsible **trader** as recorded in the **registry**, the **retailer** and the **trader** for that **ICP** must use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and **electrical disconnections** that will affect any person who is the subject of a notification under clause 51.

When a residential consumer nominates an alternate contact person

62 Retailers to contact alternate contact person

If a **residential consumer** nominates an **alternate contact person** under clause 47(3)(b), the **retailer** may contact that **alternate contact person** if the **retailer** is unable to contact the **residential consumer**.

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

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

- (1) A **retailer** may no longer regard a **customer** or **residential consumer** as someone who may be a **medically dependent consumer** in any of the following circumstances:
 - (a) where the **customer** or **residential consumer** requests that they no longer be regarded as a **medically dependent consumer**;
 - (b) where the **customer** or **residential consumer** no longer receives **electricity** from the **retailer**;
 - (c) where a **retailer** has complied with clause 48, and has not received an application (in any form) for **medically dependent consumer** status within at least 21 **business days** of attempts to contact that **customer** or **residential consumer**; and
 - (d) where the **retailer** has validly declined an application for **medically dependent consumer** status under this Part of the **Consumer Care Obligations**.
- (2) If a **retailer** no longer regards a **customer** or **residential consumer** as someone who may be **medically dependent consumer** in the circumstances listed in subclause (1)(a), (b) or (c), the **retailer** must:
 - (a) notify the **customer** and/or **residential consumer** as soon as practicable of the **retailer's** decision; and
 - (b) inform them of the matters in clauses 56(b) and (c).

Part 9
Fees and bonds

64 Purpose of this Part

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

65 Requirement to disclose information on fees, conditional discounts and bonds

Each **retailer** must clearly disclose:

- (a) information on all **fees, conditional discounts** and **bonds** that may be available to or payable by **customers**; and
- (b) if applicable, the method or calculation and the maximum limit of that **fee** under clause 67.

Fees

66 Retailers to make customers aware of fee amounts

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

67 Fees to have maximum limit

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

68 Fees must be reasonable

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

Conditional Discounts

69 Retailers to make customers aware of conditional discounts

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

70 Conditional discounts must be reasonable

Any **conditional discount** offered by a **retailer** to a **customer** must reflect a reasonable estimate of the costs incurred, or likely to be incurred, by the **retailer** as a result of a **customer** not meeting the **payment conditions**.

Bonds

71 Retailer's obligations regarding bonds

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

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

Explanatory Note

This note is not part of the amendment, but is intended to indicate its general effect.

This amendment to the Electricity Industry Participation Code 2010 (“Code”) comes into force on 1 January 2025.

The amendment introduces a new Part 11A: Consumer Care into the Code, which mandates many of the recommendations in the Authority’s existing Consumer Care Guidelines (with some changes to resolve clarity, workability and enforceability issues). It imposes a set of minimum standards on retailers (along with some requirements on distributors and traders) when dealing with residential consumers.

More information about the amendment is available on the Electricity Authority’s website: www.ea.govt.nz/projects/all/consumer-care-guidelines
