

Review of domestic contacting arrangements

Summary of submissions

17 July 2013

1 Introduction

- 1.1.1 The Electricity Authority (Authority) requested the Retail Advisory Group (RAG) to review the operational effectiveness of the domestic contracting arrangements, including an assessment of:
- a) whether to develop minimum terms and conditions for the relationship between consumers and distributors (where the distributor has a direct relationship) and retailers (referred to as conveyance model arrangements)
 - b) whether to more closely monitor retailers' behaviours by monitoring their compliance with their domestic contracts, for example, by collecting and reporting consumer complaints data
 - c) the potential to improve the operational efficiency of the arrangements to assist medically dependent and vulnerable consumers.
- 1.1.2 On 16 April 2013 the RAG published a discussion paper seeking feedback on issues relevant to each limb of this project, in order to clearly understand any problems relating to the operational effectiveness of the domestic contracting arrangements (discussion paper).¹
- 1.1.3 This paper provides a summary of the views and points raised in submissions. The RAG received 13 submissions on the discussion paper, as detailed in Table 1.

Table 1 Submissions on RAG discussion paper – Review of domestic contracting arrangements

Retailers/Generators	Networks	Consumers
Contact Energy	MainPower	Domestic Energy Users' Network (DEUN)
Genesis Energy	Orion	Dunedin Community Law Centre
Meridian Energy	Vector	Noel Bates
Mighty River Power		
Nova Energy		
Powershop		
TrustPower		

2 Summary of feedback in submissions

- 2.1.1 This paper provides a summary of the key comments and themes in submissions. Each of these key comments are addressed in separate sections below:
- a) minimum terms and conditions for conveyance model arrangements
 - b) monitoring retailer's compliance with their domestic contracts
 - c) arrangements to assist medically dependent and vulnerable consumers.

¹ The discussion paper is available at <http://www.ea.govt.nz/our-work/consultations/advisory-group/domestic-contracting-arrangements/>.

3 Minimum terms and conditions for conveyance model arrangements

3.1 Is there a problem to be addressed?

3.1.1 Eight submitters considered the Authority should develop minimum terms and conditions for conveyance model arrangements:

- a) Contact
- b) DEUN
- c) Dunedin Community Law Centre
- d) Genesis
- e) MRP
- f) Noel Bates
- g) Nova
- h) TrustPower.

3.1.2 Noel Bates and TrustPower agreed with the issues identified in the discussion paper. TrustPower noted that issues can also occur as a result of the consumer being billed by both the retailer (for energy purchases) and the distributor (for lines services). For example, managing disconnections and subsequent reconnections for credit purposes can be difficult when the retailer invoice has been paid but the distributor account is still in arrears.

3.1.3 TrustPower noted that developing minimum terms and conditions provide a good starting point for clarifying the responsibilities of each party and that it is reasonable for consumers that are a direct customer of a distributor to expect the same level of minimum terms and conditions as consumers under interposed arrangements.

3.1.4 Genesis considered a lack of minimum terms and conditions for conveyance arrangements causes some degree of inconsistency for consumers in the level of service that consumers may experience between distribution areas.

3.1.5 Noel Bates and Nova considered the monopoly position of distributors means regulation is necessary, and that developing minimum terms and conditions would be an effective way to do this. Nova noted that distributors have a 'take it or leave it' position, whether they wish to exercise that power or not.

3.1.6 Contact submitted it would be relatively simple exercise to amend the interposed minimum terms and conditions for conveyance model arrangements. Nova noted that doing so wouldn't limit the scope for distributors to offer more generous or innovative terms and conditions if they wished.

3.1.7 Five submitters did not consider the Authority should develop minimum terms and conditions for conveyance model arrangements:

- a) MainPower
- b) Meridian
- c) Orion
- d) Powershop
- e) Vector.

- 3.1.8 These submitters considered there is no problem to solve as there is no obvious trend in complaints in respect of companies operating under conveyance arrangements.
- 3.1.9 Meridian noted that, other than adhoc matters, issues are confined to meeting extensive reporting requirements conveyance agreements create for retailers. Powershop suggested that, in practice, issues around the boundaries of services are dealt with by referrals between retailers and distributors, as is provided under the EGCC's code of complaint handling.
- 3.1.10 Orion submitted there is no evidence that the potential issues discussed in the discussion paper are material actual issues.
- 3.1.11 Meridian submitted that this work cannot be justified due to the limited scale of possible gains affecting a modest proportion of consumers and the costs involved.
- 3.1.12 Orion and Vector suggested that, as Vector is moving away from a conveyance arrangement for its Auckland consumers, the proportion of consumers affected by distributors operating under conveyance arrangements will reduce further (from 20% to 2.9%).
- 3.1.13 Mainpower submitted there is little scope for consumers to negotiate the terms and conditions of distribution agreements because:
- a) many of the provisions of the agreement are driven by technical requirements
 - b) distributors are constrained by their obligations to the Commerce Commission and the Electricity Authority
 - c) distributors are under pressure from retailers to maintain a relatively simple tariff structure and therefore their ability to negotiate a variety of arrangements is limited.
- 3.1.14 MainPower submitted that, for some distributors, their consumers are also their shareholders and this provides additional protection for consumers. MainPower also noted there are significant differences between the three distributors currently using conveyance agreements in both their structures and contracting arrangements.

3.2 Benefits

- 3.2.1 The key benefits, identified by submitters, of developing minimum terms and conditions for conveyance model arrangements were:
- a) they would provide guidance as to what could reasonably be expected and when a complaint (say to EGCC) might be justified (DEUN)
 - b) there would be greater clarity about which services are provided by retailers or by distributors under conveyance arrangements (Dunedin Community Law Centre, MRP, Meridian, TrustPower)
 - c) they would better enable comparisons between the level of service provided by distributors under conveyance and interposed arrangements, for example, timeframes for reconnections (Genesis)
 - d) there would be fewer complaints (Meridian)
 - e) there would be a defined disputes resolution avenue (MRP)
 - f) they would provide contractual certainty for service delivery (MRP, Meridian)
 - g) they would promote standardisation and consistency across the industry (MRP, Genesis)

- h) there would be improved transparency for consumers (Genesis, DEUN)
- i) they would provide an incentive for distributors to engage with consumers in trying to control costs (DEUN).

3.2.2 Powershop submitted that, in its view, the benefits would likely be minimal.

3.3 Costs

3.3.1 The key costs, identified by submitters, of developing minimum terms and conditions for conveyance model arrangements were transaction and compliance costs associated with changing standard terms and conditions (Genesis, MainPower, Meridian).

3.3.2 Several submitters suggested the costs would likely be minimal (MRP, Orion, Powershop), with MRP noting that this was provided the resulting minimum terms and conditions don't require operational changes to existing customer relationships. Orion considered the costs could still well exceed the benefits.

3.3.3 Meridian submitted the greatest cost was that the work would displace higher priority projects on the Authority's work programme.

3.3.4 Noel Bates noted he didn't know what the costs would be, but considered that they are a necessary cost.

3.4 Alternatives

3.4.1 Some submitters suggested the following alternatives to developing minimum terms and conditions for conveyance arrangements:

- a) MainPower submitted that any uncertainty about the relationship between retailers and distributors in the minds of consumers can be best addressed through information and education rather than a standard set of terms and conditions
- b) Meridian submitted that to reduce costs, the Authority could develop minimum terms and conditions to cover only those aspects of the agreement dealing with the consumer's relationship with the distributor, with the retailer-distributor aspects excluded from consideration
- c) Vector suggested the Authority should consider pursuing more targeted avenues for addressing the underlying causes of the deadlocked complaints, as these don't appear to be a conveyance issue, given that they aren't shared between all three distributors.

3.5 Consumer Law Reform Bill

3.5.1 Some submitters provided feedback on issues relating to the Consumer Law Reform Bill and the potential changes to the Consumer Guarantees Act.

3.5.2 MainPower noted that, if the Consumer Guarantees Act is amended to include provisions relating to unfair contract terms, distribution companies would review their existing terms and conditions against these amended provisions. MainPower submitted that it is not necessary for the Authority to impose a minimum set of terms and conditions for conveyance arrangements simply because of these legislation changes.

3.5.3 Noel Bates considered that developing minimum terms and conditions for all retailers and distributors will reduce the risk of consumers challenging them for unfair contract terms and will improve efficiency.

- 3.5.4 MRP submitted that Consumer Guarantees Act claims made by consumers in regards to distributor issues need to be covered in minimum terms and conditions for conveyance arrangements.
- 3.5.5 Meridian and Powershop suggested that reviewing the minimum terms and conditions for interposed arrangements to address new prohibitions and guidelines on unfair contract terms is of critical importance and urgency. Meridian and Powershop further noted that this work should consider the implications for the Memorandum of Understanding between the Authority and the Commerce Commission.

3.6 Other issues

- 3.6.1 In addition to the issues discussed above, the following points were noted by submitters:
- a) The diagram in the discussion paper showing the conveyance electricity delivery model for those distributors who directly bill their consumers (Figure 2) doesn't accurately reflect relationships for those distributors who don't directly bill their consumers (Genesis)
 - b) MainPower submitted that the RAG has failed to examine the issue of the relationship between consumers and distributors in the context of the wider industry. Developments such as NZS7901 Electricity and Gas Industries – Safety Management System for Public Safety will require greater interaction between distributors and consumers. MainPower considered that this interaction will inevitably result in greater understanding of the role of electricity distributors
 - c) Noel Bates submitted that distributors should not be permitted to charge a daily fixed charge per ICP as this discriminates against customers who have more than one connection to the network.

4 Monitoring retailers' compliance with their domestic contracts

4.1 Is there a problem to be addressed?

- 4.1.1 Two submitters, DEUN and Noel Bates, considered the Authority should monitor retailers' compliance with their domestic contracts.
- 4.1.2 DEUN submitted that the EGCC deals with complaints on an ad-hoc basis but the Authority has the advantage of a wider perspective and can make an assessment of what is going on in the industry as a whole (both with compliance and non-compliance) by collating information from a variety of sources.
- 4.1.3 Noel Bates considered, based on his experience with pursuing industry complaints, there are issues around fairness and compliance with laws in the electricity industry, and that monitoring compliance is a necessity.
- 4.1.4 Eight submitters considered the Authority should not monitor retailers' compliance with their domestic contracts:
- a) Contact
 - b) Genesis
 - c) Meridian
 - d) MRP

- e) Nova
- f) Orion
- g) Powershop
- h) TrustPower.

- 4.1.5 Several submitters considered there is no evidence that there is a problem to be addressed (Meridian, Nova, Genesis, Orion, Powershop).
- 4.1.6 Contact submitted that it is unnecessary for the Authority to do this work and it is a sign of regulatory creep.
- 4.1.7 Orion considered consumers' contractual issues with their retailers would have to be at a materially worse level than that experienced in other comparable markets (for example banking, insurance, telecommunications) before further intervention such as this should be contemplated.
- 4.1.8 Powershop suggested that monitoring compliance with terms and conditions is fundamentally missing the point when it comes to quality of service or fostering good customer outcomes and engagement. Powershop noted it has consistently topped customer satisfaction ratings for electricity suppliers since it was launched in 2009 (Consumer NZ, Canstar) and attributes none of this satisfaction to compliance with its terms and conditions. Rather, in Powershop's view, customer satisfaction and perceptions of a quality service stem from a large range of factors ranging from the call centre representatives to the customer proposition.

4.2 Benefits

- 4.2.1 Few benefits were identified by submitters.
- 4.2.2 MRP submitted that the Authority's monitoring of retailers' compliance with their domestic contracts would not provide any new and valuable decision making information to consumers.
- 4.2.3 TrustPower considered little benefit would arise, as retailers operate in a highly competitive market. TrustPower suggested that a natural by-product of this competitive tension is that customers will switch if they believe that their retailer is not operating in accordance with the terms and conditions to which they have signed up. TrustPower also noted there is no competitive benefit in situations in which the distributor and consumer have a direct relationship and that, as the distributor is a monopoly, the consumer has no choice in which party they are contracted with.

4.3 Costs

- 4.3.1 DEUN and Genesis submitted the Authority would incur transaction costs from collecting and reporting the data. DEUN suggested relatively modest costs would arise from reviewing a summary of complaints received by the EGCC, combined with other data such as consumer satisfaction surveys. Additional costs would arise if the Authority undertook its own data collection, or commissioned retailers to do this.
- 4.3.2 Meridian noted there would potentially be substantial reporting obligations and costs for retailers. Orion, Powershop and TrustPower also submitted that the costs could be significant.
- 4.3.3 Nova considered any additional compliance costs on retailers to provide the Authority with additional information would advantage the large incumbent retailers through their economies of scale.

- 4.3.4 Noel Bates noted he didn't know what the costs would be, but considered that they are a necessary cost.
- 4.3.5 Powershop suggested that, unless the Authority is prepared to engage with all customers of a retailer (as opposed to just those who complain, for example) then it is unlikely to get a balanced view of whether a retailer is complying with its contract. This would be difficult, time-consuming and expensive.
- 4.3.6 Powershop further noted that, even if the Authority engaged with only those customers who complained, in order to obtain a balanced view the Authority would need to investigate all complaints to determine whether the complaints were valid, were contributed to by the customer, or whether they involved a breach of the contracts at all (for example, metering issues could generate a complaint but the retailer may have fully complied with their terms and conditions). This would largely repeat the work of the EGCC and thus add further unnecessary costs to the electricity industry.

4.4 Who is best placed to undertake this role

- 4.4.1 Noel Bates considered the Authority is best placed to undertake this role. He did not consider that the EGCC had been particularly effective in dealing with issues raised by consumers.
- 4.4.2 Several submitters considered the EGCC already collecting data and reporting on complaints, and there is no need for the Authority to replicate this work (Contact, Genesis, MRP, Nova, Powershop)
- 4.4.3 Contact considered that organisations other than the Authority are more qualified to measure customer satisfaction and service levels of retailers. Genesis submitted that making a subjective assessment of service quality is not the proper role of a regulator in a competitive market.
- 4.4.4 DEUN suggested the Authority may not be the best party here, but that possibly Consumer New Zealand, other consumer groups or the EGCC could undertake this function. DEUN considered the Authority may have a role to provide information in extreme circumstances such as the financial insolvency of a retailer.
- 4.4.5 Genesis considered that any grading of retailers service quality by the Authority is unnecessary and would be a potentially distortionary intervention in the retail market.
- 4.4.6 MRP considered an independent party who is qualified to conduct service quality surveys is the best party to provide this service.

4.5 Alternatives

- 4.5.1 Several submitters suggested alternative parties who are in a better position than the Authority to undertake this monitoring function.
- 4.5.2 MRP, Meridian, Powershop, Orion and TrustPower noted that information on customer satisfaction (a useful proxy for service quality) is already available to consumers from organisations such as Consumer NZ, EGCC, Roy Morgan and Canstar. Orion and Powershop considered that customer perceptions of overall service quality to be a better comparator than contractual compliance.
- 4.5.3 Genesis considered the Authority can rely upon its broad market investigation powers to review specific instances of retailer concern that are brought to its attention through mechanisms such as through public scrutiny of retailers by consumer interest groups and media. Orion considered

that surveys, such as that undertaken by Consumer NZ, should pick up widespread dissatisfaction which can be brought to the attention of the Authority.

- 4.5.4 MRP suggested market research organisations experienced in full service quality assessment could be commissioned to establish a standing survey (most retailers use such organisations to “mystery shop” their own service points).
- 4.5.5 Nova also noted there are a wide range of reviews freely available on the internet for all types of products and services. Nova submitted that if there is a demand for reviews, then a service is created to meet that demand. Nova suggested retailers can use their own surveys and feedback to differentiate their offering.
- 4.5.6 MRP submitted that existing industry requirements include annual audits of consumer contract compliance. Outcomes of these audits are published on the Electricity Authority website and are available to all consumers.
- 4.5.7 TrustPower suggested the Authority should focus more attention on retailers’ compliance with the model terms and conditions and, in particular, disseminate more widely the results of their assessment. TrustPower considered this would allow consumers to make a more informed and confident choice of supplier and that, over time, this will encourage greater alignment with those terms and conditions, to the benefit of consumers.
- 4.5.8 Genesis was also of the view that, in a competitive market such as retail electricity, consumer choice should be relied upon to encourage the appropriate level of service for consumers. Genesis provided the example of a retailer choosing a “no-frills” approach to electricity retailing that sacrifices service level for lower cost. The consumer would be able to choose whether the offered level of service is an acceptable trade off.
- 4.5.9 Meridian indicated its preference for information on service quality indicators to be provided by broadening online tools like the ‘What’s my number’ site to capture this type of information.

4.6 Other issues

- 4.6.1 DEUN raised concerns that the process outlined on the Power Switch site does not appear to be rigorously followed regarding the time taken for a consumer to receive a formal contract after switching retailers.
- 4.6.2 Meridian suggested the Authority consider establishing an MOU with the EGCC for monitoring retailers’ compliance with their domestic contracts. Nova also considered the Authority should work closely with the EGCC and be prepared to address any systemic issues that might be occurring, including funding legal services if there is a situation that warrants interpretation or clarification of legal rights.

5 Arrangements to assist medically dependent and vulnerable consumers

5.1 Is there a problem to be addressed?

- 5.1.1 Submitters generally considered the arrangements to assist medically dependent and vulnerable consumers are working, but there are some issues to be addressed. Contact, DEUN and Genesis supported a more comprehensive review, while Meridian, MRP and Powershop preferred a review focussing on problematic issues only.

- 5.1.2 Nova considered the review should work from the basis of achieving the best long term outcome for all consumers, including those that are cross subsidising the consumers that do not pay their accounts.
- 5.1.3 TrustPower did not consider the guidelines required a full review at this time, but that specific issues, such as clarifying the role that social agencies play, should be addressed.
- 5.1.4 Genesis questioned whether the vulnerable consumer guidelines are necessary, as it provides the same level of service to all its consumers, regardless of whether the guidelines are applicable.

5.2 Benefits

- 5.2.1 The potential benefits of a review suggested by submitters included:
 - a) lower costs to the industry (Nova, Meridian, MRP, Orion, Powershop)
 - b) improved outcomes for medically dependent and vulnerable consumers (Nova)
 - c) more transparent treatment of vulnerable consumers in terms of appropriate interventions (income support versus retailer credit forgiveness), inappropriateness of pre-payment for vulnerable and medically dependent consumers (Orion).

5.3 Costs

- 5.3.1 Meridian noted that the costs of a review will be modest if the existing guideline approach is retained. Orion submitted that a large number of organisations have an interest in this area and that earlier consultations were quite time consuming and resource hungry. TrustPower submitted that the potential costs of a review could be significant, if a modified set of guidelines required processes within its system to be rebuilt, or revalidation of medically dependent and vulnerable consumer data.

5.4 Issues

- 5.4.1 Submitters raised a number of issues to be addressed through the RAG's review of the arrangements to assist medically dependent and vulnerable consumers. These are set out below.

Variety in how the guidelines are applied – definitions open to interpretation

- 5.4.2 Contact submitted there is a large degree of judgement by retailers in applying the guidelines leading to a wide variety of approaches. Contact claimed this inconsistency has the potential to lead to severe risks for the industry, both in terms of reputation and risk management.
- 5.4.3 Dunedin Community Law Centre suggested the definition of vulnerable consumer should take account of the link between geographic location, competition, and vulnerability, and should recognise that elderly or low income consumers in rural areas are particularly vulnerable to high electricity prices due to a lack of competition.

Identification of medically dependent consumers should be done by health boards to ensure consistency with prioritising ICPs in an emergency

- 5.4.4 MainPower, Genesis and Nova noted there are difficulties with retailers and distributors identifying medically dependent consumers. These submitters considered distributors and retailers not equipped to evaluate the extent of a customer's dependency on electricity.

- 5.4.5 MainPower noted that, in North Canterbury, the Canterbury District Health Board advises the distributor which consumers are on dialysis but other dependencies not covered. MainPower suggested there would be benefits in appointing a single body to ensure consistency and correct prioritisation of ICPs in an emergency.
- 5.4.6 Genesis submitted there is no incentive on the health sector to actively manage and appropriately identify medically dependent Consumers because the financial risk falls on retailers. Genesis considered the health sector is incentivised to actively shift health costs to home-based care.

Medically dependent consumers need to be able to cope with interruption to supply from any cause, not just disconnection for non-payment

- 5.4.7 Orion submitted that medically dependent consumers must be able to deal with supply interruptions from whatever cause, not just disconnection due to non-payment. Orion considered that the guidelines have a role in improving co-ordination around outages and disconnections.
- 5.4.8 Orion further suggested the overall risk of adverse consequences of medically dependent consumer disconnection may need to be revisited. Orion considered the process may work much better now - in particular, the information provided to medically dependent consumers by health providers - and no medically dependent consumer is under the misapprehension that supply will be continuous and they have therefore either:
- a) made arrangements to deal with supply interruption, from whatever source, or
 - b) not been released into the community in a condition where they are in fact medically dependent on supply.
- 5.4.9 To support this suggestion, Orion referred to the Christchurch earthquakes, whereby a significant proportion of medically dependent consumers would have been without power for extended periods – some for up to several days. Orion was not aware of any cases where medically dependent consumers were not able to make alternative arrangements and suffered harm as a result. This was in the context of emergency services and other options (staying with neighbours) being much less available than normal.

Minority of consumers claim they are medically dependent and then don't pay their bills

- 5.4.10 Nova, Powershop and TrustPower submitted there is a minority group of consumers prepared to use dishonest means to claim medical dependency and then not pay their electricity bills.

Communication issues

- 5.4.11 Several submitters considered there is a need to address communication issues. For example:
- a) it is unclear whether medically dependent status can be removed if the customer does not respond to reasonable attempts at communication (Orion) or refuses to verify their status (Powershop, Meridian)
 - b) NZ Post has indicated it may reduce the frequency of physical mail delivery which may delay the receipt of notifications by consumers (Orion)

- c) it is unclear whether a retailer or distributor is able to share information identifying a consumer as medically dependent with other agencies such as district councils or Civil Defence in the event of a local civil defence emergency (Genesis).

5.4.12 Submitters' suggestions to improve communications included:

- a) holding information on medically dependent consumer status on the registry (Genesis, MRP). Orion did not consider this was appropriate because medically dependent consumer status is a customer attribute, not an ICP attribute
- b) allowing electronic communications if the customer agrees (MRP). Having a counter view were Meridian and Powershop who suggested that electronic communications may not reach the customer and the retailer would not be able to verify whether a notice had been received. Meridian and Powershop submitted that consumers who are in debt are often behind on other bills such as their internet supplier.

Remote connection/disconnection

- 5.4.13 Submitters had differing views on remote connection/disconnection for medically dependent and vulnerable consumers.
- 5.4.14 Genesis and MRP considered the medically dependent consumer guidelines should enable the full range of benefits from advanced meters by allowing remote connection and disconnection.
- 5.4.15 Powershop submitted that remote disconnections should not be allowed for medically dependent and vulnerable consumers because site visits are important in triggering consumers to face up to their issues.
- 5.4.16 Orion queried whether safety issues with remote reconnection had been resolved.

Prepay issues

- 5.4.17 DEUN submitted that medically dependent and vulnerable consumers are not easily able to switch to new retailers, especially those without prepay. DEUN further noted that those on prepay can't access prompt payment discounts and are often on a higher rate so are paying more, even if they have a good credit history.
- 5.4.18 TrustPower and Orion suggested that requiring a prepay option for medically dependent or vulnerable consumers is irresponsible as it increases the risk of supply interruptions and hides the level of ability-to-pay related disconnections.
- 5.4.19 Meridian and MRP noted that some retailers have made a commercial decision not to offer pre-pay meters, and suggested the guidelines should not require retailers to offer this service.
- 5.4.20 Orion noted there are now a number of pre-payment options, so the guidelines should not only refer to pre-pay meters.

Costs/risks to electricity industry

- 5.4.21 Some submitters considered the current arrangements created significant costs and risks for the electricity industry.

- 5.4.22 Submitters were concerned about the extra costs of servicing medically dependent and vulnerable consumers, which arise both from increased level of service and the financial risk of non-payment. DEUN noted these costs were spread across the industry as a whole, while Genesis considered these costs fall disproportionately on retailers.
- 5.4.23 TrustPower submitted that the arrangements require retailers to provide electricity free of charge to medically dependent consumers who don't pay their bills.
- 5.4.24 Contact considered the costs are potentially significant, both in terms of effect on reputation and in managing risks.
- 5.4.25 Nova suggested the arrangements are expensive and create incentives for retailers to avoid supplying medically dependent and vulnerable consumers.

Primary responsibility regarding medically dependent and vulnerable consumers' ability to pay for electricity rests with social agencies, not with retailers

- 5.4.26 Several submitters considered the primary responsibility regarding medically dependent and vulnerable consumers' ability to pay for electricity rests with social agencies, not with retailers (Orion, Powershop, TrustPower, Nova).
- 5.4.27 DEUN submitted there is a need for better co-ordination with social agencies to cover the costs of non-payment and ensure medically dependent and vulnerable consumers are not disconnected for non-payment.
- 5.4.28 Contact suggested an alternative would be a government agency taking over the administration of accounts for medically dependent and vulnerable consumers to ensure supply.
- 5.4.29 Meridian and Powershop suggested payment assistance could be provided by welfare benefit payment re-direction or concession arrangements, similar to those made available by state Governments in Australia to eligible low income citizens.

Alignment with gas

- 5.4.30 Genesis suggested the guidelines should align with similar guidelines for other essential services and the gas sector. Orion supported clarification around the circumstances when vulnerable consumers do not pay in dual-fuel situations.
- 5.4.31 MRP noted the level of bond allowed is not sufficient for dual-fuel customers, particularly in high consumption months. Orion noted the level of bond has not changed in many years, so in real terms has material reduced.