



**TCF Submission on the  
Commerce Commission's  
Draft 111 Contact Code and  
Draft Decisions and Reasons Paper  
July 2020**

## Introduction

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This submission is prepared by the NZ Telecommunications Forum (TCF) and is provided to the Commerce Commission (Commission) in response to its draft 111 Contact Code (the Code) and Decisions and Reasons Paper (the Reasons Paper). The submission represents the views of the TCF Vulnerable End User Working Party (the Working Party). The following TCF members were part of the Working Party; 2degrees, Chorus, Enable Networks, Spark, Trustpower, Ultrafast Fibre, Vocus and Vodafone.

The Commission is required to develop and publish a 111 Contact Code (the Code). The Code is for the “*purpose of ensuring that vulnerable consumers, or persons on their behalf, have reasonable access to an appropriate means to contact the 111 emergency services in the event of a power failure*”<sup>1</sup>.

The Code is intended to support a cohort of consumers who, due to their particular circumstances, are at particular risk of requiring the 111 emergency services. This submission sets out how those particular circumstances should be defined as and consequently how the Code will then be applied.

The draft Code takes a reasonably static view of telecommunications markets and deals with the situation where an identified consumer is changing access technology. With the roll-out of UFB nearing completion, the industry is seeing more consumers switching provider, rather than changing to a different access technology (or both). Switching introduces another layer of complexity for the industry, and potentially significant inefficiency and cost.

The submission has been structured consistent with the order of the sections in the draft Code. Where any member of the Working Party has a nuanced or opposing view to the consensus, that view is noted in the body of the submission.

The TCF’s view remains that any new Code should align to business as usual (BAU) processes as much as possible; this is true also for the supporting disputes scheme. This approach is particularly important where BAU processes are already in place across the industry.

It should also be noted that the position of the TCF may alter, depending on the Commission’s final decisions. To this extent, the TCF encourages a workshop with stakeholders before it approves and publishes the Code.

The TCF would welcome an opportunity to explain its position on the issues listed in the submission. The TCF would encourage a workshop with the industry prior to the Commission issuing a final Code to ensure all relevant issues are well canvassed.

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<sup>1</sup> Ss. 238(1) Telecommunications Act 2001

## 1. SECTION A: Commencement Date

- 1.1. The Commission has proposed that it will publish the Code on 21 September 2020. It is not clear whether the Commission intends for one date the Code is published and the date the Code comes into force, or two dates similar to the approach taken for the Copper Withdrawal Code (CWC).
- 1.2. The question about whether there is a gap between the date of publication, and the date on which it comes into force, and if so, how long that gap should be, is an important consideration. There are several factors the TCF considered.
- 1.3. First, the date the Code comes into force impacts on the implementation of the CWC. Chorus supports the Code coming into force at the earliest opportunity, both to recognise the time that has passed since Parliament passed the Telecommunications (New Regulatory Framework) Amendment Act 2018, and to reduce further delay to the CWC coming into force. However, Chorus understands the need for a period of time after the Code is published for Providers to make changes to their systems and develop logistical arrangements. If an implementation period were permitted, Chorus considers that an appropriate period of time is six months which aligns to the minimum notice period in the CWC.
- 1.4. On the other hand, the Code represents a substantial change for Providers, while the industry is navigating through the most difficult economic environment of a generation. Providers must have a finalised and published Code in order to confidently prepare to implement, and comply with, the Code's requirements. Taking into consideration the implementation issues, set out below, Providers recommend that a twelve-month period is an appropriate period of time to be able to meet the Code requirements. Providers stress that this time is necessary to make the necessary system changes and prepare logistical arrangements to meet the requirements of the Code. For example, the Code requires Providers to make available the application process for consumers one month of the Code coming into force (cl. 12.1.3).
- 1.5. Considering the positions of Chorus and the Providers, the TCF proposes a compromise between the two parties that would achieve the outcomes each require. The TCF recommends that the Commission sets out three phases:
  1. Publication date
  2. Commencement date, when the Code comes into force
  3. Date that compliance must be achieved.
- 1.6. Under this option steps 1 & 2 could be either the same or close i.e. one to two months apart, with an extended date for step 3. This would allow the CWC to proceed and provide Providers with the twelve-month compliance period, however Chorus would prefer a shorter compliance period. As an example, the TCF code compliance framework allows for this type of process to ensure parties are able to implement complex Codes that require significant changes. An incremental approach will enable Providers to work toward compliance after the Code comes into force and not impede the ability of Chorus to use the CWC.

### *Implementation*

- 1.7. The size of the implementation task for this Code cannot be under-estimated and should be taken into consideration by the Commission. The TCF encourages the Commission to discuss further with the industry, some of the key implementation issues are covered in this submission. At a high level the key factors for consideration are:
  - Communication requirements to vulnerable consumers
  - Reporting requirements
  - Product development and testing, including consideration of developing a consistent and industry-wide solution.
  - Consumer testing and trials
  - Supply chain agreements, particularly in an era of post-Covid 19 economic effects
  - Wholesale agreements for non-mobile Providers to gain access to mobile devices and support

- Commercial arrangements between Providers and Network Operators
- Systems development for registering and tracking vulnerable customers
- Resolving responsibilities relating to consumers switching between Providers.

## 2. SECTION B: Application

- 2.1. Paragraph 76 in the Commission’s draft decisions paper states that the scope applies to “all retail landline services irrespective of whether they are supplied to retail and business consumers”. The TCF supports that the Code applies to retail landline services however this application should only be in relation to the vulnerable consumer’s residential retail landline service. If a vulnerable consumer resides within a place of business, using the Commission’s example, above a dairy and they do not consume a residential landline service then the business should be responsible for the vulnerable consumer being able to access 111 emergency service.
- 2.2. The TCF reasoning is based on two factors. First, there is a concern that consumers may use this criteria to obtain [access to means] under the Code for who are not the intended target cohort of consumers. Secondly, the process Providers would have to communicate the Code and make available a process for registration to businesses would be an unusual practice, particularly for large companies. Businesses must already have in place particular health and safety requirements for their employees to ensure these safeguards. The result could be that Providers would be required to provide more than one solution which the TCF does not deem as reasonable.

## 3. SECTION D: Defined Terms

*Definition of “particular risk”:*

- 3.1. One of the key requirements underpinning the scope of the Code is the interpretation of ‘particular risk’. The definition of vulnerable consumer is defined by two criteria; ‘at a particular risk’ and ‘does not have a means for contacting 111 emergency services’ (cl.9).
- 3.2. The TCF recommends that “particular risk” should be a defined term. This will provide better guidance to a consumer, persons of standing, and Providers when determining whether or not a consumer’s circumstance places them at particular risk of requiring the 111-emergency service and therefore eligible to be supplied with an appropriate means under the Code.
- 3.3. Any person may need to call 111 emergency services during a power failure at their premises. However, the Act clearly restricts the scope of the Code to those people whose circumstances heighten the risk of requiring 111 emergency calling, and their only means of doing that during a power outage is a centrally powered copper landline service. The Act<sup>2</sup> specifically includes the term “particular risk” in the definition of “vulnerable consumer”. The policy intent of ‘particular risk’ does not lend itself to the Commission’s wider interpretation but rather, is more specific. During Parliamentary discussions specific groups of consumers were mentioned such as those with medical conditions, security / safety concerns, mental or health issues. Beyond these perimeters there is ambiguity.
- 3.4. As part of the application process the Code requires that a person of standing must declare that a consumer is at particular risk. To provide guidance to that person of standing the Code must have a definition to test the criteria. Without a defined term, application of the Code risks going beyond what is considered reasonable for Providers or becomes a diluted application and may not meet the needs of those it is intended to assist.
- 3.5. The TCF recommends the following definition:

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<sup>2</sup> Section 238(5) of the Act.

*“particular risk” refers to one or more of the below criteria for which a consumer may be considered a vulnerable consumer at greater risk of needing to call 111 than the general public:*

- *a medical conditions (e.g. physical, mental health, disability); or*
- *Safety and/or security concerns (e.g. protection orders).*

- 3.6. The person of standing, who is to ‘in their opinion’ declare the consumer of particular risk, should be only those members of the community who have the authority to provide that declaration under the definition above. We discuss the definition of ‘persons of standing’ in the next section.
- 3.7. The vulnerable consumer’s premises (such as being extended to include farmland) is not the test for ‘particular risk’ but rather, is considered when the vulnerable consumer declares they do not have a means for contacting 111 emergency services in the event of a power failure. If a consumer exercises their rights under the Code and applies to their Provider as a vulnerable consumer the RSP is obligated to provide an appropriate means for their situation and will consider certain factors like availability of mobile coverage at the premises.
- 3.8. Finally, the scenarios provided in Part B of the application form to illustrate situations where a person may be considered ‘at particular risk’, are too ambiguous, and some go beyond the scope of the Act. Because the scenarios do not provide a clear set of requirements for a person of standing to be able to declare that the consumer should be considered a vulnerable consumer, the TCF recommends these scenarios are removed from the application form and that the above definition is referenced instead.

*Definition of “person of standing” in the community:*

- 3.9. The Act requires that vulnerable consumers demonstrate that they are at particular risk of requiring 111 emergency services. The industry agrees that it is not best placed to determine whether a person is at particular risk, and there is value in the Commission’s approach or allowing persons of standing to assist with that process. However, the persons of standing must be in a position to determine that the consumer is a vulnerable consumer. Consequently, the TCF submits that the inclusive list of persons of standing should be reduced to those who would be expected to have knowledge of the circumstances which give rise to the particular risk the consumer faces. This does not prevent an RSP from accepting evidence from a person not on the list, but it does more accurately reflect where evidence is most appropriately obtained. For example, the Commission’s list identifies appropriate persons such as justice of the peace, but the TCF believes that the list goes too far to include other examples like engineers, vets and pilots.
- 3.10. The TCF proposes that the list focus on people most likely to have direct knowledge of the relevant circumstances which would give rise to a person demonstrating that they are at ‘particular risk’ or requiring 111 emergency services:
  - Serving police officers;
  - Lawyers (with a current practising certificate);
  - DHB appropriate persons e.g. qualified social worker or registered mental health professionals;
  - Justice of the peace;
  - Doctors; or
  - Any other persons of standing accepted by the Provider as being able to demonstrate that the person’s circumstances give rise to them being at ‘particular risk’.

*Definition of “minimum period”:*

- 3.11. Defining the minimum period as 12 continuous hours is well beyond what could be considered reasonable. Researching the products on the market currently, and taking into consideration the types of power outages experienced in New Zealand, the TCF supports a minimum period set at two hours. We believe this

appropriately balances the various trade-offs covered below. It is also consistent with the obligations in the United Kingdom, and similar to the two-hour requirement in Australia. The TCF recommends that further analysis of the Commission's data on power outages is required. The data does not appear to be weighed against the number of customers.

- 3.12. As with all the requirements in the Code, the Code sets out the minimum acceptable standard for a solution for vulnerable consumers. The TCF expects solutions would exceed this minimum requirement for battery life in order to be sure they continue to support the minimum requirement over the life cycle of the product.
- 3.13. The TCF has considered the following points when concluding that a two-hour minimum period is appropriate:
- a. No solution should be required to last longer than the power source at the cabinets or cell towers that have battery backup; a typical cell tower is roughly 2-4 hours, and at a cabinet is 4-8 hours. This also aligns to what the TCF considers is the purpose of the Code under point 2.2.
  - b. The aesthetics and physical size of the unit must be considered. We have been advised that most units capable of 12 hours battery back-up would be larger than a car battery. Few customers will be happy with such an imposition alongside their existing customer premises equipment (CPE) such as the ONT and modem, and may deter those most in need.
  - c. A battery back-up unit would need to meet the minimum requirements throughout its operational life, batteries which are plugged in to the main supply permanently as part of their operation will degrade considerably throughout their life. In practice this means the battery would need to be rated for much longer than 12 hours to be able to meet the requirement two to three years later.
  - d. The cost of providing such a solution is likely to be prohibitive for Providers, particularly for smaller Providers. The TCF was not able to identify a solution at reasonable cost currently in market that would meet the 12-hour minimum period. Developing a new solution would be unaffordable even if an industry-wide approach were taken, and would not meet the requirement in the Act that it must be provided at 'reasonable cost' to the provider.
  - e. There are other cost considerations which compound the prohibitive nature of a 12-hour battery back-up solution such as:
    - shipping and storage costs associated hazardous goods;
    - testing with Provider and Network Operator equipment; and
    - running customer trials.

*Definition of "premises":*

- 3.14. The intention of the Code is to ensure that a consumer continues to have access to a means to contact 111 emergency services in the event of a power failure. This is intended to replicate the existing ability of a centrally powered copper landline to operate during a power outage. It should not be the purpose of the Code to extend the capability of the copper-based landline to support a 111 emergency call from other locations on the property. The solution must replace the utility of the existing landline connection, not broaden it by extending its reach across all of a property or farm. That utility is not currently available via a copper-based landline at a premises and is not a requirement of the Act.
- 3.15. The proposed definition of premises therefore widens the intended scope of the Act. Covering land and outbuildings within the definition of premises means that the Code requires supply of a service which exceeds the capabilities of existing PSTN copper landline services, for example:
- Under the definition of "consumer" the Code includes a "person who ordinarily resides at the premises where the retail landline service is supplied to". This indicates the code is intended to apply only to the building the vulnerable consumer lives and that has a retail landline connection.
  - The Code is clear that it does not cover customer equipment such as DECT phones which are the customer's own responsibility. DECT phones with built in battery backup features can be used

by the customer to extend their home network to other locations around the property if the customer wishes to do this.

- 3.16. The TCF argues that the definition of premises should be limited to first, where the vulnerable consumer lives or resides and second, where the main retail landline is connected (i.e. where the network infrastructure is physically terminated in the property). Including secondary buildings and land goes beyond the intended scope of the Code. The TCF recommends the following amendment to the definition:

*“premises” means “a main house or building, together with its land and outbuildings, that is used or intended for residential occupation by any person and where the retail landline service is connected”*

- 3.17. The definition for “vulnerable consumer” should also be amended to provide further clarity that the Code provides protections for consumers at their premises. The TCF recommends the following amendment to the definition of “vulnerable consumer” clause 9:

*A vulnerable consumer means a consumer of a retail landline service, who: does not have a means at the premises where they reside for contacting the 111 emergency service that can be operated for the minimum period, in the event of a power failure.*

#### **4. SECTION E: Requirements on Providers to Inform Customers**

- 4.1. At the point in time when the Code comes into force Providers will have a requirement under section E to inform their customers of the options available for vulnerable consumers to contact the 111 emergency services in the event of a power failure at the premises.
- 4.2. The TCF considers that it is not reasonable to provide all information set out in clause 6 to all customers within one month of the Code coming into force (cl.8.2).
- 4.3. When informing customers, Providers should be required to advise all customers of the existence of the 111 Code ‘scheme’ with a brief summary but then provide the full information to only those customers who identify themselves as a vulnerable consumer. This is different to having to provide all information to all customers as it may not be appropriate unless they, or someone on their behalf, identify themselves as a vulnerable consumer. This amendment would allow for a more targeted flow of information to customers that need to be informed and limits the chance of them being overwhelmed with information.
- 4.4. The TCF suggests where clause 8 sets out the ways in which the information “must” be provided that it should be “may” be provided. Providers disseminate information to their customers in many forms and whilst written information could be appropriate for some customers, others could have a preference for communication via email, txt or online portal. The TCF recommends the following amendment to clause 8:

*The information listed in clause 6 ~~must~~ may be provided to consumers in the following ways:*

and clause 8.2:

*provided in ~~writing~~ in an easily discernible manner to all customers of a retail landline service within one month of the Code coming into force and at least once a year thereafter*

- 4.5. Clause 8.1 should have the words “at all times” removed. The information is either accessible or it isn’t therefore the additional words are not required. The TCF recommends the following amendment to clause 8.1:

*made easily accessible to all consumers on the provider’s website and through customer service representatives over the phone or in retail stores ~~at all times~~;*

- 4.6. Clause 8.2 states that a Provider must provide the information “at least once a year”, followed by clause 8.3 which sets out additional points in time when the Provider again has to provide the customer the information in clause 6. The TCF suggests this is excessive; customers will be captured under the provisions in clause 8.3 or at the point in time of recertification (clause 12.4 and 12.5). The TCF recommends a further amendment to clause 8.2:

*provided in an easily discernible manner to all customers of a retail landline service within one month of the Code coming into force; and ~~at least once a year thereafter;~~*

- 4.7. The TCF supports the intention of the Code to ensure Providers make available consistent messaging to inform consumers (cl. 6 & 8). If a customer has a naked broadband service they are out of scope of the Code, however if the customer transitions from consuming both a landline and broadband service to only a broadband service the TCF agrees with the Code’s obligation that the Provider must inform the customer of the implications.
- 4.8. Clause 7.1 sets out information to be provided to customers of naked broadband services. As the Code only applies to customers with a landline voice service, we suggest this requirement is out of scope. If, however, this requirement is to remain in the Code it should be only clause 6.2 which is relevant to naked services. The TCF would then suggest the following amendment to clause 7.1:

*clauses ~~6.1 and~~ 6.2, this information must also be provided to a person when they first contract with a provider for the supply of a naked broadband service; and*

## **5. SECTION F2: Process for a Consumer to Demonstrate they are a Vulnerable Consumer**

- 5.1. Clause 12.1.3 requires Providers to have an application process in place within one month of the Code coming into force. This requirement may be difficult to meet by some Providers who do not have an existing registration process in place and for those that do, to make the appropriate changes to ensure compliance to the Code. The TCF recommends that the timeframe to meet this requirement should be extended in line with the implementation recommendation made under section 1 of this submission.
- 5.2. Clause 12.3.1 requires Part A of the application form provided in Appendix A, or a form that provides at least the equivalent detail as Part A to be completed by the consumer or someone on their behalf. Some Providers already have in existence application forms for vulnerable consumers. The TCF suggests that a similar provision as clause 12.3.1 should be applied to Part B of the application form in Appendix A as long as the Providers equivalent form meets the Code requirements.

## **6. SECTION G1: Requirement of Provide an Appropriate Means**

- 6.1. The TCF supports that an appropriate means provided to a vulnerable consumer:
- must be provided at a reasonable cost to the Provider;
  - should not be required to go beyond what the customer currently receives (refer to point 2);
  - should be selected by the provider; and
  - the most efficient solution that is suitable.
- 6.2. There are significant practical challenges with battery backup devices for fibre connections. One important issue is that in most cases battery backup is needed to protect both the network operator equipment (the ONT) and retailer equipment (the RGW) in order to allow a 111 emergency phone call to be made. The need for a battery back-up support both to the ONT and the RGW raises questions of cost and complexity. RSPs and Chorus disagree on how, or whether, this cost should be allocated and will set out further their views in their individual submissions.
- 6.3. The TCF interprets the reference to ‘appropriate’ in clause 14 as a reference to external factors (such as whether the user has mobile coverage at their house) or objective personal circumstances that would enable them to use a landline but not a mobile phone (we are unsure what these could be). This is not intended to reflect a



person's wish to use (or not use) a mobile phone, (linking back to the principle that this is replacing a landline phone, not a totally different solution). For example, if a mobile phone is offered to a customer which operationally was no more complex than an existing DECT or push-button phone, then the Provider should be deemed to have met its obligations. Vulnerable consumers should not be able to choose another option just out of preference. The TCF suggests the following amendment to clause 14:

*For the purposes of clause 13, an appropriate means is a means that is efficient and appropriate for the specific circumstances of a vulnerable consumer (e.g. the consumer's physical, mental or technical capabilities) and provided at a reasonable cost to the Providers.*

- 6.4. Clause 18 requires that if there is more than one vulnerable consumer at a premises, the means provided must be appropriate for *all* of the vulnerable consumers at that premises. The TCF interprets this to mean, that one 'means' that is appropriate for all vulnerable consumers at the premises is adequate, not that each vulnerable consumer has their own 'means'. The TCF suggests the following amendment to clause 18 could be considered:

*If there is more than one vulnerable consumer at a premises, the means provided must be the most appropriate means after taking into account the needs of ~~for~~ all of the vulnerable consumers at that premises.*

## 7. SECTION K: Requirement on Providers to Keep Records

- 7.1. Clarification on the compliance obligations between clause 24.3 and 25.2 is not clear. The Code should not require the Provider to keep records of customer who did not demonstrate successfully they were a vulnerable consumer for the required 5 years.

## 8. SECTION L: Dispute Resolution

- 8.1. S 240 of the Act states that the dispute resolution scheme for all Commission codes is the industry dispute resolution scheme – the Telecommunications Disputes Resolution Scheme (TDRS). The Commission has interpreted s 241 and s 242(3) of the Act to apply and that under the Code any customer is able to bring a dispute to the TDRS. This means that all Providers to which the Code applies are bound by the rules of the TDRS, even if the Provider is not a TDR scheme member. The TCF accepts this interpretation.
- 8.2. Under s 242 if a dispute is referred to TDRS and a determination is made on the dispute under the rules of the scheme the determination is binding on each party to the dispute. Any Provider to whom the Code applies therefore will be bound by the TDRS rules. The TCF again accepts this interpretation.

### *Dispute resolution process*

- 8.3. The Code outlines particular requirements for dispute resolution that do not align with the current TDRS dispute resolution process. The Commission may not force changes to TDRS via the Code. In s 245(1) of the Act it is clear that parties involved in a dispute referred to the scheme must comply with the rules of the scheme. It is sufficient that the Commission refers to the use of the scheme in the Code, and the scheme rules, as they exist, will apply. The Commission is required to review TDRS and this is the appropriate mechanism to seek changes to the scheme<sup>3</sup>.
- 8.4. Clause 27.3 of the Code allows the customer to bring a complaint to the TDRS at any time after the dispute arises. However, this does not align with current TDRS process which requires that a complaint must be made to the TDRS within 12 months<sup>4</sup> of the customer's initial discovery of the matter being complained about and it

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<sup>3</sup> s 246 of the Act

<sup>4</sup> Clause 17.10 of the Customer Complaints Code

must be made to the Provider in the first instance. The TCF recommends the that following changes be made to clause 27 to capture this point and that any customer under the Code may bring a dispute to TDRS:

*27.3: a dispute under the Code may be referred to the Telecommunications Dispute Resolution Scheme, in accordance with the Scheme Rules, with the exception that a dispute under the 111 Contact Code is considered to be within the scope of the scheme.*

- 8.5. It is the TCF's view that recommending a different disputes resolution process for different Commission codes would be confusing for the consumer, the Provider and the TDRS provider. It would also prove operationally difficult to implement and maintain for the dispute resolution scheme provider.
- 8.6. Under the Scheme Rules only customers can bring a dispute to TDRS. In order to align with the provisions in the Act and cl. 27.1 of the Code, the TCF recommends the following change to cl. 6.8.1:

*a dispute between a consumer and a provider about their rights and obligations under the Code may be referred to the Telecommunications Dispute Resolution Scheme by either the customer or the provider ~~any parties to the dispute~~; and*

- 8.7. Alternatively, the Commission may choose to include a provision for the avoidance of doubt that requires that consumers, customers, providers shall have the appropriate meanings under the TDRS rules.
- 8.8. The TCF disagrees with the requirements in cl. 6.8 that Providers must inform consumers of their options to make a complaint to both the TDRS and the Commission. It is a confusing message for consumers and does not support the intention of the Act or the Code that disputes are referred to the TDRS. Instead the focus should be on clear consumer messaging from Providers on where to go and how to make a complaint. The TCF recommends that cl. 6.8.2 is removed from the Code.

## 9. SECTION M: Amendment or revocation of the Code

- 9.1. The reference in clause 29-30 of the Code to the Commission being able to amend or revoke the Code refers to section 236(1)-(4), this incorrect and should be referenced to s239(1) – (4).

## 10. Appendix A: Application Form

- 10.1. The TCF suggests the following amendments to the application form's introduction paragraph:

*This application form should be completed by the customers, or by the customer (i.e. the account holder) authorised to act on behalf of someone who lives at a customer's house, if they want their telecommunications provider to consider them to be covered by the 111 contact code. ~~The form can also be completed by someone else, on behalf of the customer or the person who lives at the customer's house.~~*

## 11. Part B: General Information and Declaration

- 11.1. The scenarios provided under Part B of the application form do not provide clarity to the reader nor do they align with the proposed TCF definition "particular risk". The TCF recommends the scenario examples should be removed or a new set of scenarios provided.
- 11.2. Due to the responsibility provided to the person of standing additional contact information should be required in the event that the Provider has to audit the information. Supplying only an address is not adequate contact information therefore the TCF suggests that email or phone details are also supplied by the person of standing, the application form should be amended to include this requirement.
- 11.3. The Code should allow for the person of standing or the vulnerable consumer to submit information on the vulnerable consumer's 'particular risk' and also declare whether or not the vulnerable consumer is able to use

a basic mobile phone device. This information may assist the Provider when determining an appropriate means; the application form should be amended to include this requirement.

11.4. Finally, the declaration (s.B2) should also include the statement that the vulnerable consumer does not have any other means of accessing the 111 emergency services. The TCF suggests that this should be part of the declaration form because there are a two criteria to be eligible under the Code and the vulnerable consumer must meet both criteria; at a particular risk and has no means to contact 111 emergency services in the event of a power failure.