

Draft Decision

Directlink Electricity Transmission Determination 2025 to 2030 (1 July 2025 to 30 June 2030)

Attachment 13 Pass through events

September 2024

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13 Pass through events

During the regulatory control period Directlink can apply to pass through to its customers, in the form of higher or lower network charges, certain material changes in its efficient costs caused by pre-defined exogenous events. These events are called cost pass through events. Such events are limited to circumstances where the business can recover potential costs of defined yet unpredictable high-cost events that are outside the control of the business.

The National Electricity Rules (NER) prescribe the following pass through events for all transmission determinations:¹

- a regulatory change event
- a service standard event
- a tax change event
- an insurance event
- an inertia shortfall event.

In addition to these prescribed events, other pass through events may be 'nominated' by a service provider for a regulatory control period.² This attachment sets out our draft decision on the nominated pass through events to apply to Directlink for the 2025–30 regulatory control period (2025–30 period).

13.1 Draft decision

Our draft decision is to accept the insurer's credit risk event and natural disaster event proposed by Directlink.³

While we also accept the proposed insurance coverage and terrorism events, we do not accept the proposed amendments to the definition of these events because, in our view, the issues that Directlink's proposed amendments seek to address are already captured in our current definitions.⁴ We discuss our considerations in section 13.5.

Our event definitions for this draft determination are set out in Table 13.2.

13.2 Directlink's proposal

Directlink's proposed nominated pass through events are set out in Table 13.1.

¹ NER, cl. 6A.7.3(a1)(1)–(4) and (6).

² NER, cl. 6A.7.3(a1)(5).

³ This is one of the constituent decisions we must make under NER, cl. 6A.14.1(9).

⁴ For example, AER, *Draft Decision Attachment 13 Pass through events – TasNetworks - 2024–29 Transmission revenue proposal*, September 2023, pp. 7–8.

Table 13.1 Directlink's nominated pass through events

Proposed event	Directlink's proposed definition
Insurance coverage event	<p>An insurance coverage event occurs if:</p> <ol style="list-style-type: none"> 1) Directlink makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy or set of insurance policies; or 2) would have been able to make a claim or claims under a relevant insurance policy or set of insurance policies but for changed circumstances; and <ol style="list-style-type: none"> a) Directlink incurs costs: 3) beyond a relevant policy limit for that policy or set of insurance policies; or 4) that are unrecoverable under that policy or set of insurance policies due to changed circumstances; and 5) The costs referred to in paragraph 2 above materially increase the costs to Directlink in providing prescribed transmission services. <p>For the purposes of this insurance coverage event:</p> <p>'changed circumstances' means movements in the relevant insurance market since the acquisition of the insurance policy or set of insurance policies that applied during the majority of Directlink's base year and that are beyond the reasonable control of Directlink, where those movements result in it no longer being prudent or efficient for Directlink to take out with a reputable insurer:</p> <ol style="list-style-type: none"> i. a relevant insurance policy; or ii. in the case of a set of insurance policies, one or more layers of insurance within that set (or there are otherwise one or more gaps within the set), either at all or on commercial terms reasonable to Directlink. <p>'costs' means the costs that would have been recovered under the insurance policy or set of insurance policies had:</p> <ol style="list-style-type: none"> i. the limit not been exhausted; ii. those costs not been unrecoverable due to changed circumstances. <p>A 'relevant insurance policy' or 'set of insurance policies' is an insurance policy or set of insurance policies held during the regulatory control period or a previous regulatory control period in which Directlink was regulated; and</p> <ol style="list-style-type: none"> i. Directlink will be deemed to have made a claim on a relevant insurance policy or set of insurance policies if the claim is made by a related party of Directlink in relation to any aspect of Directlink's network or business; and

Proposed event	Directlink's proposed definition
	<p>ii. Directlink will be deemed to have been able to make a claim on a relevant insurance policy or set of insurance policies if, but for changed circumstances, the claim could have been made by a related party of Directlink in relation to any aspect of Directlink's network or business.</p> <p>Note for the avoidance of doubt, in assessing an insurance coverage event through application under rule 6A.7.3(j), the AER will have regard to:</p> <ul style="list-style-type: none"> i. the relevant insurance policy or set of insurance policies for the event; ii. the level of insurance that an efficient and prudent Transmission Network Service Provider (TNSP) would obtain, or would have sought to obtain, in respect of the event; iii. any information provided by Directlink to the AER about Directlink's actions and processes; and iv. any guidance published by the AER on matters the AER will likely have regard to in assessing any insurance coverage event that occurs.
<p>Insurer credit risk event</p>	<p>An insurer credit risk event occurs if an insurer of Directlink becomes insolvent, and as a result, in respect of an existing or potential claim for a risk that was insured by the insolvent insurer, Directlink:</p> <ul style="list-style-type: none"> a) is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or b) incurs additional costs associated with funding an insurance claim, which would otherwise have been covered by the insolvent insurer <p>Note: in assessing an insurer credit risk event pass through application, the AER will have regard to, amongst other things:</p> <ul style="list-style-type: none"> i. Directlink's attempts to mitigate and prevent the event from occurring by reviewing and considering the insurer's track record, size, credit rating and reputation; and ii. In the event that a claim would have been covered by the insolvent insurer's policy, whether Directlink had reasonable opportunity to insure the risk with a different provider.
<p>Natural disaster event</p>	<p>Natural disaster event means any natural disaster including but not limited to cyclone, fire, flood or earthquake that occurs during the 2025–30 regulatory control period that changes the costs to Directlink in providing prescribed transmission services, provided the cyclone, fire, flood, earthquake or other event was:</p>

Proposed event	Directlink's proposed definition
	<p>a) a consequence of an act or omission that was necessary for Directlink to comply with a regulatory obligation or requirement or with an applicable regulatory instrument, or</p> <p>b) not a consequence of any other act or omission of Directlink.</p> <p>Note: In assessing a natural disaster event pass through application, the AER will have regard to, among other things:</p> <p>i. whether Directlink has insurance against the event, and</p> <p>ii. the level of insurance that an efficient and prudent Network Service Provider would obtain in respect of the event.</p>
Terrorism event	<p>Terrorism event means an act (including, but not limited to, the use of force or violence, or the threat of force or violence, or a malicious act to access and/or disrupt computer systems or other information communication technologies including operational technology systems) of any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government), which:</p> <p>a) from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and</p> <p>b) changes the costs to Directlink in providing prescribed transmission services.</p> <p>Note: In assessing a terrorism event pass through application, the AER will have regard to, amongst other things:</p> <p>i. whether Directlink has insurance against the event;</p> <p>ii. the level of insurance that an efficient and prudent Network Service Provider would obtain in respect of the event; and</p> <p>iii. whether a declaration has been made by a relevant government authority that a terrorism event has occurred.</p>

Source: Directlink, 2025–2030 Revenue Proposal Overview, January 2024, pp. 85–92.

13.3 Assessment approach

The NER set out how we must assess nominated pass through events, and how we must assess an application from a service provider to pass through changes in costs where an event occurs.⁵

⁵ NER, cl. 6A.6.9(b), 6A.7.3.

Our assessment approach is guided by the National Electricity Objective (NEO)⁶ and the Revenue and Pricing Principles (RPPs).⁷ The RPPs include that the service provider should have a reasonable opportunity to recover at least the efficient costs of providing services and complying with regulatory obligations.⁸ The NEO and the RPPs also reflect the importance of incentives to promote economic efficiency,⁹ and balance the risks of under and over investment.¹⁰

In determining whether we accept a nominated pass through event, we must take into account the 'nominated pass through event considerations' which are as follows:¹¹

- a) whether the event proposed is an event covered by a category of pass through event specified in clause 6.6.1(a1)(1) to (4) (in the case of a distribution determination) or clause 6A.7.3(a1)(1) to (4) (in the case of a transmission determination);
- b) whether the nature or type of event can be clearly identified at the time the determination is made for the service provider;
- c) whether a prudent service provider could reasonably prevent an event of that nature or type from occurring or substantially mitigate the cost impact of such an event;
- d) whether the relevant service provider could insure against the event, having regard to:
 - 1) the availability (including the extent of availability in terms of liability limits) of insurance against the event on reasonable commercial terms; or
 - 2) whether the event can be self-insured on the basis that:
 - i) it is possible to calculate the self-insurance premium; and
 - ii) the potential cost to the relevant service provider would not have a significant impact on the service provider's ability to provide network services; and
- e) any other matter the AER considers relevant and which the AER has notified network service providers is a nominated pass through event consideration.

The AEMC described the purpose of the nominated pass through event considerations as:

...to incorporate and reflect the essential components of a cost pass through regime in the NER. It was intended that in order for appropriate incentives to be maintained, any nominated pass through event should

⁶ The NEO is defined in s. 7 of the NEL.

⁷ The revenue and pricing principles are set out in s. 7A of the NEL.

⁸ NEL, s. 7A(2).

⁹ NEL, s. 7A(3).

¹⁰ NEL, s. 7A(6).

¹¹ NER, Chapter 10: Glossary, definition of 'nominated pass through event considerations'.

only be accepted when event avoidance, mitigation, commercial insurance and self-insurance are unavailable.¹²

...that a pass through event should only be accepted when it is the least inefficient option and event avoidance, mitigation, commercial insurance and self-insurance are found to be inappropriate. That is, it is included after ascertaining the most efficient allocation of risks between a service provider and end customers.¹³

This protects the incentive regime under the NER by limiting erosion of a service provider's incentives to use market based mechanisms to mitigate the cost impacts that would arise. This promotes the efficient investment in, and efficient operation and use of, network services for the long term interests of consumers with respect to price.¹⁴

As a matter of good regulatory practice, we also take into account the desirability of consistency in our approach to assessing nominated pass through events across our electricity determinations and gas access arrangements.¹⁵

13.4 Interrelationships

The pass through mechanism is not the only way service providers can manage their risks under a distribution or transmission determination. It is interrelated with other parts of this decision, in particular with the forecast operating and capital expenditure (opex and capex) and rate of return included in our revenue determination. We must specify and take account of these interrelationships.¹⁶ This requires us to balance the incentives in the various parts of our decision.

For systemic risks, service providers are compensated through the allowed rate of return. Service providers also face business-specific, or residual, risks. Service providers are compensated for the prudent and efficient management of these risks through the forecast opex and capex we include in our revenue determination for strategies such as:

- prevention (avoiding the risk)
- mitigation (reducing the probability and impact of the risk)
- insurance (transferring the risk to another party)

¹² AEMC, *Cost pass through arrangements for Network Service Providers, Rule Determination*, 2 August 2012, p. 19.

¹³ AEMC, *Cost pass through arrangements for Network Service Providers, Rule Determination*, 2 August 2012, p. 20.

¹⁴ AEMC, *Cost pass through arrangements for Network Service Providers, Rule Determination*, 2 August 2012, p. 8.

¹⁵ AEMC, *Cost pass through arrangements for Network Service Providers, Rule Determination*, 2 August 2012, p. 18.

¹⁶ NEL, s. 16(1)(c).

- self-insurance (putting aside funds to manage the likely costs associated with a risk event).

An efficient business will manage its risk by employing the most cost effective combination of these strategies. In order to maintain appropriate incentives under our determinations, we only accept nominated pass through events where we are satisfied that event avoidance, mitigation, commercial insurance and self-insurance under approved forecasts of prudent and efficient opex and capex are either unavailable or inappropriate.¹⁷

In general, in respect of unforeseen costs that are relatively minor, a service provider should manage them by using up its existing expenditure allowance, or reprioritising or substituting its projects, to avoid seeking cost recovery through the pass through mechanisms.¹⁸ This is reflected in the materiality threshold that applies to cost pass through applications.¹⁹

Cost pass through amounts approved in a regulatory control period are added to (or in the case of a negative pass through deducted from) forecast opex and capex for the purpose of calculating efficiency carryover amounts under the Efficiency Benefit Sharing Scheme and Capital Expenditure Sharing Scheme.²⁰

Any capex that has already been recovered in a regulatory control period by way of a cost pass through cannot be recovered again in the roll-forward of the regulatory asset base for the next regulatory control period.²¹

13.5 Reasons for draft decision

13.5.1 Insurance coverage, insurer's credit risk, natural disaster and terrorism events

We consider Directlink's proposed terrorism, natural disaster, insurer's credit risk and insurance coverage pass through events²² are consistent with the nominated pass through event considerations set out in the NER:²³

- the proposed events are not covered by an existing category of pass through event
- the nature of the events are clearly identifiable at this time

¹⁷ AEMC, *Cost pass through arrangements for Network Service Providers, Rule Determination*, 2 August 2012, pp. 19–20.

¹⁸ AEMC, *Economic Regulation of Network Service Providers, and Price and Revenue Regulation of Gas Services, Final Position Paper*, 29 November 2012, p. 186.

¹⁹ NER, Chapter 10: Glossary, definition of 'materially'.

²⁰ AER, *Efficiency benefit sharing scheme*, November 2013, p. 7; AER, *Capital Expenditure Incentive Guideline for Electricity Network Service Providers*, April 2023, p. 3.

²¹ NER, cl. S6.2.1(e)(1)(ii) and S6A.2.1(f)(1)(ii).

²² Directlink, *Attachment 3 - Revenue Proposal*, January 2024, pp. 85–92.

²³ NER, cl. 6A.6.9(b); NER, Chapter 10: Glossary, definition of 'nominated pass through event considerations'.

- a prudent service provider could not reasonably prevent an event of that nature or type from occurring or substantially mitigate its cost impact and could not insure (or self-insure) against the events on reasonable commercial terms.

With regard to the latter point, while Directlink could take steps to reduce its risk exposure to these events, expenditure beyond a certain level aimed at completely eliminating the risk is likely to be imprudent or inefficient. In that context, sharing the risk between Directlink and consumers is appropriate and more likely to be in the long-term interests of consumers with respect to price.

We accept the definitions proposed by Directlink for the insurer's credit risk event and natural disaster event, as they are consistent with our recent determinations for other network service providers.²⁴

While we accept the insurance coverage, natural disaster, and terrorism events proposed by Directlink, we have amended the proposed definitions to align with our current definitions for these events for other network service providers. This will better maintain consistency in the treatment of these events across the NEM.

13.5.1.1 Definition of insurance coverage event

The insurance coverage event has not previously applied to Directlink. While the proposed insurance coverage event is largely consistent with our standard wording,²⁵ Directlink did not include our standard definition of 'changed circumstances' in its proposal. Directlink proposed to define 'changed circumstances' as follows:²⁶

'changed circumstances' means movements in the relevant insurance market since the acquisition of the insurance policy or set of insurance policies that applied during the majority of Directlink's base year and that are beyond the reasonable control of Directlink, where those movements result in it no longer being prudent or efficient for Directlink to take out with a reputable insurer:

- i. a relevant insurance policy; or
- ii. in the case of a set of insurance policies, one or more layers of insurance within that set (or there are otherwise one or more gaps within the set), either at all or on commercial terms reasonable to Directlink.

While Directlink's proposal included a different definition which proposed to include reference to insurance held during the base year, and where it would no longer be prudent or efficient for Directlink to take out insurance,²⁷ we consider the definitions

²⁴ AER, *Draft Decision Attachment 13 - Pass through events – TasNetworks - 2024–29 Transmission revenue proposal*, September 2023, pp. 7–8.

²⁵ See Table 13.2.

²⁶ Directlink, *Attachment 3 - Revenue Proposal*, January 2024, pp. 86–87.

²⁷ Directlink, *Attachment 3 - Revenue Proposal*, January 2024, pp. 86–87.

included in our standard wording addresses the same core issues with a balanced approach. The key definitions are as follows:

'changed circumstances' means movements in the relevant insurance market, including liability insurance, that are beyond the control of Directlink, where those movements mean that it is no longer possible for Directlink to take out an insurance policy or set of insurance policies at all or on reasonable commercial terms that include some or all of the costs referred to in paragraph 2 above within the scope of that insurance policy or set of insurance policies.

a 'relevant insurance policy or set of insurance policies' is an insurance policy or set of insurance policies held during the regulatory control period or a previous regulatory control period in which Directlink was regulated.

We have previously considered our definitions for 'changed circumstances' and 'relevant insurance policy or set of insurance policies' in some detail.²⁸ Our draft decision is to apply our standard definitions for this event.

13.5.1.2 Terrorism event

Directlink proposed to define the terrorism event as follows:²⁹

Terrorism event means an act (including, but not limited to, the use of force or violence, or the threat of force or violence, or a malicious act to access and/or disrupt computer systems or other information communication technologies including operational technology systems) of any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government), which:

- a) from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and
- b) changes the costs to Directlink in providing prescribed transmission services.

Directlink considered its proposed wording to be broadly consistent with recent AER decisions.³⁰ Directlink stated its proposed new definition for a terrorism event:

- considered the evolving global insurance market for cyber risk, in which it is increasingly challenging to obtain coverage for cyber-terrorism

²⁸ AER, *Final Decision - Jemena distribution determination 2021–26 - Attachment 15 - Pass through events*, April 2021, pp. 8–10.

²⁹ Directlink, *Attachment 3 - Revenue Proposal*, January 2024, p. 91.

³⁰ Directlink, *Attachment 3 - Revenue Proposal*, January 2024, p. 91.

- considered recent AER terrorism event definitions refer only to physical acts³¹
- explicitly includes reference to computer systems and information communication technologies³² to make clear cyber terrorist attacks fall within the terrorism event definition.

We have considered similar proposals to broaden the definition of the terrorism event in recent decisions. For example, in our recent final decision for Endeavour Energy we stated:³³

We consider it important that a service provider retain the incentives to invest efficiently in its system to guard against cyber-security threats, as well as to explore all available market-based mechanisms such as insurance and risk mitigation strategies. We have expressed our concern in our recent determinations that broadening the definition of terrorism event in the manner proposed by network service providers and along the lines commented by Endeavour Energy, may erode incentives on network service providers to seek alternative mechanisms to mitigate the cost impacts that may arise.³⁴

Directlink operates important national infrastructure and is subject to stringent cyber security compliance requirements. We consider Directlink and other network service providers should have appropriate safeguards and contingency plans in place to substantially mitigate the risks and cost impacts of major cyber-attacks. To support this, our determinations have generally included in our capex and/or opex forecasts additional expenditure proposed by network service providers, to further enhance their capability to proactively identify, protect, detect, respond to, and recover from cyber security threats.

Also, we do not agree with Directlink’s view that the existing definition of the terrorism event refers only to physical acts. We note that the definition states that a terrorism event means an act ‘including, but not limited to, the use of force or violence’. We therefore consider the event definition already allows for recovery of costs related cyber attacks where the other elements of the definition are satisfied.

Our draft decision is to not accept Directlink’s proposed definition for the terrorism event. For the reasons outlined above we have not adopted Directlink’s proposed definition, but rather we have maintained our current definition of terrorism event in this draft decision. This outcome provides greater consistency for this event between Directlink and other network service providers in the NEM.

Table 13.2 summarises the nominated pass through events for the draft decision.

³¹ Directlink, *Attachment 3 - Revenue Proposal*, January 2024, p. 92.

³² Directlink, *Attachment 3 - Revenue Proposal*, January 2024, p. 92.

³³ AER, *Final Decision Attachment 15 - Pass through events - Endeavour Energy -2024–29 Distribution revenue proposal*, April 2024, pp. 4–7.

³⁴ AER, *Final Decision Attachment 15 - Pass through events - Endeavour Energy -2024–29 Distribution revenue proposal*, April 2024, p. 6.

Table 13.2 AER pass through event definitions

Pass through event	Draft decision definition
Insurance coverage event	<p>An insurance coverage event occurs if:</p> <ol style="list-style-type: none"> 1. Directlink: <ol style="list-style-type: none"> a) makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy or set of insurance policies; or b) would have been able to make a claim or claims under a relevant insurance policy or set of insurance policies but for changed circumstances; and 2. Directlink incurs costs: <ol style="list-style-type: none"> a) beyond a relevant policy limit for that policy or set of insurance policies; or b) that are unrecoverable under that policy or set of insurance policies due to changed circumstances; and 3. The costs referred to in paragraph 2 above materially increase the costs to Directlink in providing prescribed transmission services. <p>For the purposes of this insurance coverage event:</p> <ul style="list-style-type: none"> • 'changed circumstances' means movements in the relevant insurance market, including liability insurance, that are beyond the control of Directlink, where those movements mean that it is no longer possible for Directlink to take out an insurance policy or set of insurance policies at all or on reasonable commercial terms that include some or all of the costs referred to in paragraph 2 above within the scope of that insurance policy or set of insurance policies. • 'costs' means the costs that would have been recovered under the insurance policy or set of insurance policies had: <ul style="list-style-type: none"> – the limit not been exhausted; or – those costs not been unrecoverable due to changed circumstances. • a 'relevant insurance policy or set of insurance policies' is an insurance policy or set of insurance policies held during the regulatory control period or a previous regulatory control period in which Directlink was regulated; and • Directlink will be deemed to have made a claim on a relevant insurance policy or set of insurance policies if the claim is made by a related party of Directlink in relation to any aspect of Directlink's network or business; and • Directlink will be deemed to have been able to make a claim on a relevant insurance policy or set of insurance policies if, but for changed circumstances, the claim could have been made by a

Pass through event	Draft decision definition
	<p>related party of Directlink in relation to any aspect of Directlink's network or business.</p> <p>Note: for the avoidance of doubt, in assessing an insurance coverage event pass through application under rule 6A.7.3(j), the AER will have regard to:</p> <ul style="list-style-type: none"> i) the relevant insurance policy or set of insurance policies for the event ii) the level of insurance that an efficient and prudent TNSP would obtain, or would have sought to obtain, in respect of the event iii) any information provided by Directlink to the AER about Directlink's actions and processes; and iv) any guidance published by the AER on matters the AER will likely have regard to in assessing any insurance coverage event that occurs.
Insurer credit risk event	<p>An insurer credit risk event occurs if an insurer of Directlink becomes insolvent, and as a result, in respect of an existing or potential claim for a risk that was insured by the insolvent insurer, Directlink:</p> <ul style="list-style-type: none"> a) is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or b) incurs additional costs associated with funding an insurance claim, which would otherwise have been covered by the insolvent insurer. <p>Note: in assessing an insurer credit risk event pass through application, the AER will have regard to, amongst other things:</p> <ul style="list-style-type: none"> i) Directlink's attempts to mitigate and prevent the event from occurring by reviewing and considering the insurer's track record, size, credit rating and reputation; and ii) in the event that a claim would have been covered by the insolvent insurer's policy, whether Directlink had reasonable opportunity to insure the risk with a different provider.
Natural disaster event	<p>Natural disaster event means any natural disaster including but not limited to cyclone, fire, flood or earthquake that occurs during the 2025–30 regulatory control period that changes the costs to Directlink in providing prescribed transmission services, provided the cyclone, fire, flood, earthquake or other event was:</p> <ul style="list-style-type: none"> a) a consequence of an act or omission that was necessary for the service provider to comply with a regulatory obligation or requirement or with an applicable regulatory instrument; or b) not a consequence of any other act or omission of the service provider. <p>Note: In assessing a natural disaster event pass through application, the AER will have regard to, amongst other things:</p> <ul style="list-style-type: none"> i) whether Directlink has insurance against the event;

Pass through event	Draft decision definition
	ii) the level of insurance that an efficient and prudent NSP would obtain in respect of the event.
Terrorism event	<p>Terrorism event means an act (including, but not limited to, the use of force or violence or the threat of force or violence) of any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government), which:</p> <ol style="list-style-type: none"> 1. from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and 2. changes the costs to Directlink in providing prescribed transmission services. <p>Note: In assessing a terrorism event pass through application, the AER will have regard to, amongst other things:</p> <ol style="list-style-type: none"> i) whether Directlink has insurance against the event ii) the level of insurance that an efficient and prudent NSP would obtain in respect of the event; and iii) whether a declaration has been made by a relevant government authority that a terrorism event has occurred.

Source: AER analysis.

Shortened forms

Term	Definition
AEMC	Australian Energy Market Commission
AER	Australian Energy Regulator
capex	capital expenditure
NEL	national electricity law
NEM	national electricity market
NEO	national electricity objective
NER	national electricity rules
NSP	network service provider
opex	operating expenditure
RPP	revenue and pricing principles
TNSP	transmission network service provider
