Improving electricity billing guidance

Retailer guidance

Version 1.0

15 May 2026

ELECTRICITY AUTHORITY
TE MANA HIKO

Version control

Version	Date	Comments
0.1	7 April 2026	Version 0.1 draft provided to retailers for feedback and questions
1.0	15 May 2026	Version 1.0 published to support Code changes to improve electricity billing coming into force from 30 October 2026.

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1 Purpose and context

Purpose

1.1. This guidance supports retailers to ensure their bills and systems comply with the Electricity Industry Participation Code (Code) by 30 October 2026 following changes announced earlier this year. The changes can be found here: [Improving electricity billing in New Zealand | Our consultations | Our projects | Electricity Authority]

Context

1.2. In February 2026, the Electricity Authority Te Mana Hiko (the Authority) made the Electricity Industry Participation Code (Improving Electricity Billing) Amendment 2026 (Amendment).[1] The Amendment inserted a new Schedule 11A.2 and amended Parts 1, 11 and 11A of the Code to improve electricity billing by making invoices and other information channels clearer, more consistent and more useful for consumers. It also introduced safeguards to help protect domestic and small business consumers from unexpected back bills.

1.3. These changes support a more transparent, competitive and consumer-focused retail electricity market by improving the quality, consistency and accessibility of information available to consumers and those acting on their behalf.

1.4. These guidelines replace the Authority's earlier guidance titled "Raising consumer awareness of regulated dispute resolution service and electricity plan comparison website".

1.5. The Authority also introduced a Code requirement for retailers to assign a product identification code to each generally available and legacy tariff plan and to include that code on invoices and in plan catalogues. The product identification code is intended to give each plan a unique, machine-readable identifier so that consumers, comparison services and other third parties can accurately identify the plan a customer is on.

1.6. Thank you to the retailers and others who provided feedback on version 0.1 of this guidance – we have incorporated your feedback and tried to answer your questions where possible. For any further questions please email us at consumer.mobility@ea.govt.nz.

Structure of this guidance

1.7. This guidance generally follows the structure of the billing improvement amendments made to Parts 1, 11 and 11A of the Code. It also includes additional guidelines for retailers on assigning product identification codes and raising awareness of both the regulated dispute resolution service and the Authority's switching and comparison website.

1.8. To support retailers to understand and comply with these requirements, this document includes summaries of the relevant obligations and the problems they are trying to address, explanations of key terms and examples of good practice. These are presented using the following format:

[1] Improving Electricity Billing | Electricity Authority

Purpose	Requirements	Definitions or explanations	Good practice or examples
Explains the purpose of the change or the problem it is intended to address.	Summarises key matters retailers are required to comply with.	Identifies defined terms, clauses and quoted material. Legal definitions are in quotation marks and have sources listed.	Provides illustrative examples of how a retailer might implement requirements effectively.

All retailers must comply with these obligations

1.9. All retailers supplying electricity to residential and small business consumers in New Zealand must comply with the Code and should have regard to these guidelines.

1.10. Please refer to paras 2.2 – 2.20 of the Consumer Care Obligations (CCO) retailer guidance for more guidance on the meaning of 'retailer'.[2]

Disclaimer

1.11. This guidance is provided for general information only and not as legal advice. This guidance does not establish any legal obligations in themselves.

1.12. While this guidance is provided to help explain the obligations under the Code and assist retailers to understand and comply with Code requirements to improve electricity billing, it is not a substitute for, nor does it form part of, the Code. Nor does it address other obligations retailers may have under other parts of the Code.

1.13. Although every care has been taken in the preparation of the content of this guidance, the Authority offers no warranty (express or implied) as to its accuracy, completeness, or legality. The Authority is not liable or responsible to any persons for direct or indirect loss or damage that may result from the action or failure to act by any person in reliance on the information in this guidance.

1.14. The publishing of this guidance does not place any obligation on the Authority to follow any interpretation contained in it when carrying out any of its functions under the Electricity Industry Act 2010 (Act).

Key compliance dates

Requirements

- Retailers must comply with these changes no later than 30 October 2026.
- First combined compliance report on both Consumer Care and Billing Obligations due 30 September 2027.[3]

[2] Consumer Care Obligations – Retailer guidance

[3] The Consumer Care Obligations report due 30 September 2026 does not need to refer to the billing obligations.

1.15. Please refer to section 3 of the CCO guidelines for general guidance on annual compliance reporting.[4]

2 General guidance

What is a bill or invoice?

2.1. In this guidance, references to an electricity bill mean an invoice, as that term is used in the Code.

2.2. For the purposes of Part 11A, an invoice is a communication issued by a retailer to a customer in relation to charges for the supply of electricity to that customer. This includes pay-ahead plans where the customer continues to manage overpayments and underpayments.

2.3. Obligations in Part 11A apply regardless of the format or channel used to provide to billing information to customers. This includes paper bills, PDFs, apps, portals, emails and other digital communications.

2.4. The Authority considers the substance and function of the communication are more important than its label. A communication is likely to constitute an invoice where it functions as a request or demand for payment, or where it communicates the customer's charges, balance, or amount owing or paid for electricity services.

2.5. Retailers may provide billing information across multiple communications, such as a short form invoice together with a more detailed account statement, letter, app or portal experience. Layered or modular approaches to billing are acceptable, provided customers can easily access and understand the required information.

2.6. Retailers remain responsible for ensuring that all mandatory information required under Part 11A and Schedule 11A.2 is provided clearly and prominently within a single, coherent billing communication experience. Retailers should not structure billing communications in a way that makes it difficult for consumers to locate, access or understand required information.

Which customers and plans do the billing Code changes apply to?

	Residential consumers	**Small business consumers**	**Other consumers**
All billing Code changes in Part 11A of the Code	✓	✗	✗
Back billing changes	✓	✓	✗
Product identification code	Generally available retail tariff plans		

2.7. Please refer to paras 2.22 – 2.24 of the CCO guidelines for more on the meaning of 'residential consumers' for the purposes of Part 11A of the Code.[5]

2.8. A small business consumer is a consumer that is not a domestic consumer and that consumes less than 40 MWh of electricity per year. In general, the 40MWh threshold will apply at the whole customer level rather than at the individual ICP level but this may

[4] Consumer Care Obligations – Retailer guidance

[5] Consumer Care Obligations – Retailer guidance

depend on how the customer and retailer have structured the account and billing arrangements.

2.9. A customer whose annual consumption exceeds 40 MWh may no longer meet the definition of a small business consumer for the relevant period.

2.10. The Authority expects retailers to apply this threshold reasonably and consistently with the purpose of the back billing protections. In particular, the Authority expects retailers not to take a rigid approach where a business customer’s consumption temporarily or marginally exceeds the 40MWh threshold. Retailers should consider what is appropriate and reasonable in circumstances where a customer’s annual consumption fluctuates around the threshold over time.

2.11. Product identification code requirements apply to all generally available retail tariff plans. A retailer must assign a product identification code to each generally available retail tariff plan and to any legacy plans. Legacy plans are plans which are no longer generally available but which remain active and supplied to existing customers.

Communications to customers

2.12. Annual customer contacts may be combined with other retailer communications to provide a better customer experience. For example:

(a) a retailer may wish to combine its annual CCO communication with the better plan check

(b) a retailer may wish to include a letter with advice on how to make best use of a time-of-use plan with the next bill after three months.

2.13. The following is a summary of relevant communication requirements:

Situation	Timing	Retailer communication
New customers	On sign up	Provide the required CCO information (Schedule 11A.1)
Time-varying plan	Three months after customer has moved to a new time-varying plan	Provide information on how to maximise financial savings from that plan (clause 11A.16)
Better plan message and plan catalogue	At least annually	Provide: • a better plan message including stating that a better plan check has been undertaken, up to three pricing plans that could provide lower electricity costs including the lowest cost option, name of plans, product identification codes, how to access plan catalogue, how to change, conditions to obtain the greatest benefit and any drawbacks and fees (Part 3 of Schedule 11A.2) • a reference to the retailer’s plan catalogue (clause 16 of Schedule 11A.1) • information on the Authority’s comparison and switching site Billy.govt.nz to every customer with a residential ICP (clause 11.30B).
	On customer request	Provide information on: • available plan offerings • pricing plans and payment options relevant to current household circumstances • most suitable option including any drawbacks and fees; information about plan comparison platform(s) (clause 17A of Schedule 11A.1).
Invoicing	Before sending a bill with an undercharge (back bill)	• Advise the amount of the undercharge • Offer a payment plan • Explain how to make a complaint (clause 11.32H(2)(a)).

	Invoices (usually monthly)	Provide mandatory information (Part 2 of Schedule 11A.2)
Metering	In the absence of a meter reading for more than four months	Inform the customer: • about the consequences of repeated estimated meter reads • how to provide a meter read. Resolve access issues with customer (clause 11.32I(1)).
	Where there is an issue with metering installation	Provide at least three communications over at least four months requesting access to obtain a meter reading or repair, replace or certify the meter (clause 11.32H(3)(a)(iii))
	At least once – a customer without a smart meter	Inform the customer that retailers may not charge a domestic or small business consumer for costs incurred more that six months before the date of the invoice (clause11.32I(2))

3 Cap on recovery of undercharged amounts (back bills)

Part 11 of the Code: Clauses 11.32H to 11.32I

Purpose

These provisions are intended to promote fairer outcomes for domestic and small business consumers when undercharging happens. Unexpected back bills can create financial stress and make it harder for consumers to manage their electricity costs. The Code limits how far back a retailer may recover undercharged amounts. It also requires retailers to take steps to communicate clearly, offer manageable repayment arrangements and avoid compounding the financial impact through interest charges.

These provisions also create stronger incentives for retailers to maintain accurate billing systems and respond early where meter readings are missing or billing issues arise. Taken together, the requirements are designed to support timely and accurate billing, reduce the likelihood of avoidable debt building up and ensure consumers are treated fairly if a billing error occurs.

Requirements on retailers

- Do not invoice for an undercharged amount from a domestic or small business consumer for electricity consumption more than six months before the date of the invoice, unless one of the exceptions applies[6]
- Make reasonable endeavours to contact the consumer before sending an invoice that includes an undercharged amount
- Clearly identify the undercharged amount on the invoice[7]
- Give the consumer time to pay the undercharged amount
- Advise the consumer that they may pay the undercharged amount in instalments and should contact the retailer to arrange
- Do not charge interest on the undercharged amount
- Take proactive steps to reduce the likelihood of undercharging happening.

Definitions and explanations

Undercharged amount means costs incurred by the retailer relating to the consumer's electricity consumption that were not previously charged to the consumer. Sometimes called back bills or catch-up bills.

Domestic consumer means "any person who purchases or uses electricity in respect of domestic premises".[8]

A small business consumer is "a consumer that is not a domestic consumer and—

… that consumes less than 40 MWh of electricity per year."[9]

[6] Clause 11.32H(3)
[7] In accordance with clause 5(1)(g) of Schedule 11A.2
[8] Section 5 of the Electricity Industry Act 2010
[9] Section 5 of the Electricity Industry Act 2010. This is interpreted as a total per consumer even if they have multiple ICPs.

Recovery of undercharged amounts is limited to six months

3.1. A retailer must not charge a domestic or small business consumer for an undercharged amount relating to electricity consumption more than six months before the invoice date, except in the limited circumstances described in clause 11.32H(3) (discussed at paragraphs 3.18 and 3.36 below).[10]

3.2. Retailers should have systems and processes in place to identify potential undercharging early, so that any correction can be made promptly and the risk of unexpected back-billing is reduced.

Contacting the consumer before sending the invoice

3.3. If a retailer proposes to recover an undercharged amount within the six-month period, the retailer must make reasonable endeavours to contact the consumer before sending the invoice.[11]

3.4. Before sending the invoice, the retailer must make reasonable endeavours to:[12]

(a) advise the consumer they have been undercharged;

(b) offer a payment plan to repay the undercharged amount; and

(c) explain how the consumer may make a complaint if they'd like to.

3.5. "Reasonable endeavours" is not defined but might include a combination of phone calls, emails, SMS, written correspondence, and/or notifications through an online customer portal or app.

3.6. Although the Code does not prescribe a particular communication method, retailers should use communication channels that are appropriate to the consumer and the circumstances. Retailers are usually best placed to know which communication method(s) a particular consumer prefers.

3.7. The retailer must make reasonable endeavours to contact the consumer before sending the invoice. The Code does not prescribe how far in advance the retailer must try to contact the consumer before sending the invoice. A retailer may contact the consumer shortly before issuing the invoice, including by text, email, phone call, app notification or other appropriate channel, provided the contact is meaningful and includes the required information.

Example

A retailer identifies that a consumer has been undercharged for the previous four months due to repeated estimated readings. Before issuing the corrected invoice, the retailer emails the consumer, sends an SMS asking the consumer to make contact, and notes on the retailer records of the customer's account that a payment plan is available and complaint information has been provided. This is likely to be consistent with the requirement to make reasonable endeavours to contact the consumer.

3.8. Appendix A includes an example of a notice that a retailer might sent. This is not a required template; it is guidance.

[10] Clause 11.32H (1)

[11] Clause 11.32H (2)

[12] Clause 11.32H (2)(a)

Explanation

Depending on the consumer's contact details and communication preferences, reasonable endeavours may include:

- Phone calls
- Email
- SMS
- Written correspondence, and/or
- Notifications through an online customer portal or app.

It is good practice to use more than one communication channel and to keep a record of the attempts made.

Information that must be included on the invoice

3.9. The invoice must clearly state the undercharged amount to be recovered in dollar figures and the due date for payment,[13] in accordance with clause 5(1)(g) of Schedule 11A.2. In addition to these requirements retailers may choose to follow the good practice below.

Good practice

- Show the undercharged amount separately and clearly in the invoice
- State which period the adjustment relates to [if retailer's system allows this]
- Include a short, plain language explanation of why the adjustment has arisen, either in the invoice itself or accompanying communication.

Repayment period

3.10. A retailer should state when the consumer must repay the undercharged amount.[14]

3.11. If the undercharging occurred over a period of less than six months, the retailer must give the consumer at least the same period of time to repay the amount.

3.12. These minimum repayment periods are intended to ensure that consumers are not asked to repay an undercharged amount more quickly than it accrued.[15]

3.13. If the undercharging occurred over a period of six months or more and comes within one of the exceptions in clause 11.32H(3), the consumer must be given at least six months to repay the amount.[16]

[13] Clause 11.32H(2)(b)
[14] Clause 11.32H(2)(c)
[15] Clause 11.32H(2)(b)(i)
[16] Clause 11.32H(2)(b)(ii)

Example of missed meter readings

A retailer identifies a consumer has been undercharged $250 over three months because of missed manual meter readings.

Before issuing the invoice, the retailer must make reasonable endeavours to contact the consumer, explain they have been undercharged $250, offer a payment plan and explain how to make a complaint.

The retailer must give the customer at least three months to repay (the same period of the undercharge, up to 6 months).

Example of tampering

A retailer has good reason to believe that the meter at a customer's premises has been tampered with during the last nine months due to irregular meter readings and photos and an incident report showing the tamper proof seals having been removed.

The retailer is able to invoice the customer for the full amount of the 9 months of undercharged use as a result. The retailer must contact the customer to explain the undercharged bill and offer them at least six months to repay the undercharged amount.

The six-month cap for back bills does not apply in this example because of the retailer's reasonable belief of meter tampering. The obligation to give the customer six months to pay still applies.

Allow payment by instalments

3.14. A retailer must tell the consumer that they may arrange payment in instalments by contacting the retailer.[17]

3.15. Retailers should make sure consumer-facing employees understand this requirement and are able to discuss payment arrangements clearly and authorised to agree these and apply them consistently.

Good practice

- Make it easy for consumers to request a payment plan
- Offer a range of reasonable instalment options where appropriate
- Train customer service employees to explain the available arrangements in plain language.

Interest must not be charged

3.16. A retailer must not charge interest on an undercharged amount.[18]

3.17. Any fees charged by a retailer must be reasonable,[19] and in accordance with any relevant terms and conditions of the retailer's contract with the customer. For more guidance on fees, see paragraphs 12.1 to 12.8 of the CCO guidelines.

Exceptions to the six-month cap

3.18. The six-month cap does not apply if the retailer holds a reasonable belief that the undercharged amount is due to one of these circumstances:[20]

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[17] Clause 1132H(2)(d)

[18] Clause 1132H(2)(e)

[19] Clause 68 of Schedule 11A.1

[20] Clause 11.32H(3)

Exemptions	When it may apply	Evidence retailers should hold
Consumer preventing meter reading	Consumer's conduct or omission prevented access	Records of access requests, dates, channels, response/non-response
Vandalism	Reasonable belief metering equipment was vandalised	Photos, technician notes, incident records
Meter installation issue + non-response	Meter issue plus three access requests over four months	Records of requests and technical issue
Deception	Reasonable belief electricity was obtained by deception	Investigation notes, any evidence supporting belief

Instances that are not covered by the exception

3.19. The exceptions in clause 11.32H(3) are narrow and apply only in the specific circumstances set out in the Code. Examples of situations that are generally not covered by the exceptions include:

(a) consumer move-ins and move-outs – consumption should be apportioned as normal but go back no further than six months for any one residential or small business customer.

(b) Upstream wash-ups, metering corrections, reconciliation adjustments, or other charges later passed through to the retailer by a distributor, meter equipment provider, or other service provider.

3.20. Retailers should have arrangements, systems and controls in place to identify billing and data issues as early as reasonably practicable, including processes for managing metering data quality, distributor reconciliation processes and downstream billing impacts.

3.21. Retailers should also consider how contractual arrangements, operational processes, service standards and dispute resolution mechanisms with distributors and meter equipment providers support timely identification and resolution of undercharging events.

Overcharging

3.22. The six-month time limit cap does not apply to instances of overcharging – consumers are still eligible for full credits or refunds where a retailer has overcharged the consumer and is obliged to refund or credit that amount.

Fault on the part of the consumer preventing meter readings[21]

3.23. The six-month cap might not apply where the retailer has been unable to obtain a meter reading due to fault on the part of the consumer.

3.24. The Code requires that at least three requests for access be made over a four-month period. In practice, these requests can occur in quicker succession than prior to each meter read – with multiple requests prior to one read via one or more text messages, emails, letters and/or phone calls for example.

[21] Clause 11.32H (3)(a)(i)

3.25. This will depend on the facts of the particular case. The retailer should be able to identify the conduct or omission by the consumer that prevented the meter reading from being obtained.

3.26. Retailers should take care not to rely on this exception unless the evidence reasonably supports that conclusion. It should not be the default where access is difficult.

Examples

- The consumer prevents access to the meter by installing a locked gate. The retailer contacts the consumer three times over the course of four months to arrange access for its meter reader but the consumer does not respond.
- The consumer interferes or tampers with the meter or metering installation.
- The consumer creates conditions at the premises which make meter access unsafe – for example failing to restrain dogs or the presence of building works.

Good practice

- Contact the consumer to discuss how to resolve access issues and explain how they can provide their own meter reading.
- Use positive language such as “help us bill you accurately and avoid a bill correction (high catch-up bill)”.

Vandalism[22]

3.27. The six-month cap may not apply where the retailer reasonably believes that the undercharged amount is due to vandalism affecting the metering installation or equipment, and that vandalism prevented accurate meter readings from being obtained.

3.28. A retailer must have an objectively reasonable basis for forming that belief. Relevant factors may include information from the meter equipment provider, evidence of meter tampering or damage, site inspections, abnormal metering data, or other operational evidence.

3.29. The Code does not require the retailer to establish that the consumer caused, contributed to, or was aware of the vandalism.

3.30. Retailers should nevertheless exercise reasonable judgement and discretion in the individual circumstances. For example, where the vandalism appears to have occurred in a location accessible to the public or where there is no indication the consumer was aware of the issue, a retailer may choose to limit recovery to six months.

3.31. Retailers should apply this exception consistently with the purpose of clause 11.32H, including reducing the risk of unexpected and unaffordable historical charges for consumers.

Example

A meter reading company visits a house to check why the smart meter is failing to communicate. The meter reader finds that the meter (which is behind a locked gate) appears to have been smashed. The retailer has reasonable grounds to believe that the meter has been vandalised and can charge for the seven months of electricity that has not been charged for, as the six-month cap does not apply. The billpayer still enjoys the other benefits, like the offer of a payment plan if they wish.

[22] Clause 11.32H (3)(a)(ii)

Metering installation issues and repeated non-response[23]

3.32. The six-month cap might not apply where there is:

(a) an issue with the metering installation and

(b) the consumer has failed to respond to at least three requests from the retailer or its agent over a period of four months for access to obtain a meter reading or to carry out repairs, replacement or certification.

3.33. The four months starts at the date of the first request for access.

3.34. Retailers should keep records of their communication attempts if relying on this exception.

Deception[24]

3.35. The six-month cap may not apply where the retailer holds a reasonable belief that the consumer obtained electricity through deception.

3.36. Retailers should exercise care before relying on this exception and should ensure the decision is supported by appropriate evidence.

Reducing the likelihood of undercharging

3.37. Retailers must take proactive measures to reduce the likelihood of undercharging occurring.[25] Retailers are expected to both respond appropriately once undercharging is identified and to take reasonable steps to prevent it from arising or continuing.

3.38. Proactive measures include, but are not limited to:[26]

(a) making reasonable endeavours to contact the consumer if the retailer has not been able to obtain a meter reading for more than four months;

(b) informing the consumer of the consequences of repeated estimated meter readings;

(c) informing the consumer that they may provide a meter reading and how to do so; and

(d) making reasonable endeavours to resolve any technical or access issues that may prevent the retailer from obtaining a meter reading.

Missing meter readings[27]

Requirements

- Notify the consumer that actual readings have not been obtained for an extended period;
- Explain to the consumer why that matters for billing accuracy; and
- Seek to arrange access or obtain a consumer-provided reading.

[23] Clause 11.32 (3)(a)(iii)

[24] Clause 11.32 (3)(b)

[25] Clause 11.32I

[26] Clause 11.32I (1)

[27] Clause 11.32I (1)(a)

Repeated estimated readings[28]

3.39. Retailers must tell consumers about the consequences of repeated estimated meter readings.

Allowing consumers to provide meter readings[29]

3.40. Retailers must tell consumers that they may provide their own meter reading and explain how to do so.

> **Good practice**
>
> Provide guidance on how to safely and accurately read the different types of meters, such as smart, digital, dual rate and dial meters. Include an example picture of each meter type and the corresponding reading and any numbers that should be ignored.
>
> Offer more than one way for a consumer to submit a reading, such as via:
>
> - Online portal
> - Mobile application
> - Phone
> - Email.

Resolving technical or access issues[30]

3.41. Retailers must make reasonable endeavours to resolve technical or access issues that may prevent meter readings from being obtained.

3.42. This may require coordination with MEPs, meter reading agents or the consumer, depending on the issue.

Consumers without smart meters[31]

3.43. For any consumers without a smart meter, the retailer must tell them:

(a) the requirement in clause 11.32H(1) (the six-month cap)

(b) the date from which the retailer is subject to that requirement, and

(c) the premises the information relates to.

3.44. This requirement seeks to ensure consumers who rely on manual meter readings know about the protections that apply.

3.45. Retailers may also provide this information to other consumers, as there may be other issues that cause back bills to occur.

3.46. There is no requirement for how frequently this communication should occur, but it may work best at onboarding and then at the annual Consumer Care check in.

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[28] Clause 11.32I (1)(b)

[29] Clause 11.32I (1)(c)

[30] Clause 11.32I (1)(d)

[31] Clause 11.32I(2)

Good practice

Retailers may choose to provide information about the six-month cap through:

- Onboarding or welcome communications
- Billing communications
- Email notifications
- Customer portal messages
- Annual Consumer Care check in
- Better plan messages.

4 Information on how to save money on a time-varying plan

Part 11A of the Code: Clause 11A.16

Purpose

These provisions help customers make effective use of time-varying pricing plans after they have had some experience on the plan. Time-varying plans can help customers reduce their electricity costs by shifting when they use or inject electricity. However, some customers may need further information and a reminder after having had the chance to experience how the plan works.

Providing follow-up information after three months helps customers identify the behaviours and tools that may help them get the most out of their plan and improve customer confidence in trying newer pricing products.

Requirements

Three months after a customer signs up to a time-varying pricing plan, the retailer must provide information to the customer on how to maximise financial savings from that plan.

Definitions

A **time-varying pricing plan** means "a pricing plan for which the rates charged for electricity supplied to the consumer vary in respect of consumption or injection depending on when that consumption or injection occurs and, in respect of a pricing plan offered by a retailer, in a manner that provides a financial benefit to each customer for consumption and injection patterns that reduce pressure on system costs"[32]

A **time-of-use** plan is an example of a time-varying pricing plan where electricity is charged at different rates depending on the time of day or day of the week. Electricity used at peak times usually costs more on this type of plan. Off-peak, shoulder and night rates generally have lower rates.

Retailer obligations

4.1. A retailer must provide information to customers on how to maximise financial savings on time-varying pricing plans three months after signing up to a time-varying plan or switching from a traditional plan to a time-varying plan, or switching from one type of time-varying plan to another. The information should be relevant to the specific time-varying pricing plan the customer has agreed to.

4.2. This obligation is in addition to any information the retailer has already provided at sign-up or during the contracting process.

4.3. The Code does not prescribe a particular format for this information on how to maximise financial savings. Retailers may choose the format, tone and channel that best suits their customers and products, provided the information helps the customer understand how to maximise financial savings under their time-varying plan.

4.4. "Three months after" does not need to mean exactly three calendar months to the day. Retailers may align the communication with the nearest billing cycle or customer

[32] Clause 1(1) of the Code

communication cycle, provided the information is provided at around the three-month point and after the customer has had a reasonable opportunity to experience the plan.

4.5. Pointing customers who are digitally engaged to a retailer's self-service digital tool which includes this information is acceptable, provided that there is an alert or notification at around the three month mark that does so. Customers who do not use digital tools should be provided the information through another mechanism.

4.6. Retailers are not required to provide personalised analysis of the customer's actual usage or savings. However, where feasible, retailers may choose to provide tailored or usage-based information to make the communication more useful.

4.7. The information should be clear, practical and easy to act on. Retailers should focus on the features of the customer's plan that are most likely to affect savings.

Good practice

- Clearly reminding the customer how the plan works
- Focus on the main savings opportunities for that plan type
- Give practical examples that are realistic for households
- Point customers to tools, apps, dashboards or calculators that may help
- Encourage customers to seek support if they are unsure if the plan suits them
- Pitch the information to the audience – some customers will want technical detail, while others won't.

4.8. Examples of the type of communication retailers could provide are provided below – but the form and style is not mandated.

Example A: Traditional time-of-use plan

A retailer sends the following message three months after the customer joins a time-of-use plan:

"You've been on our [plan name] for three months. This plan gives you cheaper power between 9pm and midnight, so using electricity at these times can help lower your bill.

A few easy ideas

Big appliances make the biggest difference – especially ones that run for a long time. If it works for your household, you could try:

- **EV charging**: Set your car or charger to start charging overnight or during cheaper hours
- **Heating**: In winter, use a timer so your heat pump warms your home during cheaper hours when you'll be home
- **Dishwashers**: Use the delay start so it runs when power is cheaper
- **Washing and drying**: Run loads overnight or on weekends where practical
- **Hot water and heating**: If you have timers or smart controls, use them to avoid peak-time where it's safe and practical
- **Cooking**: Slow cookers or batch cooking during cheaper times can help too.

You don't need to change everything – even one or two small shifts can help.

Tools to help you

With our [app/online account/usage dashboard], you can:

- See whether it’s currently peak or off-peak
- Check your power use by time of day
- Set handy alerts or reminders
- Try our [load shifting / savings calculator / smart scheduling tool] to see where you might save by shifting usage.

Making it work for your household

The best plan is one that fits around real life. Start small and pick one or two changes that feel easy for everyone at home.

Check how you’re tracking

You can check your use and plan details:

- In our app or online account
- On your power bill, including comparisons with past periods
- On your meter, if you use meter reads at home
- Through tools like [retailer tool name]

If you’re unsure whether this plan is right for you, or you’d like help understanding your options, we’re here to help. Contact us on 0800-XXX XXX or visit [link].”

This example is likely to meet the requirement because it is timely, plan-specific and provides practical information on how the customer might maximise savings.

Example B: Plan with free hours

A retailer sends the following message three months after a customer joins a plan that includes free hours:

“You’ve been on our [plan name] for three months. Your plan includes free electricity from [time] to [time] each day. Here are some ideas to help you get the most value from that feature.

Your plan

You are on our [plan name]. Your plan includes:

- Peak pricing: [insert times and rates if relevant]
- Off-peak pricing: [insert times and rates if relevant]
- Free hour(s): [insert selected free period]

Making the most of your free hour(s)

You may get more value from your plan if you can use some higher-consumption appliances during your free hour(s), where it is safe and practical to do so. Depending on your household, this could include using your free hour(s) for:

- Charging an EV
- Heating or cooling your house
- Running the dishwasher
- Doing a load of clothes washing and/or drying
- Cooking
- Using other flexible appliances that can be timed to start during the free period.

Tools that can help

You can use our app / online account to:

- Confirm your selected free hour(s)
- See your usage during that time
- Change your selected free period, if your plan allows that
- Use our [usage insights / savings tool / shift planner] to see how much of your usage falls in the free period

Tips for getting more value

Households often get the most from free-hour plans when they:

- Set a reminder for each time free hour(s) start
- Use timer functions or delay-start settings
- Plan one or two regular tasks during the free hour(s)
- Avoid trying to move everything at once
- Review whether the chosen free hour(s) still suits their routine
- Book their free hours in advance, based on what they have coming up.

Need help?

If you would like help understanding how to use the free hour more effectively, or you want to check whether another plan may suit you better, contact us on [number] or visit [link]."

This example is useful because it focuses on the specific savings features of plans with free hours.

Example C: More tailored communication

A retailer with suitable systems chooses to send a more tailored message based on the customer's recent usage patterns, such as:

"You've been on our [plan name] for three months. Your plan includes:

- Peak pricing: [insert times and rates if relevant]
- Off-peak pricing: [insert times and rates if relevant]
- Free hour(s): [insert selected free period, if any]

We've now got a better picture of how you're using electricity on this plan. Here are a few tips that may help you get more value from it.

What we can see so far

Over the last three months:

- Around [x]% of your usage was during peak periods
- Your highest-use times were [insert broad period, for example 6pm–9pm]
- Your usage pattern suggests you may be able to save more by shifting some flexible activities outside peak periods.

The biggest opportunities

Based on common household usage patterns, some of the best opportunities to shift flexible usage may be:

- EV charging

- Heating and cooling
- Dishwashing
- Clothes washing and drying
- Water heating, where timing or control options are available
- Other appliances with delay-start or scheduling functions.

Tools and support

To help you make the most of your plan, you can:

- View your usage by time of day in our app or online account
- Use our [usage comparison / savings estimator / load shifting tool]
- Set notifications or reminders for off-peak periods
- Contact us if you'd like help reviewing whether this plan still suits your household

Next steps

Rather than changing everything at once, try shifting one or two regular tasks over the next few weeks and then check your usage again.

If you'd like to discuss your options, contact us on [number]."

This is a strong example because it goes beyond the minimum requirement, but it is a useful model for retailers with the capability to provide tailored prompts. It uses customer information in a practical way, highlights likely savings opportunities, and encourages a manageable next step.

5 Retailer to publish plan catalogue

Part 11A of the Code: Clause 11A.17

Purpose

These provisions improve transparency and make it easier for customers to understand the range of plans offered by their retailer and their prices. A clear and up-to-date plan catalogue can help customers compare the different plans offered by their retailer, understand key features of each plan, and identify whether another plan may better suit their circumstances.

It also supports comparison services, consumer advisers and other third parties acting on behalf of customers by making plan information more accessible and more consistent.

Requirements

Each retailer must publish and keep updated a plan catalogue containing:[33]

- the name of every generally available retail tariff plan (as defined in Part 1 of the Code) the retailer offers,
- the product identification code for each generally available retail tariff plan,
- the structure of, and prices available under, every plan including goods and services tax (GST), if any, and
- a high-level summary of how the plan is tailored for different customers.

The retailer must not charge any fee to access the plan catalogue.

Format and style of the plan catalogue

5.1. The plan catalogue should be easy to find, easy to navigate and easy to understand.

5.2. The Code requires the catalogue to cover every generally available retail tariff plan. It does not require retailers to include plans that are no longer generally available to new customers (legacy plans) even where those plans remain applicable to existing customers.

5.3. The Code does not prescribe a particular format for the catalogue. Retailers may choose to provide the required information through a static list, searchable database, interactive tool, or other digital interface.

5.4. Retailers may use information such as an ICP, physical address, network region, and/or postcode to help identify and present the plans available to a particular consumer, provided the information required by clause 11A.17 remains available free of charge.

5.5. Where a retailer uses an interactive or personalised interface, the retailer should ensure that consumers are able to readily identify all generally available plans for which they are eligible, rather than only a selected subset of plans.

5.6. Retailers should also ensure that the interface does not unnecessarily restrict discoverability, comparability, or consumer understanding of available options.

5.7. Where a retailer has a large number of plan variants by region, meter type or other features, the catalogue may use filters or prompts to help a customer identify the plans

[33] Clause 11.17

relevant to their circumstances. However, the design should not make the required information difficult to access.

5.8. Prices published in the plan catalogue must include GST, if any. This is important for comparability.

5.9. The catalogue should clearly distinguish between:

(a) the structure of the plan, such as fixed charges, variable charges, time-varying periods, export rates, or bundled features; and

(b) the actual prices available under the plan.

5.10. Where special prices, temporary offers, or conditional discounts apply, the retailer should explain the relevant conditions clearly so that customers can understand when the price applies and what they must do to receive it.

5.11. The high-level summary of how a plan is tailored for different customers should be short, accurate and informative. It should help a customer understand the broad type of household or usage pattern the plan may suit, without overstating any likely savings.

5.12. The Code requires the catalogue to be kept updated. Retailers must update the catalogue as soon as reasonably practicable after plan, price or relevant feature changes.

Good practice

Good practice may include:

(a) publishing the catalogue on a prominent page of the retailer’s website;

(b) allowing customers to filter by address, meter type, solar capability, EV ownership or other relevant characteristics;

(c) using a consistent format across plans so that customers can compare them more easily;

(d) clearly identifying whether a plan includes time-varying prices, free periods, fixed-term commitments, export credits or bundled services; and

(e) linking from the catalogue to fuller plan terms and conditions.

A simple plan catalogue entry might include:

- plan name
- product identification code
- fixed daily charge
- variable usage charge or charges
- time periods if applicable
- export rate if applicable
- whether the plan is fixed term
- a short statement such as: “May suit customers who can shift some usage outside peak times”.

5.13. Information and guidance about product identification codes can be found in chapter 11.

6 Retailers must not charge a fee to change pricing plan

Part 11A of the Code: Clause 11A.18

Purpose

These provisions aim to reduce barriers that prevent customers from moving to a more suitable pricing plan with their existing retailer.

Customers should be able to respond to changing circumstances, try different plan types and move to a plan that better suits their usage without facing internal switching fees.

This is particularly important where a retailer offers a range of plans, including time-varying or more innovative products. Reducing internal switching barriers can support competition on value and service, reduce loyalty penalties and make it easier for customers to move to a better option within the same retail group.

Requirements

- A retailer must not charge any customer a fee to change from one of the retailer's pricing plans or product offerings to a different pricing plan or product offering from the same retailer.
- For the purposes of clause 11A.18, "the same retailer" includes subsidiaries where the customer is changing between different brands or businesses operated by the same retailer.
- A retailer may charge a fee only to recover a reasonable unrecovered amount attributable to the cost of any goods or services provided free of charge, or at a discounted rate for a limited period, when the customer signed up to that pricing plan.

Retailers must not charge a fee to change plans

6.1. A retailer must not charge any customer a fee to change between plans or product offerings offered by the same retailer, including changing between offerings by any subsidiaries or different brands operated by the same retailer.

6.2. Retailers must not charge a fee when a customer exits a fixed-term pricing plan and moves to another pricing plan or product offering with the same retailer.

6.3. Retailers must not characterise ordinary administrative or internal switching costs as a fee payable by the customer for changing plans within the same retailer.

Retailers may only charge a fee to recover a reasonable unrecovered amount from a sign-up enticement

6.4. However, a retailer may charge a fee to recover the reasonable amount attributable to the cost of any goods or services provided to the customer free or charge, or at a discounted rate for a limited period, on sign up. For example, this may include:

(a) **Free goods** - such as a free television, fridge or EV charger when signing up for a 24-month plan

(b) **Credits on services** – such as a $100 credit on electricity when signing up for a 12-month plan

(c) **Credits on bundled services** - such as a $200 credit on broadband and electricity when signing up for a bundle for 12 months.

6.5. Where a retailer seeks to rely on clause 11A.18(4), the amount charged must be limited to the reasonable amount the retailer has not been able to recover during the time the customer remained on that pricing plan.

6.6. Any contract end date and any exit fee must be included on every invoice to provide visibility for customers.

This restriction does not apply to switches to a different retailer

6.7. This prohibition does not relate to fees that may apply where a customer switches to a different retailer. Any such fees remain subject to other applicable Code requirements and customer obligations regarding reasonable and cost-reflective fees.

Good practice

(a) Make internal plan changes simple and easy for customers

(b) Clearly explain at sign-up whether any goods, services, or discounts being provided could give rise to a recoverable amount under clause 11A.18(4)

(c) Ensure any amount charged under clause 11A.18(4) is transparent, evidence-based, and proportionate

(d) Keep records to show how any such amount was calculated.

Example: No fee for internal plan change with another brand operated by the same retailer

A customer moves from a standard anytime plan to a time-of-use plan offered by another brand operated by the same retailer. No sign-up goods or temporary discounted services were provided when the customer joined the original plan. The retailer must not charge a fee for that change.

Example: No fee for internal plan change from a fixed term plan

A customer moves from a 24-month fixed term plan to a standard anytime plan with the same retailer. No sign-up goods or temporary discounted services were provided when the customer joined the fixed term plan. The retailer estimates it costs $150 in internal administrative costs to switch the customer. The retailer must not charge a fee for that change.

Example: Limited recovery of sign-up incentive

A customer received a $240 sign-up credit when joining a 12-month broadband and electricity bundle. After six months, the customer changes to a different pricing plan offered by another brand operated by the same retailer. The retailer may seek to recover only a reasonable unrecovered amount attributable to that sign-up incentive. For example, if half of the benefit has effectively been recovered over the six months the customer remained on the original plan, a proportionate unrecovered amount may remain; in this case 6/12 months applied to a $240 credit would reasonably leave $120 unrecovered by the retailer.

Retailers must ensure any such recovery is reasonable and can be justified.

7 Consumer Care Obligations annual check-in

Part 11A of the Code: Schedule 11A.1, clauses 16 and 17

Purpose

The annual check-in is an existing customer contact point that is also now an opportunity to support customers to better understand their current plan and identify whether another plan may better suit their needs. The amendments strengthen this communication by requiring retailers to direct customers to their plan catalogue and to provide a better plan message.

Requirements

At the Consumer Care Obligations annual check-in, the retailer must:

- advise customers of the existence of the retailer's plan catalogue
- provide the customer with a better plan message.

Catalogue

7.1. When advising a customer of the existence of the plan catalogue, retailers should also explain how the customer can access it. This may include providing a direct link, a QR code or clear navigation instructions.

7.2. The annual check-in is a useful opportunity to present this information in a simple and action-oriented way. Retailers should avoid burying the plan catalogue reference in dense or generic text.

Better plan

7.3. Further information about the better plan requirement is provided at chapter 12 below.

8 Provide better plan advice when customers enquire with retailers

Part 11A of the Code: Schedule 11A.1, Clause 17A

Purpose

These provisions ensure that when a customer actively seeks help about their electricity costs, usage, invoice or pricing plan, the retailer gives practical and relevant information that supports informed decision-making.

These interactions are important opportunities to help customers better understand their options, including whether another offering, pricing plan or payment arrangement may better suit their current household circumstances. The purpose is to give clear, relevant and useful information that helps the customer make a more informed choice.

This requirement also supports enhancing consumer outcomes by improving bill understanding, helping customers identify suitable options, and making it easier for them to compare plans when they wish to do so.

Requirements

If a customer requests information or advice about reducing their electricity expenditure, reducing their electricity consumption, or any other matter reasonably relating to their invoice or pricing plan, the retailer must:

a) advise the customer of the retailer's available product offerings, related pricing plans, and payment options that are relevant to the customer's current household circumstances;

b) use reasonable endeavours to help the customer understand the most suitable option for their current household circumstances, including:

I. any conditions the customer must meet to obtain the greatest benefit, and

II. any drawbacks of a particular option, including any fees the customer may incur, and

III. provide information about one or more electricity plan comparison platforms.

Advice given under this clause does not replace the retailer's separate obligation to provide an annual better plan message under clause 8 of Schedule 11A.2.

When this requirement applies

8.3. Clause 17A applies when a customer asks for help or information about matters such as:

(a) how to reduce their power bill

(b) how to reduce their electricity use

(c) whether another plan may suit them better

(d) why their bill is high

(e) what payment options are available

(f) whether there are cheaper or more suitable options

(g) questions about fees, charges or how their pricing plan works

(h) other matters reasonably related to their invoice or pricing plan.

Examples of enquiries that would usually trigger clause 17A

- "My power bill has gone up a lot. Is there anything I can do?"
- "Do you have a cheaper plan for my household?"
- "Can you explain whether this plan still suits me?"
- "What can I do to lower my electricity costs?"
- "I am struggling with these bills. Are there other payment options?"
- "Would I be better on a different plan?"
- "Can you help me understand whether this low-user plan is still right for me?"
- "We have just bought an EV. Is this still the best plan for us?"

Enquiries that may not, by themselves, trigger clause 17A

Not every customer contact about an invoice will trigger the clause. For example, these enquiries on their own would not:

- a request for a copy of an invoice
- a correction of contact details
- a question about whether payment has been received
- a report of a billing system error with no request for broader advice.

However, if those interactions develop into a discussion about costs, usage, payment options or plan suitability, clause 17A may then apply.

Explain relevant offerings, pricing plans and payment options

8.4. The retailer must advise the customer of the available product offerings, related pricing plans, and payment options that are relevant to the customer's current household circumstances.

8.5. The retailer should not simply provide a generic list of every product available in its portfolio. The information and advice must be reasonable tailored to what appears relevant for that customer.

8.6. Relevant circumstances may include indicators that a customer may benefit from a particular pricing structure, product feature or payment arrangement. This may include whether the customer household size or composition and whether the customer:

(a) has experienced material changes in electricity usage patterns

(b) has an EV, solar, battery, electric hot water system or other distributed energy resource

(c) appears able to shift electricity usage away from peak periods

(d) may benefit from time varying, demand-responsive or off-peak pricing structures

(e) is on a legacy that may no longer suit their circumstances or usage profile

(f) prefers or requires a particular payment arrangement or billing frequency.

8.7. The Authority does not expect retailers to undertake exhaustive modelling or provide whole-of-market comparison advice. The expectation is that retailers take reasonable steps to identify and explain the product offerings, pricing plans and payment arrangements within their portfolio that are likely to be relevant and beneficial for that customer.

8.8. Retailers may use reasonable indicators, consumption information, customer interactions, or known household characteristics to support this assessment.

Help the customer understand the most suitable option

8.9. The retailer must use reasonable endeavours to assist the customer to understand the most suitable option for their current household circumstances.

8.10. This does not require the retailer to guarantee a single “best” outcome in every case. It does require a genuine and practical effort to help the customer understand which option or options are likely to suit them, and why.

8.11. This must include advice about:

(a) the likely benefits of an option

(b) the conditions the customer must meet to get the greatest benefit

(c) the drawbacks or trade-offs

(d) any fees the customer may incur.

Good practice

Explain:

- what type of household an option tends to suit
- what the customer would need to do for the option to work well
- when an option may not suit the customer
- any lock-in features, eligibility requirements, pricing conditions or fees.

For example, if discussing a time-varying pricing plan, the retailer should explain not only the lower off-peak prices, but also that the customer may benefit most only if they can shift enough usage away from peak periods which may be charged at a higher rate than on an anytime plan. If there are exit fees, fixed-term conditions or any metering installation requirements, these should be explained clearly.

Provide information about electricity plan comparison site(s)

8.12. The retailer must provide information about the Authority’s plan comparison and switching tool billy.govt.nz. The retailer may also include other comparison platforms but is not required to do so. Refer to chapter 13 for further information.

8.13. This is intended to support consumer choice and independent comparison. Retailers should provide this information in a clear and practical way, including how the customer can access the platform(s).

Reasonable endeavours

8.14. “Reasonable endeavours” requires more than a template scripted response. Retailers should take practical steps, appropriate to the interaction and the information available, to help the customer understand suitable options. What is reasonable will depend on the circumstances, including:

(a) the nature of the customer’s question

(b) the communication channel used

(c) the information already known about the customer

(d) the apparent complexity of the customer's situation

(e) the products and payment options available.

8.15. Reasonable endeavours may include:

(a) offering to review the customer's current plan and recent usage

(b) asking a small number of relevant questions to better understand current household circumstances

(c) explaining key differences between relevant options

(d) identifying conditions, trade-offs or fees

(e) directing the customer to further information or a specialist team where needed

(f) confirming the advice in writing after the interaction.

8.16. Reasonable endeavours do not require a lengthy advisory process in every case. The response should be tailored, useful and directed to helping the customer understand relevant options.

Relationship with the better plan message requirement

8.17. Advice under clause 17A is separate from the retailer's obligation to provide an annual better plan message under clause 8 of Schedule 11A.2.

8.18. The annual better plan message is a separate regulatory requirement with its own purpose and timing. A retailer cannot rely on an ad hoc conversation under clause 17A as a substitute for that annual obligation.

8.19. At the same time, a clause 17A interaction may be a good opportunity to reinforce or explain any relevant better plan information, where appropriate.

Operational guidance for retailers

8.20. Retailers should ensure their frontline staff, digital channels and specialist teams can identify when clause 17A applies and respond consistently.

Good operational practice

Retailers should consider:

- training frontline staff to recognise enquiries that trigger the requirement
- using prompts or decision trees in customer systems
- ensuring staff can access current information on product offerings, pricing plans, payment options, fees and comparison platforms
- enabling staff to record what information was provided
- having escalation pathways for more complex customer situations
- providing follow-up information in writing where appropriate.

Retailers should also ensure that scripts, templates and digital journeys do not reduce compliance to a generic response. The obligation is to provide relevant and useful information based on the customer's current household circumstances.

Example 1: Customer asks why their bill is so high

A customer contacts the retailer and says: "My bill is much higher than usual. Is there anything I can do to bring it down?"

The retailer reviews the customer's recent usage, explains that winter usage has increased and discusses two relevant options:

- a different pricing plan that may better suit the customer's pattern of evening use; and
- a payment arrangement that allows smoother payments over time.

The retailer explains the likely benefit of the alternative plan, notes that it may only be advantageous if the customer can reduce peak-time use, and tells the customer about any fees or conditions. The retailer also gives the customer information about the electricity plan comparison platform billy.govt.nz.

This would generally meet the requirements of clause 17A.

Example 2: Customer asks about reducing usage

A customer says: "We've just bought an EV and we want to know whether there's now a better plan for us."

The retailer explains the customer's current plan and a relevant time-varying pricing option. The retailer explains that the alternative plan could be beneficial if the customer mainly charges overnight, but may not provide the same benefit if charging mostly occurs during peak times. The retailer also explains any eligibility requirements, fees or conditions, and provides information about the comparison platform billy.govt.nz.

This would generally meet the requirements of clause 17A.

Example 3: Customer asks about payment difficulties

A customer says: "I'm struggling to keep up with these bills. What options do I have?"

The retailer explains available payment options relevant to the customer's situation, including payment arrangements and any other relevant product offerings or pricing plans. The retailer uses reasonable endeavours to help the customer understand which options may best suit their circumstances, including any drawbacks or fees, and provides information about billy.govt.nz.

This may also overlap with other obligations, including obligations under Part 6 of Schedule 11A.1 relating to customers experiencing payment difficulty.

Example 4: What <u>not</u> to do

A customer asks whether there is a better option for their household. The retailer responds by sending a generic marketing link to all current products without explaining which options may be most relevant, what conditions apply or what drawbacks or fees may arise. The retailer does not provide any comparison platform information.

This would be unlikely to meet the requirements of clause 17A.

8.21. Further information about the annual better plan requirement is provided at chapter 12 below.

9 Billing standards

Part 11A of the Code: Schedule 11A.2, Part 1

Billing standards requirements

Billing standards include the following two key elements:

1. A codified set of general principles that apply to billing design across the sector.
2. A list of mandatory information that must be clearly and prominently presented in all billing communications.

Purpose

Billing standards aim to make billing clear and comparable across all channels so that consumers have the information they need to:

- understand their plans and their usage
- seek help or change plans or retailers.

The general principles help make this information accessible and easy to find for consumers with different needs and abilities, while allowing retailers flexibility in how they design their bills to best suit their customers and innovate over time.

Requirements for general principles

The billing standards set out how invoices must present information to customers. The standards focus on clarity, consistency, accessibility and transparency of pricing information.

Invoices must be developed using three key design principles:

1. Plain language
2. Customer comprehension
3. Prominence of mandatory information.

Key design principles

9.1. The three key design principles support the purpose of the billing standards to ensure electricity bills are clear, accessible and easy for consumers to understand.

9.2. Retailers have flexibility in how they design invoices. However, invoices must follow these principles in practice.

A. Plain language requirements[34]

9.3. Consumers should not need specialist knowledge of the electricity sector to understand their bill.

9.4. Retailers must avoid unnecessary technical or industry terminology. Where technical terms are used, these should be clearly explained.

Good practice

[34] Schedule 11A.2 (2)

Retailers must present information using plain language and consumer-friendly terms, such as:

- avoiding technical or industry terminology, where possible
- explaining terms that consumers may not understand
- using short sentences
- using everyday language instead of technical wording, where possible.

Example of plain language

Instead of: "Consumption charges have been calculated using a variable tariff schedule."

Consider: "Your electricity use this month was charged using the rates shown below."

Example of explaining terms consumers may not understand

ICP: 1000821231AN-816. Keep this Installation Control Point number handy if you're switching power companies as it identifies your electricity connection.

9.5. Retailers should aim to use language that is understandable to most New Zealand consumers, including people for whom English is not their first language.

9.6. Where technical terms are used, retailers should:

(a) write the term in full

(b) provide a short explanation where helpful

(c) consider whether icons, labels or visual cues would improve understanding.

9.7. Retailers may wish to test invoice language through consumer testing or readability checks.

B. Customer comprehension[35]

9.8. Invoice information must be presented in a way that it is simple and easy for customers to understand key information on their bill, such as:

(a) the total amount owed

(b) the payment due date

(c) how their charges were calculated

(d) how their usage compares with previous periods.

Good practice to improve customer comprehension

- Use clear headings and logical sections
- Group related information together
- Use visual aids such as tables, icons or charts
- Present key information at the top of the invoice
- Consider if non-mandatory information can be removed to keep bills simple.

[35] Schedule 11A.2 (3)

9.9. Retailers should also consider how invoices appear in different formats, including:

(a) printed invoices

(b) PDFs

(c) online portals

(d) mobile formats.

9.10. Information should remain clear and easy to understand across all formats.

C. Prominence of mandatory information[36]

9.11. Mandatory information listed (in clause 5 of Schedule 11A.2 of the Code and described below) must be prominently displayed and easy to locate.

9.12. Prominent means the information is presented in a way that a typical consumer is likely to notice and understand without needing to search extensively, navigating multiple pages or screens to find mandatory information.

Good practice

- Place key billing information on the first page of the invoice where possible
- Use headings or highlighted sections for critical information
- Use text size and contrast to make important information easy to read
- Consider using a monospace font to make letters and numbers more readable
- Group required information in a logical order.

9.13. Mandatory information will usually appear at the beginning of a digital invoice and on the first page of printed or PDF invoices. Information may extend over more than one page if needed, provided it remains clearly structured and easy to find.

9.14. Retailers can choose how to group and order the mandatory information. They may include additional information alongside the mandatory content.

9.15. Retailers should carefully consider formatting, layout and sequencing so that important billing information is given appropriate prominence.

9.16. Retailers may use different invoice formats for different services or customer types. For example, customers with bundled services may require additional information.

9.17. Refer to the exemplar bills in chapter 10 below for ideas.

Good practice

- Use consumer research, usability testing and customer feedback to ensure invoices are clear and easy to understand.
- Test with a range of consumers, including those with lower financial or digital literacy to identify opportunities to improve invoice design.

Examples of accessible bills

[36] Schedule 11A.2 (4)

- Clear, easy-to-read fonts
- Headings stand out clearly
- Sufficient white space
- Strong contrast between text and background, particularly for consumers with low vision.

Sources and supporting documentation

9.18. These guidelines draw on recognised communication and billing design resources, including:

(a) the Plain Language Act 2022 guidance[37]

(b) the Write Group document layout checklist[38]

(c) the Australian Energy Regulator's Better Bills Guidelines and associated behavioural research.[39]

9.19. Retailers may wish to consider recognised accessibility guidance, such as Web Accessibility Standard and guidelines for producing clear print to enhance accessibility.[40]

Mandatory information on invoices

Part 11A of the Code: Schedule 11A.2, Part 2

Purpose

Billing standards aim to make billing clear and comparable across all channels so that customers have the information they need to understand their plans and their usage and seek help, or change plans or retailers.

Mandatory information on invoices (including GST where applicable)

- Customer's account number
- The customer's ICP identifier clearly labelled "ICP" followed by the customer's ICP identifier
- Retailer's identifying information such as trading name and/or brand name and a link to or information about how to contact the retailer
- Due date(s) for payment
- Total amount owed in dollars
- Breakdown of how total amount owed in $ was calculated including:
  - the amount the customer owes for the invoicing period in dollar figures with reference to the invoicing period and number of days
  - any credits, reversals and discounts that the retailer applied, in dollar figures

[37] Plain Language Act 2022: Guidance for agencies - Te Kawa Mataaho Public Service Commission

[38] Checklist of document layout

[39] Better bills guideline | Australian Energy Regulator (AER)

[40] NZ Government Web Standards | NZ Digital government

- if applicable, any overdue amounts the customer owes in dollar figures and the invoicing period the overdue amounts relate to
    - if the customer has received bundled goods or services, the amounts the customer owes in dollar figures for each good or service for the invoicing period
    - consumption amount including but not limited to peak, off-peak, or shoulder periods in kWh or MJ where applicable
    - any injection amount including but not limited to peak, off-peak, or shoulder periods in kWh or MJ where applicable
    - the rate or rates charged for electricity supplied including rates charged per kWh (such as night, daily, anytime rates) and any fixed rates or fixed or variable charges (such as a daily fixed charge
    - a comparison between the customer's consumption and injection for the current invoicing period and at least one previous period including both kWh or MJ and dollar figures
- If the retailer seeks to recover an undercharged amount (back-bill)
    - the amount to be recovered in dollar figures
    - the due date for payment
- Payment options available or advice on where to find information about them
- Whether the total amount owed is based on a meter reading or an estimate reading.
- If the total amount is based on an estimated reading, include:
    - a statement that the amount is "based on an estimated reading"; and
    - include a link to or information about how the customer may submit a customer meter reading
- Product identification code
- Pricing plan name
- Contract end date (if any)
- Contract exit fee in $ (if any)
- A link to or information about Utilities Disputes Limited
- A link to the Authority's comparison and switching site (Billy) using the wording prescribed by the Authority and published on the Authority's website (and in this guidelines).

In addition, retailers must meet IRD requirements including:

- Retailer's GST number
- Invoice date

For GST registered buyers where invoices are over $1,000:

- Buyer's name plus address and/or phone number and/or trading name and/or NZ business number and/or URL address

Goods and services tax

9.20. All tariff amounts, prices and charges presented to residential customers must be displayed inclusive of GST, if any.[41] GST must be displayed on each line, rather than just at the total level. Customers should not be required to calculate GST themselves, convert GST-exclusive rates, or infer the final payable amount.

9.21. Refer to the exemplar bills described in the next chapter and placed on the Authority's website for examples of how this could be displayed.[42]

Presentation of GST

9.22. All residential consumer-facing tariffs and rates must be displayed inclusive of GST, including:

(a) daily charges

(b) variable consumption charges

(c) time-of-use pricing

(d) controlled load pricing

(e) EV charging tariffs

(f) demand-based charges (where applicable)

(g) Levies (e.g. the Electricity Authority Levy), if billed separately

(h) bundled service components shown separately.

Internal calculation systems may remain GST exclusive

9.23. Retailers may continue to:

(a) store tariffs in their billing and customer systems exclusive of GST

(b) undertake settlement calculations exclusive of GST

(c) perform reconciliation GST exclusive

(d) maintain existing accounting architectures.

9.24. The Code does not require retailers to redesign back-end or accounting systems.

Rounding

9.25. The legally authoritative amount is the final rounded payable amount shown on the bill. Displayed unit rates and charges are consumer-facing representations and may involve rounding for presentation purposes.

9.26. Minor variances resulting from rounding methodologies are acceptable where they are transparent, consistent and immaterial. Retailers may wish to include a disclaimer about this rounding such as: "GST has been calculated for each price shown. As a result, total amounts may differ slightly due to rounding."

Non-GST-registered customers

9.27. Credits for any excess or alternative energy generated and exported by the customer by solar, wind, batteries or mini-hydro generation should be billed exclusive of GST unless the customer is GST registered and has provided their GST number. Many residential customers will not be GST registered and therefore GST should not be included for their

[41] Part 11A of the Code: Schedule 11A.2, Part 2. 5(2).

[42] Improving electricity billing in New Zealand | Our consultations | Our projects | Electricity Authority

exports but only for their consumption. A retailer may wish to include a statement to the effect: “Import charges shown on this bill include GST. Solar export credits are GST exclusive unless you have notified us that you are GST registered.”

GST-registered customers

9.28. Where customers are GST registered for the sale of electricity, the GST on the purchase of electricity from the grid and the GST on the sale of electricity to the grid should be calculated and displayed separately.

9.29. GST should be calculated separately for the sale of electricity and for the purchase of electricity, rather than the net amount owing. Bills should clearly distinguish export credits from GST-inclusive import charges. This reflects the underlying tax position that the consumer is supplying electricity to the retailer or electricity system.

9.30. Where a consumer is GST registered and supplying exported electricity as part of a taxable activity the consumer should inform the retailer of their GST registration status and is responsible for meeting their GST obligations, including returning GST to Inland Revenue.

9.31. Retailers may apply GST to these export credits and display them GST inclusive, provided the GST treatment is transparent and accurate.

9.32. Retailers should maintain appropriate processes to record GST registration status, apply the correct GST treatment and ensure billing outputs remain consistent with tax obligations.

9.33. Retailers should seek advice from their own accounting professionals or refer to IRD guidance for further information.[43]

Estimated vs actual read

9.34. The Code requires retailers to use meter readings and not estimated readings for invoicing whenever practicable.[44]

9.35. If the total amount is based on an estimated reading, retailers must include a statement that the amount is "based on an estimated reading" and information about how the customer may submit a customer meter reading.

9.36. The policy intent of this requirement is to give consumers visibility of estimated reads to help them avoid later bill shocks.

9.37. If an invoice relates to more than one ICP, the invoice should clearly identify which ICP charges, if any, are based on an estimated read.

9.38. When accepting a customer meter read, from 1 October 2026 retailers should be aware of the Electricity Industry Participation Code (Half Hourly Data for Reconciliation) Amendment 2026 which amends clause 5 of Schedule 15.2 of the Code.[45] This requires the retailer to take reasonable steps to verify the meter reading is accurate, including an examination of the customer’s photo for issues (ensure seals are present and intact, check for phase failure, check for signs of tampering or damage and check for electrically unsafe situations) and storage of the photo and other records.

[43] How taxable supply information for GST works and Buyer-created taxable supply information.

[44] Clause 18 of Schedule 11A.1 of the Code

[45] https://www.ea.govt.nz/code-and-compliance/code-amendments/half-hourly-data-for-reconciliation/

Due dates and overdue amounts

9.39. The Code allows for separate due dates for different components of a single bill, provided these are clear.

9.40. Any overdue amounts must be included in dollar figures with the invoicing period that the overdue amount relates to.

9.41. If there are no overdue amounts, a bill does not need to show previous balances where these are zero.

9.42. Where overdue amounts span multiple or partial billing periods, retailers should refer to the oldest period. How a retailer applies payment to overdue amounts will usually be governed by the retailer's terms and conditions. Common practice is to apply payment to the oldest overdue amounts first before applying any remainder to current charges.

9.43. Where a SmoothPay, Even Pay, or payment in fixed amounts arrangement is in place, the customer's account may at times be in credit. However, where the customer owes money, this does not necessarily need to be displayed on the invoice as an overdue amount. The particulars of the arrangement with the customer and the retailer's invoicing system will dictate what is appropriate in these circumstances and whether the amount owed is overdue for payment. In all cases, the invoice must clearly indicate to the customer the amount that is owed for that billing period.

9.44. Where a customer negotiates a due date extension (via a payment plan for example), this new due date should be reflected on the bill where possible or communicated clearly in accompanying correspondence.

Time-of-use plans

9.45. Free hours of power or similar do not need to be shown on the invoice as a discount.

Contract end dates and fees

9.46. Open term contracts with no end date or exit fee do not need to specify these. Alternatively, retailers could display the following (or similar): "Contract end date: Open term. Contract exit fee: $0."

Back billing / recovery of undercharged amounts

9.47. If a retailer seeks to recover an undercharged amount, the bill must include the amount to be recovered in dollar figures with the due date for payment. The due date for payment of the undercharged amount may be displayed as being the same as for the rest of the bill, with different payment arrangements noted separately.

9.48. This must be preceded and/or accompanied by a separate letter with details advising of the undercharged amount, that the customer may arrange payments in instalments with the retailer, and that they may make a complaint if they wish.[46]

9.49. An example bill is included with the exemplar bills,[47] and an example letter is included in appendix A.

Comparison with previous period

9.50. Retailers must include a comparison between the customer's consumption and injection for the current invoicing period and at least one previous period including both kWh or MJ and dollar figures. The comparison itself must appear on the invoice or billing

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[46] 11.32H (2)

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communication and cannot be provided solely through a link, app, portal or separate webpage.

9.51. The purpose of this requirement is to help customers easily compare their usage and spend over time. The usage and spend may be presented together or separately.

9.52. For customers new to the retailer, the retailer will not hold any prior consumption data and the first invoice does not need to include this information. However, the comparison should be included from the second invoice onwards, beginning with a comparison against the previous invoice period where appropriate.

9.53. For customers who have recently changed plans, the retailer should still provide the comparison but may wish to explain that changes in pricing structure, plan type or usage patterns may affect the comparison.

9.54. Retailers may provide additional detailed analysis, interactive graphs or historical information through apps, portals, websites or links. However, this additional information does not replace the requirement to include a basic comparison directly on the invoice or billing communication itself.

9.55. There are different ways retailers may present this information provided the required comparison is clearly included on the invoice or billing communication itself such as:

Import only

(a) A vertical bar chart graph with both electricity usage and spend showing 13 months of usage to allow for a comparison over the past year and with the same month the previous year.

(b) A vertical bar chart graph with both electricity and gas usage and spend showing 13 months of usage to allow for a comparison over the past year and with the same month the previous year.

(c) A vertical bar chart graph showing electricity usage over the past 24 months, with two bars for each month showing the past two years of usage, along with a separate sentence comparing spend this year with next year.

(d) A short sentence comparing usage and spend with the same month last year or previous invoice period. This may be accompanied by a link to more detailed information on the retailer’s app, portal or website.

Import and export

(e) A vertical bar chart showing electricity usage with a line showing electricity exported, with separate sentences about spend/revenue.

(f) A horizontal bar chart showing electricity usage vs solar export and spend/revenue for the last two months.

(g) A vertical bar chart graph with both electricity usage and spend showing 13 months of usage to allow for a comparison over the past year and with the same month the previous year, accompanied by a sentence about wind export and revenue.

9.56. It is not acceptable to only provide a link to detailed information elsewhere without providing any actual basic comparison on the bill – the purpose of this is to ensure that less engaged consumers can see some information on their bill without having to take any further steps.

Utilities Disputes Limited

9.57. Retailers must include clear and prominent information about Utilities Disputes and how to contact this service. This should include links to access its site and its logo.

9.58. The logo should be placed near the prompt, for example to the left or right of the prompt text.

9.59. Hot links should be added to both the name of the site and the logo, where the bill is not in printed form.

9.60. The retailer's phone number should be made more prominent to encourage customers to try to resolve issues with their retailer first.

9.61. Utilities Disputes' preferred prompt is included below.

> **Good practice**
>
> If you have a complaint, please call **(retailer contact details)** or email (retailer email details) to access our free complaints process.
>
> UTILITIES DISPUTES TAUTOHETOHE WHAIPAINGA
>
> If we cannot resolve your complaint, you can contact Utilities Disputes at www.udl.co.nz via live chat or to make a complaint. You can also call 0800 22 33 40.
>
> Utilities Disputes, the free, fast, effective and independent service that sorts complaints about utilities providers.

9.65. Invoices for bundled services may also include other complaints services such as Telecommunications Dispute Resolution.

Encouraging consumers to compare and switch

9.66. For the purposes of clause 5(1)(o) of Schedule 11A.2 of the Code, the Authority prescribes this wording be used for the mandatory link to the electricity plan comparison platform prescribed by the Authority:

"Are you on the best power plan for you? Check at billy.govt.nz - a free, independent comparison site."

9.67. This prompt has changed from the draft version following user testing.

9.68. Retailers must use the exact prompt to the electricity plan comparison platform prescribed by the Authority including its link and the logo. There are different versions of the logo available with the Electricity Authority to the right or below, and with black or white lettering.[48]

9.69. The logo should be placed nearby the prompt, for example to the left or right of the prompt text. The logo should be sufficiently large to be prominent and Te Mana Hiko should be readable.

9.70. Hot links should be added to both the name of the site and the logo, where the bill is not in printed form.

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[48] Billy - For Retailers

Requirement - this is prescribed wording:

Billy | ELECTRICITY AUTHORITY TE MANA HIKO

Are you on the best power plan for you?

Check at billy.govt.nz – a free, independent comparison site.

9.71. Additional comparison and switching sites may be mentioned but must appear after Billy. Logos of additional comparison sites may be included but should be the same size or smaller than Billy and also placed below or afterwards.

Example of more than one comparison service:

Billy | ELECTRICITY AUTHORITY TE MANA HIKO

Are you on the best power plan for you?

Check at billy.govt.nz – a free, independent comparison site or at [xxxxxxxx.xxx.nz].

9.72. Further information on Utilities Disputes and Billy can be found in chapter 13.

Further information

9.73. The information listed above must be included in all invoices and billing channels. The placement of the information may be determined by each retailer, provided that it meets the principles above and any other Code requirements. For example, retailers may choose where to present information on discounts and rebates, where to place ICP numbers and must include GST (where applicable) on every line.

9.74. The next chapter discusses how they could be presented in exemplar bills.

10 Exemplar bills

Purpose

10.1. Seven exemplar bills are available on the Authority's website.[49] These exemplar bills show how the Code can be applied in practice and bring the mandatory elements and principles to life. They are not compulsory templates. Retailers have the flexibility to design their own bills provided they:

(a) meet the Code requirements, including:

(i) the general principles of plain language, customer comprehension and prominence of mandatory information; and

(ii) the mandatory information outlined in the Code, and

(b) work for their customers.

10.2. Retailers are welcome to use these exemplars for their own purposes.

Mandatory, optional and additional elements

10.3. The exemplar bills include a mixture of mandatory and optional elements. Each retailer may choose how best to present this information to their customers. Retailers may also decide whether they wish to include optional elements, like barcodes which allow bills to be paid easily at NZ Post agents or add their own additional elements.

10.4. One exemplar bill has an explanatory note indicating the mandatory and optional aspects.

Scenarios

10.5. The exemplar bills include seven scenarios showing a range of bill types, including:

(a) Flat rate electricity

(b) A back bill

(c) Payment in equal instalments

(d) Time-of-use electricity bundled with other services

(e) Estimated read

(f) Multiple accounts

(g) Time-of-use electricity plus solar export.

Testing and assurance

10.6. All bills have been tested and are readable by the comparison and switching site Billy.govt.nz.

10.7. Bills (a) and (f) have been checked with IRD for their compliance with their invoice requirements.

10.8. Drafts of these bills were provided to retailers for review, feedback and questions. They were updated with the feedback given.

[49] Improving electricity billing in New Zealand | Our consultations | Our projects | Electricity Authority

10.9. Bills performed well in user testing.[50] The large majority of participants rated the bills as very good across ease of understanding, clarity of language, layout and design and usefulness of information. Approximately 97% completed five information-finding tasks within a time limit with high accuracy.

[50] Testing undertaken by Daylight Creative Limited of 87 New Zealand residents who personally pay utility bills and do not work for a utility company. The sample was predominantly female (63%) and full-time employed (56%), with a broad age range and geographic spread across the North and South Islands.

11 Product identification codes

This section is being updated.

Parts 11 and 11A of the Code: Clauses 11.32AA and 11A.17(1)(b), Clauses 5(1)(j), 8(2)(a), and 9(3)(a) of Schedule 11A.2

Problem definition

A customer may find it difficult to identify their electricity plan when using a comparison and switching service, particularly where plans have similar names, multiple variants or change over time.

Purpose

When combined with standardised Electricity Information Exchange Protocols (EIEP) product data, product identification codes enable a customer – or a third party acting on their behalf – to reliably identify a specific electricity plan and access the full set of relevant product attributes.

Including product identification codes on bills will support easier access to reliable information to help customers understand, compare, and switch to better plans.

Requirements

Retailers must generate a product identification code for every electricity plan they offer. This includes generally available retail tariff plans and active legacy plans.

Since publishing the Billing Guidelines on 15 May 2026 we have identified an issue in Chapter 11: Product Identification Codes, around the level of granularity described. We are currently reviewing this chapter and will shortly provide an updated version. In the meantime, we have suggested retailers hold off on detailed implementation decisions relating specifically to product identification code structure and granularity. The remainder of the guidance is correct.

Retailers must make product identification codes accessible to customers.

Retailers must update a customer's associated product identification code if that customer's plan changes.

Definitions and explanations

Generally available retail tariff plan "means a retail tariff plan that a retailer will make available to any consumer (subject to credit requirements) if the consumer satisfies the requirements specified for the retail tariff plan relating to:

(i) physical location:

(ii) **metering** configuration:

(iii) **price category** code …"[51]

A **legacy plan** is a tariff plan that was, but is no longer, generally available but which remains active and is supplied to existing consumers.[52]

A **bespoke plan** is a plan that was made available to a consumer only under an agreement reached as a result of the retailer directly contacting a consumer to offer a

[51] Clause 1(1) of the Code

[52] See clause 11.32G(1)(b) of the Code

retail tariff plan that provides the consumer with a financial discount or other benefit when compared with any other of the retailer's tariff plans that are available to that consumer.[53]

EIEP14A is the electricity information exchange protocol that relates to the transfer of electricity product information between retailers and third parties.

Assigning unique product identification codes to plans

11.7. Each retailer must apply a unique product identification code to each of its retail tariff plans, as per clause 11.32AA of the Code.

11.8. Product identification codes must be unique to individual pricing structures. A plan requires its own product identification code if any of these elements differ from any other plan:

(a) price per kWh across any prescribed time period

(b) fixed daily charge

(c) discounts for bundling with other services

(d) claw-back provisions

(e) export tariff per kWh across any prescribed time period

(f) any offer for free or discounted electricity, whether or not applicable hours are determined by the customer.

11.9. If all elements are the same, then the same product identification code may be used.

11.10. Sign-on or promotional one-time offers, such as retailer credit, are not unique elements for the purposes of assigning product identification codes. So, if a retailer offers a different sign-on bonus from one month to the next and all other elements remaining the same (including claw-back provisions), it may use the same product identification code for both offers.

11.11. Differences in metering configurations are not unique elements for the purposes of assigning product identification codes. However, we acknowledge that variations in metering configurations will likely lead to differences in elements like prices per kWh, or fixed daily charges.

11.12. Every **generally available retail tariff plan** and every **legacy plan** must have a unique product identification code.

Bespoke plans

11.13. The requirement for retailers to assign a product identification code to its electricity products does not extend to bespoke plans (as defined above).

11.14. However, we consider it good practice for retailers to expressly indicate to consumers when they are on a bespoke plan. For example, in the location where a product identification code would otherwise be provided to a consumer on a qualifying electricity bill, the retailer could instead choose to display the text "BESPOKE PLAN".

[53] See paragraph (b) of the definition of generally available retail tariff plan at clause 1(1) of the Code

This section is being updated.

Products codes provide a link to product data

11.15. The Authority has prescribed a system under clause 11.32G of the Code for the exchange of product information by retailers. The Authority's prescribed system (EIEP14A) requires retailers to provide a unique product identification code associated with an electricity plan as part of any request for electricity product information. The product identification code included in an EIEP14A format for a plan must match the product identification code for that same plan that is displayed on electricity bills.

11.16. The onus is on retailers to ensure the product identification codes they issue have a direct and unambiguous link to their EIEP14A dataset.

11.17. Consumers, or those acting on their behalf, will be able to use product identification codes to easily identify a specific plan and its pricing features from the EIEP14A dataset.

Product identification codes must be made available

11.18. Product identification codes must be provided to consumers upon request under clause 11.32AA(3) of the Code.

11.19. The product identification code associated with a consumer's current electricity plan must be included on a consumer' invoice, as per clause (6)(1)(j) of Schedule 11A.2 of the Code. Chapter 9 of this document provides further guidance on mandatory bill features.

11.20. Bills for accounts with multiple ICPs should display the product identification code for the plan for each of the ICPs, if they meet the scope set out in this guidance document.

Updating the product identification code associated with a consumer's electricity plan

11.21. The product identification code corresponds to the plan, not to the consumer. If a consumer changes to a different electricity plan, the product identification code provided to that consumer will need to change. This includes:

(a) when a consumer proactively changes to a new plan

(b) when a consumer changes their existing plan, such as by adding a bundled service or applying a discount

(c) when a consumer rolls off a fixed term plan and changes to a floating or standard plan.

11.22. When a consumer's product identification code changes, this must be updated on the next bill the consumer receives and every bill thereafter. It should also be updated in all other engagements the retailer may have with that consumer where a consumer could seek information about their electricity plan, (for example, in mobile applications).

11.23. A change in price alone does not necessarily require a new product identification code, if the pricing structure of the plan remains the same and applies consistently across customers. For example, annual price rises for every customer on a particular plan would not require a new product identification code. The updated pricing would instead be reflected in the associated EIEP14A file.

11.24. Retailers may choose to create versions of a plan and reflect these in their product codes.

How product codes must be applied

11.25. Clause 11.32AA provides that a product identification code must be in the format prescribed by the Authority. That format is as follows:

Prescribed format

The Authority is prescribing the following format for product identification codes:

RRRR-xxxxx

RRRR is a four letter retailer identifier, and

xxxxx is the retailer's own numeric and/or alphabetical identifier provided the total number of characters in the product identification code does not exceed 32 characters.

Retailer prefix

The first four characters of any product identification code identify the retailer. The retailer prefix signals the retailer providing the electricity plan to ensure that product codes are unique.

Retailers to use existing participant identifiers, where applicable

Where a retailer has a participant identifier under clause 15.39 of the Code, it must use the first four letters of that identifier as the retailer prefix for the product identification codes it assigns to its electricity plans, followed by a hyphen. Where a retailer has more than one participant identifier, it may use the first four letters of any of those participant identifiers as the retailer prefix in its product identification codes.

Retailers without existing participant identifiers will be assigned a retailer prefix

Where a retailer does not have a participant identifier under clause 15.39 of the Code, the Authority has nominated a four-character identifier to be used as a retailer prefix for the product identification codes they assign to their electricity plans in Appendix A, followed by a hyphen.

The four-character retailer prefix supports the function of product identification codes, and do not replace the function of a prescribed participant identifier.

If a retailer does not have a participant identifier and is later assigned one by the Authority under clause 15.39 of the Code, that identifier will supersede any four-character identifier previously assigned by Appendix A of this guidance and must be used as the retailer prefix instead.

If a new retailer does not have a participant identifier under clause 15.39 of the Code, it must contact the Authority at Consumer.Mobility@ea.govt.nz to be assigned a retailer prefix to use for its product identification code.

Remainder of product code to be generated by retailers

After the retailer identifier prefix, the remainder of the product identification code may be generated by the retailer in any manner, so long as the code is unique across a retailer's existing electricity plans.

Technical requirements

Acceptable characters

Product identification codes must use only capital letters, numeric characters and hyphens.

Special characters and spaces must not be used in product identification codes.

Acceptable fonts

Product identification codes should use fonts that promote readability of strings of numbers and/or letters. Monospace fonts may help promote readability.

Alignment

The product identification code should be left-justified aligned where it is featured in the invoice.

Character limit

The product identification code must not exceed a total of 32 characters, to comply with the EIEP14A protocol.

Examples of how a product code could be constructed

Example 1

RRRR-DDDDGFIXED24LOWBUNDLE22024

Translation: Retailer – Distributor – Generally available plan - fixed rate for 24 months – low user – bundled with two other services – version as of 2024 prices.

Example 2

RRRR–00000000287654

Translation: no specific human readability except for retailer identification

12 Better plan checks

Part 3 of the Code: Schedule 11A.2 Part 3. Clauses 6-8

Purpose

Better plan checks ensure customers are informed – at least once a year – whether their retailer considers there to be a cheaper plan available to them among the plans they offer.

This requirement is intended to promote comparison and switching within a retailer's product suite and prompt customers to consider whether their current plan continues to suit their circumstances.

Importantly, better plan checks are intended to support informed customer decision-making. Retailers are not expected to, nor should they, purport to provide financial advice, guarantee future savings or predict customer behaviour.

Requirements

A retailer must perform a better plan check for each relevant customer at least once every 12 months.

When carrying out a better plan check, the retailer must consider whether, based on the customer's consumption over the past 12 months, the retailer has one or more pricing plans that could provide cheaper electricity to the customer, taking into account the customer's current household circumstances known to the retailer.

If the retailer reasonably considers that one or more lower-cost pricing plans are available, the retailer must advise the customer of that plan or those plans, up to a maximum of three pricing plans.

If more than one pricing plan is identified, the retailer must identify the pricing plan the retailer reasonably considers is the lowest-cost option for the customer, taking into account those aspects of the customer's circumstances of which the retailer has knowledge.

After completing the check, the retailer must provide a better plan message in accordance with form and content prescribed by clause 8 of Schedule 11A.2 of the Code.

If the retailer considers the customer is on a suitable pricing plan, the better plan message must say so and include the name of that plan and its product identification code.

If the retailer considers another pricing plan, or more than one pricing plan, could be a better plan for the customer, the better plan message must include:

- The name of the pricing plan or plans, and the product identification code(s)
- A link to or information about how to access the retailer's plan catalogue
- Clear and simple information about how the customer may change to that pricing plan
- Any conditions the customer must meet in order to obtain the greatest benefit from the pricing plan
- Any drawbacks of the pricing plan, including any fees the customer may incur.

Explanation

Better plan check[54] – A better plan check is an assessment undertaken by a retailer to determine whether the retailer offers one or more pricing plans that could provide a lower cost of electricity to the customer than the customer's current plan, based on the customer's:

- consumption over the past 12 months; and
- current household circumstances known to the retailer.

Retailers must complete this check at least once every 12 months.

Basis of the assessment

12.4. The Code requires the better plan check to be based on the customer's consumption over the past 12 months.[55] Using a 12-month consumption period generally provides a more reliable indication of likely future costs across different pricing structures and reduces the risk that seasonal consumption patterns distort the assessment.

12.5. Retailers must also consider the customer's current household circumstances to the extent that this is known to the retailer.[56]

12.6. The Code does not prescribe a single methodology for undertaking better plan checks. Retailers may adopt their own methodologies provided the approach is reasonable, consistently applied, and capable of supporting a good-faith assessment of whether another pricing plan could provide lower electricity costs for the customer.

Relevant considerations

12.7. Retailers must base the assessment on the customer's consumption over the past 12 months, taking into account the information reasonably available to the retailer. Depending on the retailer's products and the information available, the retailer may consider things like:

(a) the customer's usage profile, including time-of-use patterns where relevant

(b) the customer's current pricing plan and tariff structure

(c) the meter configuration or metering capability at the premises

(d) whether the customer has solar generation, battery storage or an electric vehicle, where known

(e) whether the customer's circumstances suggest they are likely to benefit from a particular pricing structure

(f) any other current household circumstances known to the retailer that may affect likely cost outcomes.

Good practice

- Use the best available consumption and tariff data
- Apply the assessment consistently across customers
- Retain sufficient records to explain how the assessment was undertaken

[54] This check is conducted under Schedule 11A.2 clause 7

[55] Schedule 11A.2 Part 3 Clauses 6 and 7 (1)

[56] Schedule 11A.2 Part 3 Clause 7 (1)

- Periodically review the methodology to ensure it remains fit for purpose.

Household circumstances known to the retailer

12.8. This requires the retailer to consider relevant information it already holds, or reasonably knows, about the customer's circumstances. It does not require the retailer to investigate matters it does not already know or could not reasonably be expected to know.

12.9. Relevant circumstances may include, where known, whether the customer:

(a) has recently changed their pattern of electricity use

(b) has an electric vehicle, solar panels and/or battery storage

(c) is likely and/or able to shift usage away from peak periods

(d) is on a legacy or closed plan

(e) has specific preferences or constraints that may affect the suitability of a plan.

Good practice

Retailers should exercise care where historic data alone suggests a plan may be lower cost but the retailer suspects the customer may not be able to obtain that benefit in practice.

For example, if a retailer already knows that a customer is unlikely to be able to shift usage outside peak periods or is unwilling to try a particular type of plan, that may be relevant when assessing whether a time-varying pricing plan is likely to be lower cost for that customer.

12.10. Retailers may provide this advice more frequently, for example, six monthly. Annual better plan advice is the minimum.

12.11. Retailers are not required to include this information on bills, particularly where this may increase compliance costs, but may choose to do so to increase visibility of the message.

Identifying up to three pricing plans

12.12. If a retailer reasonably considers that one or more pricing plans could provide a lower cost of electricity to the customer, the retailer must advise the customer of that plan or those plans, up to a maximum of three pricing plans.[57]

12.13. The Code permits retailers to identify up to three pricing plans. It does not require retailers to identify three plans in every case. If only one or two plans reasonably meet the test, only those plans should be identified. If no plans meet the test (i.e. the customer is already on the retailer's best plan for them), this should be stated as per guidance below.

12.14. If more than one pricing plan is identified, the retailer must identify the pricing plan it reasonably considers is the lowest-cost option for the customer, considering what they know about the customer's circumstances.[58]

Good practice

- Identify only the plans that are genuinely relevant to the customer

[57] Schedule 11A.2 Part 3 Clause 7(2)

[58] Schedule 11A.2 Part 3 Clause 7(3)

- Avoid presenting unnecessary options that may confuse the customer
- Clearly distinguish the plan considered to be the lowest-cost option where more than one plan is identified
- Explain any material differences between the plans in plain language.

Example

A retailer's assessment shows that, based on the customer's past 12 months of consumption, both a flat-rate plan and a time-varying pricing plan could be lower cost than the customer's current plan. The retailer may advise the customer of both plans, but must identify which plan it reasonably considers is the lowest-cost option, taking into account what it knows about the customer's circumstances. In this case as the customer recently purchased solar, battery storage and an EV, and expressed interest in changing their usage patterns the time-varying pricing plan is considered the lowest-cost option.

Form and content of better plan message

12.15. After carrying out a better plan check, the retailer must provide a better plan message to the customer .[59] The message must confirm that the retailer has performed a better plan check and must tell the customer that either:

(a) the customer is on a suitable pricing plan; or

(b) one or more pricing plans that could be a better plan for them.

12.16. This better plan message may be provided at the same time as the annual CCO communications.

Customers already on a suitable pricing plan[60]

12.17. The better plan check may conclude that the retailer does not reasonably consider any other pricing plan in its catalogue could provide a lower cost of electricity to the customer.

12.18. In that case, the better plan message must tell the customer that the retailer has carried out a better plan check and considers the customer to be on a suitable pricing plan. Retailers do not have to use this exact wording. The message must also include the name of that plan and its product identification code.

12.19. This is an important part of the requirement, ensuring customers know that a check has been made, even where no change is recommended.

Customers who could be on a more suitable plan[61]

12.20. If there is another pricing plan, or more than one pricing plan, in the product catalogue that could be a better plan for the customer, the message must include:[62]

(a) the plan name, or names, and product identification code(s)

(b) a link to, or information about how to access, the retailer's plan catalogue

(c) clear and simple information about how the customer may change to that pricing plan

[59] Schedule 11A.2 Part 3 Clause 8

[60] Schedule 11A.2 Part 3 Clause 8 (2)(a)

[61] Schedule 11A.2 Part 3 Clause 8 (2)(b)

[62] Schedule 11A.2 Part 3 Clause 8 (3)

(d) any conditions the customer must meet to get the greatest benefit from the pricing plan

(e) any drawbacks of the pricing plan, including any fees, payment bonds or price variations the customer may incur.

12.21. The retailer may choose to include a disclaimer that the better plan check is based on the customer's historical usage and does not guarantee future savings.

Good practice

Retailers must communicate this outcome clearly and in plain language. They may also wish to explain that:

- the outcome may change if the customer's usage or circumstances change
- the customer may still wish to contact the retailer or review the retailer's plan catalogue if they would like to explore other options.

Explain how to get the most benefit

12.22. Where another pricing plan is identified, the better plan message must include any conditions the customer must meet to be able to obtain the greatest benefit from that plan and any drawbacks of the plan, including any fees the customer may incur.[63]

12.23. This requirement is intended to support people to make informed choices. A pricing plan may appear lower cost but only if the customer meets certain conditions or changes their usage pattern. Similarly, a plan may involve trade-offs or fees that the customer should understand before deciding whether to switch.

Examples of conditions

- Requires a communicating smart meter
- Must meet eligibility criteria for a discount or bundled offer
- Requires use of a particular payment method.

Examples of drawbacks

- Higher peak-time prices
- Reduced flexibility
- The need to change usage patterns to obtain the full benefit
- Must remain on the plan for a specified term to obtain the full benefit
- Unsuitable for medically dependent consumers (prepay plans)
- No monthly bill but risk of disconnection if balance reaches zero (prepay plans)
- Requires payment of a bond or upfront deposit
- Upcoming price variations, eg, phasing out of low fixed charge tariff option
- Loss of access to features or services included or bundled with the current plan.

Examples of fees

- Fees related to exiting a plan with sign-up incentives, where permitted
- Fees related to a change or upgrade of meter installation.

[63] Schedule 11A.2(3)

Good practice

Retailers should explain conditions, drawbacks and fees prominently and in practical terms. Important limitations should not be left to fine print alone.

Good practice

Retailers should ensure they have systems, processes and controls in place to support compliance with the better plan check requirements. This includes ensuring they can:

- identify customers due for a better plan check
- undertake the assessment using a consistent methodology
- identify any lower-cost pricing plans within the retailer's product catalogue
- identify the lowest-cost option where more than one pricing plan is identified
- generate and send a compliant better plan message
- include plan names, product identification codes, conditions, drawbacks, fees and switching information where required
- keep records of checks performed and messages sent.

Retailers may also wish to:

- test better plan messages with customers for clarity and usability
- monitor how customers respond to the messages
- review wording and presentation over time to improve consumer understanding and action.

How to calculate better plan

12.24. When calculating the lowest cost plans, retailers may use the same methodology used under the CCOs when providing plan advice to customers before they sign up and when they are known to be in financial hardship.

Customers without 12 months of consumption data

12.25. The Code contemplates that an annual better plan check will generally be based on a customer's consumption over the previous 12 months. This supports a more reliable assessment by reducing the risk that seasonal or temporary usage patterns distort the outcome.

12.26. A retailer is not required to undertake a better plan check before it has sufficient consumption information to reasonably assess the customer's likely annual electricity costs across available pricing plans.

12.27. Where a customer has been with the retailer for less than 12 months, the retailer may choose to:

(a) wait until sufficient consumption history is available to undertake a more reliable assessment; or

(b) undertake an earlier assessment using the best information reasonably available to the retailer.

12.28. Where a retailer chooses to undertake an assessment using less than 12 months of consumption information, the retailer should apply a reasonable methodology that takes seasonality and likely future consumption into account.

12.29. Depending on the circumstances, this could include:

(a) extrapolating from available consumption data

(b) using seasonal weighting or normalisation approaches

(c) using information about the customer's meter configuration or pricing structure

(d) using consumption information voluntarily provided by the customer from a previous retailer

(e) using benchmarking information from similar customer groups where appropriate.

12.30. Retailers should exercise caution where limited consumption data may produce unreliable or misleading results. For example, assessments based only on summer or winter consumption may not accurately reflect annual usage patterns.

12.31. The Authority encourages retailers to adopt pragmatic approaches that support early customer engagement and plan optimisation, while ensuring any recommendation remains reasonable, transparent and appropriately qualified.

Fixed term plans

12.32. Where a customer is on a fixed-term pricing plan that may include prices, discounts, credits or benefits that vary over the duration of the term, a retailer should assess the customer's likely costs across the remaining term of the arrangement when carrying out a better plan check. A retailer should not assess whether another plan is cheaper solely by reference to current-period prices where doing so would materially misrepresent the overall expected cost to the customer over the remaining fixed term.

12.33. In these situations, retailers should use a reasonable methodology to estimate and compare:

(a) the customer's expected total cost of remaining on the current plan for the balance of the fixed term; and

(b) the customer's expected total cost under any alternative plan over the same period.

12.34. Retailers may annualise or average expected costs across the remaining term for comparison purposes, provided the methodology reasonably reflects the overall financial position of the customer.

12.35. Retailers should also take into account any material financial impacts associated with leaving the existing plan early, including:

(a) any termination or exit charges

(b) any loss of discounts, credits or incentives

(c) any repayment obligations associated with sign-up benefits or bundled products.

12.36. The purpose of the better plan check is not to require retailers to recommend that customers leave fixed-term arrangements where doing so would reasonably be expected to increase the customer's overall costs across the remaining term.

12.37. Retailers should retain sufficient records to explain, at a high level, the methodology used to determine whether another plan was reasonably considered lower cost.

Time-varying plans

12.38. A retailer may recommend a time-varying pricing plan as part of a better plan check where the retailer reasonably considers the plan could reduce the customer's expected electricity costs.

12.39. In assessing whether a time-varying pricing plan is likely to be lower cost, retailers should consider the customer's existing consumption patterns unless there is a reasonable basis to assume behavioural change could be made.

12.40. Retailers should not assume substantial future changes in customer behaviour unless:

(a) the customer has indicated a willingness or ability to try and shift electricity usage; or

(b) the retailer has reasonable evidence suggesting the customer is likely to respond positively to the pricing structure.

12.41. Retailers should ensure that estimated savings associated with a time-varying pricing plan are reasonable, supportable and not misleading.

12.42. Where estimated savings depend materially on shifting usage away from peak periods, the retailer must make this clear to the customer.

Explaining time-varying pricing plans

12.43. Where a retailer recommends a time-varying pricing plan, the retailer must clearly explain, in plain language, the key features of the plan, and the factors likely to influence whether the customer benefits from it.

12.44. This may include:

(a) identifying peak, shoulder and off-peak pricing periods

(b) explaining that prices vary depending on the time electricity is used

(c) explaining that lower overall costs may depend on shifting some electricity use away from peak periods

(d) explaining that customers who are unable to shift usage patterns may not experience lower costs, and could pay more under the plan

(e) identifying appliances or activities that commonly contribute to peak-time usage

(f) describing any relevant metering, technology or equipment requirements

(g) identifying any available tools, apps or usage information that may help the customer monitor and manage their electricity use.

12.45. Retailers should present information about time-varying pricing plans in a way that supports customer understanding and informed decision-making, rather than relying solely on technical pricing terminology.

Customers who do not want time-varying pricing plans

12.46. Retailers are not expected to repeatedly recommend a time-varying pricing plan where the retailer reasonably knows that the customer does not want this type of plan.

12.47. A retailer may reasonably form this view where, for example:

(a) the customer has previously declined a substantially similar time-varying pricing plan after receiving sufficient information about how the plan works

(b) the customer has indicated they do not wish to actively manage or shift their electricity usage

(c) the customer has tried a time-varying pricing plan from the retailer in the recent past and has switched away from it

(d) the customer has expressed a preference for pricing certainty, predictability or simplicity over potential savings associated with time-varying pricing

(e) the retailer reasonably considers the customer is unlikely to benefit from the plan given the customer's known circumstances or usage patterns.

12.48. In these situations, a retailer may instead focus the better plan check on identifying the most suitable lower-cost non-time-varying plan available to the customer.

Multiple potentially suitable plans

12.49. A retailer may identify more than one and up to three potentially suitable plans where customer outcomes are likely to depend on different preferences, usage patterns or behavioural choices.

12.50. The purpose of a better plan check is not only to identify the mathematically lowest-cost plan, but also to support customers to make informed decisions about plans that are reasonably suited to their circumstances and expected usage patterns.

Transitional arrangements for low fixed charge regulations phase out

12.51. The requirement under the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulations 2004 for retailers to provide a low fixed charge tariff plan to domestic consumers is currently being phased out and will be removed from 1 April 2027.

12.52. The phase-out of the low fixed charge regulations does not prevent retailers or distributors from continuing to offer tariff structures with lower fixed charges or other pricing structures designed for particular consumption profiles.

12.53. Retailers must continue to meet their obligations including annual better plan checks and supporting customers to understand whether the current plan remains appropriate for their circumstances and consumption patterns.

12.54. Where a retailer wants to transition or migrate a customer away from a low fixed charge tariff plan, the retailer should take reasonable steps to:

(a) explain that the regulated low fixed charge requirement is being phased out

(b) clearly explain any material changes to the consumer's pricing structure, including likely impacts on fixed and variable charges, and

(c) support the customer to understand which available plan is likely to best meet their needs based on their existing consumption and usage patterns.

12.55. If a retailer recommends a customer remains on, or transitions or migrates to, a low fixed charge tariff plan before 1 April 2027, the retailer should make clear to the customer that the pricing structure or availability of that plan may change following the removal of the low fixed charge regulations. This would be one of the "drawbacks of any particular" option or product offering which should be disclosed to the customer under clauses 8(1)(a)(ii), 17(1)(b), 17A(1)(b), and 23(f)(i) of Schedule 11A.1 and clause 8(3)(e) of Schedule 11A.2.

12.56. Retailers may provide additional better plan advice or engagement outside their usual annual check-in cycle where appropriate to support consumers through the transition.

Record keeping and methodology

12.57. Retailers should retain sufficient information to explain, at a high level, the methodology used to determine whether a time-varying pricing plan was reasonably considered likely to reduce a customer's costs.

12.58. Retailers are not required to predict future customer behaviour with precision. However, retailers should be able to demonstrate that any assumptions used in the better plan check were reasonable in the circumstances.

Example

A retailer's better plan check shows that a customer who consistently charges their electric vehicle overnight may benefit from a time-varying pricing plan. A compliant better plan message should not simply state that the plan is lower cost. It should also explain that savings depend on continuing to charge the EV mainly during off-peak periods and that peak-time rates are higher.

Checklist for retailers

- ✓ Completed a better plan check for each relevant customer at least once every 12 months
- ✓ Based the check on the customer's past 12 months of consumption
- ✓ Considered the customer's current household circumstances known to the retailer
- ✓ Identified up to three pricing plans where appropriate
- ✓ Identified the lowest-cost option where more than one pricing plan is identified
- ✓ Provided a better plan message after the check
- ✓ Included the required plan names and product identification codes
- ✓ Included plan catalogue information, switching information and relevant conditions, drawbacks and fees where required
- ✓ Presented the message clearly and in plain language.

13 Raising consumer awareness of dispute resolution services and the Authority's comparison and switching site

Part 11 - clauses 11.30A and 11.30B

Purpose

These guidelines support retailers and distributors to provide clear and prominent information about:

• Utilities Disputes, the free and independent dispute resolution scheme for electricity, gas, and water complaints; and

• Billy, the Authority-funded electricity comparison and switching tool.

Making sure consumers can easily find independent help to resolve complaints and to compare and switch electricity plans.

These services play different but complementary roles. Utilities Disputes helps consumers resolve complaints. Billy helps residential consumers compare plans and power companies and consider whether they could get a better deal.

Requirements

All retailers and distributors must provide clear and prominent information about Utilities Disputes:

- On their websites and relevant digital channels
- In personalised outbound communications about bills, charges, payments, terms and conditions, plans, prices or electricity services
- When responding to queries from consumers in any form including by telephone or email
- In invoices (for retailers).

Retailers supplying residential consumers must provide clear and prominent information about Billy:

- On their websites and relevant digital channels
- In personalised outbound communications about billing, charges, payments, terms and conditions of service, plans, prices or tariffs
- In invoices
- At least once every calendar year to each relevant residential customer.

If the Authority changes the electricity plan comparison website, each retailer must change the information published to refer to the new platform as soon as reasonably possible and no later than three months from the date the change is notified on the Authority's website.[64]

Where there is a series of related communications between the participant and consumer, participants need to provide this information in at least one communication in that series.

[64] Clause 11.30B(5)

The plan comparison site is Billy

13.1. At the time of publication of these guidelines, the prescribed plan comparison site is Billy.govt.nz.

13.2. Should this change, notice will be given via Market Brief and published on the Authority website, consistent with any other changes to stated services or requirements.

These requirements are intended to improve consumer awareness of two important services that support better consumer outcomes

13.3. Utilities Disputes provides consumers with access to a free, fast and independent dispute resolution service. Awareness of this service helps consumers understand where they can go if they are unable to resolve a problem with their retailer or distributor.

13.4. Billy helps residential consumers compare electricity plans and switch providers or plans more easily. Awareness of Billy supports more informed consumer choice, stronger competitive pressure and better market outcomes over time.

13.5. Together, these services help support a retail market in which:

(a) consumers can more easily understand their options

(b) consumers have clearer pathways to resolve problems

(c) retailers face stronger incentives to compete on price, service and innovation.

13.6. Retailers and distributors must be a member of Utilities Disputes,[65] and abide by the Utilities Disputes scheme rules.[66]

13.7. Participants should design communications, so these requirements work together in a coherent way and support a good consumer experience

Overview of the Code requirements

Utilities Disputes

13.8. Retailers and distributors must provide information about Utilities Disputes[67]:

(a) **On websites:** On any website maintained by, or on behalf of, the retailer or distributor that deals with, describes or offers the supply of electricity or line function services.[68]

(b) **In personalised consumer communications:** As part of, or accompanying, communications personalised to a specific named consumer about:[69]

(i) billing, charges, payments owed or payments made; and

(ii) the terms and conditions of supply, including prices, tariffs, plans and terms of service.

(c) **When responding to consumer queries**: In association with, or in the course of, responding in any form to a query from a consumer, including telephone calls and

65 Section 96 of the Electricity Industry Act 2010. http://www.legislation.govt.nz/act/public/2010/0116/latest/DLM2634497.html

66 https://www.udl.co.nz/assets/Publications-and-schemes/Scheme-Complaints-Rules/ECS-rules-Utilities-Disputes-1-April-2019.pdf

67 Clause 11.30A(1)

68 Clause 11.30A(2)

69 Clause 11.30A(3)(a)

emails.[70] A retailer or distributor may meet the requirement of providing this information to a customer query by the phone by providing the information in an automatic answering system or call holding system, provided the information is reasonably likely to get the customer's attention.[71]

Billy

13.9. Each retailer that supplies electricity at a residential ICP must provide information about Billy:[72]

(a) **On websites:** On any website maintained by, or on behalf of, the retailer that deals with, describes, or offers the supply of electricity to those residential consumers.[73]

(b) **In personalised consumer communications:** As part of, or accompanying, communications personalised to a specific named consumer about:[74]

   (i) billing, charges, payments owed, or payments made; and

   (ii) the terms and conditions of supply, including prices, tariffs, plans, and terms of service.

(c) **Annually:** At least once every calendar year to each customer with a residential ICP.[75]

Limitation for repeated communications on the same matter

13.10. If a retailer or a distributor has provided the Utilities Disputes or Billy information to the consumer on a particular matter, it does not need to be repeated in every follow-up communication on that same matter.[76]

Requirements[77]

Same matter

An invoice, request for payment, reminder notice, late payment notice, demand, and disconnection notice relating to the same unpaid amount are treated as the same matter.

Not the same matter

Invoices for different billing periods are not the same matter.

13.11. This limitation is intended to avoid unnecessary repetition and should not be used in a way that undermines consumer awareness or override any separate obligations under the Utilities Disputes scheme rules or any other applicable legal requirements.

13.12. Where the required information has already been provided in relation to the same bill matter, it does not need to be repeated in every subsequent reminder or follow-up notice. However:

(a) New invoices for a new billing period require the information again

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[70] Clause 11.30A(3)(b)
[71] Clause 11.30A(4)
[72]Clause 11.30B
[73] Clause 11.30B(2)
[74] Clause 11.30B(3)
[75] Clause 11.30B(4)
[76] Clause 11.30D
[77] Clause 11.30.D(2)

(b) Participants may still choose to repeat the information where this would better support consumer awareness

(c) Utilities Disputes scheme rule requirements continue to apply separately where relevant.

Specific requirements for information provided on websites and by other electronic means

13.13. The information provided in websites, apps or any other electronic means, should be prominently provided to ensure that consumers can find and act on it.[78] It does not need to be on every page as long as consumers are reasonably likely to find it when visiting the site.

Good practice

What "prominently provided" means in practice:

- Place the information where consumers naturally look, e.g. billing pages, plan/pricing pages, help/support, complaints, or in the first landing page
- Ensure the information is clearly visible without searching, e.g. not buried in fine print or more than one click away
- Use plain, recognisable labels, e.g. "Complaints & support", "Compare plans and power companies", "Need help?"
- Include direct links or clear signposts on key customer journeys, e.g. viewing plans, understanding bills, seeking help
- Make the information accessible within one click from high-traffic pages
- Ensure visibility across desktop and mobile sites.

What is not required

While retailers do not need to display the information on every page, placement must be sufficient so that a consumer is reasonably likely to encounter it during normal use of the website.

Useful test to apply

If a typical consumer is trying to understand their bill, compare plans, or raise a concern — would they reasonably come across this information without effort? If not, improve placement and visibility.

How these requirements interact with other obligations

Utilities Disputes scheme rules

13.14. The Code's awareness requirements sit alongside the Utilities Disputes scheme rules. The scheme rules contain more prescriptive requirements, particularly when a consumer makes a complaint. Participants must continue to comply with those rules.

13.15. In some cases, a participant may be able to meet both the Code and the scheme rules through the same communication. In other cases, separate messaging may be needed.

13.16. Participants should continue to follow the Utilities Disputes scheme rules when:

[78] Clause 11.30C(a)

(a) a complaint is first made

(b) the participant advises the consumer of the outcome of its complaints process

(c) the complaint reaches deadlock.

13.17. Participants remain responsible for ensuring communications made on their behalf comply with the Code. These requirements should be implemented consistently with billing and all other requirements in the Code.

Billing requirements

13.18. Where prompts appear in billing communications, participants should consider the same design principles that apply more generally to billing information: plain language, customer comprehension and prominence of mandatory information.

13.19. Where a participant operates under one or more retail brands, the relevant question is whether the communication is being made by, or on behalf of, the participant in relation to the supply of electricity to the consumer. If so, the participant should ensure the relevant brand, website, bill, email or other customer-facing communication complies.

Examples of approaches that are likely to support compliance

13.20. This section provides examples and Illustrative material on how participants can comply with these requirements. The table below contains a summary of when this information needs to be provided.

Summary of when information needs to be provided

Communication type	Utilities Disputes (Tautohetohe Whaipainga)	Billy (Electricity Authority Te Mana Hiko)	Applies to
Website and relevant digital channels	✓	✓	Utilities Disputes: retailers and distributors Billy: retailers only
Responding to consumer queries	✓	✗	Retailers and distributors
Bills and billing communications	✓	✓	Utilities Disputes: retailers and distributors that bill consumers directly Billy: retailers only
Billing change communications	✓	✓	Retailers
Service communications	✓	✗	Retailers and distributors
Service change communications	✓	✓	Retailers
Annual communication	✗	✓	Retailers

13.21. A useful way to implement these obligations is to think about five recurring touchpoints:

Good practice

Information about Utilities Disputes is more likely to comply with Code requirements if it appears:

1. On pages consumers commonly visit when managing their account, plans, or issues
2. On or near complaints/help/contact pages
3. On or near pricing, plans, switching, or sign-up pages
4. Within one logical click from the homepage or relevant landing page
5. With direct click-through functionality where possible.

Examples likely to support compliance

- A clear Utilities Disputes section on the complaints page
- A Billy prompt, logo and link on plan, pricing or switching pages
- A help panel that is consistently visible and readable on relevant pages
- A clear link to Utilities Disputes and Billy from the account support area.

Examples less likely to comply

- Placing the information only in a hard-to-find legal terms page
- Having the information several clicks deep with no logical path
- Using generic wording that does not explain what the service is
- Using design treatments that make the information easy to overlook.

Wording for the prompts

13.22. Please refer to chapter 9 for information about the prompts to Utilities Disputes and Billy.

Emergency situations

13.23. In emergency communications, participants should apply the Code pragmatically and with consumer welfare in mind. The immediate focus should remain on resolving the emergency and supporting affected consumers.

13.24. Where a communication is highly urgent and operational in nature, participants should consider the most appropriate point in the broader communication journey to provide Utilities Disputes information without undermining the effectiveness of the emergency response.

Assurance

Good practice

Useful assurance steps include:

- Maintaining a channel inventory of affected communications
- Mapping each communication type against the Code requirements
- Keeping approved wording and design rules for each channel
- Testing prominence and readability with consumers where appropriate

- Reviewing outsourced or agent-led communications
- Periodically checking website placement and digital journeys.

14 Monitoring and enforcement

14.1. The Authority will monitor and enforce these Code obligations and billing requirements in line with our regulatory functions through:

(a) monitoring compliance information to identify trends or patterns that may indicate systemic issues

(b) analysing whether the requirements are operating as intended and delivering benefits for consumers without imposing unnecessary costs on industry participants; and

(c) taking enforcement action in respect of serious breaches, where appropriate, through the established enforcement framework, including referral to the Rulings Panel.

14.2. Retailers must include a statement as to whether they have complied with all requirements in the billing standards in their annual CCO compliance report.

14.3. The Authority may publish the results of its monitoring activities where appropriate.

14.4. The Authority applies a targeted enforcement approach in accordance with the Electricity Industry (Enforcement) Regulations 2010, the Authority's Enforcement and prosecution policy and Compliance strategy.

14.5. Not every reported breach will be investigated, and enforcement processes may take time. The Rulings Panel may order pecuniary penalties for breaches of the Code of up to $2 million and may also make compensation orders. The Government has signalled that it may introduce legislative changes to enable the Authority to issue infringement notices, which could become an additional enforcement tool in future.

14.6. The Authority's role is distinct from that of Utilities Disputes Limited, which is the mandated dispute resolution scheme under the Act. Utilities Disputes has an important role in resolving complaints and disputes between consumers and electricity providers, including complaints relating to electricity billing.

Information gathering

14.7. The Authority has powers to gather information from participants for the purpose of monitoring compliance with the Code.[79]

14.8. These powers include the ability to require an industry participant to:

(a) provide information, papers, recordings and documents that are in the possession, or under the control, of the participant

(b) permit its officers or employees to be interviewed

(c) give all other assistance that may be reasonable and necessary to enable the Authority to carry out its functions and exercise its powers.

14.9. The processes that the Authority will apply in respect of these information gathering powers are described in the Authority's Guidelines on information gathering powers under the Electricity Industry Act 2010.[80]

14.10. Under the Code, the Authority may also require information about the policies, procedures and processes a retailer or distributor has implemented for the purpose of complying with

[79] Section 45(a)(i) and 46 of the Act

[80] Guidelines on Information Gathering Powers under the Electricity Industry Act 2010

the Obligations, and in relation to a retailer, such other supporting evidence the retailer has relied on to make a compliance report to the Authority.[81]

What exemptions are available?

14.11. Retailers and distributors are required to comply with the Code.

14.12. Section 11 of the Act gives the Authority the power to exempt a participant from complying with their obligations under the Code. To grant a Code exemption, the Authority must be satisfied that:

(a) it is not necessary, for the purpose of achieving the Authority's objectives under section 15, for the participant to comply with the Code or the specific provisions of the Code; or

(b) exempting the participant from the requirement to comply with the Code or the specific provisions of the Code would better achieve the Authority's objectives than requiring compliance.

14.13. The Authority only grants exemptions in limited circumstances. An exemption may, for example, allow for a short delay before compliance is required where there is a clear justification and the statutory test is met.

14.14. An overview of the Code exemption process is outlined in the Authority's separate guidelines on Code exemptions, available on the Authority's website.[82]

14.15. Participants who have concerns about their ability to comply with any aspect of the Code governing these requirements should contact the Authority as early as possible. Where an exemption is sought, the participant will need to complete the relevant application form and provide the required information.

Compliance for retailers with multiple brands

14.16. On 12 May 2026 the Authority proposed a Code amendment to clarify the application of the Amendment to retailers with multiple brands.[83] This guidance will be updated in due course with the outcome of any decision on that proposal. In the meantime, retailers with multiple brands should note the following general guidance:

(a) **Termination fees**[84] – different brands operated by the same retailer are treated as being the same retailer for the purposes of termination fees. This means a retailer must not charge a customer a fee to move between plans or product offerings offered under the retailer's different brands, unless the defined exception applies.

(b) **Better plan advice** – a retailer is not required to provide better plan advice across its different brands, but it may choose to do so.

(c) **Catalogue advice** – a retailer is not required to publish a single plan catalogue covering all of its brands, but it may choose to do so.

14.17. This is general guidance only and may depend on how the retailer has structured its brand offerings.

[81] Clause 11A.5 of the Code.
[82] Exemptions and dispensations | Electricity Authority
[83] https://www.ea.govt.nz/projects/all/code-review-programme/consultation/code-review-programme-7/
[84] clause 11A.18(2)

Appendix A Example of a letter accompanying a back bill

Subject: Important Notice — Back Bill for Electricity [Account Number]

Dear [Name]

We are getting in touch to let you know about an issue with your electricity billing and to explain what it means for you.

We've identified that you were undercharged for electricity at your property at [supply address].

Your next bill includes a back bill to correct this. We want to explain this clearly and work with you to help make payment manageable.

What is a back bill?

A back bill or catch-up bill is a charge for electricity that wasn't included in your earlier bills at the time you used it. There are rules in place to protect you:

- We can only recover undercharged amounts for up to six months before this bill.
- You will not be charged for anything older than six months (unless an exception applies).

Why did this back bill occur?

The undercharged happened because:

[Select and tailor clearly — remove unused options]

- Your meter wasn't read for a period of time, so your bills were based on estimates. When we received an actual reading, we identified a difference.
- A billing or pricing error meant your account was charged incorrectly.
- There was an issue with network charges or data we received from another party.
- [Other reason – explain clearly in plain language.]

The back bill relates to electricity used between **[start date] and [end date]** ([X months]).

We understand this isn't ideal, and we're sorry for the inconvenience.

Your back bill summary

This amount appears separately on your bill as **"Back bill - undercharged amount recovery"** so it's easy to see.

Account number	[XXXXXXXX]
Address	[Full supply address]
Period covered by this back bill	[DD Month YYYY] to [DD Month YYYY]
Duration of undercharging	[X months]
Electricity usage	[kWh]
Total amount owing (including GST) **In addition to this month's charges on your bill**	$[XXX.XX]
Due date	[Due date]

How to pay

We understand this is unexpected. You do not need to pay this all at once.

We're here to help and you have options:

- Pay in full by [due date], if that works for you, or
- Set up a payment plan — you have the right to spread payments over time. The timeframe for this will be at least as long as the period of the undercharge (in this case, at least [X months]).
- Talk to us if you're finding this difficult — we can work with you to try and find another solution that suits your situation.

We will not charge any interest on this amount.

To arrange a payment plan, call us on [0800 XXX XXXX] or email [billing@retailer.co.nz]. Our team is available [hours/days].

How to reduce the likelihood of a back bill in future

We want to reduce the chance of this happening again. A few simple things can help:

[Select and tailor clearly — remove unused options]

- Provide meter readings if you don't have a smart meter. You can find information about how to do this on our website at www.retailer.co.nz/meter-read
- Allow our meter reader access to your meter when requested. Our meter readers need safe access to your property, free of any hazards like unrestrained dogs or building works
- Check your bills, especially if they show "estimated" usage or seem unusually low. You can always contact us if you have questions or concerns
- Keep your contact details up to date so we can reach you if needed
- If you have a legacy meter, ask us about changing to a smart meter which sends automatic readings to us directly and doesn't need to be read manually by a meter reader.

If we can't read your meter for more than four months, we'll contact you to explain what this means and how you can provide us with a reading.

Questions or complaints

If you have any questions about this back bill, please contact us and we will do our best to resolve any concerns:

Phone: [0800 XXX XXXX]

Email: [complaints@retailer.co.nz]

Post: [Retailer Postal Address]

UTILITIES DISPUTES TAUTOHETOHE WHAIPAINGA If we cannot resolve any concerns you may have, you can contact Utilities Disputes at www.udl.co.nz via live chat or make a complaint. You can also call 0800 22 33 40. Utilities Disputes is a free, fast and independent service that sorts complaints about utilities providers.

Thank you for being a [Retailer Name] customer. We appreciate your patience and understanding and are committed to resolving this as smoothly as possible for you.

Yours sincerely,

[Authorised Signatory Name]

[Title]

This back bill has been issued in accordance with clause 11.32H of the Electricity Industry Participation Code. The undercharged amount shown above covers a period no greater than six months prior to the date of this invoice. No interest will be charged on this amount. You have the right to pay by instalment and to make a complaint.

Appendix B Retailer identifiers for product identification codes

B.1 The table below lists retailer identifiers to be used as prefixes for product identification codes where required. If those retailers have a participant code at any time, then that participant code should be used instead as the prefix.

B.2 Retailers who do not have a participant code, and are not nominated an identifier in the table below, and need to provide product identification codes should contact the Authority to have a retailer identifier assigned, by emailing Consumer.Mobility@ea.govt.nz

Retailer	Prescribed identifier
Commercial Utilities Limited	0001
Community Power (Plus Energy)	0002
Compass Communications Limited	0003
Comtricity	0004
Dynamic Energy Online	0005
Electricity Direct Limited	0006
EMP Limited	0007
Good Power	0008
Integrated Energy Limited	0009
Kawatiri Energy Limited	0010
Kea Energy Limited	0011
Nau Mai Ra	0012
Plains Power	0013
Plus Energy Limited	0014
Power Edge Limited	0015
Prime Energy Limited	0016
SuperPower Energy Limited	0017

This section is being updated.