Code amendment omnibus #7:

clarification to consumer care and billing refinements and director certification for AUFLS and other amendments

Consultation paper

15 July 2026

ELECTRICITY AUTHORITY
TE MANA HIKO

Executive summary

The Electricity Authority Te Mana Hiko (Authority) continuously reviews the Electricity Industry Participation Code (Code) to ensure it supports our evolving electricity sector. We use the omnibus process to consult concurrently on several discrete proposals to amend the Code. This is more efficient than issuing separate consultation papers.

In this omnibus we primarily propose changes to retailers' consumer-facing obligations in Part 11A of the Code, including refinements to the better billing provisions due to come into effect on 30 October 2026, and provisions under the Consumer Care Obligations (CCOs). This omnibus also proposes a new requirement for annual director certification for participants with automatic under-frequency load shedding (AUFLS) obligations under Part 8 the Code, and includes two technical and non-controversial changes to Part 11 of the Code.

Operational improvements to new billing obligations

Section 2 proposes two operational changes to an upcoming Code amendment that introduces, from 30 October 2026, requirements to improve electricity billing and protect domestic and small business consumers from unexpected back bills.

After the amendment was made, the Authority collaborated closely with retailers to develop detailed retailer guidance to assist implementing the new obligations. During this process, the Authority received feedback that helped identify some discrete elements of the new obligations that could be amended to be more targeted, more practical to implement, and more effective in delivering their intended consumer protections.

We propose further amendments to the new billing obligations to introduce a threshold for some of the retailer obligations relating to the recovery of undercharged amounts and modify how information and support for undercharged amounts are provided to the customer.

Definition of generally available retail tariff plan

Section 3 proposes clarifying the definition of "generally available retail tariff plan" to explicitly include plans that require specific equipment, end-uses, or load profiles (eg, EV or solar plans). While the long-standing policy intention and current market practice is that such plans are captured, a strict reading of the current definition could exclude such plans on the basis that they are not 'generally available'.

The proposed amendment aligns the Code with its intended interpretation and existing industry practice, with no expected material costs or benefits.

Updating the definition of 'business days' under Part 11A

Section 4 proposes Code changes to clarify that, for Part 11A, the definition of 'business day' recognises all regional anniversary holidays. At present, the definition expressly treats Wellington Anniversary Day as a non-business day but does not do the same for other regional anniversary holidays.

This creates an inconsistent and Wellington-centred outcome where specific business day timeframes do not line up with business days relevant to either the consumer or the retailer.

This proposal ensures consumers in all regions receive equivalent protections under the consumer-facing provisions of Part 11A, while ensuring participants outside Wellington do not lose time when a Code timeframe falls on a regional holiday they observe.

Refining retailers' record retention obligations under Part 11A

Section 5 proposes amending clause 11A.6 of the Code to introduce a new exception to the record retention requirements for the CCOs, so that a retailer is only required to retain records for a period of 10 years from the date of the activity to which the record relates.

This proposal reflects our consideration that retailers should only be required to retain records for as long as is reasonably necessary for the Authority to monitor and enforce compliance with the CCOs.

AUFLS director certification

Section 6 proposes to amend Part 8 of the Code to require annual director certification of compliance with AUFLS Code requirements.

The AUFLS scheme plays a critical role in preventing cascade failure following a significant loss of generation injection or transmission capacity. AUFLS providers must submit AUFLS load data annually by 1 April which the System Operator uses to assess the power system's overall preparedness for AUFLS events.

While compliance has improved since reporting arrangements were put in place in 2021, concerns remain that participants' respective knowledge of AUFLS management processes varies and we believe may in some cases be concentrated in a single staff member of a participant, increasing the risk of non-compliance should staff leave.

We propose amending the Code to require annual certification to improve the Authority's ability to monitor compliance with AUFLS obligations and enhance the assurances we receive from participants about their compliance.

Technical and non-controversial amendments

Section 7 explains that the Authority is proposing two technical and non-controversial corrections to the Code to improve clarity and accuracy. These two changes seek to resolve the fact that two forms prescribed via 'Schedule 11.6', which comes into force on 30 October 2026, do not reflect the exact wording from the Code provision they rely on. We have amended the forms to include the exact wording as its empowering provision to avoid any issues caused by misalignment.

While consultation is not required for these updates, feedback is welcomed to ensure the Code remains clear and consistent.

Feedback on the proposals is due by 12 August 2026

We welcome feedback on any or all sections of this omnibus by 12 August 2026. We will consider all submissions before making our final decisions. We also welcome feedback on the format of the omnibus consultation and possible improvements for the future.

Contents

1. Purpose

We are seeking your views on several discrete proposals

1.1. The purpose of this omnibus is to consult with interested parties on the following varied discrete proposals in a streamlined format:

(a) Clarify upcoming retailer obligations relating to recovery of undercharged amounts and standardised bill information.

(b) Clarify the definition of 'generally available retail tariff plans' to explicitly include plans that require specific equipment, end uses, or load profiles (e.g., electric vehicles or solar plans).

(c) Improve the definition of 'business days' for Part 11A.

(d) Clarify the application of record retention obligations for Part 11A

(e) Require annual director certification of compliance with automatic under frequency load shedding (AUFLS) Code requirements.

(f) Resolve technical and non-controversial issues around prescribed forms for consumption information.

1.2. Each proposal is set out in a separate section of this paper, along with a regulatory statement for each proposal. The regulatory statement includes:

(a) A statement of the objectives of the proposed amendment.

(b) An evaluation of the costs and benefits of the proposed amendment

(c) An evaluation of alternative means of achieving the objectives of the proposed amendment.[1]

1.3. The draft wording of each proposed Code amendment is included in appendices A to F.

1.4. This paper also proposes a list of technical and non-controversial Code amendments. These amendments do not require consultation, but we welcome feedback on the proposals. These are included in Appendix F.

How to make a submission

Submissions can be made using our template

1.5. The Authority's preference is to receive submissions in electronic format (Microsoft Word) in the format shown in Appendix G. Submissions in electronic form should be emailed to consumercareconsultation@ea.govt.nz with "Omnibus #7 consultation" in the subject line.

1.6. If you cannot send your submission electronically, please contact the Authority at consumercareconsultation@ea.gotvt.nz or 04 460 8860 to discuss alternative arrangements.

---

1 As required under section 39 of the Act.

1.7. We will publish all submissions. If you consider that the Authority should not publish any part of your submission, please:

(a) indicate which part should not be published and explain why,

(b) provide a version of your submission that the Authority can publish (if we agree not to publish your full submission).

1.8. If you indicate part of your submission should not be published, the Authority will discuss this with you before deciding whether to not publish that part of your submission.

1.9. All submissions, including any parts the Authority does not publish, can be requested under the Official Information Act 1982. This means the Authority would be required to release material not published unless a good reason existed under the Act.

Feedback on proposals is due by 12 August 2026

1.10. Please deliver your submission by 5pm on Wednesday 12 August 2026.

1.11. Authority staff will acknowledge receipt of all submissions electronically. Please contact the Authority at info@ea.govt.nz or 04 460 8860 if you do not receive electronic acknowledgement of your submission within two business days.

2. Operational improvements to new billing obligations relating to undercharged amounts

The existing arrangements (effective from 30 October 2026)

2.1. The Electricity Industry Participation Code (Improving Electricity Billing) Amendment 2026 (Billing Amendment)[2] will introduce, from 30 October, new obligations to:

(a) make customer invoices clearer, more consistent, and more useful for consumers

(b) introduce safeguards to protect domestic and small business consumers from unexpected back bills.

Protections relating to back bills

2.2. The provisions in the Billing Amendment relating to recovery of undercharged amounts were designed to reduce bill shock from unexpected back bills. As we noted in our consultation paper[3] on the billing proposals, estimated bills can accumulate over many months or even years, and large back bills may arrive without warning, far exceeding existing household or small business budgets. The resulting bill shock can be financially significant, especially for low-income or vulnerable consumers.

2.3. To address this risk, new clause 11.32H will impose a time limit on a retailer's ability to recover amounts relating to electricity consumption that were not previously charged to a domestic or small business consumer. Unless an exception in clause 11.32H(3) applies, a retailer will be unable to recover an undercharged amount relating to electricity consumed more than six months before the date of the invoice.

2.4. Where a retailer proposes to recover an undercharged amount, clause 11.32H(2) will require the retailer to:

(a) make reasonable endeavours to contact the customer before issuing the invoice, to:

(i) advise the customer of the undercharged amount

(ii) offer a payment plan, and

(iii) explain how the customer may make a complaint

(b) state the undercharged amount separately on the invoice

(c) state the period within which the customer must pay the undercharged amount, being either —

(i) a minimum of the period during which the undercharging occurred, if the undercharging occurred over a period of less than 6 months; or

(ii) at least 6 months, in any other case; and

(d) advise the customer that the amount may be paid by instalments, and

---

[2] See: Improving Electricity Billing | Electricity Authority.

[3] See: Improving electricity billing in New Zealand – Consultation paper

(e) not charge interest on the undercharged amount.

2.5. These requirements will apply regardless of the dollar value of the undercharged amount the retailer is proposing to recover.

Standardised billing requirements

2.6. The Billing Amendment will also require retailers to ensure that each invoice issued to a customer complies with a set of mandatory standards (the Billing Standards), set out in new Schedule 11A.2 of the Code.

2.7. New clause 5(1)(g) of Schedule 11A.2 will require each invoice to include the following information, if the retailer is seeking to recover any undercharged amount:

(a) the undercharged amount to be recovered, as a separate dollar figure including GST, and

(b) the due date for payment of that undercharged amount, determined in accordance with clause 11.32H(2).

Problem definition

2.8. During the process of developing retailer guidance on the new obligations, the Authority identified that some elements of the new obligations relating to undercharged amounts could be amended to make them more targeted. This would support their efficient implementation while better delivering their intended consumer protections.

2.9. The purpose of the undercharging obligations is to protect consumers from unexpected and potentially unaffordable back-bills.

2.10. However, feedback received during preparation for implementation has identified two issues that may affect whether the obligations operate as intended:

(a) whether the advice and support requirements should apply to every undercharged amount regardless of monetary value; and

(b) whether the requirement to separately state an undercharged amount and a separate due date on the invoice is workable in all billing scenarios, without reducing invoice clarity.

2.11. These issues arose through feedback received after the decision to make the new obligations was made during our work with retailers on guidelines to implement the billing provisions. Feedback from stakeholders during consultation had primarily related to the time limit of our proposed cap on recovering undercharged amounts and the scope of proactive measures retailers must take to reduce the likelihood of back bills.

Application of advice and support requirements for any undercharged amount

2.12. The incoming requirements under clause 11.32H require retailers to provide support to any customers they are seeking to invoice for undercharged consumption. These provisions include providing advance notice of the undercharged amount and offering a payment plan.

2.13. Feedback from retailers preparing for the 30 October 2026 requirements indicates that, where undercharged amounts are considered “insignificant” by consumers, requirements on retailers to offer a payment plan and provide complaints information may be disproportionate to the consumer risk the provision is intended to address.

2.14. In practice, small, undercharged amounts may be the result of technical factors which are not always visible to or understood by customers. For example, the transmission of smart meter data may be delayed due to communication issues, resulting in later bill adjustments of small amounts. Similarly, customer-submitted meter readings may also lead to undercharges that require correction.

2.15. The Authority considers there is a case for introducing a threshold so that additional advice and support requirements are better targeted to undercharged amounts that could reasonably affect consumers and which should be brought to their attention.

2.16. Any change would only affect the threshold at which consumers would receive additional support for undercharged consumption, it would not affect any of the other back billing related changes.

2.17. This would preserve the core protection for consumers while avoiding unnecessary process and costs for amounts that are unlikely to cause material harm.

Workability issues with displaying multiple amounts and payment due dates on invoices

2.18. We have also received feedback that the requirement to separately state an undercharged amount and a separate due date on the customer's invoice may not be workable, or even feasible, in all billing scenarios.

2.19. The policy intent is that customers should be able to clearly identify any undercharged amount being recovered, understand the extended payment period that applies, and distinguish that amount from current charges. The issue is whether the current drafting is the most effective way to achieve that outcome in all cases.

Customers with legacy meters that have not been read in multiple billing periods

2.20. Where a legacy meter[4] has not been read across multiple billing periods, the retailer may not hold actual consumption data for each relevant period. The eventual meter read may confirm that the customer has been undercharged but it may not provide a reliable basis for allocating the undercharged amount between the current billing period and an earlier billing period.

2.21. This may create a workability issue with the obligations, because the new Code obligation will require the retailer to identify the undercharged amount to be recovered as a separate amount to the currently due amount.

2.22. Where consumption has been estimated across multiple periods, the available information may not support a precise allocation of the undercharge between the current and past billing periods.

[4] 'Legacy' or analogue meters record power consumption mechanically and are read manually. There are very few of these meters still in use. These are different to 'smart' meters which record half-hourly power use electronically and transmit this using cellular reception to the relevant power company.

Billing systems generally manage one balance and one due date

2.23. Retailers have also raised that their billing systems commonly calculate and present a single total amount owing and a single invoice due date.

2.24. Requiring an undercharged amount to be treated as a separate balance with a separate due date would require some retailers to operate parallel billing, payments and collections processes.

2.25. Retailers have told us this could require material changes across interconnected systems, including billing, payment allocation, credit management, collections, customer communications and debt-referral processes. This could involve substantial cost and complexity that may be disproportionate to the consumer benefit.

2.26. If not implemented carefully, multiple amounts and multiple dates could also reduce invoice clarity rather than improving it. For example, a customer may have difficulty identifying the total amount owing, which amount is overdue (if any), and which amount is subject to an extended payment period.

2.27. The Code should ensure consumers receive clear, accurate and useful information about any undercharged amount, while avoiding invoice presentation requirements that may create unnecessary complexity.

Proposals

Proposal 1 – Introduce a threshold for advice and support for undercharged amounts

2.28. We propose introducing a threshold for the application of the support and advice obligations relating to undercharged amounts in new clause 11.32H(2)(a), (c) and (d).

2.29. We propose this threshold be set at 15% of the customer's average invoiced amount over the past 12 months worth of invoicing periods, on the basis this best balances the following considerations:

(a) Consumers receive useful support and advice from their retailers' receiving invoices with undercharge amounts that could be material to their circumstances.

(b) Impacts on a consumer's experience in regard to receiving helpful and timely advice or overly frequent and bothersome service.

(c) There will be substantial variance between what undercharge amounts consumers may consider significant and requiring of support and advice. Our setting of 15% intends to target undercharge amounts more likely to be considered material and requiring of support, across a range of different average monthly electricity bills.

(d) Acknowledging the costs to retailers to fulfil the communication and support obligations required of them under clause 11.32H. Without useful targeting we are concerned implementation costs can be disproportionate to the consumer benefit these requirements intend to provide. We also note the relationship between operational costs and the costs consumers see on their bill.

(e) The threshold is reflective of the seasonal variation of a consumer's seasonal variation in energy use. For customers who have been with their retailer for less than 12 months, the retailer will be required to make a reasonable estimate of the customer's expected invoice amount for an invoicing period.

(f) Limited to no data on average back bill amounts customers are likely seeing on their bills, noting complexity of pinning specific undercharge usage to specific time periods.

An objective percentage threshold best accounts for the variance for what dollar amounts would usefully trigger support and advice offerings from a retailer

2.30. It is difficult to assess at what point the support and advice obligations become unnecessary to meet the policy intent. We believe there may be a substantial variance between what any consumer or any retailer would perceive as a suitable threshold for triggering support and advice offerings

2.31. We consider that while any simple, objective threshold will not suit all scenarios, it can still materially address the problem if set at a level that excludes situations where it is clearly unnecessary.

2.32. We view that a 15% threshold may still capture situations where, in the circumstances of the customer, the support and advice obligations are not strictly necessary. However, we also view that the disadvantages of a customer receiving this support is lower than the disadvantages of setting the threshold too high and excluding customers who would benefit from these protections.

A threshold setting of 15% seems most appropriate in relation to average monthly electricity bill figures

2.33. Findings from the Authority's retail market monitoring[5] indicate that for the period between April 2025 and March 2026, depending on the region, the average bill for a low user was between $170 and $250 per billing month, and standard users' bills between $260 and $350 per month.[6]

2.34. Figure 1 shows a dollar impact of a 15% threshold against different average monthly bill figures and compares it with thresholds of 10% and 20%. We consider a 15% threshold to provide the best balance of the considerations discussed throughout this proposal.

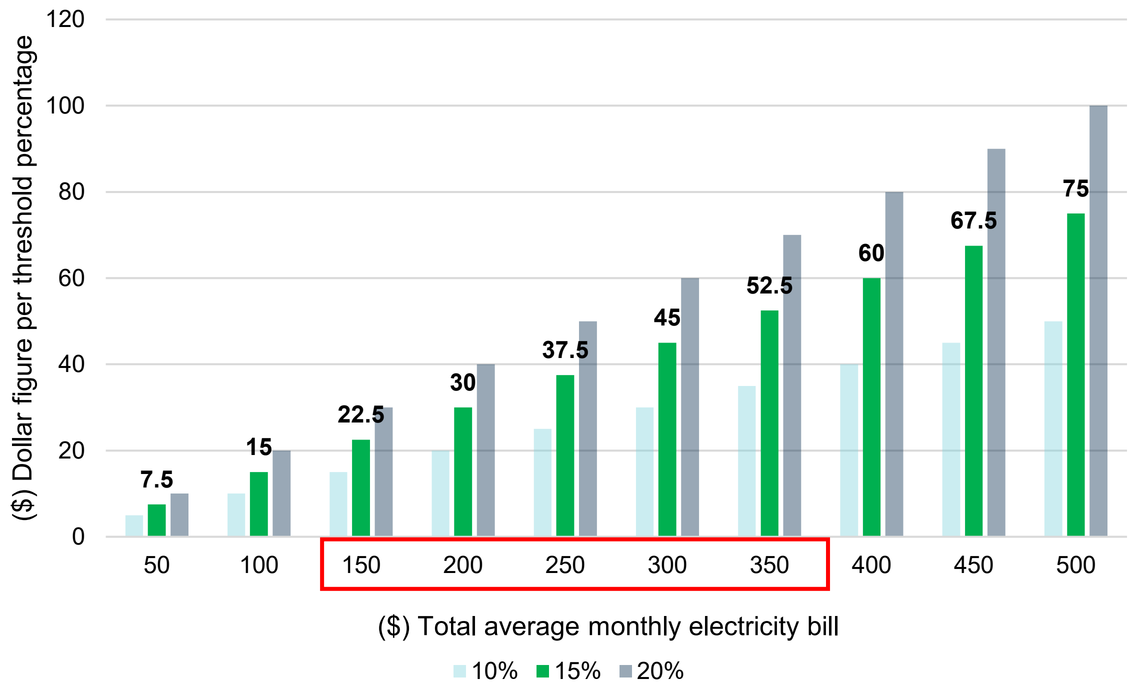
2.35. This proposal would, in practice, mean a $37.50 threshold for a customer who has an average monthly electricity bill of $250. The retailer would only be obliged to contact that customer in advance and offer the full suite of support and advice required under clause 11.32H if the undercharged amount was $37.50 or more.

2.36. At the lower end of our estimated figures, a $150 average monthly electricity bill would translate to a 15% threshold dollar figure of $22.50, while on the higher end of $350, a threshold dollar figure of $52.50.

[5]See https://www.ea.govt.nz/data-and-insights/charts-and-dashboards/regional-power-prices/

[6] These figures include GST, and exclude other services bundled on the invoice, additional fees and discounts.

Figure 1: Possible thresholds per undercharge amount



2.37. The proposed threshold would not change the core six-month limit on recovering undercharged amounts or the prohibition on charging the customer interest on the recovery of undercharged amounts. Retailers would also still need to clearly state any undercharged amount to be recovered, with some proposed modifications to this obligation discussed in Proposal 2 below.

2.38. Appendix A sets out the proposed Code amendment.

Q2.1 Do you agree the Code should include a threshold for the advice and support obligations that apply when a retailer seeks to recover an undercharged amount? Please explain your answer.

Q2.2 Do you agree the threshold should be based on 15 percent of the customer's average invoiced amount over the previous 12 months? Please explain your answer.

Q2.3 For retailers, how do you quantify the costs and benefits for any activities you undertake to prevent consumers accumulating debt (e.g. provision of support and advice)? Please explain whether and why your current processes elect certain trigger points for when your support processes for consumers take place.

Proposal 2 – Enable flexibility for how undercharge information is provided to the customer

2.39. We propose to replace the requirements to apply a separate due date to undercharged amounts, and to state the undercharged amount and separate due date in the customer's invoice, with:

(a) A requirement to offer the customer a payment plan for any undercharged amount invoiced to the customer (in excess of the threshold specified in Proposal 1), under which the customer is not required to pay the undercharged amount before the expiry of the time period currently specified in new clause 11.32H(2)(c).

(b) A provision for the retailer to state the undercharged amount in dollar figures and offer a payment plan for the undercharged amount (where applicable under Proposal 1) either in the invoice or in a separate written communication.

2.40. This proposal seeks to address the implementation challenges identified above while preserving the consumer protection outcomes intended by the better billing changes.

2.41. The customer would continue to be protected from having to repay an undercharged amount immediately (for undercharged amounts over the new threshold). However, the protection would be given effect through the requirement to offer a payment plan, rather than through the creation of a separate due date.

2.42. This proposal would also provide flexibility for retailers to choose whether to provide information about the undercharged amount in the customer's invoice or in a separate written communication provided at the same time as the invoice.

2.43. This would address the system issues retailers have identified, while still ensuring customers receive clear information about any undercharged amounts and, if the threshold is met, the availability of a payment plan.

2.44. The proposal would not change:

(a) the six-month cap on recovery of undercharged amounts

(b) the exceptions to that cap

(c) the requirement to take proactive measures to reduce the likelihood of undercharging

(d) the prohibition on interest, or

(e) the customer's right to make a complaint.

2.45. Appendix A sets out the proposed Code amendment.

Q2.4 Are there practical challenges for some billing systems in maintaining and displaying an undercharged amount as a separate balance with a separate due date? Please explain your answer.

Q2.5 Do you agree with the Authority's proposal to replace the separate due date and mandatory invoice fields for undercharged amounts with a requirement to:

a. state the undercharged amount in either the invoice or in a separate written communication provided at the same time as the invoice, and

b. offer a payment plan and longer timeframe to repay the undercharged amount, if it reaches the threshold in Proposal 1?

Please explain your answer.

Regulatory statement[7]

Objective of the proposed amendment

2.46. The objective of the proposed amendment is to ensure the protections introduced by the Billing Amendment are effective, proportionate and operationally workable.

Evaluation of the costs and benefits of the proposed amendment

2.47. We consider the proposed amendment would have a positive net benefit, by reducing implementation and ongoing compliance costs for retailers, while preserving effective protections for residential and small business consumers against the risk of bill shock from unexpected back bills.

2.48. It has not been practicable to quantity the costs and benefits, so a qualitative assessment of the proposal's costs and benefits has been undertaken.

Benefits

2.49. The primary benefit of the proposed amendment is to reduce the implementation and ongoing administration costs to retailers by:

(a) allowing retailers to recover small undercharged amounts without incurring the cost of complying with the support and advice obligations in new clause 11.32H(2)(a), (c) and (d), where those obligations are not necessary to protect consumers from bill shock

(b) avoiding potentially costly and disproportionate system changes by allowing retailers to:

(i) provide customers additional time to repay material undercharged amounts through a payment plan, rather than creating parallel balances and multiple due dates in their systems, and

(ii) provide information about undercharged amounts alongside an invoice instead of on the invoice itself, where their billing systems do not support this.

2.50. The proposed amendment may also reduce the risk of errors with billing, payment-allocation and collection that might otherwise result from significant changes to interconnected systems.

2.51. The proposed amendment would preserve the substantive consumer protections introduced under the Billing Amendment. In addition, the proposals are expected to have the following benefits for consumers:

(a) avoiding unnecessary customer communications for small, undercharged amounts, where those communications may be disproportionate, confusing or of limited practical value to the customer

[7] This regulatory statement applies to proposals 1 and 2, not the Billing Amendment as made. For more information on the Billing Amendment, including the regulatory statement consulted on for that amendment, see: Improving Electricity Billing | Electricity Authority.

(b) supporting clearer invoices by removing the need to show two separate balances with two different due dates, and

(c) enabling customers' understanding of the undercharged amount, the payment plan offer, and the customer's rights in a clear written communication provided at the same time as the invoice.

Costs

2.52. There will be some operational costs to retailers in undertaking threshold evaluations under Proposal 1. However, we assess these costs as relatively low compared to the benefits of the proposal, in particular that it means that retailers will not need to incur the cost of applying the support and advice obligations in relation to every undercharged amount.

2.53. Similarly, we expect there will be some operational costs in implementing Proposal 2, but we also expect these costs to be low compared to the costs for retailers if the new Billing Amendment obligations apply unamended.

2.54. There is a risk, under Proposal 2, that some customers may not contact the retailer to arrange for payment of an undercharged amount over a longer time frame and/or in instalments, even where they would benefit from doing so.

2.55. This risk is mitigated by the existing requirement for the retailer to make reasonable endeavours to contact the customer before issuing the invoice and to offer a payment plan. This, along with the requirement to provide clear information about undercharged amounts and customer entitlements to payment plans, provides an important safeguard.

Evaluation of alternative means of achieving the objectives of the proposed amendment

Proposal 1

Alternative considered	Reason not preferred
Adopt a flexible threshold that requires the retailer to satisfy itself that the undercharged amount is unlikely to result in consumer harm from bill shock	A more flexible threshold would give the retailer discretion to decide, on a case-by-case basis, whether the additional advice and support obligations apply, having regard to the affected customer's specific circumstances. This could potentially benefit customers by allowing retailers to take account of individual circumstances known to them, thereby producing outcomes more tailored to customer circumstances. However, we do not prefer this alternative given the disadvantages and associated costs: - it would increase the regulatory burden on retailers by requiring them to undertake a more personalised assessment of the potential risk of harm (compared with application of a clear threshold)

	- it would likely require the Authority to develop guidelines and default thresholds to support retailer compliance - if applied incorrectly, it could undermine the policy intent of standardising key consumer protections.
Adopt a prescribed dollar amount threshold, such as $30 or $50	This would be easier for retailers to implement as it would reduce the need to determine a customer's average invoice amount. However, we do not prefer this alternative as it is less flexible than an average percentage, which means it: - would not change with changing electricity costs and could quickly become out of date, requiring a further Code amendment - would not reflect differences in customers' invoicing period and average electricity amounts and is therefore less likely than the proposal to achieve the policy intent.

Proposal 2

Alternative considered	Reason not preferred
Remove only the separate due date for undercharged amounts from bills	This would address some potential customer confusion but may still require significant billing system changes to identify, calculate, maintain, and display the undercharged amount separately from current charges on invoices. It would also provide less flexibility to explain the amount and the customer's repayment protections together in a clear accompanying communication. The Authority therefore does not prefer this option.
Remove undercharged amounts from bills but still retain the requirement for a separate due date in new clause 11.32H(2)(c)	This would address retailer's workability issues with invoices and address potential customer confusion. However, it would still require retailers to maintain two separate amounts and due dates in their systems. It therefore does not address the system issues identified above. The Authority therefore does not prefer this option.

Assessment of the proposed Code amendment against section 32(1) of the Act

2.56. The Authority considers that the proposed amendment is consistent with the Authority's statutory objectives, and complies with section 32(1)(c) of the Act, because it would contribute to the efficient operation of the electricity industry by:

(a) removing unnecessarily prescriptive billing requirements

(b) reducing substantial system development and process change costs

(c) reducing the risk of errors across billing, payment, credit and collections systems, and

(d) allowing retailers to use a clearer and more operationally workable method of communicating undercharged amounts to consumers.

2.57. The Authority also considers the amendment is consistent with the Authority's additional objective, as they are expected to promote more proportionate and effective application of the protections for domestic and small business consumers introduced under the Billing Amendment.

2.58. The proposal is not expected to have a material effect on competition or the reliable supply of electricity.

Assessment of the proposed Code amendment against Code amendment principles

2.59. The Authority considers that the proposed amendment is consistent with the Code amendment principles because it:

(a) addresses an evidenced operational problem with the upcoming requirements

(b) preserves the intent of the underlying consumer protection outcomes

(c) is less prescriptive and more proportionate than the existing approach

(d) recognises limitations arising from legacy meter data

(e) reduces unnecessary system complexity and implementation risk

(f) provides retailers with reasonable flexibility while retaining clear minimum requirements, and

(g) is expected to deliver benefits proportionate to the costs and risks.

Q2.5. Do you agree that the benefits of the proposed Code amendment outweigh its costs?

Q2.6. Do you agree the proposed amendment is preferable to the alternative options considered?

If not, please explain your preferred option and how it would better promote the Authority's statutory objectives.

Q2.7 Do you agree with the analysis in this regulatory statement? If not, please explain why.

3. Generally available retail tariffs

The existing arrangements

3.1. The Code definition of *generally available retail tariff plan* was first inserted into the Code in 2016. It is currently used in clause 11.32G to specify the boundaries of product information that retailers must be provide on request.

3.2. From 30 October 2026, the definition will take on greater significance as it will be used to establish:

(a) the plans that must be in a plan catalogue that retailers must publish under clause 11A.17,

(b) the application of product identification codes under clause 11.32AA, and

(c) the application of EIEP14A[8], which applies when a person requests a retailer to provide product information and specifies the format in which that information should be provided.

3.3. The Government is preparing to designate the electricity sector under the Customer and Product Data Act 2025, by promulgating enabling regulations. Those regulations will cross reference the Code definition of *generally available retail tariff plan* when specifying the classes of product data that will be designated under those regulations.

Problem definition

3.4. The current definition in clause 1.1 of the Code specifies that a *generally available retail tariff plan* is a plan which is available to any customer, provided that the customer meets requirements relating to:

(a) creditworthiness

(b) physical location

(c) metering configuration

(d) price category code (which is allocated by the relevant distributor).

3.5. A strict interpretation of the definition may exclude plans where retailers require customers to satisfy other requirements not listed above. In particular, where retailers require that customers have certain equipment to be eligible for a plan, like an electric vehicle, solar panels, battery storage, or any other equipment.

3.6. A strict interpretation would be contrary to the Authority's intention to include plans with those criteria within the ambit of being generally available. The Authority indicated this intention in its decision on 24 November 2015[9], where it expressly declined to exclude EV plans from the definition of generally available retail tariff

[8] Electricity information exchange protocol (EIEP) that sets out standard formats for the exchange or provision of information.

[9] decision making the Electricity Industry Participation Code (Access to Retail Tariff Information) Amendment 2015

plans on the basis that that would be counter to the policy intention of the Code amendment.

3.7. It appears that a wider interpretation, as was intended, has been applied in practice by retailers. We have seen no evidence, for example, of retailers excluding EV or solar plans from their understanding of the definition of what is a generally available plan.

3.8. A strict interpretation of the definition, excluding plans that require evidence of any specific equipment, potentially limits the scope of plans published in retailers' plan catalogues, assigned product identification codes and information shared in EIEP14A. Further, it could narrow the scope of product data available under the Open Electricity designation. Collectively, this would undermine the market transparency objective of this policy work.

Proposal – amend the definition of generally available retail tariff plan

3.9. The Authority proposes to make minor amendments to the definition of *generally available retail tariff plan* to clarify that the definition includes plans available to any customer, subject to the existing set of criteria, **and** any requirement that the customer has specified equipment, end-uses or a certain load profile.

3.10. Appendix B sets out the proposed amendment.

Regulatory statement

Objectives of the proposed amendment

3.11. The objective of the proposal is to clarify the intended, communicated, and widely understood policy position that requirements on customers to have specific equipment, end-uses, or load profiles, does not exclude those plans from the definition of *generally available retail tariff plan.*

Evaluation of the costs and benefits of the proposed amendment

3.12. We consider the proposed Code amendment would have a positive net benefit, for the reasons set out below. It has not been practicable to quantity the costs and benefits, so a qualitative assessment of the proposal's costs and benefits has been undertaken.

3.13. This is a clarification of the current policy position which appears to be well-understood and accepted in the retail market. We note that in related instruments such as the EIEP14A, the explicit inclusion of electric vehicle plans met with no objection from submitters. Given this, we do not expect that there will be any changes to costs from making this clarification because most retailers already appear to be interpreting the definition in this way.

3.14. The proposed amendment would provide benefits for participants by providing greater regulatory certainty. Participants would need to spend less time and resources determining whether or not a plan fits within the defined scope.

3.15. There would be similar time and resource benefits for the Authority in avoiding the need to deal with any potential complaints made about interpretation of the definition. The amendment would also provide clarity for the other contexts which will rely on the definition, such as the consumer data right.

Evaluation of alternative means of achieving the objectives of the proposed amendment

Alternative considered	Reason not preferred
Preparing and publishing advice or guidance to clarify the position	The Authority could issue advice or guidance to the effect that customer eligibility criteria (including EV ownership for example), do not, in the Authority's view, take such a plan outside of the scope of being a *generally available retail tariff plan*. However, we acknowledge that any such guidance would not be binding and would not conclusively resolve the regulatory uncertainty.

Assessment of the proposed Code amendment against section 32(1) of the Act

3.16. The Authority considers that this proposal is consistent with the Authority's statutory objectives and complies with section 32(1) of the Act. It seeks to clarify an already indicated policy position, supporting the efficient and effective implementation of other Code provisions mandating the provision of product information.

3.17. It is also consistent with the protection of the interests of domestic and small business consumers because it clarifies the ambit of the definition, mandating the provision of product information relating to these plans.

3.18. We consider that clarifying the definition supports the efficient operation of the electricity industry by reducing ambiguity.

Assessment of the proposed Code amendment against Code amendment principles

3.19. The proposed Code amendment is consistent with the Code amendment principles as required by the Authority's Consultation Charter.

Q3.1 Do you agree that the current definition of *generally available retail tariff plan* risks creating ambiguity, specifically around plans that require customer to have specific equipment installed?

Q3.2. Do you agree that the benefits of the proposed Code amendment outweigh its costs?

Q3.3 Do you agree that the proposed amendment is preferable to clarifying the intention of the definition of *generally available retail tariff plan* through advice or guidance?

If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.

Q3.4. Do you agree with the analysis presented in this Regulatory Statement? If not, why not?

4. Updating the definition of 'business days' for the purposes of Part 11A: Consumer Care

The existing arrangements

4.1. For the purposes of Part 11A of the Code, the term 'business day' is given the same meaning as is used throughout the Code (other than in Part 6). It means:[10]

any day of the week except Saturdays, Sundays, **national holidays**, the day observed as Wellington Anniversary Day, and any other day from time to time declared by the **Authority** not to be a business day by notice to each **registered participant**.

4.2. This definition reflects the historical use of business-day timeframes for interactions involving market operators and other industry participants, many of which were based in Wellington.

4.3. Part 11A, however, primarily regulates interactions between retailers and residential consumers throughout New Zealand. Some Part 11A timeframes are intended to give consumers certain protections for defined periods, while others give participants, mainly retailers, time to take certain action under the Code.

4.4. Applying the general Code definition to Part 11A means:

(a) Wellington Anniversary Day is treated as a non-business day regardless of where the affected customer or participant is located.

(b) And other regional anniversary holidays are treated as business days, including where the holiday is observed in the region in which the affected customer or participant is located.

Problem definition

4.5. The current definition of business day for the purposes of Part 11A creates an inconsistent and Wellington-centred outcome:

(a) Consumers outside Wellington may receive less protection than consumers within the Wellington region, if a protection exists for a specific business day timeframe that falls over the regional anniversary holiday relevant to that customer.

(b) Participants outside Wellington have fewer business hours within which to take certain action under the Code than Wellington-based participants, if the timeframe falls over a regional anniversary holiday relevant to that participant.

4.6. There is no clear policy basis for treating equivalent regional anniversary holidays differently for the purposes of Part 11A.

Consumers outside Wellington may receive less protection

4.7. If a protection exists for a specific business day timeframe, a customer in Wellington benefits from Wellington Anniversary Day being excluded from the calculation of

[10] Clause 1.1(1) definition of "business day".

business days. A customer in another region does not receive equivalent treatment for their regional anniversary holiday.

4.8. For example, under clause 48 of the CCOs, a retailer must provide at least 21 business days for a customer or residential consumer to make an application for medically dependent consumer status, before the retailer may decide to no longer regard that person as someone who may be a medically dependent consumer. At that point, that person loses protections under the Code.

4.9. If the customer is based in Auckland, under the Code definition Auckland Anniversary Day would be counted as a business day when calculating the 21-business day timeframe, even though it may not be possible for the customer or consumer to engage with their health practitioner or their retailer to facilitate an application on that day. In contrast, Wellington Anniversary Day would not be counted for a customer whose premises are in Wellington.

Participants outside Wellington may have less time to comply

4.10. Some provisions of Part 11A require or provide for participants to take certain actions within a specified timeframe. For participants outside Wellington, this means they have a reduced maximum timeframe to take that action, if the timeframe falls over a relevant regional anniversary holiday, compared to participants in Wellington, if a timeframe falls over Wellington Anniversary Day.

4.11. For example, a retailer who is required to make a referral under clause 5 of the CCOs within 5 business days must do so within 4, if the time period captures a regional anniversary and the retailer is closed on that holiday.[11]

Proposal

4.12. The Authority proposes to amend the Code so that the definition of business day applies to Part 11A:

(a) excludes the regional anniversary holiday relevant to the retailer, based on the retailer's physical address recorded in the register of industry participants, where the retailer must or may do something within a specified timeframe; and

(b) otherwise excludes the regional anniversary holiday relevant to the consumer, based on the location of the consumer's ICP.

4.13. Using the premises associated with the relevant ICP for consumer-facing provisions would provide an objective and readily identifiable basis for determining which regional anniversary holiday applies. Where the provision is not consumer-facing, the regional anniversary holiday observed by the relevant participant would apply, based on the participant's address on the participant register.

4.14. Table 1 below sets out each business day reference in Part 11A and the effect of the proposed approach on counting of time periods under each Code obligation.

---

[11] Also see obligations on retailers to undertake certain actions within a set number of business days in clause 25(5),

4.15. We intend to update our Retailer Guidance document to support retailers to understand how these amendments may impact them, subject to consultation and final Board approval.

4.16. See Appendix C for the proposed Code amendment.

Table 1: Part 11A references to 'business day'

Code reference	Summary of relevant obligation	Effect of proposed approach to definition of business day
11A.8	If the retailer fails to nominate an appropriate person to undertake an independent review within **5 business days**, the Authority may direct the retailer to appoint a person of the Authority's choice.	Exclude the regional anniversary day observed by the **retailer** (the clause enables the retailer to act within the specified timeframe).
11A.10	The retailer must provide information requested by a person undertaking an independent review no later than **15 business days** after receiving the request.	Exclude the regional anniversary day observed by the **retailer** (the obligation requires the retailer to take action within the specified timeframe).
Schedule 11A.1, clause 5	The retailer must refer a customer to a support agency or agencies in specified circumstances within **5 business days**.	Exclude the regional anniversary day observed by the **retailer** (the obligation requires the retailer to take action within the specified timeframe).
Schedule 11A.1, clause 25	The retailer must contact a customer and take certain steps within **5 business days** of a customer on a payment support plan falling behind in their repayments.	Exclude the regional anniversary day observed by the **retailer** (the obligation requires the retailer to take action within the specified timeframe).
Schedule 11A.1, clause 32	A condition for a retailer disconnecting a post-pay customer for non-payment of an estimated reading in certain circumstances is that the customer has, for at least **20 business days**, failed to respond to or refused requests from the retailer, or the retailer's agent, for access to a metering installation at the customer's premises for the purposes of obtaining a meter reading or carrying out a metering installation repair, replacement or certification.	Exclude the regional anniversary day observed by the **customer** (the obligation provides a time-bound protection against disconnection in certain circumstances, to enable the customer sufficient time to respond).
Schedule 11A.1, clause 35	A distributor must not electrically disconnect a residential consumer's premises for non-payment in respect of distribution services unless the distributor has provided at least **5 business days'** notice to the responsible trader.	Exclude the regional anniversary day observed by the **residential consumer** (the obligation provides a time-bound protection against disconnection, to provide appropriate notice to responsible trader and, by extension, the customer).
Schedule 11A.1, clause 36(1)(d)	A retailer must not electrically disconnect an uncontracted premises at a time that at which it would be unreasonably difficult to seek rapid reconnection, which may include a non-business day, or after midday on the day before a non-business day.	Exclude the regional anniversary day observed by any **residential consumer** at the premises (the obligation provides a time-bound protection against inappropriate disconnection).

Code reference	Summary of relevant obligation	Effect of proposed approach to definition of business day
Schedule 11A.1, clause 38(1)(b)	A retailer must not electrically disconnect a post-pay customer's premises at a time that at which it would be unreasonably difficult to seek rapid reconnection, which may include a **non-business day**, or after midday on the day before a **non-business day**.	Exclude the regional anniversary day observed by the **customer** (the obligation provides a time-bound protection against inappropriate disconnection).
Schedule 11A.1, clause 42(b)	A retailer must contact a customer to offer assistance and information if the customer has not reconnected **5 business days** after a disconnection.	Exclude the regional anniversary day observed by the **retailer** (the obligation requires the retailer to take action within the specified timeframe).
Schedule 11A.1, clause 44(a)(ii)	A retailer must not electrically disconnect a prepay customer for running out of credit at a time that would not be reasonably easy for the customer to seek rapid reconnection, which may include a **non-business day**, or after midday on a **non-business day**.	Exclude the regional anniversary day observed by the **customer** (the obligation provides a time-bound protection against inappropriate disconnection).
Schedule 11A.1, clause 48	When a retailer becomes aware of information that a reasonable retailer would consider indicates that a customer or residential consumer may be medically dependent, the retailer must advise them that, if the retailer does not receive an application for medically dependent consumer status (in any form) within a period specified by the retailer, which must be least **21 business days**, the retailer may decide to no longer regard that customer or residential consumer as someone who may be a medically dependent consumer.	Exclude the regional anniversary day observed by the **consumer** (the obligation provides a time-bound protection for consumers to enable an application for medically dependent consumer status to be progressed).
Schedule 11A.1, clause 53(2)	If a retailer has requested a confirmation of status form from an applicant for medically dependent consumer status, and has not received a valid form within **21 business days**, it must (if considering declining the application) advise the applicant to provide a valid form as soon as practicable, and that, if one is not received within the time specified (which must be at least **10 business days**), the retailer may decline the application.	Exclude the regional anniversary day observed by the **consumer** (the obligation provides a time-bound protection for consumers to enable an application for medically dependent consumer status to be progressed).
Schedule 11A.1, clause 55	A retailer may decline an application for medically dependent consumer status if applicant does not respond to any questions from the retailer, and does not otherwise communicate with the retailer within a period of at least **21 business days**.	Exclude the regional anniversary day observed by the **consumer** (the obligation provides a time-bound protection for consumers to enable an application for medically dependent consumer status to be progressed).
Schedule 11A.1, clause 63	A retailer may no longer regard a person as someone who may be medically dependent, if the retailer has not received an application (in any form) for medically dependent consumer status within at least **21 business days** of attempts to contact that person.	Exclude the regional anniversary day observed by the **consumer** (the obligation provides a time-bound protection for consumers to enable an application for medically dependent consumer status to be progressed).

Q4.1 Do you agree that the current application of the definition of business day to Part 11A creates inconsistent treatment between Wellington Anniversary Day and other regional anniversary holidays? Please explain your answer.

Q4.2 Do you agree with the proposed approach to distinguishing between different Part 11A provisions identified in Appendix C?

Q4.3 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday by reference to the location of the customer's premises?

Q4.4 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday based on the location of the retailer (e.g. registered office premise versus the location of staff undertaking specific business functions)?

Regulatory statement

Objectives of the proposed amendment

4.17. The objective of the proposed amendment is to provide for a fairer approach to how regional holidays are treated under Part 11A of the Code.

4.18. The proposed amendment is intended to:

(a) remove the inconsistent treatment of Wellington Anniversary Day and other regional anniversary holidays; and

(b) ensure that relevant time periods that provide a consumer protection are calculated by reference to the regional anniversary holiday observed where the customer's premises are located, and otherwise, by reference to the holiday relevant to the retailer concerned.

Evaluation of the costs and benefits of the proposed amendment

4.19. We consider the proposed Code amendment would have a positive net benefit, for the reasons set out below. It has not been practicable to quantity the costs and benefits, so a qualitative assessment of the proposal's costs and benefits has been undertaken.

Benefits

4.20. The primary benefit of the proposal is that it would resolve the current anomaly under which Wellington Anniversary Day is expressly treated as a non-business day for Part 11A, while other equivalent regional anniversary holidays are not.

4.21. The proposal would ensure that customers in all regions receive equivalent protections under consumer-facing Part 11A provisions. This change ensures that participants outside Wellington are not effectively losing time if a timeframe within which they can or must do something under the Code falls over a regional holiday they observe.

4.22. Furthermore, this would provide useful clarification for retailers understanding their obligations under the Code — particularly in relation to timeframe based requirements relevant to them or their customers.

Costs

4.23. Retailers and distributors may need to make limited changes to systems, procedures, staff guidance and compliance controls.

4.24. The Authority's preliminary view is that implementation costs are likely to be minor and proportionate because:

(a) it applies only to a limited number of Part 11A provisions, and

(b) the relevant location needed to support a change is readily known – either the retailer's physical address as recorded in the register of participants or the premises associated with the ICP, which is information already used by retailers.

Evaluation of alternative options of achieving the objectives of the proposed amendment

Alternative considered	Reason not preferred
Apply the Part 6 definition of business day to Part 11A	This option would remove the special treatment of Wellington Anniversary Day. However, the Part 6 definition simply excludes the anniversary day 'locally observed as that day',[12] and does not specify observed *by whom.* It would create uncertainty where consumers and retailers are not within the same region. It could result in the same issue identified above, whereby consumers may receive less protection because their retailer adopts a business day formulation that does not include the consumer's regional anniversary holiday. The Authority therefore does not prefer this option.
Retain the current definition and issue guidance on the treatment of regional anniversary holidays	Guidance would not achieve the objectives of the proposed amendment, because guidance cannot alter the legal meaning of the Code, which treats Wellington Anniversary Day differently to other regional anniversary holidays.

Assessment of the proposed Code amendment against section 32(1) of the Act

4.25. The Authority considers the proposed amendment is consistent with section 32(1) of the Electricity Industry Act 2010.

4.26. The amendment would promote the protection of the interests of domestic consumers in relation to the supply of electricity to those consumers, by ensuring they receive the same time-bound protections whether they reside within or outside the Wellington region.

[12] By operation of section 44(1)(k) of the Holidays Act 2003, which is incorporated into the definition of 'business day' in the Code.

4.27. The amendment would also contribute to the efficient operation of the electricity industry by:

(a) ensuring that, where Part 11A requires or provides for a retailer to take certain actions within a specified timeframe which includes a public holiday in the retailer's region, the holiday observed by that retailer is treated appropriately and consistently with other regions

(b) reducing the risk of inconsistent interpretation and application, and

(c) providing an objective basis for identifying the relevant regional anniversary holiday.

4.28. The proposal may also indirectly support reliable supply, by reducing the risk of disconnection at times when rapid reconnection may be difficult (recognised in the Code as potentially including non-business days and the afternoon before a non-business day).

4.29. Any effects on competition are expected to be limited. The principal benefits arise from improved regulatory clarity, consistent treatment and the effective application of consumer protections.

Assessment of the proposed Code amendment against Code amendment principles

4.30. The Authority considers that the proposed amendment is consistent with the Code amendment principles.

4.31. In particular, the proposed amendment:

(a) addresses a problem created by the existing Code requiring an amendment.

(b) provides an objective and operationally workable basis for identifying the relevant regional anniversary holiday;

(c) improves regulatory certainty and consistency;

(d) supports the effective operation of consumer protections; and

(e) is expected to impose only minor and proportionate implementation costs.

Q4.5	Do you agree that the benefits of the proposed Code amendment outweigh its costs?
Q4.6	Do you agree the proposed amendment is preferable to the alternative options considered? If not, please explain your preferred option and how would better promote the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.
Q4.7	Do you agree with the analysis in this Regulatory Statement? If not, please explain why

5. Refining retailers' record retention obligations under Part 11A: Consumer Care

The existing arrangements

5.1. Clause 11A.6 requires retailers to maintain records of activities regulated under the CCOs. These records include, among other things:

(a) communications with customers, including information and advice provided under the CCOs

(b) applications for medically dependent consumer status and related matters

(c) electrical disconnections and reconnections.

5.2. A retailer must retain those records for five years from, as applicable:

(a) the date the relevant customer contract is terminated; or

(b) the date the uncontracted premises are disconnected.

5.3. The obligation to retain records ensures that the retailer can demonstrate how it has complied with the CCOs, including for the purposes of any investigation or enforcement action the Authority may take on receipt of an alleged breach.

5.4. The five-year period ensures that relevant information will be retained for a reasonable period after a contract is terminated or property disconnected if, for example, a former customer alleges a breach of the CCOs after switching retailers.

5.5. Under the Electricity Industry Act 2010, the Authority may exercise its powers in relation to a breach or possible breach of the Code provided the breach:[13]

(a) was discovered, or ought reasonably to have been discovered, less than three years before the power is exercised; or

(b) occurred less than 10 years before the power is exercised.

Problem definition

5.6. Clause 11A.6 may require retailers to retain some customer records for substantially longer than is reasonably necessary. This is because the five-year limit on retention of records only starts when the customer relationship ends. The longer the customer relationship, the longer the effective retention period will be.

5.7. For example, if customer enters into a contract with a retailer on 1 January 2025 and remains with that retailer until 1 January 2035, the retailer would be required to retain all records covered by clause 11A.6 until 1 January 2040. Relevant records created at the beginning of that relationship would be retained for 15 years. Records could be retained for longer where the customer relationship continues for more than 10 years.

5.8. The current arrangements may therefore require retailers to retain records relating to activities that occurred more than 10 years earlier, which is beyond the period

[13] Section 52 of the Electricity Industry Act. Once the Authority has exercised a power in relation to a breach or possible breach, those limitation periods no longer apply to the matter.

within which the Authority may exercise its enforcement powers in relation to any alleged breach.

5.9. Retaining records for extended periods may also increase privacy, information-security, storage and information-management risks and costs. These records may contain personal or sensitive information relating to payment difficulties, financial support, medically dependent consumer status, electrical disconnection or reconnection, and communications with the customer.

Q5.1	Do you agree that clause 11A.6 may require retailers to retain customer records for longer than is reasonably necessary? Please explain your answer.

Proposal – amend the retention of records clause to clarify that retailers are not required to retain records older than 10 years.

5.10. The Authority proposes to amend clause 11A.6 to provide that retailers are not required to retain records under Part 11A for more than 10 years from the date of the activity regulated under the CCOs to which the records relate.

5.11. It is a principle of privacy law in New Zealand that agencies must not retain personal information for longer than is required for the purposes for which the information may lawfully be used.[14] While agencies do not breach this principle when complying with the Code,[15] this principle should guide record retention periods in the Code.

5.12. We consider the 10-year limitation period on the Authority exercising its powers in relation to an alleged breach of the Code provides an appropriate maximum record retention period.

5.13. It is possible that records older than 10 years could still be relevant to an investigation or monitoring activities. However, this consideration must be balanced against the sensitivity of the information being retained, and the likelihood of the information being accessed and used for enforcement purposes.

5.14. We consider that a 10-year maximum record retention period represents a reasonable balance between these considerations.

5.15. This amendment would override the existing requirement to hold records for five-years from the date the customer relationship ends, if the effect of that requirement were to mean that records would need to be retained for a period longer than 10 years from the date of the activity regulated under the CCOs to which the records relate. The Authority notes that this 10-year maximum would apply whether or not the records relate to an existing or past customer.

5.16. Retailers must continue to otherwise comply with the requirements of the Privacy Act.

5.17. See Appendix D for the proposed Code amendment.

Q5.2	Do you agree with our proposal? If not, please explain why.

[14] Privacy Act, Information Privacy Principle 9.

[15] By operation of section 24(2).

Q5.3	Do you agree that 10 years from the date of the relevant activity is a proportionate maximum period for which clause 11A.6 should require a retailer to retain a record? Please explain your answer.

Regulatory statement

Objectives of the proposed amendment

5.18. The objective of this proposal is to ensure retailers are not required to retain consumer care records for longer than is reasonably necessary, by aligning the maximum required retention period with the limitation period for exercising powers in relation to alleged breaches of the CCOs.

Evaluation of the costs and benefits of the proposed amendment

5.19. We consider the proposed Code amendment would have a positive net benefit, for the reasons set out below. It has not been practicable to quantity the costs and benefits, so a qualitative assessment of the proposal's costs and benefits has been undertaken.

Benefits

5.20. This proposal would provide the following benefits:

(a) **Reduced privacy and security risks for retailers and consumers:** Clarifying that retailers are not required to retain information that may include personal information beyond that which is necessary will reduce the risks associated with holding that information.

(b) **Increased clarity:** Providing retailers a time boundary they can apply within their file keeping systems will support compliance efforts and understanding of Code requirements.

(c) **Reduced compliance costs:** Clarity about how long retailers must keep records will eliminate potential unnecessary compliance costs for participants who could be required to maintain records for a period longer than necessary, which may involve system and other costs associated with privacy and security risk management.

(d) **Alignment with privacy principles:** Personal information should not be kept longer than necessary. Records should be retained only where there is a genuine need to do so, which is strongly linked to the length of time the Authority can take investigation action.

5.21. Overall, we consider this proposal provides a proportionate approach to how long records should be held.

Costs

5.22. We anticipate no material costs for participants to comply or implement the proposed Code amendment. The proposal does not require records to be destroyed after 10 years, it simply provides that the requirement to retain records does not endure beyond 10 years for existing or past customers.

Evaluation of alternative means of achieving the objectives of the proposed amendment

Alternative considered	Reason not preferred
Retain the current Code provision and issue guidance on record retention	Guidance would not achieve the objectives of the proposed amendment, because guidance cannot alter the legal meaning of the Code, which requires retailers to retain records for longer than 10 years in some circumstances.

Assessment of the proposed Code amendment against section 32(1) of the Act

5.23. The Authority considers that the proposed amendment is consistent with section 32(1) of the Act because amending how retention periods apply for Part 11A would provide greater clarity to participants on how to interpret and apply the retention period provisions of Part 11A. We also consider this would promote the efficient operation of the electricity industry by aligning Code requirements with the compliance and enforcement powers of the Authority under the Act.

Assessment of the proposed Code amendment against Code amendment principles

5.24. The Authority is satisfied the proposed Code amendment is consistent with the Code amendment principles. In particular, the proposed Code amendment:

(a) addresses a problem created by the existing Code requiring an amendment

(b) provides an efficiency gain in the electricity industry for the long-term benefit of consumers.

Q5.4 Do you agree that the benefits of the proposed Code amendment outweigh its costs?

Q5.5 Do you agree the proposed amendments are preferable to the alternative options?

If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.

Q5.6 Do you agree with the analysis presented in this Regulatory Statement? If not, please explain.

6. Annual director certification of compliance with AUFLS obligations

The existing arrangements

6.1. The automatic under-frequency load shedding (AUFLS) scheme in Part 8 of the Code plays a critical role in preventing cascade failure following a significant loss of generation injection or transmission capacity.

6.2. Throughout this section, the term ‘AUFLS provider’ is used to refer to:

(a) connected asset owners in the North Island,

(b) the grid owner in the South Island, and

(c) any South Island connected asset owner providing AUFLS to assist the grid owner in meeting its obligations.

6.3. Part 8 of the Code specifies record keeping, routine testing, and North Island and South Island AUFLS requirements and accountabilities. AUFLS providers must submit AUFLS load data to the System Operator by 1 April each year. The System Operator assesses this data and reports on the power system’s overall preparedness should an AUFLS event occur.

6.4. The technical, performance and data obligations AUFLS providers must meet are set out in the AUFLS technical requirements report (ATR). The ATR is issued by the System Operator and incorporated into the Code by reference by Schedule 8.6, clause 2(1) of the Code.

6.5. For example, the ATR prescribes the North Island four-block scheme and related obligations. AUFLS providers must provide annual AUFLS profile data for the previous calendar year by 1 April, and post-event data within 30 working days of an AUFLS operation.

Problem definition

6.6. Currently there is no explicit Code requirement to have director-level oversight or governance of AUFLS compliance. This does not reflect the critical importance of AUFLS readiness for system reliability and electricity supply and creates a risk of poor internal oversight and consequential non-compliance.

6.7. Director-level certification of compliance is an important accountability and assurance mechanism. It helps to ensure that participants put robust processes in place to demonstrate their compliance in order for certification. It is used in other places in the Code where compliance is deemed strategically important, either alongside or instead of independent assurance/audit requirements.

6.8. For example, director certification is currently required for reporting compliance with the CCOs (which are assessed in our compliance monitoring framework as a high level of potential risk to consumers, and varying levels of risk of going undetected by current monitoring). The recently introduced non-discrimination obligations also require director certification to ensure that appropriate non-discrimination policies are adopted across gentailers.

6.9. Without director-level certification for AUFLS requirements, there is no requirement for directors of an AUFLS provider to be familiar with their AUFLS obligations, to exercise oversight of the necessary controls, processes and testing needed to be ready to provide AUFLS at all times, or to have awareness of the possible risks to the power system should their AUFLS systems fail to operate as required in an AUFLS event. There is also a risk that the AUFLS provider will take less care in ensuring they meet their AUFLS obligations.

6.10. Earlier attempts by the Authority and System Operator to obtain voluntary certification of AUFLS readiness have not been satisfactory. In 2025, the Authority wrote to four block North Island AUFLS providers highlighting concerns about AUFLS compliance, given its importance in preventing cascade failure. The Authority encouraged co-operation with the System Operator's request for signed confirmation of AUFLS compliance, noting our expectation that the System Operator has a complete set of these confirmations. However, only 60% of four block North Island AUFLS providers responded. The Authority is therefore concerned that current arrangements are not sufficient to ensure adequate internal oversight and assurance of AUFLS obligations.

Proposal

6.11. We propose to amend Part 8 of the Code to require annual director certification of compliance with AUFLS Code requirements. This would apply to AUFLS providers (ie participants who are already required to comply with AUFLS obligations set out in Part 8 of the Code).

6.12. This proposal would provide assurance that AUFLS providers have robust processes to ensure compliance at the appropriate level of governance. This is expected to have a consequential positive impact on AUFLS readiness, as improved governance will enable AUFLS providers to promptly resolve issues to uplift compliance if required.

6.13. This proposal reflects the critical importance of AUFLS obligations in preventing cascade failure, and would treat them similarly to other Code obligations of similar importance, such the CCOs and non-discrimination obligations.

6.14. This proposal would also give the Authority greater oversight over compliance with AUFLS obligations, which would give us greater confidence in reliability of supply following a loss of injection of electricity into the grid.

6.15. The certification would apply to a subset of the existing Code obligations relating to AUFLS including those set out in the ATR. The certification would be in a prescribed form, which would be published on the Authority's website.

6.16. The Authority intends to share the certifications with the System Operator. This would involve the disclosure of limited personal information of directors (ie their name and role). We consider as this information is already publicly available on the Companies Register, the proposal does not raise any significant privacy issues.

6.17. See Appendix E for our proposed Code amendment.

Q6.1	Do you support the Authority's proposal to require annual director certifications of compliance with AUFLS obligations? Please explain your answer.

Regulatory statement

Objectives of the proposed amendment

6.18. The Authority's overall objective is to improve AUFLS readiness, by ensuring there is sufficient accountability and oversight within the structure of AUFLS providers; and through improving the ability of the Authority to monitor AUFLS compliance.

6.19. The proposed amendment provides improved assurances in reliability of supply by requiring certification of compliance with AUFLS obligations by directors, which should:

(a) ensure better oversight of AUFLS compliance to all levels of governance within an AUFLS provider

(b) provide an additional check on compliance with existing AUFLS obligations, including those set out in the ATR

(c) ensure the Authority has improved information flows, so we can monitor AUFLS compliance more closely; and have confidence in reliability of supply during a loss of injection to the grid.

Evaluation of the costs and benefits of the proposed amendment

6.20. We consider the proposed Code amendment would have a positive net benefit, for the reasons set out below. It has not been practicable to quantity the costs and benefits, so a qualitative assessment of the proposal's costs and benefits has been undertaken.

Benefits

6.21. The primary benefit of the proposal would be improved oversight of AUFLS compliance. We consider the proposal would enable this oversight both internally within an AUFLS provider's organisational structure; and externally through better facilitating compliance monitoring by the Authority.

6.22. Director certifications will ensure appropriate internal monitoring of AUFLS readiness and give the Authority improved intelligence, so participants are aware of their level of compliance, and the Authority is empowered to act quickly should issues arise.

6.23. We also consider director certifications will encourage compliance, by requiring an ongoing certification rather than a one-off check on compliance or isolated compliance process in response to an alleged breach of the Code. This would ensure AUFLS readiness is a proactive state for AUFLS providers, rather than being reactively addressed following an issue being identified by the System Operator or Authority's monitoring and compliance processes.

6.24. Requiring director certification would ensure director-level accountability for AUFLS compliance. This is the appropriate level of governance for obligations which directly impact on reliability of supply. We consider director oversight would reinforce the importance of compliance with AUFLS obligations, and would ensure directors are aware of any issues with compliance that may arise.

6.25. Monitoring of compliance with AUFLS obligations would also enable the Authority to have assurance asset owners are meeting their AUFLS obligations. In turn, these assurances would provide the Authority with increased confidence in reliability of supply when the power system is under pressure.

Costs

6.26. As AUFLS providers are already required to comply with AUFLS obligations, the Authority considers there will be minimal costs involved in adding an annual director certification to the Code. The only cost we have identified is a minimal operational burden on AUFLS providers to update their processes to ensure directors issue the annual certification on time each year.

Evaluation of alternative means of achieving the objectives of the proposed amendment

Alternative considered	Reason not preferred
Voluntary certification or informal assurance, on request from the Authority or the System Operator	Voluntary certification or informal assurance is not preferred as it has been unsuccessful to-date in providing adequate assurance. The System Operator requested voluntary certification from North Island distributors in 2025. The Authority wrote to those distributors supporting that request. Only 60% of four block North Island AUFLS providers responded.

Assessment of the proposed Code amendment against section 32(1) of the Act

6.27. The Authority considers that the proposed amendment is consistent with section 32(1) of the Act. Requiring annual director certifications of compliance with AUFLS obligations will provide assurance that AUFLS providers have robust processes to ensure compliance at the appropriate level of governance.

6.28. This is expected to have a consequential positive impact on AUFLS readiness and thereby promote reliability of supply, as improved governance will enable AUFLS providers to promptly resolve issues to uplift compliance if required.

6.29. The Authority also considers the proposed Code amendment will enhance the ability of the Authority to perform its functions, in line with section 32(1)(e) of the Act. Annual certifications will better ensure the Authority has the information it needs to have improved visibility of AUFLS providers' compliance with their obligations.

6.30. The Authority considers that the proposed amendment will have no effect on competition, efficiency, or protecting the interests of domestic and small business consumers regarding the supply of electricity to those consumers.

Assessment of the proposed Code amendment against Code amendment principles

6.31. The Authority is satisfied the proposed Code amendment is consistent with the Code amendment principles. In particular, the proposed Code amendment addresses a gap creating a problem within the existing Code which requires an amendment.

Q6.2 Do you agree that the benefits of the proposed Code amendment outweigh its costs?

Q6.3 Do you agree the proposed amendment is preferable to the alternative options considered?

If not, please explain your preferred option and how would better promote the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.

Q6.4 Do you agree with the analysis presented in this Regulatory Statement? If not, why not?

7. Technical and non-controversial Code amendments

The existing arrangements

7.1. The Authority proposes to correct a list of minor typographical and other errors in the Code. These errors include outdated cross-reference and formulas, incorrectly bolded terms, and other minor drafting errors.

7.2. None of these proposed amendments are intended to alter the meaning of the Code. These amendments are considered technical and non-controversial under section 39(3)(a) of the Act. The Authority is required to publicise a draft of the proposed technical and non-controversial changes, bus is not required to prepare a regulatory statement or consult on the proposed amendments.

7.3. Appendix F is a table of proposed changes that the Authority is satisfied are technical and non-controversial. Although the Authority is not required to consult on the proposed changes, we invite comment on these proposals.

Q7.1	Do you have any comments on the proposed technical non-controversial Code amendments?

Appendix A Proposed Code amendment: Operational improvements to the billing obligations

A.1. This appendix contains the Authority's proposed amendments to the Code. It is based on the version of the Code that will be in effect on 30 October 2026, including changes made by the Electricity Industry Participation Code (Improving Electricity Billing) Amendment 2026.

A.2. Text or formatting is red underlined if it is to be added to the Code. Text is shown in ~~red strikethrough~~ if it is to be deleted from the Code.

Recovering undercharged amounts

11.32H Cap on recovery of undercharged amounts

(1) A **retailer** must not charge a **domestic consumer** or a **small business consumer** ("the customer") for costs it incurred relating to the customer's **electricity** consumption ("undercharged amount") more than 6 months before the date of the invoice unless subclause (3) applies.

(2) A **retailer** that proposes to charge the customer an undercharged amount within 6 months of the date of the invoice must—

(a) make reasonable endeavours to contact the customer before sending the invoice to the customer to advise of the undercharged amount, offer a payment plan, and explain how the customer may make a complaint about the matter if the customer wishes; and

(b) state the undercharged amount to be recovered in dollar figures ~~in the customer's invoice in accordance with clause 5(1)(g) of Schedule 11A.2~~; and

(c) state that the customer can request a payment plan under which the customer—

(i) is not required to pay ~~state the time period in which the customer must pay~~ the undercharged amount until the expiry of ~~being~~ either—

(A)~~(i)~~ a minimum of the period during which the undercharging occurred, if the undercharging occurred over a period of less than 6 months; or

(B)~~(ii)~~ at least 6 months, in any other case; and

(ii)~~(d) state that the customer~~ may pay the undercharged amount in instalments by contacting the **retailer** and arranging payment in instalments; and

(d)~~(e)~~ not charge the customer interest on the undercharged amount.

(2A) The information in subclause (2)(b) and (c) may be provided in the customer's invoice or in separate written communication to the customer.

(2B) A **retailer** is not required to comply with subclauses (2)(a) or (c) if the undercharged amount is less than 15% of—

(a) the average amount for electricity charges invoiced to the customer for each invoicing period over the last 12 months; or

(b) if the customer has been a customer of the **retailer** for less than 12 consecutive months, a reasonable estimate of the customer's expected average amount for electricity charges likely to be invoiced to the customer for each invoicing period over a 12-month period, starting from the customer's first invoicing period.

(3) Subclause (1) does not apply if the **retailer** holds a reasonable belief that the undercharged amount is due to—
(a) the **retailer** being unable to obtain a **meter reading** due to—
(i) fault on the part of the customer; or
(ii) vandalism; or
(iii) an issue with the **metering installation** and the customer has for at least 4 months failed to respond to at least 3 requests from the **retailer** or the **retailer's** agent for access to a **metering installation** at the customer's premises for the purpose of obtaining a **meter reading** or carrying out a **metering installation** repair, replacement or certification; or
(b) the customer obtaining **electricity** by means of or involving deception.

Part 2
Mandatory information on invoices

5 Mandatory information

(1) A **retailer** must include the following information in an **invoice**:
(a) the **customer's** account number:
(b) the **customer's ICP identifier** clearly labelled "**ICP**" followed by the **customer's ICP identifier**:
(c) the **retailer's** identifying information including, but not limited to, the **retailer's** trading name and/or brand name, and a link to or information about how to contact the **retailer**:
(d) the due date or due dates for payment:
(e) the total amount owed in dollar figures:
(f) a breakdown of how the total amount owed was calculated including:
(i) the amount the **customer** owes for the invoicing period in dollar figures with reference to the invoicing period and number of days:
(ii) any credits, reversals and discounts that the **retailer** applied, in dollar figures:
(iii) if applicable, any overdue amounts the **customer** owes in dollar figures and the invoicing period the overdue amounts relate to:
(iv) 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:
(v) consumption amount including but not limited to peak, off-peak, or shoulder periods in kWh or MJ where applicable:
(vi) any **injection** amount including but not limited to peak, off-peak, or shoulder periods in kWh or MJ where applicable:
(vii) 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:
(viii) 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:
~~(g) if the **retailer** seeks to recover an undercharged amount under clause 11.32H—~~
~~(i) the amount to be recovered in dollar figures; and~~

~~(ii) the due date for payment of the amount determined under clause 11.32H(2)(b)~~

(h) the **payment options** available to the **customer** or advice on where the **customer** may find information regarding the available **payment options**:

(i) whether the total amount owed under subclause (1)(e) is—

  (i) based on a **meter reading**; or

  (ii) based on an estimated reading; and

  (iii) if it is based on an estimated reading, include—

    (A) a statement that the amount owed under subclause (1)(e) is "based on an estimated reading"; and

    (B) include a link to or information about how the **customer** may submit a **customer meter reading**:

(j) the **product identification code**:

(k) the **pricing plan** name:

(l) any contract end date:

(m) the amount of any contract exit **fee**:

(n) a link to or information about the dispute resolution scheme identified under clause 3 of Schedule 4 of the **Act**:

(o) a link to the **electricity plan comparison platform** using the wording prescribed by the **Authority** for the purposes of this subclause and **published** on the **Authority's** website.

(2) All dollar amounts in subclause (1) must be inclusive of GST, if any.

(3) If the **Authority** changes the wording prescribed in accordance with subclause (1)(o), each **retailer** must change the wording on its **invoice** to use the new wording as soon as reasonably possible and no later than 3 months from the date the change is notified by the **Authority**.

QA.1. Do you agree with the proposed Code amendment drafting? If not, why not?

Appendix B Generally available retail tariff plan

B.1. This appendix contains the Authority's proposed amendments to the Code.

B.2. Text or formatting is red underlined if it is to be added to the Code. Text is shown in ~~red strikethrough~~ if it is to be deleted from the Code.

Part 1: Preliminary provisions

…

generally available retail tariff plan—

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

(i) physical location:

(ii) **metering** configuration:

(iii) **price category** code;

(iv) the **consumer's electricity** end-use, equipment or load characteristics; but

(b) does not include a retail tariff plan made available by a **retailer** only under an agreement reached as a result of the **retailer** directly contacting a **consumer** to offer a 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 to which paragraph (a) applies that are available to that **consumer**

QB.1. Do you agree with the proposed Code amendment ? If not, why not?

Appendix C Proposed Code amendment: Application of ‘business days’ to Part 11A

C.1. This appendix contains the Authority’s proposed amendments to the Code.

C.2. Text or formatting is red underlined if it is to be added to the Code. Text is shown in ~~red strikethrough~~ if it is to be deleted from the Code.

Part 1 Preliminary provisions

1.1 Interpretation businesses is to be specified in bids or offers

(1) In this Code, unless the context otherwise requires

business day means, —

(a) for the purposes of Part 6, any day of the week other than Saturday, Sunday, or a public holiday within the meaning of the Holidays Act 2003;

(aa) for the purposes of Part 11A, any day of the week other than Saturday, Sunday, **national holidays**, and the day of the anniversary of a province or the day observed as that day—

(i) in the province in which the **retailer’s** physical address, as recorded on the **register**, is located, for the purposes of clauses 11A.8, 11A.10, and clauses 5, 25 and 42 of Schedule 11A.1; or

(ii) in the province in which the relevant **ICP** is located, for all other purposes; and

(b) for the rest of the Code, any day of the week except Saturdays, Sundays, **national holidays**, the day observed as a Wellington Anniversary Day, and any other day from time to time declared by the **Authority** not to be a **business day** by notice to each **registered participant**

QC.1. Do you agree with the proposed Code amendment drafting? If not, why not?

Appendix D Proposed Code amendment: Part 11A Retention of Records

D.1. This appendix contains the Authority's proposed amendments to the Code.

D.2. Text or formatting is red underlined if it is to be added to the Code. Text is shown in ~~red strikethrough~~ if it is to be deleted from the Code.

Part 11A Consumer Care

11A.6 Retention of records

(1) A **retailer** must ensure it maintains records of any activity regulated under the Consumer Care Obligations, including records of:

(a) communications with customers (including information and advice provided to the customer under the Consumer Care Obligations);

(b) applications to be recorded as a medically dependent consumer and associated matters; and

(c) **electrical disconnections** and reconnections.

(2) Subject to subclause (3), a ~~A~~ **retailer** must retain records under subclause (1) for a period of 5 years from, as applicable:

(a) the date the relevant customer contract is terminated; or

(b) the date the uncontracted premises are disconnected.

(3) A **retailer** is only required to retain a record under subclause (1) for a period of 10 years from the date of the activity to which the record relates.

QD.1. Do you agree with the proposed Code amendment drafting? If not, why not?

Appendix E Proposed Code amendment: Annual director certification

E.1. This appendix contains the Authority's proposed amendments to the Code. It is based on the version of the Code that will be in effect on 1 July, including changes made by the Electricity Industry Participation Code (Connected Asset Commissioning, Testing and Information Standard) Amendment 2026.

E.2. Text or formatting is red underlined if it is to be added to the Code.

8.28A Annual director certification of compliance with specified obligations under this Part

(1) This clause applies to—

(a) **connected asset owners** with obligations to provide **AUFLS** under this Part; and

(b) **connected asset owners** in the South Island with obligations to cooperate with the **grid owner** for the South Island; and

(c) the **grid owner**.

(2) Each **participant** referred to in subclause (1) must certify to the **Authority**, on an annual basis, whether the **participant** has complied with the requirements in the following clauses, to the extent they applied to the **participant** during the preceding calendar year:

(a) clause 8.19(5):

(b) clause 8.28(1):

(c) clause 8.37(1) and (3):

(d) Schedule 8.3, Technical Code A, clause 8(1) and (2):

(e) Schedule 8.3, Technical Code B, clause 7(1), (2), (5), (6AB), (6AC), (7), (9), (17) and (18).

(3) Each certification must be—

(a) submitted by 1 June of each year for the preceding calendar year; and

(b) in the **prescribed** form **published** by the Authority; and

(c) signed by a director of the participant.

(4) The **Authority** may share certifications provided to it under subclause (2) with the system operator.

QE.1. Do you agree with the proposed Code amendment drafting? If not, why not?

Appendix F Proposed Code amendments: Technical and non-controversial

F.1. This appendix contains the Authority's proposed amendments to the Code.

F.2. Text or formatting is red underlined if it is to be added to the Code. Text is shown in ~~red strikethrough~~ if it is to be deleted from the Code.

Part	Clause	Issue	Proposed amendment
Part 11	Schedule 11.6, Form 1 (in effect from 30 October 2026)	The prescribed 'Schedule 11.6, Form 1', which comes into force on 30 October 2026, did not reflect the exact wording from the Code provision it relied on. The empowering requirement provided that information about the retail tariff plan and it's product identification code would be provided on request, however the form only included wording relating to the product identification code.	Form 1: Form for authorisation by an individual (being a natural person) Consumer: [Consumer full name] Property: [property address (es)] Customer number[1]: [customer number] Installation Control Points (ICP(s)) Identifier(s): [List all ICPs] Retailer: [name of Retailer] Agent: [full name of Agent and contact details] Period of authority: [enter period of authorisation to Agent] I (being the Consumer named above) confirm that I own or occupy the Property identified above (or owned or occupied that property at the relevant time) or otherwise am or was responsible for the consumption of electricity at the Property. I confirm that I am or have been a customer of the Retailer identified above in relation to the Property and ICP(s) identified above. I authorise: a) the Agent identified above to request, receive and hold information on my behalf about: • electricity consumption for the Property or the ICP(s); and • information about the retail tariff plan applicable to the consumer's ICP, including the relevant product identification code ~~the product identification code that applies to my retail tariff plan;~~ and b) the Retailer to transfer the information at (a) on my behalf to the Agent. [Signature/electronic signature of Consumer or of a person on behalf of the Consumer (in which case, evidence of that person's authority to sign on behalf of the Consumer is required) or other evidence of Consumer's agreement] ______________ 1This is the customer number assigned to the Customer by the Retailer to whom the request is being made.

Part 11	Schedule 11.6, Form 2 (in effect from 30 October 2026)	The prescribed 'Schedule 11.6, Form 2', which comes into force on 30 October 2026,did not reflect the exact wording from the Code provision it relied on . The empowering requirement provided that information about the retail tariff plan and it's product identification code would be provided, however the form only included wording relating to the product identification code.	Form 2: Form for authorisation by a non-individual (not being a natural person) Consumer: [Consumer full name] Authorised Representative of Consumer: [Full name and title/position with Consumer] Property: [property address (es)] Customer number2: [customer number] Installation Control Points (ICP(s)) Identifier(s): [List all ICPs] Retailer: [name of Retailer] Agent: [full name of Agent and contact details] Period of authority: [enter period of authorisation to Agent] The Consumer identified above owns or occupies the Property identified above (or owned or occupied that property at the relevant time) or otherwise is or was responsible for the consumption of electricity at the Property. The Consumer is or has been a customer of the Retailer identified above in relation to the Property and ICP(s) identified above. The Consumer authorises: a) the Agent identified above to request, receive and hold information on the Consumer's behalf about: • electricity consumption for the Property or the ICP(s); and • information about the retail tariff plan applicable to the Consumer's ICP, including the relevant product identification code ~~the product identification code that applies to my retail tariff plan;~~ and b) the Retailer to transfer the information at (a) on the Consumer's behalf to the Agent. In sighing this form as the Authorised representative of the Consumer, I warrant that I am authorised to sign this form and agree to the matters above on behalf of the Consumer. [Signature/electronic signature of Authorised representative] ____________________ 2This is the customer number assigned to the Customer by the Retailer to whom the request is being made.

QF.1. Do you agree with the proposed Code amendment drafting? If not, why not?

Appendix G Format for submissions

Submitter	

Operational improvements to new billing obligations relating to undercharged amounts	
Questions	**Comments**
Q2.1 Do you agree the Code should include a threshold for the advice and support obligations that apply when a retailer seeks to recover an undercharged amount? Please explain your answer.	
Q2.2 Do you agree the threshold should be based on 15 percent of the customer's average invoiced amount over the previous 12 months? Please explain your answer.	
Q2.3 For retailers, do you have any feedback on how you quantify the costs and benefits for any activities you undertake to prevent consumers accumulating debt (e.g. provision of support and advice)? Please explain whether and why your current processes elect certain trigger points for when your support processes for consumers take place?	
Q2.4 Are there practical challenges for some billing systems in maintaining and displaying an undercharged amount as a separate balance with a separate due date? Please explain your answer.	
Q2.5 Do you agree with the Authority's proposal to replace the separate due date and mandatory	

invoice fields for undercharged amounts with a requirement to: a) state the undercharged amount in either the invoice or in a separate written communication provided at the same time as the invoice, and b) offer a payment plan and longer timeframe to repay the undercharged amount, if it reaches the threshold in Proposal 1? Please explain your answer.	
Q2.6 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	
Q2.7 Do you agree the proposed amendment is preferable to the alternative options considered? If not, please explain your preferred option and how it would better promote the Authority's statutory objectives.	
Q2.8 Do you agree with the analysis in this regulatory statement? If not, please explain why.	
QA.1. Do you agree with the proposed Code amendment drafting? If not, why not?	

Definition of generally available retail tariff plan	
Questions	**Comments**
Q3.1 Do you agree that the current definition of generally available retail	

tariff plan risks creating ambiguity, specifically around plans that require customer to have specific equipment installed?	
Q3.2. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	
Q3.3 Do you agree that the proposed amendment is preferable to clarifying the intention of the definition of generally available retail tariff plan through advice or guidance? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.	
Q3.4. Do you agree with the analysis presented in this Regulatory Statement? If not, why not?	
QB.1. Do you agree with the proposed Code amendment drafting? If not, why not?	

Updating the definition of 'business days' for the purposes of Part 11A: Consumer Care	
Questions	**Comments**
Q4.1. Do you agree that the current application of the definition of business day to Part 11A creates inconsistent treatment between Wellington Anniversary Day and other regional anniversary holidays? Please explain your answer.	
Q4.2. Do you agree with the proposed approach to distinguishing between	

different Part 11A provisions identified in Appendix C?	
Q4.3 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday by reference to the location of the customer's premises?	
Q4.4 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday based on the location of the retailer (e.g. registered office premise versus the location of staff undertaking specific business functions)?	
Q4.5. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	
Q4.6. Do you agree the proposed amendment is preferable to the alternative options considered? If not, please explain your preferred option and how would better promote the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.	
Q4.7 Do you agree with the analysis in this Regulatory Statement? If not, please explain why	
QC.1. Do you agree with the proposed Code amendment drafting? If not, why not?	

Refining retailers' record retention obligations under Part 11A: Consumer Care	
Questions	**Comments**
Q5.1. Do you agree that clause 11A.6 may require retailers to retain customer records for longer than is reasonably necessary? Please explain your answer.	
Q5.2. Do you agree with our proposal? If not, please explain why.	
Q5.3. Do you agree that 10 years from the date of the relevant activity is a proportionate maximum period for which clause 11A.6 should require a retailer to retain a record? Please explain your answer.	
Q5.4. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	
Q5.5. Do you agree the proposed amendments are preferable to the alternative options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.	
Q5.6. Do you agree with the analysis presented in this Regulatory Statement? If not, please explain.	
QD.1. Do you agree with the proposed Code amendment drafting? If not, why not?	

Annual director certification of compliance with AUFLS obligations	
Questions	**Comments**
Q6.1. Do you support the Authority's proposal to require annual director certifications of compliance with AUFLS obligations? Please explain your answer.	
Q6.2. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	
Q6.3. Do you agree the proposed amendment is preferable to the alternative options considered? If not, please explain your preferred option and how would better promote the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.	
Q6.4Do you agree with the analysis presented in this Regulatory Statement? If not, why not?	
QE.1. Do you agree with the proposed Code amendment drafting? If not, why not?	

Technical and non-controversial Code amendments	
Questions	**Comments**
Q7.1 Do you have any comments on the proposed technical non-controversial Code amendments?	
QF.1. Do you agree with the proposed Code amendment drafting? If not, why not?	