

Appendix G Format for submissions

Code amendment omnibus #7

Please email your submission to consumercare@ea.govt.nz by 5pm, 12 August 2026.

Submitter	Genesis Energy
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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.	In principle we support the proposal to introduce a materiality threshold provided it is workable. We agree with feedback provided to the Authority that requirements to offer a payment plan and complains information will be disproportionate and inappropriate where undercharged amounts are small or considered “insignificant” by consumers. The intention of the clause is to protect back bills large enough to cause bill shock and applying them to every undercharged amount would likely be disproportionate and may create a confusing consumer experience. Given the billing regulations are due to come into force on 30 October, we suggest the Authority communicate any changes as soon as possible to give retailers time to implement them. As Genesis is partway through changing our billing systems, the sooner we understand the regulations the better so that we can build our systems accordingly.
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.	We support a threshold provided it is workable for retailers and not overly costly to implement. A prescribed dollar figure would be easier to implement than a rolling percentage which would require us to tie the trigger to the last 12-months of consumption, particularly as this could be confusing for consumers and difficult to communicate when combined with the six-month back-billing limit itself. As noted, Genesis is partway through changing our billing systems and the sooner we know the regulatory changes the better as this will enable us to make necessary changes to our systems. We also note a dollar figure could be relatively easily updated by the Authority every few years as needed, so

	we don't think this is a strong reason to discount this option.
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?	As noted in the ERGANZ submission on the Authority's Consumer Access and Choice Issues Paper, credit assessment is a legitimate and necessary tool for managing payment risk and preventing exacerbating consumer debt. Credit risk can help predict and manage debt arrears – see the ERGANZ submission on the Authority's Consumer Access and Choice Issues paper for further analysis and evidence. Genesis assesses credit history of prospective customers and applies a credit score threshold as part of our onboarding process. In addition, Genesis provides a range of other measures to help consumers avoid debt and payment difficulty, including payment plans and access to support services, consistent with the Consumer Care Obligations. See Genesis's submission to the Authority on its Consumer Access and Choice Issues Paper which includes information relevant to this question.
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.	Yes. For Genesis, a key challenge is that we are partway through changes to our billing systems. Genesis will need to make billing system changes to implement the new billing requirement to identify back billing amounts separately for invoicing purposes. We agree there are practical challenges in presenting this information invoicing and it risks creating confusing communications for consumers. In our experience, consumers value clear and concise invoicing with easy-to-understand information. Separate balances may lead to incorrect payments from customers as well as creating additional customer queries and potentially additional references to UDL.
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?	Yes, we agree it would be preferable to deliver this consumer protection through a payment plan rather than a separate due date. As noted, given the billing regulations are due to come into force on 30 October, we suggest the Authority communicate any changes as soon as possible to give retailers time to implement them.

Please explain your answer.	
Q2.6 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
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.	For proposal 2, yes. For proposal 1, we prefer a prescribed dollar amount over a percentage based on rolling 12-month consumption.
Q2.8 Do you agree with the analysis in this regulatory statement? If not, please explain why.	Yes.
QA.1. Do you agree with the proposed Code amendment drafting? If not, why not?	See ERGANZ submission.

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?	We agree with the Authority's point that a strict interpretation of the definition could be read as excluding plans that require evidence of specific technology such as EVs. We support the Authority's proposal to address this.
Q3.2. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
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.	Yes.
Q3.4. Do you agree with the analysis presented in this Regulatory Statement? If not, why not?	Yes.

QB.1. Do you agree with the proposed Code amendment drafting? If not, why not?	Yes, also see ERGANZ submission.
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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.	Yes.
Q4.2. Do you agree with the proposed approach to distinguishing between different Part 11A provisions identified in Appendix C?	See ERGANZ submission.
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?	See ERGANZ submission.
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)?	See ERGANZ submission.
Q4.5. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	See ERGANZ submission.
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.	See ERGANZ submission.
Q4.7 Do you agree with the analysis in this Regulatory Statement? If not, please explain why	See ERGANZ submission.

QC.1. Do you agree with the proposed Code amendment drafting? If not, why not?	See ERGANZ submission.
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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.	Yes.
Q5.2. Do you agree with our proposal? If not, please explain why.	Yes
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.	See ERGANZ submission.
Q5.4. Do you agree that the benefits of the proposed Code amendment outweigh its costs?	See ERGANZ submission.
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.	See ERGANZ submission.
Q5.6. Do you agree with the analysis presented in this Regulatory Statement? If not, please explain.	Yes.
QD.1. Do you agree with the proposed Code amendment drafting? If not, why not?	See ERGANZ submission.