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Tēnā koutou,

Electric Kiwi Submission: Improvements to Industry Switching Processes - Technical Consultation Paper

Electric Kiwi welcomes the opportunity to submit on the Electricity Authority's technical consultation on improvements to industry switching processes. We are broadly supportive of the proposed Code amendments and consider that they will modernise switching arrangements, improve data quality, and reduce inefficiencies that currently generate poor consumer outcomes and unnecessary industry costs.

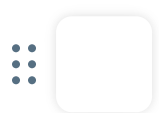
Our comments below focus on a small number of areas where we consider further refinement of the drafting would improve workability, avoid inadvertent breaches, and better support competition and consumer choice.

Q1. Implementation timeframe

A 12-month implementation timeframe could be workable, but only if the Authority locks in the final registry functional specifications and file formats well in advance, and allows sufficient time for registry testing and participant readiness. Without that certainty upfront, 12 months would be very tight. If final specifications are not confirmed early in the implementation period, a longer window (15 or 18 months) would be more realistic.

Q2. Comments on Code drafting

1. Tight compliance timeframes and edge cases outside participant control





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A number of the proposed obligations impose short (in some cases one business day) timeframes on traders. While we support standardisation and tighter timeframes in principle, in practice there will be edge cases where compliance in the standard timeframe is not possible due to factors genuinely outside the participant's control – for example, registry outages, upstream file delays from a MEP or another trader, or exceptional operational events.

Our primary concern here is the downstream impact on customers. Where participants are forced to process edge cases within a standard, quick timeframe rather than take the time to work through them properly, the risk is that issues get compounded and take significantly longer to unwind. That can translate into real customer harm – most obviously through billing issues that arise weeks or months later. In most cases, customers are (rightly) unaware of the back-office work involved in a switch, but they will feel the consequences if that work is rushed or forced through in circumstances where it shouldn't be.

There is also a secondary concern for participants, who risk technical breaches through no fault of their own.

Recommendation: We suggest the Authority consider adding language to relevant obligations – particularly those applying to traders, but ideally across all participant types – indicating that a participant is not in breach where, through no fault of its own and despite using best endeavours, it could not comply within the standard timeframe, provided it rectifies the position as soon as possible once the barrier is removed. This is consistent with provisions elsewhere in the Code for "exceptional circumstances", including the approach the Authority has adopted in the proposed clause 1(1B) of Schedule 10.6 in respect of MEPs.

Framing the obligation this way would give participants the flexibility to prioritise resolving edge cases properly – protecting customers from downstream billing and service issues – while still holding participants to the standard timeframe in the ordinary course.

2. Expanded MEP obligations

We strongly support the move to increase obligations on Metering Equipment Providers (MEPs), and the broadening of their audit scope. In particular, we note





improvements around timely delivery of meter data, services access interfaces, and notifications.

Successful trader compliance with their own obligations – for example, for timely disconnection/reconnection processes, reconciliation, and switch event data – will be highly dependent on MEPs complying with these new requirements and using consistent API/file formats.

3. Consistent MEP data formats for trader-reportable events

We'd like to highlight a related practical issue. For a range of events – including remote disconnections and reconnections performed by the MEP – the reconciliation and reporting obligation sits with the trader, even though the trader is entirely dependent on the MEP to provide timely and correctly formatted event data.

At present, MEPs use different formats and interfaces for providing this information. This makes trader compliance disproportionately costly and error-prone, and creates a risk of breaches driven purely by inconsistency between MEPs rather than any failing by the trader.

Recommendation: The Authority should require MEPs to provide event data (including, but not limited to, remote disconnection and reconnection events performed by the MEP) through consistent, standardised formats or APIs. This could be given effect by:

- extending clause 8A of Schedule 10.6 (Authority to determine and publish mode of information exchange) to explicitly cover this data; and/or
- adding a corresponding MEP obligation in Schedule 10.6 to provide event data in the prescribed format within defined timeframes.

Without consistent MEP interfaces, tighter obligations on traders risk producing compliance failures that are outside the trader's control.

4. Agreeing an alternative switch date – need to address impasse



We support the proposed process in clause 3, 3A (and equivalent clauses 10, 10A) under which the losing trader may propose an alternative event date, and the gaining trader may accept or reject that date, with a requirement not to unreasonably reject.

However, the drafting does not appear to contemplate what happens if the parties reach an impasse – i.e. the losing trader continues to propose a date the gaining trader does not accept, and the gaining trader continues to reject. There is a risk that a switch could remain unresolved indefinitely, to the detriment of the customer who has chosen to switch.

Recommendation: The Code should clarify the default position in the event of impasse. In our view, the gaining trader's originally proposed event date should stand as the default, given:

- the gaining trader is the party with the direct customer arrangement and knows the agreed service start date
- the losing trader is already subject to a "must not unreasonably reject" obligation
- defaulting to the gaining trader's date best supports consumer choice and competition, which is the underlying policy driver of these reforms.

We suggest a subclause be added to clauses 3A and 10A to the effect that, if the parties cannot agree following one round of response, the gaining trader's original proposed event date applies

5. Separate switch type: intra-retailer (mass/administrative) switching

We strongly support the proposal to introduce a separate switch type for intra-retailer switches, such as those resulting from system migrations or transfers between participant IDs held by the same retailer group. The current approach reduces transparency of actual market switching

Also, we have previously observed that, under the existing arrangements, customers caught in these intra-retailer switches can be left in a "limbo" state where, for a period, they cannot switch their supply to another retailer causing confusion (they don't know that there is an administrative switching process



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happening in the background) This has resulted in real cases where customers wishing to switch to Electric Kiwi were unable to do so until the administrative process was resolved, requiring additional effort by customers to secure a better deal.

It is not clear from the current drafting whether the new provisions (including the separate switch type and proposed timeframes) will guarantee that customers are never prevented from switching to a third party retailer during such mass or administrative switches.

Recommendation: We seek clarification that the new Code will ensure customers affected by intra-retailer switches always retain the ability to initiate a switch to a third party retailer (i.e. will not be locked out of switching during the migration/administrative window). If this is not currently ensured, we strongly recommend the drafting be amended to guarantee this customer protection – for example, by expressly enabling a customer-initiated third-party switch to take priority over an in-progress intra-retailer bulk account transfer.

6. Early MEP notification of metering issues to gaining retailer

We note and support the proposal for MEPs to receive NT, AN, and AW files as part of the new switching process.

Recommendation: We propose an extension to this functionality: when an NT is sent for an ICP with a non-communicating meter or known metering/data issue, the MEP should in turn notify the gaining retailer as soon as possible.

Early notification of metering faults or communications issues would allow the gaining retailer to trigger a metering issue withdrawal if appropriate, rather than progressing with a switch that is likely to result in complications or delays. This would benefit customers – especially those seeking HHR (half-hourly) retail offers – by providing clarity and avoiding “orphaned” switches, and would help retailers’ operations and service teams by reducing manual exception handling.

This change would further support market efficiency and customer experience, and aligns with the objectives of the switching process review.



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Q3. Other feedback

Electric Kiwi thanks the Authority for its ongoing engagement with industry on these changes. We support the overall direction of the reforms and consider that, subject to the refinements outlined above, the proposed Code amendments will improve the efficiency and reliability of switching processes for both consumers and participants.

We would be happy to discuss any aspect of this submission further.

Yours sincerely,

Huia Burt,

CEO, Electric Kiwi



