

Improving electricity billing in New Zealand

Final decision

3/03/2026

Executive summary

Clearer electricity bills will help consumers take control of their electricity costs

The Electricity Authority Te Mana Hiko (the Authority) is changing the Electricity Industry Participation Code 2010 (the Code) to make all electricity billing channels clearer, more consistent and more useful for consumers. We are also introducing safeguards to prevent consumer bill shock from unexpected back bills.

These changes will make it easier for people to understand what they're paying for, see the plans available to them, compare plans across retailers and switch with confidence. They will also help people take control of their electricity costs and limit unexpected catch-up bills, while allowing for retailer innovation and future market development.

Taken together, this package supports a more competitive, transparent and efficient retail electricity market – one that works better for consumers and strengthens competitive pressure on retailers to compete on value, clarity and service quality.

Changes respond to long-standing issues making it hard for people to understand the electricity market and make informed choices

Evidence from research, independent reviews and Utilities Disputes shows that unclear bills and limited information prevent people from getting the best deal. Back bills from repeated estimated reads are also causing financial stress for some.

We also received feedback and insights from around 1,500 consumers who strongly supported our proposals. This decision reflects the changes we have made in response to consultation, where respondents consistently reinforced our shared commitment to improving outcomes for consumers.

Clearer bills are also proven internationally to encourage switching and drive competition.

We are progressing billing improvements to promote competition and protect consumers

These improvements support the Authority's statutory objectives to promote competition and efficient market operation for the long-term benefit of consumers. At the same time, they strengthen protections for households and small business consumers, and support consumer choice.

Our decisions are:

A

Standardise billing

Standardise minimum billing information and take a principles-based approach to make bills clear and comparable across all channels

- Mandatory information displayed up front to reduce information barriers and help consumers find the information they need to compare offers more effectively
- Billing design principles to make bills clear and comparable, using plain language and a logical layout



B

Better plan advice

Introduce better plan advice to support residential consumers to understand if they are on their retailer's cheapest plan for them and switch at no cost if they are not

- Require annual reviews on better plans to encourage consumers to switch and save with their retailer
- Support time-varying plan adoption by giving advice to new consumers on how to make best use of their new plans
- Prohibit termination fees for switching plans with the same retailer, to remove a barrier to switching



C

Compare and switch

Encourage consumers to compare plans across all retailers and switch where it will save them money

- Strengthen the Consumer Care Obligations to provide better plan advice when customers are open to it, when they get in touch on some billing related issues
- Require retailers to publish a catalogue of their residential plans available to each customer
- Prompt consumers to use the Authority's comparison and switching tool to compare across all retailers and respond to price signals by switching to better plans and more innovative providers to get the best value for their needs

**D**

Limit back billing

Limit back billing to protect residential and small business consumers from bill shock from unexpected and unaffordable charges

- Limit back billing of historic usage to a maximum of six months
- Proactive measures to reduce the likelihood of back bills and make them manageable when they occur



These changes are part of the Authority's [consumer mobility programme](#) that will provide consumers with more choice, more control and better value from their electricity.

We refined our approach to drive better outcomes for consumers

We received thoughtful and insightful feedback and thank all submitters for their engagement.

Consumers and advocates strongly supported the proposed changes. While industry supported the outcomes sought, submitters raised concerns about prescription, cost and implementation timeframes.

In response, we refined our approach so it's clear and practical to implement and will drive better outcomes for consumers:

- (a) We shifted from prescriptive templates to codified bill design principles and a condensed set of mandatory information. This approach enables retailers to integrate emerging digital and AI tools, and present information and engage with customers in new ways.
- (b) We aligned better plan requirements with existing retailer processes to reduce duplication, lowering the cost of providing better plan advice, improving accuracy by using a full year of data and making the message easier for consumers to access outside of their bills.
- (c) We shifted away from a risk-free time-varying plan trial, replacing it with education and capability building on how to make best use of that type of plan.
- (d) We made minor adjustments to other proposals so that consumers are offered advice when they are most open to it and in a way that will reduce pressure on retailers call wait times. We have also emphasised that this engagement must occur prior to sending a back bill.

We will measure success, and monitor and enforce compliance with these Code changes

We will measure the success of these Code changes by monitoring reductions in back-billing complaints, and improvement in how well people understand their bills.

We will continue to monitor and enforce compliance with the Code, which will now cover these additional billing requirements. Retailers will be required to include a statement that they have

complied with the billing standards in their annual Consumer Care Obligations (CCO) compliance report.

Next steps and implementation

We have updated the Code to improve electricity billing in New Zealand. We have listened to feedback and shifted implementation timeframes to 30 October 2026, supporting effective implementation, while delivering meaningful and enduring consumer benefits.

During February to May 2026, we will work with stakeholders to develop an implementation toolkit including exemplar bills and detailed billing and better plan guidelines, data field specifications and time-varying plan guidance.

Our website and other Authority channels will include information tailored to consumers, supporting them to easily understand their rights under the new rules.

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2 Purpose

- 2.1 The purpose of this paper is to inform consumers and industry stakeholders of the Electricity Authority's decision to amend the Electricity Industry Participation Code 2010 to make electricity billing clearer, more consistent and more useful for consumers. This follows from our October 2025 consultation paper [Improving electricity billing in New Zealand](#).
- 2.2 This paper:
- (a) sets out the Authority's final decision on the Code amendment,
 - (b) explains the changes made to the Code amendment as proposed in October 2025 to respond to feedback received in consultation,
 - (c) discusses other issues raised in feedback on our consultation paper and our response to these,
 - (d) discusses how our decision supports our statutory objectives and how the benefits outweigh the costs, and
 - (e) outlines the next steps we will take to implement our decision.
- 2.3 The key context for this work is discussed in **Appendix A**.

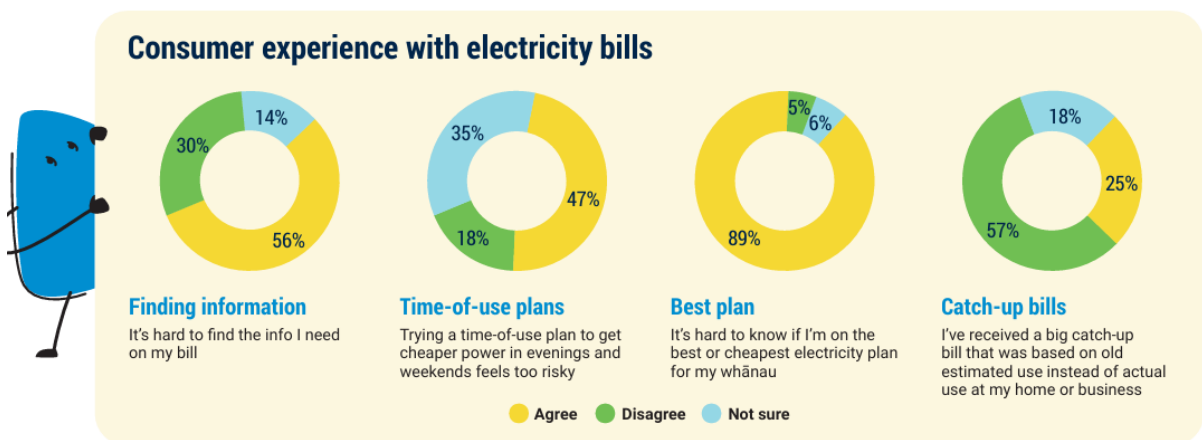
3 We received responses and submissions from a range of stakeholders

3.1 In October 2025, the Authority consulted on a series of changes to improve billing. This consultation included a consumer-focused booklet supported by an online questionnaire, as well as a more detailed consultation paper which included draft Code amendments.¹

About 1,500 consumers told us what mattered to them with their bills

3.2 As part of the consumer-focused consultation on proposed changes to improve billing in New Zealand, we asked consumers to share some of their experiences with electricity bills, what they like, what they don't, and whether they support our proposals. We are grateful to the around 1,500 consumers who gave us feedback.

3.3 A summary of their feedback is included below.



What consumers like about their bills

- Clear graphs and breakdowns that help them monitor and understand power usage
- Easy-to-read bills
- Mobile apps that allow them to track usage on the go
- Clear displays of costs and charges

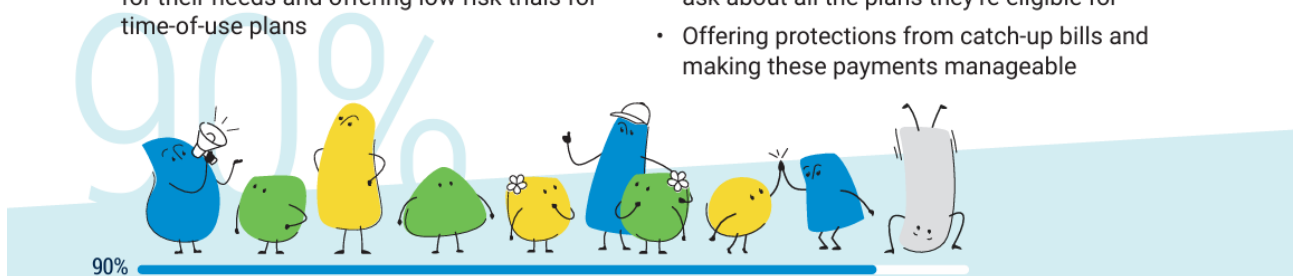
What consumers want to see

- Clear electricity plan names and plan details
- GST-inclusive prices
- Simple and effective ways to compare power plans
- Easy-to-understand breakdown of charges, with line charges separated
- Proactive advice on better plans and ways to save money



Over 90% of consumers support our proposals

- Standardising electricity bills to make them clearer and consistent
- Helping consumers move to a better plan for their needs and offering low-risk trials for time-of-use plans
- Making plan comparisons easier
- Power companies having a website page, app, or contact number where consumers can see and ask about all the plans they're eligible for
- Offering protections from catch-up bills and making these payments manageable



¹ [Have your say: Better bills](#) and [Improving electricity billing in New Zealand](#)

Submissions on the consultation paper

- 3.4 We received 28 submissions on the consultation paper from:
- (a) **Three individuals** including a trustee
 - (b) **Four consumer-focussed groups**: Common Grace Aotearoa, Consumer NZ, NZ Council of Christian Social Services, United Community Action Network Aotearoa NZ
 - (c) **Four gentailers and ERGANZ**: Contact Energy, Genesis Energy, Mercury, Meridian Energy, Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
 - (d) **Nine non-integrated generation retailers**: 2degrees, Brooklyn Electricity, Electric Kiwi, Lodestone Energy, Nova Energy, Octopus Energy, Paua to the People, Pulse Energy, Toast Electric/Sustainability Trust
 - (e) **Two distributors**: Entrust, Unison and Centralines
 - (f) **Five others**: BusinessNZ Energy Council, Energy Trusts of New Zealand, Rewiring Aotearoa and Electricity Engineers' Association, Utilities Disputes Limited.
- 3.5 Thank you to these submitters for your considered and useful feedback.
- 3.6 We also thank the following 15 submitters who had one or more staff members attend one of two four-hour workshops on 15 and 16 December 2025 to continue the conversation on key policy themes emerging from consultation and help test and refine our thinking:
- (a) **Consumer-focussed groups**: Common Grace Aotearoa, Consumer NZ
 - (b) **Gentailers and ERGANZ**: Contact Energy, Genesis Energy, Mercury, Meridian Energy, ERGANZ
 - (c) **Non-integrated generation retailers**: Nova Energy, Octopus Energy, Lodestone Energy, Pulse Energy, Toast Electric/Sustainability Trust
 - (d) **Distributors**: Unison
 - (e) **Others**: Southland Power Trustee and Utilities Disputes Limited.
- 3.7 This paper summarises submissions made on key issues. While all submissions have been considered as part of the Authority's process, for practical reasons the summaries are not exhaustive and necessarily compress the information provided in submissions. A more detailed summary of our analysis of submissions is included in **Appendix B**.
- 3.8 Please refer to the Authority's [website](#) for more information, including a summary of the consumer responses and the full submissions.

4 The Authority has decided to make the proposed Code amendments with some changes

- 4.1 We have decided to introduce Code changes to improve billing in New Zealand, as proposed in our consultation paper. We have made some changes to our original proposals in response to feedback from submitters. Monitoring and enforcement associated with these decisions is discussed in **Chapter Five**.
- 4.2 This chapter outlines what we consulted on, the main themes of what we heard in consultation, how we updated our approach as a result, and the Authority's final decisions.
- 4.3 In this paper the term "submitters" refers to the 28 submitters who provided written responses to our consultation paper. When we say "consumers" we are referring to the 1,500 consumers who answered our questions in the booklet on better bills.

Table 1 Summary of changes to improve electricity billing in New Zealand



A – Standardise minimum billing information and take a principles-based approach to make bills clear and comparable across all channels

- 4.4 We consulted on three proposals to standardise bills to make them clearer and more comparable for consumers, no matter which retailer they are with or how they view their billing information.
- 4.5 We have listened to consultation feedback that our initial proposals risked being too prescriptive. We have simplified them to ensure that bills don't become too long and include unnecessary information that may confuse consumers and stifle innovation.

What we consulted on

A1 – Mandatory content in all billing channels

- 4.6 We proposed to establish compulsory minimum information requirements that every retailer would have to include in electricity bills for residential consumers.² Retailers would need to present information so that customers could easily locate, verify and compare it across providers, regardless of format.
- 4.7 The mandatory content would apply not only to bills, but also to all other consumer billing channels, such as apps, websites and email communications.

A2 – Plain language and logical layout requirements

- 4.8 We proposed to require bills, as well as billing information in emails, apps and websites, to use plain, simple, conversational language and avoid acronyms and jargon where possible.
- 4.9 Layout and design would be required to prioritise clarity and accessibility by:
 - (a) Grouping related information logically
 - (b) Using accessible fonts, white space and clear headings
 - (c) Using visual tools
 - (d) Presenting only critical information on the first page.
- 4.10 We proposed to support retailers by providing an updated exemplar bill, detailed guidelines and examples as part of an implementation toolkit.

A3 – A tiered information approach that highlights the most important information for consumers

- 4.11 We proposed a two-tiered system for mandatory information:
 - (a) Tier one (critical information) would have to appear on the front page or first screen so consumers could instantly see what matters most (such as amount due, due date, key retailer, customer details, emergency information and switching prompts)
 - (b) Tier two (important information) would have to appear after tier one, providing more detailed plan, consumption and support information.
- 4.12 Other information would have to be placed after tiers one and two.

What we heard in consultation

- 4.13 Almost half of submitters supported mandatory bill standardisation. However, five retailers did not support this, as they were concerned it could make bills more complex and chill

² When referring to electricity bills we mean invoices, as used in the Electricity Industry Participation Code 2010.

innovation. Submitters highlighted that highly specified requirements would be costly to implement and difficult to apply consistently across different billing systems and products. It could also limit innovation over time. This included the ability to integrate emerging digital and AI tools, as well as the ability to present bills and communicate written and visual information and engage with customers in new ways.

- 4.14 Retailers told us they had spent considerable effort designing and user testing bills that worked for their consumers and were concerned about investing in redesigned bills that may not deliver consumer benefits. They said it was impractical for one bill design to work for all retailers, particularly those offering bundled services.
- 4.15 Five other submitters proposed an alternative principles-based approach alongside a small number of mandatory elements to give retailers more flexibility to innovate and keep up with new technology and AI changes. This approach would allow consumers to be offered the type of simple bills they want.
- 4.16 Nine submitters supported the tiered information proposal. Seven retailers were concerned that a tiered information approach could lead to overly long bills and would not allow them to highlight what is important to their customers.
- 4.17 They noted that overly complex bills can risk undermining consumer understanding rather than improving it, given consumers' desire for simplicity. Some retailers have invested heavily in comprehensive bill design and user testing processes to make their bills work for their customers.
- 4.18 Submitters gave feedback on the mandatory elements proposed, with a much shorter list preferred.
- 4.19 Almost all consumers who responded supported our proposal to standardise bills, and said they like bills that are clear, easy to read and easy to understand.

How we updated our approach

- 4.20 Our objective remains unchanged — to ensure that all consumers, regardless of retailer, receive the core information they need to understand and manage their electricity costs, compare plans and switch retailers if they choose. These are important mechanisms to help improve consumer mobility and make electricity more affordable for consumers.
- 4.21 However, after considering submission feedback, we agree that our original proposal to standardise bills through a lengthy list of mandatory content (A1) and a tiered information approach (A3) was too prescriptive.
- 4.22 We therefore consider that a principles-based approach, supported by a minimum set of mandatory information displayed prominently, is more proportionate and will be more effective for consumers.
- 4.23 This approach provides consumers with a consistent and comparable baseline of the key information they need to see, regardless of channel. Key information includes what plan a consumer is on and when it expires, how much electricity they are using, how much they are spending including GST, over what period, and how this compares to their previous use. It also includes where they can go to look for savings, and how they can contact their retailer or Utilities Disputes if they have a problem.
- 4.24 We heard from consumers that they want easy-to-read bills with clear electricity plan names and details, clear displays of costs and charges, graphs that help them monitor and understand their usage, and simple ways to compare power plans – which these changes will provide.

4.25 This approach also gives retailers flexibility in how they design their bills and continue to improve them over time to better meet their customers' needs and preferences, as evidenced by market testing, without being locked into a rigid structure that could become outdated or unusable. We expect this will reduce implementation costs and allow for continued innovation, which will benefit consumers.

Decision

- 4.26 We have decided to proceed with the proposals to standardise billing with the following key changes:
- (a) a condensed list of mandatory elements that must be clearly and prominently presented in all billing communications, and
 - (b) a codified set of principles that apply to billing design across the sector.
- 4.27 The requirements for these mandatory elements and principles for bill design have been informed by submissions, targeted workshops with stakeholders, alignment with existing Consumer Care Obligations, and international experience, including discussions with the Australian Energy Regulator.
- 4.28 The codified set of three general principles builds upon the two which were presented in consultation. The list of mandatory information is a refined selection of the elements that were consulted upon, with some slight wording changes to improve clarity and address submitter feedback.
- 4.29 The details of these decisions are discussed below.

Mandatory information displayed up front

Decision

- 4.30 Retailers must clearly and prominently display mandatory information on all residential billing channels.
- 4.31 The Code already requires certain information to be included on invoices under the Consumer Care Obligations and clauses 11.30 and 11.30 B, including payment details, ICP identifiers, dispute resolution information, and links to the Authority's comparison website.
- 4.32 The updated Code will require that the following mandatory information is clearly and prominently presented in all residential billing communications (for example, on the first page or screen), regardless of channel:
- (a) total charges including GST if applicable (GST amount can be listed in brackets afterwards or stated if no GST applies), any overdue amounts or back billed amounts shown separately, any applicable discounts/credits/reversals, the due date and how to pay
 - (b) retailer trading or brand name and contact details
 - (c) ICP and account number(s)
 - (d) plan name, unique product identification code,³ plan/contract end date (if any), break fee to change (if any)
 - (e) all rates charged for electricity supplied including rates charged per kWh, including fixed and variable charges

³ The plan identifier code is being progressed as part of Electricity Industry Participation Code (Improved Access to Electricity Product Information) Amendment 2026 and is expected to come into force on 30 October 2026.

- (f) billing period covered
- (g) electricity consumption and injection (if any) and charges, including whether the meter read is actual or estimated
- (h) the cost of other bundled goods or services (if any)
- (i) a comparison between the customer's consumption and injection for the current invoicing period and at least one previous period (kWH/MJ and \$)
- (j) link to the Authority's comparison and switching service (using the prompt from C1 below)
- (k) Utilities Disputes Limited contact details.

4.33 Retailers may present these elements in any order and may include additional information at their discretion, provided the mandatory elements are clearly displayed prominently and the billing principles are met.

4.34 These requirements apply to bills for residential consumers. They do not apply to commercial bills.

Billing design principles to make bills clear and comparable

Decision

4.35 Retailers must issue bills and present billing information in a way that supports consumer understanding and comparability. Bills must comply with the following principles:

- (a) **Plain language requirements:** must use clear and accessible language.
- (b) **Customer comprehension:** information must be presented in a way that is easy to understand
- (c) **Prominence of mandatory information:** the mandatory information above, must be presented in a prominent manner that is clearly visible and easy to locate.

4.36 To support consistent implementation, the Authority will work with stakeholders over the next few months to develop a non-mandatory exemplar bill and further guidelines to illustrate good practice and clarify regulatory expectations. These will be published before the Code amendment comes into effect.

B – Introduce better plan advice to support residential consumers to understand if they are on their retailer's cheapest plan for them

4.37 We consulted on new requirements to ensure consumers are regularly prompted to move to electricity plans that better suit their needs and can trial or switch plans with minimal risk or penalty. This builds on the existing Consumer Care Obligations and responds to long-standing concerns from consumer advocates that disengaged consumers are missing out on better deals.

4.38 We have made some amendments to our proposed requirement to provide advice on better plans as a result to submissions and feedback received to make the advice simpler for consumers, to encourage consumers to make best use of time-varying plans and to remove a barrier to switching.

B1 – Require annual reviews on better plans

What we consulted on

- 4.39 To ensure that residential consumers are supported to remain on or switch to a plan that best meets their needs, we proposed to introduce a requirement for retailers to conduct a six-monthly review of each residential customer’s plan against the retailer’s current product suite.
- 4.40 Under this requirement, each retailer would have had to take reasonable steps, using all relevant information available (including at least the customer’s previous 12 months of consumption, where available), to identify whether the customer could be on a better plan and to communicate that assessment to the customer in a clear and accessible way across all billing channels used by that customer (for example, paper bills, emailed bills, online portals and mobile apps).

What we heard in consultation

- 4.41 Submitters were split on their preferred frequency of better plan reviews. Around half supported six-monthly reviews on better plans, noting the potential benefits to low-income households and less digitally engaged consumers, and the trust this could give consumers that they are on the best available plan with their retailer.
- 4.42 Other submitters were concerned that six-monthly reviews risked giving consumers an inaccurate picture of their consumption due to seasonal effects. They said this could confuse consumers and lead to a lack of trust and disengagement. Most pricing plans need to be considered on an annual basis because prices tend to be reviewed annually and retailers cost out plans to cover the different patterns of seasonal use across a year.
- 4.43 Retailers also argued that more frequent better plan reviews with results embedded into bills would significantly increase costs through ongoing bill design changes, with limited benefits for consumers as many consumers do not open their bills, instead engaging with their retailer through email and digital apps. These increased costs would ultimately be passed on to consumers.
- 4.44 There were also concerns about the method for calculating what is a better plan, and possible inconsistencies with existing Consumer Care Obligations methodologies which may cause confusion for customers.
- 4.45 Several submitters preferred annual reviews with results shared outside of bills instead to reflect consumer preference.
- 4.46 Almost all consumers (97%) supported the proposal.

How we updated our approach

Format – outside of bills

- 4.47 Having considered submissions, we accept that our original proposal of better reviews with results embedded in bills may not benefit consumers who do not open their bills and would be labour intensive and costly for retailers, with a material risk that these costs would be passed through to consumers.
- 4.48 Providing better plan advice outside of the bill through email or an app – during an existing touchpoint with consumers (the annual CCO check in) – is expected to be a more effective way to achieve the aim of this proposal. Consumers are more likely to see and act on better plan advice delivered this way, and it avoids the increased costs which could have resulted from the inclusion of better plan advice on the bill.

Time of the review – annually

- 4.49 We also accept that our original proposal of six-monthly reviews may lead to confusion and would be expensive for retailers, which may lead to costs being passed through to consumers.
- 4.50 Providing better plan advice annually using a full year of data aligns more closely with retailers' annual price changes and reduces the risk that seasonal consumption patterns distort comparisons. This improves the quality and consistency of the advice and reduces the risk of confusing consumers through misleading signals, which may have occurred if they receive conflicting advice during two different seasons.

Methodology – aligned with existing CCO methodology

- 4.51 Following submission feedback that the proposed methodology for calculating what is a better plan may be confusing and inconsistent with the existing plan check required for customers in financial hardship under clause 23 of the Consumer Care Obligations (in Schedule 11A.1 of the Code), we have reworked the methodology to align with this existing requirement.
- 4.52 Retailers are already required to undertake this check so they should already have systems in place, making it easier and less costly to implement. Consumers are likely to receive more consistent advice across financial hardship and better plan checks.
- 4.53 Better plan advice is an important part of our billing changes as it makes it quick and easy for consumers to know if they are on their retailer's best plan, and shift if they are not, to save money. Our modifications will allow this to happen in a smarter way that is more impactful and trustworthy for consumers.

Decision

- 4.54 The Code amendment will create a new requirement for retailers to proactively provide better plan advice to all residential consumers as part of, and in addition to, their existing annual Consumer Care Obligations check and communications. This advice should be presented clearly and in a way that avoids confusion.⁴
- 4.55 We will provide additional guidance on best practice, including how to make it clear to customers that the advice is about better plans from the same retailer.
- 4.56 The retailer can recommend up to three pricing plans that they reasonably consider are more suitable for the customer's current household circumstances, based on their consumption over the last 12 months (where available), their consumption profile of peak/off peak usage and the metering at their premises. Retailers should provide advice on how to get the most benefit from these pricing plans, any drawbacks and any fees.
- 4.57 Where retailers advise of more than one better plan, they should identify one plan that they consider the lowest cost option, taking into account what they know of the customer's circumstances.
- 4.58 Separating the better plan message from bills is likely to increase visibility and engagement as many consumers do not routinely open or review their billing emails or attached bills. Removing this requirement from bills will materially also reduce implementation and ongoing compliance costs for retailers.

⁴ In Victoria, Australia, some consumers have been confused when they have been advised to change to a plan with the same name but different pricing. See 18 November 2025 insight: [Victorian Energy Market Insights | Essential Services Commission](#). We believe the use of product identification codes will help make this clearer for New Zealand consumers.

B2 – Support time-varying plan adoption

What we consulted on

- 4.59 To increase effective uptake of time-of-use plans and reduce risk for consumers who may get stuck in plans that are less suitable for them, we proposed:
- (a) Consumers could trial a time-of-use plan risk-free if they wish, with advice from their retailer on how to shift their consumption.
 - (b) Retailers would have had to inform consumers after three months whether they were making savings compared to their previous plan, with three customer contacts.
 - (c) If they were not saving, consumers could have chosen to switch back to their previous plan (even if it was no longer generally available) or to a different plan with the same retailer without having to pay any termination fee for exiting the time-of-use plan.

What we heard in consultation

- 4.60 Nine submitters supported our original proposal of a risk-free time-of-use trial, with retailers informing consumers after three months if they are making savings and allowing them to switch plans without a termination fee.
- 4.61 Some retailer and consumer-focused group submitters noted that this proposal is less necessary given the better plan review and removal of termination fees when changing plans with the same retailer.
- 4.62 Seven submitters didn't support the proposal, believing that three months was too short a period to give a proper picture of how well time-of-use is working and for households to have changed their behaviour. They suggested three customer contacts would be expensive and intrusive, and a better focus would be education on how to shift usage. Some stated that the Authority was inappropriately suggesting that taking up a time-of-use plan is inherently risky.
- 4.63 Contact Energy submitted we should instead require retailers to remind new time-of-use customers at the three-month mark about how to shift usage to make the best use of their time-of-use plan, for example by shifting more of their consumption to evenings and/or weekends.
- 4.64 Most consumers (86%) supported the proposal.

How we updated our approach

- 4.65 Having considered submissions, we accept that a three-month risk-free time-of-use trial is too short to reliably assess the suitability of a time-varying plan as households often need time to understand and adjust their consumption patterns.
- 4.66 We also acknowledge concerns that multiple mandated contacts may not be well received by customers, who might view this as intrusive.
- 4.67 In addition, we agree the introduction of better plan advice and the removal of termination fees for changing plans with the same retailer reduces the need for a separate risk-free trial mechanism.
- 4.68 We have therefore decided not to proceed with the risk-free time-varying trial proposal.
- 4.69 However, we were persuaded by the suggested variation of this proposal by Contact Energy to require retailers to remind new time-varying customers at the three-month mark about how to optimise their usage under their plans.

- 4.70 This change focuses on supporting consumers to understand their particular time-varying plan, build their confidence in how to get the most out of it, and how to make practical changes to save money.
- 4.71 Retailers are already required to tell consumers about the benefits and drawbacks of plans when they sign up or change plans. And most retailers will provide information about their time-of-use plans on sign up.
- 4.72 However, codifying a requirement to provide information again at three months will be useful as consumers will have had a few months of bills to see how they are adapting to their time-varying plan and if they are making savings. At that time they may be open to advice on how to keep changing their behaviour to make the best use of their plan and increase their chances of successful uptake.

Decision

- 4.73 Retailers will be required to provide customers taking up new time-varying plans with targeted education after three months on how to make best use of their specific type of plan. This approach supports informed behaviour change and the successful uptake of time-varying plans.
- 4.74 This approach focuses on informed choice and capacity-building rather than requiring a complex reconciliation mechanism. It also avoids framing time-varying plans as risky.
- 4.75 The advice to consumers doesn't need to be tailored to the household's individual usage, but it must reflect a customer's specific plan type, with advice on how to optimise their savings under that plan type.
- 4.76 We intend to provide guidance ahead the Code requirements coming into force to support consistent implementation.

B3 – Prohibit termination fees for switching plans with the same retailer

What we consulted on

- 4.77 We proposed to prohibit termination or break fees when a residential consumer switches between plans with the same retailer. A termination fee is any fee or charge imposed by the retailer when the customer terminates a contract, where that fee does not seek to reasonably reimburse the retailer for sign-up enticements.
- 4.78 For example, a \$150 early termination fee to exit a fixed-term electricity contract would have been prohibited under this proposal unless the fee sought to reasonably reimburse the retailer for a sign-up enticement provided to the customer when they signed up to the fixed-term contract.
- 4.79 Termination fees would still be allowed when switching to a different retailer, subject to the restriction in the Consumer Care Obligations about fees being reasonable. Charges to recoup the reasonable cost of a sign-up enticement (such as a free appliance) would also be unaffected.
- 4.80 We proposed a three-month transition period for terms and conditions, customer communications and internal processes to be updated.

What we heard in consultation

- 4.81 Many (17) retailer and consumer advocate submitters supported this proposal and told us that some retailers already have this policy in place.

- 4.82 Some retailers were opposed to the proposal as termination fees can reflect actual switching costs, particularly where a discounted price or other enticement has been given.
- 4.83 Common Grace Aotearoa suggested that these enticements should be banned so that vulnerable consumers are not locked into plans that may become unaffordable, and that this should be expanded to include fees for switching between retailers.

How we updated our approach

- 4.84 We remain of the view that prohibiting termination fees for residential consumers switching to more suitable plans with the same retailer is an important enabler of consumer mobility. We have decided to proceed with this requirement, with appropriate exceptions, as we consulted on.
- 4.85 Some submitters asked us to go further and ban all sign-up enticements. We are not proceeding with such a ban at this time, as we accept they can play a role in encouraging competition and consumer switching. Nor are we not proceeding with another suggestion from submitters to prohibit fees for switching between retailers. This too is something we may consider in future.
- 4.86 We are not proceeding with our proposed transition period for this proposal. Removing the transition period will simplify implementation. We consider it is also less necessary now that retailers will have an additional time to make the required system changes.

Decision

- 4.87 Termination fees will be prohibited when residential consumers switch plans within the same retailer.
- 4.88 We have clarified in the Code that the same retailer includes that retailer's different brands and subsidiaries.
- 4.89 This requirement includes a limited number of exceptions where sign-up incentives have been provided. For example, this would include free goods (such as a free television when signing up for a 24-month plan) or a credit on services (such as a \$200 credit on broadband and electricity when you sign up for a bundle for 12 months).
- 4.90 In this situation, termination fees must be reasonable and seek only to recover the proportional amount of the loss to the retailer from that incentive (for example, \$100 of the \$200 discount where the customer terminates the 12-month contract after only six months). Retailers must not seek to recover switching costs related to the administration of switching a customer between plans.
- 4.91 This prohibition applies only to residential consumers when switching between plans with the same retailer. Termination fees may still apply when a customer switches to a different retailer, subject to existing Consumer Care Obligation requirements that these fees must be reasonable and cost reflective.
- 4.92 There is no transition period for this change.

C – Encourage consumers to compare plans across all retailers and switch where it will save them money

- 4.93 These changes are designed to help more customers actively shop around to see if they can save money on their energy bills, by moving to cheaper or more suitable plans with their current retailer or by switching to a different retailer.

- 4.94 We have made amendments to our proposal about how retailers will be required to encourage consumers to compare plans and switch, to give advice at a time when consumers are most open to hearing it.

C1 – Prompt consumers to use the Authority’s new comparison and switching tool to compare across all retailers

What we consulted on

- 4.95 We proposed requiring retailers to prominently display a tier one message across all billing information, including bills, emails, apps and websites:

“Could you save money on another plan? Compare plans at the independent and government-funded site [TBC].govt.nz. The Electricity Authority requires us to include this information”

- 4.96 Retailers would be required to include the site’s logo and a link with this exact message.

- 4.97 This would be the only external comparison and switching site displayed on all retailer channels, replacing the link to Powerswitch, to avoid any confusion for consumers.

- 4.98 We note that retailers are already required to include this information on invoices, but not on other channels, it does not have to be prominently displayed and there is no specific wording.

- 4.99 Australia has progressed similar changes, with similar wording that also starts with “Could you save money on another plan?”, although we are not including estimated savings, as occurs in Australia.⁵

What we heard in consultation

- 4.100 Nearly half of submitters supported our proposal to prompt consumers to use the Authority’s new comparison and switching site to compare across all retailers. Submitters suggested the prompt wording be user tested, shortened, reference to the Electricity Authority removed, and clarified that we also mean comparing with another retailer. At stakeholder workshops it was also suggested we remove reference to “government” and emphasise that the site is free to use.
- 4.101 Some submitters opposed the prompt and felt that it should not be the retailers’ responsibility to encourage competition. Others wanted to the requirement to reference other comparison and switching sites, such as Powerswitch.

How we updated our approach

- 4.102 It is important for all retailers to play their part in supporting consumer mobility and competition in the residential retail electricity market. We reject submissions that it is not appropriate for retailers to encourage their customers to compare plans.
- 4.103 Having considered submissions, we accept that the wording of our proposed prompt could be improved by shortening it, removing mention of the Authority, the mention of government funding, and being clearer that it could involve a switch to another retailer, and that the service is free. We have taken on feedback and agree the precise wording needs consumer testing.
- 4.104 We have also considered feedback on our proposal to only allow reference to the Authority funded comparison and switching site. As a compromise, to increase consumer choice and encourage high performing tools, we have decided that all billing channels must mention the

⁵ [Final decision | Australian Energy Regulator \(AER\)](#)

Authority's platform first, but other comparison and switching sites may be mentioned afterwards at the retailers' discretion.

Decision

- 4.105 Retailers will be required to include a prescribed prompt and link to the Authority's new comparison and switching site on all billing communications.
- 4.106 This prompt applies to all residential consumers' bills and on all billing channels including apps, websites and communications. Retailers may also mention other comparison and switching sites if they wish. These may be added to the end of the prompt **after** the link to the Authority's comparison and switching site.
- 4.107 This requirement builds on the existing obligation to mention the Authority's comparison and switching service on bills, but with no parameters around how this message is included. A prescribed prompt is expected to increase consumer awareness, engagement and uptake of the comparison and switching service.
- 4.108 We are amending the Code with the requirement to include a specific prompt. However, the wording of the prompt will be provided in guidelines, rather than in the Code so that it can be updated in future more easily if needed in response to retailer and consumer feedback.
- 4.109 While the exact wording will be finalised through guidelines it will include the link to the Authority's comparison and switching site, it will be consistent with the following:

“Could you save money on another plan or with another power company? Compare plans at the free and independent site [TBC].govt.nz”.

C2 – Require retailers to publish a catalogue of all of their available residential plans that apply to each customer

What we consulted on

- 4.110 We proposed that each retailer would be required to publish a catalogue (on their website or app or available via phone) where consumers can view and compare all their retailer's generally available retail tariff plans that apply to them, given their location. This catalogue would also include all current pricing information and key terms and conditions for these plans. We are aware some retailers already offer this.
- 4.111 This builds on the existing Code requirement for a retailer to provide this information to a customer within five days of requesting it. The proposal also required this catalogue to include:
- (a) written information on plans, tariff prices, terms and conditions, and
 - (b) directions on how customers could get personalised advice and ask questions of their retailer.
- 4.112 The availability of this catalogue would have been publicised on all billing information, highlighted as part of the six-monthly better plan requirement, and mentioned every time a customer makes a billing query.
- 4.113 Maintaining catalogues with complete and current information about all retailer plans will help remedy a lack of complete plan and tariff information on many retailers' websites. Currently consumers don't know if they could be getting a better deal or if they are on a legacy plan at a higher rate than a newer plan.

What we heard in consultation

- 4.114 Half of submitters supported this proposal. Six retailers (of the 13 who responded) stated that they already have this in place.
- 4.115 A small number of submitters opposed the proposal, as detailed catalogues with many price points could be hard to display and lead to confusion, or they preferred other mechanisms to compare such as comparison and switching sites supported by data.

How we updated our approach

- 4.116 We have analysed the feedback we received and have decided to progress with this proposal with some minor modifications.
- 4.117 This information does not need to be publicised on bills, as part of our streamlined bill standardisation changes in A above. It does not need to be provided to consumers who have billing queries or are being given better plan advice.
- 4.118 We have also clarified that retailers are only expected to display generally available plans. Retailers are not expected to display thousands of plans or price points, which could confuse customers and be unwieldy.
- 4.119 They are not required to include legacy plans or plans that are only available to specific customers (e.g. a business only plan). They may use also use a tool to display plans that are suitable for customers by region and meter type, for example plans available in Southland for customers with communicating smart meters.
- 4.120 We agree that comparison and switching sites can also be used to find this information, but consider that this requirement is a useful addition that aligns with some consumers' preferred ways of researching and finding their available plans.

Decision

- 4.121 Retailers must publish a catalogue of all their currently, generally available residential plans and prices that are available to each customer. The catalogue of prices should be displayed showing GST to enable fair comparisons between plans and providers.
- 4.122 Retailers are only expected to show current plans that are generally available to consumers in their location. They may also ask questions about meter type to determine which plans that consumer can access.
- 4.123 Retailers with a very simple pricing structure may choose to simply publish their full catalogue of generally available plans.

C3 – Strengthen the Consumer Care Obligations to provide better plan advice when customers get in touch on some billing related issues

What we consulted on

- 4.124 We proposed requiring retailers to proactively offer advice on better plans every time any contact is made by a customer regarding billing issues and also at their annual Consumer Care Obligations check in.

What we heard in consultation

- 4.125 About a third of submitters supported the proposal to require retailers to proactively offer advice on better plans every time a customer makes contact on billing issues.
- 4.126 A similar number did not support the proposal as it could lengthen call times and call wait times (by up to 25-50% according to Genesis Energy), adding cost and slowing service. It

may also confuse or frustrate customers at a time when customers may not be receptive to advice.

- 4.127 Some submitters suggested this requirement should only be required in certain situations, such as Nova Energy's suggestion of when a customer asks about pricing, usage or plan suitability.

How we updated our approach

- 4.128 Having considered submissions from the October consultation, we accept that providing better plan advice every time a customer makes contact regarding any billing issue runs the risk of frustrating interactions, increased wait times for customers, and costs for retailers.
- 4.129 However, we remain of the view that when residential customers get in touch on *some* billing issues, it presents a valuable opportunity to provide better plan advice. Therefore, we have decided to narrow this requirement so it applies in situations where customers are more likely to need and be receptive to that advice.

Further publicising of the proposed amendment of proposal C3

- 4.130 The draft Code amendment in Appendix A of the consultation paper inadvertently omitted the wording in relation to this proposal. However, the proposal was consulted on (see paragraphs 3.84 to 3.93, question 19 of the consultation paper and the regulatory statement) and discussed at stakeholder workshops in December 2025. We received useful feedback from submitters and stakeholders.
- 4.131 As part of good regulatory practice, and to meet our obligations under the Electricity Industry Act 2010, on 10 February 2026 we publicised and emailed submitters the [draft Code amendment that would give effect to our refined proposal C3](#). Submitters were invited to comment by 17 February 2026.
- 4.132 The draft Code amendment introduced a proposed new clause 17A to complement the existing obligation in clause 17 of the Consumer Care Obligations, as discussed in the consultation paper with refinements to address submitter feedback.

Feedback on draft Code amendment

- 4.133 We received further feedback from Contact Energy and Meridian Energy.
- 4.134 Contact Energy noted that the proposal broadly aligns with its current practice but recommended a more principles-based approach. For instance, clause 17(1) may capture instances where customers may be frustrated to be asked to run through the specified information, example where they have already done their own research and are simply calling to switch.
- 4.135 Meridian Energy was comfortable with the obligation to refer customers to a plan catalogue but did not support a requirement for contact centre agents to step customers through the full range of options. Meridian suggested that the Authority clarify whether this communication is meant to be exclusively verbal. Meridian also commented that "any other matter reasonably relating to the customer's invoice or pricing plan" was unclear and suggested deleting this text.

How we updated our approach from further views

- 4.136 We carefully considered this additional feedback. We remain committed to ensuring that better plan advice is actively offered when consumers signal that they are open to it and likely to act, rather than retailers simply directing consumers to plan catalogues.

- 4.137 We consider the requirement has already been appropriately narrowed through the refinements made following the October consultation. It now targets specific contact points where customers are more likely to need – and be receptive to – advice. For this reason, we are not making further changes to the requirement as consulted on.
- 4.138 This includes retaining the wording ‘on any other matter reasonably relating to the customer’s invoice or pricing plan’. We will provide further detail about our expectation through guidelines to strike the right balance between providing meaningful support to consumers and what is reasonably practicable to deliver in day-to-day operations.
- 4.139 We have also retained flexibility in how advice may be provided. As retailers develop more advanced systems, advice may increasingly be delivered through non-verbal channels as well as contact-centre interactions.

Decision

- 4.140 Retailers must offer to provide better plan advice when consumers make contact in the following situations:
- (a) regarding payment difficulties (this is an existing obligation in clause 23, Schedule 11A.1 of the Code),
 - (b) making enquiries about changing plans, including whether they could be on a better plan and/or the cost of their plan or alternative plans (existing obligation in clause 17, Schedule 11A.1 of the Code),
 - (c) making enquiries about ways to reduce their power bill and/or usage (new obligation); and
 - (d) at any other time a customer requests information or advice on matters reasonably related to the customer’s invoice or pricing plan (new obligation).
- 4.141 This is additional to the obligation in B1 to provide better plan advice annually.
- 4.142 We expect retailers to apply judgement when determining if it is appropriate to provide better plan advice when customers get in touch. In general, advice should be provided when customers appear open to the discussion, as this is when they are most likely to act on the advice. We will issue guidance to retailers on this obligation.

D – Limit back billing to protect residential and small business consumers from bill shock

- 4.143 We designed these changes to respond to frequent complaints about back bills from residential and small business consumers. They are intended to reduce the risk of a back bill occurring and if it does, make it more manageable, reducing bill shock from unexpected back bills.
- 4.144 Submissions have confirmed our view on the need to limit back billing.

D1 – Limit back billing of historic usage to a maximum of six months

What we consulted on

- 4.145 We proposed that retailers be prevented from charging residential and small business consumers for energy used more than six months ago, except where the undercharged amount resulted from the consumer’s own actions.

- 4.146 This proposal is likely to be more relevant for consumers without communicating smart meters who receive repeated estimated meter reads, but will also apply to others, for example a customer with a smart meter where there has been a registry issue.
- 4.147 There would be a very restricted number of justifiable exceptions to this six-month limit based on the actions of a customer, such as where the retailer reasonably believed the customer had tampered with the meter or blocked access. Where the absence of a meter reading was due to an issue with the metering installation, a retailer would be required to try at least three times over at least three months to contact the customer to access or repair the meter.
- 4.148 These proposals would not alter expectations that a retailer absorbs costs associated with errors where consumers acted in good faith and had no way of knowing an error occurred. An example of this is cross-metering which may arise without any knowledge or fault on the part of the customer.

What we heard in consultation

- 4.149 Most submitters supported the proposal to limit back billing of historic usage to six months, with agreed exceptions. Utilities Disputes Limited estimates this may reduce back billing complaints by two thirds.
- 4.150 Some retailer submitters preferred no time limits to back billing, as the causes can be outside of their control. Some submitters preferred shorter limits of three or four months, while others preferred longer limits to give more time to resolve issues.
- 4.151 There were differing views on what the exceptions should be. For example, workshop participants mentioned a grey area – mistaken registry information can occur where an incorrect address has been chosen from a dropdown box for a new subdivision, because the correct address is not available, leading to an incorrect ICP number being allocated and then a back bill occurs without clarity as to who is responsible.
- 4.152 Workshop participants also raised another grey area where access cannot be obtained for a meter read, but the customer has no say in it. This could happen if the meter is in a cabinet in their apartment building, but the customer does not have access to it, or if a weather event prevents reads from occurring, making it unclear who is responsible.
- 4.153 We also heard about the current variance in current retailer practices, with some retailers already voluntarily limiting back billing and/or offering payment plans.
- 4.154 94% of consumers supported the proposal to offer protections from big catch-up bills and make payments manageable.

How we updated our approach

- 4.155 We have considered the feedback received and have decided to continue with our proposal to limit back billing for residential and small-business consumers to a maximum of six months, with some exceptions.
- 4.156 We received a lot of submissions stating that getting the exceptions right is crucial to making this proposal work. We considered these exceptions carefully and discussed them with submitters in December workshops to ensure that they cover instances where back bills may be created through the actions of customers.
- 4.157 We used the following principles to determine what should qualify as an exception from prohibition:
- (a) If the consumer is responsible, then there should be an exception so that the retailer can recover that cost.

- (b) If the consumer is not responsible, there should not be an exception.
- (c) The party in the best position to absorb the cost or seek redress from those that caused the cost should bear the risk.
- (d) What approach helps incentivise communicating smart meter uptake in New Zealand.

4.158 In terms of an appropriate time restriction on back billing, we were advised by consumer advocates that limiting back billing to twelve months or more would be unlikely to help many consumers, who would likely still experience significant bill shock if they received a bill dating back a year.

4.159 We also considered a shorter time limit of four months but have not chosen to proceed with this for now as it only allows two billing cycles to identify and resolve any issues, which may not be sufficient. This change may be considered in the future once retailers have strong systems in place to manage down the risk of back bills.

Decision

4.160 Retailers will not be permitted to bill residential and small business consumers for historic electricity usage that occurred more than six months prior.

4.161 Some limited exceptions will apply. These are linked to situations in which the customer is at least partially responsible for the back bill. The exceptions include:

(a) Where the retailer is unable to obtain a meter reading due to:

- (i) A fault on the part of the customer (for example, by repeatedly preventing or refusing access or not responding to repeated communications to facilitate access for meter reads or by not providing safe access),
- (ii) Vandalism, or
- (iii) an issue with the metering installation and the customer has for at least four months failed to respond to at least three requests from the retailer for access to repair or read the meter.

(b) Where the retailer reasonably suspects fraud or theft has been committed to obtain discounted or free electricity by deception at that address (for example by meter tampering, bypassing wiring, making an illegal connection, stealing power or using identity theft).

4.162 This six-month limit does not apply to credits, only to costs. This decision does not alter the expectation that a retailer absorbs costs associated with errors where consumers acted in good faith and had no way of knowing an error occurred. For example, cross-metering which may arise without any knowledge or fault on the part of the customer.

D2 – Proactive measures to reduce the likelihood of back bills and make them manageable when they occur

What we consulted on

4.163 We proposed complementary proactive obligations on retailers to minimise the likelihood of back billing occurring and to support residential and small business customers when it occurred, such as by allowing payments in instalments.

4.164 We proposed retailers be required to:

- (a) contact a customer if an actual meter reading had not been obtained for more than three months,

- (b) inform customers of the potential consequences of repeated estimated readings (that is, the possibility of a high catch-up bill) and their ability to provide their own meter readings,
- (c) make reasonable endeavours to resolve with the customer any technical or access issues preventing an actual meter reading,
- (d) make reasonable endeavours to contact a customer prior to issuing a back bill of more than three months, offer a payment plan and explain how to make a complaint, and
- (e) update their terms and conditions, if necessary, to reflect these changes.

4.165 We proposed that where back bills covered a period of electricity use that predated the bill by up to six months, customers would have the right to pay in instalments over a period at least equal to the back billed period. For example, a five-month back bill could be repaid over five months.

4.166 To protect consumers from hardship while also giving retailers time to adapt, we proposed a phased approach to implementing the six-month back billing cap, with a three-month transition period. Current invoices would be unaffected.

What we heard in consultation

4.167 Twelve submitters supported the proposal to work out repayment plans with customers after receiving a back bill. Some retailers already offer these or more generous terms, such as 12 months for Toast Electric. Some retailers such as Octopus Energy already take proactive steps to prevent and manage back billing.

4.168 Mercury recommended customer contact at four months, instead of three months if an actual meter reading has not occurred, to allow for two cycles of two-monthly reads.

4.169 Retailers told us that our proposed staggered approach to implementation, including a transition period for this requirement, risked confusing consumers and creating additional compliance steps for retailers in altering their systems.

4.170 We heard that the continued roll out and maintenance of communicating smart meters is the key action that prevents back bills from occurring in the first place. Smart meter penetration is very high in New Zealand at around 94%, but there remain approximately 6% of properties without them.⁶

4.171 94% of customers supported the proposal to offer protections from back bills and to make payments manageable.

How we updated our approach

4.172 Having considered submissions, we continue to prefer our proposals to require retailers to take proactive steps to manage back billing.

4.173 We have decided on two changes based on feedback, which are to require retailers to contact customers if an actual meter reading has not been obtained after four months instead of three months, to better align with meter reading cycles, and to remove the transition period.

4.174 We have decided to remove the phased transition period, instead moving to a simple single implementation date. We heard that having a staggered implementation approach was cumbersome. The proposed transition period provided little consumer benefit compared to the risk of confusion and inefficiency of implementation. Retailers will have until 30 October

⁶ [Electricity Authority - EMI \(market statistics and tools\)](#)

2026 to align their systems and processes when the cap will come into effect, unless they wish to implement it sooner.

- 4.175 As part of changes to bill standardisation the requirement to inform consumers without smart meters about the six-month limit on back billing may now occur outside of the bill, choosing their own method of communication.
- 4.176 The other elements of the Code amendment will proceed as proposed.
- 4.177 We heard that many retailers offer more generous payment terms for back bills and consumers facing payment difficulties, so we want to emphasise that retailers must offer a payment plan of at least the period of the back bill (up to the six-month cap), but that they can offer more time than this.
- 4.178 We have also emphasised in the decision that retailers should contact customers before sending a back bill, potentially when discussing a payment plan. This approach addresses complaints received by Utilities Disputes Limited about unexpected direct debiting, which can cause stress and alarm for households and small businesses and could force them into overdraft.
- 4.179 We want retailers to be incentivised to keep pushing for the roll out of communicating smart meters and for customers to agree to them. However, at this stage we do not think that any additional actions should be mandated by the Authority, on top of what we have already proposed to achieve this.
- 4.180 These back billing decisions will help provide these incentives. We may consider an education programme in future promoting the benefits of smart meters, such as access to time-varying plans, lower risk of back bills, and the ability to monitor their usage more easily.

Decision

- 4.181 Retailers must take proactive measures to minimise the likelihood of back billing occurring and to support residential and small business customers when it does occur, by:
- (a) contacting customers if an actual meter reading has not been obtained for more than four months,
 - (b) informing customers of the potential consequences of repeated estimated readings and their ability to provide their own meter readings,
 - (c) making reasonable endeavours to resolve any technical or access issues preventing an actual reading,
 - (d) making reasonable endeavours to contact a customer prior to issuing a back bill and offer a payment plan,
 - (e) advising customers without smart meters of the six-month cap on back billing – choosing their own method of communication, and
 - (f) updating their terms and conditions to reflect these changes.

Submitters also shared wider views on the retail market

- 4.182 Submitters raised issues outside the scope of the proposal. While these views do not change our final decisions on these proposals, they warrant further consideration and discussion.
- 4.183 Additional points submitters made on billing included:
- (a) the Authority should take a stronger and broader focus on switching and should report savings from switching,

- (b) retailers should be required to warn consumers before their contracts rollover,
- (c) the industry should pay close attention to consumer data protection using new technologies, including rights of access to data, its use and consumers' ability to withhold access,
- (d) the Authority should consider redrafting Consumer Care Obligations to include distributor fees and require distributors to provide prompt responses to consumer bill queries,
- (e) the industry could utilise smart meter capability more fully to share real time, rather than delayed information with consumers, and
- (f) the Authority could make metering equipment providers responsible for managing and owning data to take pressure off retailers.

4.184 Additional points submitters made on other Electricity Authority work included:

- (a) the Authority should offer a tailored onboarding process for new retailers and distributors, such as solar,
- (b) the Authority's proposal to enable multiple trading relationships will add complexity to billing,
- (c) consumers may be less protected by non-traditional electricity retailers,
- (d) more needs to be done to address errors in the registry,
- (e) the Authority should wait until its new comparison and switching platform is fully operational, independently audited and delivering accurate results before requiring retailers to refer customers to it,⁷ and
- (f) the Authority should include Consumer Care Obligation compliance in audit processes.

4.185 We thank submitters for raising these additional points. We have shared these with the appropriate teams in the Authority for their consideration.

4.186 The Authority is actively working on some of these issues in other projects, and will consider whether further investigation on other issues is necessary in due course. The Authority will communicate progress on these areas of concern through our usual channels.

⁷ We note that retailers were advised on 13 November 2025 that they would soon be required to update the website reference in accordance with clause 11.30B of the Code.

5 These Code amendments will make it easier for consumers to understand their electricity bills

These amendments support our statutory objectives

- 5.1 As discussed in **Chapter Three**, we have decided to amend the Code to make it easier for residential consumers to understand their electricity bills, identify the plans available to them, compare options and switch to better deals. Some refinements have been made in response to feedback provided in submissions.
- 5.2 The Code change will:
- (a) improve consumers' ability to understand their electricity use and costs through electricity bills that are easier to understand and compare,
 - (b) reduce the effort and time involved to compare plans and switch and build confidence in doing so,
 - (c) increase trust in retailer billing practices,
 - (d) protect all consumers, especially those who are time-poor or in vulnerable situations, and
 - (e) support more effective competition and innovation in the retail market.
- 5.3 The objectives of the proposal align squarely with the Authority's main statutory objective: *to promote competition in, reliable supply by and the efficient operation of the New Zealand electricity industry for the long-term benefit of consumers.*
- 5.4 Clear, enforceable and consistent billing requirements promote competition by reducing information barriers, enabling consumers to compare offers more effectively, and making it easier for consumers to respond to price signals by switching to better plans and more innovative providers.
- 5.5 The aim of the proposal is also consistent with the Authority's additional statutory objective: *to protect the interests of domestic and small business consumers in relation to the supply of electricity to those consumers.*
- 5.6 By improving bill clarity, reinforcing comparison and switching pathways, providing advice on better plans and limiting back bills, the changes reduce the risk of consumer harm and improve outcomes for consumers, in particular those who are less engaged, time-poor or in circumstances more vulnerable to bill shock.

The benefits of these amendments are greater than the costs

- 5.7 The consultation paper regulatory statement set out the benefits of our proposed amendments. The benefits of these amendments outweigh the costs.
- 5.8 As outlined in the regulatory statement the key benefits for consumers are:
- (a) Protecting consumers and helping them access affordable electricity.
 - (b) Making it materially easier for residential customers to:
 - (i) understand their electricity bills,
 - (ii) see easily what other plans their retailer offers,
 - (iii) compare plans and providers, and

- (iv) switch to get better deals.
- (c) Building trust in the electricity market.
- (d) Supporting a more competitive and efficient retail electricity market.
- (e) Protecting residential and small business consumers from bill shock from back bills of greater than six months.
- (f) Reduced number of billing complaints.

5.9 The key costs of our proposal for retailers are:

- (a) Bill redesign and IT system changes,
- (b) Analytics and training,
- (c) Testing and change management,
- (d) Ongoing maintenance, and
- (e) Opportunity costs from making these changes.

5.10 We have attempted to minimise these costs by:

- (a) Agreeing to provide an exemplar bill, detailed guidelines and data field specifications to reduce the need for bespoke development.
- (b) Extending implementation timeframes by four months and coordinating rather than staggering the implementation.
- (c) Amending our proposals to reduce costs and improve benefits for consumers, including by:
 - (i) Changing from a prescriptive bill standardisation approach to one with a shorter list of mandatory elements with a principles-based approach to design.
 - (ii) Changing from six monthly to annual better plan reviews and providing the results outside of bills to reduce bill redesign costs and align with existing CCO annual review requirements.
 - (iii) Removing the requirement to contact customers three times after they have been on a time-varying plan, instead providing advice on how to make best use of the time-varying plan once at three months.
 - (iv) Limiting the requirement to provide better plan advice when a customer gets in touch about a billing issue to instances where they are open to that conversation.
 - (v) Contacting customers after four months instead of three months when a meter reading has not occurred to fit with the common meter reading cycle of two months.

5.11 Economic analysis commissioned from Sapere confirmed that the revised package of billing improvements preserves, and in cases, improves consumer benefits, while reduces retailer compliance burden relative to the original proposal.⁸

How are we going to measure success?

5.12 We will measure the success of these billing improvements through a clear, multilayered monitoring framework that draws on the Authority's existing compliance tools and market monitoring data, as well as consumer research and insights from stakeholders.

⁸ Economic analysis of customer billing proposals. Sapere. January 2026.

Measuring success overall

- 5.13 At an overall level, we will track success using the following system-wide indicators:
- (a) **Retailer compliance:** review of retailer annual CCO compliance statements
 - (b) **Consumer experience and trust:** trends measured through the Authority's annual consumer perceptions and sentiment survey
 - (c) **Engagement and choice:** switching activity and plan changes, including within-retailer optimisation and switching between retailers, using retail market monitoring data and consumer engagement with the Authority's comparison and switching service, such as traffic, comparison journeys started and completed, and switching rates
 - (d) **Market outcomes:** retail market monitoring over time to assess whether consumers are increasingly on suitable or better value plans with their retailer and dispute trends from Utilities Disputes Limited, particularly those relating to billing clarity, bill shocks and back billing.

Measuring success for each change

Standardised billing and design principles

- 5.14 We will look for evidence that bills are easier to understand, easier to compare, and less likely to trigger confusion or disputes, through:
- (a) improved consumer confidence and comprehension, to show that more consumers can identify their plan, term, meter read type and options without needing to contact their retailer, through a consumer survey,
 - (b) reduction over time in billing format complaints received by Utilities Disputes Limited,
 - (c) targeted compliance checks of bills to look for compliance with mandatory information and billing design principles, and
 - (d) inclusive outcomes via improved engagement among consumers who rely on paper or email bills, through a consumer survey.

Better plan advice

- 5.15 We will assess whether better plan advice is leading to more efficient outcomes within retailers by tracking through our monitoring of the retail market:
- (a) increased rates of plan optimisation within retailers, and
 - (b) reduction in loyalty penalties.

Compare and switch

- 5.16 We will assess whether billing improvements are supporting more active and effective consumer choice by measuring:
- (a) improved switching rates, to show higher rates of plan optimisation (within and across retailers), higher rates of starting comparison journeys, higher completion of comparison journeys, via retail market monitoring and data from the Authority's comparison and switching tool, and
 - (b) evidence of stronger competition and innovation, by looking for narrower price dispersion for comparable plans and growth in helpful new offers that consumers understand and adopt via retail market monitoring.

Limit back billing

- 5.17 We will assess whether limits on back-billing are reducing harm from unexpected charges by tracking the reduction in bill shocks and disputes through a reduction in billing complaints received by Utilities Disputes Limited.

Code requirements will apply to all retailers selling electricity to residential consumers

- 5.18 Every retailer who sells electricity to residential consumers must comply with the new requirements. Back billing limitations will also apply to retailers selling to small business consumers.

6 Next steps – implementation of decisions and supporting actions

Key dates

- 6.1 The Authority is amending the Code to give effect to this decision.
- 6.2 We have added an additional four months to our proposed timing for the implementation of these billing related changes (which was previously 1 July for most changes). This change is to give retailers longer to implement these new requirements, given feedback that our initial proposed timing was insufficient.
- 6.3 This extended timeline should allow retailers time to make the necessary operational and IT adjustments, to train staff, to maximise synergies with other initiatives and to minimise duplication.
- 6.4 We have also modified our proposals to make their implementation simpler and less costly. We have allowed adequate time from guideline publication and from the release of this decision for implementation to occur. We have removed the transition period for back-billing and switching fees to simplify implementation requirements.
- 6.5 A 30 October 2026 implementation date also aligns with the existing backstop requirement for retailers to have time-varying pricing in October 2026, and with the proposed changes to introduce unique product identification code for retailer plans as part of the proposals to standardise product information.
- 6.6 We encourage retailers to make these changes prior to 30 October 2026, if they are able, to allow their customers to enjoy the benefits sooner.
- 6.7 Below are the key implementation dates:
- (a) In **early March 2026** the Code amendment is published and notified
 - (b) **April/May 2026**
 - (i) Authority publishes billing guidelines and exemplar bills
 - (ii) Authority publishes unique product identification code guidelines⁹
 - (c) On **30 October 2026** the Code amendment comes into effect and all changes must be implemented, including:
 - (i) Mandatory content (including product identification codes) and principles-based changes to bills introduced together, ensuring one redesign anchors all bills.
 - (ii) Prompts to compare and switch on redesigned bills (which had already been updated to reference the Authority’s comparison and switching service).
 - (iii) Annual reviews on better plans and strengthening Consumer Care Obligations.
 - (iv) Termination fees for switching plans with the same retailer prohibited.
 - (v) Six-month cap on back billing comes into effect. No electricity usage more than six months prior can be invoiced to customers unless it comes within an exception to the prohibition.

⁹ Improving access to electricity product information: decision paper.

Guidance and support materials

- 6.8 In the first half of 2026 we will work with stakeholders to develop and publish guidance to support these changes, including an implementation toolkit with:
- (a) **An updated exemplar bill, detailed guidelines and data field specifications** – This will provide an example of what our expectations are and may assist smaller retailers without the capacity to redesign their own bills. Retailers will be required to include the mandatory billing elements and follow the principles-based approach as outlined in the Code and supported by the guidelines. They will not be required to follow the exemplar bill but it will provide some useful guidance.
 - (b) **Time-varying plan guidance at three months** – This will provide an example of what could be provided to consumers to help them make best use of their new time-of-use plan to maximise savings and shift more of their consumption to off-peak periods. For example, information about the most expensive and cheapest periods and what their rates are, how to monitor usage, how to shift usage, case studies of how families have used timers and delays on appliances to shift load, and advice on how to schedule an EV to charge overnight. It will not be mandatory to use this exact guidance and it may be combined with any retailer-specific guidance.
 - (c) **Better plan guidelines** – Resources to assist retailers to comply with the new better plan requirements, including guidance on how to engage with customers. Note retailers can draw on their existing Consumer Care Obligation methodologies for assisting consumers in financial hardship.
- 6.9 We will work with retailers to support them through the changes.
- 6.10 We will also be publishing information for consumers on our website to help them understand their rights under the new rules, for example on back billing.

Monitoring and enforcement

- 6.11 The Authority's role under the Act is to monitor and enforce compliance with the Code, which will now include these additional billing requirements.
- 6.12 The Authority will monitor these Code obligations as per our regulatory functions through:
- (a) monitoring compliance to identify trends and patterns that may indicate systemic issues
 - (b) trend analysis to ensure that the requirements are functioning as intended and benefiting consumers without imposing undue costs on industry participants
 - (c) enforcement of serious breaches, where appropriate through the established Rulings Panel.
- 6.13 Retailers will be required to include a statement in their annual CCO compliance report that they have complied with the billing standards.
- 6.14 We publish the results of our monitoring function where appropriate.
- 6.15 We adopt a targeted enforcement approach undertaken in accordance with the Electricity Industry (Enforcement) Regulations 2010 (Regulations) and our [Enforcement and prosecution policy](#) and [Compliance strategy](#).
- 6.16 Not all reported breaches are investigated, and the applicable processes can take some time. Only the Rulings Panel has the ability to order pecuniary penalty for breaches of the Code, of up to \$2 million, and make compensation orders in respect of any person. The

Government has signalled that it may introduce legislative changes to enable the Authority to issue infringement notices, which may be a potential tool to be used here.

- 6.17 The Authority's role is distinct from that of Utilities Disputes Limited, which has a critical role as a mandated dispute resolution scheme under the Act, for resolving disputes and complaints between consumers and electricity providers, including on electricity billing matters.

Additional information

- 6.18 The following appendices are attached to this paper:

Appendix A Key context – consumer mobility amendments to drive billing improvements and increase switching

Appendix B Submissions analysis

Appendix C Code amendment

Appendix A Key context – consumer mobility amendments to drive billing improvements and increase switching

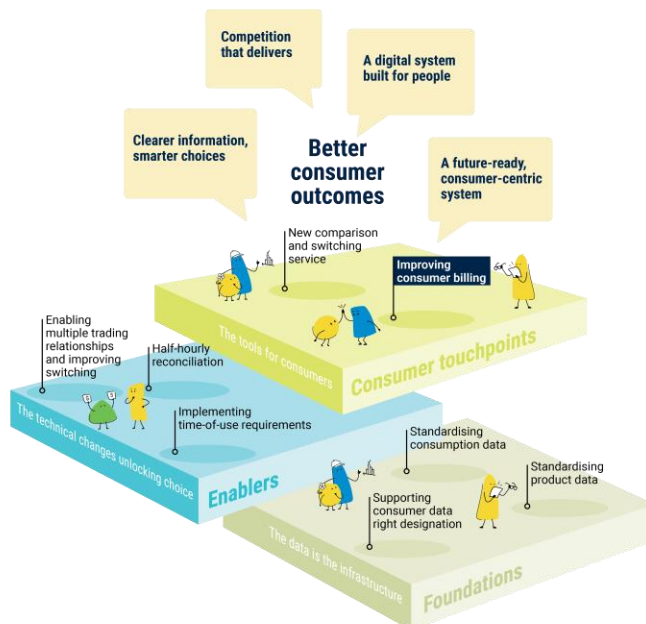
A.1 This appendix sets out the origin and key context for the Authority’s decision to amend the Code, as part of our improvements to consumer mobility. We have consistently heard from consumers, advocates and market monitoring that electricity bills need to be clearer, more consistent and more useful.

These amendments are part of the consumer mobility project

A.2 This initiative is part of the consumer mobility projects that together aim to deliver more choice and better value for all electricity consumers.¹⁰ It’s not about people doing more, but improving a system that serves consumers better.

A.3 Improving consumer billing, alongside the Authority’s new comparison and switching service are the two critical consumer touchpoints that aim to give consumers the tools they need to make smarter choices, by design. Our changes will send more consumers to this comparison and switching tool.

A.4 One important linkage is that the changes to standardise product and consumption data and the Consumer Data Right allowing for open electricity will make it easier for consumers to get really good information about whether they are better off switching plans or not using historical consumption data in real time. We have aligned our timing so that the new unique product identification code will be in place when retailers are required to standardise their bills. These changes will also allow the Authority’s comparison and switching tool to offer an enhanced service later in 2026.



A.5 The final Code amendment is set out in **Appendix A**.

Summary of key context

A.6 This section summarises some of the key context for this work. We have heard for some time that electricity bills are confusing and driving complaints. Research, reviews and

¹⁰ [Consumer mobility | Electricity Authority](#)

advocates all pushed for clearer and more standardised bills to empower consumers to switch, and this has been a key focus for the Authority.

Electricity bills are confusing and billing issues are driving complaints

- A.7 In December 2024, **Utilities Disputes Limited** identified systemic electricity billing issues through its complaints resolution work. This included estimated switching reads being recorded as actual reads on bills, and cases where very large back bills were debited in a single transaction causing customers unexpected overdrafts.¹¹
- A.8 The **Electricity Price Review 2018-2019** found that electricity bills were often confusing, inconsistent across retailers and lacked the key information consumers need to make informed choices.¹² The Review recommended that the Electricity Authority enforce changes to:
- (a) Make bills simpler, clearer and understandable to all, drawing on advice from the Consumer Advocacy Council
 - (b) Retain annual reviews of customer plans (which were previously required under the low fixed charge regulations but phased out from April 2022) so that customers aren't left on unsuitable or more expensive plans
 - (c) Revisit headline prices for typical household profiles to make price comparisons easier (depending on Australian results) and strengthen Powerswitch.

Clearer and more standardised bills will empower consumers to switch

- A.9 In July and August 2025, the Navigators conducted a **Consumer Perceptions and Sentiment Survey** with over 1,500 residential and small business consumers to establish a baseline to track consumer sentiment over time. The survey found that only 21% of consumers see themselves as likely to switch in the next year, but this increased to 38% when consumers received personalised savings information. The survey also found that 57% of consumers monitor their electricity use closely, which is linked to greater confidence in understanding bills and how to reduce energy costs. The report concluded that making bills easier to understand presents a clear opportunity to empower households to switch retailers and reduce energy costs.¹³
- A.10 In 2025, **Frontier Economics** were commissioned by MBIE to conduct a comprehensive review of New Zealand's electricity market performance.¹⁴ They found that:
- "The Electricity Authority should urgently implement a program with retailers to achieve bill consistency so that customers are better able to compare retail offers and also identify ways to improve their electricity use. The template that has been developed by Consumers NZ for a consistent bill is a good starting point for achieving this."*¹⁵
- A.11 The **Government agreed** with this recommendation from the Frontier report and signalled the upcoming consultation on standardised bill information (this work) to help achieve electricity bill consistency, which aligned with work already underway at the Electricity Authority to improve consumer mobility and billing.¹⁶ The Government responded to that review with a number of changes, such as strengthening the Electricity Authority and

¹¹ [Systemic Insights 2024](#)

¹² [Electricity Price Review: Final Report](#) p33

¹³ [2025 Consumer Perceptions and Sentiment Survey Report \(11 November 2025\)](#)

¹⁴ [Review of Electricity Market Performance by Frontier Economics](#) p5

¹⁵ [Review of electricity market performance | Ministry of Business, Innovation & Employment](#) p5

¹⁶ [Frontier Recommendations and Government Response.pdf](#)

boosting new energy supply. The two key recommendations and responses in terms of consumer mobility were:¹⁷

Recommendations on improving consumer information	Government response
Achieve electricity bill consistency	Agree. The EA will consult on standardised bill information before the end of 2025
Improve consumer data access to make comparison and switching easier	Agree. A consumer data right for the electricity sector is being progressed.

- A.12 The October **Improving electricity billing in New Zealand** consultation was published the same month, aligning with the first recommendation, based on work already underway by the Authority. The Authority is working with MBIE on the Consumer Data Right to enable open electricity, alongside work on consumer and product information improvements.
- A.13 In 2022, the **Consumer Advocacy Council and Consumer NZ** advocated for power bills to be standardised across the market to help consumers more easily compare offers and switch retailers supporting stronger competition.¹⁸ In 2023, the Consumer Advocacy Council released a model bill,¹⁹ and Consumer NZ undertook a literature review on electricity bill simplification to support the Council in designing a consumer-centred bill.²⁰

¹⁷ [Key Frontier recommendations and the Government's response](#)

¹⁸ [Media Release: Joint project to simplify power bills](#)

¹⁹ [Consumer Advocacy Council Model Electricity Bill guide](#)

²⁰ [Your power bill should be easy to understand - Consumer NZ](#)

Appendix B Submissions analysis

- B.1 This appendix summarises what we heard from submitters and consumers who answered the consultation questions. The submission summaries in this appendix are not exhaustive, and we encourage you to review individual submissions for a comprehensive account of submitters' views. Submissions are available in full on our [website](#). We have used the original proposal titles in this appendix, and the updated titles in **Chapter Three** of the decision paper.

Proposal A – Standardise billing information to make bills easier to understand and give residential consumers the information they need to engage

- B.2 In our consultation paper, we sought feedback on proposals to make electricity bills clearer, more consistent and more useful for consumers. We consulted on whether to introduce compulsory minimum billing standards – covering content, language, layout and tiered information presentation – across all billing channels (paper, email, apps and websites).
- B.3 Our objective is to ensure that every consumer, regardless of retailer, receives the information they need to understand and manage their energy costs, compare offers and switch plans, if they choose.

A1 – Mandatory content in all billing channels and A2 – Plain language and logical layout requirements

What we heard from submitters

- B.4 Almost half of submitters (13/28) supported mandatory standardisation of bills. Some submitters also referenced the 2019 Electricity Price Review finding that confusing bills were preventing switching. For example, the Business Energy Council said that “Standardised bills will make it easier for consumers to understand costs, compare plans and avoid overpaying”.
- B.5 However, five retailers did not support the proposal to standardise bills, concerned this could make bills more complex and chill innovation. Retailers told us that they had spent considerable effort designing and user testing bills that worked for their consumers and promoted their business and were concerned about investing in redesigned bills that may not deliver consumer benefits. They also argued it is impractical for one bill design to work for all retailers, particularly those offering bundled services. For example, Octopus said, “Other than some possible improvements in clarity, the changes do nothing to enable true comparison between plans given the increasing prevalence of time of use pricing.”
- B.6 Five other submitters proposed an alternative, principles-based approach alongside a small number of mandatory elements. This would give retailers more flexibility to innovate and keep up with new technology and AI changes.
- B.7 Submitters gave feedback on the elements proposed in the consultation paper and proposed refining it to a much shorter list such as:
- (a) Total charges owing including GST
 - (b) Retailer contact details
 - (c) Energy used and sold
 - (d) A comparison with a previous period (such as month or year) or comparable household
 - (e) ICP(s) and account number

- (f) Plan name and end date
- (g) Billing period
- (h) Bundled services
- (i) Link to digital bill or tools to enable comparison.

B.8 There were mixed views on the benefit of a model or exemplar bill. This was mainly seen as useful to clarify the Authority’s expectations and support smaller retailers, but submitters believed it was unlikely to reduce costs or implementation times for most.

What we heard from consumers

- B.9 Over half (56%) of consumers who responded to our billing consultation questions said they found it hard to find the information they need on their bills.
- B.10 Almost all consumers (96%) supported our proposal to standardise bills to make them clearer and more consistent.
- B.11 Consumers told us they like bills that are clear and easy to read and understand. Consumers want improved plan clarity, so that their plan name and details are clear. They want costs to be transparent, with costs and charges clearly displayed. They want GST included in all prices and charges. They like usage data with graphs and breakdowns. They asked for more detail on what each charge is for and a clearer separation of line charges. And they like having an app to track usage.

A3 – A tiered information approach that highlights the most important information for consumers

What we heard from submitters

- B.12 Nine submitters supported a tiered information approach, while seven opposed it. As discussed above, there may be benefits in standardisation for some customers and including key information on the first page, but retailers were concerned that this may lead to overly long bills, with tier one content being unlikely to fit on one page. Some submitters were also concerned that the approach wouldn’t allow retailers the flexibility to highlight what is important to them or their customers.

What we heard from consumers

- B.13 Consumers didn’t provide feedback on this specific point.

Proposal B – Introduce better plan to support residential consumers to understand if they are on their retailer’s cheapest plan for them and switch risk-free if they are not

- B.14 We consulted on new requirements to ensure consumers are regularly prompted to move to electricity plans that better suit their needs and can trial or switch plans with minimal risk or penalty. This proposal builds on existing Consumer Care Obligations and responds to long-standing concerns from consumer advocates that disengaged consumers are missing out on better deals.

B1 – Require six-monthly reviews on better plans

What we heard from submitters

- B.15 Eleven submitters broadly supported six-monthly reviews on better plans to make it simpler for consumers to find a better plan or have confidence they are on their retailer’s best plan

for them. For example, Entrust ran a survey which found only 54% of Auckland consumers know which type of electricity plan they are on. There was support for the Authority's proposal to exclude estimated savings from this review.

- B.16 Submitters particularly felt this would benefit vulnerable customers, for example NZCCSS said: "We believe this has the potential to provide substantial benefit to low-income households and particularly older people who are less engaged with the internet". Octopus also stated: "Compulsory best plan promotion and the proposed limits to back billing should make substantial improvements against all the other measures... and should give consumers confidence that they are on the best plan with their retailer."
- B.17 An equal number of submitters (11/28) did not support six-monthly reviews of better plans. Six submitters pointed to significant increases in costs for retailers, which would be passed on to consumers.
- B.18 Some were concerned that it would discourage customers from looking for their best plan across all retailers. For example, Consumer NZ said: "We are also concerned that advising consumers they are on the "best plan" could lead to a false sense of security. Consumers may assume this means they are on the cheapest or most suitable plan across the entire market, when in reality it refers only to plans offered by their current retailer. This could discourage consumers from shopping around or switching, inadvertently reducing competition and undermining one of the key goals of a healthy retail market".
- B.19 Five submitters argued that it may lead to less innovation and fewer plans available for consumers to choose from. Five submitters also preferred 12 monthly-reviews, aligning with existing annual reviews. There were also concerns about the method for calculating what is a better plan, and possible inconsistencies with existing Consumer Care Obligations methodologies which may cause confusion for customers.
- B.20 Finally, some submitters argued that consumers themselves are best placed to select their own plans, as retailers don't have the information about their household's composition, usage and preferences. They believed it would be better to point customers to tools and data to determine their own best plan, across all retailers. These submitters suggested that the Authority's appropriate focus should be on facilitating access to consumer data rather than better plan advice.
- B.21 We note there appeared to be some confusion about the Authority's proposal – we stated in paragraph 3.35 that the six-monthly review would be based on 12 months of data, if available. But some submitters assumed we meant based on six months of data which would lead to seasonality issues. It was for this reason that we had proposed the use of a full 12 months of data.

What we heard from consumers

- B.22 Most consumers (89%) who responded to our billing consultation questions said they found it hard to know if they are on the best or cheapest plan.
- B.23 Almost all (97%) of consumers supported the proposal for power companies to help them to move to a better plan for their needs and to offer low-risk trials.
- B.24 Consumers want advice and suggestions for better plans or ways to save money. They want it to be easier to compare between plans.

B2 – Enable risk-free time-of-use plan adoption

What we heard from submitters

- B.25 Nine submitters supported risk-free time-of-use adoption, although some noted that the six-monthly better plan review and proposal to remove termination fees with the same retailer could fulfil the same purpose.
- B.26 Seven submitters did not support the risk-free time-of-use proposal. Some stated that the Authority was inappropriately suggesting that taking up a time-of-use plan is inherently risky. Three retailers submitted that three months is too short a period to give a proper picture of how well time-of-use is working and for the household to change their behaviour.
- B.27 Three retailers disliked the proposal to contact customers three times, stating this would be costly for them and intrusive for consumers. Others suggested that our focus should instead be on consumer education. For example, Contact recommended that the proposal is changed to a reminder after three months on how to shift usage. Some retailers requested a limit to the number of trials per year.

What we heard from consumers

- B.28 Nearly half (47%) of consumers who responded to our billing consultation questions agreed that trying a time-of-use plan feels too risky.
- B.29 Most (86%) of consumers supported a proposal that would allow them to trial a time-of-use plan for three months, changing back to their previous or a different plan without penalty if they prefer.

B3 – Prohibit termination fees for switching plans with the same retailer

What we heard from submitters

- B.30 Many submitters (17/28) supported the proposal to prohibit termination fees for switching plans with the same retailer, in most instances. For example, Unison said: “Removing these fees encourages consumers to move to plans that better suit their needs, promotes fair competition, and prevents unnecessary penalties that can erode trust. This aligns with a consumer centric approach by making it easier and more transparent for customers to optimise their electricity plans.”
- B.31 Four retailers told us they already do not have termination fees for switching between their plans.
- B.32 Some submitters called for this to be expanded to include termination fees for switching to another retailer.
- B.33 Some retailers were opposed to the proposal as they believe the termination fees reflect actual switching costs. Two key issues raised by submitters were, whether it is appropriate to remove termination fees for fixed term plans where consumers have received a discounted price and retailers may have entered a hedge for that period. And secondly, whether it is appropriate to remove termination fees where a “freebie” has been given, or whether freebies should be banned so that consumers aren’t locked into plans. For example, Common Grace said, ““Freebies” can lead to hardship by locking people into unaffordable plans.” However, we accept that these inducements may encourage consumers to switch, so we need to consider incentives carefully.

What we heard from consumers

- B.34 Consumers didn’t provide feedback on this specific point.

Proposal C – Encourage consumers to compare plans across all retailers and switch where it will save them money

- B.35 This proposal was designed to help more customers actively shop around to see if they can save money on their energy bills, by moving to cheaper or more suitable plans with their current retailer or by switching to a different retailer.

C1 – Prompt consumers to use the Authority’s new comparison and switching tool to compare across all retailers

What we heard from submitters

- B.36 Nearly half (13/28) of submitters supported the proposal to prompt consumers to use the Authority’s new comparison and switching tool to compare across all retailers.
- B.37 Energy Trusts of New Zealand have offered to assist us with working on other barriers to switching and support for those who won’t use the site.
- B.38 Submitters made suggestions on the wording of the proposed prompt to user test it, shorten it, remove reference to the Electricity Authority and be clear that we also mean with another retailer. For example, NZCCSS suggested “you could save money by changing your plan or provider”. Rewiring Aotearoa also suggested the prompt should add “or by installing solar panels”.
- B.39 Some submitters opposed the exclusivity of the prompt, suggesting that other comparison and switching sites should be able to be referenced, such as Powerswitch. Other submitters said it should not be a retailer’s responsibility to encourage their customers to switch providers.
- B.40 Paua to the People noted that some households will still struggle to find retailers to take them on.

What we heard from consumers

- B.41 Most consumers (89%) who responded to our billing consultation questions said they found it hard to know if they are on the best or cheapest plan.
- B.42 Almost all (97%) of consumers supported the proposal for power companies to help them to move to a better plan for their needs and offer low-risk trials.

C2 – Require retailers to publish a catalogue of all of their available plans that apply to each customer

What we heard from submitters

- B.43 Half of submitters (14/28) supported the requirement for retailers to publish a catalogue of all of their available plans that apply to each customer. Six retailers stated that consumers can already see their plans or tariffs.
- B.44 Two or more submitters were opposed and were concerned that this might lead to a reduction in the number of plans offered to reduce their regulatory burden.
- B.45 Some submitters were concerned that detailed catalogues could lead to more confusion, rather than clarity, for customers. There was also some question of how this would be technically possible for some retailers with tens of thousands of different price points.
- B.46 Others preferred the use of retailer tools or comparison and switching sites, supported by data, such as through the EIEP.

What we heard from consumers

- B.47 Most consumers (89%) who responded to our billing consultation questions said they found it hard to know if they are on the best or cheapest plan.
- B.48 Over half (56%) of consumers who responded to our billing consultation questions said they found it hard to find the information they need on their bills.

C3 – Strengthen Consumer Care Obligations

What we heard from submitters

- B.49 Almost half (13/28) of submitters supported the proposal to require retailers to proactively offer advice on better plans at their annual Consumer Care Obligations check in. ERGANZ felt that it was a practical option that reinforced existing requirements without unnecessary duplication. Unison commented that it would keep consumers informed and empowered, and promote transparency.
- B.50 Octopus suggested we keep this light as the annual check in already contains quite a lot of information, for example by stating the following and including a link to a best plan page on their website rather than including the detail in an email: “Am I on the best plan? Each year we look to see if your plan is giving you the best value based on your electricity usage. If we think you could be better off on another of our plans, we’ll let you know.”
- B.51 On the other hand, Meridian argued it would be likely to confuse customers and increase the number of calls and their duration. Pua to the People argued that it shouldn’t be the retailer’s responsibility.
- B.52 About a third (9/28) of submitters supported the proposal to require retailers to proactively offer advice on better plans every time any contact is made by a customer regarding billing issues, with two submitters including caveats – “within reason” or “in principle”.
- B.53 Seven submitters did not support this proposal. Four submitters were concerned that it would frustrate customers who were calling about an unrelated issue, add call time, call wait time, cost and slow service; and not benefit customers who weren’t open to advice at that time. For example, Genesis estimate that it could lead to 25-50% longer calls (which had already increased 30% as a result of the Consumer Care Obligations). Two submitters suggested the information should only be provided on request.
- B.54 Two retailers had concerns about how the proposal would work, given restrictions on retailer communication with customers during the switch protection period.²¹
- B.55 Nova made an alternative proposal – that better plan advice be offered when a customer raises questions about pricing, usage or plan suitability; or when retailer identifies material benefit from switching or notes payment difficulties; or during periodic or customer-initiated reviews consistent with Consumer Care Obligations.

What we heard from consumers

- B.56 Consumers didn’t provide feedback on this specific point.

²¹ Clause 11.15AB of the Code provides a list of purposes for which a losing retailer may communicate with a customer during the switch protected period, including to make a counter-offer where the customer has contacted the losing retailer without the retailer having first prompted the customer to do so.

Proposal D – Limit back billing to protect residential and small business consumers from bill shock from unexpected back bills

- B.57 We designed these proposals to respond to frequent complaints about back bills from residential and small business consumers. They are intended to reduce the risk of a back bill occurring and if it does, make it more manageable, reducing bill shock from unexpected back bills.

D1 – Limit back billing of historic usage to a maximum of six months

What we heard from submitters

- B.58 The majority of submitters (16/28) supported the proposal to limit back billing of historic usage, with agreed exceptions. Utilities Disputes Limited estimated that this would reduce back billing complaints by two thirds, as 70% of back billing complaints are about bills longer than six months old.
- B.59 Three retailers preferred a longer back billing limit of between 12 and 15 months. Four submitters preferred a shorter limit: one consumer preferred a limit of three months and three consumer advocates preferred a limit of four months.
- B.60 Five retailers preferred no limits be imposed, because they said many of the causes of undercharging are outside of retailer's control. For example, they may be caused by metering equipment providers, the registry or consumers, so retailers may not become aware of the issues for a long time. There are already protections in place on topics such as the frequency of meter readings and promptness of notification of billing errors.
- B.61 Contact told us it already limits back billing to six months, except where it is the customer's fault or fraud has occurred. Meridian limits back billing to 15 months.
- B.62 Submitters reiterated that commercial businesses (that is, other than small business consumers) should not be covered and suggested the following exceptions (among others):
- (a) Where customers have not responded to communications or denied meter access
 - (b) Fraud or theft
 - (c) Legitimate instances where usage can't be measured.

What we heard from consumers

- B.63 About a quarter of consumers (25%) who responded to our consultation questions had received a big catch-up bill that was based on old estimated use instead of actual use at their home or business.
- B.64 Most (94%) supported our proposal to offer protections from big catch-up bills and to make payments manageable.

D2 – Proactive measures to manage back billing

What we heard from submitters

- B.65 Twelve submitters supported the proposal to work out repayment plans with customers after receiving a back bill. Some retailers told us they already offer the same or more generous terms than we proposed (the same length of time to pay back as the back bill covers). For example, Toast said it should be up to 12 months depending on the ability of the customer to cover both the back bill and their ongoing electricity costs. Utilities Disputes Limited supported the proposed prohibition on direct debiting back bills without prior warning.

- B.66 Some retailers told us they already take proactive measures to prevent and manage back billing, for example Octopus follows up with every ICP they haven't received a reading for after a month.
- B.67 Mercury suggested the requirement to contact a customer if an actual meter reading hasn't been obtained be changed from three to four months to allow for two cycles of meter reads every two months.
- B.68 Four submitters emphasised the key preventative measure is the continued roll out and maintenance of communicating smart meters. One retailer suggested that it should be a requirement to have functioning telecommunications that make a communicating smart meter work, after noting issues when customers change to providers with poor coverage.

What we heard from consumers

- B.69 Most (94%) consumers who responded to our consultation questions supported our proposal to offer protections from big catch-up bills and make payments manageable.

Appendix C: Code amendment: Improving electricity billing

This appendix sets out the clauses that have been approved for amendment. Code amendments are displayed as follows:

- (a) text or formatting is shown black underlined where the consultation paper proposed adding to the Code
- (b) text or formatting is shown ~~black strikethrough~~ where the consultation paper proposed deleting from the Code.
- (c) text or formatting is shown red underlined where drafting changes were made following consultation
- (d) text or formatting is shown ~~red strikethrough~~ where drafting changes were made following consultation

Part 1 Registry information management

1.1 Interpretation

- (1) In this Code, unless the context otherwise requires,—
domestic consumer has the meaning given to it by section 5 of the Act
small business consumer has the meaning given to it by section 5 of the Act

Part 11 Registry information management

11.1 Contents of this Part

This Part—

- (a) provides for the management of information in the **registry**; and
- (b) prescribes a process for switching **ICPs** between **traders**; and
- (ba) prescribes a period of protection for **gaining retailers** during which a **losing retailer** may not approach a customer to persuade the customer to stay with the **losing retailer** or to switch back to the **losing retailer**; and
- (bb) imposes restrictions on the use of customer information held by a **losing retailer** during a **switch protected period**; and
- (c) prescribes a process for a **distributor** to change the record in the **registry** of an **ICP** so that the ICP is recorded as being usually connected to an **NSP** in the **distributor's network**; and
- (d) prescribes a process for switching responsibility for **metering installations** for ICPs between **metering equipment providers**; and
- (e) prescribes a process for dealing with **trader events of default**; and
- (f) requires **retailers** to give **consumers** information about their own consumption of **electricity**; and
- (g) requires **retailers** to give information about their **generally available retail tariff plans** to any person on request; and

- (h) prevents **traders** from **electrically disconnecting** an **ICP** within 25 days of the termination of an agreement with a **retailer** relating to the supply of electricity at that **ICP**; and
- (i) imposes restrictions on a **retailer's** recovery of undercharged amounts from a **domestic consumer** or a **small business consumer**.

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 six months before the date of the invoice unless subclause (3) applies.
- (2) A **retailer** that proposes to charge the customer an undercharged amount within six 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**
 - ~~(a)~~(b) state the undercharged amount to be recovered in the customer’s invoice in accordance with clause ~~7(1)(f)~~5(1)(g) of Schedule 11A.2; and
 - ~~(b)~~(c) state the time period in 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
 - ~~(e)~~(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.
- (3) Subclause (1) does not apply if the **retailer** holds a reasonable belief that ~~the retailer was unable to obtain a meter reading due to 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
 - ~~(b)~~ (ii) vandalism; or
 - ~~(e)—(iii) an issue with the metering installation and the customer has for at least ~~three~~ **four** months failed to respond to at least three 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.**

11.32I Retailer must take measures to reduce likelihood of undercharging

- (1) A **retailer** must take proactive measures to reduce the likelihood of ~~recovering~~ an undercharged amount ~~occurring, to which under~~ clause 11.32H(1) ~~may apply~~, including but not limited to **the following**:
 - (a) **making reasonable endeavours to contacting** the customer if the **retailer** has not been able to obtain a **meter reading** for more than ~~three~~ **four** months:

- (b) informing the customers of the consequences of repeated estimated meter readings:
 - (c) informing the customers that the customer may provide the retailer with a meter reading and how the customer may do so:
 - (d) making reasonable endeavours to resolve any technical or access issues with the customer that may prevent the retailer from obtaining a meter reading:
 - ~~(e) making reasonable endeavours to contact a customer before issuing an invoice to recover an undercharged amount under clause 11.32H(1), offering a payment plan, and explaining how the customer may make a complaint.~~
- (2) A retailer must inform every customer that does not have a smart meter at one or more of their customer's premises to which the retailer supplies electricity of the requirement in clause 11.32H(1), and the date from which the retailer is subject to that obligation and the premises to which this information relates by providing this information to those customers in invoices.

11.32J Transitional arrangements

- ~~(1) Until the date on which clause 11.32H comes into effect, a retailer that issues an invoice to a customer for an undercharged amount must—~~
 - ~~(a) explain the undercharged amount; and~~
 - ~~(b) state the time period in which the customer must pay the undercharged amount being either—~~
 - ~~(i) the period during which the undercharging occurred, if the undercharging occurred over a period of less than 6 months; or~~
 - ~~(ii) 6 months, in any other case; and~~
 - ~~(c) state that the customer may pay the undercharged amount in instalments by contacting the retailer and arranging payment in instalments; and~~
 - ~~(d) explain how the customer may make a complaint.~~
- ~~(2) A retailer must inform every customer that does not have a smart meter at their premises of the requirement in clause 11.32H(1) and date from which the retailer is subject to that obligation by—~~
 - ~~(a) providing the information to those customers in invoices;~~
 - ~~(b) adding the information to the retailer's call centre scripts;~~
 - ~~(c) making the information available to those customers by any other means that would ensure the customers are informed of the information in subclause (2).~~

Part 11A Consumer Care

11A.1 Purpose of this Part

The purpose of this Part is to impose a set of minimum standards on **retailers** requiring them to:

- (a) adopt behaviours and processes that foster positive relationships with residential consumers;
- (b) support residential consumers in accessing and maintaining an affordable and constant **electricity** supply suitable for their needs; ~~and~~
- (c) help minimise harm to residential consumers caused by insufficient access to **electricity** or by payment difficulties; ~~and~~
- (d) provide **time-varying pricing plans** for consumption and injection; and

- (e) provide billing information that enables customers to easily:
 - (i) understand the amount or amounts owed, the due date or dates for payment, and available payment options;
 - (ii) understand how the amount or amounts owed have been calculated; and
 - (iii) compare their plan with other available plans to find the best plan for their needs.

11A.2 Interpretation

In this Part, unless the context otherwise requires,—

...

better plan check means an assessment by a **retailer** under clause 11 of Schedule 11A.2

Billing Standards means the requirements set out in Schedule 11A.2

...

category A retailer means a **retailer**—

- (a) whose customers made up less than 5% of the total number of **ICPs** in New Zealand on the previous 30 June; or
- (b) who has a **time-varying pricing plan** or plans available to all of its residential and **small business consumer** customers that have **smart meters** that applies or apply (either separately or in the same plan) to consumption and injection and which is or are published on its website and an **electricity plan comparison platform** (where supported), either—
 - (i) by 30 June 2026 and subsequently continues to do so; or
 - (ii) after 30 June 2026 for a continuous period of 12 months and subsequently continues to do so

...

invoice means an invoice issued by a **retailer** to a ~~post-pay~~ customer in relation to the supply of **electricity** to that customer

...

plan catalogue means the information that a **retailer** must **publish** under clause 11A.17

...

Application of the Consumer Care Obligations and Billing Standards

11A.3A Participants subject to Billing Standards

- (1) Every **retailer** who sells **electricity** to a customer must ensure that each invoice issued to a customer complies with the Billing Standards.
- (2) A **retailer** who uses a third party or agent acting on its behalf to issue an invoice to ~~its a~~ customer must ensure the third party or agent complies with the Billing Standards.

11A.4 Retailer must report compliance with Consumer Care Obligations and Billing Standards

- (1) Each **retailer** who sells **electricity** to residential consumers in a year beginning 1 July must submit a compliance report to the **Authority** in respect of that year within 3 months of the end of that year.
- (2) Each compliance report must be in the **prescribed form** and contain the following information for the year in respect of which the compliance report is submitted:
 - (a) all versions of the **retailer's** consumer care policy which were in force at any time during that year;
 - (b) a statement as to whether or not the **retailer** complied with all requirements in the Consumer Care Obligations during that year;
 - (ba) a statement as to whether or not the **retailer** complied with all requirements in the Billing Standards during that year;
 - (c) a summary of any instances of non-compliance identified by the **retailer** and any remedial action taken; and
 - (d) any other information required by the **Authority**.
- (3) The **retailer** must take all practicable steps to ensure that the information contained in the compliance report is:
 - (a) complete and accurate;
 - (b) not misleading or deceptive; and
 - (c) not likely to mislead or deceive.
- (4) Each compliance report must be accompanied by a certification signed and dated by a director or the chief executive officer of the **retailer**, or a person holding a position equivalent to one of those positions, that the person considers, on reasonable grounds and to the best of that person's belief, that the compliance report is a complete and accurate record of the matters stated in the compliance report.
- (5) If the **retailer** becomes aware that any information the **retailer** provided in the compliance report is not complete or accurate, is misleading or deceptive, or is likely to mislead or deceive, the retailer must as soon as practicable provide to the **Authority** such further information as is necessary to ensure that the information provided is complete and accurate, is not misleading or deceptive and is not likely to mislead or deceive, even if the certification under subclause (4) has previously been issued on reasonable grounds.
- (6) Notwithstanding anything else in this clause, a **retailer** is not required to include in the compliance report any information in respect of which the **retailer** claims legal professional privilege.
- (7) The **Authority** may **publish** any information submitted to it in a compliance report, and the certification provided under subclause (4).
- (8) For the avoidance of doubt, a **retailer** who sells **electricity** to residential consumers in the period between this clause coming into force and 30 June 2025 must submit a compliance report under subclause (1) covering at least that period within 3 months of 30 June 2025.

...

11A.12 Category B retailers must offer time-varying pricing plans

- (1) A **category B retailer** must make available to all of its residential and **small business consumer** customers that have **smart meters** one or more **time-varying pricing plans** that individually or together apply to consumption and injection.
- (2) A **category B retailer** is not required to comply with subclause (1)—
 - (a) in respect of a **time-varying pricing plan** for consumption if it meets the definition of a **category A retailer** in respect of consumption but not injection; and
 - (b) in respect of a **time-varying pricing plan** for injection if it meets the definition of a **category A retailer** in respect of injection but not consumption.
- (3) This clause applies on and after 1 October 2026.

...

11A.16 Retailer obligation when a customer signs up to a time-varying pricing plan

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

- ~~(1) Three months after a customer signs up to a **time-varying pricing plan**, the **retailer** must compare the customer's invoices for those three months to what the **customer** would have paid on their previous plan based on the same consumption data.~~
- ~~(2) If, after completing an assessment under subclause (1), the **retailer** finds that the **customer** is not paying less for their consumption on the **time-varying pricing plan**, the **retailer** must inform the customer and invite the customer to choose between—
 - ~~(a) reverting to their previous pricing plan even if that pricing plan is no longer being offered by the **retailer** without charging the customer a fee to do so;~~
 - ~~(b) changing to a different pricing plan or product offering offered by the **retailer** without charging the customer a fee to do so;~~
 - ~~(c) remaining on the **time-varying pricing plan** with advice on how the customer may realise greater cost savings.~~~~
- ~~(3) If the customer decides to change under subclause (2)(b), the **retailer** must treat this as an enquiry to change a pricing plan under clause 17 of Schedule 11A.1.~~
- ~~(4) If the customer does not make a decision to revert under subclause (2)(a) or change under subclause (2)(b), after receiving the **retailer's** assessment under subclause (2), the **retailer** must—
 - ~~(a) make three attempts to contact the customer to obtain the customer's decision using the customer's preferred communication channel or, if the customer does not have a preferred communication channel, the most recent communication channel used by the **retailer** to contact the customer; and~~
 - ~~(b) if the **retailer** is unable to make contact with the customer under subclause (4)(a), and the customer does not respond to the **retailer's** assessment under subclause (2) within one billing period, the **retailer** must ensure the customer remains on the **time-varying pricing plan**.~~~~

11A.17 Retailer to publish plan catalogue

- (1) Each **retailer** must **publish** and keep updated a plan catalogue containing the following information—
 - (a) the name of every **generally available retail tariff plan**; and
 - (b) the **product identification code** for every plan referred to in paragraphs (a) and (b); and
 - (c) the structure of, and prices available under, every plan referred to in paragraphs (a) and (b) **including GST, if any**; and
 - (d) a high-level summary of how the plan is tailored for different customers.
- (2) The **retailer** must not charge any person a fee to access the plan catalogue.

11A.18 Retailer must not charge customer a fee to change pricing plan or product offering

- (1) A **retailer** must not charge ~~its~~any customers a fee to change from one the **retailer's** pricing plans or product offerings ~~if the customer requests to change~~ to a different pricing plan or product offering from the same **retailer**.
- ~~(2) A **retailer** must not include in any terms and conditions a requirement that a customer pay a fee to change from one of the **retailer's** pricing plans or product offerings to a different pricing plan or product offering from the same **retailer**.~~
- ~~(3)~~(2) For the purposes of this clause, “the same **retailer**” includes ~~all brands and subsidiaries offered by or associated with the **retailer**~~—
 - (a) any subsidiary, as defined in section 5 of the Companies Act 1993, of the **retailer**; or
 - (b) if one or both of the **retailer** and another entity are not a company as defined in the Companies Act 1993, any such other entity that is in a similar relationship to the **retailer** as a subsidiary, as if both the retailer and the other entity were companies.
- (3) For the avoidance of doubt and without limitation, subclause (1) includes any situation where the other pricing plan or product offering is offered by the **retailer** under a different brand or other business of the retailer than the brand or business under which the **retailer** provides the pricing plan or product offering that the customer is changing from.
- (4) Despite subclause (1), a **retailer** may charge a fee to a customer to recover the reasonable amount:
 - (a) attributable to the cost of any goods or services provided to the customer free of charge, or at a discounted rate for a limited period, when the customer signed up to that pricing plan; and
 - (b) that the **retailer** has not been able to recover during the period for which the customer paid for **electricity** under that pricing plan.

Schedule 11A.1 Consumer Care Obligations

...

Part 2

Consumer Care Policy and related matters

16 Retailers to contact customers at least annually

At least once a year, a **retailer** must contact each of its **customers** to:

- (a) advise the **customer** that they can request access to information about their consumption of **electricity** in accordance with this Code, including clause 11.32A;
- (b) advise the **customer** of the existence of the **retailer's consumer care policy** and provide a copy of the **consumer care policy** or a direct hyperlink to it; ~~and~~
- (c) ask the **customer** to confirm the **customer's** information, as recorded by the **retailer** in accordance with Part 4 and Part 8 of the **Consumer Care Obligations**, remains accurate; ~~and~~
- (d) advise the **customer** of the existence of the **retailer's plan catalogue**; and
- (e) provide the **customer** with a better plan message in accordance with clause 8 of Schedule 11A.2.

...

17 Retailers to provide further information prior to customers making changes

- (1) If a **customer** enquires with the **retailer** about changing a **pricing plan** or signing up to a different **product offering**, before making any change the **retailer** must:
 - (a) advise the **customer** of the **retailer's** available **product offerings**, and related **pricing plans** and **payment options** that are relevant to the **customer's** current household circumstances;
 - (b) use reasonable endeavours to assist the **customer** in understanding the most suitable option for the **customer's** current household circumstances, including any conditions the **customer** must meet in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular option including any **fees** the person may incur; and
 - (c) provide information about 1 or more **electricity plan comparison platforms**.
- (2) Subclause (1) does not apply to **customer** changes made through an online platform, provided the **customer** has easy access to information about the **retailer's** available **product offerings** and related **pricing plans** and **payment options** that may be relevant to the **customer's** current household circumstances.
- (3) A **retailer's** advice to a **customer** in accordance with clause 17(1)(a) does not affect the **retailer's** obligation to provide a better plan message in accordance with clause 6 of Schedule 11A.2.

17A Retailers to provide further information in certain circumstances

- (1) If a **customer** requests information or advice from the **retailer** on reducing the **customer's electricity** expenditure or **electricity** consumption or on any other matter reasonably relating to the **customer's invoice** or **pricing plan**, the **retailer** must:
 - (a) advise the **customer** of the **retailer's** available **product offerings**, and related **pricing plans** and **payment options** that are relevant to the **customer's** current household circumstances;

- (b) use reasonable endeavours to assist the **customer** in understanding the most suitable option for the **customer's** current household circumstances, including any conditions the customer must meet in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular option including any **fees** the person may incur; and
 - (c) provide information about 1 or more **electricity plan comparison platforms**.
- (2) A **retailer's** advice to a **customer** in accordance with clause 17A(1)(a) does not affect the **retailer's** obligation to provide a better plan message in accordance with clause 6 of Schedule 11A.2.

19 Information required on invoices

In addition to any applicable requirements in clauses 11.30 to 11.30B, a **retailer** must clearly set out on each invoice:

- (a) ~~a breakdown of the total amount owed, distinguishing between the current invoicing period and any overdue amounts;~~
- (b) ~~the due date or dates for payment;~~
- (c) ~~available **payment options**, or advice on where to find information regarding available **payment options** in supporting documentation (which may include the **retailer's** website or app); and~~
- (d) ~~if bundled goods or services have been received by the **customer**, the amounts owing for each good or service.~~

[Revoked]

23 Retailers to engage with customers experiencing payment difficulties

Where a **retailer** knows that a **post-pay customer** not on a **payment support plan** may be experiencing payment difficulties, the **retailer** must:

...

- (e) offer advice, and if the **customer** agrees, advise on changes that could be made to:
 - (i) the **customer's** consumption profile (which may include increasing the proportion of **electricity** used at off-peak times); or
 - (ii) the **metering** at the **customer's** premises (which may include taking steps to support changes to the **customer's** consumption profile, or to enable load control),
 that might reasonably be expected to reduce the amount of the **customer's** future invoices, after accounting for the cost of implementing such changes (which may include the cost of changing the **metering** at the **customer's** premises);
- (f) consider whether, based on the **customer's** consumption over the past 12 months, and any advice given under paragraph (e), the **retailer** has 1 or more **pricing plans** that could provide a lower cost of **electricity** to the **customer** and, if so:
 - (i) advise the **customer** of that plan or those plans that the **retailer** reasonably considers are most suitable for that **customer's** current household circumstances (provided that the **retailer** does not need to advise the customer of more than 3 **pricing plans**), any conditions the person must meet in order to obtain the greatest benefit from any **pricing plan** and the drawbacks of any particular plan including any **fees** the person may incur; and
 - (ii) where the **retailer** advises the **customer** of more than 1 **pricing plan**, identify the **pricing plan** which the retailer reasonably considers is the

lowest cost option for the **customer**, taking into account those aspects of the **customer's** circumstances of which the retailer has knowledge;

...

23A Better plan message obligation unaffected

The provision of any advice under clause 23(f) to a **customer** does not affect the **retailer's** obligation to provide a better plan message to the **customer** in accordance with clause 8 of Schedule 11A.2.

68 Fees must be reasonable

- (1) Any **fee** charged by a **retailer** to a **customer** must:
 - (a) not exceed reasonable estimates of the costs the **fee** is identified as contributing to; and
 - (b) otherwise be reasonable, taking into account the need to strike an appropriate balance between precision, and administrative and practical efficiency.
- (2) A **fee** must not:
 - (a) be used to offset future costs; or
 - (b) attempt to recover any deficit that may have arisen because of previous under recovery, unless clause 11.32H applies.

Schedule 11A.2

cl. 11A.3A

Billing Standards

1 Interpretation

In the **Billing Standards**, words and phrases appear in bold to alert the reader to the fact that they are defined in clause 1.1 or clause 11A.2.

Part 1

General Principles

2 Plain language requirements

An **invoice** must use clear and accessible language.

3 Customer comprehension

The information in an **invoice** must be presented in a way that is easy to understand.

4 Prominence of mandatory information

An **invoice** must present the mandatory information listed in clause 5 in a prominent manner that is clearly visible and easy to locate.

Part 2

Presentation of **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; and
 - (ii) any credits, reversals any 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 clause 5(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.

~~4—Requirements for Tier 1 information~~

- ~~(1) Tier 1 information must appear on the first page of a paginated **invoice** or at the beginning of an unpaginated **invoice**.~~
- ~~(2) A **retailer** must not include information other than Tier 1 information on the first page of a paginated **invoice** or above the Tier 1 information at the beginning of an unpaginated **invoice**.~~

~~5—Requirements for Tier 2 information~~

~~Tier 2 information must follow Tier 1 information on an **invoice**.~~

~~6—Inclusion of other information~~

~~Any other information a **retailer** wishes to include on an **invoice** must appear after Tier 2 information.~~

~~7—Tier 1 information~~

- ~~(1) Tier 1 information is—~~
 - ~~(a) the **customer's** name;~~
 - ~~(b) the address of the premises to which the **retailer** supplies **electricity**;~~
 - ~~(c) the **customer's** mailing address if different from paragraph (b);~~
 - ~~(d) the **customer's** account number;~~
 - ~~(e) the **customer's ICP identifier** clearly labelled “**ICP**” followed by the **customer's ICP identifier**;~~
 - ~~(f) the **retailer's** identifying information including, but not limited to, the **retailer's** trading name and/or brand name, logo and link to the **retailer's** website);~~
 - ~~(g) the **invoice** number;~~
 - ~~(h) the **invoice** issue date;~~
 - ~~(i) the due date or due dates for payment;~~
 - ~~(j) the total amount owed in dollar figures including GST;~~
 - ~~(k) a breakdown of—~~
 - ~~(i) the amount the **customer** owes for the invoicing period in dollar figures; and~~
 - ~~(ii) if applicable, any overdue amounts the **customer** owes in dollar figures and the invoicing period the overdue amounts relate to; and~~
 - ~~(iii) 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;~~
 - ~~(l) 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); and~~
 - ~~(iii) an explanation of why there is an undercharged amount and how the **retailer** has calculated that amount; and~~
 - ~~(iv) a statement that the **customer** may pay the undercharged amount in instalments by contacting the **retailer** and arranging payment in instalments; and~~

- ~~(m) the **payment options** available to the **customer** or advice on where the **customer** may find information regarding the available **payment options**;~~
- ~~(n) whether the total amount owed under subclause (1)(j) 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)(j) is “based on an estimated reading”; and~~
 - ~~(B) include a link to or information about how the **customer** may submit a **customer meter reading**;~~
- ~~(o) the **product identification code**;~~
- ~~(p) a final **invoice** must include a clear notice that it is the final **invoice**;~~
- ~~(q) a link to or information about how to contact the **retailer**;~~
- ~~(r) the name and telephone number of the **participant** or **participants** to contact to make fault inquiries and report emergencies;~~
- ~~(s) a link to or information about the dispute resolution scheme identified under clause 3 of Schedule 4 of the Act;~~
- ~~(t) a link to or information about where to find the **retailer’s consumer care policy**;~~
- ~~(u) a link to the **electricity plan comparison platform**; and~~
- ~~(v) a **better plan message** in accordance with clauses 10 and 11.~~
- ~~(2) All dollar amounts in subclause (1) must be inclusive of GST, if any.~~
- ~~(3) Tier 1 information may also include information about any assistance available to **customers** in the event of a natural disaster, pandemic or emergency.~~

8—Tier 2 information

- ~~(1) Tier 2 information is—~~
 - ~~(a) the **pricing plan** name;~~
 - ~~(b) the **product identification code**;~~
 - ~~(c) key aspects of how the **pricing plan** is structured including but not limited to—~~
 - ~~(i) identification of peak, off-peak and shoulder hours;~~
 - ~~(ii) any free hours;~~
 - ~~(iii) any discounts;~~
 - ~~(iv) any conditions; and~~
 - ~~(v) any contract end date;~~
 - ~~(vi) the amount of any contract exit fee or, if no exit fee, a statement that there is no fee;~~
 - ~~(d) a breakdown of how the total amount due in clause 7(1)(j) was calculated, including by reference to the following (if applicable)—~~
 - ~~(i) billing period (date to date) and number of days;~~
 - ~~(ii) previous **meter reading**;~~
 - ~~(iii) current **meter reading**;~~
 - ~~(iv) usage, including but not limited to peak, off-peak, or shoulder periods in kWh or MJ;~~
 - ~~(v) rates charged for **electricity** in dollar figures, 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);~~
 - ~~(vi) levies in dollar figures;~~
 - ~~(vii) any credits that the **retailer** applied, in dollar figures;~~

- ~~(viii) any discounts that the **retailer** applied, in dollar figures;~~
 - ~~(ix) any amount deducted, credited or received under any rebate, concession, relief scheme, or under a payment support plan;~~
 - ~~(x) GST, in dollar figures;~~
 - ~~(xi) any injection; and~~
 - ~~(xii) if bundled goods or services have been received by the **customer**, a breakdown of the amounts owing for each good or service with an explanation of how these are calculated;~~
 - ~~(e) average daily consumption and injection in kWh or MJ and dollar figures;~~
 - ~~(f) average monthly consumption and injection in kWh or MJ and dollar figures and, if an **invoice** was issued by the same **retailer** to the **customer** for the previous billing period, a comparison with the **customer's** consumption and injection in kWh or MJ and dollar figures in the previous billing period;~~
 - ~~(g) average annual consumption and injection in kWh or MJ and dollar figures and, if an invoice was issued by the same **retailer** for the corresponding billing period in the previous year, a comparison with the **customer's** consumption and injection in kWh or MJ and dollar figures for the corresponding billing period in the previous year.~~
 - ~~(h) for a **customer** without a **smart meter**, a statement about the requirement in clause 11.32H and the ability to pay the invoice in instalments;~~
 - ~~(i) the names and contact details of any government agencies that offer financial support to **customers** experiencing energy hardship;~~
 - ~~(j) if the **retailer** offers interpreter services, information about what those interpreter services are and how a **customer** may contact an interpreter; and~~
 - ~~(k) if the **retailer** offers services to assist **customers** with hearing or speech impairments, or any other disabilities, information about what those services are and how a **customer** may access those services.~~
- ~~(2) All dollar amounts in subclause (1) must be inclusive of GST, if any.~~

9 Retailer may include any other information

~~A **retailer** may include any other information on a **customer's invoice** provided that information appears after Tier 1 and Tier 2 information on the **customer's invoice**.~~

Part 3

Requirement to include a better plan message

6.10 Retailers to perform a better plan check

- ~~(1) A **retailer** must perform a better plan check for in respect of a customer in accordance with clause 7 at least once every 6-12 months.~~
- ~~(2) The **retailer** must include the result of the better plan check on the customer's next invoice in accordance with clause 12.~~
- ~~(3) A **retailer** is not required to perform a better plan check for a customer if the customer's next invoice is a final invoice.~~

7.11 Better plan check

- ~~(1) Each **retailer** required to perform a better plan check for a customer must consider whether, based on the customer's consumption over the past 12 months, the retailer has 1 or more pricing plans that could provide a lower cost of electricity to the customer~~

taking into account the **customer's** current household circumstances known to the **retailer**.

- (2) If the **retailer** reasonably considers that the **retailer** has 1 or more **pricing plans** that could provide a lower cost of **electricity** to the **customer**, the **retailer** must advise the **customer** of that **pricing plan** or those **pricing plans** (provided the **retailer** does not need to advise the **customer** of more than 3 **pricing plans**).
- (3) If the **retailer** advises the **customer** of more than 1 **pricing plan**, the **retailer** must identify the **pricing plan** which the **retailer** reasonably considers is the lowest cost option for the **customer**, taking into account those aspects of the **customer's** circumstances of which the **retailer** has knowledge.

- ~~(1) A **retailer** must—~~
 - ~~(a) compare the **customer's** current plan with all other **pricing plans** and **product offerings** in the **retailer's product catalogue**, including bundled goods or services, that would be available to the **customer**; and~~
 - ~~(b) use the comparison undertaken under paragraph (a), and any other available information the **retailer** considers relevant to the **customer**, to assess whether any of the other **pricing plans** and **product offerings** in the **retailer's product catalogue** would have resulted in a materially better outcome for the **customer** over the previous 12 month period.~~
- ~~(2) For the purposes of subclause (1)(b), a materially better outcome for the **customer** includes, but is not limited to, a lower overall financial cost to the **customer** taking into account:~~
 - ~~(a) the rate or rates charged for **electricity** 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);~~
 - ~~(b) any discounts and **fees** applicable to the **customer**;~~
 - ~~(c) the value of any bundled goods or services reasonably attributable to the **customer's** use; and~~
 - ~~(d) more favourable contract terms for the **customer**.~~

812 Form and content of better plan message

- (1) A **retailer** that has undertaken a **better plan check** under clause 7 must ~~include a better plan message on the **customer's** next **invoice**~~ provide a better plan message to the **customer** in accordance with clause 16 of Schedule 11A.1.
- (2) The better plan message must ~~state~~ **inform the customer** that the **retailer** has undertaken a **better plan check** and ~~believes~~ **considers** either—
 - (a) the **customer** is on a suitable **pricing plan** ~~or **product offering**~~ and include the name of that plan and its **product identification code**; or
 - (b) there is another **pricing plan**, or ~~more than one **pricing plan, product offering**~~ in the **product catalogue** that would be a better plan for the **customer**.
- (3) If subclause 2(b) applies, the better plan message must include—
 - (a) the name of the **pricing plan**, or ~~**product offering pricing plans**~~, and its **product identification code**;
 - (b) a link to or information about how to access the **retailer's plan catalogue**; ~~and~~
 - (c) clear and simple information about how the **customer** may change to that **pricing plan** ~~or **product offering**~~;

- (d) any conditions the **customer** must meet in order to obtain the greatest benefit from the **pricing plan**; and
- (e) any drawbacks of the **pricing plan** including any **fees** the **customer** may incur.