12 August 2026

By email: consumercareconsultation@ea.govt.nz

Code amendment omnibus #7

Meridian Energy welcomes the opportunity to provide feedback on the Electricity Authority's consultation on the matters in Code amendment omnibus #7.

Responses to consultation questions

Meridian supports the comments in the ERGANZ submission. We have limited our own comments to Meridian-specific observations that supplement ERGANZ comment.

Operational improvements to new billing obligations relating to undercharged amounts

Questions	Comments
Q2.1 Do you agree the Code should include a threshold for the advice and support obligations that apply when a retailer seeks to recover an undercharged amount?	Yes. Applying the advice and support obligations to small corrections (which can arise for a variety of reasons) is unduly burdensome and adds unnecessary information volume to consumer bills which is unlikely to drive better engagement.

Questions	Comments
Q2.2 Do you agree the threshold should be based on 15 percent of the customer's average invoiced amount over the previous 12 months?	Along with ERGANZ, Meridian would prefer a threshold which prescribed dollar figure rather than a rolling percentage of 12-month average bills. The former would be significantly less burdensome to implement from a technical and cost perspective. It would also avoid odd results like customers on bach plans with very minimal load (e.g. alarm systems) but very negligible amounts owing engaging the obligations in 11.32H(2). We note that different thresholds could be used for domestic and small business consumers. To manage any risk of the dollar threshold becoming inappropriate as bills change, the Code drafting could allow for the EA to publish new thresholds on its website. We note that if 15% is to be the threshold, then for cases where the customer has been with the retailer for less than 12 months (i.e. 11.32H(2B)(b) of the proposed drafting), it would be much easier for the retailer to be permitted to simply calculate the average of the available bills (or more specifically, the total amount billed divided by the total billing period), rather than having to make a judgement around what a "reasonable estimate" over a 12 month period would be. We value drafting that allows certainty of compliance; and there might be little benefit in this case in a more subjective / retrospectively questionable standard like a "reasonable estimate".
Q2.3 For retailers, how do you quantify the costs and benefits for any activities you undertake to prevent consumers accumulating debt? Please explain whether and why your current processes elect certain trigger points.	Firstly we note that the CCOs mandate certain interventions based on customers being in arrears, missing payments, or the retailer being aware of other information that could represent payment difficulties. Beyond those codified interventions, our trigger points for engaging management by our credit team are based on total dollar amounts owing. These are set with an eye to balancing demand on our team with the benefits of meaningful and targeted outreach in helping customers to control their levels of debt. The costs on our team scale with the amount of handling actions rather than the value of the debt a given customer owes, but customers with larger arrears are assumed to be in the greatest need of our credit team.
Q2.4 Are there practical challenges for some billing systems in maintaining and displaying an undercharged amount as a separate balance with a separate due date?	Yes. Our systems maintain a single account balance and a single invoice due date. The balance of a new invoice will reinclude the overdue or undercharged amounts from pervious invoices. Meridian otherwise reiterates the ERGANZ comments.

Questions	Comments
Q2.5 Do you agree with the Authority's proposal to replace the separate due date and mandatory invoice fields for undercharged amounts with a requirement to state the amount in the invoice or a separate written communication, and to offer a payment plan?	Meridian reiterates the ERGANZ comments.
Q2.6 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
Q2.7 Do you agree the proposed amendment is preferable to the alternative options considered?	For Proposal 2, yes. For Proposal 1, not fully, see response to Q2.2
Q2.8 Do you agree with the analysis in this regulatory statement?	Yes. Whilst we support the intent of the changes, we note that these further changes at this late stage demonstrate the complexity of implementing billing changes. Considerable workload and costs are generated by introducing new Code obligations into billing systems, and engaging with proposals for such obligations. Feedback was originally provided by retailers at workshops around, for example, the difficulty of identifying separate due dates on invoices and whilst we support adjustments being made now to address this difficulty, it would have been more preferable for those implementation challenges to have been addressed during the original decision. We value the opportunity to further refine the practicality and cost/benefit of the new obligations; but fundamentally we want to be compliant, and for that we need certainty of our obligations and appropriate lead time to implement the changes. Noting the 30 October 2026 effective date, the sooner we can have certainty of the changes being contemplated in Section 2, the better.
QA.1 Do you agree with the proposed Code amendment drafting?	Meridian reiterates the five ERGANZ comments but notes the comment referred to in Q2.2 above regarding an approach of averaging available bills as a potential alternative solution to ERGANZ comment (e). It would be beneficial to have certainty of the Code changes as soon as possible prior to 30 October.

Definition of generally available retail tariff plan

Questions	Comments
Q3.1 Do you agree that the current definition of generally available retail tariff plan risks creating ambiguity, specifically around plans that require customers to have specific equipment installed?	Yes.
Q3.2 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
Q3.3 Do you agree that the proposed amendment is preferable to clarifying the intention through advice or guidance?	Yes.
Q3.4 Do you agree with the analysis presented in this Regulatory Statement?	Yes, but Meridian reiterates the ERGANZ comments.
QB.1 Do you agree with the proposed Code amendment drafting?	Meridian reiterates the ERGANZ comments.

Updating the definition of "business days" for the purposes of Part 11A

Questions	Comments
Q4.1 Do you agree that the current application of the definition of business day to Part 11A creates inconsistent treatment between Wellington Anniversary Day and other regional anniversary holidays?	Meridian reiterates the ERGANZ comments.
Q4.2 Do you agree with the proposed approach to distinguishing between different Part 11A provisions identified in Appendix C?	Meridian reiterates the ERGANZ comments.
Q4.3 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday by reference to the location of the customer's premises?	Meridian reiterates the ERGANZ comments.

Questions	Comments
Q4.4 Are there any operational, system or implementation issues associated with determining the relevant regional anniversary holiday based on the location of the retailer?	Meridian reiterates the ERGANZ comments.
Q4.5 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Meridian reiterates the ERGANZ comments.
Q4.6 Do you agree the proposed amendment is preferable to the alternative options considered?	Meridian reiterates the ERGANZ comments.
Q4.7 Do you agree with the analysis in this Regulatory Statement?	Meridian reiterates the ERGANZ comments.
QC.1 Do you agree with the proposed Code amendment drafting?	Meridian reiterates the ERGANZ comments.

Refining retailers' record retention obligations under Part 11A

Questions	Comments
Q5.1 Do you agree that clause 11A.6 may require retailers to retain customer records for longer than is reasonably necessary?	Yes.
Q5.2 Do you agree with our proposal?	Yes.
Q5.3 Do you agree that 10 years from the date of the relevant activity is a proportionate maximum period for which clause 11A.6 should require a retailer to retain a record?	Yes.
Q5.4 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
Q5.5 Do you agree the proposed amendments are	Yes.

Questions	Comments
preferable to the alternative options?	
Q5.6 Do you agree with the analysis presented in this Regulatory Statement?	Yes.
QD.1 Do you agree with the proposed Code amendment drafting?	Meridian reiterates the ERGANZ comments.

Annual director certification of compliance with AUFLS obligations

Questions	Comments
Q6.1 Do you support the Authority's proposal to require annual director certifications of compliance with AUFLS obligations?	Meridian reiterates the ERGANZ comments.
Q6.2 Do you agree that the benefits of the proposed Code amendment outweigh its costs?	Yes.
Q6.3 Do you agree the proposed amendment is preferable to the alternative options considered?	Yes.
Q6.4 Do you agree with the analysis presented in this Regulatory Statement?	Meridian reiterates the ERGANZ comments.
QE.1 Do you agree with the proposed Code amendment drafting?	Meridian reiterates the ERGANZ comments.

Technical and non-controversial Code amendments

Questions	Comments
Q7.1 Do you have any comments on the proposed technical non-controversial Code amendments?	No.
QF.1 Do you agree with the proposed Code amendment drafting?	Typo on Form 2 in Appendix F: "In sighing this form", should read "In signing this form".

Concluding comments

Nothing in this submission is commercially sensitive.

Nāku noa, nā

James France
Principal Regulatory Advisor