14 September 2026

Submissions
Electricity Authority Te Mana Hiko
Wellington

Via email: policyconsult@ea.govt.nz

ERGANZ SUBMISSION ON IMPROVEMENTS TO INDUSTRY SWITCHING PROCESSES

The Electricity Retailers' and Generators' Association of New Zealand ('ERGANZ') welcomes the opportunity to comment on the Electricity Authority's technical consultation paper 'Improvements to industry switching processes', dated 18 August 2026.

ERGANZ is the industry association representing companies that generate and sell electricity to Kiwi households and businesses. Collectively, our members supply almost 90 percent of New Zealand's electricity. We work for a competitive, fair, and sustainable electricity market that benefits consumers.

Executive summary

ERGANZ supports the switching improvements and supports the Authority's decision not to progress multiple trading relationships (MTRs) to a Code amendment at this stage. This submission is confined to the drafting and implementation matters the Authority asks about. ERGANZ makes six points.

ERGANZ has consistently submitted that the costs of MTRs fall on all consumers while the benefits accrue to a small and highly engaged group, and that no cost-benefit analysis has been produced to test that proposition. The decision to pause and gather evidence is the right one, and a closed-market regulatory sandbox is what ERGANZ recommended in July 2025.

Two conditions should attach to the sandbox design. It should not require system change from participants who are not in it, a point Meridian, Genesis and Intellihub each made on the previous round. It should also be designed to produce quantified cost and benefit evidence, not further technical feasibility evidence, because technical feasibility is not what is in doubt. ERGANZ members will supply implementation cost estimates when the Authority is ready to build that analysis. ERGANZ also notes the pause preserves a single trader relationship at each ICP, which matters for the Energy Competition Task Force work on distributor rebates for exported generation. A distributor has no relationship with a separate generation trader through which to pass a rebate.

For this paper's Code changes, ERGANZ does not support 12 months and recommends 18 months. Participants cannot begin building until the registry functional specification and file formats are settled, and the Authority proposes to determine and publish those through a separate consultative process under new clause 8A of Schedule 10.6. If this process runs for several months, a 12 month period becomes an 8 month period in practice. ERGANZ recommends the implementation period run from publication of the final file formats. Retailers are also carrying an unusually heavy simultaneous change programme, including wholesale market reforms, consumer care, connection pricing, and open electricity, and sequencing matters as much as duration.

On metering equipment provider service levels, paragraph 6.10 sets the timeframes in calendar days. The drafting at clauses 1(1A) and 1(1C) of Schedule 10.6 sets them in business days. Traders rely on this data for first billing and for reconciliation, and Genesis, Flick, Mercury and Nova all raised the timing gap between meter data delivery and reconciliation in the earlier consultation rounds. ERGANZ asks the Authority to confirm which is intended and to draft to calendar days, consistent with the paper.

Clause 3A(2) of Schedule 11.3, regarding deemed acceptance of a revised switch date, states that a gaining trader that does not respond within three business days is deemed to have accepted the losing trader's proposed new event date. ERGANZ does not support silence operating to delay a consumer's switch. The safer default is that the original event date stands unless the gaining trader agrees otherwise. That is also consistent with clauses 4(1)(c) and 4(1)(d), under which the event date for an AMI ICP is the specified date unless exceptional circumstances apply. ERGANZ recommends the revised date mechanism be confined for AMI ICPs to cases where exceptional circumstances apply.

Members have also raised the replacement read and switch withdrawal timeframes. Three business days to respond to a replacement read, one business day to accept a mandatory withdrawal, and a withdrawal window running to 13 months each fit awkwardly with the investigation, customer contact and billing steps a trader has to work through. ERGANZ sets these out in the table below, together with two further places where the drafting and the paper describe different timeframes.

Finally, "exceptional circumstances" is used in Schedules 10.6 and 11.3 to relieve a participant of a timing obligation, and compliance with those provisions is to be tested in audit. The term is not defined in clause 1.1 and no threshold is stated. ERGANZ asks the Authority either to define it or to publish guidance before commencement, so that participants and auditors apply the same test.

Consultation questions

Questions	Comments
Q1. Would you prefer an implementation timeframe longer than 12 months? If so, please indicate if 15 or	Yes. ERGANZ recommends 18 months. The registry changes, the trader, MEP and distributor process changes, and the associated testing and training impacts every

Questions	Comments
18 months is preferred and give reasons why.	participant system at once, and the sector is delivering them alongside a heavy programme of regulatory changes. The starting point is important because participants cannot commit resources until the registry functional specification and file formats are final, and the Authority proposes to determine and publish those separately under new clause 8A of Schedule 10.6. ERGANZ recommends the implementation period run for 18 months from the date the final file formats are published. If the Authority prefers to retain when the Code changes are Gazetted as the trigger, 18 months is absolutely the minimum workable period. Members also expect the reduction in the replacement read threshold from 200 kWh to 50 kWh to require system change to manage replacement read volumes. This will be additional compliance work for members.
Question 2: Are there any parts of the Code drafting that, in your view, do not accurately reflect the proposals outlined in this paper?	ERGANZ identifies seven matters, set out below by Part and clause.
Part 1 Preliminary provisions 1.1 Interpretation	Exceptional circumstances are not defined. It appears in clause 4(1)(c) to (e) of Schedule 11.3 and in clause 1(1B) of Schedule 10.6, in each case relieving a participant of a timing obligation that is otherwise audited. ERGANZ recommends a definition in clause 1.1, or published guidance before commencement, so the threshold is applied consistently across participants. ERGANZ has reviewed the Appendix A drafting and it appears confined to switching, with no residual MTR concepts carried over from the June 2025 draft. ERGANZ asks the Authority to confirm this in the decision paper.
Part 10 Metering Schedule 10.6 clauses 1(1A) and 1(1C)	Paragraph 6.10 expresses the MEP service levels in calendar days from the switch completion notification, at 4 days for 95 percent, 6 days for 96 to 99 percent, and 10 days for 100 percent. Clauses 1(1A) and 1(1C) express the same obligations in business days.

Questions	Comments
	This could cause issues, for example, four business days spanning a weekend is six calendar days, and a 10 business day backstop is 14 calendar days. Traders rely on switch event data for first billing and for reconciliation submission, so the drafting should follow the paper and use calendar days. ERGANZ also notes clause 1(1C) states the 6 business day service level as 99 percent, while the paper describes a 96 to 99 percent band. The Authority should confirm which is intended.
Part 11 Registry information management Schedule 11.3 clause 3A	Clause 3A(2) deems a gaining trader to have accepted a revised event date if it does not respond within three business days. ERGANZ recommends the opposite default, so that the originally specified event date stands where the gaining trader does not respond. A consumer's switch should not be delayed by inaction, and the losing trader is the party proposing the change. For AMI ICPs, the ability to propose a revised date should be confined to cases where exceptional circumstances apply, consistent with clauses 4(1)(c) and 4(1)(d). As drafted, clause 3 permits a revised date to be proposed for any switch, which cuts across the intent of clause 4(1).
Part 11 Registry information management Schedule 11.3 clauses 6 and 6A	ERGANZ asks the Authority to confirm that the switch event meter reading requirements are intended to apply consistently across non half hour and half hour or AMI arrangements. Clause 6 makes the distinction by submission type and by AMI flag, while paragraph 5.4(g) makes it by meter type. One consistent basis should be used. Clause 6(1) lowers the threshold for disputing a switch event meter reading from 200 kWh to 50 kWh. ERGANZ asks the Authority to confirm whether the 50 kWh threshold is intended to apply only to non half hour arrangements. Members expect the change to increase replacement read volumes and to require system change to avoid unnecessary processing, which is a further reason for an 18 month implementation period. Clause 6A(2) requires a trader to respond to a revised switch event meter reading within three business days and deems acceptance if it does not. Three business days is not always enough to investigate the reading, establish the circumstances and, where

Questions	Comments
	appropriate, contact the customer before accepting it. ERGANZ recommends either a longer response period, or an express ability to reject or extend where investigation or customer contact is reasonably required. This is the same concern ERGANZ raises on clause 3A. A deemed acceptance rule that runs faster than the underlying work produces acceptances that have not been considered.
Part 11 Registry information management Schedule 11.3 clauses 17 and 18A	ERGANZ supports standardising the switch withdrawal process, but mandatory acceptance within one business day under clause 18A is too broad. The codes listed in clause 18A(2) include reasons that rest on an assertion by the requesting trader and that the receiving trader may need to verify, in particular MI (metering issue) and WP (wrong premises). ERGANZ recommends the Authority either retain the ability to reject those codes, or allow a longer period where verification is reasonably required. Clause 17 should refer to 13 months rather than 14 months. The Electricity Industry Participation Code Amendment (Half Hourly Data for Reconciliation) 2026 replaces month 14 with month 13 in clause 15.27 and in clause 4(2) of Schedule 15.2, and comes into force on 1 October 2026. The withdrawal window should align with the final revision cycle as amended. ERGANZ also asks the Authority to explain how a withdrawal window of this length interacts with billing finality, customer communications, and back-billing limits under the Consumer Care Obligations and the Better Bills Guideline. A trader may have billed the customer, and in some cases closed the account, well before a withdrawal is requested. The drafting does not say how the resulting consumer facing correction is to be handled.
Part 11 Registry information management Schedule 11.2 clause 4	ERGANZ supports moving distributor switching onto the registry and supports deemed consent after a set period, as it submitted in July 2025. Clause 4(5) goes further than deemed consent. A trader that initiates a switch after an ICP is tagged is deemed to have accepted the transfer and cannot reject it at all, including where it has not yet received the pricing, loss factor and price category information under clause 3(2).

Questions	Comments
	ERGANZ recommends the gaining trader have the same right to reject as any other trader, exercisable within a short window after it receives notice under clause 3(1)(b), and subject to the same duty in clause 4(4) not to unreasonably reject.

ERGANZ thanks the Authority for considering this submission.

Yours sincerely

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