



# Paying Your Energy Account

## Code of Practice

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## **Introduction**

As a customer of Energy Direct NZ you can expect the highest standards of service from us. However like any other business we rely on you to pay your accounts on time so we can continue to provide an efficient and economical service.

You must pay for the energy you use and for the services provided to you. We understand that from time to time, and for many different reasons, you may find it difficult to pay your account.

This Code of Practice covers how you can pay your accounts and gives guidance on how we can help customers who find it difficult to pay.

## **Our promise**

- We will promote this code of practice so you can easily obtain a copy.
- We will let you know about our services and give you a choice of services whenever possible.
- We will train our staff to deliver the promises we make in this code and we will keep our training up to date.
- We will treat you with sensitivity and care at all times.
- If you are finding it difficult to pay your energy account we will be sympathetic and keep all the information you give us in the strictest confidence.
- We will, if authorised by you, discuss your energy account with one or more preferred contacts. We will only do this if we are either unable to contact you, or you prefer to have one of these authorised preferred contacts act on your behalf.
- We will agree on an arrangement that suits your personal circumstances if you need more time to pay your energy account. However such arrangements are normally designed to ensure that your outstanding debt with us is cleared within 6 months.

- We will ask your views about our service.
- We will monitor the service we provide to make sure we are keeping our promises.

### **Standard Terms and Conditions**

We can supply you with gas and/or electricity based on our standard terms and conditions as published in our Residential Customer Supply Agreement and Standard Business Customer Supply Agreement.

The prices that you will pay for the gas and/or electricity varies depending on where you live and how much energy you use. We will charge your gas and/or electricity at the prices shown in our published Pricing Schedule for your area.

We will give you at least 30 calendar days notice of any price changes that may affect you by writing to you if the price increase is greater than 5% or otherwise by placing a notice in a newspaper that is sold in your area, or by adding a message to your energy account.

We may ask you to commit to remaining one of our customers for a fixed term. In these circumstances you will find that certain conditions detailed in our Conditions of Supply will apply or we will have asked you to enter into a special Agreement with us. If you break your agreement with us by changing your energy supplier or permanently disconnecting your energy supply during the term of your agreement, then you will incur a charge from us as a result of your actions. The level of this charge is detailed in our Conditions of Supply or in our Agreement with you.

### **Your Energy account**

We will normally send you an account or statement either every month or every two months. Unless we have problems accessing your energy meter(s) these accounts, or statements, will be based on actual meter reading(s).

Your energy accounts show your latest and previous meter readings. The difference between the readings is the amount of gas or electricity you have used.

How often we read your meter depends on individual circumstances. However, we do need to read your meter at least three times a year to make sure that it is safe and undamaged.

If we need to estimate your energy use then you should compare the estimated meter reading with the reading on your meter. If you do not agree with an estimated account, you can let us know what the actual meter reading is. If we have taken a meter reading and you think it is wrong, or you think the meter is not working properly, let us know. Our address and phone number are on your account and at the back of this code. We will thoroughly investigate the matter and give you a reply as soon as we can.

### **Disputes**

If you do not agree with your energy account, please contact us as soon as possible. Our phone number and address are at the back of this code. We will stop any action to obtain full payment of the account until the account has been confirmed as being correct. But, we may ask you to pay part of the account. We will not ask you to pay the amount in question until we have sorted the matter out.

If you dispute an account, we will check that the meter reading is accurate. If the meter reading is accurate, and the meter reader made a special trip to read your meter, a special meter-reading fee may apply.

If you are still not happy, we can arrange to have your existing meter replaced and sent to a testing station to have its accuracy measured. But, if your meter is recording accurately, we will charge you for this as detailed in our published Service Fee Schedule.

We will process your complaint in line with our “Handling Customer Complaints” code of practice. You can get a free copy of this code of practice from our office or by requesting a copy by phone, email or through our website.

We will be happy to listen to any comments on how we can improve our services. If you have a complaint, please contact us as soon as possible.

## Ways to pay

You must pay for all gas or electricity you use. There are a number of ways you can do this.

- You can pay your account in full when you get it every month or every two months, by the due date.
- You can make regular payments so that the cost is spread evenly throughout the year. You can pay either every week, every two weeks, every month or at another time agreed by us. This type of payment arrangement is called EasyPay (see EasyPay, page 7).

The following pages give more details about how you can pay.

If you need any help or advice about paying your energy account or where and how to pay your account, please do not hesitate to contact us.

We will send you an account every month or every two months. You should pay this account by the “Due Date” that appears on your account.

You can pay your account by:

- Posting a cheque to us;
- Cash, EFTPOS or cheque at our office;
- Cash or cheque at your local branch of the ANZ Bank in areas where we operate (excluding Wanganui);
- Direct debit or direct credit; and
- Credit card at our office or over the internet.

## **Budgeting for the cost of your Energy**

We can offer you a payment scheme if you want to pay for your gas and/or electricity as you use it or by regular instalments.

This payment scheme is called EasyPay and it is available for our residential customers.

### **EasyPay**

The EasyPay scheme lets you spread the cost of paying for the energy you use over a year by making regular weekly, fortnightly or monthly payments. You can arrange to pay more or less often, as long as it is agreed with us.

You pay a fixed amount each payment by direct debit. You can choose which day you would like to pay your regular payments. For example:

- Monthly payments could be paid on the 20<sup>th</sup> of every month;
- Weekly payments could be paid every Monday; or
- Fortnightly payments could be paid every second Thursday.

Banks may not be able to accept a direct debit for some types of accounts.

We will work out your payments by reviewing the cost of the energy that you have used over the last year. If you haven't been a customer for 12 months, we will estimate your energy usage based on the consumption of a similar household. We will divide the total cost of the energy that we expect you to use by the number of payments that you will make over a year. For example, if you pay monthly, your estimated annual energy costs will be divided by 12. We will adjust this amount for any changes we expect in the price of gas or electricity during the next year. We also include an amount in your regular payment for an account you already owe.

At least once a year we will check the energy you have used against what you have paid. If you have used more, or less, energy than you have paid for, we will change the amount of your direct debit upon receiving your authorisation.

If you have paid too much and you want a refund, let us know. Provided that your overpayment is greater than \$50.00 we will send you a cheque. If your overpayment is less than \$50.00, or you do not ask us for a refund, we will amend your regular payments for the forthcoming year. If you are no longer one of our customers, we will refund you for your overpayment amount.

After you join the EasyPay scheme, it is important to tell us if you change the amount of energy you are using. For example, if you install an additional appliance we may need to adjust your payments to reflect any additional energy that you will use. We may also change your monthly payments if you have more or fewer people living in your home and will be using more, or less energy than usual. If you do not do this, you may find that you have paid too much or too little when we review your regular payment amount.

Adjustments can also be made part way through the year if it is obvious that the direct debit amount is too much or too little. However we will not make any changes to your payment arrangements without first discussing these with you and obtaining your agreement to the changes.

You can ask to leave the EasyPay scheme at any time. But, if your regular payments include an amount to pay off a debt you already owe, you will need to clear the outstanding debt or make an arrangement with us to pay the debt off.

If you do not make your payments on time, we will send you a reminder. If you have not paid within seven days we may take you off the EasyPay, Direct Credit or Direct Debit schemes and you will need to pay your outstanding account balance immediately. We will revert back to sending your energy accounts to you as part of our normal monthly or bimonthly billing cycle.

## **Security for Payment**

We can ask you to give us reasonable security against future energy accounts. You may therefore be required to give us a consumer deposit before we will supply you with gas and/or electricity.

We may ask you for a consumer deposit if you:

- Are a new customer with no credit history with our company;
- Are an existing customer with a record of paying late and you decline to join our direct debit or EasyPay schemes;
- Are an existing customer on our direct debit or EasyPay schemes and have had payments rejected by your bank.

The minimum deposit we will ask for is listed on our Service Fee Schedule. Our Service Fee Schedule is available on request from our office or can be viewed on our website. This deposit is based upon the amount of energy we expect you to consume over a billing period.

We do not pay interest on consumer deposits.

If you change to another supplier, your consumer deposit, less any amount that you owe to us, will be refunded by cheque or direct credit. If you have paid your account in full, we will give you back your consumer deposit within two weeks.

Alternatively, your deposit can be refunded as a credit on your account after 12 months, as long as you have paid all of your accounts in full and by their Due Date.

If you disagree with our decision to ask for a deposit or you feel we are being unreasonable in asking for a deposit, please talk to us about it. Our address and phone number is at the back of this code.

## **Responsibility for Paying**

If you move into a house where the supply is already connected, you must let us know straight away and you must pay for the energy you use.

When you get an account you should check that the person named as the customer is correct and let us know if there is a mistake.

If you are moving house, you must tell us at least two working days before you move. Please allow an additional three working days if you are writing to us. We will arrange for a meter reader to visit on the day you move and we may, for safety reasons, disconnect your energy supply at that time.

You should keep a note of your final meter readings.

If you do not tell us that you are moving, we can hold you responsible for the energy that is used up to the:

- Second working day after you have given us notice;
- Date someone else moves in and advises us of the change;
- Date we next get a meter reading;

whichever comes first.

When you move into your new house you must tell us before you start using the energy there.

If you ask us to give you an energy supply or start to take energy at a property you must pay the charges due.

## **Changing the name on an account**

You must let us know as soon as possible if you want us to change the name on your account because your personal circumstances have changed.

In these cases, we may need to ask for more information or may ask you to complete

an application form.

### **If you are finding it difficult to pay**

Please contact us as soon as possible if you are finding it difficult to pay so we can give you help and advice. We may be able to set up a payment plan for you. The earlier we know about any problem, the easier it will be to solve.

Our address and phone number are at the back of this code of practice document.

Our staff are trained to help customers and they will be sympathetic to you if you are finding it difficult to pay your account. We will come to an agreement with you based on the amount you can afford to pay, providing that it is enough to cover your accounts.

You can approach other organisations for advice on how to manage your bills such as the Citizens' Advice Bureau or the Budget Advisory Service.

Please tell us if you will be away from home for a long period, because of work or holidays for example. We will take this into account and make suitable arrangements with you. This could involve not sending you an account or not taking follow-up action until you return.

If you don't tell us you are finding it difficult to pay and you do not pay the amount you owe, we will try to contact you by letter.

If you don't pay your account or come to an agreement with us to do so, we could cut off your energy supply.

### **Advice on Energy use**

Your cost of energy may be higher than necessary because you are not using energy in the most efficient way. We can give you advice on how you can use energy more efficiently.

### **Following up unpaid accounts**

We are committed to helping you keep your energy supply on and we will only cut it

off if we have no other choice. We will not cut off the supply if the following apply:

- You agree to join an alternative payment scheme to pay off what you owe in a reasonable time and at a rate you agree with us and you do not default on this agreement with us.
- Someone else, such as the person who lived in the property before you owes the debt. Remember to let us know when you are taking over the supply or moving out so that we know which dates you should be paying for the energy for.
- When we work out how much you must repay and how regularly, we will take your ability to pay into account. However such arrangements are normally designed to ensure that your outstanding debt with us is cleared within 6 months.

### **Medically dependent and vulnerable customers**

A customer is defined as being medically dependent if they are dependent on mains electricity for critical support, such that loss of electricity may result in loss of life or serious harm.

A vulnerable customer is defined as a domestic customer who:

- a) For reasons of age, health or disability, the disconnection of electricity to that domestic consumer presents a clear threat to the health or wellbeing of that domestic consumer; and/or
- b) It is genuinely difficult for the domestic consumer to pay his or her electricity bills because of severe financial insecurity, whether temporary or permanent.

Energy Direct NZ complies with the Electricity Authority's "Guideline on arrangements to assist medically dependent and vulnerable customers". In particular:

- Any consumer who is dependent on electricity for critical medical support will not be disconnected for reasons of non-payment.

If you have medical equipment in your home such that the loss of the electricity

supply would result in a life threatening situation to you or any member of your household, and you have not as yet advised us of this, please contact us immediately to register the type and nature of the equipment installed.

The Electricity Authority's guidelines on medically dependent and vulnerable consumers are not intended to protect those persons:

- a) Who in bad faith do not intend to pay their electricity bill; and/or
- b) Who could be considered fraudulent users of domestic electricity.

In addition to requiring this information for Credit Control purposes it is equally, if not more important, that we have the most up to date information for the local network companies in the event of any prolonged power cuts in your area.

We will maintain a register of customers who have critical medical equipment installed.

Please note that under the Electricity Authority's Guidelines Energy Direct NZ has the right to require verification of the customer's situation with regards to any medical equipment installed in their home.

A copy of the Electricity Authority's guidelines on Medically Dependent and Vulnerable Consumers is available on line at [www.ea.govt.nz](http://www.ea.govt.nz)

### **Cutting off your Energy supply**

We will not cut off your energy supply for non-payment of your account unless we:

- Are your supplier; and
- Advise you beforehand by sending you a reminder notice; and
- Issue you with a final warning.

We will not cut off your energy supply if any of the following apply:

- You are registered as a medically dependent customer or while we verify if you are a medically dependent customer;

- You agree to a suitable payment arrangement;
- The account is in someone else's name. You must make proper arrangements with us when you take over the supply;
- You disagree with your account. If so, we can stop the normal follow-up procedures until the dispute is sorted out. But, we would expect you to pay any part of the account you agree with. We will send you a written acknowledgement of receipt of your dispute within two working days of you contacting us. We will then process your dispute in line with our policy as described in our Code of Practice "Handling Customer Complaints".

**We will cut off your Energy supply if you do not:**

- Pay your accounts; or
- Agree to, or keep to, a payment arrangement.

We will always send you a reminder letter before we do the following:

- Take legal action;
- Send your account to a debt collector; or
- Arrange to cut off your energy supply. We will add the cost of taking this action to your account.

As stated in our Residential Customer Supply Agreement and Standard Business Customer Supply Agreement you must provide us with access to your gas and electricity meters to allow us to enforce the terms of our agreement with you, including cutting off your energy supply if necessary. But we will always do our best not to cut off your energy supply. If you are having trouble making payments please contact us immediately as we may be able to help you to avoid disconnection of your energy supply.

Our usual timetable for customers who have not paid their account is shown below:

<b>Action</b>	<b>Timing</b>
A reminder letter is sent if your payment has not been received by the Due Date. The reminder letter states that payment is required by a certain date and failure to pay or contact us to arrange payment may result in the disconnection of your gas and/or electricity supply.	A reminder is sent 6 working days after the payment Due Date, which is shown on your energy account.
If you have not contacted us to arrange payment or pay the outstanding amount of your gas and/or electricity account we will issue you with a final warning that we intend to disconnect your electricity and/or gas supply.	We allow 3 working days for our reminder letter to be delivered and 7 working days thereafter for you to contact us.
If following the issuing of our final warning you have not paid or have not contacted us to arrange payment or pay the outstanding amount your gas and/or electricity supply will be disconnected.	A final warning will be issued at least 24 hours prior to the actual disconnection that will take place within 7 days of the final warning. If the final warning is in writing then we will allow 3 days for this letter to be delivered.
If we do not disconnect your electricity and/or gas supply with 7 days of our final warning we will repeat the above step by issuing a new final warning.	Disconnection cannot take place after 7 days following the issuing of the final warning
If you do not arrange payment or pay the outstanding amount after disconnection, we will use your consumer deposit (if you have one) to pay your account and will refer the remainder of your debt to a debt collection agency.	After disconnection of your energy supply.

### **Our Charges**

If you ask us for advice on paying accounts, we will not charge you for the advice.

We will warn you on our reminder notice that you will be charged for the cost of disconnecting and reconnecting your energy supplies.

### **We May Charge You:**

- If you do not pay your energy account until after the Due Date.
- If we need to use a debt collection agency or take legal action to recover your debt.
- If a cheque is returned to us not paid by your bank.
- If a monthly direct debit is returned to us not paid by your bank.
- When we have to find where you have moved to.
- If you want a copy of a past account.
- If we have to arrange for an entry warrant, plus any costs we incur in executing an entry warrant.
- If we complete a special meter reading at your request.
- If we test your meter for accuracy at your request and find that it is recording correctly.

Details of these charges are included in our Service Fee Schedule which is available on request from our office or on line at our website.

### **Reconnecting your Energy supply**

If we disconnect your energy supply, we will always leave you a phone number to call if you want to arrange for your energy supply to be reconnected.

We will arrange to reconnect your energy supply within 1 working day if you:

- Pay the full amount you owe, including a reconnection fee and any consumer deposit; and
- Agree to a suitable payment arrangement.

If you do not contact us within seven days of your energy supply being disconnected to agree a suitable payment arrangement, we will ask a debt collection agency to recover the debt.

We always employ trustworthy debt recovery agents. We make every effort to ensure that they follow our Codes of Practice.

If we cannot agree with you and you still don't pay what you owe, we may take you to court. If that happens, you will have to pay the legal costs.

### **General**

The person responsible for this code of practice is:

The Manager  
Energy Direct NZ  
179 St Hill Street  
PO Box 32  
Wanganui 4540

### **Interfering with metering equipment**

If you interfere with metering equipment, you will not be covered by the policies set out in this code.

### **Where to get more independent advice**

- Consumers Institute;
- Citizens' Advice Bureau; or
- Work and Income New Zealand; or
- The Electricity and Gas Complaints Commissioner.

The contact number and address of The Electricity and Gas Complaints Commissioner is:

The Electricity and Gas Complaints Commissioner  
PO Box 5875  
Lambton Quay  
Wellington 6145  
Phone: (0800) 22 33 40

Please check your phone book or Yellow Pages for the address of your local Citizens' Advice Bureau, Work and Income New Zealand and the Consumers Institute.

### **Code of Practice brochures**

For a free copy phone us on (06) 349 0909 or (0800) 567 777.

### **Handling customer complaints**

For more information, please phone us on (06) 349 0909 or (0800) 567 777.

This number is for customer enquiries from 8.00 am to 5.00 pm, Monday and Friday and 8.00 am to 9.00 pm Tuesday to Thursday. Staff who work outside these hours deal only with emergencies. They do not deal with routine enquiries.

### **Gas and Electricity Safety**

Please contact us for a free copy of our leaflets on Gas and/or Electricity Safety

### **Electricity**

If you have an emergency, such as loss of supply, you can call us 24 hours a day on (06) 349 0909 or (0800) 567 222.

### **Gas**

If you have an emergency, such as loss of supply, you can smell gas, or suspect a gas leak, call us 24 hours a day on (06) 349 0909 or 0800 567 222.

You can write to us at:

Energy Direct NZ

179 St Hill Street

PO Box 32

Wanganui 4540

Phone: (06) 349 0909

Freephone: (0800) 567 777

Fax : (06) 345 4931

E-mail : [enquiries@energydirectnz.co.nz](mailto:enquiries@energydirectnz.co.nz)

You can also contact us at our website at:-

[www.energydirectnz.co.nz](http://www.energydirectnz.co.nz)

### **Agencies**

Our Agencies are:

Branches of ANZ Bank in your area (excluding Wanganui)