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## PROPOSALS FOR AN ELECTRICITY SECTOR CONSUMER DATA RIGHT

Thank you for the opportunity to comment on the proposals for an electricity sector consumer data right. This submission is from Consumer NZ, an independent, non-profit organisation dedicated to championing and empowering consumers in Aotearoa.

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## CONSUMER NZ RESPONSES TO QUESTIONS

Question 1: Do you agree with the proposed scope of *customer data*? Are there any classes of data missing or that should be excluded? Explain.

In general, we agree. Please see table below for our specific comments and suggestions.

Proposal to designate customer data	Explanation
Customer Identifier	The unique identifier that the customer's retailer(s) use or used to distinguish the customer/account holder.
CNZ: No comment	
Account information Name Contact details Contact address	Information the customer has provided to the retailer to identify themselves.

<p><b>CNZ: We recommend that the classification of address type be explicitly included. We suggest:</b></p> <ul style="list-style-type: none"> <li>• residential – primary residence</li> <li>• residential – temporary/holiday home</li> <li>• small business</li> </ul> <p><b>The classification of the connection is material, as it determines the eligibility of retailer offers at an ICP. For instance, low-user charges are not applicable to temporary residential addresses such as holiday homes. This distinction is important when providing price comparisons to ensure that non-qualifying offers are excluded.</b></p>	
<b>Installation Control Point (ICP)</b>	<p><b>Installation Control Point number(s) associated with the account.</b></p> <p><b>If there are multiple ICPs, the data holder must supply all ICPs.</b></p>
<p><b>CNZ: No comment.</b></p>	
<b>Product name and identifier</b>	<p><b>Name of the plan/product the customer is on. This should include any product identifier or code that accurately identifies the product/plan.</b></p> <p><b>This should include the product ID and any tariff ID.</b></p>
<p><b>CNZ: It is essential that each product be assigned a unique and immutable code, as reliance on product names is inadequate. Currently, there is no robust mechanism for uniquely identifying electricity retail tariff sets, and using plan names for differentiation is impractical given the complexity and scale of the market.</b></p> <p><b>Powerswitch currently holds 17,058 unique tariff sets across 3,464 electricity pricing plans and 569 gas plans. This complexity reflects variations by network region (approximately 70 nationwide) and the need for separate tariff structures for low and standard-user options. As a result, a single plan name can represent dozens—or even hundreds—of distinct tariff sets.</b></p> <p><b>Further, retailers frequently reuse plan names over time, creating confusion when the same name refers to different tariffs. Historical tariffs may also remain valid for customers still under contract. Plan names are constrained by language, often repetitive, and commonly recycled for marketing purposes, making them unreliable as unique identifiers.</b></p>	

**A more effective solution is to assign a unique, immutable code to each tariff set.**

**Introducing a unique, immutable code for each tariff set would:**

- enable precise identification of tariff structures
- improve comparison accuracy and support analysis of pricing changes over time
- reduce consumer confusion by clearly distinguishing between similar or reused names
- support automation of AI-based bill readers
- enable a robust historical database of prices for policy, regulatory, and market monitoring.

**CNZ also suggest the following be included with the product name and identifier:**

- low user / standard user
- Pre/post-pay

**Standardised naming conventions for complex datasets have been successfully implemented in other sectors. For example, the publishing industry uses ISBNs (International Standard Book Numbers), unique 13-digit identifiers that enable libraries and retailers to catalogue, track and manage publications. Each format, edition, and publisher receive a distinct ISBN, which in New Zealand is managed by the National Library.**

**Tariff structure including time-of-use pricing**

**Any tariff and time-of-use pricing associated with the customer in half-hourly increments.**

**The tariff structure can be complex. While half-hourly charge data identifies what is billed in each period, it does not allow direct identification of individual tariffs, and the match may not always be one-to-one with the plan name. For example, some retailers (such as Powershop) operate multiple tariffs with the same plan name. Both tariff names and values should be included as part of the product identifier.**

**Additional questions also arise:**

- **Weekend tariffs:** Will a full year of half-hourly tariff breakdowns be required to properly capture these?
- **Discounts:** Bill histories often show discounts only as dollar values. To ensure transparency, percentage values and the timing of when discounts are applied should also be provided.

<b>Meter type/Meter configuration</b>	<b>To identify if the meter is a smart meter, non-smart meter/non-communicating meter or analogue meter.<sup>1</sup></b>
<b>CNZ: We believe the proposal should include all active channels (separate to the consumption data) and should also include the presence or absence of export channel.</b>	
<b>Consumption</b>	<b>Total consumption in half-hourly increments (kWh) of electricity used during a period of up to two years. This information must be split by channel or register type.</b>
<b>CNZ recommends that the following be included:</b> <ul style="list-style-type: none"> <li>• <b>Start and end dates for the consumption period</b></li> <li>• <b>Total consumption by channel/register, to enable the collection of data from non-HHR meters.</b></li> </ul> <b>Non-communicating or non-smart meters. Households with non HHR meters (and their agents) should still be able access data under the CDR but the requirements to supply consumption data should be modified to the collected aggregated figures (e.g. monthly or quarterly consumption figures).</b>	
<b>Export</b>	<b>Total export in half-hourly increments (kWh) of electricity exported during a period of up to two years.</b>
<b>CNZ: No comment</b>	
<b>Bill history</b>	<b>Bill history (total monetary value) including discounts or other incentives for a period of up to two years.</b>
<b>CNZ: No comment</b>	
<b>Bundling</b>	<b>Must indicate if the customer's electricity is bundled with any other services, including what services these are and if any conditions are associated with these.</b>
<b>CNZ: As this is for a single known customer gathered by them by their agent, we see no issue with gathering details of other services. It would be good to include gas information, including consumption.</b>	
<b>Fees</b>	<b>Any break, disconnection or reconnection fees.</b>

<sup>1</sup> As defined on the EA's website: <https://www.ea.govt.nz/your-power/meters/>

<b>CNZ: Break fees should be disclosed and should also include the specific cost at the time of request. This is important for contracts with graduated break fees that vary according to the residual term.</b>	
<b>Fixed or open term</b>	<b>Must indicate if the plan is fixed term (including end date) or open term.</b>
<b>CNZ: No comment</b>	

**Table 2: Scope of customers proposed to be covered by a CDR regime**

<b>Scope of customers proposed to be covered</b>
<b>All residential consumers who have a smart meter</b>
<b>CNZ: The data requirements should cover all users, with fields left blank or null where information cannot be collected. It is important to identify users who do not have a smart meter. Much of the information proposed does not depend on the presence of a smart meter, yet it remains valuable for comparisons – for example, break fees, plan IDs, and other contract details.</b>
<b>Businesses with smart meters who consume less than 100MWh per year</b>
<b>CNZ: No comment.</b>

**Question 2: In your view does the proposed scope align sufficiently with the EA’s requirements on retailers for data? If not, please explain.**

**The Electricity Authority’s retail data provision requirements relate solely to the collection of data for its own regulatory purposes. In our discussions with the Authority, it has been confirmed that it is not their intention to release this data to third parties for other applications, such as provisions of comparison services.**

**Question 3: Does the 100MWh/calendar year eligibility boundary accurately reflect industry practice in relation to business’s access to their consumption data? If not, what threshold should be used?**

**No comment.**

**Question 4: Do you agree with the proposed scope for designated *product data*? Why or why not?**

Please see table below for our specific comments and suggestions:

Proposal for Product Data	Explanation
Generally available tariffs	<p>Tariff plans available to any consumer (subject to credit checks) who meets eligibility criteria.</p> <p>Excludes bespoke or negotiated plans offered through direct marketing or special arrangements.</p>
<p><b>CNZ:</b> Care must be taken to avoid creating a loophole that allows retailers to circumvent the obligation to disclose tariffs. Retailers could potentially classify tariffs as “special offers” or attach conditions that exclude them from being considered generally available, thereby avoiding disclosure requirements. A current example is Grey Power, which has a large customer base yet excludes its tariffs from the “generally available” classification by imposing an age-based criterion. Any framework must ensure that all tariffs accessible to a meaningful portion of consumers are properly captured and disclosed, preventing such avoidance.</p>	
Product name and ID	<p>The retailer’s name for the available product including any unique code or identifier that allows the product to be easily and accurately located.</p>
<p><b>CNZ</b> As for question 1, it is essential that each product be assigned a unique and immutable code. Reliance on product names is inadequate.</p>	
<p>Tariff structure and ID</p> <ul style="list-style-type: none"> <li>• Fixed charge</li> <li>• Variable charge</li> <li>• Export rate</li> <li>• Time-of-use pricing</li> <li>• Fees</li> </ul>	<p>The fixed and variable price and other components such as export rates, time of use pricing.</p> <p>To be provided in half-hourly increments where applicable.</p>
<p><b>We believe the following should be included:</b></p> <ul style="list-style-type: none"> <li>• Discounts</li> <li>• TOU pricing should also specify what the time periods are, including those in weekends where applicable</li> <li>• Effective date – the date when plan came into the market</li> <li>• Close date (if plan is closed to new customers but still has legacy customers)</li> <li>• Fixed term end date or term</li> <li>• Fixed term break fees, including rules if fees graduated depending on residual term.</li> </ul>	

<b>Eligibility criteria (non-exhaustive list)</b> <ul style="list-style-type: none"> <li>• Meter requirements</li> <li>• Lines company</li> <li>• Location</li> <li>• Payment method</li> <li>• Solar, battery or electric vehicle prerequisites</li> <li>• Business or residential consumer</li> <li>• Credit check requirements</li> </ul>	<b>The requirements the customer must meet to be eligible for the plan/product.</b>
<b>CNZ: For residential there is a need to specify whether primary or secondary residence.</b>	
<b>Fees and discounts (non-exhaustive list)</b> <ul style="list-style-type: none"> <li>• Disconnection</li> <li>• Reconnection</li> <li>• Late payment</li> </ul>	<b>What fees the customer may be liable for.</b>
<b>Bundling</b>	<b>Any bundling the plan/product has with it e.g., gas or broadband</b>
<b>CNZ:</b> <ul style="list-style-type: none"> <li>• It should be explicitly specified where electricity supply is conditional on the household also taking other products, as distinct from situations where additional services are optional extras with no obligation to purchase.</li> <li>• Gas should not be classified as a bundled service. We consider gas to be a dual fuel offering, not a bundled product. Accordingly, we use the terms “dual fuel” for gas, and “non-energy bundled services” for other add-ons. The distinction between conditional and optional bundling should also apply to gas.</li> <li>• Information on gas consumption is valuable. As gas is a competing and complementary energy source, the CDR should cover energy (electricity and gas), not just electricity.</li> <li>• If bundling information is included, it should capture: the bundled product, price, contract term, and (where applicable) break fees.</li> </ul>	

<b>Credits or other tangible incentives</b>	<b>Any associated credits or incentives the plan/product has. e.g., \$100 off first month or other tangible incentives e.g., free TV or no daily charge for a year.</b>
<b>CNZ: No comment.</b>	

**Question 5: Should any product data be excluded or included? Explain.**

**No comment.**

**Question 6: Does this proposed designation align sufficiently with requirements from the EA? If not, please explain.**

**No comment.**

**Question 7: Do you agree with the decision to exclude data on the full terms of bundling in the initial designation?**

**Yes, we agree with the decision to exclude full bundling data at this stage. Including this data immediately could slow the rollout of the CDR, especially where systems and data-sharing processes are not yet in place. A staged approach is the right call for getting the framework up and running quickly.**

**However, bundling is already shaping consumer outcomes and must not be left unaddressed for long. Around 30% of households now bundle energy with non-energy services such as broadband or mobile. If the CDR does not keep pace with this trend, consumers risk being locked into complex packages that make it harder to compare value and harder to switch.**

**It is also vital to draw a clear distinction between bundling of non-energy services and 'dual fuel' (electricity and gas). Gas is not an optional extra for many households, it is a core energy source. Around 40% of New Zealand households use gas for heating, hot water and cooking. Without access to gas pricing and gas consumption data, consumers cannot make meaningful comparisons or assess the true cost of staying with, or switching from, their current provider. This denies them the full benefit of the CDR.**

**We are increasingly seeing retailers making supply of gas conditional on also getting electricity from them. This practice ties the two services together and raises risks of reduced choice, higher costs and consumer detriment if gas data is not captured within the regime. Excluding gas would create a blind spot in the CDR at a time when transparency and comparability is needed.**



For clarity, on Powerswitch we classify households with electricity and gas as *dual fuel*, reserving the term *bundle* for arrangements that tie energy supply to non-energy products. This reflects the fundamental difference between essential services and add-on offers.

While we support the initial staged rollout, consumer protections will be incomplete unless gas is fully included in the scope of CDR. Bundling with non-energy services should follow as a priority in the next phase, to prevent households being locked into opaque packages that obscure price and limit choice.

**Question 8: Do you agree with the proposed approach to designate data holders? Why or why not?**

**We do not agree.**

While it is logical for retailers to be designated as data holders for *Product Data*, this is inadequate for *Consumption Data*. Metering Equipment Providers (MEPs) must also be designated as data holders. This is essential to ensure consumers can access accurate, complete and timely data, and to avoid conflicts of interest that undermine consumer trust.

Designating both retailers and MEPs provides the best outcome: households can continue to access their data through their retailer, maintaining the existing customer relationship, while comparison tools and switching services can source data directly from MEPs, who are neutral and consistent across retailers. This dual designation enables robust consumer protections, automation, and genuine comparability.

From a consumer perspective, restricting data holding to retailers alone carries unnecessary risks:

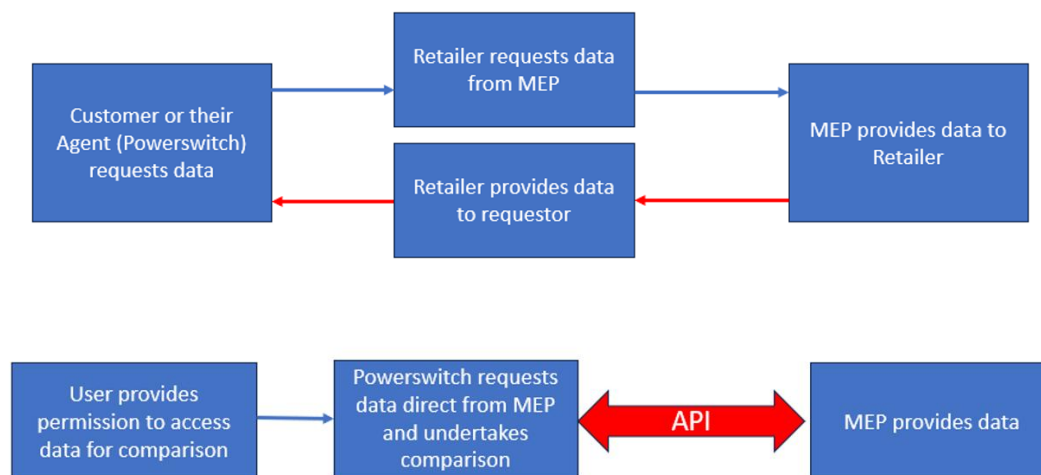
- **Incomplete consumption history:** Retailer held data is limited to the period of the customer's contract, which may be less than two years. MEPs, by contrast, provide a consistent record regardless of retailer changes. Without this, comparisons are distorted and switching becomes harder.
- **Data portability gaps:** Consumers should be able to take their full consumption history with them when they switch. Relying only on retailers fragments this data and weakens the value of the CDR.
- **Conflict of interest:** Retailers have a direct commercial incentive to make switching harder. If retailers are the sole gatekeepers of consumption data, they can see when customers are considering switching and may delay, discourage, or complicate the process. By contrast, MEPs have no commercial stake in whether a consumer stays or switches. They are

neutral custodians and therefore the appropriate data holders for consumption data.

- **Privacy concerns:** For many consumers, requesting consumption data is the first step toward switching. Forcing a comparison and switching site them to go through their current retailer exposes the household's intent to leave. This undermines consumer confidence to use comparison and switching sites and creates a chilling effect on competition. Allowing access via neutral MEPs avoids this issue.
- **Technical and equity barriers:** Smaller retailers may lack the capability to provide real-time integration. This risks leaving their customers with reduced functionality under the CDR. Direct access to MEP data avoids unnecessary intermediaries and ensures all consumers, regardless of retailer size, benefit equally.

Giving retailers exclusive control over consumption data is not only technically flawed but structurally biased. It embeds a conflict of interest directly into the CDR regime, handing retailers the ability to see, and potentially frustrate consumer attempts to switch. Knowing that using a comparison site could signal to their current retailer their intention to leave will put many households off comparing at all.

By designating both retailers and MEPs as data holders, regulators can ensure data is accurate, portable, complete, and provided without bias, delivering on the core purpose of the CDR: empowering consumers.



***Diagram: Excluding MEPs as designated data holders adds unnecessary complexity and risk of error, with no consumer benefit. Direct connections with MEPs enable accuracy and automation.***

**Question 9: Are there significant issues in excluding social retailers from providing customer data? Should social retailers have a higher threshold before they are required to provide customer data?**

**Yes, excluding retailers will create issues. All retailers must be included in the CDR. Excluding social retailers creates a two-tier system where some consumers enjoy the full protections of the regime while others, often those with fewer resources or who have chosen a smaller provider, are left with less. There is no principled reason why customers of social or niche retailers should have weaker protections than customers of large commercial retailers.**

**Exclusion also risks damaging consumer trust. We have received complaints from consumers who believe we are deliberately leaving social retailers off Powerswitch. When consumers see gaps, they assume bias or deliberate omission, undermining confidence in the system as a whole.**

**Setting the threshold too high creates further risks. Smaller retailers are growing, and there could be a proliferation of niche providers operating once the proposed Electricity Authority Multiple Trading Relationship (MTR) framework comes to fruition. Too high a threshold would allow these retailers to fall outside the CDR framework, leaving significant numbers of households without data rights.**

**For these reasons, we recommend a much lower participation threshold of 50 customers. This strikes a balance between practicality and ensuring that all consumers, regardless of their choice of retailer, enjoy equal protection and access to their data.**

**In short, the CDR should be universal in scope. Any carve-outs weaken consumer rights, reduce trust and risk leaving vulnerable consumers behind.**

**Question 10: Do you have a preferred approach to verify customers' identity and consent in the standards?**

**We do not have a single preferred approach. The consent process must be fast, simple and built around consumer protection – ensuring access is authorised for the specific purpose intended, without creating enduring risks or barriers to consumer choice.**

**We recommend that the default authorisation period be set to an appropriate defined period (dependent on the use case application), rather than an enduring or open-ended authority. This protects consumers by ensuring that their data is not subject to ongoing access without their knowledge and reduces the burden on data holders to maintain complex records of access rights.**

**We also stress that speed matters. A five-minute delay for verification is unreasonably long if a consumer is in the middle of an online comparison and switching process. To avoid frustration and drop-offs, verification and consent should be near-instantaneous. Anything slower undermines the effectiveness of the CDR for real-time comparison and switching services.**

**Question 11: What are the key issues with verifying customers under a digital framework?**

**The main risk, as identified, is that someone could falsely claim to be another customer in order to access their data. However, for the purposes of pricing comparisons, this risk is minimal.**

**In our case, half-hourly consumption data is never exposed to the consumer or displayed in any way. It is used solely as an input into a calculation that generates a price comparison. Even if an individual attempted to impersonate someone else, they would not gain access to that person's raw data. The only outcome would be a comparison result — something they could already generate themselves by entering generic usage information, as has always been possible. This distinction is important: where the data is not viewable, transferrable, or usable beyond the comparison calculation, the risk of harm to consumers from impersonation is extremely low. Overly burdensome verification requirements would therefore add friction for consumers without delivering meaningful additional protection.**

**Question 12: Are the current methods of verification used by retailers sufficient for a CDR regime?**

**We are not a retailer.**

**Question 13: Do you agree with MBIE's proposed additional requirements for accredited requestors? Why or why not?**

**We do not agree. The proposed requirements largely duplicate the Electricity Authority's existing framework for approved agents, which does not fit our use case. Consumer NZ has provided independent price comparison services for over 25 years. Improving the service by including an option for users to have us apply their half-hourly consumption data rather than use estimates does not materially change our activity, we are simply applying better data to the same established purpose.**

**Applying the same requirements to all requestors risks excluding trusted consumer advocates and not-for-profit services, such as Powerswitch, that exist solely to help consumers rather than for commercial gain. Requirements should be proportionate to the application and purpose of the data.**

**It would also be inappropriate for Consumer NZ to be compelled to join another consumer advocacy scheme such as Utilities Disputes. Utilities Disputes is not currently set up for data access disputes, and its scope would need to be expanded. As drafted, the ECS and UDL schemes appear provider-oriented, raising questions about whether a service like Powerswitch could participate or whether consumer-facing disputes around data would fall within scope.**

**We suggest MBIE instead:**

- **Differentiate requirements by class of requestor (e.g. brokers, product suppliers, consumer service providers).**
- **Require evidence of privacy and data protection protocols, rather than blanket obligations.**
- **Allow for a centralised verification system that can authenticate accredited requestors once, avoiding repeated 5-day delays for each data holder or request. This would enable timely access while still protecting consumers.**
- **Ensure that requestors can be pre-verified by data holders before making requests.**

**For accreditation to be effective and inclusive, requirements must be flexible and proportionate, enabling rather than restricting consumer services that use data to deliver free public-good outcomes**

**Question 14: Are the additional requirements a material barrier to participation by potential accredited requestors.**

**Yes. See our answer to 13.**

**Question 15: Are there any additional requirements for accredited requestors that should be designated? What are these and why?**

**No. As outlined in our response to Question 13, accreditation requirements should be proportionate to the purpose for which data is accessed, and to how it will be used and disclosed. In our case, consumption data is used solely as an input for price comparison calculations and is not disclosed to consumers or third parties. Additional requirements would add cost and complexity without improving consumer protection.**

**Question 16: Do you agree with the obligation to on-board accredited requestors within five working days of a request being made? Why or why not?**

**No. Five working days is too long. To be useful to consumers, access to consumption data must be timely. Delays of this length undermine the ability of comparison services to provide consumers with real-time, accurate comparisons and advice.**

**Accredited requestors should be able to be verified once, in advance, so that requests can be processed instantaneously rather than repeating a five-day onboarding process with each data holder. A centralised verification system would achieve both speed and security, ensuring consumer services are not hampered by avoidable administrative delays.**

**Question 17: Is the proposed fee structure reasonable to both consumers and data holders? Why or why not?**

**We agree there should be no fees for product data. Consumer NZ has accessed retailer pricing data at no cost for many years without objection from retailers.**

**We also agree with the proposal of 12 free requests per consumer per year, on the understanding this applies to each accredited service (e.g. Powerswitch) rather than the free request quota being shared across all third-party requesters. Otherwise, a consumer's allowance could be quickly used up without knowledge for a requestor, who would be then unwittingly liable for fees. To avoid confusion or unintended charges, there must be a clear notification system when the 12-request threshold is reached.**

**In practice, it would be highly unusual for Powerswitch to need 12 half-hourly consumption data requests in a year for a single household. However, as a not-for-profit service that delivers free public-good outcomes and supports effective market functioning, Powerswitch should be exempt from fees altogether. Charging would only create barriers to consumers accessing independent advice.**

**Question 18: Should any groups be exempt from paying fees? Which groups and why or why not?**

**Yes. Consumer NZ and other not-for-profit consumer advocacy organisations.**

**Question 19: Do you agree with MBIEs proposal for designating Utilities Disputes Limited as the designated disputes provider? Why or why not?**

**We do not agree. As noted in our response to Question 13, Utilities Disputes would need its scope expanded to cover data access and handling, which it is not currently set up to do.**

**While we have an established and constructive working relationship with Utilities Disputes and respect the value of their work, it is neither necessary nor appropriate for Consumer NZ, as a long-standing consumer advocacy organisation, to become a member of another advocacy body in order to access data.**

**Question 20: Can you quantify the costs associated with each of these sets of costs?**

**We are not a data holder.**

**Question 21: What other costs are there, if any?**

**We are not a data holder.**