

# Simply Energy

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# **Our Consumer Care Policy**

Electricity is important to your health and wellbeing. It keeps your business humming and keeps you connected with your community, family, and friends. Our Consumer Care Policy is aligned with the purpose and outcomes specified in the Electricity Authority Consumer Care Guidelines.

This policy was last updated on 11 March 2024.

# What is a Consumer Care Policy?

Among other things, it's our promise to keep you safe and to help you manage your energy costs. It also includes other commitments to you, such as:

- being respectful,
- working collaboratively and constructively with you to solve problems,
- helping you choose the right pricing structure,
- taking the time to understand your situation and being proactive in offering assistance,
- learning from our experiences to continually improve our support processes,
- communicating with you in a timely and clear way,
- resolving payment difficulties with you as early as possible and, with your permission, linking you to support or social agencies to assist you; and,
- working with you to try to keep your electricity connected if you are having payment difficulties.

As an energy consumer, you have rights and responsibilities. You can read the latest version of our General Terms and Conditions here, along with any other terms and conditions that apply to you.

This policy also sets out the general position and some specific terms and conditions that may alter

that general position. It does not form part of any of our terms and conditions and is not a legally binding document. If there are any inconsistencies between this policy and any of our terms and conditions, our terms and conditions will prevail.

# Your personal information

We need some information from you so we can supply you with energy and services. We will ensure this information is stored securely and only used for its intended purpose.

We may collect your personal information in several different ways. Please make sure the information you give us is correct, and let us know if anything changes.

#### This will help us to:

- communicate with to you in a clear and timely way,
- maintain accurate records of our interactions with you,
- confirm our contractual commitments to each other, and,
- help resolve any disputes between us.

You can view more about how we manage your personal information in our terms and conditions and privacy policy <u>here</u>.

# Alternate contacts and authorised persons

You can provide us with an alternate contact or an authorised person. An alternate contact or



authorised person could be a family member, friend, support person or community worker.

It's always good to check that your alternate contact is happy to be your go-to. You simply tell us their name and contact details and:

- if they are our first point of contact for your account (e.g., an alternate contact) or,
- if we only contact them when we can't reach you (e.g., an authorised person).

We may record any communications with you, your authorised person, or your alternate contact. We may use these recordings to train our employees and authorised agents and/or to monitor the level of service we provide or for any other purpose stated in our General Terms and Conditions or our Privacy Policy.

### **Joining Simply Energy**

You can contact us to discuss pricing and payment options and visit our <u>website</u> to learn more about our services and solutions. This will help you make an informed decision.

If you want an independent place to check energy prices, use the free Powerswitch website to compare plans. Simply click here.

Before we accept you as a customer, we will obtain your permission to conduct a credit check. If this is unsuccessful, we will let you know what options are available to you.

### Servicing your account

We work really hard to provide great customer service:

- If you think your bill doesn't look quite right, we will try to resolve this straight away.
- If we can't, we'll look into it further and get back to you as soon as possible.

If you are not satisfied with the outcome of your complaint, you may be able to refer it to Utilities Disputes for investigation. They can be contacted on 0800 22 33 40. Simply Energy is a member of the Energy Complaints Scheme operated by Utilities Disputes, a free and independent industry complaints resolution process.

If you are deaf, hearing impaired, blind, or speech impaired, the <u>New Zealand</u> <u>Relay Service</u> offers a free service to help you to contact us.

If you speak a different language and are not able to get assistance from a friend or

family member, please contact us to see if we can help.

### **Self-service options**

Our Simply Online portal lets you quickly and securely access your energy usage and billing details anytime, day or night. It provides various tools and information to help you understand how and when you use energy and its environmental impact.

You can also reach out to us to discuss ways to use energy more efficiently and check that you're on the right usage plan.

# If you have payment difficulties

When we see a bill hasn't been paid, we make every effort to contact the account holder through different methods. It's important that we work together to help manage payments.

Here are some ways we can help:

- Contact us to check if you qualify for a payment arrangement.
- If you're on a payment plan, we will notify you of any missed payments and work with you to ensure you can meet the plan.

The following agencies may also be able to provide free support and advice:

Social agency assistance: You may be able to get extra assistance from Work and Income or another social agency. The Work and Income number is 0800 559 009, or you can visit online at workandincome.govt.nz

Other social agencies include the <u>Citizens</u> <u>Advice Bureau</u>, local Mayoral Funds or <u>Age</u> <u>Concern</u>.

<u>Budgeting advice</u>: If you regularly find it difficult to pay your bill, you may want to get some budgeting advice. Money Talks offers free budgeting advice. You can contact Money Talks by calling 0800 345 123, texting 4029, emailing help@moneytalks, or through online chat at www.moneytalks.co.nz.

At your request and with your agreement, we will work with your organisation co-operatively, constructively and in a timely manner or refer you to a support agency. We will allow you reasonable time to work with support agencies without incurring a financial penalty.

## **Medically dependent consumers**

A residential customer or consumer permanently or temporarily living at the premises is considered 'medically dependent' if they are dependent on



mains electricity for critical medical support, where loss of electricity may result in loss of life or serious harm.

We will ask if this applies when you first sign up with us and remind you to tell us annually. If you think you or anyone living at your property fits this description, please contact us immediately on 0800 100 249.

Once you or a third party have informed us that you or someone living at the property supplied by Simply Energy is medically dependent, with your permission, we will collect and record all relevant information from you and register it on your account. We will share this information with third-party providers, such as network companies and field services staff, so they know if they need to work at your property.

If you are, or believe you are, a medically dependent consumer, you will need to either:

- (a) provide us with a completed Notice of Potential Medically Dependent Consumer Status Form, which your health practitioner can give you;
- (b) complete our <u>medical dependency form</u> located on our website; or,
- (c) consent to your registered medical practitioner speaking to us about your medical dependency.

If you are confirmed as a medically dependent consumer, we will comply with the requirements of the <u>Electricity Authority's quidelines</u> relating to medically dependent consumers. You must also maintain a backup power supply or any other emergency arrangements that will ensure your health and safety in the case of interruption to your energy supply, which may be interrupted at any time without warning.

If you have been provided with a 'Notice of Potential Medically Dependent Consumer Status,' please send us a copy.

If we do not receive the required verification from you or your health practitioner by the date we've outlined, we will let you know that we will remove you from our Medical Dependency Register.

# If I'm medically dependent, what's the best way to get prepared for a power cut?

Your safety is the most important thing, so it's vital for our medically dependent customers to have an emergency response plan in place in case there's a power cut or an emergency disconnection. Power outages can happen suddenly during bad weather if emergency repair work to your power lines needs to be done or if other unexpected things happen.

#### What to do:

- Ensure you always have a standby battery fully charged.
- Go to a friend's or family member's house where they still have electricity.
- In serious circumstances, call 111 to get an ambulance to take you to hospital.

# Disconnection for non-payment of energy bills

Disconnection for non-payment is a last resort. We may disconnect your energy supply if you fail to pay any fees and charges (including any bond) invoiced by us in full and by the due date or if you default on any payment arrangement we have agreed with you.

Where you have different premises jointly or collectively billed, we may opt to disconnect the energy supply for non-payment at any or all of these places. Please let us know if you or someone living at your premises is medically dependent on mains electricity so this can be registered with us.

We will only disconnect you if you fail to pay an estimated invoice if we believe it is a fair and reasonable outcome.

Except in the case of requested, agreed or emergency disconnections, we will give you at least:

- 1 week's notice of warning of disconnection (including how you get assistance from social agencies etc.); and,
- a final warning no less than 24 hours and no more than 7 days before disconnecting you (the final warning will specify these timeframes).

We will take reasonable steps to ensure you receive our final warning. If we are unable to disconnect your energy supply within the timeframe we've given, we'll send you a further final warning before actually disconnecting it.

The final disconnection warning we send you will include:

- the address of the premises to be disconnected; and,
- how you may be able to avoid disconnection of your energy supply (if applicable),
- the timeframe for disconnecting your energy supply,
- the cost of reconnection (including details of any charges you will need to pay in addition to paying your unpaid invoice),
- our payment options; and,



our complaints resolution process.

If you are a residential customer (except in the case of requested, agreed or emergency disconnections), we will only disconnect your energy supply on a business day, excluding Fridays and the day prior to a public holiday.

#### Disconnection for sites with no account holder

We may disconnect the electricity if no one has signed up for electricity at a Simply Energy site. We will always send sign-up and disconnection information to the address before we do this.

There may be times when we can't disconnect in the timeframe we've given. If this is the case, we'll send another notice with the new times before actually disconnecting the energy supply.

### **Reconnecting energy supply**

Contact us if you want to reconnect after your electricity supply has been disconnected. We'll get you back up and running as soon as we can, as long as you pay the fees and meet our criteria below

Before we reconnect your energy supply, we may require you to:

- pay all outstanding debts,
- pay a bond,
- pay a reconnection fee; and/or,
- agree to adjusted charges and terms.

# Also, you'll need to:

- be at the site at the time we reconnect or, if you can't do that, accept responsibility for the safety of the site,
- make sure we can get ongoing access to your site (to our satisfaction) so we can do what we need to do under our terms and conditions of supply,
- agree to any other reasonable extra terms and conditions we think are needed, if any; and,
- make sure you switch off all appliances at the time we reconnect. This will help ensure that nothing gets damaged when the sudden surge of power flows through.

#### Fees and bonds

As you know, if you are the account holder, you are responsible for paying all charges from the date your site gets switched to us (in accordance with the relevant switching process regulations

and rules) or from when you first used energy or services we provide. Your rates and other applicable charges (including service fees) are included in the plan information we send you and our website.

Our service fees are available to you online at any time here.

We may also charge you for services done at your site as asked by you or a third-party contractor working on your behalf (for example, a builder, electrician, or arborist.)

#### Additional fees

We won't charge you a fee without giving you notice and telling you the reason for it.

If you ask for a product or service that involves an additional cost, we will tell you the amount or provide an estimate so you can decide whether to proceed.

#### Adjusting your pricing plan

We may need to adjust your pricing plan if the information we have used to set it is incorrect or needs to be amended. We will let you know if this happens.

# Paying a bond

We sometimes ask you for a bond. If we do, we'll let you know why.

A bond may be required, for example, if you:

- don't have or maintain a satisfactory credit record: or.
- have had your supply disconnected and have applied to have it reconnected.

If we need a bond, we may:

- ask you to pay it immediately; or,
- charge the bond on your next bill, which you will need to pay by the due date. Any bond will be held in a separate account and will not accrue interest.

#### Giving your bond back to you

If you leave, we will give you back your bond within one month of you leaving us, as long as you don't owe us any money. If you do, we may repay your bond less any outstanding amounts you owe us. Any remaining bond is paid back to you at the end of your contract.



## Contact details you may find handy

# Our complaints process

We work hard to look after our customers but if we let you down, we really want to put it right. If you have a complaint about us, please contact our free internal complaints service.

Email: <a href="mailto:solutions@simplyenergy.co.nz">solutions@simplyenergy.co.nz</a>

Phone: 0800 100 249

Post: Simply Energy Limited, Level 1, 92 Abel Smith Street, Te Aro, Wellington 6011

We will try to resolve your complaint straight away and let you know within two business days that we received it. If we can't resolve it straight away, we promise to work with you to resolve it as soon as possible.

We will investigate on your behalf if it is complex or involves other parties. Sometimes, we may refer you or your complaint to your network operator or meter owner. We will let you know if we do this.

We are a member of the Energy Complaints Scheme operated by Utilities Disputes and are committed to maintaining the standards contained in the General and Scheme rules for the Energy Complaints Scheme. Utilities Disputes provides free and independent dispute resolution services to help consumers resolve electricity, gas and water complaints with their provider. If the complaint falls within its jurisdiction and you have reached a deadlock with us, Utilities Disputes is another avenue for you.

You can contact Utilities Disputes by calling 0800 22 33 40 or visiting <u>udl.co.nz</u>. They also have a <u>complaint form</u> and an email address (info@udl.co.nz) for general enquiries.

If you remain unsatisfied with how your complaint has been dealt with, even after Utilities Disputes intervenes, you may pursue the matter in another forum (for example, the Disputes Tribunal or the court system).

The Head of Customer Care has approved this policy at the time of publication.

We commit to disclosing information to the Electricity Authority in accordance with the Consumer Care Guidelines' information disclosure and monitoring requirements.