

CUSTOMER CARE POLICY

We're here for you

Nova is all about providing great service and making things easy. So, we put a lot of our energy into treating people right, keeping things straightforward and being genuine.

As your retailer, we're here to help you. We'll listen and respond to your needs and concerns, be courteous, friendly, and professional, respect your privacy and use plain language in all our communications with you.

Our Customer Care Policy

As an energy and telecommunication's retailer we understand the essential role electricity, natural gas, broadband and mobile services play in our customers' lives. We are committed to ensuring you stay safe and connected.

As a customer, you have rights and responsibilities with us. You can read our General Terms and Conditions [here](#), along with any other Special Terms and conditions that may apply to you.

This Customer Care Policy sets out our service promises to you. It is not a legally binding document as such, but one which guides how we operate with our customers and other consumers. It is broken down into the following sections:

1. Section 1: Our service promises.
2. Section 2: Joining Nova.
3. Section 3: Protecting the health of medically dependent consumers.
4. Section 4: Fees, bonds and credit management (including when and how services may be disconnected for non-payment).
5. Section 5: Feedback and complaints.

Our Customer Care Policy is aligned to:

- The Electricity Authority's [Consumer Care Guidelines](#)
- The Gas Industry Company's [Gas Consumer Care Guidelines](#)
- The NZ Telecommunications Forum's [Customer Care Code](#).

Section 1: Our service promises

As your electricity, gas, broadband and/or mobile retailer, we will always:

- Treat you with respect and in a fair and courteous manner at all times.
- Communicate with you (or your support person, when authorised) clearly and work with you in a collaborative and constructive manner.
- Make sure you have every opportunity to choose the best pricing plan to meet your needs.
- Provide services to the standard advertised and described in our contracts with you.
- Take all reasonable actions to provide services to you in a timely manner, acknowledging there may be delays in providing services in certain circumstances. If delays occur, we will endeavour to keep you informed.
- Make our terms and conditions available on our [website](#), which include:
 - Key rights and obligations for you and Nova;
 - Situations covered under Force Majeure clauses – in other words, situations we don't reasonably control and how we will respond in such circumstances; and
 - Conditions under which your service(s) may be suspended or disconnected.
- Provide accurate and up-to-date information on our service pricing, any additional fees/charges, and limitations to our services, and key factors that may affect the performance of our services. We will always do our best to make sure this information is clear and easily understood.
- Fix and/or repair network faults in our network or our services (or liaise with our third-party network providers to fix such faults) at no charge to you, except in instances where you've caused or contributed to the fault. The financial implications of this scenario are set out in our terms and conditions and/or on our [Service Fees](#).
- Provide accurate invoices. In the event an error occurs, we will use all reasonable efforts to correct the inaccuracies in a timely manner. You may query or dispute your bill with us. During this process, we'll not claim the payment for the disputed part of the bill while we investigate and confirm whether an error has occurred.
- Make sure you have access to support regardless of language, ethnicity, educational achievement, culture, gender, physical and intellectual ability, age, health, income, and wealth.
- Work with you (or your support person, when authorised) to resolve payment difficulties and keep you connected. With your permission we may link you to one or more support or social agencies to assist you.
- Communicate changes to our terms and conditions, price of services, service specifications or a discontinuation of a service. Where changes will disadvantage you, we will give you a minimum of 30 days' advance notice. If the change is outside our control, then we'll communicate the change as soon as we can. We will act in good faith and be fair when deciding if a change will disadvantage you.

If you're looking to become a Nova customer, we'll try to communicate with you clearly about your rights and the choices you can make, even if you haven't joined us yet.

We offer all our customers a variety of advice and support, ranging from helping with decisions on the best pricing plans for their consumption and connection type through to payment plans.

While we might not always get it right, we are committed to learning continually from our experiences to improve the support we offer our customers.

Your personal information:

In providing you with our services, we need some information from you. We will ensure this information (including information relating to customer complaints) is stored securely and only used for its intended purpose in accordance with the Privacy Act 2020 and the Telecommunications Information Privacy Code 2020 (TIPC).

We ask that you ensure your details are correct and let us know if anything changes.

You can find out more about how we manage your personal information in our [General Terms and Conditions](#) and our [Privacy Policy](#) on our website.

Section 2: Joining Nova

Our current services, plans and payment options are available online, or you can contact us to go through which plan, and payment option meets your needs.

Before you become a customer, we may ask you questions about yourself and your situation. We may also get your permission to do a credit check with an external credit reference agency (and/or your previous provider) and consider this along with all other information provided.

If we do not accept you as a customer, we will tell you why. If you're having a hard time finding a retailer, we can refer you to a financial mentor or give you advice on what you can do.

If you would like a place to check energy prices, you can go to the [Powerswitch website](#).

Alternate contacts and Authorised persons:

You can ask us to communicate with you using an alternative contact or authorised person. They could be a family member, friend, support person, or community worker.

Before you do so, make sure you ask this person first. Then, if they agree, let us know their name and contact details and whether:

- they are our first point of contact for your account (e.g., an Authorised Contact); or
- we should only contact them when we can't get hold of you (e.g., an Alternate Contact).

Speaking your language:

If we do not speak your language, you have other options.

You can use an alternative contact or authorised person to talk with us instead.

Another option is to use a different communication method that suits you. For example, you could receive information from us in writing.

Self-service – the Nova Hub:

You can manage your account anytime with our easy-to-use app and online account access platform, the [Nova Hub](#).

The Nova Hub lets you keep an eye on your usage, view and pay your bill submit a meter reading, manage your broadband and mobile services.

You can log in to the Nova Hub on our [website](#) or download the app from your app store.

Choosing the right plan for your usage:

We offer a range of energy, broadband and mobile plans designed to suit different individuals and households.

To help you decide which plan might suit you best, you should tell us about how you usually use your energy, broadband and/or mobile in your household and your past plan and consumption levels, if you know these.

All our electricity and natural gas plans include a daily fixed charge and variable electricity and natural gas usage charge(s), which are based on your meter type and your network's pricing category. Together these charges show how many days you have been billed and the amount of electricity or natural gas you have used. Our bills also show a separate charge for the Electricity Authority and/or Gas Industry Company Levy.

Our broadband and mobile plans are 'endless', subject to our [Fair Use Policy](#). Both services are charged per connection, per month.

We offer a number of different payment options, subject to eligibility criteria. There's also a Smoothpay option, which averages out your bills, allowing you to pay equal amounts spread over the year.

Section 3: Protecting the health of Medically Dependent Consumers

The health and wellbeing of our customers is very important to us.

If you or someone living with you (even for a short period) depend on electricity or natural gas to run critical medical support equipment, then you are considered a “Medically Dependent Consumer” (“MDC”). Examples of critical medical equipment include ventilators, renal dialysis machines, oxygen concentrators, and ventricular assistance devices, as well as other non-medical equipment which may be needed for critical medical support (e.g., an oven to heat fluids for renal dialysis).

We will ask you if this applies when you first join us and will remind you to tell us annually. If your situation changes, or if you think that you or someone in your household, may be, or become medically dependent on electricity, you should get in touch with us to let us know as soon as possible.

Once you have let us know that you or someone living at your property is medically dependant, with your permission, we will collect and record all relevant information from you and register this status on your account. We will also share this information with certain third-party providers, for example, your network and metering companies and our field services staff, so they are aware if they are working at your property (e.g., checking or upgrading your electricity meter).

The medical dependency will need to be verified by a qualified Health Practitioner (e.g., your doctor, District Health Board, Private Hospital) at your own cost unless we ask for a re-verification. We may ask you to get your doctor to return a completed form that confirms your Notice of Potential MDC status, or potential MDC still applies.

If we do not receive the required verification from you, or your Health Practitioner by the date we’ve outlined, we may remove you from our Medical Dependency Register and change your account status accordingly.

We do not disconnect the electricity or natural gas supplies of medically dependent consumers for non-payment. However, despite our best efforts, occasionally your electricity and natural gas supply can be cut because of extreme weather, accidents, or technical problems. In case this happens, you should have an emergency response plan.

An emergency response plan could include having a fully charged battery available, going to a friend or family member’s house with electricity and/or natural gas or, in serious cases, calling an ambulance to be taken to hospital.

For more information on preparing an emergency response plan for your household go to: <https://www.eranz.org.nz/for-consumers/medically-dependent-customers>.

Further information on how we can assist medically dependent and other vulnerable customers can be found [here](#).

Contacting 111 Emergency Services:

As a provider of internet-based home phone services, we also commit to adhere to the Commerce Commission’s [111 Contact Code](#) by ensuring any “Vulnerable Customers” using our home phone service have access to an appropriate means of calling the 111 emergency service in the event of a power failure or broadband outage. Information on our Vulnerable (Home Phone) Customer processes and registration can be found on our website [here](#).

Section 4: Fees, bonds and credit management

Credit checks:

As noted above, before you become a customer, we may ask you questions about yourself and your situation. We may also get your permission to do a credit check with an external credit reference agency (and/or your previous provider) and consider this along with all other information provided.

Further information on credit requirements is included in our General Terms and Conditions [here](#).

Fees and bonds:

As a customer you are responsible for paying all **charges** and **fees** from the date your property gets switched to us, or from when you first use the services we provide.

Your pricing charges are included in the plan information we send you at the time you join us. These charges may be updated from time to time if you change plans, or if we notify you of changes permitted under our [General Terms and Conditions](#) or the Special Terms of your relevant supply plan(s).

Our schedule of service fees is available on our website [here](#). This schedule includes charges for additional services and bonds.

If you ask us or require an additional service, we will tell you the amount or provide an estimate so you can decide if you want to go ahead with it.

In certain instances, we may ask for a bond. If we do, we'll let you know why and whether we require you to pay it immediately or on your next bill.

If you have paid a bond and you subsequently meet all payment obligations for at least 12 months, we will repay your bond. If you switch to another electricity provider during this period, we will give you back your bond, less any outstanding amounts you owe us (if any).

If you have payment difficulties:

We will get in touch with you through your preferred contact methods when we see your bill is overdue. It's important we work together to help you manage your payments, particularly if you are having difficulties.

Here are some ways we can help:

- We can check to see you are on the best energy, broadband or mobile plan for your usage.
- We can check to see if you are eligible for Smoothpay, which allows you can pay the same amount in weekly, fortnightly, or monthly instalments, spread over the year.
- Where your energy consumption increases significantly, we will send you a note to bring this to your attention.
- We can look at setting up a special payment plan arrangement to suit you. We will then check your payments to make sure your plan is working well or contact you if we think there is a better way for you to meet your payments.
- We can put you in touch with social agencies and free budgeting advice agencies.

Linking you with financial mentoring and support organisations:

If you are struggling to keep up with your bill payments, with your consent, we can connect you with support agencies, who will help you with things like paying your bill.

Once contact is made, we will give you some time to talk to these agencies and receive help without disconnecting your electricity supply.

We will work with you and your support organisation as a partnership, making sure we all use agreed ways of communicating with each other.

The following organisations may also be able to help with financial assistance and/or free budgeting advice:

Social agencies: You may be able to get extra assistance from Work and Income, the Citizens Advice Bureau, your local Mayoral Fund or Age Concern. The Work and Income number is 0800 559 009 or, you can visit online at www.workandincome.govt.nz.

Budgeting advice: If you are finding it difficult to pay your bill you can seek free financial advice from Money Talks on 0800 345 123, SMS on 4029, or email help@moneytalks.co.nz.

Disconnection or suspension of services:

There are occasions when we may need to suspend or disconnect your service, including for non-payment. These situations are described in our General Terms and Conditions [here](#).

Disconnection or suspension of your services for non-payment is a last resort.

We may disconnect services supply if you fail to pay your bill in full and by the due date, after being reminded to do so, or if you default on the payment plan we have agreed with you.

Before disconnecting your energy supply, we will make multiple attempts to communicate with you, using more than one method and by contacting your alternative contact or authorised person if you have provided us with one. We may also contact you at different times of the day.

Except in the case of requested, agreed, emergency or safety-related disconnections, we will:

- give you at least 10 working days' notice warning of disconnection setting out the intended date that disconnection will take place and the steps that you need to take if you wish to prevent disconnection; and
- provide a final warning no less than 24 hours before disconnecting you. We will take all reasonable steps to ensure you receive the final warning. (Note in the event we are unable to disconnect your energy supply within the timeframe we've given, we'll send you a further final disconnection warning).

The final disconnection warning we send you will include:

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

- information and contact details of Work and Income and other budget advice, support and social agencies that may be able to help;
- information about our Medically Dependant Consumer application processes (if applicable to your service); and
- our complaints resolution process and the contact details of Utilities Disputes and Telecommunications Dispute Resolutions.

We will only disconnect your supply on a working day excluding Fridays and the day prior to a public holiday.

If no one has signed up to us at a residential site, we may disconnect the energy and/or broadband supply at any stage. However, we will send sign up and disconnection information to the address before we do this.

Reconnecting your services:

You need to contact us if you want to reconnect your services if your supply has been disconnected or suspended. We'll arrange to reconnect you, provided you meet our criteria and any applicable charges, including:

- the total amount outstanding on your account;
- any applicable disconnection fees and any applicable additional fees incurred during the disconnection process;
- any applicable reconnection fees;
- any charges that have accumulated since disconnection, including fixed daily and metering charges; and
- any applicable bond, or increased bond, as determined by us.

Our schedule of service fees is available on our website [here](#).

Also, we may require you to:

- be at your property at the time we reconnect; or
- make sure we can get safe on-going access to your property (to our satisfaction) so our staff and contractors can undertake the reconnection activity; and
- make sure you switch off all appliances at the time we reconnect to ensure they are not damaged by any power surges.

Section 5: Feedback and complaints

You can contact us at any time to talk about your situation, ask questions about your bill, ask questions about this policy, or to give us feedback.

If you have any concerns about the service you have received from us or if we haven't lived up to our commitments to you, please let us know.

We have a free and comprehensive complaint process in place to ensure such issues or concerns are thoroughly reviewed.

You can raise a complaint by contacting our Customer Care Team on **0800 668 236**, by emailing complaints@novaenergy.co.nz, or by writing to:

Manager Retail Services
Nova Energy
PO Box 404
Whakatane 3158

Rest assured, we will always engage with you in good faith and do our best to resolve any complaint in an efficient, fair, accessible and timely manner.

In return, we ask that you:

- Provide any relevant information as soon as practicable.
- Treat our staff with courtesy and respect, and not share their names or contact details in any public forum.
- Be fair and reasonable in your request for resolution.

Information provided by you as part of a complaint will only be used or disclosed to third parties for the purpose of complaint resolution.

Please remember:

- If your complaint relates to a disputed amount, we will not demand payment or take any debt recovery action related to the disputed amount while the complaint is being investigated.
- It is important to continue paying your invoices as they fall due for any amount that is **not** the subject of your complaint. Please contact our Customer Care Team on 0800 668 236 if you wish to confirm your account balance.

The process:

Firstly, we will acknowledge your complaint (whether it relates to electricity, gas, broadband or mobile) within **3 working days** of receiving it.

Secondly, we will endeavour to resolve your complaint with you within **20 working days**.

Sometimes complaints may involve a longer investigation time – for instance, if we need to escalate your complaint internally to our legal team or senior management for advice, or if we need to gain information from third parties. If there is a delay, you'll be kept in the loop all the way. We will aim to let you know about any revised resolution timeframes within 10 working days of becoming aware of the reason for the delay.

Thirdly, we will aim to issue a final response and proposed resolution to your complaint within the following maximum timeframes:

- For complaints about our **telecommunications services**, no later than **30 working days** after receiving your complaint.
- For complaints about our **energy services**, no later than **40 working days** after receiving your complaint.

Where your complaint is upheld, we will credit any charges and/or fees that we owe you within 10 working days of the complaint being resolved or as agreed with you.

What if you're not happy?

If you're not happy with the resolution / final response to your complaint, and we have had a reasonable opportunity to resolve it with you as outlined above, then you are welcome to contact Utility Disputes and/or the Telecommunications Dispute Resolution Scheme.

- If your complaint is about our energy services (electricity or natural gas), you will need to contact Utilities Disputes.
- If your complaint is about our telecommunications services (broadband, landline phone or mobile), you will need to contact the Telecommunications Dispute Resolution Scheme.

Further information about each resolution scheme is set out below.

What if your complaint is about or involves a Third-party?

If your complaint is about a third-party that provides you with a related service – e.g. your local fibre company or electricity lines company – we will:

- Liaise at the earliest practicable opportunity with the third-party involved in the complaint to support a timely resolution (including by making a request for assistance to the third-party within 3 working days of identifying the complaint involves a third party).
- Work together in good faith with the third-party and keep each other informed.
- Before we respond to you, we will consult with the third-party to finalise its response and will take into account any proposed resolution suggested by the third party.
- Advise the third party of the outcome of your complaint, i.e., if the complaint has been resolved or if the complaint remains unresolved and is now being escalated through a disputes resolution scheme.

Utilities Disputes:

Utilities Disputes (**UD**) is an independent scheme that is dedicated to resolving **electricity and gas complaints** in a fair and equitable manner, at no cost to you.

You can refer your complaint to the UD if:

- we have not resolved your complaint within **20 working days** and we have not written to you with good reasons why it will take more time; or
- we have taken longer than **40 working days** to resolve your complaint.

The UD may agree to consider your complaint before 20 working days have passed if:

- we have made it clear we are not going to do anything about your complaint;
- waiting any longer would cause you (as complainant) unreasonable harm; or
- it would be otherwise unjust to wait any longer.

Please note: all complaints must be registered with us first and we must have been given a reasonable opportunity to resolve it with you before you can refer your complaint to UD.

Utilities Disputes can be contacted on 0800 22 33 40, by email at info@utilitiesdisputes.co.nz, or in writing to PO Box 5875, Lambton Quay, Wellington 6145.

For more information visit the UD [website](#).

Telecommunications Disputes Resolution:

Nova is a member of the Telecommunications Disputes Resolution (TDR) Scheme and is a signatory to the telecommunications [Customer Care Code](#).

The TDR Scheme is a free and independent service that helps resolve customer complaints about **mobile, landline phone and broadband services**.

If you're dissatisfied with our resolution of your telecommunications complaint, you can take your complaint to the TDR Scheme. It won't cost you anything to do this.

The TDR Scheme Agent will consider and adjudicate your complaint in accordance with the TDR Scheme 'Terms of Reference', which we also agree to comply with. The Terms of Reference can be found on the TDR website [here](#), along with further information about what types of complaints TDR can and can't consider.

Please note: all complaints must be registered with us first and we must have been given a reasonable opportunity to resolve it with you before you can refer your complaint to the TDR.

TDR can be contacted on 0508 989 898, by email at contact@tdr.org.nz, or in writing to Freepost 214075, PO Box 5573, Wellington 6140.

For more information visit the TDR [website](#).