



# Gas Consumer Care Guidelines

An update

SUBMISSIONS CLOSE:  
5.00PM MONDAY 29 SEPTEMBER 2025



Gas Industry Co.



## Executive Summary

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Gas Industry Co published its gas Consumer Care Guidelines in August 2022. These guidelines provide for gas retailers to assist medically dependent and vulnerable gas consumers and align the gas industry's processes with the electricity Consumer Care Guidelines that resulted from the 2019 Electricity Price Review.

On 1 January 2025, the Electricity Authority (EA) issued updated electricity Consumer Care Obligations (electricity CCO), by amendment to the Electricity Industry Participation Code (Code)<sup>1</sup>. The mandatory electricity CCO ensure consistent care and protection for all residential electricity consumers.

Given the similarities and links between the electricity and gas markets, and Gas Industry Co's policy objective "To ensure that gas is delivered to existing and new customers in a safe, efficient, fair, reliable and environmentally sustainable manner", Gas Industry Co has proposed to update its gas Consumer Care Guidelines (guidelines) for gas retailers, to align these with the new Code provisions.

The draft, updated guidelines are set out in this paper under Appendix A.

### Submissions

Gas Industry Co is seeking feedback from stakeholders on the proposed guidelines.

Written submissions should be provided to Gas Industry Co via email to [consultations@gasindustry.co.nz](mailto:consultations@gasindustry.co.nz) by **5.00pm on Monday 29 September 2025**.

All submissions will be published on Gas Industry Co's website. Submitters should discuss any intended provision of confidential information to Gas Industry Co prior to submitting the information.

Gas Industry Co is happy to meet with any stakeholder who wishes to discuss the proposed guidelines in more detail.

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<sup>1</sup> Part 11A of the Code. Two key protections – prohibiting retailers from disconnecting customers they know to be medically dependent and requiring any fees or charges to be reasonable – took effect from 1 January 2025. The remaining obligations took effect from 1 April 2025.



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# 1. Purpose

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The purpose of this paper is to gather stakeholder feedback on proposed updates to the gas Consumer Care Guidelines (guidelines). The guidelines have been updated to align with comprehensive changes made to the electricity Consumer Care Guidelines, which have been replaced by the electricity Consumer Care Obligations. (CCO).

The updated guidelines are set out in Appendix A.

## 1.1 Alignment with the electricity CCO

The guidelines are very closely aligned with the electricity CCO.

Submitters to Gas Industry Co's Electricity Price Review workstream in March 2021 (which led to the development of the gas Consumer Care Guidelines 2022) highlighted the importance of consistency between the gas and electricity markets.

Gas Industry Co is a strong supporter of taking a consistent approach to common issues across gas and electricity markets.

Gas Industry Co considers that close alignment of the guidelines with the electricity CCO best ensures the efficient implementation of the guidelines in the gas market, for the benefit of gas consumers.

This alignment approach also builds on work to establish a consistent and easily communicable regulatory framework for all electricity and gas market participants, to provide a consistent and supportive minimum standard of care for New Zealand's residential energy consumers.<sup>2</sup>

## 1.2 Guidelines remain voluntary

Consistent with the current guidelines and the co-regulatory approach to gas market governance to deliver self-regulation that is efficient, low cost and effective, Gas Industry Co proposes that alignment with the guidelines will remain voluntary.

Gas Industry Co's assessment of retailer alignment with the guidelines completed in November 2023<sup>3</sup> found that dual fuel retailers were fully or substantially aligned with most aspects of the guidelines, indicating that the voluntary approach to guideline alignment is effective in the gas market.

Utilities Disputes operates an effective independent free complaints service for gas consumers and is able to use the guidelines to assist its assessment of consumer complaints.

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<sup>2</sup> See clause 2.3 of the EA's decision paper dated 1 February 2024 "Updating and strengthening the consumer care guidelines"

<sup>3</sup> Gas Industry Co – "Assessment of Retailer Alignment with Consumer Guidelines", November 2023

### 1.3 Associated templates and other guidelines

Gas Industry Co will review the impact of the updates to the guidelines on its published template Consumer Care Policy and Notice of Potential Medically Dependent Consumer Status form, to ensure that these templates remain fit for purpose.

Gas Industry Co's other current guidelines, Gas Saves and Winbacks Guidelines and Guidelines for Raising Awareness of Utilities Disputes and Powerswitch, remain unchanged. These guidelines are available on Gas Industry Co's website.<sup>4</sup>

### 1.4 Scope of gas Consumer Care Guidelines unchanged

The scope of the guidelines remains the same. The guidelines apply to natural gas and LPG retailers supplying residential consumers.

The Gas Consumer Care Guidelines apply to the following gas market participants				
Natural gas retailer	LPG retailer (45kg bottles)	LPG retailer (reticulated)	Distributor (natural gas)	Distributor (LPG)
Yes	Yes	Yes	No	No

The Gas Consumer Care Guidelines apply to the following gas market consumers		
Residential	Small business	Commercial & Industrial
Yes	No	No

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<sup>4</sup> <https://www.gasindustry.co.nz/our-work/work-programmes/electricity-price-review/#extending-the-electricity-price-reviews-final-recommendations-to-the-gas-market-finalising-gas-market-guidelines-3>



## 2. Key changes

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### Introduction

The key change made to the guidelines is an increased level of specificity and, in some respects, complexity of the alignment requirements. This increased specificity and complexity is due to Gas Industry Co basing the guidelines so closely on the codified electricity CCO.

### 2.1 Substance unchanged

The substance of the guidelines is essentially unchanged from the current guidelines. Where there are differences between gas and electricity markets, and these differences are reflected in the current guidelines, Gas Industry Co has carried over the relevant drafting to the updated guidelines.

### 2.2 Alignment discretion

Gas Industry Co acknowledges that the guidelines embody an increased level of specificity and in some respects complexity.

For gas retailers that also retail electricity, Gas Industry Co expects there will be efficiency with the new guidelines as they largely replicate the provisions of the electricity CCO.

However, for gas retailers that do not also retail electricity, and who are materially smaller in size, scale or resourcing compared with other retailers, Gas Industry Co acknowledges the costs of alignment with the guidelines may increase.

To manage the risk of overburdening small retailers with compliance costs, Gas Industry Co proposes including a discretionary provision in the guidelines, enabling it to exercise discretion with small retailers, when assessing alignment with specific guidelines, where doing so would impose an unreasonable alignment burden.

In such cases, a retailer who does not also retail electricity would remain subject to the overarching principles and intent of the guidelines and be expected to take reasonable steps to comply with the guidelines to the extent reasonably practicable.

### 2.3 New gas information exchange protocol for medically dependent consumers

Consistent with the approach taken by the EA, Gas Industry Co is consulting on improving the information exchange between gas retailers and distributors, so medically dependent consumers receive the right level of care and consideration during reticulated gas outages.

To achieve this, Gas Industry Co is consulting on the introduction of a new gas information exchange protocol (GIEP): Medically Dependent Consumer Information. This GIEP is intended to improve the consistency, reliability and timeliness of information sharing, and prescribe the necessary information to be shared.



## Glossary

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<b>Code</b>	Electricity Industry Participation Code 2010
<b>EA</b>	Electricity Authority
<b>EPR</b>	Electricity Price Review
<b>Gas</b>	Natural gas and LPG
<b>Gas Act</b>	Gas Act 1992
<b>Gas Switching Rules</b>	Gas (Switching Arrangements) Rules 2008
<b>LPG</b>	Liquefied Petroleum Gas



## Questions

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### Title of Report

Submission prepared by: <company name and contact>

Question	Comment
Q1: Do you agree with the proposed content of the updated gas Consumer Care Guidelines? Are there items that should be added or deleted, and why?	
Q2: Do you agree with the discretion given to Gas Industry Co when assessing alignment with the gas Consumer Care Guidelines by gas retailers with materially lesser scale and resources relative to other gas retailers?	





# Appendix A

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## Gas Consumer Care Guidelines

### Section A

#### 1. Purpose

- (1) The purpose of these **guidelines** is to impose a set of minimum standards on **retailers** requiring them to:
  - (a) adopt behaviours and processes that foster positive relationships with residential **consumers**;
  - (b) support residential **consumers** in accessing and maintaining an affordable and constant **gas** supply suitable for their needs; and
  - (c) help minimise harm to residential **consumers** caused by insufficient access to **gas** or by payment difficulties.
- (2) These **guidelines** should always be read to favour an outcome that achieves their purpose.

#### 2. Interpretation

In these **guidelines**, unless the context otherwise requires:

**alternate contact person** means any person authorised by a **customer**, or by a **medically dependent consumer** who permanently or temporarily resides at a **customer's** premises, to operate as an alternate contact person if a **retailer** is unable to contact the **customer** or **medically dependent consumer**, provided any alternate contact person is independent of the **customer's retailer**

**bond** means an upfront payment of a lump sum to provide security to a **retailer** for the performance of a **customer's** obligations under their contract with the **retailer**

**conditional discount** means the amount by which a price payable by a **customer** is reduced, or would be reduced, as a consequence of the **customer** satisfying a payment condition

**confirmation of status form** means a form, which may be in the **prescribed form**, completed by a health practitioner with an appropriate scope of practice, which confirms the status of a person as a **medically dependent consumer**

**guidelines** means these Consumer Care Guidelines

**consumer** means an end user of **gas** used fully or partly for residential purposes

**consumer care policy** is the policy a **retailer** is required to **publish** under Section B clause 7(1)

**customer** means a **residential consumer** who has entered into a contract with a **retailer** for the supply of **gas** to the **residential consumer's** premises, where the **gas** supplied is used fully or partly for residential purposes

**disconnection** means work done to a device so **gas** is unable to flow between the **gas** distribution system or **LPG bottle**, and the **consumer** installation, including the repossession of **LPG bottles**

**distributor** means a **gas** distributor as defined in the Gas Act 1992

**emergency** means an event that threatens the health or safety of a person, or damage to property

**fee** means an amount that a **retailer** charges a **customer** in connection with the supply of **gas** other than a rate which constitutes a **pricing plan**, and includes a break fee for a fixed term contract or a fee for **disconnection** or **reconnection**

**gas** means natural gas and LPG

**Gas Industry Co** means the body that is approved as the industry body for the purposes of Part 4A of the Gas Act 1992 by the Gas (Approval of Industry Body) Order 2004

**gas switching rules** means the Gas (Switching Arrangements) Rules 2008

**gas plan comparison platform** means a **gas** plan comparison website or other platform enabling comparison of different **retailers' gas** plans

**health practitioner** has the meaning given to it by section 5 of the Health Practitioners Competence Assurance Act 2003

**ICP** has the meaning given in the Gas (Switching Arrangements) Rules 2008

**invoice** means an invoice issued by a **retailer** to a **customer** in relation to the supply of **gas** to that **customer**

**LPG bottle** means a 45kg **LPG bottle**

**medically dependent consumer** means a residential **consumer** who depends on **gas** for critical medical support, such that loss of **gas** supply may result in loss of life or serious harm, including a residential **consumer** who depends on medical or other **gas** equipment to support a medical treatment regime

**meter** means an instrument designed to measure the amount of **gas** passed through it

**meter owner** has the meaning given in the Gas (Switching Arrangements) Rules 2008

**payment condition** means a provision that relates to the timing or method of payment or delivery of an invoice

**payment options** means the payment methods and options offered by a **retailer** in relation to a product offering or contract

**payment support plan** means an agreed plan between a **retailer** and a **customer** who is anticipating or experiencing payment difficulty, for payment in relation to the supply of **gas** to that **customer**

**prescribed form** means a form prescribed from time to time by the **Gas Industry Co**

**pricing plan** means the rate or rates charged for **gas** supplied to the **customer** under their contract or offered as part of a product offering, and includes rates charged per kWh (or an equivalent energy measure), any fixed rates or fixed or variable charges, as well as any costs related to the supply of **gas** which are passed through to the **customer**

**product offering** means an offer for the supply of **gas** offered by a **retailer** to a **residential consumer**

**publish** means in respect of information that the **Gas Industry Co** is required to publish under these **guidelines**, to make the information available to the public, at no cost, on a website maintained by, or on behalf of, the **Gas Industry Co** and in respect of information that a **retailer** is required to publish under these **guidelines**, to make the information available to the public, at no cost, on a website maintained by, or on behalf of, the **retailer**

**reconfirmation form** means a form, which may be in the **prescribed form**, which a **retailer** may request to be completed by a health practitioner with an appropriate scope of practice, which reconfirms the status of a person as a **medically dependent consumer**

**reconnection** means work done to a device so **gas** is able to flow between the **gas** distribution system or **LPG bottle**, and the **consumer** installation, including by redelivery of **LPG bottles**

**registry** has the meaning given in the Gas (Switching Arrangements) Rules 2008

**residential consumer** means a person who uses **gas** in respect of **residential premises**

**residential premises** means any premises used or intended for occupation by any person as a place of residence

**retailer** means any person who supplies **gas** to another person or other persons for any purpose other than for resupply by the other person or persons

**support agency** means a government or non-government agency that provides assistance to low-income residential **consumers** or residential **consumers** facing payment difficulties, including agencies providing financial mentoring services or advice on the efficient use of **gas**

**support person** means any person authorised by a **customer**, or by a residential **consumer** with whom a **retailer** interacts, to assist the **customer** or residential **consumer** to engage with the **retailer**, provided any support person is independent of the **customer's retailer**

**uncontracted premises** means any residential premises where the **retailer** is recorded in the **registry** as accepting responsibility for the **ICP**, but for which the **retailer** does not have a contract with a **customer**

### *Application of the guidelines*

#### **3. Alignment with these guidelines**

- (1) These **guidelines** apply to all **retailers** selling **gas** to **residential consumers**.
- (2) Alignment with these **guidelines** is voluntary.
- (3) **Gas Industry Co's** Retail Gas Contracts Scheme Benchmarks (as restated and amended) (Retail Gas Contract Benchmarks) remain in effect. **Retailers** must ensure their residential consumer contracts align with **Gas Industry Co's** Retail Gas Contract Benchmarks (as amended from time to time). To the extent there is any inconsistency between the Retail Gas Contract Benchmarks and these guidelines, the Retail Gas Contract Benchmarks shall prevail.

### *Reporting and record-keeping*

#### **4. Monitoring alignment with Consumer Care Guidelines**

- (1) **Retailers** should reasonably cooperate with **Gas Industry Co** to ensure efficient and effective monitoring of alignment with these **guidelines**.
- (2) **Retailers** should provide to **Gas Industry Co** such information as is reasonably requested by **Gas Industry Co** to assess alignment with these **guidelines**.
- (3) **Gas Industry Co** will advise a **retailer** of any non-alignment with these **guidelines** identified by **Gas Industry Co**. The **retailer** will work reasonably with **Gas Industry Co** to remedy any non-alignment.
- (4) **Gas Industry Co** may publish the details (including **retailer** names) of any identified non-alignment with these **guidelines**.
- (5) When assessing alignment with these **guidelines**, **Gas Industry Co** shall take into account size, scale or resourcing of the **retailer** compared with other **retailers**, and whether or not the **retailer** also retails electricity to **residential consumers**, provided that, in such cases, a **retailer** shall remain subject to the overarching principles and intent of these **guidelines** and should take reasonable steps to align with these **guidelines**, to the extent reasonably practicable.

Section B  
Part 1  
Interpretation

5. Interpretation

In these **guidelines**, words and phrases appear in bold to alert the reader to the fact that they are defined Section A clause 3.

Part 2  
Consumer Care Policy and related matters

6. Purpose

This Part of the **guidelines** relates to **retailers'** publication of a **consumer care policy** and other information, and sets expectations as to **retailers'** communication with **customers** and **residential consumers**, in order to promote the purpose in Section A clause 1.

7. Consumer care policy

- (1) Each **retailer** should develop and **publish** a **consumer care policy** which sets out the **retailer's** policies in relation to **residential consumer** care, including the matters covered in these **guidelines**.
- (2) Without limiting subclause (1), the **consumer care policy** should explain, in clear and accessible language:
  - (a) that **gas** supply makes an essential contribution to the wellbeing of **residential consumers**;
  - (b) that the **retailer** will work with its **customers** in a respectful, collaborative and constructive manner;
  - (c) that the **retailer** will communicate with its **customers** and other **residential consumers** it interacts with in a manner which is understandable, timely, clear and accessible;
  - (d) how the **retailer** can assist **customers** to understand the most suitable pricing plan for their circumstances;
  - (e) that a **customer** can request access to information about their consumption of **gas** in accordance with these **guidelines**, to help them make decisions about which **pricing plan** suits them;
  - (f) how the **retailer** will work with **customers** experiencing payment difficulties to resolve those payment difficulties as far as possible;
  - (g) how the **retailer** will work with **customers** experiencing payment difficulties to ensure that **disconnection** is a measure of last resort;
  - (h) how the **retailer** will reflect on any issues which arise in relation to **residential consumer** care and use those experiences to continually improve the extent to which its policies promote the purpose in section A clause 1; and

- (i) the information required in relation to **fees, conditional discounts** and **bonds** under clause 59.
- (3) When developing its **consumer care policy**, a **retailer** should seek to avoid disparate outcomes arising from differences in language, ethnicity, educational achievement, culture, gender, disability, age, health, income and wealth.
- (4) A **retailer** should review, and if the **retailer** considers it reasonably necessary or desirable update, its **consumer care policy** at least every two years.

## 8. Communications with customers and residential customers

- (1) Each **retailer** should use reasonable endeavours to:
  - (a) work with its **customers** in a respectful, collaborative and constructive manner; and
  - (b) communicate with its **customers** and any other **residential consumers** it interacts with in a manner which is understandable, timely, clear and accessible.
- (2) Each **retailer** should use reasonable endeavours to adapt its communications based on the needs of the **customers** or **residential consumers** receiving them.
- (3) If a **customer** or **residential consumer** is not sufficiently familiar with the English language to communicate without assistance, a **retailer** may meet the requirement in subclause (1)(b) by ensuring the **customer** or **residential consumer** has the opportunity to nominate and use a **support person** to assist them with understanding and communicating with the **retailer**.

## 9. Working with support agencies and health practitioners

Each **retailer** must:

- (a) have in place processes for, where a **customer** may be experiencing payment difficulties, or where otherwise required by these **guidelines**:
  - (i) seeking that **customer's** consent to refer that **customer** to one or more **support agencies**; and
  - (ii) having obtained consent, referring that **customer** to the **support agency** or **agencies**, within five **business days**; and
- (b) use reasonable endeavours to work with any **support agencies** and **health practitioners** it liaises with in accordance with these **guidelines** in a cooperative, constructive and timely manner.

## 10. Customer-facing website requirements

Each **retailer** should clearly and prominently **publish** the following information in a dedicated section of their **customer-facing** website:

- (a) a statement that the **retailer** has a **consumer care policy** which aligns with these **guidelines**;
- (b) the **retailer's consumer care policy** or a direct hyperlink to it;
- (c) how to contact the **retailer** with any questions regarding the **retailer's consumer care policy** or the **retailer's** alignment with these **guidelines**;
- (d) a hyperlink to the page of the **Gas Industry Co's** website prescribed for the purposes of this clause; and

- (e) information, including hyperlinks to the websites and contact details of:
  - (i) one or more **support agencies** offering advice on the efficient use of **gas**;
  - (ii) one or more **support agencies** offering financial mentoring services; and
  - (iii) the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992.

### Part 3

#### Signing up customers and contract denials

##### 11. Purpose of this Part

This Part of the **guidelines** relates to **retailers** signing up a **customer** or when a **residential consumer** enquiring with a **retailer** is denied a contract, for the purpose of ensuring **residential consumers** are fully informed before and after contracting with a **retailer** and that **residential consumers** who may be denied a contract are supported.

*Information to be provided prior to sign up*

##### 12. Information to be provided prior to sign up

- (1) Before signing up a **residential consumer** as a new **customer**, a **retailer** should ensure that either:
  - (a) in the course of an oral communication, that person receives:
    - (i) advice regarding the **retailer's** available **product offerings** and related **pricing plans** that are relevant to that person's current household circumstances; and
    - (ii) assistance to understand the most suitable **product offering** for that person's current household circumstances, including any conditions the person must meet in order to obtain the greatest benefit from the **product offering** and the drawbacks of any particular **product offering**, including any **fees** the person may incur or **bonds** the person may be required to pay; or
  - (b) where that person is engaging with an online platform, that person has easy access to information about the **retailer's** available **product offerings** and related **pricing plans**, any conditions which must be met in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular **product offering**, including any **fees** the person may incur or **bonds** the person may be required to pay.
- (2) A **retailer** should ensure that a **residential consumer** considering becoming a **customer** of that **retailer** has:
  - (a) the option to review the **retailer's** terms and conditions; and
  - (b) easy access to information about the **retailer's** available **payment options**.
- (3) A **retailer** should ensure that its terms and conditions are provided in plain English.

*Considering and declining contracts*

### 13. Declining to enter into a contract

- (1) If a **retailer** decides not to enter into a contract with a **residential consumer** seeking such a contract, the **retailer** should provide the person with:
  - (a) in the case of a **residential consumer** seeking a contract for a natural gas supply, information about one or more **gas** plan comparison platforms;
  - (b) reasons for the **retailer's** decision; and
  - (c) information, including hyperlinks to the websites and contact details, of one or more **support agencies** from which the residential **consumer** could seek assistance.
- (2) Subclause (1)(a) and (c) do not apply if the reason for the **retailer's** decision is the absence of reticulated **gas** pipeline infrastructure to supply the **residential consumer**.
- (3) Subclause (1)(c) does not apply if, in the case of **LPG bottle** supply, the reason for the **retailer's** decision is that the **retailer** does not offer **LPG bottle** supply in the **residential consumer's** location.

*Information to be provided to new customers*

### 14. Information to be provided to new customers

A retailer should advise any new **customer** of:

- (a) the existence of the **retailer's consumer care policy** and provide a copy of the **consumer care policy** or a direct hyperlink to it;
- (b) the **retailer's** available payment options; and
- (c) the importance of notifying the **retailer** if they, or another **residential consumer** who permanently or temporarily resides at the premises, is a **medically dependent consumer** and where to obtain information on how to apply to be recorded as a **medically dependent consumer**.

## Part 4

### Information and records relating to customer care

### 15. Purpose of this Part

This Part of the **guidelines** relates to the collection, recording, and use of information relating to **customer** care for the purpose of enabling **retailers** to proactively and effectively support their **customers**, including those who may experience payment difficulties.

### 16. Retailers to request communication information from customers

- (1) A **retailer** should request the following information relating to communication from each new **customer**:



- (a) contact information for at least two communication channels, which may include email, post, phone, text message, or the use of in-app messages;
  - (b) any other information the **customer** wishes to provide which may be relevant to engaging with that **customer**;
  - (c) whether the **customer** wishes to use an **alternate contact person** and, if so, the **alternate contact person's** contact information; and
  - (d) whether, and if so, when, the **customer** wishes to use a **support person**.
- (2) Whenever a **customer** provides the information specified in subclause (1), the **retailer** should use the **customer's** information to inform the **retailer's** communication practices with that **customer** to the extent reasonably possible.
- (3) A **retailer** should, if it has not already done so, request the information in subclause (1) from existing **customers** when first contacting that **customer** under clause 19.

#### *Alternate contact persons*

### 17. Alternate contact person

- (a) If a **customer** nominates an **alternate contact person**, the **retailer** may contact that **alternate contact person** if the **retailer** is unable to contact the **customer**.
- (b) If at any time a **customer's** nominated **alternate contact person** advises the **retailer** that they no longer agree to act in that capacity, the **retailer** should record that information and, when liaising with the **customer** for the first time after being so advised by the nominated **alternate contact person**, notify the **customer**.

## Part 5

### Business-as-usual account management

### 18. Purpose of this Part

This Part of the **guidelines** relates to **retailers'** business-as-usual account management for the purpose of ensuring that **customers** remain informed, in order to promote the purpose in section A clause 1.

### 19. Retailers to contact customers at least annually

At least once a year, a **retailer** should contact each of its **customers** to:

- (a) advise the **customer** that they can request access to information about their consumption of **gas** in accordance with these **guidelines**;
- (b) advise the **customer** of the existence of the **retailer's consumer care policy** and provide a copy of the **consumer care policy** or a direct hyperlink to it; and
- (c) ask the **customer** to confirm the **customer's** information, as recorded by the **retailer** in accordance with Part 4 and Part 8 of these **guidelines**, remains accurate.

## 20. Retailers to provide further information prior to customers making changes

- (1) If a **customer** enquires with the **retailer** about changing a **pricing plan** or signing up to a different **product offering**, before making any change the **retailer** should:
  - (a) advise the **customer** of the **retailer's** available **product offerings**, and related **pricing plans** and **payment options** that are relevant to the **customer's** current household circumstances;
  - (b) use reasonable endeavours to assist the **customer** in understanding the most suitable option for the **customer's** current household circumstances, including any conditions the **customer** should meet in order to obtain the greatest benefit from a **product offering** and the drawbacks of any particular option including any **fees** the person may incur; and
  - (c) if the **retailer** supplies natural **gas** to the customer, provide information about one or more **gas plan comparison platforms**.
- (2) Subclause (1) does not apply to **customer** changes made through an online platform, provided the **customer** has easy access to information about the **retailer's** available **product offerings** and related **pricing plans** and **payment options** that may be relevant to the **customer's** current household circumstances.

### *Account management for customers*

## 21. Account management for customers

**Retailers** should use actual meter readings for invoicing, if these are reasonably available, either through each **retailer's** manual meter reading cycle or through remote meter readings. **Retailers** should, in the case of **LPG bottle customers**, use agreed **LPG bottle** prices or weight as the basis for and charges for invoicing.

## 22. Information required on invoices

In addition to any applicable requirements in the Guidelines for Raising Awareness of Utilities Disputes and Powerswitch, a **retailer** should clearly set out on each **invoice**:

- (a) a breakdown of the total amount owed, distinguishing between the current invoicing period and any overdue amounts;
- (b) the due date or dates for payment;
- (c) available **payment options**, or advice on where to find information regarding available **payment options** in supporting documentation (which may include the **retailer's** website or app); and
- (d) if bundled goods or services have been received by the **customer**, the amounts owing for each good or service.

## Part 6

### When payment difficulties are anticipated or arise

## 23. Purpose of this Part and knowledge of payment difficulties

- (1) This Part of the **guidelines** requires a **retailer** to take specific actions when a **customer** is in arrears or the **retailer** knows that the **customer** may be experiencing payment difficulties for the purpose of supporting those **customers** in accessing and maintaining an affordable and constant **gas** supply suitable for their needs.
- (2) For the purposes of these **guidelines**, a **retailer** is deemed to know that a **customer** may be experiencing payment difficulties when:
  - (a) a **customer** tells the **retailer** that they anticipate challenges in meeting **invoice** due dates due to factors such as reduced income, upcoming financial commitments, or shifts in their financial circumstances;
  - (b) a **customer** fails to pay an **invoice** by the **invoice** due date for more than one billing cycle in a six-month period; or
  - (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates anticipated or actual payment difficulty.
- (3) Each **retailer** should record and use information relevant to the matters listed in subclause (2), to identify **customers** who may be experiencing payment difficulties.
- (4) Information under subclause (2)(c) may include information provided by the **customer** or information gathered by the **retailer** through the use of a methodology or process to identify when **customers** may be experiencing payment difficulties based on information such as payment history and changes in consumption.
- (5) A **retailer** is not required to treat a **customer** as experiencing payment difficulties if the **customer** confirms that they are not experiencing payment difficulties, unless the **retailer** subsequently becomes aware of new information that meets one of subclauses (2)(a) to (c).

## 24. Retailer guidelines if customer fails to pay invoice

- (1) Each **retailer** should take reasonable steps to support **customers** who fail to pay an **invoice** to resolve payment issues and avoid **disconnection**.
- (2) The steps under subclause (1) should include:
  - (a) issuing a reminder notice to a **customer** who fails to pay an **invoice** by the **invoice** due date as soon as reasonably practicable after the **invoice** becomes overdue; and
  - (b) if payment has not been made within 14 days of the **invoice** being issued, making further attempts to contact the **customer** or the **customer's alternate contact person** (if applicable and as appropriate) for the purpose of seeking payment and avoiding **disconnection**.
- (3) Any notice issued under subclause (2)(a) should include:
  - (a) a statement that the **retailer** has a **consumer care policy**; and
  - (b) a copy of the **consumer care policy** or a direct hyperlink to it.
- (4) Any contact attempts under subclause (2)(b) involving written communication, and any successful contact attempts involving oral communication, made four days or more after the initiation of contact attempts under subclause (2)(b), should include an offer to discuss with the **customer** **payment support plans** that appear suitable to the **customer's** circumstances.

- (5) A **retailer** should make at least three separate contact attempts under subclause (2)(b), spread over seven or more days, before initiating the disconnection for non-payment process in clause 31.

## 25. Retailers to engage with customers experiencing payment difficulties

Where a **retailer** knows that a **customer** not on a **payment support plan** may be experiencing payment difficulties, the **retailer** should:

- (a) use best endeavours to engage with the **customer** for the purposes of resolving the payment difficulties;
- (b) communicate the steps the **retailer** will follow to assist the **customer** to resolve their payment difficulties and the timeframes for those steps;
- (c) remind the **customer** that:
  - (i) they may nominate a support person or an alternate contact person; and
  - (ii) the retailer has a **consumer care policy**, which explains what the retailer can and will do to support the customer;
- (d) provide the **customer** with relevant information to assist them to improve energy efficiency at their premises, or the information referred to in clause 10(e)(i);
- (e) consider whether, based on the **customer's** consumption over the past 12 months, the **retailer** has one or more **pricing plans** that could provide a lower cost of **gas** to the **customer** and, if so:
  - (i) advise the **customer** of that plan or those plans that the **retailer** reasonably considers are most suitable for that **customer's** current household circumstances (provided that the **retailer** does not need to advise the **customer** of more than three **pricing plans**), any conditions the person should meet in order to obtain the greatest benefit from any **pricing plan** and the drawbacks of any particular plan including any **fees** the person may incur; and
  - (ii) where the **retailer** advises the **customer** of more than one **pricing plan**, identify the **pricing plan** which the **retailer** reasonably considers is the lowest cost option for the **customer**, taking into account those aspects of the **customer's** circumstances of which the **retailer** has knowledge;
- (f) offer advice and if the **customer** agrees, advise on changes to the **gas** supply to the **customer** (suggesting, for example, if available, a change from bottled **LPG** to reticulated **LPG** or natural **gas**, if the same might reasonably be expected to reduce the amount of the **customer's** future invoices, after accounting for the cost of changing **gas** supply means);
- (g) provided the **customer** has engaged with the **retailer**:
  - (i) satisfy itself, acting reasonably, that the **customer** is aware or has been reminded of the availability of financial assistance, financial mentoring services and **gas** efficiency advice from **support agencies**; and
  - (ii) offer to refer the **customer** to any of those **support agencies** where appropriate, with the **customer's** agreement;
- (h) if a referral is made under paragraph (g) or a **customer** advises the **retailer** that they have contacted a **support agency** directly;

- (i) advise the **customer** of the option to pause further steps in respect of any unpaid **invoices** but that, if the **customer** selects this option, any pause could cause the **customer** to go into more debt with the **retailer**;
- (ii) if the **customer** opts to pause further steps, wait at least seven days before taking any further steps under clauses 24 or 31; and
- (iii) if, the **retailer** is satisfied that the **customer** is making reasonable efforts to engage with the **support agency** or **agencies**, wait a further period of at least seven days after the initial period has elapsed; and
- (i) offer to discuss, and, if the **customer** agrees, discuss with the **customer payment support plans** that appear suitable to the **customer's** circumstances, including one or more **payment support plans** that a reasonable **retailer** would consider:
- (j) offer the best way for the **customer** to pay off any debt owed to the **retailer** while accommodating the **customer's** expected ongoing **gas** use; and
- (k) are most likely to help avoid the **customer** falling into debt, or further into debt, with the **retailer**.

## 26. No unilateral change to payment support plan

A **retailer** with a **customer** on a **payment support plan** should not unilaterally change the **customer's payment support plan**, other than in accordance with the **retailer's** terms and conditions.

## 27. Retailer's guidelines in respect of customers on payment support plans

- (1) If a **retailer** identifies a significant and sudden increase in consumption by a **customer** on a **payment support plan** that is not explained by circumstances of which the **retailer** is aware (including seasonal factors), the **retailer** should:
  - (a) notify the **customer** of the change in consumption in order to avoid bill shock; and
  - (b) if appropriate, advise the **customer** of any **pricing plans** that the **retailer** reasonably expects would reduce the amount of the **customer's invoices** taking into account the increased consumption and any change in circumstances.
- (2) A **retailer** should, for a **customer** on a **payment support plan**, monitor the **customer's** debt repayments at a frequency appropriate to the **payment support plan**.
- (3) A **retailer** should contact a **customer** on a **payment support plan**:
  - (a) if a part payment has been made, to assess whether the **payment support plan** should be reviewed; and
  - (b) on a regular basis, and not less than once every six months, to discuss with the **customer** whether their current **payment support plan** is meeting their needs.
- (4) If a **customer** on a **payment support plan** indicates they are experiencing payment difficulties, the **retailer** should offer to:
  - (a) discuss with the **customer** what the **customer** can afford in terms of repayments;
  - (b) based on the discussion in paragraph (a), review the **payment support plan**; and

- (c) refer the **customer** to one or more **support agencies** offering financial assistance, financial mentoring services or **gas** efficiency advice where appropriate, with the **customer's** consent.
- (5) A **retailer** should, within five **business days** of a **customer** on a **payment support plan** falling behind in their repayments, contact the **customer**, and:
  - (a) inform the **customer** that they have fallen behind in their repayments;
  - (b) offer to discuss with the **customer** what the **customer** can afford and to review the **payment support plan** if the **customer's** circumstances have changed;
  - (c) offer to refer the **customer** to one or more **support agencies** offering financial assistance, financial mentoring services or **gas** efficiency advice where appropriate, with the **customer's** agreement; and
  - (d) explain the next steps if repayment is not made.
- (6) If a referral is made under subclause (4)(c) or (5)(c), or a **customer** advises the **retailer** that they have contacted a **support agency** directly, the **retailer** should:
  - (a) advise the **customer** of the option to pause further steps in respect of any **payment support plan** repayments but that, if the **customer** selects this option, any pause could cause the **customer** to go into more debt with the **retailer**;
  - (b) if the **customer** opts to pause further steps, wait seven days before initiating the disconnection for non-payment process in clause 31; and
  - (c) if the **retailer** is satisfied that the **customer** is making reasonable efforts to engage with the **support agency** or **agencies**, wait a further period of at least seven days after the initial period has elapsed.

## 28. Retailer guidelines in respect of representatives

A **retailer** should ensure its representatives who engage with **customers** about invoicing or debt repayments:

- (a) receive appropriate training that includes:
  - (i) building rapport with **customers**; and
  - (ii) recognising signs of anticipated or actual payment difficulties when interacting with **customers**, including through review of changes in consumption as well as account history data; and
- (b) are able to provide targeted assistance to **customers** to help them avoid payment arrears or resolve payment difficulties as far as possible, including in relation to the matters specified in clause 25.

## Part 7

### Disconnection and reconnection of residential premises

## 29. Purpose of this Part

This Part of the **guidelines** sets out what **retailers** should do before, at and after **disconnection** of **residential premises**, for the purpose of minimising harm to **residential consumers** caused by insufficient access to **gas**.

*Disconnecting customers for non-payment of invoices*

## 30. Disconnection a measure of last resort

A **retailer** should use best endeavours to ensure that **disconnection** of a **customer's** premises for non-payment of **invoices** is a measure of last resort.

## 31. Conditions for disconnection for non-payment

- (1) A **retailer** should not **disconnect** a **customer's** premises for nonpayment of an **invoice**, unless:
  - (a) the **retailer** has the right to **disconnect** the premises under its contract with the **customer**;
  - (b) the **retailer** has taken steps to align with all relevant and applicable guidelines in Part 6 of these **guidelines**;
  - (c) if any unpaid **invoice** uses an **estimated reading**, the conditions in clause 32 are met;
  - (d) the **customer**:
    - (i) has not agreed to a **payment support plan**; or
    - (ii) is not substantially adhering to a **payment support plan**;
  - (e) the **retailer** has used its best endeavours to satisfy itself that the **customer**, and any **residential consumer** who permanently or temporarily resides at the **customer's** premises, is not a **medically dependent consumer**;
  - (f) the **retailer** has:
    - (i) made at least five separate attempts to contact the **customer**;
    - (ii) issued the **customer** with an initial notice of disconnection, no earlier than 28 days after the **invoice** was issued;
    - (iii) issued the **customer** with a final notice of disconnection, which should be issued:
      - (A) only after an initial **disconnection** notice has been issued and the **retailer** has not received payment in full, or in accordance with a **payment support plan**;
      - (B) no earlier than 44 days after the **invoice** was issued;
      - (C) no less than 24 hours or more than 10 days before **disconnection**; and
    - (iv) in the case of a physical **disconnection**, ensured that information on how to contact the **retailer** to **reconnect** the premises is provided to the **customer**, or left at the **customer's** premises, by the person visiting the premises to action the **disconnection**; and



- (g) following the contact attempts required by paragraph (f)(i), the **retailer** has not received payment in full for the **invoice** or **invoices**.
- (2) The contact attempts required under subclause (1)(f)(i):
  - (a) may comprise up to three attempts made under clause 24(2)(b); and
  - (b) except for the contact attempts made under clause 24(2)(b), should:
    - (i) seek to explain the pending **disconnection** of the **customer's** premises and the potential consequences of not responding to the **retailer's** contact attempts in a manner the **customer** is reasonably likely to understand, having regard to any relevant communication information recorded about the **customer** under clause 16; and
    - (ii) use communication channels that are reasonable in the circumstances and which the **retailer** reasonably considers are most likely to result in the relevant information being communicated to the **customer**, which may include phone calls, emails, posted letters or a representative of the **retailer** visiting the **customer's** premises, subject to any health and safety risks to the representative, the **customer** or any other person at the premises.
  - (c) An **LPG bottle** running out of LPG, is not considered a disconnection under these **guidelines**. This is because the **customer** has understood and accepted the risks associated with being on an **LPG bottle** service where disconnection effectively occurs when a **customer's LPG bottle** is depleted to the extent that LPG will no longer discharge from the **LPG bottle**.

### 32. Additional conditions for invoices using estimated readings

- (1) A **retailer** should not **disconnect** a **customer's** premises for nonpayment of an **invoice** that uses an **estimated reading** unless the **retailer** is reasonably satisfied that:
  - (a) the **estimated** reading used in that **invoice** is a reasonable estimation of actual consumption; and
  - (b) at least one of the following applies:
    - (i) a meter reading is not available due to:
      - (A) the **customer** obtaining **gas** by or involving deception;
      - (B) vandalism; or
      - (C) an issue with the metering installation;
    - (ii) the **retailer** cannot obtain a meter reading due to its, or another person's, obligations under the Health and Safety at Work Act 2015; or
    - (iii) both of the following apply:
      - (A) the **customer** has, for at least 20 **business days**, failed to respond to or refused requests from the **retailer**, or the **retailer's** agent, for access to a metering installation at the **customer's** premises for the purpose of obtaining a meter reading or carrying out a metering installation repair, replacement or certification; and
      - (B) the **retailer** does not accept any meter reading provided by the **customer** because any of the circumstances in subclause (2) apply.
- (2) The circumstances referred to in subclause (1)(b)(iii)(B) are:



- (a) the **meter reading** does not lie within an acceptable range compared with the expected pattern, previous pattern or trend of consumption;
- (b) the **meter reading** does not relate to that **customer**; or
- (c) the **customer** does not provide sufficient information to enable the **retailer** to identify the **meter**.

### 33. Failure to disconnect within timeframe

If a **retailer** does not **disconnect** a **customer's** premises within the timeframe set out in a final notice of disconnection, the **retailer** should:

- (a) before **disconnecting** the premises, issue a further final notice of disconnection; and
- (b) issue that notice no less than 24 hours or more than 10 days before **disconnection**.

### 34. Notices issued to a customer

- (1) Any notice issued to a **customer** under this Part of the **guidelines** should be in writing and include information about how to contact the **retailer** to discuss payment of the debt.
- (2) The following information should be included in at least one notice issued under this Part of the **guidelines**:
  - (a) a statement that, if the **customer** makes contact with the **retailer** before the point of disconnection, the **retailer** will actively work with them to resolve any payment difficulties and avoid disconnection occurring, even if the **customer** has failed to act on prior attempts by the **retailer** to engage with them;
  - (b) information regarding payment options available (which may include Smooth Pay or redirection of income);
  - (c) information regarding the **retailer's** internal dispute resolution process and the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992.
  - (d) details of all fees that should be paid:
    - (i) in the event of **disconnection**; and
    - (ii) if disconnection occurs, in order for the **customer's** premises to be reconnected;
  - (e) contact details of Work and Income; and
  - (f) where to obtain information on how to apply to be recorded as a **medically dependent consumer** and a summary of what it means to be a **medically dependent consumer**.

*Disconnecting reticulated gas at uncontracted premises*

### 35. Disconnection of reticulated gas at uncontracted premises

- (1) A **retailer** should not **disconnect** reticulated **gas** at **uncontracted premises**, unless:

- (a) the **retailer** has confirmed that the premises are not being switched to another **retailer**;
  - (b) the **retailer** has issued a notice to any **residential consumers** at the premises encouraging them to contact a **retailer** to sign up as a new **customer**;
  - (c) the **retailer** has given any **residential consumers** at the premises no less than seven days' notice of **disconnection**;
  - (d) the **disconnection** is to be carried out at a time that would not endanger the wellbeing of any **residential consumer** at the premises (which may require **disconnection** to occur at times other than just before nightfall or during a severe weather event) or at a time at which it would be unreasonably difficult for any **residential consumer** to seek rapid **reconnection** (which may require **disconnection** to occur at times other than after midday on the day before a non-business day, on a non-business day, at night, during a severe weather event or during a civil **emergency**); and
  - (e) the meter can be safely disconnected including in the case of remote **disconnection** of the premises, the **meter** or disconnection device to be used can safely **disconnect** the premises
- (2) Neither subclause (1)(b) nor (1)(c) apply to a **retailer** if:
- (a) the **retailer disconnects reticulated gas** at the **uncontracted premises** within 48 hours of a **customer** vacating the property; or
  - (b) gas consumption data is available for the premises and analysis of that data does not indicate a residential consumer resides at the premises.
- (3) The notices required under subclauses (1)(b) and (1)(c):
- (a) may be provided in the same notice or in separate notices at different times;
  - (b) should be in writing and delivered to the **uncontacted premises connected to reticulated gas**; and
  - (c) should include information about how to contact the retailer to discuss signing up as a new **customer**.
- (4) If a **retailer** is notified that a **medically dependent consumer** may be permanently or temporarily residing at an **uncontracted premises** connected to reticulated **gas**, the **retailer** should use its best endeavours to:
- (a) encourage **residential consumers** residing at that premises to sign up with a **retailer** and avoid **disconnection**; and
  - (b) if the **retailer** has been unsuccessful in encouraging a **residential consumer** to sign up as a **customer**, ensure that **disconnection** occurs in a way that does not endanger the wellbeing of any **medically dependent consumer** residing at that premises.

#### *Restrictions on disconnecting customers*

### 36. Restrictions on disconnecting medically dependent consumers

- (1) Notwithstanding anything else in these **guidelines**, a **retailer** should not **disconnect** a **customer's** premises at which the **retailer** knows a **medically dependent consumer** may be permanently or temporarily residing.
- (2) Subclause (1) does not apply to **emergency disconnections**.

### 37. Restrictions on disconnecting premises

- (1) Notwithstanding anything else in these **guidelines**, a **retailer** should not **disconnect** a **customer's** premises in any of the following circumstances:
  - (a) the **retailer** has failed to take steps to align with any relevant guidelines in this Part of the **guidelines** in relation to that **customer**;
  - (b) the **disconnection** is to be carried out at a time that would endanger the wellbeing of the **customer** or any **residential consumer** at the premises (which may include just before nightfall or during a severe weather event) or at a time at which it would be unreasonably difficult for the **customer** or **residential consumer** to seek rapid **reconnection** (which may include after midday on the day before a non-**business day**, on a non-**business day**, at night, during a severe weather event or during a civil **emergency**);
  - (c) in the case of remote **disconnection** of the premises, the **meter** or disconnection device to be used cannot safely **disconnect** and/or **reconnect** the premises;
  - (d) in the case of **disconnection** for non-payment of an **invoice**, the debt does not relate to **gas** supply (which may include because it relates to telephone or broadband services); and
  - (e) in the case of **disconnection** for non-payment of an **invoice**, the **customer** disputes the charges relating to the **gas** supply and:
    - (i) the **customer** is engaging with the **retailer's** internal dispute resolution process and/or the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992 in good faith;
    - (ii) the dispute is unresolved; and
    - (iii) the **customer** has paid all other charges and parts of any charges relating to **gas** supply that are not disputed (the **retailer** having credited, with the **customer's** agreement, any part-payment to the **gas** supply portion of its **invoice** to a **customer's** non-disputed debt first).
- (2) Subclause (1) does not apply to **emergency disconnections**.

#### *General requirements for reconnection of customers*

### 38. Reconnection required

A **retailer** that **disconnects** a **customer's** premises should **reconnect** those premises as soon as possible and at no cost if:

- (a) the **disconnection** was inadvertent; or
- (b) the **disconnection** of the premises (whether intentional or not) has resulted in a person being without **gas** who:
  - (i) is recorded by that **retailer** as having **medically dependent consumer** status under clause 46; or
  - (ii) has made an application (in any form) for **medically dependent consumer** status, and the **retailer** has not yet decided the application.

### 39. Remote reconnection

A **retailer** should not authorise or carry out remote **reconnection** of a **customer's** premises unless the **retailer** is reasonably satisfied that the premises can be safely **reconnected** remotely (which may include ensuring that the **retailer** is satisfied that relevant **gas** appliances are turned off).

*Process for reconnection of customers*

### 40. Reconnection for payment

A **retailer** should **reconnect** a **customer** whose premises were **disconnected** under this Part of the **guidelines** as soon as reasonably practicable after:

- (a) the **customer** has paid the debt in full; or
- (b) the **customer** has otherwise satisfied the **retailer's** reasonable requirements for **reconnection**.

### 41. Customer care following disconnection

If a **retailer** **disconnects** a **customer** for non-payment of **invoices**, the **retailer** should:

- (a) continue to be responsive if the **customer** contacts the **retailer** seeking further assistance and information on **reconnection**; and
- (b) if the **customer** is still contracted to the **retailer** and has not **reconnected** five **business days** after **disconnection**, contact the **customer** for the purpose of offering assistance and information on **reconnection**, including:
  - (i) reminding the **customer** of the financial mentoring services and **gas** efficiency advice available from one or more **support agencies**; and
  - (ii) where appropriate, offering to refer the **customer**, with the **customer's** agreement, to a **support agency** from which the **customer** could seek assistance with arranging payment of the debt.

### 42. Steps following reconnection

Following the **reconnection** of a **customer** who is **disconnected** for non-payment of **invoices**, the **retailer** should undertake the steps in clause 25 with appropriate modifications.

## Part 8

### Guidelines in relation to medically dependent consumers

#### 43. Purpose of this Part and knowledge of medically dependent consumers residing at customers' premises

- (1) This Part of the **guidelines** requires **retailers** to take specific actions in relation to **customers** and any other residential **consumers** permanently or temporarily residing at a **customer's** premises who are, or may be, **medically dependent consumers**, for the purpose of ensuring that:
  - (a) any **customer** premises at which **medically dependent consumers** reside are not disconnected by their **retailer**; and
  - (b) **medically dependent consumers** receive appropriate care and consideration in relation to planned and unplanned **gas** outages.
- (2) For the purpose of these **guidelines**, a **retailer** is deemed to know that a **medically dependent consumer** may be permanently or temporarily residing at a **customer's** premises if:
  - (a) the **retailer** has recorded that the **customer**, or any other residential **consumer** who permanently or temporarily resides at the premises, has **medically dependent consumer** status under clause 46 of these **guidelines**;
  - (b) the **retailer** has received an application (in any form) from the **customer** or any other residential **consumer** who permanently or temporarily resides at the premises for **medically dependent consumer** status, and the **retailer** has not yet decided the application; or
  - (c) the **retailer** becomes aware of information that a reasonable **retailer** would consider indicates that a **medically dependent consumer** may be residing at those premises.
- (3) **Retailers** should not proactively recommend an **LPG bottle** service to a **customer** if the **customer**, or a **consumer** permanently or temporarily resident at the **customer's** premises, is a **medically dependent consumer**.

#### *Information about medically dependent consumers*

#### 44. Retailers to request and record information about medically dependent consumers

- (1) A **retailer** should request information which the **retailer** reasonably requires to identify whether a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer** when:
  - (a) first signing up a **customer**;
  - (b) contacting a **customer** under clause 19; and
  - (c) communicating with a **customer** who may be experiencing payment difficulties under clause 25.
- (2) A **retailer** may request information under subclause (1) at any other time the **retailer** reasonably considers it appropriate.
- (3) If a **retailer** knows that a **customer** or any other **residential consumer** who permanently or temporarily resides at the **customer's** premises may be a **medically dependent consumer**, the **retailer** should request the following information:
  - (a) the name of that **customer** or residential **consumer**; and

- (b) for residential **consumers**, their communication information as listed under clause 16.
- (4) Whenever a **retailer** receives the information under this clause, the **retailer** should:
  - (a) record such information as is necessary for the **retailer** to align with these **guidelines**; and
  - (b) only use the information to inform the **retailer's** alignment with these **guidelines**.

*Recording and verifying medically dependent consumer status*

**45. Retailer should request application for medically dependent consumer status**

- (1) A **retailer** should, as soon as practicable after it becomes aware of information that a reasonable **retailer** would consider indicates that a **customer** or **residential consumer** who permanently or temporarily resides at a **customer's** premises may be a **medically dependent consumer**, use best endeavours to request that they make an application (in any form) for **medically dependent consumer** status with the **retailer**.
- (2) The **retailer** should advise the **customer** or **residential consumer** under subclause (1) that if the **retailer** does not receive an application (in any form) within a period specified by the **retailer**, which should be least 21 **business days**, the **retailer** may decide to no longer regard that **customer** or **residential consumer** as someone who may be a **medically dependent consumer**.
- (3) Subclause (2) does not apply if the **retailer** records the **customer** or **residential consumer** as a **medically dependent consumer** under clause 46.

**46. Recording medically dependent consumer status**

- (1) Subject to subclause (2), a **retailer** may, at its discretion, record that a **customer**, or **residential consumer** who permanently or temporarily resides at a **customer's** premises, has **medically dependent consumer** status, having regard to the information gathered by the **retailer** in accordance with these **guidelines** or otherwise provided by a **customer**, **residential consumer**, or any third party.
- (2) A **retailer** should record that a **customer**, or **residential consumer** who permanently or temporarily resides at a **customer's** premises, has **medically dependent consumer** status if the **retailer** receives a valid **confirmation of status form** or **reconfirmation form** in relation to that person.

**47. Retailer's guidelines after receiving application for medically dependent consumer status**

- (1) Upon receipt of an application (in any form) for **medically dependent consumer** status in relation to a **customer** or **residential consumer** residing at a **customer's** premises, the **retailer**:
  - (a) should record that the application has been received;
  - (b) should advise the applicant that the **retailer** will:

- (i) record and hold relevant information relating to the application for the purposes described in clauses 43(1)(a) and (b); and
  - (ii) share where necessary information with the relevant **distributor and meter owner** recorded in the **registry** as being responsible for a relevant ICP;
  - (c) may, if appropriate to do so, take reasonable steps to confirm that the applicant is permanently or temporarily resident at the premises;
  - (d) may ask the applicant for a **confirmation of status form** if one has not been provided with the application, provided that, if the **retailer** requests a **confirmation of status form**, it should provide the applicant with the **confirmation of status form** prescribed by the **Gas Industry Co** and advise the applicant that it may decline the application if the applicant fails to provide a valid form; and
  - (e) may, where applicable and if appropriate to do so, take reasonable steps to confirm the validity of the **confirmation of status form**.
- (2) If a **retailer** receives an application for **medically dependent consumer** status but the application does not relate to a **customer's** premises, the **retailer** should, as soon as reasonably practicable:
- (a) use reasonable endeavours to determine who the current **retailer** is for the premises;
  - (b) inform the applicant, or the **health practitioner** who completed the **confirmation of status form** (if a form has been received by the **retailer**), that:
    - (i) the **retailer** is not responsible for the supply of **gas** to the premises; and
    - (ii) if the **retailer** has determined who the responsible **retailer** is under paragraph (a), that **retailer's** name and contact details; and
  - (c) encourage the applicant to contact the responsible **retailer** as soon as practicable.

#### 48. Retailer's guidelines to share information about medically dependent consumers

- (1) If a **retailer** receives an application under clause 47, or otherwise decides to record a **customer** or **residential consumer** as a **medically dependent consumer**, the **retailer** should advise the relevant **distributor** of:
  - (a) as applicable, the application, at the time the **retailer** receives the application;
  - (b) the **retailer's** decision regarding whether to record the applicant as a **medically dependent consumer**, as soon as practicable once the **retailer** has made that decision; and
  - (c) any subsequent change in **medically dependent consumer** status.
- (2) A **retailer** should, if it has not already done so, advise the **distributor** of the matters in subclause (1) (with all necessary modifications) in respect of any **medically dependent consumers** as recorded by that **retailer** at the time this clause comes into effect.



#### 49. Retailer's guidelines in respect of confirmation of status forms

- (1) Where the **retailer** has received a **confirmation of status form**, the **retailer** should record the following information in respect of that **confirmation of status form** and any subsequent **reconfirmation form** received:
  - (a) when the form was received;
  - (b) the name of the **health practitioner** who completed the form;
  - (c) the date on which the form was completed by the **health practitioner**; and
  - (d) the time period to which the **health practitioner's** confirmation given in the form applies, if any period is specified.
- (2) If a **retailer** does not receive a valid **confirmation of status form** after a period of at least 21 **business days** after making a request under clause 47(1)(d), and is considering declining the application under subclause (4), the **retailer** should advise the applicant that:
  - (a) the applicant should provide a valid **confirmation of status form** as soon as practicable;
  - (b) if the **retailer** does not receive a **confirmation of status form** within a period specified by the **retailer**, which should be least 10 **business days**, the **retailer** may decide to decline the application; and
  - (c) the applicant should, as soon as practicable, contact the **retailer** if they are unable to provide a **confirmation of status form** within the period specified in paragraph (b).
- (3) A **retailer** may request the **confirmation of status form** directly from the **health practitioner** who completed the form, if authorised to do so by the applicant.
- (4) If a **retailer** has advised the applicant of the information specified in subclause (2), and has still not received a valid **confirmation of status form** within the period specified in subclause (2)(b), the **retailer** may, after considering any information provided under subclause (2)(c), decline the application to record the applicant has **medically dependent consumer** status.

#### 50. Further guidelines before declining an application

- (1) Before declining an application for **medically dependent consumer** status, other than on grounds that the applicant does not permanently or temporarily reside at a **customer's** premises, a **retailer** should request from the applicant a **confirmation of status form** under clause 47(1)(d).
- (2) Before declining an application for **medically dependent consumer** status on grounds that the **confirmation of status form** is not valid, the **retailer** should take reasonable steps to confirm the validity of the form under clause 47(1)(e).

#### 51. No response to questions

If a **retailer** receives an application for **medically dependent consumer** status but the applicant does not respond to any questions from the **retailer** communicated to the applicant using the applicant's communication information recorded under clause 16 or 44, and does not otherwise communicate with the **retailer** within a



period of at least 21 **business days**, the **retailer** may decline the application to record the applicant has **medically dependent consumer** status.

## 52. Guidelines if retailer declines application for medically dependent consumer status

If a **retailer** declines an application for **medically dependent consumer** status, the **retailer** should:

- (a) notify the applicant as soon as practicable of the **retailer's** decision;
- (b) inform the applicant of how to reapply to be recorded as a **medically dependent consumer**;
- (c) inform the applicant of the dispute resolution process they may follow, including:
  - (i) making a complaint to the **retailer** through the **retailer's** internal dispute resolution process; or
  - (ii) making a complaint to the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992; and
- (d) if a complaint is made under paragraph (c), and the **customer** or **residential consumer** is engaging with the **retailer's** internal dispute resolution process and/or the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992 in good faith, treat the **customer** or **residential consumer** as if they are a **medically dependent consumer** while the dispute is unresolved.

*Reviewing medically dependent consumer status*

## 53. Review of medically dependent consumer status

- (1) A **retailer** may review whether a **customer** or **residential consumer** should continue to be recorded as having **medically dependent consumer** status no more than once in any 12-month period.
- (2) If a **retailer** decides to undertake a review under subclause (1), the **retailer** should contact the **customer** or **residential consumer** to:
  - (a) ask them to advise the **retailer** if:
    - (i) they continue to reside at the premises; and
    - (ii) they still consider themselves a **medically dependent consumer**; and
  - (b) give them an opportunity to provide any further information that they wish to provide regarding whether or not they should continue to be recorded as having **medically dependent consumer** status.
- (3) A **retailer** is not required to contact the **customer** or **medically dependent consumer** in accordance with subclause (2)(a)(ii) if the **retailer** is satisfied that the **customer** or **residential consumer's** medical dependency on **gas** is permanent.
- (4) If having made contact under subclause (2), the **retailer** is informed that the **customer** or **residential consumer** continues to reside at the premises and, if applicable, still considers themselves a **medically dependent consumer**, clauses 47 to 51 apply with all necessary modifications.
- (5) If a **retailer** has previously been provided with a **confirmation of status form** or **reconfirmation form** for that **medically dependent consumer**, the **retailer** may, as

part of a review under subclause (1) and if it reasonably considers it appropriate in the circumstances, request that a **medically dependent consumer** provide the **retailer** with a **reconfirmation form** and provide the applicant with the **reconfirmation form** prescribed by the **Gas Industry Co.**

- (6) If a **retailer** requests a **reconfirmation form** under subclause (5), and a valid **reconfirmation form** is provided, the **retailer** should meet the **customer's** or **residential consumer's** reasonable costs of obtaining that **reconfirmation form**, unless the earlier **confirmation of status form** or **reconfirmation form** had specified a time period to which the **health practitioner's** confirmation given in the form applied, and that period has ended.
- (7) Upon completion of any review under subclause (1), the **retailer** should:
  - (a) notify the **customer** or **residential consumer** of the outcome of that review; and
  - (b) if the **retailer** decides that the **customer** or **residential consumer** should no longer be recorded as having **medically dependent consumer** status:
    - (i) inform them of the matters in clauses 52(b) and (c);
    - (ii) provide them with two weeks' notice before removing their **medically dependent consumer** status; and
    - (iii) if a complaint is made through the **retailer's** internal dispute resolution process or to the dispute resolution scheme identified under clauses 43E to 43EC of the Gas Act 1992 and the **customer** or **residential consumer** is engaging with that process in good faith, treat them as if they are a **medically dependent consumer** while the dispute is unresolved.

*Providing advice in relation to medically dependent consumers*

#### 54. Advice regarding individual emergency response plans

As soon as a **retailer** knows that a **customer**, **residential consumer** considering entering into a contract with the **retailer**, or any other **residential consumer** who permanently or temporarily resides at the premises of such persons may be a **medically dependent consumer**, the **retailer** should advise the **customer** or **residential consumer**:

- (a) that the supply of **gas** cannot be guaranteed; and
- (b) of the importance of the **customer** or **residential consumer** arranging for the development of an individual **emergency** response plan.

*Retailers' arrangements with distributors and meter owners*

#### 55. Coordinating planned service interruption or disconnection

- (1) Where a **retailer** has advised a **distributor** of an application or a decision to record a person as a **medically dependent consumer** under clause 48, the **retailer** and the **distributor** should use reasonable endeavours to agree processes to coordinate with each other on planned service interruptions and **disconnections** that will affect those **medically dependent consumers**.

- (2) Each **retailer** that has an arrangement with a **meter owner** should use reasonable endeavours to ensure their service level agreements with a **meter owner** prevent the **meter owner**, having regard to any applicable health and safety requirements, from:
  - (a) **disconnecting** the **retailer's customer** without explicit instruction or agreement from the **retailer**; or
  - (b) as far as reasonably practicable, varying the date or materially varying the time of an agreed **disconnection** or **reconnection**.

*When a residential consumer nominates an alternate contact person*

#### 56. Retailers to contact alternate contact person

If a **residential consumer** nominates an **alternate contact person** under clause 44(3)(b), the **retailer** may contact that **alternate contact person** if the **retailer** is unable to contact the **residential consumer**.

*When a person may no longer be considered a medically dependent consumer*

#### 57. Circumstances where customer or residential consumer may no longer be considered a medically dependent consumer

- (1) A **retailer** may no longer regard a **customer** or residential **consumer** as someone who may be a **medically dependent consumer** in any of the following circumstances:
  - (a) where the **customer** or residential **consumer** requests that they no longer be regarded as a **medically dependent consumer**;
  - (b) where the **customer** or residential **consumer** no longer receives **gas** from the **retailer**;
  - (c) where a **retailer** has complied with clause 45, and has not received an application (in any form) for **medically dependent consumer** status within at least 21 business days of attempts to contact that **customer** or residential **consumer**; and
  - (d) where the **retailer** has validly declined an application for **medically dependent consumer** status under this Part of the **guidelines**.
- (2) If a **retailer** no longer regards a **customer** or residential **consumer** as someone who may be **medically dependent consumer** in the circumstances listed in subclause (1)(a), (b) or (c), the **retailer** should:
  - (a) notify the **customer** and/or residential **consumer** as soon as practicable of the **retailer's** decision; and
  - (b) inform them of the matters in clauses 52(b) and (c).

## Part 9

### Fees and bonds

## 58. Purpose of this Part

This Part of the **guidelines** contains guidelines for **retailers** concerning **fees**, **bonds** and **conditional discounts** to ensure they are reasonable.

## 59. Requirement to disclose information on fees, conditional discounts and bonds

Each **retailer** should clearly disclose:

- (a) information on all fees, conditional discounts and bonds that may be available to or payable by customers; and
- (b) if applicable, the method or calculation and the maximum limit of that fee under clause 57.

### *Fees*

## 60. Retailers to make customers aware of fee amounts

A **retailer** should only charge a **customer** a **fee** where the **retailer** is reasonably satisfied, before charging that **fee**, that the **customer** is aware of the amount of the **fee**.

## 61. Fees to have maximum limit

Any **fee** which a **retailer** determines via a method or calculation should where practicable include a stated maximum limit.

## 62. Fees should be reasonable

- (1) Any **fee** charged by a **retailer** to a **customer** should:
  - (a) not exceed reasonable estimates of the costs the **fee** is identified as contributing to; and
  - (b) otherwise be reasonable, taking into account the need to strike an appropriate balance between precision, and administrative and practical efficiency.
- (2) A **fee** should not:
  - (a) be used to offset future costs; or
  - (b) attempt to recover any deficit that may have arisen because of previous under recovery.

### *Conditional Discounts*

## 63. Retailers to make customers aware of conditional discounts

A **retailer** should use reasonable endeavours to ensure that **customers** are aware of the amount of any **conditional discount** available and how a **customer** can receive that **conditional discount**.

#### 64. Conditional discounts should be reasonable

Any **conditional discount** offered by a **retailer** to a **customer** should reflect a reasonable estimate of the costs incurred, or likely to be incurred, by the **retailer** as a result of a **customer** not meeting the **payment conditions**.

#### *Bonds*

#### 65. Retailer's guidelines regarding bonds

- (1) Any **bond** required by a **retailer** should be reasonable, taking into account a reasonable estimate of the **customer's** expected invoice amount for a billing cycle.
- (2) A **retailer** should refund any **bond** no later than after the expiry of a 12-month period of the **customer** paying all **invoices** on time.

## About Gas Industry Co

Gas Industry Co is the **gas** industry body and co-regulator under the Gas Act. Its role is to:

- Develop arrangements, including regulations where appropriate, which improve:
  - the operation of **gas** markets;
  - access to infrastructure; and
  - **consumer** outcomes;
- Develop these arrangements with the principal objective to ensure that **gas** is delivered to existing and new **customers** in a safe, efficient, reliable, fair and environmentally sustainable manner; and
- Oversee compliance with, and review such arrangements.

Gas Industry Co is required to have regard to the Government's policy objectives for the **gas** sector, and to report on the achievement of those objectives and on the state of the New Zealand **gas** industry.

SUBMISSIONS CLOSE:  
MONDAY 29 SEPTEMBER 2025

SUBMIT TO:  
[consultations@gasindustry.co.nz](mailto:consultations@gasindustry.co.nz)

ENQUIRIES:  
[info@gasindustry.co.nz](mailto:info@gasindustry.co.nz)