



Gas Consumer Care Guidelines

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Gas Industry Co.



Explanatory note

These Gas Consumer Care Guidelines guide gas retailers in helping residential gas consumers minimise harm caused by insufficient access to gas or by payment difficulties in relation to the supply of gas.

Context and scope

These guidelines have been developed by Gas Industry Company Limited in consultation with gas industry participants and are intended to better align the gas industry's processes with equivalent arrangements in the electricity industry.

These guidelines have been developed in response to the Government's objective for the gas industry in the Government Policy Statement on Gas Governance - *"To ensure that gas is delivered to existing and new customers in a safe, efficient, fair, reliable and environmentally sustainable manner"*.

Alignment with these guidelines

Alignment with these guidelines is voluntary.

To assist parties to align with these guidelines, Gas Industry Co has published the following documents available on its website:

1. A template Gas Consumer Care Policy for Retailers.
2. A template Notice of Potential Medically Dependent Consumer (MDC) Status form.

Gas Industry Co will undertake an assessment of retailers' alignment with these guidelines. The first assessment for dual fuel (gas and electricity) retailers will take place 12 months after publication of these guidelines. Compliance of stand-alone gas retailers will be assessed 24 months after publication.



Contents

GAS CONSUMER CARE GUIDELINES	4
1) Purpose	5
2) Scope	5
3) Principles	6
4) Retailers to publish a consumer care policy	6
5) Information and records relating to consumer care	7
6) When a customer signs up to, or is denied a contract	7
7) Account management	8
8) Payment issues	9
9) Disconnection	10
10) Additional recommendations for medically dependent consumers	12
11) Reconnection	17
12) Fees and bonds	17
13) Information disclosure and monitoring	17
GAS CONSUMER CARE GUIDELINES GUIDANCE NOTES	19



Gas Consumer Care Guidelines

Definitions

"alternate contact person" means a person who has been authorised by a customer, or an MDC or unverified MDC who permanently or temporarily resides at the customer's premises, to operate as either the primary contact person for the customer or as an alternate contact person if a Retailer is unable to contact the customer. The alternate contact person must be independent of the Retailer.

"consumer" means an end user of gas and distribution services used fully or partly for domestic (residential) purposes.

"customer" means a person who has entered into a contract with a Retailer for the supply of Gas, other than for resupply, and/or the provision of distribution services, where the Gas supplied to the customer's premises is used fully or partly for residential uses.

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

"Gas" means natural gas or LPG.

"Gas Distributor" means a "gas distributor" as defined in the Gas Act 1992.

"Gas Switching Rules" means the Gas (Switching Arrangements) Rules 2008.

"GP" means general medical practitioner.

"Guidelines" means these Gas Consumer Care Guidelines.

"health practitioner" or **"HP"** means a person who is, or is deemed to be, registered with an authority as a practitioner of a particular health profession, provided the authority is a body corporate appointed, by or under, the Health Practitioners Competence Assurance Act 2003, as the body that is, in accordance with the Health Practitioners Competence Assurance Act, responsible for the registration and oversight of practitioners of a particular health profession.

"HP Notice" means a notice completed by a health practitioner with an appropriate scope of practice, as that term is defined in section 5 of the Health Practitioners Competence Assurance Act 2003, which verifies that a person is a medically dependent consumer. The standard form of HP Notice is available on the Gas Industry Company's website.

"LPG Bottle" means a 45kg LPG bottle.

"LPG Retailer" means any person who supplies LPG to a customer by reticulated distribution network or in LPG Bottles.

"medically dependent consumer" or **"MDC"** means a residential consumer, whether a customer of a Retailer or a person permanently or temporarily resident at a residential customer's premises, who depends on Gas for critical medical support, such that loss of Gas may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on Gas could be for use of medical or other Gas equipment needed to support the critical medical

treatment regime (e.g., where hot water, medically-required heating or medically required refrigeration are required as part of a critical medical treatment regime).

"metering service provider" means the provider of Gas metering services to a Retailer.

"Natural Gas Retailer" means any person who supplies natural gas to a customer.

"Retailer" means a gas retailer (natural gas or LPG) as defined in the Gas Act 1992.

"social agency" means a government agency with a statutory function or role to assist low-income consumers or consumers facing payment difficulties.

"support person" means a person who has been authorised by a customer, or an MDC who permanently or temporarily resides at a customer's premises, to assist the customer or MDC with any issues related to the customer's Gas supply. The support person must be independent of the Retailer.

"support agency" means a non-government agency that offers assistance to low-income consumers or consumers facing payment difficulties, including in relation to budgeting, financial assistance, energy efficiency, and counselling.

"uncontracted premises" means any residential premises that a Retailer is supplying Gas to, without a current Retailer supply contract.

"unverified MDC" means:

- (a) a person who has applied for MDC status but a decision on the application has not yet been made in accordance with clause 10) by the Retailer to whom the application was made; or
- (b) a person whom a Retailer believes could be an MDC, unless the Retailer has made reasonable efforts to contact the person in accordance with clause 10) k) and the person has not made an application for MDC status.

1) Purpose

- (a) The purpose of these Guidelines is to guide Retailers in helping residential Gas consumers minimise harm caused by insufficient access to Gas or by payment difficulties in relation to the supply of Gas.
- (b) These Guidelines should always be read to favour an outcome that achieves their purpose.

2) Scope

- (a) These Guidelines apply to all Retailers selling natural gas, reticulated LPG and/or LPG Bottles to customers.
- (b) Compliance with these Guidelines is voluntary.
- (c) Gas Industry Company's Retail Gas Contracts Scheme Benchmarks (as restated and amended) (Retail Gas Contract Benchmarks) remain in effect. Retailers must ensure their residential consumer contracts comply with Gas Industry Company'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.

3) Principles

- (a) Retailers should engage with customers in a manner consistent with the following four principles (Principles):

Consumer care:

- (i) Retailers will work to minimise the harm caused by a customer losing access to Gas (including by disconnection of natural gas, or disconnection and repossession of LPG Bottles).
- (ii) Customers facing difficulties paying for Gas supply should be supported by their Retailer, including by helping:
 - (1) customers to be on the most appropriate pricing plan and payment plan; and
 - (2) prevent customers accumulating debt over Gas supply.
- (iii) Retailers will seek to keep customers connected, avoiding disconnection for an unpaid Gas invoice, by implementing these Guidelines, and only use disconnection (or disconnection and repossession) as a last resort measure and only in relation to a customer's undisputed debt over Gas supply.

Positive consumer and retailer engagements:

- (iv) Retailers will engage with customers and persons permanently or temporarily resident at such a customer's premises, with care and respect.
- (v) Consumers interacting with Retailers should receive at least a minimum standard of treatment regardless of the Retailer and regardless of whether they are a customer of the Retailer.
- (vi) Customers should engage with Retailers in good faith and respond to Retailer communications to avoid or minimise non-payment issues.

Retailers have a right to be paid for services delivered and competition and innovation are supported:

- (vii) Retailers are entitled to be paid for Gas services supplied to a customer.
- (viii) Retailers operate on a level playing field where all competitors align with these Guidelines.
- (ix) These Guidelines should not place undue costs or constraints on Retailers, or limit competition or innovation.
- (x) Retailers have clear, predictable, consistent and effective processes and interfaces to use when engaging with support/social agencies and health agencies about matters covered by these Guidelines.

Monitoring performance:

- (xi) Retailers should reasonably cooperate with Gas Industry Company to ensure efficient and effective monitoring of compliance with these Guidelines.

4) Retailers to publish a consumer care policy

- (a) Retailers should publish a consumer care policy, which:

- (i) explains the arrangements they have in place or are putting in place, and the actions they are undertaking to:
 - (1) achieve the Principles; and
 - (2) align with these Guidelines; and
 - (ii) commits the Retailer to:
 - (1) working with its customers in a respectful, collaborative and constructive manner, recognising the contribution of Gas supply to the wellbeing of consumers;
 - (2) having timely and clear communications with consumers;
 - (3) seeking customer agreement for referrals to support/social agencies should the customer experience payment difficulties; and
 - (4) clearly explaining in a prominent place all fees, conditional discounts and bonds charged by the Retailer to the customer.
- (b) Retailers should review and, as reasonably appropriate, update their consumer care policy at least every two years.

5) Information and records relating to consumer care

- (a) Retailers should have and use processes and systems to request, record, allow them to access and ensure that they use information on customers' communication preferences (communication type and method, timing and language), invoicing preferences (frequency, timing and communication means) and alternate contact person and support person communication details.
- (b) Retailers should have and use processes and systems to record, allow them to access, and ensure that they use, information that relates to a customer's potential to experience payment difficulties and/or harm arising from difficulty accessing Gas (including by disconnection of natural gas, or disconnection or repossession of LPG Bottles).

6) When a customer signs up to, or is denied a contract

- (a) Retailers should make information easily available so that persons signing up to the Retailer, or considering doing so, are able to make informed decisions.
- (b) Retailers should advise each prospective customer of the range of Gas supply plans (natural gas and LPG) and solutions available from the Retailer, and help each person understand which of the Retailer's Gas offerings best meet the person's needs.
- (c) If a customer nominates an alternate contact person, Retailers should seek the contact person's agreement to act in that capacity.
- (d) Retailers should reasonably satisfy themselves that new customers have reviewed the Retailer's terms and conditions, and agree to the same.
- (e) Each Retailer should advise new customers of the existence of the Retailer's consumer care policy and the Retailer's commitment to offer support if the customer faces payment difficulties.

- (f) Retailers considering entering a consumer contract with any person enquiring with the Retailer should carefully consider all relevant information rather than just the person's credit record.
- (g) Retailers that decide not to enter a consumer contract with a person enquiring with the Retailer should:
 - (i) advise the person of the reason for the Retailer's non-supply decision; and
 - (ii) reasonably support the person to find an alternative Retailer, or if the person indicates that they are struggling to find a Retailer, refer the person to a reputable support/social agency.
- (h) Retailers should advise each new customer of the process that will be followed if a Gas invoice is not paid when due and the customer does not engage with the Retailer about payment.
- (i) For LPG Bottle customers, LPG Retailers should advise customers:
 - (i) of any cost difference between the Retailer's post-pay and pre-pay LPG Bottle payment arrangements, including, but not limited to, fees, bonds, equipment charges and the cost of Gas purchased under each arrangement;
 - (ii) the customer's obligations and liability in relation to the Retailer's LPG Bottles supplied to the customer including the Retailer's rights to repossess its LPG Bottles (and how any LPG contained within such bottles at the time of repossession is dealt with); and
 - (iii) that when the pre-paid LPG Bottle is used up, resupply will only occur if an order is placed and pre-payment for the replacement LPG Bottle is received (and in the absence of resupply, the customer will cease to have access to LPG).

7) Account management

- (a) Retailers should interact at least annually with each of their customers and:
 - (i) mention that the customer can request access to consumption data; and
 - (ii) advise the customer of the existence of the Retailer's consumer care policy; and
 - (iii) confirm the consumer information recorded by the Retailer in accordance with clause 5) remains current.
- (b) If a customer enquires about changing a pricing plan, Retailers should notify the customer of the range of Gas pricing plans and payment plans the Retailer offers.
- (c) Retailers should, if they become aware that a customer's nominated alternate contact person no longer agrees to act in that capacity, inform the customer of this.
- (d) 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 and charges for invoicing.
- (e) Retailers should prepare plain English, easy to understand Gas invoices.

8) Payment issues

- (a) For customers on a monthly invoice cycle, Retailers should follow the process set out below when a customer has missed a payment, with each step occurring on or after the number of days specified from the invoice date:

Day 1: Invoice issued, allowing a minimum of 14 days for payment.

Day 14: On, or any time after day 14, if payment has not been made, the Retailer may issue a late payment notice or a reminder notice to the customer as soon as payment is overdue and start the recommended actions in clause 8 c). The late payment notice should have the purpose of engaging the customer to resolve the payment issue and avoid disconnection, and describe the actions the customer can take to avoid disconnection.

Day 21: If payment has not been made, from day 21 the Retailer should make at least three separate attempts to contact the customer via both the customer's preferred communication channel and their alternate contact person (if provided under clause 5)) for the purpose of seeking payment and avoiding disconnection (including describing the actions the customer can take to avoid disconnection). The contact attempts should ideally be at different times of the day and spread over a period of more than seven days.

Day 24: If payment has not been made, nor contact made by the customer, at or after day 24, the Retailer should use the remaining contact attempts to also discuss the customer's situation and payment options and actions to avoid disconnection. This timing allows six days for receipt of late payment notice and four days for a response.

- (b) For customers on a non-monthly invoice cycle, the timing of each step above may be proportionally altered to align with the above step duration.
- (c) Retailers should, for a customer not on a payment plan, who is in payment arrears and/or is having payment difficulties:
- (i) clearly communicate its willingness to engage with the customer to resolve the payment issue by finding a suitable payment plan;
 - (ii) encourage the customer to engage with the Retailer over resolving the payment difficulties;
 - (iii) confirm the situation is not yet at the disconnection stage and the steps that the Retailer will go through to assist the customer to make payments for the supply of Gas and avoid disconnection; and
 - (iv) provide such advice (or reference to suitably qualified, independent advice) on budgeting, energy efficiency, suitable Gas tariffs available from the Retailer, and Government social and support agencies, reasonably considered to be of benefit to the customer.
- (d) Retailers should work towards having the capability to reasonably monitor customers' Gas consumption via the consumption data normally collected by Retailers with the aim of helping the Retailer anticipate which customers may be about to be, or are already experiencing, payment difficulties, and proactively engage with customers based on such insight to help ensure customers receive appropriate support and advice.

- (e) Retailers should, within a reasonable time of a customer falling behind in their repayments under an agreed repayment plan, contact the customer to understand the reason for non-payment, offer to review the repayment plan to align with what the customer can reasonably afford and offer to refer the customer to reputable support/social agencies offering budgeting and energy efficiency advice.

9) Disconnection

- (a) Retailers should make sure they have followed the recommendations set out in clause 8) before carrying out the recommended actions in this clause 9).
- (b) The recommendations in this clause 9) shall not apply in the event a Gas disconnection is required for the purpose of responding to an emergency.
- (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 bottle.

Disconnection for non-payment of an invoice

- (d) Retailers may only commence the notification process for disconnecting a customer's premises, or disconnecting and repossessing LPG Bottles, for non-payment of a Gas invoice if:
 - (i) the Retailer's invoices to the customer are overdue for payment; and
 - (ii) for non-payment of an invoice based on an estimated reading, the retailer reasonably considers that the estimated reading is a reasonable estimate of actual consumption, and:
 - (1) an accurate meter reading is not available due to a customer obtaining Gas in breach of the Retailer's terms and conditions; or
 - (2) the customer is denying the Retailer reasonable access to the metering installation; or
 - (3) the Retailer cannot get reasonably safe access to the metering installation despite its reasonable efforts; and
 - (iii) the Retailer has made reasonable but unsuccessful attempts to engage with the customer under clause 8) to arrange payment or discuss a repayment plan (including the provision of budgeting and energy efficiency advice, as reasonably appropriate), or the customer is not adhering to an agreed debt plan that, over time, is reducing the customer's debt; and
 - (iv) the Retailer has the contractual right to disconnect the premises or disconnect and repossess LPG Bottles; and
 - (v) the Retailer has taken all reasonable actions to make sure the customer, or any consumer permanently or temporarily resident at the customer's premises, is not, or may not be, an MDC or an unverified MDC; and
 - (vi) the disconnection is not reasonably likely to endanger the wellbeing of the customer or any consumer at the premises being disconnected; and

- (vii) the debt due relates to Gas supply (e.g., it does not relate to electricity, telephone, broadband or other services); and
 - (viii) there is no genuine dispute between the Retailer and the customer (of which the Retailer has been notified).
- (e) Before disconnecting a customer for non-payment of a Gas invoice, a Retailer must:
- (i) make reasonable attempts to inform the customer and, if applicable, the customer's alternate contact person, of the pending disconnection, including using and successfully completing a traceable form of contact at least once (e.g. an electronic read/viewed receipt or courier letter requiring a signature); and
 - (ii) issue the customer with notices of disconnection, which should be provided at least 44 days after the invoice was issued; with the first notice provided at least seven days before the disconnection and the second at least 24 hours before the disconnection (for customers on a non-monthly invoice cycle, the timing of each step may be proportionally altered to align with these step durations).

Disconnection of reticulated gas at uncontracted premises

- (f) Retailers may only commence the notification process for disconnecting reticulated Gas at uncontracted premises, if:
- (i) the Retailer has reasonably satisfied itself that a consumer is unlikely to be in occupation of the premises, or if Gas consumption data indicates to the Retailer that a consumer is likely to be in occupation of the premises, the Retailer has first made reasonable efforts to contact the consumer and, if applicable, the consumer's alternate contact person, about the pending disconnection; and
 - (ii) the Retailer has confirmed the premises are not being switched to another Retailer (with a switch date effective at the start of the consumer's occupancy); and
 - (iii) the Gas meter can be safely disconnected; and
 - (iv) the Retailer has satisfied itself, acting reasonably, that disconnection of the premises will not disconnect an MDC or an unverified MDC.

Communications regarding disconnection

- (g) Retailers should make sure that the content of any notice or final notice of disconnection for non-payment or for non-registration of any premises to which the Retailer supplies Gas, aims to engage the customer, or consumer, to resolve the non-payment issue by containing at least the following information:
- (i) a description of the actions the customer or consumer can take to avoid disconnection;
 - (ii) the contact details necessary for payment of some, or all, of the debt;
 - (iii) payment options available (e.g., smooth pay or redirection of income);
 - (iv) details of the Retailer's dispute resolution process and the contact details of Utilities Disputes;
 - (v) details of all the charges, fees and penalties that must be paid, if disconnection and reconnection occur, in addition to charges for Gas supply;

- (vi) the contact details of Work and Income or other support/social agencies that can help the customer to pay their Gas invoice;
 - (vii) the contact details of one or more reputable budgeting advice agencies (one of which must be funded by the Ministry of Social Development); and
 - (viii) where to obtain information on applying to have MDC status and a summary of what it means to be an MDC.
- (h) Retailers should satisfy themselves that any of their representatives who visit a customer's premises or a consumer's uncontracted premises for the purpose of contacting the consumer about the non-payment of Gas or to make a disconnection/repossession:
- (i) make a reasonable effort to contact the customer or any consumer at the premises (unless there is a health and safety risk to the representative or the customer or consumer);
 - (ii) advise the customer or consumer at the premises to contact the Retailer, including, if necessary, provide information to the consumer to help them to do this;
 - (iii) informing the customer or consumer that, if they make contact with the Retailer at any point before disconnection, the Retailer should actively work with the customer or consumer to avoid disconnection occurring, even if customer or consumer has failed to act on prior attempts by the Retailer to engage with them;
 - (iv) provide information to the customer or consumer at the premises regarding reputable support/social agencies offering budgeting and energy efficiency advice; and
 - (v) make a reasonable effort to ascertain and consider whether there are any reasons why the disconnection should be put on hold (e.g., there is, or may be, a MDC or an unverified MDC at the premises, there is a dispute in progress between the customer and the Retailer, or the customer provides reasonable evidence to show they are making genuine efforts to arrange payment of the debt).

10) Additional recommendations for medically dependent consumers

- (a) Retailers should have and use processes and systems to request and record sufficient information on MDCs and unverified MDCs to make sure, as far as practicable, that no premises at which an MDC permanently or temporarily resides is disconnected, or LPG Bottles at the premises at which an MDC or unverified MDC permanently or temporarily resides, are disconnected and repossessed, for reasons of non-payment of a debt to the Retailer, or the consumer obtaining Gas services by or involving deception, and in particular:
- (i) the Retailer should request and record information on whether a customer or consumer permanently or temporarily resident at the customer's premises:
 - (1) is potentially medically dependent; and

- (2) is verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice; and
- (ii) if a customer or a consumer permanently or temporarily resident at the customer's premises is or could be an MDC or unverified MDC, the Retailer should collect the following information:
 - (1) the name of the actual/unverified MDC; and
 - (2) the name of the actual/unverified MDC's GP; and/or
 - (3) where it has occurred, the name of the health practitioner with an appropriate scope of practice who has verified the customer or consumer permanently or temporarily resident at the customer's premises as medically dependent by completing a valid HP Notice; and
 - (4) where it has occurred, the date on which the valid HP Notice was issued, and any review or termination date contained in the HP Notice.
- (b) Retailers should, for MDCs and unverified MDCs who are a customer of the Retailer, have and use processes and systems to request, record, allow them to access and ensure the use of information on the communication and invoicing preferences of the MDC/unverified MDC in accordance with clause 5) of these Guidelines.
- (c) Retailers should, for MDCs and unverified MDCs who are not a customer of the Retailer but are permanently or temporarily resident at the premises of a customer of the Retailer, have and use processes and systems to request and record information on the communication preferences of the consumer or the consumer's alternate contact person in accordance with clause 5) of these Guidelines.
- (d) Where an MDC who is not a customer, or an unverified MDC who is not a customer, has nominated:
 - (i) a support person, the Retailer should contact the MDC/unverified MDC directly; and
 - (ii) an alternate contact person as the primary contact, the Retailer should initially contact the MDC/unverified MDC via the alternate contact person, and only revert to contacting the MDC/unverified MDC directly if the Retailer cannot contact them via the alternate contact person.
- (e) Retailers should:
 - (i) seek to make sure customers are aware of and agree to the obligation (if created via the Retailer's terms and conditions) to inform the Retailer if the customer, or a consumer permanently or temporarily resident at the customer's premises, is an MDC or an unverified MDC; and
 - (ii) have a process to confirm MDCs are verified as medically dependent via a HP Notice completed by a health practitioner with an appropriate scope of practice, noting Retailers may choose to verify a customer's MDC status if the customer falls into payment arrears.
- (f) If a customer or a consumer permanently or temporarily resident at the customer's premises is an MDC, Retailers should advise the customer that the supply of Gas to the

premises cannot be guaranteed and that the MDC needs to develop an individual emergency response plan to use during any Gas outages.

- (g) 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 an MDC or an unverified MDC.
- (h) Retailers may agree to providing an LPG Bottle service for the premises of an MDC or an unverified MDC if requested to do so by the customer at the premises. This is to avoid discriminating against MDCs wanting an LPG Bottle service. However, the Retailer should:
 - (i) suggest the MDC or unverified MDC first discusses the LPG Bottle service option with their health practitioner (on the basis that a bottled LPG service shall automatically be interrupted on the LPG Bottle running out of LPG); and
 - (ii) make sure the MDC or unverified MDC understands the risk of there being no LPG supply if the LPG Bottle runs out of LPG.
- (i) Retailers should use reasonable endeavours to make sure:
 - (i) they have effective and agreed processes with Gas Distributors to support and prompt a Gas Distributor to:
 - (1) coordinate with Retailers for a planned Gas outage or disconnection, if Retailers notify the distributors of any MDCs or unverified MDCs on the Gas Distributor's network; and
 - (2) not vary the time or date of a planned Gas outage or disconnection without conferring with the Retailers whose MDC or unverified MDC customers or consumers are affected; and
 - (ii) their service level agreements with metering service providers (MSP) prevent the MSP, subject to health and safety requirements, from:
 - (1) disconnecting a Retailer's customer without the express consent of the Retailer; and
 - (2) varying the date or materially varying the time of a consented disconnection.
- (j) Retailers may, at their discretion and subject to the customer's agreement, allocate the status of MDC to a customer who may be medically dependent or to the customer's premises if a consumer who permanently or temporarily resides there may be medically dependent. The Retailer's view may be based on information gathered under these Guidelines, provided by an unverified MDC, the customer, a consumer permanently or temporarily resident at the customer's premises, or a third party.
- (k) Retailers should make all reasonable efforts to contact, as soon as practicable, a customer, or a consumer permanently or temporarily resident at a customer's premises, who the Retailer believes could be an MDC, to obtain an application, in any form, for MDC status from the customer or consumer resident at the customer's premises.
- (l) Retailers should, upon receipt of an application for MDC status from a customer or a consumer permanently or temporarily resident at the customer's premises:
 - (i) confirm the Retailer is responsible for supplying Gas services to the premises; and

- (ii) if the Retailer is responsible for supplying Gas services to the premises:
 - (1) ask for the unverified MDC's consent to record and hold relevant information relating to the MDC application and to advise the relevant Gas Distributor and MSP of relevant information (since these parties can disconnect the unverified MDC's premises); and
 - (2) put in its records the application for MDC status; and
 - (3) confirm that the unverified MDC is permanently or temporarily resident at the premises; and
 - (4) ask the unverified MDC for a valid HP Notice if one has not been provided with the application for MDC status; and
 - (5) where applicable, confirm the validity of the HP Notice held by the unverified MDC; and
 - (6) if the unverified MDC's consent has been given, advise the relevant Gas Distributor and MSP of the application at the time of receipt and at the time of approval, using standard New Zealand Gas industry protocols and in compliance with all relevant law.

- (m) Natural Gas Retailers should, if they are not the responsible retailer under the Gas Switching Rules for the premises an unverified MDC permanently or temporarily resides at:
 - (i) make reasonable attempts to determine who the current retailer is for the premises and advise the unverified MDC of the retailer's name and contact details; and
 - (ii) encourage the unverified MDC to contact the appropriate retailer as soon as practicable.

- (n) Retailers may, if an unverified MDC does not provide a valid HP Notice verifying MDC status, after a period of at least 21 business days after making a request under clause 10) l) (ii)(4):
 - (i) request the valid HP Notice directly from the District Health Board, private hospital, GP or health practitioner the unverified MDC says provided the HP Notice if the unverified-MDC has provided appropriate consent and contact details; or
 - (ii) if the unverified MDC has not provided appropriate consent or contact details, advise the unverified MDC they should obtain the valid HP Notice from the relevant health practitioner that issued the HP Notice as soon as practicable.

- (o) Retailers should advise unverified-MDCs who do not agree to the Retailer recording and holding information relevant to the application and/or HP Notice, or who do not provide a valid HP notice within the time frame set out in clause 10) n):
 - (i) that the Retailer may not be required to treat the unverified-MDC as an MDC/unverified MDC; and
 - (ii) that the unverified-MDC should, as soon as practicable, inform the relevant health practitioner that the retailer may not be required to treat the unverified-MDC as an MDC/unverified-MDC.

- (p) Retailers should advise an unverified-MDC that their application has not been approved if, within a period of at least 21 business days of a Retailer making a request, the unverified MDC does not respond to queries from the Retailer sent via the agreed method of communication between the Retailer and the unverified MDC.
- (q) Retailers should, if the HP Notice for a customer, or a consumer permanently or temporarily resident at the customer's premises, is not current or is potentially invalid, have and follow a process to review and confirm the MDC status of the customer or consumer resident at the customer's premises.
- (r) Retailers may choose to confirm the validity of a HP Notice verifying a customer or a consumer permanently or temporarily resident at the customer's premises as medically dependent. This should be no more frequently than once every 12 months unless the HP Notice is valid for less than 12 months or has no expiry date on its validity or the Retailer, acting reasonably, has good reason to believe an MDC should not have MDC status.
- (s) Retailers should explain to an unverified MDC that the unverified MDC and Retailer each pay their own costs associated with the unverified MDC gaining MDC status.
- (t) If a Retailer wishes while an HP notice remains in force to confirm or reconsider the MDC status of a customer, or a consumer permanently or temporarily resident at a customer's premises, the Retailer should reimburse the customer or consumer resident at the customer's premises for the reasonable costs incurred if the Retailer confirms the customer's or consumer resident at the customer's premises MDC status.
- (u) Retailers that do not agree an MDC or an unverified MDC is medically dependent should inform the MDC/unverified MDC of the Retailer's view and:
 - (i) advise the MDC/MDC applicant of the dispute process the MDC/unverified MDC may follow, including:
 - (1) making a complaint to the Retailer through the Retailer's dispute resolution process; and
 - (2) making a complaint to Utilities Disputes if the MDC/unverified MDC considers its dispute remains unresolved following the conclusion of the Retailer's dispute resolution process; and
 - (ii) if a complaint is made, treat the premises where the MDC/unverified MDC permanently or temporarily resides as housing an MDC for at least the duration of the dispute concerning the MDC's/unverified MDC's status as an MDC.
- (v) Retailers should:
 - (i) make all reasonable efforts to confirm whether an MDC or unverified MDC is permanently or temporarily resident at a customer's premises which the Retailer intends to disconnect; and
 - (ii) not disconnect a post-pay Gas customer's premises for non-payment of debt even where Gas supply services were obtained by deceptive means if an MDC or unverified MDC is permanently or temporarily resident at the premises, including where the customer or consumer permanently or temporarily resident at the customer's premises:
 - (1) has been confirmed as medically dependent by the Retailer; and

(2) has applied to the Retailer for MDC status.

- (w) Retailers should use reasonable endeavours to make sure they have effective and agreed processes with Gas Distributors to support and prompt a Gas Distributor undertaking a disconnection of a domestic premises in an emergency, if practicable, safe and if there is sufficient time, to proceed with the disconnection only if:
- (i) no consumers are at the premises or the distributor receives no response to its reasonable attempts to contact persons at the premises during the distributor's onsite visit(s); and
 - (ii) the distributor has advised any MDCs at the premises of the reason for the disconnection and has advised any such MDCs to enact their individual emergency response plan.

11) Reconnection

- (a) Retailers that disconnect Gas at a customer's premises or disconnect and repossess LPG bottles from a customer's premises should reconnect Gas to those premises or resupply and reconnect LPG Bottles to those premises as soon as reasonably practicable, if:
- (i) the disconnection or repossession was inadvertent or in breach of the Retailer's terms and conditions (in which case the reconnections shall be at no cost to the customer); or
 - (ii) the disconnection or repossession was for either non-payment of debt or a material breach of the Retailer's conditions for supply of Gas, and the customer has satisfied the Retailer's (reasonable) requirements for reconnection/resupply.
- (b) Remote Gas reconnections should only occur if the Retailer can reasonably satisfy itself that the reconnection can be completed safely.
- (c) A Retailer should, within a reasonable period, revisit support options with a customer that remains disconnected and remains contracted to that Retailer.

12) Fees and bonds

- (a) Retailers should, in their consumer care policy, provide easy-to-understand detailed information on all fees, charges (including disconnection and reconnection charges), conditional discounts and bonds charged or made available to customers, even if the Retailer has published them elsewhere on its website.
- (b) Retailers should make sure all customer fees, charges, conditional discounts and bonds are reasonable. Bonds should be returned within a reasonable time.
- (c) Retailers should consider the Commerce Commission's guidance on unfair contract terms, including regarding break fees, under the Fair Trading Act 1986. Retailers must also make sure that they do not, using break fees or any other fees, act in a manner inconsistent with Gas Industry Company's Saves and Winbacks Guidelines.

13) Information disclosure and monitoring

- (a) Retailers should provide to Gas Industry Company such information as is reasonably requested by Gas Industry Company to assess compliance with these Guidelines.

- (b) Gas Industry Company will advise a Retailer of any non-compliance with these Guidelines identified by Gas Industry Company. The Retailer will work reasonably with Gas Industry Company to remedy any non-compliance.
- (c) Gas Industry Company may publish the details (including Retailer names) of any identified non-compliance with these Guidelines.



Gas Consumer Care Guidelines

Guidance Notes

- 1) These Guidance Notes are designed to support Gas Industry Company's Gas Consumer Care Guidelines, to help Retailers comply with the Gas Consumer Care Guidelines.
- 2) The focus of these Guidelines is to help natural gas and LPG (Gas) retailers to understand the context and goals of the Gas Consumer Care Guidelines, and to support a meaningful increase in protection for vulnerable Gas consumers, consistent with changes made in the electricity market.
- 3) The following table summarises the scope of the Gas Consumer Care Guidelines:

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)
✓	✓	✓	✗	✗

The Gas Consumer Care Guidelines apply to the following Gas market consumers		
Residential	Small business	Commercial & industrial
✓	✗	✗

- 4) The Gas Consumer Care Guidelines are closely aligned with the Electricity Authority's Electricity Consumer Care Guidelines, to help deliver consistency and efficiency across electricity and Gas markets.
- 5) The Gas Consumer Care Guidelines should be interpreted with common-sense, giving words their plain English meaning, and having regard to the intent of the Gas Consumer Care Guidelines.
- 6) Gas Retailers that also supply electricity to customers will be familiar with the Electricity Consumer Care Guidelines and will be implementing measures to ensure alignment with the Electricity Consumer Care Guidelines. Extending equivalent alignment measures to Gas customers will ensure compliance with Gas Consumer Care Guidelines.
- 7) Gas Retailers that do not also supply electricity to customers (Stand-alone Gas Retailers) will be less familiar with the Electricity Authority's Electricity Consumer Care Guidelines and may have less well-developed consumer care systems in place. Acknowledging the more nascent state of Stand-alone Gas Retailers' consumer care systems, Stand-alone Gas retailers be given an extended period for implementing the Gas Consumer Care Guidelines, as reflected in paragraph 12 below.

- 8) Compliance by Retailers with the Gas Consumer Care Guidelines is voluntary but compliance with the Gas Consumer Care Guidelines does not absolve participants of any other legal or contractual obligation to Gas consumers.
- 9) The Gas Consumer Care Guidelines are deliberately non-prescriptive. This non-prescriptive approach is intended to provide a framework within which participants can innovate.
- 10) If Retailers are unsure about anything relating to the Gas Consumer Care Guidelines they can discuss the same with Gas Industry Company.

Alignment timing

- 11) Gas Industry Company will survey Gas Retailers that also supply electricity to customers 12 months after publishing the Gas Consumer Care Guidelines, to monitor compliance.
- 12) Gas Industry Company will survey Gas Retailers that do not also supply electricity to customers (Stand-alone Gas Retailers) 24 months after publishing the Gas Consumer Care Guidelines, to monitor compliance.

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.

ENQUIRIES:
info@gasindustry.co.nz