



Questions

Title of Report

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Question	Comment
<p>Q1 <i>Do you consider the obligation in benchmark 2 (and/or the interpretation of this benchmark) should be amended to better reflect that consumers are unlikely to look to their gas and energy terms and conditions for safety and emergency information in the event of an emergency and, if so – how do you consider it should be amended?</i></p>	<p>The obligations in Benchmark 2 could be modified to better reflect the fact that consumers are unlikely to consult their gas and energy terms and conditions for safety and emergency information in an emergency.</p> <p>The benchmark could emphasize the importance of proactive communication of safety information to consumers through various means, such as SMS alerts, email notifications, and social media updates, to ensure that consumers receive critical information promptly during emergencies.</p>
<p>Q2 <i>Do you consider the obligation in benchmark 5.1 to be suitable in its current form, or unreasonably burdensome (and therefore requiring appropriate amendment – in which case what do you suggest)?</i></p>	<p>Benchmark 5.1 seems reasonable in its current form, as it ensures consumers are provided with sufficient time to review the changes.</p>
<p>Q3 <i>Do you consider the term "price of gas supplied" in benchmark</i></p>	<p>The term "price of gas supplied" in benchmark 8(a) may benefit from clarification regarding its scope. As it stands, the term could potentially be interpreted narrowly to only include the cost of the gas itself, excluding other fees or charges associated with the gas supply arrangements.</p>

<p><i>8(a) requires some amendment as to the scope of the term and, if so, in what way?</i></p>	<p>The benchmark ensures consistency and clarity in how price increases are communicated to consumers. This ensures that consumers are given adequate time to review and understand any changes to the cost of their gas supply arrangements, promoting transparency and fairness in pricing practices.</p>
<p>Q4 <i>As per Q3 above do you consider the term "price of gas supplied" in benchmark 8(b) requires some amendment as to the scope of the term and, if so, in what way?</i></p>	<p>It's essential to ensure that any changes to fees, charges, or tariffs that indirectly affect the overall cost to the consumer are also addressed within the scope of the benchmark. This would uphold transparency and fairness in pricing practices and ensure that consumers are adequately informed about all aspects of their gas supply arrangements.</p>
<p>Q5 <i>Do you consider that benchmark 9.1(a) requires any amendment (for clarification) as to what satisfies the requirement for price information to be in a "publicly accessible location" and, if so – in what way?</i></p>	<p>The benchmark ensures that consumers have convenient access to pricing information, promoting transparency and informed decision-making. Benchmark could specify that price information should be easily accessible to consumers through channels commonly used for communication by the retailer- retailer's website.</p>
<p>Q6 <i>Do you consider benchmark 12(a) or the interpretation of this benchmark requires any amendment or clarification to better reflect that a retail gas customer does not generally own or install their own meters and, if so – in what way?</i></p>	<p>The benchmark could emphasize the importance of providing consumers with clear and understandable information about how metering will be conducted, including details on metering methods, billing calculations, and any associated terms or conditions.</p> <p>In the industry standard, having meter companies manage gas meters is a more efficient approach to overall management. This is because consumers typically lack the necessary knowledge to effectively manage meters. Ensure consumers understand their role and responsibilities regarding metering rather than ownership.</p>
<p>Q7 <i>Do you consider benchmark 12(b) or the interpretation of this benchmark requires any amendment or clarification and/or whether a statement about meter reading being done in accordance with Industry Standards and Regulations should be</i></p>	<p>Performing frequent meter readings is crucial for enhancing accuracy, which in turn ensures accurate billing for customers. I understand that new gas connection are equipped with smart meters, enabling real-time meter readings. Therefore, the frequency of meter readings is no longer a concern.</p>

<p><i>considered aligned with this benchmark and, if so – in what way do you consider it should be amended?</i></p>	
<p>Q8 <i>Do you consider benchmark 13.1(b)) or the interpretation of this benchmark requires any amendment or clarification regarding retailer terms as to the process for disconnecting consumers (in particular with respect to network operator disconnections) and, if so, in what way?</i></p>	<p>The benchmark may require gas supply arrangements to provide clear information on the circumstances under which disconnections may occur, including any regulatory requirements or industry standards. This ensures transparency and helps consumers understand their rights and obligations regarding arrangements for cutting off their gas supply.</p>
<p>Q9 <i>Do you consider benchmark 16.1 or the interpretation of this benchmark requires any amendment or clarification and, in particular, as to the extent of network operator liability exclusions that are considered “clearly reasonable” under the benchmark and, if so – how should it be amended or clarified?</i></p>	<p>The benchmarks may be modified to provide specific criteria or guidelines for determining the reasonableness of the exclusion of network operator liability.</p>
<p>Q10 <i>Do you agree that the RCEs for the Scheme remain fit for purpose in the contemporary environment and that no changes need to be made to the RCEs at this time (or if you disagree with this please explain what specific changes you consider are required and whether as to form, content or both)?</i></p>	<p>Totally agree</p>

<p>Q11 <i>Do you agree that the Retail Gas Contracts Oversight Scheme remains fit for purpose and that no substantive change is needed to the Scheme at this time (if not, please explain why)?</i></p>	<p>Agree</p>
<p>Q12 <i>Do you consider the Scheme's benchmarks should and/or could practicably include any requirements for retailers' terms to be drafted in a consumer-friendly way? Please give your reasoning for this?</i></p>	<p>Consumer-friendly terms facilitate consumers' understanding of their rights, obligations, and gas supply arrangements. They reduce ambiguity and confusion, empowering consumers to make informed decisions. However, due to strict legislative regulations, some terms and conditions may be challenging to translate into user-friendly language.</p> <p>Therefore, it may not be practicable to establish requirements for retailers' terms to be drafted in a consumer-friendly way, given the constraints imposed by legislative regulations.</p>
<p>Q13 <i>Do you have any other comments or consider any amendments should be made to any of the Scheme's benchmarks [or RCEs] additional to those discussed in this paper (if so, please explain, and detail any specific changes suggested)?</i></p>	<p>All good</p>