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Gas Industry Co

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Consultation Paper: Gas Consumer Care Guidelines

Utilities Disputes Limited | Tautohetohe Whaipainga (UDL) welcomes the opportunity to comment on the proposed revisions of the Gas Consumer Care Guidelines (CCGs). UDL values its work with Gas Industry Co (GIC), and appreciates its work redrafting the CCGs.

The CCGs seek to foster positive relationships between retailers and residential consumers.¹ The CCGs are then an important guiding instrument for businesses and consumers.

The CCGs also help UDL to identify complaint issues, and as an industry standard and/or guideline form part of the Commissioner's analysis when he recommends what is a fair and reasonable outcome of a complaint.²

Energy Complaints Scheme

UDL offers the dispute resolution scheme for gas. UDL is a not-for-profit company and there is no charge for a consumer to make a complaint. The purpose of the Energy Complaints Scheme, under the Gas Act 1992 (GA 1992), is to assist with the resolution of complaints made by consumers against gas retailers and distributors.³

UDL to provide context to its submission takes this opportunity to provide a snapshot of its gas complaints work. Gas complaints have been steadily increasing each year and in this calendar year may reach the 1,000 mark for the first time:

¹ See CCGs, draft 2025, g.1.

² Energy Complaints Scheme r. 24. The Commissioner when reviewing a complaint will also consider with any industry guideline, any relevant legal rule or precedent, the parties contractual obligations, and any interactions between the parties. The Commissioner is not required to follow the law but if he departs from the law must state his reasons for doing so. In practice this seldom if at all occurs, more common is some element such as a discussion between the parties which changes the legal analysis. See *Contact v Moreau*, CIV 2017-485-962, [2018] NZHC 2884, paras 120-121.

³ See GA 1992 s. 43 E - EA, & Electricity Industry Act 2010, sched 4, cl 1. Note the Energy Complaints Scheme was independently reviewed in 2023 and found to be operating effectively. See Ron Paterson, *2023 Independent Review of the Energy Complaints Scheme*, [October 2023](#).

	LPG (bottles)		LPG (reticulated)		Natural gas		Total	
Year (calendar)	Complaint	Query	Complaint	Query	Complaint	Query	Complaint	Query
2021	107	239	9	14	128	231	244	484
2022	148	144	8	5	232	151	388	300
2023	136	93	37	13	219	102	392	208
2024	229	146	96	22	278	168	603	336
2025 to date (predicted)	408 (500)	145 (178)	65 (74)	11 (12)	307 (423)	186 (250)	780 (996)	342(439)

The most common gas complaint issues are about: customer service 56%; billing 46%; supply 32%; disconnection 6%; and equipment 4%.⁴ The most common complaint issues by sub-category are:

Issue	% of gas complaints received
Supply - LPG delivery – Delay	18%
Customer Service - Accessibility - Queue waiting times - Phone queue	18%
Customer Service - Failure to act as agreed / Instructed	18%
Customer Service - Complaint handling - Inadequate / Poor response	17%
Customer Service - Delayed action - Major (over 7 working days)	11%
Supply - LPG delivery - Inadequate notice / Information	9%
Billing - High bill - Current bill - Inaccurate or disputed usage	9%
Customer Service - Failure to respond - Major (over 7 working days)	8%
Customer Service - Information provided - Inadequate information	7%
Customer Service - Information provided - Incorrect information	6%
Customer Service - Information provided - Not providing relevant information (eg intention to close account)	5%
Customer Service - Complaint handling - Not recognising complaint	5%
Billing - Information - Unclear bill	5%
Billing - Error - Billed after account closed	5%

⁴ Note complaints can have more than one issue so %s will add up to more than 100%.

The Proposed Revisions of the CCGs

After reviewing the CCGs, UDL makes the following comments:

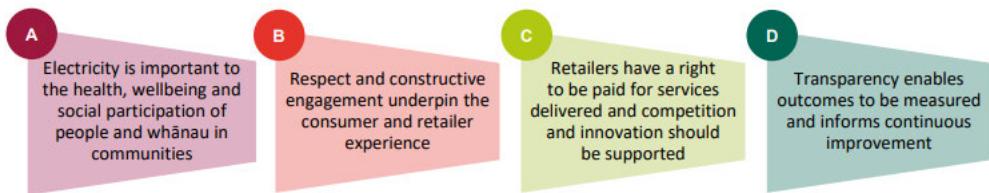
• A Principles Section

UDL when reviewing the *Consumer Care Obligations (CCOs)* for electricity cautioned the Electricity Authority (EA) not to abandon the principles section of the *Consumer Care Guidelines* for electricity (ECCGS). The principles were often cited in Commissioner decisions and sometimes formed part of the discussion UDL staff would have with the parties to a complaint:

UDL has concerns about the removal of the overarching principles and intended outcomes from the Consumer Care Guidelines (Part 1: 1-5). Although they may be restatements of themes found in paragraph 11A.1 and throughout the Obligations, UDL believes there is still value in making such restatements. UDL's view is that the Obligations, like the Guidelines, should be a document which is accessible and usable by consumers as well as retailers. A section which summarises the overarching principles of consumer care at the beginning of the document helps consumers understand the general standards retailers should adhere to and assists consumers in framing their complaints and concerns. UDL has found the opening section of the Guidelines helpful in communicating with consumers about their electricity supply and relationship with their retailers.⁵

Therefore, the inclusion of a principles section into the CCGs would be helpful, even if it be limited to a version of this summary chart located in ECCGS.

4. To achieve the purpose, while supporting competition and innovation, and facilitating improved information on retailer alignment and outcomes achieved, the consumer care guidance package is designed under the following **four overarching principles**:



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• Scope

UDL understands the reasoning behind the new CCGs monitoring provision, and its purpose to allow the CCGs to bind all retailers but allow some variance in their application for smaller retailers. The clause is as follows:

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.⁷

⁵ UDL, *Consultation Paper: Proposed Consumer Care Obligations*, 10 September 2025, [pg. 12](#).

⁶ EA, *Consumer Care Guidelines*, 1 July 2021, [pg. 5](#). See also GIC, *Consumer Care Obligations*, August 2022, pg. 6.

⁷ See CCGs, draft 2025, g.4.

UDL is of the view this scoping provision might be redrafted from a consumer's point of view. It could open with a definition of a smaller retailer and highlight the importance of these retailers having consumer processes that correspond to the substance of each guideline.

However, UDL notes a failure to reach a guideline standard will be significant no matter the size of the retailer, if for example, LPG bottles are late, not replaced, and/or the retailer is uncontactable. A factor against a sliding scale approach, may also be the deliberate inclusion within the ECS of retailers who sell gas in LPG bottles of 15 kg or greater.⁸ However if a flexible approach is preferred a redraft might look like this:

The GIC when assessing alignment with these guidelines may consider the size of the retailer, particularly those with a customer base less than X. However, due to these guidelines setting out minimum expectations and the effect on the consumer if many of these guidelines are not followed, the GIC would expect that the retailer will have in place processes that reasonably address the substance of each guideline.

The GIC might also consider identifying some guidelines where variance in practice is not expected.

At this stage of the redraft the CCGs will not cover distributors.⁹ However draft guideline 55 places an obligation on the distributor to work with the retailer when a medically dependent consumer (MDC) is affected by an interruption of supply:

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.¹⁰

UDL is of the view this guideline should be kept and be brought to the express attention of distributors. UDL has previously highlighted to the EA that communication between retailers and distributor can be uneven. It is important the consumer can rely on the retailer as a point of contact, and the retailer and distributor have clear and direct communication channels in any emergency.¹¹ Please also see the discussion on fees below and if those guidelines should be applied to distributors.

- **Definitions**

The CCGs highlight that an LPG bottle running out is not a disconnection.¹² For ease of reference this clarification might also be included in the guideline 2 definition of "disconnection."

⁸ See *Gas (Dispute Resolution Scheme Membership) Class Exemption Regulations 2014*, cl 4.

⁹ See GIC, *Gas Consumer Care Guidelines – An Update*, 29 September 2025, para 1.4.

¹⁰ Emphasis not included.

¹¹ In the context of complaints about the Consumer Guarantees Act 1993 see for example: UDL, *Consultation Paper: Proposed Consumer Care Obligations*, pg. 15; *Consultation Paper – Proposed Information Exchange Protocol EIEP 4A: Medically Dependent Consumer Information*, 28 January 2025, pg. 4.

¹² See CCGs, draft 2025, g.31.

- **Estimated Reads**

UDL has a number of concerns about estimated reads and is of the view the balance of responsibilities between retailer and consumer needs recalibrating. Draft guideline 32(1) reads:

(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.¹³

The guideline sets out that no disconnection should take place based on estimated reads, unless there is an exception. The exceptions are listed in subclauses 32(1)(b)(i-iii). To make a disconnection the retailer has to satisfy the conditions of *one* of these subclauses.

Subclause 32(1)(b)(ii) appears unbalanced in favour of the retailer. It allows a retailer to disconnect if the retailer is satisfied the estimated read is a reasonable estimation and there is an issue with the metering installation. The logic here is unclear, as if there is an issue with the metering installation, how may a retailer reasonably be sure the estimate is satisfactory?

This is not a question of a consumer's alleged vandalism, tampering with a meter, non-response to a request to obtain a read, or an issue of health and safety. Each of these issues has their own subclauses. It therefore seems unbalanced for a disconnection to proceed based on an estimate when there is an issue with a metering installation not attributable to the customer. Absent any wrongdoing by a customer, the procedure set out in subclause b(iii), would appear sufficient and open for a retailer to use.

¹³ Original emphasis not included.

Billing

UDL's also has concerns about estimated reads and billing. Draft guideline 22 reads:

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.

UDL strongly recommends, as it has advised the EA, that that bills include whether a read is actual or estimated.¹⁴ There are many benefits to this including that it will alert the consumer that there may be a problem with the meter, and that they may face a large back bill if usage is underestimated. UDL also strongly recommends the CCGs include a guideline: a) limiting the amount of time a retailer can back bill, b) that the retailer must not direct debt a back bill, and c) for amounts greater than a usual monthly bill must work out a payment plan with the consumer (even this amount may be too high, as many consumers may find it difficult to pay two monthly bills in one month). UDL is particularly concerned that on some occasions not involving gas it has seen a number of practices which appear unreasonable including attempting to direct debit significant sums from a consumer's account with limited notice. Such large withdrawals have had the potential to affect a consumer's weekly budget, and mortgage payments.¹⁵

In determining what the New Zealand time-frame for back billing should be, the GIC may wish to review limits set in other jurisdictions. In Victoria, back billing is restricted to four months, while in New South Wales the limit is nine months. In Great Britain back billing is restricted to 12 months.¹⁶ The Great Britain standard is more closely aligned with the requirement to read meters regularly and on a yearly basis.

¹⁴ "UDL received 98 complaints in 2022 about Smart meters, 154 in 2023 and 161 in 2024. The top three issues within these complaints were billing (about 94%), high bills (84%), and customer service (45%). Most of these complaints are successfully resolved by the retailer after referral. Sometimes it is specifically alleged a meter is not communicating properly. This affects billing, and a retailer may have to rely for a period on estimated reads. This can lead to bill shock, when a consumer receives a large back bill based on actual reads. UDL therefore recommends that it be compulsory for a bill to identify when consumption data is based on estimated; and/or actual reads." UDL, *Improving Pricing Plan Options for Consumer Time-Varying Retail Pricing for Electricity Consumption and Supply*, 26 March 2025, pg. 6. See also See UDL to EA, *Evolving Multiple Retailing and Switching*, 29 July 2025, para 9-11.

¹⁵ See electricity case studies 1-2 in UDL, *Systematic Insights 2024*, [December 2024](#). See also case study "Shocking Back-Bill" <https://www.udl.co.nz/en/support-and-information/case-examples/>

¹⁶ See Victoria, Energy and Water Ombudsman, [webpage](#); New South Wales, Energy and Water Ombudsman, [webpage](#); and Office of Gas and Electricity Markets (known as Ofgem), [webpage](#).

There are many benefits to Smart meters, yet when they misread and malfunction it is not reasonable that the consumer bear all the cost of those errors, especially when the consumer may not be aware there is a malfunction and/or the retailer has not followed up on signs that indicate a malfunctioning meter.

UDL also recommends, in line with its advice to the EA, that information on bills include: a) the name of the customer's plan; b) a brief explanation of the rates charged and for which time period; c) a clear itemisation of corrections and/or consumer credits; d) a requirement that credits and/or corrections not be included in a running total; and d) any correction/credit, be accompanied with a brief explanation.¹⁷ It is unacceptable that some bills cannot be easily read or interpreted. UDL is of the view changes like these will lead to a decrease in billing complaints.

UDL notes that the latest Ministerial letter of expectation to the EA asks that the issue of billing consistency be part of the EA's work programme,¹⁸ and that the EA have placed the issue of billing in their *Consumer Mobility Roadmap*, July-Dec 2025 diary.

Disconnections

Draft CCG 37 sets out that a disconnection should not occur "...after midday on the day before a non-business day." This drafting mirrors that found in CCO 36. However, the convention is that no disconnections occur on a Friday (or day before a non-business day if Friday is public holiday). This is because many consumers may only become aware of a disconnection when they come home from work. UDL is of the view CCG 37 should be redrafted to reflect this aspect of industry practice. "Business day" also appears undefined in the guidelines.

Fees

UDL has raised concerns with the EA about the fees charged by distributors. We repeat those observations here:

An example of the difficulties in itemisation, is the UDL Case Study "Incorrect Fees" where the distributor struggled to provide fulsome evidence supporting charges for traffic management, the passing on of council fees, and the work done. This was a case when it was necessary to issue a proposed recommendation, however often UDL has been able to reality test with the distributor about such information gaps, acquire further itemised information and/or help the parties reach a negotiated settlement.

This issue has appeared in various types of complaints, for example itemisation has been challenging for the distributor in certain tree complaints, where the distributor has charged for the removal of the owner's trees. In part the distributor has had to rely on the information of a contractor. However, the lack of any information in such cases is a business process issue, not a consumer issue, the consumer as with the supply of any good or service can expect fees to have a demonstratable rational basis on request.

¹⁷ *Improving Pricing Plan Options for Consumer Time-Varying Retail Pricing for Electricity Consumption and Supply*, pg.6.

¹⁸ See Hon Simon Watts, *Letter of Expectation for the Electricity Authority*, 2025-2026, pg. 2.

The drive for increased clarity by the EA around pricing may be seen as ensuring distributors are held to the same consumer standards as retailers, who are used to, and required to provide a whole range of fee information, due to the Consumer Care Guidelines and industry practice.¹⁹

Against this background UDL asks that GIC review draft fee guidelines 60-63. A review which includes a consideration of these guidelines should apply to distributors. Distributors are having an increasing public facing role, and these fee guidelines may further promote and protect the consumer-distributor relationship.

Any review should include a redrafting of guideline 61 which appears to be about an estimate or quote of a fee. If this is correct some consideration should be given as to what a distributor should include in an estimate or quotation, and the amount of itemisation required to comply with business and industry practice.

UDL also recommends that distributors: a) be required on request to provide the reasoning for any fee within five business days (either pre or post acceptance); and b) that any estimate include sufficient information for a customer to understand how the fee was apportioned to the work done. UDL recommends a redrafting of guideline 62(b), so that it include a reasonable connection test to the work undertaken for the customer. The present wording appears weighted to a retailer/distributor. Find below a possible redraft, with the significant amendments in bold:

Any fee charged by a retailer or **distributor** 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, administrative and practical efficiency, **and the work undertaken for the consumer.**

A review might also decide that distributors require their own separate CCGs on fees.

Medically Dependent Consumers

UDL supports the inclusion of the MDC guidelines into the CCGs and notes the GIC is working on the appropriate forms.²⁰ However because some retailers are retailing gas and electricity, we ask that the GIC further reflect on these guidelines.

We think to prevent confusion that where a consumer is an MDC for electricity it may be appropriate for the consumer to be deemed an MDC for gas, whether they meet the MDC criteria for gas. This will be administratively efficient and ensure consumer safety. There is also the issue of retailers having to have two separate MDC registers which again appears to raise issues of efficiency and consumer safety. We therefore believe this issue requires further reflection to ensure there are in place easy and clear processes for retailers and consumers.

¹⁹ UDL, *Consultation Papers: Distribution Connection Pricing & Network Connections Pricing*, 20 December 2024, 3. See also Case Study ["Incorrect Charges"](#)

²⁰ GIC, *Consumer Care Obligations*, August 2022, pg. 5.

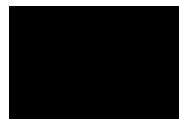
CCGs Access

The ECCGs and the present CCGs for gas were reasonably accessible to the average reader. The CCOs, in an effort to safe-guard the consumer, have become less accessible to the reader. There are trade offs in any advance. We ask that the GIC consider how best to present the CCGs to the consumer, including providing links to different parts of the CCGs on its website and providing easy to read overview materials.

Next Steps

Thank you for the opportunity to respond to the proposed revisions of the CCGs. UDL looks forward to continuing its productive relationship with the GIC. If you wish to discuss this submission please contact me at: paulb@udl.co.nz

Yours sincerely



Paul Byers

Legal and Policy Officer | Pou Ture Me Nga Kaupapahere