



Gas Industry Company Retail Gas Contract Review - Benchmark Review Assessment Report

October 2018

www.simpsongrierson.com

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Introduction

Simpson Grierson has been appointed by the Gas Industry Company (**GIC**) as the independent assessor for the GIC's Retail Gas Contracts Oversight Scheme (**Scheme**) for 2018.

The Scheme involves assessing gas retailers' terms and conditions for supply of natural gas¹ (**Terms**) against the GIC's benchmarks and interpretations of the benchmarks. The benchmarks and interpretations are in **Appendix 1** and are published on GIC's website.²

The Scheme is a voluntary scheme and there are no direct consequences for retailers that result from low alignment of their Terms with the benchmarks.

This is the third full benchmark assessment. The previous full assessments were undertaken in 2012 and 2015, and there was also a transitional assessment in 2011. The benchmarks have not changed since the 2015 assessment.

This report follows the general approach of the 2015 report and includes the following sections:

- (a) Key Findings;
- (b) General Comments;
- (c) Methodology;
- (d) Individual Retailer Results;
- (e) GIC Reasonable Consumer Expectations; and
- (f) The following Appendices:
 - (i) Appendix 1 – Retail Contracts Scheme Benchmarks;
 - (ii) Appendix 2 – Alignment with Retail Gas Contracts Oversight Scheme Benchmarks 2018; and
 - (iii) Appendix 3 – Reasonable Consumer Expectations for the Retail Gas Contracts Oversight Scheme.

The views expressed in this report are our own and do not necessarily reflect GIC's views. Nothing in this report constitutes legal advice to the retailers or anyone else.

Chris Browne and Amanda Stephenson
October 2018

¹ Terms and conditions for the supply of LPG are not in scope.

² <https://www.gasindustry.co.nz/dmsdocument/4919>

Key findings

1. Consistent with the 2015 assessment, we have measured alignment with the benchmarks on a scale of **full, substantial, moderate** and **low**. We have explained this approach in the Methodology section of this report.
2. In 2015 all the assessed Terms were considered to have substantial overall alignment with the benchmarks, apart from Mercury’s Terms for its business customers, which were considered to be moderately aligned. This year, we did not assess Mercury’s Terms for business customers because Mercury confirmed it does not currently offer gas to its business customers.
3. Apart from Mercury moving out of supplying gas to its business customers, there have been two changes in the retailers between 2015 and 2018:
 - (a) Energy Direct, which was assessed in 2015, closed in 2016 and its customers were moved to its parent company Trustpower; and
 - (b) Switch Utilities has come in.
4. In our view, all of the Terms we assessed this year have substantial overall alignment with the benchmarks. The following table sets out the Terms we assessed:

RETAILER	STANDARD TERMS	SAMPLED FIXED PLAN TERMS	OVERALL ALIGNMENT WITH BENCHMARKS
Contact Energy	General Terms and Conditions, effective 23 July 2018	Business Fixed Plus Plan, and Business Fixed Plan	Substantial
Energy Online	Standard Terms & Conditions, effective 1 October 2016	Not applicable	Substantial
Genesis Energy	Standard Terms & Conditions, effective 10 April 2018	eSaver 12 Month Plan and eSaver 24 Month Plan	Substantial
Mercury	Standard Terms & Conditions for Residential Customers, published as at July 2018	12 Month Fixed Pricing Plan, and 2 Year Fixed Plan	Substantial
Nova Energy	General Terms and Conditions for Residential Customers, effective 17 March 2015	Home Advantage Plan	Substantial
	General Terms and Conditions for Commercial Customers, effective 17 March 2015	Business EnergySure Natural Gas Plan	Substantial
Pulse Energy	Standard Terms and Conditions for the Supply of Energy – Residential Customers, effective 30 August 2016	Not applicable	Substantial

Key findings

RETAILER	STANDARD TERMS	SAMPLED FIXED PLAN TERMS	OVERALL ALIGNMENT WITH BENCHMARKS
Switch Utilities	Standard Terms and Conditions, effective 7 December 2016	Not applicable	Substantial
Trustpower	Full Terms for Your Power & Gas, effective 1 July 2018	Friends Extra Terms and Conditions, and Terms and Conditions for a Fixed Term Arrangement	Substantial

5. As well as the Terms referred to above, we have also considered pricing plans, fee schedules, privacy policies and other documents on the retailers' websites, where such documents are referred to in the Terms. We have not reviewed documentation that is not publicly accessible, such as "welcome packs". This is consistent with the approach taken for the previous assessments.
6. Some of the retailers whose Terms were assessed in 2015 appear to have made changes to address the benchmark non-compliances identified previously. In addition, the retailers who responded to our draft benchmark assessment this year have indicated they intend to make changes to their Terms to address some of the benchmark non-compliances we identified. In our view, this demonstrates a good degree of retailer engagement with the benchmark assessment exercise and a pleasing commitment to continuous improvement, bearing in mind that compliance with the benchmarks is voluntary. The following table shows the improvement in overall alignment with the benchmarks over time:

OVERALL ALIGNMENT	2018	2015	2012	2011
Full	-	-	-	-
Substantial	9	9	6	3
Moderate	-	1	3	4
Low	-	-	1	3
TOTAL	9	10	10	10

7. **Appendix 2** of this report includes a table showing the alignment of each of the retailers' Terms with each of the 18 benchmarks. In summary:
 - (a) We consider that overall there is a high level of alignment with the benchmarks. This is evidenced by the extent of full compliance with the benchmarks in the table. None of the Terms have been marked as having low compliance with the benchmarks.
 - (b) Six of the benchmarks are assessed as fully compliant for all retailers' Terms – these are benchmarks 1, 7, 11, 14, 17 and 18. A further three benchmarks (benchmarks 2, 3 and 15) have full alignment by all but one or two retailers' Terms, and those Terms are substantially compliant.
8. The total number of issues and issues of concern is higher this year than in 2015. The total number of issues is 77 (there were 72 issues in 2015³) and the total number of issues of concern is 39 (there were 27 issues of concern in 2015). We do not consider this indicates that the Terms have become worse overall. The difference is mostly attributable to us taking

³ The 2015 report refers to there being 23 issues of concern, but this appears to be a calculation error.

Key findings

a different view to the previous assessor about various Terms' compliance with the benchmarks and about whether or not some non-compliances are issues of concern. While we have sought to be consistent with the 2015 assessment, some differences in approach are inevitable.

9. Similar to the 2015 assessment, the benchmarks with the highest number of non-compliances are benchmark 13 (clear disconnection process) and benchmark 8 (clear price increases).
10. All of the retailers' Terms have at least two issues of non-compliance with elements of benchmark 13. The most common reasons for the Terms not aligning with this benchmark are as follows:
 - (a) Where disconnection is at the request of, or by, the network operator, several of the retailers' Terms do not require the retailer to:
 - (i) provide written notice of disconnection in accordance with the notice periods specified in the benchmarks; and/or
 - (ii) provide details of the steps a consumer can take to avoid disconnection.
 - (b) Benchmark 13.4 requires disconnection to be delayed if the consumer has initiated a dispute relating to the cause of disconnection. Five of the retailers' Terms only provide for disconnection to be delayed if the dispute relates to payment.
11. The common reasons for the Terms not aligning with benchmark 8 are as follows:
 - (a) Benchmark 8(b) requires retailers to provide individual notice if an increase in price is more than 5%. Some of the retailers' Terms only provide for individual notice of an increase in service fees or charges if the retailer considers that the increase will have a material effect on the consumer. Two of the retailers submitted that this benchmark only requires individual notification if the price of gas increases and that this excludes service fees. We do have some sympathy for this interpretation. However, for consistency with the 2015 assessment, we have interpreted the benchmark as applying both to rates and service fees.
 - (b) Benchmark 8(c) requires reasons to be provided for all increases in the price of gas. Several of the retailers' Terms only commit to providing reasons if the increase is more than 5%.

General comments

Feedback on benchmarks

12. We received some feedback from retailers on the appropriateness of the benchmarks themselves.
13. Those comments did not have a direct bearing on our task, which was to assess the retailers' Terms against the benchmarks as they are. However, we will provide the comments to the GIC so they can be factored into any review of the benchmarks in the future.

Liability to residential consumers

14. All retailers' Terms state that residential consumers retain their rights and remedies under the Consumer Guarantees Act 1993 (CGA). All retailers contract out of the CGA for business consumers, as is permitted by the CGA.
15. The CGA contains a mandatory guarantee of acceptable quality for electricity. A consumer has remedies against its electricity retailer if the guarantee is breached, even if the breach was caused by a network operator. The consumer may recover damages for any foreseeable loss or damage resulting from the breach.
16. We have taken the view that the availability of remedies under the CGA is adequate to satisfy benchmark 16.1 (liability exclusions and limitations must be clearly reasonable) for residential consumers, regardless of what other purported liability exclusions and limitations are in the retailer's Terms.
17. The reasonableness of the liability exclusions and limitations in terms of benchmark 16.1 is still relevant for those retailers who supply gas to business consumers.

Liability of third parties

18. Some retailers' Terms exclude completely the liability of third parties involved in the delivery of gas to the consumer (pipeline and metering providers in particular). In our view, this is not a "clearly reasonable" position in terms of benchmark 16.1 for business consumers.
19. In response to our draft assessments, some retailers argued this was reasonable because:
 - (a) third party suppliers typically will not have individual contracts with the consumer under which their liability is limited;
 - (b) a complete exclusion of liability for gas pipeline providers is consistent with the Electricity Authority's model use of system agreement between electricity retailers and distributors;⁴
 - (c) the Commerce Commission's August 2016 review of energy retail contract terms⁵ did not identify limited liability for electricity distributors as an unfair contract term under the Fair Trading Act 1986; and
 - (d) compensation recovered by the retailer from a third party supplier is passed through to affected consumers.

⁴ <https://www.ea.govt.nz/about-us/what-we-do/our-history/archive/dev-archive/work-programmes/market-wholesale-and-retail-work/more-standardisation-of-use-of-system-agreements-and-distribution-tariff-structures/outcome/model-use-of-system-agreements-published/>

⁵ https://comcom.govt.nz/data/assets/pdf_file/0019/86122/Unfair-contract-terms-Energy-retail-contracts-review-August-2016.pdf

General comments

20. We do not agree for the following reasons:
- (a) Although some liability protection for third party suppliers in the retailers' Terms is reasonable given the absence of direct contracts, that protection does not need to be in the form of a complete exclusion of liability. A reasonable limit could be applied instead.
 - (b) The Electricity Authority's model use of system agreement requires the retailer to exclude the distributor's liability "in respect of the supply of electricity".⁶ We do not read that as meaning the distributor should have no liability for wrongful acts or omissions in the supply of line function services, particularly where the consumer does not have access to remedies under the CGA. For example, why should a distributor carrying out a line inspection not be liable to a consumer if the distributor damages the consumer's premises in the process?
 - (c) The Commerce Commission did identify retailer terms that limit the liability of electricity distributors as potentially unfair. In the end, the Commission decided the limits were not unfair because they only applied to the supply of electricity and not to the supply of line function services (which is consistent with our interpretation of the Electricity Authority's model use of system agreement).⁷ The Commission did not endorse a complete exclusion of distributor liability.
 - (d) We do not consider it reasonable for a business consumer to have to rely on its retailer pursuing a third party supplier on the consumer's behalf. The retailer is unlikely to be motivated to do that unless it has itself incurred liability to the consumer.

Retailer practice vs Terms

21. In response to issues of non-compliance in the draft assessments, some retailers provided explanations of what they did in practice and how those practices were compliant with the benchmarks. This is encouraging to hear. Our task, however, was to review compliance of the Terms against the benchmarks. If compliant practice is out of step with the Terms then the Terms should change, as some retailers have committed to do.

⁶ Clause 26.10(b) of the Model Use of System Agreement (Interposed) and clause 18.10(b) of the Model Use of System Agreement (Conveyance).

⁷ Paragraph 80 of the Commission's report. The Commission was also influenced by the availability of CGA remedies for some consumers (paragraphs 81 and 82).

Methodology

Process

22. The assessment process has consisted of the following stages:
- (a) Gas retailers provided their Terms to GIC and GIC then provided the Terms to us.
 - (b) We assessed the Terms against the benchmarks and provided draft assessments to the retailers.
 - (c) Gas retailers that wished to respond to our draft assessments provided their feedback on the draft assessments to us.
 - (d) We prepared this report, taking into account feedback received from the retailers who provided comments on our draft assessments. We have taken the feedback provided by retailers into account across the benchmark assessment as a whole (i.e. applied the feedback to our assessments of all retailers' Terms, as appropriate).

Scoring

23. Consistent with previous assessments, we have assessed whether the alignment of the retailers' Terms to each individual benchmark is **full**, **substantial**, **moderate** or **low**.
24. Where we refer to an element of a benchmark, this refers to a defined subsection within a benchmark, for example 1.2, 3(a), 4(a), 13.1(a), 13.3(b) etc. For the purpose of calculating the number of issues, we have counted non-compliance with an element of a benchmark as one issue (irrespective of the number of issues within that element).
25. Our approach to applying these standards is as follows:
- (a) **Full alignment** applies where there are no issues with the relevant benchmark, or any element of the benchmark.
 - (b) If there are issues with an element of a benchmark, we have determined whether the issue(s) constitute **substantial**, **moderate** or **low** alignment based on a combination of the number of the issues (in light of the number of elements of the benchmark) and the nature / seriousness of the issues.
26. We have not treated this as a purely numerical exercise because, in our view, some failures to comply with the benchmarks are more significant than others and sometimes the same type of failure "cascades" through different elements of the same benchmark. For example, although some of the retailers' Terms have four or five issues under benchmark 13, we have assessed this as moderate compliance for both the individual retailers and overall. In many cases, the reason for non-compliance is a failure to provide for notice of (and notice of the reasons for) network company disconnection, and this led to non-compliance with several elements of the benchmark.
27. We have assessed all retailers' Terms as substantially aligned because:
- (a) all of the Terms have 12 or fewer alignment issues; and
 - (b) out of the 18 benchmarks, all of the Terms have been scored as being fully or substantially compliant with at least 15 of the 18 benchmarks.

Individual retailer results

28. This section of the report includes summaries of the alignment issues we identified within each retailer's Terms.
29. We have grouped the issues identified into two categories – "Issues of Concern" and "Other Issues".

Contact Energy

30. We assessed Contact's *General Terms and Conditions*, effective 23 July 2018, which apply to both residential and business consumers. We assessed Contact's *Business Fixed Plus Plan* and *Business Fixed Plan* terms against the benchmarks for fixed term plans.
31. Contact provided comments on our draft assessment, which we have considered in coming to our final view.
32. We consider Contact's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified eight non-compliances with the benchmarks, four of which we consider to be issues of concern.

Issues of concern

Benchmark 4(d) – Clear consumer exit rights (fixed term)

33. The Terms do not contain a general right for consumers to terminate a fixed term plan without incurring a termination fee if there is a material change to the Terms. This general right is required by the benchmark. There is only a limited exception to the early termination fee, which Contact may waive if Contact changes the price because the information Contact relied on to set the price is incorrect or changes.
34. Contact says termination fees are only charged where the consumer switches to another retailer. We do not think that switching to another retailer would be an uncommon occurrence when the consumer is unhappy with a material change to the terms of its supply by Contact. If the material change is to the general terms (which Contact says it always would be) then changing to a different Contact plan to avoid the termination fee would still leave the consumer bound by the change.

Benchmark 13.4 – Clear disconnection process

35. The benchmark requires disconnection to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies. The Terms provide that, where a dispute about the basis for disconnection has been raised, disconnection will only be delayed if the dispute relates to payment.
36. Contact says, in practice, if there is a valid dispute it will delay disconnection until the dispute is resolved. This practice is not reflected in the Terms.

Benchmark 16.1 – Clear description of liability and redress

37. The benchmark requires any exclusion of liability to be "clearly reasonable".

Individual retailer results

38. While it is reasonable for Contact to contract out of the CGA for business consumers (which it does), the other exclusions of liability applicable to business consumers must still be “clearly reasonable” for the Terms to meet the benchmark. We do not consider they are, in the following respects:
- (a) Both Contact and the meter owner’s liability to business consumers is limited to direct physical damage arising from breach or negligence. Contact says it is unlikely the consumer would suffer any other type of loss, but we consider that business interruption losses are at least as likely. Contact and the meter owner have no liability to business consumers for direct business interruption losses, even where caused by Contact or the meter owner’s breach or negligence.
 - (b) The network operator’s liability to business consumers is excluded completely. Contact says this is reasonable for the reasons in paragraph 19 of this report, which we disagree with for the reasons in paragraph 20. Absent the operation of the CGA, we think it is unlikely Contact would accept liability to a business consumer for a network operator issue. That would leave the consumer without a remedy.

Benchmark 16.2 – Clear description of liability and redress

39. The Terms require the consumer to indemnify Contact from all loss (subject to liability limits) Contact may suffer in connection with the agreement. This indemnity has the potential to make the consumer responsible for loss they did not cause and could not have prevented, which does not meet the benchmark.
40. Contact says it will take this point into consideration for future updates of its Terms.

Other issues

Benchmark 3(a) – Clear consumer exit rights (open term)

41. The Terms require the consumer to give Contact at least five working days’ notice for disconnection, and charges (including the daily fixed charge) may continue until the disconnection process has been completed. While five working days is a reasonable notice period for consumer disconnection, the benchmark is not met if the retailer can continue its daily fixed charge until gas is actually disconnected.
42. Contact says it has to pay network and metering charges during the five working days, and we agree it is appropriate for Contact to collect the daily fixed charge from the consumer during that time. However, the Terms allow Contact to collect the charge beyond the five working days if the gas is not disconnected until later (potentially much later).

Benchmark 8(b) – Clear price increases

43. The benchmark requires consumers to be individually notified if the “price of gas supplied” increases by more than 5%. The Terms do not require Contact to notify consumers individually if Contact increases service fees or charges (e.g. disconnection, reconnection or special meter reading charges) by more than 5%.
44. Contact says the “price of gas supplied” excludes service fees and charges. While we have some sympathy for that interpretation, for consistency with the 2015 benchmark assessment

Individual retailer results

report we have interpreted the benchmark as applying both to rates and to service fees and charges.

Benchmark 13.2 – Clear disconnection process

45. The benchmark only permits disconnection for non-payment if the non-payment relates to energy. The Terms allow Contact to disconnect for any non-payment by the consumer, even if unrelated to the energy provided under the agreement (e.g. broadband).
46. Contact says that in practice where a consumer has an account with different contracted services, Contact issues one bill for all the services. Contact says that it would not arbitrarily disconnect services that have been paid for, but services may be disconnected to prevent debt across multiple services from growing.

Benchmark 15(b) – Clear privacy obligations

47. The Terms contain no reference to consumers having access to, or being able to correct, personal information. Information on this is included in Contact's privacy policy on its website. However, our interpretation of the benchmark is that this information is required to be in the Terms themselves.

Individual retailer results

Energy Online

48. We assessed Energy Online's *Standard Terms & Conditions*, effective 1 October 2016, which apply only to residential consumers. Energy Online does not appear to offer fixed term plans.
49. We consider Energy Online's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified six non-compliances with the benchmarks, five of which we consider to be issues of concern.
50. Energy Online's Terms have a formatting problem where the bullet points under some clauses are out of order, making those clauses difficult to understand. This should be corrected.

Issues of concern

Benchmark 5.2 – Clear contract variation procedures (non-price)

51. The benchmark requires consumers to be individually notified of all material non-price changes to the Terms. The Terms do not require individual notification.

Benchmark 13.1(b) – Clear disconnection process

52. The benchmark requires any notice of disconnection to describe the actions consumers can take to prevent disconnection. The Terms allow network companies to disconnect gas supply without notice to consumers, and therefore consumers will not receive notice of such actions when disconnection is by the network company.

Benchmark 13.3(a) – Clear disconnection process

53. The benchmark requires at least seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms allow network companies to disconnect gas supply without notice to consumers.
54. For disconnection by Energy Online, the Terms provide for at least seven days' notice, with a further three days for delivery of the notice. Depending on when the notice is given this may be less than the seven working days' notice required by the benchmark.

Benchmark 13.3(b) – Clear disconnection process

55. The benchmark requires at least 24 hours' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms allow network companies to disconnect gas supply without notice to consumers.

Benchmark 13.4 – Clear disconnection process

56. The benchmark requires disconnection to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies.

Individual retailer results

57. Under the Terms, disconnection will only be delayed after a dispute has been raised if the dispute relates to payment.
58. In addition, the Terms do not require delayed disconnection for payment disputes if the dispute is in Energy Online's internal dispute resolution process only and is not with Utility Disputes Limited (UDL), or if Energy Online's internal process is complete even if the dispute is subsequently referred to UDL.

Other issues

Benchmark 8(b) – Clear price increases

59. The benchmark requires consumers to be individually notified if the “price of gas supplied” increases by more than 5%. For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.
60. The Terms provide that Energy Online will notify consumers individually of any increase in service fees or charges of more than 5% only if the increase is reasonably likely to have a material effect on the consumer.

Individual retailer results

Genesis Energy

61. We assessed Genesis Energy's *Standard Terms & Conditions*, effective 10 April 2018, which apply to both residential and business consumers. We assessed Genesis' *eSaver 12 Month Plan* and *eSaver 24 Month Plan* terms against the benchmarks for fixed term plans.
62. We consider Genesis' Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified nine non-compliances with the benchmarks, seven of which we consider to be issues of concern.

Issues of concern

Benchmark 4(d) – Clear consumer exit rights (fixed term)

63. The Terms do not contain a general right for consumers to terminate a fixed term plan without incurring a termination fee if there is a material change to the Terms. This general right is required by the benchmark.

Benchmark 5.2 – Clear contract variation procedures (non-price)

64. The benchmark requires consumers to be individually notified of all material non-price changes to the Terms. The Terms do not require individual notification.

Benchmark 13.1(b) – Clear disconnection process

65. The benchmark requires any notice of disconnection to describe the actions consumers can take to prevent disconnection. The Terms allow network companies to disconnect gas supply without notice to consumers, and therefore consumers will not receive notice of such actions when disconnection is by the network company.

Benchmark 13.3(a) – Clear disconnection process

66. The benchmark requires at least seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms allow network companies to disconnect gas supply without notice to consumers.
67. For disconnection by Genesis, the Terms provide for at least seven days' notice, with a further three days for delivery of the notice. Depending on when the notice is given this may be less than the seven working days' notice required by the benchmark.

Benchmark 13.3(b) – Clear disconnection process

68. The benchmark requires at least 24 hours' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms allow network companies to disconnect gas supply without notice to consumers.

Individual retailer results

Benchmark 13.4 – Clear disconnection process

69. The benchmark requires disconnection to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies. Under the Terms, disconnection will only be delayed after a dispute has been raised if the dispute relates to payment.
70. In addition, the Terms do not require delayed disconnection for payment disputes if the dispute is in Genesis' internal dispute resolution process only and is not with UDL, or if Genesis' internal process is complete even if the dispute is subsequently referred to UDL.

Benchmark 16.1 – Clear description of liability and redress

71. The benchmark requires any exclusion of liability to be "clearly reasonable".
72. While it is reasonable for Genesis to contract out of the CGA for business consumers (which it does), the other exclusions of liability applicable to business consumers must still be "clearly reasonable" for the Terms to meet the benchmark. We do not consider they are, in the following respects:
 - (a) Both Genesis and the network company's liability to business consumers is limited to direct physical damage arising from breach or negligence. Direct business interruption losses arising from breach or negligence are excluded.
 - (b) The network company's liability to business consumers is excluded completely if the network company has an exemption from being a member of UDL. We do not consider that a consumer's inability to access a particular dispute resolution forum should remove the lines company's liability exposure to the consumer in other fora.
 - (c) To the extent the network company's liability is not excluded, the network company's \$10,000 per event liability limit is spread across all business consumers. This could leave individual consumers without an effective remedy.
 - (d) The meter company's liability to business consumers is excluded completely unless the consumer has a direct contract with the meter company. We do not consider that the absence of a direct contract between a consumer and the meter company should remove the meter company's liability exposure to the consumer. This is not the case for the network company under the Terms.

Other issues

Benchmark 8(b) – Clear price increases

73. The benchmark requires consumers to be individually notified if the "price of gas supplied" increases by more than 5%. For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.
74. The Terms provide that Genesis will notify consumers individually of any increase in service fees or charges of more than 5% only if the increase is reasonably likely to have a material effect on the consumer.

Individual retailer results

Benchmark 12(b) – Clear metering obligations

75. The Terms contain no reference to reading meters on a monthly basis where business or business/residential consumption is between 250GJ and 10TJ per annum. This reference is required by the benchmark.

Individual retailer results

Mercury

76. We assessed Mercury's *Standard Terms & Conditions for Residential Customers*, as published on its website in July 2018, which apply to residential consumers only. We assessed Mercury's *12 Month Fixed Pricing Plan* and *2 Year Fixed Plan* terms against the benchmarks for fixed term plans.
77. We did not assess Mercury's *Standard Terms & Conditions for Business Customers* because Mercury confirmed it does not currently supply gas to business consumers.
78. Mercury provided comments on our draft assessment, which we have considered in coming to our final view.
79. We consider Mercury's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified five non-compliances with the benchmarks, three of which we consider to be issues of concern.

Issues of concern

Benchmark 5.2 – Clear contract variation procedures (non-price)

80. The benchmark requires consumers to be individually notified of all material non-price changes to the Terms. The Terms allow Mercury to notify consumers either by written notice or in a public notice if there is a material non-price change to the Terms.
81. Mercury says material changes will be communicated directly through letters, emails, bills or the consumer's account, and public notice is a backstop notification process if the consumer cannot be individually contacted. This practice is not reflected in the Terms.

Benchmark 13.3(a) – Clear disconnection process

82. The benchmark requires Mercury to give the consumer seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms do not require Mercury to give seven working days' notice of disconnection if the consumer defaults on a payment arrangement.
83. Mercury says a payment arrangement will only be put in place after the consumer has already received a warning notice, and therefore in practice the consumer will have received the seven working days' notice. However, that notice will be for a default preceding the payment arrangement default. We consider the benchmark to require a fresh notice for each default that may result in disconnection.

Benchmark 13.4 – Clear disconnection process

84. The benchmark requires disconnection to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies. The Terms provide that Mercury will not disconnect the consumer's gas supply for non-payment of a disputed portion of an invoice, but state that this does not prevent disconnection for other reasons such as material breaches of the Terms.

Individual retailer results

85. Mercury says the Terms do not limit delayed disconnection only to payment disputes and do not permit Mercury to disconnect for reasons that are the subject of a disputes process. However, the Terms do not reflect this. Mercury says it will review its Terms to clarify those points.

Other issues

Benchmark 2 – Clear safety information

86. The benchmark requires the Terms to provide gas safety and emergency information, or to refer to a document that contains that information. The Terms contain a link to the (now discontinued) Energy Safety Service website, which then links to the WorkSafe website.
87. We do not consider this meets the benchmark because the required gas safety and emergency information on the WorkSafe website is difficult to locate and not linked directly in the Terms. Mercury says it will review the website link in the next update of its Terms.

Benchmark 8(c) – Clear price increases

88. The benchmark requires reasons to be given for all increases in the price of gas supplied. The Terms require Mercury to give reasons for an increase in the price of gas supplied only if the increase is more than 5%.
89. Mercury says because the benchmarks do not require individual notice where the increase is less than 5%, there may not be an appropriate forum to explain the reasons. We consider a public notice would be an appropriate forum to explain the reasons.

Individual retailer results

Nova Energy – Residential

90. We assessed Nova's *General Terms and Conditions for Residential Customers*, effective 17 March 2015, which apply to residential consumers only. We assessed Nova's *Home Advantage Plan* terms against the benchmarks for fixed term plans.
91. Nova provided comments on our draft assessment, which we have considered in coming to our final view.
92. We consider Nova's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified six non-compliances with the benchmarks, three of which we consider to be issues of concern.

Issues of concern

Benchmark 13.1(b) – Clear disconnection process

93. The benchmark requires any notice of disconnection to describe the actions the consumer can take to prevent disconnection.
94. The Terms allow Nova, the network operator and other third parties to disconnect without notice in certain situations, such as where Nova has been requested by the network operator to disconnect or where the consumer has refused to provide access to the property when required to do so. Consumers in those situations will not be notified of the actions they can take to prevent disconnection.

Benchmark 13.3(a) – Clear disconnection process

95. The benchmark requires Nova to give the consumer at least seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
96. The Terms allow Nova, the network operator and other third parties to disconnect without notice in situations that are not emergency, legally required or consumer-requested disconnections.
97. Nova says it will take our comments from the draft assessment on board when updating its Terms and will make the disconnection process clearer. However, Nova says there will be circumstances where disconnection without notice is appropriate (e.g. for safety reasons and where required by law), and that there will also be circumstances where the network operator can disconnect consumers, or require Nova to disconnect consumers, without notice.
98. While benchmark 13.3 allows for disconnection for emergency, legally required or consumer-requested disconnections, the benchmark expressly states that consumers must be given notice where disconnection is at the instruction of a lines company or network operator.

Individual retailer results

Benchmark 13.3(b) – Clear disconnection process

99. The benchmark requires Nova to give the consumer a further notice of at least 24 hours for all disconnections, except emergency, legally required or consumer-requested disconnections.
100. The Terms allow Nova, the network operator and other third parties to disconnect without notice in situations that are not emergency, legally required or consumer-requested disconnections.
101. Nova’s response to this point and our comments on Nova’s response are described in the section on benchmark 13.3(a) at paragraphs 97 and 98.

Other issues

Benchmark 8(b) – Clear price increases

102. The benchmark requires consumers to be individually notified if the “price of gas supplied” increases by more than 5%. For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.
103. The Terms provide that Nova will notify consumers individually of any increase in service fees or charges of more than 5% only if the increase is reasonably likely to have a material effect on the consumer.
104. Nova considers that it has struck an appropriate balance between notifying consumers of charges that affect them (e.g. price changes) and the compliance cost of notifying consumers of changes that are unlikely to affect most consumers. It says that consumers will be made aware of fee changes if the changes affect them, at the relevant time. However, Nova also says it will take our feedback from the draft assessment on board when updating its Terms.

Benchmark 10.2(b) – Clear bond obligations

105. The benchmark requires the Terms to provide information on how bonds that are kept for more than 12 months will be refunded. The Terms provide that Nova will refund bonds that are kept for more than 12 months in accordance with its refund policy. However, the Terms do not define what the refund policy is or say where it can be found, and there is no refund policy on Nova’s website.
106. Nova says it will insert a refund policy / procedure into its Terms.

Benchmark 12(a) – Clear metering obligations

107. The Terms do not clearly describe who is responsible for providing the meter, as is required by the benchmark. Nova says it will make this clearer when updating its Terms.

Individual retailer results

Nova Energy – Commercial

108. We assessed Nova's *General Terms and Conditions for Commercial Customers*, effective 17 March 2015, which apply to business consumers only. We assessed Nova's *Business EnergySure Natural Gas Plan* terms against the benchmarks for fixed term plans.
109. Nova provided comments on our draft assessment, which we have considered in coming to our final view.
110. We consider Nova's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified 10 non-compliances with the benchmarks, five of which we consider to be issues of concern.

Issues of concern

Benchmark 5.1 – Clear contract variation procedures (non-price)

111. The benchmark requires Nova to give at least 30 days' notice for any non-price change to its Terms.
112. The Terms allow Nova to change the Terms without providing 30 days' notice (or any notice) if no pricing plan (fixed term plan) is applicable to the consumer's energy supply.
113. Nova proposes to update its Terms so that it can only change the Terms without notice where the change does not increase consumer charges and is unlikely to have a material detriment on the consumer. It is encouraging that Nova proposes to update its Terms, however, we do not consider that the proposed update addresses the benchmark for two reasons. Firstly, benchmark 5.1 is focused on non-price variations, so the reference to Nova only changing its Terms without notice where the change does not increase consumer charges is not relevant to this benchmark. Secondly, the benchmark requires all non-price changes to be notified even where the change is unlikely to have a material detriment on the consumer.

Benchmark 5.2 – Clear contract variation procedures (non-price)

114. The benchmark requires consumers to be individually notified of all material non-price changes to the Terms.
115. The Terms allow Nova to notify consumers of any change to the Terms by way of public notice. Nova provided feedback that it proposes to update its Terms to address compliance with this benchmark. When Nova updates its Terms, it should make clear that if it makes a material change to its Terms, it will communicate the change directly to the consumer and not by way of public notice.

Benchmark 13.1(b) – Clear disconnection process

116. The benchmark requires any notice of disconnection to describe the actions the consumer can take to prevent disconnection.

Individual retailer results

117. The Terms allow Nova, the network operator and other third parties to disconnect without notice in certain situations, such as where Nova has been requested by the network operator to disconnect or where the consumer has refused to provide access to the property when required to do so. Consumers in those situations will not be notified of the actions they can take to prevent disconnection.
118. Nova says it will take our comments from the draft assessment on board when updating its Terms and will make the disconnection process clearer. However, Nova says there will be circumstances where disconnection without notice is appropriate (e.g. for safety reasons and where required by law), and that there will also be circumstances where the network operator can disconnect consumers, or require Nova to disconnect consumers, without notice. We have provided comments on when disconnection without notice is appropriate at paragraphs 121 and 122.

Benchmark 13.3(a) – Clear disconnection process

119. The benchmark requires Nova to give the consumer at least seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
120. The Terms allow Nova, the network operator and other third parties to disconnect without notice in situations that are not emergency, legally required or consumer-requested disconnections.
121. Nova says it will take our comments from the draft assessment on board when updating its Terms and will make the disconnection process clearer. However, Nova says there will be circumstances where disconnection without notice is appropriate (e.g. for safety reasons and where required by law), and that there will also be circumstances where the network operator can disconnect consumers, or require Nova to disconnect consumers, without notice.
122. While benchmark 13.3 allows for disconnection for emergency, legally required or consumer-requested disconnections, the benchmark expressly states that consumers must be given notice where disconnection is at the instruction of a lines company or network operator.

Benchmark 13.3(b) – Clear disconnection process

123. The benchmark requires Nova to give the consumer a further notice of at least 24 hours for all disconnections, except emergency, legally required or consumer-requested disconnections.
124. The Terms allow Nova, the network operator and other third parties to disconnect without notice in situations that are not emergency, legally required or consumer-requested disconnections.
125. Nova's response to this point and our comments on Nova's response are described in the section on benchmark 13.3(a) at paragraphs 121 and 122.

Individual retailer results

Other issues

Benchmark 8(a) – Clear price increases

126. The benchmark requires Nova to give consumers at least 30 days' notice for any increase in the "price of gas supplied". For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.
127. The Terms allow Nova to increase a fee in its standard fees schedule (which is on Nova's website) without any notice to consumers.
128. Nova considers that it has struck an appropriate balance between notifying consumers of charges that affect them (e.g. price changes) and the compliance cost of notifying consumers of changes that are unlikely to affect most consumers. It says that consumers will be made aware of fee changes if the changes affect them, at the relevant time. However, Nova also says it will take our feedback from the draft assessment on board when updating its Terms.

Benchmark 8(b) – Clear price increases

129. The benchmark requires consumers to be individually notified if the price of gas supplied increases by more than 5%.
130. The Terms require Nova to notify consumers individually of an increase in rates and fees of more than 5% only if the increase is reasonably likely to have a material effect on the consumer's total bill. In addition, the Terms do not require Nova to give consumers individual notice where the increase is to a fee in Nova's standard fees schedule.
131. Nova says its intention was not to remove the need to notify consumers individually of fee changes, but to promise to notify consumers as soon as possible of an increase to its rates and fees that will have a material effect on the consumer's total bill. Nova also says it will take our feedback from the draft assessment on board when updating its Terms.

Benchmark 8(c) – Clear price increases

132. The benchmark requires reasons to be provided for all increases in the price of gas supplied.
133. The Terms generally require Nova to give reasons for any increase in its rates and fees. However, Nova can increase a fee in its standard fees schedule without notice, meaning that consumers will not be provided with reasons for the increase.
134. Nova considers that it has struck an appropriate balance between notifying consumers of charges that affect them (e.g. price changes) and the compliance cost of notifying consumers of changes that are unlikely to affect most consumers. It says that consumers will be made aware of fee changes if the changes affect them, at the relevant time. However, Nova also says it will take our feedback from the draft assessment on board when updating its Terms.

Individual retailer results

Benchmark 9.1(e) – Clear pricing information

135. The benchmark requires Nova to promptly refund any amount that has been overcharged, and for a timeframe for the refund to be specified (e.g. promptly or next invoice).
136. The Terms provide that where a consumer has been overcharged due to inaccurate metering equipment, Nova will credit the consumer’s account with any overcharged amount. However, the Terms do not specify a timeframe for providing a refund in these circumstances. Nova says it will insert a timeframe for providing such refunds.
137. We acknowledge that the Terms provide that Nova will “promptly” credit any overcharged amount to a consumer’s account if the consumer successfully disputes any amount owing.

Benchmark 10.2(b) – Clear bond obligations

138. The benchmark requires the Terms to provide information on how bonds that are kept for more than 12 months will be refunded. The Terms provide that Nova will refund bonds that are kept for more than 12 months in accordance with its refund policy. However, the Terms do not define what the refund policy is or say where it can be found, and there is no refund policy on Nova’s website.
139. Nova says it will insert a refund policy / procedure into its Terms.

Individual retailer results

Pulse Energy

- 140. We assessed Pulse's *Standard Terms and Conditions for the Supply of Energy – Residential Customers*, effective 30 August 2016, which apply only to residential consumers.
- 141. We did not assess Pulse's *Standard Terms and Conditions for the Supply of Energy – Business Customers* as it appears Pulse does not supply gas to commercial consumers. Pulse also does not appear to offer any fixed term plans for gas.
- 142. Pulse provided comments on our draft assessment, which we have considered in coming to our final view.
- 143. We consider Pulse's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified 11 non-compliances with the benchmarks, four of which we consider to be issues of concern. Two of the other non-compliances relate to bonds, which Pulse says it does not collect.

Issues of concern

Benchmark 3(a) – Clear consumer exit rights (open term)

- 144. The Terms do not specify the consumer's termination rights for the open term plans Pulse offers, as required by the benchmark.
- 145. The Terms allow the consumer to terminate "in accordance with the relevant terms of Your Product Schedule", but do not contain a link to the Product Schedules on Pulse's website. It is unclear whether the Product Schedules on the website will always apply or if bespoke Product Schedules might apply to individual consumers. Pulse's comments on our draft assessment suggest the latter, in which case it is unclear whether the consumer will see its Product Schedule (and whatever termination rights it contains) before signing up as a Pulse customer.
- 146. We located the standard Product Schedules on Pulse's website, which contain termination provisions that comply with the benchmark (30 days' notice required). The Terms also refer to permanent disconnection on 15 days' notice by the consumer. It is not clear to us how permanent disconnection differs in practice from termination.

Benchmark 13.3(a) – Clear disconnection process

- 147. The benchmark requires Pulse to give the consumer seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
- 148. Under the Terms, Pulse is required to give a minimum of seven days' notice of disconnection, which is less than the seven working days required by the benchmark. In addition, the Terms do not require Pulse to give notice for vacant disconnections (which we understand to mean nobody is occupying the premises being disconnected).
- 149. Pulse says it will correct the working day issue in a future update to its Terms. It is unclear whether Pulse intends to introduce a notice requirement for vacant disconnections. We do not think it is necessarily the case there will be nobody to notify of a vacant disconnection as Pulse's customer may live somewhere else.

Individual retailer results

Benchmark 13.3(b) – Clear disconnection process

150. The benchmark requires Pulse to give the consumer a further 24 hours' notice for all disconnections, except emergency, legally required or consumer-requested disconnections. The Terms do not require Pulse to give a further 24 hours' notice of disconnection due to certain types of payment default, or for "vacant disconnections" (which we understand to mean nobody is occupying the premises being disconnected).
151. Pulse says it will review this as part of a future update to its Terms. It is unclear whether Pulse intends to introduce a 24 hours' notice requirement for vacant disconnections. We do not think it is necessarily the case there will be nobody to notify of a vacant disconnection as Pulse's customer may live somewhere else.

Benchmark 13.4 – Clear disconnection process

152. The benchmark requires disconnection to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies. The Terms provide that, where a dispute about the basis for disconnection has been raised, disconnection will only be delayed if the dispute relates to payment.
153. Pulse says it only disconnects for non-payment or vacancy, and in the case of vacancy there will be nobody to raise a dispute. We do not think it is necessarily the case there will be nobody to dispute a vacant disconnection. In any event, the Terms permit disconnection in a wider variety of situations than non-payment or vacancy, not all of which relate to emergencies.

Other issues

Benchmark 2 – Clear safety information

154. There is no information in the Terms or on the linked page of Pulse's website about how to turn off gas supply to the premises, as required by the benchmark. Pulse says it will add this information to its website as updates are made.

Benchmark 6 – Clear supply obligations

155. The Terms do not clearly define the point of supply for gas, as required by the benchmark. Pulse says it will clarify this in a future update to the Terms.

Benchmark 8(a) – Clear price increases

156. The benchmark requires Pulse to give consumers at least 30 days' notice for any increase in the "price of gas supplied". For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.
157. The Terms allow Pulse to introduce additional "Delivery charges and flow through costs" without necessarily giving the consumer 30 days' notice.

Individual retailer results

158. Pulse says this is intended to capture charges that have not been previously disclosed to consumers because they did not exist. If a charge was imposed by a third party with immediate effect, Pulse says it would give as much notice as possible. This practice is not reflected in the Terms.

Benchmark 8(b) – Clear price increases

159. The benchmark requires consumers to be individually notified if the price of gas supplied increases by more than 5%. Under the Terms, Pulse is not required to notify consumers individually of increases greater than 5% to non-regular service fees or charges, such as special meter reading charges.
160. Pulse says the cost of individually notifying consumers of minor price changes may be more than the impact of the increase itself.

Benchmark 8(c) – Clear price increases

161. The benchmark requires reasons to be given for all increases in the price of gas supplied. The Terms only require Pulse to give reasons for an increase in fees or charges if the increase is more than 5%.
162. Pulse says the cost of communicating the reasons for a minor increase may be more than the impact of the increase itself.

Benchmark 10.1(a) – Clear bond obligations

163. The Terms do not contain, or require Pulse to provide, the reasons for requiring a bond from the consumer, as required by the benchmark.
164. Pulse says it does not collect bonds and will likely remove the bond provisions from the Terms in the future.

Benchmark 10.2(a) – Clear bond obligations

165. The Terms do not require Pulse to provide reasons for keeping a bond longer than 12 months. The bond is not automatically repaid where the consumer has paid on time for 12 months. Instead, the consumer has to request repayment. This does not meet the benchmark.
166. Pulse says it does not collect bonds and will likely remove the bond provisions from the Terms in the future.

Individual retailer results

Switch Utilities

167. We assessed Switch's *Standard Terms and Conditions*, effective 7 December 2016, which apply to both residential and business consumers. Switch does not currently offer fixed term plans for gas.
168. We consider Switch's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified 10 non-compliances with the benchmarks, five of which we consider to be issues of concern.

Issues of concern

Benchmark 9.1(a) – Clear pricing information

169. The benchmark requires prices to be clear to consumers, either in the Terms or publicly available (for example, on Switch's website).
170. Neither the Terms nor Switch's website specify Switch's rates, fees or charges. Consumers need to provide their details online and a Switch representative will contact them with pricing information.

Benchmark 13.1(b) – Clear disconnection process

171. The benchmark requires any notice of disconnection to describe the actions the consumer can take to prevent disconnection.
172. Under the Terms, Switch will only notify the consumer of a network company disconnection if Switch receives a disconnection notice from the network company. If Switch is not notified then the consumer may not be either and may not receive information on how to prevent disconnection.
173. The Terms require Switch to give at least 24 hours' notice if it is disconnecting for breaches other than non-payment, but that notice does not have to include the actions the consumer can take to prevent disconnection.

Benchmark 13.3(a) – Clear disconnection process

174. The benchmark requires Switch to give the consumer at least seven working days' notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
175. The Terms require Switch to give at least 10 days' notice of disconnection (which may be less than seven working days depending on when notice is given). However, the 10 days' notice does not apply to network company disconnection, for which no notice may be provided.

Individual retailer results

Benchmark 13.3(b) – Clear disconnection process

176. The benchmark requires Switch to give the consumer a further 24 hours’ notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
177. The Terms require Switch to give the consumer a further 24 hours’ notice of disconnection. However, the 24 hours’ notice does not apply to network company disconnection, for which no notice may be provided.

Benchmark 16.1 – Clear description of liability and redress

178. The benchmark requires any exclusion of liability to be “clearly reasonable”.
179. While it is reasonable for Switch to contract out of the CGA for business consumers (which it does), the other exclusions of liability applicable to business consumers must still be “clearly reasonable” for the Terms to meet the benchmark. We do not consider they are, in the following respects:
- (a) Both Switch and the network company’s liability to business consumers is limited to direct physical damage arising from breach or negligence. Direct business interruption losses arising from breach or negligence are excluded.
 - (b) The network company’s liability to business consumers is excluded completely if the network company has an exemption from being a member of UDL. We do not consider that a consumer’s inability to access a particular dispute resolution forum should remove the lines company’s liability exposure to the consumer in other fora.
 - (c) To the extent the network company’s liability is not excluded, the network company’s \$10,000 per event liability limit is spread across all business consumers. This could leave individual consumers without an effective remedy.
 - (d) The metering equipment provider’s liability to business consumers is excluded completely unless the consumer has a direct contract with the metering equipment provider. We do not consider that the absence of a direct contract between a consumer and the metering equipment provider should remove the metering equipment provider’s liability exposure to the consumer. This is not the case for the network company under the Terms.

Other issues

Benchmark 6 – Clear supply obligations

180. The Terms do not specify the point of supply for gas, which is required by the benchmark.

Benchmark 8(b) – Clear price increases

181. The benchmark requires consumers to be individually notified if the “price of gas supplied” increases by more than 5%. For consistency with the 2015 benchmark assessment report, we have interpreted the benchmark as applying to both rates and to service fees and charges.

Individual retailer results

182. The Terms provide that Switch will notify consumers individually of any increase in fees or charges of more than 5% only if the increase is reasonably likely to have a material effect on consumers.

Benchmark 12(b) – Clear metering obligations

183. The Terms contain no reference to reading meters on a monthly basis where business or business/residential consumption is between 250GJ and 10TJ per annum. This reference is required by the benchmark.

Benchmark 13.4 – Clear disconnection process

184. The benchmark requires disconnection of gas supply to be delayed if any dispute about the basis for disconnection has been raised, except in emergencies.
185. The Terms provide that Switch will delay disconnection only if the consumer raises a dispute based on non-payment of an invoice or breach of a material term, and not if the consumer raises a dispute based on network company disconnection or if Switch is disconnecting for other reasons.

Benchmark 13.5 – Clear disconnection process

186. The benchmark requires the Terms to set out disconnection and reconnection charges and, if the Terms refer to an online pricing schedule, for those charges to be available online.
187. The Terms refer to a schedule of fees on Switch's website for disconnection and reconnection charges, but there is no such schedule.

Individual retailer results

Trustpower

188. We assessed Trustpower's *Full Terms for Your Power & Gas*, effective 1 July 2018, which apply to both residential and business consumers. We assessed Trustpower's *Friends Extra Terms and Conditions* and *Terms and Conditions for a Fixed Term Arrangement* against the benchmarks for fixed term plans.
189. We did not assess Trustpower's *General Conditions for Commercial Customers* as those terms appear to apply to electricity only.
190. Trustpower provided comments on our draft assessment, which we have considered in coming to our final view.
191. We consider Trustpower's Terms to be substantially compliant with the benchmarks. This is the same as the overall level of compliance assessed in 2015. We have identified 12 non-compliances with the benchmarks, three of which we consider to be issues of concern.

Issues of concern

Benchmark 4(d) – Clear consumer exit rights (fixed term)

192. The Terms do not contain a general right for consumers to terminate a fixed term plan without incurring a termination fee if there is a material change to the Terms. This general right is required by the benchmark.
193. Trustpower says its practice is not to apply termination fees in this type of situation, and that it will update its Terms to reflect this practice.

Benchmark 9.1(e) – Clear pricing information

194. The benchmark requires a prompt refund for all amounts that have been over-charged. The Terms require overpayments to be promptly refunded only if the reason is meter-related.
195. Trustpower says its practice is to provide a refund or a credit to the consumer if it has made any billing error, and that it will amend its Terms to reflect this practice.

Benchmark 16.1 – Clear description of liability and redress

196. The benchmark requires any exclusion of liability to be "clearly reasonable".
197. While it is reasonable for Trustpower to contract out of the CGA for business consumers (which it does), the other exclusions of liability applicable to business consumers must still be "clearly reasonable" for the Terms to meet the benchmark. We do not consider they are because all third party service provider obligations (and therefore liability) to the consumer are excluded completely.
198. Trustpower says this is reasonable for the reasons in paragraph 19 of this report, which we disagree with for the reasons in paragraph 20. Absent the operation of the CGA, we think it is

Individual retailer results

unlikely Trustpower would accept liability to a business consumer for a third party service provider issue. That would leave the consumer without a remedy.

Other issues

Benchmark 5.1 – Clear contract variation procedures (non-price)

199. The benchmark requires 30 days' notice to be given for all changes to the Terms. The Terms allow Trustpower to make minor changes to its Terms without notice, provided that the change more closely aligns the Terms with good industry practice or mandated requirements, and the change is beneficial and/or of immaterial consequence to the consumer.
200. Trustpower accepts the Terms do not strictly comply with the benchmark, but says its ability to make minor changes on those grounds is for the consumer's benefit.

Benchmark 6 – Clear supply obligations

201. The Terms do not clearly define the point of supply for gas, as required by the benchmark.
202. Trustpower says it will include an additional diagram that more clearly defines the point of supply for gas in the next release of its Terms.

Benchmark 8(b) – Clear price increases

203. The benchmark requires consumers to be individually notified if the "price of gas supplied" increases by more than 5%. The Terms provide that Trustpower will notify consumers individually of any increase in service fees only if the increase is reasonably likely to have a material effect on the consumer.
204. Trustpower says the "price of gas supplied" excludes service fees. While we have some sympathy for that interpretation, for consistency with the 2015 benchmark assessment report we have interpreted the benchmark as applying both to rates and to service fees and charges.

Benchmark 8(c) – Clear price increases

205. The benchmark requires reasons to be provided for all increases in the price of gas supplied. The Terms imply that reasons for an increase in the price of gas supplied will only be provided if the increase is greater than 5% or if an increase in service fees will have a material impact on the consumer.
206. Trustpower says it will amend its Terms to comply with the benchmark.

Benchmark 9.3(a) – Clear pricing information

207. The benchmark requires the Terms to clearly describe any additional costs associated with metering equipment. The Terms require the consumer to contact Trustpower to find out the cost of a new meter, and the consumer may not be informed of the cost before it is incurred.

Individual retailer results

Trustpower has standard meter charges on its website, but the Terms do not direct consumers to those charges.

208. Trustpower says if consumers contact Trustpower for a new meter or meter testing, they will be informed of meter charges prior to any work being carried out, and will not be charged if Trustpower undertakes such work without a request from the consumer. This practice is not reflected in the Terms.

Benchmark 12(b) – Clear metering obligations

209. The Terms contain no reference to reading meters on a monthly basis where business or business/residential consumption is between 250GJ and 10TJ per annum. This reference is required by the benchmark.
210. Trustpower says an undertaking contained in its Terms to read meters in accordance with applicable regulations or codes of practice is sufficient for it to comply with all meter reading frequency obligations. We do not consider this undertaking to be sufficient because the benchmark requires the frequency of meter readings to be “clearly described”.

Benchmark 13.2 – Clear disconnection process

211. The benchmark only permits disconnection for non-payment if the non-payment relates to energy. The Terms allow Trustpower to disconnect if the consumer’s “account” remains unpaid. It is unclear if “account” refers to the consumer’s account for phone or broadband services as well as energy.
212. Trustpower says its phone and broadband services are subject to separate terms, and “account” refers only to the consumer’s account for energy. This is not clear in the Terms.

Benchmark 13.3(a) – Clear disconnection process

213. The benchmark requires Trustpower to give the consumer at least seven working days’ notice for all disconnections, except emergency, legally required or consumer-requested disconnections.
214. The Terms allow Trustpower to disconnect without notice if it ceases to have an agreement with the network owner that provides line function services to the consumer’s premises.
215. Trustpower says it will amend its Terms to reflect that, where practicable, the seven working days’ notice will be given if it ceases to have an agreement with the network owner (which we acknowledge is a relatively unlikely basis for disconnection).

Benchmark 13.3(b) – Clear disconnection process

216. The benchmark requires Trustpower to give the consumer a further 24 hours’ notice for all disconnections, except emergency, legally required or consumer-requested disconnections.

Individual retailer results

- 217. The Terms allow Trustpower to disconnect without notice if it ceases to have an agreement with the network owner that provides line function services to the consumer's premises.
- 218. Trustpower says it will amend its Terms to reflect that, where practicable, the 24 hours' notice will be given if it ceases to have an agreement with the network owner (which we acknowledge is a relatively unlikely basis for disconnection).

GIC Reasonable Consumer Expectations

219. We have been asked to comment on the Terms' alignment with the GIC's Reasonable Consumer Expectations for the Scheme (RCEs). The RCEs are attached to this report as **Appendix 3**.
220. Several of the RCEs relate to the way the retailers behave towards consumers rather than the content of their Terms. Commenting on those aspects of the RCEs is beyond the scope of this exercise. We know from some of the feedback we received on the draft assessments that the Terms do not always reflect the more consumer-friendly practices of the retailers.
221. However, the Terms and their links to the retailers' websites do allow us to comment on some RCEs at a high level.

Meaningful choice

222. RCEs 1, 2 and 3 relate to there being a range of pricing plans, products and services and ready access to information on those options and suppliers, such that consumers are readily able to choose between them.
223. Information on rates and pricing plans is generally reasonably accessible on the retailers' websites, usually by inputting an address into a price comparison or billing estimate tool. Only one retailer (Switch) requires consumers to enter their details first and then be contacted about rates. We think Switch should reconsider that approach to allow consumers to more readily compare prices.
224. Most of the retailers also have information on fees and charges (e.g. standard disconnection and reconnection charges) on their website, although sometimes this information is relatively difficult to find. We recommend retailers consider changes to their websites to make this information easier to locate, and/or include direct links to it in their Terms.

Supply connections and disconnections, and contract termination

225. RCEs 5, 6 and 7 relate to the disconnection process being reasonable, including consumers being notified and having an opportunity to remedy the issue that has triggered disconnection.
226. The Terms generally require the retailers to give benchmark-compliant notices of disconnection when the retailer is initiating the disconnection, although there are some carve-outs that go beyond what is permitted by the benchmarks.
227. However, most Terms do not commit to notices being given when the disconnection is initiated by the network operator. In that case, it seems possible the consumer will be disconnected without notice and without an opportunity to correct whatever the issue is. Also, some of the Terms are vague about what the grounds for network operator disconnection are.
228. We think the retailers should take more responsibility for communicating with their customers about disconnections that are initiated by the network operator. This may require some changes to the agreements or protocols that exist between the retailers and the network operators.

GIC Reasonable Consumer Expectations

Contractual terms and conditions

229. RCEs 11 and 12 relate to the Terms being reasonable, complete and easy to understand.
230. We have assessed all of the Terms as substantially compliant with the benchmarks overall. The Terms are therefore reasonable and complete by the standards reflected in the benchmarks.
231. We are pleased overall with the presentation of the Terms. The majority of the Terms include descriptive titles that signpost the content of the clauses that follow and make it reasonably easy for readers to locate the topics they are looking for.
232. However, we do think there is room for improvement. For example:
- (a) Where the Terms refer to information located on the retailers' websites, that information can sometimes be difficult to find. As noted above at paragraph 224, this is particularly the case for information relating to fees and charges. Some Terms could be improved by directing consumers to the specific parts of the retailer's website where the referenced information is available.
 - (b) In some of the Terms not all information about a topic is in the same place, particularly the information about the circumstances in which the consumer may be disconnected. Also, some of the Terms have different rules for disconnection and termination but are not clear on what the difference is.
 - (c) Although clear enough to a lawyer, some of the Terms contain complicated liability provisions that are wordy and difficult to piece together. We suspect some of the liability sections have been developed iteratively, which has led to repetition, overlaps and ordering issues. We also consider some liability sections could be more clearly drafted to highlight the primacy of the CGA remedies for residential consumers.

Access to remedies

233. RCEs 21 and 22 relate to consumers having access to arrangements for dealing with complaints and appropriate remedies.
234. All of the Terms:
- (a) contain clear information about how a consumer can raise a complaint or dispute with the retailer;
 - (b) refer to the consumer's right to raise complaints with UDL; and
 - (c) preserve residential consumers' rights and remedies under the CGA.
235. In our view, some of the Terms that apply to business consumers do not provide "clearly reasonable" remedies for those customers ("clearly reasonable" being the standard under benchmark 16). Of particular concern in this regard are:
- (d) the complete exclusion of direct business interruption liability in the Contact, Genesis and Switch Terms; and
 - (e) the complete exclusion of all network operator liability in the Contact and Trustpower Terms.
236. Paragraphs 19 and 20 of this report contain some more detailed comments on the second of these issues.

Appendix 1: Retail Contracts Scheme Benchmarks

Benchmark 1 - Clear supply commencement

Benchmark	GIC Interpretation
1.1. The gas supply arrangements must state when the supply of gas is to commence, either by stating a specific commencement date or the circumstances that will determine the commencement date.	<p>This benchmark concerns supply commencement not contract commencement. It must be reasonably clear when supply commences.</p> <p>The benchmark requires the commencement date to be either:</p> <ul style="list-style-type: none"> an actual date agreed between the Retailer and the Consumer; a method for determining a date (e.g. “the earliest possible date” or “the date you move in” or “the date you start taking supply from us” or “as soon as possible following our acceptance of your application”); or a date determined by the switching regulations or rules. <p>Benchmark is not met by a statement that supply commences when the Consumer starts taking supply.</p> <p>Benchmark not met by the customer stating (eg on an Application Form) when they would “like” supply to occur, but is met by the customer stating when they “require” supply to occur.</p>
1.2. Where the gas supply arrangements are completed after the Retailer has begun supplying gas to the Consumer, the gas supply arrangements will commence from the date that gas is first supplied to the Consumer.	<p>This benchmark concerns contract commencement not supply commencement. Benchmark requires it to be clear that arrangements can be back-dated to the date that supply commenced.</p> <p>Benchmark met by statement that Consumer becomes a customer by:</p> <ul style="list-style-type: none"> continuing to receive and use gas at premises where a previous customer has left arranging for Retailer to turn on gas supply that had been previously turned off. <p>Benchmark not met if back-dating of contract commencement date is not mentioned.</p>

Benchmark 2 - Clear safety information

Benchmark	GIC Interpretation
2. The gas supply arrangements must provide information to Consumers on emergency procedures and safety information, or provide a description of where information on emergency procedures and safety information is located.	<p>Benchmark met if the specified safety information and information on emergency procedures is contained in:</p> <ul style="list-style-type: none"> the contract; or a document referred to in the contract, even if the contract does not specify what information is contained in that other document. <p>Safety issues are also addressed by other industry requirements and Gas Industry Co acknowledges that, in an emergency, safety information recorded in contractual arrangements is unlikely to be immediately at hand. However, contractual arrangements are a mechanism for raising safety awareness.</p> <p>Information on emergency procedures is to include information on how the Consumer can turn off their gas supply in an emergency and information on the procedures for reconnection after the emergency.</p> <p>Safety information is to include information such as:</p> <ul style="list-style-type: none"> when the Consumer must obtain compliance certificates what the Consumer should do to ensure gas safety at the Consumer’s premises, including how to turn off gas supply who the Consumer should call if there is an emergency involving gas at the Consumer’s premises.

Benchmark 3 - Clear consumer exit rights (open term)

Benchmark	GIC Interpretation
3. Open term gas supply arrangements must provide the Consumer with the ability to cease gas supply from the existing Retailer:	<p>If an arrangement has an initial fixed term followed by an open term, both benchmark 4 and 3 are relevant respectively.</p> <p>“Cease gas supply” includes provisions dealing with disconnection, discontinuing supply, terminating the agreement, exiting and ceasing being a customer.</p>
(a) at any time without unnecessary delay;	<p>Benchmark not met if:</p> <ul style="list-style-type: none"> there are restrictions on the circumstances in which the Consumer can terminate (the Consumer should be able to terminate at ANY time) following termination, the charges only cease on a date agreed by the Retailer (as the Retailer could unreasonably withhold its agreement, except under the switching rules) the Retailer can continue its daily fixed charge until gas is disconnected or decommissioned (as this is outside the Consumer’s control). <p>Benchmark may be met where:</p> <ul style="list-style-type: none"> termination is subject to the Consumer allowing the Retailer to perform a final

	<p>meter reading</p> <ul style="list-style-type: none"> the length of notice that the Consumer must give is specified, but there is not a corresponding obligation on the Retailer to disconnect (one is implied). <p>There is an unnecessary delay if more than one month's notice of termination is needed.</p>
(b) irrespective of any offer that the existing Retailer may make with respect to price or any other aspect of continued supply from that Retailer; and	Benchmark not met where the Consumer can't switch to an alternative Retailer, unless the current Retailer is unwilling to match the alternative Retailer's offer.
(c) without incurring any charges other than the direct costs related to termination, i.e. without penalty fees or exit fees.	

Benchmark 4 - Clear consumer exit rights (fixed term)

Benchmark	GIC Interpretation
4. Fixed term gas supply arrangements must clearly state:	If application form or terms and conditions do not specify a fixed term, assume that the arrangement is for open term only and that the benchmark is not applicable.
(a) the expiry date;	<p>Benchmark met if the expiry date can be calculated as provided in the contract.</p> <p>Benchmark not met if:</p> <ul style="list-style-type: none"> arrangement automatically rolls over for the same fixed term, unless prior notice is given. Gas Industry Co considers that roll-overs should be on an open term basis the Consumer can't switch to an alternative Retailer at the end of the term, unless the current Retailer is unwilling to match the alternative Retailer's offer.
(b) the provisions for early termination (i.e. prior to the expiry date);	<p>Benchmark relates to the Consumer's right to terminate, not the Retailer's.</p> <p>Benchmark is:</p> <ul style="list-style-type: none"> not met by general right to terminate (eg for breach) or if contract is silent on right to convenience termination met by a statement that the Consumer has no right or has limited rights to convenience termination.
(c) the basis on which any early termination charges will be calculated, if early termination is allowed; and	Benchmark met if no early termination charge is mentioned.
(d) if the Retailer seeks to materially change the terms or conditions during the fixed term period, the Consumer may terminate the arrangement during the notice period before such changes take effect, without paying any charges associated with the early termination.	

Benchmark 5 - Clear contract variation procedures (non-price)

Benchmark	GIC Interpretation
5.1. Retailers may change the non-price terms and conditions of the gas supply arrangements upon giving the Consumer no less than 30 days' notice of the changes.	<p>If arrangement has separate provisions for price terms, assume that general right to amend contract applies to non-price terms only.</p> <p>Benchmark met if:</p> <ul style="list-style-type: none"> the Retailer has no express right to amend the contract (assume that the Retailer won't change without each Consumer's agreement) one month's notice is given (February is less than 30 days). <p>Benchmark not met if less than 30 days' notice can be given.</p> <p>Benchmark not failed merely because the Retailer can change the arrangement on shorter notice, in the event of temporary supply emergencies.</p>
5.2. The gas supply arrangements must specifically provide for material changes in the terms of the gas supply arrangements to be directly communicated to Consumers and not through public notices.	<p>This benchmark relates to non-price variations only. Price variations are addressed in benchmark 8.</p> <p>Benchmark met if all non-price variations must be directly communicated to the Consumer.</p>

Benchmark 6 - Clear supply obligations

Benchmark	GIC Interpretation
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Benchmark	GIC Interpretation
6. Each arrangement should describe the Retailer's obligation to supply gas of an acceptable quality to a specified point.	<p>Supply obligation</p> <p>Benchmark may be met if:</p> <ul style="list-style-type: none"> the Retailer's obligation is to: <ul style="list-style-type: none"> endeavour to supply gas (including "best" and "reasonable" endeavours and "aim to") supply up to a maximum quantity of gas provide an "energy service" or "energy supply" rather than "supply gas" the Retailer cannot guarantee to provide a continuous supply of gas the arrangement describes the point of supply, but there is no express requirement for the Retailer to supply to that point (the obligation is assumed) supply is subject to the safety of the Consumer's site when connected to the local distribution gas network supply must be exclusively from the Retailer obligations for transporting gas across a distribution network is excluded only where the network operator requires its own agreement with the Consumer. <p>Quality</p> <p>Benchmark may be met if:</p> <ul style="list-style-type: none"> the Retailer agrees to comply with all relevant laws; or quality may vary for reasons beyond the Retailer's control <p>Point of supply</p> <p>Benchmark may be met if:</p> <ul style="list-style-type: none"> the point of supply is: <ul style="list-style-type: none"> as defined by reference to gas regulations (see regulation 5 of the Gas (Safety and Measurement) Regulations 2010) the point at which gas exits the meter defined as "all energy past the meter is your responsibility" <p>Benchmark not met if:</p> <ul style="list-style-type: none"> the arrangement only describes the point of electricity supply the Retailer or network company can determine the point of supply (too general), unless the arrangement also details where the point of supply is usually. the point of supply is described as "the point at which gas flows from a gas network into the Consumer's installation, appliance or reticulation system" as that point itself is unclear.

Benchmark 7 - Clear supply restoration procedures

Benchmark	GIC Interpretation
7. The gas supply arrangements must set out how the Retailer will respond to the Consumer where the gas supply is interrupted.	<p>Benchmark relates to how the Retailer responds to interruptions to gas supply, not other service issues. The circumstances in which supply may be interrupted are addressed in benchmark 14.</p> <p>Benchmark not met by a standard complaints procedure. Supply interruptions should be dealt with more promptly.</p> <p>Benchmark met by:</p> <ul style="list-style-type: none"> reasonable endeavours obligation (e.g. by the Retailer using reasonable endeavours to restore supply as soon as reasonably practicable); or the Retailer 'working with the relevant parties to try to minimise any inconvenience'.

Benchmark 8 - Clear price increases

Benchmark	GIC Interpretation
8. In order to increase the price of gas supplied under the gas supply arrangements, the gas supply arrangements must state:	
(a) the length of notice that shall be given before the price increase takes effect, which shall be not less than 30 days from the giving of notice;	
(b) the method by which notice shall be given...	<p>Benchmark not met where the method of notice is unclear.</p> <p>Benchmark met by public notice (eg on website or newspaper).</p> <p>Benchmark may be met by a general notice clause specifying how all notices from the Retailer will be given.</p>

Benchmark	GIC Interpretation
...provided that, if the increase in price is more than 5%, a separate notice of the increase must be individually communicated to the Consumer in writing...	<p>Benchmark not met by:</p> <ul style="list-style-type: none"> public notice (eg on website or newspaper) automatic price review (eg annual) that is not notified, despite it being “communicated” in the arrangement. <p>Benchmark met by:</p> <ul style="list-style-type: none"> emailed notice notice in next invoice.
(c) that the notice will include the reasons for the increase.	<p>Benchmark met if contract only requires notice of the general reasons for the increase.</p> <p>Benchmark not met by provision that Consumers can request the cause of a price increase.</p>

Benchmark 9 - Clear pricing information

Benchmark	GIC Interpretation
9.1. The gas supply arrangements must:	
(a) refer to the relevant prices or pricing schedule (as may be produced by the Retailer from time to time) of products and services available to the Consumer;	<p>Without comprehensive analysis and discussion with each Retailer, it will not be possible for the reviewers to assess whether prices are accurately and comprehensively described in any arrangement.</p> <p>The benchmark requires the prices to be clear to the Consumer, whether in the arrangement itself (eg application form) or publically available (eg on the Retailer’s website or in another publically accessible location).</p> <p>Benchmark met if a price plan is referenced to in the arrangement but the arrangement does not describe where Consumers may find the price plan, provided the price plan is in fact available on the Retailer’s website.</p> <p>Benchmark not met:</p> <ul style="list-style-type: none"> if arrangement does not specify where price information can be found if the specified location of price information is not publically available.
(b) state that the Consumer is liable for the charges, but only for those charges, for all of the services provided under the gas supply arrangements;	<p>Benchmark met if contract clearly specifies the charges that the Consumer will be liable for.</p> <p>Benchmark not met if:</p> <ul style="list-style-type: none"> Consumer liable for unspecified charges (eg “all other costs”) the amount of any charges are open ended (does not apply where the Consumer will receive advance notice of change to these charges).
(c) state the time from which the Consumer will be liable for the charges;	The intention behind this benchmark is adequately addressed in benchmark 1. No need to assess here.
(d) in the case of bills based on estimates, the Retailer will provide a simple explanation of how the estimate will be calculated...	<p>Benchmark met if the:</p> <ul style="list-style-type: none"> the contract itself explains how the estimate is calculated; or the contract simply provides that the estimate must be “reasonable”. the contract states that an explanation will be given on request (e.g. by calling)
...and of the process that will be used for correcting any estimates;	<p>Benchmark met:</p> <ul style="list-style-type: none"> if Retailer will invoice according to a meter reading performed by the Consumer even where the Consumer’s right to request a correction is limited (eg because Consumer can only request a test annually).
(e) provide that if the Retailer makes an error and charges an incorrect amount to the Consumer, then upon becoming aware of the error the Retailer will promptly refund any amount that has been over-charged...	<p>Benchmark met if:</p> <ul style="list-style-type: none"> over-charging will be credited against next invoice an appropriate adjustment will be made. <p>However, benchmark not met if:</p> <ul style="list-style-type: none"> the time frame is not mentioned (“next invoice” is acceptable) the Consumer can only request metering tests each 12 months and adjustment only extends back to the date of testing (as refund may exclude many months of overcharging).
...and may invoice the Consumer for any amounts which have been under-charged subject to sub-clause (f); and	<p>Benchmark not met if arrangement does not provide that under-charging may be invoiced.</p> <p>Benchmark met if:</p> <ul style="list-style-type: none"> under-charging can be included in subsequent invoice the under-charged amount is payable after the dispute is resolved, even if the amount is not required to be invoiced.
(f) the gas supply arrangements must include reasonable limits on the Retailer’s ability to invoice consumers for amounts which have previously been under-charged.	<p>“Reasonable limits” on a Retailer’s ability to invoice Consumers for amounts which have been previously under-charged include provisions to the effect of the following (where the Consumer is not responsible for the lateness of the invoice):</p> <ul style="list-style-type: none"> the Retailer must consider and reasonably take into account whether the Retailer or the Consumer contributed to the error or could reasonably have been expected to know of the error;

Benchmark	GIC Interpretation
	<ul style="list-style-type: none"> if the bill is sent more than two months after the end of the period to which it relates, the Consumer has at least the length of time covered by the bill to pay it; if a bill is more than three months late, the Company should negotiate an appropriate discount with the Consumer; and no interest will be payable on any incorrect or late bills. The Retailer will not seek to recover amounts for under-charging if an unreasonable period has lapsed (for example 3+ years).
9.2. If the Retailer offers alternative payment options to Consumers, a simple explanation of how those options operate must be set out in the gas supply arrangements.	Benchmark met if arrangement does not provide for payment options (assumed that Retailer does not offer any).
9.3. Metering: In relation to the metering of gas supply to the Consumer, the gas supply arrangements must clearly describe: (a) any additional costs associated with providing, correcting, changing, or removing metering equipment, which may be listed in a separate schedule;	<p>Benchmark met if the arrangement:</p> <ul style="list-style-type: none"> specifies the costs in a separate schedule; does not mention any additional costs (assume there are none) says costs of an unspecified amount may be payable (eg "inspection, repair and/or replacement costs") and provides that the Consumer will be informed prior to taking any action on a meter which may incur a charge. <p>Benchmark not met if the arrangement:</p> <ul style="list-style-type: none"> says costs of an unspecified amount may be payable, but does NOT provide that the Consumer will be informed prior to taking any action on a meter which may incur a charge.
(b) the process to be followed in the event that either the Retailer or the Consumer suspects that a meter is recording or reading incorrectly...	
...and the method for correcting previous billed consumption if found to be incorrect.	<p>Benchmark requires the contract to deal with both:</p> <ul style="list-style-type: none"> the <i>quantum</i> of the correction (eg consumption will be reasonably adjusted); and the <i>manner</i> of the correction (eg invoices will be re-issued and/or the customer's account credited). <p>Benchmark not met by:</p> <ul style="list-style-type: none"> dealing with the method of testing, without describing the quantum or the manner of the correction; ; or providing that consumption will be adjusted, without describing the manner of the correction.

Benchmark 10 - Clear bond obligations

Benchmark	GIC Interpretation
10.1. Where the Retailer requires a bond from the Consumer, the gas supply arrangements must state:	Benchmark met in full if arrangement does not reference bonds (assume that bonds are not required). If arrangements provides that "other lending criteria apply" it is assumed that bonds may be required.
(a) the requirement for the Retailer to provide to the Consumer the reasons for requiring a bond;	Benchmark not met if arrangement says "if we have concerns about your ability to pay we may require a bond". The arrangement must oblige the Retailer to give more detailed reasons in each case.
(b) the period of time within which the bond must be paid to the Retailer; and	This benchmark does not need to be scored. It is reasonable for bonds to be paid before supply commences. Any additional time for payment allowed by a Retailer will not prejudice the Consumer.
(c) how long the Retailer will keep the bond.	<p>Benchmark met if arrangement:</p> <ul style="list-style-type: none"> describes the <i>circumstances</i> in which the bond will be released, rather than a specific time period provides an indefinite period for retaining bonds, provided the bond will be returned on termination and payment of outstanding charges.
10.2. If the Retailer keeps the bond for longer than 12 months, it must provide:	Benchmark not met if arrangement includes no restriction on the time that a bond may be kept (assume it may be kept for longer than 12 months).
(a) its reasons for doing so;	Benchmark met if arrangement provides that the balance of any bond will be repaid after 12 months if you have paid all invoices on time (assume that reason for keeping it is non-payment of invoices on time).
(b) information on how the bond will be refunded; and	
(c) whether or not interest is payable on the bond.	

Benchmark 11 - Clear consumer site responsibilities

Benchmark	GIC Interpretation
11.1 The gas supply arrangements must:	
(a) explain the Consumer's responsibilities in relation to gas lines, meters and other equipment on the Consumer's premises and for compliance with all safety and technical requirements under regulations and codes of practice;	"On the Consumer's premises" includes both sides of the point of supply. Benchmark not met if the Consumer is required to provide certification in relation to the Retailer's equipment at the Consumer's site.
(b) state the rights of the Retailer and/or their agents to gain access to gas lines and equipment located on the Consumer's premises; and	"On the Consumer's premises" includes both sides of the point of supply.
(c) the consequences the Consumer may face for not granting access.	Benchmark not met by general statement that the Retailer may terminate or suspend the arrangement for breach.
11.2 Metering In relation to the metering of gas supply to the Consumer, the gas supply arrangements must clearly describe the Consumer's responsibility for protecting, not tampering with, and providing access to meter(s) for maintenance and reading purposes.	

Benchmark 12 - Clear metering obligations

Benchmark	GIC Interpretation
12. In relation to the metering of gas supply to the Consumer, the gas supply arrangements must clearly describe:	See also benchmarks 8 and 11.
(a) the requirements for metering relevant to the pricing options selected by the Consumer;	The arrangement must make it clear who has responsibility for: <ul style="list-style-type: none"> providing the meter maintaining the meter.
(b) the frequency of meter readings; and	The arrangement must: <ul style="list-style-type: none"> clearly describe the frequency in which the Retailer will read meters be consistent with the Retailer's legal obligations for frequency of meter reading. <p>Gas Industry Co assumes all TOU (time of use) meters will comply with legal frequency obligations. In terms of Retailer's legal obligations for frequency of non-TOU meters:</p> <ul style="list-style-type: none"> the Gas (Downstream Reconciliation) Rules 2008 require (in general terms) that Retailers must read meters as follows: <ul style="list-style-type: none"> for expected consumption between 250 GJ pa and 10 TJ pa, monthly for all lower expected consumption: <ul style="list-style-type: none"> each individual meter at least once every 12 months, unless exceptional circumstances prevent; and at least 90% of the meters once every 4 months (Gas Industry Co notes that this aggregate obligation cannot be applied at the level of individual arrangements) Under the EGCC's Gas Code of Practice meter readings should take place a minimum of four times a year, unless the Consumer agrees individually otherwise or does not provide the Retailer with reasonable access to the meter. For the purpose of this benchmark, the code is not a legal obligation unless the Retailer agrees in the arrangement to comply with it.

Benchmark	GIC Interpretation								
	<p>Accordingly, arrangements must provide at least the following:</p> <table border="1"> <thead> <tr> <th>Frequency</th> <th>Arrangement Type</th> </tr> </thead> <tbody> <tr> <td>Monthly</td> <td>“Business” or “Business/Residential” (where expected consumption could reasonably be between 250 GJ and 10 TJ pa)</td> </tr> <tr> <td>Four times a year (including “plans to” or “should” do so, but not “several times a year”)</td> <td>“Residential Only” where the Retailer agrees in the arrangement to comply with industry codes of practice (or relevant industry codes of practice)</td> </tr> <tr> <td>Once every 12 months</td> <td>“Residential Only” where Retailer does not agree in the arrangement to comply with industry codes of practice</td> </tr> </tbody> </table> <p>The “individual agreement” noted in the Code of Practice cannot be contained in the Retailer’s standard documentation but must be provided individually (for example a Consumer may agree that the Retailer may miss a meter read where the Consumer recently provided its own estimate).</p> <p>The benchmark is not met if the arrangement states that a longer time between readings is permitted for rural meters.</p>	Frequency	Arrangement Type	Monthly	“Business” or “Business/Residential” (where expected consumption could reasonably be between 250 GJ and 10 TJ pa)	Four times a year (including “plans to” or “should” do so, but not “several times a year”)	“Residential Only” where the Retailer agrees in the arrangement to comply with industry codes of practice (or relevant industry codes of practice)	Once every 12 months	“Residential Only” where Retailer does not agree in the arrangement to comply with industry codes of practice
Frequency	Arrangement Type								
Monthly	“Business” or “Business/Residential” (where expected consumption could reasonably be between 250 GJ and 10 TJ pa)								
Four times a year (including “plans to” or “should” do so, but not “several times a year”)	“Residential Only” where the Retailer agrees in the arrangement to comply with industry codes of practice (or relevant industry codes of practice)								
Once every 12 months	“Residential Only” where Retailer does not agree in the arrangement to comply with industry codes of practice								
(c) the obligation to ensure metering is conducted in accordance with relevant industry standards and codes of practice.	<p>Relevant standards and codes of practice include:</p> <ul style="list-style-type: none"> NZS5259, which has legal effect under the Gas Act on all meter owners EGCC’s Gas Code of Practice, which is not legally binding in itself. <p>Benchmark met if:</p> <ul style="list-style-type: none"> Retailer agrees to comply with: <ul style="list-style-type: none"> “relevant” industry standards and codes of practice, rather than all of them. “industry requirements”, rather than “standards and codes of practice”. The contractual wording implies metering will be in accordance with relevant industry standards and codes of practice (for example, this is implied if the retailer agrees to fix the meter and adjust the customer’s account if the meter doesn’t comply with industry requirements). <p>Not met if Retailer merely agrees to comply with “laws”, as the EGCC Code of Practice is not a law and NZS5259 is not directly binding on Retailers.</p>								

Benchmark 13 - Clear disconnection process

Benchmark	GIC Interpretation
13.1. The gas supply arrangements must:	<p>Benchmark addresses disconnection, termination or suspension by the Retailer for the Consumer’s breach. These are distinct to “disconnections” dealt with in other benchmarks:</p> <ul style="list-style-type: none"> Benchmark 3 (How to stop being a Consumer of your current Retailer) Benchmark 14 (Faults and Planned Shutdowns).
(a) Set out the conditions under which Consumers can be disconnected;	<p>Benchmark met if:</p> <ul style="list-style-type: none"> there is no ability to disconnect other than under benchmark 14 a Retailer may disconnect a Consumer for reasons other than non-payment where there has been a material or persistent breach of the gas supply arrangements by the Consumer.
(b) provide that any notice of such disconnection will describe the actions that the Consumer can take to prevent disconnection.	<p>Benchmark not met if the arrangement is silent on this, even if the actions the Consumer can take to prevent disconnection are notified in practice.</p>
13.2. A Retailer may only disconnect a Consumer for non-payment where the non-payment relates to validly invoiced charges for the supply of gas, gas retail services, line function services, and/or gas related bonds.	<p>Benchmark not met if can discontinue gas supply for non-payment of an invoice for services unrelated to gas supply.</p> <p>However, Benchmark met if the Retailer in a dual fuel contract can discontinue gas supply for non-payment of invoices related to energy supply (with those invoices covering gas and electricity supply).</p>
13.3 Except for emergency disconnections, or in the case of disconnections under the provisions of the Gas Act 1992 or Gas Regulations, or where a Consumer requests disconnection, the gas supply arrangements must provide:	<p>Notice requirements apply regardless of whether the retailer or network company is disconnecting.</p> <p>Notice requirement not met if arrangement:</p> <ul style="list-style-type: none"> merely provides that the Retailer will give notice, without specifying the length of notice allows Retailer to attempt to give the required length of notice (although force majeure clause may apply). <p>“Emergency disconnections” relate to disconnections for the purpose of protecting health, safety or damage to property. Grounds for disconnection under regulatory arrangements are primarily focused on safety. The benchmark can be met where emergency disconnections include disconnections where the retailer suspects that the metering equipment or other equipment at your premises supplied by the retailer or a network company or meter company has been tampered or interfered with.</p>

Benchmark	GIC Interpretation
	<p>Accordingly, the following wording requires notice be given as it does not meet the carve out (as the wording may extend beyond emergency or safety purposes):</p> <ul style="list-style-type: none"> instructions from a Lines Company or Network Operator to disconnect breach of contract by the Consumer mere suspicion that there has been tampering with a meter, equipment, pipes or fittings failing to advise the Retailer of any damage to metering or network equipment tampering, hacking into, or interfering with any metering network equipment deliberately taking advantage of the fact that the meter was inaccurate or not working properly. restrictions on the availability of gas non-payment.
(a) for the receipt by the Consumer of at least 7 working days' written notice of warning of disconnection;	<p>See comments above.</p> <p>Benchmark not met if arrangements merely provide that the Retailer:</p> <ul style="list-style-type: none"> will give notice, without specifying the length of notice. will try/attempt to give the required length of notice (although force majeure clause may apply).
(b) for a further notice to the Consumer at least 24 hours before the disconnection.	<p>See comments above.</p> <p>Benchmark may be met if retailer agrees to take "all reasonable steps" to provide the notice.</p> <p>Benchmark not met if arrangements merely provide that the Retailer:</p> <ul style="list-style-type: none"> will give "notice", without specifying the length of notice. will "try/attempt" to give the required length of notice (although force majeure clause may apply). will take "reasonable steps" to give the required length of notice (this is less than an "all reasonable endeavours" obligation).
13.4. If a dispute resolution under the gas supply arrangements has been initiated by the Consumer in regard to the cause of any disconnection, then disconnection action specifically related to that cause must be delayed until after the conclusion of the dispute resolution process or when the dispute resolution processes have been exhausted.	<p>Benchmark may be met:</p> <ul style="list-style-type: none"> if Retailer may still disconnect if dispute is not in good faith or is frivolous or vexatious. if disconnection proceeds where undisputed amounts not paid. <p>Benchmark not met if disconnection only delayed for payment disputes.</p> <p>Benchmark does not require dispute resolution process to have been completed where it is an emergency disconnection or if customer is contesting minor or inconsequential issue.</p>
13.5. The gas supply arrangements must set out the charges that will apply to disconnection and/or connection and where information on those charges is located, and the circumstances under which the charges will apply.	<p>Benchmark not met:</p> <ul style="list-style-type: none"> by the arrangement merely providing that "charges will apply" if prices are available online, but the online price plan is not referenced in the arrangement if an online price plan is referenced in the arrangement, but the online price plan does not specify disconnection and connection charges. <p>Benchmark met:</p> <ul style="list-style-type: none"> if prices are available online and the price plan is referenced (anywhere) in the arrangement.

Benchmark 14 - Clear supply interruption procedures

Benchmark	GIC Interpretation
14.1. The gas supply arrangements must clearly:	
(a) describe the circumstances under which supply may be interrupted without prior warning;	<p>Benchmark met with any description of circumstances (assume the description is comprehensive) including "for reasons beyond our control".</p>
(b) provide a minimum notice period before a planned shutdown, which should be no less than four business days unless agreed otherwise with the Consumer; and	<p>Benchmark not met if arrangement merely provides that the Retailer will:</p> <ul style="list-style-type: none"> "give notice" without specifying any time period "give notice where practical" "try to give notice" "use best endeavours to give advance notice" without specifying any time period. <p>Benchmark met if Retailer:</p> <ul style="list-style-type: none"> must give "as much notice as is reasonably practicable" as a typical force majeure clause would excuse delays beyond the Retailer's control notice period is subject to the network operator or meter owner (whichever is responsible for the shutdown) giving sufficient notice to do so. <p>The phrase "unless agreed otherwise with the Consumer" refers to a case specific agreement and thus reference to a shorter notice period in the arrangement itself is insufficient.</p>
(c) describe the Retailer's rights and obligations under special or emergency operating situations.	<p>Specifically, this benchmark addresses "critical contingencies" under the Gas Governance (Critical Contingency Management) Regulations 2008. Under these regulations, Retailers must:</p> <ul style="list-style-type: none"> notify each of their Consumers to apply to the Retailer if the Consumer wishes to be classified as an "essential service provider" or "minimal load Consumer" (regulations 44 and 45). In practice, this classification will not be relevant to the vast majority of Consumers on standard gas supply arrangements and the necessary notice may be covered in an application form, in the gas supply

Benchmark	GIC Interpretation
	<p>arrangement or elsewhere. Accordingly, compliance with this requirement not been assessed for the purpose of compliance with this benchmark</p> <ul style="list-style-type: none"> during a critical contingency, comply with directions from a transmission system owner given under the regulations (regulation 55(1)) on receiving such a direction, urgently notify each of their Consumers affected by the critical contingency to curtail demand in accordance with the direction (regulation 56(1)). Directions for a Consumer to curtail its demand are only of practical relevance for Consumers with very large consumption or agreed “minimum load” requirements. For the purpose of this review, it is assumed that minimum load Consumers are on bespoke agreements. For the Consumers covered by this review it is understood their gas will either be supplied in a contingency or curtailed if applicable, urgently notify each of their Consumers affected by the critical contingency that supply has resumed (regulation 56(1)). <p>Accordingly, all arrangements (business or residential) must:</p> <ul style="list-style-type: none"> permit the Retailer to curtail supply in a critical contingency situation. The following phrases meet the benchmark: <ul style="list-style-type: none"> the Retailer may curtail supply to the extent required by law the Retailer does not guarantee supply. require the Retailer to urgently notify the Consumer of supply resumption following a critical contingency situation. A simple statement that the Retailer will “comply with laws” is not sufficient as most Consumers would not be aware of this particular legal requirement. However, it is sufficient to regularly update a fault information line or website.
<p>14.2. Provision of information to Consumers</p> <p>The gas supply arrangements must provide information to Consumers on where the Consumer may access information about supply interruptions, with this information to be updated by the Retailer as often as is practicable.</p>	<p>Benchmark not met unless the information is referred to in:</p> <ul style="list-style-type: none"> the contract a document referred to in the contract. <p>The contract does not need to specify what particular information is contained in a referenced document.</p>

Benchmark 15 - Clear privacy obligations

Benchmark	GIC Interpretation
	<p>Benchmark applies to residential arrangements and to business arrangements (to the extent personal information is held about individuals in that business).</p>
<p>15. The gas supply arrangements must provide that the Retailer will comply with the provisions of the Privacy Act 1993, and accordingly the gas supply arrangements must:</p>	<p>Benchmark met by obligation to comply with relevant privacy laws, without mentioning the Act.</p> <p>Benchmark not met:</p> <ul style="list-style-type: none"> by general obligation to comply with laws if arrangement purports to exclude privacy considerations in relation to personal information obtained from a business.
<p>(a) set out the purposes for which the Retailer may collect personal information from the Consumer;</p>	<p>Benchmark not met:</p> <ul style="list-style-type: none"> by a right to use the personal information for any purpose by general obligation on the Retailer to comply with privacy laws by arrangement merely providing that the information will be used for the purpose for which it was collected (without having specified that purpose).
<p>(b) confirm that individuals will be able to access personal information held about them...</p>	<p>Benchmark not met:</p> <ul style="list-style-type: none"> by general obligation on the Retailer to comply with privacy laws by arrangement merely providing that individuals may access telephone recordings of themselves.
<p>...and have the opportunity to correct this information; and</p>	<p>Benchmark not met by general obligation on the Retailer to comply with privacy laws.</p>
<p>(c) set out where the Consumer can get information about how the Retailer collects, uses, discloses and stores personal information about the Consumer.</p>	<p>Benchmark met if the information is included in the contract.</p> <p>Benchmark not met if the information is in an online privacy statement, unless the privacy statement is referred to in the arrangement.</p>

Benchmark 16 - Clear description of liability and redress

Benchmark	GIC Interpretation
<p>16.1 Any exclusion of liability in the gas supply arrangements must be clearly described.</p>	<p>Due to the nature of this benchmark, clarity can be assessed in terms of what is likely to be clear to a lawyer, rather than what is likely to be clear to an average consumer. For example, phrases such as “consequential loss”, “direct loss” and “indirect loss” may be assessed as clear as they are likely to be understood by a lawyer (even if not clear to a Consumer and often difficult to apply in practice).</p>

Benchmark	GIC Interpretation
<p>16.1 Any exclusion of liability in the gas supply arrangements must be clearly reasonable. A complete exclusion of all liability would be unreasonable.</p>	<p>The benchmark requires that allocations of financial risk be 'reasonable'. In this case, reasonableness depends on factors such as:</p> <ul style="list-style-type: none"> what financial risks are involved (their impact and likelihood) who is best placed to manage the financial risks (including by way of insurance) what premium has been included in the charges to address the risk. <p>An exclusion of liability can be assumed to not be unreasonable and to meet the benchmark, except where the contract limits all of the Retailer's liability for all acts or omissions</p> <p>Gas Industry Co considers that a complete exclusion of all liability is clearly unreasonable, and in some cases may even breach the Consumer Guarantees Act 1993.</p> <p>Complete exclusions of liability include express statements that all liability is excluded and include contractual drafting which, in essence, excludes all of the retailer's liability. For example:</p> <ul style="list-style-type: none"> excluding liability for all of the Retailer's obligations; excluding liability for all of the Retailer's core obligations; excluding liability for the acts or omissions of the Retailer's: <ul style="list-style-type: none"> officers, employees or agents, as the retailer in practice acts through them; or subcontractors, as the core obligations of retailers are usually subcontracted (eg the supply of gas is usually subcontracted to network operators). <p>The benchmark may be met where the claim must be lodged within a certain time of the event or damage occurring.</p> <p>As per previous assessments, this benchmark does not address exclusions to the benefit of Consumers.</p>
<p>16.2 The Retailer must not ask the Consumer to indemnify the Retailer from all loss the Retailer may suffer as a result of the gas supply arrangement.</p>	<p>The Benchmark is not met where the Consumer is required to indemnify the Retailer from any loss the Retailer suffers as a result of the gas supply. A very broad indemnity has the potential of making Consumers responsible for loss they did not cause and could not have prevented. For example, a broad indemnity may have the potential of making a Consumer responsible for loss effectively caused by the industry. The Retailer and upstream industry participants are better placed to protect themselves against losses.</p>
<p>16.3 The gas supply arrangement must:</p> <p>(a) describe any payments that will be made to the Consumer as a result of services not being supplied; and</p>	<p>Benchmark met if:</p> <ul style="list-style-type: none"> arrangements provide there will be no payment; the contract expressly and clearly excludes all of the retailer's liability for supply interruptions, except any liability under the Consumer Guarantees Act (e.g. "we will not be liable to you for loss or damage in connection with any interruption or reduction in the supply of gas into the gas network, or the quality of that gas, except to the extent (if any) that we are liable under the Consumer Guarantees Act 1993 to compensate you for such loss or damage"); or the supplier does not guarantee the continuous supply of gas. <p>"Payment" includes any financial benefit to Consumer (eg discounts).</p> <p>Benchmark not met if the contract is silent as to whether or not payments will be made.</p>
<p>(b) make it clear that any redress offered by the Retailer in relation to services not being supplied as described, is in addition to and does not detract from, the Consumer's rights under the Consumer Guarantees Act 1993.</p>	<p>The objective behind this benchmark is to clearly notify Consumers of their rights.</p> <p>Benchmark not met by:</p> <ul style="list-style-type: none"> general statement that the Retailer will comply with laws as this does not notify Consumers of this important statutory protection statement that the Consumer Guarantees Act is excluded to the maximum extent permitted by law as non-business Consumers may wrongly assume they have no Consumer Guarantees Act rights. <p>Benchmark met by:</p> <ul style="list-style-type: none"> reference to "Consumer protection legislation" instead of "Consumer Guarantees Act" statement that arrangement does not exclude or limit rights under the Consumer Guarantees Act exclusion of the Consumer Guarantees Act as permitted under that Act (i.e. for businesses) an exclusion of liability clause not excluding Consumer Guarantees Act liability eg "except to the extent of any liability arising pursuant to the Consumer Guarantees Act".

Benchmark 17 - Clear dispute resolution

Benchmark	GIC Interpretation
17. The gas supply arrangements must:	
(a) advise Consumers, either directly or by reference to other accessible documents, of the process they should follow, including timelines, to bring a complaint to the Retailer, for resolution directly between the Retailer and the Consumer; and	<p>Arrangement not met if:</p> <ul style="list-style-type: none"> • Contract procedures inconsistent with internal code of practice • Not clear where Consumers should address complaints to. • Individual Consumers must appoint person from within their "organisation". <p>Benchmark met if there is no express timeline for lodging a complaint, as the complaint may then be raised at any time.</p>
(b) advise Consumers that complaints not resolved to their satisfaction may be taken to the Electricity and Gas Complaints Commission scheme approved under the Gas Act 1992.	<p>Benchmark requires reference to:</p> <ul style="list-style-type: none"> • "the Electricity and Gas Complaints Commission scheme" • "an independent dispute resolution scheme approved under the Gas Act". <p>Benchmark not met by:</p> <ul style="list-style-type: none"> • reference to "any independent complaints resolution process" offered by the Retailer • a restriction of the time within which the Consumer may refer the matter to the EGCC for investigation, which is contrary to the rules of the scheme.

Benchmark 18 - Clear communication

Benchmark	GIC Interpretation
<p>Consumers to Retailers</p> <p>18.1. The gas supply arrangements must provide advice to the Consumer on practicable and effective means for the Consumer to communicate with the Retailer on any issues over which they have concerns or need information.</p>	<p>Not met by contact information on a website, as the information must be contained in the arrangement.</p>
<p>Retailers to Consumers</p> <p>18.2. The gas supply arrangements must specify how notices from the Retailer will be delivered to the Consumer.</p>	<p>This benchmark relates to general notices, not specifically addressed in other benchmarks.</p>

Appendix 2: Alignment with Retail Gas Contracts Oversight Scheme Benchmarks 2018

*The numbers included in brackets indicate the number of alignment issues with the particular benchmark.

	Contact Energy	Energy Online	Genesis Energy	Mercury	Nova Energy - Residential	Nova Energy - Commercial	Pulse Energy	Switch Utilities	Trustpower	2018 Overall	2015 Overall	2012 Overall	2011 Overall
1. Clear supply Commencement	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Substantial	Moderate
2. Clear safety information	Full	Full	Full	Substantial (1)	Full	Full	Substantial (1)	Full	Full	Substantial	Moderate	Low	Low
3. Clear consumer Exit rights (open Term)	Substantial (1)	Full	Full	Full	Full	Full	Substantial (1)	Full	Full	Substantial	Full	Substantial	Substantial
4. Clear consumer exit rights (fixed term)	Substantial (1)	N/A	Substantial (1)	Full	Full	Full	N/A	N/A	Substantial (1)	Substantial	Substantial	Substantial	Substantial
5. Clear contract variation procedures (non- price)	Full	Substantial (1)	Substantial (1)	Substantial (1)	Full	Moderate (2)	Full	Full	Substantial (1)	Substantial	Moderate	Moderate	Moderate
6. Clear supply obligations	Full	Full	Full	Full	Full	Full	Substantial (1)	Substantial (1)	Substantial (1)	Substantial	Full	Substantial	Substantial
7. Clear supply restoration procedures	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Substantial
8. Clear price increases	Substantial (1)	Substantial (1)	Substantial (1)	Substantial (1)	Substantial (1)	Moderate (3)	Moderate (3)	Substantial (1)	Substantial (2)	Substantial	Substantial	Moderate	Moderate
9. Clear pricing information	Full	Full	Full	Full	Full	Substantial (1)	Full	Substantial (1)	Substantial (2)	Substantial	Substantial	Moderate	Moderate
10. Clear bond obligations	Full	Full	Full	Full	Substantial (1)	Substantial (1)	Substantial (2)	Full	Full	Substantial	Substantial	Substantial	Moderate
11. Clear consumer site obligations	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Substantial
12. Clear metering obligations	Full	Full	Substantial (1)	Full	Substantial (1)	Full	Full	Substantial (1)	Substantial (1)	Substantial	Full	Substantial	Moderate
13. Clear disconnection process	Substantial (2)	Moderate (4)	Moderate (4)	Substantial (2)	Moderate (3)	Moderate (3)	Moderate (3)	Moderate (5)	Moderate (3)	Moderate	Moderate	Moderate	Low
14. Clear supply interruption procedures	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Moderate
15. Clear privacy obligations	Substantial (1)	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Substantial	Moderate	Moderate
16. Clear description of liability and redress	Moderate (2)	Full	Moderate (1)	Full	Full	Full	Full	Moderate (1)	Moderate (1)	Substantial	Substantial	Substantial	Low
17. Clear dispute resolution	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Moderate
18. Clear communication	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Full	Substantial	Moderate

Average rating	Substantial	Substantial	Substantial	Substantial	Substantial	Substantial	Substantial	Substantial	Substantial
Total issues	8	6	9	5	6	10	11	10	12
Issues of concern	4	5	7	3	3	5	4	5	3

Substantial	Substantial	Substantial	Moderate
77	72	166	271
39	27	12	18

Appendix 3: Reasonable Consumer Expectations for the Retail Gas Contracts Oversight Scheme

A. MEANINGFUL CHOICE

RCE 1. There is a range of pricing plans, products and services available for consumers to consider and make informed decisions

RCE 2. There is ready access to good quality, comprehensive and easy to understand information on gas options, gas suppliers and alternatives to gas

RCE 3. From the options available in the market, consumers are readily able to choose between gas suppliers, products and services, and pricing plans, and to change their choice

RCE 4. [Deleted]

B. SUPPLY CONNECTIONS AND DISCONNECTIONS, AND CONTRACT TERMINATION

RCE 5. The connection process is timely and well managed

RCE 6. Arrangements for supply disconnections and terminations of the consumer contracts are reasonable, and disconnections are undertaken safely and in a timely and well-managed way

RCE 7. Apart from safety, maintenance and similar actions under Gas Regulations (such as the Gas (Safety and Measurement) Regulations 2010) , the company does not take any action to alter or terminate the supply of gas without providing reasonable notice to the consumer and an opportunity for the consumer to remedy any failing on their part which may have triggered that action

C. GAS SUPPLY AND RELATED SERVICES

RCE 8. The supply of gas is safe, reliable and 'fit for purpose'

RCE 9. The consumer has access to a good standard of information in a supply interruption situation, and supply is restored within a reasonable timeframe

RCE 10. Other services reasonably required as part of receiving gas supply (such as metering services) are readily available and 'fit for purpose'

D. CONTRACTUAL TERMS AND CONDITIONS

RCE 11. The contractual terms and conditions of supply of gas to the consumer are lawful, fair and reasonable, while accurately reflecting any reasonable upstream conditions or constraints

RCE 12. The contractual terms and conditions are complete, easy to understand, and clearly set out the respective obligations of the company and the consumer

E. COSTS

RCE 13. The delivered price for gas supply is fair and reasonable, and is reflective of the cost of supply

RCE 14. The company does not impose unexpected costs on the consumer

F. BILLING AND PAYMENT

RCE 15. Consumers have access to timely and accurate billing and payment information for gas and associated services, and that information is easy to understand and check

RCE 16. Consumers have access to appropriate mechanisms for making payment that take account of consumer circumstances

G. TREATMENT BY THE COMPANY

RCE 17. The company is honest and open, and acts with integrity in all its dealings with the consumer.

RCE 18. The company will either directly answer where possible, or otherwise assist in obtaining an answer, to consumers' enquiries about all aspects of their supply, billing and contracting arrangements in a timely, courteous and accurate manner.

H. ACCESS TO PROPERTY

RCE 19. The company will act courteously, considerately and professionally at all times when requiring access to consumers' property

RCE 20. The company or any third parties will, except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergency situations, give the consumer reasonable notice of its requirement to access the consumer's property, including the intended timing, nature and purpose

I. ACCESS TO REMEDIES

RCE 21. Consumers have access to suitable arrangements for dealing with any complaints in a timely manner, and for obtaining appropriate remedies

RCE 22. Consumers have access to the information necessary to help resolve complaints



BARRISTERS AND SOLICITORS

AUCKLAND: Level 27, Lumley Centre, 88 Shortland Street, Private Bag 92518, Auckland 1141, New Zealand. T +64 9 358 2222

WELLINGTON: Level 24, HSBC Tower, 195 Lambton Quay, PO Box 2402, Wellington 6140, New Zealand. T +64 4 499 4599

CHRISTCHURCH: Level 1, 151 Cambridge Terrace, West End, PO Box 874, Christchurch 8140, New Zealand. T +64 3 365 9914
