

## SCHEDULE D

### ELECTRICITY CONSUMER DISPUTE RESOLUTION PROTOCOL

#### D1. GENERAL PROVISIONS APPLYING TO ALL ELECTRICITY COMPANY COUNCIL MEMBERS

##### *Objectives of Protocol*

- D1.1 The primary objectives of this Protocol in accordance with the provisions of the Constitution are to:
- (a) ensure ease of access for Consumers to a means of dispute resolution with Council Members which is also free, fair and effective;
  - (b) promote the efficient and timely resolution of Consumer Complaints; and
  - (c) prevent disputes between Electricity Retailers and Electricity Lines Companies over their relative responsibilities from impeding the efficient and timely resolution of Consumer Complaints.

##### *Application*

- A. D1.1A This Protocol applies to Electricity Retailer Council Members and Electricity Lines Company Council Members only.

##### *General obligations under the Protocol*

- D1.2 Council Members have the following general obligations under this Protocol:
- (a) the Council Member who is the Contracting Company with the Consumer for the supply of electricity or Line Function Services, or both, which is the subject of the Complaint must comply with the provisions of this Protocol for the referral (if any), management and resolution of Consumer Complaints;
  - (b) the Council Member designated under this Protocol as the Council Member responsible for managing and resolving a Consumer Complaint (the Complaint Managing Company) must comply with the provisions of this Protocol relating to Consumer Complaints received by them from the Consumer or referred to them by the Contracting Company;
  - (c) Council Members must not allow disputes between them about the responsibility of a Council Member as a Contracting Company or a Complaint Managing Company for Consumer Complaint to compromise the efficient and timely resolution of Consumer Complaints;
  - (d) all Council Members must have an in-house Consumer Complaints handling service for responding to Consumer Complaints which complies with this Protocol;
  - (e) Council Members must act as clearing-houses for any Consumer Complaints made to them as a Contracting Company in error and refer the Complaint to the correct Contracting Company in accordance with this Protocol;

- (f) if a Consumer is dissatisfied with the Complaint Managing Company's decision on a Consumer Complaint, or any settlement offered in relation to a Complaint (i.e. the dispute is "deadlocked"), the Complaint Managing Company must inform the Consumer that the Consumer may ask the Electricity and Gas Complaints Commissioner to consider the Complaint in accordance with his or her jurisdiction under the Terms of Reference; and
- (g) Council Members must co-operate with each other in order to achieve the objectives in Clause D1.1, and to give full effect to these obligations and the requirements of Council Members under this Protocol.

***Requirements for in-house Consumer Complaints handling service***

D1.3 Council Members must comply with the following requirements in providing their in-house Consumers Complaints handling services:

- (a) a Contracting Company must inform Consumers, in its Consumer Contract, on its website and in any other relevant Consumer information materials it makes available to Consumers from time to time, of the way in which, and to whom in the Contracting Company, Consumer Complaints may be made and of the Council Member's participation in the Electricity and Gas Complaints Commissioner Scheme;
- (b) all Council Members must have an efficient system for receipting, recording and monitoring Complaints received, referred (to or by them), managed and resolved by them;
- (c) all Council Members must nominate an individual(s) to be the point of contact for the receipt, referral management and resolution of Consumer Complaints;
- (d) Consumer Complaints must be acknowledged by the Contracting Company in Writing as soon as possible but not later than two Working Days after the receipt of a Complaint;
- (e) if a Contracting Company refers a Consumer Complaint to another Council Member which is to be the Complaint Managing Company, it must:
  - (i) conform with the provisions of this Protocol governing referrals; and
  - (ii) monitor and facilitate the management and resolution of the Complaint by the Complaint Managing Company;
- (f) a response by the Contracting Company or the Complaint Managing Company to a Consumer Complaint (whether an initial response or otherwise) must be given to the Consumer as soon as possible, commensurate with the urgency of the Consumer Complaint, but in any event no later than seven Working Days, after the Complaint is received by the Contracting Company; and
- (g) if the Consumer is dissatisfied with the Complaint Managing Company's decision on the Consumer Complaint or any settlement offered in relation to a Consumer Complaint, or the Consumer Complaint:

- (i) has taken longer than 20 Working Days after receipt of the Complaint to resolve and the Company has not notified the Consumer in Writing that the Company has good reason to take further time to resolve the Complaint and what the good reason is; or
- (ii) has, in any case, taken longer than 40 Working Days after receipt of Complaint to resolve the Complaint;

the Complaint is considered to have reached deadlock and the Complaint Managing Company must inform the Consumer of his or her right to take the Complaint to the Electricity and Gas Complaints Commissioner for determination in accordance with his or her jurisdiction under Schedule B.

(h) all Council Members must monitor their compliance with the scheme rules and report annually on their compliance to the Electricity and Gas Complaints Commission

***Clearing-house mechanism for referral of Consumer Complaints to correct Contracting Company***

D1.4 If a Consumer makes a Complaint to a Council Member, which is not the Contracting Company in respect of the subject of the Consumer Complaint, that Council Member must:

- (a) forward, within 1 Working Day, the Complaint on the Consumer's behalf to the Contracting Company which has agreed that it is the correct Contracting Company; or
- (b) where it is not clear which Council Member is the correct Contracting Company, use its best endeavours to identify as soon as possible after receiving the Complaint the correct Contracting Company and forward the Complaint to that Contracting Company; and
- (c) provide the Consumer at that time with the point of contact details of the correct Contracting Company.

B. To avoid doubt, this clause D1.4 applies even if the Complaint relates to Gas and is made to an Electricity Company in error.

D1.5 When the correct Contracting Company receives a Complaint forwarded to it, it must:

- (a) acknowledge the referral; and
- (b) inform the Consumer of its receipt of the Complaint, the date of receipt and the process it will follow for the referral (if any), management and resolution of the Complaint by the Complaint Managing Company.

## **D2. OBLIGATIONS OF ELECTRICITY COMPANIES FOR MANAGEMENT AND RESOLUTION OF CONSUMER COMPLAINTS UNDER DIFFERENT KINDS OF CONSUMER CONTRACT**

### ***Conveyance Only Consumer Contracts***

D2.1 Conveyance Only Consumer Contracts must provide that:

- (a) the Contracting Electricity Lines Company is responsible as the Complaint Managing Company for managing and resolving Consumer Complaints relating to the Services provided under the Conveyance Only Consumer Contract; and
- (b) if a Complaint is not resolved under its in-house Consumer Complaints handling service in accordance with Clause D1.3(g), the Consumer may refer the dispute to the Electricity and Gas Complaints Commissioner for determination in accordance with the Electricity and Gas Complaints Commissioner's jurisdiction under the Terms of Reference.

D2.2 [Not used]

### ***Compensation under Conveyance Only Consumer Contracts***

D2.3 The Electricity Lines Company is responsible for the payment of all compensation (including any award of the Electricity and Gas Complaints Commissioner) and its management costs and for taking all remedial action with respect to a Consumer Complaint arising out of a Conveyance Only Consumer Contract.

### ***Supply Only Consumer Contracts***

D2.4 Supply Only Consumer Contracts must provide that:

- (a) the Electricity Retailer is responsible as the Complaint Managing Company for managing and resolving Consumer Complaints relating to the Services provided under the Supply Only Consumer Contract; and
- (b) if a Complaint is not resolved under its in-house Consumer Complaints handling service in accordance with Clause D1.3(g), the Consumer may refer the dispute to the Electricity and Gas Complaints Commissioner for determination in accordance with the Electricity and Gas Complaints Commissioner's jurisdiction under the Terms of Reference.

### ***Compensation under Supply Only Consumer Contracts***

D2.5 The Electricity Retailer is responsible for the payment of all compensation (including any awards of the Electricity and Gas Complaints Commissioner) and its management costs and for taking all remedial action with respect to a Consumer Complaint arising out of a Supply Only Consumer Contract.

### ***Interposed Consumer Contracts***

D2.6 Interposed Consumer Contracts must provide:

- (a) that Consumer Complaints should, in the first instance, be made to the Electricity Retailer, as the Contracting Company;

- (b) That the Electricity Retailer is responsible as the Complaint Managing Company for managing and resolving Retail Complaints arising under the Interposed Consumer Contract;
- (c) Unless otherwise agreed with an Electricity Lines Company, that all Lines Complaints arising under the Interposed Consumer Contract must be referred by the Electricity Retailer to an Electricity Lines Company as the Complaint Managing Company to manage and resolve;
- (d) if the Electricity Retailer has agreed with an Electricity Lines Company not to refer certain Lines Complaints to the Electricity Lines Company, the circumstances in which it will not do so, and that the Electricity Retailer must be the Complaint Managing Company for managing and resolving those Lines Complaints; and
- (e) if a Consumer Complaint is not resolved under the Complaint Managing Company's in-house Consumer Complaints handling service then, in accordance with Clause D1.3(g), the Consumer may refer the Complaint to the Electricity and Gas Complaints Commissioner for determination in accordance with his or her jurisdiction under the Terms of Reference.

***Complaint management referral requirements for Interposed Consumer Contracts***

D2.7 The Electricity Retailer must refer all Lines Complaints arising under its Interposed Consumer Contract to the Electricity Lines Company, whose Services are the subject of the Complaint, for management and resolution as the Complaint Managing Company unless the Electricity Retailer has agreed with that Electricity Lines Company that certain Lines Complaints may be managed and resolved by the Electricity Retailer as the Complaint Managing Company. Unless so agreed:

- (a) the Electricity Retailer must refer full details of the Complaint and relevant information held by the Electricity Retailer on the identity of the Complainant and its ICP details to the Electricity Lines Company, as the Complaint Managing Company, as soon as possible but no later than two Working Days after the Complaint is made to the Electricity Retailer;
- (b) the Electricity Retailer must inform the Consumer in Writing of the Electricity Lines Company that will manage and resolve the Complaint and the point of contact details of the Electricity Lines Company; and
- (c) the Electricity Lines Company must acknowledge the referral to both the Electricity Retailer and the Consumer within two Working Days of the referral.

D2.8 Where an Electricity Retailer is authorised to deal with a Lines Complaint, the Electricity Retailer must not admit breach or liability or offer or agree to any compensation without the prior agreement of the Electricity Lines Company, and must comply with any reasonable directions given by the Electricity Lines Company on the handling of that Complaint where that compliance is required in accordance with the agreement between the Electricity Retailer and the Electricity Lines Company.

D2.9 If the Electricity Retailer and the Electricity Lines Company have agreed that the Electricity Retailer is authorised to resolve an individual Consumer Complaint, or categories of Consumer Complaints, by way of defined maximum amounts ex gratia, the Electricity Retailer must advise the Electricity Lines Company of the Complaint, the action taken to resolve the Complaint and the amount paid (if any).

***Compensation under Interposed Consumer Contracts***

D2.10 The responsibilities of Council Members are as follows:

- (a) the Electricity Retailer is responsible for compensation (including any award of the Electricity and Gas Complaints Commissioner) or remedial action and management costs in respect of any Retail Complaint; and
- (b) the Electricity Lines Company, whether or not the Complaint is referred to the Electricity Lines Company, is responsible for any compensation paid or payable to the Consumer and the costs of the management of a Lines Complaint, including the compensation paid by or management costs of the Electricity Retailer in the case of a Lines Complaint not referred to the Electricity Lines Company.

D2.11 The management costs to be paid by the Electricity Lines Company to the Electricity Retailer in the case of a Lines Complaint not referred to the Electricity Lines Company under D2.10(b) may be determined in advance by agreement between the Electricity Retailer and the Electricity Lines Company in relation to an individual Consumer Complaint, or categories of Consumer Complaint.

D2.12 Electricity Lines Company's responsibility for compensation or management costs incurred by an Electricity Retailer in respect of a Lines Complaint not referred to the Electricity Lines Company does not apply to the extent that the Electricity Retailer has not complied with its obligations under Clauses D2.7 and D2.8 or an agreement under D2.11.

***Responsibility for management costs not to conflict with award for expenses by Electricity and Gas Complaints Commissioner***

D2.13 A Council Member is not liable under this Clause D2 to pay the Complaint management costs of another Council Member to the extent that those costs comprise an award of the Electricity and Gas Complaints Commissioner against that other Council Member under Clause B3.15.

**D3. RESPONSIBILITIES OF ELECTRICITY COMPANIES IN RESPECT OF PROCEEDINGS BEFORE THE ELECTRICITY AND GAS COMPLAINTS COMMISSIONER**

***Lines Complaints under Interposed Consumer Contracts***

D3.1 If a Lines Complaint is referred by a Consumer to the Electricity and Gas Complaints Commissioner, and

- (a) if the Electricity Retailer is the Complaint Managing Company, the Electricity Retailer must inform the Electricity Lines Company whose Line Functions Services are the subject of the proceedings; or

- (b) if the Electricity Lines Company is the Complaint Managing Company, the Electricity Lines Company must inform the Electricity Retailer,
- C. of the reference within two Working Days of being notified of the reference by the Electricity and Gas Complaints Commissioner.

***Electricity Retailers acting as Complaint Managing Companies for Electricity Lines Companies require consent of Electricity Lines Companies for discretionary or “test case” proceedings***

- D3.2 An Electricity Retailer which is the Complaint Managing Company in respect of a Lines Complaint referred to the Electricity and Gas Complaints Commissioner may not without the prior agreement in Writing of the Electricity Lines Company whose Line Functions Services are the subject of the proceedings:
- (a) consent to an extension of the Electricity and Gas Complaints Commissioner’s jurisdiction under Clause B1.8;
  - (b) allow an increase in the amount able to be awarded to the Extended Amount (as that term is defined in Clause B3.10) or make a request for a finding of fact by the Electricity and Gas Complaints Commissioner under Clause B3.10; or
  - (c) notify the Electricity and Gas Complaints Commissioner under Clause B4 that a Consumer Complaint will be pursued as a “test case”.

***Electricity Companies to co-operate in the provision of information in respect of Lines Complaints***

- D3.3 An Electricity Lines Company or an Electricity Retailer which is not the Complaint Managing Company in respect of a Consumer Complaint referred to the Electricity and Gas Complaints Commissioner must provide all relevant information and assistance reasonably required by the Complaint Managing Company for its effective participation in the proceedings before the Electricity and Gas Complaints Commissioner.

**D4. AGREEMENTS BETWEEN ELECTRICITY COMPANIES**

***Bilateral agreements between Electricity Companies***

- D4.1 This Protocol neither prevents nor limits an Electricity Lines Company and an Electricity Retailer from giving effect to or entering into a bilateral agreement which divides or allocates between themselves any responsibility or liability under this Protocol or the Deed or has the effect of limiting responsibility or liability of either of them to the other for compensation payable to a Consumer or the cost of managing any Consumer Complaints in respect of any Services either of them supply to a Consumer. However, such an agreement must neither override nor compromise the responsibility of an Electricity Lines Company or an Electricity Retailer to pay compensation or expenses awarded by the Electricity and Gas Complaints Commissioner, any award levy, and provide remedial action, to a Consumer in accordance with the Scheme.
- D4.2 To the extent that a Use of System Agreement, or any other agreement between two or more Council Members, is otherwise inconsistent with the provisions of this Protocol, the Protocol overrides such provisions to the extent they conflict with this Protocol.

***Resolution of disputes between Electricity Companies about Consumer Complaints***

D4.3 Electricity Retailers and Electricity Lines Companies must:

- (a) use their best endeavours to ensure that any disputes between them about which of them is the Contracting Company or the Complaints Managing Company, the payment of compensation and management costs for resolving a Consumer Complaint (if applicable) or any other matter connected with this Protocol (inter-company disputes) does not adversely affect the efficient and timely resolution of Consumer Complaints; and
- (b) subject to any agreement between the parties governing inter-company disputes, refer any inter-company dispute to mediation, arbitration or expert determination undertaken under the auspices of the Council if the matter is not one determined by the Electricity and Gas Complaints Commissioner under this Deed and it cannot be resolved by agreement between the Council Members concerning the handling and management of, and responsibility for, or action required to resolve, Consumer Complaints.

## SCHEDULE DA

### GAS CONSUMER DISPUTE RESOLUTION PROTOCOL

#### DA1. GENERAL PROVISIONS APPLYING TO ALL GAS COMPANY COUNCIL MEMBERS

##### *Objectives of Protocol*

DA1.1 The primary objectives of this Protocol are to:

- (a) ensure Consumers can easily resolve disputes with Council Members;
- (b) promote the efficient and timely resolution of Complaints; and
- (c) prevent disputes between Gas Retailers and Gas Lines Companies (where they are not the same Person) over their relative responsibilities.

##### *Application*

DA1.1A This Protocol applies to Gas Retailer Council Members and Gas Lines Company Council Members only.

DA1.1B Clauses DA2 and DA3 do not apply to a Gas Company Council Member to the extent that it provides both the Retail Services and Line Function Services to which the Consumer Contract relates.

##### *General obligations under the Protocol*

DA1.2 A Council Member must:

- (a) comply with the provisions of this Protocol that are applicable to it; and
- (b) co-operate with other Council Members in order to achieve the objectives in Clause DA1.1 and to give full effect to this Protocol.

##### *Requirements for an in-house Consumer Complaints handling service*

DA1.3 A Council Member must:

- (a) inform Consumers in its Consumer Contract (where it is the Council Member contracting with the Consumer), on its website, and in any other relevant Consumer information materials it makes available to Consumers from time to time, of:
  - (i) the way in which, and to whom in the Council Member's organisation, Complaints may be made; and
  - (ii) the Council Member's participation in the Scheme;
- (b) have an efficient system for receipting, recording and monitoring Complaints received, referred (to or by them), managed, and resolved by, them; and
- (c) nominate an individual(s) to be the point of contact for dealing with Consumer Complaints.

- (d) monitor their compliance with the scheme rules and report annually on their compliance to the Electricity and Gas Complaints Commission

### ***General timeframes for dealing with Complaints***

DA1.3A The Council Member responsible under this Protocol for a Complaint must:

- (a) acknowledge the Complaint in Writing as soon as possible but not later than two Working Days after receipt of the Complaint. However, if the Council Member responsible for a Complaint is not the Council Member contracting with the Consumer, then the Council Member contracting with the Consumer must perform this obligation;
- (b) provide a response (whether an initial response or otherwise) to the Consumer as soon as possible, commensurate with the urgency of the Complaint, but in any event no later than seven Working Days, after the Complaint is received; and
- (c) notify the Consumer that the Complaint has reached “deadlock”, and inform the Consumer of his or her right to refer the Complaint to the Electricity and Gas Complaints Commissioner, if:
  - (i) the Consumer is dissatisfied with the Council Member’s decision on, or proposed settlement for, the Complaint; or
  - (ii) the Complaint has taken longer than 20 Working Days after receipt of the Complaint to resolve and the Council Member has not notified the Consumer in Writing that it has good reason to take further time to resolve the Complaint and what the good reason is; or
  - (iii) the Complaint has, in any case, taken longer than 40 Working Days after receipt of Complaint to resolve;

### ***Clearing-house mechanism for referral of Complaints to correct Council Member***

DA1.4 If a Consumer makes a Complaint to a Council Member who is not the Council Member contracting with the Consumer, that Council Member must:

- (a) forward, within 1 Working Day, the Complaint to the Council Member who has agreed that it is the Council Member contracting with the Consumer; or
- (b) where it is not clear which Council Member has the contract with the Consumer, use its best endeavours to identify the Council Member contracting with the Consumer as soon as possible after receiving the Complaint and forward the Complaint to that correct Council Member; and
- (c) at the time of forwarding the Complaint, provide the Consumer with the contact details of the Council Member contracting with the Consumer.

To avoid doubt, this Clause DA1.4 applies even if the Complaint relates to electricity and is made to a Gas Company in error.

DA1.5 When the Council Member contracting with the Consumer receives a Complaint forwarded to it, it must:

- (d) acknowledge the referral to the Council Member that forwarded the Complaint; and
- (e) inform the Consumer of its receipt of the Complaint, the date of receipt, and the process it will follow for dealing with the Complaint.

## **DA2. OBLIGATIONS OF GAS COMPANIES FOR MANAGING AND RESOLVING COMPLAINTS**

### ***Conveyance Only Consumer Contracts***

DA2.1 Conveyance Only Consumer Contracts must provide that:

- (a) the Gas Lines Company is responsible for managing and resolving Complaints relating to the Services provided under the Conveyance Only Consumer Contract; and
- (b) if a Complaint is not resolved by the Gas Lines Company in accordance with Clause DA1.3A(c), the Consumer may refer the dispute to the Electricity and Gas Complaints Commissioner.

### ***Compensation under Conveyance Only Consumer Contracts***

DA2.2 The Gas Lines Company is responsible for paying all compensation (including any award of the Electricity and Gas Complaints Commissioner), its management costs, and for taking all remedial action for a Complaint arising out of a Conveyance Only Consumer Contract.

### ***Supply Only Consumer Contracts***

DA2.3 Supply Only Consumer Contracts must provide that:

- (a) the Gas Retailer is responsible for managing and resolving Complaints relating to the Services provided under the Supply Only Consumer Contract; and
- (b) if a Complaint is not resolved by the Gas Retailer in accordance with Clause DA1.3A(c), the Consumer may refer the dispute to the Electricity and Gas Complaints Commissioner.

### ***Compensation under Supply Only Consumer Contracts***

DA2.4 The Gas Retailer is responsible for paying all compensation (including any award of the Electricity and Gas Complaints Commissioner), its management costs, and for taking all remedial action for a Complaint arising out of a Supply Only Consumer Contract.

### ***Interposed Consumer Contracts***

DA2.5 Interposed Consumer Contracts must provide:

- (a) that Consumers should complain, in the first instance, to the Gas Retailer;
- (b) that the Gas Retailer is responsible for managing and resolving Retail Complaints arising under the Interposed Consumer Contract;

- (c) unless otherwise agreed by the Gas Lines Company, that the Gas Retailer must refer all Lines Complaints arising under the Interposed Consumer Contract to the relevant Gas Lines Company to manage and resolve;
- (d) if the Gas Retailer has agreed with a Gas Lines Company not to refer certain Lines Complaints to the Gas Lines Company, the circumstances in which it will not do so, and that the Gas Retailer is responsible for managing and resolving those Lines Complaints; and
- (e) if a Complaint is not resolved by the Council Member responsible for managing and resolving the Complaint in accordance with Clause DA1.3A(c), the Consumer may refer the Complaint to the Electricity and Gas Complaints Commissioner.

### ***Referrals for Interposed Consumer Contracts***

DA2.6 If a Gas Retailer is required to refer a Lines Complaint to a Gas Lines Company under clause DA2.5:

- (a) as soon as possible but not later than two Working Days after the Complaint is made to the Gas Retailer, the Gas Retailer must refer to the Gas Lines Company full details of the Complaint, relevant information held by the Gas Retailer on the identity of the Consumer (or the Complainant, as the case may be), and the Consumer's ICP details;
- (b) the Gas Retailer must inform the Consumer in Writing of the Gas Lines Company that will manage and resolve the Complaint and the contact details of the Gas Lines Company; and
- (c) the Gas Lines Company must acknowledge the referral to both the Gas Retailer and the Consumer within two Working Days of receiving the referral.

DA2.7 Where a Gas Retailer is authorised to deal with a Lines Complaint, the Gas Retailer must not admit a breach of contract or liability, or offer or agree to any compensation on the Gas Lines Company's behalf, without the prior agreement of the Gas Lines Company.

DA2.8 If the Gas Lines Company has authorised the Gas Retailer to resolve an individual Consumer Complaint, or categories of Consumer Complaints, by way of defined maximum amounts ex gratia, the Gas Retailer must advise the Gas Lines Company of the Complaint, the action taken to resolve the Complaint, and the amount paid (if any).

### ***Compensation under Interposed Consumer Contracts***

DA2.9 The Gas Retailer is responsible for paying all compensation (including any award of the Electricity and Gas Complaints Commissioner), its management costs, and for taking all remedial action for any Retail Complaint arising out of an Interposed Consumer Contract.

DA2.10 The Gas Lines Company is responsible for paying all compensation (including any award of the Electricity and Gas Complaints Commissioner), management costs, and for taking all remedial action for any Lines Complaint arising out an Interposed Consumer Contract, including all compensation paid by, and management costs of, the Gas Retailer if a Lines Complaint is not referred to the Gas Lines Company.

- DA2.11 The management costs to be paid by the Gas Lines Company to the Gas Retailer for a Lines Complaint that is not referred to the Gas Lines Company may be agreed in advance by the parties.
- DA2.12 The Gas Lines Company's responsibility for compensation and management costs incurred by a Gas Retailer for a Lines Complaint that is not referred to the Gas Lines Company does not apply to the extent that the Gas Retailer has not complied with its obligations under Clauses DA2.6 and DA2.7, or an agreement under DA2.11.

***Responsibility for management costs not to conflict with award for expenses by Electricity and Gas Complaints Commissioner***

- DA2.13 A Council Member is not liable under this Clause DA2 to pay the Complaint management costs of another Council Member to the extent that those costs comprise an award of the Electricity and Gas Complaints Commissioner against that other Council Member under Clause B3.15.

**DA3. RESPONSIBILITIES OF GAS COMPANIES IN RESPECT OF PROCEEDINGS BEFORE THE ELECTRICITY AND GAS COMPLAINTS COMMISSIONER**

***Lines Complaints under Interposed Consumer Contracts***

- DA3.1 If a Lines Complaint that is being managed by a Gas Retailer is referred to the Electricity and Gas Complaints Commissioner, the Gas Retailer must inform the relevant Gas Lines Company of the referral within two Working Days of the Gas Retailer being notified of the referral by the Electricity and Gas Complaints Commissioner.
- DA3.1A If a Lines Complaint that is being managed by a Gas Lines Company is referred to the Electricity and Gas Complaints Commissioner, the Gas Lines Company must inform the relevant Gas Retailer of the referral within two Working Days of the Gas Lines Company being notified of the referral by the Electricity and Gas Complaints Commissioner.

***Gas Retailers require Gas Lines Companies' consent for certain discretionary or "test case" proceedings***

- DA3.2 A Gas Retailer that is managing a Lines Complaint that has been referred to the Electricity and Gas Complaints Commissioner may not, without the prior agreement in Writing of the relevant Gas Lines Company:
- (a) consent to an extension of the Electricity and Gas Complaints Commissioner's jurisdiction under Clause B1.8;
  - (b) allow an increase in the amount able to be awarded to the Extended Amount (as that term is defined in Clause B3.10) or make a request for a finding of fact by the Electricity and Gas Complaints Commissioner under Clause B3.10; or
  - (c) notify the Electricity and Gas Complaints Commissioner under Clause B4 that a Consumer Complaint will be pursued as a "test case".

***Gas Companies to co-operate in the provision of information in respect of Complaints***

DA3.3 A relevant Gas Lines Company or a relevant Gas Retailer who is not managing a Complaint referred to the Electricity and Gas Complaints Commissioner must provide all information and assistance reasonably required by the Council Member managing the Complaint so that Council Member managing the Complaint may effectively participate in the proceedings before the Electricity and Gas Complaints Commissioner.

#### **DA4. AGREEMENTS BETWEEN GAS COMPANIES**

##### ***Bilateral agreements between Gas Companies***

DA4.1 A Gas Lines Company and a Gas Retailer may agree to divide or allocate between themselves any responsibility or liability under this Protocol, including responsibility or liability of either of them to the other for compensation payable to a Consumer or the cost of managing any Complaint. However, such an agreement does not override the responsibility of a Gas Company to pay compensation, expenses, or provide any remedial action, to a Consumer under an Electricity and Gas Complaints Commissioner award, or to pay any award levy.

DA4.2 To the extent that a Use of System Agreement, or any other agreement between two or more Gas Company Council Members, is otherwise inconsistent with the provisions of this Protocol, the Protocol overrides such provisions.

##### ***Resolution of disputes between Gas Companies about Complaints***

DA4.3 Gas Retailers and Gas Lines Companies must:

- (a) use their best endeavours to ensure that any dispute between them about who is the Council Member contracting with the Consumer or who is the Council Member responsible for managing a Complaint, about the payment of compensation and management costs for a Complaint, or about any other matter connected with this Protocol (“**inter-company disputes**”), does not adversely affect the efficient and timely resolution of Complaints; and
- (b) subject to any agreement between the parties governing inter-company disputes, refer any inter-company dispute about responsibility for a Complaint to the Council to arrange mediation, arbitration or expert determination.

## SCHEDULE DB

### LAND COMPLAINTS DISPUTE RESOLUTION PROTOCOL

#### DB1. GENERAL PROVISIONS APPLYING TO ALL COUNCIL MEMBERS

##### *Objectives of Protocol*

DB1.1 The primary objectives of this Protocol are to:

- (a) ensure Land Owners and Land Occupiers can easily resolve disputes with Lines Company Council Members;
- (b) promote the efficient and timely resolution of Land Complaints; and
- (c) prevent disputes between Lines Companies, and between Retailers and Lines Companies, over their relative responsibilities from impeding the efficient and timely resolution of Land Complaints.

##### *Application*

DB1.2 This Protocol applies to all Council Members.

##### *General obligations under the Protocol*

DB1.3 A Council Member must:

- (a) comply with the provisions of this Protocol that are applicable to it; and
- (b) co-operate with other Council Members in order to achieve the objectives in Clause DB1.1 and to give full effect to this Protocol.

##### *Requirements for an in-house Land Complaints handling service*

DB1.4 A Lines Company Council Member must:

- (a) inform Land Owners and Land Occupiers on its website and in any other relevant information it makes available to Land Owners and Land Occupiers from time to time, of:
  - (i) the way in which, and to whom in the Council Member's organisation, Land Complaints may be made; and
  - (ii) the Council Member's participation in the Scheme;
- (b) have an efficient system for receipting, recording and monitoring Land Complaints received, referred (to or by them), managed, and resolved by, them; and
- (c) nominate an individual(s) to be the point of contact for dealing with Land Complaints.
- (d) monitor their compliance with the scheme rules and report annually on their compliance to the Electricity and Gas Complaints Commission

DB1.5 A Retailer Council Member must have an efficient system for receipting Land Complaints and expeditiously referring those Land Complaints to the Lines Company that is responsible for the Complaint under Clause DB1.6.

***Responsibility for Land Complaints***

DB1.6 The Lines Company Council Member that owns the Lines Equipment on the Land Owner's or Land Occupier's Land that is the subject of a Land Complaint is responsible for that Land Complaint.

***General timeframes for dealing with Land Complaints***

DB1.7 The Lines Company Council Member responsible under this Protocol for a Land Complaint must:

- (a) acknowledge the Complaint in Writing as soon as possible but not later than two Working Days after receipt of the Complaint, such acknowledgement to include confirmation that the Council Member is a member of the Scheme and information on the Land Owner's or Land Occupier's right to complain to the Electricity and Gas Complaints Commissioner;
- (b) provide a response (whether an initial response or otherwise) to the Land Owner or Land Occupier as soon as possible, commensurate with the urgency of the Complaint, but in any event no later than seven Working Days after the Complaint is received; and
- (c) notify the Land Owner or Land Occupier that the Complaint has reached "deadlock", and inform the Land Owner or Land Occupier of his or her right to refer the Complaint to the Electricity and Gas Complaints Commissioner, if:
  - (i) the Land Owner or Land Occupier is dissatisfied with the Council Member's decision on, or proposed settlement for, the Complaint; or
  - (ii) the Complaint has taken longer than 20 Working Days after receipt of the Complaint to resolve and the Council Member has not notified the Land Owner or Land Occupier in Writing that it has good reason to take further time to resolve the Complaint and what the good reason is; or
  - (iii) the Complaint has, in any case, taken longer than 40 Working Days after receipt of Complaint to resolve.

***Clearing-house mechanism for referral of Land Complaints to correct Council Member***

DB1.8 If a Land Owner or Land Occupier makes a Land Complaint to a Council Member who is not the Council Member responsible for the Complaint under Clause DB1.6, that Council Member must:

- (a) forward, within 1 Working Day, the Complaint to the Lines Company Council Member who has agreed that it is the Lines Company Council Member responsible for the Complaint; or
- (b) where it is not clear which Lines Company Council Member is responsible for the Complaint, use its best endeavours to identify the Lines Company Council Member

responsible for the Complaint as soon as possible after receiving the Complaint and forward the Complaint to that correct Lines Company Council Member; and

- (c) at the time of forwarding the Complaint, provide the Land Owner or Land Occupier with the contact details of the Lines Company Council Member responsible for the Complaint.

D. To avoid doubt, this Clause DB1.8 applies even if the Land Complaint is made to a Retailer in error.

DB1.9 If Transpower, or any Gas Lines Company Council Member who operates Gas Transmission Pipelines and does not operate any Gas Pipelines at a gauge pressure of less than 2,000 kilopascals, receives a Consumer Complaint, it must:

- (a) forward, within 1 Working Day, the Complaint to the Council Member who has agreed under the Electricity Consumer Dispute Resolution Protocol or the Gas Consumer Dispute Resolution Protocol that it is the Council Member contracting with the Consumer; or
- (b) where it is not clear which Council Member has the contract with the Consumer, use its best endeavours to identify the Council Member contracting with the Consumer as soon as possible after receiving the Complaint and forward the Complaint to that correct Council Member; and
- (c) at the time of forwarding the Complaint, provide the Consumer with the contact details of the Council Member contracting with the Consumer.

DB1.10 When the Lines Company Council Member responsible for the Land Complaint under Clause DB1.6 receives a Land Complaint forwarded to it, it must:

- (a) acknowledge the referral to the Council Member that forwarded the Complaint; and
- (b) inform the Land Owner or Land Occupier of its receipt of the Complaint, the date of receipt, and the process it will follow for dealing with the Complaint.

## **DB2. AGREEMENTS BETWEEN COMPANIES**

### ***Bilateral agreements between Companies***

DB2.1 Council Members may agree to divide or allocate between themselves any responsibility or liability under this Protocol, including responsibility or liability of either of them to the other for the cost of referring any Land Complaint. However, such an agreement does not override the responsibility of a Lines Company to pay compensation, expenses, or provide any remedial action, to a Land Owner or Land Occupier under an Electricity and Gas Complaints Commissioner award, or to pay any award levy.

DB2.2 To the extent that any agreement between two or more Council Members is otherwise inconsistent with the provisions of this Protocol, the Protocol overrides such provisions.

***Resolution of disputes between Companies about Land Complaints***

DB2.3 Council Members must:

- (a) use their best endeavours to ensure that any dispute between them about whether the Complaint is a Consumer Complaint or a Land Complaint, about the payment of compensation and management costs for a Land Complaint, or about any other matter connected with this Protocol ("**inter-company disputes**"), does not adversely affect the efficient and timely resolution of Complaints; and
- (b) subject to any agreement between the parties governing inter-company disputes, refer any inter-company dispute about responsibility for a Complaint to the Council to arrange mediation, arbitration or expert determination.