



4 April 2014

Submissions  
Electricity and Gas Complaints Commissioner  
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**TRUSTPOWER SUBMISSION: AMENDMENTS TO THE SCHEME DOCUMENT – INDEMNITY  
DISPUTES UNDER THE CONSUMER GUARANTEES ACT**

- 1.1.1 Trustpower Limited (“Trustpower”) welcomes the opportunity to provide a submission to the Electricity and Gas Complaints Commissioner (“EGCC”) on its Amendments to the Scheme document: Indemnity Disputes under the Consumer Guarantees Act consultation paper (“the Consultation Paper”).
- 1.1.2 Our answers to the specific questions posed in the Consultation Paper are attached in Appendix A.
- 1.1.3 For any questions relating to the material in this submission, please contact Hayley Eustace, Trustpower’s Legal Counsel, on 07 572 9888.

Regards,

A handwritten signature in blue ink, appearing to read "J. Tipping".

**JAMES TIPPING**  
**REGULATORY STRATEGY MANAGER**

## Appendix A: Responses to consultation questions

Question	Response and Comment
<p>1. Do you agree that the EGCC indemnity dispute process should be mandatory for both parties if one party refers the indemnity dispute to the EGCC and it meets the criteria for the Commissioner to consider it??</p>	<p>1.1 Yes.</p> <p>1.2 However, it is important that Scheme Members endeavour to resolve any Indemnity Dispute directly in the first instance. Consider inserting an “eligibility” requirement along the lines of the requirement that a Complaint is “Deadlocked” before the Commissioner may consider it (B.6.2). Only then should the process be mandatory. Consider inserting an additional clause G.: “The Commissioner may only consider an Indemnity Dispute where the Commissioner is satisfied that the Scheme Members have used all reasonable efforts to amicably resolve the Indemnity Dispute through good faith negotiations”.</p>
<p>2. Do you agree that the existing financial limits for complaints should apply to Indemnity Disputes?</p>	<p>2.1 Yes.</p>
<p>3. Do you agree with the Board’s proposed levy system for indemnity disputes?</p>	<p>3.1 Yes.</p> <p>3.2 However, Part D does not currently refer to any levy costs and expenses relating to an Indemnity Dispute. Consider amending Part D to specifically refer to levies for Indemnity Disputes being calculated on the same basis as for complaints accepted for consideration.</p>
<p>4. Do you agree that reporting of Indemnity Disputes to the responsible Minister should be limited to the number of cases considered?</p>	<p>4.1 Yes.</p>
<p>5. Do you have any other comments or concerns about the proposed changes you would like the Board to consider?</p>	<p>5.1 Yes.</p> <p>5.2 G.6: As per Complaints (B.21) consider including a timeframe within which notification of an Indemnity Dispute will be provided by inserting the following at the end of clause G.6: “... within five Working Days of receiving the Indemnity Dispute.”</p> <p>5.3 G.11.3 and G.11.4: The obligation of confidentiality should be paramount. Consider deleting these sub-clauses.</p> <p>5.4 G.17: Query whether clause G.14 is the correct cross reference.</p>