

Application to Surrender

Application to surrender the Ampol Energy (Retail)
Pty Ltd Electricity Retail Authorisations

July 2025





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1. Executive Summary

As the Australian Energy Regulator (the **AER**) is aware, on 1 July 2025 AGL Sales Pty Limited (**AGL**) acquired 100% of the issued capital in Ampol Energy (Retail) Pty Ltd ACN 652 913 347 (**Ampol**).

AGL is proposing to transfer customers that are currently serviced by Ampol into AGL's billing and customer management systems. The goal is that the migration will provide these customers with access to AGL's well established service platforms, an improved range of products whilst also allowing AGL to service these customers more efficiently and effectively.

The table below highlights the number of Ampol customers in relevant states as at July 2025. [REDACTED]

	New South Wales	Queensland
Residential customers	[REDACTED]	[REDACTED]

To integrate these customers into AGL's systems AGL is also required to update the relevant market participant identifier to AGL's applicable participant identifier. As discussed in detail later, AGL and Ampol will be seeking to rely on section 105(8) of the *National Energy Retail Law (South Australia) Act 2011* (the **NERL**) to move Ampol customers into the relevant AGL participant identifiers and facilitate the move into AGL's internal systems. To facilitate this process, Ampol is now applying to the AER to surrender its electricity retail authorisation E22004.

Both AGL and Ampol will take steps to ensure that customers are aware of any changes to their retailer and any subsequent impact it may have for them; our key focus throughout this period is ensuring that our customers have a positive transition experience. Specifically, AGL and Ampol will be writing to customers of the Ampol retail brand to inform them that:

- They will be transitioning from Ampol to AGL and key components of their energy retail contract will not be changing. This includes the customers' energy prices, fees and charges.
- Provide relevant customers with tailored advice to support them through the integration and get them set up with AGL. This includes:
 - The best contact number for customers to use to receive support during and after the transition
 - Advice about customers' concession entitlements and that AGL will be working with the relevant government departments and Services Australia to transfer concession entitlements to AGL without the customers being required to take any steps. AGL has engaged with Services Australia who has granted AGL approval to transfer customers' concessions entitlements.

- Advice about customers' direct debit arrangements being transitioned to AGL where possible to help ensure that customers are able to continue to enjoy the ease of managing their energy bills via direct debit
- Information about customers' hardship payment arrangements and how to make payment following the customers integration to AGL.

Customers will also be informed when they have successfully transferred into AGL and given tips and tricks to help them engage with AGL in a manner that works for them.

The transition of Ampol will be a 'big bang' migration, with customer data and accounts being transferred over the [REDACTED] [REDACTED] [REDACTED]. Ampol is now seeking to have the surrender of its authorisation effective thereafter, on a date set by the AER.

2. Background

AGL acquired 100% of Ampol on 1 July 2025. This included the acquisition of approximately [REDACTED] energy customers across New South Wales and Queensland. These are areas where AGL has well established experience in servicing and supporting energy customers.

The approach adopted by AGL from the beginning of the due diligence phase is to keep each of these approximately [REDACTED] customers and their unique experiences in the migration at the centre of everything we do. The guiding principles AGL is adopting as part of the migration are:

- Minimising disruption to customers throughout this period
- Seeking to ensure that, where possible, customers are no worse off by the transition to AGL
- Communicating with customers throughout the process to keep them informed
- Providing customer access to added value in AGL's rewards and other programs and product offerings

AGL has extensive experience in surrendering retail licences, managing customer integrations and supporting large scale transfers of customers through the bulk change tool with Australian Energy Market Operator (**AEMO**). This includes:

- In 2023, AGL retired its challenger brand, Powerdirect, which serviced ~82,000 customers nationally.
- In 2021, AGL acquired and integrated the Click Energy customer cohorts to AGL.
- In 2014, AGL acquired and integrated the Australian Power & Gas customer base to AGL.

We have taken the learnings from these integration projects and determined that a “big bang” style of integration is most appropriate in these circumstances, relying on a bulk transfer of the customers.

This will allow us to offer customers a more streamlined and holistic customer experience, as well as allowing us to promote simplicity in their services. This notion is centred around providing our customers simple and clear support, in addition to having a clear value proposition for our customers.

2.1. AGL's extensive experience in similar migrations

AGL has extensive experience in similar large-scale migrations. This past experience places AGL in a unique position to be able to deliver an integration that puts customer satisfaction and experience at the centre of our integration approach. We agreed to relevant conditions when surrendering the three following retail licences and complied with all applicable conditions in each instance.

In forming this approach to integrating the Ampol customers to AGL, we have been able to harness and leverage internal expertise and previous experience.

Powerdirect

In October 2023, AGL streamlined its retail offering, by retiring its challenger brand, Powerdirect. AGL had owned and operated the Powerdirect retail brand since February 2007, servicing some 82,000

electricity customers. AGL successfully transferred all customers, utilising the 'big bang' methodology, from the Powerdirect retail entity and associated participant identifier to the consolidated AGL brand.

Click Energy

Much like this current transition, the Click Energy integration was a 'big bang' style integration with the majority of the ~200,000 customers being integrated into AGL over one weekend. Given the key similarities between our proposed Ampol approach and the Click Energy approach, we are confident we will be able to deliver a similar outcome for our customers throughout this integration.

Australian Power & Gas

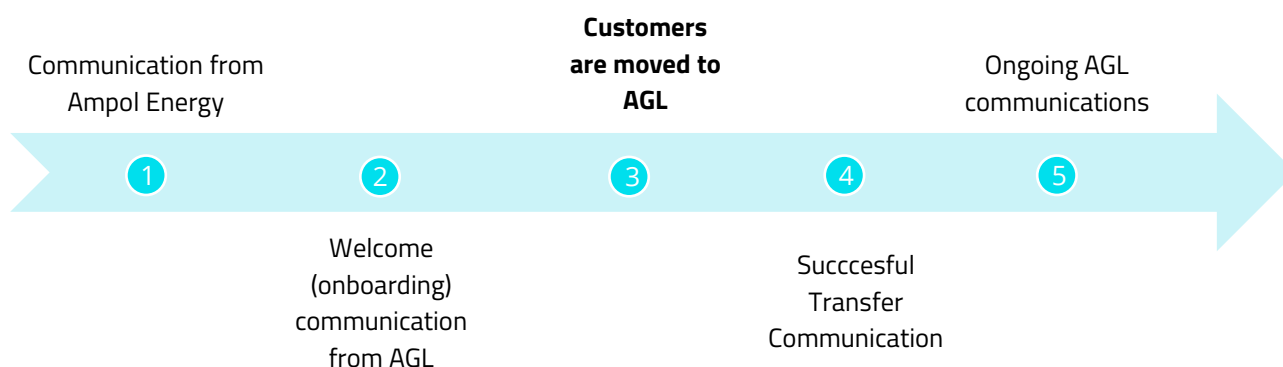
The Australian Power & Gas integration was a 'big bang' style integration that was similar to the Click Energy and Powerdirect integration. AGL purchased the Australian Power & Gas business and was in full control of that business in the lead up to the integration. AGL staff were appointed to key roles within the Australian Power & Gas business to support a smooth transition to AGL. Subsequently, when appropriate, AGL and Australian Power & Gas worked with the AER to transition all customers from the Australian Power & Gas retail brand to the AGL brand.

2.2. Customer communication and engagement

AGL is leveraging our experience in these large-scale programs to deliver exceptional customer experience throughout this transition. Our customer integration program has five key customer engagement points. At all steps, customers can contact AGL agents and discuss their options to take up an energy plan with AGL. Customers are also not charged exit fees at any time for leaving Ampol or AGL.

Accordingly, in the event that a customer is dissatisfied with AGL becoming their energy retailer, the customer will be able to sign up with another energy retailer of their choice and cease receiving services from Ampol/AGL with no additional fees.

Customer integration journey



Key information concerning the transition and what to expect is explained to integrating customers at step 2 of the integration journey. This information is sent to all customers prior to the transfer into AGL to ensure that customers are well informed. We are aware that a large amount of information can overwhelm customers, so we have worked to develop tailored communications to ensure customers

receive clear information that is relevant to their circumstances. AGL can confirm that all customers will be communicated to by AGL at least 20 business days prior to their migration to AGL.

We have also leveraged our extensive learnings from previous integrations to ensure that we are providing customers with clear and concise information about the transition.

A template copy of these communications and AGL's communications plan will be provided to the AER prior to the transfer.

2.3. Issue management and pre-emptive mitigation

The integration is highly dependent on technology and systems. AGL has formed a team of experts that are working to develop an online transfer solution, build the Ampol branded product offerings in AGL's systems and create solutions for migrating customer data to AGL's billing and customer relationship management system. For these reasons, AGL has developed a comprehensive testing and quality assurance regime to ensure that any issues are identified early and remediated quickly.

We are also taking time to analyse the learnings we are developing from previous integrations, to apply those to this integration. This is to ensure that we are continuing to manage and mitigate risks throughout this process.

Some of the key pre-emptive mitigation actions we are taking include:

[REDACTED]

- Standing up a small team of dedicated highly trained agents to support specific investigation and remediation activities for integrated customers that may be required. [REDACTED]

[REDACTED]

[REDACTED]

- Providing information to all AGL agents about the integration and the likely supports these customers may require during the cutover period

From past integration activities that we have conducted common issues that may arise include:

[REDACTED]

In the unlikely event that a critical issue arises [REDACTED]

[REDACTED]

[REDACTED]

Should any regulatory issues arise AGL will engage the AER and work constructively to manage them. We will, of course, seek to ensure our regulatory obligations and reporting obligations are complied with.

3. Statement of Reasons

AGL recently acquired Ampol. This included the acquisition of approximately [REDACTED] customers across New South Wales and Queensland. These are all areas in which AGL has well established experience in servicing electricity customers. Ampol is now seeking to surrender its electricity retail authorisation E22004.

This surrender is required for [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] This is consistent with the AER's *Retail Authorisation Guidelines*, which favour the surrender over transfer of authorisations in circumstances where the retail entity that has acquired another is already authorised. We are proposing for this surrender to be effective on a date set by the AER.

AGL is adopting the following guiding principles as part of this migration:

- Minimising disruption to customers throughout this period
- Seeking to ensure that, where possible, customers are no worse off by the transition to AGL
- Actively looking for opportunities to drive positive outcomes for these customers
- Providing customer access to added value in AGL's rewards and other programs and product offerings

Additionally, we have also developed detailed plans to ensure supply is not interrupted for all customers that are migrating. [REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- We believe that these arrangements both ensure continuity of supply for all customers but also ensure that customer detriment is avoided as much as possible.

3.1. Proposed conditions of surrender

Both AGL and Ampol are aware that it is common for the AER to impose conditions on the surrender of an authorisation application. As AGL understands it, the AER, Ampol and AGL share two common goals, those being ensuring no customers are worse off as a result of the integration activity and that all customers continue to be supplied with their respective fuels. To this end, AGL and Ampol are supportive of the AER imposing conditions the following conditions:

1. Ampol must notify the AER, in writing, within five business days after it has transferred all of its electricity customers from:
 - (a) a market retail contract or standard retail contract that each of Ampol's electricity customers entered into with Ampol (**Ampol Retail Contract**)

to:
 - (b) a market retail contract or standard retail contract entered into with AGL Sales Pty Limited (ABN 88 090 538 337) (**AGL Retail Contract**)
2. Ampol must ensure that, for each Impacted Customer¹ who is transferred, the terms and conditions that are included in the Ampol Retail Contract and the AGL Retail Contract in relation to:
 - (a) non-price matters, are transferred on the same terms as the contract previously entered into with Ampol except in relation to any exit fees or early termination fees which are not to apply within the first nine months of an Impacted Customers being transferred to an AGL Retail Contract; and
 - (b) price matters, are transferred on the same rates as the contract previously entered into with Ampol unless those terms and conditions in the AGL Retail Contract provide for a price that is effectively lower than the price the Ampol Retail Contract provided for.
3. Ampol must ensure that the following information is provided to AGL's systems:
 - (a) whether the Impacted Customer, on the day before the day the Impacted Customer is to be transferred to an AGL Retail Contract is:
 - (i) on a payment plan in accordance with rule 33(1) of the *National Energy Retail Rules* (**Ampol Payment Plan**);
 - (ii) participating in Ampol's hardship program (**Ampol Hardship Program**) as set out in Ampol's current hardship policy approved by the AER on 23 September 2022 (**Ampol Hardship Policy**);
 - (iii) using Centrepay as a payment option immediately prior to the customer transfer, and any other information relevant to the customer's Centrepay arrangements;

¹ For the purposes of the conditions imposed on Ampol, an 'Impacted Customer' is defined as each customer who will be transferred from Ampol to AGL following the approval of surrender of Ampol's electricity retailer authorisation.

- (iv) registered at a premises that has life support equipment in accordance with Part 7 of the *National Energy Retail Rules (NERR)*, irrespective of whether any process pursuant to rules 124A and 125(4) and 125(5) of NERR has commenced;
 - (v) identified by Ampol as an 'affected customer' within the meaning of rule 3 of the NERR; and
 - (b) for each Impacted Customer who is recorded as being on a Ampol Payment Plan under paragraph 3(a)(i):
 - (i) the payment amount and frequency;
 - (ii) the commencement and expiry date of the payment plan; and
 - (iii) any outstanding payment amounts owing on the payment plan to Ampol on the day before the day the Impacted Customer is transferred to an AGL Retail Contract; and
 - (c) for each Impacted Customer who is recorded as participating in the Ampol Hardship Program under paragraph 3(a)(ii), the details of the assistance that is provided to them.
4. Ampol must ensure, for each Impacted Customer who is recorded as:
- (a) being on an Ampol Payment Plan under paragraph 3(a)(i); and/or
 - (b) participating in the Ampol Hardship Program under paragraph 3(a)(ii),
- upon being transferred to the AGL Retail Contract, is transferred to:
- (a) be on a payment plan with AGL; and/or
 - (b) participate in AGL's Staying Connected program (**AGL Hardship Program**) as set out in AGL's current hardship policy approved by the AER on 1 April 2025 (**AGL Hardship Policy**),
- on the same terms as the Ampol Payment Plan and substantially the same and no less favourable terms as the Ampol Hardship Program, without being required to reapply.
5. Ampol must ensure, for each Impacted Customer who is recorded as:
- (a) being on an Ampol Payment Plan under paragraph 3(a)(i); and/or
 - (b) participating in the Ampol Hardship Program under paragraph 3(a)(ii),
- upon being transferred to the AGL Retail Contract, is informed in writing of the details of their:
- (a) payment plan with AGL; and/or
 - (b) participation in the AGL Hardship Program.
6. Ampol must ensure, for each Impacted Customer who it has recorded under paragraph 3(a)(v) as being identified as an 'affected customer', that AGL assists these customers in accordance with its family violence policy prepared under rule 76A of the NERR.

7. For each Impacted Customer who is using Centrepay as a payment option immediately prior to the transfer to an AGL Retail Contract, Ampol must ensure that, within the first nine months of an Impacted Customer being transferred to an AGL Retail Contract, AGL does not cancel a payment plan in circumstances where there has been non-payment in respect of the Impacted Customer as a result of disruption to the Impacted Customer's Centrepay arrangements.
8. For each Impacted Customer who is using Centrepay as a payment option immediately prior to the transfer to an AGL Retail Contract, no later than two weeks after the transfer to an AGL Retail Contract, Ampol must ensure AGL informs the Impacted Customer of the requirement to establish new Centrepay arrangements and provide information about how the Impacted Customer may do that.
9. In the event that the transfer of an Impacted Customer to an AGL Retail Contract results in overcharging by Ampol of the Impacted Customer within the meaning of rule 31 of the NERR, Ampol must ensure that it:
 - (a) deals with such overcharges in accordance with the requirements of rule 31;
 - (b) reports any breaches of rule 31 by Ampol to the AER.
10. For each Impacted Customer who is transferred from an Ampol Retail Contract to an AGL Retail Contract, Ampol must ensure that within 14 days of being transferred to an AGL Retail Contract, each Impacted Customer is provided with correspondence, that:
 - (a) informs the Impacted Customer of the transfer;
 - (b) informs the Impacted Customer that they are no longer a customer of Ampol and are now a customer of AGL;
 - (c) states in a prominent and clearly identifiable manner words that the Impacted Customer can transfer from AGL to a new retailer without exit fees;
 - (d) states in a prominent and clearly identifiable manner that Energy Made Easy is the Australian Government's independent website where customers can compare electricity and gas offers to find the right energy plan for them and that unlike some commercial switching websites Energy Made Easy shows all generally available offers and does not take commission from retailers; and
 - (e) includes a prominent and clearly named hyperlink directly below the information referred to in paragraph 10(d) to <https://www.energymadeeasy.gov.au>.
11. Within five business days after being transferred from an Ampol Retail Contract to an AGL Retail Contract, Ampol must ensure that for each Impacted Customer who is recorded as being registered at a premises that has life support equipment under paragraph 3(a)(iv), the relevant distributor is notified that the Impacted Customer has changed retailer to AGL but continues to require life support equipment at the premises.
12. For each Impacted Customer who is transferred from an Ampol Retail Contract to an AGL Retail Contract, Ampol must ensure the AGL Retail Contract is not terminated without the agreement of the Impacted Customer for a period of at least nine months from the date the Impacted Customer is transferred to the AGL Retail Contract.

13. Ampol must ensure that any objections, concerns or complaints received by Ampol or AGL from an Impacted Customer, in relation to the transfer of an Impacted Customer or the intention of an Impacted Customer to transfer from AGL to a new retailer, are recorded in AGL's systems and can be produced to the AER on request.
14. In completing the transfers of the Impacted Customers to an AGL Retail Contract for electricity, Ampol must ensure that it and AGL comply with the applicable processes in the Market and Settlement Transfer Solution (MSATS) Procedures administered by AEMO.
15. Within six months of the last Impacted Customer being transferred to the AGL Retail Contract, Ampol must provide the AER with a report signed by the AGL Head of Governance & Assurance (or equivalent position holder) that states whether Ampol has complied with the conditions set out in paragraphs 1 to 14 above, and provide evidence of such compliance if requested by the AER.

4. Ensuring continued supply

AGL has two key focuses throughout this activity, they are:

- to ensure that there is no impact to our customers' energy supply; and
- to ensure that customers do not experience detriment because of the transfer.

AGL will ensure that key components of Ampol customers' energy retail contract will not change due to the transition. Similarly, we are not proposing to vary the terms and conditions applying to Ampol customers due to the transition.

4.1. Updating participant identifiers

AGL is looking to transition its customers to AGL's participant identifiers, [REDACTED] and [REDACTED] [REDACTED] which is licenced across Queensland and New South Wales.

AGL has been working closely with distributors to support them through this period and is aiming to reduce impacts on their day-to-day operations, whilst also ensuring that these customers are seamlessly integrated into AGL. These engagements have been productive to date, and we are confident that any issues that arise in the migration can be managed. [REDACTED]

[REDACTED] [REDACTED] [REDACTED] The role of these distributors will be to update their records to reflect the change in the financially responsible market participant within the energy market. This allows the distributors to ensure they are billing the correct market participant.

The below table summarises which participant identifier customers will be migrating from and to across the respective distribution zones.

Customer entity transition

Jurisdiction	Distributor	Current participant ID	Future participant ID	AGL entity
New South Wales	ENERGYAP	[REDACTED]	[REDACTED]	[REDACTED]
	INTEGP	[REDACTED]	[REDACTED]	[REDACTED]
	CNRGYP	[REDACTED]	[REDACTED]	[REDACTED]
Queensland	ENERGEXP	[REDACTED]	[REDACTED]	[REDACTED]

4.2. Customer's products and prices

As noted throughout this document, AGL is not proposing to vary prices and products applicable to any Ampol customer due to the transition of their retail brands. AGL is also not proposing to make any changes to Ampol customers' fuel discount with Ampol Energy due to the transition. The fuel discount will continue until it expires as per Ampol Terms and Conditions.

4.3. Maintenance of customer terms and conditions

Throughout this migration, AGL will maintain the Ampol Market Retail Contract terms and conditions. These will be published on the AGL website for customer ease. For the AER's reference, the Ampol current Market Retail Contract terms and conditions are at attachment 4. AGL will ensure that ex-Ampol customers are treated in accordance with the relevant terms and conditions of their contracts due to the transition.

5. Promoting positive customer outcomes

5.1. Account history and attributes

AGL is committed to supporting all customers. We acknowledge that a key requirement of this is having access to customer data following the migration. For these reasons we are migrating account history with our bulk integration, currently planned for [REDACTED]. The customer data that will be transferred includes:

- All account preferences and attributes, such as customers billing preferences and concession entitlements
- Customers life support records, position in the registration cycle and their protections
- Records of customers' payment history including indications of financial difficulties
- Details of any previous disputes, both internal and with ombudsman schemes

AGL will also retain the customers' preferred method of contact in all scenarios. [REDACTED]
[REDACTED] AGL will retain this preference whilst also ensuring that the remaining approximately [REDACTED] that are on paper billing will continue to be so following the migration into AGL's customer relationship management and billing systems, unless the customer contacts AGL to provide their explicit informed consent to receive bills and other regulatory notices in another form.

5.2. Continued compliance

AGL and Ampol are committed to complying with all regulatory and legal obligations throughout this integration activity. This includes maintaining robust documentation throughout the integration and working collaboratively with our regulators. A key focus of the integration activity is to drive improved customer outcomes.

We will also be collaborating with our other external stakeholders, such as Government Departments that support the provision of customer concession entitlement, Ombudsman Schemes, distributors, and the market operator.

Performance reporting

As the AER is aware, the obligation to report for performance reporting purposes attracts to the entity that is supplying energy to customers at the point in time when the report is due. AGL's approach to performance reporting will be reflective of this. Meaning that customers will be reported under the Ampol entity until such a time when they are migrated to AGL's participant identifier within the market.

5.3. Continued protections of life support customers

Both AGL and Ampol are committed to protecting vulnerable customers throughout the integration and thereafter. For customers that are registered with Ampol as using life support equipment within their home, AGL confirms that customers who have provided medical confirmation will be registered within the AGL system and will not have to do anything further to confirm their protections. AGL will maintain the relevant records within the relevant systems.

For customers who are registered but have not provided a medical confirmation form, AGL will register these customers within the AGL system. AGL will then proactively contact these customers to request they provide medical confirmation of their requirement for life support equipment. AGL will ensure that it complies with all regulatory requirements in this regard.

Ampol currently has [REDACTED] customers currently registered as requiring life support equipment in their home. AGL can confirm that none of these customers are at risk of disconnection due to the migration process.

5.4. Dispute resolution

AGL is committed to resolving any existing disputes between Ampol and its customers throughout this integration.

AGL will be engaging with each of the Ombudsman Schemes about this transition and is looking forward to collaborating with the Ombudsman Schemes to wind down the Ampol retail operations following the brands integration into AGL.

[REDACTED]

5.5. Customer hardship policies

The below table includes the breakdown of Ampol customers on hardship or payment plan arrangements.

Payment plan	Customer numbers
Customers on the Ampol Hardship Program	[REDACTED]
Customers on Ampol payment arrangements	[REDACTED]

AGL will transfer key details of Ampol customers' payment arrangements to AGL. AGL can confirm that key details of the customers' payment plan such as payment amount and frequency will not change as a result of the transition. AGL will ensure that customers on payment arrangements will be no worse off by the transition of their payment plan.

AGL has completed a detailed side by side review of the Ampol hardship policy (attachment 1) and the AGL hardship policy (attachment 2). The AGL hardship policy was very recently reviewed and approved by the AER which ensures that the AGL hardship policy provides up to date and relevant protections to customers.

To assist the AER, AGL has completed a comparison of the hardship policies (attachment 3).

Differences in language have been identified between the two policies, however the obligations in both hardship policies are similar. There are some key differences which are outlined below:

1. The AGL hardship policy commits to a timeline of 5 business days for assessment and 10 business days for acceptance of a customer onto AGL's hardship ('Staying Connected') program, whilst the Ampol policy commits to a period of 3 business days for assessment and an additional 3 business days for acceptance. AGL is committed to protecting customers and ensuring that they are not worse off because of the transition or materially affected while their application is being considered under AGL's hardship policy. AGL can confirm that its process is to assess Ampol customers' request to enter AGL's hardship program within 3 business days (as opposed to 5 business days) to align with expectations under the Ampol hardship policy. AGL can also confirm that customers will not be subjected to collections or disconnections activity during the period their application is being considered by AGL for acceptance into the program.
2. The Ampol hardship policy states the following:
 - *"If you miss a payment, we will contact you to see if you need help. We will contact you by your preferred contact method (email or post) within 2 business days of detecting a failed payment. We will then contact you by phone within a further 2 business days, and finally will try via email or post in another 2 business days.";* and
 - *"If you stop meeting your instalment payments Ampol Energy will attempt to contact you by your preferred method (email or phone) to discuss whether there needs to be changes made to the original payment plan. We can reassess the original payment plan and make changes to help restore payments.
If this contact fails, Ampol Energy will try again within 2 business days. If you fail to respond on our second attempt, we will make a third attempt 2 business days later. If contact is made, we can look to adjust the plan as above."*

The AGL hardship policy does not state on which dates and by which methods AGL will contact the customer after missed payment. Instead, AGL's hardship policy states that AGL will use its best efforts to contact a customer which will generally include multiple contact attempts, using a variety of contact methods which could include SMS, email, phone and/or post. In this way, the AGL hardship policy ensures that AGL considers a customer's circumstances when contacting them following a missed payment.

Additionally, the AGL hardship policy states that AGL will always allow at least 10 business days for the customer to get back in touch before removing the customer from the hardship program following two missed payments. The AGL hardship policy also commits to making at least 3 attempts to contact the customer after missed payments via either SMS, email, phone and/or post. AGL is committed to supporting customers experiencing hardship and commits to ensuring that customers will not be subjected to disconnections activity while they are participating in AGL's hardship program.

3. The Ampol hardship policy states:

- Ampol allows for both arrears and advance payment instalments for energy consumption
- Ampol reviews payment plans quarterly and allows for modifications
- Ampol can provide energy audits to customers where appropriate
- Ampol offers partial debt waivers in some circumstances
- Ampol may offer the customer a better offer if identified

AGL is committed to using a variety of tools to support customers experiencing hardship and can confirm that it may provide the above support to hardship customers where relevant and appropriate.

4. The Ampol hardship policy states that hardship customers will have access to a specialist hardship team to discuss their circumstances. AGL confirms that its Customer Resolutions team are trained to assist and provide support to hardship customers.

5.6. Payment channels available to customers

Almost all payment channels will continue to be available to customers. There are two exceptions which are American Express and payment by Electronic Funds Transfer (EFT).

AGL only supports American Express via PayPal. All Ampol customers will be informed of this and given steps for how to set up American Express direct debit payments via PayPal. Customers will also be able to make one-off American Express payments via PayPal.

Ampol customers will also be advised that they will no longer be able to pay via EFT and will be directed to consider another payment option. AGL will ensure that all other payment channels are offered to Ampol customers.

Additionally, cheque and money order payments cannot be accepted by AGL post transfer if the payee is Ampol. AGL will advise customers to send any future money order or cheque payments to AGL at the appropriate address. Further, Ampol App payments will not be available to customers after customers have transferred to AGL.

All Ampol customers are being notified in writing of the migration to AGL and what it means to them. Copies of this correspondence will be shared with the AER prior to transfer.

[REDACTED]

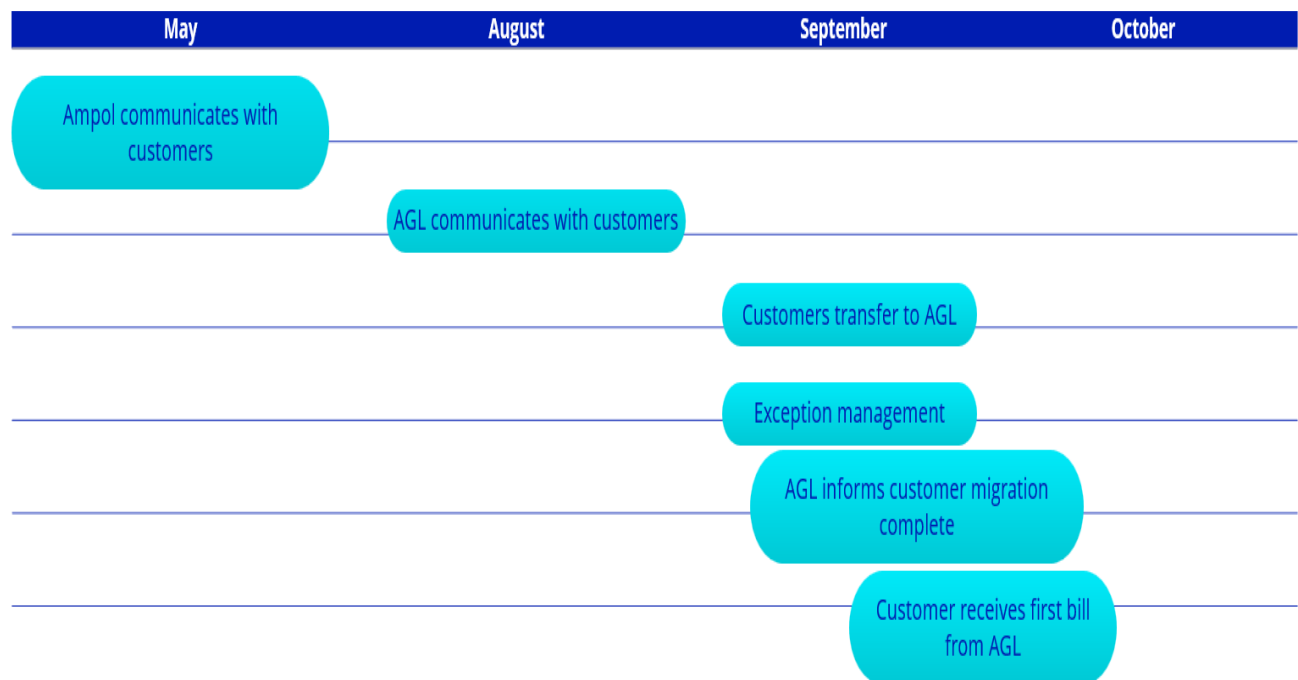
5.7. Customers making payment via Centrepay

Currently, ■ Ampol customers are making payments to Ampol via reoccurring Centrepay deductions. AGL is engaging with Services Australia regarding the customer migration, cancellation and re-establishment of Centrepay deductions and AGL's customer communications plan. AGL will execute a communications plan to inform customers that their Centrepay deductions to Ampol will be cancelled and they will need to re-establish Centrepay deductions to AGL. AGL will contact these customers through a variety of methods and ensure they are not at risk of disconnection for non-payment while this process takes place.

Ampol will also work with Services Australia to ensure all Centrepay arrangements to Ampol are terminated when customers are migrated to AGL.

6. Timing

As noted throughout this document, AGL is adopting a ‘big bang’ approach to the migration, and will be seeking to utilise a bulk migration [REDACTED], subject to final approval from all relevant parties. We have already socialised this timeline with key distributors and AEMO and are confident this is an achievable timeframe.



6.1. Market engagement concerning the bulk change

As noted throughout this document, AGL has been engaging with key distributors and AEMO to coordinate the integration of [REDACTED] into AGL’s participant identifier. We have had kick off meetings with AEMO and distribution businesses on the use of the bulk transfer tool for this purpose. The feedback we have received has been positive and we have confirmed with our key delivery partners that [REDACTED]. The below table summarises the supply points associated with each distributor as of July 2025:

Jurisdiction	Distributor	Sites
New South Wales	Essential Energy	██████
	Ausgrid	██████
	Endeavour Energy	██████
Queensland	Energex	██████

7. Attachments

Attachment	Summary
1	Ampol hardship policy
2	AGL hardship policy
3	Comparison of the Ampol and AGL hardship policies
4	Ampol Energy Market Retail Contract Terms and Conditions