

# NOTICE OF DECISION, CONDITIONS AND STATEMENT OF REASONS

## NATIONAL ENERGY RETAIL LAW SECTION 105

### SURRENDER OF RETAILER AUTHORISATIONS E22004 AND G22004

TO: Ampol Energy (Retail) Pty Ltd c/o  
AGL Energy Limited  
Level 24  
200 George Street  
Sydney NSW 2000

By email: [REDACTED]

On 28 July 2025 and 20 June 2025, the Australian Energy Regulator (**AER**) received applications from Ampol Energy (Retail) Pty Ltd (ACN 652 913 347) (**Ampol**) to surrender its electricity and gas retailer authorisations E22004 and G22004 (**the surrenders**).

Pursuant to section 105 of the *National Energy Retail Law* (**NERL**), the AER has decided:

1. to approve the surrenders;
2. that the surrenders shall take effect on 2 April 2026;
3. to impose on Ampol's electricity retailer authorisation surrender, the conditions specified in **Schedule 1**; and
4. not to impose conditions on Ampol's gas retailer authorisation surrender, as Ampol does not have any gas retail customers.

**Schedule 2** sets out the reasons for the AER's decision to:

1. approve the surrenders;
2. impose the conditions on Ampol's electricity retailer authorisation surrender specified in Schedule 1; and
3. not impose conditions on Ampol's gas retailer authorisation surrender.

When providing the information specified in clauses 1 to 20 of Schedule 1, the AER requires the information be provided by either:

- a) sending the information to the AER at the following electronic address [AERauthorisations@aer.gov.au](mailto:AERauthorisations@ aer.gov.au) marked to the attention of AER Compliance and Enforcement – Rebecca Holland (noting that file attachments larger than 20MB will not be accepted by the ACCC/AER email server), or
- b) uploading the information to the AER's secure file sharing service using the link to be provided by the AER and marked to the attention of AER Compliance and Enforcement – Rebecca Holland.

[REDACTED]

6 October 2025

Chair  
Australian Energy Regulator

## **SCHEDULE 1 - CONDITIONS IMPOSED ON AMPOL'S ELECTRICITY RETAILER AUTHORISATION SURRENDER**

1. Ampol must notify the AER, in writing, that it has completed the transfer of 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) (**AGL Retail Contract**).within five business days of doing so and by no later than 10 business days before the surrender effective date of 2 April 2026.
2. Ampol must ensure that, for each Impacted Customer<sup>1</sup> who is transferred, the terms and conditions that are included in the AGL Retail Contract in relation to:
  - (a) non-price matters, are the same 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 Customer being transferred to an AGL Retail Contract; and
  - (b) price matters, are the same as the contract previously entered into with Ampol unless those terms and conditions in the AGL Retail Contract provide for a price that is lower than the price the Ampol Retail Contract provided for.
3. Ampol must ensure that the following information is recorded in AGL's systems:
  - (a) whether the Impacted Customer, on the day before 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 (**NERR**) (**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;
    - (iv) registered at a premises that has life support equipment in accordance with Part 7 of the NERR, irrespective of whether any process pursuant to rules 124A and 125(4) and 125(5) of NERR has commenced;
    - (v) on a 'no contact' list in accordance with rule 65 of the NERR;
    - (vi) 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 an Ampol Payment Plan under paragraph 3(a)(i):
    - (i) the payment amount and frequency;

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<sup>1</sup> 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.

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- (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;
  - (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;
  - (d) for each Impacted Customer who is recorded as an 'affected customer' under paragraph 3(a)(vi) the preferred method of communication, as identified under rule 76H of the NERR.
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/or substantially the same and no less favourable terms as the Ampol Hardship Program, without being required to reapply.
5. 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),
- Ampol must ensure that, upon being transferred to the AGL Retail Contract, each customer is informed via their preferred written method of communication of the details of their:
- (a) payment plan with AGL; and/or
  - (b) about their participation in the AGL Hardship Program.
6. Ampol must ensure, for each Impacted Customer recorded as being identified as an 'affected customer' under paragraph 3(a)(vi), that:
- (a) AGL assists these customers in accordance with AGL's family violence policy prepared under rule 76A of the NERR;
  - (b) AGL flags each affected customer's account in accordance with the *AER's Family Violence Rules: Guidance for Energy Retailers*.
7. For each Impacted Customer who is using Centrepay as a payment option immediately prior to the transfer to an AGL Retail Contract as being identified in paragraph 3(a)(iii), Ampol must ensure that, within the first six 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. Ampol must contact each Impacted Customer who is using Centrepay as a payment option via their preferred form of communication:
  - (c) no later than 2 weeks after the transfer to an AGL Retail Contract, to inform the customer of the requirement to establish new Centrepay arrangements and to provide information about how the customer may do so; and
  - (d) where the Impacted Customer does not establish new Centrepay arrangements within 4 weeks of their transfer to an AGL Retail Contract, to remind the customer of the requirement to establish new Centrepay arrangements and to provide information about how the customer may do so; and
  - (e) where the Impacted Customer does not establish new Centrepay arrangements within 8 weeks of their transfer to an AGL Retail Contract, to remind the customer of the requirement to establish new Centrepay arrangements and to provide information about how the customer may do so.
9. If the transfer of an Impacted Customer to an AGL Retail Contract results in overcharging by Ampol of an Impacted Customer,<sup>2</sup> Ampol must ensure that it:
  - (a) deals with any overcharge in accordance with the requirements of rule 31 of the NERR; and
  - (b) reports any breach of rule 31 of the NERR by Ampol to the AER in accordance with the AER's Compliance procedures and guidelines.<sup>3</sup>
10. For each Impacted Customer who is transferred from an Ampol Retail Contract to an AGL Retail Contract, within 14 days of being transferred to an AGL Retail Contract, Ampol must ensure that each Impacted Customer receives correspondence via their preferred written form of communication to:
  - (a) inform the Impacted Customer of the transfer;
  - (b) inform the Impacted Customer that they are no longer a customer of Ampol and are now a customer of AGL;
  - (c) in a prominent and clearly identifiable manner, inform the Impacted Customer that they can transfer from AGL to a new retailer without exit fees;
  - (d) in a prominent and clearly identifiable manner, inform the Impacted Customer that Energy Made Easy is the Australian Government's independent website where customers can compare electricity 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) provide a prominent and clearly named hyperlink directly below the information referred to in paragraph 10(d) to <https://www.energymadeeasy.gov.au>.
11. For each Impacted Customer who is recorded as being registered at a premises that has life support equipment under paragraph 3(a)(iv), Ampol must notify the relevant distributor that the Impacted Customer has changed retailer to AGL but continues to require life support equipment at the premises within 5 business days of the relevant customer being transferred from an Ampol Retail Contract to an AGL Retail Contract.

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<sup>2</sup> 'Overcharging' is to be interpreted in accordance with rule 31 of the NERR.

<sup>3</sup> Under [version 7](#) of the Compliance procedures and guidelines which is effective from 1 April 2025, NERR rule 31 is subject to both the material breach reporting framework and half yearly reporting.

12. Where Ampol has provided a medical confirmation form to an Impacted Customer in accordance with rule 124 of the NERR but the Impacted Customer has not yet provided medical confirmation, Ampol must inform AGL of the date the medical confirmation form was provided to the customer

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and must ensure that AGL complies with rule 124A of the NERR as if the medical confirmation form had been provided to the customer on that date by AGL.

13. 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.
14. 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.
15. For six months from the date that the first Impacted Customer is transferred Ampol must continue to comply with all requirements and obligations as a "retailer" (as defined in the NERL), deemed to be selling energy to customers, in relation to sections 50 and 51 of the NERL, and rules 21, 29, 30-33, and 76F of the NERR.
16. For 12 months from the date the first Impacted Customer is transferred for each Impacted Customer who has any amount outstanding in a final invoice issued by Ampol:
  - (a) the Impacted Customer will continue to be a "customer", "small customer", "residential customer", "hardship customer", and/or "business customer" (as defined in the NERL) of Ampol if they were such a customer of Ampol on the day immediately before the date on which they are transferred; and
  - (b) sections 50 and 51 of the NERL and rules 21, 29, 30-33 and 76F of the NERR continue to apply in relation to the Impacted Customer as those provisions applied to the customer on the day immediately before the date they are transferred.
17. Until 12 months after the date on which the first Impacted Customer is transferred, Ampol must ensure that it provides Impacted Customers with the option to raise a complaint directly with Ampol or the Ombudsman.
18. 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 Australian Energy Market Operator (AEMO).
19. Within six months of the last Impacted Customer being transferred to the AGL Retail Contract, Ampol must provide:
  - (a) the AER with a report signed by the AGL Head of Compliance, Risk and Assurance (or equivalent position holder) that states whether AGL has complied with the conditions set out in paragraphs 3 to 7, 11 to 13 and 18 above; and
  - (b) evidence of such compliance, if requested by the AER.
20. Within six months of the last Impacted Customer being transferred to the AGL Retail Contract, Ampol must provide:

- (a) the AER with a report signed by the AGL Head of Compliance, Risk and Assurance (or equivalent position holder) that states whether Ampol has complied with the conditions set out in paragraphs 1 to 19 above; and
- (b) evidence of such compliance, if requested by the AER.

## SCHEDULE 2 - STATEMENT OF REASONS

### REASONS FOR APPROVAL OF SURRENDERS, IMPOSING CONDITIONS ON AMPOL'S ELECTRICITY RETAILER AUTHORISATION SURRENDER, AND NOT IMPOSING CONDITIONS ON AMPOL'S GAS RETAILER AUTHORISATION SURRENDER

Ampol Energy (Retail) Pty Ltd (**Ampol**) is seeking to surrender both its electricity and gas authorisations, which it has held since 8 June 2022. Ampol is wholly owned by AGL Sales Pty Limited (**AGL**) who purchased 100% of Ampol on 1 July 2025.

The application for the surrender of Ampol's electricity retailer authorisation sets out the process for the transfer of all Ampol's existing electricity customers to AGL.

In accordance with section 105 of the NERL, the AER may decide to approve the surrender of a retailer authorisation if it is satisfied that arrangements relating to the surrender will appropriately manage the transfer of any retail customers.

The *AER Retailer Authorisation Guidelines Version 3, July 2024*<sup>4</sup> sets out the principles that the AER will consider in deciding whether to approve the surrender of a retailer authorisation, namely that:

- any customer transfers arising from the surrender are managed appropriately, as required by the NERL, and that customers have continuity of supply;
- customers do not suffer unnecessary detriment as a result of being transferred to another retailer (particularly where customers may not have the opportunity to provide their explicit informed consent for the transfer); and
- customers have all the necessary information to make an informed choice about their energy service.

In deciding to approve the surrender of a retailer authorisation, the AER:

- (a) may, after consulting the Australian Energy Market Operator (**AEMO**), impose conditions for the transfer of customers to another retailer; and
- (b) must fix a time, no later than six months after deciding the application, for the surrender to take effect.

The AER has consulted with AEMO as required by the NERL.

#### Gas authorisation

The AER has decided to approve the surrender of Ampol's gas retailer authorisation. Ampol will not have any gas customers at the time of the surrender. Therefore, we do not need to consider continuity of supply for transferring customers and have not imposed any conditions on the gas authorisation surrender.

The surrender of Ampol's gas authorisation will take effect on **2 April 2026**.

#### Electricity authorisation

For the reasons outlined below, the AER has decided to approve the surrender of Ampol's electricity retailer authorisation. The AER considers that the arrangements in place, which provide for the transfer of Ampol electricity customers (**Impacted Customers**) to AGL, are appropriate to:

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<sup>4</sup> [AER Retailer Authorisation Guidelines Version 3, July 2024](#)

- manage the continuity of energy supply to these customers; and
- ensure that these customers are made aware of the surrender of Ampol's retailer authorisation and how the surrender may affect them.

The AER has decided to place several conditions on the surrender of Ampol's electricity retailer authorisation to facilitate the smooth transfer of customers to AGL and to ensure that Impacted Customers are not disadvantaged by the transfer to AGL.

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The surrender of Ampol's electricity authorisation will take effect on **2 April 2026**. Until this time, Ampol is still an authorised retailer and will need to continue to satisfy its retailer obligations, including maintaining its Ombudsman membership and continuing to comply with its obligations relating to notifying customers of their dispute resolution rights.

Any customer transfers arising from the surrender are managed appropriately, as required by the NERL, and that customers have continuity of supply

The AER is satisfied that Ampol has sufficient arrangements in place to ensure that Impacted Customer transfers are appropriately managed and to ensure continuity of supply for Impacted Customers.

As noted above, Ampol will transfer the Impacted Customers to AGL. To prepare for these transfers, Ampol has engaged with third parties (distributors, Ombudsmen and AEMO) and conducted trials and testing of systems to ensure customer transfers are appropriately managed and customers have continuity of supply.

AGL has also assured the AER that it has systems in place to manage customer queries or concerns regarding the transfer.

To formalise these arrangements, the AER has decided to place reporting requirements on Ampol in relation to its electricity customer transfers. This includes the following reporting requirements:

- Ampol must notify the AER of the successful transfer of all Impacted Customers to AGL (or to other retailers, where the customer has elected to switch). This will ensure that all Impacted Customers have been transferred before the surrender of Ampol's electricity retailer authorisation takes effect.
- Ampol must provide a report stating whether it has complied with the conditions of surrender for Impacted Customers and (where required) provide evidence of this to the AER.
- Ampol must record any objections, concerns or complaints received by Ampol or AGL from an Impacted Customer in relation to the conduct of customer transfers or in relation to a customer's intention to transfer from AGL.

Customers do not suffer unnecessary detriment as a result of being transferred to another retailer

The AER is satisfied that the arrangements proposed by Ampol as part of its application, together with conditions imposed by the AER, are sufficient to ensure that Impacted Customers do not suffer unnecessary detriment.

AGL has advised that all Impacted Customers are able to be migrated to AGL with no change to their contract terms and conditions, rates or fees.

To support this commitment and ensure that Impacted Customers are protected through the migration, the AER has decided to impose a number of conditions. In summary, these conditions impose the following obligations on Ampol:

- Impacted Customers must be able to access contracts which provide at least the same terms and conditions (including price) as the customer's previous contract with Ampol. This condition will ensure that Impacted Customers will not suffer unnecessary detriment as a result of this proposal.
- Impacted Customers transferred to AGL as part of the electricity retailer authorisation surrender:

- (a) must not be charged early termination fees for at least nine months after the customers are transferred, should the customer elect to transfer to another retailer.
- (b) cannot be terminated from the AGL contract to which they have been transferred to for a period of at least nine months without customer agreement.

The AER considers that the following conditions will provide time for Impacted Customers to identify whether their AGL Retail Contract is suitable for their needs and limit the potential for unnecessary detriment to customers.

- For each Impacted Customer who is on a payment plan and uses Centrepay as payment option, Ampol must ensure that, within the first six months of them being transferred to AGL, a payment plan is not cancelled in circumstances where there has been non-payment due to disruption to Centrepay arrangements caused by the transfer process.
- For each Impacted Customer recorded by Ampol as being registered at a premises that has life support equipment, Ampol must notify the relevant distributor within five business days of the transfer that the Impacted Customer has changed retailer but continues to require life support equipment at the premises. Ampol must also ensure that customers who have not provided medical confirmation will be provided reminder notifications to provide these confirmations to AGL.

In addition to the above, the AER has imposed a number of conditions on Ampol that relate to the recording of details around Impacted Customers' payment plans, hardship assistance, life support requirements and family violence protections. Impacted Customers who are on a payment plan or participating in hardship program are not required to reapply to AGL to be on a payment plan or hardship program on the same terms as their Ampol Payment Plan or substantially the same terms and no less favourable as their participation in the Ampol Hardship Program.

The AER has considered that AGL has provided a commitment to voluntarily waive any debt over 90 days old for all active Ampol customers who transfer to AGL, all debt for unknown energy Ampol customers who transfer to AGL, and debt on inactive accounts.

#### Customers have all the necessary information to make an informed choice about their energy service

While some Impacted Customers may make an active choice to transfer to AGL, there may be others who may not make this active choice. In these circumstances, the AER considers that Impacted Customers should have sufficient information to make an informed choice about their energy services. This should include suitable information about their contract changes and the options available to them.

The AER is aware that AGL has already communicated with its incoming customers and provided them with information regarding the upcoming transfer and relevant contact details, should customers wish to opt out of the transfer to AGL.

The AER has placed a condition on Ampol, requiring it to ensure that Impacted Customers receive correspondence within 14 days of the transfer, informing them that they are now AGL customers and can compare energy deals offered by other retailers and provide a link to [Energy Made Easy](#), the Australian Government's independent comparator website.