



Australian Government



AUSTRALIAN
ENERGY
REGULATOR

AER Retail Guidelines

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Part 1. Overview

This part explains why and how we have made these guidelines, as well as how to read them.

Introduction

This document contains 4 enforceable guidelines which we make under different provisions of the National Energy Retail Rules and National Energy Retail Law. We are required to make these guidelines and may amend them at any time. When doing so, we must follow the retail consultation procedure.¹

Reading the guidelines

The 4 guidelines and relevant parts of this document are outlined in the table below.

Guideline	Parts	Made under
Retail Pricing Information Guidelines (v.6.0)	1, 2, 3, 5	Retail Law, s. 61
Benefit Change Notice Guidelines (v.2.0)	1, 2, 3, 4, 6	Retail Rules, r. 48B
Billing Guideline (v.3.0)	1, 2, 3, 4, 7	Retail Rules, r 25A
Customer Hardship Policy Guideline (v.2.0)	1, 2, 3, 8	Retail Rules, 75A(1)

Each of these guidelines has its own scope and purpose under these provisions, but they also overlap in many ways.

To make it easier for retailers to understand and carry out their obligations, this document contains definitions, standardised terms and design principles that form a part of each of the individual guideline. They also contain specific requirements, such as comparative information, that only form part of specific guidelines.

These include requirements that retailers must follow in relation to:

- providing, presenting and maintaining plan information
- preparing and issuing benefit change notices
- preparing and issuing customer bills
- developing and maintaining a compliant customer hardship policy.

Compliance and enforcement

A failure to comply with these guidelines may attract a civil penalty under the National Energy Retail Regulations. Find out more about how the AER enforces the Retail Law and Retail Rules at aer.gov.au.

¹ Rule 173, National Energy Retail Rules

Application and interpretation

1. In these guidelines:
 - a) words and phrases used have the meaning given to them in Part 2 or, if not defined in Part 2, the meaning given to them by the Retail Law or Retail Rules;
 - b) a word or phrase defined in Part 2 forms part of an individual guideline in which it is used, or in which another defined word or phrase which relies on that word or phrase is used;
 - c) words in the singular include the plural and words in the plural include the singular.
2. These guidelines apply to authorised retailers operating in the ACT, NSW, Queensland, South Australia and Tasmania.

Commencement

3. These guidelines take effect on 31 December 2026.

Part 2. Definitions and standardised terms

This Part sets out the definitions of terms and phrases used in these guidelines for the purpose of clause 1. It also sets out standard terminology which must be used when required by these guidelines.

Definitions

A

Annual total cost

The minimum possible amount payable by a small customer under an energy plan calculated on the basis of the small customer's *annual usage history* and the tariff, charges and discount rates current at the date a communication will be issued,

- excluding the value of any one-off gift or sign-up credit
- with all discounts applied including any discount the customer receives because the customer buys another good or service, and
- including any amounts deducted, credited, or received by the retailer under a government funded energy charge rebate, concession or relief scheme.

Annual usage history

The consumption or export of electricity or gas by a small customer at the customer's current premises over the 12-month period preceding the communication date. Where the retailer does not have 12 months of metering data for the customer at the customer's current premises, the retailer must estimate the customer's consumption and export (as applicable) of electricity or gas during a 12-month period having regard to any relevant information that is available to the retailer (and must have regard to any metering data obtained during the 12 month period preceding the bill issue date).

B

Benefit

A discount, reward or other advantageous feature provided to a customer under or associated with a market retail contract during the term of that contract.

Benefit change

A change (other than an *excluded change*) to, or the expiry of, a *benefit* (whether or not as a result of the variation to the contract), including but not limited to:

- any financial *benefit*; or
- any non-financial *benefit*.

Benefit change date	Has the meaning given to the term in rule 45A of the Retail Rules, being the date on which the benefit change will take effect.
Better offer message	A <i>better offer message</i> is comparative information which communicates whether a <i>deemed better offer</i> is available.
Bill notification	<p>A communication from the retailer to the customer that is sent within two weeks of a bill issue date to inform the customer that the retailer has issued a bill, including but not limited to:</p> <ul style="list-style-type: none">• a cover email to which the bill is attached• a cover email which links to a website where the bill can be downloaded• an SMS message that informs the customer the bill has been issued• an application notification that informs the customer the bill has been issued.
Business day	<p>Has the meaning given to the term in section 2 of the Retail Law, being a day that is not:</p> <ul style="list-style-type: none">• a Saturday or Sunday; or• observed as a public holiday on the same day in each of the participating jurisdiction (except the Commonwealth).

C

Charging window	The specific, pre-determined time periods when different rates apply to a customer's energy consumption or demand.
Communications	<p>A communication from a retailer to a customer, including but not limited to:</p> <ul style="list-style-type: none">• bills• bill notifications• the provision of comparative information• the provision of plan information• the provision of other information to a customer about their energy plan
Customer	<p>Small customer as defined in section 5 of the Retail Law, being a customer who is:</p> <ul style="list-style-type: none">• a residential customer; or• a business customer who consumes energy at business premises below the upper consumption threshold as determined by jurisdictional regulations.

D

Deemed better offer

A generally available plan offered by the retailer to a customer that:

- is applicable to the customer at the time of calculation;
- will remain applicable to the customer for a reasonable time following the *communication date*;
- has the lowest *annual total cost* compared to the customer's current plan, calculated having regard to the customer's *annual usage history*; and
- is at least \$50 (incl. applicable taxes) lower in *annual total cost* than the customer's current plan, excluding any non-financial benefits and any discounts that apply only because the customer acquires another good or service;
- does not have as a precondition or condition that the customer have or maintain an affiliation or membership with an entity that is unrelated to the retailer.

Design principles

The design principles set out in Part 3.

E

Energy payment

Any payment or credit by a retailer to a small customer for products or services provided by the small customer to the retailer under a market retail contract or a standard retail contract, for example a feed-in arrangement or demand reduction arrangement.

Ergon Energy

Ergon Energy Queensland Pty Ltd ABN 11 121 177 802

Excluded change

A change – whether an increase or decrease – to the underlying tariffs, charges or fees payable by a small customer under a market retail contract:

- that does not alter the type or nature of a *benefit*; and
- that does not alter the financial value of the *benefit*.

F

Flexible plan

A plan with unit rates:

- that vary based on external factors; and,
- are not flat-rate, standard time-of-use or regulated tariffs

G

Generally available plan

Any plan that is available to any customer in the relevant distribution zone unless it is classified as a restricted plan.

H

Hardship program

A program outlined in a customer hardship policy (as referred to in section 44(e) of the National Energy Retail Law).

K

Key information

The information identified in:

- clause 50 of the Benefit Change Notice Guidelines
- clause 59 of the Billing Guideline
- clause 25–28 of the Retail Pricing Information Guidelines.

M

Metering identifier

The customer's National Metering Identifier (NMI), Meter Installation Registration Number (MIRN), delivery point identifier (DPI), and/or settlement points as applicable, presented in accordance with clause 4.

Meter serial number

The serial number of metering equipment devices installed at the customer's metering point.

N

National energy laws

The National Electricity Law, National Gas Law, National Energy Retail Law and the respective Rules and Regulations made under those laws.

Non-financial benefit

A *benefit* which is not a monetary *benefit* under or associated with the relevant electricity supply contract. It could include third party subscriptions or other free or discounted goods or services.

P

Plan information

Information about energy plans as outlined in clauses 25 – 27 presented in accordance with clause 28.

Prescribed information

Information which must be given to customers in accordance with these guidelines.

R

Restricted plan

Plans specifically targeted to an exclusive individual or group and tailored to the specific circumstances of that customer and their need(s). These plans include, but are not limited to, plans which require specific proprietary technology or equipment to be installed to access the plan.

Retailer identifying information

A retailer's trading name, logo, customer service email address and website.

Retailer staff

A person who has the authority or ability to act on behalf of the retailer. This includes the retailer's employees, independent contractors, sub-contractors, and agents representing the retailer in business, including call centre and marketing personnel.

Secondary settlement point	A metering point within the premises of an end user that has been established as a secondary settlement point in accordance with the NER.
Standardised statement – Introduction	The wording referred to in Part 8 of these guidelines under the heading ‘Standardised Statement – Introduction’.
Standardised statements	The wording referred to in Part 8 of these guidelines.

U

Usage	A customer’s consumption and/or exports.
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Standardised terms

4. Where required by these guidelines, a retailer must present the following terms (if applicable) in the prescribed manner below:
 - a) a customer’s national metering identifier, using the exact words: ‘National Metering Identifier (NMI)’, followed by the relevant customer’s national metering identifier number;
 - b) a customer’s meter installation registration number, using the exact words: ‘Meter Installation Registration Number (MIRN)’, followed by the relevant customer’s meter installation registration number;
 - c) a customer’s delivery point identifier, using the exact words: ‘Delivery Point Identifier (DPI)’, followed by the relevant customer’s identifier;
 - d) where a customer has a *secondary settlement point*, a clear and simple descriptor relevant to each settlement point.
5. Standardised terms must be presented in accordance with the *design principles*.

Part 3. Design principles

This Part sets out the obligations relating to the design of *communications*. These obligations form part of each of the guidelines, in accordance with the Retail Law and Retail Rules.²

Design principles objective

6. The objective of the *design principles* is to ensure retailers act fairly and honestly when presenting *prescribed information* in *communications* with customers.
7. Retailers must act in accordance with the objective.

Note: Clauses 6 and 7 are intended to operate so that wherever retailers are required to develop and send communications in line with these design principles, they do so in a way that is honest and fair. These clauses support a shift to principles-based regulation in the context of an evolving energy market, which brings a heightened risk of gaps in protections for customers and a need for more general overarching obligations.

Use simple language

8. *Communications* must use a conversational tone, plain language and basic grammar.
9. *Communications* must avoid jargon, technical terms, uncommon terminology, abbreviations and acronyms. Where this cannot be avoided, a plain language explanation must accompany the terminology.

Make communications easy to understand

10. Information in *communications* must:
 - a) be presented in a way that is easy to understand;
 - b) meet appropriate technical accessibility standards; and
 - c) be appropriately adapted to the needs of culturally and linguistically diverse customers
11. *Communications* must prioritise customer comprehension through the use of:
 - a) appropriate colour, headings, borders and shading;
 - b) accessible font sizes and font styles;
 - c) white space to reduce clutter; and
 - d) information in infographic, graph, table and/or picture forms, where appropriate.

Make key information most prominent

12. *Communications* must give prominence to *key information* in a way that prioritises customer comprehension through appropriate use of:
 - a) placement or positioning;
 - b) bold font or a larger font size (compared to most of the information); and
 - c) colour, headings and shading.

² National Energy Retail Rules rr 24(1), 48B(2) and National Energy Retail Law, ss 61(3)(a), 63(a), 44.

13. *Communications* must be structured in a way that is readily understandable, including by:
- a) presenting *key information* upfront; and,
 - b) logically grouping related information and differentiating other information.

Part 4. Comparative information

This Part contains requirements in relation to comparative information that form part of the Benefit Change Notice Guidelines and the Billing Guideline. This includes obligations for preparing and presenting comparative information. Where a *communication* requires comparative information, like a *better offer message*, the information must be presented in accordance with this part.

Comparative information objective

14. The objective of comparative information is to prompt a customer to consider comparing their current plan with other plans available to them.
15. Wherever comparative information is required, it must be presented:
 - a) In accordance with the requirements set out in Parts 5 or 7 (whichever is applicable); and,
 - b) in accordance with the design principles.

Deemed better offer

16. In assessing whether a *deemed better offer* is available, a retailer must:
 - a) compare the *annual total cost* of the customer's current plan with the *annual total cost* of each generally available plan applicable to the customer, having regard to the customer's *annual usage history*; and
 - b) disregard the value of:
 - i) any non-financial *benefits*; and
 - ii) any discount that applies only because the customer acquires another good or service.

Better offer message

17. A *better offer message* is comparative information.
18. A retailer must provide a *better offer message* on a bill to a small customer:
 - a) at least once every 100 days; or
 - b) where the retailer and customer have agreed to a different billing cycle under rule 24(2) of the Retail Rules and the billing cycle is greater than 100 days, in alignment with that billing cycle.
19. Where a *deemed better offer* is available, the *better offer message* must:
 - a) include a title using the exact words: "**Could you save money on another plan?**"
 - b) include the exact words: "**Based on your past usage, our [name of *deemed better offer*] could save you up to [the projected financial saving expressed in dollar terms] less per year than your current plan.**";
 - c) include the exact words

- d) **“The Australian Energy Regulator requires us to include this information.”**
- e) where the *deemed better offer* is subject to conditions or eligibility criteria, state that conditions apply and set out the nature of those conditions.
- f) where *deemed better offer* has the same plan name as the customer’s current plan, state the *deemed better offer* plan name as follows: **[deemed better offer plan]**: followed by the month and year the *deemed better offer* plan commenced in **(Month-YYYY)** format.
- g) include clear and simple instructions on how the customer can switch to the *deemed better offer*.

20. Where a *deemed better offer* is not available, a *better offer message* must:

- a) include a title using the exact words: **“Could you save money on another plan?”**
- b) include the exact words: **“Based on your past usage, you are on the best plan we can offer you.”**
- c) include the exact words: **“The Australian Energy Regulator requires us to include this information”**; and
- d) include clear and simple instructions on how the customer can compare other plans.

21. A *better offer message* must be located adjacent to and no less prominently than the amount due.

Circumstances where a better offer message is not required

22. A retailer is not required to provide a *better offer message* where:

- a) the customer’s estimated annual usage determined for the purpose of identifying a *deemed better offer* would result in the customer no longer being a small customer;
- b) the customer receives a single bill in respect of the sale and supply of energy at two or more premises;
- c) it is the customer’s final bill;
- d) the customer receives the sale and supply of energy under *Ergon Energy’s* standing offer pursuant to section 22A of the National Energy Retail Law (Queensland).

Part 5. Plan information

This Part (together with Parts 1, 2 and 3) is the 'AER Retail Pricing Information Guidelines' made in accordance with sections 61 of the National Energy Retail Law. The purpose of this Part is to establish requirements for retailers in the presentation of standing offer prices and market offer prices.

Plan information objective

23. The objective of *plan information* is to help customers understand and differentiate between the key features of standing and market offers, to enable them to choose the best plan for them.
24. For the avoidance of doubt, nothing in this Part affects the operation of the Australian Consumer Law.³

Plan information

25. *Plan information* includes, but is not limited to:
- a) plan identity and availability, which must include the plan name and plan ID
 - i) for retailers who re-use plan names, plan names must be followed by the date the plan commenced in the following format: (Month-YYYY)
 - b) pricing structure and variability
 - c) charges, rates, tariffs and *energy payments*
 - d) fees, discounts, incentives and rewards
 - e) contract terms and customer obligations
 - f) a link to plan information documents.
26. For flexible plans, *plan information* must also include information to help a customer understand:
- a) what type of customer the plan is best suited to;
 - b) what the customer needs to do to make the most of the plan,
 - c) how involved the retailer will be in automating the use of the customer's energy resources
 - d) how the retailer will ensure that the customer is protected from paying unreasonably high bills over a defined period;
 - e) where customers can access further information about the plan
27. For flexible plans, a retailer must also give a customer a summary of *plan information*:
- a) when offering a flexible plan to a customer; or
 - b) within 7 *business days* of the customer signing up to a flexible plan.

³ For example, where a plan name includes a term referring to either financial savings, value or some other advantageous feature of the plan, the energy plan must clearly and always offer a financial saving while that term is included in the plan name.

28. Retailers must present *plan information* to customers:

- a) in a way that is likely to achieve the objective in clause 23; and,
- b) in accordance with the *design principles*.

Energy Made Easy

These clauses set out retailer obligations about submitting information to Energy Made Easy. The purpose of Energy Made Easy is to assist small customers to compare the standing offer price available to that customer and market offer prices that are generally available to classes of small customers.⁴ It is intended as a guide only.⁵

A difference between information made available under Energy Made Easy and a retailer's standing offer price, market offer price or any variation to those prices does not affect the operation of that retailer's prices or variations.⁶

29. Retailers must:

- a) submit information and data relating to the presentation of standing offer prices and market offer prices that are generally available to classes of small customers in a jurisdiction (including any variation of the prices) to the AER, via Energy Made Easy in the manner and form required by these guidelines and in accordance with clause 30(b).
- b) provide information and data for all relevant plan fields, as detailed in the 'Energy Plan Data Standard' document provided in the Energy Made Easy retailer secure area.

30. Retailers must:

- a) submit information to Energy Made Easy on each generally available plan within two (2) *business days* of the plan becoming available to customers and ensure the link to the plan documents on retailer websites is live within the same timeframe; and
- b) remove expired or obsolete plans from publication on Energy Made Easy within two (2) *business days* of the plan becoming unavailable to customers and ensure that the link to the plan documents on their respective website/s is removed within the same timeframe.

31. The AER may review retailer compliance with the obligations under clause 30 and may require retailers to provide evidence of compliance with this obligation.

32. Retailers are responsible for ensuring the data and information published on Energy Made Easy and their respective website/s is accurate and up to date.⁷

33. Retailers must be able to identify and refer to the Energy Made Easy generated plan ID in communications with customers. This means if a customer contacts or is contacted by a retailer or its agent about a plan and the customer refers to an Energy Made Easy-generated plan ID, the retailer or agent must be able to cross reference and identify the plan the customer is referring to based only on the plan ID.

⁴ Retail Law, section 62(3).

⁵ Retail Law, section 62(4).

⁶ Retail Law, section 62(9).

⁷ Publication of a plan on Energy Made Easy is not an approval by the AER of the plan's contents.

34. For the avoidance of doubt, when providing *plan information* to Energy Made Easy, retailers must provide valid entries as relevant to the plan in accordance with the *design principles*.

Language requirements

35. Language requirements apply to information provided to Energy Made Easy.
36. Table 1 prescribes required terms for certain components of a plan and prohibits the use of other terms for plan documents and in advertising and/or marketing. Retailers cannot use a synonym to a prohibited term to avoid the prohibition.

Table 1 Prohibited and required terms

Prohibited term/s	Required term/s
Unconditional discount Non-conditional discount Base discount	Guaranteed discount
Termination fee Early termination fee	Exit fee
Consumption	Usage
Standing charge Fixed charge	Supply charge
Fixed Fixed term (except where the price is fixed, in which case 'fixed' may be used in relation to price)	Contract term, Contract length, or [number] month contract If there is no contract term: 'no contract term'
Evergreen	Ongoing contract with benefit period, or Ongoing contract with [number] month(s) benefit period
Fixed benefit period	[number month(s)] benefit period, or Benefit period
Off-peak to refer to controlled load usage	Controlled load

Plan information documents

37. Retailers must have a plan information document for each energy plan submitted to Energy Made Easy, including restricted plans.
38. Energy Made Easy will generate the plan information document referred to in clause 37, for each plan submitted by retailers.

39. Retailers are not permitted to create plan information documents and must use the documents generated by Energy Made Easy.
40. Retailers must, on their websites, link to an HTML version of the plan information documents on Energy Made Easy.
41. If a plan for a particular distribution zone has tariff variations requiring more than one plan information document, the link must be to:
 - a) a list of plan information documents for each variation, or
 - b) further questions to establish the specific variation relevant to the customer (for example, about their metering configuration), before linking to the plan information document for the specific variation.
42. While retailers must provide plan information to Energy Made Easy for restricted plans to generate plan documents, they are not required to publish:
 - a) the plan information documents for restricted plans on Energy Made Easy.
 - b) a link on their website to plan information documents for restricted plans.
43. Retailers must ensure that a link to the plan information documents is provided for any marketing of generally available plans on third party comparison websites or sales websites.

Part 6. Benefit change notices

This Part (together with Parts 1, 2, 3 and 4) is the Benefit Change Notice Guidelines made in accordance with rule 48B of the Retail Rules. It sets out the obligations that retailers must follow in preparing and issuing benefit change notices.

Benefit change notice objective

44. The objective of a benefit change notices is to provide information that enables a customer to easily understand:
- a) the *benefit change* and when that *benefit change* will occur;
 - b) whether they will be worse off after the *benefit change date*; and
 - c) how they can use Energy Made Easy to compare plans that are generally available to small customers in their area.

Circumstances in which a benefit change notice must be given

45. If a market retail contract provides for a *benefit change*, the retailer must notify the customer of the *benefit change*.⁸ A failure to comply may attract a Tier 1 civil penalty.
46. A retailer is not required to send a *benefit change notice* if a change is an *excluded change*. An *excluded change* is a change defined as an *excluded change* in Part 2.

Manner and form of benefit change notices

47. A *benefit change notice* must be:
- a) in writing;⁹ and
 - b) prepared in accordance with the *design principles* in Part 3 of this guideline.¹⁰
48. A *benefit change notice* must be given no earlier than 40 *business days* and no later than 20 *business days* before the *benefit change date*.¹¹
49. Where possible, *benefit change notices* should be provided using a customer's preferred method of communication. Where a customer is affected by family violence, *benefit change notices* must only be provided using the preferred method of communication.

Prescribed information on benefit change notices

50. A *benefit change notice* must include the following information:
- a) the customer's metering identifier,¹² presented in accordance with clauses 4–5;
 - b) *retailer identifying information*;

⁸ Retail Rules, rule 48A(1).

⁹ Retail Rules, rule 48A(2)(a).

¹⁰ Retail Rules, rule 48B(2)(a).

¹¹ Retail Rules, rule 48A(2)(b).

¹² Retail Rules, rule 48A(3)(a).

- c) a clear and explicit headline stating that the *benefit* is being lost;

Note: A benefit is being lost where the customer will pay more or stop receiving an additional entitlement.

- d) that a *benefit change* will occur and the *benefit change date*;
- e) a summary of *plan information* for the energy plan from the *benefit change date*;¹³
- f) a *better offer message*, calculated and presented in accordance with Part 4, except in the circumstances specified in clause 22.
- g) a clear statement that the customer can use the information provided in the notice to compare offers that are generally available to other small customers in their area on Energy Made Easy;¹⁴
- h) simple instructions to enable the customer to access or request their historical billing data and, if they are being sold electricity, their consumption data from their retailer to assist the customer to use Energy Made Easy to compare offers that are generally available to other small customers in their area;
- i) a clear statement that the customer can use the information provided in the notice to compare plans on Energy Made Easy;
- j) a link to the Energy Made Easy website: www.energymadeeasy.gov.au;

Fees

- 51. A retailer must send a benefit change notice to a customer without fee or charge, including without any administrative fees associated with sending the benefit change notice to a customer in a hard copy format.

¹³ From 1 July 2026, this will include a summary of any new tariff or charge payable.

¹⁴ Retail Rules, rule 48B(2)(c)(i).

Part 7. Customer bills

This Part (together with Parts 1, 2, 3 and 4) is the Billing Guideline made in accordance with rule 25A of the Retail Rules. It sets out the obligations that retailers must comply with in preparing and issuing energy bills for small customers. A failure to do so may attract a Tier 3 civil penalty.¹⁵

Bill objective

52. The objective of a bill is to provide billing information that enables customers to easily understand the matters set out in rule 25A(3) of the Retail Rules.

Preparing and issuing bills

53. Bills must be prepared and issued in accordance with the *design principles* set out in Part 3 and contain the information prescribed by this guideline.
54. Retailers must issue a bill to a small customer at least every 100 days, unless a longer billing cycle has been agreed in accordance with rule 24(2) of the Retail Rules.
55. Where possible, bills should be provided using a customer's preferred method of communication. Where a customer is affected by family violence, bills must only be provided using the preferred method of communication.

Prescribed information on bills

56. There are three types of billing information: Tier 1 information, Tier 2 information and additional information.
57. For the purposes of these guidelines, Tier 1 information is *key information*.
Tier 1 information
58. Tier 1 information is information that must be included on the first page of a paginated bill or at the beginning of an unpaginated bill.
59. The following information is Tier 1 information:
- a) customer name and address of the premises to which the energy is being supplied as well as the customer's mailing address, if different;
 - b) amount due and due date;
 - c) bill issue date;
 - d) payment methods;
 - e) the customer's account number;
 - f) the customer's *metering identifier*, presented in accordance with clause 4–5;
 - g) a link to the Energy Made Easy website: www.energymadeeasy.gov.au;
 - h) a *better offer message*, presented in accordance with Part 3, except in the circumstances specified in clause 22;

¹⁵ Retail Rules, rule 25(1).

- i) a short message prompting the customer to check the 'understand your bill' section to see if they have received a rebate or concession;
- j) *retailer identifying information*;
- k) a telephone number for the customer to:
 - i) make account enquiries and complaints;
 - ii) contact the relevant energy ombudsman.
- l) the name and telephone number of the relevant distributor for the customer to make fault inquiries and report emergencies;
- m) invoice number (if applicable), including the words 'tax invoice';
- n) where a final bill is issued,
 - i) a notice that it is the final bill using the exact words 'final bill'; and
 - ii) a notice that concessions do not automatically transfer between retailers.
- o) headings intended to assist a customer's understanding of *key information*.

Tier 2 information

60. Bills must also include 'Tier 2 information'.

61. Tier 2 information must be:

- a) included in a bill, but not on the first page of a paginated bill, or ahead of Tier 1 information on an unpaginated bill;
- b) the next most prominent location after Tier 1 information and have more prominence than additional information.

62. The following is 'Tier 2 information':

- a) a summary of *plan information*, excluding *plan information* required by clause 25(c) (charges, rates, tariffs and *energy payments*) and 25(d) (fees, discounts, incentives and rewards);
- b) an 'understand your bill' section that breaks down how the bill was calculated, including by reference to the following (where applicable):
 - i) the billing period (date to date) and number of days;
 - ii) *meter serial numbers*;
 - iii) previous and current meter readings;
 - iv) usage, and exports (if applicable), in kilowatt-hours (kWh) and/or megajoules (MJ) as applicable;
 - v) charges, rates, tariffs and *energy payments* (in dollar figures) and including the details of *charging windows* if required;
 - vi) credits and discounts;
 - vii) any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme;
 - viii) payment plan payments; and
 - ix) applicable taxes;
- c) average daily usage and exports, in kWh or MJ (daily average);

- d) if a retailer has the customer's usage data for the corresponding billing period in the previous year, a comparison to the customer's usage in that previous billing period;
- e) contact details to enable a small customer to access:
 - i) financial assistance;
 - ii) interpreter services, in community languages; and
 - iii) services for customers with hearing or speech impairments; and
- f) whether the bill amount is based on metering data or an estimation of the customer's consumption of energy.

63. Where a bill is based on an estimation of the customer's usage, the bill must:

- a) specify the proportion of the customer's billing period that is estimated (for example, as a percentage or number of days);
- b) state that the relevant proportion is 'based on an estimation';
- c) not use an abbreviation of this, for example the letter 'E'; and
- d) include a statement on how to access the guidance and requirements for a customer read estimated required under rule 21(3C) of the Retail Rules.

Additional information

64. Bills may contain additional information that will support the bill objective.

65. Retailers can include additional information (information that is not Tier 1 information or Tier 2 information) provided that this information is not:

- a) included on the first page or ahead of Tier 2 information on a paginated bill
- b) ahead of Tier 1 information or Tier 2 information on an unpaginated bill.

Approval processes

66. A retailer may include other information as Tier 1 information (**other Tier 1 information**)

67. Before including other Tier 1 information, a retailer must submit an application in writing to aercompliance@aer.gov.au including the following details:

- a) the exact wording of the other Tier 1 information the retailer proposes to include on the bill;
- b) the proposed location of the other Tier 1 information on the bill;
- c) the start and end date for the which the other Tier 1 information is proposed to be included on the bill;
- d) the customer segment on whose bills it is proposed that the other Tier 1 information will be included;
- e) the reason/s for the retailer proposing to include the other Tier 1 information on the bill; and
- f) how the other Tier 1 information meets the bill objective in rule 25A(3) of the Retail Rules or policy of a participating jurisdiction.

68. The AER must decide to approve or decline to approve the retailer's application to include other *key information*. The AER may impose conditions that the AER considers appropriate on the approval of other *key information*.

69. In making its decision, the AER must have regard to:

- a) the information provided by the retailer in their application;
- b) the bill objective in rule 25A(3) of the Retail Rules; and
- c) any other information the AER considers relevant, which may include a relevant policy of a participating jurisdiction.

Exceptions

70. Notwithstanding anything else in this guideline:

- a) Where a law (other than this guideline) requires certain information to be included in a bill in a specified location, the information must be included in the location specified by the relevant law. However, where no location in the bill is specified, the information must be included as additional information.
- b) To meet a customer's accessibility needs, a retailer may adjust the form of Tier 1 information and Tier 2 information for that customer. However, it must maintain the location of Tier 1 information and Tier 2 in accordance with clauses 58 and 61.
- c) A retailer may include information relating to the occurrence of and available assistance for natural disasters, pandemics and emergencies as 'Tier 1 information'.
- d) A retailer is not required to provide the plan summary under clause 62(a) or the *bill notification* information required under clause 73 where the customer receives a single bill in respect of the sale and supply of energy at two or more premises.

AER decisions

71. The AER may, from time to time, decide to approve, without an application from a retailer, other information for inclusion as *key information* by all retailers or a class of retailers. This approval:

- a) may be for information as prescribed by the AER or a type of information; and
- b) will be made with regard to the bill objective set out in rule 25A(3) of the Retail Rules.

72. Where the AER grants approval under clause 71, the AER will publish an announcement on its website informing retailers of the approval.

Bill notifications

73. In a *bill notification*, a retailer must:

- a) include comparative information;
- b) use best endeavours to:
 - i) include a *better offer message* in the form prescribed in clauses 18 to 20;
 - ii) where it would be unreasonable to include a *better offer message* (as described above) for a specific communication channel, include a variation of a *better offer message* that achieves the objective in clause 14;
 - iii) where it would be unreasonable to include a variation of a *better offer message* (as described above) for a specific communication channel, notify the customer that they can compare plans on Energy Made Easy in a way that achieves the objective in clause 14; and

- iv) accord with the *design principles* set out in Part 3.

Part 8. Customer hardship policies

This Part (together with Parts 1, 2 and 3) is the Customer Hardship Policy Guideline made under rule 75A(1) of the Retail Rules, creates binding, enforceable obligations on retailers to strengthen protections for customers experiencing payment difficulties due to hardship.

Rules 75B(1) and 75B(2) are tier 1 civil penalty provisions. The requirement for a retailer to maintain and implement a customer hardship policy is also subject to civil penalties.

Guideline objective

74. The objective of the customer hardship policy guideline is to ensure that customers experiencing payment difficulty due to hardship can easily understand their rights and access available assistance.

Overview

75. Retailers are required to develop,¹⁶ maintain and implement a customer hardship policy, approved by the AER.¹⁷
76. A customer hardship policy must comply with the requirements of the Retail Law, Retail Rules and this Customer Hardship Policy Guideline.¹⁸ This includes the requirement that a retailer must give effect to the general principle that disconnection of the premises of a hardship customer due to inability to pay energy bills should be a last resort option.¹⁹
77. The purpose of a customer hardship policy is to identify residential customers who are experiencing payment difficulties due to hardship and to assist those customers to better manage their energy bills on an ongoing basis.²⁰
78. This Customer Hardship Policy Guideline specifies:
- a) the processes, timeframes and requirements that retailers must comply with in connection with the approval (or variation) of their customer hardship policies; and
 - b) the standardised statements that retailers must include in their customer hardship policies.
79. Retailers operating multiple brands should ensure the content of their customer hardship policy is consistent across all their brands.
80. In addition to the specific requirements in this Customer Hardship Policy Guideline, the AER expects retailers to consider and adopt better practice to meet customer needs.
81. In addition to the protections for customers experiencing hardship, the Retail Law and Retail Rules also provide protections for customers otherwise experiencing payment difficulties, such as the requirement for retailers to offer payment plans.

¹⁶ In accordance with section 43(2) of the Retail Law, a retailer must, within 3 months of being granted a retailer authorisation, develop a customer hardship policy and submit it to the AER for approval.

¹⁷ Section 43(2) of the Retail Law.

¹⁸ Rule 75B(1) of the Retail Rules provides that a retailer's customer hardship policy (or variation) submitted to the AER must comply with the Customer Hardship Policy Guideline.

¹⁹ Section 47 of the Retail Law.

²⁰ Section 43(1) of the Retail Law.

Retailer hardship policy responsibilities

These clauses set out the content that a retailer must include in a customer hardship policy with regards to:

- identifying customers experiencing payment difficulties due to hardship; and
- assisting those customers to better manage their bills on an ongoing basis.

Overarching responsibilities

82. A customer hardship policy must specify that a retailer will:

- a) in dealing with a customer who is experiencing payment difficulties due to hardship, take into account all of the circumstances of the customer of which they are aware and, having regard to those circumstances, act fairly and reasonably; and
- b) in a timely manner when it is relevant to do so, including on being contacted by a customer, give a customer clear information about the assistance available to the customer under the retailer's customer hardship policy; and
- c) within 10 *business days*, provide a customer who is entitled to receive assistance under the retailer's customer hardship policy with that assistance.

Identifying customers experiencing payment difficulty due to hardship

83. A retailer's customer hardship policy must set out the following:

- a) how the retailer will identify customers experiencing payment difficulties due to hardship;²¹
- b) how the retailer will assess the eligibility of a customer for its *hardship program*
- c) how the retailer will assist a customer for the duration of the time that the customer is a hardship customer;
- d) a statement that the retailer has systems in place to enable it to meet its obligations with respect to customer hardship in:
 - i) the Retail Law;
 - ii) the Retail Rules;
 - iii) this Guideline; and
 - iv) the retailer's customer hardship policy.
- e) a summary of the retailer's internal and external procedures for handling hardship customer complaints and disputes, including informing a hardship customer of their right to contact their relevant energy ombudsman if they are not satisfied with the handling of their complaint by the retailer. Retailers should provide energy ombudsman contact details relevant to the customer's state or territory; and

²¹ Including identification by the retailer and self-identification by a residential customer.

Note: for clarity, this clause does not require a retailer to set out in its customer hardship policy a description of its IT or similar back-of-house systems. It is designed to ensure that a customer has transparency over, and a good understanding of, how the customer interacts with the retailer about hardship issues, and is assured that the retailer has put appropriate measures in place.

- f) how the retailer will meet its privacy obligations in respect of hardship customers.

Information about a retailer's hardship program

- 84. A retailer's hardship policy must state that when a customer is deemed ineligible for its *hardship program*, the retailer will provide the customer with the reason/s as to why.
- 85. A retailer's hardship policy must not include unreasonable conditions that exclude a customer experiencing payment difficulties due to hardship from a retailer's *hardship program*. Specifically, a retailer's hardship policy must not include unreasonable conditions:
 - a) for entry or re-entry to the retailer's *hardship program* that are reliant on a customer meeting an obligation set by the retailer or a third party, in addition to experiencing payment difficulties due to hardship; and
 - b) to remain in the retailer's *hardship program* that are reliant on a customer meeting an obligation set by the retailer or a third party, in addition to experiencing payment difficulties due to hardship.
- 86. For the purposes of clause 85, an unreasonable condition may include, but is not limited to, that the customer must:
 - a) attend financial counselling;
 - b) be represented by a third party such as a financial counsellor;
 - c) submit to an energy audit;
 - d) make a one-off payment or make a certain number of instalments towards their debt;
 - e) accept a payment extension or extensions before being placed on a *hardship program*;
 - f) pay their bills on time; or
 - g) provide proof of family violence.
- 87. A retailer's customer hardship policy must state how the retailer will support customers to successfully complete the retailer's *hardship program*.
- 88. A retailer may offer a range of additional programs, initiatives and services to assist customers while they are participating in a *hardship program*. A retailer may opt to outline these in their hardship policy, however they must be consistent with, and are not a substitute for the retailer meeting its responsibilities under, this Guideline, the Retail Law and Retail Rules.

Accessibility of customer information

- 89. A retailer must include in its customer hardship policy, the telephone number and other contact details to enable a customer to access *retailer staff* specifically trained to handle enquires about the retailer's customer hardship policy and its *hardship program*.
- 90. A retailer must include in its customer hardship policy how it will effectively communicate about its customer hardship policy with customers with diverse communications and other needs, including (but not limited to):

- a) customers with low English literacy, including customers from culturally and linguistically diverse backgrounds
 - b) customers without internet access or limited digital capability
 - c) customers with disability, and
 - d) customers in remote areas.
91. Alongside its customer hardship policy, a retailer may provide a shorter, more accessible document outlining *key information* in its customer hardship policy. This *key information* may include but is not limited to:
- a) the purpose and aim of the customer hardship policy;
 - b) how and where to access the retailer's *hardship program* and the assistance available under that program;
 - c) the retailer's responsibilities to customers experiencing hardship,
 - d) the customer's rights in relation to the *hardship program*;
 - e) relevant contact details; and
 - f) information on how the retailer will meet its privacy obligations in respect of hardship customers.
92. Retailers should include a statement in their hardship policy confirming:
- a) they will provide the hardship customer with a copy of the customer hardship policy on request and at no expense and
 - b) that this will be via the hardship customer's preferred method of communication.
93. A retailer must include in its customer hardship policy that, where a customer has elected a representative to act on their behalf, the retailer will engage with the customer's representative:
- a) as they would the customer; and
 - b) in a manner which is consistent with the customer's consent and instruction to the retailer.
94. A retailer should include in its customer hardship policy information about how a customer can provide consent to, and instructions regarding, using a representative to act on their behalf.²²
95. Any information that a retailer includes in their customer hardship policy must be:
- a) fair, reasonable and transparent; and
 - b) consistent with this Customer Hardship Policy Guideline, the Retail Law and Retail Rules.

Payment plans and options

96. A retailer must include in its customer hardship policy that:
- a) it will establish payment plans with consideration of a customer's capacity to pay,

²² The objective of clause 94 is to ensure that customers who wish to have another person act on their behalf can readily do so. For example, customers may have particular needs in this regard if they are experiencing mental health issues or have an intellectual or other disability.

- b) in offering flexible payment options (including a payment plan and Centrepay) to hardship customers, it will consider whether debt waivers or payment matching are appropriate, and
- c) customers who leave a retailer for any reason, but have debt remaining with that retailer, will be offered a payment plan in relation to that debt in a manner consistent with the retailer's customer hardship policy, namely with consideration of a customer's capacity to pay and protections from debt collection.

Communication of customer rights

These clauses set out the information that must be included in a customer hardship policy with regard to customers having access to a retailer's hardship policy.

Obligation to communicate customer hardship policy

- 97. A retailer must inform a customer of its customer hardship policy where it appears to the retailer that non-payment of an energy bill is due to the customer experiencing payment difficulties due to hardship.²³ This must occur as soon as practicable after the customer is identified as a hardship customer.²⁴
- 98. A retailer must provide the hardship customer with a copy of the customer hardship policy on request and at no expense.²⁵
- 99. A retailer must include an expanded hyperlink to the webpage on its website where its customer hardship policy is available to be viewed online and/or downloaded from, in its customer hardship policy. The webpage should also be easy for customers to navigate to from the retailer's homepage

²³ Retail Law, section 46.

²⁴ Retail Rules, rule 71(1). Rule 71 of the Retail Rules is a tier 1 civil penalty provision.

²⁵ Retail Rules, rule 71(2). Rule 71 of the Retail Rules is a tier 1 civil penalty provision.

Processes and timeframes

These clauses outline:

- the processes and timeframes that a retailer must comply with when applying to the AER for approval of, or a variation to, its customer hardship policy; and
- the general approach the AER will take when considering the approval or variation of a customer hardship policy.

Applying to the AER for approval

100. Within 3 months of being granted a retailer authorisation, a retailer must:
- a) develop a customer hardship policy in respect of residential customers of the retailer; and
 - b) submit it to the AER for approval.²⁶
101. Within 3 months of any amendment to this Customer Hardship Policy Guideline being made by the AER, a retailer must submit a customer hardship policy (or variation) to the AER.²⁷
102. A retailer must also submit a variation to a customer hardship policy for the AER's approval prior to making the variation.²⁸
103. A retailer must submit a customer hardship policy (or variation) to: AERretailcompliance@aer.gov.au with the subject line "[Retailer Name] Customer Hardship Policy Approval".
104. Any queries regarding the approval of a customer hardship policy or the AER's process for approving a customer hardship policy should be directed to AERretailcompliance@aer.gov.au.

Approval of a customer hardship policy (or variation)

105. The AER must approve a customer hardship policy (or variation) submitted to the AER for approval if the AER is satisfied that the policy (or the policy as varied):
- a) contains the minimum requirements for a customer hardship policy set out in section 44 of the Retail Law; and
 - b) will or is likely to contribute to the achievement of the purpose referred to in section 43(1) of the Retail Law.²⁹
106. Where the AER is not satisfied that a retailer's customer hardship policy satisfies the matters in clause 105, the AER may:
- a) indicate to the retailer in what respects it considers the customer hardship policy (or variation), as submitted, to be deficient and request the retailer to submit another customer hardship policy (or variation); or

²⁶ Retail Law, section 43(2)(a); Retail Rules, rule 75B(2)(a)(i).

²⁷ Retail Rules, rule 75B(2)(a)(ii).

²⁸ In accordance with section 43(5) of the Retail Law, a reference to varying a customer hardship policy extends to replacing a policy with another customer hardship policy.

²⁹ Retail Law, section 45(1).

- b) approve the customer hardship policy (or variation) with alterations agreed to by the retailer so that the AER is satisfied as to the matters in clause 105.
107. In considering whether to approve a customer hardship policy, the AER must have regard to the following principles:³⁰
- a) that the supply of energy is an essential service for residential customers;
 - b) that retailers should assist hardship customers by means of programs and strategies to avoid de-energisation (or disconnection) solely due to an inability to pay energy bills;
 - c) that de-energisation (or disconnection) of premises of a hardship customer due to inability to pay energy bills should be a last resort option;
 - d) that residential customers should have equitable access to hardship policies and those policies should be transparent and applied consistently.
108. The AER will approve a customer hardship policy (or variation) within 3 months of submission to the AER where the customer hardship policy complies with the requirements with Rule 75B(1) of the Retail Rules.³¹
109. The AER will notify a retailer in writing when its customer hardship policy has been approved.³²

Jurisdictions

110. If a retailer is operating in more than one jurisdiction where the Retail Law is in effect, the AER's approval of its customer hardship policy will apply in each relevant jurisdiction.
111. However, the AER may decide to approve a customer hardship policy for each relevant jurisdiction in which the retailer is operating if:
- a) obligations imposed under the Retail Law vary for each relevant jurisdiction in which the retailer is operating;³³ or
 - b) a retailer advises the AER that certain elements of its customer hardship policy differ across jurisdictions.
112. In the cases referred to in clause 110, a retailer should provide the AER with details of any jurisdictional variations when submitting its customer hardship policy to the AER for approval.

Variation of customer hardship policy

113. In accordance with the process outlined in clauses 105 to 109 above, the AER can approve a variation to a retailer's customer hardship policy. A variation to a retailer's customer hardship policy can be initiated:
- a) by the AER;
 - b) by the retailer.

AER initiated variation

³⁰ Retail Law, section 45(3).

³¹ Retail Rules, rule 75B(3).

³² Retail Law, section 43(4).

³³ For example, where a local legislative instrument requires a customer hardship policy to include programs or processes to assist customers with strategies to improve their energy efficiency.

114. If, as a result of the exercise of the AER's functions and powers under section 204 of the Retail Law, the AER forms the view that a retailer's customer hardship policy requires review:
- a) the AER may direct the retailer to review the policy and make variations in accordance with any requirements set out by the AER; and
 - b) the retailer must then vary the policy in accordance with the AER's requirements and submit it to the AER for approval.³⁴
115. In the instances referred to in clauses 106 and 114, the AER will contact the retailer to:
- a) advise that a review or amendment of its customer hardship policy is required;
 - b) explain the reasons for the review and detail the amendments to be made; and
 - c) advise of the timeframes within which the retailer must vary the customer hardship policy and submit it to the AER for approval.
116. Furthermore, as noted in clause 100 above, a retailer must submit a variation to a customer hardship policy to the AER within 3 months of any amendment to this Customer Hardship Policy Guideline being made by the AER.³⁵
117. In approving a variation, the AER will follow the process set out in clauses 104 to 108.

Retailer initiated variation

118. A retailer may vary its customer hardship policy independently of a direction referred to in clauses 105 and 113,³⁶ for example to respond to evolving better practice.
119. The variation must be approved by the AER in accordance with the process set out in clauses 104 to 108.
120. However, the AER's approval of a retailer-initiated variation may not be required where a proposed variation does not affect the treatment of customers. Examples of changes that will not require AER approval include:
- a) changes to a retailer's contact details,
 - b) changes to a retailer's branding, or
 - c) updates to information contained in the customer hardship policy to reflect changes to jurisdictional energy concessions and/or energy efficiency schemes.
121. Retailers must check with the AER whether a proposed variation to their customer hardship policy requires AER approval. Queries should be directed to the contact details provided at clause 102.

Publication of approved customer hardship policy (or variation)

122. Once a customer hardship policy (or variation) has been approved by the AER, the retailer must publish the customer hardship policy, as approved by the AER, on its website as soon as practicable.³⁷ The AER expects that this should occur within 5 *business days*.

³⁴ Retail Law, section 43(3).

³⁵ Retail Rules, rule 75B(2)(a)(ii).

³⁶ Retail Law, section 43(4).

³⁷ Retail Law, section 43(2)(b) and (4).

Standardised statements

This Part of the Guideline sets out the standardised statements that a retailer must include in its customer hardship policy.³⁸ A failure to include the standardised statements may attract a tier 1 civil penalty.

123. Standardised statements are intended to inform customers of how the retailer must comply with the minimum requirements as set out in section 44 of the Retail Law, and provide guidance to customers on their rights, and retailer obligations, under the Retail Law.³⁹
124. In a customer hardship policy, a retailer must:
- a) include the exact wording of the standardised statements set out in this Part; and
 - b) populate the square brackets within the standardised statements with the retailer-specific information stated in italics within the brackets.
125. The standardised statements must be included in the retailer's customer hardship policy in the following order:
- a) the 'Standardised Statement – Introduction' must precede the standardised statements 1-10;
 - b) standardised statements 1-10 may be included in an order determined by the retailer.
126. A retailer may include additional information before or after any of the standardised statements to:
- a) meet the purpose of a customer hardship policy as set out in section 43(1) of the Retail Law;
 - b) meet the minimum requirements set out in section 44 of the Retail Law; and
 - c) comply with rule 75B(1)(a)-(c) of the Retail Rules.
127. If a retailer includes the additional information referred to in clause 125 in its customer hardship policy, this additional information must not change the substantive effect of the standardised statements.

³⁸ Rule 75B(1)(b) of the Retail Rules.

³⁹ Rule 75A(2)(b) of the Retail Rules.

Standardised statements for inclusion in a retailer's customer hardship policy

Standardised statement – Introduction

Introduction

If you are having trouble paying your energy bill, we're here to help.

This policy applies to all residential customers living in [*retailer to add states/territories*] who are experiencing payment difficulties due to hardship. This may be for many different reasons, including:

- a death in the family
- illness or injury in the household
- family violence
- job loss or reduced income.

This policy explains:

- how we can help you to manage your energy bills
- how we consider your circumstances and needs
- your rights as a customer in our hardship program.

You can ask a support person to contact us on your behalf. A support person may include:

- a financial counsellor, community or social worker
- someone who helps you manage your energy bills, such as a trusted family member or friend.

We will need your permission (which you can give us verbally or in writing) to talk to your support person on your behalf. If you would like us to engage with your support person on an ongoing basis, please let us know and we will record this on your account.

If you need help understanding this information, including any help with language or digital accessibility, please let us know. We are here to help you understand the support available to you.⁴⁰

Standardised statements 1 & 2

128. A customer hardship policy of a retailer must contain:

- a) the processes to identify residential customers experiencing payment difficulties due to hardship, including identification by the retailer and self-identification by a residential customer;⁴¹ and

⁴⁰ The 'Standardised statement – Introduction' should be read in conjunction with clause 123.

⁴¹ Retail Law, section 44(a).

- b) processes for the early response by the retailer in the case of residential customers identified as experiencing payment difficulties due to hardship.⁴²

129. Standardised statements 1 and 2 are intended to help customers understand how their retailer identifies and supports customers who are experiencing payment difficulty due to hardship.

What we will do to help you

We will tell you about assistance available through our hardship program if:

- you tell us you are having trouble paying your bill
- you are referred to our program by a financial counsellor or other community worker
- we are concerned that you may be experiencing payment difficulties due to hardship.

We may recommend that you speak to one of our staff members who can help you join our program if you have:

- a history of late payments
- broken payment plans
- asked for a payment extension
- received a disconnection warning notice
- been disconnected for non-payment.

We can also support you to join our hardship program if you tell us if:

- eligible for a relief grant or other emergency assistance
- you are experiencing personal circumstances that make it difficult to pay your bills (for example, illness, job loss or a death in the family).

You may be having difficulty paying your bills for many different reasons. Please contact us so we can discuss your situation.

Our staff are trained to identify and support customers who are experiencing payment difficulties due to hardship, including by answering queries about this policy and our hardship program. This training is regularly reviewed and updated.

Our staff will help you join our program.

We will let you know if you are accepted into our program within [retailer to insert x business days].

If you are accepted into our hardship program, we will:

- tell you if there is a cheaper plan available for you, and offer to switch you to that plan. If you are not on the cheapest available plan, we will provide you with a financial benefit equal to what you would have saved on that cheaper plan. We will continue to do this for the duration of your time in our program.
- tell you about government concessions, relief schemes or energy rebates you may be able to receive

⁴² Retail Law, section 44(b).

- give you ideas about how to reduce your energy costs
- talk to you about a payment amount that suits your circumstances.

We can send you a free copy of our hardship policy.

If you are not eligible for our hardship program, we will tell you why.

Standardised statement 3

130. Standardised statement 3 is intended to help customers understand what payment options are available and that payment plans are set up according to their capacity to pay.
131. This statement also clarifies that when a customer who has a debt leaves a retailer for any reason, they will still be offered a payment plan for that debt, with all relevant payment arrangement protections remaining in force.
132. The Retail Law requires retailers to have processes in place for flexible payment options (including a payment plan and Centrepay) for the payment of energy bills by hardship customers.⁴³

Payment options

When you are in our hardship program, there are different payment options available to you, including:

- payment plans and Centrepay.

[Retailer to add all additional payment options available to hardship customers including direct debit, bill smoothing].

We will also offer you flexible payment options, taking into account your circumstances and how much you can afford to pay

To make your payment plan, we will consider:

- how much you can pay
- how much you owe
- how much energy we expect you will use in the next 12 months.

This will help us figure out a payment plan that is right for you.

We will offer a payment plan to suit your situation. This will include payments to cover:

- what you owe
- an amount to cover your energy use.

We will send you information about:

- who you can contact for more help
- how long the payment plan will go for
- the amount you will pay each time
- how many payments you need to make

⁴³ Retail Law, section 44(c).

- when you need to make your payments (this is also called the frequency of the payments).

You can choose to use Centrepay, if you are eligible.

Centrepay is a free service you can use to help pay your bills. Centrepay can automatically take an amount of money from your Centrelink payments to go toward energy bills and expenses.

We may be able to remove some debt from the amount you owe on your bill.

If you are in our program, we will not charge you any fees or charges (except network charges).

If you miss a payment, we will contact you by your preferred method of communication to see if you need help. If we can't reach you through this method, we will try at least twice more through other methods such as SMS, email, post, phone call, over a period not less than 10 business days. *[retailer must add any further contact process information when a hardship customer misses a payment plan instalment.]*

Note: If you are a customer who is affected by family violence, additional protections are available for you. Where you have identified to us a preferred method of communication, we will only use this method of communication to contact you.

If you can no longer make the payments in your plan, let us know so that we can review your payment arrangements.

It is also important to tell us if your contact details change.

We may stop helping you if you:

- stop making payments under your plan
- do not tell us when your contact details change.

If you have had two payment plans cancelled in the last 12 months because you did not follow your plan:

- we may not offer you another plan
- we may disconnect your energy, if your debt is over \$500.

If you choose to leave for any reason and have a debt with us, we will offer you a payment plan to help manage the debt.

Standardised statement 4

133. The Retail Law requires retailers to have processes in place to identify appropriate government concession programs and appropriate financial counselling services, and to notify hardship customers of those programs and services.⁴⁴

134. Standardised statement 4 is intended to help customers understand what other support might be available to help them pay their energy bills.

Other supports to help you pay your energy bill

⁴⁴ Retail Law, section 44(d).

Depending on where you live, there may be other supports to help you pay your energy bills.

What we will do

We will tell you about other ways you can get help to pay your energy bill, such as:

government relief schemes

energy rebates

concession programs

financial counselling services.

What we need you to do

If you find out you are eligible for any of these programs or would like more information to see if you could be eligible, let us know as soon as possible so we can help you.

Standardised statement 5

135. Retailers are required to outline the programs or services that hardship customers can access for support, in their customer hardship policy.⁴⁵

136. Standardised statement 5 is intended to help customers understand what programs or services may be available to help support them.

Our programs and services

When you are in our hardship program, you can access a range of programs and services to help you: *[retailer to insert services/products available to hardship customers]*.

What we will do:

We will consider your individual situation to find the right programs (e.g. concession programs) or services that meet your needs.

Standardised statement 6

137. Retailers are required to include processes to review the appropriateness of a hardship customer's market retail contract in accordance with the purpose of the customer hardship policy.⁴⁶

138. Standardised statement 6 is intended to help customers understand that a retailer can help check whether a customer is on the right plan.

We want to check you have the right energy plan

What we will do

When you join our hardship program, we will talk to you about your energy use and whether you are on the right plan.

If there is a cheaper energy plan for you, we will:

- explain why the plan is better for you; and

⁴⁵ Retail Law, section 44(e).

⁴⁶ Retail Law, section 44(f).

- ask if you'd like to transfer to the new plan for free.

If you don't decide to transfer, we will provide you with a financial credit to the same value you would save if you did transfer for the duration of your time in our program.

We will only talk to you about energy plans we can offer.

Standardised statement 7

139. Retailers are required to include processes or programs to assist customers with strategies to improve their energy efficiency, where such processes or programs are required by a local instrument.⁴⁷

140. Standardised statement 7 helps customers understand how they might be able to reduce energy costs.

We can help you save energy

There are ways to reduce the amount of energy you use, which can help save you money.

What we will do

When you are in our hardship program, we can discuss with you ways to use less energy. Depending on where you live, you may be eligible for energy efficiency upgrades.

Contact us to find out how we can help you.

Standardised statement 8

141. Retailers are required to address any variations specified or of a kind specified by the AER.⁴⁸

Standardised statement 9

142. Retailers are required to address any other matters required by the Rules in their hardship policy.⁴⁹

143. Standardised statement 9 is intended to help customers understand that retailers cannot charge fees (except for network fees) if they are experiencing payment difficulty due to hardship.

We will work with you

If you join our hardship program, we will not:

- require a security deposit
- make changes to your plan without your agreement. For example, we will not put you on a shortened collection cycle unless you agree first.

If you join our program, we will not charge you any fees (other than network charges).

You can contact your local ombudsman, if you are:

⁴⁷ Retail Law, section 44(g).

⁴⁸ Retail Law, section 44(h).

⁴⁹ Retail Law, section 44(i).

- refused a payment plan or are only offered a payment plan that is unaffordable
- deemed ineligible for our hardship program
- denied any other assistance referred to in this policy.
- *[retailer to add relevant states/territories Ombudsman details, including contact number]*

Standardised statement 10

144. Retailers must give effect to the general principle that de-energisation (or disconnection) of premises of a hardship customer due to inability to pay energy bills should be a last resort option.⁵⁰

145. Standardised statement 10 is intended to help customers understand that retailers cannot disconnect their premises due to the inability to pay energy bills, unless it is a last resort option.

Disconnection as a last resort option

We will only disconnect your premises due to an inability to pay energy bills as a last resort option.

⁵⁰ Retail Law, section 47.