



Australian Government



AER Retail Guidelines

Notice of draft instruments

Benefit Change Notice Guidelines v. 2.0

Billing Guideline v. 3.0

Customer Hardship Policy Guideline v. 2.0

Retail Pricing Information Guidelines v. 6.0

June 2026

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Request for submissions

Interested parties are invited to make written submissions on the draft guidelines by close of business on Friday, 17 July 2026.

Submissions should be emailed to: consumers@aer.gov.au

Alternatively, you may mail submissions to:

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Executive Director, DMO and Consumers
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We prefer that all submissions be publicly available to facilitate an informed and transparent consultative process. Submissions will be treated as public documents unless otherwise requested. All non-confidential submissions will be placed on the AER's website. For further information regarding the AER's use and disclosure of information provided to it, see the [ACCC/AER Information Policy](#) available on the AER's website.

Parties wishing to submit confidential information are requested to:

- clearly identify the information that is the subject of the confidentiality claim
- provide a non-confidential version of the submission in a form suitable for publication.

If you have enquiries about the draft guidelines or lodging a submission, or would like to meet with us, please contact the AER Consumers team on consumers@aer.gov.au.

Overview

Consumers are at the heart of the AER's work, and we focus on ensuring a secure, reliable, and affordable energy future for Australia. Energy is an essential service for Australian households and businesses, and a critical contributor to the long-term success of the Australian economy.

In 2022, we launched [Towards energy equity - a strategy for an inclusive energy market](#). Since then, we have identified and advocated for reforms that would address gaps in consumer protections and improve outcomes for energy customers. Our [Retail guidelines review](#) is a further progression of that work. It has been initiated in response to recent rule changes and with a view to ensuring that the guidelines remain effective in an evolving energy market. It also presents an opportunity to simplify the retail regulatory framework by reducing duplication, improving alignment across the guidelines and removing obligations that are no longer relevant.

We are looking at four guidelines in our review: the Retail Pricing Information Guidelines, the Benefit Change Notice Guidelines, the Better Bills Guideline (referred to as the 'Billing Guideline' in this notice and the draft guidelines), and the Customer Hardship Policy Guideline. We have focused on these guidelines as they shape key stages of the customer journey and support a regulatory regime that works together to ensure energy consumers are better off, now and in the future.

Each guideline has a specific role in achieving these outcomes:



Retail Pricing Information Guidelines

Consistent requirements for presenting and marketing energy plans and prices help customers consider and compare their features. These guidelines set out how pricing information must be presented to customers, including on our price comparison website Energy Made Easy.



Benefit Change Notice Guidelines

Retailers must send customers a benefit change notice when a benefit on their energy plan is changing. These guidelines help retailers meet this obligation by specifying the manner and form of benefit change notices.



The Billing Guideline

Energy bills must contain important information and should be presented in a way that is easy for customers to understand. This guideline contains requirements for preparing and issuing energy bills.



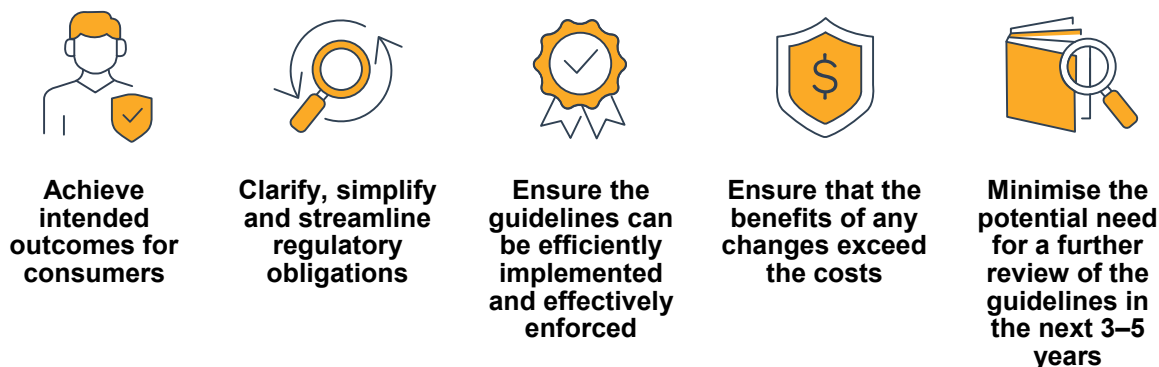
Customer Hardship Policy Guideline

A retailer's customer hardship policy explains what the retailer will do to meet its obligations to help customers experiencing payment difficulty due to hardship. All retailer hardship policies are approved by the AER. This guideline includes requirements for the approval process and sets out what hardship policies must include, including standardised statements that must be included in every policy.

We have adopted a whole-of-framework approach, reviewing the guidelines together, as we think this will help us to better understand how requirements operate across different

customer interactions. It also allows for a more efficient, timely process with stakeholders able to provide feedback on multiple guidelines in a single review, rather than having to do this through four separate reviews. Our review has been guided by five objectives:

Figure 1: Objectives



In reviewing the guidelines, we have identified opportunities to make it easier for retailers to comply with them while improving information they provide customers and retaining or improving important consumer protections. These include:

- giving effect to recent rule changes which improve customer protections
- clarifying key definitions and requirements
- incorporating key learnings from our compliance and enforcement activities
- streamlining requirements for retailers, as well as providing more flexibility with a move towards a principles-based approach to regulation, where appropriate.

We have also combined the four guidelines into a single, easy-to-use document with far fewer provisions than in the existing, standalone guidelines. This approach will make it easier for retailers to understand their obligations, which will result in better experiences for energy customers.

While stakeholders were generally supportive of our approach to the review, including the objectives and the move towards a more principles-based framework, we note some stakeholders raised concerns about combining the guidelines into a single document. For example, the Energy and Water Ombudsman joint submission opposed the inclusion of the Customer Hardship Policy Guideline on the basis it may reduce customer protections.

We acknowledge these concerns and we have sought to address them in the draft guidelines, with the overarching principles applying even where there are not more prescriptive or specific requirements. We consider this hybrid approach strikes an appropriate balance between principles-based and prescriptive regulatory approaches and will ensure customer protections remain in place, while streamlining regulatory obligations. We have also retained the customer protections in the Customer Hardship Policy Guideline in the draft guidelines.

We also acknowledge concerns about the use of language which may be considered stigmatising and counterproductive to the identification of customers needing assistance (e.g., ‘hardship’) in the Customer Hardship Policy Guideline. Through our review and

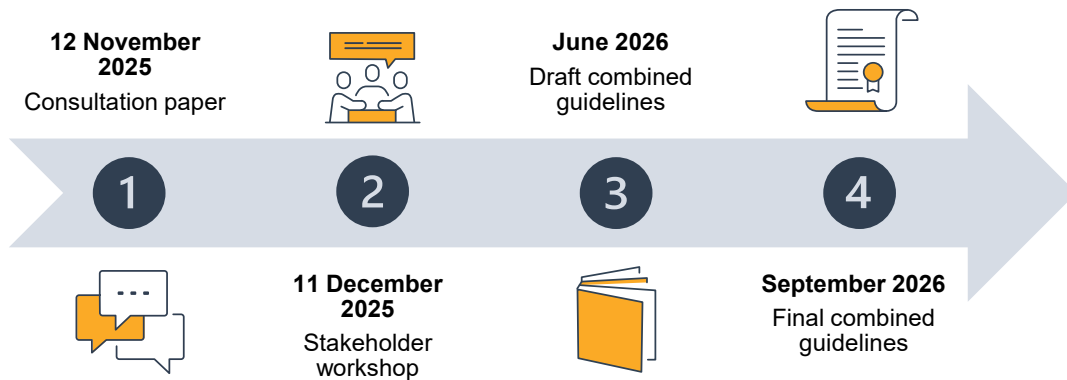
consultation, we explored opportunities to use alternative language in this guideline. The drafting of the National Energy Retail Law (NERL) and National Energy Retail Rules (NERR) is at times quite prescriptive which meant alternatives are not always possible. However, we have sought to minimise the use of 'hardship' in the standardised statements where we can. Where we have retained use of the term hardship in customer-facing standardised statements, it is used to describe the program, not customers. We will seek opportunities to continuously improve our language to avoid such labelling and are interested in stakeholders' views on where this could be achieved further in our guidelines and explanatory materials. More broadly, we intend to advocate for changes to the terminology through other reform process such as the Better Energy Customer Experiences process.

In developing our draft guidelines, we have been informed by the insights and feedback obtained through our engagement and formal consultation with stakeholders. This includes the submissions and verbal feedback on our consultation paper (released in November 2025), our stakeholder forum (held on 11 December 2025) and our extensive program of targeted engagement including workshops and individual one-on-one meetings. We have also had regard to:

- New developments in the retail energy market, including rule changes, determinations and recommendations made by the Australian Energy Market Commission (AEMC)
- Opportunities identified through the AER's Review of payment difficulty protections in the National Energy Customer Framework (NECF) and Review of consumer protections for new energy services in the NECF
- Findings from the Better Bills Guideline implementation review and further research conducted by the Behavioural Economics Team of the Australian Government
- Information voluntarily provided by retailers about the costs associated with implementing the existing Billing Guideline
- Learnings from compliance and enforcement activity across all four guidelines
- Ongoing reform processes being undertaken by other government stakeholders, including DCCEE's Better Energy Customer Experiences process, the Essential Services Commission of Victoria's Review of the Victorian Energy Retail Code of Practice, and the AEMC's Pricing review.

The AER appreciates the ongoing constructive and collaborative approach stakeholders have taken to participating in this review, and we thank them for this engagement. Our draft decision is the third step in our formal consultation process, and we encourage stakeholders to continue to participate.

Figure 2. Consultation process for the retail guidelines review



We expect to publish the final guidelines in late September 2026. we expect retailers to comply with the current versions of the relevant guidelines until this review is completed.

Approach to consultation

Consultation is key part of our review, helping shape and inform our work. Our approach to consultation is consistent with the NERR retail consultation procedure, which applies to all four guidelines we are reviewing.¹ We have undertaken an extensive program of consultation so far in our review. We provide an overview of that consultation below.

Initial consultation

On 12 November 2025, we released a consultation paper seeking stakeholder views on opportunities to simplify and improve the guidelines. We invited feedback on five overarching issues that can be addressed through our guidelines:

- **Improving retailer communications** by using design principles, making communications more accessible and improving benefit change notices
- **Managing increasing complexity** by communicating secondary settlement points, differentiating certain types of offers and making plan names easier to understand
- **Making it easier to access a better offer** by clarifying better offer messages, providing them in more places and defining the deemed better offer
- **Improving price transparency** by making fees and charges easier to understand and improving transparency for embedded network customers of authorised retailers
- **Improving payment assistance** information by making hardship policies more consumer friendly and helping customers access concessions and rebates.

We closed consultation on our paper on 23 December 2025 and we received 22 written submissions and 6 verbal submissions.²

Stakeholder workshop

On 11 December 2025, we held an online workshop with 26 invited stakeholders, including individual representatives from retailers and consumer groups. The workshop focused on opportunities to make energy plan information more effective in different contexts, including:

- **comparison information** to prompt customers to consider comparing their plan
- **plan summaries** to help customers understand and compare key plan features
- **plan information documents** to help customers understand important details to choose the best plan for them.

Targeted consultation

We have undertaken a range of targeted consultation with a variety of stakeholders, including, four workshops with the AER's [Customer Consultative Group](#), three workshops with the Australian Energy Council's Retailer Working Group, one workshop with Voices for Power and multiple one-on-one meetings with individual stakeholders.

¹ National Energy Retail Rules, rule 173.

² Submissions and other materials are available on the [AER retail guidelines review website](#).

Consultation on draft guidelines

Consultation on the draft guidelines will inform our work as we progress the guidelines from draft to final. Our consultation program for the draft guidelines includes a six-week period of formal submissions, a public forum and additional targeted engagement with stakeholders.

Some specific issues on which we are seeking feedback include:

- transitional arrangements for the commencement of the guidelines (see the section of this notice which discusses Parts 1 and 2 of the draft guidelines)
- when comparative information should not be required (see the section of this notice which discusses Part 4 of the draft guidelines)
- the costs and benefits associated with our proposed approach to the same name, same plan issue (see the section of this notice which discusses Part 4 of the draft guidelines).

We are also seeking feedback on the combined guidelines as a whole.

Draft Guidelines Parts 1 and 2: Overview and key definitions

Purpose

Parts 1 and 2 of the draft AER Retail Guidelines explain why we have made them and include guidance on the application and interpretation of the guidelines. They also include definitions.

Changes from existing guidelines

Stakeholders supported improving clarity, using consistent terminology where possible and increasing the dollar value threshold specified for a deemed better offer.

Consistent with that feedback, we have combined and streamlined the overview sections of each existing guideline, deleting unnecessary, out-of-date and duplicative provisions. We have also clarified and simplified some definitions, and added some new definitions (e.g., flexible plan) to address gaps in the existing regulatory framework which have emerged because the retail energy market has evolved. We note many definitions in the existing guidelines have been included in the draft guidelines without change.

The key changes in Parts 1 and 2 relate to changes to existing definitions and the addition of new definitions in Part 2. These changes and the rationale for those changes are set out below. Appendix B includes a comprehensive overview of the more minor changes to definitions and overview sections in the guidelines.

- *Deemed better offer*: This term has been defined in accordance changes to the retail rules.³ The key change being an increase in the dollar value specified in the definition from \$25AUD (inc. GST) to \$50AUD (inc. GST). This change aligns with behavioural evidence suggesting this is the value most customers would need to save to consider switching. It is also consistent with stakeholder feedback and reduces the regulatory burden on retailers as the dollar threshold will be consistent with the equivalent dollar threshold in the Victorian best offer framework. The definition also aligns with changes to the NERR which will come into effect on 30 December 2026. These changes require us to include a definition of deemed better offer in the guidelines which takes account of the lowest cost energy offer available to a small customer, a small customer's usage history and any non-financial benefits of energy offers available to small customers. This is because under the new rules, the deemed better offer will have two important functions: the first is helping customers compare and switch to a cheaper plan, while the second is providing a financial protection for customers affected by payment difficulty due to hardship. Whenever a small customer affected by payment difficulty due to hardship is not on a better offer, they must receive a financial benefit equivalent to the amount they would have saved if they were on the deemed better offer (see part 4 for more detail).

³ AEMC, [Assisting hardship customers rule change](#) (19 June 2025).

- *Excluded change*: The definition has been revised to clarify that a price change is only excluded where it does not change the financial value of a benefit.⁴ This definition sets out the circumstances in which a change to a customer’s plan or benefits do not require a retailer to issue a benefit change notice. Benefit change notices contain important and detailed information about how the change will affect what a customer pays for energy and how to compare plans (see Part 6 for more detail on these notices). Under the current definition, there is scope for a retailer to send a price change notice to a customer in some situations instead of a benefit change notice. For example, if a customer’s plan includes a percentage discount off the underlying price of energy, a change to the underlying price would also change the financial value of the benefit they get from the percentage discount. We consider this is not a good outcome for customers as price change notices include less information overall and no information on how the customer’s benefit has changed as a result of the price change.⁵ The revised definition will ensure that where a change involves both a benefit and a price change (e.g. underlying rate changes may alter a benefit value), retailers issue a benefit change notice. While this change may result in more benefit change notices being given to customers, this is balanced by a streamlining of these notices which makes them easier to develop overall.
- *Flexible plans*: This is a new definition referring to energy plans with unit rates which vary based on external factors and that are not flat-rate, standard time-of-use or regulated tariffs. This term is intended to apply to new types of energy plans, like Virtual Power Plants (VPPs), wholesale cost-passthrough or other, more tailored time-of-use plans like those designed around electric vehicles. We have chosen the term ‘flexible’ because it is a term used elsewhere in the retail energy system to similar effect:
 - ‘Flexible tariff’ is defined in the Competition and Consumer (Industry Code – Electricity Retail) Regulations 2019 to mean “*a tariff for supplying electricity that varies (wholly or partly) according to the time of day when the electricity is supplied*”. This would include, for example, tariffs linked to the time-varying wholesale market and or when batteries are discharged for VPPs.
 - The term ‘flexible’ is an existing option for ‘pricing model’ in the Consumer Data Right data standard for energy, there defined as “*unit rates which vary based on external factors*”.
- *Restricted plan*: The definition has been revised to clarify that plans which require a customer to have specific proprietary technology and/or equipment are to be considered restricted plans. Restricted plans are not shown to customers on Energy Made Easy because they are specifically targeted to an exclusive individual, group or are restricted from most customers in some other way. However, retailers must still provide us with the details of restricted plans via Energy Made Easy so that we can monitor their compliance with the NERL, NERR, and our guidelines. The revised definition of ‘restricted plan’ maintains most of the previous circumstances in which a plan is a restricted plan. It also adds a circumstance which recognises that, increasingly, a customer’s consumer energy

⁴ While ‘excluded change’ is defined in NERR, rule 45A, we can specify what constitutes an excluded change under NERR, rule 48B(3)(b).

⁵ Price change notices requirements are set out NERR, [r. 46](#). The requirements are shorter and less prescriptive than those for benefit change notices and do not include any information on the benefit change.

resources assets (e.g., batteries and/or energy management system) may impact on the energy plans that a customer may be eligible to access. For example, a retailer may develop a plan which is only compatible with a single brand or model of battery. As this requirement means many customers will likely be unable to access this plan, it will likely be confusing and unhelpful if customers who do not have the requisite technology or equipment are shown this plan when using Energy Made Easy. The revised definition means these plans will not appear in the comparison results shown to customers on Energy Made Easy. However, these plans will still be able to be actively marketed by retailers. This issue is discussed further in Part 5.

- *Retailer identifying information:* This definition has been revised to include a retailer's email so it can be included on the first page of bills. Although stakeholder feedback was silent on this issue, we note that retailers have consistently requested it and we have included it as we consider that this information could benefit customers.

Standardised terms

We have extended the standardised terms to apply consistently across communications. The draft guidelines require customer identifiers such as National Metering Identifier (NMI), Meter Installation Registration Number (MIRN) and Delivery Point Identifier (DPI) to be presented using prescribed terms wherever they are provided. This change has been made to ensure that these terms are used consistently across communications covered by the guidelines, thereby reducing the potential for customer confusion.

We have also included new requirements for secondary settlement points, which require clear, customer-relevant descriptions of devices or usage types. Secondary settlement points are voluntary additional metering points in a customer's home. They allow 'flexible' consumer energy resource loads to be metered and charged separately (e.g., electric vehicle chargers and batteries). Secondary settlement points for small customers have been introduced as a result of an [AEMC rule change](#), which will come into effect on 1 November 2026. Our new requirements will help to ensure that customer can easily identify individual secondary metering points and understand which load is being metered by that metering point (e.g., their electric vehicle charger or virtual power plant etc.), thereby reducing customer confusion.

These changes align with stakeholder feedback on this issue.

Transitional arrangements and commencement date

The final guidelines will take effect on the date provided for commencement in the guidelines or, if no date is provided, 10 business days after the final guidelines are published.⁶

Our initial view is it may be appropriate to delay commencement of the guidelines until 31 December 2026, which aligns with the date the National Energy Retail Amendment (Assisting hardship customers) Rule 2025 comes into effect. We would welcome stakeholder views on this approach.

Authorising provisions

⁶ NERR, rule 173(5).

- NERR r 25A(1) – form and manner of bills
- NERR r 48B(2)(a)–(b) – required form and manner of benefit change notices
- NERR r 48B(3)(c) – optional content and presentation for benefit change notices
- NERR r 173 – retail consultation procedure
- NERL s 61(3)(a) – manner and form of presenting standing and market offer prices
- NERL s 63(a) – submission and presentation of price information

Draft Guidelines Part 3: Design principles

Purpose

Part 3 sets out the design principles retailers must apply to communications which are within the scope of the draft AER Retail Guidelines. The design principles guide how retailers prepare communications under the guidelines. These principles help customers find, understand and use key information. They do not replace content requirements in the NERL, NERR or the guidelines.

Changes from existing guidelines:

Stakeholders provided extensive feedback on the design principles. While most stakeholders agreed that design principles improve the clarity and consistency of information, retailers cautioned that additional design obligations for customer communications could have the unintended consequence of introducing more prescriptive obligations. Some retailers also raised concerns about operational impacts, such as updating templates and systems.

[Behavioural research](#) conducted by the Behavioural Economics Team of the Australian Government since the Billing Guideline was introduced found that principles-based design has made bills easier to understand, helped customers find key information and increased engagement with Energy Made Easy. After the existing Billing Guideline was introduced, customers showed higher understanding of billing information and were more likely to compare plans. This research shows design principles work, with plain language, logical structures and visual cues improving customer understanding and supporting informed decision-making. We have taken stakeholder feedback and this research into account in drafting this Part.

We have revised the design principles and broadened their application. Our purpose in doing so is to improve customer protections and outcomes, while moving towards a more principles-based approach in the guidelines. To achieve this outcome, we have:

- added a new overarching objective for the design principles to ensure appropriate protection for customers in an evolving energy market
- broadened the application of the existing Billing Guideline design principles to the communications that fall within the scope of the four retail guidelines
- added a requirement for information in communications to meet appropriate accessibility standards and be appropriately adapted to the needs of culturally and linguistically diverse customers.

The intent of the new objective is to ensure that retailers act honestly and fairly in presenting information in their communications to customers. It foregrounds the expectation that they do not mislead their customers. This objective will provide an additional overarching protection for customers while allowing for the shift to a more principles-based regulatory framework. We consider this additional protection is important as the rapid and dynamic changes that are occurring in the energy market create a heightened risk of gaps emerging in the regulatory framework. We expect this objective will apply across all communications covered by the draft guidelines, operating as a general obligation that must be applied to the specific requirements for each communication type.

Applying the new design principle along with the revised design principles, based on the existing Billing Guideline, in the draft AER Retail Guidelines also supports our proposed move towards a more principles-based framework by allowing the removal of some prescriptive elements in the four guidelines. Adopting this approach also strikes an appropriate balance between aiming for consistency across communications, streamlining guideline requirements and providing some additional flexibility. It also ensures important information required on communications by various provisions of the NERL, NERR and these guidelines are maintained.

The third change, which requires information in communications to meet appropriate accessibility standards and be appropriately adapted to the needs of culturally and linguistically diverse customers, has been made with a view to improve the outcomes for customers with specific needs.

Multiple consumer stakeholders raised this issue in their submissions, and it was also a key theme in our Voices for Power workshop. Consumer stakeholders strongly supported the inclusion of an accessibility design principle, noting retail communications are expected to be accessible to customers with diverse needs, including people with disability, low English literacy, limited digital access, or those experiencing payment difficulty.

While acknowledging the importance of accessibility, many retailers noted that broad or prescriptive requirements could impose significant system costs, duplicate existing obligations, or mandate solutions not suited to all customers or channels. We consider that including this requirement in the design principles will provide retailers with flexibility in terms of how they meet these requirements, which should help to minimise any additional compliance costs.

Authorising provisions

- NERR r 25A(1) – form and manner of bills
- NERR r 48B(2)(a)–(b) – required form and manner of benefit change notices
- NERR r 48B(3)(c) – optional content and presentation for benefit change notices
- NERL s 61(3)(a) – manner and form of presenting standing and market offer prices
- NERL s 63(a) – submission and presentation of price information

Draft Guidelines Part 4: Comparative information

Purpose

Part 4 sets out obligations for preparing and presenting comparative information under the Benefit Change Notice Guidelines and the Billing Guideline. Where a communication requires comparative information, like a better offer message, the information must be presented in accordance with this Part.

Retailers should determine whether a deemed better offer is available based on everything they know about a customer, including their usage profile where this can be obtained. The deemed better offer should be a genuine better offer and should not be restricted by eligibility conditions the retailer knows the customer cannot meet.

Changes from existing guidelines

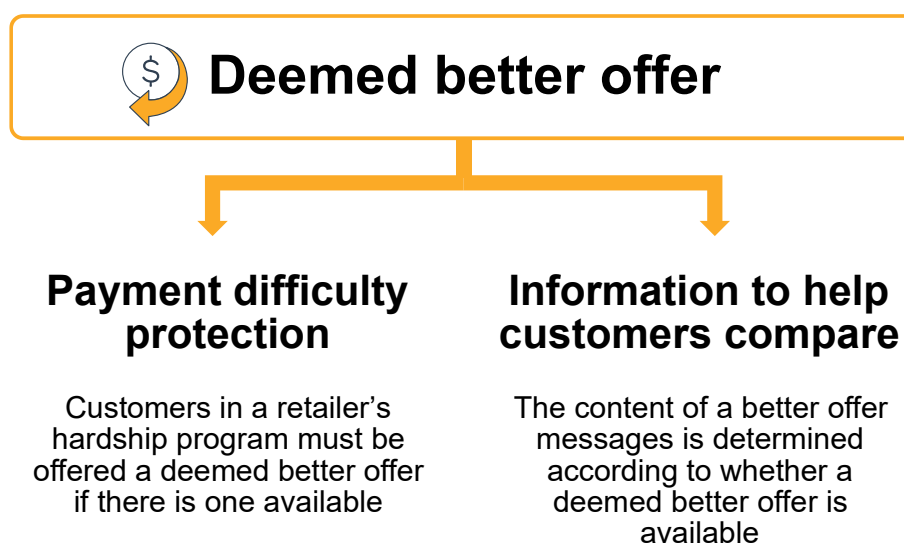
In conjunction with the deemed better offer definition in Part 2, the changes to the comparative information provisions streamline these requirements and align the deemed better offer with recent rule changes.

Deemed better offer

The draft AER Retail Guidelines separate the requirement to assess whether a deemed better offer is available from the requirement to provide comparative information (better offer message). The separation is necessary because, following a recent rule change⁷, the deemed better offer will now serve as a protection for hardship customers in addition to comparative information for all customers. Specifically, from 30 December 2026, hardship customers must be offered a better offer if available. Whenever they are not on a better offer, they must receive a financial benefit equivalent to the amount they would have saved if they were on the deemed better offer.

⁷ AEMC, [National Energy Retail Amendment \(Assisting hardship customers\) Rule 2025](#), Final determination, 19 June 2025.

Figure 3. Deemed better offer



The deemed better offer is both an input into the better offer message and determines the type of better offer message presented to customers. The draft guidelines consolidate and simplify the ‘negative’ and ‘positive’ better offer message framework by providing prescribed wording according to whether a deemed better offer is available.

Consistent with the recent rule change, we have defined ‘deemed better offer’ (see Part 2) with regard to the following factors:

- that the deemed better offer is the lowest-priced plan in terms of cost for a customer;
- a customer’s energy usage history; and
- whether non-financial benefits are part of the deemed better offer calculation.

We have excluded non-financial benefits from the deemed better offer definition (and therefore the deemed better offer calculation). This is because the value of non-financial benefits to customers may not be simple to determine for retailers and including them may lead to inaccurate or inappropriate better offer messages. We consider that this outcome would undermine the credibility of the better offer message and potentially have adverse impacts on customer trust in the energy sector.

Most stakeholders agreed that the deemed better offer should be a simple calculation that arrives at a consistently accurate result and does not consider non-financial benefits associated with a plan. This is because the more variability that is introduced into the calculation, the more opportunity there is for inaccuracy or inappropriate better offer messages being provided to customers, which may damage the credibility of the better offer message. Further, [existing research](#) conducted by the Behavioural Economics Team of the Australian Government throughout 2025 confirms that the better offer message, as it currently exists, is effective at prompting customers to compare and switch their plans.

Better offer message

The guidelines retain the core prescribed wording from the existing Billing Guideline. However, the guidelines adjust or clarify some parts of the message to improve its adaptability. These include adding explicit requirements to address plan versioning, eligibility

conditions and how switching and comparison instructions should be provided. These changes are intended to reduce confusion and support consistent delivery of better offer messages beyond bills.

The key change is a requirement to include the month and year a deemed better offer commenced, where a deemed better offer has the same name as the as the customer's current plan. We have also included a similar requirement for plan names where a retailer has more than one plan with the same name (see the definition of *plan information* in Part 5). The purpose of these two changes is to address the re-use of plan names, with a view to making it easier for customers to identify that there are multiple plans with the same name and to differentiate between these plans.

The changes mean that where a customer's existing plan and deemed better offer have the same name, the existing plan name and the deemed better offer will both need to include the relevant commencement date (month and year). This has been included in response to stakeholder concerns about the re-use of plan names and in consideration of feedback provided by the Australian Competition and Consumer Commission. We note that retailers suggested that a prescriptive or 'versioning' approach to plan naming could result in hundreds of different plan names, which may mean little to customers and reduce the effectiveness of competition, and significant implementation costs.

We have considered stakeholder perspectives on this issue and we are of the view that our proposed change will benefit consumers by helping to address the confusion associated with the reuse of plan names. We also note that by reusing plan names, retailers are effectively already creating versions of the same plan, and we consider that adding a commencement date to the name of these plans will make that clearer to customers. We also note that, for offers with the same name, this approach will provide customers with a better understanding of how old their plan is, which in turn may provide them with a prompt to compare newer offers in the market as well as help them make an informed decision about offers.

If this proposed change is included in the final guidelines, we will need to consider the appropriateness of the existing section 37 notice which also addresses the re-use of plan names.⁸ This notice requires retailers who re-use plan names to include clarifying text on negative better offer messages. The clarifying text reads as follows: "If this plan has the same name as your current plan, you are on an older version of the plan which has different rates. You can still save money by switching to a newer version."

We would like to further explore the costs and benefits of this proposal as we progress the development of the guidelines from draft to final. We would therefore strongly encourage retailers to provide robust information on the costs involved with this proposal and timeframes for implementation, if it is adopted.

⁸ On 23 May 2025, the AER made a decision under section 37 of the Better Bills Guideline to require retailers who re-use plan names to include clarifying text on negative better offer messages. This decision was made following the identification of consumer and retailer concerns regarding retailers who re-use plan names. The clarifying text reads as follows: "If this plan has the same name as your current plan, you are on an older version of the plan which has different rates. You can still save money by switching to a newer version." The decision remains in-force and is related to the review's consultation themes "making it easier to access a better offer".

When comparative information is not required

The circumstances when comparative information is not required are carried over from the existing Billing Guideline. While we have not included any new exemptions in the draft guidelines, we are aware that in some cases, providing a better offer message is unhelpful or confusing for customers. We would welcome stakeholder views and insights on the types of plans, if any, which could appropriately be exempted from the better offer message requirements. We note that any exemption would need to be carefully worded to ensure that it did not unintentionally exempt a broader range of plans than intended.

Authorising provisions

- NERR r 25A(3)(c)(ii) – bill objective: enable comparison with other offers
- NERR r 25A(4)(b) – mandatory deemed better offer definition
- NERR r 25A(7) – requirement to provide comparative information
- NERR r 25A(8) – clarification of what constitutes a bill-related communication
- NERR r 48B(2)(c)(i)–(ii) – BCN information enabling use of Energy Made Easy and comparison
- NERR r 75C–75D – hardship protections relying on deemed better offer

Draft Guidelines Part 5: Plan information

Purpose

Part 5 is the AER Retail Pricing Information Guidelines made in accordance with section 61 of the NERL. The purpose of this Part is to establish requirements for retailers about in the presentation of standing offer prices and market offer prices.

Changes from existing guidelines

We have made substantial changes to these guidelines, with a number of clauses in the existing guideline either deleted or streamlined, with a view to removing duplication, redundant provisions and simplifying the guidelines. The key changes include:

- Establishing an objective for plan information. Plan information must help customers understand and differentiate between important details about retail energy offers to choose the best plan for them. Plan information is specifically defined to include plan names, benefits and benefit change dates, charges, rates and charging windows, early termination fees or other switching costs, and any additional information which supports the objective. For retailers who re-use plan names, plan names must also include the month and year the plan commenced (this change and the reuse of plan names issue is addressed in Part 4).
- Clarifying that nothing in the guidelines prevents the operation of the Australian Consumer Law. Consistent with that Law, plan information should not mislead or deceive customers.
- Removing some detail on submitting information to the AER for Energy Made Easy and referring to Energy Made Easy's Energy Plan Data Standard document instead.
- Replacing references to the Basic Plan Information Document and the Detailed Plan Information Document with a reference to Plan Information Document
- Requiring additional information to be provided for flexible plans. For flexible plans, retailers must provide information required to help customers understand the features and benefits of the flexible plan, and how to make the most of them.
- Streamlining the prescriptive requirements for when plan documents are required, particularly in relation to marketing activities.
- Requiring retailers to apply the design principles when providing or presenting plan information and ensure that it is provided honestly and fairly, is accurate, clear and likely to achieve the plan information objective.

We consider that the first and second changes above, coupled with the application of the design principles in Part 3 to this guideline, will help address concerns around confusing and misleading plan names. Plan names form part of plan information and under the objective, plan information must help customers understand and differentiate between important details about retail energy offers to choose the best plan for them. This objective and the application of the design principles, including the principle that retailers must communicate honestly and fairly with their customers, should limit the use of confusing or misleading plan names. The clarification note will support the objective by reminding retailers that nothing in the guidelines alters the operation of the Australian Consumer Law.

Consumer stakeholders supported clearer and more meaningful plan names to reduce confusion. The Australian Competition and Consumer Commission highlighted that unclear or promotional plan names could undermine informed choice and market competition, and that clearer expectations around plan naming could complement broader consumer law obligations and enforcement activity. Retailers suggested that a prescriptive or ‘versioning’ approach to plan naming could result in hundreds of different plan names, which may mean little to customers and reduce the effectiveness of competition, and significant implementation costs.

We have considered stakeholder perspectives on this issue and we are of the view that our proposed change will benefit consumers by helping to address confusing plan names. We note we have not used a prescriptive approach to plan names in this context, providing retailers with some flexibility, but we expect retailers will need to consider whether their plan names align with the plan information objective and the design principles.

The other changes will remove duplication and unnecessary provisions, move towards a more principles-based approach and enable Energy Made Easy to receive more information about flexible plans. It will also allow us to update requirements for submitting information to Energy Made Easy in a more timely and less costly manner as the energy market innovates and evolves. While this approach will not fully address stakeholder feedback regarding Energy Made Easy’s limitations in comparing flexible plans, we consider it is an interim solution (in that we will be able to receive some additional information about these plans) until further technical upgrades can be made to Energy Made Easy. It will mean customers have greater ability to compare and choose these types of plans using Energy Made Easy.

We note we have retained the language requirements in the existing Guideline as we consider a shift to a more principles-based approach may lessen the level of consistency across plans on different retailers’ sites and create confusion for customers. Retailers also remain responsible for submitting, updating and removing plan information so that it continues to meet the plan information objective, even when features or benefits of the plan change.

Authorising provisions

- NERL s 61(2) – purpose of RPIG
- NERL s 62(2)–(9) – price comparator development, purpose and maintenance
- NERL s 63(a)–(b) – retailer submission of pricing information
- NERL s 61(3)(a)–(c) – manner, form and additional matters
- NERL s 62(5) – ability to include additional information (e.g. flexible plans)
- NERL s 23(6) – notification of standing offer prices
- NERL s 24(1)–(2) – presentation of standing offer prices
- NERL s 37(1)–(2) – presentation of market offer prices

Draft Guidelines Part 6: Benefit change notices

Purpose

Part 6 is the Benefit Change Notice Guidelines made in accordance with rule 48B of the NERR. It sets out the obligations that retailers must follow in preparing and issuing benefit change notices.

Benefit change notices must be issued by a retailer when the benefits a customer receives under their energy plan change. The notice provides a customer with important and detailed information about how the change will affect what they pay for energy and how to compare plans.

Changes from existing guidelines:

We consider that there is scope to revise the existing benefit change notice requirements to ensure that benefit change notices provide customers with clear, relevant information which enables them to understand the benefit change and what, if anything, they should do in response to that change. We also consider that there is an opportunity to simplify retailer obligations while achieving that customer outcome.

There was broad agreement across stakeholders that benefit change notices are confusing, poorly understood and often fail to support customers to take appropriate action. There was strong emphasis on the need for clearer, plainer language and explaining what is changing, what it means for the customer, and what (if anything) they should do next.

Consequently, we have made changes to update the guideline to make benefit change notices more useful for customers while simplifying obligations for retailers. We have also made changes to give effect to new rules. The key changes include:

- Establishing an objective for benefit change notices. The objective is to help customers understand what is changing, when the change will occur, whether they will be worse off, and what they can do in response.
- Updating the requirements to reflect new obligations on retailers arising from recent rule changes.⁹ The AER is required to review and, if necessary, amend the guideline to reflect these changes.
- Removing existing prescriptive requirements for these notices.

We consider this provides retailers with more flexibility to develop and issue notices that are relevant for customers and consistent with other communications. It is also consistent with stakeholder feedback, with retailers and consumer groups agreeing the current requirements for benefit change notices should be overhauled in favour of a

⁹ [New rules](#) require that benefit change notices include information to help customers understand the tariffs, rates and charges applicable to the plan after the benefit change takes effect. This is given effect in the guidelines by requiring a plan summary from the benefit change date to be presented on benefit change notices.

simpler, more principles-based approach, including to replace the ‘do nothing’ amount with a better offer message and plan summary.

- Streamline and simplifying benefit change notice obligations. Detailed templates, zone-based layouts and prescribed headline statement are no longer required. Instead, retailers must now apply the design principles to prepare and issue benefit change notices which contain key information and are likely to achieve the benefit change notice objective.
- New content replaces outdated or unhelpful information, including a plan summary from the benefit change date, a better offer message (except where an exemption applies) and a clear statement telling the customer their benefit is being lost.

Authorising provisions

- NERR r 48B(2)(a) – form of benefit change notice
- NERR r 48B(2)(b) – manner of providing benefit change notices
- NERR r 48B(2)(c)(i)–(iii) – required content of benefit change notices
- NERR r 48B(2)(d) – requirement to include a calculation methodology
- NERR r 48B(3)(a) – what constitutes a benefit change
- NERR r 48B(3)(b) – excluded changes
- NERR r 48B(3)(c)(i)–(v) – extra content the AER may require for benefit change notices

Draft Guidelines Part 7: Customer bills

Purpose

Part 7 is the Billing Guideline (previously the Better Bills Guideline) made in accordance with rule 25A of the NERR. It sets out the obligations that retailers must comply with in preparing and issuing energy bills for small customers.

Changes from existing guidelines:

We have deleted the transitional arrangements that are in the existing guideline as these are outdated and no longer required. We have also retained the bill design elements (e.g. Tier 1 and Tier 2 information and location) but streamlined the guideline and provided some flexibility for retailers to adjust the form of Tier 1 or Tier 2 information to meet accessibility needs of their customers.

Other key changes include:

- Referring to better offer messages rather than positive or negative better offer messages
- Condensing the better offer calculation and better offer check into a single definition of better offer message in Part 2, but without changing the calculation method (this change is discussed in Part 2).
- Requiring comparison information to be included in communications that accompany a bill, like cover emails, consistent with new rules.¹⁰
- Requiring final bills to include messaging on the non-transferability of concessions between retailers.
- Incorporating the existing section 37 notice regarding energy bill relief messaging in the draft guidelines¹¹, with revisions to the wording to reference concessions more generally rather than the energy bill relief measures which are no longer in effect.
- Revising the requirements where a bill is based on an estimation of the customer's usage. In these circumstances, the bill must now also specify the proportion of the customer's billing period that is estimated (for example, number of days).
- Requiring retailers to only include plans currently applicable to the customer (and that will remain applicable for a reasonable time following the communication date) in the deemed better offer check. We consider a reasonable time would be at least 15 business days from the date the communication was issued

The above changes streamline the guideline without making material and costly changes to the better offer message or calculation method. Retailers strongly recommended the AER make limited changes to the better offer message and deemed better offer check and

¹⁰ AEMC, [Improving the ability to switch to a better offer rule change](#)

¹¹ On 26 June 2023, the AER made [the decision](#) under section 37 of the Better Bills Guideline to approve the following statement about the bill relief rebates as Tier 1 information: The Australian Government and your State or Territory government are supporting customers to reduce bills. Check the understand your bill section to see whether you have received a rebate or concession. More information on rebates and concessions can be found on [energy.gov.au](#).

highlighted the high implementation costs of these requirements. Consumer groups agreed that the better offer message is an effective tool for customers in comparing and choosing the best plan for them, and that additional complexity could impact its credibility. Most stakeholders supported including the better offer message on cover emails sent with bills but stopped short of recommending we require this for SMS or app-based communications.

Bill notifications

Consistent with the new rules, we have extended comparative information requirements to communications sent at the same time as a bill. In the draft guidelines we have referred to these communications as ‘bill notifications.’ Bill notifications can include emails, SMS or app notifications that inform a customer a bill has been issued.

The draft guidelines require retailers to make best endeavours to include a better offer message in the prescribed form. However, they also provide flexibility to adapt the message where necessary to suit the communication channel. Where neither the prescribed form nor a variation is reasonable, retailers must still prompt customers to compare plans on Energy Made Easy.

Bill notifications must comply with the design principles. As with bills, comparative information on bill notifications must be clear, prominent and easy to understand. We consider that this approach will improve customer outcomes, while providing retailers with a degree of flexibility to adapt the messaging to the communication channel.

We have included a requirement for retailers to include messaging about the non-transferability of concessions on final bills. This gives effect to one of the AEMC’s recommendations from its *Improving the application of concessions in bills* rule change. We have also incorporated the existing section 37 notice energy bill relief messaging into the guidelines, but with amendments to make the message more general in nature rather than specifically referring to energy bill relief measures which are no longer in effect.

We have also sought to ‘future proof’ the messaging so it should not require revision if new energy bill relief measures or concessions are introduced in the future. We consider this approach should provide retailers with some clarity and certainty on this issue and also help to reduce retailer costs by avoiding future revisions to the messaging. As with our existing section 37 messaging, we consider the inclusion of this message on bills will contribute to the achievement of the bill objective by assisting customers to easily find information to help them understand their bill amount, while minimising regulatory costs. We note that should this requirement be included in our final guidelines, we will need to revoke our existing section 37 notice on energy bill relief messaging.

In reviewing the billing guideline, we also considered the cost information provided by some retailers in response to our Better Bills cost impact voluntary request for information in late 2025. However, cost impact information and analysis were of very limited use because of the very small number of responses and inconsistencies across those responses (e.g. incomplete responses).

Authorising provisions

- NERR r 25A(1) – obligation to make a billing guideline
- NERR r 25A(3)(a)–(f) – bill objective
- NERR r 25(1) – retailer obligation to comply with the billing guideline
- NERR r 25A(4)(a)(i)–(iv) – principles the AER must take into account
- NERR r 25A(5)(a)–(b) – consistency with NERO and consumer protections
- NERR r 25A(7) – comparative information in bills and bill issue notifications
- NERR r 25A(8) – clarification of scope of communications

Draft Guidelines Part 8: Customer hardship policy guideline

Purpose

Part 8 is the Customer Hardship Policy Guideline made in accordance with rule 75A(1) of the NERR. It sets out obligations retailers must follow in developing, maintaining and implementing an AER-approved customer hardship policy

Changes from existing guidelines

We have retained the core obligations from the previous Customer Hardship Policy Guideline, including early identification of payment difficulty due to hardship, ongoing assistance for the duration of payment difficulty, and the principle that disconnection is a last resort.

The scope of this guideline and the fact that customer hardship is set out in the NERL means our ability to be more principle-based or make changes that are not specifically provided for in the NERR and the NERL is very limited. This limited our ability to make expansive changes to this guideline and to adopt some of the changes put forward by some consumer stakeholders (e.g., the JEC-led consumer submission). Given this and that most stakeholders cautioned against making any significant changes to this guideline, the changes largely reflect those required by rule changes.

The key changes are:

- changes to give effect to two recent rule changes which placed new obligations on retailers and which required us to amend the guideline to reflect these changes.¹²
- simplifying the guideline, where appropriate, without reducing protections, and revising the standardised statements to make them more consumer friendly, which was supported by most stakeholders.
- including existing obligations of retailers relating to customers who may also be affected by family violence.
- integrating the principle of disconnection as a last resort into the standardised statements.
- changes to incorporate learnings from our compliance and enforcement activities to improve the guideline and to better reflect changes in expectations around hardship practices (e.g. revisions to the standardised statements and the drafting of the hardship guideline more generally).

These changes have been carefully balanced given stakeholder sensitivity about changes, incorporate learnings from stakeholder feedback and other reviews (e.g., the payment difficulty review) and our compliance and enforcement activities. We note that parallel

¹² The relevant rules are the [Improving consumer confidence rule change](#) (which prohibits retail fees for hardship customers) and the [Assisting hardship customers rule change](#) (which requires retailers to provide a financial equivalent of the better offer for the duration of the time in a hardship program).

reforms to improve protections for hardship customers (BECE and our payment difficulty rule change requests) are underway.

Authorising provisions

- NERR r 75A(1) – obligation to develop and publish CHPG
- NERR r 75A(2)(a) – approval processes and requirements
- NERR r 75A(2)(b)(i)–(ii) – mandatory standardised statements
- NERR r 75C – obligation to offer a deemed better offer to hardship customers
- NERR r 75D(1)–(2) – obligation to provide equivalent financial benefit if not on that offer
- NERL s 44(a)–(i) – minimum requirements for retailer hardship policies

Appendix A: Summary of stakeholder feedback on the consultation paper

Approach to combining the guidelines

Question 1. How can we make sure the combined guidelines are easy for stakeholders to use, including retailer staff who will be responsible for implementing the requirements?

Position	What stakeholders said	Who
Support consolidation where appropriate and practical.	<p>Combining and consolidating the guidelines could reduce duplication, improve navigability and modernise the framework.</p> <p>Consolidation should focus on alignment and utility rather than substantive policy change. AER should allow sufficient implementation time.</p> <p>Combining the guidelines would only be appropriate if certain conditions are met. These commonly included:</p> <ul style="list-style-type: none"> • preserving or strengthening consumer protections • maintaining clear distinctions between obligations across different types of communications • ensure proportionality for smaller retailers • delivering demonstrable improvements in consumer outcomes rather than simplification for its own sake. 	<p>AGL, Origin Energy, EnergyAustralia, Red Energy and Lumo Energy, Council of Small Business Organisations Australia, Energy Consumers Australia, First Nations Clean Energy Network, M2 Energy, Council on the Ageing Australia, Researchers from the University of Sydney, Western Sydney University and Melbourne University</p>
Question the value of consolidation where there are risks to consumer protections.	<p>Expressed opposition to incorporating the Customer Hardship Policy Guideline into the combined guidelines if this would result in reduced or less clear protections for customers.</p> <p>Raised broader questions about the value of combining the guidelines to consumer outcomes. Identified risks that protections, especially for customer experiencing payment difficulty, including a dilution of protections overall.</p>	<p>Justice and Equity Centre; CHOICE; EWON; EWOSA; EWOQ; Energetic Communities; Sydney Community Forum; Energy & Water Ombudsman NSW, SA and QLD, Engie, Globird</p>

Improving retail communications

Using design principles

Question 2. How could we adapt the design principles to different communications and where is more specific formatting guidance required?

Position	What stakeholders said	Who
Support applying design principles	<p>Supported the use of consistent design principles could improve clarity, accessibility and consumer understanding across retail communications.</p> <p>Emphasised the material value in design principles such as plain language, prioritising key information and accessible communications.</p> <p>Design principles should be applied flexibility and proportionately. They should:</p> <ul style="list-style-type: none"> • avoid rigid formatting requirements, • differentiate between communication channels • maintain discretion to tailor communications to customer context, and • limit prescription to communications where misinterpretation could cause consumer harm 	<p>Justice and Equity Centre; CHOICE; Energetic Communities; Sydney Community Forum; Energy Consumers Australia; Council on the Ageing (COTA Australia); First Nations Clean Energy Network; academic researchers from the University of Sydney, Western Sydney University and the University of Melbourne, Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Red Energy and Lumo Energy; First Nations Clean Energy Network; Council of Small Business Organisations Australia</p>
Oppose or caution against prescriptive application of design principles	<p>Design principles, as implemented in the Better Bills Guideline, operate in practice as prescriptive formatting rules. This can constrain retailer discretion, increase implementation costs, reduce flexibility across channels and lead to worse customer outcomes or increased complaints made to retailers.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; GloBird Energy; Origin Energy</p>

Making communications clearer and more accessible

Question 3. How could we make communications more accessible for customers?

Position	What stakeholders said	Who
Strong support for strengthening accessibility requirements	<p>Retail communications are expected to be accessible to customers with diverse needs, including people with disability, low English literacy, limited digital access, or those experiencing payment difficulty.</p> <p>Inclusive or universal design principles (such as an up-to-date version of the Web Content Access Guidelines) should be applied, with alternative formats such as large print, screen-reader compatibility, and paper versions made available. Improving accessibility for these groups leads to improved outcomes for all customers.</p>	Justice and Equity Centre; CHOICE; Energetic Communities; Sydney Community Forum; Guide Dogs Queensland; First Nations Clean Energy Network; Council on the Ageing (COTA Australia); Energy Consumers Australia
Caution about scope, cost and feasibility of accessibility requirements	<p>While acknowledging the importance of accessibility, broad or prescriptive requirements could impose significant system costs, duplicate existing obligations, or mandate solutions not suited to all customers or channels.</p> <p>Some stakeholders argued retailers already have incentives to meet accessibility needs. Others noted that digital-first customers may already use built-in accessibility tools.</p>	AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; GloBird Energy; Origin Energy
Conditional or qualified support for improving accessibility requirements	<p>Supported clearer and more accessible communications, but only if requirements are proportionate, flexible and risk-based. Commonly cited conditions included:</p> <ul style="list-style-type: none"> • focusing prescription on high-risk communications; • allowing retailers discretion in how accessibility outcomes are achieved; • recognising differences between digital and paper channels; • avoiding one-size-fits-all formatting mandates; and • supporting accessibility through guidance, testing, templates or phased adoption rather than immediate hard obligations. 	Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Red Energy and Lumo Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network

Improving benefit change notices

Question 4. How could benefit change notices be improved to make it easier for customers to understand and take action when their benefit is changing?

Position	What stakeholders said	Who
Strong consensus that benefit change notices need improvement	<p>Broad agreement that benefit change notices are confusing, poorly understood and often fail to support customers to take appropriate action. Strong emphasis on the need for clearer, plainer language and explaining what is changing, what it means for the customer, and what (if anything) they should do next.</p> <p>Supported reframing notices as decision-support tools rather than compliance-driven notifications.</p>	<p>Justice and Equity Centre; CHOICE; Energetic Communities; Sydney Community Forum; Care Inc; Energy Consumers Australia; Council on the Ageing (COTA Australia); First Nations Clean Energy Network</p>
Support improvement, but caution against rigid prescription	<p>Accepted that benefit change notices should be clearer and more effective but warned that existing requirements are already complex and misaligned with contemporary offers.</p> <p>Emphasised the need to avoid additional prescriptive wording, duplication with other communications, or requirements that force notices for minor, favourable or non-financial changes.</p> <p>Argued flexibility is needed to communicate effectively with different customers and plan types.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; GloBird Energy; Origin Energy; Red Energy and Lumo Energy</p>
Qualified views on scope and triggers for notices	<p>Supported improving notices but stressed that changes should be targeted and proportionate. Common themes included: focusing notices on material changes that affect what customers pay; avoiding unnecessary duplication with bills or better offer messages; allowing multiple delivery channels where appropriate; and ensuring any comparative or better-offer information included is accurate, relevant and accessible to the individual customer.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia</p>

Managing increasing complexity

Communicating secondary settlement points

Question 5. How will secondary settlement points change energy plans and energy plan information?

Position	What stakeholders said	Who
Support clear communication of secondary settlement points to manage complexity and consumer risk	<p>Supported clearer expectations for how secondary settlement points should be explained to customers to avoid confusion, mistrust or bill shock.</p> <p>Customers should not be required to understand technical settlement or metering concepts and communications should focus on what usage is affected, how costs may change and what actions (if any) the customer needs to take.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; academic researchers from the University of Sydney, Western Sydney University and the University of Melbourne; First Nations Clean Energy Network</p>
Caution against early or prescriptive requirements for communicating about secondary settlement points	<p>Warned that secondary settlement points are nascent market feature and that it is premature to introduce detailed or prescriptive communication requirements.</p> <p>Argued that overly specific obligations could constrain innovation, impose high implementation costs and quickly become outdated as products evolve.</p> <p>Several stakeholders preferred to defer detailed guidance until there is operational and consumer experience with secondary settlement point-enabled plans.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; Red Energy and Lumo Energy</p>
Conditional or qualified support for establishing requirements for communicating about secondary settlement points	<p>Accepted that secondary settlement points will require clearer explanation for customers but only supported guidance that is flexible, principles-based and targeted. Common conditions included: avoid technical jargon, focus on outcomes rather than settlement architecture, differentiate between simple and complex plans and limiting any prescriptive requirements to situations where SSPs materially affect what customers pay or expose them to higher risk. Some stakeholders also supported staged or iterative guidance rather than immediate hard obligations.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia</p>

Differentiating requirements for different types of plans

Question 6. How could our guidelines make complex energy plan information more relevant and easier to understand?

Position	What stakeholders said	Who
Support differentiating requirements to improve customer outcomes	<p>Supported differentiating requirements where plans create different levels of complexity or consumer risk, so that information provided is relevant, comprehensible and decision-useful.</p> <p>Emphasised that customers should not be required to understand technical plan structures, settlement concepts or pricing mechanics. Instead, information should focus on what affects customers' costs, risks, and decision-making, including whether a plan is suitable for their circumstances and how value is realised in practice.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Tesla Energy; Amber Electric; academic researchers from the University of Sydney, Western Sydney University and the University of Melbourne; First Nations Clean Energy Network</p>
Caution against prescriptive or technical differentiation	<p>Warned that differentiating requirements by plan type risks increasing complexity, locking in assumptions about current products and creating regulatory categories that may quickly become outdated.</p> <p>Argued that customers primarily want clear information about outcomes (what they will pay, how it may change, and what they need to do), regardless of underlying plan features.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; Red Energy and Lumo Energy</p>
Conditional or qualified support for differentiating information	<p>Supported differentiation only where it demonstrably improves customer understanding and outcomes. Common conditions included: maintaining a consistent baseline of core information across all plans; avoiding duplication or excessive disclosure; focusing on outcome-based explanations rather than technical features; and applying enhanced or tailored information requirements only where plans rely on behavioural change, expose customers to price volatility, or materially increase the risk of bill shock.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network</p>

Making plan names easier to understand

Question 7. How could we improve transparency and reduce customer confusion in relation to energy plan names?

Position	What stakeholders said	Who
Support clearer, more truthful plan names to improve customer understanding	<p>Supported clearer and more meaningful plan names to reduce confusion and help customers better understand what they are signing up to.</p> <p>Emphasised that plan names can strongly influence customer expectations and decision-making, and should not obscure key features, risks or eligibility conditions.</p> <p>Several stakeholders supported aligning plan names more closely with the outcomes customers experience, rather than marketing language or technical constructs.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network; consumer advocates</p>
Regulatory focus on avoiding misleading or confusing plan names	<p>Emphasised that plan names must not be misleading or deceptive, particularly where names imply price stability, discounts, benefits or suitability that are not borne out in practice.</p> <p>Highlighted that unclear or promotional plan names can undermine informed choice and market competition, and that clearer expectations around plan naming can complement broader consumer law obligations and enforcement activity.</p>	<p>Australian Competition and Consumer Commission (ACCC)</p>
Caution against prescriptive naming rules	<p>Warned that highly prescriptive requirements for plan names could constrain innovation, limit retailers' ability to differentiate products, or quickly become outdated as products evolve.</p> <p>Some stakeholders argued that customer understanding should be addressed primarily through better explanations and disclosures, rather than regulating plan names themselves.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; Red Energy and Lumo Energy</p>
Conditional / qualified support for clearer plan names	<p>Supported clearer plan names, but only if expectations are principles-based and outcome-focused rather than prescriptive. Common conditions included: avoiding rigid naming conventions; allowing flexibility for different plan types; focusing regulatory attention on names that create a real risk of customer misunderstanding; and ensuring consistency with existing consumer law frameworks rather than duplicating them.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia</p>

Making it easier to access a better offer

Clarifying better offer messages

Question 8. How could we ensure better offer messages are clear, relevant and trusted?

Position	What stakeholders said	Who
Support clearer, more trustworthy better offer messages focused on outcomes	<p>Supported improving the clarity, relevance and credibility of better offer messages so customers can understand whether they would actually better off and what action to take.</p> <p>Emphasised plain language, clear identification of the deemed better offer, realistic explanation of savings, and avoiding messages that feel generic or misleading.</p> <p>Many stakeholders stressed that better offer messages should support informed decision-making, not simply prompt switching.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network; academic researchers from the University of Sydney, Western Sydney University and the University of Melbourne</p>
Regulatory focus on preventing misleading or ineffective better offer messages	<p>Emphasised that better offer messages must not be misleading, refer to offers that are unavailable or unsuitable, or undermine consumer trust. Highlighted evidence that confusing plan names and inaccessible offers can reduce the effectiveness of better offer messages and weaken competition. Supported regulatory action to ensure messages genuinely assist consumers to identify cheaper or more suitable offers, consistent with consumer law objectives.</p>	<p>Australian Competition and Consumer Commission (ACCC)</p>
Caution against expanding prescription or scope of better offer requirements	<p>Warned that overly prescriptive better offer message requirements could increase complexity, impose system costs, and reduce retailers' ability to communicate effectively across different channels.</p> <p>Some stakeholders argued that better offer messages are a blunt tool that cannot reflect the value of more complex or behaviour-dependent plans, and that misapplied messages may confuse customers or discourage engagement.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy</p>
Conditional / qualified support	<p>Supported clarifying better offer messages, but only if changes are targeted, proportionate and aligned with customer outcomes. Common conditions included: ensuring messages only reference offers the customer is eligible for; avoiding duplication across communications; calibrating savings thresholds so messages remain meaningful; tailoring explanations for complex or behaviour-dependent plans; and aligning better offer messages with other reforms (such as hardship protections and switching rules).</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network</p>

Providing better offer messages in more places

Question 9. Where should customers receive better offer messages and how could we ensure the messages are clear and appropriate for different kinds of communications?

Position	What stakeholders said	Who
Support broader and more timely delivery of better offer messages	Supported providing better offer messages in additional communications to increase their visibility and effectiveness, particularly where customers are already engaging with retailers.	Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network
	Emphasised that messages are more useful when delivered at moments of decision-making (such as bills, plan changes, or key account interactions), rather than relying on a single channel.	
Regulatory focus on effectiveness and integrity over volume	Emphasised that expanding the locations or frequency of better offer messages should not undermine their integrity or usefulness.	Australian Competition and Consumer Commission (ACCC)
	Highlighted the risk that poorly targeted or repetitive messages can confuse customers, reduce trust, or dilute the competitive signal.	
	Supported an approach that prioritises accuracy, eligibility and relevance over simply increasing the number of messages delivered.	
Caution against broad expansion or blanket requirements	Warned that mandating better offer messages across more communications could increase compliance costs, create message fatigue and reduce retailers' ability to communicate effectively.	AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy
	Some stakeholders argued that better offer messages are not well-suited to all channels or plan types, particularly asset or behaviour-dependent plans, and that expansion could result in generic or misleading messages.	
Conditional / qualified support for providing better offer messages in more place	Supported providing better offer messages in more places only if expansion is targeted and proportionate. Common conditions included: limiting expansion to high-impact communications; avoiding duplication across channels; ensuring messages are personalised, accurate and based on offers the customer is eligible for; and aligning better offer messaging with other reforms (such as hardship protections, switching rules and benefit change notices). Several stakeholders supported trialling or staged expansion rather than immediate broad mandates.	Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network

Defining the deemed better offer

Question 10. What should we consider in defining the term ‘deemed better offer’, including in relation to how better offers are identified and how much a customer would need to save?

Position	What stakeholders said	Who
Support a clearer, more robust definition to improve trust and usefulness	<p>Supported clarifying what constitutes a “deemed better offer” so that better offer messages are more credible, consistent and useful for customers.</p> <p>Emphasised that customers should be able to trust that a deemed better offer is genuinely cheaper or more suitable based on their circumstances, rather than a technical or nominal comparison.</p> <p>Several stakeholders argued that clearer definition would reduce confusion, improve engagement, and strengthen confidence in better offer messaging overall.</p>	Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network
Regulatory focus on effectiveness and integrity over volume	<p>Emphasised that any deemed better offer must be accurate, available to the customer and based on realistic assumptions about usage and eligibility.</p> <p>Warned that a poorly defined deemed better offers risk being misleading or deceptive, undermining consumer trust and competitive outcomes.</p> <p>Supported regulatory clarity that aligns better offer messages with broader consumer law principles and enforcement expectations.</p>	Australian Competition and Consumer Commission (ACCC)
Caution against rigid or overly technical definitions	<p>Warned that a highly prescriptive definition of a deemed better offer could be difficult to operationalise, quickly become outdated, or fail to reflect the value proposition of more complex or behaviour-dependent plans.</p> <p>Some argued that rigid definitions risk excluding innovative offers, producing false positives or negatives, or encouraging compliance-driven messaging that does not meaningfully assist customers.</p>	AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy
Conditional / qualified support for a clear definition	<p>Supported clarifying the deemed better offer concept, but only if the definition is principles-based, outcome-focused and flexible. Common conditions included: allowing reasonable assumptions; recognising differences between simple and complex plans; avoiding reliance on unrealistic usage assumptions; ensuring consistency with other better offer reforms; and applying the concept only where it genuinely improves customer understanding and decision-making.</p>	Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network

Improving price transparency

Making fees and charges easier to understand

Question 11. How could we improve transparency of fees and charges in plan information and on Energy Made Easy without making plan information too complex for customers?

Position	What stakeholders said	Who
Support clearer, more transparent presentation of fees and charges	<p>Supported clearer and more consistent presentation of fees and charges so customers can better understand what they are paying and why.</p> <p>Emphasised that fees and charges are often poorly understood, fragmented across documents, or obscured by technical language. Many stakeholders supported simplifying descriptions, using plain language explanations and improving visibility of fees that materially affect what customers pay.</p>	Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network; consumer advocates
Regulatory focus on preventing misleading or opaque pricing practices	<p>Emphasised that unclear, hidden or poorly explained fees and charges can mislead consumers and undermine effective price comparison and competition.</p> <p>Highlighted that transparency around fees is critical to informed choice and market integrity, and that regulatory guidance should reinforce existing consumer law expectations around clarity and non-misleading representations.</p>	Australian Competition and Consumer Commission (ACCC)
Caution against over-prescription or duplication of existing requirements	<p>Warned that additional prescriptive requirements around fees and charges could duplicate existing consumer law and retail rule obligations, increase compliance costs and reduce flexibility to reflect different pricing structures.</p> <p>Some argued that excessive standardisation could obscure, rather than clarify, pricing – particularly for more complex plans.</p>	AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy
Conditional / qualified support for more information about fees and charges	<p>Supported improving transparency around fees and charges, but only if changes are targeted and proportionate. Common conditions included: focusing on fees and charges that materially affect customer bills; avoiding duplication across multiple communications; allowing flexibility in how explanations are presented across channels; and ensuring guidance remains principles-based and adaptable to different pricing models.</p>	Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network

Increasing transparency for embedded networks customers

Question 12. What information would be useful for customers in embedded networks to understand their energy plan and how it compares with others in the market?

Position	What stakeholders said	Who
Support stronger transparency for embedded network customers	<p>Supported improving transparency and access to information for customers in embedded networks, who are often less aware of their rights, pricing structures and options.</p> <p>Emphasised that embedded network customers can face information gaps, limited comparability and reduced ability to engage with the market or switch plans.</p> <p>Several stakeholders supported clearer expectations around pricing information, fees, dispute resolution pathways and access to assistance.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network;</p>
Regulatory and ombudsman focus on fairness, comparability and access to redress	<p>Emphasised that embedded network customers should receive information that is sufficient to understand what they are paying, how prices are set and how to raise issues or complaints.</p> <p>Highlighted that lack of transparency can exacerbate consumer harm and reduce confidence in the energy market.</p> <p>Supported clearer guidance to improve fairness and consistency, while recognising jurisdictional and structural constraints.</p>	<p>EWON; EWOSA; EWOQ</p>
Caution about scope, feasibility and regulatory overlap	<p>Warned that expanding transparency requirements for embedded networks may be complex to implement, particularly where operators are not authorised retailers or where responsibilities are split across regulatory regimes.</p> <p>Some stakeholders cautioned against imposing requirements that duplicate or conflict with existing state-based frameworks, or that assume embedded networks operate like standard retail arrangements.</p>	<p>AGL; EnergyAustralia; ENGIE; Origin Energy; Ergon Energy Retail; GloBird Energy</p>
Conditional / qualified support for improved transparency	<p>Supported improving transparency for embedded network customers, but only if changes are proportionate, clearly scoped and aligned with existing regulatory frameworks. Common conditions included: focusing on core, decision-useful information; recognising diversity across embedded network models; and avoiding one-size-fits-all obligations.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network</p>

Improving payment assistance information

Making hardship policies more consumer friendly

Question 13. What specific changes could we make to the standardised statements in hardship policies to make them more consumer friendly?

Position	What stakeholders said	Who
Strong support for clearer, more consumer-centred hardship policies	<p>Supported making hardship policies clearer, simpler and easier for customers to understand and use.</p> <p>Emphasised that many customers are unaware of hardship support, misunderstand eligibility, or disengage due to fear, shame or complexity.</p> <p>Stakeholders strongly supported plain language, clearer explanations of available assistance, and framing hardship policies as supportive pathways rather than compliance documents.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network;</p>
Ombudsman emphasis on accessibility, early intervention and real-world usability	<p>Emphasised that hardship policies must work in practice, not just on paper.</p> <p>Highlighted systemic issues observed through complaints, including inconsistent application of policies, poor explanations to customers, delayed referrals to hardship support and barriers created by complex language or processes.</p> <p>Strongly supported clearer minimum expectations, better visibility of hardship support for customers and guidance that promotes early identification and engagement before debt escalates.</p>	<p>EWON; EWOSA; EWOQ</p>
Caution against rigid or overly prescriptive customer hardship policy requirements	<p>Acknowledged the importance of clear hardship policies but warned that overly prescriptive requirements could reduce flexibility to tailor support to individual customer circumstances or innovate in hardship assistance models.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy</p>
Conditional / qualified support for changes to customer hardship policies	<p>Supported improving hardship policies but stressed that changes should be principles-based and focused on outcomes for customers experiencing payment difficulty. Common conditions included: allowing flexibility in how support is delivered; avoiding overly detailed procedural requirements; ensuring proportionality for smaller retailers; and using guidance and examples to drive better practice.</p>	<p>Energy Consumers Australia; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network</p>

Helping customer access concessions and rebates

Question 14. What concession and rebate information should be included on energy bills?

Position	What stakeholders said	Who
Strong support for improving access to concessions and rebates	<p>Supported clearer, more proactive support for customers to access energy concessions and rebates.</p> <p>Emphasised that many eligible customers are unaware of available assistance, face administrative barriers, or disengage due to complexity.</p> <p>Supported clearer explanations, consistent prompts, and assistance that helps customers understand eligibility and how to apply, particularly for customers experiencing vulnerability or payment difficulty.</p>	<p>Energy Consumers Australia; Justice and Equity Centre; CHOICE; Council on the Ageing (COTA Australia); First Nations Clean Energy Network; consumer advocates</p>
Ombudsman focus on systemic barriers and missed eligibility	<p>Highlighted recurring complaint themes where customers miss out on concessions due to poor information, delayed referrals and unclear responsibility between retailers and government agencies.</p> <p>Emphasised that customers often assume retailers will inform them of available assistance.</p> <p>Strongly supported clearer expectations for proactive engagement by retailers and consistent messaging on key communications (such as on bills or entry into hardship programs).</p>	<p>EWON; EWOSA; EWOQ</p>
Caution about retailer responsibility and jurisdictional limitations	<p>Acknowledged the importance of concessions and rebates but cautioned against placing responsibility on retailers for eligibility assessment, application processing, or outcomes that sit with governments.</p> <p>Warned that prescriptive requirements could create confusion about roles, duplicate government processes, or expose retailers to compliance risk where concession schemes differ by jurisdiction and change frequently.</p>	<p>AGL; EnergyAustralia; ENGIE; Ergon Energy Retail; Origin Energy; GloBird Energy; Red Energy and Lumo Energy</p>
Conditional / qualified support for providing more information about concessions and rebates	<p>Supported improving access to concessions and rebates, but only if expectations are clearly scoped and proportionate. Common conditions included: focusing on awareness, referral and assistance rather than determination of eligibility; recognising jurisdictional variation; avoiding one-size-fits-all obligations; and supporting better access through guidance, prompts, data-sharing improvements or collaboration with government agencies rather than hard retailer obligations alone.</p>	<p>Energy Consumers Australia; EWON; EWOSA; EWOQ; M2 Energy; Council of Small Business Organisations Australia; First Nations Clean Energy Network</p>

Appendix B: Existing guidelines mapped to draft guidelines

This appendix sets out how each existing guideline has been consolidated or changed in the Retail guidelines review. It lists every current clause, how it has been affected by the Retail guidelines review, and where, if applicable, the clause is reflected by the draft guidelines.

Retail Pricing Information Guidelines

Existing clause	Change	Draft clause(s)
Cl. 1–18 Overview and application	Consolidated – These clauses introduce the guidelines, their application and information about standing and market offers. The draft guidelines consolidate these provisions into Part 1 – Overview.	Part 1 – Overview
Cl. 19 Signposting	Removed – This clause sets out the next part of the guidelines.	Removed
Cl. 20 Providing information to Energy Made Easy	Consolidated – This clause requires retailers to provide information to Energy Made Easy in accordance with the guidelines. The draft guidelines consolidate this requirement, as well as the timeframe required to provide this information.	Cl. 29–30
Cl. 21 Producing plan information documents	Consolidated – This clause describes how Energy Made Easy will produce plan documents. The draft guidelines update this description to reflect updates made to Energy Made Easy since these guidelines were first introduced, because it no longer produces the documents in the way the guidelines describe.	Cl. 38
Cl. 22 Linking to plan information documents	Consolidated – This clause requires retailers to include a link to plan information documents on their website. The draft guidelines include this obligation in the description of ‘plan information’.	Cl. 43
Cl. 23–28 Timeliness of submitting and varying plan information	Consolidated – These clauses provide for the timeliness of submitting plan information to Energy Made Easy, and how the AER may use the information. They are edited for clarity but their operation is not affected.	Cl. 30–34
Cl. 29–30 Plan IDs	Consolidated – These clauses refer to Plan IDs generated by Energy Made Easy and require retailers to refer and provide access to the Plan ID to identify energy plans. The draft guidelines include Plan IDs as ‘plan information’.	Cl. 25

Existing clause	Change	Draft clause(s)
<p>Cl. 31</p> <p>Providing plan information to Energy Made Easy</p>	<p>Changed – This clause requires retailers to use a specific document to provide plan information to Energy Made Easy. The process for providing this information has changed with technology upgrades to Energy Made Easy since the website was first introduced. The draft guidelines reflect this change by requiring retailers to upload plan information through the Energy Made Easy ‘retailer secure area’.</p>	<p>Cl. 29</p>
<p>Cl. 32–64</p> <p>Detailed plan information fields</p>	<p>Changed – These clauses provide each of the individual fields of information required to be provided to Energy Made Easy. The draft guidelines materially consolidated and simplify these clauses across 5 high-level principles or categories of plan information that are most salient to customers. Within these categories, the specific information Energy Made Easy requires could be altered more easily to account for minor improvements or changes.</p> <p>The draft guidelines also include additional information requirements for flexible plans, which include customer-focused categories like to whom the plan is best suited.</p>	<p>Cl. 25–28</p>
<p>Cl. 65–69</p> <p>Language requirements</p>	<p>Consolidated – These clauses set out the language requirements that apply to information provided to Energy Made Easy. They refer to a table which lists prohibited terms alongside the term required to be used instead.</p>	<p>Cl. 35–36, Table 1</p>
<p>Cl. 70–75</p> <p>Plan information documents</p>	<p>Changed – These clauses outline what plan information documents are, how they are generated by Energy Made Easy and how they must be provided to customers.</p> <p>The draft guidelines update these obligations in line with changes to how Energy Made Easy generates plan information documents. The draft guidelines also move the obligation to provide customers with a link to plan information documents as part of providing plan information generally.</p>	<p>Cl. 37–43</p>
<p>Cl. 76–78</p> <p>Generally available and restricted plans</p>	<p>Changed – These clauses provide detailed obligations and information with respect to what type of plan is considered ‘generally available’ and what type of plan is considered restricted.</p> <p>The draft guidelines are less prescriptive to allow for a multitude of new types of offers which may be restricted in a more nuanced way, such as according to the brand or capacity of a consumer energy resource. They establish a principle that generally available plans</p>	<p>Part 2 – Definitions</p>

Existing clause	Change	Draft clause(s)
Cl. 79–103 Providing links to plan information documents	Consolidated – These clauses outline the requirements for retailers, their agents and third-party comparison websites related to plan information documents for generally available and restricted plans. Reflecting updates to Energy Made Easy and the type of documents it produces, the draft guidelines include this obligation for all plans as a requirement to include a link to plan information as part of providing plan information.	Cl. 37–43
Cl. 104–105 Plan IDs	Consolidated – These clauses require retailers to refer to the plan ID when communicating with customers. The draft guidelines require plan IDs to be included as part of providing plan information.	Cl. 25(a)
Cl. 106–110 Describing discounting	Consolidated – These clauses outline obligations for describing discounts in retail marketing and highlights that the Australian Consumer Law applies regardless of anything contained within the guidelines. The draft guidelines are less prescriptive about these requirements. However, the draft guidelines require that plan information, including information about discounts, are presented in accordance with Part 3 – Design principles. The draft guidelines also state, for the avoidance for doubt, that the Australian Consumer Law is not affected by their operation.	Cl. 28(b) and Part 3 – Design principles
Cl. 111–116 Comparative tables	Removed – These clauses outline how to present and describe certain comparative information. They describe document and information that Energy Made Easy no longer produces and have been removed from the draft guidelines.	Removed
Glossary	Consolidated – The glossary contains definitions for certain terms. Where relevant, the draft guidelines consolidate these definitions into Part 2 – Definitions.	Part 2 – Definitions

Benefit Change Notice Guidelines

Existing clause	Effect and change	Draft clause(s)
Cl. 1 Overview of benefit change notice framework	Consolidated – This clause provides an overview of retailer obligations for providing benefit change notices under the retail rules. The draft guidelines consolidate this information into Part 1 – Overview.	Part 1 – Overview

Existing clause	Effect and change	Draft clause(s)
Cl. 2 Description of the term 'benefit change'	Changed – This clause explains what constitutes a benefit change. The guidelines can further clarify what is meant by 'benefit change' and what changes do not require a benefit change notice, called 'excluded changes.' The draft guidelines update the definitions for benefit change and excluded change in Part 2 – Definitions. These definitions together require that any change to an energy plan which affects the nature, type or financial value of a benefit requires a benefit change notice – even if the change is not directly to the benefit itself.	Part 2 – Definitions
Cl. 3–20 General overview and application provisions	Consolidated – These clauses provide general overview information about the guidelines, how they apply and how they are made. The draft guidelines consolidate this information into Part 1 – Overview as well as at the start of Part 5 – Benefit change notices.	Part 1 – Overview and Part 5 – Benefit change notices
Cl. 21 Signposting	Consolidated – This clause provides direction for how retailers should use the guidelines, which is replaced and/or restated so that it is relevant to the combined guidelines.	Part 1 – Overview and Part 5 – Benefit change notices
Cl. 22–23 When a notice must be sent	Consolidated – These clauses provide the circumstances in which a benefit change notice must be given. It is edited in the draft guidelines for clarity but its operation is not affected.	Cl. 45
Cl. 24–25 Definition of 'benefit change'	Changed – These clauses define the term 'benefit change.' The draft guidelines include 'benefit change' in Part 2 – Definitions. It includes minor edits to remove examples of non-financial benefits from the definition.	Part 2 – Definitions
Cl. 26–27 Examples	Removed – These clauses include examples of when a benefit change is or is not required. The draft guidelines do not include these examples. The definitions, design principles and definitions for 'benefit change' and 'excluded change' establish a principles-based framework for delivering benefit change notices which should make it easier for retailers to understand and carry out their obligations.	Removed

Existing clause	Effect and change	Draft clause(s)
Cl. 28–30 Definition of ‘excluded change’	<p>Changed – These clauses provide the definition of ‘excluded change’. The definition of ‘excluded change’ is included in Part 2 – Definitions of the draft guidelines which refers to a description of excluded changes contained in a new clause. It establishes that impact to the financial value of a benefit because of changes to the underlying price of energy still require a benefit change notice to be given, even if the change is not directly to the benefit itself.</p> <p>Both this definition and the definition of ‘benefit change’ work together to address a gap in consumer protections when benefit changes happen but only price change notification obligations arise.</p>	Part 2 – Definitions and Cl. 46
Cl. 31 Manner and form of benefit change notices	<p>Changed – The draft guidelines change the manner and form obligations for benefit change notices. They must include certain prescribed information and be prepared in accordance with the design principles in Part 3. This will improve the value of benefit change notices for customers by making their content easier to understand and simpler for retailers to develop and issue them.</p>	Cl. 47–49 and Part 3 – Design principles
Cl. 32 Formatting and clarity	<p>Consolidated – This clause requires that the prescribed information for benefit change notices must be clearly stated. Formatting requirements for benefit change notices are replaced by Part 3 – Design principles.</p>	Cl. 47(b) and Part 3 – Design principles
Cl. 33–34 Preferred method of communication	<p>Consolidated – These clauses require that benefit change notices must be sent in the customer’s preferred method of communication for written notices. The draft guidelines also clarify that, where a customer is affected by family violence, a retailer should only use a customer’s preferred method of communication.</p> <p>We have made minor changes for clarity and conciseness but their operation is not affected.</p>	Cl. 48–49
Cl. 35–36 References to Energy Made Easy	<p>Changed – These clauses provide options for including different references to Energy Made Easy depending on whether the benefit change notice is sent as a hard or soft copy. The draft guidelines change this to require the same information for all notices.</p>	Cl. 50(j)

Existing clause	Effect and change	Draft clause(s)
Cl. 37–40 Language requirements	Consolidated – These clauses included requirements to comply with certain language requirements when preparing benefit change notices. These requirements are replaced by an obligation to prepare benefit change notice in accordance with Part 3 – Design principles.	Cl. 47(b) and Part 3 – Design principles
Cl. 41 Fees	Kept – This clause requires retailers to give customers a benefit change notice at no fee or charge, including any administrative fee or charge.	Cl. 51
Cl. 42–45 Zoning	Consolidated – The requirements for ‘zones’ of information are removed. Formatting requirements for benefit change notices are replaced by Part 3 – Design principles.	Part 3 – Design principles
Cl. 46–50 Table of information required on benefit change notices	Removed – These clauses describe and include a table of prescribed information for benefit change notices which retailers are required to populate with information relevant to the customer. This table was introduced to help customers use Energy Made Easy when comparing plans. Now that Energy Made Easy is simpler to use, the table is no longer helpful for customers and is no longer required to be produced for benefit change notices.	Removed
Cl. 51 Formatting	Consolidated – This clause provides that retailers can use discretion for the placement of certain information subject to some restrictions. Formatting requirements for benefit change notices are replaced by Part 3 – Design principles.	Part 3 – Design principles
Cl. 52–60 Prescribed content and headline statement	Changed – These clauses set out the required content for benefit change notices, including a prescribed headline statement. The draft guidelines update content for benefit change notices by providing flexibility to develop a relevant and effective statement to indicate the benefit is being lost, instead of a prescribed statement to that effect. They also require that benefit change notices to include a better offer message and summary of plan information from the benefit change date. They remove the requirement to include a ‘do nothing’ amount.	Cl. 50

Existing clause	Effect and change	Draft clause(s)
Cl. 61–72 Do nothing amount and calculation method	Removed – These clauses specify the information a retailer must include on benefit change notices to help the customer understand the tariffs and charges payable on their plan following the benefit change date, and how they should calculate any monetary values which must be included on notices. The draft guidelines replace the ‘do nothing’ amount with a requirement to include a better offer message and summary of plan information.	Removed
Cl. 73–74 Instructions for using Energy Made Easy	Removed – These clauses specified instructions retailers must provide to customers on benefit change notices for how to use Energy Made Easy. The draft guidelines reflect Energy Made Easy has been updated and these instructions are now out-of-date.	Removed
Cl. 75–77 Presenting prescribed information	Consolidated – These clauses relate to how information is to be presented on benefit change notices. Formatting requirements for benefit change notices are replaced by Part 3 – Design principles.	Cl. 47(b) and Part 3 – Design principles
Glossary	Changed – This section of the guidelines provided definitions for key terms. Some of these terms, including ‘benefit change’ and ‘excluded change’ are updated by the draft guidelines.	Part 2 – Definitions
Appendix	Removed – The current Appendix provides visual examples of compliant benefit change notices which would not be relevant under proposed updates to guidelines.	Removed

Billing Guideline (formerly Better Bills Guideline)

Existing clause(s)	Proposed change	Draft clause(s)
Cl. 1–6 Application and commencement	Consolidated – These clauses provide general overview and operational information about the guidelines. In the draft guidelines, they are replaced and simplified by Part 1 – Overview.	Part 1
Cl. 7 Exemption for two or more premises	Consolidated – This clause creates an exemption from certain elements of the guidelines which applies to retailers issuing a single bill in for the sale and supply of energy at two or more premises. The	Cl. 70(d)

Existing clause(s)	Proposed change	Draft clause(s)
	exemption continues to apply in the draft guidelines with minor edits for clarity.	
Cl. 8 – 9 Application	Consolidated – These clauses provide application information about the guidelines. In the draft guidelines, they are replaced and simplified by Part 1 – Overview.	Part 1
Cl. 10 Transitional requirements	Removed – This clause provides for the requirements for bills during a transitional period which has ended. It is not required in the draft guidelines.	To be added following consultation on the draft guidelines
Cl. 11 – 20 Design principles	Changed – These clauses set out the design principles which must be applied to the preparation of bills. They form the basis of the design principles in the draft guidelines. In the draft guidelines, they are clarified, amended or added to in some places.	Part 3
Cl. 21 Signposting	Removed – This clause sets out the next sections of the guidelines. It is not required in the draft guidelines.	Removed
Cl. 22 Bills must accord with design principles	Consolidated – This clause requires that bills be issued in accordance with the design principles.	Cl. 53
Cl. 23 Tiered information on bills	Consolidated – This clause sets out the tiers of billing information.	Cl. 56
Cl. 24 – 25 Placement of Tier 1 information	Consolidated – These clauses require that only Tier 1 information be included on the first page of a paginated bill or at the beginning of an unpaginated bill. The draft guidelines consolidate this obligation into new clause 66.	Cl. 65
Cl. 26 Placement of Tier 2 information	Consolidated – This clause includes requirements for the placement of Tier 2 information.	Cl. 61
Cl. 27 Placement of other information	Consolidated – This clause allows retailers to include additional information provided it is not included before Tier 1 or 2 information.	Cl. 65

Existing clause(s)	Proposed change	Draft clause(s)
<p>Cl. 28</p> <p>Other requirements for Tier 1 information</p>	<p>Consolidated – This clause includes further requirements for Tier 2 information. The draft guidelines consolidated it into a new clause.</p>	<p>Cl. 61</p>
<p>Cl. 29–30</p> <p>Operation of laws in States or Territories</p>	<p>Consolidated – This clause provides allowances for the operation of a law of a State or Territory which requires information to be placed on bills, including requirements for placement. These allowances are consolidated into an ‘Exceptions’ section in the draft guidelines.</p>	<p>Cl. 70(a)</p>
<p>Cl. 31</p> <p>Emergency information</p>	<p>Consolidated – This clause allows for the inclusion of information about natural disasters, pandemics and emergencies.</p>	<p>Cl. 70(c)</p>
<p>Cl.32–36</p> <p>Retailer-initiated exemptions to include other information as Tier 1 information</p>	<p>Consolidated – These clauses establish an exemptions framework for retailers to request including other information as key or Tier 1 information. It includes a process which involves submitting a request that will be reviewed by the AER. The request must include certain information according to these clauses. They also provide for the process the AER must follow in response to such a request, including the factors to which it must have regard in deciding to approve or reject it.</p> <p>This framework is broadly unchanged by the draft guidelines, with minor clarifications and simplifications made to the required information for applications.</p>	<p>Cl. 66–69</p>
<p>Cl. 37–39</p> <p>AER power to include other information as Tier 1 information</p>	<p>Consolidated – These clauses provide the AER the ability to add or amend the required contents of bills from time to time. They included the process the AER must follow in making a decision to add or amend the required contents of bills and how we must communicate the decision. The draft guidelines maintain the current process with minor edits to the provision for clarity.</p>	<p>Cl. 71–72</p>
<p>Cl. 40</p> <p>Prescribed information in Tier 1</p>	<p>Changed – This clause provides the information that is Tier 1. The draft guidelines include changes to this information as outlined below:</p> <ul style="list-style-type: none"> • Add a new message prompting customers to check the ‘understand your bill’ section to see if they have received a rebate or concession. 	<p>Cl. 59</p>

Existing clause(s)	Proposed change	Draft clause(s)
	<ul style="list-style-type: none"> • Add a new message on final bills informing customers that concessions do not automatically transfer between retailers. • Present 'metering identifier information' in accordance with Part X (Standardised Terms) • Include the words 'tax invoice' alongside invoice numbers <p>Retailers may now also include concise explanatory text near headings to help customers better understand the information on bills.</p>	
<p>Cl. 41</p> <p>Prescribed information in Tier 2</p>	<p>Changed – This clause provides the information that is Tier 2. The draft guidelines include changes to this information as outlined below:</p> <ul style="list-style-type: none"> • Plan summaries are replaced by a more flexible obligation to include a summary of plan information. Plan information is defined to include certain categories of information, with extra information required for flexible plans. To avoid duplication, we have been clear about what is not required to be included in this summary because it is included elsewhere on the bill. • 'Understand your bill' sections must now include 'energy payments' as defined by the Retail Rules, where they apply to a customer's bill. • If any part of the customer's bill is based on an estimation, specific requirements for disclosing what proportion of the bill was estimated. 	<p>Cl. 62</p>
<p>Cl. 42–45</p> <p>Plan summaries</p>	<p>Changed – These clauses described the requirement for plan summaries on bills. Plan summaries are replaced by a more flexible obligation to provide customers with a summary of plan information as defined by the draft guidelines.</p>	<p>Cl. 62(a)</p>
<p>Cl. 46 – 63</p> <p>Better offer message</p>	<p>Changed – These clauses establish the better offer message framework and provide the calculation methodology for conducting a deemed better offer check. They also contain prescribed obligations for the content of better offer messages.</p> <p>The better offer framework is expanded by the draft guidelines. The deemed better offer is now a defined term, and the better offer message requirements are included in Part 4 – Comparative information. This is because the better offer message is required both on bill and benefit change notices, and consolidating</p>	<p>Part 4 – Comparative information</p>

Existing clause(s)	Proposed change	Draft clause(s)
	<p>these obligations into a single part materially improves the clarity of the guidelines overall.</p> <p>The prescribed wording for better offer messages is changed for retailers who re-use plan names. In these cases, retailers must include the month and year a deemed better offer plan commenced if it has the same name as the customer's current plan. These retailers must also include the month and year a customer's current plan commenced in the summary of plan information to help them understand that they can still switch to save money.</p>	

Customer hardship policy guideline

Existing clause	Change	Draft clause(s)
Cl. 1–3	Consolidated – These clauses provide an overview of the guidelines. They are consolidated by Part 1 – Overview and an introductory statement to Part 8 – Customer hardship policies.	Part 1 – Overview
Cl. 4–10 Requirements for developing a customer hardship policy in line with the Retail Law, Rules and AER guidelines.	Consolidated – These clauses refer to specific new rules that were relevant when the guideline was initially developed. They also provide general overview information. Where information is not relevant, the draft guidelines remove it. Otherwise, it is consolidated into new clauses.	Cl. 75–77
Cl. 11 Expectation for retailers to consider and adopt best practice approaches.	Consolidated – This clause sets out the AER's expectation that retailers will continuously improve their approach to helping customers experiencing payment difficulty due to hardship. The draft guidelines consolidate this expectation as an example for reasons a retailer may initiate a variation process.	Cl. 88, 118
Cl. 12 Communication should be guided by customer preferences and needs	Consolidated – This clause acknowledges that the term 'hardship' may not be relatable for all customers eligible for hardship protections. The draft guidelines use the terminology in the Retail Rules and Law and include statements about experiencing payment difficulty in the standardised statements.	Standardised statements
Cl. 13–15 Additional protections	Consolidated – These clauses acknowledge that there are additional protections for customers included in the Retail Rules and Law, including the principles to	Cl. 88

Existing clause	Change	Draft clause(s)
	which the AER must have regard when developing this guideline.	
Cl. 16–19 Compliance and enforcement approach	Consolidated – These clauses describe the AER’s approach to compliance and enforcement. The draft guidelines consolidate this information into Part 1 – Overview	Part 1 – Overview
Cl. 20–28 Interpretation and application	Consolidated – These clauses provide interpretation and application information as well as information about how the guideline was made. The draft guidelines consolidate this information into Part 1 – Overview.	Part 1 – Overview
Cl. 29 Signposting	Consolidated – This clause provides guidance on navigating the guidelines. The draft guidelines include this guidance as an introductory statement to this section.	Part 8 – Customer hardship policies
Cl. 30 Overarching responsibilities	Changed – This clause provides overarching requirements for customer hardship policies. The draft guidelines make a minor amendment to these overarching requirements by updating the timeframe in which a hardship customer must be provided assistance – from ‘as soon as practicable’ in the current guidelines to ‘within 10 business days’ in the draft guidelines.	Cl. 82
Cl. 31–32 Identification	Consolidated – These clauses provide the requirements for identifying customers experiencing payment difficulty. The draft guidelines maintain the operation of these requirements with minor edits for clarity.	Cl. 83
Cl.33–34 Specially trained staff	Consolidated – These clauses require retailers to have specially trained staff to deal with customers experiencing payment difficulty due to hardship. The draft guidelines maintain this obligation while consolidating it into a new clause.	Cl. 89
Cl. 35–40 Required information	Consolidated – These clauses provide the required information about a retailer’s hardship program that a retailer must include in their hardship policy. The draft guidelines maintain these requirements with minor edits for clarity.	Cl. 84–88
Cl. 41–43	Changed – These clauses provide requirements for how a retailer’s customer hardship policy must be	Cl. 89–95

Existing clause	Change	Draft clause(s)
	<p>provided to the customer or their representative, including formatting and accessibility requirements. The draft guidelines maintain these requirements with minor edits for clarity. They also require retailers to:</p> <ul style="list-style-type: none"> • add a statement in the policy which confirms that a retailer will provide the customer with a copy of their hardship policy at their request • ensure information included in their hardship policy is fair, reasonable and transparent. 	
<p>Cl. 44 Payment plans</p>	<p>Changed – This clause outlines obligations related to payment plans. The draft guidelines update this obligation to expressly require retailers to include certain information about how they will consider the customer’s circumstances when developing a payment plan. The draft guidelines remove the reference to the AER’s Sustainable Payment Plans Framework, which is now out-of-date.</p>	<p>Cl. 96</p>
<p>Cl. 45–52 Communication</p>	<p>Consolidated – These clauses provide obligations and information related to communicating with customers about the retailer’s hardship program. The obligations are broadly maintained while consolidated into new clauses.</p>	<p>Cl. 97–99</p>
<p>Cl. 53–54 Providing a copy of hardship policies</p>	<p>Consolidated – These clauses provide obligations for when retailers must provide customers a copy of their hardship policy. The draft guidelines consolidate these obligations into new clause.</p>	<p>Cl. 97–99</p>
<p>Cl. 55 Drafting error</p>	<p>Drafting error – The Retail guidelines review identified a drafting error with the current guidelines, specifically the omission of a ‘Clause 55’. This error is corrected in the draft guidelines.</p>	<p>Corrected</p>
<p>Cl. 56–57 Signposting</p>	<p>Consolidated – These clauses provide guidance on how to read the guidelines. This guidance appears in a text box beneath the Part 8 – Customer hardship policies (Processes and timeframes) heading.</p>	<p>Part 8 – Customer hardship policies (Processes and timeframes)</p>
<p>Cl. 58–64 Retailer-initiated variations</p>	<p>Consolidated – These clauses establish the framework whereby retailers may apply to the AER for approved variations to their customer hardship policy. The draft guidelines maintain this framework with minor edits to the provisions for clarity.</p>	<p>Cl. 118–121</p>

Existing clause	Change	Draft clause(s)
Cl. 66–67 AER-initiated variations	Consolidated – These clauses establish the framework whereby the AER may initiate a review or variation of a retailer’s customer hardship policy. The draft guidelines maintain this framework with minor edits to the provisions for clarity.	Cl. 114–117
Cl. 68–74 Process for considering variations	Consolidated – These clauses provide the process the AER will follow in approving or refusing a retailer’s request to vary their customer hardship policy. The draft guidelines maintain this framework with minor edits to the provisions for clarity.	Cl. 110–112
Cl. 75–76 Timeline for publishing policies	Changed – These clauses set out requirements related to publishing the customer hardship policy with reference to the Retail Rules and Law. The draft guidelines maintain the obligation to publish approved customer hardship policy and are updated to include an expectation that retailer publish their approved customer hardship policy within 5 business days of approval.	Cl. 105–109
Cl. 77–79 AER contact	Changed – These clauses include contact details for the AER. The draft guidelines update these details, remove the postal address and consolidate them into a new clause with edits for clarity.	Cl. 103–104
Cl. 80–82 Standardised statements	Consolidated – These clauses outline how retailers must include standardised statements in their hardship policies. The draft guidelines consolidate them into new clauses.	Cl. 123–127
Cl. 83–88 Standardised statements	Consolidated – These clauses require retailers to include the standardised statements following a standardised introductory statement. They are consolidated into new clauses.	Cl. 123–127
Cl. 89 Standardised statements	Consolidated – This clause provides the required wording for standardised statements. The standardised statements are broadly maintained, with some minor edits for clarity.	Cl. 123–127
Standardised statements	Tracked changes	Draft clause(s)
Standardised statement - Introduction	Introduction	Cl. 125(a) and ‘Standardised

Existing clause	Change	Draft clause(s)
	<p>If you are having trouble paying your energy bill, we're here to help.</p> <p>This policy applies to all residential customers living in [retailer to add states/territories] who are experiencing payment difficulties find it hard to pay their energy bills due to hardship.</p> <p>This may be for many different reasons, including:</p> <p>You might experience hardship because of factors like:</p> <ul style="list-style-type: none"> • a death in the family • illness or injury in the household • household illness • family violence • job loss or reduced income • unemployment • reduced income <p>This policy explains:</p> <ol style="list-style-type: none"> 1) how we can help you to manage your energy bills what we will do to help you manage your energy bills 2) how we consider your circumstances and needs 3) your rights as a customer in our hardship program. <p>You can ask a support person to contact us on your behalf. A support person may include:</p> <p>You can ask a support person to contact us, such as:</p> <ol style="list-style-type: none"> 1 a financial counsellor, community or social worker a financial counsellor 2 someone who helps you manage your energy bills, such as a trusted family member or friend 3 someone who helps you manage your energy bills <p>We will need your permission (which you can give us verbally or in writing) to talk to your support person on your behalf.</p> <p>We need your permission to talk to your support person.</p> <p>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.</p> <p>If you need help understanding this information, including any help with language or digital accessibility,</p>	<p>statement – Introduction'</p>

Existing clause	Change	Draft clause(s)
	<p>please let us know. We are here to help you understand the support available to you.</p>	
<p>Standardised statement 1 & 2 – Process to identify hardship customers</p>	<p>What we will do to help you</p> <p>We will tell you about assistance available through our hardship program if:</p> <ol style="list-style-type: none"> 1) you tell us you are having trouble paying your bill 2) you are referred to our program by a financial counsellor or other community worker 3) we are concerned that you may be experiencing financial-payment difficulties due to hardship. <p>We may will recommend that you speak to one of our staff members who can a staff member to help you join our hardship program if you have:</p> <ul style="list-style-type: none"> • a history of late payments • broken payment plans • asked for a payment extension requested payment extensions • received a disconnection warning notice • been disconnected for non-payment. <p>We can also support you to join our hardship program if you tell us if:</p> <ul style="list-style-type: none"> – you are eligible for a relief grant or other emergency assistance – you are experiencing have personal circumstances that make it difficult to pay your bills where hardship support may help. (for example, illness, job loss or a death in the family). <p>You may be having difficulty have trouble paying your bills for many different reasons.</p> <p>Please contact us so we can discuss your individual situation.</p> <p>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.</p> <p>Our staff are specially trained to help you with hardship. Staff will:</p> <ul style="list-style-type: none"> • ask you a few questions about your circumstances • work out if you can join the hardship program. 	<p>Cl. 128–129</p>

Existing clause	Change	Draft clause(s)
	<p>Our staff will help you join our program.</p> <p>We will assess your application for hardship assistance by [retailer insert deadline].</p> <p>We will let you know if you are accepted into our hardship program within [retailer to insert x business days] from receipt of the application.</p> <p>If you are accepted into our hardship program, we will:</p> <ul style="list-style-type: none"> • 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 if you are on the right energy plan or if there is a better plan for you • tell you about government concessions, relief schemes or energy rebates you may be able to receive • give you ideas about how to reduce your energy costs use • talk to you about a payment amount that suits your circumstances. <p>We can send you a free copy of our hardship policy.</p> <p>If you are not eligible for our hardship program, we will tell you why.</p>	
<p>Standardised statement 3 – Payment options</p>	<p>Payment options</p> <p>What we will do</p> <p>When you are in our hardship program, there are different payment options available to you hardship customers, including:</p> <ol style="list-style-type: none"> 1 payment plans and Centrepay. 1. payment plans 2. Centrepay <p>[Retailer to add all additional payment options available to customers including direct debit, bill smoothing].</p> <p>When you are in our hardship program, we We will also offer you flexible payment options taking into account your circumstances and how much you can afford to pay to suit your individual situation.</p> <p>To make your payment plan, we will consider:</p>	<p>Cl. 133–135</p>

Existing clause	Change	Draft clause(s)
	<ul style="list-style-type: none"> • how much you can pay • how much you owe • how much energy we expect you will use in the next 12 months. <p>This will help us figure out a payment plan that is right for you.</p> <p>We will offer a payment plan to suit your situation. This will include payments to cover:</p> <ul style="list-style-type: none"> • what you owe • an amount to cover your energy use. <p>We will send you information about:</p> <p>Once we agree to a payment plan, we will send you information including:</p> <ul style="list-style-type: none"> • 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 • when you need to make your payments (this is also called the frequency of the payments). <p>A how we worked out your payments.</p> <p>You can choose to use Centrepay, if you are eligible.</p> <p>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.</p> <p>We may be able to remove some debt from the amount you owe on your bill.</p> <p>Depending on the rules in our hardship policy, we may be able to remove some debt, fees or charges you owe.</p> <p>If you are in our program, we will not charge you any fees or charges (except network charges).</p> <p>We will see if another energy plan may be better for you. If you agree, we can transfer you to a better energy plan for free.</p> <p>If you miss a payment, we will contact you by your preferred method of communication to see if you need help.</p> <p>If we can't reach you through this method, we will try at least twice more through other methods such as SMS,</p>	

Existing clause	Change	Draft clause(s)
	<p>email, post, phone call, over a period not less than 10 business days.</p> <p>We will contact you by [retailer must explain contact process when a hardship customer misses a payment plan instalment.]</p> <p>What you must do</p> <p>Note: If you are a customer who is affected by family violence, additional protections are available for you.</p> <p>Where you have identified to us a preferred method of communication, we will only use this method of communication to contact you.</p> <p>If you can no longer make the payments in your plan, let us know so that we can review your payment arrangements.</p> <p>Tell us if your situation changes and you can no longer make the payments in your plan. We can then review your payment arrangements.</p> <p>It is also important to tell us if your contact details change.</p> <p>Tell us if your contact details change.</p> <p>We may stop helping you if you:</p> <ul style="list-style-type: none"> • stop making payments under your plan • do not tell us when your contact details change. <p>If you have had two payment plans cancelled in the last 12 months because you did not follow your plan:</p> <ul style="list-style-type: none"> • we may not we do not have to offer you another plan • we may might disconnect your energy, if your debt is over \$500. <p>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.</p>	
<p>Standardised statement 4 – Other supports</p>	<p>Other supports to help you pay your energy bill</p> <p>Depending on where you live the state or territory you live in, there may be are other supports to help you pay your energy bills.</p>	<p>Cl. 134–134</p>

Existing clause	Change	Draft clause(s)
	<p>What we will do We will tell you about other ways you can get help to pay your energy bill, such as:</p> <ol style="list-style-type: none"> 1. government relief schemes 2. energy rebates 3. concession programs 4. financial counselling services. <p>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, these programs, let us know as soon as possible so we can help you.</p>	
<p>Standardised statement 5 – Range of programs to assist</p>	<p>Our programs and services</p> <p>When you are in our hardship program, As a hardship customer, you can access a range of programs and services to help you: [retailer to insert other services/products available to hardship customers].</p> <p>What we will do:</p> <p>We will consider your individual situation to find the right programs (e.g. concession programs) or services that meet your needs.</p>	<p>Cl. 135–136</p>
<p>Standardised statement 6 – Process to review energy plan</p>	<p>We want to check you have the right energy plan</p> <p>What we will do</p> <p>When you join our hardship program, we will talk to you about your energy use and whether you are on the right plan.</p> <p>If we think there is a cheaper energy plan for you, we will:</p> <ol style="list-style-type: none"> 1. explain why the plan is better for you 2. ask if you'd like to transfer to the new plan for free; <p>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.</p> <p>We will only talk to you about energy plans we can offer.</p>	<p>Cl. 137–138</p>

Existing clause	Change	Draft clause(s)
<p>Standardised statement 7 – Energy costs</p>	<p>We can help you save energy</p> <p>There are ways to reduce the amount of energy you use, which can help you save you money.</p> <p>Using less energy can save you money.</p> <p>What we will do</p> <p>When you are in our hardship program, When you join our hardship program, we can discuss with you ways to use less energy. we can give you tips to use less energy.</p> <p>Depending on where you live, you may be eligible for energy efficiency upgrades.</p> <p>This can be different depending on the state or territory you live in.</p> <p>Contact us to find out how we can help you.</p>	<p>Cl. 139–140</p>
<p>Standardised statement 8 – Any variations specified or of a kind specified by the AER</p>	<p><i>Not applicable</i></p>	<p>Cl. 141</p>
<p>Standardised statement 9 – Any other matters required by the rules</p>	<p>We will work with you</p> <p>If you join have joined our hardship program, we will not:</p> <ul style="list-style-type: none"> ▪ require a security deposit ▪ charge late payment fees ▪ make changes to your plan without your agreement. <p>For example, we will not put you on a shortened collection cycle unless you agree first.</p> <p>If you join our program, we will not charge you any fees (other than network charges).</p> <p>You can contact your local ombudsman, if you are:</p> <ul style="list-style-type: none"> – 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] 	<p>Cl. 142–143</p>

Existing clause	Change	Draft clause(s)
<p>Standardised statement 10 – NEW: Disconnection as a last resort</p>	<p>Disconnection as a last resort option</p> <p>We will only disconnect your premises due to an inability to pay energy bills as a last resort option.</p>	<p>Cl.144–145</p>