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Draft AER Retail Guidelines and Notice of Draft Instruments

AGL Energy (AGL) welcomes the opportunity to provide feedback to the Australian Energy Regulator (the AER) in response to the abovementioned Draft AER Retail Guidelines and the Notice of Draft Instruments (collectively the Draft Guidelines) both of which form part of the AER's broader Retail Guidelines Review (the Review).

AGL commends the AER's ongoing efforts to streamline its guidelines and modernise the way retailers interact with regulatory requirements to improve consumer outcomes. AGL is fully supportive of the rationale behind the process underpinning the Draft Guidelines - we consider the Review is a timely opportunity to ensure relevant guidelines keep pace with industry change, align with broader regulatory reform and simplify regulation wherever possible. To this end, AGL refers to its earlier feedback on the AER's consultation paper¹ and ongoing engagement with the AER's consumer policy team, which we note has been highly engaging and collaborative to date.

While the Draft Guidelines present a valuable opportunity to simplify the regulatory framework and deliver meaningful consumer benefits, AGL is not persuaded that they have achieved these objectives in their current form. Instead, the Draft Guidelines substantially expand regulatory obligations without providing the corresponding gains in simplicity, certainty or customer outcomes that the AER seeks to deliver. The reforms are largely additive, overlaying new principles-based requirements onto an already complex prescriptive framework and thereby increasing compliance burdens, implementation risk and regulatory complexity for retailers. The proposed implementation timeframes are unrealistic, key provisions are drafted with material ambiguity regarding their scope and application, and several reforms rely on an evidentiary foundation that does not adequately reflect consumer preferences. Rather than removing barriers and enabling innovation, the proposed framework risks entrenching existing constraints while creating new ones. AGL strongly encourages the AER to adopt a more pragmatic approach that delivers genuine simplification, regulatory certainty, greater harmonisation with Victoria, and the removal of unnecessary barriers to innovation and competition.

Without refinement, the Draft Guidelines risk delivering more regulation, more complexity and more uncertainty - without the corresponding improvements in consumer outcomes, innovation or competition that the reforms are intended to achieve. AGL urges the AER to refocus the framework on simplification, certainty and practical outcomes.

To assist the AER's consideration of the above, AGL's feedback and recommendations are structured in two parts: this cover letter sets out our overarching views and key advocacy positions, while **Appendix A** (attached herewith) provides detailed analysis and recommendations on each relevant clause of the Draft Guidelines.

¹ AGL Energy Limited, *Retail Guidelines Review*, submission to the Australian Energy Regulator, 18 December 2025, available at <https://www.agl.com.au/content/dam/digital/agl/documents/about-agl/news-centre/2026/260512-agl-responds-to-the-aer-review-of-the-retail-guidelines.pdf>.

Summary of AGL's Overarching Views and Key Advocacy Positions

1. **Adopt Realistic Implementation Timeframes:** The proposed timeframes are unachievable. AGL requires significantly more time than the AER contemplates. Excluding mandatory provisions, we require at least 12 months to implement most of the changes, plus a further 12 months to finalise communications-specific changes.
2. **Deliver Genuine Simplification:** The Review cites the need to reduce complexity for the benefit of consumers, yet the changes are largely additive - little of substance has been removed, and most removals were already redundant. Intent and outcome diverge: the reforms aim to simplify, but it is questionable that this has occurred in practice. Customers face the same outcome at greater cost. This is not the radical simplification intended or desired by customers.
3. **Avoid Layering Complexity:** While the reforms introduce principles-based obligations, they layer these on top of prescriptive ones. This hybrid of principles and prescription is problematic for retailers, increasing regulatory burden and complexity.
4. **Provide Regulatory Certainty:** The principles-based obligations are a double-edged sword. Although intended to give retailers flexibility, their parameters are poorly defined, creating significant ambiguity around their application and scope.
5. **Ground Reform in Robust Evidence:** The Billing Guideline changes rest on BETA research that does not reflect broader consumer preferences or views.
6. **Prioritise National Consistency:** We seek harmonisation and consistency with Victoria - for example, the same-name plan convention.
7. **Unlock Innovation:** The Draft Guidelines process is an opportunity to address limitations in existing regulatory frameworks that inhibit innovative products and services. Although the Draft Guidelines introduce the concept of flexible plans, the new provisions impose more barriers than they remove.

1. Adopt Realistic Implementation Timeframes

AGL is primarily concerned that the AER's implementation timeframe is not feasible having regard to the scope and nature of the proposed changes. Final guidelines are expected in late September 2026, with commencement proposed on 31 December 2026. This would allow a mere three months to assess the final obligations, scope system change requirements, complete system and communication changes, undertake testing and assurance, and operationalise requirements. Many of the proposed changes are not simple updates and will require broader system, billing, communications and compliance impacts to be worked through. It is also worth noting that from mid-December 2026 there will be both a system change freeze in place as well as holiday period shutdowns impacting resourcing. This implementation timeframe is not achievable.

Instead, AGL considers that a revised and phased commencement timeframe is necessary. The specific rationale for these timeframes is articulated with respect to clause specific feedback in Appendix A. AGL also refers to the volume of concurrent reforms affecting the same systems, processes and communications, including hardship reforms, pricing reforms and jurisdictional changes. AGL requires that commencement on the Draft Guidelines occurs in accordance with the following timeframes:



Phase	Proposed Commencement
Mandatory obligations arising from the AEMC's Assisting Hardship Customers Rule	30 December 2026
All Other Changes (except Communications)	01 April 2028
Communications Changes	01 April 2029

2. Deliver Genuine Simplification

The Review has been guided by five objectives which includes the need to “clarify, simplify and streamline regulatory obligations”.² However, the Draft Guidelines largely add new obligations without removing meaningful existing requirements. Genuine simplification requires the removal of redundant and overlapping obligations, not the creation of additional layers of regulation that ultimately increase costs without delivering corresponding benefits to customers. Several proposals may broaden existing obligations beyond what is necessary to improve customer outcomes.

AGL is also concerned that these changes assume that providing more information will improve customer outcomes. In practice, adding extensive information to bills, notices and short-form communications may reduce customer comprehension, contribute to communications fatigue and obscure the key information customers need to make informed decisions. This is particularly relevant where changes to the Billing Guideline are premised on research that may not fully consider customer preferences, behaviours or the practical constraints of retail operations.

3. Avoid Layering Complexity

AGL supports the use of principles-based obligations where they genuinely provide flexibility and enable clearer, more customer-focused communications. This often necessitates removal of the prescriptive regulations which they supplant. However, the Draft Guidelines appear to layer principles-based obligations on top of existing prescriptive requirements. This hybrid approach is problematic as it creates uncertainty about compliance expectations, increases regulatory burden and may result in overlapping or unclear obligations.

4. Provide Regulatory Certainty

Retailers support principles-based regulation where it provides flexibility to deliver better customer outcomes. However, flexibility must be accompanied by clear boundaries. Many of the proposed obligations are drafted in a manner that creates material uncertainty about their scope, application and interaction with existing legal and regulatory requirements. The result is a framework that risks inconsistent interpretation, increased compliance costs and regulatory risk. The AER should refine the Draft Guidelines to provide clearer parameters, reduce ambiguity and ensure retailers can confidently implement reforms in a manner that delivers predictable outcomes for both businesses and customers.

5. Ground Reform in Robust Evidence

Regulatory reform should be supported by a compelling evidence base demonstrating both the existence of a problem and the likelihood that the proposed solution will improve customer outcomes. AGL is concerned that several significant reforms, particularly within the Billing Guideline, rely heavily on research that was limited in scale and did not assess broader consumer preferences or long-term outcomes. Before imposing substantial implementation costs on industry and customers, regulatory interventions should be supported by robust,

² Australian Energy Regulator, *AER Retail Guidelines: Notice of Draft Instruments*, June 2026, p. 3.



representative and outcome-focused evidence demonstrating that the proposed changes will deliver meaningful improvements in customer understanding, engagement and decision-making.

6. Prioritise National Consistency

The guidelines should better support harmonisation and consistency with Victoria and other related regulatory frameworks. Inconsistent approaches to similar issues, such as same name plan conventions, increase implementation cost and complexity for national retailers and may create inconsistent customer experiences. AGL encourages the AER to adopt nationally consistent and customer-tested approaches wherever regulators are seeking to address the same underlying issue.

7. Unlock Innovation

The Review presents a valuable opportunity to modernise regulatory settings and remove barriers that inhibit the development of innovative products, services and customer experiences. While the Draft Guidelines acknowledge emerging products such as flexible plans, many of the proposed requirements apply traditional regulatory approaches to a rapidly evolving market. In several cases, the reforms risk creating new compliance barriers, increasing costs and constraining the flexibility required to develop products that support electrification, customer energy resources and the broader energy transition. The regulatory framework should remain technology-neutral, proportionate and sufficiently adaptable to encourage innovation, competition and ongoing investment in better customer solutions.

To achieve their intended objectives, the Final Guidelines should meet four fundamental tests: they should deliver genuine simplification, provide regulatory certainty, be grounded in robust evidence, and unlock innovation. In AGL's view, the Draft Guidelines do not yet meet these tests. Refinement is required to ensure the reforms reduce complexity rather than add to it, provide clear and practical obligations, are supported by compelling evidence of customer benefit, and enable rather than constrain innovation and competition in a rapidly evolving energy market.

AGL welcomes continued engagement with the AER to ensure the Draft Guidelines can successfully deliver on this promise.

If you have any questions in relation to this submission, please contact Liam Jones on [REDACTED].

Yours sincerely,

A solid black rectangular box used to redact the signature of Liam Jones.

Liam Jones
Senior Manager Policy and Market Regulation



Appendix A – AGL’s Feedback on the Draft Guidelines

Parts 1 & 2: Overview & Key Definitions

Proposed Change	AGL Feedback
Part 1: Compliance and Enforcement	AGL notes that the Draft Guidelines set out a general and overarching warning that "a failure to comply with these guidelines may attract a civil penalty under the National Energy Retail Regulations"³. Noting that the NERR specifically designates whether a contravention constitutes a civil penalty provision, AGL recommends that this section specifically enumerates which civil penalty provisions apply to the various Parts and clauses within the Draft Guidelines. This is especially relevant given the consolidation and overlapping nature of certain Parts. While AGL notes that the preamble sections of <i>some</i> Parts contain references to civil penalty provisions (see for example, Part 7 or Part 8), by virtue of the consolidation of the Draft Guidelines, these preamble sections provide overlapping guidance. For example, the Part 7 preamble states that Parts 1, 2, 3, 4 and 7 comprise the Billing Guideline and may attract a Tier 3 civil penalty, whereas Part 8 sets out that Parts 1, 2, 3 and 8 form the Customer Hardship Policy Guideline, which pursuant to r. 75B(1) attracts a Tier 1 civil penalty. If it is intended that certain Parts of the Draft Guideline may attract multiple or different types of civil penalties, this should be expressly set out and differentiated to the extent possible.
Part 2: Definitions	<u><i>Benefit</i></u> The definition of “<i>benefit</i>” should be amended to state that it is “<i>limited to benefits under a market retail contract</i>”. The current reference to anything “associated with” a contract is overly broad and risks capturing benefits unrelated to energy pricing or plan design, including ancillary products, streaming subscriptions and VPP offerings. This could unnecessarily constrain future product propositions and create unintended regulatory consequences beyond Benefit Change Notices, including ambiguity in the interpretation and administration of broader NECF obligations. AGL’s Recommended Drafting: <i>A discount, reward or other advantageous feature, limited to benefits under a market retail contract, provided to a customer during the term of that contract.</i>
Part 2: Definitions	<u><i>Communications</i></u> AGL refers to the detailed feedback outlined in response to Part 3.
Part 2: Definitions	<u><i>Plan information</i></u> AGL seeks clarity on the definition of “<i>plan information</i>” and its application. AGL’s concern is that “plan information” is used in different contexts throughout the draft guidelines; sometimes meaning fact sheets (plan information documents) and alternatively, a broader set of information entirely that may be required across communications. If the definition of ‘<i>plan information</i>’ is intended to be wide in scope and replicated across multiple communications, it would likely have flow-through implications for complexity and customer experience. For example, if provided in bills and a range of other communications, it would require retailers to develop and integrate new and complex information across our systems and processes e.g., EME IDs that currently do not exist nor complementary to our systems. This would require at least 12 months to establish, let alone assess, test and integrate. More fundamentally, the proposal appears to transform the current ‘Bill Plan Summary’, which today provides a concise snapshot of key plan information, into a comprehensive summary of plan terms and conditions. This is not appropriate for billing communications and risks undermining customer comprehension. Bills are invoices, not disclosure documents. Requiring extensive plan information

³ Australian Energy Regulator, *AER Retail Guidelines – Draft*, June 2026, p. 1.

	within bills would increase complexity, overwhelm customers with excessive information, and ultimately reduce engagement with the information that matters most. AGL considers that detailed plan information is more appropriately provided at contract commencement (e.g. Welcome Packs) or when a customer changes plans, where it is relevant, timely and more likely to support informed decision-making. See Part 5 for AGL's detailed response on Plan information.
Part 2: Definitions	<u>Customer Obligations</u> AGL seeks clarity on the definition of 'customer obligations' as referenced in cl. 25(e).
Standardised Terms	AGL's bill templates currently conform to the requirements of the <i>standardised terms</i>. However, we note that the scope of cl. 4 extends to circumstances "where required by these guidelines". AGL contends that this provision should be clarified to mean "<i>where expressly required by these guidelines</i>" (emphasis added). Without this important qualification, the standardised terms could apply to every customer communication which, as discussed further below, would involve an onerous process of reviewing (and potentially uplifting) over 350 pieces of customer collateral to conform to the prescribed terminology. This would represent a significant cost imposition with marginal consumer benefits. AGL's Recommended Drafting: <i>Where expressly required by these guidelines, a retailer must present the following terms (if applicable) in the prescribed manner below.</i>

Part 3: Design Principles

Proposed Change	AGL Feedback
Scope	<u>Communications</u> The definition of 'communications' adopted in Part 2 has the practical effect of capturing <i>any</i> communication between a retailer and a customer. Furthermore, it does not define the channel or method by which the communication takes place and, on a plain language interpretation, could involve both written and verbal communications. Expanding this requirement to verbal communications could make strict compliance all but impossible, save for the increased use of heavily prescriptive regulatory scripting, which leads to poor customer experience and outcomes. While the <i>objective</i> of the Design Principles applies only to '<i>prescribed information</i>', the remainder of the Design Principles are unconstrained (save for references to the prominence of '<i>key information</i>'). The <i>prescribed information</i> qualification itself is unclear as to whether it captures only the communications expressly required under the Draft Guidelines, or any communications related to obligations in the Draft Guidelines - see, for example, communications to hardship customers. An additional and significant issue is the hybrid application of principles-based outcomes concurrently with prescriptive obligations which results in contradictory requirements for notices that have express regulatory requirements. An example of this (which is discussed further herein under Part 8), is where retailers are required to refer to "shortened collections cycles" in retailer hardship policies, which would have little to no practical meaning for most consumers. The net effect of this definition is that AGL would need to undertake an extensive and expansive review of all customer-facing collateral to assess whether it complies with the Design Principles. AGL has assessed that this would involve more than 350 unique communications which form over 600 letter/email templates requiring both review and a detailed regulatory assessment of their conformance with the Draft Guidelines. This exercise alone would take a significant amount of time - without even considering the time and effort then required to uplift the templates to conform with the Design Principles. AGL estimates that this component of the Draft Guidelines would require an additional 12 months of implementation time over and above other elements. This effort and cost would also be exponentially compounded when read in conjunction with the requirements relating to culturally and linguistically diverse customers (see below).

	AGL's Recommended Drafting: <i>Communications means written communications that are expressly required by these Guidelines to provide prescribed information.</i>
BETA Research	AGL notes that the Draft Guidelines rely upon the research and insights from the Behavioural Economics Team of the Australian Government (BETA). While there is some value in considering the outputs of that research, AGL cautions against attributing too much weight on its findings for the following reasons: • This research was intended to be just one part of a broader review of the Better Bills Guideline undertaken by the AER. The remainder of that research does not appear to have been completed. • The impact report only considered post-implementation bills relative to pre-implementation bills – it didn't consider whether the BBG was the 'best' way to convey billing information to consumers. • The quantitative assessment of pre- and post- implementation bills was limited to an 11-member consumer expert panel and as such, may not be reflective of broader consumer views. For example, there were different perspectives expressed through the qualitative feedback provided between the expert panel and the consumer interviews. • The BETA research did not assess the impact of the BBG on consumer outcomes such as debt, hardship, calls or complaints. For example, it concluded that better offer messaging was an effective prompt to encourage consumers to compare and switch energy plans but didn't proffer any data showing how switching rates have been impacted. • The qualitative feedback was limited to a small sample size of 30 consumer respondents and the 11-member consumer expert panel. • The pop-up survey data findings found that most customers (~75%) weren't driven to EME because of their better offer message. • The report acknowledged subjectivity and variance in retailer interpretation and implementation which was reflected in the distribution of the bill ratings. Given the variability in retailer implementation, the research didn't identify the extent to which improvements were a by-product of the BBG, or the design decisions taken by the retailer. • While many of the findings point to 'on average' improvements, there are still examples of where pre-implementation bills rated higher than post-implementation bills. • The research didn't track long-term findings/observations.
Cl. 6	AGL supports the proposed intent of the 'objective' but considers it unnecessary as it seeks to duplicate pre-existing and overarching legal obligations. The objective to act "fairly and honestly" is adequately reflected in the general and specific protections contained within <i>The Australian Consumer Law</i> (ACL), including but not limited to prohibitions against misleading or deceptive conduct⁴, false or misleading representations about goods or services⁵ and unconscionable conduct in connections with goods or services⁶. The explanatory note accompanying the objective references a "heightened risk of gaps in protections for customers", yet no evidence has been provided of any gap or shortcoming in the application of the ACL to retail energy frameworks. As such, AGL questions the efficiency and/or effectiveness of introducing overlapping regulatory frameworks. AGL's Recommended Drafting: <i>Cl. 6: The objective of the Design Principles is to promote the clear, accurate and accessible presentation of prescribed information in communications.</i> <i>Cl. 7: Retailers must take reasonable steps to give effect to the objective.</i>

⁴ *Competition and Consumer Act 2010* (Cth) sch 2 ('Australian Consumer Law') s 18.

⁵ *Competition and Consumer Act 2010* (Cth) sch 2 ('Australian Consumer Law') s 29.

⁶ *Competition and Consumer Act 2010* (Cth) sch 2 ('Australian Consumer Law') s 20.

Cl. 9	AGL supports this change in principle but calls for more pragmatic drafting that recognises the use of obvious and/or non-controversial everyday abbreviations or acronyms without the need for accompanying plain language explanations. Examples of this include, but are not limited to, abbreviations such as 'GST', 'AM/PM' or 'CRN' in the context of Centrepay payments where the use of the abbreviation is consistent with the Services Australia's own use of the abbreviation. AGL's Recommended Drafting: <i>Communications should avoid unnecessary jargon, technical terms, uncommon terminology, abbreviations and acronyms. Where such terminology is likely to be unfamiliar to customers, a plain language explanation should be provided.</i>
Cl. 10	AGL is supportive of measures to improve accessibility and engagement for customers with disability and/or those who may be culturally and linguistically diverse. However, AGL <u>does not support</u> the proposed drafting of the principles in cl. 10(b) and 10(c) for the reasons set out below. <u>Clause 10(b) - Accessibility</u> AGL is committed to supporting customers with disability and anyone with accessibility needs. We aim to offer ways everyone can easily access our products and services, regardless of ability or circumstances⁷. AGL recommends clarification as to the scope or extent of the accessibility standards contemplated under this provision. On the current drafting, it is unclear whether this is intended to be a reference to <i>digital</i> technical standards such as the Web Content Accessibility Guidelines 2.2 Level AA (WCAG), or whether it is intended to capture other forms of accessibility protection - such as for customers with low vision, or customers who are deaf or find it difficult to hear or speak. AGL's Recommended Drafting: <i>10(b) meet appropriate <u>digital</u> accessibility standards</i> <u>Clause 10(c) – Culturally and Linguistically Diverse Customers</u> AGL <u>does not support</u> the proposed drafting of cl. 10(c), in so far as the obligation to "adequately adapt" communications is highly ambiguous and it is unclear as to what is expected of retailers. This raises several significant concerns: • Needs: The "needs" of culturally and linguistically diverse customers will differ significantly from person to person. A retailer may not be able to pre-empt or infer a customer's needs unless they are communicated to the retailer - which would, ironically, limit support for customers who cannot or will not engage with their retailer. • Translation: On a plain reading of the obligation, retailers might be expected to translate customer communications. However, the costs involved in translation services are sizeable. AGL has undertaken an exercise to quantify the potential cost of translation. Market rates for translation of specialist accessibility, Easy English, co-design, testing or translated customer-facing content requiring review and assurance are between [REDACTED]. Having regard to the possible range of total translation costs that retailers might incur, where the known variables are number of documents, number of languages, hourly translation rate and expected duration of translation, the potential range of retailer translation costs are between [REDACTED] through to in excess of [REDACTED]. These costs are separate from the retailer costs to implement the outputs of those translations. • Scope: It is unclear the number of communications to be translated (see points above) and which languages relevant communications would need to be translated to as these are not defined. The Australian Bureau of Statistics estimates there are over 350 different languages spoken in Australia⁸. When multiplied by the number of potential

⁷ AGL Energy, 'Accessibility', *About AGL*, accessed 17 July 2026, <https://www.agl.com.au/about-agl/sustainability/accessibility>.

⁸ Australian Bureau of Statistics, *Australian Standard Classification of Languages (ASCL)*, 2025, 28 March 2025, accessed 17 July 2026, available at <https://www.abs.gov.au/statistics/classifications/australian-standard-classification-languages-ascl/2025>.

	communications captured by the Design Principles (see separate feedback above on this point), the number of permutations of communications requiring translation is material. • Vendor Capability: Energy retailers often utilise the services of third-party print houses to support the delivery of customer collateral, including bills. It is AGL's understanding that some print houses may not have the necessary technical capabilities to produce translated content in the full suite of languages contemplated above. Furthermore, print houses may need to independently test and verify the accuracy of content built into their systems, which may duplicate the translation costs previously outlined. • Resource Constraints: If all retailers are attempting to translate key documents following a final decision, we expect there will be resourcing constraints on translation service providers, which may cause further implementation delays for retailers. • Change Management: Where customer collateral changes over time - including through ongoing regulatory reform processes - the above steps will need to be repeated at significant ongoing cost. There has been discussion around the potential use of digital or artificial intelligence driven translation services, however these present compliance risk and should not be imposed as requirements on retailers at this time – as the technology progresses this may change. This regulatory risk arises in circumstances where retailers cannot verify or control the final output. There are also privacy implications with the use of these tools, as they often require customers to upload or share their personal information with the service provider. AGL understands these issues were contemplated in a recent Financial Counsellors' Association of NSW initiative to test the use of AI-powered interpreter platforms, which nonetheless determined that it was "not viable at this point in time".⁹ Instead, AGL's recommended approach is that retailers could be required to make customer collateral available in digital formats conducive to being ingested and/or interpreted by software or AI platforms of the customer's choice. This ensures that customers have the final say in how and where their personal information is shared, and that they can use the platforms they are most familiar and comfortable with – recognising that these are most likely to be very different platforms than which retailers might otherwise have engaged. AGL's Recommended Drafting: <i>CI. Information in communications must:</i> ➤ <i>be provided in a format capable of being accessed, translated or interpreted using technologies chosen by the customer.</i> -or- ➤ <i>where reasonably practicable, have regard to the cultural and linguistic diversity of customers.</i>
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Part 4: Comparative Information

Proposed Change	AGL Feedback
Scope	AGL supports helping customers compare offers and identify meaningful savings. However, it is important that the better offer framework remains practical, customer-focused and aligned with existing frameworks, including Victoria's 'best offer' framework. Some of the proposed requirements may additionally stifle innovation and product development. This is particularly relevant to flexible plans, bundled services and future consumer energy resource offerings. Retailers should be able to develop new products and services without facing premature or overly prescriptive regulatory requirements that cannot accommodate emerging technologies,

⁹ Financial Counselling Industry Fund, 'Outcomes and Feedback – 2025 Innovation Grants', accessed 17 July 2026, available at <https://www.fcif.org.au/outcomes-2025innovationgrants>.

	customer behaviour, network tariff settings or third-party dependencies. The guidelines should remain technology-neutral and avoid discouraging products that may improve affordability, competition and customer choice. Several proposals additionally require clarification or amendment to avoid unnecessary compliance burden, including the treatment of hardship customers, non-financial benefits, better offer message eligibility criteria, multi-site negotiated arrangements, upfront incentives, retailer contact channels and Energy Made Easy links or identifiers. These matters are addressed in detail elsewhere in AGL's submission. AGL also submits that reforms dependent on Energy Made Easy (EME) capability should not commence until the relevant technical standards, system functionality and integration pathways are settled. Several proposed obligations assume a level of functionality and integration that does not currently exist, including the incorporation of EME-generated plan IDs and links into retailer systems and communications. Without corresponding improvements to EME, these requirements risk imposing significant implementation costs while delivering limited value to customers.
Cl.14	AGL recognises the AER's intent behind the proposed comparative information objective and supports compelling customers to proactively compare their bills to improve outcomes. While AGL supports its overarching intent of the objective and the flexibility a principles-based approach brings, the application of the objective appears to duplicate existing regulatory and compliance obligations under the <i>Competition and Consumer Act 2010</i> (Cth), creating ambiguity and uncertainty for retailers (see below). AGL considers that the comparative information framework should remain targeted, proportionate and clearly linked to actionable customer outcomes. The Draft Guidelines should avoid duplicating existing regulatory obligations or expanding comparative information requirements in a way that creates uncertainty or an unnecessary compliance burden for retailers. Despite the above, AGL strongly supports the AER's decision to maintain the calculation for the 'better offer' under the Draft Guidelines.
Cl. 15-16	AGL would welcome confirmation in the Draft Guidelines that the deemed better offer assessment is intended to align with the Victorian best offer framework in respect of tariff structures. This confirmation would assist given the AER's Solar Sharer Offer fact sheet dated May 2026 left the position unclear, and the consultation paper itself does not address these structures in the context of better offer messaging. Delivering this information within customer communications is operationally complex and involves significant cost. Moreso, unnecessarily complex regulation could risk unintended customer detriment, for example by confusing rather than assisting customers, or by prompting switching to tariff structures ill-suited to their circumstances. In the event the AER intends to alter these obligations, we consider that further engagement and a targeted consultation would be required to properly consider the issues and to ensure that any change is fit for purpose, operationally viable, and avoids creating unnecessary complexity or detriment for customers.
Cl. 16 (definition of better offer)	AGL <u>supports</u> the proposed change that would increase the annual savings threshold to \$50, which aligns with Victoria's minimum threshold under the <i>Energy Retail Code of Practice</i> (ERCoP). This change will provide a consistent and more meaningful customer experience.
Cl. 19 (a-f)	The proposed rules require "<i>where the deemed better offer is subject to conditions or eligibility criteria, state that conditions apply and set out the nature of those conditions</i>". AGL submits that each offer in the market can contain varying eligibility criteria and conditions. As a result, retailers are required to maintain a large matrix of 'better offer' message variants to meet this obligation. Beyond compliance measures, the area occupied by a 'better offer' message in any document is limited, particularly on the front page of a bill. This is compounded by other proposed changes to Tier 1 information. Consequently, AGL considers this proposal impractical. AGL suggests that a more 'customer friendly' and operationally efficient way to meet the same intention would be to provide a link within the 'better offer' message to a webpage where retailers are able to effectively maintain, update and dynamically store specific eligibility criteria and

	conditions. This would give customers access to the most accurate and up-to-date information, while avoiding unnecessary delays in bringing new products to market by removing the need to update bill messaging before an offer can be launched. It would also reduce communication fatigue and provide retailers with greater flexibility to maintain and update product information as offers evolve. <i>AGL's recommended drafting:</i> <i>where the deemed offer is subject to conditions or eligibility criteria, refer the customer to a link to your website that states what conditions apply, the specific eligibility criteria and set out the nature of those conditions.</i> The Draft Guidelines also propose that, where a deemed better offer has the same plan name as the customer's current plan, the retailer must state the deemed better offer plan name, followed by the month and year the deemed better offer plan commenced in (Month-YYYY) format. AGL does not agree with this proposal and recommends a principles-based approach to plan versioning (which is prospective only) should apply - similar to the equivalent Guideline issued by ESC.¹⁰ Refer to AGL's response in cl. 25(a)(i) for further detail.
Cl. 22	AGL recommends that the AER consider an exemption for customers supplied under negotiated multi-site arrangements (for example where there are at least 10 sites under a negotiated agreement). In these circumstances, a better offer message may be confusing or unhelpful. For example, retailers may have negotiated agreements that are conditionally priced based on a minimum number of sites or volume signing up to a particular plan. If one site takes up a different 'better offer', that could void the agreement. <i>AGL's recommended drafting:</i> <i>(f) there is a multi-site (at least 10 premises) contract arrangement under negotiated agreement.</i>
Other	While not specified in the Draft Guidelines, the accompanying <i>Notice Instrument</i> implies a 'better offer' message must remain available for a "reasonable time", which is suggested as 15 business days. This could be challenging in practice as it could equate to around 24 calendar days (e.g. over Easter / Christmas), during which plans may have changed multiple times in the market. <i>AGL recommends 13-calendar days as a reasonable period.</i> Based on our internal methodology, AGL views this timeframe allows for postage for a bill to a customer, a reasonable amount of time for a customer to decide if they wish to change, and potentially a likely workable number to apply around holiday periods.

Part 5: Plan Information

Proposed Change	AGL Feedback
Cl. 25	AGL supports measures to help customers understand and differentiate between the key features of standing and market offers, and enable them to make the right choice for their circumstances. However, while the intent is well understood, Part 5 fails to provide clarification on the AER's expectations on where retailers should display plan information, beyond factsheets. AGL would welcome clarification regarding where plan information should be displayed in this provision. The AER's interpretations of plan identity and pricing structure are also unclear. Please refer to AGL's feedback in cl.15-16 for our expanded response on this issue.
Cl. 25(a)(i)	AGL does not support the AER's proposed plan naming (month-year) convention to address version control. While we support the objective of helping customers distinguish between different plan versions, the proposed approach is unlikely to support improve customer outcomes in practice.

¹⁰ Essential Services Commission, *Guideline: Best Offer Messages*, 1 October 2026, accessed 17 July 2026, available at https://www.esc.vic.gov.au/sites/default/files/documents/GL%20-%20Guideline-Best%20Offer%20Messages%20-%201%20October%202026%20-%2020261001_2.pdf

	The proposal is highly prescriptive and extends beyond the AER's stated principle-based intent. Its potential application to existing (and particularly restricted) plans would create implementation complexity, compliance burden and costs estimated to be at least [REDACTED] (excluding implementation of EME IDs and rollout to broader communications) for retailers like AGL, despite limited evidence that it would improve customer outcomes. This would be more pronounced if applied to all retrospective plans. More fundamentally, the proposed convention is unlikely to address the underlying problem. AGL research involving [REDACTED] found that date-based plan names were commonly interpreted as the date a customer <i>commenced their contract</i>, rather than the version of the plan itself, potentially increasing confusion - an issue that would likely be accentuated where multiple offers were released in the same month. It is also worth noting that the proposal diverges from Victoria's principles-based approach.¹¹ AGL considers a principles-based framework to be preferable in this context, as it provides retailers with the flexibility to communicate plan information in a manner that best supports customer understanding, rather than prescribing a specific format. We encourage the AER to adopt a similar principles-based approach, particularly for prospective plans. Aligning with Victoria in this regard (while excluding restricted and back-book plans, given the broader drafting of the Plan Information requirements) would improve regulatory consistency, reduce implementation costs and complexity, while allowing retailers to leverage existing systems and processes. Any naming convention should also be tested in the customer channels where it will appear, including bills, better offer messages, Energy Made Easy, plan information documents, applications and call centre systems, as an approach that works in a table may not work in a constrained customer communication. More broadly, the Draft Guidelines should be coordinated with the significant volume of concurrent reforms affecting the same systems, templates and customer journeys. Specifically, this includes the AEMC's customer communication and engagement rule change,¹² the ERCoP review,¹³ and smart meter and hardship reforms.¹⁴ Sequencing overlapping reforms and providing appropriate transition periods would reduce implementation costs, minimise customer disruption and help avoid unnecessary jurisdictional differences in customer communications.
Cl. 25(f)	AGL does not support this change and submit the requirement to include a "link to plan information documents" is not fit for purpose. It is not feasible to store and present all links, including for plans that are no longer in the market (some of which precede the current version of EME, introduced in 2018). Given the draft clause requires a link to Plan information to be incorporated in documents such as benefit change notices and bills, it would not only extend these documents beyond their purpose but provide possibly unnecessary information to customers as above.
Cl.26	AGL supports the objective of assisting customers to better understand flexible plans. However, we have reservations about how the proposed requirements would operate in practice. Flexible plans vary by design and are configured on individual customer usage patterns. Retailers have limited visibility of a customer's self-consumption, as this occurs behind the meter, making it difficult to provide accurate forecasts, comparisons or personalised guidance. While retailers can explain the general characteristics of a flexible plan, customers have diverse circumstances, technologies and objectives that influence whether a plan may be suitable for them. Outcomes are also affected by factors outside a retailer's control, including seasonality, third-party technologies,

¹¹ Essential Services Commission, 'Guideline: Best Offer Messages', accessed 17 July 2026, available at <https://www.esc.vic.gov.au/electricity0-and-gas/electricity-and-gas-codes-guidelines-and-policies/energy-guidelines/guideline-form-and-content-deemed-best-offer-messages>.

¹² Australian Energy Market Commission, *Requiring Retailers and Distributors to Engage with Customers in a Way that Meets Their Needs* (rule change proposal), accessed 17 July 2026, available at <https://www.aemc.gov.au/rule-changes/requiring-retailers-and-distributors-engage-customers-way-meets-their-needs>.

¹³ Essential Services Commission, *Reviewing the Energy Retail Code of Practice*, accessed 17 July 2026, available at <https://www.esc.vic.gov.au/electricity-and-gas/codes-guidelines-and-policies/energy-retail-code-practice/reviewing-energy-retail-code-practice>.

¹⁴ Australian Energy Market Commission, *Assisting Hardship Customers Rule Change*, accessed 17 July 2026, available at: <https://www.aemc.gov.au/rule-changes/assisting-hardship-customers>

	network tariff settings, interoperability and dynamic operating envelopes. For example, battery reward plans can deliver different outcomes depending on customer circumstances and seasonal conditions, making it difficult for retailers to provide definitive statements about expected benefits. It is important that the Guidelines reflect current market realities and apply requirements within the bounds of what is practically available. Retailers can only provide limited information about which flexible plan may be appropriate for a customer and how that customer may derive value from it. Requiring provision of additional information does not necessarily improve customer understanding. Information on charging windows, time bands and rates, for example, may be difficult to interpret without detailed knowledge of a customer's circumstances and can become counterproductive if it relies on assumptions that do not reflect an individual customer's situation. This may inadvertently discourage customers from engaging with products that could otherwise benefit them. AGL considers that information about customer benefits and the automation of energy resources presents similar challenges for the same reasons. AGL recommends the Draft Guidelines should use terminology such as identifying the type of customer a plan <i>may</i> be suited to and outlining what a customer <i>could</i> do to maximise the value of the plan, rather than requiring definitive or personalised statements. We also recommend the removal of prescriptive requirements relating to the extent of retailer involvement in the automation of energy resources and how a retailer will ensure a customer is protected from paying unreasonably high bills. The market is evolving rapidly and continues to develop innovative ways to lower customer energy costs. New flexible products, such as AGL's <i>EV NightSaver</i> plan, which provides a low off-peak charging rate of 8c between 12am and 6am, are important enablers of a more secure, affordable and efficient energy market. Similar innovations, including other EV charging products e.g., virtual power plants, Battery Rewards Plans and other flexible resources should not be constrained by premature regulation. Excessively prescriptive requirements risk discouraging investment and innovation by creating regulatory barriers that undermine the benefits these products can deliver to customers. In addition, industry is already making substantial investments to support the energy transition and customer decarbonisation. Imposing further compliance costs of [REDACTED] requirements that are, in our view, unlikely to deliver meaningful additional customer value is difficult to justify. AGL submits that the Guidelines should include a carve-out, or a more flexible compliance framework, for innovative and flexible energy products and plans. This would help ensure innovation can continue to thrive, competition can grow, and customers can access the best possible prices, products and energy services as the market evolves. AGL's Recommended Drafting: <i>For the avoidance of doubt, cl. 26 should not apply to plans or services that incorporate distributed energy resources, virtual power plant participation, battery reward arrangements, electric vehicle charging services, demand response services, or other innovative energy services where customer outcomes are materially dependent on customer behaviour, behind-the-meter consumption, exports, third-party technologies, network tariff settings, interoperability requirements, dynamic operating envelopes, or other factors outside the retailer's reasonable control. This exclusion does not apply solely because a plan contains time-of-use pricing structures, where customer outcomes can reasonably be explained by reference to published tariff periods and rates.</i>
Cl.27(a)	Refer to AGL's response to cl. 26.
Cl. 27(b)	AGL already provides plan information to individuals who register for flexible plans in their 'Welcome Packs'. However, we seek clarity on whether the 7-business day requirement applies where a flexible plan is restricted, bespoke or has eligibility criteria such as a "super off-peak" plan that is usually applied in EV charging scenarios. Providing a summary plan in such circumstances would be extremely challenging for a retailer. Where battery, EV, VPP or other flexible products are treated as restricted plans and documentation is generated on request, retailers may need to create and issue tailored plan summaries within seven business days. Testing would also need to occur, which would be

	unrealistic in this timeframe, as it would create significant capacity and prioritisation issues, particularly if customer volumes increased. This is a nascent area - one that also significantly assists with customer costs. It would be premature to apply such regulatory restrictions until the market is more mature to avoid slowing product development and discouraging innovation. A carve out under the Draft Guidelines for these products would be welcome.
Cl. 32-33	AGL <u>does not support</u> this proposal. The proposed expansion of Plan Information obligations is not matched by the current capabilities of the Energy Made Easy (EME) platform or the technical integration mechanisms available to retailers. The proposal assumes a level of integration between retailer systems and EME that does not currently exist. EME-generated plan identifiers are only available after information has been submitted and processed by the platform, creating practical challenges where customer communications may be generated before those identifiers are available. The absence of API-based integration would require significant system development, particularly as EME plan identifiers are not currently maintained within core billing and customer management systems. The proposal also places increasing reliance on EME without equivalent certainty that the platform can support and present the required information, including flexible plan information, reference prices, estimated bill information and regulated tariff arrangements. Retailers should also have greater flexibility to maintain retailer-facing plan identifiers and customer-facing fact sheets while continuing to provide the necessary data to EME. Accordingly, any expansion of Plan Information obligations should be contingent on corresponding enhancements to EME, including APIs or equivalent integration solutions, early release of technical standards, confirmation that EME can support all required information, and sufficient implementation time following finalisation of EME-related technical requirements. Without these supporting measures, the proposal risks imposing significant implementation costs and operational complexity while delivering limited additional value to customers. AGL is particularly concerned and seeks clarity if EME plan IDs are to be included in written customer communications and digital customer experiences. This would represent a significant expansion of the current obligation, while providing limited customer benefit, as it may not be relevant to all contexts. To avoid ambiguity, AGL recommends replacing the term "communications" with "conversations". Requiring EME plan IDs to be displayed across customer communications would impose significant implementation costs and system changes while delivering limited customer benefit. AGL holds additional concerns about the requirement to include EME ID (and links) in any documents outside of the BPID. This is because EME IDs and links are not stored in our own billing systems, from where they can be passed through to customer communications. Instead, we present the ID and links on our website. If retailers are to be required to include EME IDs / links in a wider set of communications this will require system integration with EME (for example APIs) which don't exist today. This would mean significant development effort and associated cost. This point is expanded upon under ss. 32 & 33. A further complexity to this issue is that EME IDs are created at the point of generation of the EME portal. Therefore, once each of these IDs is created, retailers would be required to update their systems to reference each plan. Consequently, the approach would likely be exposed to potential procedural errors due to possible data delays, alongside ongoing compliance burden for both parties. As an alternative approach, AGL recommends permitting retailers to generate our own personal plan IDs that link to a BPID, as this would allow for syncing in-market plans to public BPID documents.
Cl. 35	Refer to AGL's feedback in cl. 14.
Cl. 37-38	Refer to AGL's feedback in cl. 32-33. Specifically addressing cl. 37, AGL disagrees with existing and the AER's newly proposed requirement for retailers to develop BPIDs for restricted offers. In our view, there is limited



	customer value in producing a plan information document in these scenarios as restricted offers are, by definition, not broadly available or comparable offers. Instead, AGL submits the requirement should be for retailers to develop and share restricted BPIDs with customers on request. <i>AGL's Recommended Drafting:</i> <i>Retailers must provide and share plan information documents on restricted plans on request.</i> <i>Energy Made Easy will generate the plan information document referred to in clause 37, for each plan submitted by retailers when requested.</i>
Cl. 39	AGL holds significant concern regarding this proposal. As EME does not recognise and is unable to present Default Marker Offer 8 comparison prices, there is inconsistency with the AER's ask of retailers and its policy intent for this proposal. There is also conflict between this regulatory proposal and the new DMO requirements under <i>Competition and Consumer (Industry Code—Electricity Retail) Amendment Regulations 2026</i>. If retailers are being asked to provide more information, the AER must ensure the government portal can present that information accurately. AGL also seeks clarity on whether the government comparison portal will display comparison price and estimate bill information consistently with retailer website, noting customers may have difficulty reconciling information if presented differently.

Part 6: Benefit Change Notices

Proposed Change	AGL Feedback
Cl. 44	Despite AGL's concerns about the implementation timeframe, given the significant planning, build and testing required to deliver substantive reforms including the replacement of the Deemed Better Offer with the 'better offer' framework, we welcome the AER's proposal to streamline Benefit Change Notices (BCNs) by removing detailed templates, zone-based layouts and prescriptive formatting requirements. These changes should support clearer, more customer-focused communications and provide retailers with greater flexibility.
Cl. 48	AGL seeks clarification on whether the removal of cl. 27 of the Benefit Change Guideline and the previous 40-day exclusion is intended to change the treatment of upfront credits, gifts and sign-up incentives. AGL has not historically viewed these one-off acquisition incentives to be ongoing plan benefits. If the revised definition captures the expiry or exhaustion of upfront incentives, retailers may be required to issue BCNs for short-term promotional offers that customers have already received. This would create unnecessary customer confusion, increase notice volumes, constrain product design, and discourage retailers from offering innovative sign-up incentives. We request that the AER clarify that upfront credits, gifts and other short-term acquisition incentives are not benefits for the purposes of the BCN framework and preserve the distinction between one-off acquisition offers and ongoing plan benefits.
Cl. 50(a)	AGL submits there would be limited benefit in providing a customer's metering identifier in a BCN.
Cl. 50(b)	AGL does not support mandating a retailer email address in Benefit Change Notices - a requirement that is contradictory to the design principles framework. Refer to additional feedback on this same point in response to cl. 59. Requiring retailers to provide an email address may impose unnecessary compliance and operational costs without delivering a corresponding customer benefit. Meaningful customer engagement generally requires identity verification, which cannot be effectively conducted through a generic email channel and would often require additional verification processes. As a result, customers may experience delays while retailers undertake checks that are currently completed efficiently through established and automated channels. Rather than improving accessibility, a



	mandated email channel risks introducing additional friction, complexity and delays for both customers and retailers. AGL's Recommended Drafting: <i>Retailer identifying information means a retailer's trading name, logo, website and customer contact channels nominated by the retailer.</i>
Cl. 50(c)	AGL does not agree with this change. It may not accurately reflect the operational reality where some changes involve a benefit being substituted rather than removed, modification of a benefit or an equivalent benefit replacing an existing one. The status quo should not be removed for this provision as it retains more flexibility to apply for various scenarios. Alternatively, AGL advocates for an amendment to the Draft Guidelines for a requirement for retailers to advise when a benefit is being evidently and truly lost in the headline, however discretion should be given to retailers for what they say in a headline where it is ambiguous due to the scenarios outlined above. AGL's Recommended Drafting: A benefit change notice must include the following information: <i>(c) A clear and explicit headline stating that the benefit is being lost. Where a benefit is being substituted, modified or replaced with an equivalent benefit, retailers are to retain discretion over headline wording.</i>
Cl. 50(e)	AGL seeks clarity on whether 'plan information' refers to requirements set out under Part 5. If so, we have the same concerns about the expected integration of EME links and IDs into a communication which does not today present information derived from a third-party source. We also have concerns about the Month-YYYY format – a format which would likely not have existed at the time the customer signed up to their existing plan.
Cl. 50(g)	AGL seeks clarity on requirements for information provided in a notice, including: - whether BCNs require a generic EME link or a plan-specific link, and - how this will work for legacy or no-longer-available plans.

Part 7: Customer Bills

Proposed Change	AGL Feedback
Cl. 59	<u>Tier 1 Information</u> AGL provides the AER with the following feedback in relation to the proposed changes to Tier 1 information: • 59(f): AGL currently includes the <i>metering identifier</i> on its bills in accordance with the proposed definition in Part 2 of the Draft Guideline. As such, we <u>support</u> this inclusion on bills. Notwithstanding this, we refer to and repeat our previous feedback in relation to the use of the <i>standardised terms</i> in other related correspondence, which will involve considerable effort and cost to review and update. • 59(i): AGL <u>supports</u> the removal of legacy messaging relating to the now concluded Energy Bill Relief Fund. AGL notes this messaging is no longer relevant to consumers (and potentially misleading) following the end of the program in December 2025. However, we question the likely effectiveness and utility of the proposed generic replacement information, noting that concession / rebate information is already clearly outlined as Tier 2 information. There is value in retaining this space for more targeted, specific message that may arise from time-to-time. If, however, the AER elects to maintain this change, we agree with the proposed non-prescriptive wording and retailer flexibility. AGL's Recommended Drafting: <i>Omit</i>

	59(j): AGL <u>does not support</u> the proposed requirement to specifically include the retailer's email address as a prescribed contact channel. We strongly oppose any steps that would require retailers to offer email as a prescribed contact channel noting the high costs, low consumer preference and inefficient nature of the medium. Instead, we recommend amending the proposed definition of <i>retailer identifying information</i> to instead refer to 'customer contact channels' more broadly, and only to the extent that a retailer offers such contact channels. For AGL, this might involve providing a URL to a customer contact page (for example: agl.com.au/contact) where the customer could initiate a webchat with an AGL representative. AGL's Recommended Drafting: <i>Retailer identifying information means a retailer's trading name, logo, website and customer contact channels nominated by the retailer.</i> 59(n)(ii): AGL <u>supports</u> this proposed change in principle. We note that retailers should retain the flexibility to determine the specific wording needed to comply with this clause having regard to available space on their bill templates. This would for example, require a balancing of the space also required to comply with clause 59(i) as discussed above.
Cl. 62	<u>Tier 2 Information</u> AGL provides the AER with the following feedback in relation to the proposed changes to Tier 2 information: 62(a): AGL <u>does not support</u> proposed changes that would require retailers to provide a summary of <i>plan information</i>. In this regard, we refer to and repeat previous feedback in relation to '<i>plan information</i>'. While this information may be helpful to consumers in the right context – such as Welcome Packs, Benefit Change Notices and/or any other communications conveying changes to a customer's prices, benefits or plans – we strongly disagree with an approach that would require it to be displayed on customer bills. The Behavioural Economics team of the Australian Government (BETA) has previously concluded, and the AER has agreed that "complexity negatively impacts consumer comprehension"¹⁵. In this context <i>plan information</i> is unduly complex and impractical for the following reasons: - It is imperative to strike the right balance in the amount of information provided to customers to be helpful – this requires too much information to be conveyed and will have negative impacts on customer experience and comprehension of their bills. In practical terms, this would be the equivalent of annexing a Welcome Pack to every customer bill. - The definition of <i>plan information</i> contemplated under clauses 25 - 27 contains an incredibly onerous and unnecessary range of information. - Furthermore, the definition is non-exhaustive and potentially contemplates additional data points further to those expressly outlined. - Some of the provisions are unclear and ambiguous as to the extent of scope of the information required to be provided. For example, the requirement to summarise contract terms and customer obligations is incredibly vague and unclear. - The proposed summaries would take up a significant amount of space on bills, potentially expanding their length and adding extra cost – both in terms of printing as well as postage (envelope size). - There are system and technical constraints involved in the storage and use of third-party data points such as Energy Made Easy plan IDs and links. This would require significant system integration capabilities to ensure such information is always kept dynamically accurate. AGL's Recommended Drafting:

¹⁵ Australian Energy Regulator, *Notice of Instrument: Better Bills Guideline (Version 2)*, 30 January 2023, p. 10.

	<i>Cl. 62(a) Information about how a customer may access the contract terms and customer obligations applicable to their market retail contract or standard retail contract.</i> • 62(b)(ii): AGL <u>supports</u> the inclusion of meter numbers as Tier 2 information. • 62(b)(v): AGL understands the intent behind this change but contends that the term 'energy payments' is likely to be confusing and misleading for consumers. To improve clarity and customer understanding, AGL recommends replacing the term "energy payments" with a more intuitive customer-facing descriptor such as "customer energy credits". <i>AGL's Recommended Drafting:</i> <i>Change the term 'energy payment' to 'customer energy credits' and leave the underlying definition the same as it is.</i>
Cl. 63	<u>Estimation</u> AGL supports the AER's proposed approach in principle but highlights some practical implications of adopting this approach. In particular, the utility of this requirement will be largely dependent on the type of metering at the customer's premises (legacy meter versus smart meter). We expect that for customer who do <i>not</i> have a smart meter, they are unlikely to see any form of proportional estimation – it will almost certainly be entirely based on actual reads or estimated reads for the full bill period. For smart meter customers, AGL's billing system already has the capability to set out and quantify the number of days of actual and/or estimated reads within the same billing period, however in reality there are not likely to be many scenarios where customers will see a combination of both read types. We also point out that for smart meter customers, it may be prudent to set out an appropriate and reasonable materiality threshold for indicating a proportional estimated bill. For example, a customer with a smart meter that records intervals at 5-minute increments over a 90-day bill period could have over 25,000 intervals of data for the period. To avoid the confusing impacts of an insignificant number of these reads being presented as estimated, AGL recommends applying a materiality threshold whereby <i>greater than 2 days</i> of estimation would need to be detected before a bill period (or part thereof) is shown as estimated. This will avoid unduly confusing customers and improve customer experience.
Cl. 73	<u>Bill Notifications</u> AGL <u>does not support</u> the AER's proposed approach to <i>bill notifications</i>. The AEMC's '<i>Improving the Ability to Switch to a Better Offer</i>' rule change seeks to improve customers' ability to switch to better energy offers by requiring retailers to make potential savings more visible in bill-related communications. Rules 25 and 25A of the <i>National Energy Retail Rules</i> have been expanded to "written communications relating to and sent at the same time as a bill" and task the AER with updating the billing guideline accordingly. The NERR also sets out specific communications that are exempt from the requirement. The key issue for the AER's determination is the definition and scope of "written communications". The AER has proposed clause 73 which would require retailers to provide comparative information and use best endeavours to include a better offer message in a range of communications sent within two weeks of a bill issue date. In the AEMC's final determination¹⁶, the intent of the rule change is clearly articulated as applying "where customers receive (a) bill with a covering communication"¹⁷ and "written communications related to and sent at the same time as a bill".¹⁸ The AEMC acknowledged industry "concerns about the scope of communications the draft rule would apply to"¹⁹ and in response, intentionally "limited the scope of written communications included to those written communications that accompany a

¹⁶ Australian Energy Market Commission, *Improving the Ability to Switch to a Better Offer*, Final determination (RRC0062), 11 September 2025.

¹⁷ AEMC, *Improving the Ability to Switch to a Better Offer*, p. 10.

¹⁸ AEMC, *Improving the Ability to Switch to a Better Offer*, p. 10.

¹⁹ AEMC, *Improving the Ability to Switch to a Better Offer*, p. 11.

	bill, and not other related communications”.²⁰ To this end, they clarified that “retailers will not be required to create new communications, such as providing cover letters to physical bills, where previously they had not done so”.²¹ Additionally, “retailers will only be required to amend the communication documents that customers have provided their explicit informed consent to receive and thus retailers would already create”.²² Tellingly, this confirms that it wasn’t intended to apply to supplementary service communications such as SMS or mobile app notifications. Considering the above, AGL argues that the AER has misinterpreted and unduly expanded the scope of the AEMC’s final rule by capturing communications sent <i>after</i> the bill is issued and which do not accompany the bill. More specifically, AGL maintains that the intent of the final rule was to apply specifically to cover emails that accompany email bills. The inclusion of communications such as SMS and mobile app notifications is beyond the scope of the AEMC’s rule change. As such, the definition of <i>bill notification</i> should be revised and narrowed to cover the specific application contemplated by the AEMC. It is impractical and unhelpful to include comparative information or better offer checks in SMS or mobile app notifications – these will reduce their effectiveness as targeted prompts or reminders to customers and may disincentivise retailers from using those channels due to the added cost (where for example, the message would need to span across multiple SMSs) and complexity of incorporating this information. Significantly, it is misaligned with the purpose of these contact channels and consumer expectations of how they will be used for communication purposes. AGL’s Recommended Drafting: <i>Bill notification means a written communication that accompanies an electronic bill, including a cover email to which the bill is attached or from which the bill may be accessed.</i>
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Part 8: Customer Hardship Policy Guideline (CHPG)

Proposed Change	AGL Feedback
Cl. 82(c)	AGL <u>does not support</u> this proposed change. While AGL strongly agrees with the need to provide customers with timely assistance to support hardship and payment difficulties, the use of arbitrary timeframes may have unintended consequences for the provision of some complex support measures. In many instances, AGL provides customers with support in real-time upon being contacted by the customer. This includes access to payment plans, information about government grants and concessions and switching to better offers. However, AGL does not support the shift to an absolute minimum timeframe as it may not always be possible or practicable to provide the <i>full suite</i> of support to a customer within that timeframe. For example, some customer support measures may have significant lead times that cannot be fulfilled within 10 business days. This may include, but is not limited to, support such as appliance replacements, home energy audits, energy efficiency upgrades and financial counselling appointments. AGL is concerned that imposing arbitrary minimum timeframes may inadvertently render these measures non-compliant and inhibit retailers’ ability and/or willingness to provide certain long lead time support measures under the retailer’s customer hardship policy. AGL’s Recommended Drafting: <i>Within 10 business days, commence the provision of assistance to a customer who is entitled to receive assistance under the retailer’s customer hardship policy.</i>
Cl. 89	Contains a typographical error – should read “ <i>enquiries</i> ” instead of “ <i>enquires</i> ”.

²⁰ AEMC, *Improving the Ability to Switch to a Better Offer*, p. 11.

²¹ AEMC, *Improving the Ability to Switch to a Better Offer*, p. 11.

²² AEMC, *Improving the Ability to Switch to a Better Offer*, p. 12.

Cl. 90	AGL refers to and repeats feedback provided in relation to Part 3 Design Principles in relation to the practical implications of the accessibility and culturally and linguistically diverse customer communication requirements.
Cl. 92(b)	AGL <u>does not support</u> this proposed change. The obligation to provide a customer with a copy of the retailer's hardship policy should not contain an express requirement that it be sent exclusively via the hardship customer's preferred method of communication. This could present challenges where for example, the preferred method of communication was telephone. Instead, the clause should be restated to provide that the hardship policy will be sent by the channel that the customer nominates when making their request including the customer's preferred method of communication where practicable. AGL's Recommended Drafting: <i>(b) that the policy will be provided by a communication channel nominated by the hardship customer, including the customer's preferred method of communication where reasonably practicable.</i>
Cl. 95	This clause is duplicative and captured by the requirements of the Part 3 Design Principles. Additionally, it seems superfluous to have a provision that requires the retailer to comply with the CHPG, NERR and NERL, which is a given. AGL's Recommended Drafting: <i>Omit</i>
Cl. 96	AGL has <u>mixed views</u> on this proposed change. AGL notes that this clause has changed from a <i>discretionary</i> provision under the current cl. 44, to a <i>mandatory</i> provision under cl. 96. This is partially problematic having regard to the range of measures contemplated under the clause: • AGL <u>supports</u> the removal of the reference to the AER's Sustainable Payment Plans Framework. • While we acknowledge that the terminology used within cl. 96(b) is derived from s. 44 of the NERL, we note that it conflates the real-world terminology "payment option" which is often synonymous with "payment method" (see for example Centrepay) as distinct from "payment support options" which includes payment plans. Debt waivers and payment matching are a form of "payment support option". These should remain as discretionary measures that retailers may utilise where appropriate, noting that their effectiveness is highly circumstantial and customer dependent. • AGL <u>does not support</u> the drafting of the new requirement in cl. 96(c) with respect to payment plans for "customers who leave a retailer for any reason". The current drafting has several problems: ○ On its current drafting, it relates to <i>all customers</i> and not specifically former hardship customers. This is arguably beyond the scope of s. 44 of the NERL and needs to be reframed to apply specifically to customers on a retailer's hardship program immediately prior to their transfer to another retailer. ○ It suggests outgoing customers "will be offered a payment plan" which infers a proactive obligation on retailers. This absolute requirement fails to consider the circumstances leading up to the reason for that hardship customer leaving the retailer (for example, multiple broken payment arrangements) and does not provide retailers with sufficient discretion to determine the most appropriate course of action. Additionally, it requires consideration of the customer's capacity to pay which can only be ascertained if the customer engages with the retailer to access payment support. Instead, we favour an approach that allows a hardship customer to request payment support in relation to their final bill and that retailers will provide support as outlined within the retailer's hardship policy. AGL's Recommended Drafting:

	<i>a customer who was receiving assistance under the retailer's customer hardship policy immediately before leaving the retailer may request ongoing payment support in relation to any remaining debt, which the retailer will consider in accordance with its customer hardship policy.</i>
Cl. 101	Updates to the CHPG arising from the AER's Guideline Review will trigger a requirement for retailers to submit a new hardship policy to the AER for approval. Noting that all retailers will be in a similar predicament, and the corresponding obligation on the AER to review and approve those hardship policies within a further 3 months (Cl. 108), AGL recommends consideration to the use of a transitional period to better manage industry transition to new hardship policies under the Guideline Review. It may be appropriate for a longer period of say 6 months for the initial changeover.
Cl. 122	AGL <u>supports</u> the proposed 5 business day timeframe to publish approved hardship policies.
Standardised Statement 3	AGL <u>does not support</u> this proposed change. This Standardised Statement introduces an overly prescriptive process that retailers must adhere to when contacting a customer in relation to a missed payment, including at least 3 contact attempts over a period not less than 10 business days. AGL's concerns with this approach are: • This level of prescription should be reflected in the NERR (and subject to the relevant rule change consultation process) rather than in a retailer's hardship policy via the CHPG. • Changes to prescribed customer contact strategies involve significant system development and cost. Refer to AGL's overarching feedback in relation to implementation considerations. Instead, AGL recommends that the existing approach should be retained, whereby retailers are able to determine their own contact strategies which are informed by insights and analytics around how best to engage their customers. AGL's Recommended Drafting: <i>If you miss a payment, we will take reasonable steps to contact you and provide information about support available under our customer hardship policy.</i>
Standardised Statement 9	The use of terminology such as 'network charges' and 'shortened collection cycles' does not accord with the Design Principles in Part 3 - these are technical industry terms and/or jargon. AGL recommends that the AER consider alternative means to explain these terms to customers. While we are supportive of highlighting the available external dispute resolution pathways, customers should first be encouraged to raise any concerns via their retailer's internal complaints process before escalating to an external dispute resolution scheme. AGL recommends all options – and their sequencing – are outlined to consumers.