



Executive Director
DMO and Consumers
Australian Energy Regulator
GPO Box 3131
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To the Executive Director,

Retail Guidelines Review – Draft Guidelines

ENGIE Australia & New Zealand (ENGIE) appreciates the opportunity to respond to the Australian Energy Regulator (AER) on the draft Retail Guidelines (draft Guidelines).

The ENGIE Group is a global energy operator in the businesses of electricity, natural gas and energy services. In Australia, ENGIE operates an asset fleet which includes renewables, gas-powered generation, and battery energy storage systems. ENGIE also provides electricity and gas to retail customers across Victoria, South Australia, New South Wales, Queensland, and Western Australia.

ENGIE welcomes the AER's work to comprehensively review the existing Retail Pricing Information Guidelines, Benefit Change Notice Guidelines, Better Bills Guideline, and Customer Hardship Policy Guideline. In particular, ENGIE appreciates the AER's efforts to simplify and remove redundant provisions to make it easier for retailers to comply with the obligations.

However, as will be described in more detail later in this submission, there are several aspects of the draft Guidelines that ENGIE considers will have unintended consequences, such as:

- For benefit change notices, the AER's proposed definition of 'excluded change' would create significant unintended consequences for the management of energy contracts with percentage discounts. ENGIE's feedback sets out the key issues with this proposal and highlights how it directly conflicts with the Australian Energy Market Commission's recent rule determination on notice requirements for price changes.
- The AER's proposed amendments to the calculation of deemed better offers would reduce consistency with the Victorian best offer framework and significantly alter the current calculation method. This would not align with the AER's stated intent to not change the better offer calculation method.

ENGIE has recommendations on other aspects of the draft Guidelines that would help minimise material and costly changes to customer communications and retailer processes. These include:

- **Plan information** – the proposed obligation to create additional plan information for ‘flexible plans’ should be delayed until Energy Made Easy is updated and ready to accept these new fields. This approach would recognise the dependency of Energy Made Easy for generating plan information and avoid the additional costs and development time for retailers to be able to generate additional information and ensure this can be correctly linked to the primary plan information.
- **Customer bills** – the proposed amendments to billing requirements would result in new calculations and datafields necessary to generate a bill, such as a new calculation on the proportion of a bill that is estimated, updates to the plan summary section, and amendments to better offer calculations. Due to the cost and complexity of these additions, and the likely limited consumer benefit, these changes should not be progressed at this time.
- **Design principles** – while ENGIE is generally supportive of principles-based obligations, it would be helpful for the AER to include examples and details on compliance expectations with the design principles. This is particularly relevant for the new design principle around adapting communications to the needs of culturally and linguistically diverse customers.

In relation to the commencement date for the final Guidelines, ENGIE considers that reforms of this significance would typically require at least 12 months of implementation time from the date the final requirements are available. For that reason, the proposed commencement date of 31 December 2026 is unrealistic, particularly in the context of other major reforms already scheduled to be delivered in the second-half of 2026. Depending on the scope of changes required in the final Guidelines, ENGIE would recommend that the AER defer the implementation of the Guidelines to provide a minimum of 12 months from the date of the final decision.

In the remainder of this submission, ENGIE provides more details feedback on each of the Parts of the draft Guidelines. Should you have any queries in relation to this submission please do not hesitate to contact me on, telephone, [REDACTED].

Yours sincerely,

[REDACTED]

Matthew Giampiccolo

Manager, Regulation and Policy

Benefit change notices

ENGIE agrees with the AER's overarching objective to simplify obligations related to benefit change notices, while also ensuring that customers receive clear and relevant information to help them understand the impacts of a benefit change. However, ENGIE is concerned that the AER has not achieved this objective with several of the changes proposed to benefit change notice requirements in the draft Guidelines.

As the AER would be aware, the requirement for retailers to notify customers when benefits are about to end or change initially commenced in February 2018 following a rule change request from the Australian Government.¹ In its final rule determination, the Australian Energy Market Commission (AEMC) identified several examples of scenarios that would not represent a benefit change, which relevantly included:²

- Where the tariffs on which a percentage discount is based changes, noting that the existing requirements in rule 46 of the National Energy Retail Rules (NERR) for notices of variations in tariffs and charges would continue to apply; and
- Where a one-off or physical gift is provided to the customer on entry into the contract.

As will be discussed further below, ENGIE notes the draft Guidelines have effectively proposed the removal of both of these exemptions from the requirement to send a customer a benefit change notice. This proposal would be in direct conflict with the AEMC's most recent rule change determination, which expressly made several policy decisions related to notice periods for tariff variations. ENGIE also suggests that the AER's proposed changes would result in a poor customer experience and create unnecessary confusion for customers during the annual tariff variation.

Benefit change notices shouldn't apply to tariff variations on energy contracts with percentage discounts

ENGIE does not support the AER's proposed revision to the definition of 'excluded change', which would require that a price change is only excluded from the benefit change notice requirements where there is no change to the financial value of the benefit. This revision would most relevantly impact retailers that include percentage discounts in their energy contracts.

As will be described further below, ENGIE contends that the complications and unintended consequences of this revision would make the expanded definition of 'excluded change' unworkable and counter to the new benefit change notice objective. The AER's proposal is also in direct conflict with the AEMC's policy intent in the recent rule determination on notice requirements for price changes. ENGIE has identified four key points that will be expanded on further in the following sections:

1. The revised definition impacts retailers from being able to immediately pass through a price decrease

¹ Australian Energy Market Commission 2017, Rule determination: National Energy Retail Amendment (Notification of the end of a fixed benefit period) Rule 2017, 7 November.

² Ibid, p. 18.

2. The revised definition will affect price changes that are outside of a retailer's control
3. The required notice period for a benefit change would create operational issues for July price changes
4. Percentage discounts are well-established and already understood by customers

Despite the above concerns with the AER's proposal, ENGIE does agree that customers should receive detailed information about how a price change will affect what they pay for energy and how to access better offers. As an alternative approach, ENGIE would support the AER or another stakeholder lodging a rule change request with the AEMC to amend rule 46 of the NERR to require additional information be included in tariff variation notices, such as a better offer message. ENGIE considers that this alternative approach would address the unintended consequences described below. It would also mitigate the risk of future amendments to rule 46 of the NERR having flow-on impacts to the benefit change notice requirements.

ENGIE more generally considers that requiring a benefit change notice be provided due to a price change event is not in-line with the spirit and policy intent behind the initial introduction of the benefit change notice requirements. ENGIE urges the AER to limit benefit change notice requirements to scenarios where a retailer is specifically amending a benefit of a customer's energy contract, such as reducing a percentage discount from 20 per cent to 10 per cent, so that a customer can understand the impacts of this change and the options available to them.

1. The revised definition impacts retailers from being able to immediately pass through a price decrease

The recently amended rule 46(4C) of the NERR provides that a retailer must provide notice of a price reduction as soon as practicable and no later than the customer's next bill. The AEMC made this amendment to the NERR because it considers that advance notice of price decreases are not inherently in the customer's best interest.³

The benefit change notice requirements in the draft Guidelines are applicable regardless of whether a benefit is improving or worsening. This would mean that for an energy contract with a percentage discount, a retailer would need to provide the customer with at least 20 business days notice of a price decrease due to this also worsening the absolute financial value of the percentage discount. This is in direct conflict with the AEMC's intention behind the recent amendments to rule 46(4C). As will be described further in point four below, providing clear and useful messaging to a customer is also challenging in this scenario, where the financial value of the benefit is technically worsening despite the customer being better-off overall.

ENGIE acknowledges that the notice periods for benefit change notices are prescribed in rule 48A(2) of the NERR rather than in the AER's Guidelines. Rather than seeking to adjust benefit change notice timeframes, ENGIE's view is that it is more appropriate to address price change related impacts for a customer through

³ Australian Energy Market Commission 2025, Rule determination – Improving consumer confidence in retail energy plans, June, p. 38.

the prescribed content of a tariff variation notice given to a customer in accordance with rule 46 of the NERR.

2. The revised definition will affect price changes that are outside of a retailer's control

Rule 46(4C) of the NERR provides retailers with an exemption from providing advance notice of a price change (both increases and decreases) when this is solely the direct result of a network tariff reassignment. The AEMC considered the application of rule 46(4C) when making the recent rule determination and acknowledged the distinction between network tariff reassignments from retailer-led price changes.⁴ Most notably, the AEMC noted that retailers are often unaware ahead of time when a reassignment occurs, as these are driven by a distributor deciding on a reassignment based on the customer's circumstances changing or due to a customer choice. For this reason, the AEMC decided to retain the exemption from providing advance notice of a price change due to a network tariff reassignment.

As per the feedback on point one above, ENGIE contends that requiring at least 20 business days notice of a price change that directly results from a network tariff reassignment would be in direct conflict with the AEMC's intention behind rule 46(4C) of the NERR. As with the scenario in point one, ENGIE considers that pursuing amendments to rule 46 of the NERR could ensure that customers receive relevant information on the implications of a price change while still maintaining the policy intent of rule 46(4C).

3. The required notice period for a benefit change would create operational issues for July price changes

As the AER would be aware, retailers typically set the effective date of annual price changes at 1 July to align with the date that network tariffs change. This helps to manage retailers' exposure to increases in network tariffs, which are not able to be effectively hedged against. The AER's draft benefit change notice requirements would mean that for energy contracts with a percentage discount, a retailer would need to send a customer a benefit change notice around 2 June to allow for a price change effective date of 1 July.

As the AER's Default Market Offer is published around 26 May each year, this would provide retailers with only a few days to finalise their pricing for the coming financial year and issue price change notices for an effective date of 1 July. This would not be practical for any retailer and would mean that price changes are delayed until late-July, effectively requiring retailers to be exposed to higher network tariffs in the intervening period.

The AEMC initially proposed a 20 business day notice requirement for price increases in its recent draft rule determination.⁵ However, the AEMC did not proceed with this in the final rule determination based on feedback that it would be challenging for retailers to implement price adjustments efficiently due to the

⁴ Ibid, p. 39.

⁵ Australian Energy Market Commission 2025, Draft rule determination: National Energy Retail Amendment (Improving consumer confidence in retail energy plans) Rule 2025, 27 March, p. 37.

timing of the Default Market Offer publication in late-May.⁶ The AEMC concluded that a 20 business day notice requirement for price increases would increase the costs incurred by retailers, which would ultimately be borne by consumers.⁷

ENGIE notes that the AER's draft proposal would be in direct conflict with the AEMC's explicit policy position that retailers should not be required to provide 20 business days' notice of a price increase, except for fixed-price period contracts that do not have price change timing linked to the typical July schedule.

4. *Percentage discounts are well-established and already understood by customers*

ENGIE notes that percentage discounts have been a common feature of energy retail contracts in the Australian market for many years and are well-understood by consumers. Since 2019, the Australian Government has also required retailers to prominently advertise energy plans with a percentage-based comparison.⁸ This regulatory requirement has embedded percentage discounts and comparisons as a core feature of the Australian energy retail market and its customer-facing communications and marketing.

In its draft decision document, the AER noted that a change in the underlying price would also change the financial value of the benefit that a customer receives from a percentage discount.⁹ On this point, ENGIE notes that the financial value of a percentage discount is never static and will naturally vary each bill depending on a customer's consumption and the underlying prices, which may also have seasonal variations. ENGIE considers that consumers clearly understand the variability of the benefit from a percentage discount and the distinction between a percentage discount and a fixed dollar credit.

ENGIE expects that most consumers would be confused about receiving a benefit change notice that refers to a change in their percentage discount benefit, even though the actual percentage amount is remaining unchanged. The AER's proposed prescribed requirements in the draft Guidelines will likely add to this confusion, as the inclusion of a message that a 'benefit is being lost' is inaccurate in a situation where the retailer is not varying the actual percentage amount. ENGIE expects it will be challenging for retailers to provide customers with a notice that helps them understand the impacts of a price change when the prescribed headline statement provides incorrect information.

As highlighted in point one above, the message in the proposed benefit change notice becomes even more confusing as any improvement in the financial value of the percentage discount benefit due to a price change will necessarily mean that the customer is worse off overall. That is, a customer with a percentage discount on their energy plan will receive a larger financial value from their benefit as their billed amount

⁶ Australian Energy Market Commission 2025, Rule determination: National Energy Retail Amendment (Improving consumer confidence in retail energy plans) Rule 2025, 19 June, p. iv.

⁷ Ibid, p. 37.

⁸ Competition and Consumer (Industry Code-Electricity Retail) Regulations 2019

⁹ Australian Energy Regulator 2026, AER Retail Guidelines – Notice of draft instruments, June, p. 9.

increases. This also occurs in the opposite way, where a price decrease for a customer will mean that the financial value of their benefit will reduce even though they are better off overall.

A description of the changes in the financial value of the benefit are largely meaningless and confusing without the specific context of the price change and the overall impact to a customer. This is a key reason why ENGIE contends that this type of information is relevant only within a tariff variation notice provided to a customer in line with rule 46 of the NERR.

Sign-up credits should continue to be explicitly excluded from benefit change notice requirements

In the draft Guidelines, the AER has removed the following key information from the current benefit change notice guidelines:¹⁰

- An example that specifies that a benefit change does not include ‘where a one-off gift or sign-up credit is provided to a customer as a result of entering into the contract’ and
- The definition of ‘excluded change’ included ‘a benefit change occurring within or at the first 40 days of the commencement of a customer’s market retail contract’.

The above two items provided important clarification that any one-off benefits provided at the start of an energy contract would not require a retailer to provide the customer with a benefit change notice. When making its 2018 decision on the benefit change notice guidelines, the AER specifically excluded this type of benefit due to it not being feasible for a retailer to provide prior notice for a benefit that is provided at sign-up.¹¹ ENGIE considers this remains a relevant and that it would not make sense from a customer journey perspective for a retailer to send a separate notification to inform a customer that the one-off sign-up benefit they have just consented to will only be provided once.

ENGIE requests that the AER reinstate this specific excluded change in the definition of ‘excluded change’ in the final Guidelines to avoid unintended consequences and poor customer experience. ENGIE also considers it would be helpful for the AER to retain other key guidance on the interpretation of ‘benefit change’, such as that it would not be a benefit change where a customer’s existing benefits are rolled over on the same terms and conditions.¹²

The proposed headline statement is not relevant to all benefit change scenarios

Apart from the proposed definitional changes discussed above, ENGIE is broadly supportive of the AER’s revisions to the benefit change notice requirements. ENGIE agrees that these changes will simplify retailer obligations while also achieving the objective of providing customers with clear and relevant information to

¹⁰ Australian Energy Regulator 2018, AER Benefit Change Notice Guidelines – Version 1, June, pp. 7 – 8.

¹¹ Australian Energy Regulator 2018, Notice of Final Instrument: AER Benefit Change Notice Guidelines – Version 1, June, p. 14.

¹² Australian Energy Regulator 2018, AER Benefit Change Notice Guidelines – Version 1, June, clause 27, p. 7.

be able to understand the impacts of the benefit change. In particular, ENGIE is pleased that the AER has proposed to remove the current 'zone A' content that is now much less relevant than it was in 2018.

However, ENGIE does not support the proposal that a benefit change notice must include 'a clear and explicit headline stating that the benefit is being lost'. This statement would only be relevant in one specific scenario (i.e. where a retailer is ending a benefit) and would likely confuse customers if it were included on a notice when a benefit is continuing but has been varied to either improve or reduce the benefit. In its submission to the consultation paper, ENGIE asked the AER to reconsider whether an improvement to a benefit should continue to be considered a 'benefit change' under the Guidelines.¹³

ENGIE asks that the AER ensure the final Guideline provides retailers with sufficient flexibility to draft an appropriate headline statement in benefit change notices that reflects the actual impact of a benefit change for a customer.

¹³ ENGIE 2025, Submission to Retail Guidelines Review – Consultation paper, December, p. 4.

Comparative information

ENGIE is comfortable with the AER establishing a separate section of the draft Guidelines for ‘comparative information’. ENGIE is pleased the AER is proposing to update the better offer threshold to align with the Victorian best offer framework, which improves harmonisation between the better offer methodologies across jurisdictions. ENGIE also supports clarification in the Guidelines that the value of any non-financial benefits should be disregarded from the calculation of the deemed better offer.

ENGIE considers that both these changes will reduce regulatory burden on retailers, while also not compromising consumer protections. ENGIE agrees with the AER’s assessment that most consumers would need greater value than \$25 per year to consider switching their energy contract. This aligns with survey results published by Energy Consumers Australia that suggest that at least a third of households do not regularly review their energy plans due to the actual or perceived savings available.¹⁴

However, as described in the following sections, ENGIE does have several concerns with other proposed amendments that would reduce harmonisation with the Victorian best offer framework and would require material and costly upgrades to retailers’ better offer mechanisms.

The calculation method for the better offer should not be amended at this time

In relation to harmonisation with the Victorian best offer framework, ENGIE notes that the Essential Services Commission based its definition of ‘generally available plan’ for the best offer on clause 76 of the Retail Pricing Information Guidelines.¹⁵ In the draft Guidelines, the AER has proposed to amend the definition of ‘generally available plan’, which notably removes a reference to the ‘appropriate metering configuration’ from the previous definition.¹⁶

ENGIE considers this variation to the definition may have unintended consequences on retailers’ obligations when undertaking a better offer comparison, which the AER initially intended would practically align with the best offer calculation methodology in Victoria.¹⁷ Specifically, ENGIE shares the view expressed by other retailers that this would change retailer practices from a like-for-like comparison (for example, comparing a customer’s flat tariff plan against flat tariff alternative plans) to a broader comparison against plans with multiple tariff configurations. ENGIE agrees with the feedback from the Australian Energy Council that this would materially change the current obligation and is a significant reform.¹⁸

¹⁴ Energy Consumers Australia 2025, The Consumer Energy Report Card – Spring 2025, December, p. 16.

¹⁵ Essential Services Commission of Victoria 2018, Building trust through new customer entitlements in the retail energy market – Final decision, October, p. 33.

¹⁶ Australian Energy Regulator 2018, Retail Pricing Information Guidelines version 5, April, p. 15, clause 76.

¹⁷ Australian Energy Regulator 2023, Notice of Instrument: Better Bills Guideline Version 2, January, p. 4.

¹⁸ Australian Energy Council 2026, Submission to Draft AER Retail Guidelines, July, p. 4.

For ENGIE, this type of material change to the current better offer obligation would likely require a rebuilding of its better offer mechanism, as a cross-tariff comparison is not a simple addition to the existing mechanism. The imposition of a significant change to the better offer obligation does not appear to be the AER's intention, as it stated in the notice of draft instruments that its changes would not alter the calculation method for the better offer calculation.¹⁹

As will be expanded on later in this submission, this would be a material and costly upgrade to the better offer mechanism. While ENGIE has not fully scoped out and costed the upgrades necessary, initial expectations are that this would be unlikely to be delivered until late-2027 at the earliest.

ENGIE's preference is that the AER continues to maintain consistency with the Victorian best offer framework, which would reduce the regulatory burden of the better offer mechanism and not add unnecessary costs for customers. This would also align with the AER's intent to not amend the better offer calculation through this reform package.

Prescribing a minimum period for a better offer to be available will have unintended issues

The AER has proposed to amend the definition of 'deemed better offer' in the draft Guidelines to require that it 'will remain applicable to customer for a reasonable time following the communication date' and that this would be a period of at least 15 business days.²⁰

Similar to the feedback above, ENGIE notes that this would reduce harmonisation with the Victorian best offer framework. The Essential Services Commission considered this same issue when introducing the Victorian best offer in 2018 and decided to not prescribe a minimum period for which the best offer must be valid.²¹ ENGIE contends that the same issues considered by the Essential Services Commission remain the same today, which primarily relate to the operational challenges for retailers to comply with an effective rolling prohibition on withdrawing offers from the market.²²

In addition to the operational burden on retailers from a rolling prohibition on withdrawing offers, ENGIE suggests there would be unintended consequences from requiring retailers to maintain offers for a prescribed period of time after providing a customer with a better offer message, including:

- Some customers may miss out on a time-sensitive offer or other soon-to-expire offers that they may have otherwise been informed of on their bill; and
- During the annual price change, retailers will typically end-date their current portfolio of offers and launch a new portfolio of offers on 1 July. For customers that receive a better offer message in the

¹⁹ Australian Energy Regulator 2026, AER Retail Guidelines – Notice of draft instruments, June, p. 22..

²⁰ Ibid, p. 22.

²¹ Essential Services Commission of Victoria 2018, Building trust through new customer entitlements in the retail energy market – Final decision, October, pp. 66 – 67.

²² Ibid, p. 67.

period prior to 1 July, the message may suggest there is no better offer available solely due to there being no currently selling offers that will be available for at least the next 15 business days.

ENGIE notes that retailers' better offer mechanisms would not currently support a validation on energy plan end dates. If this reform proceeded, retailers would need to build this new aspect of the better offer calculation to ensure that energy plans are excluded if they have an upcoming planned end-date within 15 business days of the bill issue date. While ENGIE has not yet scoped out the build time and cost involved in this enhancement, it is unlikely to be able to be delivered before the end of 2026.

Similar to previous feedback, ENGIE asks that the AER maintain consistency with Victorian best offer framework. Before introducing this type of significant reform, the AER should undertake further analysis on the potential consumer benefits, the potential unintended consequences, and whether there is a market failure that requires this additional intervention.

It is not clear that additional reforms are required to address same named energy plans

ENGIE questions the need for the AER to introduce additional reforms to address the issue of same named plans at this time. As noted in ENGIE's previous submission to this review, the AER introduced a specific requirement related to this issue that has applied since August 2025.²³ ENGIE contends this recent reform should be given sufficient time to demonstrate effectiveness before additional requirements are introduced.

If the AER does proceed with an additional reform on same named plans, ENGIE considers the information provided to customers in a better offer message could be simplified. In particular, the proposed '(Month-YYYY)' format can result in up to 13 additional characters in a plan name. To reduce operational implications of this obligation, ENGIE would prefer that this be simplified to a five or six character format, such as '(JUL-26)' or '(07-26)'.

²³ Australian Energy Regulator 2025, Decision under section 37 of the Better Bills Guideline, 23 May.

Plan Information

ENGIE broadly supports the AER's approach to streamlining the 'Plan information' section of the draft Guidelines. ENGIE is also supportive of the AER updating this section to recognise the emergence of innovative and complicated energy plans that may not be suited to all customers. However, ENGIE questions the timing of implementing these new requirements. In the below sections, ENGIE describes that the timing of the new 'flexible plan' information obligations should be aligned with upgrades to Energy Made Easy to minimise the costs and complexity of implementation and maintain consistency with the generation and delivery of other plan information.

The definition of 'flexible plans' should be supported by additional guidance

ENGIE considers the future of the Australian electricity retail market will involve a greater focus on flexibility and customers being rewarded for optimising their energy consumption and consumer energy resources (CER). In this context, ENGIE supports the introduction of a new definition for 'flexible plans', which can help differentiate these types of innovative energy products that do not fit standard pricing approaches and are not as easily comparable.

In relation to the proposed definition of 'flexible plans', ENGIE acknowledges that it is challenging to establish a definition that is sufficiently future-proof while also reducing subjectivity and minimising differing interpretations across industry. It may be helpful for the AER to include additional guidance and examples within the draft Guidelines to improve consistency across retailers. In particular, retailers will likely take different interpretations of a 'standard' time-of-use tariff and whether these tariffs 'vary based on external factors'.

As these types of plans typically require customers to have some level of ongoing engagement or make behavioural changes to make the most of the plan, ENGIE contends there should be further distinction between a 'generally available plan' and a 'flexible plan'. For example, the unique nature of these plans may mean they are unsuitable to be included as part of a deemed better offer check for a customer on a simple plan. Similarly, ENGIE notes that comparing the prices of innovative plans to the comparison price can often provide comparisons that are not useful to a customer, particularly for customers with solar PV and battery systems, due to factors such as the unique pricing structure of the plan and significant differences between the representative customer usage profile and the customer's actual usage profile.

A distinction between a 'generally available plan' and a 'flexible plan' would also be useful for consumers navigating Energy Made Easy and make it easier to distinguish between a plan that is widely available to most customers and plans with restrictive eligibility criteria. ENGIE notes that the top plans shown in the default comparison view on Energy Made Easy are typically those that are only applicable to a small subset of the population (i.e. those with solar and battery systems).

Additional information for ‘flexible plans’ should be delayed to align with Energy Made Easy updates

ENGIE’s understanding is that the Energy Made Easy website is not intended to be updated in the short-term to enable plan information documents to be generated in line with the new requirements of the draft Guidelines. In this context, it is not clear how retailers are expected to comply with section 39 of the draft Guidelines, which prohibits retailers from creating their own plan information documents. Specifically for ‘flexible plans’, the AER has proposed that plan information documents include additional information to help customers understand whether an innovative plan is best for them. If the Energy Made Easy system is not updated to receive this additional information, it does not appear that retailers will be able to comply with the obligation in section 39.

In the current state, retailers exclusively use Energy Made Easy to generate plan information based on data inputted to the system. ENGIE’s preference is that any new obligations commence after updates to Energy Made Easy are finalised and appropriate testing periods are provided. This approach would recognise the dependency between Energy Made Easy and the generation of plan information.

If this does not occur, retailers may need to create their own plan information templates to provide the additional detail required for ‘flexible plans’. In addition to the time and cost in setting up new processes to generate this additional information from retailer systems, it is not clear how retailers will be able to ensure that the additional information is linked to, and published alongside, the correct plan information documents generated through Energy Made Easy.

In ENGIE’s view, upgrading Energy Made Easy to support ‘flexible plan’ information would be the most cost effective and efficient method to progress this reform. There is no clear consumer harm occurring today for customers of ‘flexible plans’ to justify rushing in this reform in a more costly and complicated manner, particularly as these retailer-built solutions will likely be superseded by future upgrades to Energy Made Easy.

The proposed additional information for ‘flexible plans’ is too subjective

While ENGIE is comfortable with most of the additional information proposed to be provided to customers to help them understand a flexible plan, there is a limit to the amount of information that retailers can include in this generic summary to cater for a customer’s specific circumstances.

For example, ENGIE has concerns about the proposal that retailers include information in the plan information about ‘how a retailer will ensure that the customer is protected from paying unreasonably high bills over a defined period’, as set out in the new clause 26(d) of the draft Guidelines. A term such as ‘unreasonably high’ is highly subjective and is often driven by the customer’s consumption behaviour rather than the retailer’s pricing structure or intervention. ENGIE’s preference is that any additional information is focused on factual statements that highlight the key attributes, terms, and conditions of the plan to a customer to aid their own decision making.

Based on discussions with the AER, ENGIE's understanding is that the AER's initial intent behind the new clause 26(d) is that a retailer develop a bespoke new communication for customers that may be paying 'unreasonably high' bills. While ENGIE understands the AER's intent is to ensure customers are made aware on an ongoing basis whether their complex plan is well-suited to their circumstances, ENGIE suggests that the existing better offer requirement already meets this policy intent and provides customers with clear information on whether they could be better off on an alternative energy plan.

ENGIE would not support the requirement for 'plan information', which is used to provide up-front information to customers on the details of an energy plan prior to sign-up, to also be used to impose additional ongoing regulatory requirements on retailers after the initial contract formation. Any additional regulatory requirements related to the ongoing service provision for 'flexible plans' are more appropriately progressed through a rule change request to the AEMC, where the merits of the policy can be properly assessed and consulted on with all stakeholders.

Additional information would improve the Plan Information part of the Guidelines

Language requirements

The AER noted that it has retained the language requirements in the existing Retail Pricing Information Guideline in the new Part 5 of the Draft Guidelines.²⁴ However, ENGIE notes that the last two prohibited terms in the current Retail Pricing Information Guideline are missing from the Draft Guidelines.

Removal of helpful guidance

While ENGIE is supportive of the simplification and streamlining of regulatory requirements, ENGIE does consider that some of the information deleted from the current Retail Pricing Information Guideline provides useful guidance on regulatory intent and supports consistent interpretation of key terms across retailers so that plans are more comparable on the Energy Made Easy website. For example, ENGIE considers the Retail Pricing Information Guideline provides useful guidance on the intended scope of restricted plans, the eligibility restrictions that should be detailed for generally available plans, the interpretation of the term 'incentives', and the key fees that should be specified in a plan information document.

²⁴ Australian Energy Regulator 2026, AER Retail Guidelines – Notice of draft instruments, June, p. 19.

Customer bills

ENGIE is disappointed that the AER has not amended the current Better Bills Guideline requirements to remove unnecessary prescription and provide retailers with greater flexibility to adjust their bills to meet customer needs. In its submission to the consultation paper, ENGIE provided real-world feedback from customers on issues they experience with energy bills that are unable to be resolved due to the tiering requirements in the Guideline.²⁵

In the below sections, ENGIE provides some specific feedback on aspects of the ‘Customer bills’ section of the draft Guidelines that should be addressed for the final Guidelines.

The proposed requirement for ‘retailer identifying information’ should be more flexible

In its submission to the consultation paper, ENGIE supported retailers being able to include email addresses, online chat options, and contact hours on the first page of a bill to make key information easier for customers to find.²⁶

While ENGIE is pleased that the AER has accepted the inclusion of a customer service email address on the first page of a bill, the AER’s proposed approach to defining ‘retailer identifying information’ in the draft Guideline is overly prescriptive. The AER’s drafting appears to require that a retailer must include an email address on the first page of the bill, rather than providing retailers with the flexibility to list this contact method if it is relevant for their business.

ENGIE also asks that the AER further expand the definition of ‘retailer identifying information’ in the final Guidelines and permit retailers to provide their customers with information about other digital contact options, such as online chats and online contact forms.

Plan summary information on bills should not be amended at this time

One of the key changes to the prescribed information on bills is the changes to ‘plan summary’ information in ‘Tier 2 information’. ENGIE does not support amendments to this aspect of the bill template at this time. Retailers spent significant time and development effort to generate this new information when the Better Bills Guideline was first introduced. There is no clear information provided in this draft package of documents to suggest that the current ‘plan summary’ is not meeting the policy intent and there is a market failure that needs to be addressed.

ENGIE notes that the current requirements are very clear about the information to be included in a ‘plan summary’, which improves consistency across retailers and likely makes it easier for consumers to easily understand the information. The proposed new requirements, which include matters such as ‘contract terms and customer obligations’ are more vague and may reduce consistency across retailers going

²⁵ ENGIE 2025, Submission to Retail Guidelines Review – Consultation paper, December, pp. 3 & 9-10.

²⁶ Ibid, p. 3.

forward. ENGIE also notes that the requirement of clause 62(a) of the draft Guidelines does not appear to expressly exclude the plan information required by clause 25(f) (that is, a link to plan information documents), which should be addressed for the final Guidelines. ENGIE notes that the link to plan information documents is only relevant for actively selling energy plans, noting that clause 30(b) of the draft Guidelines requires that links for expired or obsolete plans are required to be removed.

The definition of ‘bill notification’ needs to be clarified in the final Guidelines

ENGIE is comfortable with the AER’s approach to actioning the ‘improving the ability to switch to a better offer’ rule change, which requires the better offer message to be applied to communications that accompany a bill. However, ENGIE asks that the AER revisit the drafting of the definition of ‘bill notifications’ to remove some uncertainty around the scope of the requirements. This could be done through including some clear examples of communications that are excluded from the ‘bill notification’ definition.

The proposed definition refers to ‘a communication from the retailer to the customer that is sent within two weeks of a bill issue date to inform the customer that the retailer has issued a bill’, which could be interpreted as applying to any bill-related communications in that two week period, such as payment reminders or pre-bill alerts. The impacts of the reform to retailers would be substantially different depending on the scope of the ‘bill notification’ definition. ENGIE considers there would be significant operational impacts if better offer messages were required to be presented on payment reminders or pre-bill alerts.

Information on the proportion of a bill that is estimated is unlikely to improve customer understanding

ENGIE does not support the proposed requirement that retailers specify on a bill the proportion of the customer’s billing period that is estimated. It is not clear in what circumstances this type of information would be meaningfully used by customers and help to improve understanding of the bill. ENGIE considers that further information on the identified market failure and the proposed policy intent would be helpful to support informed engagement and feedback on this proposed change.

ENGIE notes that this requirement would create a new datapoint for the bill calculation and presentation, which would add extra cost for upgrades to billing systems and bill template re-design. ENGIE does not consider this is a useful cost for customers to fund without a clearer identification and explanation of the associated benefits and improvement to customer experience.

Customer hardship policies

ENGIE is supportive of the AER's proposed amendments to hardship policy responsibilities. In particular, ENGIE appreciates the AER taking on-board its feedback to make targeted improvements to standardised statements, such as improving the consistency of terminology used throughout the policy.

In terms of the processes and timeframes to gaining approval or variation of a customer hardship policy, ENGIE considers it would be helpful for the AER to establish separate processes depending on whether it is assessing a new hardship policy or a varied hardship policy. As noted in clause 108, the AER commits to finalising its approval within three months if the policy complies with the NERR. This relatively long timeframe, as well as the potential for the AER to re-assess the full hardship policy and direct additional variations, can act as a barrier to retailers initiating minor variations to their hardship policy.

ENGIE asks that the AER consider introducing a streamlined process for insignificant variations to a hardship policy, which may be an informing process rather than an approval process. While there are general exemptions from the AER approval process in clause 120 of the draft Guidelines, ENGIE contends that other exemptions could enable retailers to make stylistic, wording, or other factual updates that do not alter the substance of the policy.

ENGIE also considers that regulatory burden could be reduced by enabling a retailer to seek approval from the AER for specific retailer or AER initiated variations, rather than triggering a full re-assessment and approval of the full hardship policy. ENGIE contends that this type of simplified process would speed-up the hardship policy variation process for both retailers and the AER and reduce existing barriers for variations to hardship policies.

Design principles

ENGIE appreciates that the AER has largely listened to retailer feedback and have applied a revised set of design principles in a genuinely principles-based manner. As outlined in ENGIE's previous submission, retailers have direct accountability to customers and a strong incentive to ensure that communications are clear and easy to understand.²⁷

ENGIE's main feedback on the updated design principles largely relate to the scope of communications that are required to comply with the design principles. ENGIE also asks that the AER provide further clarity around one of the new requirements in the design principles relating to culturally and linguistically diverse customers.

The definition of 'communications' needs to be clarified in the final Guidelines

ENGIE notes that the AER has proposed to extend the scope of the design principles to all communications related to the draft Guidelines, as well as 'the provision of other information to a customer about their energy plan'²⁸. This definition could be broadly interpreted as intending to capture every communication that a retailer has with a customer. ENGIE understands that this is not likely to be the AER's intent and requests the removal of this aspect of the definition of 'communications' in the final Guidelines.

ENGIE agrees that retailers should develop all their communications in a manner that is fair, honest, and easy to understand. However, as will be discussed later in this submission on implementation, ENGIE notes that applying a broader compliance application of the design principles to all customer communications would require retailers to fully audit every customer communication for compliance with the design principles.

Additional guidance on the new requirements in the design principles would aid compliance

While ENGIE understands the intent of the proposed new requirement for information to be 'appropriately adapted to the needs of culturally and linguistically diverse customers'²⁹, the implementation implications of this requirement could be very significant depending on the AER's expectations of compliance. For example, ENGIE contends it would be highly impractical, costly, and resource-intensive to have comprehensive translations of all relevant communications in multiple languages.

Energy retailers will be willing to work with relevant stakeholders on proposals that can improve the accessibility of communications, if there is a view that current approaches to managing diverse customer needs are insufficient. For example, ENGIE currently includes information in important communications, such as bills and policies, on how customers can access translation services, interpreter services, and

²⁷ ENGIE 2025, Submission to Retail Guidelines Review – Consultation paper, December, p. 3.

²⁸ Australian Energy Regulator 2026, AER Retail Guidelines, June, p. 4 – Definition of 'communications'.

²⁹ Ibid, p. 8, Clause 10(c).

services for customers with speech and hearing impairments. An example of how this information is presented for customers is provided below.



Interpreter Service 1300 408 265 – 8:00am to 7:00pm, Mon – Fri AEST

TTY Service 1800 555 677 – 8:00am to 6:00pm, Mon – Fri AEST

National Relay Service (NRS)

If you are d/Deaf, hard of hearing, or have a speech/communication difficulty please contact us via one of the following options:

Voice relay: **1300 555 727** SMS relay: **0423 677 767** TTY: **1800 555 677**

NRS Chat: nrschat.nrscall.gov.au/nrs/internetrelay

Video Relay: Open Skype and contact NRS VIDEO RELAY SERVICE

NRS Captions: nrscaptions.nrscall.gov.au/nrs/captionrelay

NRS Help Desk:

Email: helpdesk@relayservice.com.au

Online: accesshub.gov.au/about-the-nrs/nrs-helpdesk/enquiries

The NRS Helpdesk operates from 8 am to 6 pm, Eastern Standard Time.

Per il servizio interpreti chiamare il numero indicato sopra.

للحصول على خدمات الترجمة الشفهية إتصل بالرقم المدرج أعلاه.

Για υπηρεσία διερμηνέων, τηλεφωνήστε στον παραπάνω αριθμό.

Para comunicarse con el servicio de interpretación llame al número indicado arriba.

Muốn liên lạc với sở thông dịch, xin vui lòng gọi số điện thoại trên đây.

如需口译服务, 请通过以上电话联系我們。

如需口譯服務, 請撥打以上電話。

Implementation timeframes

As highlighted throughout this submission, the AER's draft Guidelines would introduce significant changes to retailer processes, systems, and communications. For changes of this significance, retailers would typically require at least 12 months of implementation time from the date that the final requirements are available. This provides retailers with sufficient time to scope out the requirements, work with internal teams and external vendors on scheduling system upgrades, and undertaking sufficient testing to ensure there are no compliance issues and negative customer outcomes when the changes are rolled out into production.

ENGIE also notes that retailers are already managing significant reforms in the second-half of 2026, including the introduction of the Midday Power Saver in Victoria, the automatic best offer mechanism in Victoria, and the AEMC's 'assisting hardship customers' rule change. In addition, implementing reforms in December is generally challenging due to freeze periods implemented by many vendors around this key holiday period.

Depending on the scope of changes required in the final Guidelines, ENGIE would recommend that the AER defer the implementation of the Guidelines to provide at least 12 months of implementation time. In the below sections, ENGIE provides further information on implementation considerations on specific reforms set out in the draft Guidelines.

Comparative information

ENGIE considers two of the proposals in the draft Guidelines would require significant and time-consuming work to rebuild the existing better offer mechanism:

- Requiring support for cross-tariff comparisons to determine the better offer; and
- Introducing an additional verification in the calculation to exclude any energy offer that has a future end-date within 15 business days of the bill issue date.

As noted earlier in this submission, these are not simple additions to the better offer mechanism. Particularly for cross-tariff comparisons, this would likely require the mechanism to be rebuilt from the ground-up and would fundamentally change the calculation methodology. ENGIE has not yet scoped out the time and cost involved with these specific changes required with its vendors, but based on our experience with the original best offer mechanism in Victoria it is unlikely that this could be delivered in less than 12 months.

The proposed requirement to ensure a deemed better offer is available for a reasonable period after the communication would also have broader impacts across the business, such as on pricing strategies and approaches to energy offer launches and withdrawals.

Plan information

While the drafting of the content to support additional plan information for flexible plans can likely be delivered by the end of 2026, ENGIE considers that the technical delivery of this information will likely require additional time due to the AER's proposal that Energy Made Easy will not support the automation of the additional plan information. In addition, retailers will likely need to develop new communications and system checks to support the AER's proposed requirements, which will require development time and testing before implementation.

For example, retailers will require development time to ensure that additional plan information for flexible plans can be displayed on webpages where the associated plan information document is located, as well as automations to withdraw this content when the plan is end-dated.

As noted earlier in this submission, the proposed clause 26(d) of the draft Guidelines appears to envisage that retailers would trigger specific customer communications if a threshold is reached that suggests the customer may not be well-suited to the flexible plan. To comply with this proposed requirement, retailers would need to scope out and decide on appropriate thresholds for this new communication, decide on the format of the communication, and create system automations to undertake the relevant assessments and trigger the communication. As with all other updated and new processes, retailers will also need time prior to implementation to test and ensure that these processes are delivering the intended results.

Customer bills

ENGIE notes that retailers were provided with over 12 months of implementation time to comply with the initial Better Bills Guideline, with the commencement date of the rule being deferred to 30 September 2023.³⁰ That 2023 project provides a useful indication of the implementation period required to deliver material updates to bill templates and the underlying data used to generate bills.

In that context, ENGIE considers it unreasonable to provide retailers with only a few months to review bill templates in the context of the updated Guidelines and make the necessary updates to template designs and undertake testing.

ENGIE notes that additional complications added to the bill generation, such as requiring a calculation of the proportion of a bill that is estimated or varying the information required in plan summary sections, require significant work to scope out and identify the relevant datafields in retailer systems, potentially create new datafields, update bill designs and tables, and testing different bill variations to ensure information is displaying as expected.

³⁰ Australian Energy Market Commission 2022, Rule determination – National Energy Retail Amendment (Delaying implementation of the AER Billing Guideline) Rule 2022, October.

Customer hardship policies

ENGIE notes that clause 101 of the draft Guidelines requires retailers to submit a varied customer hardship policy to the AER within three months of an amendment to the Guidelines. ENGIE considers this is an appropriate timeframe and should provide enough time for ENGIE to undertake a fulsome review of its customer hardship policy against the updated customer hardship policy requirements and the design principles. ENGIE would be comfortable with this aspect of the reform package progressing earlier than 12 months after the final decision, to ensure that hardship policies are up-to-date and provide our customers with accurate information about the support they can expect to receive.

Design principles

As noted earlier in this submission, ENGIE notes that the time required to ensure compliance with the design principles will be dependent on the scope of the defined term 'communications' in the final Guidelines and the number of customer communications that require to be audited and updated.

Retailers have hundreds of variations of customer communications across all the potential customer touchpoints and reviewing all of these for compliance with the specific design principles in the draft Guidelines and documenting the outcomes of that review would be very resource-intensive.

Even with a more limited scope, which is solely focused on communications related to the topics in the draft Guidelines, there may be quite a number of customer communications that are captured by the definition and are required to be formally audited to demonstrate compliance with the obligations.

ENGIE also notes that reviewing and updating communications, even with a limited scope, to ensure they are adapted to the needs of culturally and linguistically diverse customers could be a very resource intensive task that requires engagement with relevant third-parties with appropriate expertise. This type of work could not feasibly be delivered within the implementation timeframes proposed in the draft Guidelines.