



21 July 2026

Clare Savage
Chair - Australian Energy Regulator
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Canberra ACT 2601

Lodged electronically: consumers@aer.gov.au

Dear Ms Savage,

AER Retail Guidelines Review - Draft Guidelines

Origin Energy (Origin) appreciates the opportunity to provide comment on the Australian Energy Regulator's (AER) Review of the Retail Guidelines – Draft Guidelines. Origin supports the AER's objective of consolidating the Guidelines and improving the clarity, consistency and usefulness of customer information, including changes that help customers understand their bills, compare offers and make informed decisions. However, several aspects of the Draft Guidelines appear to move beyond consolidation and operational clarification and would introduce new policy positions and substantive obligations that have not been subject to a full regulatory impact assessment.

Origin's key concern is that the Draft Guidelines would materially expand the scope and complexity of existing obligations. In particular, the proposed definitions of benefit and benefit change should remain aligned with the National Energy Retail Rules (NERR). The Draft Guidelines would broaden the concept of a benefit beyond benefits provided under a market retail contract and remove the requirement that a benefit be provided for a minimum or fixed benefit period. In Origin's view, this exceeds the appropriate scope of the Guidelines and should instead be progressed through the statutory rule change process if the policy intent is to expand the notification obligation.

Changes to variable tariffs, charges or energy payments should also be treated as price changes only, unless the benefit itself changes or ceases. Requiring both a price change notice and a benefit change notice where only the underlying price has changed would be confusing for customers and operationally impractical, particularly for annual price changes following publication of the final Default Market Offer.

Origin is also concerned that the proposed deemed better offer methodology may require retailers to compare a customer's current plan against materially different tariff structures, including flat tariffs, time-of-use tariffs, standing offers and offers aligned to different network tariffs. This would move the framework beyond like-for-like comparisons and into tariff optimisation, requiring complex customer-level modelling and system changes that may make better offer messages less clear and less credible for customers.

The Guidelines should also recognise that flexible plans require tailored treatment. These plans are designed around active customer participation, digital engagement and optimisation of energy resources, meaning a standard best offer comparison based on historical consumption may not provide an accurate or meaningful assessment. Where a robust like-for-like comparison cannot be undertaken, customers should receive clear information explaining the nature of the flexible plan and where they can obtain further information or discuss alternative products.

More broadly, customer communications should remain clear, targeted and proportionate. Origin supports principles-based communication requirements but is concerned that several proposed requirements would add complexity and clutter to bills, benefit change notices and bill notifications. Customers are best served by concise communications that focus on the key information they need to understand and act upon.

Finally, the proposed implementation timeframe is not achievable. The Draft Guidelines would require substantial changes to billing systems, digital channels, product management processes, customer

communications and compliance controls. Origin recommends further consultation and a commencement date no earlier than 12 to 18 months after publication of the final Guidelines, with 18 months required if the deemed better offer calculation is materially amended. Origin's key concerns are explained in more detail below. Detailed drafting comments are provided in **Attachment A**.

Origin supports clearer and more useful customer information, but considers several proposed changes would expand existing obligations beyond the current regulatory framework, create customer confusion and require significant system and process changes.

1. Benefit and benefit change definitions should remain aligned with the NERR

The Draft Guidelines would broaden the concept of a benefit by extending it to features merely associated with a market retail contract and by removing the requirement that a benefit be provided for a minimum or fixed benefit period. Origin considers this is inconsistent with rule 45A of the NERR, which confines the obligation to benefits provided under a market retail contract for a minimum or fixed benefit period.

While the NERR allows the AER to specify what constitutes a benefit change, that power must be exercised within the statutory framework established by the Rules. It does not authorise the AER to redefine the underlying concept of a benefit or expand the class of arrangements to which the notification obligation applies. If the policy intent is to expand the obligation, this should be progressed through the AEMC rule change process.

2. Variable price changes should not also trigger benefit change notices

The Draft Guidelines would treat changes to underlying tariffs, charges or fees as benefit changes where they alter the financial value of a benefit, even if the benefit itself remains unchanged. Origin does not support this approach. A change to a variable tariff, rate, charge or energy payment should trigger a price change notice only, unless the retailer has separately committed to a fixed or minimum benefit for a defined period.

Requiring both a price change notice and a benefit change notice where only the underlying price has changed is likely to confuse customers. For example, if a customer receives a guaranteed percentage discount and underlying prices fall, the dollar value of the discount may reduce even though the customer pays less overall. A benefit change notice could wrongly imply that the customer is worse off. The proposal is also impractical for annual price changes. Benefit change notices require at least 20 business days' notice, but the final Default Market Offer is not published sufficiently in advance to allow retailers to determine market prices, update systems and issue both notices within that timeframe. If the AER retains this requirement, the timing for benefit change notices should align with the price change notice timeframe in these circumstances.

Origin recommends that changes relating solely to variable prices, charges or energy payments be treated as price changes only. A benefit change notice should be required only where the benefit itself changes or ceases.

3. Deemed better offer comparisons should remain like-for-like

Origin is concerned that the proposed deemed better offer definition may require retailers to compare a customer's current plan against every generally available plan for which the customer is eligible, including plans with materially different tariff structures. Retailers currently undertake like-for-like comparisons, such as comparing flat tariff products with other flat tariff products.

Expanding the comparison to include flat tariffs, time-of-use tariffs, standing offers and products aligned to different network tariffs would move the framework beyond identifying a better offer and into tariff optimisation. This is a materially different and significantly more complex obligation. Such comparisons would require customer-level modelling across multiple tariff structures, significant system enhancements and extensive testing. They may also be difficult to explain in a clear and credible best

offer message, particularly where the customer would need to change network tariff to realise the estimated saving.

Origin recommends retaining the existing like-for-like approach to deemed better offer calculations. If the AER proceeds with a materially broader methodology, retailers will require at least 18 months to implement the necessary system and process changes.

4. Better offer calculations should be tied to the relevant bill

The Draft Guidelines would require better offer messages to be generated at the date a communication is issued. Origin seeks clarification that, where a subsequent communication relates to an existing bill, retailers may rely on the better offer calculation performed when the bill was issued.

Requiring recalculation for each bill-related email, SMS or app notification would significantly expand system requirements and could result in customers receiving different better offer messages for the same bill, depending on the date each communication is generated.

5. Flexible plans require tailored treatment

Flexible plans should be treated differently from traditional generally available energy plans for the purposes of the deemed better offer and Energy Made Easy frameworks. These products rely on customer participation, digital engagement and optimisation of energy resources, meaning customer outcomes may not be accurately assessed using historical consumption alone.

The Draft Guidelines already recognise the distinct nature of flexible plans by requiring additional information about the type of customer the plan suits, how the customer can maximise value, the role of automation or optimisation, protections against unreasonably high bills and where further information is available.

Where a robust like-for-like comparison cannot be undertaken, a message that a customer could save money on another plan may be inaccurate or misleading. Origin recommends that customers on flexible plans instead receive clear information explaining the nature of their plan and where they can obtain further information or discuss alternative products.

Energy Made Easy should also distinguish flexible plans from traditional generally available plans through a separate category or filtering mechanism. This would help customers compare products with similar characteristics and better understand different pricing and engagement models.

6. Customer communications should remain concise and proportionate

Origin supports clear customer communications, but is concerned that several proposed requirements would add unnecessary complexity to bills, benefit change notices and bill notifications. These communications should focus on the information customers need to understand and act on, rather than attempting to summarise extensive plan information and eligibility conditions.

On bills, much of the proposed additional information would duplicate existing requirements relating to charges, tariffs, rates, fees, discounts, incentives and rewards. Adding further information on pricing structures, variability, contract terms, customer obligations and links to plan information documents risks cluttering bills and reducing the prominence of key messages.

Origin also considers that any requirement to identify the month and year a plan commenced should apply only to new plans developed after commencement. Applying this retrospectively to legacy plans would be difficult given older product records and legacy systems.

7. The proposed implementation timeframe is not practicable

The proposed commencement date of 31 December 2026 is not practicable given the breadth and complexity of the changes. The Draft Guidelines would require changes to billing systems, digital channels, customer communications, product management processes and compliance controls.

Origin recommends further consultation and a commencement date no earlier than 12 to 18 months after publication of the final Guidelines. An 18-month period would be required if the deemed better offer calculation is materially amended.

Recent implementation experience, including the Solar Sharer Offer, demonstrates the risks of compressed timeframes for complex system changes. Insufficient implementation time can result in inconsistent customer experiences, higher implementation risk and increased customer confusion.

Should you have any questions or wish to discuss this information further, please contact Caroline Brumby on [REDACTED] or [REDACTED].

Yours sincerely



Sean Greenup
Group Manager Regulatory Policy

AER Draft Guidelines – Origin Energy Detailed Comments

Part 1: Overview

Amended Clause	Origin Comment
Introduction, legislative basis, compliance and enforcement, states in which the Guidelines apply and commencement date. Commencement date: 31 December 2026.	We do not consider the proposed commencement date to be appropriate given the scope of the changes and the additional implementation complexity, particularly at this time of year when many organisations are operating under code freezes and reduced staffing levels due to end-of-year shutdown periods. Accordingly, we propose that the Guidelines commence 12 -18 months following the publication of the final Guidelines.

Part 2: Definitions and Standardised Terms

Amended Clause	Origin Comment
<i>Annual total cost</i> The minimum possible amount payable by a small customer under an energy plan calculated on the basis of the small customer's annual usage history and the tariff, charges and discount rates current at the date a communication will be issued, • excluding the value of any one-off gift or sign-up credit • with all discounts applied including any discount the customer receives because the customer buys another good or service, and • including any amounts deducted, credited, or received by the retailer under a government funded energy charge rebate, concession or relief scheme.	Amendment requested: The inclusion of the words "<i>at the date a communication will be issued</i>" introduces significant technical complexity as it could require retailers to calculate the best offer not only at bill generation but again at the communication date for any subsequent bill-related communication. This would require billing systems to support annual cost calculations across a much broader range of communications, including emails, SMS messages and software application notifications, rather than limiting these calculations to bill generation. This change represents a substantial systems enhancement and increases the risk of inconsistent outcomes where prices or offers change between bill generation and subsequent communications. The additional cost, complexity and risk may also discourage retailers from providing customers with supplementary bill-related communications.

Amended Clause	Origin Comment
	To address this issue, we request clarification that where a subsequent communication relates to an existing bill, retailers may rely on the best offer calculation performed at the time the bill was generated, rather than recalculating the annual total cost at the communication date.
<i>Annual usage history</i> The consumption or export of electricity or gas by a small customer at the customer's current premises over the 12- month period preceding the communication date. Where the retailer does not have 12 months of metering data for the customer at the customer's current premises, the retailer must estimate the customer's consumption and export (as applicable) of electricity or gas during a 12- month period having regard to any relevant information that is available to the retailer (and must have regard to any metering data obtained during the 12 month period preceding the bill issue date).	
<i>Benefit</i> A discount, reward or other advantageous feature provided to a customer under or associated with a market retail contract during the term of that contract.	Amendment requested: We do not support this definition as drafted. We strongly support retaining the current wording, which limits the definition of a benefit to one provided under the market retail contract, rather than broadening it to include benefits merely associated with the contract. Many energy retailers offer a wide range of products and services, including non-energy offerings. It is unclear whether the expanded definition of benefit would mean that benefits provided in relation to non-energy products would be caught by the definition of benefit where those benefits are provided because a customer also has energy with the same retailer. Retaining the current limitation on benefits provided under the market retail contract removes this ambiguity. In addition, if these sorts of benefits are caught, then where those benefits changed would the customer's market retail contract be caught by rule 48C NERR? Requiring benefit change notices in these circumstances is also likely to confuse customers by notifying them of changes that do not affect the terms or value of their energy contract.

Amended Clause	Origin Comment
	The expanded definition also raises the question of how customer rewards are to be treated – for example offers provided to customers because they are with a particular retailer – such as shopping or movie ticket discounts. These can be redeemed by customers of their own accord and are not provided under the terms of the market retail contract. However, on the expanded definition, it's unclear whether they would be considered to be associated with the market retail contract. It would simply not be possible to provide benefit change notices when a customer redeems such a reward and nor should it be required as again, this does not affect the value of the customer's market retail contract or reflect any change to that contract.
Benefit change A change (other than an excluded change) to, or the expiry of, a <i>benefit</i> (whether or not as a result of the variation to the contract), including but not limited to: • any financial <i>benefit</i>; or • any <i>non-financial benefit</i>.	Do not support: The Draft Guidelines adopt a definition of benefit change that is both broader than, and inconsistent with, the concept of a benefit change established in rule 45A(a) of the National Energy Retail Rules (NERR). In particular, the Draft Guidelines: • extend the concept of a benefit to include features not only provided under a market retail contract, but also those merely associated with a market retail contract; • define a benefit change as any change to, or expiry of, a benefit other than an excluded change; and • remove the requirement that a benefit be provided for a minimum period or fixed benefit period. Origin considers that these amendments exceed the AER's guideline making power under rule 48B(3)(a) of the NERR. Rule 48A NERR requires a retailer to provide a benefit change notice only where a market retail contract provides for a benefit change. The notification obligation is therefore confined to benefit changes that fall within the framework established by the NERR. Rule 45A(a) NERR establishes two fundamental elements of that framework. First, the relevant benefit must be provided under a market retail contract. Secondly, the benefit must be provided for a minimum period or fixed benefit period. These are substantive elements adopted by the AEMC to define the circumstances in which the notification obligation arises.

Amended Clause	Origin Comment
	The Draft Guidelines depart from both of these statutory limits. By extending the concept of a benefit to arrangements merely associated with a market retail contract, they expand the notification obligation beyond benefits provided under the contract itself. Likewise, by removing the requirement for a minimum or fixed benefit period, the Draft Guidelines extend the notification regime to benefits that were not intended to be captured by rule 45A(a) of the NERR. While rule 45A(b) permits the AER to specify the types of benefit change notices that must be given, and rule 48B(3)(a) empowers the AER to specify what constitutes a benefit change, those powers must be exercised consistently with the statutory framework established by rule 45A NERR. They enable the AER to clarify the types or characteristics of benefit changes captured by the Rules, but they do not authorise the AER to redefine the underlying concept of a benefit or expand the class of arrangements to which the notification obligation applies. Origin submits that a Guideline cannot enlarge the statutory trigger in rule 48A of the NERR. The Australian Energy Market Commission (AEMC's) Final Determination for the National Energy Retail Amendment (Notification of the end of a fixed benefit period) Rule2017 (Final Determination) reinforces this interpretation. The AEMC explained that "a notice will be required whenever a benefit that is provided only for a fixed or minimum term changes", demonstrating that the requirement for a fixed or minimum benefit period was a deliberate policy choice rather than an incidental drafting feature. The Final Determination also explains that rule 48B(3)(a) was intended to allow the AER to determine the types of changes that trigger the notification obligation, citing examples such as whether changing an unconditional discount to a pay-on-time discount or an introductory discount end constitutes a benefit change. Each example operates within the statutory framework established by rule 45A NERR that is, it concerns a benefit provided under a market retail contract for a minimum or fixed period. Nothing in the Final Determination suggests that the AEMC intended to authorise the AER to 1) remove the minimum or 2) fixed period requirement or 3) to extend the notification obligation to benefits merely associated with a

Amended Clause	Origin Comment
	market retail contract. The Draft Guidelines do not simply specify the types of benefit changes captured by the existing framework; they redefine the statutory concept of a benefit change. Any expansion of that concept is a matter for the AEMC through the statutory rule change process, where the policy and commercial implications of such a change can be properly considered. Accordingly, Origin submits that the Draft Guidelines exceed the scope of the power conferred on the AER by rule 48B(3)(a) of the NERR.
<i>Better offer message</i> A better offer message is comparative information which communicates whether a deemed better offer is available.	
<i>Bill notification</i> A communication from the retailer to the customer that is sent within two weeks of a bill issue date to inform the customer that the retailer has issued a bill, including but not limited to: • a cover email to which the bill is attached • a cover email which links to a website where the bill can be downloaded • an SMS message that informs the customer the bill has been issued • an application notification that informs the customer the bill has been issued.	Amendment requested: We do not support the amended definition. This definition is broad and complex for the industry to both implement and monitor. We propose that the definition should align with the Victorian Essential Services Commission (ESC) definition of bill summary: <i>“bill summary means a communication from the retailer to the small customer that:</i> <i>(a) informs the small customer that the retailer has issued a new bill;</i> <i>and</i> <i>(b) includes the bill due date and the amount due;”</i> Proposed wording (red text is proposed amendment): If the AER does not accept the adoption of the ESC definition, we provide the following comments on the ‘bill notification’ definition. A communication from the retailer to the customer that ~~is sent within two weeks of a bill issue date to~~ informs the customer that the retailer has issued a bill, including but not limited to: • a cover email to which the bill is attached • a cover email ~~to the bill~~ which links to a website where the bill can be downloaded • ~~an SMS message that informs the customer the bill has been issued~~ • ~~an application notification that informs the customer the bill has been issued.~~

Amended Clause	Origin Comment
	The words “<i>sent within two weeks of the bill issue date</i>” should be removed. The requirement should be linked to communication issued at the same time as a bill as per the amended Rule25 of the NERR: <i>Rule25 NERR: In preparing and issuing bills (including any written communications relating to and sent at the same time as a bill) to a small customer, a retailer must comply with the billing guideline”.</i> We further support limiting the notification requirement to: • a cover email to which the bill is attached; or • a cover email containing a link to a website where the bill can be downloaded. Extending this requirement to SMS and software application notifications would introduce considerable complexity and cost. This links back to our comments regarding the proposed “<i>communication date</i>” requirement. Requiring the Better Offer Bill (BOB) message to be generated at the time of each communication, rather than at bill generation, could result in different BOB messages being presented to customers, creating unnecessary confusion. For example, as smart meter penetration increases and customers receive daily usage updates, the previous 12 months of consumption data changes each day. This may alter the BOB assessment, particularly for customers whose usage is close to the eligibility threshold, resulting in different BOB messages being generated for the same billing period. Extending the BOB requirement to supplementary communications such as SMS and software application notifications would also impose significant implementation and ongoing operational costs. Retailer systems are currently designed to generate the BOB message at the time the bill is created. Requiring the message to be regenerated for subsequent communications would necessitate additional system development, increased processing, and

Amended Clause	Origin Comment
	more complex integration between billing and communication platforms that currently operate independently. The practical effect is likely to discourage retailers from sending supplementary bill notifications or reminders until a bill becomes overdue, reducing the frequency of customer communications and undermining customer engagement.
<i>Business day</i> Has the meaning given to the term in section 2 of the Retail Law, being a day that is not: • a Saturday or Sunday; or • observed as a public holiday on the same day in each of the participating jurisdiction (except the Commonwealth).	
<i>Charging window</i> The specific, pre-determined time periods when different rates apply to a customer's energy consumption or demand.	
<i>Communications</i> A communication from a retailer to a customer, including but not limited to: • bills • bill notifications • the provision of comparative information • the provision of plan information • the provision of other information to a customer about their energy plan	
<i>Customer</i> Small customer as defined in section 5 of the Retail Law, being a customer who is: • a residential customer; or • a business customer who consumes energy at business premises below the upper consumption threshold as determined by jurisdictional regulations.	
<i>Deemed better offer</i> A generally available plan offered by the retailer to a customer that: • is applicable to the customer at the time of calculation;	fi The new definition of deemed best offer requires that the deemed best offer must "remain applicable to the customer for a reasonable time following the

Amended Clause	Origin Comment
• will remain applicable to the customer for a reasonable time following the communication date; • has the lowest annual total cost compared to the customer's current plan, calculated having regard to the customer's annual usage history; and • is at least \$50 (incl. applicable taxes) lower in annual total cost than the customer's current plan, excluding any non-financial benefits and any discounts that apply only because the customer acquires another good or service; • does not have as a precondition or condition that the customer have or maintain an affiliation or membership with an entity that is unrelated to the retailer.	<i>communication date</i>". This requirement would make it extremely challenging for retailers to retire or amend their plans. Generally, retailer cease offering an existing plan and introduce a replacement plan on the same date. Requiring the previous offer to remain available for an additional period would create significant operational complexity, including maintaining multiple versions of products, pricing and associated systems concurrently. It would also increase compliance and operational risk, particularly where sales channels, billing systems and customer-facing platforms must continue to support offers that have otherwise been withdrawn. Origin currently manages this issue by noting on its best offer messages that our plans will change from time to time but our best generally available offer is always on our compare plans page. We believe reference to reasonable time be removed. Origin supports increasing the threshold to \$50, recognising that best offer calculations are based on complex datasets and that inflation has reduced the value of the existing threshold since the clause was introduced.
<i>Design principles</i> The design principles set out in Part 3.	Question: We question how this design principles apply to SMS messages. SMS cannot display formatting such as headings, shading, or different font sizes. Further concern, bill notifications may be generated from systems independent of the billing platform and it means multiple system and processes changes.
<i>Energy payment</i> Any payment or credit by a retailer to a small customer for products or services provided by the small customer to the retailer under a market retail contract or a standard retail contract, for example a feed-in arrangement or demand reduction arrangement.	Question: We question whether it is intended that the section on our bill be titled "Energy Payments" or is it sufficient as per the design principles to use headers which make it easy for customers to understand the different parts of the bill.
Ergon Energy Ergon Energy Queensland Pty Ltd ABN 11 121 177 802	

Amended Clause	Origin Comment
<i>Excluded change</i> A change – whether an increase or decrease – to the underlying tariffs, charges or fees payable by a small customer under a market retail contract: • that does not alter the type or nature of a benefit; and • that does not alter the financial value of the benefit.	Amendment requested: Origin does not support the proposed expansion of the definition of a benefit change to include changes to underlying tariffs, charges or other pricing inputs where the customer's benefit itself has not changed. A variation to the underlying price should be treated as a price change only and should not trigger a benefit change notice. If variable price changes are to be treated as benefit changes, then consideration would need to be given to any impacts of this for the application of rule 48C NERR. If this approach was taken then it may discourage retailers from offering benefits, such as guaranteed percentage discounts, as routine annual price changes could trigger benefit change obligations even where the contractual benefit remains unchanged. A better approach may be to exclude this scenario from constituting a benefit change and instead require additional information in a price change notice that is sent where the price change alters the financial value of the benefit. However, careful consideration needs to be given to ensuring information presented to customers is clear, simple and relevant, in the same way as illustrated by the examples below. Treating changes to the underlying rates as a benefit change may also result in confusing and potentially misleading customer communications. For example, where a customer receives a guaranteed 10% discount and underlying prices decrease, the dollar value of the discount will reduce, despite the customer being better off overall. A benefit change notice indicating that the value of the benefit has decreased may create the misleading impression that the customer has lost value and could encourage customers to switch plans when doing so may not be in their best interests. Conversely, where prices increase, the dollar value of a percentage discount increases, yet the prescribed benefit change messaging requires retailers to communicate that a benefit is being lost. This would not accurately reflect the customer's experience and may undermine customer understanding. The proposed approach is also not operationally feasible for annual price changes. Benefit change notices require at least 20 business days' notice, however the timing of the final Default Market Offer (DMO) publication does not provide retailers with sufficient time to assess the DMO, determine market

Amended Clause	Origin Comment
	prices and issue both a price change notice and a benefit change notice within this timeframe. If both notices are required in these circumstances, Origin considers that the price change notice timeframe should also apply to the benefit change notice. Origin considers that changes relating solely to variable prices, charges or energy payments under a market retail contract should be treated as price changes only, unless a retailer has contractually committed to something more than a variable rate (e.g. a fixed rate) for a fixed or minimum period. The underlying tariff represents the base price of an offer, whereas a benefit is an additional feature that provides value to the customer, such as a discount, fixed rate or rewards points. A benefit change notice should only be required where that additional benefit changes or ceases. Origin also recommends retaining the existing exclusions for one-off benefits, benefits that roll over on the same terms and conditions, and changes where a price change notice is already required. In particular, the fulfilment of one-off benefits should not be considered a benefit change – the benefit is not changing, it is simply being provided in accordance with its terms. Sending a benefit change notice in these circumstances would again be confusing for customers as no benefit has been lost and the value of their energy agreement has not changed because the one-off benefit promised has been provided. Removing these exclusions creates uncertainty as to whether these circumstances continue to be treated as excluded changes.
<i>Flexible plan</i> A plan with unit rates: • that vary based on external factors; and, • are not flat-rate, standard time-of-use or regulated tariffs	Amendment requested: We note the proposed definition of a Flexible Plan is limited to plans with unit rates that vary based on external factors. While this definition appears appropriate for products with dynamic or variable energy rates, it may not capture other emerging retail products that are different from traditional tariff-based pricing structures and present similar challenges for customer understanding, plan comparison and the application of existing information requirements. We propose that the definition should be broadened to encompass innovative pricing models where the customer's charges are not principally determined by traditional regulated, flat-rate or time-of-use tariff structures and may expand to

Amended Clause	Origin Comment
	variable unit rates and fixed periodic amounts. This would help ensure the framework remains adaptable to future product innovation and that similar customer outcomes are supported through a consistent regulatory approach.
<i>Generally available plan</i> Any plan that is available to any customer in the relevant distribution zone unless it is classified as a restricted plan.	
<i>Hardship program</i> A program outlined in a customer hardship policy (as referred to in section 44(e) of the National Energy Retail Law).	
<i>Key information</i> The information identified in: • clause 50 of the Benefit Change Notice Guidelines • clause 59 of the Billing Guideline • clause 25–28 of the Retail Pricing Information Guidelines.	
<i>Metering identifier</i> The customer's National Metering Identifier (NMI), Meter Installation Registration Number (MIRN), delivery point identifier (DPI), and/or settlement points as applicable, presented in accordance with clause 4.	
<i>Meter serial number</i> The serial number of metering equipment devices installed at the customer's metering point.	Support: We support this change as it allows customers with multiple meters to be able to identify usage associated with the relevant meter.
<i>National energy laws</i> The National Electricity Law, National Gas Law, National Energy Retail Law and the respective Rules and Regulations made under those laws.	
<i>Non-financial benefit</i> A benefit which is not a monetary benefit under or associated with the relevant electricity supply contract. It could include third party subscriptions or other free or discounted goods or services.	Amendment requested: We note that this definition introduces the phrase "associated with the relevant electricity supply contract". This definition should be limited to non-financial benefits that are provided under the market retail contract, rather than those merely associated with it, for the same reasons as set out above in relation to the definition of benefit. The reference to "relevant electricity supply contract" is also inconsistent with the terminology used elsewhere in the definitions of benefits, which refer to a "market retail contract". That terminology should be retained throughout for

Amended Clause	Origin Comment
	consistency, particularly as these obligations apply only to market retail contracts and not to standard retail contracts.
<i>Plan information</i> Information about energy plans as outlined in clauses 25 –27 presented in accordance with clause 28.	
<i>Prescribed information</i> Information which must be given to customers in accordance with these guidelines.	
<i>Restricted plan</i> Plans specifically targeted to an exclusive individual or group and tailored to the specific circumstances of that customer and their need(s). These plans include, but are not limited to, plans which require specific proprietary technology or equipment to be installed to access the plan.	Support: Origin supports this change due to issues with providing better offer messages for certain unique product types for which there is no equivalent and the value generated is due to special equipment, like a specific battery or solar system.
<i>Retailer identifying information</i> A retailer's trading name, logo, customer service email address and website.	Support: this amendment.
<i>Retailer staff</i> A person who has the authority or ability to act on behalf of the retailer. This includes the retailer's employees, independent contractors, sub-contractors, and agents representing the retailer in business, including call centre and marketing personnel	
<i>Secondary settlement point</i> A metering point within the premises of an end user that has been established as a secondary settlement point in accordance with the NER.	
<i>Standardised statement – Introduction</i> The wording referred to in Part 8 of these guidelines under the heading 'Standardised Statement – Introduction'.	
<i>Standardised statements</i> The wording referred to in Part 8 of these guidelines.	
<i>Usage</i> A customer's consumption and/or exports.	Amendment requested: The words "or exports" should be deleted. Their inclusion would have considerable system and process impacts. Specifically, it would require changes to the calculation and presentation of information such as average daily usage, historical usage graphs and same period last year comparisons.

Amended Clause	Origin Comment
	These changes would also extend beyond customer bills to digital channels, including MyAccount and other online services. Implementing them would be complex, require substantial system development, and involve considerable time and cost. Incorporating exports could make this information more difficult to interpret, reduce the usefulness of historical comparisons, and potentially create confusion rather than improving customers' understanding of their energy use.
<i>Transitional arrangements and commencement date</i> The final guidelines will take effect on the date provided for commencement in the guidelines or, if no date is provided, 10 business days after the final guidelines are published. AER's initial view is it may be appropriate to delay commencement of the guidelines until 31 December 2026, which aligns with the date the National Energy Retail Amendment (Assisting hardship customers) Rule 2025 comes into effect.	Amendment requested: The proposed implementation timeframe does not provide retailers with sufficient time to design, build, test and deploy the required system and process changes. This is further compounded by reduced resourcing over the holiday period and the significant volume of other regulatory initiatives currently being delivered. We believe the Guidelines should commence 12-18 months after publication of the final Guidelines. We believe 18 months is required for any proposed amendment to the underlying calculation of a deemed

Part 3. Design principles

New Draft Guidelines	Origin Comment
This Part sets out the obligations relating to the design of communications. These obligations form part of each of the guidelines, in accordance with the Retail Law and Retail Rules	Seek clarification: We seek clarification on the scope of communications intended to be captured by these requirements. In particular, is it intended that the obligations apply to communications such as: • Welcome emails • Payment reminder SMS messages • Hardship correspondence • Planned or unplanned outage notifications • Software Application notifications • Other transactional or service-related communications.
Design principles objective	Comment: Origin supports a principles-based approach to the design of customer communications. This approach provides flexibility to accommodate the ongoing

New Draft Guidelines	Origin Comment
6. The objective of the design principles is to ensure retailers act fairly and honestly when presenting prescribed information in communications with customers. 7. Retailers must act in accordance with the objective. <i>Note: Clauses 6 and 7 are intended to operate so that wherever retailers are required to develop and send communications in line with these design principles, they do so in a way that is honest and fair. These clauses support a shift to principles-based regulation in the context of an evolving energy market, which brings a heightened risk of gaps in protections for customers and a need for more general overarching obligations.</i>	evolution of the energy market, customer communication practices and technology. Accordingly, Origin considers that clauses 6 and 7 should be limited to setting out the overarching principles, with the prescriptive requirements that follow removed (clauses 8-12 removed). Retailers are already required to comply with the principles and prohibitions under the Australian Consumer Law, which provide appropriate safeguards to ensure communications are clear, accurate and not misleading.
Use simple language 8. Communications must use a conversational tone, plain language and basic grammar. 9. Communications must avoid jargon, technical terms, uncommon terminology, abbreviations and acronyms. Where this cannot be avoided, a plain language explanation must accompany the terminology.	
Make communications easy to understand. 10. Information in communications must: a) be presented in a way that is easy to understand; b) meet appropriate technical accessibility standards; and c) be appropriately adapted to the needs of culturally and linguistically diverse customers 11. Communications must prioritise customer comprehension through the use of: a) appropriate colour, headings, borders and shading; b) accessible font sizes and font styles; c) white space to reduce clutter; and d) information in infographic, graph, table and/or picture forms, where appropriate.	Seek clarification: Origin seeks clarification on the intended scope of clauses 10(b) and 10(c). In particular, further guidance is needed on the types of communications these provisions apply to and the meaning of "appropriate accessibility standards". It is unclear whether the clauses are intended to extend to digital accessibility features, such as screen reader compatibility for customers with vision impairment, text-to-speech functionality or translation tools for customers who speak languages other than English. As currently drafted, the obligations are broad. Origin seeks guidance is provided on compliance requirements.
Make key information most prominent 12. Communications must give prominence to key information in a way that prioritises customer comprehension through appropriate use of:	

New Draft Guidelines	Origin Comment
a) placement or positioning; b) bold font or a larger font size (compared to most of the information); and c) colour, headings and shading.	

Part 4. Comparative information

Amended Clause	Origin Comment
<i>Comparative information objective</i> 14. The objective of comparative information is to prompt a customer to consider comparing their current plan with other plans available to them. 15. Wherever comparative information is required, it must be presented: a) In accordance with the requirements set out in Parts 5 or 7 (whichever is applicable); and, b) in accordance with the design principles.	Question: We question the intended obligations for clause 15 when comparative information is provided by SMS.
<i>Deemed better offer</i> 16. In assessing whether a deemed better offer is available, a retailer must: a) compare the annual total cost of the customer's current plan with the annual total cost of each generally available plan applicable to the customer, having regard to the customer's annual usage history; and b) disregard the value of: i) any non-financial benefits; and ii) any discount that applies only because the customer acquires another good or service.	Amendment requested: We are concerned that the proposed definition of a deemed better offer may require retailers to compare a customer's current plan against every generally available plan for which the customer is eligible, including plans with different tariff structures. At present, retailers generally undertake like-for-like comparisons. For example, where a customer is on a flat tariff, the comparison is typically limited to other flat tariff products. Expanding the comparison to include flat tariffs, time-of-use tariffs, standing offers and retail products aligned to different underlying network tariffs moves beyond identifying a better offer and into tariff optimisation. This is a fundamentally different and significantly more complex obligation than the current better offer framework. To undertake these comparisons, retailers would need to model a customer's actual consumption across multiple tariff structures and calculate an estimated annual cost for each option. This would require significant system enhancements, complex customer-level processing and extensive testing. Implementing these changes within a compressed timeframe would materially increase implementation costs and the risk of inaccurate comparisons.

Amended Clause	Origin Comment
<i>Better offer message</i> 17. A better offer message is comparative information. 18. A retailer must provide a better offer message on a bill to a small customer: a) at least once every 100 days; or b) where the retailer and customer have agreed to a different billing cycle under rule24(2) of the Retail Rules and the billing cycle is greater than 100 days, in alignment with that billing cycle.	
19. Where a deemed better offer is available, the better offer message must: a) include a title using the exact words: “Could you save money on another plan?” b) include the exact words: “Based on your past usage, our [name of deemed better offer] could save you up to [the projected financial saving expressed in dollar terms] less per year than your current plan.”: c) include the exact words d) “The Australian Energy Regulator requires us to include this information.” e) where the deemed better offer is subject to conditions or eligibility criteria, state that conditions apply and set out the nature of those conditions. f) where deemed better offer has the same plan name as the customer’s current plan, state the deemed better offer plan name as follows: [deemed better offer plan]: followed by the month and year the deemed better offer plan commenced in (Month-YYYY) format. g) include clear and simple instructions on how the customer can switch to the deemed better offer.	Amendment requested: In terms of clause 19 and 20: • Clause 19(b) we support the change as the new words are more customer savings focused; • Clause 19(e) do not support the change. The existing Better Bill Guidelines require retailers to advise customers where a better offer is subject to conditions. The draft proposal goes further by requiring retailers to not only state that conditions apply, but also describe the nature of those conditions. We consider this additional requirement unnecessary and disproportionate. Bill space is already limited across paper and digital formats and adding further explanatory text contributes to information overload. Customers are already presented with a significant amount of information on their bills. A simpler approach, requiring retailers to identify that conditions apply without detailing their nature on the bill, strikes a more appropriate balance between informing customers and maintaining clear communications. • Clause 19(f) is only feasible to implement going forward as new plans are developed. It will be challenging to complete this for all existing plans, some of which were created some years ago and in legacy systems. This requirement should be limited to new plans. There should be flexibility in how this is presented based on character limitations. For example, we suggest some variations could be JAN27 or JAN2027

Amended Clause	Origin Comment
20. Where a deemed better offer is not available, a better offer message must: a) include a title using the exact words: “Could you save money on another plan?” b) include the exact words: “Based on your past usage, you are on the best plan we can offer you.” c) include the exact words: “The Australian Energy Regulator requires us to include this information”; and d) include clear and simple instructions on how the customer can compare other plans.	Confirmation: Clause 20(d) bill space is limited and a simple statement should be sufficient to meet the requirement. Requiring more detailed instructions is not practical given the space constraints on customer bills.
21. A better offer message must be located adjacent to and no less prominently than the amount due.	
<i>Circumstances where a better offer message is not required</i> 22. A retailer is not required to provide a better offer message where: a) the customer’s estimated annual usage determined for the purpose of identifying a deemed better offer would result in the customer no longer being a small customer; b) the customer receives a single bill in respect of the sale and supply of energy at two or more premises; c) it is the customer’s final bill; d) the customer receives the sale and supply of energy under Ergon Energy’s standing offer pursuant to section 22A of the National Energy Retail Law (Queensland)	Amendment requested: We propose expanding clause 22(b) exemption to include collective billing arrangements where a customer receives and pays a single consolidated bill covering multiple child accounts. Under these arrangements, while individual bills may be generated for each child account for administrative or record-keeping purposes, the customer receives only one consolidated bill and makes a single payment. Requiring a Better Offer Message to appear on each individual child account bill would result in duplicated messaging, creating unnecessary complexity and potentially causing customer confusion.

Part 5: Plan Information

Amended Clause	Origin Comment
<i>Plan information objective</i> 23. The objective of plan information is to help customers understand and differentiate between the key features of standing and market offers, to enable them to choose the best plan for them. 24. For the avoidance of doubt, nothing in this Part affects the operation of the Australian Consumer Law.	
<i>Plan information</i> 25. Plan information includes, but is not limited to:	Amendment requested: As discussed in the covering letter, we consider that flexible plans should be treated differently to traditional generally available energy

Amended Clause	Origin Comment
a) plan identity and availability, which must include the plan name and plan ID i) for retailers who re-use plan names, plan names must be followed by the date the plan commenced in the following format: (Month-YYYY) b) pricing structure and variability c) charges, rates, tariffs and energy payments d) fees, discounts, incentives and rewards e) contract terms and customer obligations f) a link to plan information documents. 26. For flexible plans, plan information must also include information to help a customer understand: a) what type of customer the plan is best suited to; b) what the customer needs to do to make the most of the plan, c) how involved the retailer will be in automating the use of the customer's energy resources d) how the retailer will ensure that the customer is protected from paying unreasonably high bills over a defined period; e) where customers can access further information about the plan 27. For flexible plans, a retailer must also give a customer a summary of plan information: a) when offering a flexible plan to a customer; or b) within 7 business days of the customer signing up to a flexible plan. 28. Retailers must present plan information to customers: a) in a way that is likely to achieve the objective in clause 23; and b) in accordance with the design principles.	plans for the purposes of the best offer and Energy Made Easy (EME) frameworks. The deemed better offer methodology is premised on comparing annual total costs using a customer's historical usage. However, flexible plans are fundamentally different from conventional regulated, flat-rate or time-of-use products as customer outcomes may be influenced by factors that cannot be reasonably derived from historical consumption alone. These products are designed to support ongoing customer engagement and active participation in optimising energy usage and costs over time. We note the Draft Guidelines already recognise the unique characteristics of flexible plans by requiring retailers to provide additional plan information, including: • the type of customer the plan is best suited to; • what the customer needs to do to maximise the benefits of the plan; • the extent to which the retailer will automate or optimise a customer's energy resources; • how the retailer will protect customers from paying unreasonably high bills over a defined period; and • where customers can access further information about the plan. These disclosures are more closely aligned to the way flexible plans operate and support informed decision-making than a standard best offer message. Customers who choose a flexible plan are making an active decision to participate in a different type of product, often involving ongoing engagement with the retailer through digital tools, applications, notifications and other communication channels selected by the customer. Through this ongoing engagement model, retailers can provide tailored information and insights throughout the term of the plan, helping customers understand their usage, identify opportunities to maximise value, and manage the circumstances that may influence their energy outcomes. This interactive approach supports the objective of ensuring customers remain informed and protected from unreasonably high bills over time.

Amended Clause	Origin Comment
	Therefore, presenting a message that a customer "could save money on another plan" may not provide an accurate or meaningful comparison and risks misleading customers into believing that a different plan is better when the comparison is not based on equivalent assumptions or customer outcomes. The primary objective should be to ensure customers receive information that is accurate, fair and useful. We therefore suggest that where a customer is on a flexible plan and a retailer cannot undertake a robust like-for-like comparison, the customer should instead receive a message equivalent to "you are on the best plan", together with information explaining the nature of the flexible plan and where customers can obtain further information or discuss alternative products with their retailer. This would better align with the purpose of the framework and reduce the risk of inaccurate or potentially misleading comparisons. Similarly, we consider there would be value in EME distinguishing flexible plans from traditional generally available plans. A separate category or filtering mechanism would allow customers to make a more informed choice about the type of energy product they wish to compare, while providing greater transparency regarding the different pricing and engagement models associated with flexible plans. This would assist customers in comparing products that are more closely aligned in design and purpose, while also supporting the AER's objective of providing clear, meaningful and consumer-focused energy plan comparisons.
29. Retailers must: a) submit information and data relating to the presentation of standing offer prices and market offer prices that are generally available to classes of small customers in a jurisdiction (including any variation of the prices) to the AER, via Energy Made Easy in the manner and form required by these guidelines and in accordance with clause 30(b). b) provide information and data for all relevant plan fields, as detailed in the 'Energy Plan Data Standard' document provided in the Energy Made Easy retailer secure area. 30. Retailers must:	

Amended Clause	Origin Comment
a) submit information to Energy Made Easy on each generally available plan within two (2) business days of the plan becoming available to customers and ensure the link to the plan documents on retailer websites is live within the same timeframe; and b) remove expired or obsolete plans from publication on Energy Made Easy within two (2) business days of the plan becoming unavailable to customers and ensure that the link to the plan documents on their respective website/s is removed within the same timeframe.	
31. The AER may review retailer compliance with the obligations under clause 30 and may require retailers to provide evidence of compliance with this obligation. 32. Retailers are responsible for ensuring the data and information published on Energy Made Easy and their respective website/s is accurate and up to date. 33. Retailers must be able to identify and refer to the Energy Made Easy generated plan ID in communications with customers. This means if a customer contacts or is contacted by a retailer or its agent about a plan and the customer refers to an Energy Made Easy generated plan ID, the retailer or agent must be able to cross reference and identify the plan the customer is referring to based only on the plan ID. 34. For the avoidance of doubt, when providing plan information to Energy Made Easy, retailers must provide valid entries as relevant to the plan in accordance with the design principles.	
35. Language requirements apply to information provided to Energy Made Easy. 36. Table 1 prescribes required terms for certain components of a plan and prohibits the use of other terms for plan documents and in advertising and/or marketing. Retailers cannot use a synonym to a prohibited term to avoid the prohibition.	

Amended Clause	Origin Comment																		
Table 1 Prohibited and required terms <table> <tr> <th>Prohibited term/s</th><th>Required term/s</th></tr> <tr> <td>Unconditional discount Non-conditional discount Base discount</td><td>Guaranteed discount</td></tr> <tr> <td>Termination fee Early termination fee</td><td>Exit fee</td></tr> <tr> <td>Consumption</td><td>Usage</td></tr> <tr> <td>Standing charge Fixed charge</td><td>Supply charge</td></tr> <tr> <td>Fixed Fixed term (except where the price is fixed, in which case 'fixed' may be used in relation to price)</td><td>Contract term, Contract length, or [number] month contract If there is no contract term: 'no contract term'</td></tr> <tr> <td>Evergreen</td><td>Ongoing contract with benefit period, or Ongoing contract with [number] month(s) benefit period</td></tr> <tr> <td>Fixed benefit period</td><td>[number month(s)] benefit period, or Benefit period</td></tr> <tr> <td>Off-peak to refer to controlled load usage</td><td>Controlled load</td></tr> </table>	Prohibited term/s	Required term/s	Unconditional discount Non-conditional discount Base discount	Guaranteed discount	Termination fee Early termination fee	Exit fee	Consumption	Usage	Standing charge Fixed charge	Supply charge	Fixed Fixed term (except where the price is fixed, in which case 'fixed' may be used in relation to price)	Contract term, Contract length, or [number] month contract If there is no contract term: 'no contract term'	Evergreen	Ongoing contract with benefit period, or Ongoing contract with [number] month(s) benefit period	Fixed benefit period	[number month(s)] benefit period, or Benefit period	Off-peak to refer to controlled load usage	Controlled load	
Prohibited term/s	Required term/s																		
Unconditional discount Non-conditional discount Base discount	Guaranteed discount																		
Termination fee Early termination fee	Exit fee																		
Consumption	Usage																		
Standing charge Fixed charge	Supply charge																		
Fixed Fixed term (except where the price is fixed, in which case 'fixed' may be used in relation to price)	Contract term, Contract length, or [number] month contract If there is no contract term: 'no contract term'																		
Evergreen	Ongoing contract with benefit period, or Ongoing contract with [number] month(s) benefit period																		
Fixed benefit period	[number month(s)] benefit period, or Benefit period																		
Off-peak to refer to controlled load usage	Controlled load																		
<i>Plan information documents</i> 37. Retailers must have a plan information document for each energy plan submitted to Energy Made Easy, including restricted plans. 38. Energy Made Easy will generate the plan information document referred to in clause 37, for each plan submitted by retailers 39. Retailers are not permitted to create plan information documents and must use the documents generated by Energy Made Easy. 40. Retailers must, on their websites, link to an HTML version of the plan information documents on Energy Made Easy.	Clarification: Plan information is included under the design principles but retailers have no control over the presentation of this information as there is a requirement to use plan information documents generated by Energy Made Easy. When will the AER update plan information presentation to comply with the design principles?																		

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

Part 6. Benefit change notices

Amended Clause	Origin Comment
<i>Benefit change notice objective</i> 44. The objective of a benefit change notices is to provide information that enables a customer to easily understand: a) the benefit change and when that benefit change will occur; b) whether they will be worse off after the benefit change date; and c) how they can use Energy Made Easy to compare plans that are generally available to small customers in their area. <i>Circumstances in which a benefit change notice must be given</i> 45. If a market retail contract provides for a benefit change, the retailer must notify the customer of the benefit change. A failure to comply may attract a Tier 1 civil penalty.	

Amended Clause	Origin Comment
46. A retailer is not required to send a benefit change notice if a change is an excluded change. An excluded change is a change defined as an excluded change in Part 2.	Amendment requested: As per comments above in relation to “excluded change”, it is appropriate in some instances that only a price change notice is required and not also a benefit change notice. For practical purposes, if both a benefit change notice and price change notice must be sent then the timing for the benefit change notice must align with the timing of the price change notice. We also consider that the existing exclusions should be retained, including: • one-off benefits; • benefits that roll over on the same terms and conditions; and • changes for which a price change notice is required. These exclusions provide important regulatory certainty by clearly identifying the circumstances in which a benefit change notice is not required. Removing these examples from the definition of “excluded change”, introduces unnecessary uncertainty as to whether these scenarios continue to be treated as excluded changes.
<i>Manner and form of benefit change notices</i> 47. A benefit change notice must be: a) in writing; and b) prepared in accordance with the design principles in Part 3 of this guideline. 48. A benefit change notice must be given no earlier than 40 business days and no later than 20 business days before the benefit change date. 49. Where possible, benefit change notices should be provided using a customer’s preferred method of communication. Where a customer is affected by family violence, benefit change notices must only be provided using the preferred method of communication.	
<i>Prescribed information on benefit change notices</i> 50. A benefit change notice must include the following information: a) the customer’s metering identifier, presented in accordance with clauses 4–5; b) retailer identifying information c) a clear and explicit headline stating that the benefit is being lost; Note: A benefit is being lost where the customer will pay more or stop receiving an additional entitlement.	Clarification: is required here as to whether every benefit change notice must include the information in subclause (c) – a clear and explicit headline that the benefit is being lost. While the current drafting requires this, it may not be correct in all circumstances and therefore would mislead customers because there are circumstances where a benefit change will not result in a benefit being lost. As per the example set out in relation to changes to the definition of Excluded Change (which Origin does not support), where a customer receives a guaranteed

Amended Clause	Origin Comment
d) that a benefit change will occur and the benefit change date; e) a summary of plan information for the energy plan from the benefit change date; f) a better offer message, calculated and presented in accordance with Part 4, except in the circumstances specified in clause 22. g) a clear statement that the customer can use the information provided in the notice to compare offers that are generally available to other small customers in their area on Energy Made Easy; h) simple instructions to enable the customer to access or request their historical billing data and, if they are being sold electricity, their consumption data from their retailer to assist the customer to use Energy Made Easy to compare offers that are generally available to other small customers in their area; i) a clear statement that the customer can use the information provided in the notice to compare plans on Energy Made Easy; j) a link to the Energy Made Easy website: www.energymadeeasy.gov.au;	10% discount and underlying prices decrease, a benefit change notice would have to be sent because the dollar value of the discount will reduce. However, the customer's benefit is not being "lost" – in fact it is the opposite, the benefit remains unchanged as a guaranteed 10% discount. A benefit change notice stating that the benefit is being lost would be incorrect and therefore misleading, as well as having the other consequences set out above. The same issue arises where there is the same benefit and the underlying prices increase. Again, a statement that the customer's benefit is being lost in these circumstances is incorrect and therefore misleading. If the changes to the definition of Excluded Change remain in the Final Guidelines then this clause will require amendments so that the statement that a benefit is being lost is only required where that is what is happening for a particular customer.
Fees 51. A retailer must send a benefit change notice to a customer without fee or charge, including without any administrative fees associated with sending the benefit change notice to a customer in a hard copy format	

Part 7. Customer bills

Amended Clause	Origin Comment
<i>Preparing and issuing bills</i> 53. Bills must be prepared and issued in accordance with the design principles set out in Part 3 and contain the information prescribed by this guideline.	
54. Retailers must issue a bill to a small customer at least every 100 days, unless a longer billing cycle has been agreed in accordance with rule 24(2) of the Retail Rules. 55. Where possible, bills should be provided using a customer's preferred method of communication. Where a customer is affected by family violence, bills must only be provided using the preferred method of communication.	Clarification: With clause 55, we seek clarification on the application of this requirement where a customer has not provided a preferred method of communication, or where the customer's nominated communication method is unavailable (for example, where emails are returned undeliverable or other communications are unable to be delivered). In these circumstances, retailers should not be considered non-compliant where they have taken reasonable steps to contact the customer. We therefore propose that these instances be expressly excluded from the half-yearly breach reporting requirements under Clause 54.
<i>Prescribed information on bills</i> 56. There are three types of billing information: Tier 1 information, Tier 2 information and additional information. 57. For the purposes of these guidelines, Tier 1 information is key information.	
<i>Tier 1 information</i> 58. Tier 1 information is information that must be included on the first page of a paginated bill or at the beginning of an unpaginated bill. 59. The following information is Tier 1 information: - customer name and address of the premises to which the energy is being supplied as well as the customer's mailing address, if different; - amount due and due date; - bill issue date; - payment methods; - the customer's account number; - the customer's metering identifier, presented in accordance with clause 4–5; - a link to the Energy Made Easy website: www.energymadeeasy.gov.au;	Origin supports the proposed amendments. These amendments will provide customers with clearer and more meaningful information. The elements that could be prioritised for commencement first include: <i>Increase the Better Offer Message (BOM) threshold to \$50:</i> This would align with the threshold being introduced in Victoria, where research undertaken by the ESC indicated that increasing the threshold would improve customer confidence in the message by providing a more meaningful potential benefit. The ESC's final determination also noted the AER's previous comments that where potential savings are too low, customers are less likely to engage or switch offers. Increasing the threshold would also align with the introduction of new hardship obligations commencing on 31 December.

Amended Clause	Origin Comment
h) a better offer message, presented in accordance with Part 3, except in the circumstances specified in clause 22 i) a short message prompting the customer to check the 'understand your bill' section to see if they have received a rebate or concession; j) retailer identifying information; k) a telephone number for the customer to: i) make account enquiries and complaints; ii) contact the relevant energy ombudsman. l) the name and telephone number of the relevant distributor for the customer to make fault inquiries and report emergencies; m) invoice number (if applicable), including the words 'tax invoice'; n) where a final bill is issued, i) a notice that it is the final bill using the exact words 'final bill'; and ii) a notice that concessions do not automatically transfer between retailers. o) headings intended to assist a customer's understanding of key information	• <i>Include retailer customer service email address as part of retailer identifying information:</i> This would provide customers with an additional accessible channel to contact their retailer and seek further information or assistance. • <i>Include meter serial number as part of Tier 2 information:</i> Providing customers with their meter serial number would assist customers, particularly those with multiple meters, to better identify which usage relates to each meter. • <i>Include rebate and concession messaging in Tier 1 and final bill messaging:</i> We support the inclusion of this information, noting that further clarification is required that this requirement would replace the existing AER-approved messaging rather than create an additional or overlapping obligation.
60. <i>Bills must also include 'Tier 2 information'.</i> 61. Tier 2 information must be: a) included in a bill, but not on the first page of a paginated bill, or ahead of Tier 1 information on an unpaginated bill; b) the next most prominent location after Tier 1 information and have more prominence than additional information. 62. The following is 'Tier 2 information': a) a summary of plan information, excluding plan information required by clause 25(c) (charges, rates, tariffs and energy payments) and 25(d) (fees, discounts, incentives and rewards); b) an 'understand your bill' section that breaks down how the bill was calculated, including by reference to the following (where applicable): i) the billing period (date to date) and number of days; ii) meter serial numbers; iii) previous and current meter readings; iv) usage, and exports (if applicable), in kilowatt-hours (kWh) and/or megajoules (MJ) as applicable;	Amendments requested: • Clause 62(a) – Do not support. This may be unnecessarily limiting and confusing for customers where the benefits of a product or service need to be explained in the context of information that would otherwise be excluded. For example, it may prevent retailers from describing the benefits of innovative products or services where those benefits do not fall within the prescribed Tier 2 information categories. • Clause 63 - At a minimum, Clause 63 should apply only to customers with smart meters. We also seek clarification on how this requirement would operate alongside the existing regulatory requirements for estimated bills. Under the current framework, where more than 48 hours of interval data for a smart meter is estimated, the bill must be identified as an estimated bill. Where less than 48 hours is estimated, the bill is presented as an actual bill. It is unclear whether Clause 63 would still require disclosure of the estimated percentage in these circumstances. Applying both requirements risks creating inconsistent messaging, increasing customer confusion and unnecessary contact volumes.

Amended Clause	Origin Comment
v) charges, rates, tariffs and energy payments (in dollar figures) and including the details of charging windows if required; vi) credits and discounts; vii) any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme; viii) payment plan payments; and ix) applicable taxes; c) average daily usage and exports, in kWh or MJ (daily average) d) if a retailer has the customer's usage data for the corresponding billing period in the previous year, a comparison to the customer's usage in that previous billing period; e) contact details to enable a small customer to access: i) financial assistance; ii) interpreter services, in community languages; and iii) services for customers with hearing or speech impairments; and f) whether the bill amount is based on metering data or an estimation of the customer's consumption of energy 63. Where a bill is based on an estimation of the customer's usage, the bill must: a) specify the proportion of the customer's billing period that is estimated (for example, as a percentage or number of days); b) state that the relevant proportion is 'based on an estimation'; c) not use an abbreviation of this, for example the letter 'E'; and d) include a statement on how to access the guidance and requirements for a customer read estimated required under rule21(3C) of the Retail Rules.	We also reiterate our previous feedback that Tier 2 information should include the Next Scheduled Read Date (NSRD). While this information is less relevant for smart meter customers, a significant proportion of customers continue to have basic electricity meters and all gas customers are on basic meters. The absence of the NSRD has been a consistent customer pain point. Including it as Tier 2 information would make this important information easier for customers to locate and better support customer understanding.
64. Bills may contain additional information that will support the bill objective. 65. Retailers can include additional information (information that is not Tier 1 information or Tier 2 information) provided that this information is not: a) included on the first page or ahead of Tier 2 information on a paginated bill b) ahead of Tier 1 information or Tier 2 information on an unpaginated bill	
<i>Approval Process</i> 66. A retailer may include other information as Tier 1 information (other Tier 1 information)	

Amended Clause	Origin Comment
67. Before including other Tier 1 information, a retailer must submit an application in writing to aercompliance@aer.gov.au including the following details: a) the exact wording of the other Tier 1 information the retailer proposes to include on the bill; b) the proposed location of the other Tier 1 information on the bill; c) the start and end date for the which the other Tier 1 information is proposed to be included on the bill; d) the customer segment on whose bills it is proposed that the other Tier 1 information will be included; e) the reason/s for the retailer proposing to include the other Tier 1 information on the bill; and f) how the other Tier 1 information meets the bill objective in rule25A(3) of the Retail Rules or policy of a participating jurisdiction. 68. The AER must decide to approve or decline to approve the retailer's application to include other key information. The AER may impose conditions that the AER considers appropriate on the approval of other key information. 69. In making its decision, the AER must have regard to: a) the information provided by the retailer in their application; b) the bill objective in rule25A(3) of the Retail Rules; and c) any other information the AER considers relevant, which may include a relevant policy of a participating jurisdiction.	
<i>Exceptions</i> 70. Notwithstanding anything else in this guideline: a) Where a law (other than this guideline) requires certain information to be included in a bill in a specified location, the information must be included in the location specified by the relevant law. However, where no location in the bill is specified, the information must be included as additional information. b) To meet a customer's accessibility needs, a retailer may adjust the form of Tier 1 information and Tier 2 information for that customer. However, it must maintain the location of Tier 1 information and Tier 2 in accordance with clauses 58 and 61. c) A retailer may include information relating to the occurrence of and available	

Amended Clause	Origin Comment
assistance for natural disasters, pandemics and emergencies as 'Tier 1 information'. d) A retailer is not required to provide the plan summary under clause 62(a) or the bill notification information required under clause 73 where the customer receives a single bill in respect of the sale and supply of energy at two or more premises.	
<i>AER decisions</i> 71. The AER may, from time to time, decide to approve, without an application from a retailer, other information for inclusion as key information by all retailers or a class of retailers. This approval: a) may be for information as prescribed by the AER or a type of information; and b) will be made with regard to the bill objective set out in rule25A(3) of the Retail Rules. 72. Where the AER grants approval under clause 71, the AER will publish an announcement on its website informing retailers of the approval.	
<i>Bill notifications</i> 73. In a bill notification, a retailer must: a) include comparative information; b) use best endeavours to: i) include a better offer message in the form prescribed in clauses 18 to 20; ii) where it would be unreasonable to include a better offer message (as described above) for a specific communication channel, include a variation of a better offer message that achieves the objective in clause 14; iii) where it would be unreasonable to include a variation of a better offer message (as described above) for a specific communication channel, notify the customer that they can compare plans on Energy Made Easy in a way that achieves the objective in clause 14; and iv) accord with the design principles set out in Part 3.	Clarification: We seek clarification of how this clause is to be interpreted and applied in practice. For example: • when it will be considered "unreasonable" to include the prescribed message?; • what constitutes "best endeavours"?; and • can retailers can rely on standard channel specific templates (for example, SMS character limits) without needing to assess reasonableness on a case-by-case basis? Please see our comments in relation to the definition of "bill notification" as set out above.

Customer Hardship Guidelines

Amended Clause	Origin Comment
<i>Guideline objective</i> 74. The objective of the customer hardship policy guideline is to ensure that customers experiencing payment difficulty due to hardship can easily understand their rights and access available assistance.	
<i>Overview</i> 75. Retailers are required to develop, maintain and implement a customer hardship policy, approved by the AER. 76. A customer hardship policy must comply with the requirements of the Retail Law, Retail Rules and this Customer Hardship Policy Guideline. This includes the requirement that a retailer must give effect to the general principle that disconnection of the premises of a hardship customer due to inability to pay energy bills should be a last resort option. 77. The purpose of a customer hardship policy is to identify residential customers who are experiencing payment difficulties due to hardship and to assist those customers to better manage their energy bills on an ongoing basis. 78. This Customer Hardship Policy Guideline specifies: a) the processes, timeframes and requirements that retailers must comply with in connection with the approval (or variation) of their customer hardship policies; and b) the standardised statements that retailers must include in their customer hardship policies. 79. Retailers operating multiple brands should ensure the content of their customer hardship policy is consistent across all their brands. 80. In addition to the specific requirements in this Customer Hardship Policy Guideline, the AER expects retailers to consider and adopt better practice to meet customer needs.	

Amended Clause	Origin Comment
81. In addition to the protections for customers experiencing hardship, the Retail Law and Retail Rules also provide protections for customers otherwise experiencing payment difficulties, such as the requirement for retailers to offer payment plans.	
Retailer hardship policy responsibilities	
<i>Overarching responsibilities</i> 82. A customer hardship policy must specify that a retailer will: a) in dealing with a customer who is experiencing payment difficulties due to hardship, take into account all of the circumstances of the customer of which they are aware and, having regard to those circumstances, act fairly and reasonably; and b) in a timely manner when it is relevant to do so, including on being contacted by a customer, give a customer clear information about the assistance available to the customer under the retailer's customer hardship policy; and c) within 10 business days, provide a customer who is entitled to receive assistance under the retailer's customer hardship policy with that assistance.	
<i>Identifying customers experiencing payment difficulty due to hardship</i> 83. A retailer's customer hardship policy must set out the following: a) how the retailer will identify customers experiencing payment difficulties due to hardship; b) how the retailer will assess the eligibility of a customer for its hardship program c) how the retailer will assist a customer for the duration of the time that the customer is a hardship customer; d) a statement that the retailer has systems in place to enable it to meet its obligations with respect to customer hardship in: i) the Retail Law; ii) the Retail Rules; iii) this Guideline; and iv) the retailer's customer hardship policy. e) a summary of the retailer's internal and external procedures for handling hardship customer complaints and disputes, including informing a hardship customer of their right to contact their relevant energy ombudsman if they are not satisfied with the handling of their complaint by the retailer. Retailers should	

Amended Clause	Origin Comment
provide energy ombudsman contact details relevant to the customer's state or territory; and <i>Note: for clarity, this clause does not require a retailer to set out in its customer hardship policy a description of its IT or similar back-of-house systems. It is designed to ensure that a customer has transparency over, and a good understanding of, how the customer interacts with the retailer about hardship issues, and is assured that the retailer has put appropriate measures in place.</i> f) how the retailer will meet its privacy obligations in respect of hardship customers.	
<i>Information about a retailer's hardship program</i> 84. A retailer's hardship policy must state that when a customer is deemed ineligible for its hardship program, the retailer will provide the customer with the reason/s as to why. 85. A retailer's hardship policy must not include unreasonable conditions that exclude a customer experiencing payment difficulties due to hardship from a retailer's hardship program. Specifically, a retailer's hardship policy must not include unreasonable conditions: a) for entry or re-entry to the retailer's hardship program that are reliant on a customer meeting an obligation set by the retailer or a third party, in addition to experiencing payment difficulties due to hardship; and b) to remain in the retailer's hardship program that are reliant on a customer meeting an obligation set by the retailer or a third party, in addition to experiencing payment difficulties due to hardship. 86. For the purposes of clause 85, an unreasonable condition may include, but is not limited to, that the customer must: a) attend financial counselling; b) be represented by a third party such as a financial counsellor; c) submit to an energy audit; d) make a one-off payment or make a certain number of instalments towards their debt; e) accept a payment extension or extensions before being placed on a hardship program; f) pay their bills on time; or	

Amended Clause	Origin Comment
g) provide proof of family violence. 87. A retailer's customer hardship policy must state how the retailer will support customers to successfully complete the retailer's hardship program. 88. A retailer may offer a range of additional programs, initiatives and services to assist customers while they are participating in a hardship program. A retailer may opt to outline these in their hardship policy, however they must be consistent with, and are not a substitute for the retailer meeting its responsibilities under, this Guideline, the Retail Law and Retail Rules.	
<i>Accessibility of customer information</i> 89. A retailer must include in its customer hardship policy, the telephone number and other contact details to enable a customer to access retailer staff specifically trained to handle enquires about the retailer's customer hardship policy and its hardship program. 90. A retailer must include in its customer hardship policy how it will effectively communicate about its customer hardship policy with customers with diverse communications and other needs, including (but not limited to): a) customers with low English literacy, including customers from culturally and linguistically diverse backgrounds b) customers without internet access or limited digital capability c) customers with disability, and d) customers in remote areas. 91. Alongside its customer hardship policy, a retailer may provide a shorter, more accessible document outlining key information in its customer hardship policy. This key information may include but is not limited to: a) the purpose and aim of the customer hardship policy; b) how and where to access the retailer's hardship program and the assistance available under that program; c) the retailer's responsibilities to customers experiencing hardship, d) the customer's rights in relation to the hardship program; e) relevant contact details; and f) information on how the retailer will meet its privacy obligations in respect of hardship customers.	

Amended Clause	Origin Comment
92. Retailers should include a statement in their hardship policy confirming: a) they will provide the hardship customer with a copy of the customer hardship policy on request and at no expense and b) that this will be via the hardship customer's preferred method of communication. 93. A retailer must include in its customer hardship policy that, where a customer has elected a representative to act on their behalf, the retailer will engage with the customer's representative: a) as they would the customer; and b) in a manner which is consistent with the customer's consent and instruction to the retailer. 94. A retailer should include in its customer hardship policy information about how a customer can provide consent to, and instructions regarding, using a representative to act on their behalf. 95. Any information that a retailer includes in their customer hardship policy must be: a) fair, reasonable and transparent; and b) consistent with this Customer Hardship Policy Guideline, the Retail Law and Retail Rules.	
<i>Payment plans and options</i> 96. A retailer must include in its customer hardship policy that: a) it will establish payment plans with consideration of a customer's capacity to pay, b) in offering flexible payment options (including a payment plan and Centrepay) to hardship customers, it will consider whether debt waivers or payment matching are appropriate, and c) customers who leave a retailer for any reason, but have debt remaining with that retailer, will be offered a payment plan in relation to that debt in a manner consistent with the retailer's customer hardship policy, namely with consideration of a customer's capacity to pay and protections from debt collection.	Amendment requested: Clause 96 is prescriptive, particularly paragraph (b), which requires retailers to consider debt waivers or payment matching when offering flexible payment options to hardship customers. Retailers have established customer hardship programs that reflect their individual business models, customer cohorts and available support measures. These programs often include a range of assistance options tailored to customers' circumstances and may extend beyond, or differ from debt waivers and payment matching. While we support the objective of encouraging retailers to provide appropriate assistance to customers experiencing hardship, the guidance should remain principles-based and allow retailers flexibility to determine the most appropriate support for individual customers. Prescribing specific forms of assistance risks

Amended Clause	Origin Comment
	limiting innovation and discouraging retailers from developing alternative hardship products and support measures that may better meet customers' needs. We therefore recommend amending (b) to require retailers to consider and offer appropriate assistance based on a customer's individual circumstances, rather than specifying particular support measures.
<i>Obligation to communicate customer hardship policy</i> 97. A retailer must inform a customer of its customer hardship policy where it appears to the retailer that non-payment of an energy bill is due to the customer experiencing payment difficulties due to hardship. This must occur as soon as practicable after the customer is identified as a hardship customer. 98. A retailer must provide the hardship customer with a copy of the customer hardship policy on request and at no expense. 99. A retailer must include an expanded hyperlink to the webpage on its website where its customer hardship policy is available to be viewed online and/or downloaded from, in its customer hardship policy. The webpage should also be easy for customers to navigate to from the retailer's homepage.	
<i>Applying to the AER for approval</i> 100. Within 3 months of being granted a retailer authorisation, a retailer must: a) develop a customer hardship policy in respect of residential customers of the retailer; and b) submit it to the AER for approval. 101. Within 3 months of any amendment to this Customer Hardship Policy Guideline being made by the AER, a retailer must submit a customer hardship policy (or variation) to the AER. 102. A retailer must also submit a variation to a customer hardship policy for the AER's approval prior to making the variation. 103. A retailer must submit a customer hardship policy (or variation) to:	

Amended Clause	Origin Comment
AERretailcompliance@aer.gov.au with the subject line “[Retailer Name] Customer Hardship Policy Approval”. 104. Any queries regarding the approval of a customer hardship policy or the AER’s process for approving a customer hardship policy should be directed to AERretailcompliance@aer.gov.au.	
<i>Approval of a customer hardship policy (or variation)</i> 105. The AER must approve a customer hardship policy (or variation) submitted to the AER for approval if the AER is satisfied that the policy (or the policy as varied): a) contains the minimum requirements for a customer hardship policy set out in section 44 of the Retail Law; and b) will or is likely to contribute to the achievement of the purpose referred to in section 43(1) of the Retail Law. 106. Where the AER is not satisfied that a retailer’s customer hardship policy satisfies the matters in clause 105, the AER may: a) indicate to the retailer in what respects it considers the customer hardship policy (or variation), as submitted, to be deficient and request the retailer to submit another customer hardship policy (or variation); or b) approve the customer hardship policy (or variation) with alterations agreed to by the retailer so that the AER is satisfied as to the matters in clause 105. 107. In considering whether to approve a customer hardship policy, the AER must have regard to the following principles: a) that the supply of energy is an essential service for residential customers; b) that retailers should assist hardship customers by means of programs and strategies to avoid de-energisation (or disconnection) solely due to an inability to pay energy bills; c) that de-energisation (or disconnection) of premises of a hardship customer due to inability to pay energy bills should be a last resort option; d) that residential customers should have equitable access to hardship policies and those policies should be transparent and applied consistently.	

Amended Clause	Origin Comment
108. The AER will approve a customer hardship policy (or variation) within 3 months of submission to the AER where the customer hardship policy complies with the requirements with Rule75B(1) of the Retail Rules. 109. The AER will notify a retailer in writing when its customer hardship policy has been approved.	
<i>Jurisdictions</i> 110. If a retailer is operating in more than one jurisdiction where the Retail Law is in effect, the AER's approval of its customer hardship policy will apply in each relevant jurisdiction. 111. However, the AER may decide to approve a customer hardship policy for each relevant jurisdiction in which the retailer is operating if: a) obligations imposed under the Retail Law vary for each relevant jurisdiction in which the retailer is operating; or b) a retailer advises the AER that certain elements of its customer hardship policy differ across jurisdictions. 112. In the cases referred to in clause 110, a retailer should provide the AER with details of any jurisdictional variations when submitting its customer hardship policy to the AER for approval.	
<i>Variation of customer hardship policy</i> 113. In accordance with the process outlined in clauses 105 to 109 above, the AER can approve a variation to a retailer's customer hardship policy. A variation to a retailer's customer hardship policy can be initiated: a) by the AER; b) by the retailer.	
<i>AER initiated variation</i> 114. If, as a result of the exercise of the AER's functions and powers under section 204 of the Retail Law, the AER forms the view that a retailer's customer hardship policy requires review: a) the AER may direct the retailer to review the policy and make variations in accordance with any requirements set out by the AER; and b) the retailer must then vary the policy in accordance with the AER's requirements and submit it to the AER for approval.	

Amended Clause	Origin Comment
115. In the instances referred to in clauses 106 and 114, the AER will contact the retailer to: a) advise that a review or amendment of its customer hardship policy is required; b) explain the reasons for the review and detail the amendments to be made; and c) advise of the timeframes within which the retailer must vary the customer hardship policy and submit it to the AER for approval. 116. Furthermore, as noted in clause 100 above, a retailer must submit a variation to a customer hardship policy to the AER within 3 months of any amendment to this Customer Hardship Policy Guideline being made by the AER. 117. In approving a variation, the AER will follow the process set out in clauses 104 to 108.	
<i>Retailer initiated variation</i> 118. A retailer may vary its customer hardship policy independently of a direction referred to in clauses 105 and 113, 36 for example to respond to evolving better practice. 119. The variation must be approved by the AER in accordance with the process set out in clauses 104 to 108. 120. However, the AER's approval of a retailer-initiated variation may not be required where a proposed variation does not affect the treatment of customers. Examples of changes that will not require AER approval include: a) changes to a retailer's contact details, b) changes to a retailer's branding, or c) updates to information contained in the customer hardship policy to reflect changes to jurisdictional energy concessions and/or energy efficiency schemes. 121. Retailers must check with the AER whether a proposed variation to their customer hardship policy requires AER approval. Queries should be directed to the contact details provided at clause 102.	

Amended Clause	Origin Comment
Clause 128–129 Standardised Statements 1 & 2: Process to identify hardship customers <i>“We will tell you if there is a cheaper plan available for you and offer to switch you to that plan. If you are not on the cheapest available plan, we will provide you with a financial benefit equal to what you would have saved on that cheaper plan. We will continue to do this for the duration of the program.”</i>	Noting: this obligation does not become effective until 31 December 2026. If the AER determines an earlier commencement date, this statement could not be included.
Clause 128–129 <i>“Give you ideas about how to reduce energy costs/use.”</i>	Clarification: we question whether it should refer to “usage” and not “use”?
Clause 133–135 <i>“Retailer to add all additional payment options available to customers, including direct debit, bill smoothing.”</i>	Clarification: Is it intended that this cover what we currently offer? Is bill smoothing mandatory?
Clause 133–135 <i>“We will also offer you flexible payment options, taking into account your circumstances and how much you can afford to pay.”</i>	Clarification: Does this mean we have to accept the customer’s proposed amount? What are the implications for payment plans – e.g. can we refuse to set up another underpay plan?
Clause 133–135 <i>“We will send you information about...” (followed by dot points)</i>	Clarification: Where do we send this information?
Clause 133–135 <i>“If we can’t reach you through this method, we will try at least twice more through other methods such as SMS, email, post, or phone call, over a period of not less than 10 business days.”</i>	
Clause 133–135 <i>“Where you have identified to us a preferred method of communication, we will only use this method to contact you.”</i>	Clarification: Is this statement only in reference to family and domestic violence? Is this in the hardship policy or the FDV policy?
Clause 133–135 <i>“We may be able to remove some debt from the amount you owe on your bill.”</i>	Amendment requested: We are concerned that the proposed wording may create an expectation that debt waiver is a standard or routinely available form of assistance. Whether a debt waiver is appropriate depends on the individual customer’s circumstances and the retailer’s customer hardship policy. It is not an option that will be available or suitable in every case. As drafted, the statement may lead customers to expect that debt will be reduced simply by entering the hardship program which could result in confusion or disappointment where this outcome is not available. We recommend revising the wording to better reflect that retailers will assess the most appropriate forms of assistance based on the customer’s individual circumstances and the retailer’s hardship program, rather than highlighting debt waiver as a likely outcome. This would provide customers with more accurate

Amended Clause	Origin Comment
	expectations while preserving retailers' flexibility to offer the most appropriate support.
Clause 137-138 - <i>"If you don't decide to transfer, we will provide you with a financial credit to the same value you would have saved if you did transfer, for the duration of your time in our program."</i>	Noting: this obligation does not become effective until 31 December 2026. If the AER determines an earlier commencement date, this statement could not be included.
Clause 139-140 <i>"Depending on where you live, you may be eligible for energy efficiency upgrades."</i>	Remove: We seek this be removed as not all energy retailers provide energy efficiency upgrades as an option for hardship customers.
Clause 142-143 <i>"You can contact your local ombudsman if you are: refused a payment plan, or only offered a payment plan that is unaffordable; deemed ineligible for our hardship program; or denied any other assistance referred to in this policy."</i>	Clarification: The proposed wording relies on subjective concepts, such as whether a payment plan is "unaffordable" or whether assistance has been "denied". These matters are open to individual interpretation and may create unnecessary confusion or disputes. We recommend replacing the prescribed list of circumstances with a more general statement advising customers that they may contact the relevant energy Ombudsman if they have concerns about the payment plan offered to them or the retailer's decision regarding their participation in the customer hardship program.