Justice and Equity Centre

Submission to Draft Retail Guidelines

17 July 2026

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About the Justice and Equity Centre

The Justice and Equity Centre stands for a society that is fair and free from discrimination and disadvantage. Established in 1982 as the Public Interest Advocacy Centre (PIAC), we use the law and policy advocacy to challenge injustice and inequality. We do this through:

- legal advice and representation, specialising in test cases and strategic casework;
- research, analysis and policy development; and
- advocacy for systems change to deliver social justice.

Energy and Water Justice

Our Energy and Water Justice work improves regulation and policy so all people can access the sustainable, dependable and affordable energy and water they need. We ensure consumer protections improve equity and limit disadvantage and support communities to play a meaningful role in decision-making. We help to accelerate a transition away from fossil fuels that also improves outcomes for people. We work collaboratively with community and consumer groups across the country, and our work receives input from a community-based reference group whose members include:

- Affiliated Residential Park Residents Association NSW;
- Anglicare;
- Combined Pensioners and Superannuants Association of NSW;
- Energy and Water Ombudsman NSW;
- Ethnic Communities Council NSW;
- Financial Counsellors Association of NSW;
- NSW Council of Social Service;
- Physical Disability Council of NSW;
- St Vincent de Paul Society of NSW;
- Salvation Army;
- Tenants Union NSW; and
- The Sydney Alliance.

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The Justice and Equity Centre acknowledges and pays respects to the Gadigal as the Traditional Owners of the land on which our office stands.

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That to improve the definitions in the Guidelines, the AER:

- *make the JEC's proposed changes to the definitions of 'annual total cost', 'deemed better offer', 'key information'*
- *maintain the current definition of 'generally available plan'*
- *replace the term 'flexible plans' with 'variable plans', to offer greater clarity.*

Recommendation 2

That the AER amend the objective of the design principles to state:

> *6. The objective of the design principles is to ensure retailers' communications with customers enable positive outcomes for the customer.*
>
> *7. Retailers must act fairly, honestly and in accordance with the objective.*

Recommendation 3

That the design principles provide a stronger focus on universal access, for example by including examples of consumer outcomes that are not in line with the principles.

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Recommendation 7

That clause 25ai (plan names) explicitly ban reuse of plan names, and prohibit the inclusion of "saver", "savings", "value" and "free", to prevent customer confusion.

Recommendation 8

That subclauses be added to clause 26 (information about flexible plans):

- *the technology that is required to be eligible for the plan; and*
- *what type of customer the plan is not suited to.*

Recommendation 9

That the AER requires all current energy plans (both generally available and restricted) to be submitted to and displayed in Energy Made Easy. Clauses 29 and 30 should be amended to reflect this.

Recommendation 10

That the following changes be made to the benefit change notice Guidelines:

- *The objective (clause 44) should be changed to "The objective of benefit change notices is to ensure a customer understands the aspects of their plan that are changing, what impact this has on them, and whether there are better plans available to them".*

- *In line with the updated objective, the prescribed information (clause 50) should more clearly emphasise to the consumer that the price of their contract will remain the same despite them losing an additional benefit.*

- *Clause 49 should be amended to require the benefit change notice always be provided through the customer's preferred method of communication.*

Recommendation 11

That the benefit change notice objective (clause 44) be changed to "The objective of a bill is for consumers to understand their energy use and its cost, and the other matters set out set out in rule 25A(3) of the Retail Rules".

Recommendation 12

That AER make the following amendments to the 'Overview' section of the Customer Hardship Policy Guideline:

- *Clause 76 of should be expanded to include an AER expectation that the threat of disconnection not be used unless it is a truly last resort.*
- *Clause 77 should include that the purpose of the customer hardship policy is to minimise instances of payment difficulty and the* early *identification of payment difficulty.*
- *Clause 80 should clarify what is meant by better practice, for example by incorporating aspects of the Australian Energy Council and consumer advocates' Principles in Practice resource.*

Recommendation 13

That AER make the following amendments to the 'Retailer hardship responsibilities' section of the Customer Hardship Policy Guideline:

- *Clause 82 a) should be expanded to require retailers to adopt a broad definition of hardship, including looking for indicators of hidden payment difficulty, and an expectation that retailers will take the earliest and most effective response to hardship. This clause should also include a requirement that retailers act in the best interests of their customer to ensure they maintain affordable access to energy.*
- *Clause 83 a) should include a requirement for early identification and processes to identify hidden payment difficulty.*
- *Clause 84 should require retailers to explain why a customer is eligible for a hardship program, and require retailers to report to the AER on both accepted and rejected hardship program applications, including the consumer circumstances and reasons for each decision.*
- *Clause 86 should clarify that unreasonable in this context means any condition that is not in the best interest of the consumer, or is otherwise likely to increase payment difficulty.*
- *Clause 87 should be rewritten as "A retailer's customer hardship policy must state how the retailer will support customers to achieve the best outcomes for the customer, maintain an affordable and sustainable energy connection and, where appropriate, successfully complete the retailer's hardship program".*
- *Clause 96 a) should give further guidance for retailers so that payment plans consider income and the cost of other essentials, including the care of dependents, and that primary consideration when setting up a payment plan is to improve outcomes for the consumers, not just to repay debt.*

Recommendation 14

That AER make the following amendments to the 'Communication of customer rights' section of the Customer Hardship Policy Guideline:

- *Clause 97 should also include an obligation to inform a consumer of their hardship policy where they suspect hidden payment difficulty.*
- *Include an additional clause setting out expectations that retailer assistance (including the retailer's hardship policy) is easy to find and accessible across all platforms.*

Recommendation 15

That the AER incorporates the JEC's proposed changes to the standardised statements to help ensure earlier, more practical, and stigma-free assistance that keeps households connected to the energy they need.

Recommendation 16

That the AER sets 31 December 2026 as the commencement date for the final guidelines, to allow retailers time to implement any required changes.

1. Introduction

The Justice and Equity Centre (JEC) welcomes the opportunity to respond to the Australian Energy Regulator's (AER) draft Retail Guidelines.

The Retail Guidelines play an important role setting expectations for retailers, helping to protect consumers and improving the way the retail energy market works. We are concerned that the draft Guidelines do not represent a significant improvement on the previous version, instead embedding regulation that is more focused on process than outcomes. Effective principles-based regulation relies on a clear vision of the intended outcomes. The effectiveness of the Retail Guidelines would therefore be improved by refocusing their objectives on expected outcomes and clarifying the expectations on retailers to achieve those outcomes.

Throughout this submission, we provide recommendations to better align the Guidelines with consumer expectations. The AER should consider opportunities to identify and implement good practice. This should be embedded throughout the Guidelines, but is most important for support of customers experiencing hardship. In any situation where a consumer experiences disadvantage, clear identification of best practice and minimum standards is needed to mitigate those risks.

2. Definitions and standardised terms

Standardised definitions help to provide clarity of expectations. We offer some clarifications on certain terms to better align definitions with consumer expectations.

Annual total cost
Where this definition refers to discounts, it should be limited to discounts that are:

- financial in nature;
- not conditional on purchase of another good or service (e.g. bundled services); and
- not conditional on assumed behaviour of consumers (e.g. discounts for paying bills early).

Deemed better offer
Rather than relying on a subjective assessment of what is a reasonable time, the second bullet point should clarify that the offer must remain applicable for at least 3 months.

Flexible plans
This term is inaccurate, as time-of-use plans do not inherently offer the consumer more flexibility. We suggest replacing this with 'variable plans' to better match consumer experiences.

Key information
For ease of interpretation, we suggest referring to "clause [number] of <u>this set of guidelines</u>" rather than naming the individual guidelines.

Generally available plan
The definition of generally available plans in the current Retail Pricing Information Guideline refers to "the appropriate metering configuration".[1] With the smart meter rollout ongoing, we are concerned that removing the reference to metering from the definition could lead to poor outcomes for consumers without a smart meter. As these definitions impact on which plans are included in better offer messages (see section 4) and on Energy Made Easy (see section 5.1), we recommend the current definition of a 'generally available plan' be maintained.

Recommendation 1

That to improve the definitions in the Guidelines, the AER:

- *make the JEC's proposed changes to the definitions of 'annual total cost', 'deemed better offer', 'key information'*
- *maintain the current definition of 'generally available plan'*
- *replace the term 'flexible plans' with 'variable plans', to offer greater clarity.*

3. Design principles

The design principles can provide helpful guidance to improve retailers' communications with their customers. However, the objective, application and content of the principles requires clarification and further detail to ensure they are effective.

Given the overarching nature of the design principles, their objective should be strengthened, including by clarifying the intended outcomes in the objective. The current formulation of the objective is focused on fair and honest conduct in the provision of communications to consumers. While there is some guidance from the regulation of financial services on what constitutes 'honest and fair' conduct,[2] it is less clear what that practically means for communications (above the broader expectations under Australian Consumer Law). In our view, the focus of the objective should be on the outcomes for consumers – communications should not only be provided 'fairly and honestly', they should achieve their purpose of conveying the relevant information to consumers in a manner that is understood.

We recommend the scope of the design principles be broadened to all communications from retailers to their customers. It is not clear why the design principles, if designed to enable positive outcomes for consumers, should be limited to only 'prescribed information'. Any retailer communications should provide information that matters to the customer, and should therefore be subject to the same design principles. This is especially important as technology changes the ways in which consumers receive communications and interact with their retailer – increasingly this occurs through apps or websites.[3] Consumers may view the information provided through

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1 AER, 2018, AER Retail Pricing Information Guidelines, clause 76.
2 For example see Holley Nethercote, 2025, Some practical lessons on the regulatory "wildcard" – the efficiently, honestly and fairly obligation
3 CHOICE submission to AER Retail guidelines consultation paper, 2025, p 8.

these channels as equally important to their bills, making it important for the design principles to apply.

Therefore, to ensure the design principles assist retailers to provide clear and effective communications to customers which enable positive customer outcomes, we recommend the objective be restated as follows:

> 6. The objective of the design principles is to ensure retailers' communications with customers enable positive outcomes for the customer.
>
> 7. Retailers must act fairly, honestly and in accordance with the objective.

Recommendation 2

That the AER amend the objective of the design principles to state:

> *6. The objective of the design principles is to ensure retailers' communications with customers enable positive outcomes for the customer.*
>
> *7. Retailers must act fairly, honestly and in accordance with the objective.*

The design principles themselves provide some useful guidance, but could benefit from more detail to set clear expectations for communications with customers. This is particularly important for customers experiencing disadvantage. We commend the AER on its efforts to engage with consumers who experience barriers in using energy services, but we question whether findings from this engagement have been adequately reflected in the design principles.

The principles do not embed universal access, which risks the potential exclusion of consumers with specific accessibility needs. For example, the ACT Council of Social Services' submission to the AER's consultation paper highlighted the risk of significant harm to culturally and linguistically diverse (CALD) consumers experiencing energy hardship, who are likely unable to access interpreter services nor a translated version of retailers' hardship policies.[4] Sydney Community Forum's recent report on access to interpreter services provides further detail on the barriers CALD consumers experience in engaging with their energy retailer.[5] We consider these systemic barriers are an unacceptable outcome for people accessing an essential service.

We acknowledge that system costs are raised by retailers as a barrier to accessible design. However, consumers should not be excluded from accessing important information about their essential service or hardship policies – doing so represents a cost to those consumers who may already be experiencing disadvantage. The consumer benefits from properly accessible communications should be considered to outweigh the costs, and providing them should be considered an important component of acting 'fairly'.

We therefore recommend the principles be strengthened by providing practical examples of how information can be provided to meet the requirements of being 'easy to understand', and/or

4 ACT Council of Social Services submission to retail guidelines review consultation paper, 2025
5 Sydney Community Forum, 2026, CALD Access to Interpreter Services: Challenges & Recommendations

consumer outcomes that will not be in line with the principles. For example, the principles are unlikely to be met if there is no way for consumers to access professionally translated *key information*.

Recommendation 3

That the design principles provide a stronger focus on universal access, for example by including examples of consumer outcomes that are not in line with the principles.

4. Comparative information

The objective presented for this section should be refocused to enable informed comparison of offers, rather than to “prompt a customer to consider comparing”. Consumers should be able to have confidence that the better offer presented is likely to be the best offer available so they can make an informed decision about switching.

Recommendation 4

That the comparative information objective (clause 14) be changed to “The objective of comparative information is to enable a customer to make an informed comparison of their current plan to other plans available to them.”

We support ‘deemed better offers’ only including ‘generally available plans applicable to the customer’. However, the AER should clarify how applicability is determined, for example, including eligibility criteria that require certain technology to be owned by the customer. The clarification is needed to help avoid the outcome where consumers are told they would be better off on a plan that they are not eligible for.

As consumers increasingly interact with their bills through other means than simply opening their bill (e.g. through emails, retailer apps, etc), we recommend the Guidelines require the retailer to include the better offer messages in communications beyond just the bill. This better meets the objective of this section, as it maximises the opportunity for a consumer to switch to a better plan.

Recommendation 5

That clause 18 be changed to require better offer messages to be provided in emails or covering letters for bills, retailer apps and online portals.

5. Plan information

The objective for this section should be refocused on consumer outcomes – being the ability to understand offers and choose an appropriate plan –rather than the mechanism by which these outcomes are achieved.

We recommend changing the objective to “Customers understand and differentiate between the key features of plans, and are able to choose the best plan for them”. This reinforces the responsibility on retailers to ensure the information and the way it is presented is designed to achieve these outcomes. Our suggested removal of “standing and market” reflects the need for consumers to be able to understand and differentiate between all offers – the distinction between standing and market is not likely to be important to consumers, but understanding the different offers available is.

Recommendation 6

That the plan information objective (clause 23) be changed to “The objective of plan information is that customers understand and differentiate between the key features of plans, and are able to choose the best plan for them.”

We also suggest the AER takes a stronger approach to plan names to reduce the risk of consumer harm. In our view, the reuse of plan names goes against the stated design principle of being easy to understand. The current wording of 25.a)i) appears to favour continuation of current practices of reusing plan names, and the required differentiation of adding the month and year is not likely to remove the confusion for consumers when plan names are reused. For example, a person that is on Plan XYZ July 2025 receiving a better offer message about Plan XYZ July 2026 could reasonably assume that they are automatically being rolled over onto the discounted newer plan. The only way to avoid this confusion is to prevent the reuse of plan names altogether.

Further, we reiterate the need for greater prescription on plan names to avoid misleading consumers. Like the guidelines on Energy Made Easy, the Plan information section should include prohibited terms, including ‘saver’, ‘savings’, ‘value’ and ‘free’. The recent ACCC investigation into an “Ongoing Saver” plan confirms that such references to savings can mislead customers.[6]

Recommendation 7

That clause 25ai (plan names) explicitly ban reuse of plan names, and prohibit the inclusion of ‘saver’, ‘savings’, ‘value’ and ‘free’, to prevent customer confusion.

The distinction of more complex plans is welcome, however more clarity can be added on the information that people need to understand these plans. We recommend subclauses be added to clause 26 on:

- the technology that is required to be eligible for the plan; and
- what type of customer the plan is not suited to.

Recommendation 8

That subclauses be added to clause 26 (information about flexible plans):

- *the technology that is required to be eligible for the plan; and*
- *what type of customer the plan is not suited to.*

[6] ACCC, 2026, Origin Energy to refund customers after ACCC investigation

5.1 Energy made easy

Energy Made Easy is a key tool to support people to determine the best energy plan for them. The efficacy of this tool relies on the provision of accurate and understandable information. This section of the Guidelines should clarify that the purpose of Energy Made Easy is to help small customers to determine the most suitable energy plan for them, rather than simply comparing prices.

This section of the guideline should establish a stronger upfront principle that all market offers should be on Energy Made Easy, and all offers on Energy Made Easy should be available to new customers. Inaccurate or out-of-date information on Energy Made Easy is a significant barrier to consumers being able to switch to a plan that is right for them. Yet it is commonly reported that people identify an attractive offer on Energy Made Easy, only to be told by the retailer that that offer is not available.[7]

To improve transparency, we recommend all offers (including restricted offers) be submitted to Energy Made Easy. For restricted offers, the relevant restrictions should be included in the information submitted and clearly indicated on Energy Made Easy.

Recommendation 9

That the AER requires all current energy plans (both generally available and restricted) to be submitted to and displayed in Energy Made Easy. Clauses 29 and 30 should be amended to reflect this.

The inclusion of prohibited terms is welcome, but could be expanded to provide greater protections for consumers:

- The terms ‘saver’, ‘savings’, ‘value’ and ‘free’ noted in recommendation 7 should also apply here.
- The phrase ‘contract term’ is ambiguous, since it could also refer to the terms and conditions of a contract. We therefore recommend that the required term for ‘fixed’ and related terms is ‘length of contract’.

6. Benefit change notices

The objective of benefit change notices is to ensure a customer understands the aspects of their plan that are changing, what impact this has on them, and whether there are better plans available to them. We recommend the objective of this section therefore be amended to focus on this outcome, rather than the process of information provision.

A benefit change notice that embeds the design principles would refer to benefit changes in the way that consumers experience them: a change in contract terms. The prescribed information must therefore more clearly emphasise to the consumer that the benefit is being lost, but the price will remain the same.

7 For example see CHOICE submission to AER Retail guidelines consultation paper, 2025, p 4.

Also, in line with the objective, clause 49 should be amended to require the benefit change notice always be provided through the customer's preferred method of communication. There is no clear reason why it would not be possible to provide a benefit change notice through the customer's preferred channel.

Recommendation 10

That the following changes be made to the benefit change notice Guidelines:

- *The objective (clause 44) should be changed to "The objective of benefit change notices is to ensure a customer understands the aspects of their plan that are changing, what impact this has on them, and whether there are better plans available to them".*
- *In line with the updated objective, the prescribed information (clause 50) should more clearly emphasise to the consumer that the price of their contract will remain the same despite them losing an additional benefit.*
- *Clause 49 should be amended to require the benefit change notice always be provided through the customer's preferred method of communication.*

7. Customer bills

The objective of bills is for consumers to understand their energy use and its cost, and the other matters set out set out in rule 25A(3) of the Retail Rules. We recommend the objective of this section be amended to better reflect this intended outcome. Beyond this, we support the amendments to this section, including the retention of some prescription on how information should be structured.

Recommendation 11

That the bill objective (clause 52) be changed to "The objective of a bill is for consumers to understand their energy use and its cost, and the other matters set out set out in rule 25A(3) of the Retail Rules".

8. Customer hardship policies

We broadly support the proposed changes to the Customer hardship policies section of the Guideline. However, we see the updated Guideline as an opportunity to incorporate insights from the AER's *Towards Energy Equity* work and other recent research highlighting the systemic factors contributing to consumer detriment. We have provided greater detail in our feedback to this section compared to other sections, since it significantly affects outcomes for a particularly vulnerable subset of consumers.

To better align with the AER's *Review of payment difficulty protections,* the objective of the Customer Hardship Policy Guideline and retailers' hardship policies should be to minimise the instances of hardship, not just address it when it occurs. When it does occur, people need to receive effective assistance, retailers should not just be ticking boxes. The objective of the

Guideline should be to ensure retailers achieve this, not just to ensure that consumers "experiencing payment difficulty due to hardship can easily understand their rights and access available assistance".

Since the implementation of the standardised statements, consumer advocates worked with retailers to develop a set of best-practice resources for the provision of payment difficulty support. The AER should consider scope to incorporate aspects of these into the Hardship Guidelines and standardised statements.

In summary, our proposed changes seek to:

- set clear expectations that retailer assistance is easy to find and accessible across all platforms;
- ensures retailers use language that avoids stigma while clearly identifying assistance. This includes not using the word 'hardship' in public facing documents wherever possible.
- enable plain language, focused on outcomes;
- includes requirements to identify 'hidden' payment difficulty; and
- place more emphasis on the importance of early identification of hardship.

8.1 Overview

JEC's research, *Powerless: Debt and disconnection*, shows that that the harms of disconnection are not just the actual disconnection, but the threat of disconnection. In this section and throughout the Guidelines, it should be clear that disconnection is not to be used in any situation other than a last resort. We recommend that an expectation be added that retailers also not use the threat of disconnection where it is not a last resort, including as an engagement tool or to encourage payment.

Recommendation 12

That AER make the following amendments to the 'Overview' section of the Customer Hardship Policy Guideline:

- *Clause 76 of should be expanded to include an AER expectation that the threat of disconnection not be used unless it is a truly last resort.*
- *Clause 77 should include that the purpose of the customer hardship policy is to minimise instances of payment difficulty and the* early *identification of payment difficulty.*
- *Clause 80 should clarify what is meant by better practice, for example by incorporating aspects of the Australian Energy Council and consumer advocates' Principles in Practice resource.*

8.2 Retailer hardship policy responsibilities

The AER's *Towards Energy Equity* work demonstrated that hardship presents and is managed by households in many different ways. When retailers and the AER are considering whether a consumer is in hardship, they must look for signs beyond the traditional indicators of late payments, debt and disconnections. This can include paying by credit products (particularly emerging and less regulated credit products), very low consuming households and sudden changes in energy usage.

This section should make clearer that the objective of these responsibilities is to improve consumer outcomes, and payment plans should be developed to address the best interests of the customer. A customer hardship plan should not be narrowly focused on whether a consumer "successfully completes" the program.

Recommendation 13

That AER make the following amendments to the 'Retailer hardship responsibilities' section of the Customer Hardship Policy Guideline:

- *Clause 82 a) should be expanded to require retailers to adopt a broad definition of hardship, including looking for indicators of hidden payment difficulty, and an expectation that retailers will take the earliest and most effective response to hardship. This clause should also include a requirement that retailers act in the best interests of their customer to ensure they maintain affordable access to energy.*
- *Clause 83 a) should include a requirement for early identification and processes to identify hidden payment difficulty.*
- *Clause 84 should require retailers to explain why a customer is eligible for a hardship program, and require retailers to report to the AER on both accepted and rejected hardship program applications, including the consumer circumstances and reasons for each decision.*
- *Clause 86 should clarify that unreasonable in this context means any condition that is not in the best interest of the consumer, or is otherwise likely to increase payment difficulty.*
- *Clause 87 should be rewritten as "A retailer's customer hardship policy must state how the retailer will support customers to achieve the best outcomes for the customer, maintain an affordable and sustainable energy connection and, where appropriate, successfully complete the retailer's hardship program".*
- *Clause 96 a) should give further guidance for retailers so that payment plans consider income and the cost of other essentials, including the care of dependents, and that primary consideration when setting up a payment plan is to improve outcomes for the consumers, not just to repay debt.*

8.3 Communication of customer rights

The objective of this guidance should be to ensure all customers are aware of their rights. With that in mind, greater expectations can and should be placed on retailers to inform customers of their rights.

Recommendation 14

That AER make the following amendments to the 'Communication of customer rights' section of the Customer Hardship Policy Guideline:

- *Clause 97 should also include an obligation to inform a consumer of their hardship policy where they suspect hidden payment difficulty.*
- *Include an additional clause setting out expectations that retailer assistance (including the retailer's hardship policy) is easy to find and accessible across all platforms.*

8.4 Standardised statements

We have observed that often retailers simply adopt the standardised statements as their hardship policy. As a result, these statements take on a greater significance, effectively serving as the default policies dictating experiences and outcomes for people experiencing payment difficulty. The AER should proceed on the basis these statements function as the required standard, rather than the 'minimum'.

While they are not an ideal tool, updating the standardised statements presents an opportunity to ensure earlier, more practical, and stigma-free assistance that keeps households connected to the energy they need.

Given the most effective means of addressing hardship is effective early response, we encourage the AER to consider means of further expanding the scope of hardship policy guidelines to encompass measures retailers should take to mitigate hardship and respond to it before it is established.

The specificity or prescription required in the standardised statements should not limit the assistance that can be provided by retailers, but rather reinforce the overarching purpose of hardship policies.

Based on these considerations, we have provided recommended redrafting of the standardised statements. Suggested removals are in strikethrough, and suggested additions are <u>underlined</u>.

Recommendation 15

That the AER incorporates the JEC's proposed changes to the standardised statements to help ensure earlier, more practical, and stigma-free assistance that keeps households connected to the energy they need.

Standardised statement – Introduction

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

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

~~• a death in the family~~

~~• illness or injury in the household~~

~~• family violence~~

~~• job loss or reduced income.~~

<u>Many people experience difficulty affording their energy bills from time to time, or for some people, it's long term. Sometimes payment difficulty is triggered by a change in circumstances such as a job loss, or a big expense, but sometimes it is because of general cost of living</u>

pressures. We know that some people do anything they can to pay their energy bills on time, even when they sacrifice other essentials, including the energy they need for their wellbeing. If you can't afford to pay your energy bill on time, or at all, please contact us to find out how we can help you.

~~This policy explains~~ Below we explain:

• ~~how we can~~ what we will do to help you to manage your energy bills

• how we consider your circumstances and needs

• your rights as a customer in our hardship program.

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

• a financial counsellor, community or social worker

• someone who helps you manage your energy bills, such as a trusted family member or friend.

We will need your permission (which you can give us verbally, such as over the phone, or in writing) to talk to your support person on your behalf. If you would like us to engage with your support person on an ongoing basis, please let us know and we will record this on your account. ~~If you need help understanding this information, including any help with language or digital accessibility, please let us know. We are here to help you understand the support available to you.~~ If this information is hard to understand, please tell us. We can help with language or information in accessible formats. We want to make sure you know what help is available and how you can get the help you need.

Standardised statements 1 & 2 / What we will do to help you

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

• you tell us you are having trouble paying your bill

• you are referred to ~~our program~~ us by a financial counsellor or ~~other~~ community worker

• ~~we are concerned that you may be experiencing payment difficulties due to hardship~~ we can see you might be having difficulty affording your bills on time

• a relief grant or other emergency assistance is credited to your bill.

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

• used more energy than you can afford to pay for.

• a large energy bill that you don't think you will be able to pay off quickly

• ~~a history of late payments~~ paid late more than once

• ~~broken payment~~ not been able to meet a payment plan

• asked for a payment extension

• received a disconnection warning notice

• been disconnected for non-payment.

We can also support you to join our ~~hardship~~ [insert retailer name of program] program if you tell us you are ~~if~~:

• eligible for a relief grant or other emergency assistance

• ~~you are~~ experiencing ~~personal~~ circumstances that make it difficult to pay your bills (for example, illness, job loss or a death in the family).

~~You may be having difficulty paying your bills for many different reasons. Please contact us so we can discuss your situation.~~ Difficulty paying your bills can occur for many different reasons. We also know that some people make difficult sacrifices to pay their energy bills on time, such as going without healthy food and medical care. Please contact us so we can help you.

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

Our staff will help you join our program.

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

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

• tell you if there is a cheaper plan available for you, and offer to switch you to that plan. If you are not on the cheapest available plan, we will provide you with a financial benefit equal to what you would have saved on that cheaper plan. We will continue to do this for the duration of your time in our program.

• tell you about government concessions, relief schemes or energy rebates you may be able to receive

• give you ideas about how to reduce your energy costs

• talk to you about a payment amount that suits your circumstances.

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

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

Standardised statement 3 / Payment options

When you are in our hardship program, ~~there are different payment options available to you, including~~ you have a choice of ways you can pay:

• payment plans and Centrepay.

[Retailer to add all additional payment options available to hardship customers including

direct debit, bill smoothing].

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

To make your payment plan, please first carefully consider your income and all your expenses so that you can work out how much you can afford to pay towards your bill. We will consider:

~~• how much you can pay~~

• how much you owe

• how much energy we expect you will use in the next 12 months.

~~This will help us figure out a payment plan that is right for you.~~ We will work with you to figure out a payment plan that you can afford. You have the right to suggest an alternative arrangement.

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

• what you owe

• an amount to cover your energy use.

We will send you information about:

• who you can contact for more help

• how long the payment plan will go for

• the amount you will pay each time

• how many payments you need to make

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

• how to contact us if you need to change your payment plan.

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

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

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

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

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

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

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

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

We may stop helping you if you:

• stop making payments under your plan

• do not tell us when your contact details change.

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

~~•~~ we may not offer you another plan

~~• we may disconnect your energy, if your debt is over $500.~~

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

Standardised statement 4 / Other supports to help you pay your energy bill

Depending on where you live, there may be other supports to help you pay your energy bills. <u>These programs are not only for customers in hardship programs. These programs are funded by governments and any eligibility for entry is determined by them.</u>

What we will do

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

- government relief schemes
- energy rebates
- concession programs
- financial counselling services.

What we need you to do

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

Standardised statement 5 / Our programs and services

We support the proposed changes to this standardised statement.

Standardised statement 6 / We want to check you have the right energy plan

We support the proposed changes to this standardised statement.

Standardised statement 7 / We can help you save energy

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

What we will do

When you are in our hardship program, we can discuss with you ways to use less energy <u>based on the needs of your household</u>. Depending on where you live, you may be eligible for energy efficiency upgrades.

Contact us to find out how we can help you.

Standardised statement 9 / We will work with you

We will work with you

If you join our hardship program, we will not:

• require a security deposit

• make changes to your plan without your agreement. We will explain to you what a change means and how it would affect you. For example, we will not put you on a shortened collection cycle unless you agree first.

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

You can contact your local ombudsman, if you are:

• refused a payment plan or are only offered a payment plan that is unaffordable

• deemed ineligible for our hardship program

• denied any other assistance referred to in this policy.

• *[retailer to add relevant states/territories Ombudsman details, including contact number]*

Standardised statement 10 / Disconnection as a last resort option

We will only disconnect your premises due to an inability to pay energy bills as a last resort option. We will not use it as a communication tool.

You cannot be disconnected if you are making the agreed repayments as part of a payment plan, are a registered life support customer or have an active complaint with an ombudsman concerning your energy service.

9. Implementation timeline

We consider the proposed implementation date of 31 December 2026 is reasonable. This creates enough time for any transitional changes. Particularly following the implementation of the Solar Sharer Offer, retailers' systems should already be primed to incorporate the reasonably minor regulatory changes proposed in this review. None of the proposed changes in regulation resulting from this review should materially impact current processes or communications occurring between retailers and their customers.

Recommendation 16

That the AER sets 31 December 2026 as the commencement date for the final guidelines, to allow retailers time to implement any required changes.

10. Further engagement

We welcome the opportunity to meet with the AER project team and other stakeholders to discuss these issues in more depth. Please contact Kira van Os at kvanos@jec.org.au regarding any further inquiries.