

Customer B and Origin Energy – decision and reasons

Application of section 48A of the Gas Industry Act 2001 – compensation for
wrongful disconnection

7 October 2020

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Referral from the ombudsman

1. On 13 March 2020, the Energy and Water Ombudsman (Victoria) referred this matter to the commission for decision. The matter arises from a complaint made to the ombudsman by a residential customer, Customer B.
2. The referral concerns the application of section 48A of the Gas Industry Act 2001 (the Act) to a disconnection by Origin Energy (Vic) Pty Ltd (ACN 086 013 283) of Customer B's gas supply at the relevant premises. Specifically, the ombudsman seeks the commission's clarification whether Origin Energy complied with its obligations to provide information about the customer's entitlement to assistance under Part 3 of the Energy Retail Code (the code) prior to disconnecting Customer B.
3. Customer B's gas supply to the premises was disconnected by Origin Energy as a result of non-payment of bills from 9:20am on 25 February 2019 to 10:30pm on 25 February 2019 – a period of 13 hours and 10 minutes.

Issues for decision

4. The ombudsman has raised three questions for decision by the commission. All three questions are concerned with whether Origin Energy complied with its obligations to provide information about the customer's entitlement to assistance under Part 3 of the code.
5. The first question is whether the information in Origin Energy's reminder notice and accompanying payment assistance brochure satisfied the requirement to provide clear and unambiguous information about the assistance available under Part 3, in accordance with clauses 89(1)(b) and 80(2) of the code.
6. The second question is whether the information in Origin Energy's disconnection warning notice satisfied the requirement to provide clear and unambiguous advice about the assistance available under Part 3, in accordance with clause 110(2)(ba)(ii) of the code.
7. The third question is whether Origin Energy complied with its obligation to use its best endeavours to contact the customer in relation to the matter and, in so doing, provide clear and unambiguous information about the assistance available under Part 3, in accordance with clause 111A(1)(a)(iv).
8. If the commission finds Origin Energy complied with these requirements, then the disconnection was not wrongful and no further issues arise.
9. If the commission finds that Origin Energy has not complied in relation to any of the three questions, then the issue arises of whether compensation is payable to the customer in accordance with section 48A of the Act.

Relevant facts

10. The commission analysed the ombudsman's request for a decision and sought additional submissions from Customer B and Origin Energy. Having assessed the matter and the submissions, the commission makes the factual findings set out below.
11. On 9 September 2016, Customer B established an gas account with Origin for the premises. Customer B's preferred method to receive communications was email.
12. Between 22 August 2017 and 14 August 2018, Origin Energy established five payment plans with Customer B with fortnightly payment instalments. During this time Customer B made two payments of \$50 towards her account. Each payment plan was subsequently cancelled for non-payment.
13. On 11 December 2018, Origin Energy issued a gas bill to Customer B for \$6,037.53 (including \$5,792.59 overdue) payable by 27 December 2018. The bill was not paid by the due date and caused the disconnection process to commence.
14. On 27 December 2018 Origin Energy sent an email to Customer B which stated:

There's assistance available if you're having trouble paying

We've noticed that you still haven't paid your overdue Gas Bill.

Did you know that you're entitled to a range of payment assistance options designed to help you get back on top of paying your Gas bills? We can also provide home energy advice to help you reduce your ongoing costs, connect you with independent financial counselling or let you know about any government concessions and grants you may be eligible for.

Head to originenergy.com.au/paymentassistance for more information about these options - or if you'd prefer to talk them over, call us on the number below.

Any questions?

Give us a call on 13 24 61 - we'll be happy to help.

15. On 28 December 2018, Origin Energy sent an SMS to Customer B that stated:

Did you know that you're entitled to a range of payment assistance options to help you pay your energy bills? To find out more head to originenergy.com.au/paymentassistance or give us a call on 132461

16. On 4 January, Origin Energy issued a reminder notice to Customer B for \$6,037.53 by email. Relevantly for the purposes of this matter, the second page of the reminder notice contained the following in relation to the assistance available under Part 3 of the code:

We're here to help

If you're having trouble paying, you're entitled to a range of assistance options - outlined in the included brochure. You can also find more information about these options at originenergy.com.au/paymentassistance or if you'd like to talk these over, give us a call on 13 24 61...

Important information

- Winter Energy Concession: The Victorian Government Winter Energy Concession is available at certain times of the year for customers holding eligible concession or pension cards.
- Payment assistance: To arrange a payment extension, special payment or instalment plan or obtain information about the Utility Relief Grant Scheme, call us on 13 24 61.

17. A brochure entitled 'Origin's payment assistance options' was also included with the reminder notice. The brochure contained the following more detailed information about the customer's assistance options available under Part 3 of the code:

Having trouble paying your bill?

If you're a Victorian residential customer facing financial difficulty, we offer a range of assistance options to help you pay your bills. So, have a read through this brochure, and let us know within six business days if you'd like to take up one of these options.

Some ways we can help

We can give you advice about:

- payment plans that can incorporate both your current debt and your ongoing energy usage for up to two years
- the likely cost of your future energy use and how you can reduce this over time
- other assistance available through the government that can help you meet your energy costs (such as Utility Relief Grants and concession rebates)
- practical assistance to help you lower your energy costs, including
 - recommendations on the right plan for your circumstances - taking into account your usage history (if available), plus
 - energy efficiency tips to help lower your usage, and how best to monitor and keep track of your energy usage - for example using My Account, our online portal.

Setting up a payment plan

To help you manage your ongoing usage costs and any debt you owe, you're entitled to set up payment arrangements:

- of equal amounts over regular periods such as weekly, fortnightly or monthly payments
- that incorporate the arrears owing on your account so your debt is fully paid within two years of your first payment
- that provide for payments covering both usage and arrears

- that are based on a reasonable forecast of your energy usage over the next 12 months.

Once you've set up or revised a payment plan, we'll send you a schedule of payments showing:

- the total number of payments you need to make to finish paying off the arrears on your account
- the period of time over which your payments are to be made
- the amount and due date of each payment.

If you don't make a payment by its due date, we'll get in contact with you about options to revise your payment plan or how else we can help you get back on track.

Need something more?

If you can't pay the full cost of your ongoing energy usage, we can put your debt on hold so you don't need to make any payments on it for six months. We can also let you pay less than your ongoing usage - while you find ways to use less energy. After this six month period, we'll review your progress and continue to work with you to pay your ongoing bills and help reduce your costs.

Home energy advice

You may be eligible for a free energy efficiency consultation - either in your home or over the phone, whichever is easier for you. You can get advice that's specifically tailored to the way you use energy in your home - from the sort of appliances you use to the layout of your home, helping you identify ways to lower your energy bills.

Government programs & concessions

If you meet certain criteria, you might be able to access government grant programs. These provide a range of financial assistance to people having difficulty paying their energy accounts. You can find details about this assistance on the Department of Health and Human Services (DHHS) website - <https://services.dhhs.vic.gov.au/concessions-and-benefits>.

Financial counselling

We can help refer you to a free accredited financial counsellor in your area.

Get in touch

The sooner we can talk to any of our customers having trouble paying their energy bills, the better. So, if you need help, give us a call on **13 24 61**.

For more information or to download a copy of the Victorian Hardship Policy, head to originenergy.com.au/paymentassistance

18. On 9 January 2019, Origin Energy called Customer B regarding her overdue electricity account. During the call, the agent made the following statement about the customers entitlement to payment assistance:

Since you are from Victoria, let me inform you that you are entitled to payment assistance, including affordable payment options, as well as help accessing government grants and rebates, energy efficiency advice information of how to reduce your energy costs; so let us know if you'd like to know more about today, or you can simply just secure entitlements on our website, that is originenergy.com.au/paymentassistance.

19. On 24 January 2019, Origin Energy issued a disconnection warning notice to Customer B for \$6,037.53 by email. The disconnection warning notice contained the following in relation to the assistance available under Part 3 of the code:

Having trouble paying?

You're entitled to a range of payment assistance options designed to help you get back on top of paying your gas bills and avoid disconnection. We can also provide home energy advice to help you reduce your ongoing costs, connect you with independent financial counselling or let you know about any government concessions and grants you may be eligible for.

You can find more information about these options at originenergy.com.au/paymentassistance or if you'd prefer to talk these over, by giving us a call.

Important information

- Winter Energy Concessions: The Victorian Government Annual Winter Energy Concession is available at certain times of the year for customers holding eligible concession or pension cards.
- Payment assistance: To arrange a payment extension, special payment or instalment plan or obtain information about the Utility Relief Grant Scheme. call us on 13 24 61.

20. On 25 January, Origin Energy sent an email to Customer B with content identical to the 27 December 2018 email.

21. On 30 January 2019, Origin Energy sent Customer B an SMS which stated:

Did you know that you're entitled to a range of payment assistance options to help you pay your energy bills? To find out more head to originenergy.com.aupaymentassistance or give us a call on 132461

22. On 5, 6 and 8 February 2019 respectively, Origin Energy sent an SMS to Customer B regarding the overdue amount of \$6,037.53. The SMS also stated:

To stay connected, pay online at [origin.com.aupay\(redacted\)](http://origin.com.aupay(redacted)) or call 132461. Need help? Give us a call to talk about your payment assistance options.

23. On 11 February 2019, Origin Energy sent an SMS to Customer B regarding the overdue amount of \$6,037.53. The SMS also stated:

To avoid disconnection, you need to pay the \$6037.53 that's overdue for Gas account (redacted) now at [origin.com.aupay\(redacted\)](http://origin.com.aupay(redacted)) or call 132461. Need help? Give us a call to talk about your payment assistance options.

24. On 15 February 2019, Origin Energy sent an SMS to Customer B regarding the overdue amount of \$6,037.53. The SMS also stated:

To stay connected, pay online at [origin.com.aupay](#)(redacted) or call 132461. Need help? Give us a call to talk about your payment assistance options.

25. On 18 February 2019, Origin Energy raised a service order with the distributor for the premises to be disconnected.

26. On 19 February 2019, Origin Energy sent an SMS to Customer B which stated:

Hi. As you haven't paid, we've arranged to disconnect your Gas account (redacted). To stay connected call us on 132461 by 9pm 200219. Need help? Give us a call to talk about your payment assistance options.

27. On 25 February 2019 at 9:20am, the gas supply to the premises was disconnected. The ombudsman contacted Origin Energy on Customer B's behalf the same day to request reconnection.

28. On 25 February 2019 at 10:30pm, the gas supply to the premises was reconnected.

Relevant obligations

29. The relevant obligations in this matter arise from the [Gas Industry Act 2001](#), the [Energy Retail Code \(Version 12\)](#), [Origin Energy's gas retail licence](#) and Origin Energy's contract with the customer.

Legislative requirement to pay compensation for wrongful disconnections

30. Section 48A(1) of the Act includes a statutory condition into gas retail licences to make a payment of the prescribed amount to a relevant customer if the licensee fails to disconnect the customer in accordance with the terms and conditions of their contract.

31. Sections 48A(3) and (5) require payment of the prescribed amount as soon as practicable after the supply of gas is reconnected. The prescribed amount is \$500 for each full day and a pro rata amount for each part of a day that the supply is disconnected.

32. Origin Energy holds an gas retail licence and is therefore subject to the statutory condition contained in section 48A(1) of the Act.

Obligation to provide information about assistance under Part 3

33. The relevant obligations in this matter concern Parts 3 and 6 of the code. Part 3 sets out the payment difficulties framework, and establishes an entitlement to minimum standards of assistance for customers anticipating or facing payment difficulties so that disconnection of a residential customer for not paying a bill is a measure of last resort. Part 6 provides a retailer's obligations for arranging de-energisation of small customer's premises.

34. Clause 111A(1) of the code provides:

A retailer may only arrange de-energisation of the premises of a residential customer for not paying a bill if:

(a) the retailer:

(i) has complied with all of the retailer's obligations to the customer under clause 89; and

(ii) has issued a reminder notice to the customer that complies with clause 109; and

(iii) has issued a disconnection warning notice to the customer that complies with clause 110; and

(iv) has, after the issue of the disconnection warning notice, used its best endeavours to contact the customer in relation to the matter and, in so doing, provided clear and unambiguous information about the assistance available under Part 3; and

(v) has at all times acted fairly and reasonably in relation to the customer.

35. Clause 111A(1)(a)(i) incorporates compliance with clause 89 as a precondition for arranging de-energisation. Clause 89 is contained in Part 3 of the code and contains a number of retailer obligations. The ombudsman has drawn particular attention to clause 89(1)(b) which provides that a retailer must:

at all times when it is relevant to do so, including on being contacted by a residential customer, give the customer in a timely manner clear and unambiguous information about the assistance available under this Part.

36. In addition to the obligation to comply with clause 89(1)(b) at all times where it is relevant, clause 111A(1) provides a foundation for three instances prior to arranging disconnection, at which retailers are required to provide customers with clear and unambiguous information (or advice) about their assistance entitlements. The code explicitly requires retailers to provide information about the assistance available under Part 3 at three specific instances as part of a disconnection process:

- a. Within 21 business days of the pay-by-date where a residential customer has not paid their bill by the pay-by-date and has arrears of more than \$55, under clause 80(2) of the code.
- b. When the retailer issues a disconnection warning notice under clause 110(2)(ba)(ii) of the code.
- c. As part of the obligation on the retailer to use its best endeavours to contact the customer in relation to the matter after issuing a disconnection warning notice, and, in so doing, provide clear and unambiguous information about the assistance available under Part 3 under clause 111A(1)(a)(iv) of the code.

37. The questions raised by the ombudsman are concerned with whether the information provided at each of these relevant points satisfied Origin Energy's obligation to provide clear and unambiguous information (or advice) about the assistance available under Part 3.

Licence conditions regarding the code

38. Clause 6.1 of Origin Energy's gas retail licence requires it to ensure Origin Energy's contracts for the sale of gas expressly deal with each matter which is the subject of a term or condition of the code.
39. Clause 6.3 of Origin Energy's gas retail licence requires each term or condition of Origin Energy's contracts for the sale of gas to be consistent with each term and condition of the code.
40. Clause 6.4 of Origin Energy's gas retail licence requires it to comply with the terms and conditions of any contract for the sale of gas with a relevant customer.
41. Clause 15.1 of Origin Energy's gas retail licence requires it to comply with all applicable provisions of the code.
42. Clause 22 of Origin Energy's gas retail licence requires it to comply with all applicable laws.

Contract term to disconnect in accordance with the code

43. Clause 16 of Origin Energy's contract with the customer specified that any disconnection was subject to 'regulatory requirements'. Clause 33 of the contract defined 'regulatory requirements' to include the Energy Retail Code for customers in Victoria.
44. In accordance with the terms of its contract with Customer B, Origin Energy was therefore required to comply with the relevant provisions of the code before disconnecting the customer and non-compliance with the code would constitute non-compliance with the terms and conditions of the contract which specify the circumstances in which the premises may be disconnected.

Submissions

The ombudsman's submissions

45. Through its letter of referral and accompanying memorandum, the ombudsman acknowledged that Origin Energy demonstrated compliance with clause 109 of the code, which concerns the obligations for reminder notices. The commission acknowledges that compliance with this clause is not in dispute.
46. As outlined in the issues section of this decision, the ombudsman has raised three questions for decision by the commission concerned with whether Origin Energy complied with their obligations to provide information about the customer's entitlement to assistance under Part 3 of the code.
47. In relation to the question of whether Origin Energy satisfied the requirement to contact the customer within 21 business days of the pay-by-date to provide clear and unambiguous information about the assistance available under Part 3,¹ the ombudsman submitted that Origin Energy had not substantiated that the payment assistance brochure was included with the reminder notice. The ombudsman asserts that this may mean Origin Energy has failed to comply with clause 111A(1)(d) of the code, which requires retailers to have records sufficient to evidence compliance with the relevant clauses.
48. The ombudsman further submitted that while Origin had referred to Part 3 assistance during the call with Customer B on 9 January 2019, it did not expand on the assistance available in a way that could be considered to be sufficiently clear and unambiguous. The commission reviewed this call recording and notes that it concerned Customer B's electricity account, which is not subject to a wrongful disconnection referral from the ombudsman.
49. In relation to the question of whether Origin Energy satisfied the requirement to use its best endeavours to contact the customer, and, in so doing, provided clear and unambiguous information about the assistance available under Part 3, the ombudsman submitted that Origin Energy had not substantiated that the email of 25 January 2019² was sent to Customer B as it had not provided a copy to the ombudsman. However, the commission notes that Origin

¹ In accordance with clauses 111A(1)(a)(i), 89(1)(b) and 80(2) of the code.

² The ombudsman indicated in the referral that this email was sent on 31 January 2019.

Energy's contact notes provided with the referral state that the email was 'successfully delivered to the customer'.

50. The ombudsman further submitted that the SMS sent to Customer B on 5, 6 and 15 February 2019 did not advise the customer of the imminent disconnection,³ and that while the SMS sent on 11 and 19 February 2019 did advise of this, they did not advise the customer how to access assistance to ensure that disconnection is only pursued as a measure of last resort.⁴

Origin Energy's submissions

51. The ombudsman's referral stated that Origin Energy believed that it has complied with the minimum standards of conduct required when disconnecting Customer B.
52. The commission invited Origin Energy to provide any further submissions and any information or documents it considered the commission should have regard to in making its decision. Origin Energy provided written submission and documents for the commission's consideration in this matter.
53. Origin Energy provided the commission with information to evidence that Customer B had provided explicit informed consent to receiving communications electronically.⁵ It also provided the commission with information regarding its systems and processes for sending customer information by email and including attachments. Based on this information, the commission is satisfied that the payment assistance brochure was included as a pdf attachment with the reminder notice.
54. Origin Energy further provided the commission with a copy of the email sent to Customer B on 31 January 2019 informing her of her entitlement to payment assistance.
55. Origin Energy's submissions maintained that it met the requirement to provide clear and unambiguous information about the assistance available under Part 3 of the code at all relevant points. The submissions further added that Customer B had made only two payments of \$50 towards her account on 2 April and 17 May 2019 respectively, following the reconnection of supply.

³ Energy Compliance and Enforcement Policy: Guidance note – Payment difficulty and disconnection 2017 at 8.3.1. (b)

⁴ Ibid at at 8.3.1. (d)

⁵ In accordance with clauses 3F(1)(a)(iii) and 87(2) of the code

Customer's submissions

56. The commission invited Customer B to provide submissions, however no response was received.

57. The referral provided by the ombudsman to the commission stated Customer B had informed them:

In late 2018 she set up a payment plan for \$50 a week. She arranged hardship assistance and understood that someone would contact her, but did not hear back from Origin Energy.

On 19 February 2019, she received a text message asking her to contact Origin Energy on 132 461 between 8.00 am and 9.00 pm to avoid disconnection, but she called it at about 5.30 pm and the office was closed.

As she had no credit left on her phone, she could not contact Origin Energy again.

She was unable to access her email and did not receive anything in the mail.

Her gas supply was disconnected on 25 February 2019 due to non-payment.

Decision

58. The commission has had regard to the submissions of the ombudsman, Origin Energy, and the customer's statement.
59. Origin Energy disconnected the gas supply to Customer B's premises at 9:20am on 25 February 2019.
60. Origin Energy was required to comply with the code as a condition of their contract with the customer.
61. The commission considers that the information in Origin Energy's reminder notice and accompanying payment assistance brochure satisfied the requirement to provide clear and unambiguous information about the assistance available under Part 3, in accordance with clauses 89(1)(b) and 80(2) of the code.
62. The commission considers that the information in Origin Energy's disconnection warning notice also satisfied the requirement to provide clear and unambiguous advice about the assistance available under Part 3, in accordance with clause 110(2)(ba)(ii) of the code.
63. The commission considers that Origin Energy complied with its obligation after issuing the disconnection warning notice and prior to arranging de-energisation, to use best endeavours to contact the customer in relation to this matter and, in so doing, provide clear and unambiguous information about the assistance available under Part 3, in accordance with clause 111A(1)(a)(iv).
64. Origin Energy has therefore complied with its obligations in relation to each of the three issues raised by the ombudsman.
65. Accordingly, the commission considers that the disconnection was not wrongful, and Origin Energy is not required to make a payment to the customer in relation to the disconnection of Customer B's gas supply.

Reasons

Clear and unambiguous information about the assistance available under Part 3

66. The commission was requested to assess whether the information provided in Origin Energy's reminder notice and accompanying payment assistance brochure, and disconnection warning notice satisfied the requirement to provide clear and unambiguous information about the assistance available under Part 3, in accordance with clause 89(1)(b) and 110(2)(ba) of the code.
67. The intent of the provisions requiring retailers to provide customers with 'clear and unambiguous' information about their entitlements under Part 3 is to ensure customers facing payment difficulty understand their rights and that disconnection is a measure of last resort. This understanding promotes the outcome of customers contacting their retailer and arranging the assistance which best suits their circumstances.
68. In assessing the 'clear and unambiguous' information requirement, the commission had regard to the following considerations:
- a. The information must be accurate and not misleading.
 - b. The information must be expressed in plain language, legible, and presented clearly and appropriately having regard to its nature.⁶
 - c. The information must not have any major omissions of the assistance available under Part 3: it should clearly identify the forms of standard assistance made available by the retailer in accordance with clause 76(2), as well as the tailored assistance measures in clause 79(1) of the code.
69. The commission considers that the assistance information provided by Origin Energy in the reminder notice and accompanying payment assistance brochure was accurate, generally expressed in plain language, and did not contain any significant omissions about the assistance available. Origin Energy therefore satisfied the requirement to provide clear and unambiguous information about the assistance available under Part 3, in accordance with clauses 89(1)(b) and 80(2) of the code.

⁶ Clause 87(1) of the code.

70. The commission considers that the assistance information provided by Origin Energy in its disconnection warning notice was accurate, generally expressed in plain language, and did not contain any significant omissions about the assistance available.
71. In reaching this view, the commission had regard to the customer having given explicit informed consent to receive communications electronically, namely by email. While the disconnection warning notice itself did not include all information regarding the forms of assistance available under Part 3 of the code, it did provide a summary and a web link directly to more detailed information about the forms of assistance available, including a pdf copy of the same payment assistance brochure that had accompanied the reminder notice. It is reasonable for a retailer to assume that the customer will click on the link or read an associated attachment where it is relevant to their circumstances.
72. Origin Energy therefore satisfied the requirement to provide clear and unambiguous advice about the assistance available under Part 3, in accordance with clause 110(2)(ba)(ii) of the code.

Best endeavours to provide information

73. The commission must also assess whether after issuing the disconnection warning notice and prior to arranging de-energisation, Origin Energy complied with its obligation to use best endeavours to contact the customer in relation to this matter and, in so doing, provided clear and unambiguous information about the assistance available under Part 3.
74. As noted in the relevant facts, after issuing the disconnection warning notice and prior to arranging disconnection, Origin Energy made the following attempts to contact the customer:
- a. sent one SMS to Customer B on 30 January 2019, informing her that she was entitled to payment assistance. The SMS also provided a web link directly to more detailed information about the forms of assistance available, and invited Customer B to call Origin Energy to discuss this assistance;
 - b. sent one email to Customer B on 31 January 2019, informing her that her account was overdue, a summary of her entitlement to payment assistance and a web link directly to more detailed information about the forms of assistance available, including the payment assistance brochure;
 - c. sent four SMS to Customer B on 5, 6, 8 and 15 February 2019 respectively, informing her that the account was overdue and to make payment to stay connected. The SMS also invited Customer B to call Origin Energy to discuss her payment assistance options.

- d. sent one SMS to Customer B on 11 February informing her that the account was overdue and to make payment to avoid disconnection. The SMS also invited Customer B to call Origin Energy to discuss her payment assistance options.
- e. sent one SMS to Customer B on 19 February 2019 informing her of the imminent disconnection. The SMS further advised Customer B to call Origin Energy by 9pm that evening to stay connected, and to discuss her payment assistance options.

75. Retailers are expected to exercise judgement and use the information available and known to them about an individual customer when fulfilling their obligations to use best endeavours.⁷ If known, retailers should attempt to contact customers via their preferred contact method.⁸

76. Origin Energy used the information available to it to contact Customer B via her preferred contact method plus an alternative method.⁹ In doing so, it provided clear and unambiguous information about the assistance available under Part 3 of the code. In reaching this view, the commission had regard to the content of the information provided in the email and the seven SMS. Specifically, the email content satisfied the obligation to provide clear and unambiguous information about the assistance available,¹⁰ and the SMS content collectively advised the customer of the imminent disconnection, and how to access assistance to ensure that disconnection is a measure of last resort.¹¹

77. Origin Energy therefore satisfied its obligations to use best endeavours to contact the customer and in doing so, provided clear and unambiguous advice about the assistance available.

⁷ Energy Compliance and Enforcement Policy: Guidance note – Payment difficulty and disconnection 2017 at 8.3.3.

⁸ Ibid at 8.3.5.

⁹ Ibid at 8.3.1 (a)

¹⁰ Ibid at 8.3.1 (c)

¹¹ Ibid at 8.3.1. (d)

Other observations

Distinguishing between electronic and hard copy communications

78. Where the customer has provided explicit informed consent to receiving communications electronically,¹² a retailer may provide summary information about the assistance in the body of an email accompanied by a web link directly to more detailed information, provided the retailer complies with the relevant requirements of the code.
79. Under clause 56(1)(aa) of the code, a retailer must publish on its website a summary of the rights, entitlements and obligations of small customers including the entitlements of customers to assistance under Part 3. Under clause 56(3) of the code, the retailer must provide a copy of this information where the customer requests it.
80. A retailer must also ensure that information is readily available to customers about standard and tailored assistance and how to access that assistance.¹³ Information is considered 'readily available' if it is easily accessible on the retailer's website in printable form or is sent to any residential customer who requests to be sent that information.¹⁴
81. Retailer's may wish to provide customers with web links directly to the information which they are obliged to include on their website in accordance with the above provisions.

¹² In accordance with clause 87(2) of the code.

¹³ Clause 86(3)(b) of the code.

¹⁴ Clause 86(4) of the code.