



Payment Difficulty Framework Guideline

24 July 2024



Acknowledgement

We acknowledge the Traditional Owners of the lands and waterways on which we work and live.

We acknowledge all Aboriginal and Torres Strait Islander communities and pay our respects to Elders past and present.

As the First Peoples of this land, belonging to the world's oldest living cultures, we recognise and value their knowledge, and ongoing role in shaping and enriching the story of Victoria.

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Payment Difficulty Framework Guideline

Energy retailers and exempt electricity sellers **must** provide assistance to residential customers¹ anticipating or experiencing difficulty paying their energy bills. Eligible customers are entitled to receive a range of assistance that energy retailers are obliged to offer.

The objective of Part 6 of the Energy Retail Code of Practice (code of practice) is to set minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

Purpose and commencement

Purpose

This guideline provides the commission's guidance to energy retailers and exempt sellers with respect to the obligations in Part 6 'Assistance for residential customers anticipating or facing payment difficulties' of the code of practice.

Part 6 sets out the minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a customer for not paying a bill is a measure of last resort. This guideline is consistent with the *Electricity Industry Act 2000* and the *Gas Industry Act 2001*.

This guideline does not impose any new obligations on Victorian electricity or gas retailers.

Commencement

This guideline comes into effect on 24 July 2024.

This document contains the terms 'the commission expects...', and 'should'. Any guidance using these terms is intended to provide examples on what the commission considers to be better practice for energy retailers. They do not impose additional obligations on energy retailers.

This guideline replaces the separate guidance notes and guidelines set out in Attachment A. The guidance notes and guidelines made by the commission pursuant to section 13 of the *Essential*

¹ Any use of the term customer/s in this guideline assumes that they are a residential customer. 'Residential customer' means 'a customer who purchases energy principally for personal, household or domestic use' as defined in the Energy Retail Code of Practice.

Services Act 2001 will be taken to be revoked effective from the date this guideline comes into effect.

Payment Difficulty Framework review

The commission undertook a review of how energy retailers are implementing the Payment Difficulty Framework in 2022, which included a commitment to review the existing payment difficulty and disconnections guideline.

This review included a review of phone call recordings and call notes to identify elements of consumer interactions that influenced whether those interactions could be determined as having a positive outcome. The elements identified are included in the Communication section in Part A of this guideline.

Many of the better practice examples in this guideline were drawn from the better practice workshops the commission conducted.

Getting to fair strategy

The commission developed its Getting to fair strategy in 2021 after extensive consultation. The strategy defines vulnerability as '[... someone who experiences barriers to accessing or engaging in the essential services we regulate or administer. As a result of those barriers, that person experiences economic and/or social exclusion or harm. Barriers include event-based circumstances, systemic factors and market-based factors.](#)'²

The goal of the Getting to fair strategy is to break down barriers to essential services which is consistent with the Payment Difficulty Framework obligations. This guideline has been developed as part of the Getting to fair strategy.

² Essential Services Commission 2021, *Getting to fair: Breaking down barriers to essential services*, 12 August, p.3.

Application of the guideline

The code of practice obligations referenced within this guideline apply to licensed electricity and gas retailers and, in many cases, persons undertaking activities in particular electricity licence exemption categories.

Throughout this guideline, the term 'energy retailer' includes both licensed electricity and gas retailers, **and** exempt sellers of electricity³ pursuant to arrangements under the General Exemption Order 2022 (as amended from time-to-time).

The orange boxes in this guideline provide examples of better practice in delivering assistance to residential customers under the Payment Difficulty Framework.

Specifically, the following clauses of the code of practice apply to exempt persons that sell metered electricity to customers in embedded networks:⁴

- Provision of standard assistance (clauses 124, 125)
- Provision of tailored assistance (clauses 126, 127, 128(1)(a), (b), (d) and (h))
- Information about assistance available (clause 129)
- Payment arrangements (clause 130)
- Continued provision of assistance (clause 132)
- Pay-on-time discounts to be honoured (clause 135)
- Written communications (clause 139)
- Take into consideration all customer circumstances, and act fairly and reasonably (clause 141(1)(b))
- Assistance beyond minimum standards (clause 142)
- Restrictions on conditions (clause 143)
- Debt (clause 144).

³ An exempt seller of electricity may sometimes be described as an embedded network operator.

⁴ NB: the clauses apply to the following categories of exempt persons: VD2 – Persons selling metered electricity to fewer than 10 residential customers whose premises are connected to an embedded network which the person owns, controls or operates (excluding retirement villages, caravan parks, holiday parks, marinas, residential land lease parks and manufactured home estates); VR2 – as per VD2 but selling metered electricity to 10 or more residential customers ...; VR3 – retirement villages selling metered electricity to residential customers whose premises are connected to an embedded network which the retirement village owns, controls or operates; VR4 – persons selling metered electricity in all caravan parks, holiday parks, marinas, residential land lease parks and manufactured home estates.

Guideline format

This guideline has five sections:

- Part A: Key principles.
- Part B: Standard assistance – includes guidance, case studies and better practice examples.
- Part C: Tailored assistance – includes guidance, case studies and better practice examples.
- Part D: Additional relevant clauses of the Payment Difficulty Framework.
- Attachment A: Revoked guidance notes and guidelines.
- Attachment B: Part 6 of the code of practice – Assistance for residential customers anticipating or facing payment difficulties – outlines the clauses in full.

Compliance and enforcement approach to Part 6 of the code of practice

The compliance and enforcement approach taken by the commission depends on a range of factors. We use our compliance and enforcement powers in the public interest. We act to protect consumers – especially those experiencing vulnerability – to enhance trust in the energy market. Our approach is outlined in our [Compliance and Enforcement policy](#).

1. Part A: Key principles

The following key principles:

- are specific obligations in the code of practice
- are applicable to all elements of Payment Difficulty Framework
- assist energy retailers to ensure customers receive their entitlements.

1.1.1. Minimum standards

The code of practice sets out the minimum entitlements that energy retailers **must** provide to customers who are anticipating or facing payment difficulties.⁵

When an energy retailer provides information to customers about the assistance available under Part 6 of the code of practice, it would be misleading for retailers to frame such assistance as an option which the retailer has discretion to provide or for which the customer 'may be eligible'.

Energy retailers **must** therefore frame this assistance as an 'entitlement' or 'right' which the customer has and which the retailer 'will' or 'must' offer. The commission considers any use of language which implies that Part 6 assistance is at the discretion of, or a form of kindness provided by the retailer, is misleading and may be non-compliant with the requirements on retailers to provide assistance under of Part 6 of the code of practice.

Nothing under Part 6 prevents an energy retailer from waiving any fee, charge or amount of arrears (debt) for a customer.⁶

1.1.2. Assistance beyond the minimum standards

Assistance may be offered above the minimum standards but **must** not be offered instead of those minimum standards.

The Energy and Water Ombudsman Victoria's report *Missing the Mark: EWOV insights on the impact of the Payment Difficulty Framework* noted 'that an increase in debt waivers and reductions to be less positive if they are offered in lieu of [Payment Difficulty Framework] PDF entitlements'.⁷ If people who are struggling to manage their energy usage and pay their bills do not receive

⁵ Clause 142 of the code of practice.

⁶ Clause 144(4) of the code of practice.

⁷ Energy and Water Ombudsman Victoria December 2020 *Missing the Mark: EWOV insights on the impact of the Payment Difficulty Framework (PDF) – January 2019 to 1 October 2020*, p.12.

practical assistance (such as how to reduce their energy costs) they are at risk of continuing to be in payment difficulty.⁸

The commission considers it better practice and encourages energy retailers to provide assistance that is beyond the minimum standards outlined in Part 6 of the code of practice.

1.1.3. Requirement to act fairly and reasonably

Customers expect to be treated fairly when they are interacting with their energy retailer and energy retailers are obligated to do so under the code of practice. This is even more important when a customer is experiencing payment difficulty or vulnerability and needs to seek assistance from their energy retailer.

If a customer has engaged the services of a financial counsellor and a valid authority to act is in place to satisfy any relevant privacy obligations, the financial counsellor should not be unreasonably hindered when engaging with the energy retailer on behalf of their client.

The obligation to act fairly and reasonably requires energy retailers to have regard to all the circumstances of the customer they are aware of that affect their ability to pay their bills or meet agreed payments.⁹

[Part C](#) of this guideline provides examples of circumstances to which the commission considers energy retailers should have regard to when providing assistance.

1.1.4. No barriers to assistance

Energy retailers **must** not impose any condition on the provision of assistance that requires the customer to provide personal or financial information or to waive any entitlement under Part 6 of the code of practice.¹⁰

The commission has taken, and will continue to take, enforcement action against any energy retailer that seeks to prevent customers from accessing their entitlements by putting in place any action that needs to be completed prior to customers being able to access payment difficulty assistance.

Examples of barriers to assistance include but are not limited to:

⁸ Refer to clause 128(1)(f) of the code of practice.

⁹ Clause 141(1)(b) of the code of practice.

¹⁰ Clause 143 of the code of practice.

- Refusing assistance until after the customer has contacted a financial counsellor.
- Requiring the customer to participate in an energy audit.
- Requiring the customer to make a one-off payment or make a certain number of payments towards their debt before providing tailored assistance.
- Setting a minimum level of arrears (for example, \$55 including GST) before providing tailored assistance to customers.
- Requiring the customer to provide the end date of their concession card before a Utility Relief Grant application is issued.

[Part C](#) of this guideline provides case studies about barriers for customers in accessing assistance.

1.1.5. Early intervention

People can experience payment difficulty and other vulnerabilities at different stages of life and for a range of reasons. Some customers may find it humiliating or stressful to ask for help and avoid engaging with their energy retailer because of previous experiences, whether with the energy retailer or in life generally.

The obligations in the Payment Difficulty Framework require energy retailers to offer information to customers about the assistance available to them and how to access it. Retailers also have obligations to contact customers receiving assistance in several circumstances. These obligations are designed to encourage early and ongoing engagement between customers experiencing payment difficulty and their energy retailer. Early intervention should lead to better outcomes for customers and help improve longer term and ongoing engagement. Customers who are provided with payment difficulty assistance when they have a low level of arrears are more likely to get those arrears under control while they are at a manageable level and begin a positive relationship with their energy retailer.

1.1.6. Communication – timely, clear, customer focused and unambiguous

Energy retailers **must** provide customers with ‘clear and unambiguous’ information in a ‘timely manner’ to ensure customers facing payment difficulty understand their rights, and that disconnection is a measure of last resort.¹¹ This obligation is intended to promote the outcome of customers promptly contacting their energy retailer and arranging for assistance which best suits their circumstances, including at specified points prior to any disconnection.

¹¹ Clause 141(1)(c) of the code of practice.

The obligation to provide ‘clear and unambiguous’ information should be applied with regard to the following considerations:

- The information **must** be accurate and not misleading.
- The information **must** be expressed in plain language, legible, and presented clearly and appropriately having regard to its nature.
- The information **must** not have any major omissions of the assistance available under Part 6 of the code of practice.
- The information **must** clearly identify the forms of standard assistance made available by the energy retailer, as well as the tailored assistance measures.¹²

The code of practice does not prescribe the words to be used to provide the ‘clear and unambiguous information [or advice].’ The words should be sufficient to inform the customer of their entitlements for standard assistance and tailored assistance.¹³

Additionally, the information **must** be provided in a timely manner.¹⁴

The commission recognises there is a balance to be struck between providing sufficient information and too much information to achieve the desired outcome of direct engagement with customers. The following better practice examples provide suggestions on how to strike that balance.

Better practice examples

- Use dot points to break up larger amounts of information so that it is easier for customers to read.
- Include separate references to government supports, such as a Utility Relief Grant and concessions, that customers may be eligible to receive.
- Provide clear information about how customers can access payment difficulty assistance. For example, a direct contact number or email address to the payment assistance team, or a link to a website with specific information.
- Avoid jargon and technical terms.
- Use plain English to increase comprehension.

¹² Clauses 125(2) and 128(1) of the code of practice.

¹³ Clauses 125 and 128 of the code of practice.

¹⁴ Clause 141(1)(c) of the code of practice.

- Offer interpreter services to customers who do not use English as their first language, or if they have requested interpreter services. In addition, customers may already be using an interpreter service when they engage on a call with energy retailers. Energy retailers need to be careful that the interpreter service does not drop off the call if the call is transferred to another team (such as an energy retailer’s hardship team).

Contacting customers

Information relating to standard and tailored assistance should be sent to the customer’s preferred communication method(s), such as a text message, email or hard-copy correspondence. The correspondence should include instructions on how to find the energy retailer’s assistance options online and how to access the assistance.

If the customer does not use electronic communication or has not provided their consent to receiving electronic communication, the information **must** be sent via a hard copy written communication.¹⁵

Where a customer has provided explicit informed consent to receiving communications electronically, an energy 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 of practice.

The Payment Difficulty Framework review phone call study identified elements of communication that could be independently verified as having a favourable outcome on customer satisfaction levels.¹⁶

The commission considers it better practice if call centre staff training includes those skills traditionally termed ‘soft’ skills, such as empathy, respect, and rapport building. Some soft skills and ways of demonstrating them are set out below as better practice examples.

Better practice examples

- Communicating with empathy and respect, avoiding judgement.
- Using a tone that is non-judgemental.
- Asking relevant questions to better understand the customer’s situation.

¹⁵ Clause 139(2) of the code of practice.

¹⁶ *Payment difficulty framework implementation review 2021*: <https://www.esc.vic.gov.au/electricity-and-gas/inquiries-studies-and-reviews/payment-difficulty-framework-implementation-review-2021>.

- Checking the customer understands their minimum entitlements.
- Taking thorough notes of all conversations to avoid customers having to repeat information and recording details of the assistance offered.
- Ensuring information is accessible, particularly for culturally and linguistically diverse customers, customers with low literacy and customers with cognitive disabilities.
- Avoiding technical jargon and acronyms.
- Providing consistent information to all customers for uniformity of service.

Disconnection is a measure of last resort

The objective of Part 6 of the code of practice is so that disconnection of a residential customer for not paying a bill is a measure of last resort. We will consider criminal proceedings for serious misconduct by reference to the factors set out in our Compliance and Enforcement Policy. We can refer a matter to the Office of Public Prosecutions where suspected contraventions have occurred in relation to the wrongful disconnection of consumers.

2. Part B: Standard assistance

The objective of standard assistance is to give customers an entitlement to minimum standard forms of assistance, to help them avoid getting into arrears with their energy retailer.¹⁷

Guidance

Standard assistance options are intended to assist customers with avoiding getting into arrears by offering ways to pay that meets their financial situation. For example, this can allow customers facing or anticipating payment difficulties to make smaller, regular payments based on their affordability, or additional time to pay.

These arrangements promote customer engagement with their energy retailer, increasing the likelihood of a mutually beneficial relationship and better management of arrears early.

Energy retailers can also offer other types of assistance in addition to those required as part of the minimum standards.¹⁸

The commission considers it better practice for energy retailers to be proactive in providing information about the standard assistance options to all residential customers, and not just those who request assistance. Some better practice examples are outlined below.

Better practice examples

Offer all customers payment arrangement options

Offer all customers the option to enter into payment arrangements as a way to assist them in managing their bills.

Promote bill paying options widely

Promote alternative payment arrangement methods on bills, websites or in the recorded message while customers are on hold during a telephone call. Customers may welcome being able to have ways to more closely manage their bills.

Self-serve portal

Offer access to standard assistance, such as a bill payment extension, using self-serve options via the internet and telephone keypad. Customers who prefer not to have to speak to a

¹⁷ Clause 124 of the code of practice.

¹⁸ Clause 125(2) of the code of practice.

customer service representative may find it easier and more convenient to access assistance this way and this approach may increase customer uptake.

Provide communication in a range of formats

Provide standard assistance options in languages other than English and in plain English. Use formats that are friendly for neurodiverse customers in all communication to broaden understanding.

Convenient billing options

Issue monthly bills based on actual meter data for customers with a remotely read electricity meter. Monthly billing may assist customers to manage the cost of their electricity use more effectively than quarterly billing.

Proactive monitoring of payments

Monitor customers' payment patterns for changes in their payment behaviour as an early indicator of possible payment difficulty. If a new pattern of late or underpayment of bills is noticed, contact the customer to provide information about standard assistance to prevent arrears accumulating. Proactive communication is particularly important at times when there are cost of living pressures.

Case study 1

A residential customer anticipates having difficulty paying a future bill. The customer contacts their energy retailer to explain their circumstances and seek advice on their options. The retailer must provide the customer with clear and unambiguous information about the assistance available under Part 6 of the code of practice. This is the case even though the customer has not missed a bill or accrued arrears.

The customer subsequently missing a bill pay-by date or accruing arrears would also trigger an obligation on the retailer to provide information about assistance under Part 6 of the code of practice.

3. Part C: Tailored assistance

The objective of tailored assistance is to give residential customers who are in arrears an entitlement to minimum standards of flexible and practicable assistance that makes it easier for them to:

- pay for their ongoing energy use
- repay their arrears
- lower their energy costs.¹⁹

Guidance

A customer's entitlement to tailored assistance is triggered when they have missed a bill pay-by date and have any amount of arrears on their account. There is **no minimum amount of arrears** required for a customer to be entitled to receive tailored assistance.

Energy retailers must take into account any information provided by customers (or their authorised representatives such as financial counsellors or other authorised third parties) about their circumstances when providing tailored assistance.

Customers who decline to provide personal or financial information when asked by their energy retailer are still entitled to receive tailored assistance.

If the energy retailer can demonstrate a firm basis to suggest they are not required to provide payment difficulty assistance to the customer²⁰, energy retailers need to discuss this with the customer.

Requiring customers to provide evidence of their circumstances may amount to a retailer imposing a condition on the provision of assistance in breach of a retailer's obligation.²¹

Minimum tailored assistance entitlements differ according to whether a customer can pay for their ongoing energy use in full or not.

¹⁹ Clause 126 of the code of practice.

²⁰ Clause 132(1) of the code of practice.

²¹ Clause 143 of the code of practice.

Better practice

The commission considers it better practice for energy retailers to have conversations about affordability with their customers respectfully, without making judgments about their circumstances.

3.1.1. Customers who can pay for ongoing usage

Guidance

All customers who can meet the full cost of their ongoing usage are entitled to receive, at a minimum, the following assistance:

- Repayment of arrears in no more than two years by payments at regular intervals of up to one month and advice about options to do so.
- Specific advice about the customer's likely future cost of energy and how to lower it.
- Advice about government and non-government assistance including energy concessions and the Utility Relief Grant.²²

The commission expects retailers to ensure they have met their obligations to provide all the payment difficulty assistance customers are entitled to receive.

Better practice examples

- Monitor customers receiving this form of tailored assistance for signs that they are struggling to meet their ongoing energy costs.
- Complete a tariff check for all customers receiving tailored assistance as their ability to manage ongoing costs and repay their arrears may improve if there is a lower cost plan available.

3.1.2. Customers who cannot pay for ongoing usage

Guidance

If a customer cannot pay the full cost of their ongoing energy usage, they are entitled to receive, at a minimum, additional practical assistance specified under tailored assistance.²³

²² Clauses 128(1)(a) to (d) of the code of practice.

²³ Clauses 128(1)(c) to (g) of the code of practice.

In these situations, customers are entitled to receive more assistance to help them to manage their debt and reduce their usage where possible. This assistance includes, for example, completing an application for the Utility Relief Grant over the phone and providing information on how to access energy concessions to help the customer reduce their energy costs. Managing energy usage, obtaining the Utility Relief Grant, or applying energy concessions will assist a customer in reducing their arrears and may limit the potential for their arrears to grow significantly.

The following sections outline the commission's guidance and better practice examples for energy retailers in providing practical assistance to customers who cannot pay for their ongoing energy usage in full. This includes guidance on practical assistance such as energy efficiency information, the Utility Relief Grant and energy concessions.

3.1.3. Energy efficiency information

Guidance

Energy retailers **must** provide practical assistance to assist customers, who cannot afford the cost of their ongoing energy, to reduce their energy use, provided there is scope for the customer to do so.²⁴

Energy retailers benefit from customers not accumulating more arrears. This obligation aims to reduce this risk. Energy retailers must provide support to help customers make changes to reduce their energy usage. For example, energy retailers could offer customers replacement energy efficient appliances.

Energy retailers **must** provide practical assistance that takes into account the individual customer's pattern of energy use and on the circumstances of where they live.²⁵

Energy retailers should not be encouraging customers to reduce their energy consumption that may lead to dangerously low levels of usage that may endanger a person's health, or give advice in a manner that is demeaning or patronising.

Customers who rent are less able to make permanent changes to the property, and those on low incomes are not able to afford to replace inefficient appliances without assistance. Suggesting changes that are outside the capacity of the customer to make are not helpful in assisting the customer to lower their energy costs or to establish positive relationships. However, customers may be able to access low-cost alternatives via programs such as [Victorian Energy Upgrades](#) to lower their ongoing energy costs.

²⁴ Clause 128(1)(f)(ii) of the code of practice.

²⁵ Clause 128(1)(f) of the code of practice.

If a customer does not provide personal or financial information to energy retailers to assist them in determining the practical assistance options available, the customer is still entitled to receive tailored assistance.

The commission considers it better practice for energy retailers to provide information about the sources of low cost and free energy efficiency resources to their customers.

Better practice examples

- Providing practical assistance by way of an energy audit to help the customer understand how they use their energy and where they may be able to reduce it, at no cost to the customer.
- Providing energy efficiency advice each new season to give customers relevant energy saving tips such as recommended heating or cooling temperatures for appliances.
- Promoting energy saving tips on all communication forms, such as during the on-hold message during telephone calls, on website home pages and on envelopes.
- Educating customers about how to access and understand their smart meter data so they can monitor their usage.
- Including easy-to-read pamphlets with bills, for wider accessibility, particularly for customers from culturally and linguistically diverse background, those with low literacy and those who do not use computers.
- Offering information in a range of languages other than English.
- Linking other relevant resources and government information on your webpage, such as; the [energy info hub](#), [Help paying your bills](#), and the [Victorian Energy Upgrades program](#) websites for more information.

Case study 2

An energy retailer partners with a Victorian Energy Upgrades program accredited person to offer all residential customers the option to undertake a home energy rating assessment²⁶ at no-cost to the customer. This serves to help residential customers understand the factors driving their energy consumption, and offers customised options to reduce their energy usage.

²⁶ [Home energy rating assessment activity | Essential Services Commission](#)

The Victorian Energy Upgrades program helps Victorians reduce their energy bills and greenhouse gas emissions by providing access to no or lower-cost energy efficient products and services.

A home energy rating assessment conducted by an accredited person is an activity offered under the Victorian Energy Upgrades program. A home energy rating assessment is an assessment of the energy performance of a residential premises and its fixed appliances, carried out by an accredited assessor. The assessment results in a rating which details the energy performance of the home and its features and provides advice which informs homeowners or tenants of possible actions they can take to improve the home's energy performance.

The commission encourages energy retailers to educate and refer residential customers to the [Victorian Energy Upgrades program](#) so that they can seek out energy efficient products and services to help reduce their energy bills.

3.1.4. Best offer check

Where a customer has their arrears on hold, energy retailers **must** check whether the customer is on their [best offer](#) and consider their usage pattern to determine the best tariff option for them.²⁷

This obligation aims to reduce the risk of customers further accumulating arrears. Energy retailers must also provide deemed best offer messages to customers regularly on bills and bill change alerts.²⁸ Energy retailers should actively check if a customer, who is experiencing payment difficulty and has their arrears on hold, is on its best offer.

Support may also be provided to the customer in switching to that offer. Energy retailers can also consider whether the customer is better off on a time of use or single rate tariff, and offer this option to the customer.

Better practice examples

- When an energy retailer is speaking to a customer who is receiving any form of payment difficulty assistance, they can proactively suggest an alternative tariff that reduces the customer's overall cost in the future. This tariff could be the same tariff that is displayed as a best offer message on the customer's bill.
- An energy retailer can go further by assisting that customer with switching to that offer in a quick and easy way.

²⁷ Clause 128(1)(f)(i) of the code of practice.

²⁸ Clause 110(1) of the code of practice.

3.1.5. Utility Relief Grant scheme and energy concessions

Guidance

Energy retailers **must** give customers who are receiving, or are eligible to receive tailored assistance, information on how to access assistance provided by government or non-government providers, such as the Utility Relief Grant scheme and energy concessions.²⁹

If the customer has nominated a third party (such as a financial counsellor) to act on their behalf, the commission expects energy retailers to work with the nominated third party to complete as much of the form as possible.³⁰ Copies of the form should then be sent to the customer or their nominated third party along with instructions on how to complete and lodge the form.

A Utility Relief Grant is paid directly to an energy retailer to apply as a credit to the customer's energy account. Beyond the benefits to an energy retailer, receiving a Utility Relief Grant payment can assist in reducing a customer's arrears. Additionally, the ability to submit additional 'top up' applications during the two-year period to receive the maximum benefit available, assists customers to manage small levels of arrears periodically.

Utility Relief Grants are mutually beneficial to both customers and energy retailers as the grant is applied directly to the customer's account.

3.1.6. Retailer obligations for when a customer cannot pay the full cost of their ongoing energy use

Energy retailers **must** assist eligible customers to complete the online application for the Utility Relief Grant over the phone, and lodge it on behalf of the customer, unless otherwise requested by the customer.³¹

Where an energy retailer is unable to complete and lodge the Utility Relief Grant application form over the phone, the energy retailer **must** complete as much of the form as possible and send it to the customer with instructions on how to complete and lodge the form.³²

²⁹ Clause 128(1)(c) of the code of practice.

³⁰ Clause 141(1)(f) of the code of practice provides that retailers must work cooperatively with any government or non-government service, including the energy ombudsman, providing support to a residential customer who is receiving assistance under Part 6 to ensure that the assistance being provided by the retailer complements, and is provided in a coordinated way with, that support.

³¹ Clause 128(1)(e)(i) of the code of practice.

³² Clause 128(1)(e)(ii) of the code of practice.

Better practice examples

- Complete the Utility Relief Grant online application form (to the extent possible) over the phone with the customer and send the customer the partially completed form with instructions on how to complete the remainder of the form.
- Explain to the customer what further information or documentation they are required to provide (e.g. copies of payslips, receipts or a statutory declaration) to support their Utility Relief Grant application.
- Inform the customer that they can lodge the application, with copies of the required documentation, by: the customer emailing the application to the appropriate government departmental email address; the customer posting the application to the appropriate government departmental postal address; or emailing or posting the application back to the retailer, at a specified email or postal address, for the retailer to send documentation to the appropriate government department on the customer's behalf.
- Contact the customer at a later date to offer further assistance to submit their Utility Relief Grant application.
- Have a dedicated Utility Relief Grant webpage that is easily identifiable for customers to access.
- Proactively send Utility Relief Grant information to customers that have been identified as likely to be eligible for the grant, including a direct number to a dedicated team where Utility Relief Grant applications can be made over the phone.

Eligibility criteria for the Utility Relief Grant scheme

Better practice

The commission considers it better practice for energy retailers to ensure their staff are adequately trained so that they understand the eligibility criteria for an account holder to apply for a Utility Relief Grant.

The eligibility criteria for the Utility Relief Grant scheme can be found on the [Department of Families, Fairness and Housing webpage](#).

The commission expects energy retailers to ask questions of the account holder to check whether they are eligible for a Utility Relief Grant and to assist eligible account holders to apply for the grant.

Non-compliance with the obligation

Failure to provide information relating to the Utility Relief Grant scheme or failure to assist customers to complete a Utility Relief Grant application over the phone is a breach of the energy retailers' obligations under clause 141 of the code of practice. This clause is specified as a civil penalty requirement for the purposes of the *Essential Services Commission Act 2001*.

Better practice examples

- Monitor a customer's eligibility for a Utility Relief Grant every two years and for the availability to 'top up' applications until the maximum available grant is reached within the eligible period for both electricity and gas (where relevant).
- Monitor customer entitlement to concessions at all interactions and obtain explicit informed consent to obtain updated details directly from [Centrelink Confirmation eServices](#).
- Add information about the availability of a Utility Relief Grant onto all customer communications.
- Include a system prompt that informs a customer service agent of the amount left to claim for the grant in the two-year period while engaging with a customer. This way they can prompt the customer to apply if they have any debt.
- Train specialist customer service agents to complete Utility Relief Grant applications over the phone efficiently.
- Send Utility Relief Grant applications to authorised third parties such as financial counsellors when requested, so that they can assist their client to complete it. This may include adding personal information they do not want to share with their energy retailer.

3.1.7. Application of Utility Relief Grants and energy concessions to a customer's account

Guidance

There will be a period of time between when a Utility Relief Grant application is submitted and the receipt, if any, of the grant to the customer's account. It may be reasonable that a customer continues to make payments towards their account in the interim unless the grant will eliminate all arrears on their account or the customer is in acute financial difficulty and cannot afford to make any payment at that time.

If a customer has not been receiving a relevant energy concession and holds an eligible concession card, they may be able to receive backdated concessions for a period of up to 12 months.

Better practice

The commission considers it better practice for energy retailers to arrange backdating of concessions where customers are eligible.³³

The commission believes that when an energy retailer receives the Utility Relief Grant or an energy concession, they must apply it to the customer's account as soon as practicable. The customer is entitled to these credits and should receive the benefits in a timely manner.

Better practice examples

- Revise the existing payment plan if the receipt of a Utility Relief Grant or backdated concessions substantially reduces the customer's arrears.
- Prompt application of the Utility Relief Grant or energy concession credit received by the energy retailer to a customer's account so there is no unreasonable delay to the customer receiving the benefit of the Utility Relief Grant or energy concession.

3.1.8. Helping customers make informed decisions

Guidance

Customers are best able to make informed decisions only when they are provided with all relevant information about their full entitlements under the Payment Difficulty Framework and how to access them.

Energy retailers may exercise discretion in determining the level of detail to be provided to a customer about their entitlements at various stages of payment difficulty, provided that both the objective of Part 6 and the mandatory requirements of the code of practice are met.

Better practice

If a customer makes it clear they do not want to listen to all the tailored assistance options, citing for example, shortness of time or they have heard it before, the commission considers it better practice that this is noted in the customer's account notes for future reference if required.

Further, the commission considers it better practice for energy retailers to send correspondence to the customer following the telephone call. This should be sent to the

³³ 'Concessions & benefits' Department of Family, Fairness and Housing <https://services.dffh.vic.gov.au/energy> as at 20 November 2023.

customer's preferred communication method, such as a text message, email or hard-copy correspondence. The correspondence should include instructions on how to find the energy retailer's tailored assistance options online and how to access the assistance.

If the customer does not use electronic communication or has not provided their consent to receiving written communication electronically or another way, the information **must** be sent via post.³⁴

Where a customer has provided explicit informed consent to receiving communications electronically, an energy 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 of practice.

An energy retailer may elect to provide the information separately to a reminder notice.

Better practice examples

- Communicate regularly and through multiple channels to inform customers of their entitlements to assistance (remembering to obtain the explicit informed consent to receive electronic communication).
- Send proactive SMS text messages to customers to notify them that their retailer is about to call. This may increase the success rate of calls being answered (ensure correct explicit informed consent is recorded for the sending of electronic communication).
- Customise the information given to customers in writing rather than relying on standard templates.

3.1.9. The information provided must relate to the relevant account

Customers may hold multiple energy accounts with an energy retailer, each subject to a process potentially leading to disconnection at similar times. In these circumstances, retailers must clearly indicate to which energy account such information relates.

The provisions of the code of practice require that information be provided to the customer in respect of each account. An energy retailer providing clear and unambiguous advice about the assistance available under Part 6 of the code of practice to a customer in relation to one account only will not satisfy the requirements of the code.

³⁴ Clause 139(2) of the code of practice.

Case study 3

A customer experiencing financial difficulty was in arrears on their gas and electricity accounts. The customer received disconnection warning notices for both accounts, but clear and unambiguous information about the assistance available under Part 6 of the code of practice was only provided in relation to the electricity account. This left the customer unaware that assistance also was available in relation to their gas account. The customer entered into a payment arrangement for the electricity account only, resulting in disconnection of their gas supply.

The obligations in the code of practice will only be met if information about assistance under Part 6 is provided in relation to the energy account subject to potential disconnection. Clear and unambiguous information regarding each separate energy account subject to a disconnection process must be provided to the customer.

3.1.10. Providing tailored assistance information to a customer who has accessed standard assistance

Guidance

The following case studies provide examples of the commission's expectations with respect to providing tailored assistance information to customers who may have accessed standard assistance options, at the time when they were eligible to receive tailored assistance.

An energy retailer **must** contact a customer and give them information about tailored assistance **each time the pay-by date is missed** where the customer has arrears of more than \$55 (inclusive of GST). The retailer **must** do this within 21 business days after the pay-by date of the bill which the customer did not pay.³⁵

A customer, who missed the pay-by date of their bill, does not waive their entitlement to receive tailored assistance information by accessing other forms of assistance within the 21-business day timeframe. The retailer is still required to provide the tailored assistance information within 21 business days from that pay-by date.³⁶

The following examples outline different scenarios where the customer accesses standard assistance to defer the pay-by date.

³⁵ Clause 129(2) of the code of practice.

³⁶ Clause 129(2) of the code of practice.

Case study 4

- A customer received a bill totalling \$160 and did not make a payment by the pay-by date.
- After the payment is due, the energy retailer contacts the customer by phone and only discusses standard assistance options.
- The customer chooses to extend the pay-by date by one billing cycle.

In case study 4, although the pay-by date is amended to a later date, the retailer **must** still comply with its obligation under clause 129(2) in relation to the original pay-by date. When the customer missed paying their bill by the due date and had arrears of more than \$55 (inclusive of GST), the retailer **must** inform the customer of their entitlements under tailored assistance and how to access them within 21 business days after the missed pay-by due date.³⁷ It may have been clearer for the customer if the tailored assistance information was provided during the call rather than receiving the information after the call.

Case study 5

- A customer received a bill totalling \$160.
- Before the payment is due, the energy retailer provided the customer with standard assistance options and the customer notifies the energy retailer of their choice to extend the pay-by date by one billing cycle.
- The retailer does not mention the customer's entitlements to tailored assistance.

In case study 5, the retailer has amended the pay-by date to a later date and the retailer's obligation to provide payment difficulty information is not triggered unless the customer misses the new pay-by date.³⁸

Case study 6

- A customer received a bill totalling \$160.
- Before the payment is due, the energy retailer provided the customer with standard assistance options.

³⁷ Clause 129(2) of the code of practice.

³⁸ Clause 129(2) of the code of practice.

- After the due date for payment, the eligible customer contacted the energy retailer, and notified their energy retailer of their choice to extend the pay-by date by one billing cycle.
- The energy retailer does not mention the customer's entitlement to tailored assistance and cancels the notice containing tailored assistance information for the original pay-by date.

In case study 6, the energy retailer did not provide the customer with tailored assistance options when they contacted their energy retailer after the missed payment due date. The energy retailer will meet the requirement if it gives the customer information about their tailored assistance entitlements and how to access them within the 21-business day period following the bill's due date. As indicated in case study 4, it would be clearer (and more beneficial) for the customer if they are provided with their tailored assistance entitlements at the earliest opportunity.

3.1.11. Payment arrangements

Guidance

Payment arrangements that are designed to be affordable and sustainable will increase the likelihood of success, whether made as part of standard or tailored assistance entitlements.

The commission understands that some customers are being provided with unaffordable payment arrangements that they feel pressured to accept because of the potential risk of disconnection. Such payment arrangements may not comply with the obligations under the code of practice.

Better practice

The commission considers it better practice for energy retailers to check with the customer whether the proposed payment arrangement is appropriate and affordable for them.

For customers who are already in payment arrangements where the energy retailer believes the payment arrangement amount should be changed, energy retailers should discuss the proposed payment arrangement amounts with customers to ensure it is still appropriate and affordable, and obtain the customer's express consent prior to changing the amount.

3.1.12. Accepting payment proposals

Guidance

Energy retailers **must** accept a payment proposal or revised payment proposal put forward by a customer (whose arrears are not on hold) if it complies with the requirements for payment arrangements.³⁹

However, an energy retailer may exercise discretion and choose to accept the proposal if the proposed payment proposal or revised payment proposal meets one or more of the following requirements:

- Provides for payments of different amounts at different intervals.
- Would result in arrears being fully paid by a date later than two years after the first payment.
- Provides for payments for energy use being made separately from payments for arrears.⁴⁰

Better practice

If the energy retailer does not accept the proposed payment plan or revised payment plan pursuant to clause 130(4), the commission considers it better practice for the energy retailer to discuss why it will not accept the proposed plan with the customer and work with them to try and come to a mutually agreeable arrangement.

3.1.13. Fair and reasonable payment arrangements

Guidance

Payment arrangements need to be fair and reasonable, having regard to the customer's circumstances.⁴¹

A payment arrangement is most effective if it is affordable and helps the customer to repay their arrears, unless the arrears are on hold under tailored assistance. It is not appropriate for customers to feel pressured into accepting unaffordable payment plans or to be asked to pay a lump sum to stay connected or before they can access assistance to which they are entitled to receive. Such a request by energy retailers may be a breach of their obligation if receiving payment difficulty assistance is conditional on making a lump sum payment or accepting an unaffordable payment arrangement.

³⁹ Clause 130(3) of the code of practice.

⁴⁰ Clause 130(4) of the code of practice.

⁴¹ Clauses 141(1)(a) and 141(b) of the code of practice.

The commission considers it reasonable that a customer's payment proposal is proportionate to the amount of their arrears and current ongoing usage costs. In deciding whether to accept the customer's payment proposal under clause 130(4), the energy retailer needs to consider the customer's circumstances and what the customer says they can afford to pay.

Circumstances that may be relevant, but not always, to a customer's affordability, or ability to make a payment by the due date include, but are not limited to:

- family violence (including economic abuse)
- family and/or relationship breakdown
- death or serious medical condition of a spouse or immediate family member
- disability/care provider
- whether the customer has no or limited English skills
- whether the customer has access to electronic communication channels such as email or the internet
- serious illness or a medical condition (including mental health) that impacts a customer's ability to engage or communicate with their retailer (for example, having sight or hearing impairment)
- loss of employment or regular source of income
- variable income such as seasonal or casual work
- recipient of government assistance (such as Centrelink payments)
- whether the account holder is a concession card holder
- unexpected and essential cost-of-living expenses (urgent house repairs, car repairs, medical expenses, schooling, or childcare expenses, etc.)
- debt on another energy account/s with the same retailer
- acute financial or personal hardship
- being temporarily uncontactable or unable to make payments (for example, due to hospitalisation or disconnected telephone or internet services).

3.1.14. Contacting customers who do not make a payment on time

Guidance

Contact with a customer who has missed a payment by the due date can be made by phone. If a customer does not answer the phone, the requirement to contact the customer is not met. It will be necessary for the energy retailer to contact the customer by other means, such as sending written communication if their attempts to contact the customer by phone remain unsuccessful.

Any contact (whether via a phone call or written communication) with the customer **must** clearly notify the customer of their entitlement to put forward a revised payment proposal.⁴²

In the absence of a discussion between the customer and their energy retailer about revising the customer's payment arrangement, a written notification that requests the customer to contact the energy retailer to 'discuss their options' will not meet the requirement of the obligation.

Better practice examples

- Build trust and understanding between the energy retailer and customer. Allow the customer to set the terms and amount of their payment plan and ask them what they can afford (without asking about other expenses in their life). When a customer sets their own payment amount and/or frequency, they are more likely to adhere to the payment arrangement.
- Consider the tone of the contact when a customer misses a payment: use a supportive rather than threatening tone.
- Where the customer has a complex situation impacting their payment difficulty or is not sure what they can afford to pay and wants to seek assistance from a financial counsellor, consider offering a period longer than six business days to propose a payment arrangement and allowing them more time to contact external support.
- Offer alternative methods to make payments besides direct debit. Many people experiencing payment difficulty may not have money in their account to honour the payment on the nominated date, leading to dishonoured payment charges.

⁴² Clause 130(6) of the code of practice.

3.1.15. Payment arrangements and the written schedule of payments

Guidance

An energy retailer **must** provide a customer with a written schedule of the payment arrangement.⁴³ The payment plan schedule **must** be in writing and use plain language, be legible and presented clearly.⁴⁴

Energy retailers are required to explicitly state the due date of each payment under an agreed payment plan.⁴⁵ Although the customer may deduce the due date of each payment by stating the start date, payment frequency and end date, this is insufficient to demonstrate compliance.

Example of a written schedule of payments

Payment due date	Payment amount	Payment due date	Payment amount	Payment due date	Payment amount
Date 1	\$30.00	Date 2	\$30.00	Date 3	\$30.00
Date 4	\$30.00	Date 5	\$30.00	Date 6	\$30.00

Better practice example

Include a list of accepted payment options on the payment schedule and payment details, such as information about how to pay via BPay.

3.1.16. Customer responsibility to implement practical assistance

Better practice

The commission considers it better practice for energy retailers to maintain sufficient records of the steps agreed with the customer to implement practical assistance that seeks to lower their energy usage.⁴⁶ Recording details such as of an energy audit, or details of the steps the customer has taken to reduce their energy costs, may be used by the energy retailer to demonstrate whether a customer has or has not implemented the practical assistance to reduce their energy costs.

⁴³ Clause 130(5) of the code of practice.

⁴⁴ Clause 139(1) of the code of practice.

⁴⁵ Clause 130(5)(c) of the code of practice.

⁴⁶ Clause 128(1)(f)(iii) of the code of practice.

3.1.17. What is reasonable customer action?

Guidance

The code of practice is clear that customers **must** take reasonable action to make payments towards their ongoing energy use and/or arrears to continue to be entitled to tailored assistance.⁴⁷

The code of practice requires energy retailers to take into consideration all of the circumstances of the residential customer of which they are aware of, and to act fairly and reasonably with regard to these circumstances.⁴⁸ The commission acknowledges that the circumstances of individual residential customers will vary and they face different challenges. When considering how to provide assistance to a residential customer and what constitutes reasonable customer action for a particular customer, energy retailers must have regard to any known customer circumstances that may be relevant.

3.1.18. Contacting customers whose repayment of arrears is on hold

Guidance

The code of practice is clear on the actions required by an energy retailer when a customer whose repayment of arrears is on hold under tailored assistance fails to make any payments towards their ongoing energy use. An energy retailer **must** contact the customer to discuss their payments or assist them to meet their responsibility to implement the practical assistance (where relevant).⁴⁹

Timely communication is important in assisting customers to manage their usage and arrears at a time when the debt may be more manageable.

Where a customer whose payment of arrears is on hold and who misses a payment, an energy retailer is required to contact that customer. The energy retailer **must** discuss varying the amount payable and/or payment frequency, or both, to give the customer more time to lower their energy costs.⁵⁰

Similarly, if a customer whose payment of arrears is on hold, fails to implement practical assistance (for example, put into action energy efficiency advice provided by the energy retailer), then the energy retailer **must** contact the customer and work with them to determine an appropriate

⁴⁷ Clause 132 of the code of practice.

⁴⁸ Clause 141(1)(b) of the code of practice.

⁴⁹ Clause 131 of the code of practice.

⁵⁰ Clause 131(2) of the code of practice.

timeframe for the customer to start managing their energy usage that is within the capacity of the customer.⁵¹

The commission recognises that not every customer is able to put into action energy efficiency advice. For example, customers who are on low incomes and cannot purchase energy efficient appliances, or customers who are renting and cannot make significant changes to the property. In these instances, the commission considers it better practice for energy retailers to focus on educating a customer on managing their energy usage, including but not limited to the following examples.

Better practice examples

Energy retailers can help a customer manage their energy use by:

- providing practical advice to reduce the customer's energy use
- reviewing the times the customer uses appliances (for example, using appliances during off-peak rates if off-peak rates are available)
- advising customers of the impacts on energy usage from various activities such as hot showers, closing window coverings on sunny days to keep the home cooler and closing windows when air conditioning is being used in the home
- assisting in arranging an onsite assessment to check utility connections and potential faults, with information about options to resolve additional charges in cases where faults are found.

The intent of these obligations on energy retailers is to allow the customer more time before paying their arrears while they work to lower their ongoing energy costs, ensuring that disconnection is a measure of last resort.

3.1.19. What is unreasonable customer action?

Guidance

Unreasonable customer action includes, but is not limited to, consistently and consecutively:

- Establishing payment arrangements or revised payment arrangements and not making any of the required payments.
- Not responding to their energy retailer's attempts to contact them to provide assistance under Part 6 of the code of practice.

⁵¹ Clause 131(3) of the code of practice.

- Not agreeing to make payments towards the cost of their ongoing energy usage while their arrears are on hold.

As stated above, if a customer is already receiving tailored assistance and misses a payment by the due date, the energy retailer **must** contact the customer to discuss their circumstances and what they can afford. This discussion may result in the energy retailer and customer agreeing to a new payment plan.⁵²

Multiple broken payment arrangements may indicate that a customer would benefit from a referral to a financial counsellor for further support. This may complement the assistance provided by the energy retailer.

Better practice

The commission considers it better practice for energy retailers to identify those customers who may require further support and provide information on accessing government or other support, and to work cooperatively with any government or non-government service to support the customer.⁵³

3.1.20. Discontinuing assistance and disconnections

Guidance

The commission reiterates that disconnection of any customer is a measure of last resort.

Each customer entitled to receive payment difficulty assistance is experiencing a unique set of challenges. Energy retailers **must** be able to demonstrate that they have considered all relevant circumstances and made various attempts to engage with the customer prior to discontinuing assistance.⁵⁴

The circumstances of a customer experiencing payment difficulty (for example, a customer experiencing family violence) need to be considered as soon as the customer is in arrears and becomes eligible for tailored assistance. We have provided [examples](#) of the types of circumstances which the commission consider may be relevant for energy retailers to take into consideration earlier in this guideline.

It is not sufficient for an energy retailer to only consider a customer's circumstances at the point of disconnection. Energy retailers must also consider a customer's circumstances prior to

⁵² Clause 131(2) of the code of practice.

⁵³ Clauses 141(1)(e) and 141(1)(f) of the code of practice.

⁵⁴ Clauses 141(1)(a) and (b) of the code of practice.

discontinuing their tailored assistance. Energy retailers must act fairly and reasonably with regards to the customer's circumstances.⁵⁵

3.1.21. Information about payment assistance must be at multiple stages in the disconnection process

Guidance

The code of practice requires energy retailers to provide information to customers about the assistance available under Part 6 at specific instances as part of a process:⁵⁶

- 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 (inclusive of GST)⁵⁷ (additional guidance on this requirement is outlined in this guideline [above](#)).
- When the energy retailer issues a disconnection warning notice.⁵⁸
- After the issue of a disconnection warning notice, where an energy retailer must take all reasonable steps to provide a residential customer with this information.⁵⁹

The intent of the provisions requiring retailers to provide customers with 'clear and unambiguous' information about their entitlements under Part 6 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 energy retailer and arranging the assistance which best suits their circumstances, including at specific points in the process that can lead to a disconnection.

3.1.22. Preventing disconnections of customers receiving assistance

Guidance

There are protections in place preventing customers from being disconnected when they are already receiving payment difficulty assistance under Part 6 of the code of practice.⁶⁰

⁵⁵ Clause 141(1)(b) of the code of practice.

⁵⁶ Part 10 Disconnection of premises

⁵⁷ Clause 129(2) of the code of practice.

⁵⁸ Clause 185(1)(c)(ii) of the code of practice.

⁵⁹ Clause 187(1)(a)(ii) of the code of practice.

⁶⁰ Section 40SS(c) of the *Electricity Industry Act 2000*, and Section 48DU(c) of the *Gas Industry Act 2001*.

Energy retailers **must** not arrange for a supply of energy to be disconnected when a customer is receiving any form of standard and/or tailored assistance, and where the customer is complying with the terms and conditions of that assistance.

When considering disconnection of a customer for non-payment, include a check in the disconnection process for whether the customer is receiving any form of assistance under Part 6 of the code of practice.

3.1.23. Disconnection warnings

Guidance

The code of practice outlines the information that **must** be provided in a disconnection warning notice.⁶¹ While energy retailers are encouraged to provide additional notice to customers to meet their best endeavour requirements, energy retailers will not satisfy this obligation if partial information is provided across multiple notices.

The commission is aware of situations where energy retailers have told customers they would be disconnected or have issued disconnection warning notices to require customers to make payments towards their arrears. This type of action can cause undue stress on customers and the commission considers the threat of disconnection is not appropriate to be used to pressure customers into paying more than they may be able to afford.

The commission acknowledges that some customers facing payment difficulty and who have arrears may not engage with an energy retailer until they receive a disconnection warning notice. It would not be a breach of the energy retailer's obligations if the disconnection notice is issued as part of a correct and compliant credit collection process.

Customers who are already receiving tailored assistance **must** only be issued with disconnection warning notices if the notices comply with the requirements in the code of practice.⁶²

Case study 7

An energy retailer sent a customer a 'disconnection warning notice' that did not contain information about re-connection procedures or state that a charge would apply for re-connection.⁶³

⁶¹ Clause 185(1) of the code of practice.

⁶² Clause 185(1)(c) of the code of practice.

⁶³ Clause 185(1)(f) of the code of practice.

The energy retailer later, as an additional step to the requirements in the code of practice, sent a further notice that included this information about re-connection, but it did not contain details of the energy ombudsman.⁶⁴

Although no specific wording is required by the code of practice, the disconnection warning notice must clearly outline the procedure for re-connecting a customer's energy supply, and any changes that may be associated with the re-connection. The disconnection warning notice must also advise the recipient about the existence and operation of the energy ombudsman⁶⁵, including contact details.

In case study 7, the energy retailer has failed to comply with their obligations under the code of practice⁶⁶ as the mandatory information was not set out in full in either notice.

Case study 8

Customers were removed from receiving tailored assistance because the energy retailer deemed that they had failed to make their agreed payments. Further investigation found that a Centrepay file from Services Australia was corrupted, and although amounts had been deducted from customers' Centrelink payments, the amounts did not appear to have been received by their energy retailer.

In case study 8, the commission considers that the energy retailer did not comply with its obligations as it ceased providing tailored assistance to the affected customers and did not contact them in relation to the missed payments.⁶⁷ The customers made all reasonable efforts to pay via Centrepay and due to unforeseen factors beyond their control, the payments were not received by their energy retailer. Had the energy retailer contacted the customers prior to removing them from tailored assistance they may have been made aware the customers had not stopped their Centrepay arrangements, and the energy retailer could have investigated the issue directly with Centrelink.

⁶⁴ Clause 185(1)(g) of the code of practice.

⁶⁵ Energy and Water Ombudsman (EWOV) <https://www.ewov.com.au/>

⁶⁶ Clause 185(1) of the code of practice.

⁶⁷ Clauses 130(6) and 131(2) of the code of practice.

3.1.24. Pay-on-time discounts to be honoured

Guidance

Case study 9 provides examples of the obligation to honour pay-on-time discounts.⁶⁸

Case study 9

A customer has been receiving tailored assistance after missing the pay by date on their bill. Their contract includes pay-on-time discounts, and they contacted their retailer to ask what will happen to the discounts as they missed the pay-by date.

Scenario 1

The retailer advised the customer that because they did not make the agreed payment by the pay-by date, the pay-on-time discount would not be honoured, and the full amount of the bill was payable. The retailer also stated that any bill not paid in full and on time would not receive the pay-on-time discount even while receiving tailored assistance.

In scenario 1, the retailer has not met their obligation in relation to honouring the pay-on-time discount while the customer was receiving tailored assistance.⁶⁹

Scenario 2

The retailer advised the customer that their pay-on-time discounts would be applied even though they have missed the pay-by date while they were receiving tailored assistance. Further, the retailer advised that any pay-on-time discounts received while the customer was receiving tailored assistance would not be claimed back at any time in the future.

In scenario 2, the retailer has continued to honour the pay-on-time discount while the customer was receiving tailored assistance. It also clarified that any pay-on-time discounts honoured while receiving tailored assistance would not be claimed back.⁷⁰

⁶⁸ Clause 135 of the code of practice.

⁶⁹ Clause 135(1) of the code of practice.

⁷⁰ Clause 135(1)(b) of the code of practice.

3.1.25. Working cooperatively with government and non-government services

Guidance

The commission acknowledges that some customers find it difficult to work with energy retailers directly and seek the assistance of third-party support, such as financial counsellors. Energy retailers **must** work cooperatively with government and non-government services to provide support to their customers who are receiving payment difficulty assistance.⁷¹

Where a valid authority to act is in place, the commission encourages energy retailers to make it easy for financial counsellors to contact their support teams. Enabling financial counsellors to contact energy retailers in real time means that they can assist their client at that time. When this does not happen, it is a missed opportunity for the energy retailer to improve the relationship with their customer, building on the trust established. The customer's representative may not see their client again for some time and this may impact the establishment of a sustainable payment plan.

Better practice examples

- Provide dedicated contact channels such as telephone numbers, email addresses and web portals for financial counsellors to assist them to access support for their clients in a timely manner (for example, bypassing the requirement to contact the main call centre).
- Validate concessions over the internet or phone using [Centrelink Confirmation eServices](#) immediately so that any issues that may arise (for example, a name mismatch), may be rectified promptly.

3.1.26. Restriction on conditions

Guidance

The commission has taken enforcement action against energy retailers that have placed restrictions on customers before they would provide them with payment difficulty assistance. The commission will continue to take enforcement action against energy retailers that deny eligible customers access to their entitlements for payment difficulty assistance.

Case study 10

A customer called their energy retailer and told them they had recently lost their job and could not afford to pay their bill.

⁷¹ Clause 141(1)(f) of the code of practice.

Scenario 1

The energy retailer told the customer that they must make an appointment with a financial counsellor and then report back to the retailer within 14 days. Their energy retailer will discuss how they may be able to assist the customer once they hear what the financial counsellor proposed.

In scenario 1, the energy retailer made accessing tailored assistance conditional on the customer contacting a financial counsellor and did not present the assistance as an entitlement. This action was not compliant with the code of practice as it placed a condition on the provision of assistance.⁷²

Scenario 2

The energy retailer empathised with the customer about losing their job and informed them of their entitlements to assistance. The energy retailer also informed the customer about financial counsellors and other assistance they may be eligible for and how to apply.

In scenario 2, the information about financial counsellors is provided in addition to informing the customer of their entitlements and not as a condition for receiving assistance.⁷³

3.1.27. Compliance and Performance Reporting Guideline reports

Guidance

Clause 128 sets out the entitlements for customers under tailored assistance. The obligation on energy retailers to offer assistance, including to provide payment difficulty assistance information, is found in other obligations within the code of practice and breaches **must** be reported under the Compliance and Performance Reporting Guideline.⁷⁴

⁷² Clause 143 of the code of practice.

⁷³ Clause 143 of the code of practice.

⁷⁴ <https://www.esc.vic.gov.au/electricity-and-gas/electricity-and-gas-codes-guidelines-policies-and-manuals/compliance-and-performance-reporting-guideline>.

4. Part D: Additional relevant clauses of the Payment Difficulty Framework

4.1.1. Debt recovery

Guidance

Energy retailers **must** not commence or continue any activities related to the recovery of arrears, or sell or dispose of a customer's debt, while a customer is receiving any kind of standard or tailored assistance.⁷⁵

If a customer is receiving tailored assistance, the energy retailer **must** continue to provide that assistance and may only commence debt recovery activities or sale of the debt if the energy retailer has complied with its obligations under the code of practice.⁷⁶

4.1.2. Assistance for customers affected by family violence

Guidance

The intersection of family violence and payment difficulty is well documented. Protecting customers experiencing vulnerability is an enduring compliance and enforcement priority for the commission.

Family violence may be a potential cause of payment difficulty and energy retailers **must** recognise it as so.⁷⁷

Energy retailers **must** consider family violence as one of the many relevant circumstances that are be considered when working with customers who are eligible for tailored assistance.⁷⁸

Any debt accrued from energy usage by a customer affected by family violence has serious implications for their immediate and long-term financial security. In the short term, customers affected by family violence may struggle to balance repayments of debt with payments for other essentials such as food, childcare and housing. In the longer term, where a customer affected by family violence received a poor credit rating because of non-payment or defaulting on their energy account, it can directly impact their ability to secure housing and take out loans to rebuild their

⁷⁵ Clauses 144(1) and 144(2) of the code of practice.

⁷⁶ Clause 132 of the code of practice.

⁷⁷ Clause 153 of the code of practice.

⁷⁸ Part 7 Division 1 of the code of practice.

lives. In these situations, flexible payment assistance from energy retailers may provide some relief to customers affected by family violence, and assist them with attaining financial security.

Energy retailers should also be aware that not all customers affected by family violence will disclose this information to their energy retailer. This may be for a variety of reasons including feelings of shame or embarrassment, or the fear of not being believed. Having the appropriate processes in place to support customers affected by family violence will help energy retailers to give appropriate assistance to customers affected by family violence. This includes having staff who are trained to engage with customers affected by family violence, and easily accessible information for customers which encourages those affected by family violence to contact the energy retailer for assistance.

There are explicit obligations in the code of practice with respect to providing assistance to customers who are experiencing family violence, termed 'affected customers'. These obligations include maintaining the account security of a customer affected by family violence, and taking into consideration whether other persons are responsible for the energy usage that resulted in the accumulation of arrears.⁷⁹

Better practice examples

- Provide refresher training for all appropriate staff annually on how to identify affected customers and all other relevant obligations in the code of practice.
- Make payment assistance information relevant to customers affected by family violence easily identifiable and accessible online, and encourage customers to contact the energy retailer if they are affected by family violence.
- Ensure all customer accounts are secure, including those customers who may be affected by family violence, such as by requiring a password, asking additional identity verification questions and utilising two-factor authentication for online accounts.
- Offer a range of flexible payment options to a customer who is affected by family violence, so they can select the option that best suits their circumstances.
- Consider writing-off the debt accrued by the customer during the period they were affected by family violence.

⁷⁹ Clauses 150 and 152 of the code of practice.

- Review processes that use data matching of old account holders as information may be shared inappropriately with a previous partner, placing customers at risk.

Case study 11

A customer contacted their energy retailer to discuss the arrears on their account. During the call, the customer told the call centre representative that the arrears on the account had occurred due to family violence they had experienced.

Because the customer mentioned family violence, the call was transferred to a customer advocacy team so that appropriate support could be provided, including commencing a Utility Relief Grant Scheme application.

Details of all other account holders were removed from the customer's account. However, neither the call centre representative nor the customer advocacy team updated the email address on the customer's account. The email address belonged to the alleged perpetrator of family violence.

As a result, subsequent correspondence issued by the energy retailer to the customer, included the customer's confidential information and this was sent to the email address of the alleged perpetrator of family violence. This placed the customer at significant and imminent risk of harm.

In case study 11, the energy retailer failed to update all the customer's contact details and remove the contact details of the perpetrator of family violence. As a result, the energy retailer failed to keep the customer's account secure. In issuing correspondence to the customer, it shared the details of the customer's new account with the alleged perpetrator of family violence.⁸⁰ This breach potentially compromised the safety of a victim of family violence as their new address was shared with the alleged perpetrator of family violence.

Case study 12

A customer contacted their energy retailer to organise a move out for their current property and a move in for their new property for both their electricity and gas accounts. During the call, the customer told the customer services representative that they were experiencing family violence. The customer services representative failed to apply a family violence indicator on both the customer's old and new energy accounts.

⁸⁰ Clause 150 of the code of practice.

Subsequently, the customer fell into arrears and the energy retailer referred the family violence affected customer to an external debt collection agency without considering the potential impact of debt recovery action at that time on the affected customer.

The family violence affected customer did not make a complaint to the energy retailer when they were referred to the debt collection agency.

In case study 12, the energy retailer failed to follow its own processes and apply a family violence indicator on the customer's account when the customer advised the energy retailer that they were experiencing family violence. As a result, the energy retailer incorrectly referred the customer to a debt collection agency without considering the potential impact of debt recovery action at the time on the affected customer. While the customer did not make a complaint to the energy retailer, this is not unusual as they may have a variety of reasons for not doing so. The referral to the debt collection agency may have had a significant negative impact on the customer's mental wellbeing and long-term financial stability.

This guideline has been approved for publication by the commission pursuant to section 13 of the Essential Services Commission Act 2001. This guideline is non-binding and does not provide or create legal obligations. Its purpose is to assist voluntary compliance by regulated entities. The commission has made every reasonable effort to provide current and accurate information, but notes that some information provided in this guideline may be subject to change (such as information regarding concessions) and regulated entities and others may wish to consider obtaining professional advice if they have a specific concern.

Attachment A: Revoked guidance notes and guidelines

This guideline replaces the following guidance provided by the commission that were issued as separate guidance notes and guidelines:

- Energy Compliance and Enforcement Policy: Guidance note – Payment difficulty and disconnection
- Guidance note 2 (2020): Clear and unambiguous information or advice for residential customers anticipating or facing payment difficulties
- Guidance note 3 (2020): Payment arrangements and the written schedule of payments for residential customers anticipating or facing payment difficulties
- Guidance note 4 (2020): Contacting customers eligible for tailored assistance: clause 80(2)
- Guidance note 5 (2020): Contacting customers receiving tailored assistance to discuss revising their plan, clause 81(6)
- Guidance note 6 (2020): Considering customers' circumstances when discontinuing their tailored assistance, clauses 83(1), 89(1)(aa) and (a)
- Guidance note 7 (2020): Preventing disconnections of customers receiving assistance under Part 3: clause 116(1)(d)
- Guideline 3 (2022): Clear and unambiguous information or advice for residential customers anticipating or facing payment difficulties.

The above guidelines made by the commission pursuant to section 13 of the *Essential Services Act 2001* will be taken to be revoked effective from the date this guideline comes into effect.

Attachment B: Payment difficulty clauses

Part 6 Assistance for residential customers anticipating or facing payment difficulties

121 Objective

- (1) The purpose of this Part is to set out the minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

122 Application of this Part

- (1) This Part applies in relation to residential customers of retailers and of exempt persons to whom the provisions of this Part apply.
- (2) The assistance set out in this Part is specified as relevant assistance for the purposes of the definitions of relevant assistance in section 40SA of the Electricity Industry Act and section 48DC of the Gas Industry Act.

123 Simplified outline

Division 1 sets out a residential customer's entitlement to be provided with standard assistance to help the customer avoid getting into arrears with their retailer.

Division 2 sets out a residential customer's entitlement to be provided with tailored assistance if the customer is in arrears.

Division 3 sets out a retailer's obligation to honour any pay-on-time discounts to residential customers who are in arrears and receiving tailored assistance.

Division 4 addresses a retailer's obligations to prepare a financial hardship policy and submit it for approval by the Commission.

Division 5 addresses how a retailer must communicate information regarding payment assistance to residential customers.

Division 6 addresses miscellaneous matters in relation to the provision of hardship assistance by retailers.

Division 1 Standard assistance

124 Objective

- (1) The objective of this Division is to give residential customers an entitlement to minimum standard forms of assistance, to help them avoid getting into arrears with their retailer.

125 Standard assistance (SRC, MRC and EPA)

- (1) A retailer must take steps to provide to its residential customers the forms of standard assistance, from those listed in subclause (2), it elects to make available to help them avoid getting into arrears.
- (2) Standard assistance made available must include at least three of the following:
 - (a) making payments of an equal amount over a specified period;
 - (b) options for making payments at different intervals;
 - (c) extending by a specified period the pay-by date for a bill for at least one billing cycle in any 12 month period;
 - (d) paying for energy use in advance.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (4) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (5) Application of this clause to exempt persons
This clause applies to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

Division 2 Tailored assistance

126 Objective

- (1) The objective of this Division is to give residential customers who are in arrears an entitlement to minimum standards of flexible and practicable assistance that makes it easier for them to pay for their ongoing energy use, repay their arrears and lower their energy costs.

127 Application of this Division

(1) This Division applies in relation to all residential customers who are in arrears.

128 Minimum assistance (SRC, MRC and EPA)

(1) Tailored assistance consists of the following measures:

(a) repayment of arrears over not more than two years by payments at regular intervals of up to one month;

(b) advice from the retailer about payment options that would enable a residential customer to repay their arrears over not more than two years;

(c) specific advice about the likely cost of a residential customer's future energy use and how this cost may be lowered;

(d) specific advice about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help a residential customer meet their energy costs;

(e) practical assistance to help a customer that may be eligible for a Utility Relief Grant, including by:

(i) completing the online application form over the phone and lodging the form online on behalf of the residential customer, unless the residential customer requests otherwise; or

(ii) if the retailer is unable to complete and lodge a Utility Relief Grant application form over the phone, the retailer completing the application form to the extent possible and sending to the residential customer with instructions on how to complete the remainder of the form and lodge that form;

(f) practical assistance to help a residential customer lower their energy costs including, but not limited to:

(i) the tariff that is most likely to minimise the residential customer's energy costs, based on the retailer's knowledge of the residential customer's pattern of energy use and payment history;

(ii) practical assistance to help the residential customer reduce their use of energy, based on the residential customer's pattern of energy use and on the circumstances of where the residential customer lives, provided there is scope for action to be taken for that purpose; and

(iii) information about how the residential customer is progressing towards lowering their energy costs given at sufficient intervals for the residential customer to be able to adequately assess that progress;

- (g) an initial period of at least six months during which:
- (i) repayment of the residential customer's arrears is put on hold;
 - (ii) the residential customer pays less than the full cost of their ongoing energy use while working to lower that cost; and
- (h) any other assistance consistent with the objective of this Division.

- (2) A residential customer is entitled, at the very least, to the assistance mentioned in subclauses (1)(a) to (d), while continuing to pay the full cost of their ongoing energy use.
- (3) A residential customer is entitled, at the very least, to the assistance mentioned in subclauses (1)(c) to (g) if they cannot pay the full cost of their ongoing energy use.
- (4) The retailer may extend the assistance mentioned in subclause (1)(g) for a further period or periods if the extension would assist the residential customer to continue to lower the cost of their energy use.
- (5) A residential customer who has exercised an entitlement to the assistance mentioned in subclause (1)(g) may, at the end of the period during which that assistance is provided (including that period as extended under subclause (4)), exercise an entitlement mentioned in subclause (2).

- (6) Application of this clause to standard retail contracts

This clause applies in relation to standard retail contracts.

- (7) Application of this clause to market retail contracts

This clause applies in relation to market retail contracts.

- (8) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

Exempt persons in those categories must offer the assistance described in subclauses (1)(a), (b), (d) and (h) to their *residential customers*.

Note: Additional tailored assistance obligations are imposed under clause 120 in relation to Residential customers who are party to exempt market retail contracts.

129 Information about assistance available (SRC, MRC and EPA)

- (1) A residential customer who has not paid a bill by its pay-by date and who contacts the retailer is entitled to be given by the retailer information about the assistance to which the residential customer is entitled under this Division and how to access it.

- (2) A residential customer who has not paid a bill by its pay-by date and who has arrears of more than \$55 (inclusive of GST) is entitled to be contacted by the retailer, within 21 business days after that pay-by-date, and given information about the assistance to which the residential customer is entitled under this Division and how to access it.
- (3) The retailer must allow the residential customer no less than six business days to consider the information given under subclauses (1) or (2), request further information, and put forward a payment proposal under clause 130.
- (4) Nothing in this clause limits clause 138.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (6) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (7) Application of this clause to exempt persons
This clause applies to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

130 Payment arrangements (SRC, MRC and EPA)

- (1) This clause applies to a residential customer whose repayment of arrears is not on hold under clause 128(1)(g)(i).
- (2) The retailer must accept a payment proposal or revised proposal put forward under this clause by the residential customer that complies with subclause (3).
- (3) A payment proposal or revised proposal complies with this subclause if it:
 - (a) provides for the making of payments of equal amounts at regular intervals of up to one month;
 - (b) would result in the residential customer's arrears being fully paid in no more than two years after the first payment;
 - (c) provides for payments for energy use being made together with payments to reduce arrears; and
 - (d) is based on a reasonable forecast of the residential customer's energy use over the next 12 months.

- (4) However, the retailer may accept a payment proposal or revised proposal that does any or all of the following:
 - (a) provides for payments of different amounts at different intervals;
 - (b) would result in the arrears being fully paid by a date later than two years after the first payment;
 - (c) provides for payments for energy use being made separately from payments for arrears.
- (5) On accepting a payment proposal or a revised proposal, the retailer must give the residential customer a written schedule of payments showing:
 - (a) the total number of payments to be made to pay the arrears;
 - (b) the period over which the payments are to be made;
 - (c) the date by which each payment must be made; and
 - (d) the amount of each payment.
- (6) If a residential customer receiving assistance under this Division fails to make a payment by the date on which it was payable, the retailer must contact the residential customer to discuss their putting forward a revised proposal under this clause.
- (7) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (8) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (9) Application of this clause to exempt persons
This clause applies to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

131 Non-payment of amounts towards ongoing energy use (SRC and MRC)

- (1) This clause applies to a residential customer whose repayment of arrears is on hold under clause 128(1)(g)(i).
- (2) If the residential customer fails to make a payment towards the cost of their ongoing energy use by the date on which it was payable, the retailer must contact the residential customer to discuss varying the amount payable, or the frequency of those payments, or both, to give the residential customer more time to lower their energy costs.

- (3) If a residential customer is not meeting their responsibility to implement practical assistance referred to in clause 128(1)(f)(ii) provided by the retailer, the retailer must contact the residential customer and work with them to identify an implementation timeframe, consistent with the objective of this Division.
- (4) The retailer may add any amount unpaid for energy use to the customer's arrears.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (6) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.

132 Continued provision of assistance (SRC, MRC and EPA)

- (1) A retailer is required to continue to provide assistance under this Division to a residential customer unless:
 - (a) after the retailer has complied with clause 130(6), the residential customer has refused or failed to take reasonable action towards paying for their ongoing energy use and repaying their arrears;
 - (b) after the retailer has complied with clause 131(2), the residential customer has refused or failed to take reasonable action towards making payments towards the cost of their ongoing energy use; or
 - (c) the residential customer is not facing payment difficulties.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (3) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (4) Application of this clause to exempt persons
This clause applies to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

Division 3 Pay-on-time discounts to be honoured

133 Objective

- (1) The objective of this Division is to require retailers to honour pay-on-time discounts to residential customers who are in arrears and who are receiving tailored assistance.

134 [Not used]

135 Pay-on-time discounts to be honoured (MRC and EPA)

- (1) If a residential customer fails to pay a bill by its pay-by date, or by any extended pay-by date that the retailer has offered as standard assistance, and receives tailored assistance in respect of that bill, and:
 - (a) the residential customer later clears the arrears in respect of that bill; or
 - (b) the *retailer* later becomes entitled to withdraw tailored assistance to the *residential customer* under clause 132(1),

the *retailer* must not subsequently recover the amount of any *pay-on-time discount* in respect of that bill or any other bill whose pay-by date occurred while the *residential customer* was continuing to receive *tailored assistance*.

Note: Clause 144 prohibits a retailer from commencing or continuing with proceedings for the recovery of arrears from a residential customer who is receiving standard assistance or tailored assistance under this Part.

- (2) Application of this clause to market retail contracts

This clause applies in relation to market retail contracts.

- (3) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

Division 4 Financial Hardship Policies

136 Approval of financial hardship policies

- (1) A retailer must prepare a financial hardship policy, and submit it to the Commission for approval, as mentioned in section 43(1) of the Electricity Industry Act or section 48G(1) of the Gas Industry Act.

137 Content of financial hardship policies

- (1) A financial hardship policy must include:
 - (a) the matters set out in section 43C of the Electricity Industry Act or section 48GC of the Gas Industry Act;

- (b) the entitlements to minimum assistance set out in Division 2 of this Part; and
- (c) any matters covered by guidelines or guidance notes published by the Commission in relation to those entitlements.

Division 5 Communications

138 Provision of information to customers (SRC, MRC and EPA)

- (1) A retailer must ensure that its financial hardship policy is easily accessible on its website in a readily printable form.
- (2) A retailer must send a copy of its financial hardship policy to any residential customer who requests to be sent a copy.
- (3) A retailer must ensure that information is readily available to residential customers about:
 - (a) the financial hardship policy of the retailer;
 - (b) the assistance available under Division 1 or 2 of this Part and how to access that assistance;
 - (c) approaches to lowering energy costs; and
 - (d) government and non-government assistance (including Utility Relief Grants and energy concessions) that may be available to help with meeting energy costs.
- (4) Without limiting the means by which information may be made readily available, information is readily available for the purposes of subclause (3) if:
 - (a) it is easily accessible on the retailer's website in a readily printable form; or
 - (b) it is sent to any residential customer who requests to be sent that information.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (6) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (7) Application of this clause to exempt persons
Subclauses (3)(b), (c), (d) and (4)(b) of this clause apply to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

Note: Clause 139(2) states how information is required to be sent to a residential customer.

139 Written communications (SRC, MRC and EPA)

- (1) Any written communication by a retailer to a residential customer under, or in connection with, this Part must be:
 - (a) expressed in plain language;
 - (b) legible; and
 - (c) presented clearly and appropriately having regard to its nature.
- (2) Despite clause 10, a retailer must give or send by post to a residential customer any written communication required or permitted to be given or sent under, or in connection with, this Part unless the residential customer has given explicit informed consent to receiving it in another way.
- (3) Information sent by post to a residential customer must be taken to be delivered at the time at which it would be delivered in the ordinary course of post.
- (4) Information sent by registered post to a residential customer must be taken to be delivered at the time at which it would ordinarily be delivered by registered post.
- (5) A retailer must not impose a charge on a residential customer for any written communication given or sent to the residential customer (whether by post or otherwise) under, or in connection with, this Part.
- (6) Application of this clause to standard retail contracts
This clause applies in relation to standard retail contracts.
- (7) Application of this clause to market retail contracts
This clause applies in relation to market retail contracts.
- (8) Application of this clause to exempt persons
This clause applies to exempt persons in the following categories:
VD2, VR2, VR3 and VR4.

140 Effect of this Division

- (1) Nothing in this Division limits clause 138 or any other provision of this code of practice about providing information to residential customers.

Division 6 Miscellaneous

141 Retailer obligations (SRC, MRC and EPA)

- (1) A retailer must:
 - (a) in any dealing with an affected customer who is receiving, or is entitled to receive, assistance pursuant to Part 7 (Assistance for customers affected by family violence), take into account the particular circumstances of that affected customer;
 - (b) in any dealing with a residential customer under, or in connection with, Division 2 of this Part, take into account all of the circumstances of the residential customer of which they are aware and, having regard to those circumstances, act fairly and reasonably;
 - (c) at all times when it is relevant to do so, including on being contacted by a residential customer, give the residential customer in a timely manner clear and unambiguous information about the assistance available under this Part;
 - (d) in a timely manner provide, or use its best endeavours to provide, a residential customer who is entitled to receive assistance under this Part with that assistance;
 - (e) give a residential customer who is receiving, or is entitled to receive, assistance under this Part clear information about how to access other assistance provided by government or community service providers for which the residential customer is or may be eligible;
 - (f) work cooperatively with any government or non-government service, including the energy ombudsman, providing support to a residential customer who is receiving assistance under this Part to ensure that the assistance being provided by the retailer complements, and is provided in a coordinated way with, that support; and
 - (g) in relation to a residential customer who is receiving, or is entitled to receive, assistance under this Part, comply with any relevant guideline published by the Commission relating to residential customers in particular payment difficulty.
- (2) Application of this clause to standard retail contracts

This clause applies in relation to standard retail contracts.
- (3) Application of this clause to market retail contracts

This clause applies in relation to market retail contracts.
- (4) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

142 Assistance beyond the minimum standards

(1) Nothing in this Part prevents a retailer from providing to residential customers, who are anticipating or facing payment difficulties, assistance in addition to the minimum standards set out in this Part.

(2) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

143 Restriction on conditions (SRC, MRC and EPA)

(1) A retailer must not impose any condition on the provision of assistance under this Part (whether in accordance with the minimum standards set out in this Part or in addition to them) that requires the residential customer to provide personal or financial information or to waive any entitlement under this Part.

(2) Application of this clause to standard retail contracts

This clause applies in relation to standard retail contracts.

(3) Application of this clause to market retail contracts

This clause applies in relation to market retail contracts.

(4) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

144 Debt (SRC, MRC and EPA)

(1) Restriction on debt recovery

A retailer must not commence or continue with proceedings for the recovery of arrears from a residential customer who is receiving assistance under this Part.

(2) Restriction on sale of debt

A retailer must not sell or otherwise dispose of the debt of a residential customer who is in arrears:

(a) at any time while the residential customer is receiving assistance under this Part; or

(b) within 10 business days after the residential customer has been disconnected from their energy supply under clause 187.

(3) Guideline to be complied with on sale of debt to third party

A retailer must not sell or otherwise dispose of the debt of a residential customer to a third party other than in accordance with the guideline “Debt collection guideline: for collectors and creditors” jointly published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.

(4) Waiver of debt

Nothing in this Part prevents a retailer from waiving any fee, charge or amount of arrears for a residential customer.

(5) Application of this clause to standard retail contracts

This clause applies in relation to standard retail contracts.

(6) Application of this clause to market retail contracts

This clause applies in relation to market retail contracts.

(7) Application of this clause to exempt persons

This clause applies to exempt persons in the following categories:

VD2, VR2, VR3 and VR4.

Part 7 Assistance for customers affected by family violence

147 Purpose

The purpose of this Part is to give small customers who may be affected by family violence an entitlement to safe, supportive and flexible assistance from a retailer when managing their personal and financial security.

Division 1 Providing family violence assistance—minimum standards

149 Training

- (1) A retailer must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who:
 - (a) may engage with affected customers by any means of communication;
 - (b) is a manager of a person identified in subclause (1)(a); or
 - (c) is responsible for systems and processes that guide interactions with small customers.
- (2) For the purposes of subclause (1), a retailer must ensure that the training provided addresses:
 - (a) the nature and consequences of family violence;
 - (b) the application of the retailer's family violence policy;
 - (c) how to identify affected customers; and
 - (d) how to engage appropriately and effectively with affected customers.

150 Account security

- (1) Notwithstanding any other requirement in this code of practice, a retailer must not disclose or provide access to confidential information about an affected customer to any other person without the consent of the affected customer.
- (2) In this clause, the term "confidential information" refers to any information that may be used to identify or locate an affected customer, including information about their whereabouts, contact details, or financial or personal circumstances.
- (3) In this clause, the term "any other person" includes a person who is or has been a joint account holder with an affected customer.
- (4) To identify a safe method of communication with an affected customer, a retailer must:
 - (a) take reasonable steps to elicit the affected customer's preferred method of communication; and

(b) offer alternative methods of communication if the affected customer's preferred method of communication identified in subclause 4(a) is not practicable.

- (5) An affected customer's entitlement for communications to be in accordance with the method of communication identified pursuant to subclause (4) takes precedence over any other small customer entitlement or retailer requirement in this code of practice to communicate with or provide information to a small customer in a particular way.
- (6) A retailer must keep a record of arrangements reached pursuant to subclause (4).

151 Customer service

- (1) A retailer must provide for a secure process designed to avoid the need for an affected customer to repeatedly disclose or refer to their experience of family violence by:
- (a) providing a method for readily identifying the account of a small customer who has been identified as an affected customer; and
- (b) providing for effective ongoing engagement with an affected customer.

152 Debt management

- (1) Before taking action to recover arrears from an affected customer, a retailer must take into account:
- (a) the potential impact of debt recovery action at that time on the affected customer; and
- (b) whether other persons are jointly or severally responsible for the energy usage that resulted in the accumulation of those arrears.
- (2) Nothing in this Part prevents a retailer from waiving, suspending or repurchasing the debt of an affected customer.

153 Family violence as a potential cause of payment difficulty

- (1) A retailer must recognise family violence as a potential cause of payment difficulty.

154 External support

- (1) A retailer must provide an affected customer with information about the availability of one or more external family violence support services at a time and in a manner that is safe, respectful and appropriate given the affected customer's circumstances.
- (2) A retailer must publish on its website and keep up to date a list of one or more external family violence support services.

155 Evidence

- (1) A retailer must only seek documentary evidence of family violence when considering debt management and recovery under clause 152, or restrictions on disconnection in Part 10 of this code of practice or under the Electricity Industry Act or Gas Industry Act.
- (2) Any documentary evidence sought in accordance with subclause (1) must be limited to that which is reasonably required by the retailer for the purposes of considering debt management and recovery under clause 152, or restrictions on disconnection in Part 10 of this code of practice or under the Electricity Industry Act or Gas Industry Act.

156 Assistance beyond the minimum standards

- (1) Nothing in this Part prevents a retailer from providing assistance to affected customers in addition to the minimum standards set out in this Part.