



16 March 2018

Simon Kidd  
Australian Energy Regulator  
GPO Box 520  
Melbourne VIC 3001  
By electronic lodgement

Dear Mr Kidd,

### **Draft Retail Pricing Information Guidelines—Version 5, January 2018**

Origin Energy (Origin) welcomes this opportunity to respond to the Australian Energy Regulator's (the AER) Draft Retail Pricing Information Guidelines (RPIG).

As one of the seven retailers that signed up to the Prime Minister's commitments this year, Origin supports the AER's work to date to assist customers with engagement in the market. We strongly support moves to improve Energy Price Fact Sheets (EPFS) so that customers can effectively use them to compare offers. This will also include the creation of an industry-wide reference price, which Origin supports as a measure for providing customers with consistent information about energy offers.

#### **Generally available offers**

The AER is proposing to make all offers generally available unless it falls within the category of 'restricted offer'. This broadens the scope of the term 'generally available offer' (GAO) considerably and means that customers will potentially be able to locate numerous offers on Energy Made Easy (EME). Origin is concerned that the definition is too broad and will capture offers that are exclusive to a particular class of customers.

#### *Save offers*

As the AER is aware, many retailers have a range of offers that are not 'generally available' to mass market customers. For instance, a retailer may write to customers prior to the expiry of their benefits with a specific retention offer. This may be better than the general offers in the market because it is targeted at retaining existing customers by rewarding loyalty. Another example is so-called 'save offers' (which are really counter offers), where a retailer offers a higher discount based on retaining a customer that is likely to switch. Save offers have been criticised because it is only when a customer suggests they will leave that they are offered a discount that is higher than what is generally available via marketing campaigns. We understand this perception but it is important to place the practice of save offers in a broader context.

Origin considers that the opportunity to make a save offer is the same as making a counter-offer. Counter-offers are a critical element of any well-functioning market and an accepted practice in many different industries. We believe that the process of engaging with a customer following notification that a customer has signed with a competitor allows a retailer to revisit the customer's circumstances and to update their offering so that it remains tailored to the customer's needs. In some cases, the counter offer will be better; but not always. Irrespective, the customer will be presented with greater choice and will be in a position to achieve the best possible deal. Save Offers also keep downward pressure on market offers more generally.

The RPIG does not stop retailers from having save offers but in practice it reduces their likelihood by making them GAO and requiring them to be uploaded on EME within two days. At present, without a requirement to upload these offers onto EME (and using EME exclusively as the format), retailers can

be far more flexible in offering these deals because they do not need to undergo external processes. Under the proposed Guidelines, these offers would be public and retailers would need to attach an eligibility criterion to them. This makes these offers harder to structure because their eligibility frames their availability. For instance, a retailer may have an offer based on a competitor's rate; would that offer require an eligibility that makes it "available only to customers that request this rate". Depending on how EME structures its results page, customers may see these offers before they see what are more 'generally available' offers. (It will depend on whether offers with an eligibility criterion are filtered out or not.) A proliferation of irrelevant offers will not help customers exercise choice.

We understand that this will lead to greater transparency of market offers and that theoretically this could see more customers access these save offers. In practice the opposite is likely to be the case, with retailers withdrawing these offers from the market altogether. The reason for this is two-fold: firstly, managing customer experience when an offer is subject to an eligibility criterion; and secondly commercial imperatives that do not permit these discounts to be available to a mass market. In the first case, customers may ask for these offers despite not being eligible, leading to a bad customer experience. Retailers will want to diminish bad customer experiences, particularly if they prompt external complaints. It is possible that retailers will simply withdraw these offers to avoid customer confusion and a negative experience. Secondly, save offers are usually at a lower price because they only apply to a limited number of customers. For commercial reasons, it is not viable for retailers to make these offers available to all customers.

#### *Restricted offers should be expanded*

Whilst the changes to the RPIG are aimed mainly at 'ordinary' residential and SME customers, the retail energy sector is more diverse than it may appear at face value. However, the AER's definition of 'restricted' is limited to only four examples; the consequence is that a number of special offers will be considered GAO despite not being applicable to all customers or only applying to a limited class of customers.

In Origin's view, it would be better for the AER to increase the number of offers that are considered restricted, thereby limiting GAO to offers that may genuinely be available to everyone in a particular class of customers. Origin has discussed a number of examples with the AER, some of which are commercially sensitive because they reflect retailer's tailoring offers to limited classes of customers. Some examples of restricted offers should include:

- Residential embedded networks: a retailer, such as Origin, might act as an embedded network operator to sites. These offers do not apply to other sites, including embedded networks. They would appear to be GAO but are better off being classed as restricted.
- Combination tariffs: where residential and SME customers have multiple tariffs, sometimes across both categories of customer (for example, a customer has a residential and SME account).
- Fixed price products or capped plans: there are offers in the market where the customer is given a fixed cost for their energy use. In Origin's case, Predictable Plan is such an offer. Each customer receives a tailored price based on at their historical energy use. Predictable Plan and other fixed price offers do not neatly align with the traditional use and supply charge structure of consumption tariffs and should be excluded from EME.
- Special offers for classes of customers: for instance, Origin has an offer open to Concession customers in South Australia due to a government tendering process. The guideline at clause 70(b) only permits "small" customer classes, but they may be open to a large number of customers in a restricted class (such as all concession customers). These should be restricted plans rather than GAO.
- Hardship offers: retailers may have special tariffs and plans available only to hardship customers. It could include a low rate, a high discount, or even a subsidized payment plant. These should be restricted rather than GAO.
- Pilot Programs: where a small number of willing participants are offered a trial product. This should be restricted rather than GAO as other customers will not be eligible once the pilot commences.

The important point about each of these categories is that there is some degree of exclusivity about the customer's circumstances; retailers tailor their offers to the customer's circumstances, rather than towards marketing for the 'mass market'. The AER's definition of restricted offer should be broadened to encompass these offers and to better reflect the fact retailers may tailor and offer based on customer specific circumstances. If a retailer has an eligibility criterion that reflects tailoring to meet the customer's circumstances then this should be considered a 'restricted' offer.

### **Basic Plan Information document**

Origin supports the comments made by the Australian Energy Council (AEC) in its submission on the Basic Plan Information document (BPID). In particular, we support the inclusion of tariff information on the BPID. We consider tariffs to be fundamental pieces of information for customers that wish to determine the most appropriate energy plan; a reference price does not displace the need to have tariffs on a BPID. Customers should still be able to compare tariffs on different offers if they choose to do so.

The AER has decided to exclude SME customers from a reference price. Unlike residential customers, it is difficult to develop a set of meaningful use profiles that a reference price can be based around. Origin supports this decision given these difficulties and a greater risk of inaccurate information from a reference price. This does raise the question of whether it is necessary for SME customers to receive a BPID rather than relying on the Contract Summary. These can be made available to SME customers on Energy Made Easy (and retailer websites) rather than requiring two duplicative documents to be created.

Finally, we note that the BPID will contain GST exclusive pricing for tariffs. We note that Origin's present EPFS contain both GST inclusive and exclusive tariffs. Origin supports the AER's position of requiring only GST exclusive pricing; it reduces clutter, improves the presentation of the BPID and reflects the customer's bill. However, as Origin raised with the AER during a recent meeting, it is important to ensure that this is permitted under relevant legislation that requires GST inclusive pricing on all advertising materials. We are not certain whether a BPID would constitute advertising for the purpose of the law. The AER should obtain advice on this matter before requiring retailers to present their tariffs exclusive of GST.

### **Reference Price**

Origin strongly supports the creation of a reference price to help customers compare energy plans. We agree with the AEC's submission on the issue of an annual reference price being preferable to a quarterly or bimonthly one. We believe that seasonality makes an annual price more meaningful for customers and that it is not difficult for them to multiply their bill to obtain a rough estimate of an annual comparison (or to calculate it themselves using bills they have retained).

The AER is currently consulting on a rule change from 2017 that will require retailers to write to customers at the end of their benefit period so that they are prompted to engage with the market.<sup>1</sup> The rule requires the AER to design a Guideline that will assist customers to use the comparator (EME) to compare offers. To that end, the Issues Paper canvases retailers being asked to provide a historical figure and a projected cost. Given the length of a benefit period is generally 12 months at present, it is likely that at least the projected cost will be an annual figure. Customers will therefore will be better placed with an annual reference price for the purpose of making a comparison between this notice and generally available offers.

The AER has decided not to include demand charges in the reference price because of issues with calculating an accurate profile. Origin agrees with this approach. It may be the case of waiting until there

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<sup>1</sup> AER, *Benefit Change Notice Guidelines: Issues Paper*, February 2018.

is a greater body of data and information for developing useful profiles that can form the basis of a reference price; equally, it may always be too difficult to develop a reasonably accurate series of use profiles for these tariffs. In terms of time-of-use and multi-part tariffs, Origin agrees that it is desirable for these to have a reference price. Subject to the work of the AER's external consultants, it might be beneficial to commence with flat tariffs and controlled load when the Guidelines commence, and to phase in more complicated tariff structures over time.

### **New language requirements**

Origin agrees with the AEC's submission on the new language requirements. This is an important step but it needs to be managed over a longer period than the current amendments to the RPIG. Origin is not opposed to the requirement of new streamlined language being used at a later date. However, we believe that the AER should consider whether each jurisdiction might have its own language requirements. Each state has historical terminology that consumers are used to hearing and referring to. For example, in Queensland, customers are used to tariffs being referred to by name (T11 and controlled load tariffs). To amend the wording on product information plans to refer to 'separately metered usage' instead of 'controlled load 1 or 2' or 'T31 and T33' is likely to lead to customer confusion for no real benefit. We expect that a change away from the familiar would simply increase retailer call centre costs and wait times when customers call our call centres to clarify that they are being billed the same prices as those presented on the BPID. Retaining legacy language in each state, but making it more universally applied within that jurisdiction, would be more helpful to customers than national language requirements.

### **Implementation**

As a participant in the Prime Minister's Commitments last year, Origin understands that these reforms need to be implemented in a timely fashion. At the same time, there is no benefit to customers or retailers in forcing changes through too quickly because they will only cause negative customer experience and increase costs.

Origin believes that a three-step phased implementation approach may be desirable. The AER is presently undertaking improvements to EME to facilitate these changes. We understand that these changes will be ready in July or August. Accordingly, the first step of a phased approach could commence with all retailers publishing their current GAOs in the new format by the end of July or August (subject to the AER's timetable). We believe that the current definition of GAO should apply to this phase. The benefit of this is that it gives all parties time to learn how to use the new EME system of uploading offers, and provide any feedback on how it might be improved.

The second step involves transitioning to a new definition of GAO (assuming the AER redefines it following stakeholder feedback). Retailers ought to be given at least three months after step one to transition across any offers that are now considered to be GAO and to update processes and to complete training. At the end of this stage, the AER can commence using unique plan IDs and require retailers to use these on their direct channels (that is, controlled directly by the retailer).

The final step involves third party comparators and agents. Three months following the second step new obligations could commence on these parties providing them with sufficient time to update their systems.

### **Closing**

We have attached a table (Attachment One) that provides an explanation of Origin's position to each relevant section.

Should you wish to discuss the contents of this response, please contact Timothy Wilson, Manager, Regulatory Policy, on (03) 8665-7155 in the first instance.

Yours sincerely

A handwritten signature in blue ink that reads "K. Robertson".

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General Manager, Regulatory Policy  
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**Attachment: Origin's response to AER Retail Pricing Information Guidelines**

Ref #	Obligation	Origin's Comments
CI 15 and 16	<p><b>Application of these Guidelines</b></p> <p>(15) The Guidelines have application to all types of marketing and publishing of energy plans to small customers. This includes energy retailers and any agents marketing or providing information about energy plans on their behalf, such as comparison websites and telemarketing or door-to-door sales agents.</p> <p>(16) References to retailer obligations throughout this document should be interpreted as including any third party involved in marketing, publishing or advertising energy plans.</p>	<p>All comparator sites display information based on the third party's technical capabilities. The information is generally the content of price factsheets, however they may be displayed in a certain manner that does not comply with future guidelines.</p> <p>As part of placing new obligations into third party sales channels, retailers will need time to review existing obligations to ensure they are compliant, and to introduce new practices and procedures. This will involve training by retailers and their agents to ensure compliance. Retailers will need to communicate changes to third party agents in order to comply with the requirements.</p> <p>There are concerns with the speed at which the BPID can be supplied in paper to the customer where an agent is conducting a door to door sale.</p> <p>Origin understands the obligations will extend to third party comparator sites, who cannot be directly regulated by the AER under this Guideline. As part of determining an implementation time frame, the AER should inform itself of the cost and time involved for these third parties to comply with the Guideline (which will occur via retailer obligations).</p>
CI 19 and 20	<p><b>Providing plan information to the AER</b></p> <p>(19) Retailers must submit data and information to Energy Made Easy in the manner and form required by these Guidelines and in accordance with clause <b>Error! Reference source not found.</b></p> <p>(20) The retailer secure area of Energy Made Easy automatically generates the plan documents (as defined in clause 64) for each plan created or modified by a retailer in Energy Made Easy. Both documents can be exported in PDF format.</p>	<p>Given the present definitions of restricted offer and generally available offer, the volume of additional data and information will potentially be significant. There is a need to ensure the speed of uploading and downloading the data and files is adequate. At present, the AER has stated its intention to continue bulk uploading of documents. Origin agrees with this as it ensures efficiency.</p> <p>We note that making EME the sole producer of this information will mean that it will require a high service level—outages will need to be managed carefully.</p>
CI 21	<p><b>Obligation to link to Energy Made Easy plan documents</b></p> <p>(21) Retailers must, on their websites, link to an HTML version of the plan documents on Energy Made Easy.</p>	No comment.
CI 22 and 23	<p><b>Timeliness of submission of plan data and management of plans on retailer's websites</b></p>	Origin believes the grace period in 22(b) should be extended to five business days. There are new processes and obligations that mean retailers are relying on

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	<p><b>(22) Retailers must:</b></p> <p>a. submit information to Energy Made Easy on each generally available plan <u>within two business days</u> of the plan becoming available to customers and ensure the HTML link to the plan documents on retailer websites is live within the same timeframe and</p> <p>b. remove expired or obsolete plans from publication on Energy Made Easy <u>within two business days</u> of the plan becoming unavailable to customers and ensure that the HTML link to the plan documents on retailer websites is removed within the same timeframe.</p> <p>23. The AER may review retailer compliance with the obligations under clause 22 and may require retailers to provide evidence of compliance with this obligation.</p>	<p>EME to create these documents. Further, the team administering the BPIG is likely to be different to separate from retailer sales teams. Extending the grace period to five days would permit retailers time to communicate with different parts of their businesses, enable a degree of dynamism to occur in the market, and not undermine transparency because these offers will be published efficiently.</p> <p>It would be useful for retailers to know what the performance speed of EME will be with respect to creating and uploading documents; this will partly impact on compliance with clause 22(a). Will there be automatic development of documents once the information is inputted into EME? How quickly will retailers have access to the plan documents?</p> <p>Origin notes there will be a new obligation to provide evidence of compliance with this obligation if requested. Does the AER have any specific views on the level and type of evidence that they will be requesting?</p>
CI 24-27	<p><b>Quality control of data and information submitted</b></p> <p>24. Retailers are responsible for ensuring the data and information published on Energy Made Easy and retailer websites is accurate and up to date.</p> <p>25. Retailers must review and approve all data and information before publishing on Energy Made Easy.</p> <p>26. Plans are published automatically on Energy Made Easy once the retailer account administrator has approved them.</p> <p>27. Publication of a plan on Energy Made Easy is not an approval by the AER of the plans contents.</p>	<p>Origin notes that clause 24 states that retailers are responsible for ensuring retailer websites are accurate and up to date. Clause 16 states that any reference to retailer in the document also refers to third parties. Does this section mean that retailers are responsible for information on third party websites beyond BPIGs?</p> <p>Origin accepts that retailers can oblige comparators to use BPIGs on their website but we are concerned with being made responsible for actions that extend beyond those documents. We are not confident that retailers can oblige compliance on their website beyond the obligations that the RPIG places on retailers.</p>
CI 28-29	<p><b>Using plan ID</b></p> <p>28. Energy Made Easy generates a unique reference code or plan ID for each plan. When marketing plans, retailers must comply with clauses 95 and 96.</p> <p>29. Retailers must refer to the plan ID and retailer call centres or other agents must have access to the plan ID and be able to refer to it to identify each energy plan.</p>	<p>Requires significant system and process changes as well as additional training for all staff. Frontline agents will need a repository of all offers, so they can easily retrieve the offer upon receiving a request from a customer. The repository will need to store significantly more volume of plan IDs due to the number of tariff permutations and the broadening of the GAO classification.</p> <p>The BPID repository will need to be created on Origin's digital platform. Depending on the outcome of the final published guideline there is between 4-6 weeks required to build the repository.</p> <p>Additional training will need to be rolled out through our contact centre. A guided process will need to be created to help agents. This process will ensure an agent is able to obtain the relevant plan ID when a request is received from a customer..</p>

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		<p>Our field sales team will also be impacted by these changes. Origin's current EPFS include all available tariff combinations. The Sales Board field application will need a repository created to store the plan IDs to ensure an agent can refer to a plan when discussing an offer with a customer. Internal processes will need to be improved to ensure the plan details are sent out to customer.</p> <p>Further, Origin is unsure whether retailers will need a repository for expired and obsolete offers to allow an agent to call up an old offer if a customer requests this information. (The customer may still be on the offer even though it is no longer generally available).</p> <p>These plan ID's not only need to be identifiable in retailer systems, but also third party comparators and door to door sales. System and process changes would be required to enable this to occur. Requiring a specific plan ID could delay offers being available in the market, unless a grace period of five business days is permitted (see above).</p>
CI 30-31	<p><b>Key plan information</b></p> <p>30. Retailers must provide information and data for all relevant plan fields, as detailed in the 'Offer Fields and Validation Criteria' technical document provided in the Energy Made Easy secure area.</p> <p>31. Clauses 32 to 62 provide additional information relating to price information, discounts, incentives, fees and other additional information to be provided.</p>	No comment
CI 32	<p><b>Price information</b></p> <p>32. Retailers must provide:</p> <p>a. the unit price for electricity and/or gas, expressed in 'cents per kWh' and/or 'cents per MJ' as appropriate. These must be labelled using the word 'usage' and</p> <p>b. any fixed or standing charge, expressed in 'cents per day' and labelled as a 'daily supply charge'.</p>	No comment.
CI 33	<b>Discounts</b>	No comment.



Ref #	Obligation	Origin's Comments
	<p>33. A retailer must, for a plan that includes a discount, enter the following information into Energy Made Easy to populate the plan documents:</p> <ul style="list-style-type: none"> <li>a. the amount and/or percentage of the discount</li> <li>b. for percentage discounts, what portion of the customer's bill the discount applies to, for example, whether the discount is off usage, the supply charge or the whole bill</li> <li>c. the base level tariff and what the discount is off</li> <li>d. where information on the base level tariff can be found (including the specific page where it can be found on the retailer's website)</li> <li>e. for dual fuel plans, which fuel(s) the discount applies to.</li> </ul>	
CI 34-35	<p><b>Guaranteed discounts</b></p> <p>34. A guaranteed discount is any discount that does not require a particular action or behaviour on the part of the customer.</p> <p>35. A retailer must state in the data and information provided to Energy Made Easy for energy plan documents if the discount is off GST-inclusive or exclusive charges.</p>	No comment
CI 36-37	<p><b>Conditional discounts</b></p> <p>36. Conditional discounts are discounts that only apply if a customer satisfies certain requirements or conditions. Examples of conditional discounts include (but are not limited to):</p> <ul style="list-style-type: none"> <li>a. pay on time discounts</li> <li>b. bundling discounts (when a customer signs up to both electricity and gas with a retailer)</li> <li>c. direct debit discounts.</li> </ul> <p>37. A retailer must clearly state in the data and information provided to Energy Made Easy the condition(s) the customer must satisfy to receive the discount (for example, paying the bill by the due date), and if the discount is off GST inclusive or exclusive charges.</p>	No comment.
CI 38-41	<p><b>Incentives</b></p> <p>38. An incentive is a benefit to the customer, other than a discount, including non-price benefits, one-off price benefits or</p>	Origin seeks clarification that these clauses apply only to benefits that are conditions of the energy plan.

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	<p>physical gifts that are provided to a customer upon entry to a contract.</p> <p>39. A retailer must provide details of non-price incentives that form part of the plan when they provide plan information to Energy Made Easy. Examples of non-price incentives include vouchers for use in energy retail stores, magazine subscriptions, cinema tickets or tickets to sporting events.</p> <p>40. If, in the event of early exit from a contract, a customer is required to pay the retailer the value of the incentive, this must be stated on the plan documents.</p> <p>41. Any other benefits that have a one-off application, including price benefits, must be clearly and simply explained in the information provided to Energy Made Easy.</p>	
CI42-46	<p><b>Fees</b></p> <p>42. Retailers must provide the key fees applicable to a plan to Energy Made Easy. A 'key fee' is any fee applying to a plan that will be incurred by:</p> <ul style="list-style-type: none"> <li>a. all customers or</li> <li>b. a significant portion of customers.</li> </ul> <p>43. The amount of each fee must be specified in dollars (inclusive of GST) or as a percentage of the bill amount.</p> <p>44. If a retailer applies any further fees to a plan that are not key fees, they must include, in the information provided to Energy Made Easy, a reference to where a customer can access additional information on these fees (for example, a fee or charge that relates to a special meter read or meter inspection fee and is not a key fee).</p> <p>45. A retailer must name any fees relating to the disconnection or reconnection of a small customer as 'disconnection fees' and 'reconnection fees' respectively. In the description of these fees, it must be clearly stated when the fee will be charged. For example, if a disconnection fee</p>	No comment.

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	<p>will be charged when the customer moves property, this must be clearly stated.</p> <p>46. <u>Key fees include</u> (but are not limited to):</p> <ol style="list-style-type: none"> <li>a. account establishment fees</li> <li>b. annual fees/membership fees</li> <li>c. exit fees</li> <li>d. late payment fees</li> <li>e. disconnection fees</li> <li>f. reconnection fees</li> <li>g. payment processing fees (for example, credit card fees and direct debit fees)</li> <li>h. metering fees.</li> </ol>	
CI 47	<p><b>Additional information to be provided</b></p> <p>47. Retailers must also provide the following information to Energy Made Easy for publication on plan documents:</p> <ol style="list-style-type: none"> <li>a. the distribution area that the plan applies to</li> <li>b. the billing period, and if flexible billing options (i.e. monthly billing) are available</li> <li>c. the cooling off period</li> <li>d. the length of the contract or, where applicable, the fact the contract has no specified length</li> <li>e. the length of the benefit period</li> <li>f. the arrangements that will take place at the expiry of the contract or benefit period</li> <li>g. whether a retailer may vary the prices that apply to an plan, and if the price may vary, how and when small customers will be notified of price variations</li> <li>h. how and where small customers can access information on the full terms and conditions of the plan and</li> <li>i. a retailer's contact information, including contact phone number and website details</li> <li>j. metering arrangements and any associated costs.</li> </ol> <ul style="list-style-type: none"> <li>•</li> </ul>	<p>Origin notes the new requirement to include metering arrangements and any associated costs on the plan documents. If a retailer unbundles their metering charges it will require more plans (with unique IDs) to be created for each offer that has a meter charge attached to it.</p> <p>The commencement of Power of Choice(POC) may also impact the fees we apply to some customers. Under POC there are now vendors providing the services of a Local Network Service Provider. Each vendor may have different rates for similar services and this may have an impact on the number of plan ID's that need to be created.</p>
CI 48-49	<p><b>Eligibility criteria</b></p>	<p>Given the broadening of 'Generally Available Offers', the restrictions are likely to be extensive as there are many individualised offers based on a customer's usage profile, a specific class (eg embedded network or concession) their value to the</p>

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	<p>48. Retailers must provide details of any specific eligibility restrictions that would prevent a customer accessing any generally available plan. Examples of specific eligibility restrictions include:</p> <ul style="list-style-type: none"> <li>a. the plan only being available to member of a particular club</li> <li>b. availability being conditional on a customer purchasing a particular product or service – for example, purchasing a smart meter from the retailer or signing on to a retailer rewards program.</li> </ul> <p>49. Specific eligibility criteria apply to generally available plans and are separate from criteria for restricted plans, as described in clause 70.</p>	<p>retailer, how many accounts they have, and so on. EME will need to not only display this criteria in each BPIG, it will need to filter search results for different eligibility criteria.</p>
CI 50-53	<p><b>Solar, GreenPower and other options</b></p> <p>50. Retailers must specify information on additional options that a small customer may select, such as GreenPower options. Where a particular plan has a number of GreenPower options associated with it, a retailer must provide information on each of the associated GreenPower options as one plan.</p> <p>51. GreenPower plans are separate plans to plans that do not have GreenPower as an option.</p> <p>52. Retailers must clearly specify when a plan is available to customers with solar photovoltaic systems. They must also indicate the solar feed-in tariff (or solar feed-in tariffs if there are more than one) available to customers entering into the plan.</p> <p>53. If an additional option changes any element of the rest of the plan, retailers must create a separate plan. For example, if a higher daily supply charge will apply for solar customers this would constitute a separate plan.</p>	<p>No comment.</p>
CI 54-55	<p><b>Metering configurations and tariff type</b></p>	<p>Origin notes that this may potentially lead to a considerable increase in the number of plans on EME. As noted in clauses 48-49, the categorisation and</p>

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	<p>54. Retailers must specify if the plan's availability is subject to the customer's property having a particular metering system or configuration.</p> <p>55. Each tariff type available with a plan is considered a separate plan and Energy Made Easy will generate separate plan documents for each metering configuration.</p>	<p>filtering of plans will become much more important as a consequence. For instance, a broad search field could yield multiple metering configurations for the same tariff, in addition to different tariff structures for each plan. Without appropriate filtering this could erect a barrier to meaningful customer engagement.</p>
CI 56-58	<p><b>Dual fuel plans</b></p> <p>56. 'Dual fuel plans' are plans where prices or conditions offered are contingent on customers accepting the supply of both electricity and gas from the retailer. A plan can be a dual fuel plan even if the customer will enter two separate contracts and receive two separate bills.</p> <p>57. Energy Made Easy will automatically allocate a plan ID to a dual fuel plan and create the plan documents.</p> <p>58. A dual fuel plan will be displayed as one single plan on the plan documents. Retailers must clearly indicate to customers in the data provided that the plan is contingent upon the customer accepting the supply of both electricity and gas from the retailer.</p>	<p>See comments above. Origin has separate electricity and gas market offers and they are combined through internal systems based on the information provided by the customer.</p>
CI 59-62	<p><b>Language requirements</b></p> <p>59. Language requirements apply to information provided to Energy Made Easy for use on plan documents and in other advertising and/or marketing by retailers or their agents.</p> <p>60. In addition to the requirements specified in Table 2 – Language requirements, retailers must use language that is clear, simple and widely understood.</p> <p>61. Terminology should be consistent across information provided to Energy Made Easy and in marketing and advertising where the meaning of the term is unchanged.</p> <p>62. Table 2 – Language requirements prescribes required terms for certain components of a plan and prohibits the use of other terms for energy plan documents and in advertising and/or marketing. Retailers cannot use a synonym to a</p>	<p>Please refer to Origin's comments in the above submission.</p>

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	<p>prohibited term to avoid the prohibition. The language requirements do not extend to contracts or to bills. However, retailers should seek to maintain consistency across these documents wherever possible.</p>	
<p>CI 63-65</p>	<p><b>Energy Plan Documents</b></p> <p>63. This section of the Guidelines specifies the energy plan documents retailers must have available for customers in relation to generally available and restricted plans.</p> <p>64. Retailers must have available two documents (the plan documents) for each plan:</p> <p>a. Basic Plan Information Document (BPID)</p> <p>b. Contract Summary (CS).</p> <p>65. Energy Made Easy will generate the plan documents for each plan submitted by retailers to the retailer secure area of Energy Made Easy.</p>	<p>There is repetition of information across the two documents.</p> <ul style="list-style-type: none"> <li>• Tariff pricing appears on both documents.</li> <li>• Discount information appears on both documents.</li> <li>• Fees appears on both documents.</li> <li>• Price change statement appears on both documents.</li> </ul> <p>Documents should be streamlined, where possible, to ensure the volume of information does not confuse customers.</p> <p>(If the AER agrees with Origin's suggestion that SME customers only receive a contract summary then the duplication is irrelevant as there will only be one document. The point still applies to residential customers.)</p>
<p>CI 66-70</p>	<p><b>Generating the plan documents</b></p> <p>66. The BPID and the CS are generated through the Energy Made Easy secure area.</p> <p>67. Retailers are not permitted to create these documents and must use the documents generated by Energy Made Easy as prescribed in these guidelines.</p> <p>68. Retailers' obligations with respect to the publication and distribution of the plan documents vary according to whether the plan is generally available or not.</p> <p><u>Generally available plans</u></p> <p>69. All plans that are available to any small customers in the appropriate distribution zone with the appropriate metering configuration are generally available unless they are a restricted plan.</p> <p><u>Restricted plans</u></p>	<p>Please refer to above submission. Operational implications for the AER to consider:</p> <ul style="list-style-type: none"> <li>• We do note that if forced to publish most offers, there could be significant confusion as to which offer is relevant to a customer;</li> <li>• As noted above EME would need to include eligibility criteria to facilitate searching through offers that are 'generally available' but with an eligibility criterion for customers.</li> <li>• We note the risk of customer dissatisfaction if they call our call centre and are told don't meet the eligibility criteria for a now publicly available product</li> </ul> <p>Origin has no objection to plans being exclusively produced through EME. However, it must be noted that the service and performance levels of EME become more important given that there is no other source of BPIDs.</p> <p>Origin believes that the definitions of restricted plan need to be broadened, as per our submission above. It would be useful for the Guideline to provide guidance and examples of what the AER means for each of the categories of restricted pans. For example, do family and friends plans include staff offers?</p>

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	<p>70. Restricted plans are:</p> <ul style="list-style-type: none"> <li>a. family and friends plans</li> <li>b. plans targeted to a specific small group of customers, for example, customers receiving a specific concession</li> <li>c. obsolete plans</li> <li>d. standing offer plans that are not readily available to small customers but which retailers publish on Energy Made Easy only to satisfy their Financially Responsible Market Participant (FRMP) requirements.</li> </ul>	
CI 71-73	<p><b>When plan documents are required</b></p> <p>71. The retailer must have a BPID for every plan, including restricted plans.</p> <p>72. The requirement to provide the plan documents to customers depends on how the retailer or its agent engages with the customer in accordance with clauses 74 to 94.</p> <p>73. The CS and BPID must be provided in the retailer's welcome pack for every offer made to a small customer.</p>	Origin believes that not every plan is suited to a BPID because they are not traditional energy offers and do not necessarily conform with the requirements of EME. These include Predictable Plan, multi-site arrangements (generally involving SME customers), and flat rate products (tailored for builders, etc).
CI 74	<p><b>Requirements for generally available plans on retailer websites</b></p> <p>74. For each generally available plan a retailer must:</p> <ul style="list-style-type: none"> <li>a. publish in a prominent position, a clear link to the BPID, labelled 'Basic Plan Information', anywhere the retailer provides information about a plan on the retailer's or another website,</li> <li>b. if a plan for a particular distribution zone has tariff variations requiring multiple BPIDs, the link must be to: <ul style="list-style-type: none"> <li>i. a list of BPIDs for each variation, or</li> <li>ii. further questions to establish the specific variation relevant to the customer (for example, about their metering configuration), before linking to the BPID for the specific variation.</li> </ul> </li> </ul> <p>75. Retailers are not required to publish a CS for a generally available plan separately on the retailer's website. A link to the CS is provided in the BPID.</p>	This will require website amendments that will take time. Discussions will need to be had with the AER regarding the format in which the BPID links will be provided to retailers (ie bulk download tool).
CI 76-80	<p><b>Requirements for restricted plans</b></p> <p>76. While retailers must provide plan information to Energy Made Easy for restricted plans to generate plan documents, they are not required to publish these documents on Energy Made Easy.</p>	No comment

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	<p>77. Retailers are not required to publish a link on their website to a BPID or CS for restricted plans.</p> <p>78. Retailers are required to advise a customer of the availability of the BPID and provide it on request in accordance with clauses 80 and 89.</p> <p>79. The plan documents for each restricted plan must indicate the plan is a restricted plan, and state that the plan is not available to all customers.</p> <p>80. During any online sign up process for a restricted plan, as an initial step, the retailer or its agent must inform customers that a BPID is available upon request and advise the customer the BPID is an information sheet that contains all the key details of a plan.</p>	
CI 81-83	<p><b>Requirements for online sign up for generally available plans</b></p> <p>81. Customers must be able to access a link to the BPID as an initial step in any online search or sign up process.</p> <p>82. A retailer must refer to the relevant BPID and provide a clear and prominent link to the BPID in close proximity to the reference where customers are signing up to a plan through an online sign up process. This includes through third party sales channels such as comparison websites and utilities connection services.</p> <p>83. A retailer must not require a customer to provide technical or personal information in order to obtain a BPID, other than information required to determine if a small customer is eligible for a plan, for example:</p> <ul style="list-style-type: none"> <li>a. the minimum level of information necessary to allow the retailer to determine the customer's distribution zone and/ or</li> <li>b. metering configuration information.</li> </ul> <p>84. A retailer must provide customers with an explanation as to how to obtain information required under clause 83, including where that information can be found on:</p> <ul style="list-style-type: none"> <li>a. their current bill(s) and</li> <li>b. their meter, if relevant.</li> </ul>	<p>Noted. This will impact our online experience and require updates to webpages. The landing page will need to incorporate the plan ids and be redesigned to meet these requirements.</p>
CI 85-86	<p><b>Requirements for in-person marketing activity</b></p>	<p>Origin requests clarification of clause 85. Origin's preference is that the agent would be able to email a link to the BPID document at the time of a door to door sales, without having to provide a hard copy on the spot. Requiring hard copies at</p>



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	<p>85. During any door-to-door sales or other in-person marketing activity to a small customer for any plan a retailer or its agent must provide the customer with:</p> <ul style="list-style-type: none"> <li>a. a BPID (which will contain a link to the CS) at the time of contact and</li> <li>b. a hard copy of the CS on request</li> </ul> <p>86. A retailer does not need to provide the customer with a BPID and CS if the door-to-door sales or other marketing activity ends promptly without any conversation in relation to prices or plans - for example, if the small customer refuses to engage with the retailer, or third party representing the retailer.</p>	<p>the point of contact would be onerous (as there are many potential offers), slow down the speed of bringing products to market (because a printed copy is required) and the offering of additional reactive marketing (ie if Energy Super came out with an offer of 45% discount and a retailer decides to match this – we have processes that could implement this through electronic means quickly but would take longer to get hard copies of all the documents to agents). We would, however, agree to send the customer a hard copy of the documents on request and provide soft copies.</p>
CI 87 – 89	<p><b>Requirements for other marketing activities</b></p> <p>87. The obligations in this clause and clauses 88 to 89 relate to the marketing of generally available and restricted plans by any means, including but not limited to, telemarketing activity, telephone queries, or other internet sales channels that relate directly or indirectly to:</p> <ul style="list-style-type: none"> <li>a. a retailer explaining plans, in circumstances where the discussion relates to prices or discounts</li> <li>b. a retailer attempting to retain small customers</li> <li>c. a retailer attempting to gain small customers</li> <li>d. a retailer attempting to offer an additional energy type to small customers – for instance marketing or discussions relating to bundled plans with small customers that the retailer currently supplies with one fuel).</li> </ul> <p>88. In relation to the marketing of generally available plans, the retailer must:</p> <ul style="list-style-type: none"> <li>a. advise the customer that the BPID is available on the retailer's website (noting the relevant URL) or upon request, and note that the BPID is an information sheet that contains all the key details about a plan and</li> <li>b. at the customer's request send (via post or electronic communication) the BPID to the small customer within five business days.</li> </ul> <p>89. In relation to the marketing of restricted plans the retailer must:</p> <ul style="list-style-type: none"> <li>a. advise the customer of the availability of the BPID for the plan, and note that the BPID is an information sheet that contains all the key details about a plan and</li> </ul>	<p>Origin does not object to informing customers of BPID when undertaking these activities. However, it seems prescriptive to require a URL to be read out in every instance.</p> <p>Note that complying with these provisions will require agent training and updates to existing process to ensure compliance. This includes both contact centres operated by Origin and, potentially, third parties (such as comparator websites).</p>

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	<p>b. at the customer's request, send (via post or electronic communication) the BPID to the small customer within five business days.</p>	
CI 90	<p><b>Use of a marketing agent</b>  90. Clauses 85 to 89 apply to in-person and other marketing by agents including third party comparator websites and utilities connection services.</p>	<p>Origin is unsure how clauses 85 and 86 meaningfully apply to third party comparator sites and utilities connection services given they are in relation to in-person marketing. Comparators are online services. If a comparator business engaged in door to door marketing then 85 and 86 will apply under clause 16.</p>
CI 91-93	<p><b>Publication requirements on mass media and social media</b>  91. If a retailer or its agent markets generally available plans that reference prices, discounts, or the value of existing or potential plans for customers on mass media channels including magazines, the internet, newspaper or billboards, a retailer must include the following statement in any advertisements in clear and easily readable text:  a. 'A Basic Plan Information Document for this plan is available at [insert retailer website]' or  b. 'Basic Plan Information Documents are available at [insert retailer website].'  92. The requirement in clause 91 extends to the promotion of plans through social media and advertisements on social media.  93. If a retailer advertises a plan online using a medium with character limitations that prevents the text required in clause 91 to be included, a retailer must include the text in a prominent location on the first webpage linked to in the advertisement.</p>	<p>Origin seeks confirmation that this does not extend to audio advertising given the requirement for it to be in print.</p>
CI 94	<p><b>Price comparison websites and third party sales agents</b>  94. A link to the BPID must be provided for any marketing of generally available plans on third party price comparison websites or sales websites.</p>	<p>Noted. Third party websites may need to undertake upgrades to their websites; Origin cannot comment on their capability.</p>
CI 95-96	<p><b>Requirement to refer to plan ID in communication with customers</b>  95. Retailers must be able to make reference to the plan ID in communication with customers.  96. If a customer makes an enquiry with a retailer or its agent about a plan, for example by calling the retailer's call centre or the call centre of the retailer's agent, and the customer refers to an Energy Made Easy-generated plan ID, the call centre staff member must be able to cross reference and identify which plan</p>	<p>Frontline agents will need a repository of all offers, so they can easily retrieve the offer upon receiving a request from a customer. The repository will need to store substantially more plans due to the number of tariff permutations and the broadening of the 'generally available' classification.</p>

Ref #	Obligation	Origin's Comments
	the customer is referring to without asking for any additional information from the customer other than the plan ID.	
CI 97-101	<p>97. If a retailer makes a representation in its marketing or advertising about a specific discount rate, that is, the amount and/or percentage of the discount, the retailer must also provide the information prescribed in clause 33. The exception that exists for character-limited advertising or marketing in clause 93 also applies where relevant.</p> <p>98. For example, these requirements would be satisfied with an electricity advertisement with the claim: '15% guaranteed discount off usage charges' and, in fine print 'Discount is off our standing offer plan charges. This information is available at <a href="http://www.sunenergy.com.au/standingplancharges">www.sunenergy.com.au/standingplancharges</a>'.</p> <p>99. Each discount must be named and described using language that is clear, simple and widely understood and complies with Table 2.</p> <p>100. In any advertising and/or marketing where a conditional discount is referred to a retailer must clearly state the conditions the customer must satisfy to receive the discount.</p> <p>101. The Australian Consumer Law prohibits retailers from representing discounts in a manner which misleads or deceives consumers. Nothing in these Guidelines affects the operation of the Australian Consumer Law.</p>	No comment
CI102-103	<p>102. The energy plan documents are populated by the data and information provided by the retailer to Energy Made Easy.</p> <p>103. Appendices A and B provide the manner and form in which information in a BPID and a CS must be displayed.</p>	No comment.
CI 104-110	<p><b>Comparison pricing table</b></p> <p>104. Energy Made Easy will automatically generate a Comparison Pricing Table for display on the BPID.</p> <p>105. The Comparison Pricing Table will include estimated bills for three household usage profiles: 1-2 people, 3 people and 4-5+ people.</p> <p>106. Two bill estimates will be displayed for each profile:</p> <ol style="list-style-type: none"> <li>A base price estimate, excluding all discounts and</li> <li>An estimated bill that includes all available discounts</li> </ol> <p>107. For electricity plans, the estimate will be for a three-month period.</p>	See Origin's submission above. We believe annual price comparisons are better than bill periods.

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	<p>108. For gas plans, the estimate will be for a two-month period.</p> <p>109. Estimates will be rounded up or down to the nearest ten dollars (\$10).</p> <p>110. The comparison pricing table will not be displayed on the BPID for:</p> <ul style="list-style-type: none"><li>a. small business customer plans or</li><li>b. residential customer plans with demand charges.</li></ul>	