

Report

Performance Audit - Western Australian Gas Retail Licence (GTL13)

Origin

Audit Report

August 2019



Jon Briskin
Executive General Manager, Retail
Origin Energy Retail Limited
321 Exhibition St,
Melbourne VIC 3000

2 December 2019

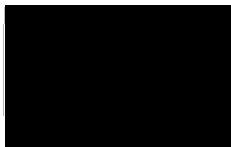
Subject: Origin Energy Retail Limited: 2019 GTL13 Performance audit report

We have completed the Gas Trading Licence (GTL13) Performance audit for Origin Energy Retail Limited for the period 30 May 2017 to 31 May 2019 and are pleased to submit our report to you.

I confirm that this report is an accurate presentation of the findings and conclusions from our audit procedures.

If you have any questions or wish to discuss anything raised in the report, please contact on me on +61 401 890 477.

Yours sincerely



Partner

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Notice to any reader of this report

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1 *Independent assurance practitioner's report*

Independent assurance report on Origin Energy Performance Audit 2019

To Jon Briskin, Executive General Manager, Retail:

Qualified Opinion

We have undertaken a reasonable assurance engagement on Origin Energy Retail Limited's (Origin or licensee) compliance, in all material respects, with requirements as evaluated against the general license conditions of GTL13 (Western Australian Gas Retail Licence) and the relevant associated legislative obligations from the 2017 Gas Compliance Reporting Manual, as evaluated against the Economic Regulation Authority (ERA or the Authority) Audit and Review Guidelines: Electricity and Gas Licences (March 2019) (the Guidelines) as they relate to the performance audit for the period 30 May 2017 to 31 May 2019.

In our opinion, except for the matter(s) outlined in our Basis for Qualified Opinion paragraph, Origin has complied, in all material respects, with the GTL13 and relevant associated legislative obligations (listed in Table 4), as evaluated against the Economic Regulation Authority Audit and Review Guidelines: Electricity and Gas Licences (March 2019) throughout the period 30 May 2017 to 30 May 2019.

Basis for Qualified Opinion

During the period from 30 May 2017 to 31 May 2019, Origin did not comply with conditions within the Licence Conditions in the following instances:

| Reporting Manual and License Obligation | | Issue |
|---|---|--|
| 102 | A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the <i>Energy Coordination Act 1994</i> in the time, manner and form specified by the ERA. | A nil performance report for FY 2017 was submitted late to the ERA. |
| 282 | A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA. | |
| 120 | A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract. | In 13 of the 25 instances tested during the audit period customers were not provided all the required information per the gas marketing code of conduct. |
| 121 | A retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 2.3(2) has been given, unless the retailer or gas marketing agent provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer requested to receive the information). | |

| Reporting Manual and License Obligation | Issue |
|--|--|
| 114 A licensee must comply with the <i>Gas Marketing Code of Conduct</i> . | |
| 136 A retailer must issue a bill no more than once a month unless the conditions specified in 4.1(a)(i)-(iii) apply. | During the audit period, Origin issued customers a bill more than once in a month without agreeing with the customer to do so. This is attributed to receiving multiple meter reads from ATCO within a month (including instances where the submission of meter reads have been delayed). As Origin's automated billing process is based on the receipt of meter reads, multiple bills may be issued within a month. |
| 137 A retailer must issue a bill at least every 105 days unless the conditions specified are met. | In 15 instances during the audit period, Origin did not comply with the requirement to bill a customer within 105 days, without agreeing with the customer to do so. |
| 175 If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause 4.18(2), or credit the amount to the customer's next bill. | Origin standard practice was to ask customers for instructions for overcharges only when it was a final bill. |
| 180 If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and <ul style="list-style-type: none"> • ask the customer for instructions under clause 4.19(2); or • Credit the amount to the customer's next bill. | |
| 204 If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1). | During the audit period Origin did not inform customers experiencing financial hardship that they had the right to have their bills redirected at no charge to a third person. |
| 211 A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8. | |
| 250 A retailer and, if appropriate, a distributor must include on a residential customer's bill and bill related information, reminder notice and disconnection warning the telephone numbers for: <ul style="list-style-type: none"> • its TTY services; • independent multi-lingual services; and • interpreter services with the National Interpreter Symbol and the words "Interpreter Services". | Origin bills, notices and warning included the wording "Need an Interpreter" rather than "Interpreter Services." |
| 215 A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2). | |

| Reporting Manual and License Obligation | | Issue |
|---|---|---|
| 220 | A retailer must comply with the ERA's Financial Hardship Policy Guidelines. | |
| 147 | Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1) (a)(cc) on the customer's bill. | |
| 255 | When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Freecall telephone number of the gas ombudsman. | During the audit period Origin was not informing customers of their right to escalate their complaints. |

We conducted our engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Origin's responsibilities

Origin is responsible for:

- (a) Identifying risks that threaten the conditions within the GTL13 License and relevant associated legislative obligations from the 2017 Gas Compliance Reporting Manual, (as listed in Table 4) being met.
- (b) The compliance activity undertaken to meet the GTL13 License Conditions and relevant associated legislative obligations from the 2017 Gas Compliance Reporting Manual, (as listed in Table 4) being met.
- (c) Identification and implementation of controls which will mitigate those risks that prevent the GTL13 License Conditions and relevant associated legislative obligations from the 2018 Gas Compliance Reporting Manual, (as listed in Table 4) being met and monitoring ongoing compliance.

Our independence and quality control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements, and apply Auditing Standard ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement.

Our responsibility

Our responsibility is to express an opinion, on Origin's compliance with the GTL13 License Conditions and relevant associated legislative obligations from the 2017 Gas Compliance Reporting Manual, (as listed in Table 4), in all material respects, as evaluated against the Guidelines, for the period from 30 May 2017 to 31 May 2019. ASAE 3100 requires that we plan and perform our procedures to obtain reasonable assurance about whether Origin has complied, in all material respects, with the License, as evaluated against the conditions within the License, for the period from 30 May 2017 to 31 May 2019.

An assurance engagement to report on Origin's compliance with the License involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the conditions. The procedures selected depend on our judgement, including the identification and assessment of risks of material non-compliance with the License, as evaluated against the conditions within the license.

Our Procedures included the following:

- Utilising the March 2019 issue of the Audit and Review Guidelines: Electricity and Gas Licences and the January 2017 issue of the Gas Compliance Reporting Manual (**Reporting Manual**) issued by the ERA as a guide for development of a risk assessment and document review to assess controls
- Development of an Audit Plan for approval by the ERA and an associated work program
- Interviews with and representations from relevant Origin staff to gain an understanding of process controls
- Review of documents and walkthrough of processes and controls to assess the overall compliance and effectiveness in accordance with Licence obligations
- Sample testing where relevant for obligations rated as an audit priority 3 and above in the approved Audit Plan.

Inherent limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure, it is possible that fraud, error or non-compliance with compliance requirements may occur and not be detected.

A reasonable assurance engagement relating to the period from 30 May 2017 to 31 May 2019 does not provide assurance on whether compliance with the License will continue in the future.

Use of report

This report has been prepared for use by Origin for the purpose of section 11ZA of the Energy Coordination Act 1994 WA. We disclaim any assumption of responsibility for any reliance on this report to any person other than Origin, or for any other purpose than that for which it was prepared.

PricewaterhouseCoopers

PricewaterhouseCoopers



Partner name

2 December 2019

2 *Executive summary*

2.1 *Introduction and background*

Origin (the licensee) currently holds a Gas Retail Licence (GTL 13) issued by the Economic Regulation Authority (ERA or the Authority) under sections 11ZA of the Energy Coordination Act of 1994 (the Act) WA. During the audit period, the principal activity of Origin in Western Australia was the supply of gas to Residential and small Business customers. All sales were made via phone, online, third party or via Kiosks. The total number of customers in FY 19 was 14,860.

Under the Energy Coordination Act of 1994 (the Act) WA section 11ZA of the Act 1994 Origin is required to provide to the Authority a Performance Audit of the Gas Retail Licence (GTL13). The licence authorises Origin to supply gas to small use customers in the coastal supply area of Western Australia.

The audit is to be conducted by an independent expert acceptable to the Authority. Under the conditions of the licence, Origin is subject to independent performance audits at 24 month intervals or other periods as determined by the Authority. The performance audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the licence. In WA Origin has 14,862 customers as at 31 May 2019.

PricewaterhouseCoopers (PwC) has been engaged by Origin to conduct the performance audit (the audit) in accordance with the Authority's "Audit and Review Guidelines: Electricity and Gas Licences (March 2019)" (the Guidelines) for the period 30 May 2017 to 31 May 2019. The Authority approved PricewaterhouseCoopers to undertake the audit in May 2019.

2.2 *Deviations from the audit plan*

No deviations from the audit plan dated 20 June 2019 were made.

2.3 *Observations*

In considering Origin's internal controls procedures, structure and environment, its compliance culture and its information systems specifically relevant to those license obligations subject to audit, we observed that Origin has established its control framework through policies and procedures which are explicitly aligned with License Obligations.

Overall Origin complied with the licence conditions apart from eight (8) non-compliances, which impacted 16 obligations. Recommendations for the non-compliances are as follows:

- We recommend Origin to update training modules, agent scripts and procedures to ensure that all required information, outlined in the Gas Marketing Code of Conduct, is provided to customers prior to obtaining verifiable consent of customers. (Obligation 114, 120 and 121)
- We recommend Origin monitor customers that are billed more than once a month in conjunction with late bills to ensure customers are billed accordingly. (Obligation 136)
- We recommend Origin to clearly identify the SLAs with their third party and monitor exception reports on a regular basis to ensure bills are sent to customers at least every 105 days. (Obligation 137)
- We recommend Origin to ask customers for instructions for all overcharges over \$100, not just Final Bills. (Obligation 175 and 180)

- We recommend Origin to update their customer agent scripts and financial hardship brochures to include the relevant information in regards to advising customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person. (Obligation 204 and 211)
- We recommend Origin to update their bills, reminder notices, disconnection warnings and hardship policy to include the words "Interpreter Services". (Obligations 147, 215, 220 & 250)
- We recommend Origin to update training modules and agent scripts to include the responsibility to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer. (Obligation 255)

Origin reporting late in 2017 to the ERA; however, this has been remediated in 2018. Therefore no recommendations have been made. (Obligations 102 and 282)

2.4 Opinion

In our opinion, except for the matter(s) outlined in our Basis for Qualified Opinion paragraph, Origin has complied, in all material respects, with the GTL13 and relevant associated legislative obligations (listed in Table 4), as evaluated against the Economic Regulation Authority Audit and Review Guidelines: Electricity and Gas Licenses (March 2019) throughout the period 30 May 2017 to 30 May 2019.

2.5 Findings

The following tables summarise the assessments made during the audit of Origin's compliance and the adequacy of controls in place for Origin to manage its compliance with the relevant obligations or conditions of the license.

Table 1 set out the rating scale defined by the ERA in the Guidelines for the assessment of the level of compliance with the conditions of the License. For the highest possible compliance rating to be achieved, Origin was required to demonstrate it has developed mature process and controls, which facilitate compliance with relevant obligations.

Table 1: Control adequacy and compliance rating scale

| Rating | Adequacy of Controls Rating Descriptions | Rating | Compliance Rating Description |
|--------|--|--------|---|
| A | Adequate controls – no improvement needed | 1 | Compliant |
| B | Generally adequate controls – improvement needed | 2 | Non-Compliant – minor impact on customers or third parties |
| C | Inadequate Controls – Significant improvement required | 3 | Non-Compliant – moderate effect on customers or third parties |
| D | No controls evident | 4 | Non-Compliant – major effect on customers or third parties |
| N/P | Not performed – A controls rating was not required | N/R | Not rated – No Activity took place during the audit period |

Table 2 and 3 provide further detail on control adequacy and compliance rating scales. The rating scales are defined by the Guidelines.

Table 2: Summary of finding, by compliance and control ratings

| Audit Priority | Control Rating | | | | | Total |
|----------------|----------------|----|---|---|-----------------|-------|
| | A | B | C | D | NP ¹ | |
| Priority 1 | | | | | | |
| Priority 2 | 2 | 2 | 1 | | | 5 |
| Priority 3 | 12 | 2 | | | 5 | 19 |
| Priority 4 | | 14 | | | 112 | 126 |
| Priority 5 | | 2 | | | 67 | 69 |
| Total: | 14 | 20 | 1 | - | 184 | 219 |

Table 3: Summary of finding, by audit priority and compliance rating

| Audit Priority | Compliance Rating | | | | | Total |
|----------------|-------------------|----|---|---|----|-------|
| | 1 | 2 | 3 | 4 | NR | |
| Priority 1 | | | | | | |
| Priority 2 | 2 | 2 | 1 | | | 5 |
| Priority 3 | 12 | 2 | | | 5 | 19 |
| Priority 4 | 91 | 9 | | | 26 | 126 |
| Priority 5 | 60 | 2 | | | 7 | 69 |
| Total: | 165 | 15 | 1 | - | 38 | 219 |

¹ Refers to the obligations for which a controls assessment was not required to be performed (obligations with an audit priority 4 or 5 and a compliance rating of 1, or which were not rateable).

Table 4: Compliance and controls ratings summary table

| Compliance Rating | | | | | | |
|-------------------|-----|----|---|---|----|-------|
| Controls Rating | 1 | 2 | 3 | 4 | NR | Total |
| A | 14 | | | | | 14 |
| B | | 15 | | | 5 | 20 |
| C | | | 1 | | | 1 |
| D | | | | | | |
| N/P | 151 | | | | 33 | 184 |
| Total: | 165 | 15 | 1 | - | 38 | 219 |

Note that, in accordance with the Guidelines:

- Obligations assessed as being “not applicable” to Origin’s operations have not been included within this report

2.6 *Origin’s response to previous audit recommendations*

This is the first time that Origin has been required to engage an independent auditor to assess the effectiveness of its measures taken to meet the conditions of its licence. Therefore, there are no previous audit non-compliances and recommendations.

2.7 *Scope and Objective*

As described in our engagement letter with Origin, dated 16 August 2019, we have conducted a reasonable assurance audit in order to state whether, in our opinion, based on our procedures, Origin has complied, in all material respects, with the conditions of its Licence as outlined in the approved Audit Plan (dated 3 July 2019) during the period 30 May 2017 to 31 May 2019.

Our engagement was conducted in accordance with Australian Standard on Assurance Engagements ASAE 3100 Compliance Engagements, issued by the Australian Auditing and Assurance Standards Board and provides reasonable assurance as defined in ASAE 3100. The procedures we performed are described in more detail in section 2.7 below.

A reasonable assurance engagement in accordance with ASAE 3100 involves performing procedures to obtain evidence about the compliance with the conditions of the Licence. The nature, timing and extent of procedures selected depend on the assurance practitioner’s professional judgement, including the assessment of the risks of material misstatement in compliance with the conditions of the Licence. In making those risk assessments, we considered internal controls in relation to compliance with the conditions of the Licence.

ASAE 3100 also requires us to comply with the relevant ethical requirements of the Australian professional accounting bodies.

The ERA has summarised the requirements of the applicable legislation that it expects to be reported upon and included in the scope of this audit in its January 2017 Gas Compliance Reporting Manual (**Reporting Manual**).

The Audit Plan approved by the ERA for this audit sets out Origin's Licence obligations confirmed to be included in the scope of the audit, along with the risk assessments and audit priority assigned to each licence obligation.

During the audit period we conducted our fieldwork at the Melbourne head office, as the WA operations are managed out of the Melbourne and Adelaide offices.

2.8 Approach

Our approach for this audit involved the following activities, which were undertaken during the period June to August 2019:

- Utilising the Guidelines and Reporting Manuals as a guide, developed a risk assessment, which involved discussions with key staff and document review to assess controls
- Developed an Audit Plan for approval by the ERA and an associated work program
- Interviews with relevant Origin staff to gain understanding of process controls (see **Appendix A** for staff involved)
- Reviewed relevant documentation and walked through processes and controls to assess overall compliance and effectiveness in accordance with Licence obligations (see **Appendix A** for reference listing)
- Sample tested relevant obligations (assessed as an audit priority 3 or 2) and where there was relevant activity, determine whether transactions complied with the requirements of the obligation
- Reporting of findings to Origin for review and response.

3 *Summary of findings*

Table 1 in section 2 above sets out the rating scale defined by the ERA in the Audit Guidelines for the assessment of the level of compliance with the condition of the License. For the highest possible compliance rating to be achieved, Origin was required to demonstrate it has maintained mature processes and controls, which facilitate compliance with relevant obligations.

The remainder of this report provides:

- Summary of findings for the compliance obligations (at Table 4 below)
- Detailed finding, including relevant observation, recommendations and action plans (at section 4 below).

Table 4: Summary of Findings

Refer to the detailed Finding at section 4

Note:

- Obligations marked with a (*) are relevant only for the period from 30 May 2017 to 31 May 2018
- Detailed Findings are not presented for those obligations assessed to be not applicable to Origin's operations for the period subject to audit.

Table 5: Summary of Findings

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|--------------------------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| 1. | Energy Coordination Act section 11Q(1-2) | Distribution Licence clause 4.1 Trading Licence clause 4.1 | A licensee must pay the applicable fees in accordance with the Regulations. (Energy Coordination (Licensing Fees) Regulations Clause 4 & 5) | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 2. | Energy Coordination Act section 11WG(1) | Trading Licence clause 12.1 | A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form or non-standard contract. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 3. | Energy Coordination Act section 11WG(2) | Trading Licence clause 13.1 | A licensee must comply with a direction given to the licensee under section 11WI. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 4. | Energy Coordination Act section 11WK(1-2) | Trading Licence clause 5.1 | Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading licence. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 5. | Energy Coordination Act section 11WK(3) | Trading Licence clause 5.1 | A standard form contract continues in force until it is terminated or supply becomes subject to a non-standard contract with the supplier. | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--|---|--------------------------|-------------------|-----------------|---|---|--|--------------------------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 6. | Energy Coordination Act section 11X(3) | Trading Licence clause 5.1 Distribution Licence clause 5.1 | A licensee must take reasonable steps to minimise the extent of the duration of any interruption, suspension or restriction of the supply of gas due to an accident, emergency, potential danger or other unavoidable cause. | Distribution, Trading | 5 | | | | |
| 17. | Energy Coordination Act section 11ZK(3) | Trading Licence clause 5.1, Distribution Licence clause 5.1 | A licensee must pay the costs and expenses incurred in the taking of an interest or easement in respect of land held by a public authority. | Distribution, Trading | 5 | | | | | ✓ | | | | | ✓ |
| 19. | Energy Coordination Act section 11ZOR(2) | Trading Licence clause 18.1 | A licensee that sells gas that is transported through a distribution system must be a member of an approved retail market scheme if a scheme is in force. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 20. | Energy Coordination Act section 11ZOV(1) | Distribution Licence clause 5.1 Trading Licence clause 5.1 | A licensee must not engage in prohibited conduct relating to the operation of a retail market scheme. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 21. | Energy Coordination Act section 11ZOV(2) | Distribution Licence clause 5.1 Trading Licence clause 5.1 | A licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 22. | Energy Coordination | Distribution Licence clause 5.1 | A licensee, as a member of a retail scheme, must comply with a direction given to it by | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|---|--|---|-----------------------|----------------|--|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| 24. | Act section 11ZOZ(3) Energy Coordination Act section 11ZQH | Trading Licence clause 5.1 Distribution Licence clause 17, Trading Licence clause 18.1 | the ERA to amend the scheme, and to do so within a specified time. The licensee must not supply gas to customers unless the licensee is a member of an approved Gas Industry Ombudsman Scheme and is bound by any decision or direction of the ombudsman under the Scheme. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 29. | Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 5(1) | Trading Licence clause 5.1 | A licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 30. | Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(2) | Trading Licence clause 5.1 | A licensee is required to offer to supply gas to each of its existing standard contract customers under the terms of the customer's existing contract but at a capped tariff unless the existing contract already entitles the customer to be supplied at a capped tariff. | Trading | 4 | As Origin only commenced supplying gas in WA in May 2017 this obligation does not apply to Origin. | | | | | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|-------------------------------|--|---------|-------------------|---|---|---|-----|---|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 31. | Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(4) | Trading Licence clause 5.1 | When offering to supply gas to a new customer under a standard form contract, a licensee is to offer to supply gas at a capped tariff. | Trading | 4 | | | | | ✓ |
| 32. | Energy Coordination (Customer Contracts) Reg 12 (2) | Trading Licence clause 5.1 | Without limiting subregulation (1), a customer contract must prohibit a retail supplier, except in circumstances where disconnection is required under the <i>Gas Standards Act 1972</i> , from disconnecting supply or causing disconnection to occur if – (a) the customer has provided to the retail supplier a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the customer's supply address; and (b) the customer has entered into arrangements acceptable to the retail supplier in relation to payment for gas supplied. | Trading | 4 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--------------------------------|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| 33. | Energy Coordination (Customer Contracts) Reg 12 (4)(a) | Trading Licence clause 5.1 | Before disconnecting supply for non-payment of a bill, a licensee must give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day). | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 34. | Energy Coordination (Customer Contracts) Reg 12 (4)(b) | Trading Licence clause 5.1 | Before disconnecting supply for non-payment of a bill, a licensee must give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given). | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|--|--------------------------------|---|----------|-------------------|-----------------|--|-------------------------------|---|---------|-------------------|---|---|---|-----|---|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 35. | Energy Coordination (Customer Contracts) Reg 12 (5)(a) | Trading Licence clause 5.1 | A licensee must reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee. | Trading | 5 | | | | | ✓ |
| 36. | Energy Coordination (Customer Contracts) Reg 12 (5)(b) | Trading Licence clause 5.1 | A licensee must reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee. | Trading | 5 | | | | | ✓ | ✓ | | | | | |
| 37. | Energy Coordination (Customer Contracts) Reg 12 (5)(c) | Trading Licence clause 5.1 | A licensee must reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee. | Trading | 5 | | | | | ✓ | ✓ | | | | | |
| 38. | Energy Coordination (Customer Contracts) | Trading Licence clause 5.1 | A licensee must reconnect supply to a customer within 10 business days after disconnection for refusal to pay | Trading | 5 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|---|-----------------------------|--|----------|----------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| 39. | Reg 12 (5)(d) Energy Coordination (Customer Contracts) Reg 12 (5)(e) | Trading Licence clause 5.1 | a refundable advance, if the customer pays the refundable advance and the customer has paid any applicable reconnection fee. A licensee must reconnect supply to a customer within 20 business days after disconnection in an emergency situation or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for disconnection has been rectified, and if the customer has paid any applicable reconnection fee. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 40. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.1.2 AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|---|--------------------------------------|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | or failed to make payments under it. | | | | | | |
| 41. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.1.3 AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 42. | Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.2.1 & 5.1.2.2 AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles, the customer is given the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|---|-----------------------------|--|----------|----------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date. | | | | | | |
| 43. | Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.3.1 & 5.1.3.2 AGA Code | Trading Licence clause 5.1 | A licensee who disconnects in the event of an emergency must provide a 24 hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 44. | Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.4.1 & 5.1.4.2 AGA Code | Trading Licence clause 5.1 | A licensee who disconnects supply for health and safety reasons must provide the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 45. | Energy Coordination (Customer Contracts) | Trading Licence clause 5.1 | A licensee who disconnects supply for planned maintenance must provide the customer 4 days written notice; and used best endeavours to | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | | | | | |
|---|--|--------------------------------|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|--|--|--|--|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| 46. | Reg 12 (6), Clauses 5.1.5.1 & 5.1.5.2 AGA Code | Trading Licence clause 5.1 | minimise disruption and restore supply. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | | |
| 47. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.7.2 AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | | |
| 48. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(a) AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | | |
| | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(b) AGA | Trading Licence clause 5.1 | A licensee must not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|--|--------------------------------|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | | | | | | | | | | | |
| | Code | | | | | | | | | | | | | | | |
| 49. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(c) AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply where an application for a government concession has not been decided. | Trading | 5 | | | | | ✓ | ✓ | | | | | |
| 50. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(d) AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply where a customer has failed to pay a debt that is not a direct service charge. | Trading | 5 | | | | | ✓ | ✓ | | | | | |
| 51. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(e) and (f) AGA Code | Trading Licence clause 5.1 | A licensee must not disconnect supply after 3pm on any day; and not on a Friday, weekend or public holiday or on a day before a public holiday unless it is a planned interruption. | Trading | 5 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--------------------------------|--|----------|-------------------|-----------------|---|-------------------------------|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 52. | Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.2.2.2 AGA Code | Trading Licence clause 5.1 | If a licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day. | Trading | 5 | | | | |
| 53. | Energy Coordination (Customer Contracts) Reg 13 (1), Clause 4.4.6.2 AGA Code | Trading Licence clause 5.1 | If a licensee uses a refundable advance to offset an amount owed, it must provide to the customer an account of its use and pay any balance within 10 business days to the customer. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 54. | Energy Coordination (Customer Contracts) Reg 13 (3) | Trading Licence clause 5.1 | A licensee must place refundable advances in separate trust accounts and separately identify the amounts in its accounting records. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 55. | Energy Coordination (Customer Contracts) Reg 13 (4) | Trading Licence clause 5.1 | A licensee must return interest earned on refundable advances accounts to customers. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 56. | Energy Coordination (Customer Contracts) | Trading Licence clause 5.1 | A licensee must inform customers that the supply charge is either for residential or non-residential supply; | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| | Reg 14 (2) | | includes a specified fixed component and specified usage component; and describes the circumstances a customer needs to meet to qualify for residential tariffs. | | | | | | | | | | | | |
| 57. | Energy Coordination (Customer Contracts) Reg 14 (3), Clauses 4.1.2.1 & 4.1.2.2 AGA Code | Trading Licence clause 5.1 | A licensee must give notice of the tariffs charged and provide these notices to customers without charge upon request. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 58. | Energy Coordination (Customer Contracts) Reg 14, Clause 4.1.3.1 & 4.1.3.2 AGA Code | Trading Licence clause 5.1 | A licensee must give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 59. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.1 AGA Code | Trading Licence clause 5.1 | A licensee must issue a bill to a customer at least once every 3 months, unless agreed otherwise. | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|-------------------------------|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 60. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.1, 4.2.3.2 & 4.2.3.3 AGA Code | Trading Licence clause 5.1 | A licensee must prepare a bill in accordance with the terms specified in the AGA code, including the inclusion of any refundable advance. | Trading | 5 | | | | |
| 61. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.2 AGA Code | Trading Licence clause 5.1 | A licensee must apply payments received from a customer as directed by the customers (if the bill includes charges for other goods and services). | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 62. | Energy Coordination (Customer Contracts) Reg 15 (1) and (2) | Trading Licence clause 5.1 | If a customer does not direct how a payment is to be allocated, a licensee must apply the payment – (i) to charges for the supply of gas before applying any portion of it to such goods or services; or if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|---|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | portion of it to any other such goods or services. | | | | | | |
| 63. | Energy Coordination (Customer Contracts) Reg 15 (1) and 47 (2) and (4), Clause 4.2.3.4 AGA Code | Trading Licence clause 5.1 | A licensee must provide available bill data to customers upon request free of charge subject to clause 47 (2) and (4) of the <i>Energy Coordination (Customer Contracts) Regulations 2004</i> . | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 64. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.1 AGA Code | Trading Licence clause 5.1 | A licensee must base a customer's bill on a meter reading and meters must be read at least once per year. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 65. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.2 AGA Code | Trading Licence clause 5.1 | A licensee, who accepts a customer reading of the meter, must not adjust the bill in favour of the licensee if the licensee subsequently discovers the reading was incorrect in favour of the customer. | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|---|----------|-------------------|-----------------|---|-------------------------------|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 66. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.4 AGA Code | Trading Licence clause 5.1 | A licensee, who provides a customer with an estimated bill and is subsequently able to read the meter, must adjust the estimated bill in accordance with the meter reading. | Trading | 5 | | | | |
| 67. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.5 AGA Code | Trading Licence clause 5.1 | A licensee must read a customer's meter upon request and may impose a fee for doing so. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 68. | Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.3.2.1 AGA Code | Trading Licence clause 5.1 | A licensee must offer payment in person and payment by mail. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 69. | Energy Coordination (Customer Contracts) Reg 15 (1), | Trading Licence clause 5.1 | A licensee must offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill. | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|---|-----------------------------|--|----------|----------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| 70. | Clause 4.3.2.2 AGA Code Energy Coordination (Customer Contracts) Reg 16 (3) | Trading Licence clause 5.1 | A licensee must not terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless – (a) the licensee has a right to disconnect supply under the contract, a written law or a relevant code; and the licensee has disconnected supply at all supply addresses of the customer covered by the contract. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 71. | Energy Coordination (Customer Contracts) Reg 19 | Trading Licence clause 5.1 | A licensee must provide a customer (a) a copy of their customer service charter ² ; (b) copies of regulations or any relevant code; | Trading | 5 | | | | | ✓ | ✓ | | | | |

² Please note that the format and contents of the Customer Service Charter is not defined in the Energy Coordination (Customer Contracts) Regulations 2004.

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | (c) information about fees and charges payable under the contract; (d) with information on energy efficiency; (e) billing data; and (f) with information on Government Assistance Programs and Financial Counseling Services if requested by the customer. | | | | | | |
| 72. | Energy Coordination (Customer Contracts) Reg 20 (2) Clause 4.3.5.1 AGA Code | Trading Licence clause 5.1 | A licensee must offer a customer who is experiencing payment difficulties: installment plan options; right to have bill redirected to third person; information or referral on government assistance programs; and information on independent financial counseling services. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 73. | Energy Coordination (Customer Contracts) Reg 27 (4) and 40 (3) | Trading Licence clause 5.1 | A licensee must not supply gas to the customer under a door to door contract during the cooling-off period unless the customer requests supply. | Trading | 5 | | | | | ✓ | | | | ✓ | |
| 74. | Energy Coordination | Trading Licence clause 5.1 | A licensee must not commence legal action in relation to a customer debt if the customer | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | (Customer Contracts) Reg 20 (3) and 48 | | has entered into arrangements to pay and is maintaining this arrangement. | | | | | | |
| 75. | Energy Coordination (Customer Contracts) Reg 22 and 49 (2) | Trading Licence clause 5.1 | A licensee must only provide a credit reporting agency with default information relevant to one of their bills. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 76. | Energy Coordination (Customer Contracts) Reg 49 (3) | Trading Licence clause 5.1 | A licensee must notify a credit reporting agency immediately if a customer has cleared their debt. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 77. | Energy Coordination (Customer Contracts) Reg 49 (4) | Trading Licence clause 5.1 | If a customer remedies a default and demonstrates extenuating circumstances, a licensee must request the credit reporting agency to remove the default record. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 78. | Energy Coordination (Customer Contracts) Reg 49 (5) | Trading Licence clause 5.1 | A licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 79. | Energy Coordination | Trading Licence clause 5.1 | A licensee must include information about its complaint handling process and contact details of the | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--------------------------------|--|----------|-------------------|---|-----------------------------------|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | (Customer Contracts) Reg 50 | | energy ombudsman on any disconnection warning given to a customer. | | | | | | |
| 80. | Energy Coordination (Customer Contracts) Reg 44 | Trading Licence clause 5.1 | When a non-standard contract is due to expire, a licensee must issue a notice in writing to a customer not more than 2 months and not less than one month before the day on which the contract is due to expire (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 81. | Energy Coordination Act section 11M, Energy Coordination (Customer Contracts) | Trading Licence clause 5.1 | Upon request, a licensee must provide a customer free of charge with a copy of its customer service charter ³ within 2 business days of the request. | Trading | 5 | Obligation is not applicable as the customer service charter is no longer required | | | | | | | | | |

³ Please note that the format and contents of the Customer Service Charter is not defined in the Energy Coordination (Customer Contracts) Regulations 2004.

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | | | | |
|---|--|--------------------------------|---|----------|-------------------|---|------------|---|---|-----|-------------------|---|---|---|-----|--|--|--|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | | | | |
| | | | | | | | Reg 45 (1) | | | | | | | | | | | | |
| 82. | Energy Coordination Act section 11M, Energy Coordination (Customer Contracts) Reg 45 (2) | Trading Licence clause 5.1 | A licensee must from time to time provide the customer with advice with their bill that a customer service charter is available free of charge. | Trading | 5 | Obligation is not applicable as the customer service charter is no longer required | | | | | | | | | | | | | |
| 83. | Energy Coordination (Customer Contracts) Reg 46 (1) & (2) | Trading Licence clause 5.1 | Upon request, a licensee must provide a customer with a copy of the <i>Energy Coordination (Customer Contract) Regulations 2004</i> or a relevant code. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | |
| 84. | Energy Coordination (Customer Contracts) Reg 46 (4) | Trading Licence clause 5.1 | A licensee must ensure that a copy of the <i>Energy Coordination (Customer Contract) Regulations 2004</i> or a relevant code is available for inspection at its offices at no charge. | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | |
| 85. | Energy Coordination (Customer Contract) | Trading Licence clause 5.1 | A standard form contract must include a provision that the retailer or distributor must provide, install and maintain | Trading | 5 | | | | | ✓ | ✓ | | | | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|---|--|---|-----------------------|----------------|--|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| | Reg 28, clause 3.1.1(a) AGA Code | | equipment for the supply of gas up to the point of supply. | | | | | | | | | | | | |
| 86. | Energy Coordination (Customer Contract) Reg 28, clause 3.1.1(b) AGA Code | Trading Licence clause 5.1 | A standard form contract must include a provision that the retailer or distributor must provide, install and maintain metering and necessary equipment at the supply address. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 90. | Energy Coordination (Customer Contract) Reg 33 (3), clause 3.5.2.2 AGA Code | Trading Licence clause 5.1, Distribution Licence clause 5.1 | A licensee must ensure that any representatives seeking access to the supply address on its behalf wear, carry and show official identification. | Trading, Distribution | 5 | Obligation is not applicable as it forms part of the standard form contract which has been approved by the ERA. | | | | | | | | | |
| 91. | Energy Coordination (Customer Contract) Reg 42 | Trading Licence clause 5.1 | A licensee must notify a customer of any amendment to a nonstandard contract. | Trading | 5 | | | | | ✓ | | | | ✓ | |
| 96. | Energy Coordination Act section 11M | Distribution Licence clause 15.2 Trading Licence clause 16.2 | A licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit. | Distribution, Trading | 4 | | | | | ✓ | | | | ✓ | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|--------------------------|-------------------|-----------------|--|---|--|--------------------------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 97. | Energy Coordination Act section 11M | Distribution Licence clause 15.4 Trading Licence clause 16.4 | A licensee's independent auditor must be approved by the ERA prior to the audit. | Distribution, Trading | 5 | | | | |
| 99. | Energy Coordination Act section 11M | Distribution Licence clause 18 Trading Licence clause 20 | Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters. | Distribution, Trading | 5 | | | | | ✓ | ✓ | | | | |
| 100. | Energy Coordination Act section 11M | Distribution Licence clause 19.1 Trading Licence clause 21.1 | A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 101. | Energy Coordination Act section 11M | Distribution Licence clause 20 Trading Licence clause 22.1 | A licensee must report to the ERA if the licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the licensee's ability to meet its obligations under this licence within 10 business days of the change occurring. | Distribution, Trading | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | | |
|----------------------------------|-------------------------------------|---|---|-----------------------|----------------|-------------------|-------------------------------------|---|---|-----------------------|-------------------|---|---|---|-----|--|---|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | | |
| | | | | | | 102. ⁴ | Energy Coordination Act section 11M | Distribution Licence clause 21.1 Trading Licence clause 23.1 | A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the <i>Energy Coordination Act 1994</i> in the time, manner and form specified by the ERA. | Distribution, Trading | 2 | | ✓ | | | | |
| 103. | Energy Coordination Act section 11M | Distribution Licence clause 22 Trading Licence clause 24 | A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | | | |
| 106. | Energy Coordination Act section 11M | Trading Licence clause 12.2 | A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified by the ERA. | Trading | 5 | | | | | ✓ | | | | | | | ✓ |
| 107. | Energy Coordination Act section 11M | Trading Licence clause 12.3 | A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review. | Trading | 5 | | | | | ✓ | | | | | | | ✓ |

⁴ PwC notes that based on our assessment of the inherent risk and control adequacy for obligation 102 the audit priority is a 4; however, the assigned audit priority is a 2 as directed by the Authority.

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|--------------------------------|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 108. | Energy Coordination Act section 11M | Trading Licence clause 13.1 | A licensee must only amend the standard form contract in accordance with the <i>Energy Coordination Act 1994</i> and Regulations. | Trading | 4 | | | | |
| 109. | Energy Coordination Act section 11M | Trading Licence clause 15.1 and 15.2 | A licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 110. | Energy Coordination Act section 11M | Trading Licence Schedule 3 clause 1.5 | A licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer if requested by the ERA. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 111. | Energy Coordination Act section 11M | Trading Licence Schedule 3 clause 1.7 | A licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 112. | Energy Coordination Act section 11M | Trading Licence Schedule 3 clause 2.1 to 2.2 | A licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a distribution licence to enable for the safe and efficient operation of the relevant distribution system, | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | provided such disclosure does not prejudice the commercial interests of the licensee. | | | | | | |
| 113. | Energy Coordination Act section 11M | Trading Licence Schedule 3 clause 3.1 | A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 114. | Energy Coordination Act section 11ZPP | Trading Licence clause 19.1 | A licensee must comply with the <i>Gas Marketing Code of Conduct</i> . | Trading | 4 | | ✓ | | | | | ✓ | | | |
| 115. | Energy Coordination Act sections 11ZPP and 11M | Trading Licence clause 19.2 | A licensee must ensure all agents and employees comply with the <i>Gas Marketing Code of Conduct</i> . | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 116. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.1 | Trading Licence clause 19.1 | A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 117. | Energy Coordination Act section 11ZPP | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited consumer | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | | | | agreements are entered into in the manner and satisfying the conditions specified. | | | | | | | |
| 118. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.2(2) and clause 2.2(3) | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that the information specified in clause 2.2(2) is given to the customer no later than on or with the customer's first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information). | Trading | 4 | | | | | ✓ | ✓ | | | | | |
| 119. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(1) | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that non standard contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified. | Trading | 4 | | | | | ✓ | ✓ | | | | | |
| 120. | Energy Coordination Act section 11ZPP | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that the information specified is provided to the customer | Trading | 4 | | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| | Code of Conduct clause 2.3(2) | | before entering into a non- standard contract. | | | | | | | | | | | | |
| 121. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.3(3) and clause 2.3(4) | Trading Licence clause 19 | A retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 2.3(2) has been given, unless the retailer or gas marketing agent provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer requested to receive the information). | Trading | 2 | | | ✓ | | | | | ✓ | | |
| 122. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.4(1) | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed. | Trading | 4 | | | | | ✓ | | | | ✓ | |
| 123. | Energy Coordination Act section 11ZPP | Trading Licence clause 19 | A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--------------------------------|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | | | | | | | |
| | Code of Conduct clause 2.4(2) | | number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints. | | | | | | | | | | | | |
| 124. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.5(1) | Trading Licence clause 19 | A retailer or gas marketing agent who contacts a customer for the purposes of marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas ombudsman's telephone number and, for contact by a gas marketing agent, the gas marketing agent's marketing identification number. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 125. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.5(2) | Trading Licence clause 19 | A retailer or gas marketing agent who meets with a customer face to face for the purposes of marketing must: wear a clearly visible and legible identity card showing the information specified; and as soon as practicable provide the customer, in writing, the information specified. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 126. | Energy Coordination Act section 11ZPP | Trading Licence clause 19 | A retailer or gas marketing agent who visits a person's premises for the purposes of marketing, must comply with | Trading | 4 | | | | | ✓ | | | | ✓ | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--------------------------------|--|----------|-------------------|-----------------|----------------------------------|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Code of Conduct clause 2.6 | | any clearly visible signs at the premises indicating that canvassing is not permitted or no advertising material is to be left at the premises. | | | | | | |
| 127. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.8 | Trading Licence clause 19 | A person who carries out any marketing activity in the name of or for the benefit of a retailer or a gas marketing agent is to be taken to have been employed or authorised by the retailer or gas marketing agent to carry out that activity, unless the contrary is proved. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 128. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.9 | Trading Licence clause 19 | A gas marketing agent must: <ul style="list-style-type: none"> keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and on request by the gas ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|---|--|---|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | the complaint within 28 days of receiving the request. | | | | | | |
| 129. | Energy Coordination Act section 11ZPP Code of Conduct clause 2.10 | Trading Licence clause 19 | Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 134. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 3.1(1) | If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor. | Trading | 4 | | | | | ✓ | | | | ✓ | |
| 135. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 3.1(2) | Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day, if the request is received after 3pm or on a weekend or public holiday. | Trading | 4 | | | | | ✓ | | | | ✓ | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|--|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 136. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.1(a) | A retailer must issue a bill no more than once a month unless the conditions specified in 4.1(a)(i)-(iii) apply. | Trading | 4 | | ✓ | | |
| 137. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.1(b) | A retailer must issue a bill at least every 105 days unless the conditions specified are met. | Trading | 4 | | ✓ | | | | | ✓ | | | |
| 146. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.4 | A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 147. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.5(1) | Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1) (a)(cc) on the customer's bill. | Trading | 2 | | ✓ | | | | | ✓ | | | |
| 148. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.5(2) | Notwithstanding clause 4.5(1)(bb), a retailer is not obliged to include a graph or bar chart on the bill, if the bill meets the criteria specified in clauses 4.5(2)(a)-(c). | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|--|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 149. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.5(3) | If a retailer identifies and wishes to bill a customer for an historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with or on the customer's next bill. | Trading | 4 | | | | |
| 150. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.6(1) | A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's reading of the meter provided the retailer and the customer agreed that the customer will read the meter. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 152. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.7(1) | A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 153. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.7(2) | A retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1) (a). | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|----------|-------------------|-----------------|--|--|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 154. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.8(1) | A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter. | Trading | 4 | | | | |
| 155. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.8(2) | Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2) (a)-(c). | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 156. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.8(3) | Upon request, a retailer must inform a customer of the basis and the reason for the estimation. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 157. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.9 | If a retailer gives a customer an estimated bill, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 158. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.10 | If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter, and the customer subsequently requests the retailer to provide | Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | a bill based on a reading of the meter and provides access to the meter, and pays the retailer's reasonable charge for reading the meter (if any), the retailer must do so. | | | | | | |
| 159. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.11(1) | If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 160. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.11(2) | If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer. | Trading | 4 | | | | | ✓ | | | | ✓ | |
| 161. | Energy Coordination Act section M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.12(1) | If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions. | Trading | 4 | | | | | ✓ | | | | ✓ | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|--|---|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 162. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.12(2) | For the purpose of clause 4.12(1), the effective date of change in the tariff will be the date on which the last meter reading at the previous tariff was obtained; or, if the change requires an adjustment to the meter at the customer's supply address, the date the meter adjustment is completed. | Trading | 4 | | | | |
| 163. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.13 | If a customer's gas use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 164. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.14(1) | If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 165. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium | If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|---|----------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 4.14(2) | time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2) (a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer. | | | | | | |
| 165A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.14(3) | If the customer's account is in credit at the time of a account closure and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt. If after the set off, there remains an amount of credit, the retailer must ask the customer for instructions in accordance with clause 4.14(2). | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 166. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.15 | A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|--|--|---|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | | | | paying any future bills that are properly due. | | | | | | | |
| 167. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.16(1)(a) | <p>If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer</p> <ul style="list-style-type: none"> may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and <p>Must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p> | Trading | 4 | | | | | | | | | | | |
| 168. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 | <p>If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must adjust the bill in</p> | Trading | 4 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|-------------------------------------|--|---|----------|----------------|-----------------|---|------------------------------|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | Compendium clause 4.16(1)(b) | accordance with clauses 4.17 and 4.18. | | | | | | |
| 169. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.16(2) | The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 170. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.16(3) | If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 171. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.17(2) | If a retailer proposes to recover an amount undercharged as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must follow the procedure specified in clauses 4.17(2) (a)-(e). | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|---|---|---------|-------------------|---|---|---|-----|---|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 171A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.17(3) | A retailer may charge the customer interest or require the customer to pay a late payment fee only if, after notifying a customer of the amount to be recovered under subclause (2)(c), the customer has failed to pay the amount and has not entered into an instalment plan under subclause (2)(e). | Trading | 4 | | | | | ✓ |
| 172. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.18(2) and 4.18(5) | If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to clauses 4.18(6) and (7) ask the customer for instructions as to whether the amount should be credited to the customer's | Trading | 5 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | account; or repaid to the customer. No interest shall accrue to a credit or refund referred to in this clause. | | | | | | |
| 173. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.18(3) | If a retailer receives instructions under clause 4.18(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 174. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.18(4) | If a retailer does not receive instructions under clause 4.18(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 175. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.18(6) | If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause 4.18(2), or credit the amount to the customer's next bill. | Trading | 5 | | ✓ | | | | | ✓ | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|---|----------|-------------------|-----------------|--|---|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 175A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.18(7) | If a customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.18(2); or 4.18(6) where the amount is less than \$100. | Trading | 5 | | | | |
| 176. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.19(1) | If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d). | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 177. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium | If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|-------------------------------------|---|---|----------|-------------------|-----------------|---|----------------------------|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 4.19(2) and 4.19(6) | <p>use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and 4.19(7), ask the customer for instructions as to whether the amount should be -</p> <ul style="list-style-type: none"> credited to the customer's account; repaid to the customer; or Included as a part of the new bill smoothing arrangement if the adjustment arises under clauses 4.3(2)(a)-(b). <p>No interest shall accrue to a credit or refund referred to in this clause.</p> | | | | | | |
| 178. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.19(3) | If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|-------------------------------------|--|--|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | business days of receiving the instructions. | | | | | | |
| 179. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.19(4) | If a retailer does not receive instructions under clause 4.19(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account. | Trading | 5 | | | | | ✓ | ✓ | | | | |
| 180. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 4.19(5) | If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and <ul style="list-style-type: none"> ask the customer for instructions under clause 4.19(2); or Credit the amount to the customer's next bill. | Trading | 5 | | ✓ | | | | ✓ | | | | |
| 180A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium | If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|---|----------|-------------------|-----------------|---|----------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 4.19(7) | customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100. | | | | | | |
| 181. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.1 | The due date on the bill must be at least 12 business days from the date of that bill, unless otherwise agreed with the customer. The date of the dispatch is the date of the bill, unless the retailer specifies a later date. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 182. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.2 | Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods: <ul style="list-style-type: none"> in person at 1 or more payment outlets located within the Local | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|-------------------------------------|---|---|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | <p>Government District of the customer's supply address;</p> <ul style="list-style-type: none"> • by mail; • for residential customers, by Centrepay; • electronically by means of BPay or credit card; and <p>By telephone by means of credit card or debit card.</p> | | | | | | |
| 183. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.3 | Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 184. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.4 | A retailer must accept payment in advance from a customer on request. The minimum amount a retailer will accept an advance payment is \$20, unless otherwise agreed with a customer. | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|---|---|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 185. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.5 | If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer's bill to a third person, at no charge. | Trading | 4 | | | | |
| 186. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.6(1) | A retailer must not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(a)-(d). | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 186A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.6(2) | If a retailer has charged a late payment fee in the circumstances set out in clause 5.6(1) (c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 187. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.6(3) | If a retailer has charged a residential customer a late fee, a retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice. | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|--|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 188. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.6(4) | A retailer must not charge a residential customer more than 3 late payment fees in relation to the same bill, or more than 12 late payment fees in a year. | Trading | 4 | | | | |
| 189. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.6(5) | If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 190. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.7(1) | A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in clause 5.7(1), unless the retailer and the customer have agreed to an alternative date. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 191. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.7(2) | If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|----------|-------------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | for gas consumed at the customer's supply address from the date the customer gave the retailer notice. | | | | | | |
| 192. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.7(3) | Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 193. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.7(4) | Notwithstanding clauses 5.7(1) and 5.7(2), a retailer must not require a customer to pay for gas consumed at the customer's supply address in the circumstances specified in clauses 5.7(4) (a)-(c). ⁵ | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 195. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium | A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is | Trading | 4 | | | | | ✓ | ✓ | | | | |

⁵ In accordance with clause 5.7(5), notwithstanding clauses 5.7(1), 5.7(2) and 5.7(4), a retailer's right to payment does not terminate with regard to any payment that was due up until the termination of the contract.

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|----------|-------------------|-----------------|---|---------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 5.8(1) | experiencing payment difficulties or financial hardship; or while a residential customer continues to make payments under an alternative payment arrangement. | | | | | | |
| 196. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.8(2) | A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 196A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 5.9 | If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer must obtain the other customer's verifiable consent to the transfer of debt. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 198. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.1(1) | A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within 5 business days from when the residential customer informs the retailer about the payment problems. | Trading | 3 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | If the retailer cannot make the assessment within 5 business days, it must refer the customer to a relevant consumer representative to make the assessment. | | | | | | |
| 198A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.1(2) | If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1) (a). | Trading | 3 | | | | | ✓ | | | | | ✓ |
| 199. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.1(3) | When undertaking an assessment regarding payment difficulties or financial hardship, the retailer must, unless the retailer adopts an assessment from a relevant consumer representative, give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or advice given by a relevant consumer representative. | Trading | 3 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|----------|-------------------|-----------------|--|--|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 200. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.1(4) | A retailer must advise a residential customer on request of the details of an assessment. | Trading | 3 | ✓ | | | |
| 200A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.2(1) | If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions. | Trading | 3 | | | | | ✓ | | | | | ✓ |
| 201. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.2(2) | If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay. | Trading | 3 | ✓ | | | | | ✓ | | | | |
| 202. | Energy Coordination | Trading Licence clause 2.1 and Schedule 2 | A retailer must allow a temporary suspension of | Trading | 3 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|----------|-------------------|-----------------|--------------------|-----------------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Act section 11M | Compendium clause 6.2(3) | actions for a period of at least 15 business days. | | | | | | |
| 203. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.2(4) | If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request. | Trading | 3 | | | | | ✓ | | | | | ✓ |
| 204. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.3(1) | If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1). ⁶ | Trading | 3 | | ✓ | | | | ✓ | | | | |
| 205. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium | A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the payment | Trading | 3 | ✓ | | | | | ✓ | | | | |

⁶ In accordance with clause 6.3(2), clause 6.3(1) does not apply if a retailer is unable to make an assessment under clause 6.1 as a result of an act or omission by a residential customer.

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|-------------------------------------|--|--|----------|-------------------|-----------------|---|---------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 6.4(1) | arrangements that are specified in clauses 6.4(1)(a) and (b). | | | | | | |
| 206. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.4(2) | When offering or amending an instalment plan to a residential customer a retailer must ensure that the instalment plan is fair and reasonable taking into account the customer's capacity to pay and consumption history, and comply with clause 6.4(3). | Trading | 3 | ✓ | | | | | ✓ | | | | |
| 206A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.4(3) | If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes. | Trading | 3 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|---|--|--|--|----------|-------------------|-----------------|--|--|--|---------|-------------------|---|---|---|-----|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 207. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.4(4) | If a residential customer has in the previous 12 months had 2 instalment plans cancelled due to non-payment, a retailer does not have to offer that residential customer another instalment plan, unless the retailer is satisfied that the residential customer will comply with the proposed plan. | Trading | 3 | ✓ | | | | |
| 208. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.6(1) | A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative, for a reduction of the customer's fees, charges, or debt. | Trading | 3 | ✓ | | | | | ✓ | | | | | |
| 209. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.6(2) | In giving reasonable consideration under clause 6.6(1), a retailer should refer to the hardship procedures referred to in clause 6.10(3). | Trading | 3 | ✓ | | | | | ✓ | | | | | |
| 210. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.7 | If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer's obligations under the previously elected payment arrangement, a | Trading | 3 | ✓ | | | | | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|-------------------------------------|---|---|----------|----------------|-----------------|---|---|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan. | | | | | | |
| 211. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.8 | A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8. | Trading | 3 | | ✓ | | | | | ✓ | | | |
| 212. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.9(1) | A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives. | Trading | 3 | | | | | ✓ | | | | ✓ | |
| 213. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.9(2) | A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers. | Trading | 3 | | | | | ✓ | | | | ✓ | |
| 214. | Energy Coordination | Trading Licence clause 2.1 and Schedule 2 | A retailer must develop a hardship policy and hardship procedures to assist customers experiencing | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|---|----------|-------------------|-----------------|--------------------|------------------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Act section 11M | Compendium clause 6.10(1) | financial hardship in meeting their financial obligations and responsibilities to the retailer. | | | | | | |
| 215. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.10(2) | A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2). | Trading | 4 | | ✓ | | | | | ✓ | | | |
| 215A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.10(3) | A retailer must ensure that its hardship procedures comply with the criteria specified in clause 6.10(3). | Trading | 4 | | | | ✓ | ✓ | | | | | |
| 216. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.10(4) | If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge. | Trading | 4 | | | | ✓ | ✓ | | | | | |
| 219. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.10(6) | If directed by the ERA, the retailer must review its hardship policy and hardship procedures and submit to the ERA the results of that review within 5 business days after it is completed. | Trading | 4 | | | | ✓ | | | | | | ✓ |
| 220. | Energy Coordination | Trading Licence clause 2.1 and Schedule 2 | A retailer must comply with the ERA's Financial Hardship Policy Guidelines. | Trading | 4 | | ✓ | | | | | ✓ | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|--------------------|------------------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Act section 11M | Compendium clause 6.10(7) | | | | | | | |
| 220A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.10(8) | If a retailer makes a material amendment to its hardship policy, the retailer must submit a copy of the amended policy to the ERA within 5 business days of the amendment. | Trading | 4 | | | | | ✓ | | | | | ✓ |
| 221. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 6.11 | A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 222. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 7.1 | A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2). | Trading | 2 | ✓ | | | | | ✓ | | | | |
| 223. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 7.2(1) | A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 7.2(1). | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|--------------------------|-------------------|-----------------|--|---|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 225. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 7.4 | A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in clause 7.4(1) are satisfied. A retailer may arrange for a distributor to carry out 1 or more of the requirements referred to in clause 7.4(1) on behalf of the retailer. | Trading | 4 | | | | |
| 227. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 7.6 | A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified in clause 7.6. | Distribution, Trading | 2 | ✓ | | | | | ✓ | | | | |
| 228. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 8.1(1) | In the circumstances specified in clause 8.1(1)(a)-(c), a retailer must arrange for reconnection of the customer's supply address if the customer makes a request for reconnection, and pays the retailer's reasonable charges for reconnection (if any) or accepts an offer of an | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | instalment plan for the retailer's reasonable charges for reconnection. | | | | | | |
| 229. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 8.1(2) | A retailer must forward the request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 231. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.1(1) | A retailer must give notice to each of its customers affected by a variation in its tariffs no later than the next bill in the customer's billing cycle. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 232. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.1(2) | A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including any alternative tariffs that may be available to the customer. | Trading | 4 | | ✓ | | | | | | | | ✓ |
| 233. | Energy Coordination | Trading Licence clause 2.1 and Schedule 2 | A retailer must give a customer the information requested on tariffs within 8 business days of the date of | Trading | 4 | | ✓ | | | | | | | | ✓ |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|---|--|----------|-------------------|-----------------|--------------------|------------------------------|--|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Act section 11M | Compendium clause 10.1(3) | receipt of the request and, if requested, a retailer must provide the information in writing. | | | | | | |
| 234. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.2(1) | A retailer must, on request, give a customer their billing data. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 235. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.2(2) | A retailer must give the requested billing data at no charge if a customer requests their billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer. | Trading | 4 | | ✓ | | | | | | | ✓ | |
| 236. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.2(3) | A retailer must give the requested billing data within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data. | Trading | 4 | | ✓ | | | | | | | ✓ | |
| 237. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.2(4) | A retailer must keep a customer's billing data for 7 years. | Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|----------------------------------|-------------------------------------|---|--|----------|----------------|-----------------|-------------------------------------|---|--|---------|-------------------|---|---|---|-----|---|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 238. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.3 | A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer).. | Trading | 4 | | | | | ✓ |
| 239. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.4 | A retailer must give, or make available, to a customer on request and at no charge, general information on: cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances. | Trading | 4 | | | | | ✓ | ✓ | | | | | |
| 240. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.5 | If a customer asks for information relating to the distribution of gas, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response. | Trading | 4 | | | | | ✓ | ✓ | | | | | |
| 241. | Energy Coordination | Trading Licence clause 2.1 and Schedule 2 | A retailer must, within 3 months of being subject to the Compendium, lodge with the | Trading | 4 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|----------------------------------|-------------------------------------|---|--|-----------------------|----------------|-----------------|-----------------|----------------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | Act section 11M | Compendium clause 10.5A(1) | ERA, a gas customer safety awareness programme. | | | | | | |
| 242. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.5A(2) | A retailer must consult with the ERA when preparing the gas customer safety awareness programme. | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 243. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 10.5A(3) | A gas customer safety awareness programme is to communicate information to customers regarding safety in the use of gas and must address, at a minimum, the information referred to in clause 10.5A (3) (a)-(e). | Trading | 4 | | | | | ✓ | ✓ | | | | |
| 245. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 10.9 | A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand. | Distribution, Trading | 5 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | | |
|----------------------------------|-------------------------------------|---|---|-----------------------|----------------|-----------------|-------------------------------------|---|---|---------|-------------------|---|---|---|-----|--|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R | |
| | | | | | | 246. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 10.10(1) | A retailer must advise a customer on request how the customer can obtain a copy of the Gas Marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website. | Trading | 4 | | ✓ | | | |
| 249. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 10.11(1) | A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies). | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | | |
| 250. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 10.11(2) | A retailer and, if appropriate, a distributor must include on a residential customer's bill and bill related information, reminder notice and disconnection warning the telephone numbers for: <ul style="list-style-type: none"> its TTY services; independent multi-lingual services; and | Distribution, Trading | 4 | | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|-------------------------------------|--|---|-----------------------|-------------------|-----------------|---|---|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | | Interpreter services with the National Interpreter Symbol and the words "Interpreter Services". | | | | | | |
| 251. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.1(1) | A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 252. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.1(2) | The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014 and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c). The complaints handling process must be available at no cost to customers. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 254. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium | When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|--------------------------|-------------------|-----------------|---|-------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | clause 12.1(3)(a) | accordance with its complaints handling process). | | | | | | |
| 255. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.1(3)(b) | When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman. | Distribution, Trading | 4 | | ✓ | | | | | ✓ | | | |
| 255A. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.1(4) | A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and respond to the complaint within 20 business days. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|---|--------------------------|-------------------|-----------------|--|--|--|---------|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | 256. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 12.2 | A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints. | Trading | 4 | | | | |
| 257. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.3 | A retailer, distributor and gas marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 258. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 Compendium clause 12.4 | When a retailer, distributor or gas marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known). | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |
| 281. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Distribution Licence clause 2.1 and Schedule 2 | A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |

| Licence Obligation Reference No. | License condition | Obligations under condition | Description | Licensee | Audit priority | Controls rating | | | | | Compliance rating | | | | |
|---|--|--|--|--------------------------|-------------------|-----------------|---|---------------------------|---|-----|-------------------|---|---|---|-----|
| | | | | | | A | B | C | D | N/P | 1 | 2 | 3 | 4 | N/R |
| | | | | | | | | Compendium clause 13.1 | | | | | | | |
| 282. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 13.2 | A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA. | Distribution, Trading | 4 | | ✓ | | | | | ✓ | | | |
| 283. | Energy Coordination Act section 11M | Trading Licence clause 2.1 and Schedule 2 Compendium clause 13.3 | A report referred to in clause 13.1 must be published by the date specified by the ERA. | Distribution, Trading | 4 | | | | | ✓ | ✓ | | | | |

4 Detailed findings, recommendations and action plans

This section has been structured in subsections for the relevant Codes and Regulations against which we assessed Origin's compliance.

Assessment of compliance adequacy

- **Findings** – the auditors understanding of the process and any issues that have been identified during the audit
- **Recommendations** – recommendations for improvement or enhancement of the process of control

The compliance and control adequacy rating have been summarised below for each sub-section below.

Table 6: Detailed Recommendations

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|---|-----------------|-------------------|
| 1. | A licensee must pay the applicable fees in accordance with the Regulations. (Energy Coordination (Licensing Fees) Regulations Clause 4 & 5) Energy Coordination Act section 11Q(1-2) | 4 | Through discussion with the Group Manager (Retail Compliance & Origin Privacy) and examination of annual invoices and remittances for FY17 and FY18, we determined that: <ul style="list-style-type: none"> • Payment is made in accordance with Origin's accounts payable process through SAP, typically following receipt of the applicable invoice from the ERA, however should the ERA not provide an applicable invoice, Origin is aware of and monitors its obligation to pay licence fees within one month of the licence anniversary. • The licence fees due during the audit period were paid in accordance with the requirements of the Regulations. | N/P | 1 |
| 2. | A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form or non-standard contract. Energy Coordination Act section 11WG(1) | 4 | Through discussion with the Compliance Analyst and examination of Origin's customer account set up procedures, we determined that: <ul style="list-style-type: none"> • Origin supplies gas to small use residential customers under a Standard Form Contract. • The latest version of the Standard Form Contract has been approved by the ERA and located on each of the ERA's and Origin's websites. • Origin also uses a Non-Standard Form Contract to supply gas to small use residential customers at discounted rates • The non-standard contract complies with the Act <p>Origin only supplies gas to customers under a standard or non-standard contract.</p> | N/P | 1 |
| 3. | A licensee must comply with a direction given to the licensee under section 11WL. Energy Coordination Act section 11WG(2) | 4 | Through discussion with the Compliance Analyst and examination of clause 25 of the standard form contract we determined that: | N/P | NR |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|--|-----------------|-------------------|
| | | | Should the ERA request changes to the standard form contract, Origin has processes in place to review and progress, in accordance with section 11WI, within the conditions specified by the ERA. The Compliance Analyst confirmed (supported by the ERA website) that the ERA reviewed its standard form contract during the audit period 30 May 2017. | | |
| 4. | Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading licence. Energy Coordination Act section 11WK(1-2) | 5 | Through discussions with the Billing team and examination of Origin's vacant premises procedures, we determined that Origin consider the customer to be under a Standard Form Contract with Origin until the customer contacts Origin regarding their account. Origin did not bill these customers or charge them any fees associated with a non-standard contract. In addition Origin did not disconnect the supply for non-payment for any vacant consumption customers during the audit period. | N/P | 1 |
| 5. | A standard form contract continues in force until it is terminated or supply becomes subject to a non-standard contract with the supplier. Energy Coordination Act section 11WK(3) | 5 | Through discussion with Compliance Analyst and examination of Origin's connection and disconnection procedures, we determined that Origins' processes outline that the Standard Form Contract continues to be in force unless: <ul style="list-style-type: none"> • The customer requests to be disconnected; or • Origin progresses with the disconnection strategy due to non-payment; or • The supply becomes subject to a non-standard contract. | N/P | 1 |
| 6. | A licensee must take reasonable steps to minimise the extent of the duration of any interruption, suspension or restriction of the supply of gas due to an accident, emergency, potential danger or other unavoidable cause. Energy Coordination Act section 11X(3) | 5 | The Industry and Network Relations manager confirmed that there were no interruptions, suspensions or restrictions of the supply of gas to a customer due to an accident, emergency, potential danger or other unavoidable cause during the audit period. | N/P | N/R |
| 17. | A licensee must pay the costs and expenses incurred in the taking of an interest or easement in respect of land held by a public authority. Energy Coordination Act section 11ZK(3) | 5 | The Group Manager (Retail Compliance & Origin Privacy) confirmed that, in relation to the purposes of operating under the Licence, Origin had not taken an interest or easement in respect of land held by a public authority during the audit period | N/P | N/R |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| 19. | Energy Coordination Act section 11ZOR(2) | 4 | <p>The Australian Energy Market Operator (AEMO) was appointed as the administrator of the approved retail market scheme covering the distribution systems in which Origin is licensed to operate.</p> <p>From examination of the AEMO website and discussion with the Group Manager, Retail and Compliance, we confirmed that Origin was a member of AEMO for the duration of the audit period.</p> | N/P | 1 |
| 20. | A licensee must not engage in prohibited conduct relating to the operation of a retail market scheme. Energy Coordination Act section 11ZOV(1) | 4 | <p>Prohibited conduct is defined by the Energy Coordination Act s.11ZOV as preventing or hindering the operation of the retail market scheme. The Group Manager (Retail Compliance & Origin Privacy) advised that for the period subject to audit, Origin has not engaged or assisted another party to engage in prohibited conduct relating to the operation of the retail market scheme.</p> | N/P | 1 |
| 21. | A licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme. Energy Coordination Act section 11ZOV(2) | 4 | <p>To monitor this activity Origin has a Retail Risk, Assurance & Compliance functions that meet formally with the Retail Leadership Team (Executive General Manager and General Managers) every 2 months for a Retail RAC governance forum.</p> <p>Other attendees include the IT and Cyber Security leadership teams. Discussion are held in regards to performance including any breaches reported, issues, rule changes, industry trends and regulatory landscape.</p> <p>In addition to this, Retail operate a Retail Incident Forum (RIF) fortnightly where matters logged in the Retail Incident Management Register (RIMs) for root cause analysis and resolution (including reporting as required) are tracked through to resolution. Further, the Retail Compliance team manage a Retail Obligations Register and are engaged for advice on a range of matters including rule interpretation and compliance advice.</p> | | |
| 22. | A licensee, as a member of a retail scheme, must comply with a direction given to it by the ERA to amend the scheme, and to do so within a specified time. Energy Coordination Act section 11ZOZ(3) | 4 | <p>The Group Manager (Retail Compliance & Origin Privacy) confirmed that Origin has not been given a direction by the ERA to amend the scheme within the audit period.</p> | N/P | NR |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|--|-----------------|-------------------|
| 24. | The licensee must not supply gas to customers unless the licensee is a member of an approved Gas Industry Ombudsman Scheme and is bound by any decision or direction of the ombudsman under the Scheme. Energy Coordination Act section 11ZQH | 4 | Through discussion with the Compliance Manager and examination of Origin's Gas Trading Licence and, its annual invoices and remittances for FY 17 and FY 18 to the ombudsman, we determined that Origin: Is precluded by its gas trading licence from supplying gas to small use customers unless it is a member of the approved gas industry ombudsman scheme. As evidenced by the invoice and remittance we confirmed Origin was a member of the ombudsman scheme during the audit period. | N/P | 1 |
| 29. | A licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area. Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 5(1) | 4 | Through discussion with the Group Manager of Retail Compliance and examination of Origin's standard & non-standard form contracts and we determined that: <ul style="list-style-type: none"> • Origin supplies gas to the Mid-West/South-West areas • Origin applies capped tariffs to the areas of supply • Those tariffs do not exceed the regulated price cap on gas tariffs | N/P | 1 |
| 30. | A licensee is required to offer to supply gas to each of its existing standard contract customers under the terms of the customer's existing contract but at a capped tariff unless the existing contract already entitles the customer to be supplied at a capped tariff. Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(2) | 4 | As Origin only began supplying gas in WA in May 2017 this obligation does not apply to Origin. | N/A | N/A |
| 31. | When offering to supply gas to a new customer under a standard form contract, a licensee is to offer to supply gas at a capped tariff. Energy Coordination Act section 11M Energy Coordination (Gas Tariffs) Regulations 2000 reg. 6(4) | 4 | Through discussion with the Group Manager of Retail Compliance, examination of Origin's standard & non-standard form contracts, we determined that Origin's processes provide for: <ul style="list-style-type: none"> • Tariffs (capped and not exceeding the regulated price cap on gas tariffs) to be set within Origin's SAP system and only amended by the Pricing team with explicit management approval. • All existing and new customers who are supplied gas under a standard form contract to be offered gas supply at the capped tariffs. Those tariffs to be automatically attached to customer accounts. | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|--|-----------------|-------------------|
| 32. | <p>Without limiting subregulation (1), a customer contract must prohibit a retail supplier, except in circumstances where disconnection is required under the Gas Standards Act 1972, from disconnecting supply or causing disconnection to occur if –</p> <p>(a) the customer has provided to the retail supplier a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the customer's supply address; and</p> <p>(b) the customer has entered into arrangements acceptable to the retail supplier in relation to payment for gas supplied.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (2)</p> | 4 | <p>Through examination of the non-standard contract we confirmed that clause 18 of the contract states that Origin will not arrange for disconnection of customers gas supply in the following circumstances:</p> <ul style="list-style-type: none"> health reasons where a written statement from a medical practitioner has been provided stating the supply is necessary in order to protect the health of a person who lives at your Supply Address; Customer has entered into arrangements acceptable to Origin in relation to payment for gas supplied. | N/P | 1 |
| 33. | <p>Before disconnecting supply for non-payment of a bill, a licensee must give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day).</p> <p>Energy Coordination (Customer Contracts) Reg 12 (4)(a)</p> | 4 | <p>Through examination of the non-standard contract we confirmed that clause 19 of the contract addresses Origins actions before they disconnect customers. Per the contract when a customer has not paid their bill Origin will provide the following information before disconnecting:</p> <ul style="list-style-type: none"> a written reminder notice not less than 14 Business Days after the date on which the bill was issued, telling the customer that a payment is overdue and requiring payment by a specified date (at least 20 Business Days after the date on which the bill was issued). | N/P | 1 |
| 34. | <p>Before disconnecting supply for non-payment of a bill, a licensee must give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given).</p> | 4 | <p>Through examination of the non-standard contract we confirmed that clause 19 of the contract addresses Origins actions before they disconnect customers. Per the contract when a customer has not paid their bill by the date on the reminder notice Origin will provide the following information before disconnecting:</p> <ul style="list-style-type: none"> a written disconnection warning notice not less than 22 Business Days after the date on which the bill was issued, telling the | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| | Energy Coordination (Customer Contracts) Reg 12 (4)(b) | | customer that they will be disconnected unless they pay by a specified date (at least 10 Business Days after the date the disconnection warning was given). | | |
| 35. | A licensee must reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee. Energy Coordination (Customer Contracts) Reg 12 (5)(a) | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin's contract terms for reconnecting customers. Per the contract when a customer requests a reconnection Origin must reconnect the gas supply if: <ul style="list-style-type: none"> within 10 Business Days after disconnection for non-payment of a bill, the customer pays the overdue amount or make an arrangement with Origin for its payment; | N/P | 1 |
| 36. | A licensee must reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee. Energy Coordination (Customer Contracts) Reg 12 (5)(b) | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin's contract terms for reconnecting customers. Per the contract when a customer requests a reconnection Origin must reconnect the gas supply if: <ul style="list-style-type: none"> within 10 Business Days after disconnection for denial of access to a meter, the customer provides access to the meter. | N/P | 1 |
| 37. | A licensee must reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee. Energy Coordination (Customer Contracts) Reg 12 (5)(c) | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin's contract terms for reconnecting customers. Per the contract when a customer requests a reconnection Origin must reconnect the gas supply if: <ul style="list-style-type: none"> within 10 Business Days after disconnection for illegal use of gas, the customer stops using gas illegally and pays for the gas used or makes an arrangement with Origin to do so. | N/P | 1 |
| 38. | A licensee must reconnect supply to a customer within 10 business days after disconnection for refusal to pay a refundable advance, if the customer pays the refundable advance and the customer has paid any applicable reconnection fee. Energy Coordination (Customer Contracts) | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin's contract terms for reconnecting customers. Per the contract when a customer requests a reconnection Origin must reconnect the gas supply if: <ul style="list-style-type: none"> within 10 Business Days after disconnection for refusal to pay a Security Deposit, a customer pays the Security Deposit. | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|--|-----------------|-------------------|
| | Reg 12 (5)(d) | | | | |
| 39. | A licensee must reconnect supply to a customer within 20 business days after disconnection in an emergency situation or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for disconnection has been rectified, and if the customer has paid any applicable reconnection fee. Energy Coordination (Customer Contracts) Reg 12 (5)(e) | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin's contract terms for reconnecting customers. Per the contract when a customer requests a reconnection Origin must reconnect the gas supply if: <ul style="list-style-type: none"> within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified. | N/P | 1 |
| 40. | A licensee must not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it. Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.1.2 AGA Code | 5 | Through examination of the non-standard contract we confirmed that clause 19 of the contract addresses Origin's contract terms for disconnecting customers. Per the contract Origin will not disconnect until the following have occurred: For residential customers: <ul style="list-style-type: none"> offered an instalment plan or other payment option provided information about government concessions For business customers: <ul style="list-style-type: none"> offered an extension of time to pay For all customers: <ul style="list-style-type: none"> use their best endeavours to contact the customer not disconnect you until at least one Business Day after the date we say we will do so in the disconnection warning notice if an instalment plan or other payment option is offered as contemplated above, Origin will not disconnect if the customer accepts our offer, unless, after doing so the customer does not take any reasonable action towards settling the debt within the time specified in the offer. | N/P | 1 |
| 41. | A licensee must not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it. Energy Coordination | 5 | As per clause 17 Origin will use their best endeavours to contact customers and give them five Business Days' notice of their intention to arrange for disconnection. In addition clause 17 states that if a customer's meter has not been able to be read for the purposes of issuing three consecutive bills due to a lack of access to the Supply Address. Origin can only arrange for disconnection in this instance if Origin have: | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|---|-----------------|-------------------|
| | (Customer Contracts) Reg 12 (6), Clause 5.1.1.3 AGA Code | | <ul style="list-style-type: none"> given the customer a chance to offer reasonable alternative access arrangements; | | |
| 42. | <p>A licensee must not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles, the customer is given the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.2.1 & 5.1.2.2 AGA Code</p> | 5 | <ul style="list-style-type: none"> on each occasion that your Supply Address could not be accessed, given the customer five Business Days' written notice of the next scheduled meter reading and requested access to the meter at that time; and used our best endeavours to contact you and given you five Business Days' notice of our intention to arrange for disconnection; | N/P | 1 |
| 43. | <p>A licensee who disconnects in the event of an emergency must provide a 24 hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.3.1 & 5.1.3.2 of the AGA Code</p> | 5 | <p>Through examination of the non-standard contract we confirmed that clause 17 of the contract addresses disconnecting customers. Per the contract when a customer is to be disconnected Origin must supply the following:</p> <ul style="list-style-type: none"> 24 hour information service, provided by the distributor including information on the nature of the emergency and an estimate of the time when supply will be restored. The distributors must use best endeavours to reconnect customers as soon as possible; for health and safety reasons, except in an emergency or where there is a need to reduce the risk of fire or where required by the Regulatory Requirements: <ul style="list-style-type: none"> written notice of the reasons; five Business Days to remove the reason (where customers are able to do so); and at the end of the five Business Days give customers another five Business Days' notice of Origin intention to disconnect | N/P | 1 |
| 44. | <p>A licensee who disconnects supply for health and safety reasons must provide the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.4.1 & 5.1.4.2 AGA Code</p> | 5 | | | |

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| 45. | <p>A licensee who disconnects supply for planned maintenance must provide the customer 4 days written notice; and used best endeavours to minimise disruption and restore supply.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clauses 5.1.5.1 & 5.1.5.2 AGA Code</p> | 5 | <p>d. Requirements to provide notice and provide the customer with opportunity to remove the reason where the customer is able</p> <p>Where your Distributor intends to undertake inspections, repairs, testing or maintenance of the distribution system the notice period will be:</p> <ul style="list-style-type: none"> • four days for planned maintenance and • for any other work, at least 24 hours or such longer period specified by the Regulatory Requirements. <p>Distributor will use its best endeavours to minimise interruptions due to planned maintenance or augmentation and restore your gas supply as soon as practicable.</p> | | |
| 46. | <p>A licensee must not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.7.2 AGA Code</p> | 5 | <p>The Credit Insights Specialist, confirmed that Origin does not require customers to pay a refundable advance as security over consumption in case of default. However per the non-standard contract clause 17 Origin may disconnect a customer if a customer refused to provide a Security Deposit so long as Origin provides the customer not less than five Business Days' notice of our intention to do so.</p> | N/P | 1 |
| 47. | <p>A licensee must not disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(a) AGA Code</p> | 5 | <p>Through discussion with the Credit Insights Specialist, we determined that Origin's procedures do not allow a disconnection request to be submitted if the outstanding bill is lower than the average bill for the past 12 months or if Origin has entered a payment arrangement with the customer.</p> <p>Service requests for disconnection can only be submitted when Origin has exhausted its methods for contacting the customer and the outstanding bill is greater than \$300. Origin has not identified any instance where such procedures have not been complied with.</p> | N/P | 1 |
| 48. | <p>A licensee must not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved.</p> <p>Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(b) AGA Code</p> | 5 | <p>Although there is no internal policy regarding not disconnecting customers when bills owed are less than the average bill over the past 12 months the</p> | N/P | 1 |

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| 49. | A licensee must not disconnect supply where an application for a government concession has not been decided. Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(c) AGA Code | 5 | disconnection checklist ensure customers who have committed to a payment plan are not disconnected. As per the non-standard contract clause 18 Origin will not disconnect customers in the following circumstances: | N/P | 1 |
| 50. | A licensee must not disconnect supply where a customer has failed to pay a debt that is not a direct service charge. Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(d) AGA Code | 5 | <ul style="list-style-type: none"> where the amount outstanding is less than an average bill over the last 12 months and the customer has agreed to repay the amount; if the customer has made a complaint which remains unresolved and the complaint is directly related to the reason for the proposed disconnection; where the customer has made an application for a government concession or grant and the application has not been decided;; where the customer has failed to pay an amount on a bill which does not relate to the supply charge, energy usage charge or other charges contemplated by the Regulatory Requirements; after 3pm on a weekday; on a Friday, a weekend, a public holiday or the day before a public holiday. | N/P | 1 |
| 51. | A licensee must not disconnect supply after 3pm on any day; and not on a Friday, weekend or public holiday or on a day before a public holiday unless it is a planned interruption. Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.1.8.1(e) and (f) AGA Code | 5 | | N/P | 1 |
| 52. | If a licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day. Energy Coordination (Customer Contracts) Reg 12 (6), Clause 5.2.2.2 AGA Code | 5 | Through examination of the non-standard contract we confirmed that clause 20 of the contract addresses Origin' contract terms for reconnecting customers. Per the contract when a customer is to be reconnected and the request was after 3pm on a business day, Origin must ask the Distributor to reconnect customer as soon as possible on the next Business Day | N/P | 1 |
| 53. | If a licensee uses a refundable advance to offset an amount owed, it must provide to the customer an account of its use and pay any balance within 10 business days to the customer. Energy Coordination (Customer Contracts) Reg 13 (1), Clause 4.4.6.2 AGA Code | 5 | The Credit Insights Specialist confirmed that Origin does not require customers to pay a refundable advance as security over consumption in case of default. Through examination of the non-standard contract we confirmed that clause 6 of the contract addresses Origins contract terms for security deposits. Per the contract the following conditions are in place for security deposit: | N/P | 1 |

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| 54. | A licensee must place refundable advances in separate trust accounts and separately identify the amounts in its accounting records. Energy Coordination (Customer Contracts) Reg 13 (3) | 5 | <ul style="list-style-type: none"> If Origin uses a customer Security Deposit or any interest to offset amounts owed to them they tell the customer and refund them the balance of the Security Deposit (if any) within 10 Business Days Origin must keep any Security Deposit in a separate trust account and separately identify the Security Deposit in their accounting records If Origin no longer require the Security Deposit, they'll return it and any interest through a credit on the customer's bill, or if the customer has closed their account, through Origin's standard processes to refund account credits. | | |
| 55. | A licensee must return interest earned on refundable advances accounts to customers. Energy Coordination (Customer Contracts) Reg 13 (4) | 5 | | | |
| 56. | A licensee must inform customers that the supply charge is either for residential or non residential supply; includes a specified fixed component and specified usage component; and describes the circumstances a customer needs to meet to qualify for residential tariffs. Energy Coordination (Customer Contracts) Reg 14 (2) | 5 | <p>Through discussion with the Credit Insights Specialist and observation of Origin's training materials, customer welcome pack and publicly available information on the Origin website, we determined that Origin provides a breakdown of supply charges by contract type, in accordance with the requirement of Regulation 14(2).</p> <p>Per the non-standard contract clause 8, if a customer is a Small Customer, the supply charge and energy usage charges are either residential or non-residential charges. A customer must pay the residential Charges if they are a Residential Customer and the non-residential Charges if they are not.</p> | N/P | 1 |
| 57. | A licensee must give notice of the tariffs charged and provide these notices to customers without charge upon request. Energy Coordination (Customer Contracts) Reg 14 (3), Clauses 4.1.2.1 & 4.1.2.2 AGA Code | 5 | Through examination of the non-standard contract clause 8 Origin will give notice of the charges in the Government Gazette, newspaper, a notice to the customer or as agreed with the Economic Regulation Authority. Customers can also ask Origin to send them a copy of the Charges at no charge. | N/P | 1 |
| 58. | A licensee must give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill. Energy Coordination (Customer Contracts) Reg 14, Clause 4.1.3.1 & 4.1.3.2 | 5 | Through examination of the non-standard contract clause 9 allows for the notice of variation to be provided, no later than the customer's next bill. | N/P | 1 |

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| | AGA Code | | | | |
| 59. | A licensee must issue a bill to a customer at least once every 3 months, unless agreed otherwise. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.1 AGA Code | 4 | Through examination of the non- standard contract clause 10 the Billing Period will be at least every three months. | N/P | 1 |
| 60. | A licensee must prepare a bill in accordance with the terms specified in the AGA code, including the inclusion of any refundable advance. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.1, 4.2.3.2 & 4.2.3.3 AGA Code | 5 | <p>Through examination of the non- standard contract clause 12 the Content of customers bill will include the following in accordance with the AGA code:</p> <ul style="list-style-type: none"> • the dates and values of previous and current meter readings or estimates; • usage, or estimated usage; • the number of days covered by the bill; • Charges; • meter or property number; • the amount due; • the Due Date; • a summary of the payment methods and instalment payment options available; • Supply Address and any relevant mailing address; • name and account number; • a statement that the late payment fee may apply for payments after the Due Date; • the average daily usage and cost; • the amount of arrears or credit; • details of any Security Deposit you have provided; • the amount of any other charge and details of the service provided; • if a Residential Customer, a reference to any concessions available to the customer and any Government concessions that may be available; • the telephone number for billing and payment enquiries; • a 24 hour contact telephone number for faults and emergencies; • that a customer may ask to have their meter tested so long as, if Origin ask the customer to, they first pay the fee for doing so and | N/P | 1 |

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| | | | <p>that the fee will be refunded if the meter is not found to be working accurately;</p> <ul style="list-style-type: none"> the availability of interpreter services; and a telephone number to contact if you are experiencing financial difficulties. | | |
| 61. | <p>A licensee must apply payments received from a customer as directed by the customer (if the bill includes charges for other goods and services). Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.3.2 AGA Code</p> | 5 | <p>Through discussion with the Commercial Retail Analysts we confirmed that Origin does not currently offer its gas customers other goods and services not relating to gas services. Through examination of the non-standard contract clause 12 Origin will include any other amounts on a bill for other goods or services provided unless agreed otherwise Origin will separately itemise those amounts on the bill and include a description of the goods and services. Origin will apply payments as directed by the customer, or if they do not give any direction:</p> <ul style="list-style-type: none"> to the charges and fees set out in clause 8 before applying any payment to the amounts for other goods or services; or if the goods or services include electricity, equally to the amounts referred to above and to the amounts for electricity before applying any payment to any other goods or services. | N/P | 1 |
| 62. | <p>If a customer does not direct how a payment is to be allocated, a licensee must apply the payment – (i) to charges for the supply of gas before applying any portion of it to such goods or services; or (ii) if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.</p> <p>Energy Coordination (Customer Contracts) Reg 15 (1) and (2)</p> | 5 | <p>Through examination of the non-standard contract clause 13 upon customer request Origin must provide a customer their Billing Data. If the requested Billing Data is (Reg 15):</p> <ul style="list-style-type: none"> for a period less than the previous two years and no more than once a year; or in relation to a dispute with Origin, they will not charge the customer for providing the data. Otherwise they may ask the customer to pay a reasonable charge. <p>Any requests for billing data Origin will use best endeavours to supply the customer with the requested data. A charge may be imposed on the customer for the data. For instances where the customer has requested billing data in relation to a complaint no charges will be imposed to the customer. (Reg 47)</p> | N/P | 1 |
| 63. | <p>A licensee must provide available bill data to customers upon request free of charge subject to clause 47 (2) and (4) of the Energy Coordination (Customer Contracts) Regulations 2004. Energy Coordination (Customer Contracts) Reg 15 (1) and 47 (2) and (4), Clause 4.2.3.4 AGA Code</p> | 5 | <p>Through examination of the non-standard contract clause 13 upon customer request Origin must provide a customer their Billing Data. If the requested Billing Data is (Reg 15):</p> <ul style="list-style-type: none"> for a period less than the previous two years and no more than once a year; or in relation to a dispute with Origin, they will not charge the customer for providing the data. Otherwise they may ask the customer to pay a reasonable charge. <p>Any requests for billing data Origin will use best endeavours to supply the customer with the requested data. A charge may be imposed on the customer for the data. For instances where the customer has requested billing data in relation to a complaint no charges will be imposed to the customer. (Reg 47)</p> | N/P | 1 |

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| 64. | A licensee must base a customer's bill on a meter reading and meters must be read at least once per year. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.1 GA Code | 5 | Through examination of the non- standard contract clause 10 a customer meter will be read at least once a year. | N/P | 1 |
| 65. | A licensee, who accepts a customer reading of the meter, must not adjust the bill in favour of the licensee if the licensee subsequently discovers the reading was incorrect in favour of the customer. (Customer Contracts) Reg 15 (1), Clause 4.2.4.2 AGA Code | 5 | The Commercial Retail Analysts confirmed that Origin does not accept a customer meter reading as an actual read. ATCO Gas requires a read to be performed by a meter reader before a customer's read will be updated. Per the non-standard contract clause 10 a bill is based on an estimate of usage and an adjustment will be made once the measurement of actual usage is obtained unless: <ul style="list-style-type: none"> • estimated bill was your final bill; or • Origin accept customers reading of their meter as the meter reading to base their bill on and the later reading reveals an error in the customers favour | N/P | 1 |
| 66. | A licensee, who provides a customer with an estimated bill and is subsequently able to read the meter, must adjust the estimated bill in accordance with the meter reading. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.4 AGA Code | 5 | Through examination of the non- standard contract clause 10 when a bill is based on an estimate of usage and Origin later have a measurement of actual usage: <ul style="list-style-type: none"> • for a Small Customer Origin will adjust a subsequent bill for the difference; and • for Other Customer Origin may adjust a subsequent bill for the difference if this is reasonable in the circumstances, | N/P | 1 |
| 67. | A licensee must read a customer's meter upon request and may impose a fee for doing so. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.2.4.5 AGA Code | 5 | Through examination of the non- standard contract clause 10 when a Customer ask Origin to replace an estimated bill with a bill based on a reading of their meter, then so long as they allow access to their meter and pay any reasonable charge Origin request, they will do so | N/P | 1 |
| 68. | A licensee must offer payment in person and payment by mail. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.3.2.1 AGA Code | 5 | Through examination of the non- standard contract clause 11 a customer must pay each bill in full by the Due Date or make payments in accordance with their payment schedule or instalment plan. Customer can pay their bill: <ul style="list-style-type: none"> • over the counter in person at a third party retailer or outlet specified on your bill; or • by mail; or • by any of the other options listed on your bill | N/P | 1 |

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| 69. | A licensee must offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill. Energy Coordination (Customer Contracts) Reg 15 (1), Clause 4.3.2.2 AGA Code | 5 | Through examination of the non-standard contract clause 11 a customer may ask Origin if they wish to pay their bill in advance or have their bill redirected. | N/P | 1 |
| 70. | A licensee must not terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless – (a) the licensee has a right to disconnect supply under the contract, a written law or a relevant code; and (b) the licensee has disconnected supply at all supply addresses of the customer covered by the contract. Energy Coordination Customer Contracts) Reg 16(3) | 5 | Through discussion with the Group Manager, Retail Compliance & Origin Privacy and consideration of Origin's disconnection processes, we determined that: Origin's processes provide for: <ul style="list-style-type: none"> • Disconnection of a customer to be Origin's last resort • Disconnection to only be effected if a customer breaches the conditions of the contract • Credit Management staff to only request disconnection of customers for specified reasons, in accordance with the Compendium. <p>Per the non-standard contract clause 21 Origin may end the agreement if the customer commits a substantial breach in addition clause 17 sets out Origin's right to disconnect supply under the contract as well as the circumstances in which disconnection might occur.</p> | N/P | 1 |
| 71. | A licensee must provide a customer (a) a copy of their customer service charter ⁷ ; (b) copies of regulations or any relevant code; (c) information about fees and charges payable under the contract; (d) with information on energy efficiency; (e) billing data; and (f) with information on Government Assistance Programs and Financial Counseling Services if requested by the customer. | 5 | Through inspection of the Non Standard Form Contract it was determined that Origin provides customers with the following information upon request: <ul style="list-style-type: none"> • a copy of the Energy Coordination (Customer Contracts) Regulations 2004; • a copy of the 2015 and 2017 Gas Marketing Code of Conduct (which Origin must comply with) and information about the scope of this code; • a copy of the Compendium of Gas Customer Licence Obligations; | N/P | 1 |

⁷ Please note that the format and contents of the Customer Service Charter is not defined in the Energy Coordination (Customer Contracts) Regulations 2004.

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| | Energy Coordination (Customer Contracts) Reg 19 | | <ul style="list-style-type: none"> information about the Charges and fees payable under this Agreement, including alternative tariffs that may be available to the customer; information about service levels that may apply to you; information about energy efficiency; Billing Data; contact details for obtaining information about Government assistance programs or financial counselling services; and general information about our gas customer safety awareness program. | | |
| 72. | A licensee must offer a customer who is experiencing payment difficulties: installment plan options; right to have bill redirected to third person; information or referral on government assistance programs; and information on independent financial counseling services. Energy Coordination (Customer Contracts) Reg 20 (2) Clause 4.3.5.1 AGA Code | 5 | Through examination of the non-standard contract clause 14 a customer who is experiencing payment difficulties will be offered: <ul style="list-style-type: none"> installment plan options; right to have bill redirected to third person; information or referral on government assistance programs; and information on independent financial counseling services. | N/P | 1 |
| 73. | A licensee must not supply gas to the customer under a door to door contract during the cooling-off period unless the customer requests supply. Energy Coordination (Customer Contracts) Reg 27 (4) and 40 (3) | 5 | The Commercial Retail Analysts confirmed that Origin did not engage in door to door marketing during the audit period. | N/P | N/R |
| 74. | A licensee must not commence legal action in relation to a customer debt if the customer has entered into arrangements to pay and is maintaining this arrangement. | 5 | Per Origin's non-standard contract (clause 11) Origin won't commence legal proceedings against a customer for an unpaid amount if (Regulation 20(3)): <ul style="list-style-type: none"> The customer has entered into an instalment plan for the amount and they are complying with that plan; or The customer is a Residential Customer and has informed Origin that they are experiencing Payment Difficulties or Financial Hardship. | N/P | 1 |
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| 75. | A licensee must only provide a credit reporting agency with default information relevant to one of their bills. Energy Coordination (Customer Contracts) Reg 22 and 49(2) | 5 | <p>Through discussion with the Credit and Insights Specialists and examination of Origin's procedures and policies published online we determined that Origin uses Equifax and Illion as their credit reporting agencies and various external debt collectors including; Probe, ARL, Recoveries Corp and Milton Graham. Origin's default procedures require staff to:</p> <ul style="list-style-type: none"> • Only log relevant bill information with the credit reporting agencies • Update the default payment status within the system within 4 business days of receiving payment • Remove the default on the customer's account if the account is remedied <p>The Credit and Insights Specialists also confirmed that Origin:</p> <ul style="list-style-type: none"> • Can lodge a default, following prior notification to the defaulter for amounts of \$150 or above • Has taken the business practice of not lodging a default against a customer unless the debt is above \$150 • Has not identified any instance where its default procedures have not been complied with. <p>Per the non-standard contract clause 31 Origin will comply with the Privacy Act 1988 (Cth) and the Australia Privacy Principles in relation to customer personal information. In particular, they will keep your personal information confidential and secure and only disclose it to the people who need to know the information and as otherwise set out in the non-standard contract agreement and Origin's privacy policy.</p> <p>Their credit reporting statement (which is Origin's credit reporting policy) explains how Origin will:</p> <ul style="list-style-type: none"> • determine creditworthiness by doing a credit assessment; • disclose credit information and when they disclose it to third parties including credit reporting bodies; • disclosure may affect creditworthiness, and • how to access, correct or complain about treatment of credit information. | N/P | 1 |

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| 76. | A licensee must notify a credit reporting agency immediately if a customer has cleared their debt. Energy Coordination (Customer Contracts) Reg 49 (3) | 5 | <p>Confirmed with Credit and Insights Specialists that during the audit period, that in instances where the customer had cleared their debt, Origin updated the default payment status in the system within 4 business days of receiving payment. In addition Origin had the following procedures in place:</p> <ul style="list-style-type: none"> Review of a monthly reconciliation report between the credit bureaus to SAP to identify any discrepancies Accounts are locked when customers were disputing or had an unresolved query, prohibiting default processes to be placed on the account. Instances where customers disputed the default, Origin had a checklist to follow in order to discuss and decide as well as to update/remove or leave the default When a customer remedies the default by paying defaulted amount, the default will be updated to "paid" status via the credit reporting agencies. Where a customer may demonstrate extenuating circumstances; Origin has procedures in place to request the reporting agency to remove these customers from the default record. Note no instances of this occurred during the audit period. | N/P | 1 |
| 77. | If a customer remedies a default and demonstrates extenuating circumstances, a licensee must request the credit reporting agency to remove the default record. Energy Coordination (Customer Contracts) Reg 49 (4) | 5 | | | |
| 78. | A licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review. Energy Coordination (Customer Contracts) Reg 49 (5) | 5 | | | |
| 79. | A licensee must include information about its complaint handling process and contact details of the energy ombudsman on any disconnection warning given to a customer. Energy Coordination (Customer Contracts) Reg 50 | 5 | | | |
| 80. | When a non-standard contract is due to expire, a licensee must issue a notice in writing to a customer not more than 2 months and not less than one month before the day on which the contract is due to expire | 5 | <p>Through discussion with the Marketing Automation Manager and examination of Origin's non-standard customer contract as well as the communication sent to customers we determined that:</p> | N/P | 1 |

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| | (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry. Energy Coordination (Customer Contracts) Reg 44 | | <ul style="list-style-type: none"> Origin made contact with the customers and presented new plan details no longer than two months from the current end date and no less than one month from the current end date The customer was provided with information such as the expiry date of their current contract, alternative supply options and terms and conditions for continued supply post contract. Origin has not identified any instance where its contract renewal procedures have not been complied with. | | |
| 81. | Upon request, a licensee must provide a customer free of charge with a copy of its customer service charter [2] within 2 business days of the request. Coordination (Customer Contracts) Reg 45 (1) | 5 | The customer charter is no longer required for gas customers. Therefore this obligation has been marked as not applicable. | N/A | N/A |
| 82. | A licensee must from time to time provide the customer with a advice with their bill that a customer service charter is available free of charge. Energy Coordination (Customer Contracts) Reg 45 (2) | 5 | The customer charter is no longer required for gas customers. Therefore this obligation has been marked as not applicable. | N/A | N/A |
| 83. | Upon request, a licensee must provide a customer with a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code. Energy Coordination (Customer Contracts) Reg 46 (1) & (2) | 5 | <p>We confirmed that the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code are available to customers on request, at no cost.</p> <p>While Origin does not track customer request for the relevant codes they have the procedures and training in place to ensure customers are provided the information in required format and timeframe.</p> | B | N/R |
| 84. | A licensee must ensure that a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code is available for inspection at its offices at no charge. Energy Coordination (Customer Contracts) Reg 46 (4) | 5 | Through discussion with the Group Manager, Retail Compliance we determined that the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code are available for inspection at Origin's offices at no charge. | N/P | 1 |

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| 85. | A standard form contract must include a provision that the retailer or distributor must provide, install and maintain equipment for the supply of gas up to the point of supply. Energy Coordination (Customer Contract) Reg 28, clause 3.1.1(a) AGA Code | 5 | Through discussion with the Group Manager, Retail Compliance & Origin Privacy and examination of Origin's standard form contract we determined that clause 16 details Origin's and the Distributor's requirements to provide, install and maintain: <ul style="list-style-type: none"> Equipment for the supply of gas up to the point of supply Metering and necessary equipment at the supply address. | N/P | 1 |
| 86. | A standard form contract must include a provision that the retailer or distributor must provide, install and maintain metering and necessary equipment at the supply address. Energy Coordination (Customer Contract) Reg 28, clause 3.1.1(b) AGA Code | 5 | | | |
| 90. | A licensee must ensure that any representatives seeking access to the supply address on its behalf wear, carry and show official identification. (Customer Contract) Reg 33 (3), clause 3.5.2.2 AGA Code | 5 | This obligation only applies to standard form contracts, which has been approved by the ERA. Therefore this obligation is not applicable. | N/A | N/A |
| 91. | A licensee must notify a customer of any amendment to a non standard contract. Energy Coordination (Customer Contract) Reg 42 | 5 | The Legal team confirmed there has been no amendment to Origin's non-standard form contract during the audit period. | N/P | N/R |
| 96. | A licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit. Trading Licence clause 16.2 | 4 | The Audit Plan approved by the ERA in July 2019 commits Origin and PwC (as the appointed independent expert) to complying with the prescribed audit guidelines and reporting manual issued by the ERA. PwC confirms that this is the first audit and was undertaken utilising the March 2019 issue of the Audit and Review Guidelines, Electricity and Gas Licences. | N/P | N/R |
| 97. | A licensee's independent auditor must be approved by the ERA prior to the audit. Trading Licence clause 16.4 | 5 | PwC was appointed as the independent auditor by Origin and approved by the ERA on 17 May 2019. | N/P | 1 |

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| 99. | Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters. Trading Licence clause 20 | 5 | Through discussion with the Compliance Manager and observation of email communications, we determined that Origin retains records of its formal communications with the ERA, which are all made via email. | N/P | 1 |
| 100. | A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards. Trading Licence clause 21.1 | 4 | Through examination of Origin's 2017 and 2018 Annual Reports we determined that Origin's financial reports: <ul style="list-style-type: none"> • Are prepared in accordance with the requirements of the Corporations Act 2001, Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board (AASB). • Adopt all new and amended Accounting Standards and Interpretations issued by the AASB that are relevant to the operations of the Group and effective for reporting periods. | N/P | 1 |
| 101. | A licensee must report to the ERA if the licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the licensee's ability to meet its obligations under this licence within 10 business days of the change occurring. Trading Licence clause 22.1 | 4 | Through examination of Origin's 2017 and 2018 Annual Reports we determined that during the audit period, Origin: <ul style="list-style-type: none"> • Was not under external administration • Did not experience a significant change in its corporate or financial circumstances that may affect its ability to meet its licence obligations. | N/P | N/R |

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| 102. ⁸ | A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the Energy Coordination Act 1994 in the time, manner and form specified by the ERA. Trading Licence clause 23.1 | 2 | <p>Gas Trading License Performance Reporting submitted to the ERA is approved by Origin's Executive General Manager following a review and validation process including a wide range of business subject matter experts and line managers. The data is extracted from Origin's systems by code which has been specifically developed to ensure that the requirements of the Gas Trading License Performance Reporting Handbook are met. We determined that the performance reporting complied with the Gas Trading License Performance Reporting Handbook based on the following procedures:</p> <ul style="list-style-type: none"> • Discussions with operational reporting team and data analysts • Walkthrough of performance data queries with the Reporting Delivery Manager and Senior Operational Reporting Analysts • Review of internal performance reporting guidelines • For a sample of performance indicators the number reported have been agreed to management's detailed listings • Review of the performance data submitted for FY17, FY18 and FY19 <p>During the audit we observed management run reports used to derive the performance indicators required to be reported to the ERA, which were aligned to the data reported in the annual performance reports. Based on our discussions with management, review of guidelines and procedures performed we determined that the processes and procedures are in place to ensure Origin's reporting is in accordance with the handbook.</p> <p>Through discussion with the Compliance Manager and examination of the 2016/17 and 2017/18 and performance datasheets submitted to the ERA</p> | B | 29 |

⁸ PwC notes that based on our assessment of the inherent risk and control adequacy for obligation 102 the audit priority is a 4; however, the assigned audit priority is a 2 as directed by the Authority.

⁹ PwC notes this non-compliance was only identified in FY 17, no issues with reporting were identified during the FY 18 audit.

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| | | | <p>we determined that Origin published a copy of its 2016/17 and 2017/18 performance datasheets on its website by the due date set by the ERA. Origin entered the WA market and first acquired customers in August 2017, it did not have any performance data to report for the year ending 30 June 2017. As an oversight, Origin failed to submit a nil performance report for FY17 on time. Origin submitted its nil performance data report to the ERA on 9 October 2017.</p> <p>WA reporting requirements are included in the Compliance team's reporting calendar to ensure that relevant reports are submitted on time.</p> <p>Origin has remediated its late submission of its performance report by implementing a compliance calendar with all deadlines. All regulatory reporting requirements are clearly documented and monitored by the Retail Compliance team.</p> | | |
| 103. | A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified. Trading Licence clause 24 | 4 | Through discussion with the Compliance Manager and examination of the 2016/17 and 2017/18 and performance datasheets submitted to the ERA we determined that Origin published a copy of its 2016/17 and 2017/18 performance datasheets on its website by the due date set by the ERA. | N/P | 1 |
| 106. | A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified by the ERA. Trading Licence clause 12.2 | 5 | Through discussion with the Compliance Manager and examination of clause 28 of the standard form contract we determined that Origin has the following procedures in place: | N/P | N/R |
| 107. | A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review. Trading Licence clause 12.3 | 5 | <ul style="list-style-type: none"> Should the ERA request changes to the standard form contract, Origin would review and progress, according to clause 12.2, within a time frame specified by the ERA. Recognises and would comply with the Energy Coordination Act 1994 when amending standard form contracts and report accordingly to the ERA | | |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
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| 108. | A licensee must only amend the standard form contract in accordance with the Energy Coordination Act 1994 and Regulations. Trading Licence clause 13.1 | 4 | <ul style="list-style-type: none"> The Compliance Analyst confirmed (supported by the ERA website) that the ERA reviewed its standard form contract during the audit period. <p>Note no direction from the ERA has been directed to Origin to amend the standard contract during the audit period.</p> | | |
| 109. | A licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer. Trading Licence clause 15.1 and 15.2 | 4 | <p>Through discussion with the Compliance Manager and examination of Origin's standard and non-standard contract, we determined that Origin:</p> <ul style="list-style-type: none"> Maintains supply to all customers until the customer breaches the terms and conditions such as for failure to pay, in which case, Origin may initiate credit and collection activities for accounts in arrears, and then as a last resort, follow procedures for disconnection. Origin may initiate credit and collection activities for accounts in arrears, and then as a last resort, follow procedures for disconnection. <p>We understand that during the audit period Origin did not disconnect for Vacant Consumption.</p> | N/P | 1 |
| 110. | A licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer if requested by the ERA. Trading Licence Schedule 3 clause 1.5 | 4 | The Compliance Manager confirmed that the ERA has not made a request for information relating to the refusal of supply to a customer during the audit period. | N/P | N/R |
| 111. | A licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions. Trading Licence Schedule 3 clause 1.7 | 4 | The Compliance Manager confirmed that the ERA has not made a direction to supply a customer during the audit period. | N/P | N/R |
| 112. | A licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a distribution licence to enable for the safe and efficient operation of the relevant distribution system, provided such disclosure does not prejudice the commercial interests of the licensee. Trading Licence Schedule 3 clause 2.1 to 2.2 | 4 | <p>The Compliance Manager confirmed that during the audit period:</p> <ul style="list-style-type: none"> Origin has not refused information requested by ATCO Gas. Origin receives an automatic meter read process from ATCO. ATCO has not raised any major complaints about Origin. ATCO has requested customer details during the audit period Origin responded to requested information from ATCO in a timely manner. | N/P | 1 |

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| 113. | A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come in to effect. Trading Licence Schedule 3 clause 3.1 | 4 | Through discussion with the Compliance Manager and examination of records of formal communications with the Minister for Energy, we determined that Origin notified the Minister at least one month before changes were made to fees and prices, effective from 1 July 2018. | N/P | 1 |
| 114 | A licensee must comply with the Gas Marketing Code of Conduct. Trading Licence clause 19.1 | 4 | Through discussion with the Quality Assurance Team leader and examination of Quality Assurance document and Training Modules we determined that Origin's processes cover the Gas Marketing Code of | B | 2 |
| 115. | A licensee must ensure all agents and employees comply with the Gas Marketing Code of Conduct. Trading Licence clause 19.2 | 4 | Conduct in the compulsory employee induction training. Refer to obligation 121 for recommendation 01/2019 relating to obligations under the Gas Marketing Code of Conduct. | N/P | 1 |
| 116. | A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct. Trading Licence clause 19.1 | 4 | Through discussion with the Quality Assurance Team leader and examination of the Annual compliance report submitted by Origin to the ERA we determined that Origin has internal protocols which require staff to complete Code of Conduct training on an annual basis and monitors training attendance through SAP, which notifies the Customer Service Team Trainer of any outstanding employee training requirements for further attention. Origin has developed a Gas Marketing Code of Conduct Training Module and Kiosk Training Manual, Origin staff are trained to provide services to customers in accordance with the Gas Marketing Code of conduct, which have controls built in to maintain compliance with relevant obligations associated with the process. Origin expects all agents and employees to comply with the Gas Marketing Code which has been built into the scripts and training provided to staff as well as the Quality Assurance for delivering services. As detailed in the findings for obligations 117 to 129 below, we determined that there were instances where Origin or its agents and employees have not complied with the Gas Marketing Code of Conduct during the audit period, specifically obligations 121, refer below for details. | N/P | 1 |
| 117. | A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited | 4 | <i>Clause 2.2(1) of the Code of Conduct states:</i> | N/P | 1 |

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| | <p>consumer agreements are entered into in the manner and satisfying the conditions specified. Trading Licence clause 19</p> | | <p><i>(1) When entering into a standard form contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must –</i> <i>(a) record the date the standard form contract was entered into;</i> <i>(b) give, or make available to the customer at no charge, a copy of the standard form contract - (i) at the time the standard form contract is entered into, if the standard form contract was not entered into over the telephone; or (ii) as soon as possible, but not more than 5 business days after the standard form contract was entered into, if the standard form contract was entered into over the telephone.</i></p> <p>Through discussion with the Assurance Team Leader examination of Origin's Customer Welcome Pack and website, and consideration of Origin's customer connection procedures, we determined that Origin has applied processes to ensure that for all standard form contracts entered into during the audit period, the:</p> <ul style="list-style-type: none"> • Date the contract was entered into is recorded within Origin's systems • Contract was given to or made available to the customer at no charge within the required timeframe (not more than 5 business days). | | |
| 118. | <p>A retailer or gas marketing agent must ensure that the information specified in clause 2.2(2) is given to the customer no later than on or with the customer's first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information). Trading Licence clause 19</p> | 4 | <p>Through discussions with the Assurance Team Leader, and examination of Origin's standard form contracts, website and 'Power On' brochure, it was observed that Origin provides all the required information to the customer no later than on or with the customer's first bill.</p> | N/P | 1 |
| 119. | <p>A retailer or gas marketing agent must ensure that nonstandard contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified. Trading Licence clause 19</p> | 4 | <p>Through discussion with the Quality Assurance Team Leader and examination of Origin's Gas Marketing Code of Conduct Training Modules we determined that during the audit period, Origin maintained processes designed to:</p> | N/P | 1 |

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| 120. | A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering into a non-standard contract. Trading Licence clause 19 | 4 | <ul style="list-style-type: none"> • Provide customers with a copy of its non-standard contract within the required timeframe (not more than 5 business days) • Obtain recorded consent prior to a customer entering into the contract <p>Customers were considered to have provided the required information if provided in the preceding 12 months. This information includes the following:</p> <ul style="list-style-type: none"> • that the customer is able to choose the standard form contract offered by the retailer, • the difference between the non-standard contract and the standard form contract; • details of any right the customer may have to rescind the non-standard contract during a • cooling-off period and the charges that may apply if the customer rescinds the nonstandard contract; • how the customer may obtain— <ul style="list-style-type: none"> a. a copy of the Code and the Compendium; and b. details on all relevant tariffs, fees, charges, alternative tariffs and service levels that may apply to the customer, c. the scope of the Code; d. that a retailer and gas marketing agent must comply with the Code; e. how the retailer may assist if the customer is experiencing payment difficulties or financial hardship; f. with respect to a residential customer, the concessions that may apply to the residential customer; g. the distributor's 24 hour telephone number for faults and emergencies; h. with respect to a residential customer, how the residential customer may access the retailer's— <ul style="list-style-type: none"> (i) multi-lingual services (in languages reflective of the retailer's customer base); and (ii) TTY services; i. how to make an enquiry of, or complaint to, the retailer; and | B | 2 |

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| | | | <p>j. general information on the retailer's gas customer safety awareness program.</p> <p>Origin is required to provide the information outlined in clause 2.3 of the Gas Marketing Code of Conduct prior to Origin obtaining verifiable consent. Of the 13 customers that were identified in our testing procedures the information that was provided varied for each sample selection.</p> <p>Refer to obligation 121 for the detailed observations and recommendations in regards to gas marketing agents not providing customers with the required information prior to entering a non-standard contract</p> | | |
| 121. | <p>A retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 2.3(2) has been given, unless the retailer or gas marketing agent provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer requested to receive the information).</p> <p>Trading Licence clause 19</p> | 2 | <p>Through our testing of Verifiable Consent we sample tested 25 customers to verify Origin had obtained the verifiable consent and provided customers with the required information as outlined in the Gas Marketing Code of Conduct. As part of our testing procedures we listened to phone recordings, examined Agreement Packs, Explicit Informed Consent and terms and conditions. As a result of our testing procedures we observed the following:</p> <ul style="list-style-type: none"> • 12 of the 25 samples were provided the required information prior to providing verifiable consent • 12 of the 25 samples were not provided all required information prior to providing their verifiable consent • 1 of the 25 samples was provided the terms and conditions for the incorrect state prior to providing their verifiable consent <p>Through discussion with the Compliance Manager Origin has updated its procedures and scripts for obtaining verifiable consent, we did see in our testing an improvement in the delivery of required information to customers in late 2018 and 2019.</p> <p>Recommendation 01/2019: We recommend that management update their agent scripts and procedures in regards to obtaining verifiable consent of customers to ensure it includes all required information in the Gas Marketing Code of Conduct. We recommend that management update training modules for agents and continue to communicate the importance of providing customers with the required information.</p> | C | 3 |

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| 122. | A retailer or gas marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed. Trading Licence clause 19 | 4 | Through discussions held with the Compliance Manager, we understand that in WA, concessions and rebates are only available for electricity. As Origin currently only sells Gas in WA, this obligation is not applicable. Origin provides details of how customers can access a hardship grant under the Hardship Utility Relief Grant Scheme (HUGS), through customer advocacy team. Details are available online. | N/P | N/R |
| 123. | A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints. Trading Licence clause 19 | 4 | Through discussion with the Quality Assurance Team Leader and examination of sample customer bills and Origin's website, we determined that during the audit period: <ul style="list-style-type: none"> • Origin phone contact details were made available to Customers • The Customer Service Call Centre phone lines were open during business hours from Monday to Friday (7am to 5.30pm). | N/P | 1 |
| 124. | A retailer or gas marketing agent who contacts a customer for the purposes of marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas ombudsman's telephone number and, for contact by a gas marketing agent, the gas marketing agent's marketing identification number. Trading Licence clause 19 | 4 | Through discussions with the Quality Assurance Team Leader and the Senior Quality Analyst, as well as inspection of Origin's internal training documents, it was concluded that Origin agents are trained to, on request, note down any complaints a customer may have and/or arrange a call back to the customer, provide the gas ombudsman's telephone number, where required. The training materials also specified the requirement for the gas marketing agent's to provide customers with their marketing identification number. | N/P | 1 |
| 125. | A retailer or gas marketing agent who meets with a customer face to face for the purposes of marketing must: <ul style="list-style-type: none"> • wear a clearly visible and legible identity card showing the information specified; and • as soon as practicable provide the customer, in writing, the information specified. Trading Licence clause 19 | 4 | Through discussion with the Quality Assurance Team Leader and examination of Origin's Code of Conduct Training Modules we determined that Origin's kiosk staff are required to wear their identity cards at all times which include: <ul style="list-style-type: none"> • Name of the individual • Photograph • Marketing ID number • Are not allowed to work if they do not have their name badges. • Name of the retailer | N/P | 1 |

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| | | | <p>Kiosk agents provide the customer with relevant information at the time of the sale interaction. This is automated and triggered via an online portal and customers are sent an email confirmation with all relevant information including:</p> <ul style="list-style-type: none"> • Name of the agent • marketing identification number • the name of the retailer on whose behalf the contact is being made; • the complaints telephone number of the retailer on whose behalf the contact is being made; • the business address and Australian Business or Company Number of the retailer on whose behalf the contact is being made; and • the telephone number of the gas ombudsman. <p>as soon as practicable following a request by the customer for the information (price fact sheets, terms and conditions, contract form with digital signature (EIC))</p> | | |
| 126. | <p>A retailer or gas marketing agent who visits a person's premises for the purposes of marketing, must comply with any clearly visible signs at the premises indicating that canvassing is not permitted or no advertising material is to be left at the premises. Trading Licence clause 19</p> | 4 | <p>The Compliance Analyst confirmed that Origin has not conducted door to door sales marketing during the audit period to residential customers.</p> | N/P | N/R |
| 127. | <p>A person who carries out any marketing activity in the name of or for the benefit of a retailer or a gas marketing agent is to be taken to have been employed or authorised by the retailer or gas marketing agent to carry out that activity, unless the contrary is proved. Trading Licence clause 19</p> | 4 | <p>Through discussion with the Compliance Manager, all Origin agents are trained to identify themselves as Origin employees.</p> <p>Through discussion with the Quality Assurance Team Leader and examination of Origin's Code of Conduct Training Modules, we determined that:</p> <ul style="list-style-type: none"> • Origin kiosk staff are specifically trained and informed that any marketing activity conducted by them would be regarded as having been conducted on behalf of Origin • Staff are provided with call scripts that have been specifically designed to comply with the requirements of the Code of Conduct | N/P | 1 |

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| | | | <ul style="list-style-type: none"> Origin call centre staff are also trained to provide services to customers in accordance with the Compendium, which specifically encapsulates the standards required under the Gas Marketing Code As part of Origin's performance review process, staff are supervised and 'spot checked' on a daily and weekly basis to determine whether the conversations with customers are in line with the Code of Conduct. | | |
| 128. | <p>A gas marketing agent must:</p> <ul style="list-style-type: none"> keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and on request by the gas ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to the complaint within 28 days of receiving the request. <p>Trading Licence clause 19</p> | 4 | <p>Through discussion with the Executive Liaison Manager and examination of Origin's Code of Conduct Training Modules, we determined that Origin applies the following processes for maintaining customer complaint records relating to marketing:</p> <ul style="list-style-type: none"> The kiosk staff are trained in managing and handling customer complaints Customer complaints are logged into the SAP system and are reviewed by the Channel Sales Representative The Channel Sales Representative assesses, forwards and follows up each complaint with the relevant Origin department A Customer Complaint Form is available to the customer via the Origin website <p>Staff are trained to forward required complaint information on request of the Energy Ombudsman in relation to a particular complaint, within 28 days of receiving the request.</p> <p>Through our review of the complaints register we noted complaints relating to marketing. These were handled in accordance with Origin's complaints procedures.</p> | N/P | 1 |
| 129. | <p>Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent.</p> <p>Trading Licence clause 19</p> | 4 | <p>Through discussion with the Group Manager, Retail Compliance and SAP lead we determined that Origin has established the following processes to ensure customer contact records established or in existence during the audit period were:</p> <ul style="list-style-type: none"> Stored within the SAP system with appropriate traceable information (e.g. account details, date and commentary) Kept for at least 2 years for each instance where a person is contacted for the purposes of marketing | N/P | 1 |

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| | | | <ul style="list-style-type: none"> To be provided to the Energy & Water Ombudsman if requested. | | |
| 134. | If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor. Compendium clause 3.1(1) | 4 | Through discussion with the Compliance Manager and examination of Origin's new connections within SAP as well as review of the SAP query run in which identifies no connection during the period, we determined that Origin did not have any new connections during the audit period. | N/P | N/R |
| 135. | Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day, if the request is received after 3pm or on a weekend or public holiday. Compendium clause 3.1(2) | 4 | | | |
| 136. | A retailer must issue a bill no more than once a month unless the conditions specified in 4.1(a)(i)-(iii) apply. Compendium clause 4.1(a) | 4 | <p>Through discussion with the Billing Manager and examination of Origin's billing policies and procedures, we determined that Origin's billing process is driven by the meter reads received from ATCO. We determined that Origin has the following in place:</p> <ul style="list-style-type: none"> SAP is configured to bill customers on their scheduled billing cycle (monthly or quarterly) <p>Through our observation of billings we determined that a customer may be invoiced more than once a month in the following scenarios:</p> <ul style="list-style-type: none"> Amended bills Final Bills <p>In addition there were instances of customers being billed more than once a month attributed to Origin receiving multiple meter reads from ATCO within a month (including instances where the submission of meter reads have been delayed). As Origin's automated billing process is based on the receipt of meter reads, multiple bills may be issued within a month.</p> <p>Recommendation 02/2019: We recommend that management monitors exception reporting on a regular basis to identify customers invoiced more than once a month to ensure the billing is appropriate.</p> | B | 2 |
| 137. | A retailer must issue a bill at least every 105 days unless the conditions specified are met. | 4 | Through discussion with the Billing Manager and examination of Origin's billing procedures and annual compliance reporting, we determined that: | B | 2 |

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| | Compendium clause 4.1(b) | | <ul style="list-style-type: none"> Origin's billing process is driven by meter reads received from ATCO Where ATCO fails to provide an actual read within a 3 month period, Origin will issue a bill based upon an estimated read Origin's system is set up to automatically initiate the billing process upon an estimated or actual read being entered in the system. <p>Through discussions with the Billing Manager and examination of the performance reporting we understand that Origin billed customers outside of the prescribed billing timeframe. Customers were not being billed every three months during the audit period. These instances were a result of the following:</p> <ul style="list-style-type: none"> Exceptions were related to an "implausible read check" that Origin performed as part of the billing process. It indicated that the read was not obtained timely from the previous billing period requiring a validation and confirmation with the distributor prior to billing the customer. A service level agreement (SLA) is in place between Origin and a 3rd party operational team to process the exceptions. The exceptions had not been completed within the SIA. <p>Recommendation 03/2019: We recommend that management clearly identify the SLAs with the third party and require on a regular basis to ensure bills are sent to customers at least every 105 days.</p> <p>In addition, we recommend to review bills with invoice dates greater than 105 days by developing compliance reporting parameters designed to detect billing outside of 100 days. While it will not prevent this from occurring it provides a detective control.</p> | | |
| 146. | A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address. Compendium clause 4.4 | 4 | Through discussion with the Analyst for Billing and Device, walkthrough of Origin's billing process and examination of Origin's Training Modules as well as standard and non-standard contract, we determined that Origin's billing procedures ensured customers on standard and non-standard form contracts are issued bills to the supplied address or an alternative mailing address nominated by the customer during the customer sign-up | N/P | 1 |

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| | | | The supply address and billing addresses are verified by SAP when a customer service agent inputs the address in the customer contract to ensure the correct and valid address is put into the system. Customer mailing address and other contact details are updated in the customer account in SAP | | |
| 147. | Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1)(a)(cc) on the customer's bill. Compendium clause 4.5(1) | 2 | <p>Through discussion with the Analyst for Billing and Device, and testing a sample of Origin's invoices we determined that SAP auto generates the billing document by pulling required data from the system and publishing an invoice by completing the standard template form.</p> <p>Our testing of the 25 samples confirmed that these invoices contained the minimum prescribed information required as outlines in Compendium Clause 4.5(1). We did note that per compendium clause 4.5(1)(z) Origin is required to provide residential customers, the telephone number for interpreter services together with the National Interpreter Symbol and the words "Interpreter Services". We have identified that Origin's bill state "Need an Interpreter" instead of "Interpreter Services," refer to Obligation 250 for the recommendation 06/2019.</p> | B | 2 |
| 148. | Notwithstanding clause 4.5(1)(bb), a retailer is not obliged to include a graph or bar chart on the bill, if the bill meets the criteria specified in clauses 4.5(2)(a)-(c). Compendium clause 4.5(2) | 4 | Through discussions with the Analyst for Billing and Device and the Group Manager Retail and Compliance and examination of sample invoices we determined that Origin's customer bills include a graph (based on units), which illustrates last year's consumption, last bill consumption and current bill consumption. | N/P | 1 |
| 149. | If a retailer identifies and wishes to bill a customer for an historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with or on the customer's next bill. Compendium clause 4.5(3) | 4 | Through discussion with the Portfolio Program Manager, we determined that Origin has not billed any customers for historical debt during the period. | N/P | N/R |
| 150. | A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's | 4 | Through discussion with the Analyst for Billing and Device and Group Manager, Retail Compliance & Origin Privacy and the examination of Origin's Billing policies and procedures Origin has applied the following | N/P | 1 |

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| | reading of the meter provided the retailer and the customer agreed that the customer will read the meter. Compendium clause 4.6(1) | | <p>processes and systems for generating bills based on the metering agent's meter readings:</p> <ul style="list-style-type: none"> • ATCO is responsible for all meter readings, which are uploaded into Origin's SAP system via an automated process • Customer invoices are automatically generated via SAP based on meter reading data • ATCO requires a meter read to be undertaken by a meter reader. Origin accepts Customer reads if an actual meter read is denied or unavailable. Customer reads can be submitted to Origin by calling customer service or online by logging into the customer portal. | | |
| 152. | A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills. Compendium clause 4.7(1) | 5 | Through discussion with the Group Manager, Retail Customer Operations, Analyst for Billing and Device and Group Manager, Retail Compliance & Origin Privacy and consideration of Origin's billing process, we determined that at Origin's meter reading schedules are managed by ATCO, with meters scheduled to be read on a quarterly basis to coincide with Origin's current billing arrangements. Origin ensures that meter reading data is obtained at least quarterly by obtaining ATCO's annual meter reading schedule and uploading the schedule to SAP. | N/P | 1 |
| 153. | A retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1)(a). Compendium clause 4.7(2) | 5 | <p>In the event meter access is denied or unavailable for that billing cycle, ATCO provides an estimated meter read to enable an estimated bill to be produced. The meter read team at Origin liaises with ATCO to follow up with customers to gain access to the meter. The distributor estimated bills are issued where an actual read is unavailable.</p> <p>In cases where an actual meter reading has not been obtained after 3 billing periods (9 months) the Customer is also sent a letter with estimated bills to inform them of the next scheduled meter read as well as a letter to remind them that it's mandatory that the meter is read at least once every 12 months.</p> | | |
| 154. | A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter. Compendium clause 4.8(1) | 4 | <p>Through examination of Clause 10 of Origin's standard form contract and non-standard form contract, as well as through testing of sampled invoices we verified that in the event where Origin is unable to perform a meter read, Origin will issue an estimated bill based on either of:</p> <ul style="list-style-type: none"> • The customer's reading of the meter • The customer's prior billing history (provided by ATCO) | N/P | 1 |

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| | | | <ul style="list-style-type: none"> Where the Customer does not have a prior billing history, the average usage of gas at the relevant price, the average usage for the type of gas installation or the average usage at the supply address (provided by ATCO) | | |
| 155. | Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c). Compendium clause 4.8(2) | 4 | Through discussion with the Analyst for Billing and Device and Group Manager, Retail Compliance & Origin Privacy, and consideration of Origin's estimated billing process and examination of invoices we determined that: | N/P | 1 |
| 156. | Upon request, a retailer must inform a customer of the basis and the reason for the estimation. Compendium clause 4.8(3) | 4 | <ul style="list-style-type: none"> If a bill is estimated, it will clearly state that the meter read is "Estimated" rather than "Actual" Customer service agents are trained to advise customers on the basis and reason for estimations The customer profile in SAP provides relevant information required for the Customer Service agents when advising customers on the reason and basis for their estimated bill. Examination of the current bill templates and an estimated bill complies with the minimum information required by section 4.8(2) of the Compendium. In particular, the estimated bill: <ul style="list-style-type: none"> Informs the customer that the invoice is based on an estimated meter reading Provides a contact number for Origin if the customer wishes to: Discuss the basis and reason for the meter reading estimate Request a meter verification or reading. | | |
| 157. | If a retailer gives a customer an estimated bill, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading. Compendium clause 4.9 | 4 | Through discussion with the Analyst for Billing and Device and examination of clause 10 of Origin's non-standard form contract and standard form contract terms and conditions, we determined that Origin has applied its processes, which require adjustments, if any, to the estimated bill to be made on the next bill in accordance with the meter reading data if the estimate does not match the actual usage (unless the estimated read was used to finalise the customer's account). | N/P | 1 |

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| | | | We have tested invoices and identified for a sample of estimated reads an adjustment was included on the next bill. | | |
| 158. | If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter, and the customer subsequently requests the retailer to provide a bill based on a reading of the meter and provides access to the meter, and pays the retailer's reasonable charge for reading the meter (if any), the retailer must do so. Compendium clause 4.10 | 5 | Through discussion with the Analyst for Billing and Device and examination of clause 10 of Origin's non-standard form contract and standard form contract terms and conditions, and Origin's Training Modules, we determined that during the audit period, Origin allows customers to request: <ul style="list-style-type: none"> Special meter read to be conducted through a service request to ATCO and Meter testing through a service request to ATCO, upon payment of a reasonable charge | N/P | 1 |
| 159. | If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so. Compendium clause 4.11(1) | 4 | Origin does refund the customer for any charge where a meter is found to be defective. | N/P | 1 |
| 160. | If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer. Compendium clause 4.11(2) | 4 | There were no instances of defective meter reads requiring a refund identified during the audit period. | N/P | N/R |
| 161. | If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions. Compendium clause 4.12(1) | 4 | Through discussion with the Group Manager, Retail Customer Operations and examination of the standard and non-standard contracts we determined that Origin does not offer alternative tariffs. | N/P | N/R |
| 162. | For the purpose of clause 4.12(1), the effective date of change in the tariff will be the date on which the last meter reading at the previous tariff was obtained; or, if the change requires an adjustment to the meter at the customer's supply address, the date the meter adjustment is completed. Compendium clause 4.12(2) | 4 | | | |

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| 163. | If a customer's gas use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff. Compendium clause 4.13 | 4 | | | |
| 164. | If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request. Compendium clause 4.14(1) | 5 | Through discussion with the Analyst for Billing and Device and Group Manager, Retail Compliance & Origin Privacy and consideration of Origin's billing processes, we determined that during the audit period, Origin had processes and procedures in place to finalise customer accounts at the customer's request. In these circumstances, a final meter read service order is arranged, from which a final bill is generated. Origin issues a service order to the distributor, ATCO, to obtain a final read of the meter, which is used to issue a final bill to the customer. SAP then raises a notification of the final bill, and issues the final bill. | N/P | 1 |
| 165. | If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer. Compendium clause 4.14(2) | 4 | <p>Through discussion with the Accounts Receivable Team leader and Senior Payments and Receipting Officer, inspection of Origin's Billing processes and testing of refunds, PwC understands that at the time of account closure, if an account is in credit, Origin sends the customer a letter along with the final bill which asks the customer to go to Origin's website and claim the credit balance or call Origin to discuss other arrangements.</p> <p>In accordance with clause 4.14(2) the customer can:</p> <ul style="list-style-type: none"> transfer the credit to another account by calling Origin transfer the credit to a bank account nominated by the customer. The customer can go online and has options to claim the credit through direct bank deposit, cheque or refund on their credit card. <p>This process is automated in SAP and if an account is in credit during the final bill, SAP automatically includes the credit refund letter as a standard irrespective of the credit amount; therefore is within the required 12 business days.</p> <p>For final accounts with balances over \$500 credit, the customer is contacted by Origin when a refund is requested by a customer to do verification checks and the amount is transferred to the customer's nominated account once the checks are cleared.</p> | N/P | 1 |

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| | | | For the audit period there were only 2 instances where a final account had a balance in credit over \$500, we confirmed the refunds were completed within 12 business days of receiving customer's instructions. | | |
| 165A. | If the customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt. If after the set off, there remains an amount of credit, the retailer must ask the customer for instructions in accordance with clause 4.14(2). Compendium clause 4.14(3) | 4 | Through discussion with the Accounts Receivable Team Leader, Payments and Senior Payments and Receipting Officer, we confirmed that Origin did not apply credit from a closed account to a previous debt during the audit period. This is based on our understanding that Origin performs a rolling bill, for instance a customer with a credit would be applied to the debt; therefore, it would not be possible to have a credit on the accounts with a debt. | N/P | N/R |
| 166. | A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months, and paying any future bills that are properly due. Compendium clause 4.15 | 4 | Through discussion with Analyst for Billing and Device and Group Manager, Retail Compliance & Origin Privacy and inspection of Origin's Billing processes and Training Modules, we determined Origin applied the following processes to facilitate the review of a customer account on request during the audit period: <ul style="list-style-type: none"> Origin Customer service agents and case management teams are trained to perform bill reviews upon customer request; Customer service agents are trained to explain the possible reason for high usage. If the customer is not satisfied with the possible explanation, Origin advises the customer of the option to have their meter tested at a fee, which is refunded if the meter is found to be faulty; Customer service agents are trained to be familiar with Origin's Complaints Handling Process and Procedure and are required to advise customers of the existence and operation of that process and procedures as evidenced by review of the training materials; Requests for review of a customer's bill are resolved immediately, or referred to a relevant team for resolution. Where the bill is assessed as correct by Origin informs the customer of the options available and provides the standard amount of time to settle the bill before a late payment fee is applied; | N/P | 1 |
| 167. | If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer <ul style="list-style-type: none"> may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes. Compendium clause 4.16(1)(a) | 4 | | | |
| 168. | If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18. | 4 | | | |

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| | Compendium clause 4.16(1)(b) | | | | |
| 169. | The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable. Compendium clause 4.16(2) | 4 | <ul style="list-style-type: none"> The customer is also advised of the options available where the customer is not happy with the assessment, including the avenues to lodge a complaint and; In the instance that a bill is assessed as incorrect, Origin amends the bill and issues a new invoice, crediting the customer's account with any amount overcharged. Customers have the option to get a refund on the amount overcharged if they already paid the bill <p>Through our testing of 25 invoice samples, we have determined that the Origin bills included a contact number for the Gas ombudsman and Origin.</p> <p>The procedures in place in Customer service where case management agents review status on a regular basis and follows up with the customers to ensure that the customers are informed of the outcome of a review within 20 business days from the date of receipt of the request, or a notification of the status of the review where the outcome has not been informed within 20 business days.</p> | | |
| 170. | If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable. Compendium clause 4.16(3) | 4 | | | |
| 171. | If a retailer proposes to recover an amount undercharged as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must follow the procedure specified in clauses 4.17(2)(a)-(e). Compendium clause 4.17(2) | 4 | <p>Through discussion with the Group Manager, Retail Customer Operations and Analyst, Billing and Device, and a walkthrough of the SAP undercharge process, we understand that Origin had the following process in place during the audit period to recover from customers:</p> <ul style="list-style-type: none"> Origin notifies the customer no later than the next bill if an undercharge is discovered. The bill consists of the undercharge amount in accordance with clause 4.17(2)(c) and a letter is attached with the bill explaining the reason for the undercharge. The customer receives extra time to pay off the new invoice and the amount of time given relates directly to the period of time the amount is being backdated. There is an offer to customers for a payment extension or opportunity to set up a payment plan by contacting Origin in accordance with Compendium clause 4.17(2)(e). Origin doesn't charge customers interest on outstanding amounts but after adhering to the above procedure (per clause 4.17(2)(a)-(e)), a late payment fee may be applied in accordance with clause 4.17(3). | N/P | 1 |
| 171A. | A retailer may charge the customer interest or require the customer to pay a late payment fee only if, after notifying a customer of the amount to be recovered under subclause (2)(c), the customer has failed to pay the amount and has not entered into an instalment plan under subclause (2)(e). Compendium clause 4.17(3) | 4 | | | |

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| | | | <ul style="list-style-type: none"> Origin's processes are designed to recover undercharge credits up 9 months, where WA allows recovery for the 12 months prior. Origin does not have alternative tariffs for WA customers; therefore, Clause 4.17(2)(b) is not applicable. | | |
| 172. | If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to clauses 4.18(6) and (7) ask the customer for instructions as to whether the amount should be credited to the customer's account; or repaid to the customer. No interest shall accrue to a credit or refund referred to in this clause. Compendium clause 4.18(2) and 4.18(5) | 5 | <p>Through discussion with the Group Manager, Retail Customer Operations and Analyst, Billing and Device and examination of Origin's billing overcharge procedures, PwC understands that during the audit period, there were instances where a customer had been overcharged. Origin had the following processes to manage overcharges:</p> <ul style="list-style-type: none"> Origin corrects the bill when an overcharge is identified by reversing the bill to which the overcharge pertains to and issuing an amended bill to the customer. Origin creates an amended bill by crediting the previous invoice amount under 'Other Charges and Adjustments' and reflecting the correct figures on the new invoice This is an SAP automated process Customer is sent an amended bill as soon as possible where an overcharge is identified. The amended bill is issued as soon as possible, usually overnight, by the system when an overcharge is identified and posted to the customer's preferred billing address, allowing Origin to use its best endeavours to inform the customers within 10 business days of becoming aware of the error, defect or default. For customers, who have vacated the supply address, the amended final bill will be sent to their preferred billing address for the final bill. | N/P | 1 |
| 173. | If a retailer receives instructions under clause 4.18(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions. Compendium clause 4.18(3) | 4 | | | |
| 174. | If a retailer does not receive instructions under clause 4.18(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account. Compendium clause 4.18(4) | 5 | Origin's process is to credit the customer's account automatically when an overcharge is identified. When the overcharge occurs on a final bill Origin will ask the customer instructions (in the form of a credit refund letter) with the final bill on what the customer would like to do with the credit balance. Regardless of the amount of the overcharge Origin will credit the customers' accounts | | |
| 175. | If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause 4.18(2), or credit the amount to the customer's next bill. | 5 | Recommendation 04/2019: Origin should ask customers for instructions for all overcharges and adjustments over \$100. | B | 2 |

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| | Compendium clause 4.18(6) | | | | |
| 175A. | <p>If a customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer.</p> <p>If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.18(2); or 4.18(6) where the amount is less than \$100.</p> <p>Compendium clause 4.18(7)</p> | 5 | Through discussion with the Group Manager, Retail Customer Operations and Analyst, Billing and Device we confirmed that Origin did not use an overcharge to offset a previous debt during the audit period. | N/P | N/R |
| 176. | <p>If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d).</p> <p>Compendium clause 4.19(1)</p> | 4 | <p>Through discussion with the Group Manager, Retail Customer Operations and Analyst, Billing and Device and consideration of Origin's billing procedures, we determined that during the audit period there were instances where a customer had required an adjustment. Origin applied the following processes to manage billing adjustments:</p> <ul style="list-style-type: none"> The customer is to be advised of the adjustment amount and the reason for the adjustment no later than via the next bill The customer is not liable for any late fee for the amount owing as a result of the undercharge The customer is to be offered an agreed payment arrangement or additional time to pay based on the period of time over which the undercharge occurred | N/P | 1 |
| 177. | <p>If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and 4.19(7), ask the customer for instructions as to whether the amount should be -</p> <ul style="list-style-type: none"> credited to the customer's account; repaid to the customer; or included as a part of the new bill smoothing | 4 | <p>Through discussion with the Group Manager, Retail Customer Operations and Analyst, Billing and Device and consideration of Origin's billing adjustment processes, PwC understands that during the audit period, there were instances where adjustments made resulted in amounts owing to customers. Origin had the following processes to manage amounts owing to customers:</p> <ul style="list-style-type: none"> Customers can get in touch with Origin to ask for a refund of the amount owing to the customer | N/P | 1 |

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| | arrangement if the adjustment arises under clauses 4.3(2)(a)-(b). No interest shall accrue to a credit or refund referred to in this clause. Compendium clause 4.19(2) and 4.19(6) | | <ul style="list-style-type: none"> Origin would automatically credit the customer's account with amount owing to the customer – refer to recommendation 04/2019 Customer is to be sent an amended bill as soon as possible where an overcharge is identified The amended bill is issued as soon as possible, usually overnight, by the system when an overcharge is identified and posted to the customer's preferred billing address, allowing Origin to use its best endeavours to inform the customers within 10 business days of becoming aware of the error, defect or default | | |
| 178. | If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions. Compendium clause 4.19(3) | 4 | Through discussion with A&NR Team leader, Payments, Senior Payments and Receipting Officer, when a customer asked for refund during the audit period the following occurred: | | |
| 179 | If a retailer does not receive instructions under clause 4.19(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account. Compendium clause 4.19(4) | 5 | <ul style="list-style-type: none"> The customer would go online or call Origin to request a refund via bank transfer, cheque or credit card refund When the request was over the phone, customer was put through to the refunds team and payment is processed on the same day after credit validations Refunds were processed within 12 business days of receiving a request when customer passes all validation checks | | |
| 180. | If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and <ul style="list-style-type: none"> ask the customer for instructions under clause 4.19(2); or credit the amount to the customer's next bill. Compendium clause 4.19(5) | 5 | Refer to obligation 175 for recommendation 04/2019 for obligations 180. | B | 2 |
| 180A. | If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, | 4 | Through discussion with the Credits Insights Specialist and our understanding of Origin's billing process it is a cumulative process in which debts and credits from previous billing periods are automatically set off against each other to reach the amount due for a specific period. All customers are part of this process however, we did not identify any hardship customers and customers experiencing payment difficulties that had issues around credits to accounts. | N/P | 1 |

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| | the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100. Compendium clause 4.19(7) | | When an account is in debt from a previous period and a credit due to an adjustment is identified, Origin used the credit to offset the debt and provide written notice, on the next bill to the customer with a breakdown of the application of the credit balance to the outstanding debt. | | |
| 181. | The due date on the bill must be at least 12 business days from the date of that bill, unless otherwise agreed with the customer. The date of the dispatch is the date of the bill, unless the retailer specifies a later date. Compendium clause 5.1 | 4 | Through discussion with the Credits Insights Specialist, and walkthrough of payments processes we determined that during the audit period, Origin applied the following arrangements to manage the payments cycle of customer bills: <ul style="list-style-type: none"> The bill due date is calculated automatically by SAP, with the due date being 21 calendar days from the date of the bill as one of the pre-set conditions Existing Credit management policies and procedures acknowledge the timeframes specified in the Compendium. We examined a sample residential bills and business bills and observed the due date was at least 12 business days from the date of the bill. | N/P | 1 |
| 182. | Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods: <ul style="list-style-type: none"> in person at 1 or more payment outlets located within the Local Government District of the customer's supply address; by mail; for residential customers, by Centrepay; by telephone by means of credit card or debit card. electronically by means of BPay or credit card; and by telephone by means of credit card or debit card. Compendium clause 5.2 | 4 | Through discussion with the Analyst for Billing and Device and examination of Origin's Invoices and Payments Training Module and a sample bill, we determined that during the audit period, Origin offered each of the payment methods prescribed in s.5.2 of the Compendium. | N/P | 1 |
| 183. | Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits. Compendium clause 5.3 | 4 | Through discussion with the Group Manager, Retail Compliance & Origin Privacy, and examination of Origin's Invoices and Direct Debit Consent terms and conditions they are available free of cost on Origin's website. During the audit period, Origin maintained processes for obtaining a customer's verifiable consent (either verbally recorded over the telephone or written through the online sign-up website) before commencing a direct debit. | N/P | 1 |

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| 184. | A retailer must accept payment in advance from a customer on request. The minimum amount a retailer will accept an advance payment is \$20, unless otherwise agreed with a customer. Compendium clause 5.4 | 4 | Through discussion with the Credit Insights Specialist and Group Manager, Retail Compliance & Origin Privacy, examination of clause 11: Payments of 'Standard and non-standard form of contract and Origin's payments processes, we determined that Origin accepts payment in advance from customers and no minimum amount applies. Origin's EasiPay option also allows for customer to pay amounts towards their future bills to reduce the amounts needed to pay in the future. | N/P | 1 |
| 185. | If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer's bill to a third person, at no charge. Compendium clause 5.5 | 4 | Through discussion with the Credit Insights Specialist and examination of Origin's Financial Hardship policy, we determined that SAP allows customers to have different billing and supply addresses on their accounts, allowing customer to update their billing address to a third party, free of charge. In addition this can be completed by calling Origin. During the audit period Origin applied its standard procedures for customers to have bills redirected to a third party at an alternative postal address, at no charge. | N/P | 1 |
| 186. | A retailer must not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(a)-(d). Compendium clause 5.6(1) | 4 | Through discussion with the Credit Insights specialist and examination of Origin's internal document relating to Late Payment Fee, we determined that during the audit period, Origin's exempts late payment fees for the following: <ul style="list-style-type: none"> • Customers on hardship programs and government funded concession and entitlement programs. • customers who have requested and granted a payment extension • customers on the EasiPay program • customers who are on an instalment plan • any bill under review due to complaints made to Origin or the gas ombudsman. Origin staff are trained in supporting customers with waiving of late payment fees where applicable as evidence in their training modules. | N/P | 1 |
| 186A. | If a retailer has charged a late payment fee in the circumstances set out in clause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill. | 4 | Through discussion with the Credit Insights specialist and Group Manager, Retail Compliance & Origin Privacy, we determined that Origin's processes require late fees to be suspended and where necessary, refunded as soon as it becomes aware of a customer's complaint. | N/P | N/R |

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| | Compendium clause 5.6(2) | | <ul style="list-style-type: none"> If a complaint is received regarding a specific bill, a lock is placed on the account. Origin will not allow for late payment fees to be applied to bills which are under review by the retailer or has a complaint associated with it until a resolution is reached and the customer is given the standard amount of time to settle the bill from the time of resolution. <p>During the audit period there were no instances of application of late payment fees applied to accounts relating to ombudsman complaints.</p> | | |
| 187. | If a retailer has charged a residential customer a late fee, a retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice. Compendium clause 5.6(3) | 4 | <p>Through discussion with the Credit Insights specialist and Group Manager, Retail Compliance & Origin Privacy, we understand that Origin's application of a late payment fee is a one off process for an overdue bill applied through configuration of SAP.</p> <p>Through our walkthrough procedure we determined that SAP is configured to restrict late payment fees to one per the bill and 12 per year. We validated this by obtaining the process flow diagram and the SAP functional specification document for charging late payment fees.</p> | N/P | 1 |
| 188. | A retailer must not charge a residential customer more than 3 late payment fees in relation to the same bill, or more than 12 late payment fees in a year. Compendium clause 5.6(4) | 4 | | | |
| 189. | If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made. Compendium clause 5.6(5) | 4 | <p>Through discussion with the Credit Insights specialist and the Group Manager, Retail Compliance & Origin Privacy and examination of Origin's internal training documents, we determined that during the audit period, Origin applied its standard procedures, which require any late payment fee to be waived or refunded if the customer has been assessed as being in financial hardship. We have obtained evidence of one instance where a customer was waived the late payment fee previously applied to their bill after Origin assessed the customer is in financial hardship.</p> | N/P | 1 |
| 190. | A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in clause 5.7(1), unless the retailer and the customer have agreed to an alternative date. | 4 | <p>Through discussion with the Credit Insights specialist and the Group Manager, Retail Compliance & Origin Privacy and examination of Origin's standard and non-standard form contract, we understand that during the audit period there were instances in which customers had vacated. The vacated supply addresses included those as result of eviction or being required to vacate. Origin has the following procedures in place:</p> | N/P | 1 |

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| | Compendium clause 5.7(1) | | | | |
| 191. | If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay for gas consumed at the customer's supply address from the date the customer gave the retailer notice. Compendium clause 5.7(2) | 4 | <ul style="list-style-type: none"> Contract terms outline the customer's obligation to provide at least 5 days' notice to Origin to finalise their account Origin is to arrange for a special meter read to invoice the customer to the point of a final read for the property The customer's liability for any gas usage is limited to the point at which the customer notifies Origin they have been evicted from their supply address. Customer's liability for any gas usage is limited to the point at which the contract terminates or when customer notifies Origin they have been evicted from the supply address. Origin's management of the customer account closure accommodates the event of eviction. | | |
| 192. | Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent. Compendium clause 5.7(3) | 4 | | | |
| 193. | Notwithstanding clauses 5.7(1) and 5.7(2), a retailer must not require a customer to pay for gas consumed at the customer's supply address in the circumstances specified in clauses 5.7(4)(a)-(c).[4] Compendium clause 5.7(4) | 4 | | | |
| | | | Through discussion with the Credit Insights specialist and the Group Manager, Retail Compliance & Origin Privacy and examination of Origin's standard and non-standard contract, we determined that during the audit period Origin had procedures in place to ensure that: <ul style="list-style-type: none"> A customer was not required to pay for any gas supplied at the supply address after the time when the new customer becomes liable to pay When another retailer becomes responsible for the supply of gas the contract will end and Origin will no longer be able to bill the customer for the gas supplied to the supply address Disconnection of the gas supply will end the contract; therefore, Origin will no longer be able to bill the customer who has consumed at the supply address. Debt is recoverable only from the customer who contracted with Origin | N/P | 1 |
| 195. | A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is experiencing payment difficulties or financial hardship; or while a residential customer continues to make payments under an alternative payment arrangement. Compendium clause 5.8(1) | 4 | Through discussion with Credit Insights specialist and examination of Origin's Training Modules, we determined that during the audit period, Origin's procedures are designed to ensure that it does not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is experiencing payment difficulties or financial hardship; or while a residential customer continues to make payments under an alternative payment arrangement. The processes include (Regulation 48): | N/P | 1 |

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| | | | <ul style="list-style-type: none"> Origin's best endeavours to contact the customer prior to escalating collection efforts and referring the customer to external collection agencies. Offering access to customers who have been assessed as experiencing payment difficulties to alternative interest-free and fee-free payment arrangements, such as: <ul style="list-style-type: none"> Additional time to pay An instalment payment plan; and/or Other arrangements Updating customer status in the notes in SAP once successful payment arrangements have been agreed with the customer Customers who have entered and maintained a payment arrangement with Origin being shielded from legal action, additional recovery costs and restriction of supply. <p>Per Origin's non-standard contract (clause 11) Origin won't commence legal proceedings against a customer for an unpaid amount if (Regulation 20(3)):</p> <ul style="list-style-type: none"> The customer has entered into an instalment plan for the amount and they are complying with that plan; or The customer is a Residential Customer and has informed Origin that they are experiencing Payment Difficulties or Financial Hardship. | | |
| 196. | A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address. Compendium clause 5.8(2) | 4 | <p>Through discussion with the Credit Team Leader and examination of Section 23 of Origin's standard form contract, we determined that during the audit period, Origin applied the following procedures to manage the account finalisation process in a manner which ensures that it does not attempt to recover a debt from a person other than the customer with whom it has entered a contract for the supply of gas to that supply address:</p> <ul style="list-style-type: none"> The customer is not required to pay for any gas supplied at the supply address after the time when the new customer becomes liable to pay The debt is recoverable only from the customer who entered into the contract with Origin. | N/P | 1 |

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| | | | <ul style="list-style-type: none"> After a final bill is sent and an account is finalised for a supply address, the customer is not liable for consumption of gas at the address. | | |
| 196A. | If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer must obtain the other customer's verifiable consent to the transfer of debt. Compendium clause 5.9 | 4 | <p>Through discussion with the Credits Insights Specialist and walkthrough of Origin's payment collection process, we understand that:</p> <ul style="list-style-type: none"> Debt can be transferred from one customer to another. Origin only allows debt transfers when the verifiable consent in the form of letter of Authority/ Statutory declaration has been obtained from new debt recipient. | N/P | 1 |
| 198. | A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within 5 business days from when the residential customer informs the retailer about the payment problems. If the retailer cannot make the assessment within 5 business days, it must refer the customer to a relevant consumer representative to make the assessment. Compendium clause 6.1(1) | 3 | <p>Discussions with the Support Consultant - Customer Payment Solutions and the Compliance Manager confirmed that Origin has completed assessments of residential customers within 5 business days from when the residential customer informed Origin about their payment problems and therefore had not referred residential customers to relevant consumer representatives for the period in scope.</p> <p>Sample testing of residential customers on a payment plan or a hardship plan confirmed that Origin assessed residential customers within 5 business days from when the residential customers informed Origin about their payment problems.</p> | A | 1 |
| 198A. | If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a). Compendium clause 6.1(2) | 3 | <p>The Support Consultant - Customer Payment Solutions and the Compliance Manager advised that no instances of residential customers providing Origin with an assessment from a relevant consumer representative occurred during the period in scope.</p> <p>Through testing of a sample of customers on a payment plan or hardship plan it has been validated, that there were no instances where residential customers provided Origin with an assessment from a relevant consumer representative.</p> | N/P | N/R |
| 199. | When undertaking an assessment regarding payment difficulties or financial hardship, the retailer must, unless the retailer adopts an assessment from a relevant consumer representative, give reasonable consideration to the information given by the residential customer and requested or held by the | 3 | <p>Sample testing of residential customers on a payment plan or a hardship plan confirmed that Origin gave reasonable consideration to the information provided by the residential customer and information held by Origin when undertaking assessments regarding payment difficulties or financial hardship.</p> | A | 1 |

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| | retailer; or a advice given by a relevant consumer representative. Compendium clause 6.1(3) | | Assessments were performed in accordance with the hardship policy and the following information was requested, collected and considered as part of the assessment: <ul style="list-style-type: none"> customer's personal and financial circumstances customer's outstanding account debt customer's consumption history customer's capacity to pay outstanding debt and future consumption customer's financial position to enable them to service an proposed instalment plan | | |
| 200. | A retailer must advise a residential customer on request of the details of an assessment. Compendium clause 6.1(4) | 3 | Sample testing of residential customers on a payment plan or a hardship plan confirmed that Origin provides customers with details of the assessment process and the assessment outcome during the interaction with the customer (phone conversation). In addition a payment plan confirmation letter is provided to the customer to inform the customer about the agreed payment plan details (e.g. starting date, payment frequency, balance information, plan terms and conditions, further assistance available to customer) | A | 1 |
| 200A. | If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions. Compendium clause 6.2(1) | 3 | Discussions with the Support Consultant - Customer Payment Solutions and the Compliance Manager confirmed, that Origin has not referred residential customers to relevant consumer representatives under clause 6.1(1)(b) for the period in scope. Thorough testing of a sample of customers on a payment and a hardship plans it has been validated, that there were no instances where Origin referred customers to a relevant customer representative. | N/P | N/R |
| 201. | If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay. Compendium clause 6.2(2) | 3 | Discussion with the Support Consultant - Customer Payment Solutions, confirmed that Origin automatically applies a temporary suspension of action if a customer is experiencing payment problems. Thorough testing of a sample of customers on a payment and a hardship plans it has been validated, that Origin automatically applied a temporary suspension of action, at the time the customer informed Origin that they experience payment difficulties, until the assessment was completed and an instalment plan was agreed with the customer and/ or the customer representative. | A | 1 |

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| 202. | A retailer must allow a temporary suspension of actions for a period of at least 15 business days. Compendium clause 6.2(3) | 3 | <p>Discussion with the Support Consultant - Customer Payment Solutions, confirmed that Origin automatically applies a temporary suspension of action for a period of 10 business days. Management advised, that to meet the 15 day requirement a manual extension of the suspension is applied.</p> <p>Review of the customer agent training documents scripts; confirmed that a temporary suspension of actions for a period of 15 business days is granted to customers in payment difficulties that contact Origin.</p> <p>Sample testing of residential customers on a payment plan or a hardship plan confirmed that Origin when contacted by the customer advising that they are experiencing payment problems, completed the assessment within 10 business day. Hence no instances were noted, where a manual extension was required.</p> | A | 1 |
| 203. | If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request. Compendium clause 6.2(4) | 3 | <p>The Support Consultant - Customer Payment Solutions and the Compliance Manager advised that no instances occurred during the period in scope, where a relevant consumer representative was unable to complete an assessment on time.</p> <p>Through testing of a sample of customers on a payment and a hardship plans it has been validated, that there were no instances where Origin referred customers to a relevant customer representative.</p> | N/P | N/R |
| 204. | If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1). ¹⁰ Compendium clause 6.3(1) | 3 | <p>Discussion with the Support Consultant - Customer Payment Solutions and the Compliance Manager and sample testing of customers on a payment plan or a hardship plan confirmed that Origin considered the customer's ability to meet the overall costs of their basic living needs and any changes in personal circumstances in order to help determine their capacity to pay.</p> | B | 2 |
| 205. | A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship | 3 | <p>Sample testing of customers experiencing payment difficulties, validated that at Origin followed the procedure specified in clause 6.3(1); and offered</p> | A | 1 |

¹⁰ In accordance with clause 6.3(2), clause 6.3(1) does not apply if a retailer is unable to make an assessment under clause 6.1 as a result of an act or omission by a residential customer.

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| | <p>at least the payment arrangements that are specified in clauses 6.4(1)(a) and (b). Compendium clause 6.4(1)</p> | | <p>alternative payment arrangements specified in clauses 6.4(1)(a) and (b). This includes the following:</p> <ul style="list-style-type: none"> • additional time to pay the bill • an interest-free and fee-free instalment plan under which the residential customer is given additional time to pay a bill or to pay an arrear (this includes any disconnection and reconnection free of charge) • advice about additional assistance that can be available in case the arrangements offered at that moment cannot be respected due to financial hardship. <p>Sample testing of customers experiencing financial hardship, validated that Origin followed the procedure specified in clause 6.3(1); and offered alternative payment arrangements specified in clauses 6.4(1)(a) and (b). This includes the following:</p> <ul style="list-style-type: none"> • additional time to pay the bill • an interest-free and fee-free instalment plan under which the residential customer is given additional time to pay a bill or to pay an arrear (this includes any disconnection and reconnection free of charge) • permission to continue consumption • payment arrangements that assist the customers via the following: • reduced fees, charges or debt; <ul style="list-style-type: none"> ○ revision of alternative payment arrangements; ○ provision of information; ○ payment in advance; and ○ reduced fees, charges or debt. <p>It was noted in relation to clause 6.8(a) that Origin does not advise customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person. (see obligation 211 for observation and recommendation 05/2019)</p> | | |
| 206. | When offering or amending an instalment plan to a residential customer a retailer must ensure that the instalment plan is fair and reasonable taking into | 3 | Discussion with the Support Consultant - Customer Payment Solutions and the Compliance Manager, and sample testing of customers on a payment plan or a hardship plan confirmed that when Origin offered or | A | 1 |

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| 206A. | <p>account the customer's capacity to pay and consumption history, and comply with clause 6.4(3). If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come in to effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes. Compendium clause 6.4(2)</p> | 3 | <p>amended an instalment plan, it was fair and reasonable, taking into account information regarding a residential customer's capacity to pay and their corresponding consumption history.</p> <p>Sample testing of customers on a payment plan or a hardship plan (new or amended plans) confirmed that Origin:</p> <ul style="list-style-type: none"> considered each customer's capacity to pay and consumption history; offered instalment plans in accordance with the customer's situation; notified customers of the amendments to the payment plans at least 5 business days before the amended instalment plan became effective; complied with the requirements of clause 6.4(3); and sent payment plan confirmation letters to customers within 5 business days outlining the details of the customer's instalment plans. | | |
| 207. | <p>If a residential customer has in the previous 12 months had 2 instalment plans cancelled due to non-payment, a retailer does not have to offer that residential customer another instalment plan, unless the retailer is satisfied that the residential customer will comply with the proposed plan. Compendium clause 6.4(4)</p> | 3 | <p>Discussions with the Support Consultant - Customer Payment Solutions and the Compliance Manager, inspection of Origin's financial hardship policy confirmed that if a customer had 2 instalment plans cancelled due to non-payment in the preceding 12 month Origin attempts to contact the customer in order to understand the customer's financial circumstances and to establish a mutually agreeable revised payment plan.</p> <p>Testing of customers, that had 2 instalment plans cancelled due to non-payment in the preceding 12 month identified, that Origin established a new payment plan, if:</p> <ul style="list-style-type: none"> the customer contact Origin and agrees to the revised instalment amount; and Origin is satisfied that the newly agreed instalment can be paid by the customer. | A | 1 |
| 208. | <p>A retailer must give reasonable consideration to a request by a customer, or a relevant consumer</p> | 3 | <p>Discussion with the Specialist Consultant – Community Liaison and inspection of Origin's financial hardship processes, confirmed that Origin agents take into account requests by customers in relation to a reduction of</p> | A | 1 |

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| | representative, for a reduction of the customer's fees, charges, or debt. Compendium clause 6.6(1) | | the customer's fees, charges, or debt. Inspection of internal procedural documents confirmed that all agents, have the authority to waive customer fees, charges or debt, requests do require manager approval in certain circumstances Sample testing of hardship customers confirmed, that Origin gave reasonable consideration to the customer's financial situation by providing different types of payment plans to assist customers with varying levels of support to reduce their debt (including fees and charges). While none of our samples requested a reduction, Origin did offer various fee reductions to customers. | | |
| 209. | In giving reasonable consideration under clause 6.6(1), a retailer should refer to the hardship procedures referred to in clause 6.10(3). Compendium clause 6.6(2) | 3 | Inspection of training modules and guidelines used by Origin's agents confirmed that agents are trained as part of Origin's on boarding process. Training materials contain content which support team members in dealing with customers experiencing hardship. Sample testing of customers on a hardship plan confirmed, that Origin gave reasonable consideration to requests by the customer experiencing financial hardship and applied Origin's processes, internal guidelines and training in order to sensitively and respectfully address these customer's requests. | A | 1 |
| 210. | If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer's obligations under the previously elected payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan. Compendium clause 6.7 | 3 | Discussion with the Support Consultant - Customer Payment Solutions and inspection of Origin's internal financial hardship documentation confirmed that Origin offers customer an alternative or revised payment plan, if: <ul style="list-style-type: none"> • Origin's IT systems detect a customer failing to adhere to their payment plans: or • a customer contacts Origin advising that they will not be able to meet their obligations per their previously elected payment arrangement. Sample testing of residential customers on a hardship plan unable to meet their obligation under the previously elected payment plan confirmed that Origin gave reasonable consideration to the information provided by the residential customer and information held by Origin and offered a new or revised instalment plan. This included offering payment plans to customers when they had previously elected a payment extension. | A | 1 |

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| | | | <p>Re-assessments of the financial situation of hardship customers were performed in accordance with the hardship policy and the following information was requested, collected and considered as part of the assessment:</p> <ul style="list-style-type: none"> • customer's personal and financial circumstances • customer's outstanding account debt • customer's consumption history • customer's capacity to pay outstanding debt and future consumption • customer's financial position to enable them to service a proposed instalment plan | | |
| 211. | <p>A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8. Compendium clause 6.8</p> | 3 | <p>Discussion with the Support Consultant - Customer Payment Solutions and the Compliance Manager, examination of Origin's financial hardship procedures and internal training handbook, and sample testing of customers on a payment plan or a hardship plan validated Origin is advising customers of the following:</p> <ul style="list-style-type: none"> • alternative payment methods • availability of concessions and how to access them • availability of different types of tariffs • availability of independent financial counselling services • availability of other financial assistance and grants schemes and how to access them. <p>It was noted in relation to clause 6.8(a) that Origin does not advise customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person.</p> <p>Recommendation 05/2019: Origin should update their customer agent scripts and financial hardship brochures to include content advising customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person.</p> | B | 2 |
| 212. | <p>A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship</p> | 3 | <p>Through discussions with Group Manager, Retail Compliance & Origin Privacy, we confirmed that:</p> | N/P | N/R |

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| | in consultation with relevant consumer representatives. Compendium clause 6.9(1) | | <ul style="list-style-type: none"> Origin does not set a prescribed minimum payment in advance amount for residential customers experiencing financial hardship or payment difficulties Origin's processes and procedures allow for payment plan arrangements (including for payment in advance) for customers experiencing payment difficulties or financial hardship. | | |
| 213. | A retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers. Compendium clause 6.9(2) | 3 | <p>Management advised that no instances occurred where a minimum payment in advance had to be determined for a residential customer experiencing payment difficulties or financial hardship who consulted a relevant consumer representative.</p> | | |
| 214. | A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer. Compendium clause 6.10(1) | 4 | <p>Discussion with the Support Consultant - Customer Payment Solutions, and inspection of Origin's Financial Hardship Policy, Financial Hardship Assessment Procedures and Training Modules determined that:</p> <ul style="list-style-type: none"> Origin's Financial Hardship Policy and Procedures have been developed in consultation with relevant key stakeholders and customer representative | N/P | 1 |
| 215. | A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2). Compendium clause 6.10(2) | 4 | <ul style="list-style-type: none"> The policy (version August 2017) is available on Origin's website and also on the Authority's website | B | 2 |
| 215A. | A retailer must ensure that its hardship procedures comply with the criteria specified in clause 6.10(3). Compendium clause 6.10(3) | 4 | <ul style="list-style-type: none"> Origin staff are trained to advise customers where the policy can be accessed, or if requested to send a copy via post or email at no charge. | N/P | 1 |
| 216. | If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge. Compendium clause 6.10(4) | 4 | <ul style="list-style-type: none"> the policy has been developed in accordance with the criteria specified in clauses 6.10(2) except for the requirements under 6.10(2)(h)(i). 'Interpreter information' the hardship procedures have been developed in accordance with 6.10(3) <p>Requirement 6.10(2)(h)(i) in the Compendium of Gas Customer Licence Obligations states that the National Interpreter Symbol and the words Interpreter Services have to be included in the hardship policy.</p> <p>Inspection of Origin's Financial Hardship Policy identified that the National Interpreter Symbol appears, but does not include the words <i>Interpreter services</i>. Refer to obligation 250 for recommendation 06/2019.</p> | N/P | 1 |

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| 219. | If directed by the ERA, the retailer must review its hardship policy and hardship procedures and submit to the ERA the results of that review within 5 business days after it is completed. Compendium clause 6.10(6) | 4 | Discussion with the Compliance Manager, confirmed that Origin has not been directed by the ERA to review its Financial Hardship Policy during the period in scope. In addition we confirmed no amendments were made to Origin's hardship policy during the period the latest version is from August 2017. | N/P | N/R |
| 220. | A retailer must comply with the ERA's Financial Hardship Policy Guidelines. Compendium clause 6.10(7) | 4 | Based on the inspection of ERA's Financial Hardship Policy Guidelines and Origin's hardship policy, we have identified that Origin's hardship policy complies with the ERA's Financial Hardship Policy Guidelines, except for the requirement under 6.10(2)(h)(i). 'Interpreter information' refer to obligation 250 for recommendation 06/2019. | B | 2 |
| 220A. | If a retailer makes a material amendment to its hardship policy, the retailer must submit a copy of the amended policy to the ERA within 5 business days of the amendment. Compendium clause 6.10(8) | 4 | Requirement 6.10(2)(h)(i) in ERA' Financial Hardship Policy Guidelines – Electricity & Gas Licences states that the National Interpreter Symbol and the words 'Interpreter Services' have to be included in the hardship policy. Inspection of Origin's Financial Hardship Policy identified that the National Interpreter Symbol appears, but does not include the words <i>Interpreter services</i> . | N/P | N/R |
| 221. | A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties. Compendium clause 6.11 | 4 | Discussion with Customer Advocacy team and inspection of the Financial Hardship Policy and training guidelines confirmed that Origin: <ul style="list-style-type: none"> offers different alternative payment arrangements to business customers considers the size of business and the customer's financial situation on case by case basis when offering alternative payment arrangements During the period in scope, there were occasions in which business customers sought alternative payment arrangements after experiencing financial difficulty. | N/P | 1 |
| 222. | A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2). | 2 | Through discussion with the Credit Insights Specialist and examination of Origin's Annual Compliance Reports submitted to the ERA and testing of disconnections performed during the audit period, we determined that Origin's disconnection process is designed to provide customers with the following. A reminder notice generated and sent to customer 16 days after the bill issue date if the following conditions are met: | A | 1 |

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| | Compendium clause 7.1 | | <ul style="list-style-type: none"> An actual liability of more than \$300 The customer is not facing payment difficulties or financial hardship Origin will use its best endeavours including phone call notification, sending an SMS to the customer's mobile number, calling the customer's land line or emailing the customer The disconnection is not to proceed unless the mandatory checklist, which outlines the above steps, has been completed. <p>The disconnection notice includes the following information:</p> <ul style="list-style-type: none"> the retailer's telephone number for billing and payment enquiries; advice on how the retailer may assist in the event the customer is experiencing payment difficulties or financial hardship; and Due date on the disconnection notice are 23 days after the bill issue date <p>A disconnection warning, detailing customer's outstanding balance and final payment due date, generated and sent to customer 24 days after the bill issue date. The disconnection warning includes the following:</p> <ul style="list-style-type: none"> Origin will disconnect after 10 business days in which the disconnection warning is provided if no payment is received The gas ombudsman and the Freecall telephone number of the gas ombudsman Contact number for Origin for any queries or complaints | | |
| 223. | A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 7.2(1). Compendium clause 7.2(1) | 4 | Through discussion with the Credit Insights Specialist and examination of Origin's Annual Compliance Reports submitted to the ERA and testing of disconnections performed during the audit period, we determined that Origin's disconnection process is designed to provide customer with the following: | N/P | 1 |

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| | | | <ul style="list-style-type: none"> Origin staff have to complete a mandatory checklist, with guidelines as required by Clause 7.2(1) of the compendium, prior to arranging for disconnection of a customer's supply address Disconnecting a customer is the last resort Origin will employ Credit management staff are aware to only disconnect customers for specified reasons A customer will not be disconnected where amounts owing do not relate to the supply of gas or the supply address does not relate to the bill Origin does not offer customers concessions; however in accordance with HUGS guidelines, will provide customers with information about how to access and apply for HUGS As the ERA has not prescribed a minimum amount of the balance outstanding, below which Origin is not permitted to process a disconnection, Origin has implemented a minimum amount for disconnection of \$300. | | |
| 225. | A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in clause 7.4(1) are satisfied. A retailer may arrange for a distributor to carry out 1 or more of the requirements referred to in clause 7.4(1) on behalf of the retailer. Compendium clause 7.4 | 4 | The Credit Insights Specialist confirmed that Origin has not arranged for disconnection of a customer's supply for denying access during the audit period. | N/P | N/R |
| 227. | A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified in clause 7.6. Compendium clause 7.6 | 2 | <p>Through discussion with the Credit Insights Specialist and examination of Origin's Annual Compliance Reports submitted to the ERA and testing of disconnections performed during the audit period, we determined that Origin's disconnection process is designed to provide to ensure that it does not arrange for disconnection of a customer's supply address in the circumstances specified in clause 7.6: Disconnections are not performed:</p> <ul style="list-style-type: none"> if a complaint has been filed by the customer <p>In accordance with compendium 7.6 (2) the distributor is responsible to ensure disconnections do not occur at the following times:</p> | A | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|---|-----------------|-------------------|
| | | | <ul style="list-style-type: none"> • after 3pm Monday to Thursday • On a Friday, Saturday, Sunday, Public Holiday or on the eve of a public holiday <p>In addition Origin has the following procedures in place:</p> <ul style="list-style-type: none"> • Origin has an automated process to communicate disconnection service requests to ATCO <p>Credit team staff are trained to ensure that prior to disconnection, the credit status of the customer account in SAP is not subject to:</p> <ul style="list-style-type: none"> • An open customer complaint (which suspends the disconnection workflow within the system) • Payment difficulty • Financial Hardship • Applicable medical conditions. <p>Through our testing we noted that disconnections that took place during the audit period did not have any complaints or medical conditions nor were customers on a payment or hardship plan at the time of disconnection.</p> | | |
| 228. | <p>In the circumstances specified in clause 8.1(1)(a)-(c), a retailer must arrange for reconnection of the customer's supply address if the customer makes a request for reconnection, and pays the retailer's reasonable charges for reconnection (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges for reconnection.</p> <p>Compendium clause 8.1(1)</p> | 4 | <p>Through discussion with the Credit Insights Specialist and consideration of Origin's reconnection procedures, we determined that during the audit period there were occasions in which customers requested and met the criteria for reconnection.</p> <p>Origin applied the following procedures to arrange for customers to be reconnected:</p> <ul style="list-style-type: none"> • A customer who has failed to pay a bill will be reconnected if the customer has paid the balance owing, has agreed to a payment plan, or has been assessed as being in financial hardship • A customer who has been unlawfully consuming gas, and has subsequently set up an account with Origin (i.e. remedied the breach), will be reconnected, and invoiced for the gas consumed: • will work out the amount owing by contacting the customer's landlord or agent to assess when the customer moved into the premises • Origin may also request evidence of the date when the customer moved in to calculate the period from which to backdate. | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| 229. | A retailer must forward the request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday. Compendium clause 8.1(2) | 4 | <p>Through discussion with the Credit Insights Specialist and examination of Origin's Reconnection procedures and exception reporting processes, we determined that Origin has maintained processes designed to detect:</p> <ul style="list-style-type: none"> • Payments made to disconnected accounts (to identify instances where a customer may have paid an outstanding fee, has requested to be reconnected, but the request has failed in its submission to the distributor) • Failed reconnection requests within the system <p>Through performing sample testing reconnection requests, we did not identify any instances of non-compliance.</p> | N/P | 1 |
| 231. | A retailer must give notice to each of its customers affected by a variation in its tariffs no later than the next bill in the customer's billing cycle. Compendium clause 10.1(1) | 4 | <p>Through discussion with the Group Manager (Retail Compliance & Origin Privacy), we determined that during the audit period, Origin notified the Minister for Energy of changes to prices and fees at least 30 days before the effective date of the tariff variation, which last occurred from 1 July 2018 per email sent to the Minister of Energy on 1 June 2018. The relevant notification was provided via letter and included explanations for the increases.</p> <p>Customers are informed of changes to tariffs at the time of the next bill. Changes to Origin's Standard Prices & Fees are published on Origin's website in prior to the effective date.</p> | N/P | 1 |
| 232. | A retailer must give a customer on request, at no charge, reasonable information on the retailer's tariffs, including any alternative tariffs that may be available to the customer. Compendium clause 10.1(2) | 4 | <p>Through discussion with the Group Manager (Retail Compliance & Origin Privacy) and examination of Origin's publicly available information and Training Modules, we determined that during the audit period:</p> <p>Information regarding tariffs was readily available on Origin's website. Origin's publicly available information outlines that the customer is also able to call the customer service line to receive tariff information over the phone or arrange for a written copy to be provided at no charge via email or post</p> | B | N/R |
| 233. | A retailer must give a customer the information requested on tariffs within 8 business days of the date of receipt of the request and, if requested, a retailer must provide the information in writing. | 4 | | | |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|--|-----------------|-------------------|
| | Compendium clause 10.1(3) | | While Origin does not track customer request for tariffs they have the procedures and training in place to ensure customers are provided the information in required format and timeframe. | | |
| 234. | A retailer must, on request, give a customer their billing data. Compendium clause 10.2(1) | 4 | Through discussion with the Group Manager (Retail Compliance & Origin Privacy) and examination of Origin's Training Modules, we determined that during the audit period, Origin applied its standard practice to direct the customer to access their billing data online through the Origin's online portal upon request. | N/P | 1 |
| 235. | A retailer must give the requested billing data at no charge if a customer requests their billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer. Compendium clause 10.2(2) | 4 | While Origin does not track customer request for billing data they have the procedures and training in place to ensure customers are provided the information in required format and timeframe. | B | N/R |
| 236. | A retailer must give the requested billing data within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data. Compendium clause 10.2(3) | 4 | | | |
| 237. | A retailer must keep a customer's billing data for 7 years. Compendium clause 10.2(4) | 4 | Through discussion with the Group Manager (Retail Compliance & Origin Privacy), we determined that during the audit period, Origin had applied processes and systems for storing billing information from its SAP system for more than 7 years as required | N/P | 1 |
| 238. | A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer). Compendium clause 10.3 | 4 | The Commercial Retail Analysts confirmed that Origin has not offered concessions (as referred to by clause 10.3) during the audit period. However in accordance with HUGS guidelines, will provide eligible customers information regarding the grant (HUGS). For Energy Assistance payments although Origin does not administer the payment, Origin can provide customers with Synergy's contact details. | N/P | N/R |
| 239. | A retailer must give, or make available, to a customer on request and at no charge, general information on: cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances. | 4 | Through discussion with the Group Manager (Retail Compliance & Origin Privacy) we determined that during the audit period Origin had applied its standard practice to refer the customer to the gas usage efficiency information locate on Origin's website. | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|--|-----------------|-------------------|
| | Compendium clause 10.4 | | | | |
| 240. | If a customer asks for information relating to the distribution of gas, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response. Compendium clause 10.5 | 4 | Through discussion with the Compliance Manager and examination of Training Modules, we determined that during the audit period there were occasions in which customers requested information relating to gas distribution. In this event Origin directed all requests for distribution related information to ATCO. The direct number is to be provided to the customer and if requested via phone, the customer is to be transferred directly to ATCO. | N/P | 1 |
| 241. | A retailer must, within 3 months of being subject to the Compendium, lodge with the ERA, a gas customer safety awareness programme. Compendium clause 10.5A(1) | 4 | The Commercial Retail Analysts confirmed that Origin's submitted the Draft gas customer safety awareness program to ERA on 3 July 2017 and final version was approved by ERA on 5 Sept 2017, this is in accordance with the 3 months requirements as Origin obtained their license in May 2017. | N/P | 1 |
| 242. | A retailer must consult with the ERA when preparing the gas customer safety awareness programme. Compendium clause 10.5A(2) | 4 | The Commercial Retail Analysts confirmed that Origin's consulted with the ERA while completing their gas customer safety awareness program. No formal feedback was provided to Origin by the ERA. | N/P | 1 |
| 243. | A gas customer safety awareness programme is to communicate information to customers regarding safety in the use of gas and must address, at a minimum, the information referred to in clause 10.5A(3)(a)-(e). Compendium clause 10.5A(3) | 4 | Through discussion with the Commercial Retail Analysts and examination of Origin's gas customer safety awareness program we noted that the following was included in the document: (a) information on the properties of gas relevant to its use by customers; (b) a notice of the requirement for proper installation and use of approved appliances and equipment; (c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation; (d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and (e) safety procedures to be followed and the appropriate telephone number to call in case of emergency. | N/P | 1 |
| 245. | A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand. | 5 | Through discussion with the Commercial Retail Analysts and examination of Origin's publicly available documentation, we determined that Origin has maintained and applied standard practices, which: <ul style="list-style-type: none"> Require information sent out to customers (such as a Residential Reminder Notice and Invoice) to be written in clear and concise language and a format that is easily interpretable | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|---|-----------------|-------------------|
| | Compendium clause 10.9 | | <ul style="list-style-type: none"> • Provide customer support contact information on all written information for further queries • Ensure customers understand all information provided to them and answer any questions that customers may have. | | |
| 246. | <p>A retailer must advise a customer on request how the customer can obtain a copy of the Gas Marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website.</p> <p>Compendium clause 10.9</p> | 4 | <p>Through discussion with the Group Manager, Retail and Compliance and examination of the customer Welcome Pack and Training Modules, we determined that Origin has established standard practices, which enable Origin staff to:</p> <ul style="list-style-type: none"> • Provide the Gas Marketing Code and Compendium to a customer upon request • Refer customers to the Gas Marketing Code of Conduct and Compendium, which are available on Origin's website. <p>While Origin does not maintain specific records of customers requesting information related to the Gas Marketing Code of Conduct, the information is readily available on the website and provided within the Welcome Pack for all customers.</p> | B | N/R |
| 249. | <p>A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).</p> <p>Compendium clause 10.11(1)</p> | 4 | <p>From examination of Origin's, invoice template and website, we determined that for instances where a customer had requested support services, Origin provides Interpreter Services, TTY (teletypewriter) Services large print copies and further customer assistance upon request at no charge.</p> | N/P | 1 |
| 250. | <p>A retailer and, if appropriate, a distributor must include on a residential customer's bill and bill related information, reminder notice and disconnection warning the telephone numbers for:</p> <ul style="list-style-type: none"> • its TTY services; • independent multi-lingual services; and • interpreter services with the National Interpreter Symbol and the words "Interpreter Services". <p>Compendium clause 10.11(2)</p> | 4 | <p>Our examination of Origin's customer bills, reminder notices and through our testing of disconnection warnings indicates (refer to note 1) that the TTY number (with the words "Teletypewriter (National Relay Service)"), Telephone Interpreter Services information (with the words "Need an interpreter?") and National Interpreter Symbol are included on those documents.</p> <p>While Origin did not include the language "Interpreter Services" on their bills, reminders notices or disconnection warnings the overall messaging is provided to customers.</p> | B | 2 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|--|-----------------|-------------------|
| 251. | A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes. Compendium clause 12.1(1) | 4 | <p>Recommendation 06/2019: Origin to update their bills, reminder notices, disconnection warnings and hardship policy to include the words "Interpreter Services".</p> <p>Through discussion with, Executive Liaison Manager, and examination of Origin's 'Standard complaints and dispute resolution (procedures and Training Modules such as 'Difficult Calls (see attached)' and 'Handle feedback or Complaint'(See internal document attached), we determined through discussion with the Executive Liaison Manager and examination of Origin's policies and Complaint Handling Training Module, we determined that. During the audit period, Origin:</p> <ul style="list-style-type: none"> • Maintained a Complaints Handling Procedure and Complaints Handling Process, supported by internal customer advocacy training and a dedicated Case Management team, designed to comply with Australian Standard AS/NZS 10002:2014, specifically for gas related activities. • Had processes in place to review and update internal documents as necessary when changes are made to complaint handling guidelines or standards • Maintained a mature escalation process, whereby if a customer is not satisfied with the outcome offered, the complaint can be escalated to the Team Leader. • Used a monthly 'end of month report', generated from SAP and submitted to the Senior Management Group to monitor the total number of complaints, a breakdown of the different types of complaints logged and Energy Ombudsman escalations | N/P | 1 |
| 252. | The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014 and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c). The complaints handling process must be available at no cost to customers. Compendium clause 12.1(2) | 4 | <p>Through discussion with the Executive Liaison Manager and examination of Origin's Complaints Handling Training Module, Complaints Handling Process and Complaints Handling Procedure, we determined that: Origin's Complaints Handling Process is structured and designed to comply with Australian Standard AS/NZS 10002:2014 Origin's procedures and training modules outline the:</p> <ul style="list-style-type: none"> • Process of recording a complaint • Process of recording a resolution • Response time and method • Management handling and monitoring process. | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| | | | <ul style="list-style-type: none"> Information on how to lodge a complaint is available to Origin customers at no cost Complaints brochures are available on the website not cost to customers. | | |
| 254. | When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process). Compendium clause 12.1(3)(a) | 4 | <p>Through discussion with the Executive Liaison Manager, and examination of Origin's Complaints Handling Process document we determined that Origin's process includes:</p> <ul style="list-style-type: none"> Escalation to a senior figure if the first line of contact was unsuccessful in resolving the complaint to a satisfactory manner (clause 12.1(3)(a) of the Compendium) The customer to be notified of the outcome and the reason for the outcome in written form, upon request (clause 12.1(3)(b) of the Compendium), where the complaint has not been resolved to the customer's satisfaction. | N/P | 1 |
| 255. | When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Freecall telephone number of the gas ombudsman. Compendium clause 12.1(3)(b) | 4 | <p>Through discussion with the Executive Liaison Manager, and examination of Origin's Complaints Handling Process document and its complaints register, we determined that during the audit period, Origin:</p> <ul style="list-style-type: none"> Had received complaints, which were not resolved internally in a manner acceptable to the customer <p>Maintained processes and practices, which provide for:</p> <ul style="list-style-type: none"> Information to be provided to a customer in accordance with clause 12.1(2) of the Compendium. Notifying customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer. <p>Complaints and dispute resolution procedures states the response timeframe and response method for lodged complaints:</p> <ul style="list-style-type: none"> Origin's aim to acknowledge all complaints within 5 days of submission. Origin will get in touch with the customer via telephone or write/email the customer. The Consultant will then assess the expected time frame for resolution based on the complexity of the complaint. The Consultant will then provide the customer an expected timeframe for resolution | B | 2 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|---|----------------|---|-----------------|-------------------|
| | | | <p>It was identified that management does have third party sales training that addresses the requirement to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer. However this has not been consistently observed across the business.</p> <p>Origin's Customer Service Charter also notifies customers of their right to refer their complaints to the Ombudsman if they are dissatisfied with Origin's response.</p> <p>Recommendation 07/2019: Origin to update training to include the responsibility to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer. In addition include this information in the close out letter provided to customers.</p> | | |
| 255A. | <p>A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and respond to the complaint within 20 business days. Compendium clause 12.1(4)</p> | 4 | <p>Through discussion with the Executive Liaison Manager, walkthrough of the complaint handling process and examination of Origin's Complaints Handling Training Module, we determined that during the audit period Origin had received written Executive complaints from customers and performed the following procedures aligned with their Complaints Handling Process:</p> <ul style="list-style-type: none"> • The complaint acknowledged and initial response on the progress of the complaint was provided within 5 business days • The customer was kept informed of how their complaint was progressing and if the complaint required further investigation. <p>Our sample testing of customer complaints confirmed Origin respond to customer complaints within 5 business days.</p> | N/P | 1 |
| 256. | <p>A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints. Compendium clause 12.2</p> | 4 | <p>Section 3 of the Customer Complaints Guidelines (Guidelines), issued by the ERA in October 2008, and provides energy retailers and distributors with the guiding principles on distinguishing complaints from enquiries. Through discussion with the Executive Liaison Manager and examination of Origin's Complaints Handling Process, we determined that Origin distinguishes customer complaints and customer queries as required by the standard as follows:</p> | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| | | | <p>Complaints are defined as: "Expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required."</p> <p>Enquiries or feedback is defined as: "A request by a customer for information about a product or service provided by the service Provider that does not reflect dissatisfaction."</p> | | |
| 257. | <p>A retailer, distributor and gas marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes. Compendium clause 12.3</p> | 4 | <p>Through discussion with the Executive Liaison Manager, examination of Origins' Standard and non-standard contract terms and consideration of Origins' Complaint Handling Training Modules, we determined that:</p> <p>Origin's contracts includes information relating to Origin's complaints handling process, supplied to the customer free of cost when they sign up with Origin. Customers can also ask to send them a copy through mail free of cost.</p> <p>During the audit period Origin's standard practice for customer requests included:</p> <ul style="list-style-type: none"> • Providing information relating to the complaints handling process to customers upon request, at no charge • Referring customers to the Complaints webpage on the Origin website and the ability to fill in a General Enquiries Form on Origin's website, and get information free of cost, that will assist the customer in utilising Origin's complaint handling process. | N/P | 1 |
| 258. | <p>When a retailer, distributor or gas marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known). Compendium clause 12.4</p> | 4 | <p>Through discussion with the Executive Liaison Manager and the examination of recorded logged complaints (written and via telephone), we observed that Origin's customer service and complaints handling processes provide for:</p> <ul style="list-style-type: none"> • Staff to recognise instances where a complaint does not relate to Origin's Functions within SAP • The matter to be referred to the relevant entity (e.g. ATCO) • The customer to be made aware of the reason for the referral | N/P | 1 |

| Reference No | License reference & Summary of License Obligation | Audit Priority | Observations & Recommendations | Controls rating | Compliance Rating |
|--------------|--|----------------|---|-----------------|-------------------|
| | | | <ul style="list-style-type: none"> The customer to be offered the appropriate entity's direct line, or the call is transferred. | | |
| 281. | A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA. Compendium clause 13.1 | 4 | Through discussion with the Compliance Analyst - Retail and examination of Origin's annual performance reports, we determined that during the audit period, Origin had prepared a report as required by Part 13 of the Compendium for each of the two relevant years. | N/P | 1 |
| 282. | A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA. Compendium clause 13.2 | 4 | As Origin entered the WA market and first acquired customers in August 2017, it did not have any performance data to report for the year ending 30 June 2017. As an oversight, Origin failed to submit a nil performance report for FY17 on time. Origin submitted its nil performance data report to the ERA on 9 October 2017. | B | 2 |
| 283. | A report referred to in clause 13.1 must be published by the date specified by the ERA. Compendium clause 13.3 | 4 | <p>WA reporting requirements are included in the Compliance team's reporting calendar to ensure that relevant reports are submitted on time.</p> <p>The 2018 report was submitted to the ERA prior to September and published on Origin's website within the prescribed 1 October timeframe.</p> <p>Origin has remediated its late submission of its performance report by implementing a compliance calendar with all deadlines. All regulatory reporting requirements are clearly documented and monitored by the Retail Compliance team.</p> | N/P | 1 |

Table 7: Recommendations to address current non-compliances and control deficiencies

| Resolved during the current audit period | | | |
|---|--|---|----------------------------|
| License reference & Summary of License Obligation | Non Compliance / Controls Improvement | Date Resolved and Action taken by licensee | Auditor's comments |
| 102 and 282 | <p>Rating: B2</p> <p>Obligation(s): (102 and 282) <i>Gas Trading Licence clause 23.1 and 2.1 Schedule 2 Compendium clause 13.2</i></p> <p>Origin failed to submit a nil performance report for FY17 on time. Origin submitted its nil performance data report to the ERA on 9 October 2017. This occurred due to an oversight, as Origin did not have any performance data to report for the year ending 30 June 2017.</p> | 31 May 2018 - Origin has remediated its late submission of its performance report by implementing a compliance calendar with all deadlines. All regulatory reporting requirements are clearly documented and monitored by the Retail Compliance team. | No further action required |

| Unresolved during the current audit period | | | |
|---|--|---|--|
| License reference & Summary of License Obligation | Non Compliance / Controls Improvement | Auditor's Recommendation | Action taken by the licensee by end of audit period |
| 01/2019 | <p>Rating: B2, C3</p> <p>Obligation(s): (120, 121, 114) <i>Code of Conduct clause 2.3(2), 2.3(3) and 2.3(4)</i></p> <p>It was identified that during the audit period, some customers were not provided all required information prior to providing their verifiable consent, and in one instance, a customer was provided the terms and conditions for the incorrect state prior to providing their verifiable consent.</p> | We recommend Origin to update training modules, agent scripts and procedures to ensure that all required information, outlined in the Gas Marketing Code of Conduct, is provided to customers prior to obtaining verifiable consent of customers. | The remediation to address this issue has been determined, but will not be finalised until 31/10/2019 |
| 02/2019 | <p>Rating: B2</p> <p>Obligation(s): (136) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.1(a)</i></p> | We recommend that management monitors exception reporting on a regular basis to identify customers invoiced more than once a month to ensure the billing is appropriate. | Origin will include a report of this type 2 non-compliance in its next annual breach report, apart from which, Origin proposes not to take any further action. |

Unresolved during the current audit period

| | | | |
|---------|---|--|---|
| | <p>The auditor observed that a customer may be invoiced more than once a month in the following scenarios:</p> <ul style="list-style-type: none"> • Amended bills • Final Bills <p>Separately, however, there were instances of customers being billed more than once a month attributed to Origin receiving multiple meter reads from ATCO within a month (including instances where the submission of meter reads was delayed). As Origin's automated billing process is based on the receipt of meter reads, multiple bills may be issued within a month.</p> | | |
| 03/2019 | <p>Rating: B2</p> <p>Obligation(s): (137) <i>Australian Gas Association Code clause 4.2.1</i></p> <p>It was observed that in some circumstances, Origin billed customers outside of the prescribed billing timeframe. Customers were not being billed every three months during the audit period. These instances were a result of:</p> <ul style="list-style-type: none"> • Exceptions were related to an "implausible read check" that Origin performed as part of the billing process. It indicated that the read was not obtained timely from the previous billing period requiring a validation and confirmation with the distributor prior to billing the customer. • A service level agreement (SLA) is in place between Origin and a 3rd party operational team to process the exceptions. The exceptions had not been completed within the SLA. | <p>We recommend that management clearly identify the SLAs with the third party and monitor exception reports on a regular basis to ensure bills are sent to customers at least every 105 days. In addition, we recommend to review bills with invoice dates greater than 105 days by developing compliance reporting parameters designed to detect billing outside of 100 days. While it will not prevent this from occurring it provides a detective control.</p> | <p>Origin will include a report of this type 2 non-compliance in its next annual breach report, apart from which, Origin proposes not to take any further action.</p> |
| 04/2019 | <p>Rating: B2</p> | <p>We recommend Origin to ask customers for instructions for all overcharges over \$100, not just Final Bills.</p> | <p>The remediation to address this issue has been determined, but will not be finalised until 31/12/2019</p> |

Unresolved during the current audit period

| | | | |
|---------|---|---|--|
| | <p>Obligation(s): (175 and 180) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.18 (6) and 4.19 (5)</i></p> <p>It was observed that only final bill customers are given instructions on how to request refund or credited to customer's account. Origin's process is to credit the customer's account automatically when an overcharge is identified. When the overcharge occurs on a final bill Origin will ask the customer instructions (in the form of a credit refund letter) with the final bill on what the customer would like to do with the credit balance. Regardless of the amount of the overcharge Origin will credit the customers' accounts</p> | | |
| 05/2019 | <p>Rating: B2</p> <p>Obligation(s): (204, 211) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 6.3 (1) & 6.8 Australian Gas Association Code clause 4.2.1</i></p> <p>It was noted that Origin does not advise customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person. In situations where a customer requests this, Origin will comply, however the customer is not advised that they have this option.</p> | <p>We recommend Origin to update their customer agent scripts and financial hardship brochures to include the relevant information in regards to advising customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person.</p> | <p>The remediation to address this issue has been determined, but will not be finalised until 31/10/2019</p> |
| 06/2019 | <p>Rating: B2</p> <p>Obligation(s): (250, 215, 220, & 147) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.5(1), 6.10(2), 6.10(7), 10.11(2) Australian Gas Association Code clause 4.2.3.3</i></p> | <p>We recommend Origin to update their bills, reminder notices, disconnection warnings and hardship policy to include the words "Interpreter Services".</p> | <p>Origin will include a report of this type 2 non-compliance in its next annual breach report, a part from which, Origin proposes not to take any further action.</p> |

Unresolved during the current audit period

| | | | |
|---------|---|---|---|
| | Origin's bill and hardship policy states "Need an interpreter?" instead of "Interpreter Services." | | |
| 07/2019 | <p>Rating: B2</p> <p>Obligation(s): (255) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 12.1(3)(b)</i></p> <p>Observation(s): It was identified that management does not have a process in place to notifying customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer.</p> | We recommend Origin to update training modules and agent scripts to include the responsibility to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response, and providing Freecall and Freefax number of the Ombudsman to the customer. In addition include this information in the close out letter provided to customers | The remediation to address this issue has been determined, but will not be finalised until 30/11/2019 |

5 Previous audit non-compliances and recommendations

This is the first time that Origin has been required to engage an independent auditor to assess the effectiveness of its measures taken to meet the conditions of its licence. Therefore, there are no previous audit non-compliances and recommendations.

Appendix A – References

Origin staff and representatives participating in the audit

| | |
|---|---|
| ██████████, Group Manager, Retail Compliance & Origin Privacy | ██████████, Group Manager, Retail Customer Operations |
| ██████████, Compliance Analyst, Retail | ██████████, Executive Liaison Manager |
| ██████████, Analyst Billing & Device | ██████████, Support Consultant, Customer Payment Solutions |
| ██████████, Credit Insights Specialist | ██████████, Billing Manager |
| ██████████, Reporting Delivery Manager | ██████████, Specialist Consultant, Community Liaison |
| ██████████, Credit Implementation & Assurance Manager, Credit & Collections | ██████████, Head of Legal, Retail |
| ██████████, Head of Customer Journey Transformation | ██████████, Price & Offer Delivery Manager |
| ██████████, Sales Delivery Manager | ██████████, Governance and Quality Lead, Credit & Collections |
| ██████████, Group Manager, Third Party Sales | ██████████, Senior Sale Manager, Third party sales |
| ██████████, Case Management Team Leader | ██████████, Senior Operational Reporting Analyst |
| ██████████, Senior Data Integrity Analyst | ██████████, Quality Assurance Team Leader |
| ██████████, Sales Fulfilment Operational Support Analyst | ██████████, Sales Delivery Analyst |
| ██████████, A&NR Team leader, Payments | ██████████, Senior Payments & Receipting Officer |
| ██████████, Operation Manager, Customer Service | ██████████, Marketing Automation Manager |

██████████, Manager, Receipting & Vendor

██████████, Business Readiness & Capability Manager

██████████, Manager, Industry & Network Relations

PwC staff participating in the audit

██████████, Partner

██████████, QRP

██████████, Senior Manager

██████████, Senior

██████████, Manager

██████████, Senior

Key documents and other information sources examined

- 2017 and 2018 Annual Compliance Report for Origin Energy (GTL13)
- Disconnection Checklist
- Hardship Policy
- Hardship Procedures
- Complaints 30 May 2017 to 31 May 2019
- Welcome Pack
- Origin Customer Charter
- WA Contracts – Standard and Non- standard
- Disconnections 30 May 2017 to 31 May 2019
- Connections 30 May 2017 to 31 May 2019
- Reconnections 30 May 2017 to 31 May 2019
- 2017 2018 Financial Statements
- Call Handling Learner Pack
- Gas Marketing Code of Conduct
- Induction Sales Program Guide
- SAP screenshots of billing archive rules
- SAP instructions
- Standard Complaints and Dispute Resolution Procedure

- Example of Invoices for customers including
- Direct Debit Terms and Conditions
- Recorded calls for Customer Consent
- Quarterly monitoring of complaints
- Business Continuity Plan
- Customer Notices and Warnings
- Compendium of Gas Customer Licence Obligations
- Natural Gas Safety Plan
- Handling difficult calls learner pack
- ERA KPI Report FY17 FY18 & FY19
- Manage my account learner pack
- Origin Power on program supporting guide
- Monthly and quarterly complaints reports
- Quality Assurance
- Final accounts WA, refunds listings for the period 30/05/2017-31/05/2019,
- SAP Refund Account History Screenshots
- DNP checklist
- Segment 13 Final account after DNP Final with Active
- Australian Gas association (AGA) code
- SAP screenshot that shows the suspension of actions
- KHUB Process- payment plans, disconnections and Easipay
- Assist vulnerable customer steps
- WA Tariffs
- Customer Complaints Guidelines
- Annual Meter Read Schedule
- Compliance for Kiosk Field Sales
- Obligations Register
- SAP Specification Enhancement – Late Payment Charges
- Power On Program Brochure

