



# Performance Audit Report

**Synergy**  
**Electricity Retail Licence (ERL1)**

September 2021

# Contents

1. Independent Auditor's Report	2
2. Executive Summary	11
2.1. Introduction	11
2.2. Objectives	11
2.3. Scope	11
2.4. Audit Planning Approach	12
2.5. Consequence	14
2.6. Likelihood	14
2.7. Inherent Risk	15
2.8. Audit Plan Approval	16
2.9. Execution of the Audit Plan	16
2.10. Audit Team Members and Time Undertaken to Complete Audit	17
2.11. Culture of Compliance	17
2.12. Area of Special Focus	19
2.13. Summary of action for previous audit non-compliances and recommendations	19
2.14. Performance summary from current audit	20
2.15. Current Audit Non-Compliances and Control Deficiencies resolved during current Audit Period	21
2.16. Current Audit Non-Compliances and Control Deficiencies unresolved at end of current Audit Period	49
3. Performance summary	59
4. Observations – Performance Audit Details	81
Appendix 1	228
Licensee's representatives who participated in the audit	228
Appendix 2	229
Key Documentation and information sources	229
Appendix 3	233
Summary of tables	233

# 1. Independent Auditor's Report

## Modified Conclusion

In our opinion, based on the procedures performed as outlined in the Audit Plan approved by the Economic Regulation Authority (dated 15 July 2021), except for the effect of the issues set out in the Basis for Modified Conclusion section below, The Electricity Generation and Retail Corporation ("Synergy") has complied, in all material respects, with the conditions of its Electricity Retail Licence (ERL1) for the period 1 July 2019 to 30 June 2021.

## Basis for modified conclusion

The Licence obligations listed on page 4 were assessed as non-compliant (rating 2, 3 or 4).

## Scope

We have performed a reasonable assurance engagement over Synergy's compliance, in all material respects, with the performance criteria specified in its Electricity Retail Licence (ERL1) (the "compliance requirements") throughout the period being 1 July 2019 to 30 June 2021 ("the specified period").

The assurance engagement was undertaken in accordance with the Economic Regulation Authority's ("the Authority") Audit and Review Guidelines: Electricity and Gas Licences March 2019 ("the Audit Guidelines")

The scope of the assurance work required relates to assessing Synergy's systems and effectiveness of processes and regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the Electricity Retail Licence (ERL1) ("the Licence") issued under *Electricity Industry Act 2004 (WA)*.

## Basis of Our Conclusion

We conducted our engagement in accordance with Australian Standard on Assurance Engagements ASAE 3100 Compliance Engagements (ASAE 3100). We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

In accordance with ASAE 3100 we have:

- Used our professional judgement to plan our procedures and assess the risks that may cause material non-compliance with each of the compliance requirements to be concluded upon;
- Considered internal controls implemented to meet the compliance requirements; however, we do not express a conclusion on their effectiveness; and
- Ensured that the engagement team possess the appropriate knowledge, skills and professional competencies.

## Summary of Procedures

Our procedures consisted primarily of:

- Utilising the Audit Guidelines and the Electricity Compliance Reporting Manual 2018 and 2020 ("the Reporting Manual") 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, approved

by the ERA on 15 July 2021.

- Interviews with and representations from relevant Synergy staff to gain an understanding of process controls.
- Review of documents and walkthrough of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations.
- Sample testing or walkthroughs based on the sample size guide in the approved Audit Plan.

### **How We Define Reasonable Assurance and Material Non-Compliance**

- Reasonable assurance is a high level of assurance but is not a guarantee that it will always detect a material non-compliance with the compliance requirements.
- Instances of non-compliance are considered material if, individually or in the aggregate, they could reasonably be expected to influence relevant decisions of the intended users taken on the basis of Synergy's compliance with the compliance requirements.

### **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 the compliance requirements may occur and not be detected.
- A reasonable assurance engagement throughout the specified period does not provide assurance on whether compliance with the compliance requirements will continue in the future.

### **Use of this Assurance Report**

This report has been prepared for the Directors of Synergy for the purpose of assisting them to meet the compliance requirements of Section 13 of the *Electricity Industry Act 2004 (WA)* and may not be suitable for another purpose.

We understand that a copy of this report will be provided to the Authority for the purpose of reporting on the reasonable assurance engagement for the Licence. We agree that a copy of this report may be provided to the Authority in connection with this purpose, but only on the basis that we accept no duty, liability or responsibility to the Authority in relation to the report. We disclaim any assumption of responsibility for any reliance on this report, to any person other than the Directors of Synergy, or for any other purpose other than that for which it was prepared.

### **Synergy's responsibility**

Management is responsible for:

- the compliance activities undertaken to meet the requirements of the licence;
- identification of risks that threaten the compliance requirements identified above being met and identifying, designing and implementing controls to enable the compliance requirements to be met and, monitoring ongoing compliance;
- Ensuring that it has complied in all material respects with the requirements of the Licence;
- Establishing and maintaining an effective system of internal control over its systems designed to achieve its compliance with the Licence requirements;
- Implementing processes for assessing its compliance requirements and for reporting its level of compliance to the ERA;
- Implementing corrective actions for instances of non-compliance or control deficiencies (if any).

## KPMG's responsibility

Our responsibility is to perform a reasonable assurance engagement in relation to Synergy's compliance with the compliance requirements of Section 13 of the *Electricity Industry Act 2004 (WA)* throughout the specified period and to issue an assurance report that includes our conclusion.

## Our Independence and Quality Control

We have complied with our independence and other relevant ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Accounting Professional and Ethical Standards Board and complied with the applicable requirements of Australian Standard on Quality Control 1 to maintain a comprehensive system of quality control.

### Table of non-compliances:

Reporting Manual number and Licence condition	Issue
<p><b>Legislative Obligation 45:</b> A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer. <i>Electricity Industry Customer Transfer Code, clause 4.17</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer was billed for consumption beyond the transfer time. The breach was a result of the agent incorrectly removing a bill block on an account that was pending a churn out. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021.</p>
<p><b>Legislative Obligation 124:</b> A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act. <i>Electricity Industry Act, section 82 Retail Licence, condition 4.5.1</i></p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where licence charge standing data was not submitted by the due date in the required format to the ERA. The breach was a result of the notification requesting standing data not being provided to Synergy staff members responsible for providing the required data, therefore Synergy's internal regulatory calendar notification was not actioned. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 130</b> A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1). <i>Electricity Industry Act, section 82 Code of Conduct, clause 2.2(1) Retail Licence, condition 6.3.1</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 13 breaches where the standard form contract (SFC) was not made available to the customer within five business days of the SFC being established over the telephone. On six occasions the account was established with the contact person or a third party and not the customer. The SFC does not authorise contact persons/third parties to establish new accounts in the name of the customer.</p> <p>On one occasion the agent changed the name on the contract rather than establishing a new contract for the authorised representative. In the final instance, a customer was not advised during the call that the contract is available on the Synergy website or a copy can be sent to them on request. To remedy the breaches, four customers were contacted and read the correct declaration to which they agreed to. One customer had the account closed at their request and three customers were called but as they were unavailable, a letter to contact Synergy was sent to the customer and notes left on the account in the event the customer called. Through enquiries with the RBU Customer Fulfilment team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 4<sup>th</sup> of April 2021.</p>
<p><b>Legislative Obligation 144:</b> 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.</p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 47 breaches for new connections that were not sent by midnight the same day if the customer called before 3pm, or by 3pm the following business day if the customer called after 3pm resulting in delayed new connection completion. On two occasions the agent did not follow the move in guided process sequence resulting in the automated reconnection service notification to Western Power failing to generate. On one occasion an agent failed to action the customer's request to establish a new connection without further information from the customer. On 16 occasions the agent entered an incorrect supply address or premises type when establishing a new connection causing the connection request to fail. On one occasion the agent selected an incorrect retail</p>

<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<i>Code of Conduct, clause 3.1(2)</i>	tariff, which led to the new connection request failing to be sent to Western Power and on one occasion the customer requested a new account, the declaration was read and accepted, however no account was established in SAP CRM. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 18 <sup>th</sup> of May 2021.
<p><b>Legislative Obligation 145:</b> A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.</p> <p><i>Code of Conduct, clause 4.1</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 10,266 breaches, where bills were issued for a period greater than 63 business days. 1,248 breaches were a result of billing exceptions, printing issues, inconsistent meter reading types and agents not following the relevant account establishment and closure procedures. One breach was a result of a new transaction being introduced for urgent reconnection charges, however the Print Work Bench (PWB) configuration was not updated to consider this line item, and as a result, customer bills which included this charge were not printed or dispatched. 9,016 breaches in 2020/2021 were due to Synergy's fault, error or omission.</p> <p>One breach was a result of an agent following an incorrect reverse move in/move out process.</p> <p>Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide agents with feedback, followed by targeted coaching relating to the breach, reallocation of contact centre staff to billing, establishment of a billing acceleration squad, enhanced billing predictive and reporting capability. Additionally, further actions for 2020/2021 are currently being developed as a work program for the Financial Year 2022 with a 12-month forward view with details noted as a recommendation in this report.</p>
<p><b>Legislative Obligation 154:</b> A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.</p> <p><i>Code of Conduct, clause 4.4</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 227 breaches whereby bills were not issued to the address nominated by the customer. The breaches were as a result of the agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 6<sup>th</sup> of July 2021.</p>
<p><b>Legislative Obligation 155:</b> A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.</p> <p><i>Code of Conduct, clause 4.5(1)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2,017 breaches, where the customer's bill did not contain one of the particulars outlined in subclause 4.5(1) ) due to agent error and delays in network operator energy data provision resulting in concession credit backlog. . Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all the action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021.</p>
<p><b>Legislative Obligation 156:</b> If a retailer identifies and wishes to bill a customer for a 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.</p> <p><i>Code of Conduct, clause 4.5(3)</i></p>	<p>In its 2019/2020 compliance report submitted to the ERA, Synergy self-reported 4,251 breaches where the customer was not advised of the basis of their historical debt before, with or on their next bill. These breaches resulted from agent error and an issue relating to the redesign of bills whereby the incorrect value was input for the transferred amount on the customer debt transfer letter. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 166:</b> 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</p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches, where customer requests to change to an alternative tariff was not completed within ten business days. The breaches were a result of agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge</p>

<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<p>days of the customer satisfying those conditions.</p> <p><i>Code of Conduct, clause 4.12(1)</i></p>	<p>management system (KANA) was reviewed. Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p>
<p><b>Legislative Obligation 169:</b></p> <p>Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.</p> <p><i>Code of Conduct, clause 4.14(2)</i></p>	<p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a customer whose account was in credit at the time of the account closure, was not asked for instructions on the transfer of credit. The breach was a result of the final bill reading being issued as a periodic bill which meant the standard contact script requesting the customer for credit instructions did not apply. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 22<sup>nd</sup> of January 2021.</p>
<p><b>Legislative Obligation 176:</b></p> <p>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), a retailer must do so in the manner specified.</p> <p><i>Code of Conduct, clause 4.17(2)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 16 breaches where customers were billed for undercharges in excess of 12 months. On 2 occasions the breaches occurred when an agent was completing a backdated move in and opened an account for a date more than 365 days prior. On 7 occasions when completing a billing correction process the agent re-billed the account for a date more than 365 days prior. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021.</p>
<p><b>Legislative Obligation 187:</b></p> <p>The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.</p> <p><i>Code of Conduct, clause 5.1</i></p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where payment due dates on a bill did not provide a due date of at least 12 business days from the date of dispatch of the bill. The breach was as a result of Synergy's mailing vendor experiencing an unplanned system outage in July 2019. The incident occurred due to a misinterpretation of the small use code's requirements. Synergy incorrectly included the date of dispatch in the calculation of the 12 business days when determining the due date for payment and not 12 business days from the dispatch of the bill (required based on the application of the Interpretation Act 1984). Synergy self-reported 1 more breach where due dates on a collective bill did not provide a due date of at least 12 business days from the dispatch date of the bill. A collective bill is a bill which relates to a single site with multiple meters or multiple sites with multiple meters. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 189:</b></p> <p>Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.</p> <p><i>Code of Conduct, clause 5.3</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer did not provide their verifiable consent prior to arranging a direct debit facility. The breach was as a result of the agent failing to obtain verifiable consent from the customer to set up the facility. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 27<sup>th</sup> of May 2021.</p>
<p><b>Legislative Obligation 192:</b></p> <p>A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).</p> <p><i>Code of Conduct, clause 5.6(1)</i></p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where customers were incorrectly charged late payment fees whilst an active complaint relating to their current bill was still in progress. The breach was as a result of SAP CRM not being configured to accommodate the scenario where an existing dunning lock (a temporary suspension of collection actions) is already in place prior to a complaint being raised. Therefore, the system was not configured to amend or overwrite the existing dunning lock's expiry date to ensure it remained in place for the duration of a complaint. This resulted in the dunning lock expiring prior to the resolution of the customer complaints. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 196:</b></p> <p>If a residential customer has been assessed as being in financial hardship, a retailer must</p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches where late payment fees were not waived retrospectively, after customers were assessed as being in financial hardship. The breaches were as a</p>



<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<p>retrospectively waive any late payment fee charged to this customer's last bill prior to the assessment being made.</p> <p><i>Code of Conduct, clause 5.6(5)</i></p>	<p>result of agents not following the required documented process and did not waive the late payment fee in SAP CRM as required by the customer support process and Code of Conduct. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Sample testing of residential customers in financial hardship during the audit period noted in one instance, the customer did not have their late payment fees waived by Synergy. It was noted by the RBU Team Leader Financial Hardship that this was the result of agents not following the required documented process.</p>
<p><b>Legislative Obligation 197:</b></p> <p>A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).</p> <p><i>Code of Conduct, clause 5.7(1)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 100 breaches, where customers were charged for electricity they have not consumed after they had moved out of premises. On 43 occasions agents did not submit the request to close the account in SAP CRM. On three occasions an agent entered an incorrect move out date in SAP CRM.</p> <p>On one occasion an agent incorrectly reinstated an account when processing a task. Another breach was a result of a system replication error between SAP CRM and SAP ISU. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 21<sup>st</sup> of June 2021.</p>
<p><b>Legislative Obligation 199:</b></p> <p>Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).</p> <p><i>Code of Conduct, clause 5.7(4)</i></p>	<p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where an existing customer was charged for consumption after a new contract was agreed to with a new customer for the supply address. On 1 occasion the agent did not establish the account in SAP CRM for the new customer causing the existing customer to continue to be billed at the premises and on the second occasion the agent did not submit the request to end the customer's contract in SAP CRM. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 19<sup>th</sup> of June 2021.</p>
<p><b>Legislative Obligation 201:</b></p> <p>A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.</p> <p><i>Code of Conduct, clause 5.8(2)</i></p>	<p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported six breaches, where customers were asked to pay a debt incurred by another customer. The breaches were a result of agent error. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 10<sup>th</sup> of May 2021.</p>
<p><b>Legislative Obligation 201A:</b></p> <p>A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer's verifiable consent to the transfer.</p> <p><i>Code of Conduct, clause 5.8(3)</i></p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where debt was transferred to another customer's account without their verifiable consent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 202:</b></p> <p>If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days,</p>	<p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 84 breaches where customers were not assessed by Synergy for payment difficulty or financial hardship within five business days or were not referred to a relevant consumer representative to make the assessment within five business days. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching</p>



<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<p>refer that customer to a relevant consumer representative to make the assessment.</p> <p><i>Code of Conduct, clause 6.1(1)</i></p>	<p>relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 12<sup>th</sup> of May 2021.</p>
<p><b>Legislative Obligation 206:</b></p> <p>A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.</p> <p><i>Code of Conduct, clause 6.2(2)</i></p>	<p>In its 2020/2021 and 2019/2020 Compliance Reports submitted to the ERA, Synergy self-reported two breaches where customers did not have a temporary suspension of actions placed on their account. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 213:</b></p> <p>When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).</p> <p><i>Code of Conduct, clause 6.4(2)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 93 breaches, where the customers experienced delays in receiving confirmation of the instalment plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 22<sup>nd</sup> of June 2021.</p>
<p><b>Legislative Obligation 214:</b></p> <p>If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.</p> <p><i>Code of Conduct, clause 6.4(3)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 52 breaches, where customers experienced delays in receiving confirmation of the instalment plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 16<sup>th</sup> of December 2020.</p>
<p><b>Legislative Obligation 221:</b></p> <p>A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).</p> <p><i>Code of Conduct, clause 6.10(2)</i></p>	<p>Subclause 6.10(2)(c) requires the retailer to include a statement in its hardship policy that they will treat all customers sensitively and respectfully, although this could be inferred by the tone of the document, the statement is not explicitly included in the Synergy Financial Hardship Policy. Through enquiries with the RBU Essentials Lead, Customer Success, we noted this was due to the Marketing team changing the wording in order to reflect customer friendly language.</p>
<p><b>Legislative Obligation 229:</b></p> <p>Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning,</p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 20 breaches, where the customer was disconnected for non-payment in error. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to give agents feedback, followed by targeted coaching relation to the errors identified including referral to the correct procedures and the customer impacts. Additionally, compliance issues and trends are discussed at weekly and monthly meetings with Synergy's strategic business partners; strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting; and Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant. Management confirmed this was completed by the 15<sup>th</sup> of June 2021.</p>

<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<p>in the manner and timeframes specified in subclause 7.1(1)(c). <i>Code of Conduct, clause 7.1(1)</i></p>	
<p><b>Legislative Obligation 236:</b> A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> <li>• that the person requiring life support equipment is changing supply address;</li> <li>• that the customer, but not the person requiring life support equipment, is changing supply address;</li> <li>• of a change in contact details; or</li> <li>• that the address no longer requires registration as life support equipment address.</li> </ul> <p><i>Code of Conduct, clause 7.7(2)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where:</p> <ol style="list-style-type: none"> <li>(a) one customer requested a change in premises and Synergy did not register the new address as requiring life support; and</li> <li>(b) Synergy failed to notify Western Power of a change in life support registration details within the prescribed timeframe.</li> </ol> <p>These occurred due to a system change implemented to resolve a situation where customer data was not transferring between SAP CRM (front office) and SAP ISU (back office) in specific situations. Although the system change resolved the data transfer issue between the two SAP modules, it inadvertently suspended CDNs being sent by Synergy to Western Power for a short period of time. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 241:</b> A retailer or a distributor must remove the customers' details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7). <i>Code of Conduct, clause 7.7(7)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 3 breaches, where Synergy failed to notify Western Power that life support registration and arrangements were no longer required at premises within the prescribed timeframe. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with Life Support refreshing training conducted and registered in the Synergy training system. Management confirmed this was completed by the 19<sup>th</sup> of March 2021.</p>
<p><b>Legislative Obligation 243:</b> A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2). <i>Code of Conduct, clause 8.1(2)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 97 breaches, where reconnection service notifications were not sent to Western Power by midnight the same day if the customer called before 3pm, or 3pm the following business day if the customer called after 3pm. The breaches were as a result of agent error. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA). Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p>
<p><b>Legislative Obligation 300:</b> A retailer or a distributor must advise the customer in accordance with subclause 12.1(3). <i>Code of Conduct, clause 12.1(3)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 24 breaches, where the customer was not advised in accordance with subclause 12.1(3). The breaches were a result of agent error and not following the documented process. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA). Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p>
<p><b>Legislative Obligation 301:</b> On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and</p>	<p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a written complaint was not acknowledged within 10 business days. The breach was a result of agent error. The actions for 2020/2021 were to provide the relevant agent feedback around workload management and the</p>

<b>Reporting Manual number and Licence condition</b>	<b>Issue</b>
<p>respond to the complaint within 20 business days.</p> <p><i>Code of Conduct, clause 12.1(4)</i></p>	<p>importance of escalating work when timeframes are approaching. All agents completed the annual complaints training module in 2021/2022. Management confirmed this was completed by the 3<sup>rd</sup> of July 2020.</p>
<p><b>Legislative Obligation 302:</b></p> <p>A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.</p> <p><i>Code of Conduct, clause 12.2</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance report submitted to the ERA, Synergy self-reported 199 breaches, where customer complaints were either not recorded, or raised as queries instead of complaints. 184 breaches were a result of the agent not identifying the complaint conversation triggers thereby not identifying the customer having a complaint. 14 breaches were a result of the agent not following the documented process and raising the complaint when asked by a customer to. One breach was a result of the agent acknowledging a complaint but not following the correct procedure and lodging the complaint in the system. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021.</p>
<p><b>Legislative Obligation 402:</b></p> <p>A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.</p> <p><i>Electricity Industry Metering Code, clause 5.17(1)</i></p>	<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported one breach whereby a customer was overcharged on 25 bills due to an incorrect SAP CRM system configuration which resulted in an erroneous multiplier to the customer's consumption data. Through discussion with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>
<p><b>Legislative Obligation 408:</b></p> <p>Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.</p> <p><i>Electricity Industry Metering Code, clause 5.19(3)</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 569 breaches where the CDNs were not sent to Western Power within one business day of Synergy becoming aware of a change in the customer's details. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 5<sup>th</sup> of July 2021.</p>
<p><b>Legislative Obligation 496:</b></p> <p>Subject to specified exceptions, the licensee must offer to supply electricity under a standard form contract to a customer who requests it.</p> <p><i>Electricity Industry (Customer Contracts) Regulations, regulation 40</i></p>	<p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported five breaches of not offering electricity supply on an SFC, with these customers not having a contract opened when requested. The reason for the breach on one occasion was due to the agent not following the backdated move in process, declining to establish an account when a customer would not accept lost consumption at the premises. On two occasions, agents declined to establish a new contract due to an existing contract at the premises. The customer advised that the previous occupant had moved out, however the agent did not open the new account. Through discussion with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 9<sup>th</sup> of November 2020.</p>

# 2. Executive Summary

## 2.1. Introduction

This document presents the findings emanating from The Electricity Generation and Retail Corporation trading as Synergy ("Synergy") Electricity Retail Licence ("ERL1") Performance Audit ("Audit"). Synergy's ERL1 was amended to Version 7 on 1 July 2018 and Version 8 on 13 March 2021 since the previous Audit.

Synergy is Western Australia's largest electricity retailer and generator with more than one million residential, business, and industrial customers. Synergy generates electricity using a range of non-renewable and renewable energy sources predominantly within the south west interconnected system (SWIS) for sale to its customers.

The Audit covered the period 1 July 2019 to 30 June 2021. The Audit was undertaken in accordance with the Audit plan that was presented and approved by the Authority on 15 July 2021.

## 2.2. Objectives

The Audit objective was to evaluate the adequacy and effectiveness of the measures taken by Synergy to meet the performance obligations and quality standards referred to in the ERL1 Version 7 (1 July 2018) and the ERL1 Version 8 (13 March 2021). To this end, the Audit focused on Synergy's systems, processes, governance structures, reporting regimes and regulatory culture to enable compliance with the obligations, standards, outputs and outcomes stipulated in the ERL1.

## 2.3. Scope

The scope of the Audit required an assessment of Synergy's systems, the effectiveness of its processes, and an appraisal of Synergy's use of regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the ERL1. The Audit aimed to identify areas where remedial action is required and recommend corrective action as necessary. In addition, the Audit provided commentary on Synergy's culture of regulatory compliance.

The scope required an assessment of the adequacy and effectiveness of Synergy's performance against the licence requirements for the period 1 July 2019 to 30 June 2021 for ERL1. These were assessed by considering:

- Process compliance – the effectiveness of systems and procedures in place throughout the audit period including the adequacy of internal controls.
- Outcome compliance – the actual performance against standards prescribed in the licence throughout the audit period.
- Output compliance - the existence of the output from systems and procedures throughout the audit period (specifically, proper records exist to provide assurance that procedures are being consistently followed and controls are being maintained).
- Integrity of reporting – the completeness and accuracy of the compliance reports and compliance registers provided to the ERA.
- Compliance with any individual licence conditions – the actual performance against the requirements imposed on the specific licensee by the ERA or specific matters raised by the ERA.
- The special area of focus for this Audit as advised by the Authority was payment difficulties and financial hardship assistance to small use customers.

The key legislation, regulations, codes, licence conditions and guidelines applicable to Synergy’s ERL 1 are:

- Audit and Review Guidelines: Electricity and Gas Licences - March 2019
- Electricity Compliance Reporting Manual July 2018
- Electricity Compliance Reporting Manual June 2020
- Electricity Industry (Customer Transfer) Code 2016
- Electricity Industry (Obligation to Connect) Regulations 2005
- Electricity Industry (Licence Conditions) Regulations 2005
- Electricity Industry (Customer Contracts) Regulations 2005
- Electricity Industry (Code of Conduct) Regulations 2005
- Electricity Industry Act 2004
- Electricity Generation and Retail Corporation (t/a Synergy) ERL 1 Version 7, 1 July 2018 and the ERL 1 Version 8, 13 March 2021
- Code of Conduct for the Supply of Electricity to Small Use Customers 2018
- Electricity Industry (Metering) Code 2012
- Economic Regulation Authority (Licensing Funding) Regulations 2014

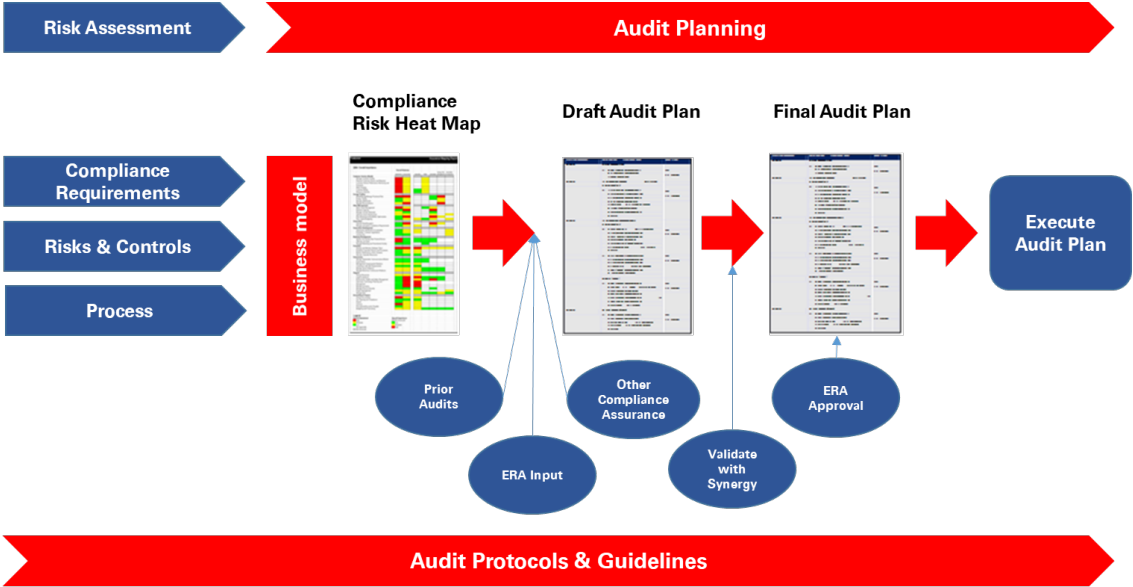
*Site Visits*

The scope of the Audit was undertaken at the Synergy Corporate Office, 219 Forrest Centre Site, and the third-party contact centre in Joondalup.

## 2.4. Audit Planning Approach

In developing the Audit plan, KPMG adopted a risk-based approach, consistent with the Authority’s mandatory methodology for assessing risk, which is based on the ISO 31000:2018 Risk Management – Guidelines.

The diagram below provides a snapshot of the approach adopted in arriving at the Plan.



### Step 1 – Establish the context

This step was undertaken in order to understand Synergy’s business objectives, organisational culture and structure, the regulatory framework, industry codes, licence conditions, underlying systems and processes. Furthermore, this step allowed KPMG to understand Synergy’s risk management culture

and appetite. The key output from this step was the understanding and validation of Synergy’s ERL1 compliance obligation registers that were used as the basis in carrying out subsequent steps, as noted below.

**Step 2 – Identify Risks**

KPMG examined the licence conditions and identified the risks that may affect compliance with these conditions. As part of this, KPMG considered where, when, why and how events could prevent, degrade or delay compliance with the licence obligations. Risk analysis was centred on the compliance risks as tabled below:

Type of Risk	Description
Supply quality and reliability	Delays in new connections, excessive supply interruptions, supply quality standards not met.
Consumer protection	Customer service levels not met, incorrect bills, disconnection and reconnection standards not met, customers unable to access financial hardship assistance.
Legislation/licence	Breach of industry Acts, regulations and codes, contravention of licence conditions.

Table 1: Compliance Risks

**Step 3 – Risk Analysis**

A two-stage approach was adopted in analysing compliance risks:

- Firstly, KPMG identified the consequences and likelihood of the inherent risks to give an overall inherent risk rating.
- Secondly, KPMG identified and assessed the strength of the existing internal controls that mitigate the inherent risks.



## 2.5. Consequence

The consequences of the risk occurring was assessed using the 3-point rating scale described in the table below. The more significant the consequences, the higher the rating value allocated.

Rating (Type)	Classification of non-compliance	Criteria for classification
1	Major	<ul style="list-style-type: none"> <li>The consequences of non-compliance will cause major damage, loss or disruption to customers.</li> <li>or</li> <li>The consequences of non-compliance will endanger or threaten to endanger the safety or health of a person.</li> </ul>
2	Moderate	<ul style="list-style-type: none"> <li>The consequences of non-compliance will affect the efficiency and effectiveness of the licensee's operations or service provision, but will not cause major damage, loss or disruption to customers.</li> <li>or</li> <li>The regulatory obligation is not otherwise classified as Type 1 or Type NR non-compliance.</li> <li>Reclassification of Type 2 to Type 1 may occur in circumstances of systematic non-compliance.</li> </ul>
NR (not reportable)	Minor	<ul style="list-style-type: none"> <li>The consequences of non-compliance are relatively minor – i.e. non-compliance will have minimal effect on the licensee's operations or service provision and do not cause damage, loss or disruption to customers.</li> <li>Compliance with the obligation is immeasurable.</li> <li>The non-compliance is required to be reported to the ERA under another instrument, guideline or code.</li> <li>The non-compliance is identified by a party other than the licensee.</li> <li>or</li> <li>The licensee needs to use only its reasonable or best endeavours to achieve compliance, or the obligation does not otherwise impose a firm obligation on the licensee.</li> </ul> <p>Reclassification of Type NR to Type 2 may occur in circumstances of:</p> <ul style="list-style-type: none"> <li>systemic non-compliance</li> <li>or</li> <li>a failure to resolve non-compliance promptly.</li> </ul>

Table 2: Consequence Rating

## 2.6. Likelihood

The likelihood was assessed using the 3-point rating scale described in the table below:

	Level	Criteria
A	Likely	Non-compliance is expected to occur at least once or twice a year
B	Probable	Non-compliance is expected to occur once every three years
C	Unlikely	Non-compliance is expected to occur once every 10 years or longer

Table 3: Likelihood Rating

## 2.7. Inherent Risk

The inherent risk was arrived through the combination of the consequence rating and the likelihood rating. The inherent risk rating that was used is depicted in the table below:

Likelihood	Consequence		
	1. Minor	2. Moderate	Major
A. Likely	Medium	High	High
B. Probable	Low	Medium	High
C. Unlikely	Low	Medium	High

Table 4: Inherent Risk Rating - Consequence

Described below are the inherent risk ratings:

Level	Description
High	Likely to cause major damage, disruption or breach of licence obligations
Medium	Unlikely to cause major damage but may threaten the efficiency and effectiveness of service
Low	Unlikely to occur and consequences are relatively minor

Table 5: Inherent Risk Rating

### Step 4 - Identify and assess internal controls

Once the inherent risks were identified and classified, KPMG undertook a high-level assessment of the internal controls that are in place to mitigate each inherent risk.

The table below describes the preliminary adequacy rating for existing controls:

Level	Description
Strong	Controls that mitigate the identified risks to a suitable level
Moderate	Controls that only cover material risks; improvement required
Weak	Controls are weak or non-existent and do little to mitigate the risks

Table 6: Adequacy Rating

### Step 5 – Assign audit priority ratings

The next stage in the audit planning process was to determine audit priorities for each of the licence conditions based on the combined rating for inherent risk and control adequacy. The prescribed 5 level audit priority scale was used:

		Preliminary Adequacy of Existing Controls		
		Weak	Moderate	Strong
Inherent Risk	High	Audit priority 1	Audit priority 2	
	Medium	Audit priority 3	Audit priority 4	
	Low	Audit priority 5		

Table 7: Audit Priority

KPMG has adopted a singular approach by considering Synergy’s control register which maps each licence condition to an associated control(s), undertook a risk assessment which included consideration and past compliance performance to determine an audit priority for each licence obligation.

<b>Risk Rating</b>	<b>EIRL1 Risk Ranking by Obligation</b>
High	9
Medium	68
Low	187*
Not Applicable	233
<b>TOTAL</b>	<b>497*</b>

Table 8: Risk Assessment Outcomes

The table below summarises the outcome of the audit priority assessment process.

<b>Audit Priority Rating</b>	<b>EIRL1 Audit Priority by Obligation</b>
Priority 1	0
Priority 2	28
Priority 3	3
Priority 4	62*
Priority 5	171
Not Applicable	233
<b>TOTAL</b>	<b>497*</b>

Table 9: Audit Priority by Obligation

\*The Audit Plan included 61 Priority 4 ratings, subsequently it was identified that obligation 496 was not included in the Audit Plan. The obligation was assessed in line with the criteria and determined to be a Low Risk rating and Priority 4.

## 2.8. Audit Plan Approval

Following the completion of the risk workshops and supporting activities, each obligation was reviewed, and risk prioritised according to its inherent risk rating using the Authority’s methodology. The relevant management team members confirmed the applicable risk and control ratings prior to completion of the Audit plan.

The final Audit Plan was approved by the Authority on 15 July 2021.

## 2.9. Execution of the Audit Plan

The execution stage comprised a singular audit priority assessment of each obligation. Testing took the form of interviews, walkthroughs, document reviews, process and system output reviews, observations and discussion, and substantive testing within requisite areas, with the testing being based on our sample test population. The nature of our testing and various sample sizes is detailed below:

<b>Audit Priority</b>	<b>Nature of Testing</b>	<b>Sample Size (where relevant)</b>
1	Inquiry, inspection and re-performance (where possible)	10
2	Inquiry, observation and inspection	5
3	Inquiry, observation and walkthrough	1
4	Inquiry and observation	1
5	Inquiry and observation	1

Table 10: Nature of Testing and Sample Size

A list of the licensee’s representatives who participated in the Audit is provided in Appendix 1.

A list of key documents and other information sources examined during the course of the Audit is provided in Appendix 2.

We have reported an adequacy of controls rating and compliance rating for applicable obligations using the following structure in line with the Authority’s guidelines:

<b>Performance audit compliance and controls rating scales</b>			
<b>Adequacy of Controls Rating</b>		<b>Compliance Rating</b>	
<b>Rating</b>	<b>Description</b>	<b>Rating</b>	<b>Description</b>
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls – improvement needed	2	Non-compliant – minor effect 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	NR	Not rated – No activity took place during the audit period
N/A	Obligation was identified as not being applicable during the course of the audit	N/A	Obligation was identified as not being applicable during the course of the audit

Table 11: Compliance and Controls Rating Scales

## 2.10. Audit Team Members and Time Undertaken to Complete Audit

The following table outlines the auditor's personnel who undertook the audit and time taken to complete the audit procedures. Fieldwork commenced on 15 July 2021 and was completed on 20 August 2021.

<b>Audit Members</b>	<b>Hours</b>
Travis McAuliffe, Engagement Partner	40
Derek Meates, Quality Assurance Partner	5
Irfan Khandwalla, Associate Director	60
Sarah McCague, Senior Consultant	230
Campbell Willmott, Senior Consultant	170
Nino Volaric, Consultant	170
Matthew McBride, Consultant	170
Total	845

Table 12: Audit Members and Hours

## 2.11. Culture of Compliance

Through conducting the 2021 ERL1 Performance Audit, we note that Synergy management and staff have a positive, proactive culture and attitude towards compliance.

We have highlighted the following key elements of Synergy’s approach to compliance with its licence obligations that support a positive compliance culture across the organisation:

- *Regulatory Compliance Policy (Policy)* – dated 30 March 2021, the Policy is approved by the Board, consistent with ISO:19600 and sets out Synergy leadership commitment to regulatory compliance.

- *Compliance Standard (Standard)* – dated 25 February 2021, the Standard provides guidance on implementing the Policy objectives in a consistent manner across Synergy and embed good compliance management practices into day to day activities.
- *Synergy's Statement of Corporate Intent (SCI)* – includes key measures and targets including a target in the SCIs for the audit period of zero material breaches to legislative compliance requirements.
- *CEO Reporting to Board* – The monthly CEO report to the Board prepared by the Office of General Counsel includes a regulatory licence compliance snapshot of any high customer impact electricity retail licence events that are either currently not meeting or are projected not to meet the internal compliance expectations. As an example, the November 2020 CEO report highlighted that Late Billing performance was not meeting compliance expectations and summarised the reasons why and the actions to be taken to rectify.
- *Regulatory Compliance Report to the Audit and Risk Committee* – the Office of General Counsel provides the Committee with an independent overview of Synergy's regulatory compliance performance. The report tracks and reports on all high customer impact electricity retail regulatory events and identifies any breaches and breach levels that are either currently not meeting or are projected not to meet internal compliance expectations for regulatory events.
- *Incident Management System* – Synergy aims to continuously enable a culture of self-reporting and independent monitoring through the incident management system (Empower) which is also used to track and monitor regulatory compliance incidents from reporting through to remediation items until they are closed.
- *Retail Process Database* – KANA is used to house all procedural documentation and guides, accessible by all Synergy employees.
- *Compliance Change Assessment Tool* – Synergy requires all changes to its systems to pass through a compliance change assessment with details provided by the change owner and developer to compliance stakeholders within RBU, T&T and OGC who independently determine the change is compliant with Synergy's legislative and regulatory requirements.
- *Control Register* – Synergy maintains a control register aligned to the ERL1 licence obligations that details obligation, business owner accountability, risk and control(s) including reference to the respective policies, procedures, education and training programs aligned to the licence obligations. The control registers are independently monitored for currency.
- *Independent and operational compliance teams* – Synergy has dedicated compliance staff across the business to ensure processes and procedures are developed and followed, and compliance is embedded throughout the organisation.
- *Regulatory Training catalogue* – bespoke compliance on-line training courses on a range of related topics are in place that are available to all Synergy staff with mandatory courses aligned to specific roles and responsibilities.
- *Project Spark* – This project was established by Synergy in 2018 to implement recommendations arising from root cause analysis into regulatory non-compliance events. Synergy has advised that all actions arising from Project Spark have now been completed.
- *Strategic business partner performance and compliance* – Synergy works closely with its strategic partners that undertake ERL1 activities including contact centre, collections and hardship management. Compliance issues and trends are discussed at weekly, monthly and quarterly meetings with key strategic business partner senior management and where necessary action plans are requested and managed should service levels reduce. Strategic business partner performance is analysed in monthly compliance and quality assurance reports against contracted service levels. In addition, operational staff from Synergy and strategic business partners regularly exchange knowledge, experience, procedures, systems, education and training.
- Where Synergy self-identified any non-compliance during the audit period, 1 July 2019 to 30 June 2021, Synergy was observed to proactively develop and implement remedial actions with the objective of mitigating the risk of a re-occurrence of the root cause.

- Where instances of non-compliance were identified during audit fieldwork, Synergy proactively undertook investigations with the objective of identifying the cause(s) to enable appropriate corrective measures to be developed and implemented.

#### *Effectiveness of Synergy's culture of compliance and control improvements*

The effectiveness of Synergy's culture of compliance and control improvements can be shown by a downward trend from 2018/2019 (baseline) through to 2020/21 in each of Synergy's key compliance focus areas as follows<sup>1</sup>:

- Reduction in breaches overall across the three years (51,838 down to 10,510<sup>2</sup>)
- Reduction in system and process errors across the three years (49,000 down to 9,662<sup>3</sup>).
- Reduction in people (agent) errors across the three years (2,838 down to 848).

Synergy has also shown improvement in the Audit special focus areas relating to financial hardship and payment difficulty over the three years, as follows:

- 2018/19 where 7 obligations relating to financial hardship and payment difficulty were breached with a total of 11,756 breaches;
- 2019/20 where 4 obligations relating to financial hardship and payment difficulty were breached with a total of 154 breaches;
- 2020/21 where 4 obligations relating to financial hardship and payment difficulty were breached with a total of 46 breaches.

## 2.12. Area of Special Focus

The Authority has nominated one area of special focus for the 2021 ERL1 Performance Audit, namely, Payment Difficulties and Financial Hardship.

As an area of special focus, the respective obligations 202-219 were assigned an Audit priority of 2. Through walkthroughs, enquiries, review of relevant documentation and sample testing, we reviewed the processes Synergy has in place to assist customers experiencing payment difficulties and financial hardship. This included undertaking a sample validation of 10 telephone calls made to Synergy's call centre by customers who were assessed for payment difficulties/financial hardship to check if customers were offered the assistance they were entitled to under the code.

Of the 18 obligations under special focus for Payment Difficulties and Financial Hardship:

- Four were rated as non-compliant with moderate impact on customers or third parties and generally adequate controls with no improvement needed (202, 206, 213, and 214). It was noted all these non-compliances were resolved during the audit period.

## 2.13. Summary of action for previous audit non-compliances and recommendations

There was no Performance Action Improvement Plan (PAIP) arising from the 2019 ERL1 Performance Audit, therefore, our approach to this Audit did not include follow up of prior recommendations.

---

<sup>1</sup> Data has been extracted from Synergy Compliance reports issued to the ERA and via discussions with Synergy OGC Regulation and Compliance (RaC) Team.

<sup>2</sup> Breach count reporting changed from individual breaches to breach events in 2020/21.

<sup>3</sup> There was an increase between 2019/20 and 2020/21 due to impacts of not receiving correct and timely data from the Distributor leading to Synergy breaches.



## 2.14. Performance summary from current audit

This performance audit involved testing 264 out of a total of 497 licence obligations. The 233 obligations not tested were determined as Not Applicable to Synergy during the planning stage of the audit. An additional three obligations were noted as Not Applicable during fieldwork with further information in Section 4. There were also 60 obligations with a Not Rated compliance rating due to no testable events in the audit period. This is consistent with the requirements stipulated within the Audit Guidelines.

The table below provides a summary of the audit outcome. There are 34 obligations rated as non-compliant for the audit period.

ERL1		Adequacy of controls						Subtotal
		A – Adequate controls	B – Generally adequate controls	C – Inadequate controls	D – No controls evident	N/P – Not Performed	N/A – Not Applicable	
Compliance Rating	1 – Compliant	166	1	-	-	-	-	167
	2 – Non-compliant minor	-	23	-	-	-	-	23
	3 – Non-compliant moderate	-	11	-	-	-	-	11
	4 – Non-compliant major	-	-	-	-	-	-	-
	NR - Not Rated	59	-	-	-	1	-	60
	N/A – Not Applicable	-	-	-	-	-	3	3
	<b>Total</b>	<b>225</b>	<b>35</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>3</b>	<b>264</b>

Table 13: Compliance Profile

The table below illustrates the obligations where non-compliances or control improvement opportunities have been identified. Further details can be found in Section 2.15 and 2.16.

Current Audit Non-Compliances and Recommendations	Resolved during current audit period	Unresolved at the end of the current audit period	Total
Obligations - Non-compliant	25	9	34
Obligations - Compliant with opportunity to improve controls	-	-	-
Obligations – Not-rated with opportunity to improve controls	-	-	-
<b>Total</b>	<b>25</b>	<b>9</b>	<b>34</b>

Table 14: Current Audit Non-Compliances and Recommendations

Further details of the overall compliance rating applied to each licence condition or obligation and adequacy of controls is detailed in Section 4 Performance Summary and Section 5 Observations – Performance audit details.

## 2.15. Current Audit Non-Compliances and Control Deficiencies resolved during current Audit Period

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
124	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 124 – A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.</p> <p><b>Details:</b></p> <p>Through enquiries with the OGC RaC team and review of relevant documentation, including the Regulation and Compliance Operations Guidelines, we noted that in the event Synergy receives an instruction from the ERA, the request will be saved within DM, a calendar entry will be created within the Empower Regulatory Calendar to track response timeframe and the response issued to the Authority in accordance with the instruction and timeframe. RaC is the responsible business owner for managing the ERA relationship and is tasked with providing the ERA with the specified information within specified timeframes.</p> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where licence charge standing data was not submitted by the due date in the required format to the ERA. The breach was a result of the notification requesting standing data not being provided to Synergy staff members responsible for providing the required data, therefore Synergy’s internal regulatory calendar notification was not actioned. Through enquiries with the RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>October 2019</p> <p>Management completed the following:</p> <ul style="list-style-type: none"> <li>• The licence standing charge data was submitted to the ERA via email; and</li> <li>• Relevant staff were notified of the importance of monitoring the regulatory calendar. A request was also made to internal and external stakeholders to notify regulation and compliance staff when information is requested by the ERA.</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>
130	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 130 – A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1).</p>	<p>June 2020</p> <p>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and acknowledgement of the customer impacts of the error. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p><b>Details:</b></p> <p>Through enquiries with the RBU Customer Fulfilment team and review of Move In Declaration, How to Order a Brochure, Form or Standard Letter document and Standard Letter Matrix, we noted that SFCs are issued to the customer within five business days of entering the contract over the phone at no charge. The How to Order a Brochure, Form or Standard Letter provides guidance to the Synergy agent when a customer calls and instructs the agent to offer the customer to self-serve and download the requested document from the Synergy website as the first point of call. If the customer doesn't go to the website, the agent will confirm the desired delivery method and check that the mailing address corresponds to the records recorded against the Business Partner. When the agent selects for the contract to be sent within SAP CRM the system automatically sends out the contract to the nominated address. Once the order has been placed, an automatic interaction note is placed on the customer's account that they have requested these documents. It was noted that a hard copy of the documents was not requested during the audit period.</p> <p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 13 breaches where the standard form contract (SFC) was not made available to the customer within five business days of the SFC being established over the telephone. On six occasions the account was established with the contact person or a third party and not the customer. The SFC does not authorise contact persons/third parties to establish new accounts in the name of the customer.</p> <p>On one occasion the agent changed the name on the contract rather than establishing a new contract for the authorised representative. In the final instance, a customer was not advised during the call that the contract is available on the Synergy website or a copy can be sent to them on request. To remedy the breaches, four customers were contacted and read the correct declaration to which they agreed to. One customer had the account closed at their request and three customers were called but as they were unavailable, a letter to contact Synergy was sent to the customer and notes left on the account in the event the customer called.</p> <p>Through enquiries with the RBU Customer Fulfilment team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 4<sup>th</sup> of April 2021.</p>	<p>April 2021</p> <p>Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and acknowledgement of the customer impacts of the error.</p> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.		
144	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 144 – 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.</p> <p><b>Details:</b>  Through enquiries with the OGC RaC team and review of New Connection Moving In document, we noted that when a new request is received the New Connection Service Order is triggered via SAP CRM and sent automatically to Western Power via the Metering Data HUB (MDH) within prescribed time-frames of clause 3.1(2).  In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 47 breaches for new connections that were not sent by midnight the same day if the customer called before 3pm, or by 3pm the following business day if the customer called after 3pm resulting in delayed completions for new connections. Through enquiries with the RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy’s knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 18<sup>th</sup> of May 2021.  Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>June 2020</p> <ul style="list-style-type: none"> <li>These incidents occurred due to agent error. As a result, agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures acknowledgement of the customer impacts of the error. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues and trends are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to reduce human error in agents not following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes that reduces the number of tasks an agent needs to perform and consequently allows agents additional time to complete tasks thus reducing the risk of agent error.</li> </ul> <p>May 2021  These non-compliances occurred due to agent error. As a result, agents were given feedback, followed by targeted coaching relating to errors identified, including referral to the correct procedures and acknowledgement of the customer impacts of the error. Synergy’s knowledge management system was reviewed to ensure the relevant documented processes were compliant and clear to minimise agent error. Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.
156	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 156 – If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of</p>	<p>July 2020</p> <ul style="list-style-type: none"> <li>Where agents did not follow the relevant procedures, they were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and</li> </ul>	We have considered the actions undertaken and consider them appropriate to address the cause of the

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>the amount of the historical debt and its basis, before, with, or on the customer's next bill.</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU Electricity Billing team and examination of the relevant documentation, we noted that when commencing the move-in process, agents will attempt to identify whether the customer has any previous accounts with historical debts. Once identified, provided the debt is less than a specified period, a debt transfer letter will be automatically generated via SAP ISU and sent to the customers nominated address, advising them of the amount and basis of the historical debt prior to their next bill.</p> <p>In its 2019/2020 compliance report submitted to the ERA, Synergy self-reported 4,251 breaches where the customer was not advised of the basis of their historical debt before, with or on their next bill. These breaches resulted from agent error and an issue relating to the redesign of bills whereby the incorrect value was input for the transferred amount on the customer debt transfer letter. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>acknowledgement of the customer impacts of late bills. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</p> <ul style="list-style-type: none"> <li>Compliance issues and trends are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	<p>non-compliance. No further action required.</p>
166	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 166 – 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.</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU team and review of relevant documentation, we noted that should a customer contact Synergy and request a change in tariff, the agent will confirm their eligibility and manually process the change through SAP CRM. Should the customer request a change through the Synergy website, a task will be automatically created through SAP CRM, switching the customer to the</p>	<p>May 2020</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues and trends are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> </ul> <p>June 2021</p> <ul style="list-style-type: none"> <li>These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>new tariff once all eligibility criteria have been met. These changes are made instantly once processed, ensuring Synergy completes the tasks within the ten-business day timeframe.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches, where customer requests to change to an alternative tariff was not completed within ten business days. The breaches were a result of agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>identified including referral to the correct procedures and the customer impacts.</p> <ul style="list-style-type: none"> <li>• Focus during the feedback conversation is on the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	
169	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 169 – Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU team and examination of relevant documentation, we noted that if a customer's account is in credit at the time of closure, agents will contact the customer via their preferred communication method to process the refund. Once instructions are received, the agent will initiate the transfer of credit from the closed account to a new account through SAP ISU. On a daily basis, batch processes are run to ensure funds are processed within 12 business days as per the prescribed timeframe.</p> <p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a customer whose account was in credit at the time of the account closure, was not asked for instructions on the transfer</p>	<p>January 2021</p> <p>The relevant agent was given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Synergy's knowledge management system was reviewed to ensure relevant documented processes were compliant.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>



Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>of credit. The breach was a result of the final bill being issued as a periodic bill which meant the standard contact script requesting the customer for credit instructions did not apply. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 22<sup>nd</sup> of January 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers.</p>		
187	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 187 – The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.  <b>Details:</b>            Through enquires with the RBU Electricity Billing team and review of a sample bill, we noted that Synergy's SAP ISU is currently configured to provide customers with a due date of 13 business days from the dispatch date (14 business days from the invoice posting date).</p> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where payment due dates on a bill did not provide a due date of at least 12 business days from the date of dispatch of the bill. The breach was as a result of Synergy's mailing vendor experiencing an unplanned system outage in July 2019. Prior to this the occurrence was not identified by Synergy, its customers or independent auditors. The incident occurred due to a misinterpretation of the small use code's requirements. Synergy incorrectly included the date of dispatch in the calculation of the 12 business days when determining the due date for payment and not 12 business days <i>from</i> the dispatch of the bill (required based on the application of the Interpretation Act 1984). Synergy self-reported 1 more breach where due dates on a collective bill did not provide a due date of at least 12 business days from the dispatch date of the bill. A collective bill is a bill which relates to a single site with multiple meters or multiple sites with multiple meters. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p>	<p>In its 2020/21 compliance report, Synergy noted the following actions in relation to the due date issue:</p> <p>August 2019</p> <ul style="list-style-type: none"> <li>• Synergy implemented a change request on 15 August 2019 which now provides customers with an additional day to pay their bill i.e. 13 business days from the date of dispatch to make account payment. This provides an allowance should any future outage issues occur.</li> <li>• Synergy engaged an independent consultant to conduct a root cause analysis using Incident Cause Analysis Method (ICAM) investigation methodology. Upon completion of the investigations, the independent consultant made various recommendations with the main recommendation being revision of payment period calculations to include allowance for despatch of invoices by mail and distribution service provider. Synergy implemented this recommendation on 15 August 2019.</li> </ul> <p>These actions specify action taken in relation to the due dates on a collective bill:</p> <p>December 2019</p> <ul style="list-style-type: none"> <li>• Technical staff reviewed the events leading up to the incident and were given feedback and coaching to improve their understanding of the requirements and the customer impacts.</li> <li>• Synergy engaged an independent consultant to conduct a root cause analysis using Incident Cause Analysis Method (ICAM) investigation methodology. Upon completion of the investigations, the independent consultant made various recommendations with the</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.	main recommendation being revision of payment period calculations to include allowance for despatch of invoices by mail and distribution service provider. Synergy implementation this recommendation on 15 August 2019.  Further actions are detailed in the 2019/2020 Annual Compliance Report.	
189	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 189 – Prior to commencing a direct debit facility, a retailer must obtain a customer’s verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.</p> <p><b>Details:</b></p> <p>Through enquires with the RBU Electricity Billing team and examination of the Automatic Direct Debit Confirmation, Direct Debit with Instalments - Functional Design, we noted that customers who wish to apply for a direct debit facility may do so online or by phone. When setting up a direct debit over the phone, an agent will follow a script and require the customer to give their verifiable consent and the date for which they wish to commence, as well as the frequency of payments. A customer may also enter into a direct debit online where they will give their consent through a mandatory check-box function, confirming the customer has read the available Terms and Conditions (T&amp;Cs), consents to setup a direct debit facility, commencement date and payment frequency.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer did not provide their verifiable consent prior to arranging a direct debit facility. The breach was as a result of the agent failing to obtain verifiable consent from the customer to set up the facility. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 27<sup>th</sup> of May 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>November 2019</p> <p>A change request (CR5276) was implemented on 5 September 2019 which corrected the system logic to identify and amend existing dunning locks on customer accounts to ensure they do not expire prior to a complaint being resolved.</p> <p>May 2021</p> <p>The relevant agent was given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</p>	We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
192	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 192 – A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU Electricity Billing team and relevant documentation, we noted that Synergy’s SAP system is configured with the following system controls to prevent late payment fees from being charged to customers:</p> <ul style="list-style-type: none"> <li>• If there is an active complaint or concession associated with the account, the system will automatically prevent a late payment fee being charged to the account.</li> <li>• If a customer is currently on an instalment plan or Promise to Pay (P2P) arrangement, a dunning lock will be placed on the account, preventing late payment fees being charged.</li> <li>• If a customer is assessed as experiencing financial hardship, a dunning lock is placed on the account either automatically (if using the financial hardship assessment tool) or manually, preventing late payment fees being charged. If a lock is placed on an account, but late payment fees have been charged, the agent will manually waive the late payment fee.</li> </ul> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where customers were incorrectly charged late payment fees whilst an active complaint relating to their current bill was still in progress. The breach was a result of the SAP CRM not configured to accommodate the scenario where an existing dunning lock (a temporary suspension of collection actions) is already in place prior to a complaint being raised. Therefore, the system was not configured to amend or overwrite the existing dunning lock’s expiry date to ensure it remained in place for the duration of a complaint. This resulted in the dunning lock expiring prior to the resolution of the customer complaints. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p>	<p>September 2019</p> <p>A change request was implemented on 5 September 2019 which corrected the system logic to identify and amend existing dunning locks on customer accounts to ensure they do not expire prior to a complaint being resolved.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>Sample testing of residential customers in financial hardship during the audit period noted in one instance, the customer did not have their late payment fees waived by Synergy. It was noted by the Team Leader Financial Hardship that this was the result of agents not following the required documented process. However, the late payment fee was charged prior to the customer being assessed as in financial hardship, therefore it does not constitute a non-compliance.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>		
197	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 197 – A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer’s supply address in the circumstances specified in subclause 5.7(1).  <b>Details:</b>  Through enquiries with the RBU Electricity Billing team and review of the Move Out procedures, we noted that Synergy does not charge customers for electricity consumed more than five days after the move out notice is received. Once a customer request for move out is received, the order will be processed in SAP CRM and replicated in SAP ISU, preventing any further billing after the move out date.  In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 100 breaches, where customers were charged for electricity they have not consumed after they had moved out of premises. On 43 occasions agents did not submit the request to close the account in SAP CRM. On three occasions an agent entered an incorrect move out date in SAP CRM.  On one occasion an agent incorrectly reinstated an account when processing a task. Another breach was a result of a system replication error between SAP CRM and SAP ISU. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower.</p>	<p>June 2020</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts of overcharging. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues and trends were discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to reduce human error in agents not following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes that reduces the number of tasks an agent needs to perform and consequently allows agents additional time to complete tasks thus reducing the risk of agent error.</li> </ul> <p>June 2021</p> <ul style="list-style-type: none"> <li>Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts of overcharging.</li> <li>A reminder was issued to agents to reinforce the importance of ensuring the account closure process is followed and Synergy’s knowledge management system was reviewed to ensure the processes were compliant.</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>Additionally, the procedural documentation in Synergy’s knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 21<sup>st</sup> of June 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.	
199	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 199 – Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).  <b>Details:</b>            Through enquiries with the RBU Electricity Billing team and examination of the Move Out procedures, we noted that when a move out is processed for a customer, a service notification is issued to Western Power requesting a final reading. When the final reading is received, SAP ISU will issue a bill for consumption used prior to the move out date. Additionally, SAP CRM is configured to ensure there is only one contract active for a premises at any time, meaning that consumption will only be charged to the active contract holder. When a new contract is opened at a supply address with an existing active contract, it is assumed that the customer has failed to close their account and the previous account will be closed. Synergy’s final bill to the premises requests a customer to contact Synergy if they have any queries in relation to that final bill.</p> <p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where an existing customer was charged for consumption after a new contract was agreed to with a new customer for the supply address. On 1 occasion the agent did not establish the account in SAP CRM for the new customer causing the existing customer to continue to be billed at the premises and on the second occasion the agent did not submit the request to end the customers contract in SAP CRM. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in</p>	<p>June 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct account closure procedures and the customer impacts of overcharging.</li> <li>• Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>• Synergy’s knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul>	We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 19<sup>th</sup> of June 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>		
201	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 201 – A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.  <b>Details:</b>            Through enquires with the RBU Electricity Billing team and review of the Synergy's collections process we noted that Synergy will only recover debts from the customer who holds the account. If a customer contacts Synergy to discuss an account, the agent will complete identification verification prior to proceeding with any discussions. Should Synergy seek to contact a customer via mail in regard to a debt owed, the notice will be issued with the customer's name and address as per the account.</p> <p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported six breaches, where customers were asked to pay a debt incurred by another customer. The breaches were a result of agent error. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 10<sup>th</sup> of May 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>May 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. The agent was given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>
201A	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2</p>	<p>December 2019</p> <ul style="list-style-type: none"> <li>• Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p><b>Legislative Obligation:</b> 201A – A retailer may transfer one customer’s debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer’s verifiable consent to the transfer.</p> <p><b>Details:</b> Through enquiries with the RBU team and review of the Debt Transfer standard operating procedure, we noted that upon request and receiving verifiable consent from the customer receiving the debt, Synergy can transfer a debt to from one customer to another. The debt will be transferred via SAP CRM, and reflected automatically in SAP ISU, allowing this information to be generated on a customer bill.</p> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where debt was transferred to another customer’s account without their verifiable consent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</p> <p>Further actions are detailed in the 2019/2020 Annual Compliance Report.</p>	<p>non-compliance. No further action required.</p>
202	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 3</p> <p><b>Legislative Obligation:</b> 202 – If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days, refer that customer to a relevant consumer representative to make the assessment.</p> <p><b>Details:</b> Through enquiries with the Team Leader, Financial Hardship and examination of relevant documents, we noted Synergy has the following processes in place for assessing whether a residential customer is experiencing payment difficulties or financial hardship within five business days:</p>	<p>May 2020</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues and trends are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduce the risk of</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>



Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<ul style="list-style-type: none"> <li>• When a customer contacts Synergy via phone, the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool.</li> <li>• A dunning lock will be applied to the customer’s account for 15 business days to suspend all credit activities while the assessment is being made. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</li> <li>• A Promise to Pay (P2P) dashboard can be accessed for each customer, detailing their payment history, any extensions, arrangements or formal hardship activities. This allows the agent to make an accurate and timely assessment based on the customer’s account history.</li> <li>• The Financial Hardship Policy is publicly available and outlines key components of the Code of Conduct in relation to Financial Hardship and includes frequently asked questions for customers on eligibility for payment difficulties or financial hardship.</li> <li>• A suite of Financial Hardship Training is offered to agent’s on induction and repeated if their line manager believes they should repeat the training. In addition, training is provided for soft skills to increase the customer experience.</li> <li>• Should a customer qualify for the Hardship Utility Grant Scheme (HUGS), an application will be submitted on the customer’s behalf via the Department of Communities (DoC) website. This assessment will be completed within the 5 business days as stipulated in the Code.</li> </ul> <p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 84 breaches where customers were not assessed by Synergy for payment difficulty or financial hardship within five business days or were not referred to a relevant consumer representative to make the assessment within five business days. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were</p>	<p>agent error. The guided process will now highlight if a customer has been assessed for financial hardship before a payment arrangement is negotiated.</p> <p>May 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Compliance issues and trends are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 12<sup>th</sup> of May 2021.</p> <p>Sample testing of call recordings of residential customers experiencing payment difficulties or financial hardship during the audit period noted all assessments either occurred in the initial call made by the residential customer or within five business days if referred to the Financial Hardship team. It was confirmed by the Team Leader, Financial Hardship that no customers were referred to a relevant consumer representative during the audit period as all assessment were made by Synergy within 5 business days.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
206	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 3</p> <p><b>Legislative Obligation:</b> 206 – A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.</p> <p><b>Details:</b></p> <p>Through enquiries with the Team Leader, Financial Hardship, walkthroughs, and examination of relevant documents, including the Financial Hardship Policy, we noted Synergy has the following processes in place for assessing whether a residential customer is experiencing payment difficulties or financial hardship:</p> <ul style="list-style-type: none"> <li>When a customer contacts Synergy via phone, the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool.</li> </ul>	<p>September 2019</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduces the risk of agent error.</li> </ul> <p>Further actions are detailed in the 2019/2020 Annual Compliance Report.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<ul style="list-style-type: none"> <li>• A dunning lock will be applied to the customer’s account for 15 business days to suspend all credit activities while the assessment is being made. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</li> <li>• A suite of Financial Hardship Training is offered to agents on induction and repeated if their line manager believes they should repeat the training. In addition, training is provided for soft skills to increase the customer experience.</li> <li>• Should a customer qualify for the Hardship Utility Grant Scheme (HUGS), an application will be submitted on the customer’s behalf via the Department of Communities (DoC) website. This assessment will be completed within the 5 business days as stipulated in the Code.</li> </ul> <p>In its 2019/2021 Compliance Reports submitted to the ERA, Synergy self-reported two breaches where customers did not have a temporary suspension of actions placed on their account. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p> <p>Sample testing of call recordings of residential customers experiencing payment difficulties or financial hardship during the audit period noted all but one customer had a temporary suspension of actions placed on their account; however, these customers were not referred to a relevant consumer representative. As the Code of Conduct requires a temporary suspension of actions to be placed on a customer’s account under clause 6.2(2), should the customer request it, this has not constituted a non-compliance.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
213	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating: B / 3</b></p>	June 2020	We have considered the actions undertaken and consider them appropriate

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p><b>Legislative Obligation:</b> 213 – When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).</p> <p><b>Details:</b></p> <p>Through enquiries with the Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, various payment arrangements and confirm the payment arrangement within five business days. These will be processed through SAP CRM, with an agent placing a 15-business day dunning lock on the account to assist with the payment arrangement. Training is provided to agents covering the process for assessing customers regarding payment difficulties and financial hardship, with additional training for soft skills. All agents have access to procedural documents for processing and assessing a payment arrangement in SAP CRM.</p> <p>When determining the payment arrangement, the agent will consider the following information:</p> <ul style="list-style-type: none"> <li>• Customer’s capacity to pay;</li> <li>• Current financial and personal situation;</li> <li>• Debt; and</li> <li>• Consumption history.</li> </ul> <p>We noted once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer within five business days either in writing or electronically, of the following information:</p> <ul style="list-style-type: none"> <li>• The terms of the instalment plan;</li> <li>• The consequences of not adhering to the instalment plan; and</li> <li>• The importance of contacting Synergy if they are unable to make payments.</li> </ul> <p>Synergy advises that as at 30 June 2021 it had 43,713 customers on an instalment plan. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 93 breaches, where the customers experienced delays in receiving confirmation of the instalment</p>	<ul style="list-style-type: none"> <li>• Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Compliance issues and trends are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>• A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduces the risk of agent error.</li> </ul> <p>June 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is on the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Compliance issues and trends are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested. Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting. Synergy’s knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	<p>to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 22<sup>nd</sup> of June 2021.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>All customers were issued a Payment Arrangement letter within the five-business day timeframe.</li> <li>None of the customers received an altered Payment Arrangement letter as their arrangement did not change.</li> </ul> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
214	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 3</p> <p><b>Legislative Obligation:</b> 214 – If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.</p> <p><b>Details:</b></p> <p>Through enquiries with the Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, various payment arrangements and confirm the payment arrangement within five business days. These will be processed through</p>	<p>June 2020</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduces the risk of</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>SAP CRM, with an agent placing a 15-business day dunning lock on the account to assist with the payment arrangement. Training is provided to agents covering the process for assessing customers regarding payment difficulties and financial hardship, with additional training for soft skills.</p> <p>We noted once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer within five business days either in writing or electronically, of the following information:</p> <ul style="list-style-type: none"> <li>• The terms of the instalment plan;</li> <li>• The consequences of not adhering to the instalment plan; and</li> <li>• The importance of contacting Synergy if they are unable to make payments.</li> </ul> <p>We noted once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 52 breaches, where customers experienced delays in receiving confirmation of the instalment plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 16<sup>th</sup> of December 2020.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>• All customers were issued a Payment Arrangement letter within the five-business day timeframe.</li> </ul>	<p>agent error. The guided process will now highlight if a customer has been assessed for financial hardship before a payment arrangement is negotiated.</p> <p>December 2020</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<ul style="list-style-type: none"> <li>None of the customers received an altered Payment Arrangement letter as their arrangement did not change.</li> </ul> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
229	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 3  <b>Legislative Obligation:</b> 229 – Prior to arranging for a disconnection of a customer’s supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).  <b>Details:</b>  Through enquiries with the RBU Essentials Lead, Customer Success and the T&amp;T Compliance Analyst supplemented with walkthroughs and review of relevant documentation, including the Disconnections Standard Operation Procedure and the Collections Strategy, we noted that SAP ISU is configured to automatically generate a reminder notice when the customer has an overdue balance at day 15 after the invoice due date. This reminder notice is sent to Synergy’s external mailing vendor on a daily basis who then sends to the customer. The RBU Application Support Team monitor the daily batch process to ensure that reminder notices jobs are completed within the agreed business timeframe thresholds. Prior to disconnection, Synergy will use best endeavours to contact the customer. Agents are instructed to follow the disconnection calling script to ensure consistent communication to advise of the proposed disconnection. Additionally, SAP ISU will automatically generate a disconnection warning letter when the customer has an overdue balance of at least 20 business days after the invoice due date.  In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 20 breaches, where the customer was disconnected for non-payment in error. Through enquiries with the RBU</p>	<p>February 2020</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested.</li> <li>A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduces the risk of agent error.</li> </ul> <p>June 2021</p> <ul style="list-style-type: none"> <li>Relevant agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested.</li> <li>Synergy’s knowledge management system was reviewed to ensure the relevant documented processes were compliant.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>



Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to give agents feedback, followed by targeted coaching relation to the errors identified including referral to the correct procedures and the customer impacts. Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested; and Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant. Management confirmed this was completed by the 15<sup>th</sup> of June 2021.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
236	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 3  <b>Legislative Obligation:</b> 236 – A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> <li>• that the person requiring life support equipment is changing supply address;</li> <li>• that the customer, but not the person requiring life support equipment, is changing supply address;</li> <li>• of a change in contact details; or</li> <li>• that the address no longer requires registration as life support equipment address.</li> </ul> <p><b>Details:</b>  Through walkthroughs and enquiries with the Life Support Team Leader, and review of the Life Support Standard Operation Procedure, we noted Synergy records the required changes on the customer life support details in SAP CRM upon receiving the customer request. System access to process this change is restricted to only those users with SAP Life Support access i.e. those who have completed the required Life Support training and six-monthly refresher training.</p>	<p>July 2019</p> <ul style="list-style-type: none"> <li>• The agents were given feedback and coaching to improve understanding of the requirements and the customer impacts and was required to undertake refresher life support training on the relevant requirements and procedures.</li> <li>• Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested.</li> <li>• A system change was implemented on 25 June 2020 whereby an automatic task to the life support team is sent upon establishment of a new contract for a customer that has an existing life support registration. In addition, a life support "pop up" window in SAP CRM also initiates when a life support registered account is accessed, requiring agents to indicate if the call is related to life support changes and if so, SAP CRM will send a task the life support team.</li> </ul> <p>Further actions are detailed in the 2019/2020 Annual Compliance Report.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>The following was noted in relation to change of life support customer details:</p> <ul style="list-style-type: none"> <li>• If a life support customer is moving to a different premises, the agent is required to verify the customer will require life support equipment at the new premises and raise a task for the Life Support Team to complete the task.</li> <li>• If a life support customer requests a change in contact details, a task detailing the changes will be raised to the Life Support team and processed.</li> <li>• Should a customer request removal of life support registration, a task will be work flowed to the Life Support team to process and once complete, a confirmation letter will be sent to the mailing address listed on the account.</li> </ul> <p>Once the life support information is entered in SAP, an automatic notification is issued to Western Power via a CDN. In addition to this, a spreadsheet is maintained by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where:</p> <ol style="list-style-type: none"> <li>(a) one customer requested a change in premises and Synergy did not register the new address as requiring life support; and</li> <li>(b) Synergy failed to notify Western Power of a change in life support registration details within the prescribed timeframe.</li> </ol> <p>These occurred due to a system change implemented to resolve a situation where customer data was not transferring between SAP CRM (front office) and SAP ISU (back office) in specific situations. Although the system change resolved the data transfer issue between the two SAP modules, it inadvertently suspended CDNs being sent by Synergy to Western Power for a short period of time. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p>		

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>Sample testing was conducted over life support applications and changes during the period and it was noted Synergy notified Western Power of a change in life support registration details within the prescribed timeframe.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
241	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 3</p> <p><b>Legislative Obligation:</b> 241 – A retailer or a distributor must remove the customers’ details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <p><b>Details:</b></p> <p>Through walkthroughs and enquiries with Life Support team Leader, and review of the Life Support Standard Operation Procedure, we noted Synergy will remove a customer’s details from the life support equipment register in the following circumstances:</p> <ul style="list-style-type: none"> <li>• If the person who requires the life support equipment vacates the supply address; or</li> <li>• The person who required life support equipment, no longer requires life support equipment; or</li> <li>• If the customer fails to provide the information requested for three yearly recertification within the prescribed timeframe i.e. three months.</li> </ul> <p>SAP has in-built system controls to issue the recertification letter to the customer at specified time periods. If no customer response is received after the third contact attempt, the life support flag is removed after a period from the last contact attempt.</p> <p>Once the life support is removed in SAP, an automatic notification is issued to Western Power via a Customer Detail Notification (CDN). In addition to this, a spreadsheet is maintained by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests</p>	<p>April 2020</p> <ul style="list-style-type: none"> <li>• Relevant agents were given feedback and coaching to improve understanding of the requirements and the customer impacts and were required to undertake refresher life support training on the relevant requirements and procedures.</li> <li>• Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy’s strategic business partners and where necessary action plans requested.</li> <li>• A system change was implemented on 25 June 2020 whereby an automatic task to the life support team is sent upon establishment of a new contract for a customer that has an existing life support registration. In addition, a life support "pop up" window in SAP CRM also initiates when a life support registered account is accessed, requiring agents to indicate if the call is related to life support changes and if so, SAP CRM will send a task the life support team.</li> </ul> <p>March 2021</p> <ul style="list-style-type: none"> <li>• Relevant agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is on the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Synergy’s knowledge management system was reviewed to ensure the processes were compliant and clear.</li> <li>• Relevant agents were required to complete Life Support refresher training modules to embed the coaching and feedback and reinforce the importance of following correct procedures in addition to their annual life support training module.</li> </ul> <p>Further actions are detailed in the 2019/2020 Annual Compliance Report.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>received on the same day and requests received after 3:00pm are reported on the next business day.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 3 breaches, where Synergy failed to notify Western Power that life support registration and arrangements were no longer required within the prescribed timeframe. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with Life Support refreshing training conducted and registered in the Synergy training system. Management confirmed this was completed by the 19<sup>th</sup> of March 2021.</p> <p>Sample testing was conducted over life support changes during the audit period and it was noted that Synergy completed the recertification process within the prescribed timeframe for all samples.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
243	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 3</p> <p><b>Legislative Obligation:</b> 243 – A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).</p> <p><b>Details:</b></p> <p>Through enquiries, a walkthrough with the Credit Officer and examination of the Reconnection Criteria, we noted that Synergy will forward a re-energisation request to Western Power within the required timeframes via the Western Power portal. A CDN will be raised by Synergy on the day the reconnection is requested if the request is received prior to 3pm. If a request is received after 3pm or on a weekend, it will be raised the following business day. The Reconnection Criteria document details the</p>	<p>January 2020</p> <ul style="list-style-type: none"> <li>The cache had to be manually updated followed by manual clearance of "blocked" messages which gradually resulted in the system functionality and message flow returning to normal.</li> <li>A cache status check activity has been added to daily system performance monitoring activity list which ensures a cache status verification is completed every 2 hours during business days.</li> <li>A change request (CR5185) was implemented on 10 October 2019 which re-introduced the disconnected premises alert. This change request also enhanced this alert to also provide agents with the proposed disconnection date.</li> </ul> <p>June 2020</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>reconnection process and request process for the agents to ensure timelines are met.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 97 breaches, where reconnection service notifications were not sent to Western Power by midnight the same day if the customer called before 3pm, or 3pm the following business day if the customer called after 3pm. The breaches were as a result of agent error. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries, examination of documentation, and walkthroughs, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>	<ul style="list-style-type: none"> <li>• The agents were given feedback and coaching to improve understanding of the requirements and the customer impacts and was required to undertake refresher life support training on the relevant requirements and procedures.</li> <li>• Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested.</li> <li>• A system change was implemented on 6 December 2019 establishing a guided process to assist agents in following standard procedures within SAP CRM. The dashboard has system validations and automated steps within standard processes allowing agents additional time to complete tasks and therefore reduces the risk of agent error. The process will notify an agent of the energisation status of a premises to remind agents of the required actions. In addition, when a task is required for reconnection standardised information is included which ensures all the required information is present.</li> </ul> <p>September 2020</p> <ul style="list-style-type: none"> <li>• Access to the spreadsheet used to maintain System Batch passwords is restricted to the SAP Security Analyst and SAP Basis Lead roles. A new verification process has been implemented which requires any changes to the details or passwords within this spreadsheet to be emailed to and verified/confirmed by the other party.</li> <li>• Synergy has existing system batch event monitoring capability. This capability has been enhanced to identify and alert batch job failures more quickly allowing faster investigation if the issue were to reoccur.</li> <li>• The failed batch job which involved sending reconnection service notifications has been added to the critical list of batch jobs. Critical batch jobs are monitored twice a day (start and end of day) to ensure they are successful.</li> <li>• The failed batch job has been re-configured to run at periodic intervals to ensure that it resumes after any system outage. The previous batch monitoring capability was set-up based on a "load-of-events" criteria – i.e., the batch file would only trigger if there were notification events in the queue to be sent. This historic job scheduling configuration, however, will not resume in the event of</li> </ul>	

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
		<p>any system outage (either planned or un-planned) thus resulting in notifications not being sent.</p> <p>June 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested.</li> <li>• Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant and clear.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	
300	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B/ 2</p> <p><b>Legislative Obligation:</b> 300 – A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU team and review of the General Complaints Process, we determined that Synergy will advise the customer in accordance with subclause 12.1(3). Should a customer be unsatisfied with the resolution they receive, they will be referred to a senior Synergy employee and/or provided the contact details for the Electricity Ombudsman. Once a resolution has been reached which is satisfactory to the customer, they will be informed via their preferred communication method. If the customer does not respond after three attempts, a complaints resolution letter will be sent via mail or email with the resolution detailed.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 24 breaches, where the customer was not advised in accordance with subclause 12.1(3). The breaches were as a result of agent error and not following the documented process. Through enquiries with the RBU</p>	<p>July 2020</p> <ul style="list-style-type: none"> <li>• Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is around the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Compliance issues, trends and performance are discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary action plans requested.</li> </ul> <p>June 2021</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant and clear and all agents completed the annual complaints training module.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>		
301	<p><b>Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 301 – On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.  <b>Details:</b>            Through enquiries with the RBU team and review of the General Complaints Process, we determined that Synergy will advise the customer in accordance with subclause 12.1(4). Once a customer informs Synergy of a complaint, the agent will either confirm acknowledgement over the phone immediately, or if received in writing, within ten business days. Complaints are recorded within the SAP CRM Complaints Module and monitored on a daily basis by the RBU Application Support team to ensure tasks are completed within agreed timeframes and reported through the relevant Business Owner. Once a resolution has been reached which is satisfactory to the customer, they will be informed via their preferred communication method. If the customer does not respond after three attempts, a complaints resolution letter will be sent via mail or email with the resolution detailed.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a written complaint was not acknowledged within 10 business days. The breach was a result of agent error. The actions for 2020/2021 were to provide the relevant agent feedback around workload management and the importance of escalating work when timeframes are approaching. All</p>	<p>July 2020</p> <ul style="list-style-type: none"> <li>The relevant agent was given feedback around workload management and the importance of escalating work when timeframes are approaching. All agents completed the annual complaints training module in 2021/22.</li> </ul> <p>Further actions are detailed in the 2020/2021 Annual Compliance Report.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>



Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p>agents completed the annual complaints training module in 2021/22. Management confirmed this was completed by the 3<sup>rd</sup> of July 2020.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>		
402	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 402 – A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user’s customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.  <b>Details:</b>            Through enquiries with the RBU team, and review of the Automated Billing Process, we noted that Synergy’s billing process is automated, and SAP ISU will only bill a customer based on estimated or actual meter readings supplied by Western Power through the Meter Data Hub (MDH). This is displayed on the customer’s bill, and the relevant standing data and energy data (as detailed in clause 4.5 of the Code of Conduct for Small Use Customers) is also provided on the bill.            In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported one breach whereby a customer was overcharged on 25 bills due to an incorrect SAP CRM configuration resulted in an erroneous multiplier to the customer’s consumption data. Through discussion with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.            Enquiries with the RBU team note that during the audit period, Synergy provided customers with their standing data for the purposes of billing.            Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	<p>July 2020</p> <ul style="list-style-type: none"> <li>All incorrect bills were cancelled, and the customer issued with corrected replacements bills. All overcharges were repaid according the customers' instructions.</li> <li>SAP CRM was reconfigured to correct the error.</li> </ul> <p>Further actions are detailed in the 2020/2021 Annual Compliance Report.</p>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the non-compliance. No further action required.</p>
496	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2</p>	<p>December 2019</p> <ul style="list-style-type: none"> <li>Agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is</li> </ul>	<p>We have considered the actions undertaken and consider them appropriate to address the cause of the</p>

Manual Ref.	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Date resolved (and management action taken)	Auditor comments
	<p><b>Legislative Obligation:</b> 496 – Subject to specified exceptions, the licensee must offer to supply electricity under a standard form contract to a customer who requests it.</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU and OGC RaC teams and review of the Move in Guided Process Landing Page, we noted that Synergy offers electricity through an SFC to customers upon request. SFCs are offered and set up via the Move in Guided process.</p> <p>When offering SFCs, Synergy informs contestable customers of the option of an SFC before entering an NSC and through their agents or website publications, informs customers about the differences between an SFC and an NSC.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported five breaches of not offering electricity supply on an SFC, with these customers not having a contract opened when requested. The reason for the breach on one occasion was due to the agent not following the backdated move in process, declining to establish an account when a customer would not accept lost consumption at the premises. On two occasions, agents declined to establish a new contract due to an existing contract at the premises. The customer advised that the previous occupant had moved out, however the agent did not open the new account. Through discussion with the RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy’s knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 9<sup>th</sup> of November 2020.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>around the importance of a quality interaction and how to balance quality with compliance and customer service.</p> <p>November 2020</p> <ul style="list-style-type: none"> <li>• Synergy’s knowledge management system was reviewed to ensure the processes were compliant.</li> <li>• The relevant agents were given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts. Focus during the feedback conversation is on the importance of a quality interaction and how to balance quality with compliance and customer service.</li> </ul> <p>Further actions are detailed in the 2019/2020 and 2020/2021 Annual Compliance Reports.</p>	<p>non-compliance. No further action required.</p>

## 2.16. Current Audit Non-Compliances and Control Deficiencies unresolved at end of current Audit Period

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
1/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 45 – A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.  <b>Details:</b>            Through enquiries with the RBU Electricity Billing team and review of Churn in Process document, we noted that when a move out is processed for a customer, this automatically triggers a Service Notification (SN) to Western Power requesting a final reading. Once this has been received, SAP ISU will automatically bill the customer for consumption up until the move out date specified by the customer and prevent further charges to be incurred after the transfer time.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer was billed for consumption beyond the transfer time. The breach was a result of the agent incorrectly removing a bill block on an account that was pending a churn out. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• Synergy's knowledge management system will be reviewed to ensure the processes are compliant.</li> <li>• The relevant agent will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Standard operating procedures will be reviewed as a result of this breach.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breach.  <b>Responsible person:</b>            Angela Newland,            Manager Customer Success Residential  <b>Due Date:</b>            2 July 2021(Completed)</p>
2/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 3  <b>Legislative Obligation:</b> 145 – A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.  <b>Details:</b></p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• The Billing Acceleration Squad is currently developing its work program for financial year 2022 with a 12-month forward view as part of a Billing process review. Activities to be delivered include:               <ul style="list-style-type: none"> <li>• Embedding key roles into the billing process review team;</li> </ul> </li> </ul>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted will be taken to rectify and prevent recurrence of the breach.  <b>Responsible person:</b>            Angela Newland,</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>Through enquiries with the RBU Essentials Lead, Customer Success, supplemented with walkthroughs and examination of the Unbilled Standard Operating Procedure and the Implausible Re-bill Guide, we noted that Synergy's SAP ISU system is automatically configured to bill customers within the required time frames specified by the obligation. The RBU team generates a daily report identifying any customers with a billing period greater than 90 calendar days and therefore allowing Synergy to identify and prevent customers being billed late. Additionally, agents have the ability to place a bill block on the customer's account with several different reason codes. This block is placed in SAP CRM and replicated across to SAP ISU. This function is utilised in certain circumstances to ensure Synergy meet its obligation to issue a bill no more than once a month.</p> <p>Synergy advises it issues more than 5.5 million bills per year. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 10,266 breaches, where bills were issued for a period greater than 63 business days. 1,248 breaches were a result of billing exceptions, printing issues, inconsistent meter reading types and agents not following the relevant account establishment and closure procedures. One breach was a result of a new transaction being introduced for urgent reconnection charges, however the Print Work Bench (PWB) configuration wasn't updated to consider this line item, and as a result, customer bills which included this charge were not printed or dispatched. 9,016 breaches in 2020/21 were due to Synergy's fault, error or omission.</p> <p>One breach was a result of an agent following an incorrect reverse move in/move out process.</p> <p>Through enquiries with the Retail Business Unit team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide agents with feedback, followed by targeted coaching relating to the breach, reallocation of contact centre staff to billing, establishment of a billing acceleration squad, enhanced billing predictive and reporting capability. Additionally, further actions for 2020/2021 are currently being developed</p>	<ul style="list-style-type: none"> <li>• Identification and remediation of training gaps for subject matter experts and agents;</li> <li>• Continued BPEM automation; and</li> <li>• Embedding reporting and analysis – including reporting to proactively identify the volume of unsent bills reaching greater than 90 days. Thus, providing operational teams and managers visibility over any backlogs, completed billing activity with improved forecasting capability</li> <li>• The relevant agent will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and acknowledgement of the customer impacts of multiple bills in a short period.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p>Manager Customer Success Residential</p> <p><b>Due Date:</b> 30 June 2022 (On-going throughout 2021/22)</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>as a work program for the Financial Year 2022 with a 12-month forward view with details noted as a recommendation in this report.</p> <p>Based on enquiries, examination of documentation, and walkthroughs, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>		
3/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 3  <b>Legislative Obligation:</b> 154 – A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.  <b>Details:</b>            Through enquiries with the RBU Essentials Lead, Customer Success, supplemented with walkthroughs and review of relevant KANA documentation, including Step 9 Mailing address and Contact details and Step 4 Updating the Mailing Address, we noted that Synergy has processes in place to ensure a bill is issued to a customer at their nominated address. When a customer contacts Synergy to advise of a change in contact details – including updating a nominated address – agents are required to update the address at the Business Partner (BP) level and then the assigned Business Agreement (BA) level. If the BA mailing address is different to the premises address, a system generated prompt will pop up for the agent to confirm the correct mailing address. When a bill is to be issued, a daily batch file is created to send customer billing information to Synergy's mailing vendor – who import the files into a validated template and issue them to the customer's nominated address.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 227 breaches, bills were not issued to the address nominated by the customer. The breaches were as a result of the agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 6<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• All non-compliances occurred due to agent error. Staff will be given feedback, followed by targeted coaching relating to errors identified, including referral to the correct procedures and acknowledgement of the customer impacts of the errors.</li> <li>• Compliance issues and trends will be discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary, action plans requested.</li> <li>• Strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting.</li> <li>• All agents will be enrolled in a complete the annual privacy training which reinforces the impacts of failure to update mailing addresses.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breaches.  <b>Responsible person:</b>            Angela Newland, Manager Customer Success Residential and Dave Thomasson, Lead Operations and Orchestration  <b>Due Date:</b>            6 July 2021 (Completed)</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>Sample testing conducted over customer bills issued noted that the customers were issued bills to their nominated address.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties</p>		
4/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 155 – A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.  <b>Details:</b>            Through enquiries with the T&amp;T Compliance Analyst, supplemented with walkthroughs and review of relevant documentation, we noted that Synergy has procedures in place to ensure that the minimum prescribed information is included on a customer's bill. SAP ISU is configured to include prescribed information on the customer's bill. Additionally, Synergy utilises a billing template, which is provided to Synergy's mailing vendor that contains the minimum prescribed information.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2,017 breaches, where the customer's bill did not contain one of the particulars outlined in subclause 4.5(1) due to agent error and delays in network operator energy data provision resulting in concession credit backlog. In 2020/2021 the bulk of these related to 4.5(1)(k) (Concessions) – Synergy advised it applied 1,048,575 concessions in 2020/2021. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all the action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing of bills noted that the bill template contained all the particulars applicable under subclause 4.5(1).</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• Staff will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and acknowledgement of the customer impacts of the errors.</li> <li>• Reminders will be issued to the Billing team on the importance of attention to detail when manual intervention is required to bill a customer.</li> <li>• Compliance issues and trends will be discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary, action plans requested.</li> <li>• Strategic business partner performance will be reported and analysed in monthly compliance and quality assurance reporting.</li> <li>• Concessions tasks will be prioritised to ensure all delayed concessions requests are applied.</li> <li>• New reporting is being developed as part of a Billing process refresh which will proactively identify the volumes of tasks, providing operational teams and managers visibility over any backlogs.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breaches.</p> <p><b>Responsible person:</b>            Angela Newland,            Manager Customer Success</p> <p><b>Due Date:</b>            8 July 2021 (Completed)</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	the obligation during the audit period, resulting in a moderate impact on customers or third parties.		
5/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 176 – 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), a retailer must do so in the manner specified.  <b>Details:</b>  Through enquiries with the RBU Electricity Billing team and review of relevant documentation, we noted that controls are in place for Synergy to recover undercharged amounts from customers in the manner specified under clause 4.17(2) of the Code of Conduct. Synergy has a policy to not backdate billing for a period greater than 12 months. SAP ISU will automatically rebill customers in accordance with the obligation if an undercharge is discovered. Along with the rebilled invoice, an adjustment letter will be attached, notifying the customer of the adjustment, and advising them to contact Synergy if they require more time to pay.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 16 breaches where customers were billed for undercharges in excess of 12 months. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and acknowledgement of the customer impacts of the errors.</li> <li>• Reminders will be issued to the Billing team on the importance of attention to detail when manual intervention in customer billing is required.</li> <li>• Synergy's strategic business partner performance will be reported and analysed in monthly compliance and quality assurance reporting.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>  As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breaches.  <b>Responsible person:</b>  Angela Newland,  Manager Customer Success  <b>Due Date:</b>  8 July 2021 (Completed)</p>
6/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 196 – If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively</p>	<p>Management to consider the following:</p> <ul style="list-style-type: none"> <li>• Conducting a root cause analysis of the cause of the error in the sample tested; and</li> </ul>	<p><b>Details:</b>  Synergy agrees to complete analysis to determine the root cause of the non-compliance.</p>



Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>waive any late payment fee charged to this customer's last bill prior to the assessment being made.</p> <p><b>Details:</b></p> <p>Through enquiries with the RBU Team Leader Financial Hardship and the RBU Essentials Lead, Customer Success, and review of relevant documentation, including the financial hardship procedures in KANA, we noted Synergy will waive a customer's late payment fee if the customer is assessed as being in financial hardship. Walkthroughs were performed, and we noted that when a dunning lock is placed on an account in SAP CRM, no further late payment fees will be charged. Should late payments fees already be on an account, the agent will manually waive the fees.</p> <p>Synergy advised it had 23,348 residential customers assessed as being in financial hardship as at 30 June 2021. In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches where late payment fees were not waived retrospectively, after customers were assessed as being in financial hardship. The breaches were as a result of agents not following the required documented process and did not waive the late payment fee in SAP CRM as required by the customer support process and Code of Conduct. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Sample testing of residential customers in financial hardship during the audit period noted in one instance, the customer did not have their late payment fee waived by Synergy. It was noted by the Team Leader Financial Hardship that this was the result of agents not following the required documented process.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	<ul style="list-style-type: none"> <li>Implementing system controls which automate the late payment fee waiver when a customer is flagged as being in financial hardship.</li> </ul>	<p>Synergy currently has system controls in place which automates the waiver of a late payment fee for customers in hardship, however these controls have limitations when the fee is on an invoice that is due to be issued. Synergy will review the current controls and investigate if any enhancements can be made to strengthen the control.</p> <p>In addition, Synergy will remind all agents of the documented process and the compliance requirements for clause 5.6(1) of the Code.</p> <p><b>Responsible Person:</b> Angela Newland, Manager Customer Success</p> <p><b>Due Date:</b> 30 November 2021</p>
7/2021	<p><b>Controls Improvement/Non-Compliance</b></p> <p><b>Rating:</b> B / 2</p> <p><b>Legislative Obligation:</b> 221 – A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).</p> <p><b>Details:</b></p>	<p>Management to update the Financial Hardship Policy to include the information in subclause 6.10(2)(c) of the Code of Conduct.</p>	<p><b>Details:</b></p> <p>Synergy considers that the Hardship policy is drafted in a manner consistent with the intent of clause 6.10(2)(c) in language in line with our</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>Through enquiries with the RBU Essentials Lead, Customer Success, we noted Synergy's Operational Hardship teams will review the policy annually against the ERA Hardship Policy checklist as published on the ERA's website.</p> <p>Through review of Financial Hardship Policy, we noted it contains the following information:</p> <ul style="list-style-type: none"> <li>• The policy was developed in consultation with relevant consumer representatives;</li> <li>• The policy includes a statement encouraging customers to contact Synergy should the customer be experiencing trouble paying their bill;</li> <li>• The policy includes a statement that the retailer may reduce and/or waive fees, charges and debt;</li> <li>• The policy includes an overview of the assistance available to customers in financial hardship or payment difficulties;</li> <li>• The policy includes that Synergy offers residential customers the right to pay their bill by Centrepay;</li> <li>• The policy includes a statement that Synergy is able to provide further details upon request;</li> <li>• The policy includes an overview of any concessions that may be available to Synergy's customers;</li> <li>• The policy includes the National Interpreter Symbol with the words "interpreter Services", information on the availability of independent multi-lingual services, and the availability of TTY services;</li> <li>• The policy is available on Synergy's website;</li> <li>• The policy is available in large print copies; and</li> <li>• The policy includes a statement specifying how Synergy will treat information disclosed by the customer to Synergy and the information held by the retailer in relation to the customer.</li> </ul> <p>Subclause 6.10(2)(c) requires the retailer to include a statement in its hardship policy that they will treat all customers sensitively and respectfully, although this could be inferred by the tone of the document, the statement is not explicitly included in the Synergy Financial Hardship Policy. Through enquiries with the RBU Essentials</p>		<p>customer communications standards. However, Synergy will amend its on-line policy to better align with the Code clause 6.10(c) requirement</p> <p><b>Responsible Person:</b> Angela Newland, Manager Customer Success</p> <p><b>Due Date:</b> By 30 September 2021</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>Lead, Customer Success, we noted this was due to the Marketing team changing the wording in order to reflect customer friendly language.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with minor improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers.</p>		
8/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 302 – A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.  <b>Details:</b>            Through enquiries with the RBU Essentials Lead, Customer service, supplemented by walkthroughs and review of relevant documentation, we noted the Identifying A Complaint document, provides a definition of a complaint, as well as clear guidance on how agents which allows agents can to distinguish between a complaint and an enquiry. Agents are instructed to use the KANA Complaints / Enquiry decision tree to assist agents in identifying a complaint. Additionally, agents undertake annual complaints training modules.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2019/2020 an 2020/2021 Compliance report submitted to the ERA, Synergy self-reported 199 breaches, where customer complaints were either not recorded, or raised as queries instead of complaints. 184 breaches were a result of the agent not identifying the complaint conversation triggers thereby not identifying the customer having a complaint. 14 breaches were a result of the agent not following the documented process and raising the complaint when asked by a customer to. One breach was a result of the agent acknowledging a complaint but not following the correct procedure and lodging the complaint in the system. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021 with details noted as a recommendation in this report.</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts.</li> <li>• Compliance issues, trends and performance will be discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary, action plans requested.</li> <li>• Synergy's knowledge management system will be reviewed to ensure the relevant documented processes are compliant.</li> <li>• Reminders will be issued to agents to highlight the importance of correctly identifying complaints.</li> <li>• All agents will complete annual complaints training module in 2021/22.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breaches.</p> <p><b>Responsible Person:</b>            Angela Newland,            Manager Customer Success</p> <p><b>Due Date:</b>            2 July 2021 (Completed)</p>

Manual Ref. / Year	Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non-Compliance or inadequacy of controls)	Auditors' Recommendation	Management action
	<p>Sample testing was conducted, and we noted that complaints were distinguished from customer queries in line with the ERA guidelines.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>		
9/2021	<p><b>Controls Improvement/Non-Compliance</b>  <b>Rating:</b> B / 2  <b>Legislative Obligation:</b> 408 – Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.  <b>Details:</b>            Through enquiries with the OGC RaC team, supplemented with walkthroughs and review of relevant documentation, we noted that when an update is made to a customer attribute within the SAP CRM system, the system will automatically trigger the information to be sent as a CDN via the MDH to Western Power. CDN updates are processed daily as part of the batch process. The Application Support team monitors the daily batch process to ensure jobs are completed within agreed business thresholds.</p> <p>Synergy advised it processed 579,853 CDNs within regulatory timeframes during 2020/21. In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 569 breaches where the CDNs were not sent to Western Power within one business day of Synergy becoming aware of a change in the customer's details. Through enquiries with the RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 5<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing of changes in customer attributes noted that Synergy notified Western Power of the changes in customer attributes within the prescribed timeframes.</p>	<p>As per the 2020/2021 Compliance Report, Synergy has committed to the following actions to prevent recurrence of the breach:</p> <ul style="list-style-type: none"> <li>• These non-compliances occurred due to agent error. Staff will be given feedback, followed by targeted coaching relating to errors identified including referral to the correct procedures and the customer impacts of a CDN not being sent.</li> <li>• Focus during the feedback conversation will be on the importance of a quality interaction and how to balance quality with compliance and customer service.</li> <li>• Compliance issues and trends will be discussed at weekly and monthly meetings with Synergy's strategic business partners and where necessary, action plans requested.</li> <li>• Strategic business partner performance will be reported and analysed in monthly compliance and quality assurance reporting.</li> <li>• Synergy's knowledge management system will be reviewed to ensure the relevant documented processes are compliant.</li> </ul> <p>We have considered the proposed actions and consider them appropriate to address the cause of the non-compliance. No further recommendations raised.</p>	<p><b>Details:</b>            As per Synergy's 2020/21 compliance report, actions as noted were taken to rectify and prevent recurrence of the breaches.  <b>Responsible Person:</b>            Angela Newland,            Manager Customer Success  <b>Due Date:</b>            5 July 2021 (Completed)</p>

<b>Manual Ref. / Year</b>	<b>Non-Compliance/Controls improvement (Rating/Legislative Obligation / Details of Non- Compliance or inadequacy of controls)</b>	<b>Auditors' Recommendation</b>	<b>Management action</b>
	Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.		

# 3. Performance summary

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
6	Electricity Industry Customer Transfer Code, clause 3.2(2)	5	X							X					
7	Electricity Industry Customer Transfer Code, clause 3.4(1)	5	X							X					
8	Electricity Industry Customer Transfer Code, clause 3.5(3)	5	X											X	
9	Electricity Industry Customer Transfer Code, clause 3.6(2)	5	X											X	
16	Electricity Industry Customer Transfer Code, clause 3.9(1)	5	X							X					
17	Electricity Industry Customer Transfer Code, clause 3.9(2)	5	X											X	
18	Electricity Industry Customer Transfer Code, clause 3.9(3)	4	X							X					
19	Electricity Industry Customer Transfer Code, clause 3.9(4)	5	X							X					
23	Electricity Industry Customer Transfer Code, clause 4.2(2)	5	X							X					
24	Electricity Industry Customer	5	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Transfer Code, clause 4.3													
25	Electricity Industry Customer Transfer Code, clause 4.4(1)	5	X							X				
26	Electricity Industry Customer Transfer Code, clause 4.4(2)	5	X							X				
27	Electricity Industry Customer Transfer Code, clause 4.5(1)	5	X							X				
28	Electricity Industry Customer Transfer Code, clause 4.6(3)	5	X										X	
29	Electricity Industry Customer Transfer Code, clause 4.7	5	X							X				
30	Electricity Industry Customer Transfer Code, clause 4.8(2)	5	X										X	
34	Electricity Industry Customer Transfer Code, clause 4.9(6)	4	X							X				
39	Electricity Industry Customer Transfer Code, clause 4.11(3)	5	X							X				
40	Electricity Industry Customer Transfer Code, clause 4.12(3)	5	X										X	
43	Electricity Industry Customer Transfer Code, clause 4.15	5	X										X	
44	Electricity Industry Customer Transfer Code, clause	5	X							X				



Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	4.162005, regulation 18													
45	Electricity Industry Customer Transfer Code, clause 4.17	5		X						X				
48	Electricity Industry Customer Transfer Code, clause 5.2	5	X						X					
48A.	Electricity Industry Customer Transfer Code, clause 6.1	5	X						X					
49	Electricity Industry Customer Transfer Code, clause 6.2	5	X						X					
52	Electricity Industry Customer Transfer Code, clause 6.4(1)	5	X										X	
53	Electricity Industry Customer Transfer Code, clause 6.4(2)	5	X										X	
54	Electricity Industry Customer Transfer Code, clause 6.6	5	X						X					
55	Electricity Industry Customer Transfer Code, clause 7.1(1)	5	X										X	
56	Electricity Industry Customer Transfer Code, clause 7.1(2)	5	X										X	
57	Electricity Industry Customer Transfer Code, clause 7.1(3)	5	X										X	
58	Electricity Industry Customer Transfer Code, clause 7.2(4)	5	X										X	

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
59	Electricity Industry Customer Transfer Code, clause 7.3(2)	5	X											X	
78	Electricity Industry Act, section 51	4	X							X					
79	Electricity Industry (Customer Contracts) Regulations, regulation 5	5	X							X					
80	Electricity Industry (Customer Contracts) Regulations, regulation 6	4	X							X					
81	Electricity Industry (Customer Contracts) Regulations, regulation 7	4	X							X					
82	Electricity Industry (Customer Contracts) Regulations, regulation 8	4	X							X					
83	Electricity Industry (Customer Contracts) Regulations, regulation 9	5	X							X					
84	Electricity Industry (Customer Contracts) Regulations, regulation 10	5	X							X					
85	Electricity Industry (Customer Contracts) Regulations, regulation 11	5	X							X					
86	Electricity Industry (Customer Contracts) Regulations, regulation 12	5	X							X					
87	Electricity Industry	5	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
	(Customer Contracts) Regulations, regulation 13														
88	Electricity Industry (Customer Contracts) Regulations, regulation 14	5	X							X					
89	Electricity Industry (Customer Contracts) Regulations, regulation 15	5	X							X					
90	"Electricity Industry (Customer Contracts) Regulations, regulations 16 and 34"	5	X							X					
91	Electricity Industry (Customer Contracts) Regulations, regulation 17	5	X							X					
92	Electricity Industry (Customer Contracts) Regulations, regulation 18	5	X							X					
93	Electricity Industry (Customer Contracts) Regulations, regulation 19	5	X							X					
94	Electricity Industry (Customer Contracts) Regulations, regulation 20	5	X							X					
95	Electricity Industry (Customer Contracts) Regulations, regulation 21	5	X							X					
96	Electricity Industry (Customer Contracts) Regulations, regulation 32	5	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
97	Electricity Industry (Customer Contracts) Regulations, regulation 33(2)	5	X							X					
98	Electricity Industry (Customer Contracts) Regulations, regulations 33(3) and (4)	5	X							X					
100	Electricity Industry (Customer Contracts) Regulations, regulation 38	4	X							X					
101	Electricity Industry Act, section 13(1)	5	X							X					
105	Economic Regulation Authority (Licensing Funding) Regulations 2014	5	X							X					
106	Electricity Industry Act, section 31(3)	4	X							X					
107	Electricity Industry Act, section 41(6)	5	X											X	
108	Electricity Industry Act, section 54(1)	4	X							X					
109	Electricity Industry Act, section 54(2)	5	X											X	
110	Electricity Industry Act, section 76	5	X											X	
111	Electricity Industry Act, section 101	4	X							X					
114	Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5	X											X	
116	Integrated Regional	4	X											X	

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Licence, condition 6.4.2 Retail Licence, condition 6.4.2													
117	Integrated Regional Licence, condition 6.4.3 Retail Licence, condition 6.4.3	4	X											X
118	Integrated Regional Licence, condition 6.5.1 Retail Licence, condition 6.5.1	5	X							X				
119	Distribution Licence, condition 4.3.1 Generation Licence, condition 4.3.1 Integrated Regional Licence, condition 4.3.1 Retail Licence, condition 4.3.1 Transmission Licence, condition 4.3.1	4	X							X				
120	Distribution Licence, condition 5.2.4 Generation Licence, condition 5.2.4 Integrated Regional Licence, condition 5.2.4 Retail Licence, condition 5.2.4 Transmission Licence, condition 5.2.4	5	X											X
121	Distribution Licence, condition 5.3.2 Generation Licence, condition 5.3.2 Integrated Regional Licence, condition 5.3.2	4	X							X				

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Retail Licence, condition 5.3.2 Transmission Licence, condition 5.3.2													
123	Distribution Licence, condition 4.4.1 Generation Licence, condition 4.4.1 Integrated Regional Licence, condition 4.4.1 Retail Licence, condition 4.4.1 Transmission Licence, condition 4.4.1	5						X						X
124	Distribution Licence, condition 4.5.1 Generation Licence, condition 4.5.1 Integrated Regional Licence, condition 4.5.1 Retail Licence, condition 4.5.1 Transmission Licence, condition 4.5.1	4		X						X				
125	Distribution Licence, condition 3.8.1 and 3.8.2 Generation Licence, condition 3.8.1 and 3.8.2 Integrated Regional Licence, condition 3.8.1 and 3.8.2 Retail Licence, condition 3.8.1 and 3.8.2 Transmission Licence, condition 3.8.1 and 3.8.2	4	X						X					
126	Distribution Licence, condition 3.7.1	4	X						X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Generation Licence, condition 3.7.1 Integrated Regional Licence, condition 3.7.1 Retail Licence, condition 3.7.1 Transmission Licence, condition 3.7.1													
129	Code of Conduct, clause 2.1 Integrated Regional Licence, condition 6.3.1	5					X						X	
130	Code of Conduct, clause 2.2(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	4		X						X				
131	Code of Conduct, clause 2.2(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5	X						X					
132	Code of Conduct, clause 2.3(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	4	X						X					
133	Code of Conduct, clause 2.3(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	4	X						X					
134	Code of Conduct, clause 2.3(4)	5	X						X					



Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Integrated Regional Licence, condition 6.3.1 (Regional Power Corporation) Retail Licence, condition 6.3.1 (Electricity Retail Corporation)"													
135	Code of Conduct, clause 2.3(5) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	4	X							X				
136	Code of Conduct, clause 2.4(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5	X							X				
137	Code of Conduct, clause 2.4(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5	X							X				
138	Code of Conduct, clause 2.5(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	4	X							X				
139	Code of Conduct, clause 2.5(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5	X							X				
140	Code of Conduct, clause 2.6	5	X							X				

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
141	Code of Conduct, clause 2.9 Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5						X							X
142	Code of Conduct, clause 2.10 Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	5						X							X
143	Code of Conduct, clause 3.1(1)	5	X						X						
144	Code of Conduct, clause 3.1(2)	5		X						X					
145	Code of Conduct, clause 4.1	3		X							X				
154	Code of Conduct, clause 4.4	2		X							X				
155	Code of Conduct, clause 4.5(1)	2		X							X				
156	Code of Conduct, clause 4.5(3)	4		X						X					
157	Code of Conduct, clause 4.6	5	X						X						
158	Code of Conduct, clause 4.7	5	X						X						
159	Code of Conduct, clause 4.8(1)	5	X						X						
160	Code of Conduct, clause 4.8(2)	5	X						X						
161	Code of Conduct, clause 4.8(3)	5	X						X						
162	Code of Conduct, clause 4.9	4	X						X						

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
163	Code of Conduct, clause 4.10	4	X							X					
164	Code of Conduct, clause 4.11(1)	4	X							X					
165	Code of Conduct, clause 4.11(2)	4	X							X					
166	Code of Conduct, clause 4.12(1)	4		X							X				
167	Code of Conduct, clause 4.13	5	X							X					
168	Code of Conduct, clause 4.14(1)	4	X							X					
169	Code of Conduct, clause 4.14(1)	5		X							X				
170	Code of Conduct, clause 4.14(3)	4	X							X					
171	Code of Conduct, clause 4.15	4	X							X					
172	Code of Conduct, clause 4.16(1)(a)	4	X							X					
173	Code of Conduct, clause 4.16(1)(b)	4	X							X					
174	Code of Conduct, clause 4.16(2)	5	X							X					
175	Code of Conduct, clause 4.16(3)	5	X							X					
176	Code of Conduct, clause 4.17(2)	5		X							X				
176A	Code of Conduct, clause 4.17(3)	5	X							X					
177	Code of Conduct, clause 4.18(2)	5	X							X					
178	Code of Conduct, clause 4.18(3)	4	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
179	Code of Conduct, clause 4.18(4)	5	X							X					
180	Code of Conduct, clause 4.18(6)	5	X							X					
181	Code of Conduct, clause 4.18(7)	4	X							X					
182	Code of Conduct, clause 4.19(1)	4	X							X					
183	Code of Conduct, clause 4.19(2)	4	X							X					
184	Code of Conduct, clause 4.19(3)	4	X							X					
185	Code of Conduct, clause 4.19(4)	4	X							X					
186	Code of Conduct, clause 4.19(7)	4	X							X					
187	Code of Conduct, clause 5.1	4		X							X				
188	Code of Conduct, clause 5.2	5	X							X					
189	Code of Conduct, clause 5.3	5		X							X				
190	Code of Conduct, clause 5.4	5	X							X					
191	Code of Conduct, clause 5.5	4	X							X					
192	Code of Conduct, clause 5.6(1)	5		X							X				
193	Code of Conduct, clause 5.6(2)	5	X							X					
194	Code of Conduct, clause 5.6(3)	5	X							X					
195	Code of Conduct, clause 5.6(4)	5	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
196	Code of Conduct, clause 5.6(5)	2		X							X				
197	Code of Conduct, clause 5.7(1)	5		X							X				
198	Code of Conduct, clause 5.7(2)	5	X							X					
199.	Code of Conduct, clause 5.7(4)	5		X							X				
200.	Code of Conduct, clause 5.8(1)	4	X											X	
201.	Code of Conduct, clause 5.8(2)	4		X							X				
201A.	Code of Conduct, clause 5.8(3)	4		X							X				
202.	Code of Conduct, clause 6.1(1)	2		X								X			
203.	Code of Conduct, clause 6.1(3)	2	X							X					
204.	Code of Conduct, clause 6.1(4)	2	X							X					
205.	Code of Conduct, clause 6.2(1)	2	X											X	
206.	Code of Conduct, clause 6.2(2)	2		X								X			
207.	Code of Conduct, clause 6.2(3)	2		X						X					
208.	Code of Conduct, clause 6.2(4)	2	X							X					
209.	Code of Conduct, clause 6.3(1)(a)	2	X							X					
210.	Code of Conduct, clause 6.3(1)(b)	2	X							X					
211.	Code of Conduct, clause 6.4(1)(a)	2	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
212.	Code of Conduct, clause 6.4(1)(b)	2	X							X					
213.	Code of Conduct, clause 6.4(2)	2		X								X			
214.	Code of Conduct, clause 6.4(3)	2		X								X			
215.	Code of Conduct, clause 6.6(1)	2	X							X					
216.	Code of Conduct, clause 6.6(2)	2	X							X					
217.	Code of Conduct, clause 6.7	2	X							X					
218.	Code of Conduct, clause 6.8	2	X							X					
219.	Code of Conduct, clause 6.9(1)	2	X							X					
220.	Code of Conduct, clause 6.10(1)	5	X							X					
221.	Code of Conduct, clause 6.10(2)	5		X							X				
222.	Code of Conduct, clause 6.10(3)	5	X							X					
223.	Code of Conduct, clause 6.10(4)	5	X							X					
225.	Code of Conduct, clause 6.10(6)	5	X											X	
226.	Code of Conduct, clause 6.10(7)	5	X							X					
227.	Code of Conduct, clause 6.10(8)	5	X											X	
228.	Code of Conduct, clause 6.11	5	X							X					
229.	Code of Conduct, clause 7.1(1)	2		X								X			

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
230.	Code of Conduct, clause 7.2(1)	5	X							X					
232.	Code of Conduct, clause 7.4(1)	4	X												X
234.	Code of Conduct, clause 7.6	2	X							X					
235.	Code of Conduct, clause 7.7(1)	2	X							X					
236.	Code of Conduct, clause 7.7(2)	2		X								X			
240.	Code of Conduct, clause 7.7(6)	4	X							X					
241.	Code of Conduct, clause 7.7(7)	5		X								X			
242.	Code of Conduct, clause 8.1(1)	5	X							X					
243.	Code of Conduct, clause 8.1(2)	3		X								X			
243A	Code of Conduct, clause 8.1(3)	4	X											X	
245.	Code of Conduct, clause 9.1(2)	5	X							X					
246.	Code of Conduct, clause 9.2(1)	5	X											X	
247.	Code of Conduct, clause 9.2(2)	5	X											X	
249.	Code of Conduct, clause 9.3(1)	5	X											X	
250.	Code of Conduct, clause 9.3(2)	5	X											X	
251.	Code of Conduct, clause 9.3(3)	5	X							X					
252.	Code of Conduct, clause 9.3(4)	4	X											X	



Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
253.	Code of Conduct, clause 9.3(5)	4	X										X	
254.	Code of Conduct, clause 9.4(1)	5	X										X	
255.	Code of Conduct, clause 9.4(2)	5	X										X	
257.	Code of Conduct, clause 9.5(1)	2	X										X	
259.	Code of Conduct, clause 9.6	5	X						X					
260.	Code of Conduct, clause 9.7(a), (b) and (d)	5	X										X	
261.	Code of Conduct, clause 9.8	5	X										X	
262.	Code of Conduct, clause 9.9(1)	5	X										X	
264.	Code of Conduct, clause 9.9(4)	5	X										X	
265.	Code of Conduct, clause 9.10(1)	5	X										X	
266.	Code of Conduct, clause 9.10(2)	5	X										X	
267.	Code of Conduct, clause 9.10(3)	5	X										X	
268.	Code of Conduct, clause 9.10(4)	5	X										X	
269.	Code of Conduct, clause 9.10(6)	5	X										X	
270.	Code of Conduct, clause 9.11(1)	5	X										X	
271.	Code of Conduct, clauses 9.11(2)	5	X										X	
272.	Code of Conduct, clause 10.1(1)	5	X						X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
273.	Code of Conduct, clause 10.1(2)	5	X							X					
274.	Code of Conduct, clause 10.1(3)	5	X							X					
275.	Code of Conduct, clause 10.2(1)	5	X							X					
276.	Code of Conduct, clause 10.2(2)	5	X							X					
277.	Code of Conduct, clause 10.2(3)	5	X							X					
278.	Code of Conduct, clause 10.2(4)	5	X							X					
279.	Code of Conduct, clause 10.3	5	X							X					
280.	Code of Conduct, clause 10.3	4	X							X					
281.	Code of Conduct, clause 10.4	5	X							X					
282.	Code of Conduct, clause 10.5	5	X							X					
290.	Code of Conduct, clause 10.9	5	X							X					
291.	Code of Conduct, clause 10.10(1)	5	X							X					
292.	Code of Conduct, clause 10.10(2)	5	X							X					
294.	Code of Conduct, clause 10.11(1)	4	X							X					
295.	Code of Conduct, clause 10.11(2)	5	X							X					
297.	Code of Conduct, clause 10.12(2)	5	X							X					
298.	Code of Conduct, clause 12.1(1)	5	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
299.	Code of Conduct, clause 12.1(2)	5	X							X					
300.	Code of Conduct, clause 12.1(3)	5		X							X				
301.	Code of Conduct, clause 12.1(4)	4		X							X				
302.	Code of Conduct, clause 12.2	2		X							X				
303.	Code of Conduct, clause 12.3	5	X							X					
304.	Code of Conduct, clause 12.4	5	X							X					
305.	Code of Conduct, clause 13.1	4	X							X					
306.	Code of Conduct, clause 13.2	4	X							X					
307.	Code of Conduct, clause 13.3	5	X							X					
308.	Code of Conduct, clause 14.1(1)	5	X							X					
310.	Code of Conduct, clause 14.2(1)	5	X							X					
312.	Code of Conduct, clause 14.3(1)	5	X							X					
315.	Code of Conduct, clause 14.7(1)	5	X							X					
324.	Electricity Industry Metering Code, clause 3.3B	5	X											X	
339.	Electricity Industry Metering Code, clause 3.11(3)	5	X											X	
354.	Electricity Industry Metering Code, clause 3.18(1)	5	X							X					
371.	Electricity Industry	4	X							X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Metering Code, clause 4.4(1)													
372.	Electricity Industry Metering Code, clause 4.5(1)	4	X							X				
373.	Electricity Industry Metering Code, clause 4.5(2)	4	X										X	
388.	Electricity Industry Metering Code, clause 5.4(2)	5	X										X	
402.	Electricity Industry Metering Code, clause 5.17(1)	5		X							X			
405.	Electricity Industry Metering Code, clause 5.18	5	X							X				
406.	Electricity Industry Metering Code, clause 5.19(1)	5	X										X	
407.	Electricity Industry Metering Code, clause 5.19(2)	3	X							X				
408.	Electricity Industry Metering Code, clause 5.19(3)	2		X							X			
410.	Electricity Industry Metering Code, clause 5.19(6)	5	X							X				
416.	Electricity Industry Metering Code, clause 5.21(5)	5	X							X				
417.	Electricity Industry Metering Code, clause 5.21(6)	5	X							X				
435.	Electricity Industry Metering Code, clause 5.2	5	X							X				
448.	Electricity Industry Metering Code, clause 6.19B(1)	4	X							X				
451.	Electricity Industry	5	X							X				

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)					
			A	B	C	D	NP	NA	1	2	3	4	NR	NA
	Metering Code, clause 7.2(1)													
453.	Electricity Industry Metering Code, clause 7.2(4)	5	X										X	
454.	Electricity Industry Metering Code, clause 7.2(5)	5	X										X	
455.	Electricity Industry Metering Code, clause 7.5	4	X						X					
456.	Electricity Industry Metering Code, clause 7.6(1)	5	X						X					
457.	Electricity Industry Metering Code, clause 8.1(1)	5	X										X	
458.	Electricity Industry Metering Code, clause 8.1(2)	5	X										X	
459.	Electricity Industry Metering Code, clause 8.1(3)	5	X										X	
460.	Electricity Industry Metering Code, clause 8.1(4)	5	X										X	
461.	Electricity Industry Metering Code, clause 8.3(2)	5	X										X	
486.	Electricity Industry (Licence Conditions) Regulations, regulation	4	X						X					
487.	Electricity Industry (Licence Conditions) Regulations, regulation 8	4	X										X	
488.	Electricity Industry (Licence Conditions) Regulations, regulation 6	4	X						X					

Licence Obligation Reference No.	Licence Obligations	Audit Priority	Adequacy of Controls Rating (Refer to the 5-point rating scale in section 2.9)						Compliance Rating (Refer to the 5-point rating scale in section 2.9)						
			A	B	C	D	NP	NA	1	2	3	4	NR	NA	
489.	Electricity Industry (Licence Conditions) Regulations, regulation 7	5	X							X					
496.	Electricity Industry (Customer Contracts) Regulations, regulation 40	5		X							X				

# 4. Observations - Performance

## Audit Details

The following sets out the audit findings. The obligations are listed as these appear in the Electricity Compliance Reporting Manual July 2018 and June 2020.



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
6	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	5	<p>Through enquiries with the Transformation and Technology (T&amp;T) team and review of the Churn In Process (document we noted that the Western Power Portal will only accept a separate data request for each NMI (National Meter Identifier) or connection point at a time.</p> <p>Enquiries noted that during the audit period there were no instances in which Synergy submitted multiple data requests for connection points at a time.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
7	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	5	<p>Through enquiries with the Retail Business Unit (RBU) and examination of the Churn In Process Document, we noted Synergy has an agreement in place with Western Power that allows for a maximum number of data requests to be submitted in a business day. Additionally, the Western Power Portal, where data requests are submitted, is configured to accept a maximum number of data requests in a day.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy did not submit more than the maximum number of data requests in a business day.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
8	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	5	<p>Through enquiries with the RBU and examination Churn In Process Document, we noted that each Verifiable Consent Form, whether in written or verbal form, is checked for validity prior to entering a data request into the Western Power Portal.</p> <p>Enquiries with the RBU team was noted that Synergy has no record or identified of any instances where consent was withdrawn prior to the data being provided during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					occurred during the audit period, therefore the obligation is not rated.			
9	Electricity Industry (Licence Conditions)	Electricity Industry Customer Transfer Code, clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	5	<p>Through enquiries with the RBU Team and review of relevant documentation, we noted that Western Power will only supply historical consumption data of up to 24 months. It is noted that a request for data within the last 24 months would not incur an upfront cost and as such Synergy would not have to pay any costs for historical consumption data requests.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy requested historical consumption data, however, no costs were incurred.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
16	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Verbal Consent Script and relevant Contracts, Customer Transfer Form and Written Consent Form, we noted that Synergy will, on behalf of the customer, use historical consumption data or standing data as applicable to a contestable customer for the purposes of providing an electricity supply quotation or to initiate a customer transfer .</p> <p>As part of the process, Synergy requires that consent has been expressly given and not implied. The consent must be able to be recorded and verified with all materially relevant issues and the specific purpose for the consent disclosed to the customer.</p> <p>As historical consumption and standing data as applicable was only used for the reasons stipulated under clause 3.9(1), Synergy has complied with the licence condition during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
17	Electricity Industry (Licence Conditions)	Electricity Industry Customer Transfer	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the	5	Through enquiries with the RBU Customer Fulfilment team, review of the Do-Not-Use-Data process and other relevant network process and procedures, we noted that upon a contestable customer requesting Synergy not to	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Regulations, regulation 5(2)	Code, clause 3.9(2)	purposes of internal business development, if requested not to do so by the customer.		<p>use their historical consumption data for internal business development, an email notification will be sent to Products &amp; Services with the Retail team to add the customer to the "Do Not Use Data List". The Retail, Compliance and Risk team is also informed. The email is standardised, and contains the following information:</p> <p><i>"The below customer has advised their historical data is not be utilised for any Synergy internal business use as their right under clause 3.9(2) of the Customer Transfer Code. Please add them to the Do Not Use Data list.</i></p> <ul style="list-style-type: none"> <li>• Customer Name</li> <li>• Contract Account Number</li> <li>• Supply Address</li> </ul> <p><i>Any questions, please contact the Retail, Compliance &amp; Risk team."</i></p> <p>During the audit period, it was noted there were no requests from a contestable customer not to aggregate historical consumption data with that of other contestable customers for the purposes of internal business development.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
18	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.9(3)	A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	4	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Authorised Contact Person, Authorised Representative Declaration, and Written Customer Consent Form procedures, we noted Synergy will not disclose a contestable customer's data to any other person without their verifiable consent. A customer may provide consent to an authorised contact on their account. An authorised contact person is a person who is elected by the account holder to act on their behalf on their Synergy account and is at least 16 years of age. The authorised person is added to an account either over the phone, whereby the Synergy agent will follow the Authorised Representative Declaration script or mailed in on the Written Customer Consent Form. These records of consent are retained in the Salesforce and SAP system. The individual's identity is verified by confirming their</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>name and the address of the account to ensure they are the authorised person.</p> <p>Synergy may disclose a contestable customer's data under clause 3.9(3)(b) without their verifiable consent in the following instances, where applicable:</p> <ul style="list-style-type: none"> <li>• WA government departments other government agencies such as ASIC, Energy Policy WA or the Australian Taxation Office who make requests</li> <li>• The Energy and Water Ombudsman's Office to investigate and respond to small use customer complaints</li> </ul> <p>It was noted through discussion that Synergy has not provided a contestable customer's data without their verifiable consent.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
19	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Verbal Contracts procedure, we noted that verifiable consent in relation to a request for historical data- is either obtained through the relevant consent forms, a written contract or a verbal contract with the call recorded and logged in Salesforce CRM for seven years. The T&amp;T team has developed an interface which allows users to store a link with Synergy's document management system, DM to the verifiable consent in Salesforce CRM.</p> <p>Through discussion with the T&amp;T Compliance Analyst we note that during the audit period, verifiable consent was retained for seven years.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
23	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the customer churn In process, we noted that the Western Power portal (Synergy/ Western Power transactions interface) only allows a customer transfer request to be submitted for one National Meter Identifier (NMI) and connection point at a time. The process requires a separate transfer request to be</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>completed for each NMI to be submitted through the Western Power portal and is limited to only one NMI per request without exception.</p> <p>During the audit period, each transfer request only related to one connection point, complying with the licence condition.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
24	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer that submitted the customer transfer request or to reverse an erroneous transfer.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the customer churn in process, we noted that the Western Power portal only allows a customer transfer request to be submitted if the transfer type was either an erroneous transfer reversal or a contestable customer transfer. This selection is mandatory for a request to be completed and it is not possible to select both or continue to the next process without one of the reasons selected.</p> <p>During the audit period the transfer requests were only for contestable customer transfer or to reverse an erroneous transfer, complying with the licence condition.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
25	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	5	<p>Through enquiries with the RBU team and review of Synergy's current applicable Electricity Transfer Access Contract (ETAC) with Western Power, we noted that the contract specifies Western Power operates the South West Interconnected Network and Synergy is a user of this network. The contract was in effect for the entire audit period and allows for the supply of electricity to Synergy's approximately one million customers.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
26	Electricity Industry (Licence Conditions)	Electricity Industry Customer Transfer Code, clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is	5	Through enquiries with the RBU Customer Fulfilment team and review of the Erroneous Churn (Electricity) procedure, we noted that an erroneous transfer occurs when a national meter identifier (NMI) has been transferred into Synergy from another retailer in error. In	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Regulations, regulation 5(2)		an incoming retailer, confirm the identity of the previous retailer.		<p>these circumstances RBU Business Sales team advises the Customer Fulfilment team of these erroneous transfers for action. Synergy receives a notification from the customer that they have been transferred to Synergy in error with the requirement that the NMI reverts to the previous retailer. The customer transfer request will then be processed as per the requirements in clause 4.2 (2) of the Transfer Code. If the retailer's identity is unknown, Synergy will contact Western Power to help identify the previous retailer.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
27	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of relevant documentation, we noted that a standard transfer request can be submitted at any time on a business day, up to a limit of 20 requests per business day. Once the 20 requests per business day limit has been reached, the Western Power portal will flag an error and prevent any other requests from being processed.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
28	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	5	<p>Through enquiries with the RBU Customer Fulfilment team and the review of Erroneous Churn (Electricity) document, we noted a churn in must be undertaken by an experienced Customer Fulfilment Officer with knowledge of SAP CRM and Salesforce or a Synergy representative who has been trained to complete this specific task. If a customer requests a transfer, the request will be issued to Western Power immediately. Should a customer withdraw their verifiable consent, Synergy will raise an erroneous customer transfer request via the Western Power Portal.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
29	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Churn In Process document, we noted that the nominated transfer dates were within the prescribed timeframes as per the Electricity Industry (Customer Transfer) Code 2016.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
30	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of Western Power Metering Invoice Reconciliation Process, we noted that Synergy will pay any reasonable costs for the installation of a meter until the earlier of:</p> <ul style="list-style-type: none"> <li>Time the network operator receives the request (providing and /or installing a meter) and is reasonably able to act upon the notification of the customer transfer request (CTR) withdrawal.</li> <li>End of the business day that network operator receives the notification of the CTR withdrawal</li> </ul> <p>The process is initiated by Western Power issuing Synergy a tax invoice for Extended Metering Services (EMS) in accordance with the Metering Code Model Service Level Agreement. Synergy's Metering team detail the installation charges on the monthly Western Power EMS invoice and advise the Customer Fulfilment team who may on charge the fee.</p> <p>During the audit period there were no instances where the network operator provided or installed a meter for a customer whose transfer request was withdrawn.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
34	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	<p>Through discussion with the RBU Customer Fulfilment team and review of the Churn In Process, we noted that if a transfer or a meter read cannot be completed on the nominated date, Western Power will provide Synergy with an explanation as to why and propose a new date and Synergy will ensure the customer is made aware of any</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					changes and obtain their consent before approving the new transfer date. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
39	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	5	Through enquiries with the RBU Customer Fulfilment team and review of Churn in Process, we noted that if a meter cannot be read on the nominated date, Western Power will communicate with Synergy a proposed new transfer date. Synergy will ensure the customer is made aware of any changes and obtain their agreement prior to approving a new transfer date. Contestable customers have an interval meter, with meters automatically reading and recording energy data in 30-minute intervals, allowing meters to be read on the nominated transfer date. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
40	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	5	Through enquiries with the RBU Customer Fulfilment team and review of Synergy's Western Power Governance Structure model, we noted that Synergy has a governance framework in place to facilitate communication and resolve disputes with Western Power. If the relevant ETAC needs to be amended, resolutions will go through an escalation process involving the following channels: <ul style="list-style-type: none"> <li>• Business as Usual (BAU);</li> <li>• Business to Business (B2B); and</li> <li>• Managing Director to Managing Director (MD to MD).</li> </ul> The framework includes elements of the dispute process and joint consultation between Synergy and Western Power. It was noted no additional amendments were necessary or made to the access contract during the audit period. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity	N/A	A	NR



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					occurred during the audit period, therefore the obligation is not rated.			
43	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Western Power Governance Structure model, we noted that Synergy has a governance framework in place whereby the Market Services Group are involved when an erroneous transfer is either disputed by Western Power or not actioned in the correct manner. Market Services Group manage the day to day operational relationship and act as an escalation channel, following the documented governance framework. The framework includes elements of the dispute process and joint consultation between Synergy, Western Power and if applicable the Australian Energy Market Operator (AEMO).</p> <p>Through enquiries with the Customer Fulfilment team Leader, we noted that during the audit period, an erroneous transfer did not occur.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
44	Electricity Industry (Licence Conditions) Regulations, regulation 5(2)	Electricity Industry Customer Transfer Code, clause 4.16, regulation 18	A verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Verbal Contracts procedure, we noted that verifiable consent in relation to a customer transfer request is either obtained through a signed or a verbal contract. Where a verbal contract is entered into, the call is recorded and logged in Salesforce CRM for seven years. The T&amp;T team has developed an interface which allows users to store a DM link to the verifiable consent (signed or verbal) in Salesforce CRM.</p> <p>Through discussion with the T&amp;T Compliance Analyst, we noted that during the audit period, verifiable consent was retained for seven years.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
45	Electricity Industry (Licence Conditions)	Electricity Industry Customer Transfer Code, clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	5	Through enquiries with the RBU Electricity Billing team and review of the Churn in Process document, we noted that when a move out is processed for a customer, this automatically triggers a Service Notification (SN) to Western Power requesting a final reading. Once a reading	See recommendation 1/2021.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Regulations, regulation 5(2)				<p>has been received, SAP ISU will automatically bill the customer for consumption up until the transfer date with no charges to be levied on the contestable customer after the transfer time.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer was billed for consumption beyond the transfer time. The breach was a result of the agent incorrectly removing a bill block on an account that was pending a churn out. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
48	Retail Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 5.2	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	5	<p>Through enquiries with the T&amp;T Compliance Analyst, we noted that Synergy's Energy Data Exchange data system has been developed to comply with Western Power's Communication rules.</p> <p>Through enquiries, and review of the 2019/2020 and 2020/2021 compliance reports, we noted that Synergy did not breach its requirement to comply with the network's communication rules in respect to data and information communication.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
48A.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant documents, we noted that Synergy has processes in place to ensure that a notice or other communication is given in writing in accordance with Part 6 of the Transfer Code. Review of the KANA documents including 'Updating the Mailing Address', 'Mailing Address &amp; Contact Details', and 'Update Mailing Address &amp; Contact Details', noted that agents are provided a step-by-step guide on ensuring that</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>customer mailing addresses, and contact details are entered into SAP ISU correctly. A series of warning prompts and error messages are built into the system should the system identify any missing or conflicting data, warning the agent to confirm with the customer the accuracy of mailing addresses and contact details gathered.</p> <p>Through enquiries with the Essential Lead, Customer Success we noted that Synergy did not breach its obligation to give a notice or other communication in writing in accordance with part 6 of the Transfer Code during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
49	Retail Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	5	<p>Through discussion with the RBU Customer Fulfilment team and review of Synergy's Churn In process, we noted that for a customer transfer request to be processed on the Western Power portal, an NMI is mandatory to complete the CTR or obtain data for that connection point. We noted that unless the NMI is entered on the Western Power portal the agent would be unable to proceed onto the standing data details and complete the request.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
52	Retail Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted Synergy has controls in place to ensure Synergy provides the network operator with Synergy's contact details within three business days, when requested. Synergy has a generic liaison email address - westernpower.liaison@synergy.net.au – where Western Power would send any requests for contact details to. Automated responses are generated to acknowledge receipt of communication, coupled with mailbox signatures that are specifically designed to comply with the requirements of section 6.4 of the Customer Transfer Code. Additionally, Synergy's contact details are made available through its website.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Through enquiries, we noted that Synergy had not received a request to notify the network operator of Synergy's contact details during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
53	Retail Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, we noted that Synergy has controls in place to ensure Synergy notifies Western Power of any changes to its contact details. Synergy has a functional email address for Western Power correspondence. Automated responses are generated to acknowledge receipt of confirmation of correspondence, which contain mailbox signatures that include Synergy's contact details. Additionally, Synergy will use the Empower Regulatory Calendar to ensure that Western Power is notified of any changes to contact details at least 3 business days before the change takes effect.</p> <p>Through enquiries, we noted that Synergy did not change any of its contact details during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
54	Retail Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1	Electricity Industry Customer Transfer Code, clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant documentation, we noted that Synergy has a functional inbox designated to receive Western Power communication. Additionally, Synergy is aware of the relevant email addresses that it must contact Western Power on. Automated responses are generated to acknowledge receipt of communications when received from Western Power.</p> <p>Through enquiries we noted that Synergy was aware of its requirement to contact the network operator on its notified electronic communication address during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
55	Retail Licence, condition 6.2.1 Distribution Licence, condition 6.2.1	Electricity Industry Customer Transfer Code, clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	5	Through enquiries with the RBU team and review of relevant documentation, including the Governance Structure Model, we noted that Synergy has a framework which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
56	Retail Licence, condition 6.8.1 Distribution Licence, condition 6.8.1	Electricity Industry Customer Transfer Code, clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.	5	Through enquiries with the RBU team, and review of relevant documents including the Governance Structure Model, we noted that Synergy has a framework that defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
57	Generation Licence, condition 5.3.1 Transmission Licence, condition 5.3.1 Distribution Licence, condition 5.3.1 Retail Licence,	Electricity Industry Customer Transfer Code, clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	5	Through enquiries with the RBU team, and review of relevant documents including the Governance Structure Model, we noted that Synergy has a framework model that defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the RBU team, we noted that Synergy has not been involved in any disputes during the audit period.	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	condition 5.3.1 Integrated Regional Licence, condition 5.3.1				Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
58	Distribution Licence, condition 5.1.1 Generation Licence, condition 5.1.1 Integrated Regional Licence, condition 5.1.1 Transmission Licence, condition 5.1.1	Electricity Industry Customer Transfer Code, clause 7.2(4)	A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	5	Through enquiries with the RBU team, and review of relevant documents including the Governance Structure Model, we noted that Synergy has a framework that defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
59	Distribution Licence, condition 5.1.2 and 5.1.3 Generation Licence, condition 5.1.2 and 5.1.3 Integrated Regional Licence, condition 5.1.2 and 5.1.3 Transmission Licence, condition 5.1.2 and 5.1.3	Electricity Industry Customer Transfer Code, clause 7.3(2)	A disputing party must, at all times, conduct itself in a manner that is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	5	Through enquiries with the RBU team, and review of relevant documents including the Governance Structure Model, we noted that Synergy has a framework that defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
78	Distribution Licence, condition 5.1.4 Generation Licence, condition 5.1.4 Integrated Regional	Electricity Industry Act, section 51	Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with that licensee approved standard form contract on the ERA's website. [DELETED ON 8 JUNE 2020]	4	Through enquiries with the OGC Regulation and Compliance team (RaC) and review of Synergy's Standard Form Contract (SFC) as published on Synergy's website, we noted that Synergy supplies electricity to small-use customers who agree to enter into a SFC on the basis of the contract approved by the Economic Regulation	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Licence, condition 5.1.4 Transmission Licence, condition 5.1.4				Authority. We confirmed that Synergy's SFC complies with the approved SFC published on the ERA's website.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
79	Distribution Licence, condition 4.2.1 Generation Licence, condition 4.2.1 Integrated Regional Licence, condition 4.2.1 Retail Licence, condition 4.2.1 Transmission Licence, condition 4.2.1	Electricity Industry (Customer Contracts) Regulations, regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	5	Through enquiries with the OGC RaC team and review of Synergy's Electricity Non-Standard Form Contracts (NSC), we noted that the NSC is presented in a format that is easy to read and expressed in clear, simple and concise language. When there is an amendment made to the NSC template, the Legal team (OGC) will make the contract change, and the Marketing team (RBU) will prepare any communication information, ensuring it remains, simple, clear and concise. The Legal Team (OGC) will review the changes to ensure they are made in line with the Electricity Industry (Customer Contracts) Regulations 2005.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
80	Distribution Licence, condition 4.1.1 Generation Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Retail Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry (Customer Contracts) Regulations, regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	Through enquiries with the OGC RaC team and review of Synergy's Electricity NSC and Business Terms and Conditions, we noted that the NSC includes a start date for the supply of electricity, as well as an end date. The NSC is reviewed and assessed by Synergy's Legal and Marketing teams. Review of the NSC noted that the contract term start date, duration and end date is specified.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
81	Distribution Licence, condition 4.1.1 Generation Licence, condition 4.1.1 Integrated	Electricity Industry (Customer Contracts) Regulations, regulation 7	A non-standard contract must specify certain information about the retailer.	4	Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted that the NSC includes the information in relation to Synergy as required by regulation 7 of the Electricity Industry (Customer Contracts) Regulations 2005. The NSC is reviewed by the Legal team to ensure consistency and	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Regional Licence, condition 4.1.1 Retail Licence, condition 4.1.1 Transmission Licence, condition 4.1.1				compliance with the customer contract regulations and applicable laws such as Australian Consumer Law. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
82	Integrated Regional Licence, condition 6.4.1 Retail Licence, condition 6.4.1	Electricity Industry (Customer Contracts) Regulations, regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted the NSC gives an exact description of the goods and services that the retailer will provide under the contract i.e. the supply of electricity at a specified tariff with accompanying fees and charges, including the supply charge. We noted that the RBU Sales team uses contract templates that stipulate the specified information and are version controlled by the Legal team. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
83	Integrated Regional Licence, condition 6.6.1 Retail Licence, condition 6.6.1	Electricity Industry (Customer Contracts) Regulations, regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	5	Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted the NSC requires the customer to pay for electricity supplied under the contract. A copy of the business terms and conditions and the electricity sales agreement are automatically enclosed with the welcome letter and NSC, specifying that the customer must pay for the electricity supplied under the contract. During the audit period we noted the NSC required the customer to pay for the supplied electricity. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
84	Integrated Regional Licence, 6.7.1 Retail Licence, condition 6.7.1	Electricity Industry (Customer Contracts) Regulations, regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	5	Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions and noted the contract at clause 10.1 prohibits customers from getting involved in any activity that may damage or interfere with the network equipment and Clause 10.3 of the Business Plan Terms and Conditions enforces the same restrictions.	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>During the audit period we noted that both documents outlined that tampering or bypassing network equipment is prohibited.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
85	Distribution Licence, condition 6.1.1 Integrated Regional Licence, 6.1.1 Retail Licence, condition 6.1.1	Electricity Industry (Customer Contracts) Regulations, regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	5	<p>Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted that clause 8.4 and clause 12 of those terms and conditions describe the circumstances under which Synergy has the right to disconnect the supply and required to reconnect the supply.</p> <p>During the audit period we noted that the NSC described the circumstances that a retailer is required to reconnect supply and when they have the right to disconnect.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
86	Distribution Licence, condition 5.1 Integrated Regional Licence, 5.1 Transmission Licence, condition 5.1	Electricity Industry (Customer Contracts) Regulations, regulation 12	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	5	<p>Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted that under clause 20 of the Business Terms and Conditions the clause specifies the information in relation to security for payment of bills.</p> <p>Based on further enquiries, it was noted that as per Synergy's financial statements, Synergy advised it is exempt from outlining interest payments in their NSC by virtue of regulation 12 (5) of the Electricity Industry (Customer Contracts) Regulations. The NSC states Synergy will hold a security deposits in a separate trust account and will separately identify the security in their accounting records. We noted that no security deposits were held on behalf of small use customers during the audit period.</p> <p>As required by the obligation, we observed Synergy's NSC includes the following information pertaining to security deposits:</p> <ul style="list-style-type: none"> <li>• How Synergy will hold the security deposits; and</li> <li>• How the transaction is identified in Synergy's accounting records.</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
87	Integrated Regional Licence, 5.1 Retail Licence, condition 5.1 Transmission Licence, condition 5.1	Electricity Industry (Customer Contracts) Regulations, regulation 13	A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	5	<p>Through enquiries with the OGC RaC team and review of Synergy's NSC and Business Terms and Conditions, we noted that clause 5 of the terms and conditions describes Synergy's obligation to provide customers with reasonable information on changes in charges as soon as the information is available.</p> <p>We noted that a copy of the Business Terms and Conditions and the Electricity Sales Agreement is automatically enclosed with the welcome letter and NSC. The welcome letter lists the Synergy website which provides information on tariffs and the circumstances in which those prices are payable, as well as providing a mechanism for Synergy to notify customers of any changes to prices and tariffs. Other notification mechanisms also include the Synergy bill.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
88	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clauses 8 and 9 of the Business Terms and Conditions describe the procedure to be followed by Synergy in relation to the preparation, issue and review of customer bills. The NSC is issued with the Business Terms and Conditions automatically making available to the customer the information required under regulation 14 of the Electricity Industry (Customer Contracts) Regulations 2005. We note the Business Terms and Conditions form part of the NSC.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
89	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 18 of the Business Terms and Conditions describe all matters relating to the termination of a NSC as specified in</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>regulation 15 of the Electricity Industry (Customer Contracts) Regulations 2005. We note the Business Terms and Conditions form part of the NSC.</p> <p>We noted that the NSC provided details on the circumstances on when a contract may be terminated by Synergy or the customer.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
90	Electricity Industry Act, section 11	"Electricity Industry (Customer Contracts) Regulations, regulations 16 and 34"	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 22.9 states the contract states that the contract may be amended without the customer's consent. Clause 22.9 also describes the process for amending the contract including requirements for approval and the way in which the amendment will be published, as required by regulation 16 of the Electricity Industry (Customer Contracts) Regulations 2005.</p> <p>We also noted that clause 22.9 states Synergy is responsible to notify customers of any amendment to their NSC, as required by regulation 34 of the Electricity Industry (Customer Contracts) Regulations 2005. We note the Business Terms and Conditions form part of the NSC. Further enquiries noted that Synergy did not amend the NSC during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
91	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	5	<p>Through enquiries with the OGC RaC team, review of the Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 22.4 specifies Synergy's ability to assign or novate NSC agreements without providing notice to the customer. We note the Business Terms and Conditions form part of the NSC.</p> <p>During the audit period Synergy's NSC specified the assignment of rights and obligations, including without the customer's consent.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, and Synergy has complied with the obligation during the audit period.			
92	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Customer Charter, Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 16 of Synergy's Business Terms and Conditions specifies how Synergy will deal with customer complaints. Clause 16 states that the customer should contact Synergy to discuss their issue and will be dealt with in accordance with Synergy's customer complaints policy. We note the Business Terms and Conditions form part of the NSC.</p> <p>During the audit period the non-standard contract described the procedures that will be followed by Synergy if a complaint was made.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
93	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 19	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 15 of Synergy's Business Terms and Conditions details the process Synergy has in place in order to ensure customer information is treated confidentially. We note the Business Terms and Conditions form part of the NSC.</p> <p>During the audit period the NSC specified the steps taken by Synergy to ensure the confidentiality of customer information and the exceptions to when the information will not be treated confidentially.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
94	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	5	<p>Through enquiries with the OGC RaC team and review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that the NSC contains the following information:</p> <ul style="list-style-type: none"> <li>It is governed by the laws of the State of Western Australia (clause 22.8);</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>Contains the effect of an invalid or unenforceable provision (clause 22.10);</li> <li>Outlines the way in which notice may be given (clause 22.2); and</li> <li>The rules governing the use of electronic communication by Synergy (clause 22.3).</li> </ul> <p>During the audit period the NSC specified the governing legislation, the effect of an invalid or unenforceable provision and the manner in which the customer will receive notice. We note the Business Terms and Conditions form part of the NSC.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
95	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	5	<p>Through enquiries with the OGC RaC team and review of Synergy's Business Terms and Conditions, Customer Charter and NSC, we noted the NSC does not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers. Clause 14 of Synergy's Business Terms and Conditions states that nothing in the NSC excludes, restricts or modifies the rights of recovery or to compensation the customers may have under Australian Consumer Law including the Code of Conduct.</p> <p>During the audit period the NSC did not have a provision that listed the information under regulation 21.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
96	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 19.4 states that Synergy will not provide electricity under an NSC until the end of the cooling-off period. We also noted that under clause 19.3 the NSC specifies a ten-day cooling-off period during which customers can withdraw from the contract. We note the Business Terms and Conditions form part of the NSC.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>During the audit period, the NSC specifies there is a cooling off period in which the customer has the right to terminate the contract.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
97	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 18 states that a customer can terminate a NSC by giving Synergy 20-days' notice before the end date of the agreement or five-days' notice after the end of the agreement. We note the Business Terms and Conditions form part of the NSC. We note the Business Terms and Conditions form part of the NSC.</p> <p>During the audit period Synergy did not offer NSCs other than on fixed term agreements, which states terminating the contract before the end date, the customer must provide Synergy 20 days' notice.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
98	Electricity Industry Act, section 11	"Electricity Industry (Customer Contracts) Regulations, regulations 33(3) and (4)"	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	5	<p>Through enquiries with the OGC RaC team, review of Synergy's Business Terms and Conditions and Licence Obligation Legal Checklist, we noted that clause 18 states that a customer can terminate a NSC by giving Synergy 20 days' notice before the end date of the agreement or five days' notice after the end of the agreement. For termination before the end date of the agreement, clause 18 states there is a termination payment applicable due within 7 days of receiving the final bill, if Synergy elects. We note the Business Terms and Conditions form part of the NSC.</p> <p>During the audit period the fixed NSC authorised the customer to terminate the contract not less than 20 business days before the end date and described the amounts payable upon termination.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
100	Electricity Industry Act, section 11	Electricity Industry (Customer Contracts) Regulations, regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	<p>Through enquiries with the RBU team and review of Non-Application Letters and Vacant Site Management Process, we noted that the SAP system identifies properties that are using electricity but have no active contracts and sends a series of letters that amongst other matters notifies the occupant they have been deemed to have entered a SFC and if the occupant does not contact Synergy then the premises are at risk of disconnection. In SAP it is evident that the process has started as there will be a message once the premises is confirmed stating 'Vacant Site Process Started: 1<sup>st</sup> Non-application Letter Sent on DD.MM.YYYY'. On day one, the property becomes vacant, and after a defined period, the first vacant site letter is sent. SAP adds a notification to the message centre advising 'Vacant Site Process started: Warning letter sent DD.MM.YY'. If the site has no account established, a second letter will be issued after a defined period from the first vacant site letter being issued. After an additional five business days from the second non-application letter, a de-energisation Service Notification will be issued to Western Power and the site will be de-energised within Western Power's agreed SLA for failure to contact Synergy to provide information (customer identity) to supply electricity to the premises.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
101	Electricity Industry Act, section 11	Electricity Industry Act, section 13(1)	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months.	5	<p>Through enquiries with the OGC RaC team, we noted that the regulatory calendar event will automatically prompt RaC, reminding the team of the due date for the performance audit submission. Furthermore, the RaC – Operations Guideline outlines the key steps in the Performance Audit process, including Auditor procurement process, ERA approval of auditor and the ERA approval of audit plan.</p> <p>The previous ERL1 Performance Audit was conducted by PWC in 2020 for the audit period 1 July 2017 to 30 June 2019. The Authority approved the appointment of KPMG on 15 July 2021, to conduct the Performance Audit for the audit period July 1 2019 to 30 June 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	NA	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, and Synergy has complied with the obligation during the audit period.			
105	Electricity Industry Act, section 11	Economic Regulation Authority (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.	5	<p>Through enquiries with the OGC RaC team, and review of the Regulation and Compliance Operations Guideline, we noted that Synergy has processes in place to ensure Synergy pays the prescribed licence fees to the ERA in accordance with regulations 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014. All invoices issued to Synergy are to be forwarded to the corporate services administration assistant, who raises a non-order invoice (NOI) for ERA invoice payment. The invoice is required to be authorised by the Manager of Regulation and Compliance, RaC. The OGC RaC team then liaises with the Office of the General Counsel's administration assistant to have the invoice is paid by the respective deadlines.</p> <p>Through enquiries, and review of the 2019/2020 and 2020/2021 compliance reports, along with the ERA Invoices for 2019/20 and 2020/21, we noted that Synergy did not breach its requirement to pay the prescribed licence fees to the ERA during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	NA	A	1
106	Electricity Industry Act, section 11	Electricity Industry Act, section 31(3)	A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	4	<p>Through enquiries with the OGC RaC and T&amp;T teams and review of relevant documentation, we noted that Synergy has established an Energy Data Exchange (EDE) Disaster Recovery Plan which details the steps to be performed for a disaster recovery of the EDE. Synergy's EDE production servers are in two data centres, to ensure that if there was an interruption to one data centre, the other data centre servers would be able to continue to transact with Western Power. Furthermore, Synergy has a well-established Business Continuity Plan, outlining the critical work priorities in a disruptive event with the required time frames and alternate work arrangements to facilitate these priorities.</p> <p>Through enquiries with the OGC RaC team, we noted that Synergy did not breach its obligation to take reasonable steps to minimise the extent or duration of any</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>interruption, suspension or restriction of the supply of electricity.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
107	Electricity Industry Act, section 82	Electricity Industry Act, section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	5	<p>Through enquiries with the OGC RaC team and review of relevant documentation, we noted that Synergy as a Government Trading Enterprise (GTE) is subject to the Energy Operators (Powers) Act 1979. This act confers significant rights on Synergy to acquire lands or access lands. Accordingly, Synergy does not rely on section 41 of the Electricity Industry Act 2004 for the purposes of acquiring or accessing lands.</p> <p>Through enquiries, we noted that Synergy did not acquire an interest in land, or an easement over land, for its retail operations during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
108	Electricity Industry Act, section 82	Electricity Industry Act, section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	4	<p>Through enquiries with the OGC RaC team and review of the SFC and NSC for both residential and business small use customers, we noted that Synergy supplies electricity to small use customers through a form of contract. Both the SFC and NSC comply with section 54(1) of Electricity Industry Act, with all Synergy electricity supply contracts subject to independent legal review to ensure its compliance with the Electricity Industry Act and associated regulations.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
109	Electricity Industry Act, section 82	Electricity Industry Act, section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	5	Through enquiries with the OGC RaC team, and review of relevant documentation, we noted that should Synergy be instructed by the ERA to amend its SFC, the request will be recorded within Synergy's DM. RaC will liaise with the Legal team, and a member of the OGC RaC team will then create an entry within the Empower regulatory calendar to	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>track response timeframes to ensure the response issued to the Authority is in accordance with the ERA's instruction.</p> <p>Through enquiries with the OGC RaC team, we noted that during the audit period, Synergy was not directed by the ERA to update its SFC.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
110	Electricity Industry Act, section 82	Electricity Industry Act, section 76	If a designation under section 71(1) of the Electricity Industry Act is in force, a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	5	<p>Through enquiries with the OGC RaC team, and review of the Regulation and Compliance – Operations Guideline, we noted that Supplier of Last Resort (SOLR) obligations are recorded within the Operational Guideline. The Electricity Industry Act 2004 designates Synergy as the SOLR within the South-West Interconnected System (SWIS), and the requirement for Synergy to submit a supplier of last resort plan to the ERA for approval has been suspended for several years pending enactment of regulations by the State Government to give effect to the SOLR plan.</p> <p>Through enquiries with the OGC RaC team, we noted that during the audit period, Synergy was not required perform the functions of a retailer of last resort and did not carry out the supplier of last resort plan.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
111	Electricity Industry Act, section 82	Electricity Industry Act, section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	Through enquiries with the OGC RaC team, review of relevant documentation and the Energy and Water Ombudsman website, we noted that Synergy is a member of the approved Energy Ombudsman Electricity Scheme. Synergy has been granted (and renewed during the audit period) an Electricity Retail Licence which precludes Synergy from supplying electricity to a small use customer unless it is a member of the approved electricity ombudsman scheme to which it is bound to	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>comply with requirements in relation to customer complaints handling.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
114	Electricity Industry Act, section 82	Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	A licensee must ensure that an electricity marketing agent of the licensee complies with the Code of Conduct for the Supply of Electricity to Small Use Customers 2018.	5	<p>Through enquiries with the OGC RaC team, and review of key documentation, we noted that Synergy has controls in place to ensure that an electricity marketing agent of Synergy complies with the Code of Conduct for the Supply of Electricity to Small Use Customers 2018 (Code of Conduct"). Synergy has template agreements outlining the requirement for electricity marketing agents to comply with the applicable legislative requirements and requirements of the government agencies.</p> <p>Through enquiries, we noted that Synergy did not have any contracts with electricity marketing agents during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
116	Electricity Industry Act, section 82	Integrated Regional Licence, condition 6.4.2 Retail Licence, condition 6.4.2	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.	4	<p>Through enquiries with the OGC RaC team, and review of key documentation, we noted that if requested to review the SFC , Synergy will save the request within DM and generate a calendar entry within the Empower Regulatory Calendar to track response timeframes in accordance with the ERA's instructions. The response issued to the ERA must also be saved within DM. Furthermore, RaC must liaise with the Legal team with respect to any SFC reviews to ensure compliance with relevant legislation and obligations.</p> <p>Through enquiries, we noted that during the audit period, Synergy was not directed by the ERA to review its SFC and submit to the ERA the results of the review within the time specified by the ERA.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					occurred during the audit period, therefore the obligation is not rated.			
117	Electricity Industry Act, section 82	Integrated Regional Licence, condition 6.4.3 Retail Licence, condition 6.4.3	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.	4	<p>Through enquiries with the OGC RaC team, and review of relevant documentation, we noted that if requested to review the SFC, Synergy will save the request within DM and generate a calendar entry within the Empower Regulatory Calendar to track response timeframes and responses to the ERA in accordance with the ERA's instructions. The response issued to the ERA must also be saved within DM. Furthermore, RaC must liaise with the Legal team with respect to any SFC reviews to ensure compliance with relevant legislation and obligations.</p> <p>Through enquiries, we noted that during the audit period, Synergy was not directed by the ERA to review the SFC and submit to the ERA the results of the review within the time specified by the ERA.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
118	Electricity Industry Act, section 82	Integrated Regional Licence, condition 6.5.1 Retail Licence, condition 6.5.1	A licensee can only amend the standard form contract with the ERA's approval.	5	<p>Through enquiries with the OGC RaC team, and review of relevant documentation, we noted Synergy has processes in place to ensure Synergy obtains the ERA's approval to amend the SFC. Any changes to the SFC are to be reviewed by the Legal team and submitted to the ERA for their review and approval. The ERA will then publish the amended standard form contract for public comments, form a decision on reasonableness, and advise Synergy accordingly.</p> <p>Through enquiries with the OGC RaC team, we noted that during the audit period, Synergy received the ERA's approval to amend the SFC on 12 March 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
119	Electricity Industry Act, section 82	Distribution Licence, condition 4.3.1	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards	4	Through enquiries and review of Synergy's Annual Reports for the financial years ending 30 June 2019 and 2020 noted that the Office of the Auditor General (OAG)	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
		<p>Generation Licence, condition 4.3.1</p> <p>Integrated Regional Licence, condition 4.3.1</p> <p>Retail Licence, condition 4.3.1</p> <p>Transmission Licence, condition 4.3.1</p>	Board Standards or equivalent International Accounting Standards.		<p>performed the independent audit of Synergy's financial statements and those statements were prepared in accordance with the applicable Australian Accountings Standards.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
120	Electricity Industry Act, section 82	<p>Distribution Licence, condition 5.2.4</p> <p>Generation Licence, condition 5.2.4</p> <p>Integrated Regional Licence, condition 5.2.4</p> <p>Retail Licence, condition 5.2.4</p> <p>Transmission Licence, condition 5.2.4</p>	A licensee must comply with any individual performance standards prescribed by the ERA.	5	<p>Through enquiries with the OGC RaC team, and review of relevant documentation, we noted that should any individual performance standards be prescribed by the ERA, Synergy will update the relevant control register to reflect the revised or new individual performance standard, ensuring the register captures the Business Owner, preventative controls, control status and risk.</p> <p>Through enquiries, we noted that during the audit period, there were no individual performance standards prescribed by the ERA.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
121	Electricity Industry Act, section 82	<p>Distribution Licence, condition 5.3.2</p> <p>Generation Licence, condition 5.3.2</p> <p>Integrated Regional Licence, condition 5.3.2</p> <p>Retail Licence, condition 5.3.2</p> <p>Transmission Licence, condition 5.3.2</p>	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	<p>Through enquiries with the OGC RaC team and review of relevant documentation, we noted on 15 July 2021, the Authority approved the appointment of KPMG to conduct the ERL1 Performance Audit for the audit period 1 July 2019 to 30 June 2021. The audit plan was prepared in accordance with the Authority's standard audit guidelines and approved by the ERA.</p> <p>The previous ERL1 Performance Audit was conducted by PWC in 2020 for the audit period 1 July 2017 to 30 June 2019, in accordance to the ERA Audit and Review Guidelines: Electricity and Gas Licences (March 2020).</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
123	Electricity Industry Act, section 82	Distribution Licence, condition 4.4.1 Generation Licence, condition 4.4.1 Integrated Regional Licence, condition 4.4.1 Retail Licence, condition 4.4.1 Transmission Licence, condition 4.4.1	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations.	5	Through enquiries we noted that Synergy cannot be placed into external administration as it is not a company under the <i>Corporations Act 2001 (Cth)</i> . If Synergy was to cease to be a state-owned corporation, or if there were any material changes that Synergy's that affected Synergy's ability to meet its obligations, Synergy would notify the ERA.  Through enquiries with the OGC RaC team, we noted that during the audit period, Synergy was not placed under external administration and there were no significant changes that affected Synergy's ability to meet its obligations.  Based on enquiries, it was concluded that the obligation was not applicable to Synergy during the audit period.	N/A	N/A	N/A
124	Electricity Industry Act, section 82	Distribution Licence, condition 4.5.1 Generation Licence, condition 4.5.1 Integrated Regional Licence, condition 4.5.1 Retail Licence, condition 4.5.1 Transmission Licence, condition 4.5.1	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	4	Through enquiries with the OGC RaC team and review of relevant documentation, including the Regulation and Compliance Operations Guideline, we noted that in the event Synergy receives an instruction from the ERA, the request will be saved within DM, a calendar entry will be created within the Empower Regulatory Calendar to track response timeframe and the response issued to the Authority in accordance with the instruction and timeframe. RaC is the responsible business owner for managing the ERA relationship and is tasked with providing the ERA with the specified information within specified timeframes.  In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where licence charge standing data was not submitted by the due date in the required format to the ERA. The breach was a result of the notification requesting standing data not being provided to Synergy staff members responsible for providing the required data, therefore Synergy's internal regulatory calendar notification was not actioned. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.  Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.			
125	Electricity Industry Act, section 82	Distribution Licence, condition 3.8.1 and 3.8.2 Generation Licence, condition 3.8.1 and 3.8.2 Integrated Regional Licence, condition 3.8.1 and 3.8.2 Retail Licence, condition 3.8.1 and 3.8.2 Transmission Licence, condition 3.8.1 and 3.8.2	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	Through enquiries with the OGC RaC team, and review of relevant documentation, we noted that Synergy will publish information as directed by the ERA within the timeframes specified. The RaC team submit a ServiceNow ticket for a PDF version of the report to be published and with the date for which it comes into effect. T&T will then process the publication to Synergy's website on the requested date. Calendar entries will be made within the Regulatory Compliance Calendar to ensure publications are made within the specified timeframes.  Through enquiries, and review of the Synergy website, we noted that Synergy published its ERL1 Performance Report 2019/2020 within the specified timeframe, as directed by the ERA.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
126	Electricity Industry Act, section 82	Distribution Licence, condition 3.7.1 Generation Licence, condition 3.7.1 Integrated Regional Licence, condition 3.7.1 Retail Licence, condition 3.7.1 Transmission Licence, condition 3.7.1	All notices must be in writing, unless otherwise specified.	4	Through enquiries with the OGC RaC team, and review of key documentation, we noted that Synergy's Regulation and Compliance – Operations Guideline outlines that all notices required to be provided to the ERA, must be in writing. Furthermore, the guidelines provide a definition of what constitutes a notice.  Through enquiries and review of correspondence between Synergy and the ERA, we noted that Synergy complied with its obligation to provide notices in writing, unless otherwise specified.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
129	Electricity Industry Act, section 82	Code of Conduct, clause 2.1 Integrated Regional Licence, condition 6.3.1	A retailer must ensure that its electricity marketing agents comply with Part 2 of the Code of Conduct. [DELETED ON 8 JUNE 2020]	5	Through enquiries with RBU's RBU Essentials Lead, Customer Success – Residential, we noted that Synergy does not have any contracts with electricity marketing agents acting on its behalf in relation to small use customer supply.	N/A	NP	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries held with OGC Manager Regulation and Compliance, it was concluded that Synergy had not engaged with an electricity marketing agent during the audit period for marketing purposes. Therefore, a control assessment for this obligation was not performed and cannot be rated for compliance.			
130	Electricity Industry Act, section 82	Code of Conduct, clause 2.2(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1).	4	<p>Through enquiries with the RBU Customer Fulfilment team and review of Move In Declaration, How to Order a Brochure, Form or Standard Letter document and Standard Letter Matrix processes, we noted that SFCs are issued to the customer within five business days of entering the contract over the phone at no charge. The How to Order a Brochure, Form or Standard Letter process provides guidance to Synergy agents when a customer calls and instructs the agent to offer the customer to self-serve and download the requested document from the Synergy website as the first point of call. If the customer declines to access the website, the agent will confirm the desired delivery method and check that the mailing address corresponds to the records against the customer recorded in SAP CRM. When the agent selects for the contract to be sent within SAP CRM, the system automatically sends out the contract to the nominated address. Once the transaction has been placed, an automatic interaction note is placed on the customer's account noting that the customer has requested these documents. It was noted that a hard copy of the documents was not requested during the audit period.</p> <p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 13 breaches where the SFC was not made available to the customer within five business days of the SFC being established over the telephone. On six occasions the account was established with the contact person or a third party and not the customer. The SFC does not authorise contact persons/third parties to establish new accounts in the name of the customer.</p> <p>On one occasion the agent changed the name on the contract rather than establishing a new contract for the authorised representative. In the final instance, a customer was not advised during the call that the contract is available on the Synergy website or a copy can be sent to them on request. To remedy the breaches, four customers were contacted and read the correct</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>declaration to which they agreed to. One customer had the account closed at their request and three customers were called but as they were unavailable, a letter to contact Synergy was sent to the customer and notes left on the account in the event the customer called. Through enquiries with the RBU Customer Fulfilment team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 4<sup>th</sup> of April 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
131	Electricity Industry Act, section 82	Code of Conduct, clause 2.2(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's first bill.	5	<p>Through enquiries with the RBU Customer Fulfilment team and review of the Move In Declaration, How to Order a Brochure, Form or Standard Letter document and Standard Letter Matrix, we noted that the Welcome Letter and Customer Charter are automatically issued to the customer upon the move in process at no charge. The Customer Charter aids with accessing the multi-lingual services and TTY.</p> <p>The How to Order a Brochure, Form or Standard Letter process provides guidance to the Synergy agent when a customer calls and instructs the agent to offer the customer to self-serve and download the requested document from the Synergy website as the first point of call. If the customer declines to access the website, the agent will confirm the desired delivery method and check that the mailing address corresponds to the records recorded against the Business Partner. When the agent selects for the contract to be sent within SAP CRM, the system automatically sends out the contract to the nominated address. Once the transaction has been placed, an automatic interaction note is placed on the customer's account that they have requested these documents. It was noted that a hard copy of the documents was not requested during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
132	Electricity Industry Act, section 82	Code of Conduct, clause 2.3(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	A retailer or electricity marketing agent must ensure that non- standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.3(1).	4	<p>Through enquiries with the RBU team and review of Verbal Contract process document, we noted that for NSC, the customers' verifiable consent is obtained and recorded either through a written or verbal contract. The customer is then given the contract via email or mailed to them and made available within five business days.</p> <p>Agents are required to read a statement confirming that the customer is authorised to enter a contract and that they agree to let Synergy supply electricity to them. Upon acceptance, a recorded message is played to the customer, forming the verbal contract for the supply of electricity and satisfying the requirement for verifiable consent to be obtained.</p> <p>For NSCs, the contract is sent via email or by mail where requested by the customer via Salesforce. Paid envelopes are kept on site for any NSCs which are requested to be mailed, ensuring the contract is received within 5 business days.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
133	Electricity Industry Act, section 82	Code of Conduct, clause 2.3(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.	4	<p>Through enquiries with the RaC and RBU teams and review of Synergy's Customer Charter, Business Terms and Conditions and Tariff / Contract webpage, we noted that before entering a contract, customers are made aware of the following information while on the phone to a Synergy representative at the point of contract:</p> <ul style="list-style-type: none"> <li>• The details of the cooling off period; and</li> <li>• the period during which they can withdraw from the contract along with the eventual costs incurred in doing so.</li> </ul> <p>A copy of the Customer Charter and Synergy Business Terms and Conditions containing the relevant information under clause 2.3(2) is provided to the customer automatically through Salesforces prior to the customer agreeing to the contract.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
134	Electricity Industry Act, section 82	Code of Conduct, clause 2.3(4) Integrated Regional Licence, condition 6.3.1 (Regional Power Corporation) Retail Licence, condition 6.3.1 (Electricity Retail Corporation)"	The Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of Electricity Retail Corporation or Regional Power Corporation, must ensure that the information specified in subclause 2.3(4) is provided to the customer before arranging a non-standard contract.	5	Through enquiries with the RaC and RBU team and review of Synergy's Customer Charter, Business Terms and Conditions and the Difference Between Standard and Non-standard Agreements Flyer, we noted that during the audit period before entering a non-standard contract the customer is made aware they can enter into a standard form contract, along with the difference between the contracts through the brochure for Standard / Non-Standard that is sent to customer automatically via Salesforce.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
135	Electricity Industry Act, section 82	Code of Conduct, clause 2.3(5) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	Subject to subclause 2.3(3), a retailer or electricity marketing agent must obtain the customer's verifiable consent that the specified information in subclause 2.3(2) and 2.3(4), as applicable, has been provided.	4	Through enquiries with the RBU team and review of relevant documentation, we noted that verifiable consent is recorded via a signed contract or verbal contract, and that contracts are sent to customers via Salesforce. This process automates the attachments including the Customer Charter and a brochure explaining the difference between Standard and Non-standard contracts. We noted that the Verbal Contract recorded script informs the customer of the difference between standard and non-standard contracts and the opportunity to enter a standard contract if they want to. The script outlines the ten-day cooling-off period and that there are early termination exit fees for NSCs. Information required under clause 2.3(2) is addressed in the customer charter which is sent to the customer at the same time as the contract, providing the customer with the information required under the clause before entering the contract.  We noted that the verifiable consent that Synergy receives is either obtained through a written or verbal contract covers the information in clauses 2.3(2) and (4).  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
136	Electricity Industry Act, section 82	Code of Conduct, clause 2.4(1) Integrated Regional Licence, condition 6.3.1	A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	5	Through enquiries with the RBU Team and review of relevant documentation, we noted that concession information is available and accessible on the Synergy website, with the following webpages noted: <ul style="list-style-type: none"> <li>Rebates and Concessions: <a href="https://www.synergy.net.au/Your-">https://www.synergy.net.au/Your-</a></li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
		Retail Licence, condition 6.3.1			<p><a href="#">home/Manage-account/Rebates-and-concessions?tid=Rebatesandconcessions:help_advice:Rebatesconcessions</a></p> <ul style="list-style-type: none"> <li>Concessions Help: <a href="https://www.synergy.net.au/Your-home/Help-and-advice/Concessions?tid=Concessions:help_advice:Concessions">https://www.synergy.net.au/Your-home/Help-and-advice/Concessions?tid=Concessions:help_advice:Concessions</a></li> </ul> <p>Additionally, we determined that concession eligibility was confirmed with the customer during the move in guided process as follows:</p> <ul style="list-style-type: none"> <li>Adding a Concession Card</li> <li>Entitlements and Eligibility for Concession</li> <li>Concession Cards Declaration</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
137	Electricity Industry Act, section 82	Code of Conduct, clause 2.4(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	A retailer or electricity marketing agent must provide contact details, including a telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	5	<p>Through enquiries with the RBU team, we noted that Synergy has a dedicated call centre team for the purposes of enquiries, verifications and complaints. The operating hours of the customer service call centre team is 7am to 7pm (AWST) during weekdays.</p> <p>Review of relevant documentation noted that contact details for Synergy, including their telephone number, can be located on:</p> <ul style="list-style-type: none"> <li>The customer's bill;</li> <li>The welcome pack received by new customers;</li> <li>Synergy customer charter; and</li> <li>Synergy website.</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
138	Electricity Industry Act, section 82	Code of Conduct, clause 2.5(1) Integrated Regional Licence, condition 6.3.1	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	4	<p>Through enquiries with the RBU team and review of relevant documentation, we noted that Synergy does not employ marketing agents and therefore would not contact a customer for the purposes of marketing. Additionally, we confirmed the following information:</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
		Retail Licence, condition 6.3.1			<ul style="list-style-type: none"> <li>Sales staff are trained to provide the complaints telephone number and the telephone number of the Electricity Ombudsman when requested, they can do this via KANA, Google or the Synergy website;</li> <li>Sales staff are also aware that when a customer requests their identification number, they are to provide the information; and</li> <li>Staff can issue a customer complaint form to the customer's nominated address via CRM free of charge.</li> </ul> <p>Enquiries with the RBU team noted that during the audit period, Synergy has received requests from customers for the relevant complaints and electricity ombudsman contact information and has provided this information in a timely manner.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
139	Electricity Industry Act, section 82	Code of Conduct, clause 2.5(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	<p>A retailer or electricity marketing agent who meets with a customer face to face must:</p> <ul style="list-style-type: none"> <li>wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and</li> <li>provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer.</li> </ul>	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted that sales staff wear ID cards that contain their first name, ID number, and Synergy branding. Should the customer request the staff members details, they can provide it in writing. When Synergy staff are at a public event, they will wear Synergy branded shirts.</p> <p>Through discussion with RBU, we note that during the audit period, all staff had Synergy ID cards which have their name displayed. These cards are worn when meeting with customers.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
140	Electricity Industry Act, section 82	Code of Conduct, clause 2.6	<p>A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no</p>	5	<p>Through enquiries with Synergy OGC RaC team and review of relevant documentation, we noted that Synergy has no direct door to door marketing and any customer visits are pre-arranged appointments, so the customer is aware of the visit. If a customer had visible signs indicating that canvassing is not permitted, staff would not</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			advertising is to be left at the premises.		leave marketing material without the express permission from the customer. During the audit period no canvassing or advertising material was left on a premise without permission. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
141	Electricity Industry Act, section 82	Code of Conduct, clause 2.9 Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.	5	Through enquiries with the RaC and RBU teams and review of the SAP CRM Complaints Module, we noted that Synergy does not use electricity marketing agents. Any customer complaints will be recorded in the SAP CRM Complaints Module. Once a complaint is recorded, an alert is triggered on the customer's account indicating that a complaint is in progress.  Synergy has not engaged any Electricity Marketing Agents for the audit period and therefore has not reported any breaches by an electricity marketing agent.  Based on enquiries, it was concluded that the obligation was not applicable to Synergy during the audit period as Synergy is not required to keep a record of the complaint as the retailer.	N/A	N/A	N/A
142	Electricity Industry Act, section 82	Code of Conduct, clause 2.10 Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1	An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer or person was contacted by, or on behalf of, the electricity marketing agent, or after receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.	5	Through enquiries with the RaC and RBU teams and review of relevant documentation, we noted that Synergy does not use electricity marketing agents. We also noted that SAP ISU configuration does not have an archiving policy in place, which means data is not removed from the systems and therefore historic information is available beyond the two-year timeframe.  Synergy has not engaged any electricity marketing agents for the audit period and therefore has not reported any breaches by an electricity marketing agent, however if a breach was to occur with SAP ISU's archiving policy the information would be stored beyond two years.  Based on enquiries, it was concluded that the obligation was not applicable to Synergy during the audit period as Synergy is not required to keep a record of the complaint as the retailer.	N/A	N/A	N/A
143	Electricity Industry Act, section 82	Code of Conduct, clause 3.1(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward	5	Through discussion with the RBU and T&T teams and review of New Connection Moving In document, we noted that Synergy asks its customers for their consent for builders or electrical contractors to act on their behalf to establish their new connection. Should a customer wish	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			the customer's request for the connection to the relevant distributor.		<p>to establish a new connection, the request will be issued via SAP CRM and sent automatically to Western Power within the prescribed timeframes.</p> <p>Through enquiries with relevant personnel, we note that requests for connection were issued to Western Power within the prescribed timeframes.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
144	Electricity Industry Act, section 82	Code of Conduct, 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.	5	<p>Through enquiries with the RBU and T&amp;T teams and review of New Connection Moving In document, we noted that when a new request is received the New Connection Service Order is triggered via SAP CRM and sent automatically to Western Power within prescribed timeframes of clause 3.1(2).</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 47 breaches for new connections that were not sent by midnight the same day if the customer called before 3pm, or by 3pm the following business day if the customer called after 3pm resulting in delayed new connection completion. On two occasions the agent did not follow the move in guided process sequence resulting in the automated reconnection service notification to WP failing to generate. On one occasion an agent failed to action the customer's request to establish a new connection without further information from the customer. On 16 occasions the agent entered an incorrect supply address or premises type when establishing a new connection causing the connection request to fail. On one occasion the agent selected an incorrect retail tariff, which led to the new connection request failing to be sent to Western Power and on one occasion the customer requested a new account, the declaration was read and accepted, however no account was established in SAP CRM. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>reviewed. Management confirmed this was completed by the 18<sup>th</sup> of May 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
145	Electricity Industry Act, section 82	Code of Conduct, clause 4.1	A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.	3	<p>Through enquiries with the RBU Essentials Lead, Customer Success, supplemented with walkthroughs and examination of the Unbilled Standard Operating Procedure and the Implausible Re-bill Guide, we noted that Synergy's SAP ISU system is automatically configured to bill customers within the required time frames specified by the obligation. Where the system is unable to automatically invoice the customer, the RBU team generates a daily report identifying any customers who are pending billing past the automated date. This allows Synergy to identify and prevent customers being billed late. Additionally, agents have the ability to place a bill block on the customer's account with several different reason codes. This block is placed in SAP CRM and replicated across to SAP ISU. This function is utilised in certain circumstances to ensure Synergy meet its obligation to issue a bill no more than once a month.</p> <p>Synergy advises it issues more than 5.5 million bills per year. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 10,266 breaches, where bills were issued for a period greater than 63 business days. 1,248 breaches were a result of billing exceptions, printing issues, inconsistent meter reading types and agents not following the relevant account establishment and closure procedures. One breach was a result of a new transaction being introduced for urgent reconnection charges, however the Print Work Bench (PWB) configuration wasn't updated to consider this line item, and as a result, customer bills which included this charge were not printed or dispatched. 9,016 breaches in 2020/21 were due to Synergy's fault, error or omission.</p> <p>One breach was a result of an agent following an incorrect reverse move in/move out process.</p>	See recommendation 2/2021.	B	3



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>The actions for 2020/2021 were to provide agents with feedback, followed by targeted coaching relating to the breach, reallocation of contact centre staff to billing, establishment of a billing acceleration squad, enhanced billing predictive and reporting capability. Additionally, further actions for 2020/2021 are currently being developed as a work program for the Financial Year 2022 with a 12-month forward view with details noted as a recommendation in this report.</p> <p>Based on enquiries, document examination, and walkthroughs, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
154	Electricity Industry Act, section 82	Code of Conduct, clause 4.4	A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	2	<p>Through enquiries with the RBU Essentials Lead, Customer Success, supplemented with walkthroughs and review of relevant KANA documentation, including Step 9 Mailing address and Contact details and Step 4 Updating the Mailing Address, we noted that Synergy has processes in place to ensure a bill is issued to a customer at their nominated address. When a customer contacts Synergy to advise of a change in contact details – including updating a nominated address – agents are required to update the address at the Business Partner (BP) level and then the assigned Business Agreement (BA) level. If the BA mailing address is different to the premise address, a system generated prompt will pop up for the agent to confirm the correct mailing address. When a bill is to be issued, a daily batch file is created to send customer billing information to Synergy's mailing vendor – who import the files into a validated template and issue them to the customer's nominated address.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 227 breaches, bills were not issued to the address nominated by the customer. The breaches were as a result of the agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by</p>	See recommendation 3/2021.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>the 6<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing conducted over customer bills issued noted that the customers were issued bills to their nominated address.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
155	Electricity Industry Act, section 82	Code of Conduct, clause 4.5(1)	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	2	<p>Through enquiries with the T&amp;T Compliance Analyst supplemented with walkthroughs and review of relevant documentation, we noted that Synergy has procedures in place to ensure that the minimum prescribed information is included on a customer's bill. SAP ISU is configured to include prescribed information on the customer's bill. Additionally, Synergy utilises a billing template, which is provided to Synergy's mailing vendor that contains the minimum prescribed information.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2,017 breaches, where the customer's bill did not contain one of the particulars outlined in subclause 4.5(1) ) due to agent error and delays in network operator energy data provision resulting in concession credit backlog. In 2020/2021 the bulk of these related to 4.5(1)(k) (Concessions) – Synergy advised it applied 1,048,575 concessions in 2020/2021. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all the action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing of bills noted that the bill template contained all the particulars applicable under subclause 4.5(1).</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during</p>	See recommendation 4/2021.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					the audit period, resulting in a moderate impact on customers or third parties.			
156	Electricity Industry Act, section 82	Code of Conduct, clause 4.5(3)	If a retailer identifies and wishes to bill a customer for a 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.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of the relevant documentation, we noted that when commencing the move-in process, agents will attempt to identify whether the customer has any previous accounts with historical debts. Once identified, provided the debt is less than a specified period, the debt would be transferred to the new account and a debt transfer letter will be automatically generated via SAP ISU and sent to the customers nominated address, advising them of the amount and basis of the historical debt prior to their next bill.</p> <p>In its 2019/2020 compliance report submitted to the ERA, Synergy self-reported 4,251 breaches where the customer was not advised of the basis of their historical debt before, with or on their next bill. These breaches resulted from agent error and an issue relating to the redesign of bills whereby the incorrect value was input for the transferred amount on the customer debt transfer letter. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2
157	Electricity Industry Act, section 82	Code of Conduct, clause 4.6	<p>Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> <li>the distributor's or metering agent's reading of the meter at the customer's supply address;</li> <li>the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or</li> <li>if the connection point is a Type 7 connection point, the procedure is set out in the metrology</li> </ul>	5	<p>Through enquiries with the RBU team and review of the Billing Services Business Rules, we noted that SAP ISU will generate billing information based on estimated or actual meter readings provided by Western Power. These readings, coupled with billing information, will be sent in a manual batch file to Synergy's mailing vendor, who will import the file into the Synergy billing template and issue the bills to the customer's nominated address.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy based customers' bills on actual or estimated metering data as per clause 4.6 of the Code of Conduct.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			procedure or Metering Code, or as set out in any applicable law.		improvement needed, and Synergy has complied with the obligation during the audit period.			
158	Electricity Industry Act, section 82	Code of Conduct, clause 4.7	Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that the meter reading data is obtained as frequently as required to prepare its bills.	5	<p>Through enquiries with the RBU team and review of the Unbilled standard operating procedure, we determined that Synergy would use best endeavours to obtain metering data as frequently as required to prepare bills. Under clause 5.4 of the Metering Code, Western Power is required to perform an actual meter reading on an annual basis. Should this not be performed, SAP ISU will insert a bill message on the fifth estimated read to prompt customers to arrange access to the meter to obtain a meter reading. Additionally, on a daily basis, an Unbilled Report is manually generated to identify those accounts which have not been billed for more than 76 days, which may include those customers with missed readings.</p> <p>Enquiries with the RBU team noted metering data was obtained as frequently as required to prepare bills during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
159	Electricity Industry Act, section 82	Code of Conduct, clause 4.8(1)	If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted that Synergy does not perform bill estimations, and instead receives substitution readings from Western Power. We noted that it is SAP ISU's default configuration to bill customers on estimated or actual meter readings supplied by Western Power.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy provided customers estimated bills where they were unable to base a bill on a meter reading.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
160	Electricity Industry Act, section 82	Code of Conduct, clause 4.8(2)	In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).	5	Through enquiries with the RBU Electricity Billing team and document examination, we noted that if more than 10% of a bill's meter reading is taken from substituted profile values then SAP ISU is configured to automatically state this on the bill. The bill also contains the following:	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>A white usage bar, indicating that the usage is estimated;</li> <li>A disclaimer under the usage bar stating that the bill has been estimated;</li> <li>Depending on the type of bill there may be a disclaimer under the "current meter reading" section;</li> <li>A website link that will provide a customer with possible reasons for estimation; and</li> <li>A contact number for information which states that a customer can request information about how or why the bill was estimated and a meter read. Meter read is a generic term used by Synergy (for ease of customer understanding/customer experience) to request WP to verify and if necessary provide energy data. This energy data request can take the form of an MDV (meter data verification) validated or substituted data, a special meter read or even a customer read (replacement energy data). Synergy's standard practice is to request Western Power in the first instance to provide a MDV when a customer queries an estimated bill as this service is provided to the customer at no cost, whereas a meter read requested by the customer can incur a fee.</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
161	Electricity Industry Act, section 82	Code of Conduct, clause 4.8(3)	On request, a retailer must inform a customer of the basis and the reason for the estimation.	5	Through enquiries with the RBU Electricity Billing team and examination of relevant documentation, we noted that Synergy places a website link on customer bills, providing a list of common reasons for bill estimation on its website. The bill also contains contact information for the customer with respect to enquiries regarding bill estimation. Additionally, when a customer contacts a Synergy agent, the agent can view the reason the reading was estimated and is able to relay this information back to the customer. The customer is entitled to request a meter reading as	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>well as a verification of the energy data used to generate the bill.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy provided customers with a basis and reason for estimation upon request.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
162	Electricity Industry Act, section 82	Code of Conduct, clause 4.9	In accordance with clause 4.19, 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.	4	<p>Through enquiries with the RBU team and examination of the relevant documentation we determined that Synergy would issue customers an attached adjustment letter if an estimated bill is sent out and the meter is subsequently read. Under the Business Process Exception Management (BPEM) standard operating procedure, a system notification known as an MR16 BPEM generates when replacement meter readings have been received for a period which has been billed. Once this notification is flagged, SAP ISU is configured to automatically rebill customers with an adjusted amount.</p> <p>Enquiries with the RBU team noted that during the audit period, customers were rebilled with a reflected adjustment if the customer received an estimated bill and the meter was subsequently read.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
163	Electricity Industry Act, section 82	Code of Conduct, clause 4.10	If a customer satisfies the requirements specified in subclause 4.10, a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	<p>Through enquires with the RBU Electricity Billing team and examination of relevant documentation, we noted that If a customer requests an estimated bill to be replaced by a bill with an actual meter reading the following process will be followed:</p> <ul style="list-style-type: none"> <li>The agent will check the reason for the estimated bill and inform the customer of this reason so they may remedy it;</li> <li>The customer will then have the choice between a meter data verification (MDV) or an on-site Check Reading;</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>The on-site Check Reading will incur a fee for the customer unless the meter reading is incorrect in which case the fee will then be waived.</li> </ul> <p>SAP ISU is configured to subsequently rebill customers with an adjustment letter.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
164	Electricity Industry Act, section 82	Code of Conduct, 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.	4	<p>Through enquiries with the Electricity Billing team and examination of relevant documentation, we noted that Synergy will request for Western Power, via SAP CRM, to test a customer's meter if requested by the customer. If a customer calls Synergy to request a meter test, the agent will advise the customer of the process and that they will incur a fee for the test on their next bill, provided the meter is not faulty. The agent will then submit a Meter Test Service Notification to Western Power via SAP CRM.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
165	Electricity Industry Act, section 82	Code of Conduct, 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.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of relevant documentation, we determined that when a customer requests a meter test, the agent will obtain the customer's consent to have the meter tested with the cost being reflected on their next bill. The fee is not raised by Synergy and not incurred by the customer until the result of the test has been received from Western Power, which the customer will be notified of via letter. No fee is raised if a meter is found to be defective.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
166	Electricity Industry Act, section 82	Code of Conduct, 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	4	Through enquiries with the RBU team and review of relevant documentation, we noted that should a customer contact Synergy and request a change in tariff, the agent	N/A as non-compliance was self-reported and	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			conditions of eligibility, a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.		<p>will confirm their eligibility and manually process the change through SAP CRM. Should the customer request a change through the Synergy website, a task will be automatically created through SAP CRM, switching the customer to the new tariff once all eligibility criteria have been met. These changes are made instantly once processed, ensuring Synergy completes the tasks within the ten-business day timeframe.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches, where customer requests to change to an alternative tariff was not completed within ten business days. The breaches were a result of agent error. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	resolved during the audit period.		
167	Electricity Industry Act, section 82	Code of Conduct, clause 4.13	If a customer's electricity 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.	5	<p>Through enquiries with the RBU team and review of the relevant Standard Operating Procedure, we noted that Synergy will conduct an annual review of customer accounts and identify those customers who need to change tariffs based on their eligibility criteria. This information will be processed through SAP CRM via a mass change program. The system will flag those accounts which were unsuccessful or had exceptions. Once this change has been processed, SAP ISU will automatically issue a letter to the customer to notify them of the tariff change and reason for change.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy notified customers in writing of a change to their tariff.</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
168	Electricity Industry Act, section 82	Code of Conduct, 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.	4	<p>Through enquiries with the RBU Electricity Billing team and review of Move out Guided Process Landing Page, we noted that Synergy has procedures in place to process a final bill for the customer in line with their request through the following activities:</p> <ul style="list-style-type: none"> <li>• A customer will contact Synergy requesting a move out and final bill;</li> <li>• The agent will guide the customer through this process which includes updating mailing address for the final bill and advising of a move out date;</li> <li>• The agent will request a final meter reading in SAP CRM which automatically triggers SAP ISU to send a service notification to Western Power for a final meter reading;</li> <li>• Through the use of AMI meters Synergy is able to obtain, from Western Power, a final meter reading on midnight of the day the customer advises they are moving out;</li> <li>• Should the customer have a non-AMI meter Western Power will use best endeavours to obtain a reading on the move out date; and</li> <li>• When a final meter reading has been received SAP ISU will automatically bill the customer for the consumption up until that point.</li> </ul> <p>Enquiries with the Electricity Billing team noted customers had requested a final bill during the audit period which was issued to the customer's supply address as requested with no breaches reported.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
169	Electricity Industry Act, section 82	Code of Conduct, clause 4.14(1)	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	5	<p>Through enquiries with the RBU team and examination of relevant documentation, we noted that if a customer's account is in credit when the final invoice is issued a message is displayed on the invoice to advise the customer to call Synergy to make arrangements for the credit. Once instructions are received, the agent will either refund the amounts to the customers nominated bank account. If no instructions are received and the customer has established a new account, the credit from the closed account will be transferred to a new account through SAP ISU. On a daily basis, batch processes are run to ensure funds are processed within 12 business days as per the prescribed timeframe.</p> <p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a customer whose account was in credit at the time of the account closure, was not asked for instructions on the transfer of credit. The breach was a result of the final bill being issued as a periodic bill which meant the standard contact script requesting the customer for credit instructions did not apply. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 22<sup>nd</sup> of January 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers.</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2
170	Electricity Industry Act, section 82	Code of Conduct, clause 4.14(3)	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	4	<p>Through enquiries with the RBU team and examination of relevant documentation, we noted that if a customer's account is in credit at the time of closure, and they have a debt on another account with Synergy and a customer owes a debt to Synergy at the time of account closure, Synergy will transfer the credit to the account with a debt and this will be displayed on the customer's final bill. Should a credit still remain, the final bill will detail instructions for requesting a refund of the remaining credit. On a daily basis, batch processes are run to ensure</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>funds are processed within 12 business days as per the prescribed timeframe.</p> <p>Enquiries with the RBU team noted that during the audit period, customers were informed of a credit being used to offset a debt, and where applicable, contacted to provide instructions for processing any remaining credit to be transferred to another account or bank account held by the customer.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
171	Electricity Industry Act, section 82	Code of Conduct, clause 4.15	<p>A retailer must review a customer's bill on request by the customer, subject to the customer paying:</p> <ul style="list-style-type: none"> <li>that portion of the bill under review that the customer and a retailer agree is not in dispute; or</li> <li>an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute); and</li> <li>any future bills that are properly due.</li> </ul>	4	<p>Through enquiries with the RBU Electricity Billing team and examination of the High Accounts Residential Customers Landing Page, we noted that bill reviews are undertaken by Synergy. The process is conducted over the phone, with Synergy conducting a bill review immediately. As part of the process Synergy encourages a disputing customer to pay whichever is less out of the portion of the bill that is not under dispute or the average amount of the customer's bills over the last 12 months.</p> <p>Enquiries with the Electricity Billing team noted that Synergy had conducted bill reviews when requested by the customer and reported no breaches of this obligation during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
172	Electricity Industry Act, section 82	Code of Conduct, clause 4.16(1)(a)	<p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount. The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p>	4	<p>Through enquiries with the RBU Electricity Billing team and review of the Bill Review Actual Reads document, we noted that when a customer continues to dispute their bill after a review, they will be advised by an agent that they may request a meter check read. A check read service notification will then be sent to Western Power. The agent will also ask if the customer wishes to raise a complaint and if they do, they will be forwarded to the Complaints team. Additional information with regards to the internal and external complaints process (i.e. the Electricity Ombudsman) is available on Synergy's website.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Enquiries with the Electricity Billing team noted that during the audit period customers were advised of their right to have a meter test as well as the existence of the complaints process.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
173	Electricity Industry Act, section 82	Code of Conduct, clause 4.16(1)(b)	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	4	<p>Through enquiries with the RBU team, we noted Synergy has procedures in place to adjust a customer's bill if a bill review finds that a bill is incorrect. Should a bill be incorrect, and a subsequent adjustment owing to the customer needs to be made, Synergy will apply this credit amount directly to the customer's account through SAP CRM, automatically processing the credit through SAP ISU. Customers may request to obtain a refund for the credit amount via EFT. When a request for refund is made, agents are trained to process EFT refunds within twelve business days of receiving the instructions.</p> <p>If it is determined that the bill relates to an amount undercharged, the amount will be limited to no more than the amount undercharged in the twelve months prior to the date on which the retailer notified the customer that undercharging occurred; and Synergy will notify the customer of the amount to be recovered together with an explanation of that amount.</p> <p>A letter attached to the corrected bill will offer the following:</p> <ul style="list-style-type: none"> <li>• Time to pay the bill through an instalment plan covering at least the period over which the undercharging occurred;</li> <li>• The amount shall not earn interest, unless the customer does not pay by the due date and has not entered into an instalment plan;</li> </ul> <p>Enquiries with the RBU team noted that during the audit period, customers were informed of any overcharges or undercharges, and the subsequent adjustment was processed in line with the prescribed timeframes.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
174	Electricity Industry Act, section 82	Code of Conduct, clause 4.16(2)	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	5	<p>Through enquiries with the RBU Electricity Billing team and examination of Rebill Letters and Billing Services Business Rules, we noted that Synergy has processes in place to ensure customers are informed of the outcome of the review as soon as practicable. The Customer will be informed of the outcome of their review through:</p> <ul style="list-style-type: none"> <li>• A check read letter which is automatically issued when a meter data notification is received from Western Power with regards to a completed check read service notification; and</li> <li>• An adjustment letter advising of the adjustment.</li> </ul> <p>Enquiries with the Electricity Billing team noted that customers were informed of the outcome of their bill review as soon as practicable.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
175	Electricity Industry Act, section 82	Code of Conduct, clause 4.16(3)	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable.	5	<p>Through enquiries with the RBU team and examination of Rebill Letters and Billing Services Business Rules, we noted that Synergy has processes in place to ensure customers are informed of the outcome of the review as soon as practicable. The Customer will be informed of the outcome of their review through:</p> <ul style="list-style-type: none"> <li>• A check read letter which is automatically issued when a meter data notification is received from Western Power with regards to a completed check read service notification; and</li> <li>• An adjustment letter advising of the adjustment.</li> </ul> <p>Should a review be ongoing past 20 business days, Synergy will notify the customer via their preferred communication method of the ongoing review.</p> <p>Enquiries with the RBU team noted that customers were informed of the outcome of their bill review as soon as practicable.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
176	Electricity Industry Act, section 82	Code of Conduct, 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), a retailer must do so in the manner specified.	5	<p>Through enquiries with the RBU Electricity Billing team and review of relevant documentation, we noted that controls are in place for Synergy to recover undercharged amounts from customers in the manner specified under clause 4.17(2). Synergy has a policy that reflects the regulatory requirement to not backdate billing for a period greater than 12 months. SAP ISU will automatically rebill customers in accordance with the obligation if an undercharge is discovered. If a bill is over 365 days, a request will be raised to be reviewed by an agent to correct or send a new bill. Along with the rebilled invoice, an adjustment letter will be attached, notifying the customer of the adjustment, and advising them to contact Synergy if they require more time to pay.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 16 breaches where customers were billed for undercharges in excess of 12 months. On 2 occasions the breaches occurred when an agent was completing a backdated move in and opened an account for a date more than 365 days prior. On 7 occasions when completing a billing correction process the agent re-billed the account for a date more than 365 days prior. Through enquiries with the RBU Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 8<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	See recommendation 5/2021.	B	2
176A	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Code of Conduct, clause 4.17(3)	A retailer may charge a customer interest on the undercharged amount or require the customer to pay a late fee, if the conditions in clause 4.17(3) are met. [DELETED ON 8 JUNE 2020]	5	Through enquiries with the RBU Electricity Billing team and review of a Payment Arrangement Dashboard, we noted that for part of the audit period, Synergy charged late payment fees to customers who had not paid their account on time. SAP ISU is configured to automatically raise Late Payment Fees and charges in line with their obligations. Additionally, SAP CRM has a tool that allows a Promise to Pay (P2P) to be placed on a customer's	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>account, blocking any further late payment fees being charged.</p> <p>Through enquiries with the Electricity Billing team we noted that for the part of the audit period this obligation was applicable, and Synergy applied late fees to customer's bills who had failed to pay by the due date.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
177	Electricity Industry Act, section 82	Code of Conduct, clause 4.18(2)	<p>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:</p> <ul style="list-style-type: none"> <li>use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and</li> <li>subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions for the credit or repayment of the amount.</li> </ul>	5	<p>Through enquiries with the RBU Electricity Billing team, and examination of rebill letters and the Overcharge rebill SOP, we determined that should a customer be overcharged for any reason, Synergy will:</p> <ul style="list-style-type: none"> <li>Issue a letter advising of the credit being carried forward to the next Synergy invoice with instructions to contact Synergy if they would require another form of refund;</li> <li>If the overcharge is less than \$100 the customer will be notified by an adjustment letter attached to next bill; and</li> <li>If the overcharge is more than \$100 the customer will be notified by the letter within 10 business days.</li> </ul> <p>During the audit period there were instances where customers were overcharged on bills however, Synergy notified the customers of these overcharges within the timeframes necessary asking for instruction with regards to refund and reported no breaches.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
178	Electricity Industry Act, section 82	Code of Conduct, clause 4.18(3)	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of relevant documentation, we determined that Synergy has offered multiple methods for refunds to the customer including:</p> <ul style="list-style-type: none"> <li>EFT</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>Cheque</li> <li>Credit Card</li> <li>Offsetting the credit on the next bill</li> </ul> <p>Synergy's internal Refund Types and Business Rules procedure provides a process for agents to refund the customer within 12 business days depending on their refund selection.</p> <p>During the audit period Synergy carried out refunds to customers who had been overcharged on their bill but reported no breaches of this obligation.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
179	Electricity Industry Act, section 82	Code of Conduct, clause 4.18(4)	If instructions regarding repayment of an overcharged bill are not received within 5 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to a customer's account.	5	<p>Through enquires with the RBU Electricity Billing team and examination of Rebill Letters, we noted that if Synergy does not receive instructions from the customer with regards to a refund, they will credit the amount overcharged to the customer's account which will reflect on the next bill. Customers are advised on the rebill letters that they will be credited the amount on their next bill. Additionally, SAP ISU is configured to automatically transfer credits from an inactive contract account to an active contract account.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period overcharges did occur, although customers were credited the overcharged amount within five business days.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
180	Electricity Industry Act, section 82	Code of Conduct, clause 4.18(6)	Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	5	<p>Through enquires with the RBU Electricity Billing team and examination of Rebill Letters, we noted that if the amount owed to the customer is due to an overcharge and is less than \$100, Synergy will credit the amount overcharged to the customer's account, reflecting on their next bill. The customer will be notified of this by an adjustment letter attached to their next bill which states the credit will</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>reflect on their bill unless they receive instructions otherwise, with contact details listed should they wish to discuss this further with Synergy.</p> <p>Enquiries with the Electricity Billing team noted that customers will be notified of an overcharge on their next bill along and reported no breaches of this obligation during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
181	Electricity Industry Act, section 82	Code of Conduct, clause 4.18(7)	A retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer, provided that the customer is not a residential customer experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with the amount of credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of Rebill Letters and the Overcharge Rebill procedure, we noted that should a customer be overcharged for any reason, SAP CRM will automatically adjust a customer account if there is an existing debt on the account and the customer has not paid the overcharged invoice. Synergy will:</p> <ul style="list-style-type: none"> <li>• Use the credit and issue a letter advising of the credit being carried forward to the next Synergy invoice with instructions to contact Synergy if they would require another form of refund;</li> <li>• Should the overcharge be less than \$100 the customer will be notified by an adjustment letter attached to next bill; and</li> <li>• Should the overcharge be more than \$100 the customer will be notified by the letter within 10 business days.</li> </ul> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy used an amount overcharged to set off a debt owed to the retailer, providing that the customer is not a residential customer experiencing payment difficulties or financial hardship</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
182	Electricity Industry Act, section 82	Code of Conduct, 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 a customer, the retailer must comply with the requirements specified in subclause 4.19(1).	4	<p>Through enquiries with the RBU Electricity Billing team and review of the Billing Services Business Rules and relevant operating procedures, we noted that Synergy has various procedures in place to recover an outstanding amount, by doing the following:</p> <ul style="list-style-type: none"> <li>• Limit the recovery period to 365 days prior to the date the meter was read;</li> <li>• Notify the customer of the adjustment made to the bill by attaching an adjustment letter to their next bill which includes contact details for discussions regarding payment arrangements; and</li> <li>• Removing the late payment fee for the rebilled invoice.</li> </ul> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy recovered an amount of an adjustment in line with 4.19(1) of the Code of Conduct. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
183	Electricity Industry Act, section 82	Code of Conduct, clause 4.19(2)	<p>If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must:</p> <ul style="list-style-type: none"> <li>• use its best endeavours to inform the customer within 10 business days; and</li> <li>• subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount.</li> </ul>	4	<p>Through enquiries with the RBU Electricity Billing team and examination of Rebill Letters and relevant operating procedures, we noted that if a meter read results in an overcharge, Synergy will notify customers within ten business days via their preferred communication method. Rebill Letters will state the amount owing to the customer will be credited on the next bill, with the option to change the payment method if they contact Synergy directly.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy contacted customers within ten business days and provided various payment options should an amount overcharged be owed to the customer. Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
184	Electricity Industry Act, section 82	Code of Conduct, clause 4.19(3)	If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of relevant documentation, we determined that Synergy has adequate controls in place to refund customers within 12 business days of receiving instruction. Synergy offers multiple methods of refund to the customer including:</p> <ul style="list-style-type: none"> <li>• EFT</li> <li>• Cheque</li> <li>• Credit Card</li> <li>• Offsetting the credit on the next bill</li> </ul> <p>Synergy's internal Refund Types and Business Rules procedure provides guidance for agents to refund the customer within 12 business days. Refunds are listed and monitored as part of a Daily Batch Report, with any errors followed up and rectified.</p> <p>Enquiries with the Electricity Billing Team noted customers were refunded within 12 business days of receiving instruction, via their preferred refund method.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
185	Electricity Industry Act, section 82	Code of Conduct, clause 4.19(4)	If a retailer does not receive instructions under subclause 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.	4	<p>Through enquires with the RBU Electricity Billing team and examination of Rebill Letters, we noted that if Synergy does not receive instructions from the customer with regards to a refund, they will credit the amount overcharged to the customer's account which is reflected on the next bill. Customers are advised on the Rebill Letters, that they will be credited the amount on their next bill. SAP ISU is configured to automatically transfer credits from an inactive contract account to an active or inactive contract account and from an active contract account to another active or new contract account.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy credited overcharged amounts to a customer if they did not receive instructions from the customer within five business days.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
186	Electricity Industry Act, section 82	Code of Conduct, clause 4.19(7)	A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5).	4	<p>Through enquires with the RBU Electricity Billing team and examination of Rebill Letters, we noted that if there is an amount owed to a customer due to an adjustment, Synergy will credit the amount overcharged to the customer's account, reflecting this on the next bill. The customer will be notified of this through an adjustment letter attached to their next bill which states the credit will reflect on their bill unless they receive instructions otherwise. Additionally, contact details for refunds are on the bill. If the customer has been assessed as in financial hardship there will be a dunning lock placed on their account which will prevent any collections activity.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy notified customers in writing if they used an amount overcharged to offset a debt owed, providing they were not in financial hardship or experiencing payment difficulties.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
187	Electricity Industry Act, section 82	Code of Conduct, clause 5.1	The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.	4	<p>Through enquires with the RBU Electricity Billing team and review of a sample bill, we noted that Synergy's SAP ISU is currently configured to provide customers with a due date of 13 business days from the dispatch date (14 business days from the invoice posting date).</p> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where payment due dates on a bill did not provide a due date of at least 12 business days from the date of dispatch of the bill. The breach was as a result of Synergy's mailing vendor experiencing an unplanned system outage in July 2019. Prior to this the occurrence was not identified by Synergy, its customers or independent auditors. The incident occurred due to a misinterpretation of the small use code's requirements. Synergy incorrectly included the date of dispatch in the calculation of the 12 business days when determining the due date for payment and not 12</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>business days <i>from</i> the dispatch of the bill (required based on the application of the Interpretation Act 1984). Synergy self-reported 1 more breach where due dates on a collective bill did not provide a due date of at least 12 business days from the dispatch date of the bill. A collective bill is a bill which relates to a single site with multiple meters or multiple sites with multiple meters. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
188	Electricity Industry Act, section 82	Code of Conduct, clause 5.2	Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2.	5	<p>Through enquiries with the RBU Electricity Billing team and examination of a sample bill, we noted that Synergy issues a billing template to Synergy's mailing vendor to use for standard bills with the following information included:</p> <ul style="list-style-type: none"> <li>• Direct debit;</li> <li>• Credit/Debit card (online or phone);</li> <li>• Post BillPay;</li> <li>• BPAY/BPAY;</li> <li>• Centrepay; and</li> <li>• Mail.</li> </ul> <p>A sample bill was obtained, and it was noted that during the audit period, the Synergy bills contained the payment information as per clause 5.2 of the Code of Conduct.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
189	Electricity Industry Act, section 82	Code of Conduct, clause 5.3	Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	5	<p>Through enquires with the RBU Electricity Billing team and examination of the Automatic Direct Debit Confirmation, Direct Debit with Instalments - Functional Design, we noted that customers who wish to apply for a direct debit facility may do so online or by phone. When setting up a direct debit over the phone, an agent will follow a script and require the customer to give their verifiable consent</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>and provide a date for when they wish to commence the service, as well as the frequency of payments. A customer may also enter into a direct debit arrangement online where they will give their consent through a mandatory check-box function, confirming the customer has read the available Terms and Conditions (T&amp;Cs), and consents to setup a direct debit facility on the nominated commencement date and payment frequency.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where the customer did not provide their verifiable consent prior to arranging a direct debit facility. The breach was as a result of the agent failing to obtain verifiable consent from the customer to set up the facility. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Management confirmed this was completed by the 27<sup>th</sup> of May 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
190	Electricity Industry Act, section 82	Code of Conduct, clause 5.4	Upon request, a retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. Subject to clause 6.9, and unless otherwise agreed with a customer, the minimum amount for an advance payment that a retailer will accept is \$20.	5	<p>Through enquiries with the RBU Electricity Billing team and examination of Synergy's website, we noted that Synergy will accept payments in advance from a customer. Customers can pay bills in advance online by entering the payment number on their invoice and the amount they wish to pay. Should the customer wish to pay more than their bill amount, this will be taken as an advance payment on their next bill. Customers may also setup a direct debit with a minimum amount of \$20 accepted.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, customers were able to make advance payments on bills.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, and Synergy has complied with the obligation during the audit period.			
191	Electricity Industry Act, section 82	Code of Conduct, clause 5.5	If, due to illness or absence, a residential customer is unable to pay by way of the methods described in clause 5.2, a retailer must offer to redirect the customer's bill to a third person at no charge.	4	<p>Through enquiries with the RBU Electricity Billing team and review of the Updating the Mailing Address procedure, we noted that a customer can have their bill redirected to a third person at no charge. The redirection may be requested over the phone with a Synergy agent directly, or it may be done through the MyAccount function on Synergy's website.</p> <p>Enquires with the Electricity Billing team noted that during the audit period, customers were able to have their bill redirected to a third person at no charge.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
192	Electricity Industry Act, section 82	Code of Conduct, clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).	5	<p>Through enquiries with the RBU Electricity Billing team and relevant documentation, we noted that Synergy's SAP system is configured with the following system controls to prevent late payment fees from being charged to customers:</p> <ul style="list-style-type: none"> <li>• If there is an active complaint or concession associated with the account, the system will automatically prevent a late payment fee being charged to the account.</li> <li>• If a customer is currently on an instalment plan or Promise to Pay (P2P) arrangement, a dunning lock will be placed on the account, preventing late payment fees being charged.</li> <li>• If a customer is assessed as experiencing financial hardship, a dunning lock is placed on the account either automatically (if using the financial hardship assessment tool) or manually, preventing late payment fees being charged. If a lock is placed on an account, but late payment fees have been charged, the agent will manually waive the late payment fee.</li> </ul> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where customers were incorrectly charged late payment fees whilst an</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>active complaint relating to their current bill was still in progress. The breach was a result of the SAP CRM was not configured to accommodate the scenario where an existing dunning lock (a temporary suspension of collection actions) is already in place prior to a complaint being raised. Therefore, the system was not configured to amend or overwrite the existing dunning lock's expiry date to ensure it remained in place for the duration of a complaint. This resulted in the dunning lock expiring prior to the resolution of the customer complaints. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p> <p>Sample testing of residential customers in financial hardship during the audit period noted in one instance, the customer did not have their late payment fees waived by Synergy. It was noted by the Team Leader Financial Hardship that this was the result of agents not following the required documented process. However, the late payment fee was charged prior to the customer being assessed as in financial hardship, therefore it does not constitute a non-compliance.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
193	Electricity Industry Act, section 82	Code of Conduct, clause 5.6(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 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.	5	<p>Through enquiries with the RBU Electricity Billing team and review of the Miscellaneous Credits Guideline, we noted that agents can manually process a refund through SAP CRM, which translates to SAP ISU and reflects on the customer's next bill. The Miscellaneous Credits Guideline outlines the process by which the refund can be processed and applied to the customers next bill.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy provided refunds for late payment fees charged to customers where they were unaware of a complaint.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, and Synergy has complied with the obligation during the audit period.			
194	Electricity Industry Act, section 82	Code of Conduct, clause 5.6(3)	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.	5	<p>Through enquiries with the RBU Electricity Billing team and review of relevant documentation, we noted that customers will only be charged one late payment fee per bill. SAP ISU is configured to only charge one late payment fee per bill.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy did not charge customers more than one late payment fee in relation to the same bill within five business days from the date of receipt of the previous late payment fee notice.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
195	Electricity Industry Act, section 82	Code of Conduct, clause 5.6(4)	A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.	5	<p>Through enquiries with the RBU Electricity Billing team and review of relevant documentation, we noted that customers will only be charged one late payment fee per bill. SAP ISU is configured to only charge one late payment fee per bill. Synergy's billing cycle is set on a bi-monthly cycle, with a total of six bills issued to a customer in a 12-month cycle.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy did not charge customers more than one late payment fee in relation to the same bill or more than 12 late payment fees.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
196	Electricity Industry Act, section 82	Code of Conduct, 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 this customer's last bill prior to the assessment being made.	2	Through enquiries with the RBU Team Leader Financial Hardship and the RBU Essentials Lead, Customer Success, and review of relevant documentation, including the financial hardship procedures in KANA, we noted Synergy will waive a customer's late payment fee if the customer is assessed as being in financial hardship. Walkthroughs were performed, and we noted that when a dunning lock is placed on an account in SAP CRM, no further late payment fees will be charged. Should late	See recommendation 6/2021.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>payments fees already be on an account, the agent will manually waive the fees.</p> <p>Synergy advised it had 23,348 residential customers assessed as being in financial hardship as at 30 June 2021. In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported 23 breaches where late payment fees were not waived retrospectively, after customers were assessed as being in financial hardship. The breaches were as a result of agents not following the required documented process and did not waive the late payment fee in SAP CRM as required by the customer support process and Code of Conduct. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Sample testing of residential customers in financial hardship during the audit period noted in one instance, the customer did not have their late payment fees waived by Synergy. It was noted by the Team Leader Financial Hardship that this was the result of agents not following the required documented process.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
197	Electricity Industry Act, section 82	Code of Conduct, clause 5.7(1)	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).	5	<p>Through enquiries with the RBU Electricity Billing team and review of the Move Out procedures, we noted that Synergy does not charge customers for electricity consumed more than five days after the move out notice is received. Once a customer request for move out is received, the order will be processed in SAP CRM and replicated in SAP ISU, preventing any further billing after the move out date.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 100 breaches, where customers were charged for electricity they have not consumed after they had moved out of premises. On 43 occasions agents did not submit the request to close the account in SAP CRM. On three</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>occasions an agent entered an incorrect move out date in SAP CRM.</p> <p>On one occasion an agent incorrectly reinstated an account when processing a task. Another breach was a result of a system replication error between SAP CRM and SAP ISU. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 21<sup>st</sup> of June 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
198	Electricity Industry Act, section 82	Code of Conduct, 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 the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	5	<p>Through enquiries with the RBU Electricity Billing team and review of the Move Out Guided Process procedure, we noted that when a customer notifies Synergy that they have been evicted or otherwise required to vacate the premise they will not be charged for consumption of electricity past the date of notification. The agent will process the move out date in SAP CRM, which automatically replicates the order in SAP ISU, preventing further bills being raised for the electricity consumption at the address.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period customers had not been charged for consumption of electricity past the date of notification of eviction.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
199.	Electricity Industry Act, section 82	Code of Conduct, clause 5.7(4)	Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply	5	<p>Through enquiries with the RBU Electricity Billing team and examination of the Move Out procedures, we noted that when a move out is processed for a customer, a service notification is issued to Western Power requesting</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			address in the circumstances specified in subclause 5.7(4).		<p>a final reading. When the final reading is received, SAP ISU will issue a bill for consumption used prior to the move out date. Additionally, SAP CRM is configured to ensure there is only one contract active for a premises at any time, meaning that consumption will only be charged to the active contract holder. When a new contract is opened at a supply address with an existing active contract, it is assumed that the customer has failed to close their account and the previous account will be closed. Synergy's final bill to the premises requests a customer to contact Synergy if they have any queries in relation to that final bill.</p> <p>In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 2 breaches, where an existing customer was charged for consumption after a new contract was agreed to with a new customer for the supply address. On 1 occasion the agent did not establish the account in SAP CRM for the new customer causing the existing customer to continue to be billed at the premises and on the second occasion the agent did not submit the request to end the customers contract in SAP CRM. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 19<sup>th</sup> of June 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
200.	Electricity Industry Act, section 82	Code of Conduct, clause 5.8(1)	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 6.1(1) that they are experiencing payment difficulties or financial hardship, unless and until the retailer has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and while a residential customer continues to	4	Through enquiries with the RBU Electricity Billing team and review of the Collections Strategy, we noted that Synergy will not commence with collections on a customer who is assessed as being in financial hardship or currently engaged in a Promise to Pay (P2P) agreement. For any customer in those situations, a dunning lock is placed on their account via SAP CRM which replicates to SAP ISU, suspending all collections activities.	N/A	A	N/R

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			make payments under an alternative arrangement.		Enquires with the Electricity Billing team noted that during the audit period, no customers in financial hardship or with an active P2P were engaged in collection activities.  Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
201.	Electricity Industry Act, section 82	Code of Conduct, clause 5.8(2)	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	Through enquires with the RBU Electricity Billing team and review of the Synergy's collections process we noted that Synergy will only recover debts from the customer who holds the account. If a customer contacts Synergy to discuss an account, the agent will complete identification verification prior to proceeding with any discussions. Should Synergy seek to contact a customer via mail in regard to a debt owed, the notice will be issued with the customer's name and address as per the account.  In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported six breaches, where customers were asked to pay a debt incurred by another customer. The breaches were a result of agent error. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 10 <sup>th</sup> of May 2021.  Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.	N/A as non-compliance was self-reported and resolved during the audit period.	B	2
201A.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Code of Conduct, clause 5.8(3)	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer's verifiable consent to the transfer.	4	Through enquiries with the RBU team and review of the Debt Transfer standard operating procedure, we noted that upon request and receiving verifiable consent from the customer receiving the debt, Synergy can transfer a debt to from one customer to another. The debt will be transferred via SAP CRM, and reflected automatically in SAP ISU, allowing this information to be generated on a customer bill.	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where debt was transferred to another customer's account without their verifiable consent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
202.	Electricity Industry Act, section 82	Code of Conduct, clause 6.1(1)	If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days, refer that customer to a relevant consumer representative to make the assessment.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship and examination of relevant documents, we noted Synergy has the following processes in place for assessing whether a residential customer is experiencing payment difficulties or financial hardship within five business days:</p> <ul style="list-style-type: none"> <li>When a customer contacts Synergy via phone, and requests increased payment terms the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool.</li> <li>A dunning lock will be applied to the customer's account for 15 business days to suspend all credit activities while the assessment is being made. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</li> <li>A Promise to Pay (P2P) dashboard can be accessed for each customer, detailing their payment history, any extensions, arrangements or formal hardship activities. This allows the agent to make an accurate and timely assessment based on the customer's account history.</li> <li>The Financial Hardship Policy is publicly available and outlines key components of the Code of Conduct in relation to Financial Hardship and includes frequently asked questions for</li> </ul>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>customers on eligibility for payment difficulties or financial hardship.</p> <ul style="list-style-type: none"> <li>• A suite of Financial Hardship Training is offered to agents on induction and repeated if their line manager considers they should repeat the training. In addition, soft skills training is provided to improve the customer experience.</li> <li>• Should a customer qualify for the Hardship Utility Grant Scheme (HUGS), an application will be submitted on the customer's behalf via the Department of Communities (DoC) website. The financial hardship assessment will be completed within the 5 business days as stipulated in the Code.</li> </ul> <p>In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 84 breaches where customers were not assessed by Synergy for payment difficulty or financial hardship within five business days or were not referred to a relevant consumer representative to make the assessment within five business days. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 12<sup>th</sup> of May 2021.</p> <p>Sample testing of call recordings of residential customers experiencing payment difficulties or financial hardship during the audit period noted all assessments either occurred in the initial call made by the residential customer or within five business days if referred to the Financial Hardship team.</p>			

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.			
203.	Electricity Industry Act, section 82	Code of Conduct, clause 6.1(3)	When undertaking an assessment under subclause 6.1(1)(a), a retailer must give reasonable consideration to the information prescribed in subclause 6.1(3)(a), or advice prescribed in subclause 6.1(3)(b), unless a retailer adopts an assessment from a relevant consumer representative.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship and examination of relevant documents, including the Financial Hardship Policy, we noted that when a customer contacts Synergy via phone, and requests extended payment terms the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool. Additionally, agents receive soft skills training to identify triggers from the conversation and/or financial counsellor to offer the customer an assessment.</p> <p>A walkthrough was conducted of SAP CRM and it was noted the Financial Hardship Assessment Tool requires information to be given by the customer and retailer in relation to consumption data and payment history. Once completed by the retailer, interaction notes and a dunning lock will be automatically placed on the account with a timestamp of the assessment.</p> <p>Sample testing was conducted over pre-recorded calls and financial hardship assessment during the audit period, with the following noted:</p> <ul style="list-style-type: none"> <li>All customers were assessed within five business days, and none were referred to a relevant consumer representative to make the assessment; and</li> <li>Consideration was given to information given by the residential customer or held by the retailer.</li> </ul> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
204.	Electricity Industry Act, section 82	Code of Conduct, clause 6.1(4)	Upon request, a retailer must advise a residential customer of the details and	2	Through enquiries with the RBU Team Leader, Financial Hardship and examination of relevant documents, including the Financial Hardship Policy, we noted Synergy	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			outcome of an assessment carried out under subclause 6.1(1).		<p>has the following processes in place for assessing whether a residential customer is experiencing payment difficulties or financial hardship:</p> <ul style="list-style-type: none"> <li>• When a customer contacts Synergy via phone, and requests extended payment terms the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool. Once an assessment has been performed, the customer will be notified immediately of the outcome.</li> <li>• A P2P dashboard can be accessed for each customer, detailing their payment history, any extensions, arrangements, or formal hardship activities. This allows the agent to make an accurate and timely assessment based on the customer's account history.</li> <li>• A suite of Financial Hardship Training is offered to agents on induction and repeated if their line manager considers they should repeat the training. In addition, soft skills training is provided to improve the customer experience.</li> <li>• Should a customer qualify for the HUGS, an application will be submitted on the customer's behalf via the Department of Communities (DoC) website. The financial hardship assessment will be completed within the five business days as stipulated in the Code.</li> </ul> <p>Sample testing of call recordings of residential customers experiencing payment difficulties or financial hardship during the audit period noted all assessments either occurred in the initial call made by the residential customer or within five business days if referred to the Financial Hardship team.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
205.	Electricity Industry Act, section 82	Code of Conduct, clause 6.2(1)	If a residential customer is referred to a relevant consumer representative under subclause 6.1(1)(b), a retailer must grant a temporary suspension of actions for that customer.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of relevant documents, including the Financial Hardship Policy, we noted Synergy applies a dunning lock to a customer's account for 15 business days to suspend all credit activities while a financial hardship assessment is being made by a relevant consumer representative. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</p> <p>When the agent applies a dunning lock via SAP CRM, this information will replicate into SAP ISU and automatically suspend disconnection and collection activities on the customer's account.</p> <p>Sample testing of call recordings and review of residential customer accounts experiencing payment difficulties or financial hardship during the audit period noted all had dunning locks placed on the customer account at the time of assessment to allow a temporary suspension of actions for 15 business days, however, no customers had a dunning lock placed on their account while they were referred to a relevant consumer representative as this did not occur during the audit period.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
206.	Electricity Industry Act, section 82	Code of Conduct, clause 6.2(2)	A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of relevant documents, including the Financial Hardship Policy, we noted Synergy has the following processes in place for assessing whether a residential customer is experiencing payment difficulties or financial hardship:</p> <ul style="list-style-type: none"> <li>When a customer contacts Synergy via phone and requests extended payment terms, the agent will immediately conduct a financial hardship assessment within SAP CRM using the Financial Hardship Assessment Tool.</li> </ul>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>• A dunning lock will be applied to the customer's account for 15 business days to suspend all credit activities while the assessment is being made. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</li> <li>• A suite of Financial Hardship Training is offered to agents on induction and repeated if their line manager considers they should repeat the training. In addition, soft skills training is provided to improve the customer experience.</li> <li>• Should a customer qualify for the HUGS, an application will be submitted on the customer's behalf via the DoC website. The financial hardship assessment will be completed within the 5 business days as stipulated in the Code.</li> </ul> <p>System controls within SAP CRM ensure a dunning lock suspends all credit activities for 15 business days, regardless of it being placed manually or automatically on the account.</p> <p>In its 2020/2021 and 2019/2020 Compliance Reports submitted to the ERA, Synergy self-reported two breaches where customers did not have a temporary suspension of actions placed on their account. These breaches resulted from agent error and a failure to follow standard operating procedures. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p> <p>Sample testing of call recordings of residential customers experiencing payment difficulties or financial hardship during the audit period noted all but one customer had a temporary suspension of actions placed on their account, however, these customers were not referred to a relevant consumer representative nor demonstrated that they had an appointment with a relevant consumer representative. As the Code of Conduct requires a temporary suspension of actions to be placed on a customer's account under clause 6.2(2), should the customer request it, this has not constituted a non-compliance.</p>			

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.			
207.	Electricity Industry Act, section 82	Code of Conduct, clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	2	<p>Through enquiries with the RBU Essentials Lead, Customer Success and examination of relevant documents, including the Financial Hardship Policy, we noted Synergy will apply a dunning lock to a customer's account for 15 business days to suspend all credit activities while a financial hardship assessment is being made upon request by the residential customer, as per the related requirements of obligations of 206. This also allows the customer extra time to consider if the payment arrangement or extension is correct for their circumstances.</p> <p>Walkthroughs were conducted and the following was noted:</p> <ul style="list-style-type: none"> <li>When the agent applies a dunning lock via SAP CRM, this information will replicate into the SAP ISU and automatically suspend disconnection and collection activities on the customer's account for 15 business days.</li> <li>When the Financial Hardship Assessment tool is used to conduct a financial hardship assessment, a dunning lock is automatically placed on the customer's account. If a manual assessment is done, the agent needs to manually apply the dunning lock.</li> </ul> <p>The SAP system is configured to suspend all disconnection and collection activities for 15 business days when a dunning lock is placed on an account, - regardless of it being manually or automatically applied.</p> <p>Sample testing of call recordings and review of residential customer accounts experiencing payment difficulties or financial hardship during the audit period noted all but one sample had dunning locks placed on the customer account at the time of assessment to allow a temporary suspension of actions for 15 business days. Enquiries were held with the RBU Essentials Lead, Customer</p>	N/A	B	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Success – Residential, and it was noted the dunning lock was not placed on a customer account as a manual financial hardship assessment was conducted by the agent, resulting in a manual dunning lock needing to be placed on the account, which was not completed. As the Code of Conduct requires a temporary suspension of actions to be placed on a customer’s account under clause 6.2(2), should the customer request it, this has not constituted a non-compliance.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
208.	Electricity Industry Act, section 82	Code of Conduct, clause 6.2(4)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative to allow additional time to assess a residential customer’s capacity to pay.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and review of the Financial Hardship Policy, customers are given a 15-business day dunning lock for temporary suspension of actions for all account activities to allow for time to assess a residential customer’s capacity to pay. Should further time be required, the customer request will be issued to the Financial Hardship team for an extension. Generally, the customer will be granted another 15 business days providing they can cite a reasonable need for extension.</p> <p>A walkthrough was conducted, and it was noted that should a customer request additional time to pay a bill, the Financial Hardship team will place an additional dunning lock on the account, suspending all collections and disconnections activities for a further 15 business days.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>• Of the samples tested, all requests were given additional time to assess the customers’ capacity to pay by manually suppressing customers’ accounts for 15 business days.</li> <li>• As all assessments were made within the 15 business days, further extensions were not requested by the customers.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
209.	Electricity Industry Act, section 82	Code of Conduct, clause 6.3(1)(a)	If a residential customer is assessed as experiencing payment difficulties, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1) and advise the residential customer that additional assistance may be available if the prescribed circumstances apply.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy has a process in place to provide assistance to customers who are assessed as experiencing payment difficulties. An overview of the assistance provided to financial hardship and payment difficulties customers when applicable is outlined below:</p> <ul style="list-style-type: none"> <li>• Additional time to pay a bill through the application of a dunning lock. This will suspend all customer credit activities for 15 business days.</li> <li>• Advise customers that additional assistance may be available if the customer is unable to meet the conditions of the payment plan due to financial hardship.</li> <li>• Offer the option to enter a payment arrangement plan.</li> <li>• Payments in advance can be made at no additional cost to enable customers to receive a reduced bill.</li> </ul> <p>Customers are offered these options over the phone by the agents when they call about payment difficulties or financial hardship.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties and the following was noted:</p> <ul style="list-style-type: none"> <li>• Customers were offered the alternative payment arrangements referred to in subclause 6.4(1) and were advised that additional assistance may be available if the prescribed circumstances apply.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
210.	Electricity Industry Act, section 82	Code of Conduct, clause 6.3(1)(b)	If a residential customer is assessed as experiencing financial hardship, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1)(b) and assistance in accordance with clauses 6.6 to 6.9.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy and relevant procedures, we noted Synergy has a process in place to provide assistance to customers who are assessed as experiencing payment difficulties. An overview of the assistance provided to financial hardship customers when applicable is outlined below:</p> <ul style="list-style-type: none"> <li>• Consideration of a reduction in fees, charges and debt on request.</li> <li>• Consideration of revising alternative payment options.</li> <li>• Consideration of a partial debt reduction through the Power on Payment program.</li> <li>• Additional time to pay a bill through the application of a dunning lock. This will suspend all customer credit activities for 15 business days.</li> <li>• An interest and fee free payment plan or other arrangement where you are given additional time to pay a bill or pay arrears.</li> <li>• Provision of information relevant to the hardship application.</li> </ul> <p>Training is provided to agents to assess the customer for payment difficulties and financial hardship, with additional soft skills training provided.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties and the following was noted:</p> <ul style="list-style-type: none"> <li>• Customers were offered the alternative payment arrangements as per subclause 6.4(1)(b) and assistance in accordance with clauses 6.6 to 6.9.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
211.	Electricity Industry Act, section 82	Code of Conduct, clause 6.4(1)(a)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer additional time to pay a bill.	2	<p>Through enquiries with Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, additional time to pay a bill. This will be processed through SAP CRM by an agent, by placing a dunning lock on a customer's account for 15 business days. Training is provided to agents covering the process for assessing customers for payment difficulties and financial hardship, with additional training for soft skills.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and noted all customers were offered additional time to pay a bill.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
212.	Electricity Industry Act, section 82	Code of Conduct, clause 6.4(1)(b)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer an interest-free and fee-free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, various payment arrangements. These will be processed through SAP CRM, with an agent placing a 15-business day dunning lock on the account to assist with the payment arrangement. Training is provided to agents covering the process for assessing customers for payment difficulties and financial hardship, with additional training for soft skills.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and noted customers were offered an interest-free and fee-free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Synergy has complied with the obligation during the audit period.			
213.	Electricity Industry Act, section 82	Code of Conduct, clause 6.4(2)	When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, various payment arrangements and confirm the payment arrangement within five business days. These will be processed through SAP CRM, with an agent placing a 15-business day dunning lock on the account to assist with the payment arrangement. Training is provided to agents covering the process for assessing customers regarding payment difficulties and financial hardship, with additional training for soft skills. All agents have access to procedural documents for processing and assessing a payment arrangement in SAP CRM.</p> <p>When determining the payment arrangement, the agent will consider the following information:</p> <ul style="list-style-type: none"> <li>• Customer's capacity to pay;</li> <li>• Current financial and personal situation;</li> <li>• Debt; and</li> <li>• Consumption history.</li> </ul> <p>We noted once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer within five business days either in writing or electronically, of the following information:</p> <ul style="list-style-type: none"> <li>• The terms of the instalment plan;</li> <li>• The consequences of not adhering to the instalment plan; and</li> <li>• The importance of contacting Synergy if they are unable to make payments.</li> </ul> <p>Synergy advises that as at 30 June 2021 it had 43,713 customers on an instalment plan. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 93 breaches, where the customers experienced delays in receiving confirmation of the</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>instalment plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with strategic business partner performance reported and analysed in monthly compliance and quality assurance reporting. Management confirmed this was completed by the 22<sup>nd</sup> of June 2021.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>All customers were issued a Payment Arrangement letter within the five-business day timeframe.</li> <li>None of the customers received an altered Payment Arrangement letter as their arrangement did not change.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
214.	Electricity Industry Act, section 82	Code of Conduct, clause 6.4(3)	If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.	2	Through enquiries with the RBU Team Leader Financial Hardship, walkthroughs, and examination of the Financial Hardship Policy, we noted Synergy will offer customers experiencing payment difficulties or financial hardship, various payment arrangements and confirm the payment arrangement within five business days. These will be processed through SAP CRM, with an agent placing a 15-business day dunning lock on the account to assist with the payment arrangement. Training is provided to agents	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>covering the process for assessing customers regarding payment difficulties and financial hardship, with additional training for soft skills.</p> <p>We noted that once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer within five business days either in writing or electronically, of the following information:</p> <ul style="list-style-type: none"> <li>• The terms of the instalment plan;</li> <li>• The consequences of not adhering to the instalment plan; and</li> <li>• The importance of contacting Synergy if the customer is y are unable to make payments.</li> </ul> <p>We noted once a payment arrangement plan has been set up through SAP CRM, the system automatically triggers a Payment Arrangement Confirmation letter to be generated and sent to the customer.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 52 breaches, where customers experienced delays in receiving confirmation of the instalment plan terms. These breaches resulted from agent error and a failure to follow standard operating procedures, as well as manual removal of the instalment plan notification being sent. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 16<sup>th</sup> of December 2020.</p> <p>Sample testing was conducted over calls made by customers enquiring about payment difficulties or financial hardship and the following was noted:</p>			

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>All customers were issued a Payment Arrangement letter within the five-business day timeframe.</li> <li>None of the customers received an altered Payment Arrangement letter as their arrangement did not change.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
215.	Electricity Industry Act, section 82	Code of Conduct, clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative, for a reduction of the customer's fees, charges or debt.	2	<p>Through enquiries with the RBU Team Leader Financial Hardship, walkthroughs, and review of the Financial Hardship Policy, we noted a reduction of fees, charges or debt is considered as a last resort where Synergy considers recovery of debt, fees and charges as inequitable or that recovery will cause ongoing financial hardship. Each customer is assessed on a case by case basis and must meet the below criteria:</p> <ul style="list-style-type: none"> <li>The customer must not have had debt waived in the preceding 12 months.</li> <li>The customer must be actively engaging with their financial counsellor or emergency relief officer for assistance.</li> <li>The customer must be honouring all 'Keeping Connected' terms and conditions. "Keeping Connected" is a program designed to assist those customers experiencing acute financial hardship.</li> <li>The customer must have part or all their debt overdue for &gt;90 days.</li> </ul> <p>The requests are assessed by agents, prior to escalation to the Team Leader for amounts greater than a specified amount . Should an amount exceed a further amount , the request will be escalated further to the Credit and Revenue team to approve or decline.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Sample testing was conducted over calls made by customers experiencing financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>All but one customer was given a reduction in late payment fees once a dunning lock was placed on the account. However, as the obligation does not require a reduction in fees to be given, there has not been a compliance breach in this instance.</li> <li>No customers were offered a reduction in charges or debt.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
216.	Electricity Industry Act, section 82	Code of Conduct, clause 6.6(2)	In giving reasonable consideration under subclause 6.6(1), a retailer should refer to the hardship procedures referred to in subclause 6.10(3).	2	<p>Through enquiries with the RBU Team Leader Financial Hardship, walkthroughs, and review of the Financial Hardship Policy, we noted a reduction of fees, charges or debt is considered where Synergy considers recovery of debt, fees and charges as inequitable or that recovery will cause ongoing financial hardship. Each customer is assessed on a case by case basis. Such requests will be assessed by agents, prior to escalation to the Team Leader for amounts greater than a specified threshold. Should an amount exceed a higher threshold, it will be escalated further to the Credit and Revenue team to approve or decline.</p> <p>Through review of the Financial Hardship Policy, and relevant financial hardship procedures in KANA, we noted the following:</p> <ul style="list-style-type: none"> <li>The procedures were developed in consultation with relevant consumer representatives.</li> <li>The procedures provide for training for call centre staff and relevant subcontractors employed to engage with customers on issues relating to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship.</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>The documentation includes the following guidance: <ul style="list-style-type: none"> <li>Identifying customers who are experiencing financial hardship;</li> <li>Determining a customer's usage needs and capacity to pay when determining the conditions of an instalment plan;</li> <li>Suspending disconnection and debt recovery procedures; and</li> <li>Recovering debt.</li> </ul> </li> <li>Credit management staff have a direct telephone number which can be provided to relevant consumer representatives.</li> </ul> <p>Sample testing was conducted over calls made by customers experiencing financial hardship and the following was noted:</p> <ul style="list-style-type: none"> <li>All but one customer was given a reduction in late payment fees once a dunning lock was placed on the account. However, as the obligation does not require a reduction in fees to be given, there has not been a compliance breach in this instance.</li> <li>No customers were offered a reduction in charges or debt.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
217.	Electricity Industry Act, section 82	Code of Conduct, clause 6.7	If it is reasonably demonstrated to a retailer that a customer experiencing financial hardship is unable to meet the customer's obligations under a payment arrangement, the retailer must give reasonable consideration to offering the customer an instalment plan or revising an existing instalment plan.	2	<p>Through enquiries with the RBU Team Leader Financial Hardship, walkthroughs, and review of relevant documentation, including the Financial Hardship Policy, we noted the following:</p> <ul style="list-style-type: none"> <li>Should a customer be unable to meet their obligations under a payment arrangement,</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Synergy will offer the customer an instalment plan via the following avenues:</p> <ul style="list-style-type: none"> <li>• Promise to Pay Instalment Plan;</li> <li>• Keeping Connected Program; and</li> <li>• HUGS Program.</li> </ul> <p>• Synergy may also offer to revise the customers current instalment plan to adjust to their financial situation.</p> <p>A walkthrough was conducted and it was noted that when a customer enters into a new payment plan, SAP ISU will be updated to reflect the change in payment arrangement, and a new Promise to Pay letter will be issued within five business days either in writing or electronically.</p> <p>Sample testing was conducted over financial hardship calls and it was noted that where applicable, customers were offered an instalment plan or revision of an existing instalment plan if the customer was unable to meet their obligations under a payment arrangement.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
218.	Electricity Industry Act, section 82	Code of Conduct, clause 6.8	A retailer must advise a customer experiencing financial hardship of the information specified in subclause 6.8(1).	2	<p>Through enquiries with the RBU Team Leader, Financial Hardship, walkthroughs, and examination of relevant documentation including the Financial Hardship Policy, we noted Synergy has a process in place to ensure that customers who are assessed as experiencing financial hardship are advised of:</p> <ul style="list-style-type: none"> <li>• The right to have a bill redirected at no charge;</li> <li>• Payment methods available;</li> <li>• Information on applicable tariffs;</li> <li>• Information on concessions (including HUGS) that may be available and how to access them; and</li> <li>• The availability of financial counselling services.</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Examination of a Promise to Pay letter noted financial hardship customers were advised of the information in clause 6.8(1) upon entering a payment arrangement.</p> <p>Sample testing was conducted over calls made by customers experiencing financial hardship and it was noted that all customers were provided with a Promise to Pay letter, if applicable, upon entering a payment arrangement.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
219.	Electricity Industry Act, section 82	Code of Conduct, 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, as referred to in subclause 5.4(3).	2	<p>Through enquiries with the RBU Team Leader Financial Hardship, walkthroughs, and examination of relevant documentation including the Financial Hardship Policy, we noted Synergy does not prescribe a minimum payment in advance amount for any residential customers experiencing financial hardship or payment difficulties.</p> <p>Sample testing was conducted, and we noted that where appropriate, minimum payment in advance amounts was determined in consultation with relevant consumer representatives.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
220.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(1)	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential, and review of relevant documentation including the Financial Hardship Policy and procedures within KANA, we noted that Synergy has developed a Financial Hardship Policy and procedures to assist customers experiencing financial hardship and are available on the Synergy website. Additionally, Synergy has developed HUGS guidelines to assist agents in identifying customers experiencing financial hardship.</p> <p>Synergy's Operational Hardship teams are responsible for reviewing the policy annually against the ERA's Financial Hardship checklist.</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
221.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(2)	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, we noted Synergy's Operational Hardship teams will review the policy annually against the ERA Hardship Policy checklist as published on the ERA's website.</p> <p>Through review of Financial Hardship Policy, we noted it contains the following information:</p> <ul style="list-style-type: none"> <li>• The policy was developed in consultation with relevant consumer representatives.</li> <li>• The policy includes a statement encouraging customers to contact Synergy should the customer be experiencing trouble paying their bill;</li> <li>• The policy includes a statement that the retailer may reduce and/or waive fees, charges and debt;</li> <li>• The policy includes an overview of the assistance available to customers in financial hardship or payment difficulties;</li> <li>• The policy includes that Synergy offers residential customers the right to pay their bill by Centrepay;</li> <li>• The policy includes a statement that Synergy is able to provide further details upon request;</li> <li>• The policy includes an overview of any concessions that may be available to Synergy's customers;</li> <li>• The policy includes the National Interpreter Symbol with the words "interpreter Services", information on the availability of independent multi-lingual services, and the availability of TTY services;</li> <li>• The policy is available on Synergy's website;</li> <li>• The policy is available in large print copies; and</li> </ul>	See recommendation 7/2021.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>The policy includes a statement specifying how Synergy will treat information disclosed by the customer to Synergy and the information held by the retailer in relation to the customer.</li> </ul> <p>Subclause 6.10(2)(c) requires the retailer to include a statement in its hardship policy that they will treat all customers sensitively and respectfully, although this could be inferred by the tone of the document, the statement is not explicitly included in the Synergy Financial Hardship Policy. Through enquiries with the RBU Essentials Lead, Customer Success, we noted this was due to the Marketing team changing the wording in order to reflect customer friendly language.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with some improvement needed, and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers.</p>			
222.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, we noted Synergy's Operational Hardship teams will review the procedures annually against the ERA Hardship Procedures checklist as published on their website</p> <p>Through review of relevant financial hardship procedures in KANA, we noted the following:</p> <ul style="list-style-type: none"> <li>The procedures were developed in consultation with relevant consumer representatives; and</li> <li>The procedures provide for training for call centre staff and relevant subcontractors employed to engage with customers on issues relating to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship.</li> </ul> <p>The documentation includes the following guidance:</p> <ul style="list-style-type: none"> <li>Identifying customers who are experiencing financial hardship;</li> <li>Determining a customer's usage needs and capacity to pay when determining the conditions of an instalment plan;</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>Suspending disconnection and debt recovery procedures; and</li> <li>Recovering debt.</li> <li>Credit management staff have a direct telephone number which can be provided to relevant consumer representatives.</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
223.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the retailer's hardship policy, including by post, at no charge.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and review of the Financial Hardship Policy, we noted that the Financial Hardship Policy is available on Synergy's website for customers to access. Should customers request a copy of the policy, Synergy agents are instructed to direct customers to Synergy's website. Agents also have the ability to issue a copy of the policy, at no charge, by email or post.</p> <p>Through enquiries with the RBU Essential Lead, Customer Success, we noted customers were given a copy of the Financial Hardship Policy upon request.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
225.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(6)	If directed by the ERA, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives and submit the results of that review to the ERA within 5 business days after it is completed.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant documentation, we noted that if Synergy receives an instruction from the ERA to review its Financial Hardship Policy, the request will be saved in DM, a calendar entry created within the Empower Regulatory Calendar to track response timeframe, and the response issued to the Authority in accordance with the instruction and timeframe, and saved in DM.</p> <p>Through enquiries, and review of relevant documentation, we noted that Synergy was not instructed to conduct a review of its Financial Hardship policy during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
226.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential, and review of relevant documentation, we noted that Synergy is aware of the requirement that they must comply with the ERA's Financial Hardship Policy Guidelines. Synergy's Operational Hardship teams will review the Financial Hardship policy annually against the ERA Hardship Policy Checklist as published on the ERA's website.</p> <p>Through enquiries and review of relevant documentation, we noted that Synergy complied with the Authority's Financial Hardship Policy Guidelines.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
227.	Electricity Industry Act, section 82	Code of Conduct, clause 6.10(8)	If a retailer makes a material amendment to its hardship policy, the retailer must consult with relevant consumer representatives and submit a copy of the retailer's amended hardship policy to the ERA within 5 business days of the amendment.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant documentation, we noted that Synergy is aware of the requirement that they must consult with relevant consumer representatives and submit to the ERA a copy of Synergy's amended Financial Hardship policy within the specified timeframes. Synergy's Operational Hardship teams will review the Financial Hardship policy annually against the ERA Hardship Policy Checklist as published on the ERA's website. Additionally, operational teams will check any amendments to the policy with the Compliance team to see if the amendments warrant consultation with the relevant consumer representatives. If the materiality threshold is met, a copy of the policy will be provided to the ERA within five business days if required.</p> <p>Enquiries noted that Synergy did not make any material amendments to its Financial Hardship policy during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
228.	Electricity Industry Act, section 82	Code of Conduct, clause 6.11	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	5	<p>Through enquiries with the T&amp;T team and review of the P2P Dashboard, we noted that Synergy will consider alternative payment arrangements for customers experiencing payment difficulties. The P2P dashboard outlines the process an agent must go through to engage a customer in a P2P arrangement.</p> <p>Enquiries with the T&amp;T team noted that during the audit period customers experiencing payment difficulties were able to arrange alternative payments with Synergy.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
229.	Electricity Industry Act, section 82	Code of Conduct, clause 7.1(1)	Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).	2	<p>Through enquiries with the RBU Essentials Lead, Customer Success and the T&amp;T Compliance Analyst supplemented with walkthroughs and review of relevant documentation, including the Disconnections Standard Operation Procedure and the Collections Strategy, we noted that SAP ISU is configured to automatically generate a reminder notice when the customer has an overdue balance at day 15 after the invoice due date. This reminder notice is sent to Synergy's external mailing vendor on a daily basis who then sends to the customer. The RBU Application Support Team monitor the daily batch process to ensure that reminder notices jobs are completed within the agreed business timeframe thresholds. Prior to disconnection, Synergy will use best endeavours to contact the customer. Agents are instructed to follow the disconnection calling script to ensure consistent communication to advise of the proposed disconnection. Additionally, SAP ISU will automatically generate a disconnection warning letter when the customer has an overdue balance of at least 20 business days after the invoice due date.</p> <p>In its 2019/2020 and 2020/20201 Compliance Report submitted to the ERA, Synergy self-reported 20 breaches, where the customer was disconnected for non-payment in error. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to give</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>agents feedback, followed by targeted coaching relation to the errors identified including referral to the correct procedures and the customer impacts. Additionally, compliance issues and trends are discussed at weekly and monthly meetings with Synergy's strategic business partners; strategic business partner performance is reported and analysed in monthly compliance and quality assurance reporting; and Synergy's knowledge management system was reviewed to ensure the relevant documented processes were compliant. Management confirmed this was completed by the 15<sup>th</sup> of June 2021.</p> <p>Sample testing of five disconnections performed during the audit period for failure to pay a bill noted that Synergy used its best endeavours to contact the customer to advise of the proposed disconnection and provided a disconnection notice to the customer not less than 20 business days from the date of dispatch of the bill.</p> <p>Based on enquiries, examination of documentation, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
230.	Electricity Industry Act, section 82	Code of Conduct, clause 7.2(1)	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1).	5	<p>Through enquiries with the RBU team and examination of relevant disconnection documentation, we noted that Synergy will not arrange disconnection of a service in the following circumstances:</p> <ul style="list-style-type: none"> <li>• for which five, or less, business days have passed since the disconnection warning letter has been sent;</li> <li>• if there is an active promise to pay (P2P) agreement associated with the account and the customer has agreed to repay the amount;</li> <li>• when the customer has an active concession registered and the rebates are reflected on the most recent bill; and</li> <li>• if the supply address is unrelated to the bill, provided the bill does not relate to a previous supply address of the customer.</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>It is noted that Synergy will only supply residential customers with energy bills and will therefore not disconnect a customer for failure to pay an amount which does not relate to the supply of energy.</p> <p>When a customer is experience financial hardship or has an active P2P on the account, a dunning lock will be placed which suspends all collections and disconnection activities from being processed.</p> <p>During the audit period Synergy did not arrange for the disconnection of a customer's supply address for failure to pay a bill in any the circumstances specified in subclause 7.2(1), in compliance with the obligation. It is noted that disconnections were not carried out for a large part of the audit period due to the impact of COVID-19.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
232.	Electricity Industry Act, section 82	Code of Conduct, clause 7.4(1)	Unless the conditions specified in subclause 7.4(1) are satisfied, a retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter.	4	<p>Through enquiries with the RBU Electricity Billing team and examination of the Probe Disconnection procedure, we noted that Synergy does not conduct meter readings, rather this is conducted by the relevant distributor. Synergy will not arrange for the disconnection of a customer's supply address for denying access to a meter.</p> <p>Enquiries with the Electricity Billing team noted that during the audit period, Synergy did not arrange for the disconnection of a customer's supply address for denying access to a meter.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
234.	Electricity Industry Act, section 82	Code of Conduct, clause 7.6	Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in subclauses 7.6(1)-(2) when arranging for disconnection or disconnecting a customer's supply address.	2	<p>Through enquiries with the T&amp;T Compliance Analyst supplemented with walkthroughs and review of relevant documentation, we noted that when a customer makes a complaint to Synergy, agents are required to record complaints via the SAP CRM Complaints Module, triggering an alert on the customer's account to indicate that a complaint is in progress. Upon creation of a</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>complaint against a customer's account, the SAP CRM system prevents users from being able to raise a manual disconnection. The system will display an error message which advises the agent that a System Notification cannot be created to request a disconnection.</p> <p>Sample testing was conducted over customer accounts that were disconnected during the audit period and we noted that the samples tested did not have a complaint raised directly relating to the reason for the disconnection.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
235.	Electricity Industry Act, section 82	Code of Conduct, clause 7.7(1)	If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, subclause 7.7(1). (Note - the Code of Conduct no longer requires retailers to register the life support equipment of the customer)	2	<p>Through walkthroughs and enquiries with the RBU Life Support team, and review of the Life Support Standard Operation Procedure, we noted Synergy records the customer life support registration and equipment type in SAP on receipt of a correctly completed application form. If necessary, the customer details will be updated in SAP to match the application form including the contact details. Should a customer contact Synergy and advise they require a life support application form, the Life Support flag (registration) will be added to the customer account in SAP CRM by the Life Support team. Once the Life Support flag is added to the account, a disconnection order cannot be raised or processed by Synergy due to system controls in SAP.</p> <p>Walkthroughs were conducted and we noted that once the life support information is entered in SAP, an automatic system notification is issued to Western Power via a Customer Detail Notification (CDN). In addition to this, a spreadsheet is maintained by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day.</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Sample testing was conducted over Life Support applications during the audit period and the following was noted:</p> <ul style="list-style-type: none"> <li>The customer's supply address was registered as a life support equipment address on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day;</li> <li>The customer's contact details were registered on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day;</li> <li>Synergy did not arrange for disconnections of the customer's supply address while registered for Life Support.</li> </ul> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
236.	Electricity Industry Act, section 82	Code of Conduct, clause 7.7(2)	<p>A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> <li>that the person requiring life support equipment is changing supply address;</li> <li>that the customer, but not the person requiring life support equipment, is changing supply address;</li> <li>of a change in contact details; or</li> <li>that the address no longer requires registration as life support equipment address.</li> </ul>	2	<p>Through walkthroughs and enquiries with the RBU Life Support team, and review of the Life Support Standard Operation Procedure, we noted Synergy records the required changes on the customer life support details in SAP CRM upon receiving the customer request. System access to process this is restricted to only those users with SAP Life Support access i.e. those who have are part of the specialist life support team.</p> <p>The following was noted in relation to change of life support customer details:</p> <ul style="list-style-type: none"> <li>If a life support customer is moving to a different premise, the agent is required to verify the customer will require life support equipment at the new premises and raise a task for the Life Support team to complete the task.</li> <li>If a life support customer requests a change in contact details, a task detailing the changes will be raised to the Life Support team and processed.</li> </ul>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>Should a customer request removal of life support registration, a task will be work flowed to the Life Support team to process and once complete, a confirmation letter will be sent to the mailing address listed on the account.</li> </ul> <p>Once the life support information is entered in SAP, an automatic notification is issued to Western Power via a CDN. In addition to this, a spreadsheet is maintained by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported two breaches, where:</p> <ul style="list-style-type: none"> <li>(c) one customer requested a change in premises and Synergy did not register the new address as requiring life support; and</li> <li>(d) Synergy failed to notify Western Power of a change in life support registration details within the prescribed timeframe.</li> </ul> <p>These occurred due to a system change implemented to resolve a situation where customer data was not transferring between SAP CRM (front office) and SAP ISU (back office) in specific situations. Although the system change resolved the data transfer issue between the two SAP modules, it inadvertently suspended CDNs being sent by Synergy to Western Power for a short period of time. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans were implemented and addressed during the audit period.</p> <p>Sample testing was conducted over life support applications and changes during the period and it was noted Synergy notified Western Power of a change in life support registration details within the prescribed timeframe.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed</p>			

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.			
240.	Electricity Industry Act, section 82	Code of Conduct, clause 7.7(6)	A retailer must contact the customer to ascertain whether life support equipment is required or to request re-certification in the timeframe, manner and circumstances specified in subclause 7.7(6).	4	<p>Through walkthroughs and enquiries with RBU Life Support team , and review of the Life Support Standard Operation Procedure, we noted Synergy has in-built SAP CRM system controls to automatically send declaration letters to customers for annual renewal to confirm whether life support details are correct and if life support is still required for a person residing at the customer's supply address 11 months after the customer's address is flagged as life support and annually thereafter. A reapplication letter, including a life support application is sent on the three yearly renewal anniversary date. If no response is received from the customer, a follow up letter is sent six weeks later and then again after an additional four weeks, with a due date of two weeks, allowing the customer three months to provide the information requested in subclause (6)(a).</p> <p>When submitting the declaration letter, the customer is required to provide the following information:</p> <ul style="list-style-type: none"> <li>• Whether the person certified to require life support equipment continues to reside at the address; and</li> <li>• Evidence of initial certification or re-certification from an appropriately qualified medical practitioner within the last three years.</li> </ul> <p>Sample testing was conducted over life support reapplications from the audit period and noted all customers were notified of the annual reapplication process and recertification every three years within the prescribed timeframes.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
241.	Electricity Industry Act, section 82	Code of Conduct, clause 7.7(7)	A retailer or a distributor must remove the customers' details from the life support equipment register in the	5	Through walkthroughs and enquiries with RBU Life Support team, and review of the Life Support Standard Operation Procedure, we noted Synergy will remove a	N/A as non-compliance was self-reported and	B	3

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			circumstances and timeframes specified in subclause 7.7(7).		<p>customer's details from the life support equipment register in the following circumstances:</p> <ul style="list-style-type: none"> <li>• If the person who requires the life support equipment vacates the supply address; or</li> <li>• The person who required life support equipment, no longer requires life support equipment; or</li> <li>• If the customer fails to provide the information requested for three yearly recertification within the prescribed timeframe i.e. three months.</li> </ul> <p>SAP has in-built system controls to issue the recertification letter to the customer at specified time periods. If no customer response is received after the third contact attempt, the life support flag is removed after a period from the last contact attempt.</p> <p>Once the life support is removed in SAP CRM, an automatic notification is issued to Western Power via a CDN. In addition to this, a spreadsheet is maintained by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 3 breaches, where Synergy failed to notify Western Power that life support registration and arrangements were no longer required at premises within the prescribed timeframe. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA) was reviewed, with Life Support refreshing training conducted</p>	resolved during the audit period.		

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>and registered in the Synergy training system. Management confirmed this was completed by the 19<sup>th</sup> of March 2021.</p> <p>Sample testing was conducted over life support changes during the audit period and it was noted that Synergy completed the recertification process within the prescribed timeframe for all samples.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>			
242.	Electricity Industry Act, section 82	Code of Conduct, clause 8.1(1)	A retailer must arrange to reconnect a customer's supply address if the customer remedies their breach, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges.	5	<p>Through enquires with the RBU Credit Officer and review of the Reconnection Criteria and Move in Guided Process Procedure we noted that:</p> <ul style="list-style-type: none"> <li>When a customer makes a payment of greater than a specified debt amount and that is recorded on the account, the system will automatically generate a service notification to Western Power requesting re-energisation (reconnection).</li> <li>When a customer engages in P2P plan that totals to a specified amount of the debt owed, the system will automatically generate a service notification to Western Power requesting re-energisation (reconnection).</li> </ul> <p>Enquiries with the Credit Officer noted that during the audit period, Synergy arranged to reconnect a customer's supply address if the customer remedied their breach, made a request for reconnection and paid the retailer's reasonable charges (if any) for reconnection, or accepted an offer of an instalment plan for the retailer's reasonable charges</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
243.	Electricity Industry Act, section 82	Code of Conduct, clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).	3	<p>Through enquiries, a walkthrough with the RBU Credit officer and examination of the Reconnection Criteria, we noted that Synergy will forward a re-energisation request to Western Power within the required timeframes via SAP CRM. A reconnection service order will be raised by Synergy on the day the reconnection is requested if the request is received prior to 3pm. If a request is received after 3pm or on a weekend, it will be raised the following business day. The Reconnection Criteria document details the reconnection process and request process for the agents to ensure timelines are met.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 97 breaches, where reconnection service notifications were not sent to Western Power by midnight the same day if the customer called before 3pm, or 3pm the following business day if the customer called after 3pm. The breaches were as a result of agent error. Through enquiries with the Electricity Billing team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's knowledge management system (KANA). Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries, document examination, and walkthroughs, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a moderate impact on customers or third parties.</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	3
243A	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Code of Conduct, clause 8.1(3)	If a retailer does not forward the request for reconnection to the relevant distributor within the timeframes in subclause 8.1(2), the retailer will not be in breach of this clause (8.1) if the retailer causes the customer's supply address to be reconnected by the distributor within the timeframes in subclause 8.2(2) as if the distributor had received the	4	<p>Through enquiries and walkthrough with the RBU credit officer and examination of the Reconnection Criteria, we noted that Synergy will forward a re-energisation request to Western Power within the required timeframes via SAP CRM. A reconnection service order will be raised by Synergy on the day the reconnection is requested if the request is received prior to 3pm. If a request is received after 3 pm or on a weekend, it will be raised the following business day. The Reconnection Criteria document details</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			request for reconnection from the retailer in accordance with subclause 8.1(2). [DELETED ON 8 JUNE 2020]		<p>the reconnection process and request process for the agents to ensure timelines are met.</p> <p>Enquiries with the RBU team noted that during the applicable portion of the audit period, Synergy had an instance whereby they did not forward requests to Western Power in line with the prescribed timeframes, however, an urgent request was raised to Western Power for the customer to be reconnected.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
245.	Electricity Industry Act, section 82	Code of Conduct, clause 9.1(2)	A distributor may only operate a pre-payment meter and a retailer may only offer a pre-payment meter service in an area that has been declared by the Minister by notice published in the Government Gazette.	5	<p>Through enquiries with OGC RaC team and review of Prepayment Meters – Ninga Mia Guideline (frequently asked question), we noted that Synergy only supplies electricity via pre-payment meters to a very small number of customers living in Ninga Mia, Kalgoorlie. No location outside the Ninga Mia community can have prepayment meters installed within the SWIS network unless agreed by Synergy and Ministerial approval is obtained.</p> <p>During the audit period Synergy did not offer a small use customer a PPM outside of the area declared by the Minister for Energy in the Government Gazette during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
246.	Electricity Industry Act, section 82	Code of Conduct, clause 9.2(1)	A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's nominated representative.	5	<p>Through enquiries with the OGC RaC and RBU teams and review of Prepayment Meters - Ninga Mia and Horizon Power Ninga Mia Agreement, we noted that Synergy only operates a PPM to customers living in Ninga Mia and have requested to have PPMs installed. Verifiable consent is obtained when the customer requests to have the PPM installed. We also noted that Synergy did not provide any new PPM services during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
247.	Electricity Industry Act, section 82	Code of Conduct, clause 9.2(2)	A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	5	<p>Through enquiries with OGC RaC and RBU teams along with the review of Prepayment Meters - Ninga Mia, Prepayment meters BAU processes, Ninga Mia Application Form documents, we noted that Synergy operates PPMs only to customers living in Ninga Mia. In setting up an account for PPMs Synergy provides a Residential Account Establishment Form specifically made for PPMs in the Ninga Mia community. Synergy will only provide a PPM to an existing house and will not install a PPM at a new dwelling if one was to go up in the community. As the buildings in Ninga Mia are demolished, the PPM are taken away by Horizon Power. We also noted that Synergy did not provide any new PPM services during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
249.	Electricity Industry Act, section 82	Code of Conduct, clause 9.3(1)	If a residential customer requests information on the use of a pre-payment meter, a retailer must advise the information specified in subclause 9.3(1) at no charge, and in clear, simple and concise language.	5	<p>Through enquiries with OGC RaC and RBU teams and review of Prepayment Meters - Ninga Mia, we noted that Synergy will provide PPM information on request to customers living in the Ninga Mia community.</p> <p>In the set-up process of accounts for PPMs, a Residential Account Establishment Form is provided. The 'Important Information to Note' section of this form includes information regarding the use of pre-payment meters in simple and concise language and who to contact for further requests. Customer service agents will handle any requests of information regarding PPMs and direct the customer to the relevant agent. If there are any queries from the Ninga Mia community, they will contact their Horizon Power liaison for further information. We also noted that Synergy did not receive a request for information on the use of a prepayment meter relating to sub clause 9.3(1).</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
250.	Electricity Industry Act, section 82	Code of Conduct, clause 9.3(2)	No later than 10 business days after the time a residential customer enters into a pre-payment meter contract at that customer's supply address, a retailer must give, or make available to, that customer the information specified in subclauses 9.3(1) and 9.3(2)(a)-(s) at no charge.	5	<p>Through enquiries with OGC RaC and RBU teams, review of Horizon Power Ninga Mia Agreement and Life Support – Ninga Mia document, we noted that Synergy provides a copy of PPM information when the customer enters a contract within the timeframe under 9.3(2), including their account details and the information under 9.3(1) and 9.3(2)(a)-(s) at no charge. The welcome packs are Synergy branded however Horizon Power service the Ninga Mia community. We also noted that Synergy did not provide any new PPM services during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
251.	Electricity Industry Act, section 82	Code of Conduct, clause 9.3(3)	<p>A retailer must ensure that the following information is shown on, or directly adjacent to, a residential customer's pre- payment meter:</p> <ul style="list-style-type: none"> <li>the positive or negative financial balance of the pre- payment meter within one dollar (\$1) of the actual balance;</li> <li>whether the pre-payment meter is operating on normal credit or emergency credit;</li> <li>a telephone number for enquiries; and</li> <li>the distributor's 24-hour telephone number for faults and emergencies.</li> </ul>	5	<p>Through enquiries with RBU Service, Design and Planning team and review of the Horizon Power Ninga Mia Agreement, we noted that Horizon Power manages this obligation on behalf of Synergy as its agent. Due to Synergy having limited experience in managing PPMs in regional communities, Synergy has contracted Horizon Power to provide a range of PPM retail services on Synergy's behalf. The letter of agreement states that information is to be supplied to customers in accordance with clause 9.3 of the Code of Conduct.</p> <p>Horizon Power's PPM contained the information on or directly adjacent to the PPM required under the obligation.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
252.	Electricity Industry Act, section 82	Code of Conduct, clause 9.3(4)	On request and at no charge, a retailer must give a pre-payment meter customer the following information: total energy consumption; average daily consumption; and the average daily cost of consumption for the previous 2 years, or since the commencement of the pre-payment meter contract (whichever is shorter), divided into quarterly segments.	4	<p>Through enquiries with the RBU Service, Design and Planning team and review of Ninga Mia - Frequently Asked Questions, we noted that Synergy provides the customer on request, a copy of their consumption statement (and not their bill) for the previous two years. Horizon Power is the Ninga Mia Community's main contact through their liaison and are able to provide any PPM customer their consumption data on request. Horizon Power won't transfer a call from a customer to Synergy, however Synergy is directly contactable by the community if required.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Through discussion with the Service, Design and Planning team, it was noted that Synergy did not receive any such request during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
253.	Electricity Industry Act, section 82	Code of Conduct, clause 9.3(5)	If the recharge facilities available to a residential customer change from the initial recharge facilities referred to in subclause (2)(r), a retailer must use reasonable endeavours to notify a pre-payment meter customer in writing or by electronic means within 10 business days of the change.	4	<p>Through enquiries with RBU Service, Design and Planning team and review of the Horizon Power Ninga Mia Agreement, we noted that Horizon Power manages this obligation on behalf of Synergy as its agent. Due to Synergy having limited experience in managing PPMs in regional communities, Synergy has contracted Horizon Power to provide a range of PPM retail services on Synergy's behalf. The letter of agreement states that information is to be supplied to customers in accordance with clause 9.3 of the Code of Conduct by Horizon Power.</p> <p>During the audit period there were no instances where Synergy was expected to notify the customer as the recharge facilities did not change.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
254.	Electricity Industry Act, section 82	Code of Conduct, clause 9.4(1)	<p>If a pre-payment meter customer notifies a retailer that it wants to replace or switch a pre-payment meter to a standard meter, the retailer must:</p> <ul style="list-style-type: none"> <li>send the information referred to in clauses 2.3 and 2.4 to the customer; and</li> <li>arrange with the relevant distributor to remove or render non-operational the pre-payment meter and replace or switch the pre-payment meter to a standard meter within 1 business day of the request.</li> </ul>	5	<p>Through enquiries with the OGC RaC and RBU teams, review of the Ninga Mia – Frequently Asked Questions document and the Horizon Power Ninga Mia Agreement, we noted that once a customer requests or Synergy receives notification from Horizon Power for the customer to be changed from a prepayment meter to an accumulation meter, the Customer Service team will send a Meter Exchange service notification (SN) to Western Power to revert the meter. In the service notification there is a statement that the meter exchange for the standard meter is required within one business day. The Ninga Mia agreement with Horizon Power, details that the treatment of concessions required under clause 2.4 is managed by Horizon Power as the owner of the contract. Consent to switch the PPM to an accumulation meter is obtained over the phone where the Synergy or Horizon Power agent receives the meter change request. The new contract is</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>then issued to the customer via SAP CRM, ensuring that the five-business day timeframe is met.</p> <p>During the audit period there were not any requests from PPM customers to switch from a prepayment meter to a standard meter.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
255.	Electricity Industry Act, section 82	Code of Conduct, clause 9.4(2)	A retailer must not charge for reversion to a standard meter if a pre-payment customer is a residential customer and that customer, or their nominated representative, requests reversion of a pre-payment meter within 3 months of its installation or the date the customer agreed to enter into the pre-payment contract, whichever is later.	5	<p>Through enquiries with the RBU Electricity Billing team and review of Ninga Mia - Frequently Asked Questions, we noted that once a customer requests to be changed from a prepayment meter to an accumulation meter, the Customer Service team will send a Meter Exchange SN to Western Power to revert the meter. There are no charges if the customer requests reversion within 3 months of its installation or the date the customer agreed to enter into the prepayment contract, whichever is later.</p> <p>During the audit period there were no installations or reversion of a pre-payment meter within 3 months of its installation with compliance being unable to be tested for this licence condition.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
257.	Electricity Industry Act, section 82	Code of Conduct, clause 9.5(1)	If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the supply address requires life support equipment, a retailer must not provide a pre-payment meter service in that address; or, if applicable, comply with the prescribed requirements in subclauses 9.5(1)(a)-(c).	2	<p>Through walkthroughs and enquiries with RBU Life Support team, and review of the Life Support Standard Operation Procedure, we noted Synergy will educate customers who reside in areas where pre-payment meters are in use of the risk to life if the credit on a pre-payment meter runs out, which will stop the life support equipment from operating. The customer will be notified of the subsequent contract options available to them.</p> <p>Once Synergy is made aware that life support equipment is in use at a pre-payment meter site, a standard meter is ordered and installed by Western Power at no charge to the customer via a service notification for a meter exchange. In addition to this, a spreadsheet is maintained</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>by the Life Support team which details all new life support applications, changes and removals and is emailed to Western Power on a daily basis at 3:00pm for requests received on the same day and requests received after 3:00pm are reported on the next business day.</p> <p>We confirmed with the Essentials Lead that, during the audit period, there were no instances of a customer requesting to be listed as a life support customer with a pre-payment meter.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
259.	Electricity Industry Act, section 82	Code of Conduct, clause 9.6	A retailer must ensure that a pre-payment meter service complies with the prescribed requirements in subclause 9.6.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Ninga Mia – Frequently Asked Questions, we noted that if the PPM customer’s credit runs out, the power to the house will stop. The customer then has the option to top-up the credit at Eagle Petroleum or to use the ‘emergency credit’ option.</p> <p>Customers are informed in the Nina Mia – Frequently Asked Questions document of the following:</p> <p><i>“Emergency credit will only kick-in if the customer runs out of credit between the hours of 2pm and 9am and can only be used once during this time. The value of the emergency credit equals \$20. Emergency credit is effectively borrowed funds which needs to be repaid once the customer tops-up next.”</i></p> <p>We noted that the Ninga Mia agreement with Horizon Power provides for Horizon Power to handle disconnection reports for customers with PPMs on behalf of Synergy as their agent. Synergy receives these reports monthly and includes the list of customers with PPMs, including the number of customers who have been disconnected, and the duration of the disconnection.</p> <p>Synergy’s prepayment meters allow emergency credit of \$20 between 2 and 9pm to be accessed once during the time.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, and Synergy has complied with the obligation during the audit period.			
260.	Electricity Industry Act, section 82	Code of Conduct, clause 9.7(a), (b) and (d)	<p>A retailer must ensure that:</p> <ul style="list-style-type: none"> <li>at least 1 recharge facility is located as close as practicable to a pre-payment meter, and in any case no further than 40 kilometres away;</li> <li>a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days a week; and</li> <li>the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.</li> </ul>	5	<p>Through enquiries with the RBU Customer Task and Tickets team, review of Horizon Power Ninga Mia Agreement and Ninga Mia - Frequently Asked Questions, we noted that Horizon Power manages the requirements of this obligation on Synergy's behalf as their agent. We noted the frequently asked questions document states the recharge facility for PPM customer to use was Eagle Petroleum and is located 15 km from the prepayment meters in Parkeston. Eagle Petroleum offers 24-hour fuel, (through Outside Point of Sale Terminals) and sells PPM recharge cards of \$10 or \$20.</p> <p>During the audit period there was a recharge facility located 15km away and offering 24-hour fuel delivery with \$10 and \$20 electronic recharge options.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
261.	Electricity Industry Act, section 82	Code of Conduct, clause 9.8	If a pre-payment meter customer demonstrates to a retailer that the customer is entitled to receive a concession, the retailer must ensure that the pre-payment meter customer receives the benefit of the concession.	5	<p>Through enquiries with the RBU Customer Task and Tickets team, review of Ninga Mia Frequently Asked Questions and Ninga Mia Application Form documents, we noted that when a Residential Account Establishment Form is filled out by the customer in which the customer gives their consent to disclose related information about their eligibility for a valid concession card. A request for bank details of the customer are included on the form with eligible customers receiving the rebate directly into their bank account on a six-monthly basis, in June and December. A customer's bank details need to be provided to receive the payments, or the credits are applied to the PPM.</p> <p>Customer concession requirements are managed by Horizon Power on Synergy's behalf as their agent. If a customer is eligible for a concession this will be recorded against the applicable prepaid metering account and the applicable rebate will be given. Synergy has an administrative arrangement in the Ninga Mia Agreement with Horizon Power to check the concession eligibility of Ninga Mia residents. If a customer is eligible, HP will advise Synergy that concessions need to be applied.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>During the audit period there were no occasions where a PPM customer demonstrated that they are entitled to receive an additional concession or a concession that was not previously recorded.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
262.	Electricity Industry Act, section 82	Code of Conduct, clause 9.9(1)	If requested by a pre-payment meter customer, a retailer must make immediate arrangements to check the metering data; test the pre-payment meter; and/or arrange for a test of the metering installation at the connection point.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Horizon Power Ninga Mia Agreement, we noted that Horizon Power is responsible for managing any arrangements to check, test or install a PPM at a connection point on Synergy's behalf as their agent. The letter of agreement states that installation, operation, maintenance, testing, inspection and replacement of a PPM is to be supplied to customers in accordance with clause 9.9 of the Code of Conduct by Horizon Power.</p> <p>There were no requests to test the PPMs by PPM customers during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
264.	Electricity Industry Act, section 82	Code of Conduct, clause 9.9(4)	If a pre-payment meter is found to be inaccurate or not operating correctly, a retailer must: immediately arrange for the repair or replacement of the pre-payment meter; correct any overcharging or undercharging; and refund any charges payable by a customer for testing the pre-payment meter.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Horizon Power Ninga Mia Agreement, we noted that Horizon Power is responsible for managing the PPM to be accurate and operating effectively and correct any incorrect charges on Synergy's behalf as their agent. As Horizon Power manage the PPM and contract, they will deal with the charges for the customer and if they require a refund, they will request Synergy for the value. The letter of agreement states that installation, operation, maintenance, testing, inspection and replacement of a PPM is to be supplied to customers in accordance with clause 9.9 of the Code of Conduct by Horizon Power.</p> <p>During the audit period there were no PPM that were found to be inaccurate or not operating correctly that required Horizon Power to request a refund of any charges in the testing of the PPM from Synergy.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
265.	Electricity Industry Act, section 82	Code of Conduct, clause 9.10(1)	Subject to a pre-payment meter customer notifying a retailer of the proposed vacation date, the retailer must ensure that the pre-payment customer can retrieve all remaining credit at the time that customer vacates the supply address.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of the Horizon Power Ninga Mia Agreement, we noted that Synergy has a process in place whereby should a customer leave a property, they are entitled to have a meter reading and be credited for the remaining amount on the meter. Horizon Power will issue a refund to the PPM customer through a cheque or direct deposit as requested by the customer. If the PPM customer wishes to give their credits to the community, they can designate which meters to allocate the credit to.</p> <p>During the audit period there were no customer requests for a meter reading on vacating a premise, meaning that Synergy nor Horizon Power had to issue the remaining credits to a PPM customer.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
266.	Electricity Industry Act, section 82	Code of Conduct, clause 9.10(2)	If a pre-payment meter customer (including a customer who has vacated the supply address) has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must use its best endeavours to inform and reimburse the pre-payment meter customer, (except in the circumstances in clause 9.10(7)) in the timeframe and manner specified.	5	<p>Through enquiries with the RBU Customer Task and Tickets team, review of Ninga Mia Frequently Asked Questions and Horizon Power Ninga Mia Agreement, we noted that if a PPM customer has been overcharged as a result of an act or omission by Synergy or Western Power, Synergy will inform the PPM customer accordingly within ten business days from when Synergy became aware of the error, and will seek reimbursement instructions from the customer.</p> <p>Reimbursement can be offered in the form of PPM credit rounded up to the nearest \$10. If a customer does not provide reimbursement instructions within 20 business days, Synergy will send a cheque for the reimbursement value to the customer.</p> <p>During the audit period there were no PPM customers who were overcharged due to an act or omission by Synergy.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
267.	Electricity Industry Act, section 82	Code of Conduct, clause 9.10(3)	The retailer must pay the amount in accordance with the pre- payment meter customer's instructions within 12 business days of receiving the instructions.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of the Horizon Power Ninga Mia Agreement, we noted that Horizon Power is responsible for reimbursing a PPM customer that has vacated their supply address and been overcharged due to an act or omission on Synergy's behalf as their agent. The letter of agreement states that credit retrieval, under charging recovery and over charging repayment to a PPM customer is to be supplied in accordance with clause 9.10 of the Code of Conduct by Horizon Power.</p> <p>During the audit period there were no instructions received from PPM customers who were overcharged to have their account credited or for the overcharged amount to be repaid to their bank account due to an act or omission upon vacating their supply address.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
268.	Electricity Industry Act, section 82	Code of Conduct, clause 9.10(4)	If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Horizon Power Ninga Mia Agreement, we noted that Horizon Power is responsible for crediting the PPM customer any overcharged amount on Synergy's behalf as their agent. Horizon Power would then request Synergy to pay them the amount refunded to the customer. The letter of agreement states that credit retrieval, under charging recovery and over charging repayment to a PPM customer is to be supplied in accordance with clause 9.10 of the Code of Conduct by Horizon Power.</p> <p>During the audit period, Synergy did not have an occasion where they were unable to receive reimbursement instructions within 20 business days of making request to the PPM customer as no overcharging events occurred.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
269.	Electricity Industry Act, section 82	Code of Conduct, clause 9.10(6)	If a retailer proposes to recover an amount undercharged to a pre-payment meter customer as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified in subclause 9.10(6).	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of the Horizon Power Ninga Mia Agreement, we noted that Horizon Power is responsible for recovering an undercharged amount from a PPM in relation to an amount from 12 months or less, and not charge interest on the amount in either a separate bill or as an additional line item in the upcoming bill on Synergy's behalf as their agent.</p> <p>Horizon Power have system alerts that will notify them that someone is tampering with the meter and will fix the issue to prevent any customer-oriented act leading to an undercharged amount.</p> <p>During the audit there were no attempts to recover an amount undercharged from a PPM customer as a result of an act or omission by Synergy or HP.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
270.	Electricity Industry Act, section 82	Code of Conduct, clause 9.11(1)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative for a waiver of any fee to replace or switch a pre-payment meter to a standard meter.	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Ninga Mia Frequently Asked Questions, we noted there is a section on financial hardship which contains information for a PPM customer experiencing financial hardship or facing payment difficulties. When the PPM customer informs Synergy or Horizon Power about the financial difficulties, Synergy will offer to change the customer's PPM to an accumulation meter. If the customer agrees to the change in meter, Synergy will send a service notification to Western Power with the comment: <i>"Please exchange prepaid meter with revenue meter and Synergy will also waive the fee"</i>.</p> <p>During the audit period there were no requests from PPM customers who advised they were facing financial difficulty to have their meter PPM switched to an accumulation meter.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
271.	Electricity Industry Act, section 82	Code of Conduct, clauses 9.11(2)	If a retailer is informed by a pre-payment meter customer that the customer is experiencing payment difficulties or financial hardship, or the retailer identifies the customer as having been disconnected in the manner specified in subclause 9.11(2)(b), the retailer must, subject to subclause 9.11(3), use its best endeavours to contact the customer as soon as reasonably practicable to provide the information prescribed in subclause 9.11(2)(d)-(g).	5	<p>Through enquiries with the RBU Customer Task and Tickets team and review of Ninga Mia Frequently Asked Questions, we noted there is a section on financial hardship which contains information for a PPM customer experiencing financial hardship or facing payment difficulties. When the PPM customer informs Synergy or Horizon Power about their financial difficulties, Synergy will waive the fee to change their PPM to an accumulation meter. Customers are also informed of the options available to them via a letter which is sent when the meter is changed. On the call or via communication with the PPM customer, Synergy will advise the customer to contact a financial counsellor at <a href="http://www.financialcounsellors.org">www.financialcounsellors.org</a>.</p> <p>Once a year, all Ninga Mia customers will receive an information pack with a letter confirming the services available to them regarding financial hardship and counsellors. If a customer moves into a premise during the year with a PPM, they will receive the same information pack once Synergy has been advised they have moved into the premise by Horizon Power.</p> <p>The prepayment meters have an embedded functionality that records disconnection events with reports generated monthly, allowing Synergy to be informed of any disconnections and contact the customer as soon as practically possible.</p> <p>During the audit period no PPM customers informed Synergy that they were experiencing payment difficulties or financial hardship.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
272.	Electricity Industry Act, section 82	Code of Conduct, clause 10.1(1)	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle.	5	<p>Through enquiries with Synergy's RBU team we noted that any variations in tariffs, fees and charges will be communicated to all customer groups. When a variation in tariff is applied to a customer it is identified on the customer's next bill, this is automatically added to the bill through SAP ISU and reflected in the billing template Synergy's mailing vendor uses. Furthermore, if it is identified that a customer may no longer be eligible for tariff, an automatic tariff migration letter will be generated</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>by SAP ISU to notify the customer of a change in tariff. For specific customer groups, changes in tariffs will also be communicated via specific messaging to their group, including publications and tailored customer communications.</p> <p>Enquiries with the RBU noted that changes in tariffs were suitably communicated to customers and reported no breaches during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
273.	Electricity Industry Act, section 82	Code of Conduct, clause 10.1(2)	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees and charges, including any alternative tariffs that may be available to that customer.	5	<p>Through enquires with the RBU team and examination of Synergy's website, we noted that Synergy make available to all customers, at no charge, information on tariffs, fees and charges and alternative tariffs. Agents can issue a notification known as a BR07, if requested, via SAP CRM which will send a tariff brochure to the customers nominated address at no cost.</p> <p>Enquiries with the RBU team noted that information on tariffs was made available to customers during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
274.	Electricity Industry Act, section 82	Code of Conduct, clause 10.1(3)	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	5	<p>Through enquires with the RBU team and examination of Synergy's website, we noted that Synergy makes available to all customers, at no charge, information on tariffs, fees and charges and alternative tariffs. Agents can issue a notification known as a BR07, if requested, via SAP CRM which will send a tariff brochure to the customers nominated address at no cost within eight business days.</p> <p>Enquiries with the RBU noted that information on tariffs was made available to customers during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
275.	Electricity Industry Act, section 82	Code of Conduct, clause 10.2(1)	On request, a retailer must provide a non-contestable customer with their billing data.	5	<p>Through enquiries with the RBU team, we noted upon request, Synergy will provide customers, free of charge, all available billing data over the phone, through email by post or online. Billing data is stored within SAP CRM and available on My Account. Customers are able to obtain all available billing data on My Account from the date the customer created their electricity account. The RBU Essentials Lead, Customer Success confirmed that in no circumstances would Synergy charge a customer for the provision of billing data.</p> <p>Agents will aim to provide the requested information immediately over the phone. If the customer requests consumption data in writing, the agent will trigger a Transaction history Letter to be sent while speaking to the customer, therefore complying with the ten-business day requirement of the Code of Conduct. Customers are encouraged to use 'My Account' on Synergy's website, to view their billing data and usage history.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy provided customers with their billing and consumption data upon request within the ten-business day timeframe.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
276.	Electricity Industry Act, section 82	Code of Conduct, clause 10.2(2)	If a non-contestable customer requests 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 a retailer, the retailer must provide the data at no charge.	5	<p>Through enquiries with the RBU team, we noted upon request, Synergy will provide customers, free of charge, all available billing data over the phone, through email, by post or online. Billing data is stored within SAP CRM and online via My Account. Customers are able to obtain all available billing data from the date the customer created their electricity account. The RBU Essentials Lead, Customer Success confirmed that in no circumstances would Synergy charge a customer for the provision of billing data.</p> <p>Agents will aim to provide the requested information immediately over the phone. If the customer requests consumption data in writing, the agent will trigger a Transaction history Letter to be sent while speaking to the customer, therefore complying with the ten-business day requirement of the Code of Conduct. Customers are encouraged to use 'My Account' on Synergy's website, to view their billing data and usage history.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Enquiries with the RBU team noted that during the audit period, Synergy provided customers with their billing and consumption data upon request at no charge.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
277.	Electricity Industry Act, section 82	Code of Conduct, clause 10.2(3)	A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request, or on payment of the retailer's reasonable charge for providing this data.	5	<p>Through enquiries with the RBU team, we noted upon request, Synergy will provide customers, free of charge, all available billing data over the phone, through email, by post or online. Billing data is stored within SAP CRM and on My Account. Customers are able to obtain all available billing data from the date the customer created their electricity account. The RBU Essentials Lead, Customer Success confirmed that in no circumstances would Synergy charge a customer for the provision of billing data.</p> <p>Agents will aim to provide the requested information immediately over the phone. If the customer requests consumption data in writing, the agent will trigger a Transaction history Letter to be sent while speaking to the customer, therefore complying with the ten-business day requirement of the Code of Conduct. Customers are encouraged to use 'MyAccount' on Synergy's website, to view their billing data and usage history.</p> <p>Enquiries with the RBU team noted that during the audit period, Synergy provided customers with their billing and consumption data upon request at no charge.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
278.	Electricity Industry Act, section 82	Code of Conduct, clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for 7 years.	5	<p>Through enquiries with the RBU team, we noted upon request, Synergy will provide customers, free of charge, all available billing data over the phone, through email by post or online, regardless of the requested timeframe. Billing data is stored within SAP CRM and via My Account and customers are able to obtain all available billing data from the date the customer created their electricity account. All information in SAP CRM is indefinitely maintained on the system, with protocol being to not destroy any information/data stored in SAP CRM and</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>therefore complying with the seven years requirement of the Code of Conduct.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
279.	Electricity Industry Act, section 82	Code of Conduct, clause 10.3	On request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer and the name and contact details of the organisation responsible for administering those concessions (if not the retailer).	5	<p>Through enquiries with the RBU team, and review of relevant documentation, we noted that Synergy has controls in place to ensure that residential customer's, on request, receive information on the types of concessions available and the name and contact details of the organisation responsible for administering those concessions, at no charge. Concession information is available on the Synergy Website and staff are trained to direct customers to Synergy's website, should they request information on concessions. Additionally, the Customer Service Charter and Financial Hardship Policy contain concessions information. Agents have the ability to issue a copy of either policy, at no charge, by email or post.</p> <p>Through enquiries with the RBU team, we noted that Synergy did not breach its requirement to give a residential customer on request and at no charge, information on the types of concessions available and the name and contact details of the organisation responsible for administering those concessions during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
280.	Electricity Industry Act, section 82	Code of Conduct, clause 10.3A	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.	4	<p>Through enquiries with the OGC RaC team, and review of relevant documentation, we noted that Synergy provides customers with a bill insert containing the information regarding service standard payments at least once a year. The RaC team review the content provided by RBU marketing for the bill insert each year. The RaC team provide the content to Western Power to review, and once Western Power has signed off on the content, the Marketing and Communications team will ensure the content is published with one bill cycle per reporting year.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>A Regulatory Compliance Calendar is set up to automatically prompt the RaC team to ensure there is enough time to draft, approve and distribute the standard bill insert.</p> <p>Through review Synergy's Standard Bill Insert, we noted that Synergy provided written details of its obligations to make service payments to the customer during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
281.	Electricity Industry Act, section 82	Code of Conduct, clause 10.4	On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential and review of relevant documentation, we noted that energy saving information is available, at no charge, on the Synergy website. Should Synergy receive a request for general information on cost effective and efficient ways to utilise electricity, Synergy agents will direct customers to the Synergy website.</p> <p>Additionally, agents will raise a request through SAP CRM to issue a copy to the Customer Charter to customers which contains information on energy saving information.</p> <p>Through enquires and review of the Customer Charter Brochure and Synergy Website, we noted that Synergy complied with its requirement to make available to a customer on request, and at no charge, general information on cost effective and efficient ways to utilise electricity and the typical running costs of major domestic appliances.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
282.	Electricity Industry Act, section 82	Code of Conduct, clause 10.5	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	5	<p>Through enquiries with the Essentials Lead, Customer Success – Residential and review of relevant documentation, we noted that any queries relating to the distribution of electricity are referred to Western Power. Western Power's contact details can be found on the Synergy website and are contained within the Customer Charter, which is available online or upon request.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>Additionally, Western Power's contact information and an explanation on Faults and Emergencies are published on the Synergy website.</p> <p>Through enquiries with the RBU Essentials Lead, Customer Success, we noted that Synergy complied with its obligation to provide customers with information relating to the distribution of electricity or refer the customer to the relevant distributor during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
290.	Electricity Industry Act, section 82	Code of Conduct, clause 10.9	To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	5	<p>Through enquiries with the OGC RaC team, and review of relevant documents, we noted that Synergy has controls in place to ensure all communication given to a customer is expressed in clear, simple and concise language. All documentation is circulated within Synergy and approved by relevant Subject Matter Experts and Business Areas including, Legal, Regulation and Compliance. Additionally, external legal partners are engaged to approve all relevant documentation as necessary.</p> <p>Through review of relevant documents including the customer service charter, we noted that during the audit period, Synergy provided communication to customers in clear, simple and concise language.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
291.	Electricity Industry Act, section 82	Code of Conduct, clause 10.10(1)	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	5	Through enquiries with the RBU Essentials Lead, Customer Success – Residential, we noted that Synergy has a process in place to ensure that a copy of the Code is appropriately provided to customers upon request and at no charge. Synergy staff are trained to advise customers that the Code of Conduct may be obtained on Synergy's website under the 'terms and conditions' section, or that the Code of Conduct is available for inspection at the front counter of Synergy's head office. Alternatively, if	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>requested, Synergy agents can provide the customer with a copy of the Code of Conduct by post, or PDF via email.</p> <p>Through enquiries and review of Synergy's Annual Compliance reports for 2019/2020 and 2020/2021, we noted that during the audit period Synergy advised customers how to obtain a copy of the Code of Conduct when requested.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
292.	Electricity Industry Act, section 82	Code of Conduct, clause 10.10(2)	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential, and review of Synergy's website, we noted that a copy of the Code of Conduct is available at no charge on Synergy's website under the Terms and Conditions section. Furthermore, we noted that should the Code of Conduct be updated, the OGC RaC team have a series of controls in place to ensure that the Synergy website is updated to contain the most current version of the Code of Conduct.</p> <p>Through review of Synergy's website, we noted that the current Code of Conduct is available for customers on Synergy's website at no cost.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
294.	Electricity Industry Act, section 82	Code of Conduct, clause 10.11(1)	On request and at no charge, a retailer and a distributor must make services available to a residential customer to assist the residential customer to interpret information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	4	<p>Through enquiries with the RBU team, and review of relevant documentation, we noted that should a residential customer request services to assist in interpreting information provided by Synergy, agents are able to raise a request via SAP CRM which will automatically issue the customer charter to the customers nominated address upon request and at no charge. Furthermore, the standardised customer bill design includes an important information section which provides the customer with TTY Services and Interpreter Service contact details.</p> <p>Review of the Standard Customer Bill, and the Customer Charter, noted that TTY services and Interpreter Service</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Information is contained within the Important Information section.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
295.	Electricity Industry Act, section 82	Code of Conduct, clause 10.11(2)	For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 10.11(2)(a) on its bills and bill-related information, reminder notices and disconnection warnings.	5	Through enquiries with the RBU team and review of the Disconnection reminder and warning notice as well as the standard bill, we noted that the telephone number for its TTY services, telephone for independent multi-lingual services and the telephone number for interpreter services together with the national interpreter symbol and the words "interpreter service".  Enquiries with the RBU noted that the prescribed information was included on its bills and bill-related information, reminder notices and disconnection warnings throughout the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
297.	Electricity Industry Act, section 82	Code of Conduct, clause 10.12(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	5	Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant KANA procedures, we noted that Synergy agents will provide information relating to the availability of different types of meters over the phone. Additionally, agents will direct customers to the Metering Specific FAQ section on Synergy's website which directs customers to the Western Power for further meter related enquiries.  Through enquiries with the RBU Essentials Lead, Customer Success, we noted that Synergy complied with its requirement to providing information to customers on the availability of different types of meters.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.	N/A	A	1
298.	Electricity Industry Act, section 82	Code of Conduct, clause 12.1(1)	A retailer and distributor must develop, maintain and implement an	5	Through enquiries with the RBU team and review of relevant procedures, we noted that Synergy had an internal process in place for handling complaints and	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			internal process for handling complaints and resolving disputes.		<p>resolving disputes as outlined in the supporting documents during the audit period, consisting of the following:</p> <ul style="list-style-type: none"> <li>The Complaints Resolution Policy outlines the process customers can take to lodge a complaint, as well as the life cycle and investigation process which will be undertaken by Synergy.</li> <li>KANA houses procedural documentation to guide agents in processing and flagging customer complaints in SAP CRM, as well as the escalation process for a difficult complaint.</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
299.	Electricity Industry Act, section 82	Code of Conduct, clause 12.1(2)	The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.	5	<p>Through enquiries with the RBU and review of relevant procedures, we noted that Synergy had an internal process in place for handling complaints and resolving disputes as outlined in the supporting documents during the audit period, consisting of the following:</p> <ul style="list-style-type: none"> <li>The Complaints Resolution Policy outlines the process customers can take to lodge a complaint, as well as the life cycle and investigation process which will be undertaken by Synergy.</li> <li>KANA houses procedural documentation to guide agents in processing and flagging customer complaints in SAP CRM, as well as the escalation process for a difficult complaint.</li> </ul> <p>The Complaints Resolution Policy contained the following information during the audit period:</p> <ul style="list-style-type: none"> <li>How customers can use the complaints handling process and how Synergy will handle any complaint, including response times and methods;</li> <li>The customer's right to obtain information about the outcome of the complaint;</li> </ul>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<ul style="list-style-type: none"> <li>The customer's right to have a complaint considered by a senior employee within Synergy if they are not satisfied with the manner in which the complaint is being handled;</li> <li>The customer's right to escalate their complaints to the Energy and Water Ombudsman, including provision of contact details; and</li> <li>Submission of reports to the ERA and the Electricity Ombudsman upon request.</li> </ul> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
300.	Electricity Industry Act, section 82	Code of Conduct, clause 12.1(3)	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	5	<p>Through enquiries with the RBU team and review of the General Complaints Process, we determined that Synergy would advise the customer in accordance with subclause 12.1(3). Should a customer be unsatisfied with the resolution they receive, they will be referred to a senior Synergy employee and/or provided the contact details for the Electricity Ombudsman. Once a resolution has been reached which is satisfactory to the customer, they will be informed via their preferred communication method. If the customer does not respond after three attempts, a complaints resolution letter will be sent via mail or email with the resolution detailed.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 24 breaches, where the customer was not advised in accordance with subclause 12.1(3). The breaches were a result of agent error and not following the documented process. Through enquiries with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the procedural documentation in Synergy's</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>knowledge management system (KANA). Management confirmed this was completed by the 28<sup>th</sup> of June 2021.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
301.	Electricity Industry Act, section 82	Code of Conduct, clause 12.1(4)	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	<p>Through enquiries with the RBU team and review of the General Complaints Process, we determined that Synergy would advise the customer in accordance with subclause 12.1(4). Once a customer informs Synergy of a complaint, the agent will either confirm acknowledgement over the phone immediately, or if received in writing, within ten business days. Complaints are recorded within the SAP CRM Complaints Module and monitored on a daily basis by the Complaints team to ensure tasks are completed within agreed timeframes. Once a resolution has been reached which is satisfactory to the customer, they will be informed via their preferred communication method. If the customer does not respond after three attempts, a complaints resolution letter will be sent via mail or email with the resolution detailed.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported 1 breach, where a written complaint was not acknowledged within 10 business days. The breach was a result of agent error. The actions for 2020/2021 were to provide the relevant agent feedback around workload management and the importance of escalating work when timeframes are approaching. All agents completed the annual complaints training module in 2021/2022. Management confirmed this was completed by the 3<sup>rd</sup> of July 2020.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	N/A as non-compliance was self-reported and resolved during the audit period.	B	2
302.	Electricity Industry Act, section 82	Code of Conduct, clause 12.2	A retailer must comply with any guideline developed by the ERA to	2	Through enquiries with the RBU Essentials Lead, Customer service, supplemented by walkthroughs and review of relevant documentation, we noted the	See recommendation 8/2021.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			distinguish customer queries from complaints.		<p>Identifying a Complaint document, provides a definition of a complaint, as well as clear guidance on how agents which allows agents to distinguish between a complaint and an enquiry. Agents are instructed to use the KANA Complaints / Enquiry decision tree to assist agents in identifying a complaint. Additionally, agents undertake annual complaints training modules.</p> <p>Synergy advised it managed 17,378 small use customer complaints in 2019/2020 and 18,141 in 2020/2021. In its 2019/2020 and 2020/2021 Compliance reports submitted to the ERA, Synergy self-reported 199 breaches, where customer complaints were either not recorded, or raised as queries instead of complaints. 184 breaches were a result of the agent not identifying the complaint conversation triggers thereby not identifying the customer having a complaint. 14 breaches were a result of the agent not following the documented process and raising the complaint when asked by a customer to. One breach was a result of the agent acknowledging a complaint but not following the correct procedure and lodging the complaint in the system. Through enquiries with the RBU Essentials Lead, Customer Success, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 2<sup>nd</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing was conducted, and we noted that complaints were distinguished from customer queries in line with the ERA guidelines.</p> <p>Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			
303.	Electricity Industry Act, section 82	Code of Conduct, clause 12.3	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	5	Through enquiries with the RBU team and review of the Synergy website, we noted that the Complaints Resolution Policy is readily available for customers to access. The Complaints Resolution Policy outlines the process customers can take to lodge a complaint, as well	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>as the life cycle and investigation process which will be undertaken by Synergy.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
304.	Electricity Industry Act, section 82	Code of Conduct, clause 12.4	When a retailer, distributor or electricity 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 appropriate to deal with the complaint (if known).	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted that Synergy will refer customers to Western Power for issues that it reasonably considers to be their responsibility. The Synergy and Western Power Responsibility and Western Power Call Responsibility procedural documents provide guidance to agents on circumstances in which customers should be referred to Western Power</p> <p>Enquiries with the RBU team noted that customers were referred to other entities for issues relating to them during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
305.	Electricity Industry Act, section 82	Code of Conduct, clause 13.1	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	<p>Through enquires with the RaC team and review of relevant documentation, we noted that performance reports data is generated via the SAP business intelligence (BI) reporting portal, which sources data from SAP CRM and aligns it with the performance reporting indicators designated by the ERA in the performance reporting handbook. In the event there are changes to the ERA's performance reporting handbook, the RaC team will notify the BI team to ensure that the report criteria are updated to align with the new handbook.</p> <p>We noted that Synergy has prepared the relevant regulatory reports during the audit period and were published on Synergy's website.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
306.	Electricity Industry Act, section 82	Code of Conduct, clause 13.2	The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	<p>Through enquires with the RaC team and review of relevant documentation, we noted that performance report data is generated via the SAP Business Intelligence (BI) reporting portal, which sources data from SAP CRM and aligns it with the performance reporting indicators designated by the ERA in the performance reporting handbook. In the event there are changes to the ERA's performance reporting handbook, the RaC team will notify the BI team to ensure that the report criteria are updated to align with the new handbook. The RaC team is responsible for the submission of reports to the ERA within the specified time frames. Calendar entries will be made within the Regulatory Compliance Calendar to ensure submissions are made within the specified timeframes.</p> <p>Through enquiries with the RaC team, we noted the Synergy submitted reports to the ERA within the specified timeframes, and in the matter and form specified by the ERA.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
307.	Electricity Industry Act, section 82	Code of Conduct, clause 13.3	<p>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> <li>copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and</li> <li>a copy is posted on the retailer or distributor's website.</li> </ul>	5	<p>Through enquiries with the RaC team, and review of relevant documentation, we noted that Synergy will publish information as directed by the ERA within the timeframes specified. The RaC team submit a ServiceNow ticket with the Performance Datasheets DM ID &amp; the date for which it comes into effect. T&amp;T will then process the publication to Synergy's website with the new version on this requested date. Calendar entries will be made within the Regulatory Compliance Calendar to ensure publications are made within the specified timeframes.</p> <p>We note that Synergy published its annual performance reports for the period by the date specified by the ERA.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
308.	Electricity Industry Act, section 82	Code of Conduct, clause 14.1(1)	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted Synergy will make service standard payments to customers in the event supply is not reconnected within timeframes stipulated in Part 8 of the Code of Conduct. Customers are required to submit a relevant claim form to Synergy or verbally request the payment within 3 months of initially contacting Synergy for reconnection to be eligible. Agents are trained to process service standard payments in SAP CRM, with payments credited against the corresponding SAP ISU account.</p> <p>Through examination of Synergy's Customer Code, we noted Synergy will make service standard payments of \$60 per day for the period that electricity remains disconnected up to a maximum of \$300 and therefore complying with the requirement as stipulated in Clause 14.1 of the Code of Conduct.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
310.	Electricity Industry Act, section 82	Code of Conduct, clause 14.2(1)	<p>Subject to clause 14.6, retailer must pay the specified compensation to a customer if:</p> <ul style="list-style-type: none"> <li>it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or</li> <li>arranges for disconnection or disconnects the customer for failure to pay a bill in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill.</li> </ul>	5	<p>Through enquiries with the RBU team and review of relevant documentation, we noted Synergy will make service standard payments to customers in the event that a customer's energy supply is wrongfully disconnected contrary to part 7 of the code of conduct. Agents are trained to process service standard payments in SAP CRM, with payments credited against the corresponding SP ISU account.</p> <p>Through examination of Synergy's Customer Code, we noted Synergy will make service standard payments of \$100 per day for the period that electricity remains disconnected with no limits on this payment and therefore complying with the requirement as stipulated in Clause 14.2 of the Code of Conduct.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
312.	Electricity Industry Act, section 82	Code of Conduct, clause 14.3(1)	Subject to clause 14.6, a retailer must pay the customer \$20 if the retailer has failed to acknowledge or respond	5	Through enquiries with the RBU team and review of relevant documentation, we noted Synergy will make service standard payments to customers in the event that Synergy fails to acknowledge or respond to a complaint	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			to a complaint within subclause 12.1(4).		<p>within the timeframes stipulated in subclause 12.1(4). Agents are trained to process service standard payments in SAP CRM, with payments credited against the corresponding SP ISU account.</p> <p>Through examination of Synergy's Customer Code, we noted Synergy will make a service standard payment of \$20 if Synergy fails to acknowledge a complaint within 5 business days or respond to a complaint within 20 business days and therefore complying with the requirement as stipulated in Clause 14.3 of the Code of Conduct.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
315.	Electricity Industry Act, section 82	Code of Conduct, clause 14.7(1)	A retailer that is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1).	5	<p>Through enquiries and process walkthroughs with the RBU team, we noted Synergy will make service payments via the following methods:</p> <ul style="list-style-type: none"> <li>• Crediting the customer's account balance;</li> <li>• Cheque; or</li> <li>• EFT payment.</li> </ul> <p>Service standard payments made to customers are credited to the customer's account by default unless the customer requests direct payment.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
324.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	5	Through enquiries with the RBU Essentials Lead, Customer Success, and review of relevant documentation, we noted that should Synergy become aware of a metering installation becoming subject to a bi-directional electricity flow, a relevant Service Notification (SN) would be raised via SAP CRM, and sent automatically to Western Power via the Energy Data Exchange (EDE) within the prescribed time-frames. The EDE team manually monitor the transfer of data to Western Power by verifying the delivery status of the service notification and recipient acknowledgement. Furthermore, we noted that it is highly unlikely that Synergy would become aware of a metering	N/A	A	N/R

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>installation becoming subject to a bi-directional flow prior to Western Power becoming aware.</p> <p>Through enquiries, we noted that Synergy did not become aware of a metering installation becoming subject to a bi-directional electricity flow during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
339.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 3.11(3)	<p>A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.</p> <p>A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.</p>	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success, and the T&amp;T Compliance Analyst and review of relevant documentation, we noted that should Synergy become aware of an outage or malfunction of a metering installation, Synergy will raise a service notification via SAP CRM, which are sent automatically to Western Power via the EDE.</p> <p>Through enquiries, we noted that Synergy did not become aware of an outage or malfunction of a metering installation during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
354.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 3.18(1)	The metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements if the Electricity Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract and in circumstances when, immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract.	5	<p>Through enquiries with the Customer Essentials Lead, and review of relevant documentation, we noted that Synergy ensures that all new contestable customers have interval meters installed. There are a number of contestable customers that are on accumulations meters, however they are under a grandfathered agreement.</p> <p>We noted that during the audit period, metering installations for connection points complied with the prescribed wholesale market metering installation requirements.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
371.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	<p>Through discussion with the RBU Customer Fulfilment team leader, review of Billing Services Business Rules and Raising MDV's Back Office standard operating procedure, we noted that when there is a discrepancy with the energy data for the metering point, Synergy will process a market transaction to request Western Power to verify the meter reading. Different requests are raised depending on if the meter data verification is deemed high, low or there was a missing reading.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
372.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	<p>Through enquiries with the T&amp;T Compliance Analyst and examination of the EDE Monitoring Process, we noted that Synergy will notify Western Power of potential errors in Standing Data via various monitoring conducted by the business, including:</p> <ul style="list-style-type: none"> <li>Monitoring of successful transfer of data from Western Power to Synergy by verifying the delivery status and recipient acknowledgement; and</li> <li>Business Process Exception Management (BPEMs) are generated when data received from Western Power does not match data currently held by Synergy and the revised data fails to update automatically.</li> </ul> <p>These will be monitored by the RBU team and Enquiries with the RBU team noted that during the audit period, there were no instances where Synergy knowingly permitted the registry to be materially inaccurate.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
373.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or inaccuracy in, an item of standing data in the registry, then it	4	<p>Through enquiries with the T&amp;T Compliance Analyst and examination of the EDE Monitoring Process, we noted that Synergy will notify Western Power of potential errors in Standing Data via various monitoring conducted by the business, including:</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.		<ul style="list-style-type: none"> <li>Monitoring of successful transfer of data from Western Power to Synergy by verifying the delivery status and recipient acknowledgement; and</li> <li>Business Process Exception Management (BPEMs) are generated when data received from Western Power does not match data currently held by Synergy and the revised data fails to update automatically.</li> </ul> <p>These will be monitored by the RBU team and Enquiries with the RBU team noted that during the audit period, there were no instances where Synergy became aware of a change to or inaccuracy in an item of standing data.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
388.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	5	<p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential, and review of relevant documentation, we noted that Synergy proactively assists Western Power in organising meter readings as required under subclause 5.4(1) by automatically inserting a bill message to customers when they are being billed for the third, fourth and fifth estimated reading within a 12 month period, to prompt the customer to contact Western Power to arrange access to the meter or obtain a meter reading.</p> <p>Through enquiries with the RBU Essentials Lead, Customer Success – Residential, we noted that Synergy had not received a request to assist Western Power to comply with Western Power's obligations under subclause 5.4(1) during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
402.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data	5	Through enquiries with the RBU team, and review of the Automated Billing Process, we noted that Synergy's billing process is automated, and SAP ISU will only bill a	N/A as non-compliance was self-reported and	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
			to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.		<p>customer based on estimated or actual meter readings supplied by Western Power through the Meter Data Hub (MDH). This is displayed on the customer's bill, and the relevant standing data and energy data (as detailed in clause 4.5 of the Code of Conduct for Small Use Customers) is also provided on the bill.</p> <p>In its 2019/2020 Compliance Report submitted to the ERA, Synergy self-reported one breach whereby a customer was overcharged on 25 bills due to an incorrect SAP CRM system configuration which resulted in an erroneous multiplier to the customer's consumption data. Through discussion with the RBU team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period.</p> <p>Enquiries with the RBU team note that during the audit period, Synergy provided customers with their standing data for the purposes of billing.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>	resolved during the audit period.		
405.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	5	<p>Through enquiries with the RBU team , and review of relevant documentation, we noted that should Synergy become aware of a change in the energisation of a metering point, Synergy will raise a Service Notification via SAP CRM which is sent to Western Power automatically via the EDE within the prescribed time-frames.</p> <p>Additionally, should Synergy receive communication from a customer advising that their power is disconnected and the agent can see no evidence for the customers non-power from a Synergy standpoint, the agent deems that there may be a power outage or fault at the property and will either transfer the customer to Western Power or instruct the customer to either call Western Power to report the outage.</p> <p>Through enquiries, we noted that there were no instances where Synergy did not communicate to Western Power any information regarding a change in the energisation status of a metering point.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
406.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	5	<p>Through enquiries with the, and review of relevant documentation we noted that should Western Power request Synergy to collect information from customers, Synergy will ensure that within SAP CRM and MyAccount, these fields are marked as mandatory fields. Synergy agents are unable to complete an account creation unless all mandatory fields have been completed. Alternatively, customers can update their account information through their 'MyAccount' account. Synergy's systems are integrated to ensure the customer's attributes are automatically updated within SAP ISU either when an agent updates the customer details within SAP CRM, or the customer updates their details online through their MyAccount.</p> <p>Through enquiries with the Networks Regulation and Compliance Manager, we noted that Synergy did not receive any requests from the network operator to collect information from customers during the audit period. Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
407.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	3	Through enquiries with the RBU, T&T and OGC RaC teams, supplemented with walkthroughs and review of relevant documentation, we noted that the SAP CRM system is developed to contain mandatory fields which require input prior to any customer account being created. Synergy agents are unable to complete an account creation unless all mandatory fields have been completed. Alternatively, customers can update their account information through their 'MyAccount' account. Synergy's systems are integrated to ensure the customer's attributes are automatically updated within SAP ISU either when an agent updates the customers details within SAP CRM, or the customer updates their details online through MyAccount. Additionally, a T&T Application Support team member monitors and reviews the daily	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>exceptions report which identifies customer data errors between SAP CRM and SAP ISU. These errors are resolved on a daily basis to ensure there is no impact to the customer and data is aligned between both SAP systems.</p> <p>Through enquiries with the RaC team, we noted that Synergy did not breach its obligation to collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.</p> <p>Based on enquiries, document examination, and walkthroughs, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
408.	Electricity Industry Act, section 82	Electricity Industry Metering Code, clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	2	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams,, supplemented with walkthroughs and review of relevant documentation, we noted that when an update is made to a customer attribute within the SAP CRM system, the system will automatically trigger the information to be sent as a Customer Details Notification (CDN) via the EDE to Western Power. CDN transactions are processed daily as part of Synergy's daily batch process. The Application Support team monitors the daily batch process to ensure successful completion of batch jobs within agreed business thresholds.</p> <p>Synergy advised it processed 579,853 CDNs within regulatory timeframes during 2020/21. In its 2019/2020 and 2020/2021 Compliance Reports submitted to the ERA, Synergy self-reported 569 breaches where the CDNs were not sent to Western Power within one business day of Synergy becoming aware of a change in the customer's details. Through enquiries with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were proposed to be completed by the 5<sup>th</sup> of July 2021 with details noted as a recommendation in this report.</p> <p>Sample testing of changes in customer attributes noted that Synergy notified Western Power of the changes in customer attributes within the prescribed timeframes.</p>	See recommendation 9/2021.	B	2



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries, document examination, walkthroughs, and sample testing, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.			
410.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Synergy's system allows Western Power to be notified of any changes to customer attributes except in relation to Standing Data provided by Western Power.</p> <p>Through enquiries, we noted that Synergy did not breach its requirement to use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
416.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user, or the Code participant is the IMO.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, we noted that Synergy has automatic system configurations in place to ensure that Synergy does not request a test or audit under subclause 5.21(1). Synergy's SAP CRM system does not allow any meter test/audit service requests to be created when Synergy is not the Financially Responsible Market Participant in relation to the connection point and metering point. Should Synergy request a test and/or audit, they will do this through a Communication Rules Transaction as per the Model SLA.</p> <p>Through enquiries with the T&amp;T Compliance Analyst, we noted that Synergy requested a test or audit under subclause 5.21(1), however they were a user and the test and audit related to a time or times at which Synergy was the current user.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
417.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, we noted that Synergy has automatic system configurations in place to ensure that Synergy does not request a test or audit under subclause 5.21(1) unless they are the user of the network. Synergy's SAP CRM system does not allow any meter verification process to be created when Synergy is not the Financially Responsible Metering Point, meaning an access arrangement must be in place with the distributor.</p> <p>Through enquiries with the T&amp;T Compliance Analyst, we noted that Synergy did not request a test or audit under subclause 5.21(1) that was inconsistent with any access arrangement or agreement.</p> <p>Based on enquiries and examination of documentation, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
435.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 5.27	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Western Power may request customer attributes via the Communication Rules using a Customer Details Request (CDR). When Synergy receives a CDR, Synergy will raise a CDN via SAP ISU and customer attributes will be sent automatically to Western Power via EDE within prescribed timeframes.</p> <p>Through enquiries, we noted that Synergy did not breach its requirement to provide Western Power with customer attribute data within 2 business days of receiving the request.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
448.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission	Electricity Industry Metering Code, clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, we noted that Synergy's systems and procedures are designed consistent with the Communication Rules (Build Pack) and comply with the rules, procedures, agreements and criteria prescribed under subclause 6.1(2)</p> <p>Through enquiries, we noted that during the audit period there were no instances where Synergy was not</p>	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Licence, condition 4.1.1				<p>compliant with the rules, procedures, agreements and criteria prescribed under subclause 6.1(2)</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
451.	Distribution Licence, condition 4.1.1 Generation Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Retail Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Synergy is able to receive a notice by post, facsimile and electronic communication. Synergy's ETAC agreement contains a listing of authorised officers who advise WP of any changes. Additionally, Western Power's contact details, including telephone number, are made available on its website.</p> <p>Through enquiries with the RaC team, we noted that Synergy used reasonable endeavours to ensure that they can be contacted by post, facsimile and electronic communication.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
453.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Synergy is aware of its obligation to notify the network operator of its contacts details within three business days after receiving a request. Synergy's ETAC agreement contains a listing of the authorised officers who are designated to advise Western Power of Synergy's contact details if requested within the prescribed time frames.</p> <p>Through enquiries with the RaC team, we noted that Synergy did not receive a request by a network operator to notify them of Synergy's contact details during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
454.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	5	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Synergy is aware of its obligation to notify the network operator of any changes to Synergy's contact details. Synergy's ETAC agreement contains a listing of the authorised officers who are designated to advise Western Power of any changes to Synergy's contact details within the prescribed time frames.</p> <p>Through enquiries with the OGC RaC team, we noted that Synergy did not change any of its contact details during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>	N/A	A	NR
455.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	4	<p>Through enquiries with the RBU, T&amp;T and OGC RaC teams, and review of relevant documentation, we noted that Synergy has controls in place to ensure it does not disclose confidential information. Confidential information is only shared with the authorised contact person of the account, as nominated on the Authorised Representative Declaration. Additionally, all Synergy employees are required to complete annual privacy training. In addition to Corporate training there is training that is specific to the Retail Business Unit and all agents are required to sign a confidentiality agreement during induction. Agents also complete Metering Code Training. All confidential information is stored within the DM system which has restricted access to authorised individuals.</p> <p>Through enquiries, we noted that Synergy did not disclose confidential information provided to it under or in connection with the code, and only reproduced confidential information for the purpose for which it was disclosed during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
456.	Distribution Licence, condition 4.1.1	Electricity Industry Metering Code, clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential	5	Through enquiries with the RBU, T&T and OGC RaC teams, and review of relevant documentation, we noted that Synergy agents undertake, metering code training and	N/A	A	1

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1		information that is required to be disclosed by the Code.		code of conduct training, coupled with annual privacy training, to ensure they understand the requirements of confidential information disclosure. The KANA Documentation – Retrieving Evidence of 3 Point ID Check procedure, instructs Synergy agents to perform and review a 3-point ID check before disclosing confidential information to customers. In addition, Synergy must disclose the confidential information required under clause 5.17.  Through enquiries, we noted that Synergy disclosed confidential information that is required to be disclosed by the code, during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.			
457.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	5	Through enquiries with the RBU, T&T and OGC RaC teams, and review of relevant documentation, including the Western Power Relationship Governance Model, we noted that Synergy has a defined Governance Structure model which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the OGC RaC team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
458.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.		Through enquiries with the RBU, T&T and OGC RaC teams, and review of relevant documentation, including the Western Power Relationship Governance Model, we noted that Synergy has a framework which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the OGC RaC team and RBU team, we noted that Synergy has not been involved in any disputes during the audit period.	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.			
459.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	5	Through enquiries with RBU, T&T and OGC RaC teams, and review of relevant documents including the Western Power Relationship Governance Model, we noted that Synergy has a framework which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the OGC RaC team and RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
460.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry Metering Code, clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	5	Through enquiries with the RBU, T&T and OGC RaC teams, and review of relevant documents including the Western Power Relationship Governance Model, we noted that Synergy has a framework which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.  Through enquiries with the OGC RaC team and RBU team, we noted that Synergy has not been involved in any disputes during the audit period.  Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.	N/A	A	NR
461.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission	Electricity Industry Metering Code, clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	5	Through enquiries with the RBU, T&T and OGC RaC teams, and review of relevant documents including the Western Power Relationship Governance Model, we noted that Synergy has a framework which defines the escalation path of disputes, including the frequency of meetings, purpose of meetings, and attendees.	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Licence, condition 4.1.1				<p>Through enquiries with the OGC RaC team and RBU team, we noted that Synergy has not been involved in any disputes during the audit period.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
486.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry (Licence Conditions) Regulations, regulation 8	The licensee must submit to the Coordinator a draft renewable source electricity contract by the time specified in the Act or by the Coordinator.	4	<p>Through enquiries with OGC RaC team and RBU team, and review of relevant documentation, we noted that a proposal was originally submitted to the coordinator in 2005 and has been approved as per the requirements of this obligation.</p> <p>There were no directions to submit amendments, nor approved changes to the Renewal Energy Buyback Scheme (REBS) contract during the audit period by the Coordinator of Energy (COE). However, there was Ministerial Direction to support the implementation of Distributed Energy Buyback Scheme (DEBS) by providing for the grandfathering of existing REBS customers and other related matters. As a result, a revised REBS contract was drafted and sent to the COE for their approval on 28/08/20. Approval was granted of the amended contract on 31/08/20 by the COE. We reviewed the response from the COE from August 2020, where the COE approved the proposed amended REBS contract given the introduction of DEBS via the Amendment Regulations 2020.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
487.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry (Licence Conditions) Regulations, regulation 8	The licensee must comply with a direction by the Coordinator to submit an amendment to the renewable source electricity contract by the time specified.	4	<p>Through enquiries with the OGC RaC team, review of RaC Operations Guideline and Synergy's website, we noted that the COE did not issue any directions to submit amendments or approve any changes to the REBS contract during the audit period.</p> <p>Synergy offers to purchase renewable sources of electricity from a customer under an approved renewable source electricity contract and information about REBS has been made accessible to customers through their agents and the website page: Help &amp; advice – Synergy.</p> <p>There were no directions to submit amendments, nor approved changes to the REBS contract during the audit</p>	N/A	A	NR

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>period by the COE. However, there was a Ministerial Direction to support the implementation of the Distributed Energy Buyback Scheme (DEBS) by providing for the grandfathering of existing REBS customers and other related matters. As a result, a revised REBS contract was drafted and sent to the COE for her approval on 28/08/20. Approval was granted of the amended contract on 31/08/20.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, however no relevant activity occurred during the audit period, therefore the obligation is not rated.</p>			
488.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry (Licence Conditions) Regulations, regulation 6	The licensee must offer to purchase renewable source electricity from a renewable source electricity customer under an approved renewable source electricity contract.	4	<p>Through enquiries with the OGC RaC team, review of Regulation and Compliance Operations Guideline and Synergy's website, we noted that Synergy offers to purchase renewable sources of electricity from a customer under its REBS and DEBS contracts which are approved renewable source electricity contracts. Synergy has made information about REBS accessible to customers through their agents and the website:</p> <ul style="list-style-type: none"> <li>REBS: <a href="https://www.synergy.net.au/UtilityLinks/Terms-and-conditions">https://www.synergy.net.au/UtilityLinks/Terms-and-conditions</a></li> <li>DEBS: <a href="https://www.synergy.net.au/-/media/Files/PDF-">https://www.synergy.net.au/-/media/Files/PDF-</a></li> </ul> <p>For the approved changes to DEBS it was noted that DEBS was launched by the State Government on 31/08/2020 with DEBS buyback rates prices announced to be effective from 6 November 2020.</p> <p>During the audit period there were no customers who requested to sell renewable source electricity that were not offered a REBS or DEBS contract as applicable.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>	N/A	A	1
489.	Distribution Licence, condition 4.1.1 Integrated Regional	Electricity Industry (Licence Conditions) Regulations, regulation 7	The licensee must submit to the Coordinator a written report detailing the amount of renewable source electricity purchased by the licensee and the cost of purchasing that	5	<p>Through enquiries with Synergy OGC RaC team and review of relevant documentation, we noted that the OGC RaC team is responsible for reporting annually to the Coordinator of Energy the value of energy purchased through the REBS.</p>	N/A	A	1



Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
	Licence, condition 4.1.1 Transmission Licence, condition 4.1.1		renewable source electricity as soon as practicable at the end of each financial year.		<p>The value of energy purchased through the REBS will be determined through Retail Business Unit's (RBU's) business intelligence (BI) reporting system. To ensure that Synergy meets this obligation, there are events in the Empower regulatory calendar which will automatically prompt the Regulatory and Compliance team to prepare and submit a written report.</p> <p>The annual REBS return submitted for 2019/2020 and 2020/2021 to the Coordinator were reviewed, and it was noted that during the audit period, Synergy submitted annual reports to the Coordinator with the value of energy purchased through REBS in the timeframe required under regulation 7.</p> <p>Based on enquiries and document examination, it was concluded that there were adequate controls with no improvement needed, and Synergy has complied with the obligation during the audit period.</p>			
496.	Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1	Electricity Industry (Customer Contracts) Regulations, regulation 40	Subject to specified exceptions, the licensee must offer to supply electricity under a standard form contract to a customer who requests it.	5	<p>Through enquiries with the RBU and OGC RaC teams and review of the Move in Guided Process Landing Page, we noted that Synergy offers electricity through an SFC to customers upon request. SFCs are offered and set up via the Move in Guided process.</p> <p>When offering SFCs, Synergy informs contestable customers of the option of an SFC before entering an NSC and through their agents or website publications, informs customers about the differences between an SFC and an NSC.</p> <p>In its 2019/2020 and 2020/2021 Compliance Report submitted to the ERA, Synergy self-reported five breaches of not offering electricity supply on an SFC, with these customers not having a contract opened when requested. The reason for the breach on one occasion was due to the agent not following the backdated move in process, declining to establish an account when a customer would not accept lost consumption at the premises. On two occasions, agents declined to establish a new contract due to an existing contract at the premises. The customer advised that the previous occupant had moved out, however the agent did not open the new account. Through discussion with the OGC RaC team, we noted that all action plans for 2019/2020 were implemented and addressed during the audit period. The actions for 2020/2021 were to provide staff with feedback, followed by targeted coaching relating to the breach, with this feedback retained in Empower. Additionally, the</p>	N/A as non-compliance was raised in the compliance report and resolved during the audit period.	B	2

Ref. No.	Licence Condition	Licence Obligation	Description	Audit priority	Observation	Recommendation	Control Rating	Compliance Rating
					<p>procedural documentation in Synergy's knowledge management system (KANA) was reviewed. Management confirmed this was completed by the 9<sup>th</sup> of November 2020.</p> <p>Based on enquiries and document examination, it was concluded that there were generally adequate controls with improvement needed and Synergy was non-compliant with the obligation during the audit period, resulting in a minor impact on customers or third parties.</p>			

# Appendix 1

## Licensee's representatives who participated in the audit

The table below outlines key personnel who were involved in discussions and contributed to the findings detailed in this Audit Report.

#	Name	Title
1	Simon Thackray	Manager Regulation and Compliance, OGC
2	Karthi Mahalingham	Networks Regulation and Compliance Manager, OGC
3	Catherine Lennon	Senior Compliance and Privacy Officer, OGC
4	Aroha Rongo	Essentials Lead, RBU
5	Cameron Brown	Compliance Analyst, T&T
6	Adam Graves	Compliance Officer, OGC
7	Shenae Box	Credit Officer, RBU
8	Christine Ellis	Life Support Subject Matter Expert, RBU
9	Lori Barrowman	Compliance Officer, Retail Operations
10	Christopher Humphry	Team Leader, Financial Hardship
11	Tom Harding	Senior Systems Analyst, T&T
12	Jimmy Goda	Applications Support Officer, T&T
13	Manas Kumar	SAP CRM Functional Consultant, T&T
14	Paul Writer	Senior System Analyst, T&T
15	Alex Astone	Hardship Lead, RBU
16	Jonathon Le Corre	Value Owner, RBU

# Appendix 2

## Key Documentation and information sources

The table below outlines all documents used in this Audit Report.

#	Name
1	Electricity Compliance Reporting Manual July 2018
2	Electricity Compliance Reporting Manual June 2020
3	Electricity Industry (Customer Transfer) Code 2016
4	Electricity Industry (Obligation to Connect) Regulations 2005
5	Electricity Industry (Licence Conditions) Regulations 2005
6	Electricity Industry (Customer Contracts) Regulations 2005
7	Electricity Industry (Code of Conduct) Regulations 2005
8	Electricity Industry (Ombudsman Scheme) Regulations 2005
9	Electricity Industry (Metering) Code 2012
10	Electricity Industry Act 2004
11	Electricity Retail Licence ERL1 (Synergy)
12	Code of Conduct for the Supply of Electricity to Small Use Customers 2018
13	Economic Regulation Authority (Licensing Funding) Regulations 2014
14	Electricity Retail Licence Performance Reporting Handbook 2019
15	Financial Hardship Assessment tool
16	HUGS Guidelines
17	2019/2020 Synergy Annual Compliance Report
18	2020/2021 DRAFT Synergy Annual Compliance Report
19	Synergy 2019/2020 Financial Report
20	Guideline Easements, Restrictive Covenants and Powers to Access Land June 2015
21	Synergy's Breach Register
22	ERA 2019 Electricity Retail Licence Performance Reporting Datasheets
23	Synergy Standard Form Contract
24	Definitions of Financial Hardship
25	Debt Waiver Guideline Process
26	Western Power Relationship Governance Model
27	ERA Customer Complaint Guidelines – December 2016
28	Ombudsman Complaints Report
29	Synergy Complaints Overview
30	AS.NZS 10002.2014
31	Synergy Code of Conduct
32	Synergy Customer Charter

33	Financial Hardship Process Map
34	Financial Hardship Procedure
35	Synergy Welcome Letter
36	Financial Hardship Policy
37	Customer Service Policy
38	Pre-Payment Work Instructions
39	Synergy Billing Overview
40	Synergy Standard Billing Template
41	Payment Arrangement letter
42	Estimated Bill Template
43	Connection Application Form
44	REBS Landing Page Help & Advice – Synergy
45	REBS Terms and Conditions
46	Crisis and Emergency Management Plan
47	Synergy Supply Extension Policy
48	Synergy’s New Connections Exceeding 20 Days Flow Map
49	Code of Conduct May 2021
50	Authorised Rep Declaration
51	Synergy Authorised Officer Listing
52	Synergy Application Guide
53	Create a Service Notification
54	Damaged or Faulty Meters
55	Changing The Bill Delivery Method (Shipping Control)
56	Disability Access Plan
57	Adding a Concession Card for Account Holder or Third Party
58	Entitlements and Eligibility for Concessions
59	Samples selected from Empower and SAP
60	Churn In Process
61	CRM Customer Complaint Form
62	Unbilled Standard Operating Procedure
63	Implausible Rebill Guide
64	Unbilled Report
65	Mailing address and Contact details
66	Update Mailing Address and Contact Details
67	Transferring Debts to Active Accounts
68	Debt transfer Standard Operating Procedure
69	Billing Services Business Rules
70	PWB Framework Billing Style Sheet Mapping Definition
71	Bill Explainer
72	Meter Data Verify Letter
73	Rebill Letter
74	Product Tariff Eligibility Conditions
75	Move out Guided Process Landing Page
76	Transferring Credits Between Accounts

77	Electronic Refund Process
78	Transferring Debts to Active Accounts
79	High Accounts Residential Customers Landing Page
80	Bill Review Actual Reads
81	Business Process Exception Management (BPEM) Standard Operating Procedure
82	Raising MDV's Back Office Standard Operating Procedure
83	Bills Not Received or Missing Bill Procedure
84	Payment Arrangement Dashboard
85	Refund Types & Business Rules Procedure
86	Automatic Direct Debit Confirmation
87	Direct Debit with Instalments - Functional Design
88	Update Mailing Address and Contact Details Procedure
89	Financial Hardship (FH) Account Class Procedure
90	Miscellaneous Credits guideline
91	Move Out Declarations Procedure
92	Move in Guided Process Page
93	Collections Strategy
94	Disconnection Standard Operating Procedure
95	Reconnection Criteria and Service Level Agreement
96	Urgent Reconnection – Agent Process
97	Team Leader Customer Support Procedure
98	How to order a brochure, form or standard letter
99	Standard Letter Matrix
100	Disconnection warning notice
101	Disconnection Reminder notice
102	Complaints Resolution Policy
103	Identifying a Complaint Procedure
104	Creating a Complaint Procedure
105	General Complaints Process
106	Communication rules
107	Regulation and Compliance Operations Guideline 2021
108	2020 ERL1 Performance Audit Report
109	Keeping Connected Program
110	Service standard insert in bill
111	Promise to Pay Instalment Plan
112	Life Support Process
113	Life Support Risk Assessment SOP
114	Life Support Landing Page
115	Life Support Application Form
116	Customer Transfer Consent Form
117	Written Consent Form
118	Verifiable Consent Script
119	Verbal Contracts
120	Authorised Representative Declaration

121	Erroneous Churn (Electricity) Procedure
122	WP Metering Invoice Reconciliation Process
123	Western Power Governance Structure Model
124	Business Terms & Conditions
125	PowerBank – Synergy Battery Smart Plan
126	Synergy Off Peak Saver Terms and Conditions
127	Renew Nexus Plan – Non-Standard Terms & Conditions
128	Vacant Site Management Process
129	Non-Application Letters
130	Move in Declaration
131	SAP CRM Complaints Module
132	New Connections Process

# Appendix 3

## Summary of tables

- Table 1: Compliance Risks..... 13
- Table 2: Consequence Rating..... 14
- Table 3: Likelihood Rating..... 14
- Table 4: Inherent Risk Rating - Consequence ..... 15
- Table 5: Inherent Risk Rating..... 15
- Table 6: Adequacy Rating ..... 15
- Table 7: Audit Priority ..... 15
- Table 8: Risk Assessment Outcomes ..... 16
- Table 9: Audit Priority by Obligation ..... 16
- Table 10: Nature of Testing and Sample Size..... 16
- Table 11: Compliance and Controls Rating Scales ..... 17
- Table 12: Audit Members and Hours ..... 17
- Table 13: Compliance Profile..... 20
- Table 14: Current Audit Non-Compliances and Recommendations..... 20





## Contact us

**Travis McAuliffe**

**Partner**

(08) 9263 7271

[tmcauliffe@kpmg.com.au](mailto:tmcauliffe@kpmg.com.au)

**Irfan Khandwalla**

**Associate Director**

(08) 9263 7333

[ikhandwalla@kpmg.com.au](mailto:ikhandwalla@kpmg.com.au)

[kpmg.com.au](http://kpmg.com.au)

The information contained in this document is of a general nature and is not intended to address the objectives, financial situation or needs of any particular individual or entity. It is provided for information purposes only and does not constitute, nor should it be regarded in any manner whatsoever, as advice and is not intended to influence a person in making a decision, including, if applicable, in relation to any financial product or an interest in a financial product. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

To the extent permissible by law, KPMG and its associated entities shall not be liable for any errors, omissions, defects or misrepresentations in the information or for any loss or damage suffered by persons who use or rely on such information (including for reasons of negligence, negligent misstatement or otherwise).

©2021 KPMG, an Australian partnership and a member firm of the KPMG global organisation of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved. The KPMG name and logo are trademarks used under license by the independent member firms of the KPMG global organisation.

Liability limited by a scheme approved under Professional Standards Legislation.