

# **Origin Energy Retail Limited**

## **Economic Regulation Authority**

### **Performance Audit – Western Australia Gas Trading Licence (GTL13)**

**November 2022**

**Final Audit Report**

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## 1. Executive Summary

### 1.1 Introduction and background

Origin Energy Retail Limited (Origin or the Licensee) currently holds a Gas Retail Licence (GTL13) issued by the Economic Regulation Authority (ERA or the Authority) under sections 11ZA of the Energy Coordination Act of 1994 (the Act) WA. During the audit period, the principal activity of Origin in Western Australia was the supply of gas to Residential and Business customers.

Under the Energy Coordination Act of 1994 (the Act) WA section 11ZA of the Act 1994 Origin is required to provide to the Authority a Performance Audit of the Gas Retail Licence (GTL13). The audit is to be conducted by an independent auditor approved to the Authority. Under the conditions of the licence, Origin must, unless otherwise notified by the ERA, conduct an independent performance audit. The performance audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the licence.

Protiviti has been engaged by Origin in accordance with a notice of requirement to provide a report to the Economic Regulation Authority WA (ERA WA) on the performance audit (the audit) of their Gas Trading Licence (GTL13). The audit is performed in accordance with the Authority's "Audit and review Guidelines: Electricity and Gas Licences (March 2019)" (the Guidelines) for the period 1 June 2019 to 31 May 2022. The Authority approved Protiviti to undertake the audit on 13 May 2022. The audit covers the scope areas in the Performance Audit Plan approved by the Authority on 29 June 2022.

### 1.2 Scope & Objective

As described in our engagement letter with Origin, dated 28 July 2022, we have conducted a reasonable assurance audit to state whether, in our opinion, based on our procedures, Origin has complied, in all material respects, with the conditions of its Licence as outlined in the approved Audit Plan (dated 29 June 2022) during the period 1 June 2019 to 31 May 2022.

The audit has been conducted as a "Reasonable Assurance Engagement" in accordance with Standard on Assurance Engagement ASAE3100 *Compliance Engagements*, issued by the Australian Auditing and Assurance Standards Board and provides reasonable assurance as defined in ASAE 3100.

The objective of the audit is to confirm compliance with licence compliance requirements as specified in the 2020 ERA WA Gas Compliance Reporting Manual. The audit period included a period prior to the release of the 2020 ERA WA Compliance Reporting Manual, as a result, the 2017 Reporting Manual has been referred for the period prior to 1 June 2020. (i.e., 1 June 2019 to 31 May 2020).

Further, per Section 1.6.3 of the guidelines, the authority identified areas of special focus for the audit, specifically, examining Origin's hardship policies and processes for the Western Australian market and to determine if customers were affected by matters raised in the AER's proceedings against Origin in the Federal Court. Accordingly, an additional audit objective was to review the effectiveness of the processes Origin have in place to assist customers experiencing payment difficulties and financial hardship.

### 1.3 Approach

Our approach for this audit involved the following activities. These activities as identified within the approved Performance Audit Plan, were undertaken between 30 June and 16 August 2022:

- Utilising the ERA's Audit and Review Guidelines: Electricity and Gas Licences (dated March 2019) developed a risk assessment applying audit priority ratings;
- Planning processes included discussions with key Origin personnel and the review of applicable documents to support the assessment of control design;
- Developed an audit plan for approval by the ERA and an associated work program;
- Interviews with a range of relevant Origin staff to gain understanding of process controls (see Appendix A for a listing of personnel interviewed during the audit);
- Reviewed relevant documentations and walked through processes and controls to assess overall compliance and effectiveness in accordance with Licence Obligations (see Appendix B for list of key documents and information examined during the course of the audit);

- Sample tested obligations in line with the audit plan, priority rating and where there was relevant activity and determine whether transactions complied with the requirements of the obligation; and
- Reporting of findings to Origin for review and response.

#### 1.4 Deviations from the audit plan

There have been no deviations made from the audit plan previously approved by the ERA on 29 June 2022.

#### 1.5 Summary of results

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

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

**Table 1: Control adequacy and compliance rating scale**

Controls rating		Compliance rating	
Rating	Description	Rating	Description
<b>A</b>	Adequate controls – no improvement needed	<b>1</b>	Compliant
<b>B</b>	Generally adequate controls – improvement needed	<b>2</b>	Non-compliant – minor effect on customers or third parties
<b>C</b>	Inadequate controls – significant improvement required	<b>3</b>	Non-compliant – moderate effect on customers or third parties
<b>D</b>	No controls evident	<b>4</b>	Non-compliant – major effect on customers or third parties
<b>N/P</b>	Not performed – A control rating was not required	<b>N/R</b>	Not rated – no activity took place during the audit period

Table 2 and 3 provide details for summary of control adequacy and compliance ratings scales. The rating scales are defined by the Guidelines.

**Table 2: Summary of finding, by audit priority and control ratings**

Audit Priority	Control rating					Total
	A	B	C	D	N/P <sup>1</sup>	
<b>Priority 1</b>	-	-	-	-	-	-
<b>Priority 2</b>	20	2	3	-	3	<b>28</b>
<b>Priority 3</b>	-	-	-	-	-	-
<b>Priority 4</b>	2	2	1	-	57	<b>62</b>
<b>Priority 5</b>	2	7	2	-	139	<b>150</b>
<b>Total</b>	<b>24</b>	<b>11</b>	<b>6</b>	<b>-</b>	<b>199</b>	<b>240</b>

<sup>1</sup> Refers to the obligations for which a controls assessment was not required to be performed, i.e., obligations with an audit priority 4 and 5, and a compliance rating of 1, or which were not rateable

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

Audit Priority	Compliance rating					Total
	1	2	3	4	N/R	
Priority 1	-	-	-	-	-	-
Priority 2	15	2	3	-	8	28
Priority 3	-	-	-	-	-	-
Priority 4	43	2	1	-	16	62
Priority 5	114	5	-	-	31	150
<b>Total</b>	<b>172</b>	<b>9</b>	<b>4</b>	<b>-</b>	<b>55</b>	<b>240</b>

**Table 4: Compliance and control ratings summary table**

		Compliance rating					Total
		1	2	3	4	N/R	
Controls Rating	A	19	-	-	-	5	24
	B	2	9	-	-	-	11
	C	2	-	4	-	-	6
	D	-	-	-	-	-	-
	N/P	149	-	-	-	50	199
	<b>Total</b>	<b>172</b>	<b>9</b>	<b>4</b>	<b>-</b>	<b>55</b>	<b>240</b>

In accordance with the Guidelines, licence obligations assessed as being “not applicable” to Origin’s operations have not been included within this report

**1.6 Observations**

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

Overall Origin complied with the licence conditions for the audit period apart from non-compliances with 13 obligations. This non-compliance included five (5) High, three (3) Moderate, and five (5) Low Audit Priority obligations. Furthermore, two (2) Low Audit Priority obligations had control gaps/improvements. Refer to Table 5 below for list of non-compliances identified during the audit period.

**Table 5: Non-compliances identified during the audit period**

Licence Obligation no.	Audit Priority	License Requirements	Non-compliance identified
113	5	A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect.	A decrease in Credit Card fees passed on to the customers in July 2020 due to covid 19 was not communicated to the Minister as required by the Gas Trading Licence.
114*, 115*, 120* and 120A	5	If entering a non-standard contract, a retailer or gas marketing agent must give the customer the information specified in clauses 2.3(2) and	Incorrect version of explicit informed consent (EIC) recording was played to one customer while obtaining customer’s verifiable consent, which did not comply

Licence Obligation no.	Audit Priority	License Requirements	Non-compliance identified
		2.3(2A) before or at the time of giving the customer's first bill.	with the requirements of Licence Obligations 120* and 120A.
<b>137</b>	<b>4</b>	A retailer must issue a bill at least every 105 days unless the conditions specified are met.	<p>For one instance, no bill was issued to the customer for a period of 105 days due to below scenario:</p> <ul style="list-style-type: none"> <li>An exception was raised by Origin's system during validation of metering data received from the ATCO, which prevented the bill being issued to the customer. Origin was unable to resolve the exception within 105 days from the date of last bill issued to the customer, resulting in the breach of Obligation 137.</li> </ul> <p>Further, it was noted that instances of non-compliances to the obligation 137 was self-reported by Origin to the ERA as part of its regular compliance reporting during the audit period.</p>
<b>155</b>	<b>4</b>	Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).	Instances were identified where the explanatory cover letters were not sent to the customers along with the estimated bills. Accordingly, the information prescribed in Compendium's clauses 4.8(2)(a)-(c) was not relayed to the customers.
<b>167</b>	<b>4</b>	<p>If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer:</p> <ul style="list-style-type: none"> <li>may require a customer to pay the unpaid amount;</li> <li>must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and</li> <li>must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</li> </ul>	The current procedures do not require agent's to provide customers with the option to request for a meter test and the existence and operation of Origin's internal complaints handling processes.
<b>204, 205 and 211</b>	<b>2</b>	<p>204 - If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).</p> <p>205 - A retailer must offer a residential customer who is</p>	<p>We identified instances where customers assessed to have payment difficulties were:</p> <ul style="list-style-type: none"> <li>not offered additional time to pay, however, instalment plans were offered in such instances.</li> <li>not advised of additional assistance that may be available if, due to financial hardship, the residential</li> </ul>

Licence Obligation no.	Audit Priority	License Requirements	Non-compliance identified
		<p>experiencing payment difficulties or financial hardship at least the payment arrangements that are specified in clauses 6.4(1)(a) and (b). Note: the summary wording of this obligation has not changed, but the content of clauses 6.4(1)(a) and (b) were amended as part of the changes to the Compendium that came into effect on 1 January 2020.</p> <p>211 - A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.</p>	<p>customers would be unable to meet their obligations under the agreed alternative payment arrangement. In addition, customers that had been assessed to have financial hardships were not provided information with respect to:</p> <ul style="list-style-type: none"> <li>• Customers' right to have the bill redirected at no charge to a third person;</li> <li>• Payment methods available to the customer;</li> <li>• Concessions available to the customer and how to access them;</li> <li>• financial counselling services available to assist the customer; and</li> <li>• availability of any other financial assistance and grants schemes.</li> </ul> <p>Furthermore, for the payment difficulty customers self-enrolled in the payment plan through members' online account (My Account), Origin does not ensure that the information required under the Compendium is provided to these customers.</p>
<b>206A</b>	<b>2</b>	<p>If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes.</p>	<p>We identified instances where Origin did not provide the payment/instalment plan letter to the customers within 5 business days of the plan creation date.</p>
<b>222</b>	<b>2</b>	<p>A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2).</p>	<p>We determined that customers were not disconnected within the 10 business days of the disconnection warning notice, however, it was noted that the disconnection warning issued to the customers included a warning that disconnection may take place after 5 business days of the customer receiving the information notice.</p>

Licence Obligation no.	Audit Priority	License Requirements	Non-compliance identified
254	5	When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).	Origin's current procedures do not require agents to advise customers of their right to have their complaint considered by a senior employee. Further through sample verification of agent notes of customer call records we could not establish whether customers were provided of their right to have their complaint considered by a senior employee/team leader.
255	5	When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.	Origin's current procedures do not include the steps to advise customers of their right to raise the complaint with the Ombudsman and the requirement to evidence this via the agent's interaction notes. Through sample verification of agent interaction notes we could not establish if Origin provided customers (who have not had their complaint resolved in a manner acceptable to the customer) of their right to raise the complaint with the Ombudsman. In line with prior audit Recommendation 07/2019, Origin has updated the training material to include requirement to notify customers of their right to refer their complaint to the Ombudsman if they are unsatisfied with Origin's response. However, including this information in form of a close-out letter to customers hasn't been implemented as per recommendation 07/2019, refer Table 9 of this report

### 1.7 Auditor's Opinion

In our opinion except for the matter(s) outlined in Section 1.6 – Observations and obligations relating to Payment Difficulties and Hardship, Origin has complied, in all material aspects, with the GTL13 and relevant associated legislative obligations, as evaluated against the Economic Regulation Authority Audit and Review Guidelines: Electricity and Gas Licence (March 2019) throughout the period of 1 June 2019 to 31 May 2022.

### 1.8 Recommendations from previous audit

Out of the seven (7) recommendations from the previous audit, it was confirmed that five (5) recommendations were closed during this audit period and were duly reported to the ERA via Origin's Annual Compliance Reporting. For the remaining two (2) recommendations, one (1) is partially resolved and one (1) remains unresolved at the time of this audit. Refer to **Section 4** for further details related to previous audit recommendations.



## 2. Summary of findings

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

This section provides the summary of findings for the compliance obligations (refer Table 6)

Note:

- Obligations marked with a (\*) are relevant for the period from 1 June 2019 to 31 May 2020 only.
- Detailed Findings are not presented for those obligations assessed to be not applicable to Origin's operations for the period subject to audit.

**Table 6: Summary of findings**

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
1	Energy Coordination Act section 11Q(1-2)	A licensee must pay the applicable fees in accordance with the Economic Regulation Authority (Licensing Funding) Regulations 2014 clauses 6 & 7. Note: the Energy Coordination (Licensing Fees) Regulations 1999 was repealed on 1 January 2015	5					✓	✓					
2	Energy Coordination Act section 11WG(1)	A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form contract approved by the ERA or a non-standard contract that complies with the Act.	5					✓	✓					
3	Energy Coordination Act section 11WG(2)	A licensee must comply with a direction given to the licensee under section 11WI.	5					✓						✓
4	Energy Coordination Act section 11WK(1-2)	Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading licence.	5					✓	✓					
5	Energy Coordination Act section 11WK(3)	A standard form contract continues in force until it is terminated, or supply becomes subject to a non-standard contract with the supplier.	5					✓	✓					
6*	Energy Coordination Act section 11X(3)	As per the 2017 Gas Compliance Reporting Manual, a licensee must take reasonable steps to minimise the extent of the duration of any interruption, suspension or restriction of the supply of gas due to an accident, emergency, potential danger or other unavoidable cause.	5					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
10	Energy Coordination Act section 11ZA(1)	A licensee must provide the ERA with a performance audit by an independent expert acceptable to the ERA within 24 months of commencement and every 24 months thereafter (or longer if the ERA allows).	5					✓	✓					
11	Energy Coordination Act section 11ZAF(a)	A licensee must submit a draft last resort supply plan to the ERA within 3 months (or longer if the ERA allows) of being designated with that role.	5					✓						✓
12	Energy Coordination Act section 11ZAF(b)	A licensee must consult with the ERA with a view to obtaining approval of its draft last resort supply plan.	5					✓						✓
13	Energy Coordination Act section 11ZAFI	A licensee must carry out the arrangements and other provisions in the approved last resort supply plan if it comes into operation	5					✓						✓
14	Energy Coordination Act section 11ZAH(2)	A licensee must submit any proposed amendment to its last resort supply plan to the ERA for approval.	5					✓						✓
15	Energy Coordination Act section 11ZAJ	A licensee, who is designated as a supplier of last resort, must perform the functions of the supplier of last resort and carry out the arrangements and provisions of the last resort supply plan if it comes into operation	5					✓						✓
16	Energy Coordination Act section 11ZAJ Energy	A licensee, (supplier of last resort) must supply a transferred customer for at least 3 months after the date of transfer unless the transferred customer terminates the contract	5					✓						✓
17	Energy Coordination Act section 11ZK(3)	A licensee must pay the costs and expenses incurred in the taking of an interest or easement in respect of land held by a public authority.	5					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
19	Energy Coordination Act section 11ZOC(1)(b)	A licensee that sells gas that is transported through a distribution system must be a member of an approved retail market scheme if a scheme is in force.	5					✓	✓					
20	Energy Coordination Act section 11ZOV(1)	A licensee must not engage in prohibited conduct relating to the operation of a retail market scheme.	5					✓	✓					
21	Energy Coordination Act section 11ZOV(2)	A licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme.	5					✓	✓					
22	Energy Coordination Act section 11ZOZ(3)	A licensee, as a member of a retail scheme, must comply with a direction given to it by the ERA to amend the scheme, and to do so within a specified time.	5					✓						✓
24	Energy Coordination Act section 11ZQH(a)	The licensee must not supply gas to customers unless the licensee is a member of an approved gas industry ombudsman scheme.	5					✓	✓					
24A	Energy Coordination Act section 11ZQH(b)	The licensee must not supply gas to customers unless the licensee is bound by, and compliant with, any decision or direction of the gas industry ombudsman.	5					✓	✓					
29	Energy Coordination Act section 11M	A licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to have at least one capped tariff for any supply of gas in that area.	5					✓	✓					
31	Energy Coordination Act section 11M	When offering to supply gas to a new customer under a standard form contract, a licensee is to offer to supply gas at a capped tariff.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
32	Energy Coordination (Customer Contracts) Reg 12 (2)	Except in prescribed circumstances, a non-standard contract must prohibit the licensee from disconnecting supply or causing disconnection to occur if : (a) a customer has provided to the licensee a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the customer's supply address; and (b) the customer has entered into arrangements acceptable to the licensee in relation to payment for gas supplied.	5					✓	✓					
33	Energy Coordination (Customer Contracts) Reg 12 (4)(a)	A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day).	5					✓	✓					
34	Energy Coordination (Customer Contracts) Reg 12 (4)(b)	A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given).	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
35	Energy Coordination (Customer Contracts) Reg 12 (5)(a)	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee.	5					✓	✓					
36	Energy Coordination (Customer Contracts) Reg 12 (5)(b)	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee.	5					✓	✓					
37	Energy Coordination (Customer Contracts) Reg 12 (5)(c)	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee.	5					✓	✓					
38	Energy Coordination (Customer Contracts) Reg 12 (5)(d)	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for refusal to pay a refundable advance, if the customer pays the refundable advance and the customer has paid any applicable reconnection fee.	5					✓	✓					
39	Energy Coordination (Customer Contracts) Reg 12 (5)(e)	A non-standard contract must require the licensee to reconnect supply to a customer within 20 business days after disconnection in an emergency or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		disconnection has been rectified, and if the customer has paid any applicable reconnection fee.												
40	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.1.2	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.	5					✓	✓					
41	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.2.3	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.	5					✓	✓					
42	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles, the customer is given	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Clause 5.1.2.1 & 5.1.2.2	the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date.												
43	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clauses 5.1.3.1 & 5.1.3.2	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect or interrupt supply to a customer in the event of an emergency, and if so, the licensee or distributor will provide a 24-hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over.	5					✓	✓					
44	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clauses 5.1.4.1 & 5.1.4.2	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for health and safety reasons but will not do so unless the licensee or distributor has provided the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date.	5					✓	✓					
45	Energy Coordination (Customer Contracts) Reg 12	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for planned maintenance but will not do so	5					✓	✓					



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	(6), AGA Code Clauses 5.1.5.1, 5.1.5.2 & 5.1.5.3	unless the licensee or distributor has provided the customer 4 days' notice; and will use best endeavours to minimise disruption and restore supply.												
46	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.7.2	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date.	5					✓	✓					
47	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(a)	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay.	5					✓	✓					
48	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(b)	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved.	5					✓	✓					
49	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(c)	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where an application for a government concession has not been decided.	5					✓	✓					
50	Energy Coordination (Customer Contracts) Reg 12	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where a customer has failed to pay a debt that is not a direct service charge.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	(6), AGA Code Clause 5.1.8.1(d)													
51	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.1.8.1(e) and (f)	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply after 3pm on a weekday; and not on a Friday, weekend or public holiday or on the day before a public holiday unless it is a planned interruption.	5					✓	✓					
52	Energy Coordination (Customer Contracts) Reg 12 (6), AGA Code Clause 5.2.2.2	A non-standard contract must include provisions that ensure that if a licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day.	5					✓	✓					
53	Energy Coordination (Customer Contracts) Reg 13 (1), AGA Code Clause 4.4.6.2	A non-standard contract must include provisions that ensure that if a licensee uses a refundable advance to offset an amount owed, it must provide to the customer an account of its use and pay any balance within 10 business days to the customer.	5					✓	✓					
54	Energy Coordination (Customer Contracts) Reg 13 (3)	A non-standard contract must require the licensee to place refundable advances in separate trust accounts and separately identify the amounts in its accounting records.	5					✓	✓					
55	Energy Coordination (Customer Contracts) Reg 13 (4)	A non-standard contract must require the licensee to return interest earned on refundable advances accounts to customers.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
56	Energy Coordination (Customer Contracts) Reg 14 (2)	A non-standard contract must require the customer to pay a charge for gas supplied; inform the customer that the supply charge is either for residential or non-residential supply; inform the customer that the supply charge includes a specified fixed component and specified usage component; require the customer to pay the non-residential charge unless the customer qualifies to pay the residential charge; and describe the circumstances in which a customer qualifies for the residential charge.	5					✓	✓					
57	Energy Coordination (Customer Contracts) Reg 14 (3), AGA Code Clauses 4.1.2.1 and 4.1.2.2	A non-standard contract must include provisions that ensure that a licensee give notice of the tariffs charged and provide these notices to customers without charge upon request.	5					✓	✓					
58	Energy Coordination (Customer Contracts) Reg 14, AGA Code Clause 4.1.3.1 & 4.1.3.2	A non-standard contract must include provisions that ensure that a licensee give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill.	5					✓	✓					
59	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.1	A non-standard contract must include provisions that ensure that a licensee issue a bill to a customer at least once every 3 months, unless agreed otherwise.	5					✓	✓					
60	Energy Coordination	A non-standard contract must include provisions that ensure that a licensee prepare a	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	(Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.3.1, 4.2.3.2 and 4.2.3.3	bill in accordance with the terms specified in the AGA Code, including the inclusion of any refundable advance.												
61	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.3.2	A non-standard contract must include provisions that ensure that a licensee apply payments received from a customer as directed by the customers (if the bill includes charges for other goods and services).	5					✓	✓					
62	Energy Coordination (Customer Contracts) Reg 15 (1) and (2)	A non-standard contract must specify that if a customer does not direct how a payment is to be allocated, a licensee must apply the payment: (i) to charges for the supply of gas before applying any portion of it to such goods or services; or (ii) if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.	5					✓	✓					
63*	Energy Coordination (Customer Contracts) Reg 15 (1), 47 (2) and (4), AGA Code Clause 4.2.3.4	As per 2017 Gas Compliance Reporting manual, a non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a licensee shall provide to the customer free of charge the customers' historical billing data for the previous two years.	5					✓	✓					
63A	Energy Coordination (Customer	A non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a licensee	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Contracts) Reg 15(1), AGA Code Clause 4.2.3.4	shall provide to the customer free of charge the customers' historical billing data for the previous two years.												
64	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.1	A non-standard contract must include provisions that ensure that a licensee base a customer's bill on a meter reading and meters must be read at least once per year.	5					✓	✓					
65	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.2	A non-standard contract must include provisions that ensure that if the licensee accepts a customer reading of the meter, it must not adjust the bill in favour of the licensee if the licensee subsequently discovers the reading was incorrect in favour of the customer.	5					✓	✓					
66	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.4	A non-standard contract must include provisions that ensure that if the licensee provides a customer with an estimated bill and is subsequently able to read the meter, the licensee must adjust the estimated bill in accordance with the meter reading.	5					✓	✓					
67	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.2.4.5	A non-standard contract must include provisions that ensure that a licensee read a customer's meter upon request and may impose a fee for doing so.	5					✓	✓					
68	Energy Coordination (Customer Contracts) Reg 15	A non-standard contract must include provisions that ensure that a licensee offer payment in person and payment by mail.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	(1), AGA Code Clause 4.3.2.1													
69	Energy Coordination (Customer Contracts) Reg 15 (1), AGA Code Clause 4.3.2.2	A non-standard contract must include provisions that ensure that a licensee offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill.	5					✓	✓					
70	Energy Coordination (Customer Contracts) Reg 16 (3)	A non-standard contract must not authorise a licensee to terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless: (a) the licensee has a right to disconnect supply under the contract, a written law or a relevant code; and (b) the licensee has disconnected supply at all supply addresses of the customer covered by the contract.	5					✓	✓					
71	Energy Coordination (Customer Contracts) Reg 19	A non-standard contract must require a licensee to make the following information available to the customer if the customer requests it: (a) a copy of their customer service charter; (b) copies of regulations or any relevant code; (c) information about fees and charges payable under the contract; (d) with information on energy efficiency(e) billing data; and (f) with information on Government Assistance Programs and Financial Counselling Services if requested by the customer.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
72	Energy Coordination (Customer Contracts) Reg 20 (2) AGA Code Clause 4.3.5.1	A non-standard contract must include provisions that ensure that a licensee must offer a customer who indicates to the licensee that they are experiencing payment difficulties: instalment plan options; right to have bill redirected to third person; information about or referral to government assistance programs; and information on independent financial counselling services.	5					✓	✓					
72A	Energy Coordination (Customer Contracts) Reg 20 (3)	A non-standard contract must set out the procedures to be followed in relation to debt collection.	5					✓	✓					
72B	Energy Coordination (Customer Contracts) Reg 22	A non-standard contract must specify the steps taken to ensure that customer information is dealt with in a confidential manner.	5					✓	✓					
73	Energy Coordination (Customer Contracts) Reg 40 (3)	A non-standard contract must prohibit the supply of gas to the customer under a door to door contract during the cooling-off period unless the customer requests supply.	5					✓	✓					
74*	Energy Coordination (Customer Contracts) Reg 20 (3) and 48	As per 2017 Gas Reporting Manual, a licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered into a payment arrangement and is complying with the terms of that arrangement.	5					✓						✓
74A	Energy Coordination (Customer Contracts) Reg 48	A licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered a payment	5					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		arrangement and is complying with the terms of that arrangement.												
75*	Energy Coordination (Customer Contracts) Reg 22 and 49 (2)	As per 2017 Gas Reporting Manual, a licensee must only provide a credit reporting agency with default information relevant to one of their bills.	5					✓	✓					
75A	Energy Coordination (Customer Contracts) Reg 49 (2)	A licensee may only provide a credit reporting agency with default information if it relates to a bill issued by the licensee.	5					✓	✓					
76	Energy Coordination (Customer Contracts) Reg 49 (3)	A licensee must notify a credit reporting agency immediately if a customer has cleared their debt.	5					✓						✓
77	Energy Coordination (Customer Contracts) Reg 49 (4)	If a customer remedies a default and demonstrates extenuating circumstances, a licensee must request the credit reporting agency to remove the default record.	5					✓						✓
78	Energy Coordination (Customer Contracts) Reg 49 (5)	A licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review.	5					✓	✓					
79	Energy Coordination (Customer Contracts) Reg 50	A licensee must include information about its complaint handling process and contact details of the energy ombudsman on any disconnection warning given to a customer.	5					✓	✓					



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
80	Energy Coordination (Customer Contracts) Reg 44	A fixed term non-standard contract must require that when a non-standard contract is due to expire, a licensee must issue a notice in writing to a customer not more than 2 months and not less than one month before the day on which the contract is due to expire (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry.	5					✓						✓
81*	Energy Coordination Act section 11M, Energy coordination (Customer Contracts) Reg 45(1)	As per 2017 Gas Reporting Manual, upon request, a licensee must provide a customer free of charge with a copy of its customer service charters within 2 business days of the request.	5	N/A					N/A					
82*	Energy Coordination Act section 11M, Energy coordination (Customer Contracts) Reg 45(2)	As per 2017 Gas Reporting Manual, a licensee must from time to time provide the customer with advice with their bill that a customer service charter is available free of charge.	5	N/A					N/A					
83	Energy Coordination (Customer Contracts) Reg 46 (1)	Upon request, a licensee must provide a customer with a copy of the Energy coordination (Customer Contract) Regulations 2004 or a relevant code.	5					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
84	Energy Coordination (Customer Contracts) Reg 46 (4)	A licensee must ensure that a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code is available for inspection at its offices at no charge	5					✓	✓					
84A	Energy Coordination (Customer Contracts) Reg 47 (2) and (4)	A licensee must provide available bill data to customers upon request free of charge subject to clause 47(2) and (4) of the Energy Coordination (Customer Contracts) Regulations 2004.	5					✓	✓					
85*	Energy Coordination (Customer Contracts) Reg 28, AGA code clause 3.1.1(a)	As per 2017 Gas Reporting Manual, a standard form contract must include a provision that the retailer or distributor must provide, install and maintain equipment for the supply of gas up to the point of supply.	5					✓	✓					
86*	Energy Coordination (Customer Contracts) Reg 28, AGA code clause 3.1.1(b)	As per 2017 Gas Reporting Manual, a standard form contract must include a provision that the retailer or distributor must provide, install and maintain metering and necessary equipment at the supply address.	5					✓	✓					
90*	Energy Coordination (Customer Contracts) Reg 33(3), AGA code clause 3.5.2.2	As per 2017 Gas Reporting Manual, a licensee must ensure that any representatives seeking access to the supply address on its behalf wear, carry and show official identification.	5					✓						✓
91	Energy Coordination (Customer Contract) Reg 42	A non-standard contract must require the licensee to notify the customer of any amendment to a non-standard contract.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
96	Energy Coordination Act section 11M	A licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit.	5					✓	✓					
97	Energy Coordination Act section 11M	A licensee's independent auditor must be approved by the ERA prior to the audit.	5					✓	✓					
98	Energy Coordination Act section 11M	A licensee may be subject to individual performance standards.	5					✓						✓
99	Energy Coordination Act section 11M	Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters.	5					✓	✓					
100	Energy Coordination Act section 11M	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards.	5					✓	✓					
101	Energy Coordination Act section 11M	A licensee must report to the ERA if the licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the licensee's ability to meet its obligations under this licence within 10 business days of the change occurring.	5					✓						✓
102	Energy Coordination Act section 11M	A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the Energy Coordination Act 1994 in the time, manner and form specified by the ERA.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
103	Energy Coordination Act section 11M	A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.	5					✓	✓				
106	Energy Coordination Act section 11M	A licensee must, if directed by the ERA, review the standard form contract, and submit to the ERA the results of that review within the time specified by the ERA.	5					✓					✓
107	Energy Coordination Act section 11M	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.	5					✓					✓
108	Energy Coordination Act section 11M	A licensee must only amend the standard form contract in accordance with the Energy Coordination Act 1994 and Regulations.	5					✓					✓
109	Energy Coordination Act section 11M	A licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer.	5					✓	✓				
110	Energy Coordination Act section 11M	A licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer if requested by the ERA.	5					✓					✓
111	Energy Coordination Act section 11M	A licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions.	5					✓					✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
112	Energy Coordination Act section 11M	A licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a distribution licence to enable for the safe and efficient operation of the relevant distribution system, provided such disclosure does not prejudice the commercial interests of the licensee.	5					✓	✓					
113	Energy Coordination Act section 11M	A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect.	5		✓						✓			
114*	Energy Coordination Act section 11ZPP	As per the 2017 Gas Compliance Reporting manual, a licensee must comply with the Gas Marketing Code of Conduct.	5		✓						✓			
115*	Energy Coordination Act Section 11ZPP and 11M	As per the 2017 Gas Compliance Reporting manual, a licensee must ensure all agents and employees comply with the Gas Marketing Code of Conduct.	5		✓						✓			
116	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.1	A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct.	5					✓	✓					
117	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.2(1)	A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
118	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.2(2) and clause 2.2(3)	If a customer enters into a standard form contract that is not an unsolicited consumer agreement, the retailer or gas marketing agent must give the customer the information specified in clause 2.2(2) before or at the time of giving the customer's first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information).	5					✓	✓					
119	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(1)(a)	When a customer enters a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must obtain and make a record of the customer's verifiable consent to entering the non-standard contract.	5					✓	✓					
119A	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(1)(b)	When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the nonstandard contract at the times specified in clause 2.3(1)(b)(i) and (ii).	5					✓	✓					
120*	Energy Coordination Act Section 11ZPP Code of Conduct clause 2.3(2)	As per the 2017 Gas Compliance Reporting manual, A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering a non-standard contract.	5		✓					✓				

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
120A	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(2)	A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering a non-standard contract. Note: the summary wording of this obligation is the same that used to appear for obligation 120, but prior to 1 January 2020, clause 2.3(2) included subclauses (a)- (l). Since 1 January 2020 clause 2.3(2) only contains subclauses (a)-(c) (as a result of amendments to the Gas Marketing Code 2017 that came into effect on 1 January 2020).	5		✓						✓			
120B	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(2A)	Subject to clause 2.3(3), if entering into a non-standard contract, a retailer or gas marketing agent must give the customer the information specified in clauses (a)-(h) before or at the time of giving the customer's first bill.	5					✓	✓					
121*	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(3) and clause 2.3(4)	As per 2017 Gas Compliance Reporting Manual, a retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 2.3(2) has been given, unless the retailer or gas marketing agent provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer requested to receive the information).	5					✓	✓					
121A	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.3(4)	A retailer or gas marketing agent must obtain a customer's verifiable confirmation that the information specified in clause 2.3(4) has been given.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
122	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.4(1)	A retailer or gas marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	5	N/A					N/A				
123	Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.4(2)	A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints.	5					✓	✓				
124	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.5(1)	A retailer or gas marketing agent who contacts a customer for the purposes or marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas ombudsman's telephone number and, for contact by a gas marketing agent, the gas marketing agent's marketing identification number.	5					✓					✓
125	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.5(2)	A retailer or gas marketing agent who meets with a customer face to face for the purposes of marketing must: <ul style="list-style-type: none"> <li>• wear a clearly visible and legible identity card showing the information specified; and</li> <li>• as soon as practicable provide the customer, in writing, the information specified.</li> </ul>	5					✓	✓				
126	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.6	A retailer or gas marketing agent who visits a person's premises for the purposes of marketing, must comply with any clearly visible signs at the premises indicating that canvassing is not permitted, or no advertising material is to be left at the premises.	5					✓					✓



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
127*	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.8	<i>Obligation was removed in Gas Compliance Reporting Manual released in June 2020.</i> A person who carries out any marketing activity in the name of or for the benefit of a retailer or a gas marketing agent is to be taken to have been employed or authorised by the retailer or gas marketing agent to carry out that activity unless the contrary is proved.	5					✓	✓					
128	Energy Coordination Act section 11ZPP and Code of Conduct clause 2.9	A gas marketing agent must: <ul style="list-style-type: none"> <li>keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and</li> <li>on request by the gas Ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to the complaint within 28 days of receiving the request.</li> </ul>	5					✓						✓
129	Energy Coordination Act section 11ZPP Code of Conduct clause 2.10	Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent.	5					✓	✓					
134	Energy Coordination Act section 11M and Compendium clause 3.1(1)	If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
135	Energy Coordination Act section 11M and Compendium clause 3.1(2)	Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day, if the request is received after 3pm or on a weekend or public holiday.	5					✓	✓					
136	Energy Coordination Act section 11M and Compendium clause 4.1(a)	A retailer must issue a bill no more than once a month unless the conditions specified in clause 4.1(a)(i)-(iv) apply.	4					✓	✓					
137	Energy Coordination Act section 11M and Compendium clause 4.1(b)	A retailer must issue a bill at least every 105 days unless the conditions specified are met.	4		✓					✓				
146	Energy Coordination Act section 11M and Compendium clause 4.4	A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.	4					✓	✓					
147	Energy Coordination Act section 11M and Compendium clause 4.5(1)	Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1)(a)-(cc) on the customer's bill. Note: the summary wording of this obligation has not changed, but since the commencement of the amended Compendium on 1 January 2020, there have been some changes to the content of clauses 4.5(1)(a)-(cc) and the creation of an exception to complying with 4.5(1)(w) as set out in 4.5(4).	4					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
148*	Energy Coordination Act section 11M and Compendium clause 4.5(2)	As per the 2017 Gas Compliance Reporting Manual, Notwithstanding clause 4.5(1)(bb), a retailer is not obliged to include a graph or bar chart on the bill, if the bill meets the criteria specified in clauses 4.5(2)(a)-(c).	4					✓	✓					
149	Energy Coordination Act section 11M and Compendium clause 4.5(3)	If a retailer identifies and wishes to bill a customer for an historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with or on the customer's next bill.	4					✓						✓
150	Energy Coordination Act section 11M and Compendium clause 4.6	A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's reading of the meter provided the retailer and the customer agreed that the customer will read the meter.	4					✓	✓					
152	Energy Coordination Act section 11M and Compendium clause 4.7(1)	A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills.	4					✓	✓					
153	Energy Coordination Act section 11M and Compendium clause 4.7(2)	Subject to subclause 4.7(3), a retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(a).	4					✓	✓					
154	Energy Coordination Act section 11M and Compendium clause 4.8(1)	A retailer must give the customer an estimated bill in the manner specified, if the retailer is unable to reasonably base a bill on a reading of the meter.	4					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
155	Energy Coordination Act section 11M and Compendium clause 4.8(2)	Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).	4		✓						✓			
156	Energy Coordination Act section 11M and Compendium clause 4.8(3)	Upon request, a retailer must inform a customer of the basis and the reason for the estimation.	4					✓						✓
157	Energy Coordination Act section 11M and Compendium clause 4.9	If a retailer gives a customer an estimated bill, and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.	4					✓	✓					
158	Energy Coordination Act section 11M and Compendium clause 4.10	If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter, and the customer subsequently requests the retailer to provide a bill based on a reading of the meter and provides access to the meter and pays the retailer's reasonable charge for reading the meter (if any), the retailer must do so.	4					✓	✓					
159	Energy Coordination Act section 11M and Compendium clause 4.11(1)	If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	4					✓	✓					
160	Energy Coordination Act section 11M	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					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
	and Compendium clause 4.11(2)												
161	Energy Coordination Act section 11M and Compendium clause 4.12(1)	If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions. The effective date of change is set out in clause 4.12(2).	4					✓					✓
162*	Energy Coordination Act section 11M and Compendium clause 4.12(2)	As per the 2017 Gas Compliance Reporting Manual, For the purpose of clause 4.12(1), the effective date of change in the tariff will be the date on which the last meter reading at the previous tariff was obtained; or, if the change requires an adjustment to the meter at the customer's supply address, the date the meter adjustment is completed	4					✓					✓
163	Energy Coordination Act section 11M and Compendium clause 4.13	If a customer's gas use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff.	4					✓					✓
164	Energy Coordination Act section 11M and Compendium clause 4.14(1)	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	4					✓	✓				

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
165	Energy Coordination Act Section 11M and Compendium clause 4.14(2)	If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer.	4					✓	✓					
165A	Energy Coordination Act Section 11M and Compendium clause 4.14(3)	If the customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt. If after the set off, there remains an amount of credit, the retailer must ask the customer for instructions in accordance with clause 4.14(2).	4					✓	✓					
166	Energy Coordination Act section 11M and Compendium clause 4.15	A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount equal to the average of the customer's bill over the previous 12 months and paying any future bills that are properly due.	4					✓	✓					
167	Energy Coordination Act section 11M and Compendium clause 4.16(1)(a)	If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer: <ul style="list-style-type: none"> <li>• may require a customer to pay the unpaid amount;</li> <li>• must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and</li> <li>• must advise the customer of the existence and Operation of the retailer's internal</li> </ul>	4			✓						✓		

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		complaints handling processes and details of any applicable external complaints handling processes.												
168	Energy Coordination Act Section 11M and Compendium clause 4.16(1)(b)	If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	4					✓	✓					
169	Energy Coordination Act section 11M and Compendium clause 4.16(2)	The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable.	4					✓	✓					
170	Energy Coordination Act section 11M and Compendium clause 4.16(3)	If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable.	4					✓						✓
171	Energy Coordination Act section 11M and Compendium clause 4.17(2)	If a retailer proposes to recover an amount undercharged as a result of an error, defect or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must follow the procedure specified in clauses 4.17(2)(a)-(e).	4					✓	✓					
171A*	Energy Coordination Act section 11M and Compendium clause 4.17(3)	As per the 2017 Gas Compliance Reporting Manual, a retailer may charge the customer interest or require the customer to pay a late payment fee only if, after notifying a customer of the amount to be recovered under subclause	4					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
		(2)(c), the customer has failed to pay the amount and has not entered into an instalment plan under subclause (2)(e).											
172	Energy Coordination Act section 11M and Compendium clause 4.18(2) and 4.18(5)	If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to clauses 4.18(6) and (7) ask the customer for instructions as to whether the amount should be credited to the customer's account; or repaid to the customer. No interest shall accrue to a credit or refund referred to in this clause.	4					✓	✓				
173	Energy Coordination Act section 11M and Compendium clause 4.18(3)	If a retailer receives instructions under clause 4.18(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4					✓	✓				
174	Energy Coordination Act section 11M and Compendium clause 4.18(4)	If a retailer does not receive instructions under clause 4.18(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	4					✓	✓				
175	Energy Coordination Act section 11M and Compendium clause 4.18(6)	If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause	4					✓	✓				



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
		4.18(2), or credit the amount to the customer's next bill.											
175A	Energy Coordination Act section 11M and Compendium clause 4.18(7)	If a customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.18(2); or 4.18(6) where the amount is less than \$100.	4					✓					✓
176	Energy Coordination Act section 11M and Compendium clause 4.19(1)	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d).	4					✓	✓				
177	Energy Coordination Act section 11M and Compendium clause 4.19(2) and 4.19(6)	If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and 4.19(7), ask the customer for instructions as to whether the amount should be, <ul style="list-style-type: none"> <li>credited to the customer's account;</li> <li>repaid to the customer; or</li> <li>included as a part of the new bill smoothing arrangement if the adjustment arises under clauses 4.3(2)(a)-(b).</li> </ul>	4					✓	✓				

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		No interest shall accrue to a credit or refund referred to in this clause.												
178	Energy Coordination Act section 11M and Compendium clause 4.19(3)	If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4					✓	✓					
179	Energy Coordination Act section 11M and Compendium clause 4.19(4)	If a retailer does not receive instructions under clause 4.19(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	4					✓	✓					
180	Energy Coordination Act section 11M and Compendium clause 4.19(5)	If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and ask the customer for instructions under clause 4.19(2); or credit the amount to the customer's next bill.	4					✓	✓					
180A	Energy Coordination Act section 11M and Compendium clause 4.19(7)	If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer. If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100.	4					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
181	Energy Coordination Act section 11M and Compendium clause 5.1	The due date on the bill must be at least 12 business days from the date of that bill, unless otherwise agreed with the customer. The date of the dispatch is the date of the bill, unless the retailer specifies a later date.	4					✓	✓				
182	Energy Coordination Act section 11M and Compendium clause 5.2	Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods: <ul style="list-style-type: none"> <li>in person at 1 or more payment outlets located within the Local Government District of the customer's supply address;</li> <li>by mail;</li> <li>for residential customers, by Centrepay;</li> <li>electronically by means of BPay or credit card; and</li> <li>by telephone by means of credit card or debit card.</li> </ul>	4					✓	✓				
183	Energy Coordination Act section 11M and Compendium clause 5.3	Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.	4					✓	✓				
184	Energy Coordination Act section 11M and Compendium clause 5.4	A retailer must accept payment in advance from a customer on request. The minimum amount a retailer will accept an advance payment is \$20, unless otherwise agreed with a customer. Note: the summary wording of this obligation has not changed, but one of the changes to the Compendium (which came into effect on 1 January 2020) was the creation of additional subclauses to 5.4 which provide additional	4					✓	✓				

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		information and create an exception to complying with 5.4(1).												
185	Energy Coordination Act section 11M and Compendium clause 5.5	If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer's bill to a third person, at no charge.	4					✓	✓					
186	Energy Coordination Act section 11M and Compendium clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(b)-(d). Note: the changes to the Compendium (which came into effect on 1 January 2020) included the deletion of clause 5.6(1)(a) and changes to clause 5.6(1)(c).	4					✓	✓					
186A	Energy Coordination Act section 11M and Compendium clause 5.6(2)	If a retailer has charged a late payment fee in the circumstances set out in clause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.	4					✓	✓					
187	Energy Coordination Act section 11M and Compendium clause 5.6(3)	If a retailer has charged a residential customer a late fee, a retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.	4					✓	✓					
188	Energy Coordination Act section 11M and Compendium clause 5.6(4)	A retailer must not charge a residential customer more than 3 late payment fees in relation to the same bill, or more than 12 late payment fees in a year.	4					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
189	Energy Coordination Act section 11M and Compendium clause 5.6(5)	If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made.	4					✓	✓					
190	Energy Coordination Act section 11M and Compendium clause 5.7(1)	A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in clause 5.7(1), unless the retailer and the customer have agreed to an alternative date. Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent.	4					✓	✓					
191	Energy Coordination Act section 11M and Compendium clause 5.7(2)	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay for gas consumed at the customer's supply address from the date the customer gave the retailer notice.	4					✓						✓
192*	Energy Coordination Act section 11M and Compendium clause 5.7(3)	As per the 2017 Gas Compliance Reporting Manual, notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent.	4					✓	✓					
193	Energy Coordination Act section 11M and	Notwithstanding clauses 5.7(1) and 5.7(2), a retailer must not require a customer to pay for gas consumed at the customer's supply	4					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Compendium clause 5.7(4)	address in the circumstances specified in clauses 5.7(4)(a)-(c).												
195	Energy Coordination Act section 11M and compendium clause 5.8(1)	A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is experiencing payment difficulties or financial hardship; and while a residential customer continues to make payments under an alternative payment arrangement.	4					✓						✓
196	Energy Coordination Act section 11M and Compendium clause 5.8(2)	A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address.	4					✓						✓
196A	Energy Coordination Act section 11M and Compendium clause 5.8(3)	If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer provided that the retailer obtains the other customer's verifiable consent to the transfer.	4					✓						✓
197	Energy Coordination Act section 11M and Compendium clause 5.10	Where a retailer and residential customer have entered into a dual fuel contract, or separate contracts for the supply of electricity and gas, the retailer must apply a payment received from a residential customer for charges for the supply of electricity or gas in the circumstances specified in clause 5.10.	4					✓						✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
198	Energy Coordination Act section 11M and Compendium clause 6.1(1)	A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within 5 business days from when the residential customer informs the retailer about the payment problems. If the retailer cannot make the assessment within 5 business days, it must refer the customer to a relevant consumer representative to make the assessment. If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a).	2	✓					✓				
198A*	Energy Coordination Act section 11M and Compendium clause 6.1(2)	As per 2017 Gas reporting manual, "If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a)."	2	✓					✓				
199	Energy Coordination Act section 11M and Compendium clause 6.1(3)	When undertaking an assessment regarding payment difficulties or financial hardship, the retailer must, unless the retailer adopts an assessment from a relevant consumer representative, give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or advice given by a relevant consumer representative.	2	✓					✓				
200	Energy Coordination Act section 11M and	A retailer must advise a residential customer on request of the details of an assessment.	2	✓					✓				

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Compendium clause 6.1(4)													
200A	Energy Coordination Act section 11M and Compendium clause 6.2(1)	If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions.	2					✓						✓
201	Energy Coordination Act section 11M and Compendium clause 6.2(2)	If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay.	2	✓										✓
202	Energy Coordination Act section 11M and Compendium clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	2	✓										✓
203	Energy Coordination Act section 11M and Compendium clause 6.2(4)	If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request.	2	✓										✓
204	Energy Coordination Act section 11M and	If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or	2			✓						✓		



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Compendium clause 6.3(1)	financial hardship, the retailer must follow the procedure specified in clause 6.3(1).												
205	Energy Coordination Act section 11M and Compendium clause 6.4(1)	A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the payment arrangements that are specified in clauses 6.4(1)(a) and (b). Note: the summary wording of this obligation has not changed, but the content of clauses 6.4(1)(a) and (b) were amended as part of the changes to the Compendium that came into effect on 1 January 2020.	2			✓						✓		
206	Energy Coordination Act section 11M and Compendium clause 6.4(2)	When offering or amending an instalment plan to a residential customer a retailer must ensure that the instalment plan is fair and reasonable taking into account the customer's capacity to pay and consumption history, and comply with clause 6.4(3).	2	✓					✓					
206A	Energy Coordination Act section 11M and Compendium clause 6.4(3)	If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the customer) and provide the customer with information explaining the changes.	2		✓					✓				
207*	Energy Coordination Act section 11M and Compendium clause 6.4(4)	As per 2017 Gas Reporting Manual, "If a residential customer has in the previous 12 months had 2 instalment plans cancelled due to non-payment, a retailer does not have to offer that residential customer another instalment plan, unless the retailer is satisfied that the	2	✓					✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating				
				A	B	C	D	N/P	1	2	3	4	N/R
		residential customer will comply with the proposed plan.”											
208	Energy Coordination Act section 11M and Compendium clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative, for a reduction of the customer’s fees, charges, or debt.	2	✓					✓				
209	Energy Coordination Act section 11M and Compendium clause 6.6(2)	In giving reasonable consideration under clause 6.6(1), a retailer should refer to the hardship procedures referred to in clause 6.10(3).	2	✓					✓				
210	Energy Coordination Act section 11M and Compendium clause 6.7	If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer’s obligations under a payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.	2	✓					✓				
211	Energy Coordination Act section 11M and Compendium clause 6.8	A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.	2			✓					✓		
212	Energy Coordination Act section 11M and Compendium clause 6.9(1)	A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives.	2					✓					✓
213*	Energy Coordination Act section 11M and	As per 2017 Gas Reporting Manual, a retailer may apply different minimum payment in advance amounts for residential customers	2					✓					✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Compendium clause 6.9(2)	experiencing payment difficulties or financial hardship and other customers.												
214	Energy Coordination Act section 11M and Compendium clause 6.10(1)	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.	2	✓					✓					
215	Energy Coordination Act section 11M and Compendium clause 6.10(2)	A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2). Note: the summary wording of this obligation has not changed, but the content of clause 6.10(2)(h)(i) was amended as part of the changes to the Compendium (which came into effect on 1 January 2020), along with the addition of new subclause 6.10(2)(k).	2	✓					✓					
215A	Energy Coordination Act section 11M and Compendium clause 6.10(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in clause 6.10(3).	2	✓					✓					
216	Energy Coordination Act section 11M and Compendium clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge.	2	✓					✓					
219	Energy Coordination Act section 11M and Compendium clause 6.10(6)	If directed by the ERA, the retailer must review its hardship policy and hardship procedures, in consultation with relevant consumer representatives, and submit to the ERA the	2	✓										✓

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
		results of that review within 5 business days after it is completed.												
220	Energy Coordination Act section 11M and Compendium clause 6.10(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	2	✓					✓					
220A	Energy Coordination Act section 11M and Compendium 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 amended policy to the ERA within 5 business days of the amendment.	2	✓										✓
221	Energy Coordination Act section 11M and Compendium clause 6.11	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	2	✓					✓					
222	Energy Coordination Act section 11M and Compendium clause 7.1	A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for disconnection of a customer's supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2).	2		✓					✓				
223	Energy Coordination Act section 11M and Compendium clause 7.2(1)	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 7.2(1). Note: the summary wording of this obligation has not changed, but the content of clause 7.2(1)(d) was amended as part of the changes to the Compendium that came into effect on 1 January 2020.	4	✓					✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
224	Energy Coordination Act section 11M and Compendium clause 7.3	In relation to dual fuel contracts or separate contracts for the supply of electricity and gas (under which a single bill for energy, or separate simultaneous bills for electricity and gas are issued to the customer), if a retailer is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the residential customer's supply address for failure to pay a bill, the retailer must arrange for disconnection of the supply of gas in priority to the disconnection of the supply of electricity.	4					✓						✓
225	Energy Coordination Act section 11M and Compendium clause 7.4	A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in clause 7.4(1) are satisfied. A retailer may arrange for a distributor to carry out 1 or more of the requirements referred to in clause 7.4(1) on behalf of the retailer.	4					✓						✓
227	Energy Coordination Act section 11M and Compendium clause 7.6	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified in clause 7.6. Note: the summary wording of this obligation has not changed, but the content of clause 7.6(3) was amended as part of the changes to the Compendium that came into effect on 1 January 2020.	4	✓					✓					
228	Energy Coordination Act section 11M and	In the circumstances specified in clause 8.1(1)(a)-(c), a retailer must arrange for reconnection of the customer's supply address if the customer makes a request for	5	✓					✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	Compendium clause 8.1(1)	reconnection and pays the retailer's reasonable charges for reconnection (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges for reconnection.												
229	Energy Coordination Act section 11M and Compendium clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday. Note: the summary wording of this obligation has not changed, but new clause 8.1(3), which provides compliance detail about clause 8.1(2), was added as part of the changes to the Compendium that came into effect on 1 January 2020.	5	✓					✓					
231	Energy Coordination Act section 11M and Compendium clause 10.1(1)	A retailer must give notice to each of its customers affected by a variation in its tariffs, fees and charges no later than the next bill in the customer's billing cycle.	5					✓	✓					
232	Energy Coordination Act section 11M and Compendium clause 10.1(2)	A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer's tariffs, fees and charges, including any alternative tariffs that may be available to the customer.	5					✓	✓					
233	Energy Coordination Act section 11M and Compendium clause 10.1(3)	A retailer must give or make available to a customer the information requested on tariffs within 8 business days of the date of receipt of the request and, if requested, a retailer must provide the information in writing.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
234	Energy Coordination Act section 11M and Compendium clause 10.2(1)	A retailer must, on request, give a customer their billing data.	5					✓	✓					
235	Energy Coordination Act section 11M and Compendium clause 10.2(2)	A retailer must give the requested billing data at no charge if a customer requests their billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer.	5					✓	✓					
236	Energy Coordination Act section 11M and Compendium clause 10.2(3)	A retailer must give the requested billing data within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data.	5					✓	✓					
237	Energy Coordination Act section 11M and Compendium clause 10.2(4)	A retailer must keep a customer's billing data for 7 years.	5					✓	✓					
238	Energy Coordination Act section 11M and Compendium clause 10.3	A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer).	5					✓	✓					
239	Energy Coordination Act section 11M and Compendium clause 10.4	A retailer must give, or make available, to a customer on request and at no charge, general information on: cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances.	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
240	Energy Coordination Act section 11M and Compendium clause 10.5	If a customer asks for information relating to the distribution of gas, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	5					✓	✓					
241*	Energy Coordination Act section 11M and Compendium clause 10.5A(1)	As per 2017 Gas reporting manual, a retailer must, within 3 months of being subject to the Compendium, lodge with the ERA, a gas customer safety awareness programme	5					✓						✓
242*	Energy Coordination Act section 11M and Compendium clause 10.5A(2)	As per 2017 Gas reporting manual, A retailer must consult with the ERA when preparing the gas customer safety awareness programme.	5					✓						✓
243*	Energy Coordination Act section 11M and Compendium clause 10.5A(3)	As per 2017 Gas reporting manual, a gas customer safety awareness programme is to communicate information to customers regarding safety in the use of gas and must address, at a minimum, the information referred to in clause 10.5A(3)(a)-(c).	5					✓						✓
245	Energy Coordination Act section 11M and Compendium clause 10.9	A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand.	5					✓	✓					



Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
246	Energy Coordination Act section 11M Energy Coordination Act section 11M and Compendium clause 10.10(1)	A retailer must advise a customer on request how the customer can obtain a copy of the Gas marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website.	5					✓	✓					
249	Energy Coordination Act section 11M Energy Coordination Act section 11M and Compendium clause 10.11(1)	A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	5					✓	✓					
250	Energy Coordination Act section 11M and Compendium clause 10.11(2)	A retailer and, if appropriate, a distributor must include on a residential customer's bill and bill related information, reminder notice and disconnection warning the telephone numbers for: <ul style="list-style-type: none"> <li>its TTY services;</li> <li>independent multi-lingual services; and</li> <li>interpreter services with the National Interpreter Symbol.</li> </ul>	5					✓	✓					
251	Energy Coordination Act section 11M and Compendium clause 12.1(1)	A retailer and distributor must develop, maintain, and implement an internal process for handling complaints and resolving disputes.	5					✓	✓					
252	Energy Coordination Act	The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	section 11M and Compendium clause 12.1(2)	and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c). The complaints handling process must be available at no cost to customers.												
254	Energy Coordination Act section 11M and Compendium clause 12.1(3)(a)	When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).	5			✓			✓					
255	Energy Coordination Act section 11M and Compendium clause 12.1(3)(b)	When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.	5			✓			✓					
255A	Energy Coordination Act section 11M and Compendium clause 12.1(4)	A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	5					✓	✓					
256	Energy Coordination Act section 11M and Compendium clause 12.2	A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints.	5					✓	✓					
257	Energy Coordination Act	A retailer, distributor and gas marketing agent must give a customer on request, at no charge,	5					✓	✓					

Licence Obligation No.	Licence Condition	Obligation Description	Audit Priority	Control Rating					Control Rating					
				A	B	C	D	N/P	1	2	3	4	N/R	
	section 11M and Compendium clause 12.3	information that will assist the customer in utilising the respective complaints handling processes.												
258	Energy Coordination Act section 11M and Compendium clause 12.4	When a retailer, distributor or gas marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known).	5					✓						✓
281	Energy Coordination Act section 11M and Compendium 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.	5					✓	✓					
282	Energy Coordination Act section 11M and Compendium clause 13.2	A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	5		✓				✓					
283	Energy Coordination Act section 11M and Compendium clause 13.3	A report referred to in clause 13.1 must be published by the date specified by the ERA.	5		✓				✓					

### 3. Detailed findings, recommendations and action plans

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

Assessment of compliance adequacy

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

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

**Table 7: Detailed results including observations and recommendations**

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
1	<p>A licensee must pay the applicable fees in accordance with the Economic Regulation Authority (Licensing Funding) Regulations 2014 clauses 6 &amp; 7.</p> <p>Note: the Energy Coordination (Licensing Fees) Regulations 1999 was repealed on 1 January 2015</p> <p><i>Energy Coordination Act Section 11Q(1-2)</i></p>	5	<p>Through discussion with the Retail Market Finance Manager, it was noted that Origin has following processes in place to ensure the payments of applicable fees:</p> <ul style="list-style-type: none"> <li>• The invoice is received from ERA which includes the fee calculated per Regulation 7 of the ERA (Licensing Funding) Regulations 2014.</li> <li>• Once the invoice is received from the ERA, the payment against the invoice goes through the normal payment process of Origin.</li> <li>• If an invoice for applicable fee is not sent by ERA, the Retail Finance team is aware that they can use the formula specified in regulation 7 of the ERA (Licensing Funding) Regulations 2014 to calculate outstanding charges.</li> <li>• Accordingly, the Retail Finance team ensures that in any case, the payment of applicable fee is made within one month after each anniversary of the day on which the licence was granted.</li> </ul> <p>We examined the ERA's annual invoices and related remittance information and determined that the applicable license fees were paid by Origin in accordance with the requirements of the Regulations.</p>	N/P	1
2	<p>A licensee must, subject to the regulations, not supply gas to a customer other than under a standard form contract approved by the ERA or a non-standard contract that complies with the Act.</p> <p><i>Energy Coordination Act Section 11WG(1)</i></p>	5	<p>Through discussions with the Inbound Sales Group Manager and 'review of Origin's customer account set up procedures, it was noted that:</p> <ul style="list-style-type: none"> <li>• Origin supplies gas to its customers using standard or non-standard form contract.</li> <li>• The small use residential customers are supplied gas under the standard form contract.</li> <li>• If requested by the customer, Origin also offers a Non-Standard Contract to supply gas at discounted rates.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>The latest Standard Form Contract (dated 30 May 2017) is approved by the ERA and is placed on the ERA's and Origin's websites.</li> <li>The Non-Standard Contract used by Origin to supply gas at discounted rates complies with the Act.</li> </ul>		
3	A licensee must comply with a direction given to the licensee under section 11WI. <i>Energy Coordination Act section 11WG(2)</i>	5	<p>Clause 25 of Origin's Standard form contract Form states that any variation to the Standard Contract Form will be approved by the ERA and that Origin will publish the amended agreement as required by the Regulatory Requirements.</p> <p>Through the confirmation received from Origin's Credit and Collections Group Manager and review of the webpage 'Standard Form Contracts' on ERA's website, we determined that the Standard Form Contract has not been amended since 30 May 2017.</p> <p>As such, no directions to amend the standard contract were received from ERA during the current audit period.</p>	N/P	N/R
4	Gas is deemed to be supplied under the standard form contract if a customer commences to take a supply of gas at premises without entering into a contract with the holder of a trading licence. <i>Energy Coordination Act section 11WK(1-2)</i>	5	Through discussions with the Billing and Sales Fulfillment Manager and examination of the vacant consumption processes, we determined that the customers who consume gas without making arrangements with Origin are considered to be supplied gas under the Standard Form Contract, which would continue to remain in force, unless:	N/P	1
5	A standard form contract continues in force until it is terminated, or supply becomes subject to a non-standard contract with the supplier. <i>Energy Coordination Act section 11WK(3)</i>	5	<ul style="list-style-type: none"> <li>The customer is subsequently converted to the non-standard contract, on request of the customer;</li> <li>The customer is disconnected from Origin under clause 17 of the Standard Form Contract, either as a result of customer's own request or under the process of Disconnection for Non-Payment (DNP process).</li> </ul>	N/P	1
6*	As per the 2017 Gas Compliance Reporting Manual, a licensee must take reasonable steps to minimise the extent of the duration of any interruption, suspension or restriction of the	5	The Industry and Network Performance Group Manager confirmed that there were no interruptions, suspensions, or restrictions of the gas supply to customers due to an accident, emergency, potential danger or another	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	supply of gas due to an accident, emergency, potential danger or other unavoidable cause. <i>Energy Coordination Act section 11X(3)</i>		unavoidable cause during the audit period that Origin were aware of.		
10	A licensee must provide the ERA with a performance audit by an independent expert acceptable to the ERA within 24 months of commencement and every 24 months thereafter (or longer if the ERA allows). <i>Energy Coordination Act section 11ZA(1)</i>	5	Through discussion with the Senior Compliance Advisor and review of Origin's Gas Trading Licence and the relevant notices issued by the ERA, we determined the following: <ul style="list-style-type: none"> <li>Origin's Gas Trading License (GTL13) was granted by ERA on 30 May 2017 (commencement date).</li> <li>First performance audit conducted after the commencement date was for the period of 24 months (i.e., from 30 May 2017 to 31 May 2019).</li> <li>Subsequently, the ERA's dated 05 February 2020, announced its decision to increase the audit period for Origin's next performance audit to 36 months (i.e., from 1 June 2019 to 31 May 2022).</li> <li>On 22 February 2022, Origin received a letter from the ERA confirming that the performance audit for 36 months (covering the period 1 June 2019 to 31 May 2022) is due to commence.</li> <li>This audit is in accordance with the latest instructions of the ERA for conducting the performance audit covering the period from 1 June 2019 to 31 May 2022.</li> </ul>	N/P	1
11	A licensee must submit a draft last resort supply plan to the ERA within 3 months (or longer if the ERA allows) of being designated with that role. <i>Energy Coordination Act section 11ZAF(a)</i>	5	Through discussion with the Senior Compliance Advisor, it was confirmed that the ERA did not designate Origin as a supplier of last resort for any areas in Western Australia.	N/P	N/R
12	A licensee must consult with the ERA with a view to obtaining approval of its draft last resort supply plan. <i>Energy Coordination Act section 11ZAF(b)</i>	5	Refer to Licence Obligation no. 11	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
13	A licensee must carry out the arrangements and other provisions in the approved last resort supply plan if it comes into operation <i>Energy Coordination Act section 11ZAF(c)</i>	5	Refer to Licence Obligation no. 11	N/P	N/R
14	A licensee must submit any proposed amendment to its last resort supply plan to the ERA for approval. <i>Energy Coordination Act section 11ZAH(2)</i>	5	Refer to Licence Obligation no. 11	N/P	N/R
15	A licensee, who is designated as a supplier of last resort, must perform the functions of the supplier of last resort and carry out the arrangements and provisions of the last resort supply plan if it comes into operation <i>Energy Coordination Act section 11ZAJ</i>	5	Refer to Licence Obligation no. 11	N/P	N/R
16	A licensee, (supplier of last resort) must supply a transferred customer for at least 3 months after the date of transfer unless the transferred customer terminates the contract <i>Energy Coordination Act section 11ZAJ</i>	5	Refer to Licence Obligation no. 11	N/P	N/R
17	A licensee must pay the costs and expenses incurred in the taking of an interest or easement in respect of land held by a public authority. <i>Energy Coordination Act section 11ZK(3)</i>	5	The Senior Compliance Advisor confirmed that Origin did not take interest or easement in respect of land held by a public authority during the audit period.	N/P	N/R
19	A licensee that sells gas that is transported through a distribution system must be a member of an approved retail market scheme if a scheme is in force. <i>Energy Coordination Act section 11ZOC(1)(b)</i>	5	From discussion with the Senior Compliance Advisor and examination of the website of the Australian Energy Market Operator (AEMO), which is administrator of the retail market scheme in Western Australia, we confirmed that Origin was a member of AEMO for the duration of the audit period.	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
20	A licensee must not engage in prohibited conduct relating to the operation of a retail market scheme. <i>Energy Coordination Act section 11ZOV(1)</i>	5	Through correspondence with the Retail Compliance Manager, we confirmed that Origin has not engaged or assisted any other party to engage in any prohibited conduct during the audit period.	N/P	1
21	A licensee must not assist another party to engage in prohibited conduct relating to the operation of a retail market scheme. <i>Energy Coordination Act section 11ZOV(2)</i>	5	As a governance control, Origin's Risk Assurance and Compliance Group monitors Origin's conduct in the quarterly RAC (Risk and Audit Committee) meetings with the Retail Leadership Team (comprising of the Executive General Manager of Retail and direct reporting General Managers). In addition, the Retail Compliance meetings are also held on a fortnightly basis which discuss the day-to-day incidents reported through Retail Incident Management System (RIMS), including those related to compliance matters.	N/P	1
22	A licensee, as a member of a retail scheme, must comply with a direction given to it by the ERA to amend the scheme, and to do so within a specified time. <i>Energy Coordination Act section 11ZOZ(3)</i>	5	The Senior Compliance Advisor confirmed that Origin has not been given a direction by the ERA to amend the scheme during the audit period.	N/P	N/R
24	The licensee must not supply gas to customers unless the licensee is a member of an approved gas industry ombudsman scheme. <i>Energy Coordination Act section 11ZQH(a)</i>	5	The Specialist Consultant - Customer Insights confirmed that during the audit period, Origin has remained: <ul style="list-style-type: none"> <li>a member of the Energy &amp; Water Ombudsman (WA) Ltd. (the Ombudsman); and</li> <li>compliant with the decisions and directions of the gas industry ombudsman.</li> </ul>	N/P	1
24A	The licensee must not supply gas to customers unless the licensee is bound by, and compliant with, any decision or direction of the gas industry ombudsman. <i>Energy Coordination Act section 11ZQH(b)</i>	5	We reviewed the invoices and remittance information related to the annual levy charge by the Ombudsman and determined that the payments against the invoices were regularly made during the audit period, evidencing Origin's continued membership with the Ombudsman during the audit period.	N/P	1
29	A licensee supplying gas in an area referred to in Regulation 3(a), (b), or (c) is required to	5	Upon review of Origin's Website and through discussion with the Product Delivery and Operations Manager, it was determined that Origin supplies gas to the Mid-West/South-	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	have at least one capped tariff for any supply of gas in that area. <i>Energy Coordination Act section 11M</i>		West areas offering capped tariffs, not exceeding the regulated price cap on the gas tariffs.		
31	When offering to supply gas to a new customer under a standard form contract, a licensee is to offer to supply gas at a capped tariff. <i>Energy Coordination Act section 11M</i>	5	Through discussion with the Product Delivery & Operations Manager and review of Origin's standard and non-standard form contracts, it was noted that all customers are offered a capped tariff or time-of-use tariff depending on their plan selection when electing to commence a contract with Origin. Further, all tariffs are set within SAP and modifications are performed by the Product and Pricing team. Refer to Licence Obligation no. 30.  Review of Clause 8 of the Standard Form 'contract and Origin's Pricing, Rates & Charges webpage, confirmed that: <ul style="list-style-type: none"> <li>All customers are offered either a single rate (flat rate) tariff or a time-of-use tariff.</li> <li>If the customer is a small customer, the supply charge and energy usage charges are no more than the maximum amount permitted by the Energy Coordination (Gas Tariffs) Regulations 2000</li> </ul>	N/P	1
32	Except in prescribed circumstances, a non-standard contract must prohibit the licensee from disconnecting supply or causing disconnection to occur if : (a) a customer has provided to the licensee a written statement from a medical practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the customer's supply address; and (b) the customer has entered into arrangements acceptable to the licensee in relation to payment for gas supplied. <i>Energy Coordination (Customer Contracts) Reg 12(2)</i>	5	Upon review of Origin non-standard contract Clause 18, it was noted that Origin will not arrange for disconnection of gas supply under the following circumstances: <ul style="list-style-type: none"> <li>The customer has given Origin a written statement from a medical practitioner to the effect that supply is necessary to protect the health of a person who lives at the Supply Address; and</li> <li>The customer has entered arrangements acceptable to Origin in relation to payment for gas supplied</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
33	A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a written reminder notice to a customer not less than 14 business days after the day on which a bill was issued advising the customer that payment is overdue and requiring payment to be made on or before the day specified in the reminder notice (being a day not less than 20 business days after the billing day). <i>Energy Coordination (Customer Contracts) Reg 12(4)(a)</i>	5	Upon review of Origin's non-standard contract, it was noted that Clause 19 requires Origin to Give the customer a written reminder notices not less than 14 Business Days after the date on which the bill was issued, telling the customer that their payment is overdue and requiring the customer to pay by a specified date (at least 20 business days after the date on which the bill was issued) This applies to customers who have not paid their bill including the customer who has not agreed to or not adhered to an instalment plan or other payment option.	N/P	1
34	A non-standard contract must require the licensee, before disconnecting supply for non-payment of a bill, to give a disconnection warning to a customer not less than 22 business days after the billing day advising the customer that disconnection will occur unless payment is made on or before the day specified in the disconnection warning (being a day not less than 10 business days after the day on which the disconnection warning is given). <i>Energy Coordination (Customer Contracts) Reg 12(4)(b)</i>	5	Upon review of Origin's non-standard contract, it was noted that clause 19 of the contract addresses Origin actions before disconnecting a customer. Per the contract when a customer has not paid their bill by the due date on the reminder notice, Origin will perform the following before disconnection: <ul style="list-style-type: none"> <li>a written disconnection warning notice not less than 22 business days after the date on which the bill was issued, telling the customer that they will be disconnected unless they pay by a specified date (at least 10 business days after the date the disconnection warning was given)</li> </ul>	N/P	1
35	A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for non-payment of a bill if the customer pays the overdue amount or makes an arrangement for its payment and the customer has paid any applicable reconnection fee.	5	Upon review of Origin's non-standard contract, it was noted that clause 20 of the contract requires Origin to reconnect a customer if: <ul style="list-style-type: none"> <li>The customer within 10 business days of disconnection due to non-payment of a bill, the customer pays the overdue amount or arranges with Origin for its payment before Origin reconnects the customer.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 12(5)(a)</i>		<ul style="list-style-type: none"> <li>The customer must also pay Origin any reconnection fee or agree an instalment plan for that fee with Origin.</li> </ul>		
36	<p>A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for denial of access to a meter, if the customer provides access to the meter and the customer has paid any applicable reconnection fee.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(5)(b)</i></p>	5	<p>Upon review of Origin's market (non-standard) contract, it was noted that clause 20 of the contract requires Origin to reconnect a customer if:</p> <ul style="list-style-type: none"> <li>Within 10 business days after disconnection for denial of access to a meter, the customer provides access to the meter.</li> <li>The customer must also pay Origin any reconnection fee or agree an instalment plan for that fee with Origin</li> </ul>	N/P	1
37	<p>A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for unlawful consumption of gas, if the customer pays for the gas consumed and the customer has paid any applicable reconnection fee.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(5)(c)</i></p>	5	<p>Upon review of Origin's market (non-standard) contract, it was noted that clause 20 of the contract requires Origin to reconnect a customer if:</p> <ul style="list-style-type: none"> <li>Within 10 business days after disconnection for illegal use of gas, the customer stops using gas illegally and pays for the gas used or arranges with Origin to do so before Origin reconnects the customer.</li> <li>The customer also must pay Origin any reconnection fee or agree an instalment plan for that fee with Origin</li> </ul>	N/P	1
38	<p>A non-standard contract must require the licensee to reconnect supply to a customer within 10 business days after disconnection for refusal to pay a refundable advance, if the customer pays the refundable advance and the customer has paid any applicable reconnection fee.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(5)(d)</i></p>	5	<p>Upon review of Origin's market (non-standard) contract, it was noted that clause 20 of the contract requires Origin to reconnect a customer if:</p> <ul style="list-style-type: none"> <li>Within 10 business days after disconnection for refusal to pay a security deposit, the customer pays the security deposit before Origin reconnects the customer.</li> <li>The customer must pay Origin any reconnection fee or agree an instalment plan for that fee with Origin.</li> </ul> <p>Through discussions with the Senior Compliance Advisor, it was confirmed that Origin does not require customers to pay a refundable advance as security over consumptions in case of default.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
39	A non-standard contract must require the licensee to reconnect supply to a customer within 20 business days after disconnection in an emergency situation or for health, safety or maintenance reasons, if the situation or problem giving rise to the need for disconnection has been rectified, and if the customer has paid any applicable reconnection fee. <i>Energy Coordination (Customer contracts) Reg 12(5)(e)</i>	5	Upon review of Origin's non-standard contract, it was noted that clause 20 of the contract requires Origin to reconnect a customer if: <ul style="list-style-type: none"> <li>• Within 20 business days after disconnection in an emergency or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified</li> <li>• The customer must pay Origin any reconnection fee or agree an instalment plan for that fee with Origin.</li> </ul>	N/P	1
40	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who is unable to pay until: alternative payment options have been offered to the customer; the customer is given information on government funded concessions; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it. <i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.1.2</i>	5	Upon review of Origin's non-standard contract it was confirmed that clause 19 of the contract articulates Origin's obligations prior to disconnecting customers. Per the contract Origin will not disconnect until the following is performed: For residential customers: <ul style="list-style-type: none"> <li>• Offered an instalment plan or other payment option (if Origin has not already done so); and</li> <li>• Provided information about government concessions</li> </ul> For business customers: <ul style="list-style-type: none"> <li>• Offered an extension of time to pay</li> </ul> For 'll customers: <ul style="list-style-type: none"> <li>• Use Origin's best endeavours to contact the customer; and</li> </ul>	N/P	1
41	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a business customer until: it has used its best endeavours to contact the customer; it has offered the customer an extension of time to pay the bill; and it has provided the customer a written notice of its intention to disconnect at least 5 business	5	<ul style="list-style-type: none"> <li>• Not disconnecting the customer until at least one business day after the date Origin says that they will do so in the disconnection warning notice</li> <li>• If origin offers the customer an instalment plan or other payment option, Origin will not disconnect the customer if they accept the offer, unless, after doing so the customer</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>days' notice prior to the disconnection date, and the customer has refused to accept the alternative payment option or failed to make payments under it.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.2.3</i></p>		<p>does not take any reasonable actions towards settling the debt within the time period specified in the offer.</p> <p>Additionally, clause 19 of Origin's non-standard contract states that if you are a Small Customer and have not paid your bill (including where the customer has not agreed to or not adhered to an instalment plan or other payment option), before Origin disconnects the customer's gas supply, they will:</p>		
42	<p>A non-standard contract must include provisions that ensure that the licensee will not disconnect supply to a customer who denies access to a meter until: the customer has refused access on at least 3 concurrent billing cycles, the customer is given the option to offer alternative access arrangements; the customer is provided written advice on each occasion access was denied; it has used its best endeavours to contact the customer; and it has provided the customer a written notice of its intention to disconnect at least 5 business days prior to the disconnection date.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.2.1 &amp; 5.1.2.2</i></p>	5	<p>will:</p> <ul style="list-style-type: none"> <li>• Given the customer a chance to offer reasonable alternative access arrangements; and</li> <li>• on each occasion that the customer Supply Address could not be accessed, given the customer five Business Days' written notice of the next scheduled meter reading, and requested access to the meter at that time; and</li> <li>• used Origin's best endeavours to contact the customer and given them five Business Days' notice of Origin's intention to arrange for disconnection:</li> </ul> <p>As per clause 17, if the customer is a small customer, Origin will follow any procedures set out in the Regulatory Requirements. Origin may arrange for disconnection of a customer's gas supply given the following circumstances:</p> <ul style="list-style-type: none"> <li>• If the customer is a Small Customer and they fail to pay charges or other amounts on their bill related to the supply of gas by the Due Date</li> <li>• If the customer has not agreed to an instalment plan or other payment option when we have required them to do so</li> <li>• if the customer has not paid in accordance with an agreed instalment plan or other payment option</li> </ul> <p>Where payment is not the issue for disconnection, Origin will provide the customer with not less than five Business Days' notice of their intention to disconnect.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			For disconnection related to non-payment, the customer has 10 business days to pay their outstanding charges prior to disconnection (cl19)		
43	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect or interrupt supply to a customer in the event of an emergency, and if so, the licensee or distributor will provide a 24-hour information service, estimate the time when gas supply will be restored and use best endeavours to restore supply when the emergency is over. <i>Energy coordination (Customer Contracts) Reg 12(6), AGA Code Clauses 5.1.3.1 and 5.1.3.2</i>	5	Upon review of Origin's non-standard contract, it was confirmed that clause 17 of the contract articulates Origin's obligations prior to disconnection or interruption. Per the contract, Origin may arrange for disconnection of the customer's gas supply in the following circumstances, unless they are prohibited from doing so under the Regulatory Requirements or that Origin say they will not: <ul style="list-style-type: none"> <li>In an emergency, but 'n this case the customer's Distributor will provide, by way of a 24-hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to reconnect you as soon as possible</li> </ul>	N/P	1
44	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for health and safety reasons but will not do so unless the licensee or distributor has provided the customer written notice of the reason; allow the customer 5 business days to remove the reason where the customer is able to; and after the 5 business days issued a notice to the customer of its intention to disconnect supply at least 5 business days' notice prior to the disconnection date. <i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clauses 5.1.4.1 and 5.1.4.2</i>	5	<ul style="list-style-type: none"> <li>For health and safety reasons, so long as, except in an emergency or where there is a need to reduce the risk of fire or where required by the Regulatory Requirements:</li> <li>Origin gives the customer written notice of the reasons.</li> <li>Origin has given the customer five Business Days to remove the reason (where they are able to do so); and</li> <li>at the end of the five Business Days Origin give the customer another five Business Days' notice of the customers intention to disconnect you.</li> </ul>	N/P	1
45	A non-standard contract must include provisions that ensure that the licensee or distributor may disconnect supply for planned maintenance but will not do so unless the	5	Upon review of Origin's non-standard contract, it was noted that Clause 16 of the contract articulates Origin's obligations prior to disconnection or interruption.	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>licensee or distributor has provided the customer 4 days' notice; and will use best endeavours to minimise disruption and restore supply.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clauses 5.1.5.1, 5.1.5.2 and 5.1.5.3</i></p>		<p>Per the contract, where the customer's distributor intends to undertake inspections, repairs, testing, or maintenance of the distribution system at the customer's Supply Address, Origin and distributor will give the customer notice of this, except,</p> <ul style="list-style-type: none"> <li>• in case of an emergency,</li> <li>• where they suspect the customer is using gas illegally or</li> <li>• for routine meter replacements.</li> </ul> <p>Unless the customer agrees to a shorter period, the notice period will be:</p> <ul style="list-style-type: none"> <li>• Four days for planned maintenance at the customer's supply Address or on the distribution system, or such longer period specified by the Regulatory Requirements: and</li> <li>• For any other work, at least 24 hours or such longer period specified by the Regulatory Requirements.</li> </ul> <p>Distributor will use its best endeavours to minimise interruptions to the customers gas supply due to planned maintenance or augmentation and restore the customers gas supply as soon as practicable.</p>		
46	<p>A non-standard contract must include provisions that ensure that the licensee will not disconnect supply for failure by a customer to pay a refundable advance without giving a written notice to the customer of its intention to disconnect at least 5 business days prior to the disconnection date.</p> <p><i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.7.2</i></p>	5	<p>Upon review of Origin's non-standard contract, it was noted that Clause 17 articulates Origin's obligations prior to disconnecting customers.</p> <p>Per the contract, Origin may arrange for disconnection of the customer's gas supply if the customer has refused to provide a security deposit so as Origin gives the customer not less than five business days' notice if their intention to do so.</p> <p>Through discussions with Senior Compliance Advisor, it was noted that Origin does not require customers to pay a refundable advance as security over consumption in case of default.</p>	N/P	1
47	<p>A non-standard contract must include provisions that ensure that the licensee will not</p>	5		N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	disconnect supply where the bill owing is less than the average bill over the past 12 months and the customer has agreed to pay. <i>Energy coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.8.1(a)</i>		Upon review of Origin's non-standard contract clause 18, it was noted that Origin did not arrange for gas disconnection under following circumstances:		
48	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where the issue is the subject of complaint by the customer and is being reviewed externally and is not resolved. <i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.8.1(b)</i>	5	<ul style="list-style-type: none"> <li>Where the amount outstanding is less than an average bill over the last 12 months and the customer has agreed with Origin to repay the amount</li> <li>If the customer has made a complaint which remains unresolved, and the complaint is directly related to the reason for the proposed disconnection.</li> <li>Where the customer has made an application for a government concession or grant, and the application has not been decided. However, this clause does not apply to applications for gas concessions as these are made through your electricity retailer.</li> </ul>	N/P	1
49	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where an application for a government concession has not been decided. <i>Energy Coordination (Customer Contracts) Reg 12(6) AGA Code Clause 5.1.8.1(c)</i>	5	<ul style="list-style-type: none"> <li>Where the customer has failed to pay an amount on a bill which does not relate to the supply charge, energy usage charge or other charges contemplated by the Regulatory Requirements.</li> <li>after 3pm on a weekday</li> <li>on a Friday, a weekend, a public holiday or the day before a public holiday.</li> </ul>	N/P	1
50	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply where a customer has failed to pay a debt that is not a direct service charge. <i>Energy Coordination (Customer Contracts) Reg 12(6), AGA Code Clause 5.1.8.1(d)</i>	5	<p>However, Origin may arrange for disconnection of the customer's gas supply in the above situations if:</p> <ul style="list-style-type: none"> <li>required to by the Regulatory Requirements</li> <li>the customer asks Origin to</li> <li>in an emergency</li> <li>due to planned interruption</li> <li>to prevent unauthorised use of gas</li> </ul>	N/P	1
51	A non-standard contract must include provisions that ensure that the licensee will not disconnect supply after 3pm on a weekday; and not on a Friday, weekend or public holiday or on the day before a public holiday unless it is a planned interruption.	5	<p>However, confirmed Senior Compliance Advisor – Retail Compliance with that Origin does not require customers to pay a refundable advance as security over consumption in case of default.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 12(6), AGA code Clause 5.1.8.1(e) and (f)</i>				
52	A non-standard contract must include provisions that ensure that if a licensee is under an obligation to reconnect supply and the customer makes a request for reconnection after 3pm on a business day, the licensee shall use best endeavours to reconnect the customer as soon as possible on the next business day. <i>Energy Coordination (Customer Contracts) Reg 12(6), AGA code Clause 5.2.2.2</i>	5	Upon review of Origin's non-standard contract, it was confirmed that clause 20 of the contract articulates that if a customer is entitled to be reconnected and they request reconnection after 3pm on a business day, Origin will ask the Distributor to reconnect the customer as soon as possible on the next business day.	N/P	1
53	A non-standard contract must include provisions that ensure that if a licensee uses a refundable advance to offset an amount owed, it must provide to the customer an account of its use and pay any balance within 10 business days to the customer. <i>Energy Coordination (Customer Contracts) Reg 13(1), AGA Code Clause 4.4.6.2</i>	5	The Senior Compliance Advisor confirmed that Origin does not require customers to pay a refundable advance as security over consumptions in case of default. <ul style="list-style-type: none"> <li>Upon review of Origin's non-standard contract, it was confirmed that clause 6 of the contract articulates Origin's obligations surrounding refundable advances. Per the contract: 'If Origin uses the customer's security deposit or any interest to offset the amount owed to the customer, Origin will let the customer know and refund them the balance of the security deposit (if any) within 10 business days.</li> </ul>	N/P	1
54	A non-standard contract must require the licensee to place refundable advances in separate trust accounts and separately identify the amounts in its accounting records. <i>Energy Coordination (Customer Contracts) Reg 13(3)</i>	5	<ul style="list-style-type: none"> <li>Origin must keep any Security Deposits in a separate trust account and separately identify the security deposit in Origin's accounting records.</li> </ul>	N/P	1
55	A non-standard contract must require the licensee to return interest earned on refundable advances accounts to customers. <i>Energy Coordination (Customer Contracts) Reg 13(4)</i>	5	<ul style="list-style-type: none"> <li>Origin no longer need your security deposit, they will return it and any interest through a credit on the customer's bill, or if the customer has closed their account, through Origin's standard processes to refund account credits.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
56	<p>A non-standard contract must require the customer to pay a charge for gas supplied; inform the customer that the supply charge is either for residential or non-residential supply; inform the customer that the supply charge includes a specified fixed component and specified usage component; require the customer to pay the non-residential charge unless the customer qualifies to pay the residential charge; and describe the circumstances in which a customer qualifies for the residential charge.</p> <p><i>Energy Coordination (Customer Contracts) Reg 14(2)</i></p>	5	<p>Upon review of Origin’s non-standard contract, it was confirmed that clause 8 informs the customer about the payable charges Origin charges. The charges include the amounts for the sale and supply of gas described below:</p> <ul style="list-style-type: none"> <li>• Supply charges – daily charges, regardless of how much gas you use. These charges are published by us on our website. The current charges are set out in your Details section.</li> <li>• Energy usage charges – charges based on the amount of gas you use. These charges are published by us on our website. The current charges are set out in your Details section.</li> <li>• If the customer is a small customer, the supply charge and energy usage charges are either residential or non-residential charges. The customer must pay the residential charges if they are a residential customer and the non-residential charges. If they are not a residential customer.</li> </ul> <p>The contract noted that a residential customer means a customer who purchases gas predominantly for personal, domestic, or household usage.</p> <p>Additionally, through observation of Origin's training materials, customer welcome packs and publicly available information on Origin website, determined that Origin provides a breakdown of supply charges by contract type, in accordance with requirement of Regulation 14(2).</p>	N/P	1
57	<p>A non-standard contract must include provisions that ensure that a licensee give notice of the tariffs charged and provide these notices to customers without charge upon request.</p>	5	<p>Through review of Origin’s non-standard contract, it was confirmed that clause 8 of the contract states that if the customer is a small customer, Origin will give the customer notice of the charges in the Government Gazette, newspaper, a notice to you or as agreed with the Economic Regulatory Authority. The customer can also ask Origin to</p>	N/P	1

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	<i>Energy Coordination (Customer Contracts) Reg 14(3), AGA code clause 4.1.2.1 and 4.1.2.2</i>		send them a copy of the Charges at no charge to the customer.		
58	A non-standard contract must include provisions that ensure that a licensee give notice of a variation in tariffs charged and provide these notices to customers affected by the change no later than the next bill. <i>Energy Coordination (Customer Contracts) Reg 14, AGA code clause 4.1.3.1 and 4.1.3.2</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 9 of the contract states that the notice of variation to customer charges may be by message on the customer bill. Origin will notify the customer no later than their next bill after the variation.	N/P	1
59	A non-standard contract must include provisions that ensure that a licensee issue a bill to a customer at least once every 3 months, unless agreed otherwise. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA code clause 4.2.1</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 10 of the contract states that the billing period will be at least every three months. Origin may change the billing period by notice to the customer, for example, Origin may change the customer's billing period to one month.	N/P	1
60	A non-standard contract must include provisions that ensure that a licensee prepare a bill in accordance with the terms specified in the AGA Code, including the inclusion of any refundable advance. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA Code Clause 4.2.3.1, 4.2.3.2 and 4.2.3.3</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 12 of the contract states that Origin's bill will include specifically: <ul style="list-style-type: none"> <li>• The dates and values of your previous and current meter reading' or estimates.</li> <li>• the customer's usage, or estimated usage;</li> <li>• the number of days covered by the bill;</li> <li>• the customer's Charges;</li> <li>• the customer's meter or property number;</li> <li>• the amount due;</li> <li>• the Due Date.</li> <li>• a summary of the payment methods and instalment payment options available.</li> <li>• the customer's Supply Address and any relevant billing address;</li> <li>• the customer's name and account number;</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>• a statement that the late payment fee may apply for payments after the Due Date;</li> <li>• the average daily usage and cost;</li> <li>• the amount of arrears or credit;</li> <li>• details of any Security Deposit the customer has provided.</li> <li>• the amount of any other charge and details of the service provided.</li> <li>• If the customer is a Residential Customer, a reference to any concessions available to the customer and any Government concessions that may be available.</li> <li>• the telephone number for billing and payment enquiries.</li> <li>• a 24-hour contact telephone number for faults and emergencies.</li> <li>• that the customer may ask to have your meter tested so long as, if we ask the customer to, the customer first pay the fee for doing so and that the fee will be refunded if the meter is not found to be working accurately.</li> <li>• the availability of interpreter services; and</li> <li>• a telephone number to contact if the customer is experiencing financial difficulties</li> </ul>		
61	<p>A non-standard contract must include provisions that ensure that a licensee apply payments received from a customer as directed by the customers (if the bill includes charges for other goods and services).</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1), AGA code clause 4.2.3.2</i></p>	5	<p>Through review of Origin’s non-standard contract, it was confirmed that clause 12 of the contract states that if the customer is a small customer and Origin include any other amounts on the customer bill for other goods or services provided to you, then unless you agree otherwise, we will separately itemise those amounts on your bill and include a description of the goods and services. Origin will apply payments as directed by the customer, or if the customer does not give any direction:</p>	N/P	1
62	<p>A non-standard contract must specify that if a customer does not direct how a payment is to be allocated, a licensee must apply the payment:</p> <p>(i) to charges for the supply of gas before</p>	5	<ul style="list-style-type: none"> <li>• To the charges and fees set out in clause 8 before applying payment to the amounts for other goods or services; or</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>applying any portion of it to such goods or services; or</p> <p>(ii) if such goods or services include electricity, to the charges for gas and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1) and (2)</i></p>		<ul style="list-style-type: none"> <li>The goods or services include electricity, equally to the amounts referred to above and to the amounts for electricity before applying any payment to any other goods or services.</li> </ul>		
63*	<p>As per 2017 Gas Compliance Reporting manual, a non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a licensee shall provide to the customer free of charge the customer's historical billing data for the previous two years.</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1), 47(2) and 47(4), AGA code clause 4.2.3.4</i></p>	5	<p>Through review of Origin's non-standard contract, it was confirmed that clause 13 of the contract states that if the customer asks Origin to provide data and Origin has the data, Origin will give you your Billing data. If the customer requests Billing Data:</p> <ul style="list-style-type: none"> <li>for a period less than the previous two years and no more than once a year; or</li> <li>in relation to a dispute with Origin</li> </ul> <p>Origin will not charge the customer for providing the data. Otherwise, Origin may ask you to pay a reasonable charge.</p>	N/P	1
63A	<p>A non-standard contract must include provisions that ensure that where a customer requests it and the data is available, a licensee shall provide to the customer free of charge the customer's historical billing data for the previous two years.</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1), AGA code clause 4.2.3.4</i></p>	5		N/P	1
64	<p>A non-standard contract must include provisions that ensure that a licensee base a customer's bill on a meter reading and meters must be read at least once per year.</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1), AGA Code Clause 4.2.4.1</i></p>	5	<p>Through review of Origin's non-standard contract, it was confirmed that clause 10 of the contract states that the customer's distributor will read the customer's meter as often as needed to bill the customer based on their usage, and, in any event, at least once every 12 months.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
65	A non-standard contract must include provisions that ensure that if the licensee accepts a customer reading of the meter, it must not adjust the bill in favour of the licensee if the licensee subsequently discovers the reading was incorrect in favour of the customer. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA Code Clause 4.2.4.2</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 10 of the contract articulates Origin's obligations regarding meter readings. Per the contract, if the customer bill is based on an estimate of their usage and Origin later have a measurement of your actual usage: <ul style="list-style-type: none"> <li>if you are a Small Customer, we will adjust a subsequent bill for the difference; and</li> <li>if the customer is an Other Customer Origin may adjust a subsequent bill for the difference if this is reasonable in the circumstances,</li> </ul>	N/P	1
66	A non-standard contract must include provisions that ensure that if the licensee provides a customer with an estimated bill and is subsequently able to read the meter, the licensee must adjust the estimated bill in accordance with the meter reading. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA code clause 4.2.4.4</i>	5	unless: <ul style="list-style-type: none"> <li>the estimated bill was the customer's final bill; or Origin accepts the customer's reading of their meter as the meter reading to base the customer's bill on and the later reading reveals an error in the customer's favour.</li> </ul>	N/P	1
67	A non-standard contract must include provisions that ensure that a licensee read a customer's meter upon request and may impose a fee for doing so. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA Code Clause 4.2.4.5</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 10 of the contract states that if Origin have based the customer's bill on their estimated usage because their meter can't be read because of their failure to provide access, and the customer then asks Origin to replace the estimated bill with a bill based on a reading of the customer's meter, then so long as the customer allows access to their meter and pay any reasonable charge Origin request, Origin will do so.	N/P	1
68	A non-standard contract must include provisions that ensure that a licensee offer payment in person and payment by mail. <i>Energy Coordination (Customer Contracts) Reg 15(1), AGA Code Clause 4.3.2.1</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 11 of the contract articulates Origin's obligations regarding payment options. Per the contract, the customer can pay their bill: <ul style="list-style-type: none"> <li>over the counter in person at any third-party retailer or outlet specified on the customer bill</li> <li>by mail</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>by any of the other options listed on the customer bill</li> </ul>		
69	<p>A non-standard contract must include provisions that ensure that a licensee offer customers who are absent for a long period, payment in advance facilities and the option of redirecting the bill.</p> <p><i>Energy Coordination (Customer Contracts) Reg 15(1), AGA code clause 4.3.2.2</i></p>	5	<p>Through review of Origin’s non-standard contract, it was confirmed that clause 11 of the contract states that if the customer wants to pay their bill in advance or have their bill redirected, they can process it by calling Origin.</p>	N/P	1
70	<p>A non-standard contract must not authorise a licensee to terminate a contract if a customer commits a breach of the contract (other than a substantial breach) unless:</p> <p>(a) the licensee has a right to disconnect supply under the contract, a written law or a relevant code; and</p> <p>(b) the licensee has disconnected supply at all supply addresses of the customer covered by the contract.</p> <p><i>Energy Coordination (Customer Contracts) Reg 16(3)</i></p>	5	<p>Through correspondence with the Senior Compliance Advisor and review of Origin’s disconnection SOPs, it was confirmed that:</p> <ul style="list-style-type: none"> <li>Origin does not disconnect gas supply unless it is a last resort option in accordance with the terms of the contract</li> <li>Disconnection process usually takes place at the later stages of the collection cycle when a customer fails to respond to the communications that origin has made and/or honour any payment arrangements that have been put in place to assist bill payment.</li> <li>If a customer wishes to end their contract with Origin</li> <li>Origin will follow any procedures set out in the Regulatory Requirements prior to disconnection.</li> </ul> <p>Through review of Origin’s non-standard contract, it was confirmed that contract clause 21 noted Origin’s obligations for contract termination.</p> <p>Per the contract, Origin can end the non-standard contract for the following reasons:</p> <ul style="list-style-type: none"> <li>By giving the customer 20 business days’ notice;</li> <li>If the customer has become insolvent, goes into liquidation or commits an act of bankruptcy</li> <li>If they commit a substantial breach of the Agreement</li> <li>The customer can end the agreement by requesting to be disconnected at the supply address.</li> </ul>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
71	<p>A non-standard contract must require a licensee to make the following information available to the customer if the customer requests it:</p> <ul style="list-style-type: none"> <li>(a) a copy of their customer service charter;</li> <li>(b) copies of regulations or any relevant code;</li> <li>(c) information about fees and charges payable under the contract;</li> <li>(d) with information on energy efficiency;</li> <li>(e) billing data; and</li> <li>(f) with information on Government Assistance Programs and Financial Counselling Services if requested by the customer.</li> </ul> <p><i>Energy Coordination (Customer Contracts) Reg 19</i></p>	5	<p>Through review of Origin’s non-standard contract, it was confirmed that clause 36 of the contract articulates Origin’s obligations for customer information requests.</p> <p>Per the contract, if the customer would like any of the below information, just ask Origin:</p> <ul style="list-style-type: none"> <li>• a copy of the Energy Coordination (Customer Contracts) Regulations 2004</li> <li>• a copy of the Gas Marketing Code of Conduct 2015 (which we must comply with) and information about the scope of this code</li> <li>• a copy of the Compendium of Gas Customer License Obligations</li> <li>• information about the Charges and fees payable under this agreement; including alternative tariffs that may be available to the customer</li> <li>• information about service levels that may apply to the customer</li> <li>• information about energy efficiency</li> <li>• Billing Data</li> <li>• contact details for obtaining information about financial counselling services or the customer’s eligibility for Government assistance programs</li> <li>• general information about Origin’s gas customer safety awareness program.</li> </ul> <p>Furthermore, Origin has a general ‘Customer disclosure statement and charter’ which is housed ad available on their website,</p>	N/P	1
72	<p>A non-standard contract must include provisions that ensure that a licensee must offer a customer who indicates to the licensee that they are experiencing payment difficulties: instalment plan options; right to have bill redirected to third person; information about or</p>	5	<p>Through review of Origin’s non-standard contract, it was confirmed that clause 14 of the contract articulates Origin’s obligations for customers with payment difficulties.</p> <p>Per the contract, if the customer lets Origin know that they are experiencing financial hardship or payment difficulties,</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	referral to government assistance programs; and information on independent financial counselling services <i>Energy Coordination (Customer Contracts) Reg 20(2), AGA code clause 4.3.5.1</i>		then within three business days Origin will assess the customer's situation and if they agree, Origin will offer: <ul style="list-style-type: none"> <li>• additional time to pay a bill;</li> <li>• an instalment plan with no fees or interest;</li> <li>• the right to have a bill redirected to a third party;</li> <li>• information about government concessions and assistance and about independent financial counselling services.</li> </ul>		
72A	A non-standard contract must set out the procedures to be followed in relation to debt collection. <i>Energy Coordination (Customer Contracts) Reg 20(3)</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 11 of the contract articulates Origin's obligations for debt collection. Per the contract, if the customer does not pay by the due date (unless they have requested a review of the bill) Origin may do one or more of the following things: <ul style="list-style-type: none"> <li>• apply any Security Deposit (see clause 6 for more details);</li> <li>• disconnect the customer's gas supply (see clauses 17-19 for more details);</li> <li>• ask a debt collection agency to obtain the payment from the customer;</li> <li>• sell the rights to the unpaid amount to a third party who may seek to collect it from you.</li> <li>• Origin may also rely on any other rights they have under this Agreement.</li> </ul>	N/P	1
72B	A non-standard contract must specify the steps taken to ensure that customer information is dealt with in a confidential manner. <i>Energy Coordination (Customer Contracts) Reg 22</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 31 of the contract states that Origin will comply the Privacy Act 1988 and the Australia Privacy Principles in relation to the customer's personal information.' Origin will keep the customer's personal information confidential and secure and only disclose it to their people who need to know the information and as otherwise set out in the market' contract agreement and Origin's privacy policy.	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
73	A non-standard contract must prohibit the supply of gas to the customer under a door-to-door contract during the cooling-off period unless the customer requests supply. <i>Energy Coordination (Customer Contracts) Reg 40(3)</i>	5	Upon review of Clause 3 of Origin's non-standard form contract, it was confirmed that Origin can start to sell gas on the Supply start date which is either: <ul style="list-style-type: none"> <li>At the end of the cooling off period;</li> <li>Date when customer's supply address is transferred to Origin; or</li> <li>Any other date agreed with the customer.</li> </ul>	N/P	1
74*	As per 2017 Gas Reporting Manual, a licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered a payment arrangement and is complying with the terms of that arrangement. <i>Energy Coordination (Customer Contracts) Reg 20(3) and 48</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 11 of the contract articulates Origin's obligations for commencing legal proceedings. Per the contract, Origin will not start legal proceedings against the customer for the unpaid amount if: <ul style="list-style-type: none"> <li>the customer has entered into an instalment plan for the amount and are complying with that plan;</li> <li>you are a Residential Customer and have informed us that you are experiencing Payment Difficulties or Financial Hardship, unless or until we have assessed whether you are and, if so, offered you assistance.</li> </ul> Further, Origin had not litigated any WA customers since Jan 2019 for the recovery of a customer debt.	N/P	N/R
74A	A licensee must not commence legal proceedings for the recovery of a customer debt if the customer has entered a payment arrangement and is complying with the terms of that arrangement. <i>Energy Coordination (Customer Contracts) Reg 48</i>	5	<ul style="list-style-type: none"> <li>you are a Residential Customer and have informed us that you are experiencing Payment Difficulties or Financial Hardship, unless or until we have assessed whether you are and, if so, offered you assistance.</li> </ul> Further, Origin had not litigated any WA customers since Jan 2019 for the recovery of a customer debt.	N/P	N/R
75*	As per 2017 Gas Reporting Manual, a licensee must only provide a credit reporting agency with default information relevant to one of their bills. <i>Energy Coordination (Customer Contracts) Reg 22 and 49(2)</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 31 of the contract states that Origin will comply the Privacy Act 1988 and the Australia Privacy Principles in relation to the customer's personal information.' Origin will keep the customer's personal information confidential and secure and only disclose it to their people who need to know the information and as otherwise set out in this agreement and our privacy policy.	N/P	1
75A	A licensee may only provide a credit reporting agency with default information if it relates to a bill issued by the licensee.	5	Through discussion with members of the Credit & Collections team, it was noted that from early 2020 onwards, Origin	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 49(2)</i>		<p>stopped all mass market area credit listings due to the impacts of COVID-19. This meant that the standard default listing practice was disabled. However, the standard procedure for default listings usually occurs automatically through the SAP workflows. The standard collections process will occur followed by the recoveries processes. Once it has passed 60 days with no customer engagement, Origin will issue a warning of default listing for balances exceeding \$150. Once the final due date has been ignored &amp; payment has not been received, SAP will automatically send the relevant outstanding bill amount through to the bureau. According to Origin's Privacy Collection Statement for Credit Reporting, Origin may only inform credit reporting bodies is the customer:</p> <ul style="list-style-type: none"> <li>• does not pay for the products and services that Origin provide to them;</li> <li>• the customer commits fraud or tries to; and</li> <li>• the customer commits a serious credit infringement</li> </ul>		
76	<p>A licensee must notify a credit reporting agency immediately if a customer has cleared their debt.</p> <p><i>Energy Coordination (Customer Contracts) Reg 49(3)</i></p>	5	<p>Through discussion with members of the Credit &amp; Collections team, it was noted that from end of March 2020 onwards, Origin ceased all mass market area credit listings due to the impacts of COVID-19. However, during the period June 2019 to March 2020, the following processes for customer default listing were applied:</p> <ul style="list-style-type: none"> <li>• if a customer is identified as default (criteria embedded within SAP system), system automatically reports updates to the bureau through an automatic workflow overnight</li> <li>• if a customer has subsequently paid their outstanding debt, system automatically identifies the payment made and update the listing to the bureau including customer status as "Paid" through an automatic workflow overnight</li> </ul>	N/P	N/R
77	<p>If a customer remedies a default and demonstrates extenuating circumstances, a licensee must request the credit reporting agency to remove the default record.</p> <p><i>Energy Coordination (Customer Contracts) Reg 49(4)</i></p>	5	<ul style="list-style-type: none"> <li>• if a customer is identified as default (criteria embedded within SAP system), system automatically reports updates to the bureau through an automatic workflow overnight</li> <li>• if a customer has subsequently paid their outstanding debt, system automatically identifies the payment made and update the listing to the bureau including customer status as "Paid" through an automatic workflow overnight</li> </ul>	N/P	N/R
78	<p>A licensee must not refer a default to a credit reporting agency that is the subject of a complaint or matter of review.</p>	5		N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 49(5)</i>		<ul style="list-style-type: none"> <li>once the' payment is made, the customer's status within the bureau will be updated to a paid status within five business days.</li> <li>if a customer calls up enquiring about a default listing, there are SOPs in place to help the customer service agents process payments &amp; handle default enquiries</li> <li>if a customer defaults &amp; they subsequently show extenuating circumstances, the default listing is able to be removed. On a case-by-case basis, vendor support team review them and remove/update the default listing manually logging into the bureau's website or, alternatively, Origin can request the bureau to do so.</li> <li>If a customer makes a complaint regarding an outstanding bill and the complaint is not yet resolved, a lock will be placed on the customer's account. This effectively acts as a pause &amp; the DNP &amp; default warning process will not proceed until the lock is removed.</li> <li>Instances where customers disputed the default, Origin had a checklist to follow in order to discuss and decide as well as to update/remove or leave the default.</li> </ul> <p>Furthermore, Origin has recently implemented detective control to ensure that Origin records match bureau records for default-listed customers. For Obligation number 76 and 77, no sample instances were made available to confirm compliance.</p> <p>For obligation number 78, sample verification confirmed that customers were not default listed if there was an unresolved complaint in place.</p>		
79	A licensee must include information about its complaint handling process and contact details of the energy ombudsman on any disconnection warning given to a customer.	5	Through discussion with the Credit & Collections team and sample testing of disconnections, we determined that Origin has established and applied processes to include the information about its complaint handling process and contact	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 50</i>		details of the energy ombudsman on any disconnection warning given to a customer.		
80	A fixed term non-standard contract must require that when a non-standard contract is due to expire, a licensee must issue a notice in writing to a customer not more than 2 months and not less than one month before the day on which the contract is due to expire (or at the commencement of the contract if the contract is less than 1 month) with information about: the expiry date; alternative supply options, and the terms and conditions for continued supply post contract expiry. <i>Energy Coordination (Customer Contracts) Reg 44</i>	5	Origin does not offer a fixed term non-standard contract. The WA non-standard contract starts on the acceptance date and continues until Origin, or the customer ends it. As per clause 21 of non-standard contract, Origin can end the agreement by giving customer a notice of at least 20 business days. Also clause 7 states that a customer's agreement will continue after the expiry of any energy plan that may have been included with the agreement	N/P	N/R
81*	As per 2017 Gas Reporting Manual, upon request, a licensee must provide a customer free of charge with a copy of its customer service charters within 2 business days of the request. <i>Energy Coordination Act section 11M, Energy Coordination (Customer Contracts) Reg 45(1)</i>	5	Upon review of the ERA website, it was identified that from 1 July 2010, gas traders and distributors are no longer required to produce a customer service charter and the ERA will not undertake any further assessments of gas customer service charters. Therefore, this obligation has been marked as not applicable. Origin has a general 'Customer disclosure statement and charter' which is housed and available on their website,	N/A	N/A
82*	As per 2017 Gas Reporting Manual, a licensee must from time to time provide the customer with advice with their bill that a customer service charter is available free of charge. <i>Energy coordination Act section 11M, Energy Coordination (Customer Contracts) Reg 45(2)</i>	5		N/A	N/A
83	Upon request, a licensee must provide a customer with a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code.	5	Through discussion with the Senior Compliance Advisor, it was confirmed that, if requested by a customer, Origin can provide customers with a copy of the Energy Coordination (Customer Contracts) Regulations 2004 or a relevant code at no charge. Copies of the Gas Marketing Code of Conduct	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination (Customer Contracts) Reg 46(1)</i>		and Compendium of Gas Customer Licence Obligations and other relevant codes can be found on Origin website free of charge. If a relevant code or act is not published on Origin's website, Origin would download and email to customer or print and post. Origin does not track customer requests for these relevant codes. However, through review of training procedures, it was identified that Origin has processes in place to ensure that customers are provided the information required.		
84	A licensee must ensure that a copy of the Energy Coordination (Customer Contract) Regulations 2004 or a relevant code is available for inspection at its offices at no charge <i>Energy Coordination (Customer Contracts) Reg 46(4)</i>	5	Through correspondence with the Senior Compliance Advisor – Retail Compliance, it was determined that a copy of the Energy Coordination (Customer Contract) Regulations 2004 can be printed and provided to the customer at Origin's offices at no cost to the customer.	N/P	1
84A	A licensee must provide available bill data to customers upon request free of charge subject to clause 47(2) and (4) of the Energy Coordination (Customer Contracts) Regulations 2004. <i>Energy Coordination (Customer Contracts) Reg 47(2) and (4)</i>	5	Through discussion with the Senior Compliance Advisor – Retail Compliance, it was noted that customers can request bill data free of charge, either directly from Customer Service, or by downloading it through the customer portal via web browser or mobile device application. Through review of both the Standard Form Contract and non-standard contracts, it was confirmed that clause 13 of both contracts stated that if a customer requests billing data from Origin & Origin has the relevant data, Origin will provide the data free of charge in relation to a dispute with Origin. In addition, through sample testing of customer call records it was confirmed that Origin agents provided bill data to customers upon requests free of charge.	N/P	1
85*	As per 2017 Gas Reporting Manual, a standard form contract must include a provision that the retailer or distributor must	5	Through review of Origin's standard form contract, it was confirmed that clause 16 of the contract states that the customer's Metering Service provider will provide, install and maintain metering and necessary ancillary equipment at a	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	provide, install and maintain equipment for the supply of gas up to the point of supply. <i>Energy Coordination (Customer Contracts) Reg 28, AGA code clause 3.1.1(a)</i>		location at your supply address suitable to them in accordance with the Regulatory Requirements, but considering your preferences if made known to it. Further, clause 16 of the standard form contract also cover the distributor's obligation for a supply interruption.		
86*	As per 2017 Gas Reporting Manual, a standard form contract must include a provision that the retailer or distributor must provide, install and maintain metering and necessary equipment at the supply address. <i>Energy Coordination (Customer Contracts) Reg 28, AGA code clause 3.1.1(b)</i>	5	Through review of Origin's standard form contract, it was confirmed that clause 16 of the contract states that the customer distributor is responsible for providing, installing and maintaining equipment needed to supply gas to your supply address, in accordance with the Regulatory Requirements.	N/P	1
90*	As per 2017 Gas Reporting Manual, a licensee must ensure that any representatives seeking access to the supply address on its behalf wear, carry and show official identification. <i>Energy Coordination (Customer Contracts) Reg 33(3), AGA code clause 3.5.2.2</i>	5	Through review of the Standard Form Contract, it was confirmed that clause 16 of the contract states when a representative of your Distributor accesses the customer's supply address they must: <ul style="list-style-type: none"> <li>wear in a visible manner and in accordance with the Distributor's requirements, official identification (e.g., a name tag with photo); or</li> <li>carry such identification and show it to the customer.</li> </ul> It was confirmed that Origin, or Origin representatives did not seek access to any customer premises during the audit period 1 June 2019 to 31 May 2022.	N/P	N/R
91	A non-standard contract must require the licensee to notify the customer of any amendment to a non-standard contract. <i>Energy Coordination (Customer Contracts) Reg 42</i>	5	Through review of Origin's non-standard contract, it was confirmed that clause 26 of the contract states that Origin can vary the agreements where: <ul style="list-style-type: none"> <li>Origin give the customer 20 business days' notice of the variation; and</li> <li>the customer accepts the change by not terminating the Agreement during that period.</li> <li>Origin may also vary this agreement by notice if they need to do so because of the Regulatory Requirements</li> </ul>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			Clause 33 of the contract also details the different ways in which Origin is required to give notice. Additionally, the legal team confirmed there has been no amendment to Origin's non-standard form contract during the audit period.		
96	A licensee must comply and require its expert to comply with the ERA's standard guidelines dealing with the performance audit. <i>Energy Coordination Act section 11M</i>	5	The Audit Plan approved by the ERA on 5 July 2022 commits Origin and Protiviti (as the appointed independent expert) to complying with the prescribed audit guidelines and reporting manual issued by the ERA. Protiviti confirms that this is the second audit and was undertaken utilising the March 2019 issue of the Audit and Review Guidelines, Electricity and Gas Licences	N/P	1
97	A licensee's independent auditor must be approved by the ERA prior to the audit. <i>Energy Coordination Act section 11M</i>	5	Protiviti was appointed as the independent auditor by Origin and approved by the ERA on 12 May 2022	N/P	1
98	A licensee may be subject to individual performance standards. <i>Energy Coordination Act section 11M</i>	5	Through discussions with the Compliance Manager, we confirmed no letter that subjected the entity to any performance standard had been issued by ERA	N/P	N/R
99	Unless otherwise specified, all notices must be in writing and will be regarded as having been sent and received in accordance with defined parameters. <i>Energy Coordination Act section 11M</i>	5	Upon discussion with the Compliance Manager and observation of email communications, we are able to confirm that Origin retains records of its formal communications with ERA in the form of email records and/or in special regulatory reporting folder/s. All communication to ERA are via email.	N/P	1
100	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board or equivalent International Accounting Standards. <i>Energy Coordination Act section 11M</i>	5	Upon review of Origin's 2019, 2020 and 2021 Annual Report (External Auditors Report & Directors Report) we confirmed that Origin's financial reports: Are prepared in accordance with the requirements of the Corporations Act 2001, Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board (AASB).	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			Adopted all new and amended Accounting Standards and Interpretations issued by the AASB that are relevant to the operations of the Group and effective for reporting periods.		
101	A licensee must report to the ERA if the licensee is under external administration or experiences a significant change in its corporate, financial or technical circumstances that may affect the licensee's ability to meet its obligations under this licence within 10 business days of the change occurring. <i>Energy Coordination Act section 11M</i>	5	Upon review of Origin's 2019, 2020 and 2021 Annual Report (External Auditors Report & Directors Report) we confirmed that Origin  Was not under external administration & did not experience a significant change in its corporate or financial circumstances that may affect its ability to meet its licence obligations, as such no reporting to ERA was required.	N/P	N/R
102	A licensee must provide to the ERA any information that the ERA may require in connection with its functions under the Energy Coordination Act 1994 in the time, manner and form specified by the ERA. <i>Energy Coordination Act section 11M</i>	5	Upon conducting walkthrough discussion with—the Senior Compliance Advisor - Retail and Compliance & Regulatory Reporting Lead we understood that Origin follows a rigorous process for developing the Annual Performance Report that is submitted to ERA.  To produce the ERA Performance Reporting, multiple scripts have been developed sourcing data from Jindabyne (i.e., is the central, cloud-based data and analytics capability managed by Origin Energy Markets Data and Analytics team) to produce the results. The scripts were developed using the ERA definitions (i.e., from Gas Trading Licence Performance Reporting Handbook) of the indicators combined with Business and Data definitions.  The data extracted from these scripts for reporting is stored in Jindabyne at a detail level and summary level (and not extracted into an external format like Excel). Tableau reports have been developed which are linked to this data to provide the business managers with sufficient information for the review, validation and sign off of the results prior to copying the data to ERA report format for final sign off and submission.	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>The information obtained from Jindabyne for the ERA Performance Reporting is from various scripts developed per ERA definition.</p> <p>We confirmed compliance through</p> <ul style="list-style-type: none"> <li>• Walkthroughs</li> <li>• Sample review of performance indicators reported to management detailed listing</li> <li>• Review of performance data submitted for FY18/19, FY19/20 &amp; FY 20/21</li> </ul>		
103	<p>A licensee must publish any information it is directed by the ERA to publish, within the timeframes specified.</p> <p><i>Energy Coordination Act section 11M</i></p>	5	<p>Upon discussion with—the Senior Compliance Advisor - Retail Compliance and examination of the 2018/19, 2019/20 and 2020/21 performance datasheets submitted to the ERA we confirmed that Origin published a copy of all data was within the agreed timeline.</p>	N/P	1
106	<p>A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified by the ERA.</p> <p><i>Energy Coordination Act section 11M</i></p>	5	<p>Upon discussion with the Compliance Manager and examination of clause 27 &amp; 28 of the standard form contract provided by Origin &amp; that in the ERA Website we determined that Origin has the following procedures in place:</p> <p>Should the ERA request changes to the standard form contract, Origin would review and progress, according to clause 6.4.2 of the GTL, within a time frame specified by the ERA. Recognises and would comply with the Energy Coordination Act 1994 when amending standard form contracts and report accordingly to the ERA</p> <p>Compliance Manager confirmed (supported by the ERA website) that the last review was approved on 30 May 2017. Note no direction from the ERA has been directed to Origin to amend the standard contract during the audit period.</p>	N/P	N/R
107	<p>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.</p>	5	Refer to Licence Obligation no. 106	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M</i>				
108	A licensee must only amend the standard form contract in accordance with the Energy Coordination Act 1994 and Regulations. <i>Energy Coordination Act section 11M</i>	5	Refer to Licence Obligation no. 106	N/P	N/R
109	A licensee must maintain supply to a customer if it supplies, or within the last 12 months supplied, gas to that customer's premises unless another supplier starts supplying the customer. <i>Energy Coordination Act section 11M</i>	5	Upon review of Origin's standard, non-standard contract, and review of data for Vacant Consumption disconnection and through discussion with the Senior Compliance Advisor, it was noted that during the audit period Origin: Maintains supply to all customers until the customer breaches the terms and conditions such as for failure to pay, in which case, Origin may initiate credit and collection activities for accounts in arrears, and then as a last resort, follow procedures for disconnection. Origin may initiate credit and collection activities for accounts in arrears, and then as a last resort, follow procedures for disconnection. During the audit period Origin did 17 disconnections for Vacant Consumption of which 16 meters were re-moved and 1 meter remained in place but was disabled.	N/P	1
110	A licensee must provide the ERA within 3 business days of a request by the ERA with reasons for refusing to commence supply to a customer if requested by the ERA. <i>Energy Coordination Act section 11M</i>	5	The Senior Compliance Advisor - Retail Compliance confirmed that the ERA has not made a request for information relating to the refusal of supply to a customer during the audit period.	N/P	N/R
111	A licensee must comply with a direction from the ERA to supply a customer, subject to specified conditions. <i>Energy Coordination Act section 11M</i>	5	The Senior Compliance Advisor - Retail Compliance confirmed that the ERA has not made a direction to supply a customer during the audit period.	N/P	N/R
112	A licensee must provide reasonable information relating to its activities under the licence as requested by the holder of a	5	The Senior Compliance Advisor - Retail Compliance confirmed via email after discussion with BUs that during the audit period:	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	distribution licence to enable for the safe and efficient operation of the relevant distribution system, provided such disclosure does not prejudice the commercial interests of the licensee. <i>Energy Coordination Act section 11M</i>		<ul style="list-style-type: none"> <li>Origin has not refused any request from ATCO</li> <li>ATCO has not raised any major complaints about Origin</li> <li>Origin has responded to requests for customer Information in a timely manner</li> <li>Meter read data is provided to Origin through the market process</li> </ul>		
113	A licensee must notify the Minister at least one month before a change to any price, price structure, fee or interest rate under the standard form contract is to come into effect. <i>Energy Coordination Act section 11M</i>	5	<p>Upon discussions with the Senior Compliance Advisor and Product Delivery &amp; Operations Manager, and examination of records of formal communications with the Minister for Energy, we determined that Origin notified the Minister at least one month before changes were made to fees and prices for the period of review for the following changes.</p> <ul style="list-style-type: none"> <li>Tariff increase changes made in July 2019 and Jul 2021</li> <li>Increase in card payment, payment processing and paper bill fees made in January 2021.</li> </ul> <p>In addition to the above, we noted that Origin also decreased the applicable Credit Card fees in July 2020, however, this change of decrease in credit card fees was not communicated to the Minister.</p> <p><b>Recommendation 01/2022:</b> We recommend that all the fee/charges/tariff rate changes (including any decreases in fees/charges/tariff rate) are communicated to the Minister, one month prior to the change coming into effect.</p>	B	2
114*	As per the 2017 Gas Compliance Reporting manual, a licensee must comply with the Gas Marketing Code of Conduct. <i>Energy Coordination Act Section 11ZPP</i>	5	Through discussion with the Senior Compliance Advisor, Sales Delivery Analyst and review of Code of Conduct (CoC) training module and Origin procedures, it was noted that, annually, Origin staff including agents are required to undergo a mandatory CoC training.	B	2
115*	As per the 2017 Gas Compliance Reporting manual, a licensee must ensure all agents and employees comply with the Gas Marketing Code of Conduct.	5	Subsequent obligations from 116 to 129 cover in detail the requirements of the Gas Marketing Code.	B	2

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act Section 11ZPP and 11M</i>		Obligation 114* and 115* are rated as non-compliance due to instances of non-compliances noted under the section of Gas Marketing Code of Conduct. Recommendations have been made under the specific obligations rated non-compliant.		
116	A retailer must ensure that its gas marketing agents comply with Part 2 of the Code of Conduct. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.1</i>	5	Through discussions with the Senior Compliance Advisor, Operations Manager, Sales Delivery Analyst and review of Code of Conduct (CoC) training material, it was noted that, every year, Origin staff including agents are required to undergo mandatory CoC training. Origin staff are trained to provide services to the customers in accordance with the Gas Marketing CoC.  In addition, the training attendance is monitored via SAP, which notifies Teal Leaders of an outstanding employee requiring to undergo training. Origin expects all agents and employees to comply with the Gas Marketing Code which has been built into the agent scripts and training provided to the staff.  As a detective control, Origin's quality assurance performs a monthly review of sample agents call recordings to identify potential breaches to the Code and reports to the relevant team leader for further attention.	N/P	1
117	A retailer or gas marketing agent must ensure that standard form contracts that are not unsolicited consumer agreements are entered into in the manner and satisfying the conditions specified. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.2(1)</i>	5	Upon review of Origin's connection procedures, sample Customer Welcome Packs and through discussions with the Senior Compliance Advisor and Sales Delivery Analyst, it was noted that during the audit period Origin had procedures in place to ensure that for all standard form contracts entered, the: <ul style="list-style-type: none"> <li>• Date the contract was entered into is recorded within Origin's systems and in the Welcome Pack sent to the customer</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>Contract Form (part of Welcome Pack) is sent to the customer at no charge within the required timeframe of 5 business days.</li> </ul> <p>Sample verification of customer's move-in during the audit period, it was confirmed that Welcome Packs including contract dates were sent to customers within 5 business days of the date the contract was entered.</p>		
118	<p>If a customer enters into a standard form contract that is not an unsolicited consumer agreement, the retailer or gas marketing agent must give the customer the information specified in clause 2.2(2) before or at the time of giving the customer's first bill, unless the retailer or gas marketing agent has provided the information to the customer in the preceding 12 months or informed the customer how the information may be obtained (unless the customer has requested to receive the information).</p> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.2(2) and 2.2(3)</i></p>	5	<p>Upon review of Origin's Customer Welcome Pack, standard form contract, customer connection procedures, bill template and through discussions with the Senior Compliance Advisor and Sales Delivery Analyst, it was noted that Origin provides all the required information specified in clause 2.2(2) and 2.2(3) to the customer no later than on or with the customer's first bill.</p> <p>Specifically, section 36 of Origin's standard form contract provides customer information on how to obtain:</p> <ul style="list-style-type: none"> <li>A copy of the Energy Coordination (Customer Contracts);</li> <li>A copy of the Gas Marketing Code of Conduct 2015 (which Origin must comply with) and information about the scope of this code;</li> <li>A copy of the Compendium of Gas Customer Licence Obligations;</li> <li>Information about the Charges and fees payable under this Agreement, including alternative tariffs;</li> <li>Information about applicable service levels;</li> <li>Information about energy efficiency;</li> <li>Billing Data;</li> <li>Contact details for obtaining information about Government assistance programs or financial counselling services;</li> <li>General information on gas customer safety awareness program.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>Clause 34 refers to process to make an enquiry of, or compliant to the retailer.</p> <p>Furthermore, Origin's billing template includes distributor's 24-hour helpline number and number for interpretation services identified by the National Interpreter Symbol</p>		
119	<p>When a customer enters a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must obtain and make a record of the customer's verifiable consent to entering the non-standard contract.</p> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(1)(a)</i></p>	5	<p>Upon review of Origin's customer connection procedures, agent scripts and through discussions with the Senior Compliance Advisor and Sales Delivery Analyst, it was noted that during the audit period, Origin has applied procedures to ensure that for all non-standard form contracts entered into the audit period, customer's verifiable consent is obtained.</p> <p>Sample verification of customer's move-in for their call recordings and web consent form, it was confirmed that Origin obtained the verifiable consent from customers prior to entering the non-standard contract.</p>	N/P	1
119A	<p>When a customer enters into a non-standard contract that is not an unsolicited consumer agreement, a retailer or gas marketing agent must give, or make available to the customer at no charge, a copy of the nonstandard contract at the times specified in clause 2.3(1)(b)(i) and (ii).</p> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(1)(b)</i></p>	5	<p>Upon review of Origin's Customer Welcome Pack, connection procedures, non-standard form contract and through discussions with the Senior Compliance Advisor and Sales Delivery Analyst, it was noted that Origin has applied procedures to ensure that for all non-standard form contracts entered into the audit period, the:</p> <ul style="list-style-type: none"> <li>• Date the contract was entered into is recorded within Origin's systems and in the Welcome Pack sent to the customer, and</li> <li>• Non-standard form contract (which is part of Welcome Pack) is sent to the customer at no charge within the required timeframe of 5 business days.</li> </ul> <p>The above covers the requirements under clause 2.3(1)(b)(i) and (ii).</p> <p>Sample verification of customers move-in during the audit period, noted that contracts were sent to the customers within 5 business days of entering the contract.</p>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
120*	As per the 2017 Gas Compliance Reporting manual, A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering a non-standard contract. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(2)</i>	5	Upon review of Origin’s Customer Welcome Pack, non-standard form contract, connection procedure, bill templates, cancellation notices and through discussions with Senior Compliance Advisor and Sales Delivery Analyst, it was noted that, during the audit period Origin had procedures in place to provide customers with the following before entering a non-standard contract by playing an Explicit informed consent (EIC) recording, which includes,;	B	2
120A	A retailer or gas marketing agent must ensure that the information specified is provided to the customer before entering a non-standard contract. Note: the summary wording of this obligation is the same that used to appear for obligation 120, but prior to 1 January 2020, clause 2.3(2) included subclauses (a)- (l). Since 1 January 2020 clause 2.3(2) only contains subclauses (a)-(c) (as a result of amendments to the Gas Marketing Code 2017 that came into effect on 1 January 2020). <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(2)</i>	5	<ul style="list-style-type: none"> <li>Option to choose between standard and non-standard form contract,</li> <li>Explanation of difference between standard and non-standard form contract, and</li> <li>Customer rights to withdraw from the contract during the cooling off period and associated charges that may apply.</li> </ul> Further, Clause 36 of the non-standard contract provides customer with information on how to obtain: <ul style="list-style-type: none"> <li>A copy of the Energy Coordination (Customer Contracts)</li> <li>A copy of the Gas Marketing Code of conduct and information about its scope</li> <li>A copy of the Compendium of Gas Customer Licence Obligations</li> <li>Information about the Charges and Fees payable including alternative tariffs</li> <li>Information on applicable service levels</li> <li>Information about energy efficiency</li> <li>Billing data</li> <li>Contact details for obtaining information about financial counselling services or eligibility for Government assistance</li> <li>General awareness about gas customer safety awareness</li> </ul> Clause 34 refers to process to make an enquiry of, or compliant to the retailer. Origin’s billing template includes	B	2

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>distributor's 24-hour helpline number and number for interpretation services identified by the National Interpreter Symbol.</p> <p>Through sample verification of call recordings and system screenshots for customer move-in completed during the audit period, it was noted that for one instance the Agent played the incorrect version of the explicit informed consent (EIC) agreement to the customer, which did not comply with the requirements of Licence Obligation 120* and 120A.</p> <p><b>Recommendation 02/2022:</b></p> <p>We recommend the management to:</p> <ul style="list-style-type: none"> <li>• Provide targeted trainings to its agents and reiterate the processes involved to ensure that the correct explicit informed consent (EIC) recordings are played while obtaining customer's verifiable consent.</li> <li>• Strengthen the Quality Assurance activities on the agents' interaction calls with Western Australia customers to ensure that all the required information is relayed to the customers.</li> </ul>		
120B	<p>Subject to clause 2.3(3), if entering a non-standard contract, a retailer or gas marketing agent must give the customer the information specified in clauses (a)-(h) before or at the time of giving the customer's first bill.</p> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(2A)</i></p>	5	<p>Based on sample verification it was confirmed that Origin complied to the requirement under the Obligation 120B. Please refer to Observation and recommendation section of Obligation 120A for further details.</p>	N/P	1
121*	<p>As per 2017 Gas Compliance Reporting Manual, a retailer or gas marketing agent must obtain a customer's verifiable consent that the information specified in clause 2.3(2) has been given, unless the retailer or gas marketing agent provided the information to the customer in the preceding 12 months or informed the</p>	5	<p>Upon review of Origin's connection procedures, agreement pack, explicit informed consent and through discussions with the Senior Compliance Advisor and Sales Delivery Analyst, it was noted that during the audit period, Origin has applied procedures to ensure that for all non-standard form contracts entered into the audit period, customer's verifiable consent is</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	customer how the information may be obtained (unless the customer requested to receive the information). <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(3) and 2.3(4)</i>		obtained as specified under clause 2.3(2) of the Gas Marketing CoC.		
121A	A retailer or gas marketing agent must obtain a customer's verifiable confirmation that the information specified in clause 2.3(4) has been given. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.3(4)</i>	5		N/P	1
122	A retailer or gas marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.4(1)</i>	5	Through discussions with the Senior Compliance Advisor, we understand that in WA, concessions and rebates are only available for electricity. As Origin currently only sells Gas in WA, this obligation is not applicable. However, Origin provides information to customers on government concessions through their website and call centre.	N/A	N/A
123	A retailer or gas marketing agent must ensure that a customer is able to contact the retailer or gas marketing agent on the retailer's or gas marketing agent's telephone number during the normal business hours of the retailer or gas marketing agent for the purposes of enquiries, verifications and complaints. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.4(2)</i>	5	Upon review of sample customer bills and Origin's website and through discussion with the Senior Compliance Advisor, it was noted that during the audit period: <ul style="list-style-type: none"> <li>Origin's phone contact details were made available to Customers, and</li> <li>The Customer Service Call Centre phone lines were open 7am to 4pm from Monday to Friday.</li> </ul>	N/P	1
124	A retailer or gas marketing agent who contacts a customer for the purposes or marketing must, on request, provide the customer with the retailer's complaints telephone number, the gas Ombudsman's telephone number and, for contact by a gas marketing agent, the gas	5	Upon review of Origin's internal training documents, and through discussions with the Senior Compliance Advisor, Operations Manager and Sales Delivery Analyst, it was noted that, Origin agents are trained to inform customers about their right to make a complaint. Also, on request,	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	marketing agent's marketing identification number. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause'2.5(1)</i>		provide customer with Origin's complaint number and Ombudsman's telephone number. Further, Senior Compliance Advisor and Inbound Sales Group Manager confirmed that Origin did not perform door to door marketing or telemarketing (cold calling) for new customers. Origin ceased Kiosks based sales in WA from Friday, 18 October 2019.		
125	A retailer or gas marketing agent who meets with a customer face to face for the purposes of marketing must: <ul style="list-style-type: none"> <li>wear a clearly visible and legible identity card showing the information specified; and</li> <li>as soon as practicable provide the customer, in writing, the information specified.</li> </ul> <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause'2.5(2)</i>	5	Upon review of Origin's internal training documents, and through discussions with the Senior Compliance Advisor, Operations Manager and Sales Delivery Analyst, it was noted that, Origin staff performing face-to-face marketing are required to wear their identify cards at all times, including, <ul style="list-style-type: none"> <li>Name of the individual</li> <li>Photograph</li> <li>Marketing ID number</li> <li>Are not allowed to work in the absence of their badge</li> <li>Name of the retailer</li> </ul> Kiosk agents provide the customer with relevant information at the time of the sale interaction. This is automated and triggered via an online portal and customers are sent an email confirmation with all relevant information as soon as practicable following a request by the customer, including: <ul style="list-style-type: none"> <li>Name and marketing identification number of the agent</li> <li>Name of the retailer</li> <li>Complaints telephone number</li> <li>Address and Australian Business Number of the retailer</li> <li>Telephone number of the Gas Ombudsman</li> </ul>	N/P	1
126	A retailer or gas marketing agent who visits a person's premises for the purposes of marketing, must comply with any clearly visible signs at the premises indicating that canvassing is not permitted or no advertising material is to be left at the premises.	5	Origin's Senior Compliance Advisor and Inbound Sales Group Manager confirmed that Origin did not conduct door to door marketing in WA during the audit period.	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.6</i>				
127*	<p><i>Obligation was removed in Gas Compliance Reporting Manual released in June 2020.</i></p> <p>A person who carries out any marketing activity in the name of or for the benefit of a retailer or a gas marketing agent is to be taken to have been employed or authorised by the retailer or gas marketing agent to carry out that activity unless the contrary is proved.</p> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.8</i></p>	5	<p>Upon review of Origin’s Code of Conduct and sales related training module and through discussions with Senior Compliance Advisor, it was noted that, Origin agents are trained to identify themselves as Origin employees. Furthermore,</p> <ul style="list-style-type: none"> <li>• Staff trained and informed that any marketing activity conducted by them would be regarded as having been conducted on behalf of Origin</li> <li>• Agent scripts are specifically designed to comply with the requirements of the Code of Conduct</li> <li>• Customers are provided with services in accordance with the Compendium, which specifically encapsulates the standards required under the Gas Marketing Code</li> </ul>	N/P	1
128	<p>A gas marketing agent must:</p> <ul style="list-style-type: none"> <li>• keep a record of each complaint made by a customer, or person contacted for the purposes of marketing, about the marketing carried out by or on behalf of the gas marketing agent; and</li> <li>• on request by the gas Ombudsman in relation to a particular complaint, give to the gas ombudsman all information that the gas marketing agent has relating to the complaint within 28 days of receiving the request.</li> </ul> <p><i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.9</i></p>	5	<p>Upon review of Origin’s Code of Conduct and sales related training modules and through discussion with the Senior Compliance Advisor, it was noted that, during the audit period, Origin applies the following processes for maintaining customer complaint records relating to marketing:</p> <ul style="list-style-type: none"> <li>• Kiosk staff are trained in managing and handling customer complaints</li> <li>• Customer complaints are logged into the SAP system and are reviewed by the Channel Sales Representative</li> <li>• The Channel Sales Representative assesses, forwards and follows up each complaint with the relevant Origin department</li> <li>• A Customer Complaint Form is available to the customer via Origin website</li> </ul> <p>Staff are trained to forward required complaint information, on request, to the Energy Ombudsman in relation to a particular complaint within 28 days of receiving the request.</p>	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			Further, it was confirmed that there were no instances of gas marketing agent complaints in WA during the audit period.		
129	Any record that a gas marketing agent is required to keep by the Code of Conduct, must be kept for at least 2 years after the last time the person to whom the information relates was contacted by or on behalf of the gas marketing agent. <i>Energy Coordination Act Section 11ZPP and Code of Conduct clause 2.10</i>	5	Through discussion with the Senior Compliance Advisor and Sale Delivery Analyst, it was noted that Origin has established the following processes to ensure customer contact records established or in existence during the audit period were: <ul style="list-style-type: none"> <li>• Stored within the SAP system with appropriate traceable information (e.g. account details, date and commentary)</li> <li>• Kept for at least 2 years for each instance where a person is contacted for the purposes of marketing</li> <li>• To be provided to the Energy &amp; Water Ombudsman if requested.</li> </ul>	N/P	1
134	If a retailer agrees to sell gas to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor. <i>Energy Coordination Act Section 11M and Compendium clause 3.1(1)</i>	5	Through discussion with the Sales Delivery Analyst, an examination of documentation, and testing of connection performed during the audit period, we determined that the connection process is designed to request with the relevant distributor for connection at the customer's supply address within 1 hour, due to the automated procedure in place. This is in line with the timeframes specified in obligation 135.	N/P	1
135	Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day, if the request is received after 3pm or on a weekend or public holiday. <i>Energy Coordination Act Section 11M and Compendium clause 3.1(2)</i>	5	Through review of the functional specification of the system configuration, we determined that the control is functioning as expected, and the request is forwarded to the distributor within the hour. Sample testing of connections made during the audit period confirmed compliance to licence obligation 134 and 135.	N/P	1
136	A retailer must issue a bill no more than once a month unless the conditions specified in clause 4.1(a)(i)-(iv) apply.	4	Through discussions with Governance and Operations Analyst, Billings and metering, and review of Origin's policies and procedures, we determined that Origin's billing process	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p><i>Energy Coordination Act Section 11M and Compendium clause 4.1(a)</i></p>		<p>is driven by the meter reads received from ATCO (the distributor) and involves the following:</p> <ul style="list-style-type: none"> <li>• The billing schedules are set by Origin in alignment with the meter reading schedules agreed with the ATCO.</li> <li>• The meter reading and billing schedules are set on either monthly or quarterly frequencies. This ensures that the customers receive their bills with a frequency, which is:               <ul style="list-style-type: none"> <li>○ Not less than a month, ensuring that the customers do not receive more than one bill in a month.</li> <li>○ Not more than a quarter, ensuring that the customers receive their bills at least once in each quarter.</li> </ul> </li> <li>• The meter readings are received from ATCO on the scheduled dates directly in the system after passing through system validation checks of Origin.</li> <li>• Receiving a validated meter reading from ATCO triggers the automatic bill issuance process of Origin, which generates the customer bills.</li> <li>• The bills generated by Origin’s system are sent to the customers on their nominated postal or email addresses by Origin’s third-party Operations team.</li> </ul> <p>Origin robust processes in place to monitor the timeliness and accuracy of billing. This includes following up with ATCO regarding delayed meter reads or to validate meter reads which exceed expected values.</p> <p>We performed sample verification on the bills issued to the customers during the audit period and determined the following:</p> <ul style="list-style-type: none"> <li>• The bills were issued more than once in a month in the following scenarios:               <ul style="list-style-type: none"> <li>○ Final Bills</li> <li>○ In instances where multiple meter reads are received from Distributor in a month.</li> </ul> </li> </ul> <p>We note that the above noted reasons are covered within the allowable exceptions provided in the clause 4.1 of the</p>		

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>Compendium, and therefore, do not constitute a breach of the Obligation 136.</p> <p>Further, in case of an estimated bill issued to the customer, where the customer requests the bill to be re-issued on customer's provided meter read, the adjusted bill can be issued within a month from the issuance of the original estimated bill. This is covered under licence obligation 158.</p>		
137	<p>A retailer must issue a bill at least every 105 days unless the conditions specified are met.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.1(b)</i></p>	4	<p>Through discussions with Governance and Operations Analyst, Billings and metering, and review of Origin's policies and procedures, we determined that Origin's billing process is driven by the meter reads received from ATCO (the distributor) and involves the following:</p> <ul style="list-style-type: none"> <li>• The billing schedules are set by Origin in alignment with the meter reading schedules agreed with the ATCO.</li> <li>• The meter reading and billing schedules are set on either monthly or quarterly frequencies. This ensures that the customers receive their bills with a frequency, which is:               <ul style="list-style-type: none"> <li>○ Not less than a month, ensuring that the customers do not receive more than one bill in a month.</li> <li>○ Not more than a quarter, ensuring that the customers receive their bills at least once in each quarter.</li> </ul> </li> <li>• The meter readings are received from ATCO on the scheduled dates directly in the system after passing through system validation checks of Origin.</li> <li>• Receiving a validated meter reading from ATCO triggers the automatic bill issuance process of Origin, which generates the customer bills.</li> <li>• The bills generated by Origin's system are sent to the customers on their nominated postal or email addresses by the Origin's third-party Operations team.</li> </ul> <p>Additionally, processes are in place to monitor the timeliness and accuracy of billing. This includes following up with ATCO regarding delayed meter reads or to validate meter reads which do not align to expected values. In case where system</p>	B	2



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>validation of meter read is failed, Origin system holds the bill from being issued to the customer and raises a system generated exception for the billing team to investigate and resolve.</p> <p>We performed sample verification on the bills issued to the customers during the audit period and determined the following:</p> <p>For one instance, no bill was issued to the customer for a period of 105 days in the following scenario:</p> <ul style="list-style-type: none"> <li>An exception was raised by Origin’s system during validation of metering data received from the ATCO, which stopped the bill from issuance to the customer. Origin could not resolve the exception within 105 days from the date of last bill issued to the customer, resulting in the breach of Obligation 137.</li> </ul> <p>We note that the instances of non-compliances to the obligation 137 (including the instance of non-compliance identified during our sample verification) were also self-reported by Origin to the ERA as part of its regular compliance reporting during the audit period.</p> <p><b>Recommendation 03/2022:</b></p> <p>We recommend that management monitors the system generated exceptions raised during the validation of metering data on a regular basis to resolve the exceptions in a timely manner to ensure that the bill is issued to the customer within the maximum timeframe allowed by the Compendium.</p>		
146	<p>A retailer must issue a bill to a customer at the address nominated by the customer, which may be an email address.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.4</i></p>	4	<p>Through discussion with the Senior Compliance Adviser and Universal Solution Specialist, and walkthrough of Origin’s systems, we determined the following:</p> <ul style="list-style-type: none"> <li>The bills are sent to the customers on the addresses that they choose, which can be different from their supply addresses</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>The nominated addresses can be the postal addresses or the email addresses nominated by the customers</li> <li>The postal addresses are validated at the time of setup of the customer using Quality Address Search (QAS) tool</li> <li>The Email addresses are validated by the agent using the system validating option, while system validation is also performed by the SAP</li> <li>The customers have the option to update their postal address / nominated email address by logging into their own account or contacting Origin.</li> </ul> <p>Clause 10 of the standard and non-standard customer contracts offered to the customers also include that the bills to the customers will be sent to the address that they choose, which can also be the email address.</p> <p>Through sample verification, we confirmed that the bills were issued to the customers on the addresses nominated by them.</p>		
147	<p>Unless the customer agrees otherwise, a retailer must include the minimum prescribed information in clauses 4.5(1)(a)-(cc) on the customer's bill.</p> <p>Note: the summary wording of this obligation has not changed, but since the commencement of the amended Compendium on 1 January 2020, there have been some changes to the content of clauses 4.5(1)(a)-(cc) and the creation of an exception to complying with 4.5(1)(w) as set out in 4.5(4). <i>Energy Coordination Act Section 11M and Compendium clause 4.5(1)</i></p>	4	<p>Through discussions with the Manager Billing &amp; Sales Fulfilment Functional, we determined that the customer bills are generated by the system by pulling out necessary information from the system. The required contents of the bills are also included in the contracts with the customers.</p> <p>Our sample verification of the customer bills confirmed that the bills issued to the customer included all the components required under the Compendium's Clause 4.5.</p>	N/P	1
148*	<p>As per the 2017 Gas Compliance Reporting Manual, Notwithstanding clause 4.5(1)(bb), a retailer is not obliged to include a graph or bar</p>	4	<p>Through discussions with the Manager Billing &amp; Sales Fulfilment Functional and review of bills issued by the Origin, we determined that the customer bills include graphs showing the following, where information available:</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	chart on the bill, if the bill meets the criteria specified in clauses 4.5(2)(a)-(c). <i>Energy Coordination Act Section 11M and Compendium clause 4.5(2)</i>		<ul style="list-style-type: none"> <li>• Current bill' consumption.</li> <li>• Previous periods' consumptions.</li> <li>• Last year's consumption in the same corresponding period</li> </ul> <p>The obligation although was applicable only until May 2020, however, the review of the bills noted that the practice of including the graphs in the customer bills have been continued by Origin till present.</p>		
149	If a retailer identifies and wishes to bill a customer for an historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with or on the customer's next bill. <i>Energy Coordination Act Section 11M and Compendium clause 4.5(3)</i>	4	<p>Through discussion with the Senior Compliance Advisor, we confirmed that Origin do not bill customers for the historical debts. As such, we were confirmed that during the audit period, there were no instances of billing of historical debts to the customers.</p> <p>Our sample verification on customers' bills confirmed the above understanding, as we did not find any instance where a historic debt component was billed to the customer.</p>	N/P	N/R
150	A retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address, or the customer's reading of the meter provided the retailer and the customer agreed that the customer will read the meter. <i>Energy Coordination Act Section 11M and Compendium clause 4.6</i>	4	<p>Through discussions with Manager Billing &amp; Sales Fulfilment Functional and review of the process documents, we determined that the customers' bills issued by Origin are only based on:</p> <ul style="list-style-type: none"> <li>• Distributor provided actual meter readings;</li> <li>• Distributor provided estimated meter readings (where meters could not be read); or</li> <li>• Customer provided actual meter reading under the self-meter read options available to the customer. The customer's self-read is used for billing in the situations where the customer disputes the original reading obtained by the distributor (either actual or estimated) and wants to be billed on their self-read meter reading.</li> </ul> <p>Origin has established processes for allowing customers to provide the self-meter reads through contacting Origin or submitting their self-meter reads online by logging onto their accounts. The guidance on how to self-read the gas meters is</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>available on Origin’s website for customers’ facilitation and the agents are also trained to help customers for taking self-reads.</p> <p>Through sample verification of the customer bills, we confirmed that Origin based its customers’ bills on the following:</p> <ul style="list-style-type: none"> <li>• Distributor provided actual meter reading;</li> <li>• Distributor provided estimated meter reading; or</li> <li>• Customer self-meter reading.</li> </ul>		
152	<p>A retailer must use its best endeavours to ensure that metering reading data is obtained as frequently as is required to prepare its bills.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.7(1)</i></p>	4	<p>Through discussions with the Governance and Operations Analyst – Billings and metering, review of the procedure documents and the meter reading schedules agreed with the distributor, following were determined:</p> <ul style="list-style-type: none"> <li>• All the customer bills are based on distributor’s provided actual meter reading in normal course of business;</li> <li>• The meter reading schedules of monthly or quarterly frequencies are annually set with the distributor, which ensures that at least once in each quarter the customers’ meters are read by the distributor;</li> <li>• Where there are delays in receiving meter readings from distributor, Origin follows up with the distributor through sending system-based notifications and manual follow-ups as follows: <ul style="list-style-type: none"> <li>○ System generated Missing Data Notifications are sent to the distributor on day 2 and day 5 after the scheduled meter read date.</li> <li>○ Using various system generated reports, Meter Data team monitors the meter readings received from the distributor daily and follows up with distributor for the delays.</li> <li>○ If a meter reading is not received by day 10 of the scheduled meter read date, the system generates an exception, which is investigated and followed up by</li> </ul> </li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>the Operations team, in addition to the follow-up procedures carried out by the Meter Data team.</p> <ul style="list-style-type: none"> <li>Where actual meter readings could not be shared by the distributor for any reasons, such as delay on part of the distributor, denied access to the meters by the customers etc, the distributor provided estimated reads are used to base the customers' bills.</li> <li>In case of access issues, Origin sends a letter to the customers, informing about the access issues faced by the distributor, and requesting that access to the meters be clear and safe for the next scheduled meter reading date.</li> <li>After sending a bill based on distributor-provided estimated meter reading, if the customer contests the meter reading used and provides a self-meter read, Origin accepts the customer provided read, however, issues a letter to the customer stating that the customer provided read is accepted for the current instance, however, Origin has an obligation to obtain at least one meter read per year from the distributor and therefore requests customer to ensure that the distributor's access to the meter at customer site is clear and safe on the next meter reading date..</li> </ul> <p>Through sample verification performed on the customer bills, we confirmed the following for the samples tested:</p> <ul style="list-style-type: none"> <li>Where the meter readings were delayed by the distributor, Origin performed the follow-up procedures with the distributors to obtain the actual meter readings, such as sending out system-generated reminders to the distributor.</li> </ul>		
153	Subject to subclause 4.7(3), a retailer must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(a).	4	Through discussion with the Process Analyst Billings & Device and the Compliance Advisor, we determined that Origin is required to comply with the Retail Market Procedures published by the Australian Energy Market	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act Section 11M and Compendium clause 4.7(2)</i>		<p>Operator. As such, the obligation of obtaining the metering data from distributor at least once every 12 months does not apply to Origin by virtue of exception provided under subclause 4.7(3) of the Compendium.</p> <p>Notwithstanding the above, we note that the clause 4.7(3) was inserted in the Compendium by way of an amendment made by the ERA in December 2019, having effective date of 1 January 2020. As such, the cover of clause 4.7(3) became available to the retailers only for the period starting from 1 January 2020.</p> <p>Accordingly, our sample testing on the bills issued to the customers before 1 January 2020 identified one customer where actual meter readings could not be obtained from the distributor for a period of more than 12 months for the reason involving no clear access provided by the customer for the distributor.</p> <p>Considering that the inclusion of clause 4.7(3) has now resulted in the non-applicability of this obligation for Origin, therefore, no further recommendations have been identified to remediate the identified breach.</p>		
154	<p>A retailer must give the customer an estimated bill in the manner specified if the retailer is unable to reasonably base a bill on a reading of the meter.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.8(1)</i></p>	4	<p>Through discussions with the Process Analyst – Billings &amp; Device and review of the process documents, we determined that Origin issues an estimated bill only if the actual meter reads are not received by the distributor, in which cases, the estimated meter readings are received by the distributor to form basis of the estimated bills.</p> <p>Origin sends out an explanatory letter to the customer along with every estimated bill to inform about the estimation made by the Origin. The estimated bill along with the cover letter issued with the estimated bill include the following information:</p> <ul style="list-style-type: none"> <li>• A clear mention that the bill is estimated and is based on estimated meter reading</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>• The reason of estimation</li> <li>• Estimated meter read</li> <li>• Basis of estimation, stating that the estimation is worked out based on the customer's usage history</li> <li>• A statement that the adjustment to the bill based on actual meter reading will be included in the next scheduled bill</li> <li>• Details of process for the customer to perform a self-meter read and send the actual meter read to have an amended bill, if self-meter read is accepted by Origin</li> <li>• A link to Origin's website containing a video tutorial explaining the process of performing self-meter read</li> <li>• A statement that the customer has an option to request Origin to arrange a 'special meter read', including a statement that a fee for special meter read may be charged.</li> </ul> <p>The sample verification of customers' bills confirmed that Origin issued estimated bills to the customers where the meter reading could not be obtained.</p>		
155	<p>Where the customer's bill is estimated, a retailer must clearly specify on the customer's bill the information prescribed in clauses 4.8(2)(a)-(c).</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.8(2)</i></p>	4	<p>During sample verification, we found instances where the explanatory cover letters were not sent to the customers along with the estimated bills. Accordingly, the information prescribed in Compendium's clauses 4.8(2)(a)-(c) was not relayed to the customers.</p> <p><b>Recommendation 04/2022:</b> We recommend that management introduces a detective control to raise system-generated exceptions where the bills are generated without the explanatory cover letters. The exceptions identified through the system controls should be resolved to ensure that the estimated bills are always sent to the customers along with the explanatory cover letters which will include information in clause 4.8(2)(a)-(c) of the Compendium.</p>	B	2

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<i>Please refer to Licence Obligation 154 for process description.</i>		
156	<p>Upon request, a retailer must inform a customer of the basis and the reason for the estimation.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.8(3)</i></p>	4	<p>The controls around informing the customers for details of estimation along with the estimated bill are documented in Obligation 154.</p> <p>Further, through review of frontline procedures and training materials for Origin's agents, we determined that a detailed guidance is also available to the agents to respond to the customer queries for the estimated bills; specifically, around advising customers of the basis and reason for the estimation.</p> <p>No instances of customer requests were identified in our sample verification where a customer has requested information related to the basis and reason for the estimated bills.</p>	N/P	N/R
157	<p>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.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.9</i></p>	4	<p>Through discussions with the Manager Billing &amp; Sales Fulfilment Functional, review of the process documents and sample verification of the bills issued to the customers, we determined the following:</p> <ul style="list-style-type: none"> <li>• where an estimated bill is sent to the customer and the meter is subsequently read, Origin adjusts the initial bill and issue an amended bill: <ul style="list-style-type: none"> <li>○ If the meter was self-read by the customer and the self-read was accepted by Origin after validation checks;</li> <li>○ If the meter was subsequently read by distributor under a special meter request of the customer.</li> </ul> </li> <li>• Where an estimated bill is sent to customer and the meter is subsequently read by the distributor on the next scheduled meter read date, the next bill issued to the customer is based on the actual meter reading, thereby automatically taking an impact of adjustment of the previous estimation made.</li> </ul>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
158	<p>If a retailer has based a bill upon an estimation because the customer failed to provide access to the meter, and the customer subsequently requests the retailer to provide a bill based on a reading of the meter and provides access to the meter and pays the retailer's reasonable charge for reading the meter (if any), the retailer must do so.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.10</i></p>	4	<p>Through discussions with the Manager Billing &amp; Sales Fulfilment Functional and review of the procedure documents, we determined that in cases where Origin issues an estimated bill, the customer is provided an option to request for replacement of the estimated bill with a bill based on the actual meter reading. The process involves the following:</p> <ul style="list-style-type: none"> <li>• The customer is provided an explanatory letter with the estimated bill, providing the details of estimation and the option available with the customer to request for the special meter read, which would be subject to a 'special meter read fee' charge.</li> <li>• If the customer contacts Origin and requests for the special meter read, Origin's agent advises the customer of the requirement to pay for the special meter reading fee and to ensure access to the meter on the date of meter read,</li> <li>• If the customer agrees to pay the applicable fee for special meter read, Origin raises a Special Read Request Service Order and send it to ATCO for conducting the special read.</li> <li>• ATCO conducts the special meter read and provides the metering data to Origin.</li> <li>• If the special meter read received is lower than the estimated meter reading used for billing, the customer is provided with an amended bill.</li> <li>• If the special meter read received is higher than the estimated meter reading the customer is informed that the bill is in line with the customers' consumption and, therefore, the bill is not required to be amended. However, if the customer requests to receive the bill on special meter read, the amended bill is issued by the Origin.</li> </ul> <p>Through the sample verification of the customer bills, we verified that during the audit period, customers' requests for</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			special meter reads were entertained by Origin on customer agreeing to pay the special meter read fee.		
159	If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so. <i>Energy Coordination Act Section 11M and Compendium clause 4.11(1)</i>	4	Through discussions with the Manager Billing & Sales Fulfilment Functional and review of the process documents, we determined the following: <ul style="list-style-type: none"> <li>If a customer requests for testing their meter, the agent handling the customer request is required to inform the customer that a meter test fee would be charged to the customer if the meter is not found to be defective after performing the meter test.</li> </ul>	N/P	1
160	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer. <i>Energy Coordination Act Section 11M and Compendium clause 4.11(2)</i>	4	<ul style="list-style-type: none"> <li>If the meter is not found in defect, a meter testing fee would be billed to the customer with the next due bill.</li> <li>If customer agrees to pay the meter test fee, the agent raises a Meter Test Request in the system which is sent to the distributor for further action;</li> <li>If the outcome of the test results in a defective meter, the customer is not billed for the meter test fee.</li> </ul> <p>We were advised by the Operations Manager: Offshore &amp; Specialist Segments that there were only three instances where meter test requests were received from the customers during the audit period. In all the instances, the meter tests were conducted by the distributor after receiving the Meter Test Requests from the Origin. Where the meter was found to be in defect, the customers were not charged with any fee for the meter tests.</p>	N/P	1
161	If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions. The effective date of change is set out in clause 4.12(2).	4	Through the confirmation obtained from Product Delivery and Operations Manager, we understand that Origin does not offer Alternative Tariffs to its customers.	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act Section 11M and Compendium clause 4.12(1)</i>				
162*	As per the 2017 Gas Compliance Reporting Manual, For the purpose of clause 4.12(1), the effective date of change in the tariff will be the date on which the last meter reading at the previous tariff was obtained; or, if the change requires an adjustment to the meter at the customer's supply address, the date the meter adjustment is completed <i>Energy Coordination Act Section 11M and Compendium clause 4.12(2)</i>	4		N/P	N/R
163	If a customer's gas use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff. <i>Energy Coordination Act Section 11M and Compendium clause 4.13</i>	4		N/P	N/R
164	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request. <i>Energy Coordination Act Section 11M and Compendium clause 4.14(1)</i>	4	Through discussion with the Manager Billing & Sales Fulfilment Functional, review of billing procedures and sample verification of the customer bills, we determined that where a customer requests to finalise their account, Origin does so by raising a final meter read service order to the distributor. A final read fee is charged to the customer for organizing a final meter read at the customer's supply address. On receiving the final meter read from the distributor, Origin's system generates the final bill which is issued to the customer after due verification.	N/P	1
165	If the customer's account is in credit at the time of account closure, the retailer must, subject to clause 4.14(3), at the time of the final bill ask	4	Through discussion with the Manager Billing & Sales Fulfilment Functional, review of the process documents and sample verification of the bills issued to the customers during	N/P	1

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	<p>the customer for instructions on where to transfer the amount of credit (based on clauses 4.14(2)(a) or (b)), and pay the credit in accordance with the customer's instructions within 12 business days or another time agreed with the customer.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.14(2)</i></p>		<p>the audit period, we determined that if the customer's account is in credit at the time of account closure, Origin sends a letter to the customer along with the final bill to inform customer about the credit balance on the customer's account. The letter provides the customer with the following options:</p> <ul style="list-style-type: none"> <li>To apply for the refund through submitting an online form requesting for the refund to be deposited into the customer bank account or receive a refund cheque by post;</li> <li>To request for transfer of the customer's credit to another account of customer maintained with the Origin.</li> </ul> <p>During sample verification, we confirmed that the refunds were processed / credits were applied within the 12 business days of receiving the instructions from the customer.</p>		
165A	<p>If the customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, with written notice to the customer, use that credit to set off the debt. If after the set off, there remains an amount of credit, the retailer must ask the customer for instructions in accordance with clause 4.14(2).</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.14(3)</i></p>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment Functional, and review of the process documents we determined that Origin does not, on its own, apply credits available to the customer on one account to a debt owed by the customer on any other account.</p> <p>The customer can, however, request the transfer of credit available at the time of account closure to any other account of the customer with a debt. If so requested by customer, Origin transfers the customer's credit from a closing account to another existing account and applies the credit against the existing debt of the customer.</p> <p>During sample verification, we confirmed that Origin acted upon customer's instruction to transfer the credit balance of finalised account to other account of the customer, having a balance due to the Origin.</p>	N/P	1
166	<p>A retailer must review the customer's bill on request by the customer, subject to the customer paying the lesser of the portion of the bill agreed to not be in dispute or an amount</p>	4	<p>Through discussion with the Operations Manager, Service Delivery &amp; Ombudsman, review of the process documents and sample verification, we determined the following:</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>equal to the average of the customer's bill over the previous 12 months and paying any future bills that are properly due.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.15</i></p>		<ul style="list-style-type: none"> <li>• Where a customer contacts Origin to request the review of their bill, the agents handling the customer request, perform the review based on the established guideline procedures provided to the agents by the Origin.</li> <li>• If after performing the detailed review, the agent is satisfied that the bill is:               <ul style="list-style-type: none"> <li>○ Correct, the agent informs the customer that the investigation shows that the bill issued to the customer is correct.</li> <li>○ Incorrect, the agent initiates the bill amendment process. The initial bill gets reversed, and an amended bill is sent to the customer along with a cover letter, explaining that the bill is amended. Please refer to Obligations 171 to 175A for further details around processes to address undercharging / overcharging scenarios.</li> </ul> </li> <li>• The review is done immediately by Origin's agents and the outcome of the review is shared with the customer during the interaction with the customer.</li> <li>• In cases where an action or review is required to be undertaken by an internal back-office team of Origin, or where action is required to be undertaken by the network distributor e.g., a meter test and special read service order, a case is raised in the system and a case manager is assigned to and monitor and resolve the request.</li> <li>• Once the outcomes of the additional actions are completed, the case manager contacts the customer and advise of the outcome of the review.</li> </ul> <p>During the sample verification of customer's requests for bill review, we confirmed the following:</p> <ul style="list-style-type: none"> <li>• where the requests for review of bill were received from the customer, Origin's agents performed the review and shared the outcome of the review during the interaction with the customer on the same day. As such, no</li> </ul>		

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			instances were noted where the outcome of the review was not communicated within 20 business days of the request of review.		
167	<p>If a retailer is satisfied after conducting a review of a bill that the bill is correct, the retailer:</p> <ul style="list-style-type: none"> <li>• may require a customer to pay the unpaid amount;</li> <li>• must advise the customer that the customer may request the retailer to arrange a meter test in accordance with applicable law; and</li> <li>• must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</li> </ul> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.16(1)(a)</i></p>	4	<p>During the sample verification of customer's requests for bill review, we confirmed the following:</p> <ul style="list-style-type: none"> <li>• In all the instances where the review resulted in a conclusion that the customer's bill was correct, Origin's agents did not advise the customer of: <ul style="list-style-type: none"> <li>○ the option to request Origin to arrange a meter test; and</li> <li>○ the existence and operation of Origin's internal complaints handling processes.</li> </ul> </li> <li>• Our review of the procedure document developed by Origin for conducting the bill review identified that the requirements to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes were not included in the procedure.</li> </ul> <p><b>Recommendation 05/2022:</b> We recommend the management to do the following:</p> <ul style="list-style-type: none"> <li>• Update the relevant procedure document and agents' scripting to include the requirement to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes following a review of a bill;</li> <li>• Issue instructions / provide training to the agents to ensure that the agents are aware of the new requirements under the procedure; and</li> <li>• Perform targeted Quality Assurance activities of reviewing the agents' calls involving customers' bill review queries to ensure that all the relevant requirements are complied with.</li> </ul>	C	3

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<i>Please refer to Obligation 166 for process description.</i>		
168	<p>If a retailer is satisfied after conducting a review of a bill that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.16(1)(b)</i></p>	4	<p>The process description around adjusting the bill in case of incorrect billing is detailed in the 'Observation and Recommendation' section of Obligation 166.</p> <p>For the processes around dealing with the overcharging / undercharging scenarios, please refer obligations 171 to 175A..</p>	N/P	1
169	<p>The retailer must inform a customer of the outcome of the review (of the bill) as soon as practicable.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.16(2)</i></p>	4	<i>Refer to Licence Obligation 166.</i>	N/P	1
170	<p>If the retailer has not informed a customer of the outcome of the review within 20 business days from the date of receipt of the request for review under clause 4.15, the retailer must provide the customer with notification of the status of the review as soon as practicable.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.16(3)</i></p>	4	<i>Refer to Licence Obligation 166.</i>	N/P	N/R
171	<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), the retailer must follow the procedure specified in clauses 4.17(2)(a)-(e).</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.17(2)</i></p>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment Functional, review of process documents and sample verification of customer bills, we determined that where an undercharged amount is intended to be recovered from the customer, following processes are followed:</p> <ul style="list-style-type: none"> <li>An amended bill along with an explanatory cover letter is issued to the customer no later than the next bill date after an undercharge is discovered.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
171A*	<p>As per the 2017 Gas Compliance Reporting Manual, a retailer may charge the customer interest or require the customer to pay a late payment fee only if, after notifying a customer of the amount to be recovered under subclause (2)(c), the customer has failed to pay the amount and has not entered into Instalment plan under subclause (2)(e).</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.17(3)</i></p>	4	<ul style="list-style-type: none"> <li>The amended bill mentions the adjustments made to the original bill and the period to which the adjustment relates in the section “Other Charges and Adjustments”.</li> </ul> <p>During the sample verification, we did not find any instance where an adjustment was made for the period beyond 12 months prior to the date on which the meter was read</p> <ul style="list-style-type: none"> <li>The amended bill does not include a late payment fee or the interest charge on the undercharged amount</li> <li>The cover letter sent to the customer along with the amended bill includes the following:               <ul style="list-style-type: none"> <li>The reason of undercharge adjustment</li> <li>A statement that the amended bill has replaced the original bill; and</li> <li>A guidance on how to review the undercharge adjustments on the bill.</li> <li>An option for the customer to apply for a payment extension or a payment plan, if the customer needs more time to pay the amount due.</li> </ul> </li> </ul> <p>Compendium’s clause 4.17(2)(b) is not applicable for Origin, as it does not offer alternative tariffs to its customers.</p>	N/P	1
172	<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 use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the error, defect or default and, subject to clauses 4.18(6) and (7) ask the customer for instructions as to whether the amount should be credited to the customer’s account; or repaid to the customer.</p>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment Functional, review of process documents and sample verification of customer bills, we determined that where an overcharged amount is identified, following processes are followed:</p> <ul style="list-style-type: none"> <li>An amended bill is issued to the customer immediately (usually overnight) on becoming aware of the adjustment to replace the original bill.</li> <li>The amended bill mentions the adjustments made to the original bill in the section “Other Charges and Adjustments”.</li> </ul>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	No interest shall accrue to a credit or refund referred to in this clause. <i>Energy Coordination Act Section 11M and Compendium clause 4.18(2) and 4.18(5)</i>		<ul style="list-style-type: none"> <li>Where the customer has vacated the supply address, an amended final bill is sent to their preferred billing address for the final bill.</li> <li>A cover letter is sent to the customer along with the amended bill, which includes the following:               <ul style="list-style-type: none"> <li>The reason of adjustment</li> <li>A statement that the amended bill has replaced the original bill; and</li> <li>A guidance on how to review the adjustments on the bill.</li> </ul> </li> <li>The amount owing to the customer is applied as a credit to the customer's account by default, however, the customer is given an option to apply for the refund within 5 business days, in cases where the amount due to the customer is above \$100.</li> <li>If a customer applies for a refund, Origin processes the refund on the instructions of the customer.</li> <li>The timeframes of releasing refunds to customers on requests are set to be within 0-3 business days, whereas the expected lead time to receive refunds by customer after release of funds by Origin is 5-8 business days. Our sample verification did not find any instance where refunds were not made within 12 business days of receiving customers' instructions.</li> <li>The cover letter sent to the customer along with the bill includes an option that the customer can apply for a refund of the credit amount within the next 5 business days. This option is only included in the cover letter where the amount due to the customer is more than \$100.</li> </ul>		
173	If a retailer receives instructions under clause 4.18(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions. <i>Energy Coordination Act Section 11M and Compendium clause 4.18(3)</i>	4		N/P	1
174	If a retailer does not receive instructions under clause 4.18(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account. <i>Energy Coordination Act Section 11M and Compendium clause 4.18(4)</i>	4		N/P	1
175	If the overcharged amount is less than \$100, the retailer may notify a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and ask the customer for instructions under clause 4.18(2), or credit the amount to the customer's next bill. <i>Energy Coordination Act Section 11M and Compendium clause 4.18(6)</i>	4		N/P	1
175A	If a customer has been overcharged by the retailer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer	4	Through discussion with the Manager Billing & Sales Fulfilment Functional and sample verification of customers' bills, we determined that where a customer has an overdue balance and subsequently an overcharge from the customer is identified:	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>may, with written notice to the customer, use the amount of the overcharge to set off the debt owed to the retailer.</p> <p>If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.18(2); or 4.18(6) where the amount is less than \$100.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.18(7)</i></p>		<ul style="list-style-type: none"> <li>The overcharge amount is applied as a credit against the overdue balance on the customer's account, if any, in the manner described in the Obligations 172 to 175A.</li> <li>The cover letter sent to the customer with the amended bill serves as a written notice for the overcharge adjustment.</li> <li>If after applying the overcharge adjustment against the overdue balance, the customer net account balance comes as a credit balance of more than \$100, an option is provided to the customer to apply for the refund of the net credit balance.</li> </ul> <p>We noted that the same procedure is applied by Origin for all the customers (including the payment difficulties and financial hardship customers). During our sample verification, we did not find any instance, where an amount was overcharged from the customer assessed to be experiencing payment difficulty or financial hardship conditions.</p>		
176	<p>If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of the customer, the retailer must follow the procedure specified in clauses 4.19(1)(a)-(d).</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.19(1)</i></p>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment Functional, review of process documents and sample verification of customer bills, we determined that in cases where adjustments are made in the customers' bills, following processes are followed:</p> <ul style="list-style-type: none"> <li>An amended bill is issued to the customer immediately (usually overnight) on becoming aware of the adjustment to replace original bill.</li> </ul>	N/P	1
177	<p>If after the meter reading a retailer becomes aware of an amount owing to the customer, the retailer must use its best endeavours to inform the customer accordingly within 10 business days of the retailer becoming aware of the adjustment and, subject to clauses 4.19(5) and</p>	4	<ul style="list-style-type: none"> <li>The amended bill mentions the adjustments made to the original bill in the section "Other Charges and Adjustments".</li> <li>A cover letter is sent to the customer along with the amended bill, which includes the following: <ul style="list-style-type: none"> <li>The reason of adjustment</li> </ul> </li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>4.19(7), ask the customer for instructions as to whether the amount should be, credited to the customer's account; repaid to the customer; or included as a part of the new bill smoothing arrangement if the adjustment arises under clauses 4.3(2)(a)-(b).</p> <p>No interest shall accrue to a credit or refund referred to in this clause.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.19(2) and 4.19(6)</i></p>		<ul style="list-style-type: none"> <li>○ A statement that the amended bill has replaced the original bill; and</li> <li>○ A guidance on how to review the adjustments on the bill.</li> </ul> <p>Where the adjustment results in an amount to be recovered from the customer, the process further includes the following:</p> <ul style="list-style-type: none"> <li>● The amended bill does not require the customer to pay a late payment fee because of the adjustment.</li> <li>● The cover letter sent to the customer along with the bill provides an option for the customer to apply for a payment extension or a payment plan if the customer needs more time to pay the amount due.</li> </ul>		
178	<p>If a retailer received instructions under clause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.19(3)</i></p>	4	<ul style="list-style-type: none"> <li>● The "Other Charges and Adjustment" section mentions the period to which the adjustment relates. During the sample verification, we did not find any instance where an adjustment was made for the period beyond 12 months prior to the date on which the meter was read.</li> </ul> <p>Where the adjustment results in an amount owing to the customer, the process further includes the following:</p>	N/P	1
179	<p>If a retailer does not receive instructions under clause 4.19(2) within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.</p> <p><i>Energy Coordination Act Section 11M and Compendium clause 4.19(4)</i></p>	4	<ul style="list-style-type: none"> <li>● The amount owing to the customer is applied as a credit to the customer's account by default, however, the customer is given an option to apply for the refund within 5 business days, in cases where the amount due to the customer is above \$100.</li> <li>● If a customer applies for a refund, Origin processes the refund on the instructions of the customer.</li> </ul>	N/P	1
180	<p>If the adjustment amount owing to the customer is less than \$100, the retailer may notify the customer of the adjustment by no later than the next bill after the meter is read, and</p> <ul style="list-style-type: none"> <li>● ask the customer for instructions under clause 4.19(2); or</li> </ul>	4	<ul style="list-style-type: none"> <li>● The timeframes of releasing refunds to customers on requests are set to be within 0-3 business days, whereas, the expected lead time to receive refunds by customer after release of funds by Origin is 5-8 business days. Our sample verification did not find any instance where refunds were not made within 12 business days of receiving customers' instructions.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<ul style="list-style-type: none"> <li>credit the amount to the customer's next bill.</li> </ul> <i>Energy Coordination Act Section 11M and Compendium clause 4.19(5)</i>		<ul style="list-style-type: none"> <li>The cover letter sent to the customer along with the bill includes an option that the customer can apply for a refund of the credit amount within the next 5 business days. This option is only included in the cover letter where the amount due to the customer is more than \$100.</li> </ul>		
180A	<p>If the amount of the adjustment is an amount owing to the customer, and the customer owes a debt to the retailer, then provided the customer is not a residential customer experiencing payment difficulties or financial hardship, the retailer may, with written notice to the customer, use the amount of the adjustment to set off the debt owed to the retailer.</p> <p>If, after the set off, there remains an amount of credit, the retailer must deal with that amount of credit in accordance with clause 4.19(2); or 4.19(5) where the amount is less than \$100.</p> <i>Energy Coordination Act Section 11M and Compendium clause 4.19(7)</i>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment Functional and sample verification of customers' bills, we determined that where a customer has an overdue balance and subsequently an adjustment of an amount owing to the customer is identified:</p> <ul style="list-style-type: none"> <li>the adjustment is applied as a credit against the overdue balance on the customer's account, if any, in the manner described in the Obligations 176 to 180.</li> <li>The cover letter sent to the customer with the amended bill serves as a written notice for the overcharge adjustment.</li> <li>If after applying the adjustment against the overdue balance, the customer net account balance comes as a credit balance of more than \$100, an option is provided to the customer to apply for the refund of the net credit balance.</li> </ul> <p>We noted that the same procedure is applied by Origin for all the customers (including the payment difficulties and financial hardship customers). During our sample verification, we did not find any instance, where an adjustment resulted in an amount owed to the customer assessed to be experiencing payment difficulty or financial hardship conditions.</p>	N/P	N/R
181	<p>The due date on the bill must be at least 12 business days from the <i>date</i> of that bill, unless otherwise agreed with the customer. The date of the dispatch is the date of the bill unless the retailer specifies a later date.</p>	4	<p>Through discussion with the Manager Billing &amp; Sales Fulfilment, Credit Initiatives &amp; Delivery Manager, review of process documents and customer contracts, it was noted that,</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 5.1</i>		<ul style="list-style-type: none"> <li>The bill due date for WA customers is automatically calculated by SAP, with the due date being 14 business days from the bill issue date.</li> <li>Existing SAP system configuration for assigning due date is calculated at 14 business days in future excluding weekends and public holidays.</li> <li>Per Origin's non-standard/market contracts, due dates are considered at a minimum of 10 business days from the bill issue date.</li> </ul> <p>Sample verification of customer bills confirmed that the due dates were at least 12 business days from the bill issue date.</p>		
182	<p>Unless otherwise agreed with a customer, a retailer must offer the customer at least the following payment methods:</p> <ul style="list-style-type: none"> <li>in person at 1 or more payment outlets located within the Local Government District of the customer's supply address;</li> <li>by mail;</li> <li>for residential customers, by Centrepay;</li> <li>electronically by means of BPay or credit card; and</li> <li>by telephone by means of credit card or debit card.</li> </ul> <p><i>Energy Coordination Act section 11M and Compendium clause 5.2</i></p>	4	<p>Upon review Origin's payment processes, training module, sample verification and through discussions with Credit Initiatives &amp; Delivery Manager, it was noted that during the audit period, Origin offered each of the payment methods to the customers as prescribed in Compendium clause 5.2.</p>	N/P	1
183	<p>Prior to a direct debit facility commencing, a retailer must obtain the customer's verifiable consent and agree with the customer the date of commencement of the direct debit facility and the frequency of the direct debits.</p>	4	<p>Upon review of Origin's customer connection procedures, training modules and Direct Debit consent form (available free of cost on Origin's website) and through discussions with Credit Initiatives &amp; Delivery Manager, it was noted that before commencing a direct debit, Origin maintained processes to obtain customer's verifiable consent either verbally recorded over the telephone or written for digitally sign-up using Origin website.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 5.3</i>		Sample verification of call recordings confirmed that customer's verifiable consent was obtained in all instances.		
184	<p>A retailer must accept payment in advance from a customer on request. The minimum amount a retailer will accept an advance payment is \$20, unless otherwise agreed with a customer.</p> <p>Note: the summary wording of this obligation has not changed, but one of the changes to the Compendium (which came into effect on 1 January 2020) was the creation of additional subclauses to 5.4 which provide additional information and create an exception to complying with 5.4(1).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.4</i></p>	4	<p>Upon review of Origin's standard and non-standard form contract, payment &amp; refund procedures and through discussions with Credit Initiatives &amp; Delivery Manager, it was noted that Origin accepts payment in advance from the customers and no minimum amount applies.</p> <p>Origin accepts payments in advance of any amount (no minimum limit) and should the customer wish to receive the advance payment as a refund, there are processes to facilitate this.</p> <p>Origin's EasiPay option is an on-going plan that works to smooth out bills into more manageable payments. This allows customer to pay for their future usage.</p> <p>Sample verification of customer bills confirmed that Origin accepted advance payments from customers during the audit period.</p>	N/P	1
185	<p>If a customer is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a retailer must offer a residential customer a redirection of the customer's bill to a third person, at no charge.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.5</i></p>	4	<p>Upon review of Origin's standard and non-standard contracts, payment procedures, frontline procedures to manage vulnerable customers and through discussions with the Credit Initiatives &amp; Delivery Manager, it was noted that Origin allows customers to have different billing and supply addresses linked to their accounts.</p> <p>Specifically, to include third-party billing address at no charge. This can be completed by calling Origin.</p> <p>During the audit period, Origin applied its standard procedures for customers to have bills redirected to a third party at an alternative postal address, at no charge.</p>	N/P	1
186	<p>A retailer must not charge a residential customer a late payment fee in the circumstances specified in clauses 5.6(1)(b)-(d).</p>	4	<p>Upon review of Origin's payment procedures, Hardship Policy and through discussion with the Credit Initiatives &amp; Delivery Manager, it was noted during the audit period Origin's has procedures in place to ensure all dunning</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>Note: the changes to the Compendium (which came into effect on 1 January 2020) included the deletion of clause 5.6(1)(a) and changes to clause 5.6(1)(c).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.6(1)</i></p>		<p>activities including late fee charges gets stopped if there is an active payment arrangement or lock in the account. Further, Origin applies exceptions to late payment fees for below scenarios:</p> <ul style="list-style-type: none"> <li>• Customers on hardship programs and government funded concession and entitlement programs;</li> <li>• Customers who have requested and granted a payment extension;</li> <li>• Customers on the EasiPay program;</li> <li>• Customers who are on an instalment plan; and</li> <li>• Any bill under review due to complaints made to Origin or the gas ombudsman.</li> </ul> <p>Trainings are provided to Origin staff to support customers to waive late payment fees where applicable, as evidenced in their training modules.</p> <p>Our verification did not identify any instances where a residential customer was charged a late payment fee in the circumstances specified in clauses 5.6(1)(b)-(d).</p>		
186A	<p>If a retailer has charged a late payment fee in the circumstances set out in clause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.6(2)</i></p>	4	<p>Through discussion with the Credit Initiatives &amp; Delivery Manager, it was noted that during the audit period Origin has procedures in place to apply lock to an account where there is an active complaint under investigation. All dunning activities are stopped while there is an active lock. Specifically,</p> <ul style="list-style-type: none"> <li>• If a complaint is received regarding a specific bill, a lock is placed on the account</li> <li>• The system does not allow late payment fees to be applied to bills which are under review or have an unresolved complaint. Further, the customer is given a standard time to settle the bill from the resolution time.</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			During the audit period, there were no instances of late payment fees applied to accounts relating to Ombudsman complaints.		
187	<p>If a retailer has charged a residential customer a late fee, a retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.6(3)</i></p>	4	<p>Through discussion with the Credit Initiatives &amp; Delivery Manager, it was noted that late payment fee (LPF) is applied only once for an overdue bill through SAP. Overdue notice has payment deadline of 10 business days, which restricts system to apply trigger any further overdue notice to the customer.</p> <p>Through our walkthrough procedure we determined that SAP is configured to restrict late payment fees to one per bill and 12 per year.</p> <p>During the audit period, there were no instances of:</p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• more than 3 late payment fees in relation to the same bill, or</li> <li>• more than 12 late payment fees in a year.</li> </ul>	N/P	1
188	<p>A retailer must not charge a residential customer more than 3 late payment fees in relation to the same bill, or more than 12 late payment fees in a year.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.6(4)</i></p>	4	Refer to Licence Obligation 187	N/P	1
189	<p>If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.6(5)</i></p>	4	<p>Upon review of Origin's procedures to assist vulnerable customers, late payment fee and through discussion with the Credit Initiatives &amp; Delivery Manager, it was noted that that during the audit period, Origin has procedures in place to waive the late payment fees if the customer is assessed as being in financial hardship.</p> <p>Sample verification confirmed that Origin retrospectively waived late payment fees for financial hardship customers.</p>	N/P	1



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
190	<p>A retailer must not require a customer who has vacated a supply address, and who has given the retailer notice, to pay for gas consumed at the customer's supply address in the circumstances specified in clause 5.7(1), unless the retailer and the customer have agreed to an alternative date.</p> <p>Notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.7(1)</i></p>	4	<p>Through discussion with the Credit Initiatives &amp; Delivery Manager and review of Origin's standard and non-standard form contract, it was noted that for vacated supply addresses included those as result of eviction or being required to vacate, Origin has following procedures in place:</p> <ul style="list-style-type: none"> <li>• The customer's liability for any gas usage is limited to the point at which the customer notifies Origin they have been evicted from their supply address.</li> <li>• Contract terms outline the customer's obligation to provide at least 5 days' notice to Origin to finalise their account and an address to which the final bill may be sent</li> <li>• Origin is to arrange for a special meter read to invoice the customer to the point of a final read for the property</li> <li>• Standard move out process was applied for all selected sample move-out customers.</li> </ul>	N/P	1
191	<p>If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require a customer to pay for gas consumed at the customer's supply address from the date the customer gave the retailer notice.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.7(2)</i></p>	4	<p>Through discussions with the Credit Initiatives and Delivery Manager and review of Origin's standard and non-standard form of contract, it was noted that, Customer is obliged to pay the consumption charges until the date of moveout or 5 days from the date of notifying Origin, unless a customer can demonstrate that they were forced to vacate the Supply Address earlier (i.e eviction)</p>	N/P	N/R
192*	<p>As per the 2017 Gas Compliance Reporting Manual, notice is given if a customer informs a retailer of the date on which the customer intends to vacate, or has vacated the supply address, and gives the retailer a forwarding address to which a final bill may be sent.</p>	4	Refer to Licence Obligation no. 190	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 5.7(3)</i>				
193	Notwithstanding clauses 5.7(1) and 5.7(2), a retailer must not require a customer to pay for gas consumed at the customer's supply address in the circumstances specified in clauses 5.7(4)(a)-(c). <i>Energy Coordination Act section 11M and Compendium clause 5.7(4)</i>	4	Through discussion with the Credit Initiatives & Delivery Manager and review of Origin's standard and non-standard contract, it was noted that during the audit period Origin had procedures in place to ensure that: <ul style="list-style-type: none"> <li>A customer was not required to pay for any gas supplied at the supply address after the time when the gas supply is disconnected or is transferred to a new customer</li> <li>When another retailer becomes responsible for the supply of gas the contract will end and Origin will no longer be able to bill the customer for the gas supplied to the supply address</li> <li>Disconnection of the gas supply will end the contract; therefore, Origin will no longer be able to bill the customer who has consumed at the supply address.</li> <li>Debt is recoverable only from the customer who contracted with Origin</li> </ul>	N/P	N/R
195	A retailer must not commence proceedings for recovery of a debt from a residential customer who has informed a retailer that the customer is experiencing payment difficulties or financial hardship; and while a residential customer continues to make payments under an alternative payment arrangement. <i>Energy Coordination Act section 11M and compendium clause 5.8(1)</i>	4	Through discussion with Credit Initiatives & Delivery Manager and review of customer move in and move out procedures, it was noted that during the audit period Origin has procedures in place to ensure that: <ul style="list-style-type: none"> <li>Proceedings to recover debt are not commenced from a residential customer who has informed Origin of experiencing payment difficulties or financial hardship, and</li> <li>While a residential customer continues to make payments under an alternative payment arrangement.</li> </ul> According to Origin's non-standard contract (clause 11) legal proceedings are not commenced for an unpaid amount if: <ul style="list-style-type: none"> <li>The customer has entered into an instalment plan for the amount and are complying with that plan; or</li> </ul>	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>The customer is a Residential Customer and has informed Origin that they are experiencing Payment Difficulties or Financial Hardship.</li> </ul> <p>In addition, Origin has following procedures in place to prior to escalating the residential customer debt recovery or disconnections:</p> <ul style="list-style-type: none"> <li>Offering customers who have been assessed as experiencing payment difficulties to alternative interest-free and fee-free payment arrangements, such as:               <ul style="list-style-type: none"> <li>Additional time to pay</li> <li>An instalment payment plan; and/or</li> <li>Right to have bill redirected to a third party</li> <li>Information about government concessions and independent financial counselling services</li> </ul> </li> <li>Updating customer status in the notes in SAP once successful payment arrangements have been agreed with the customer</li> <li>Customers who have entered and maintained a payment arrangement with Origin being shielded from legal action, additional recovery costs and restriction of supply.</li> </ul>		
196	<p>A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of gas to that supply address.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.8(2)</i></p>	4	<p>Upon review of Origin's outbound recovery procedures and Section 23 of standard and non-standard form contract and through discussion with the Credit Initiatives &amp; Delivery Manager, it was noted that during the audit period, Origin applied procedures to manage the account finalisation process in a manner which ensures that it does not attempt to recover a debt from a person other than the customer with whom it has entered a contract for the supply of gas. Specifically including,</p> <ul style="list-style-type: none"> <li>The customer is not required to pay for any gas supplied at the supply address after the time when,</li> </ul>	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>An existing customer has moved out and final meter has been read</p> <p>Gas supply is disconnected or transferred to another retailer</p> <p>A new agreement is in place with other customer, who then becomes liable to pay</p> <ul style="list-style-type: none"> <li>The debt is recoverable only from the customer who has entered a contract with Origin.</li> <li>After a final bill is sent and an account is finalised for a supply address, the customer is not liable for consumption of gas at the address.</li> </ul>		
196A	<p>If a customer with a debt owing to a retailer requests the retailer to transfer the debt to another customer, the retailer may transfer the debt to the other customer provided that the retailer obtains the other customer's verifiable consent to the transfer.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.8(3)</i></p>	4	<p>Upon review of Origin's payment collection and debt transfer procedures and through discussion with the Credits Initiatives &amp; Delivery Manager, it was noted Origin allows debt transfer only if all the below conditions are met:</p> <ul style="list-style-type: none"> <li>request is made by primary account holder</li> <li>both BA's (Business Agreements) under the same BP (Business Partner)</li> <li>both BA's for properties in the same state</li> <li>both BA's for the same fuel</li> <li>BA that debt will be transferred to is Live</li> </ul> <p>Origin does not allow debt transfer to another customer unless the above criteria is met.</p>	N/P	N/R
197	<p>Where a retailer and residential customer have entered into a dual fuel contract, or separate contracts for the supply of electricity and gas, the retailer must apply a payment received from a residential customer for charges for the supply of electricity or gas in the circumstances specified in clause 5.10.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 5.10</i></p>	4	<p>Origin only supply Gas in the WA market, therefore Origin has no dual fuel contract arrangements in place during the contract period.</p>	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
198	A retailer must assess whether a residential customer is experiencing payment difficulties or financial hardship, within 5 business days from when the residential customer informs the retailer about the payment problems. If the retailer cannot make the assessment within 5 business days, it must refer the customer to a relevant consumer representative to make the assessment. If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a). <i>Energy Coordination Act section 11M and Compendium clause 6.1(1)</i>	2	Through discussions with the Credit Initiatives & Delivery Manager and review of the procedure documents, we determined the following: <ul style="list-style-type: none"> <li>Origin has developed detailed procedures and training materials for its agents handling the customers' queries to provide guidance on identifying 'hardship triggers' that suggest that customers are facing payment difficulties or financial hardship;</li> <li>When an agent identifies 'hardship triggers' or if the customer expressly communicates the payment difficulty / financial hardship to the agent, the customer is referred to Origin's dedicated Customer Advocacy Team;</li> <li>The Customer Advocacy Team is trained to provide assistance to the customers experiencing payment problems and are supported by detailed guiding procedures to assess customers experiencing payment difficulty or financial hardship;</li> </ul>	A	1
198A*	As per 2017 Gas reporting manual, "If a residential customer provides the retailer with an assessment from a relevant consumer representative, the retailer may adopt that assessment as its own assessment for the purposes of clause 6.1(1)(a)." <i>Energy Coordination Act section 11M and Compendium clause 6.1(2)</i>	2	<ul style="list-style-type: none"> <li>The Customer's Advocacy Team makes the assessment during the interaction with the customer and communicates the outcome of their assessment immediately to the customer;</li> <li>The procedures also allow Customer Advocacy Team to consider an assessment made by a relevant consumer representative for the customer.</li> </ul>	A	1
199	When undertaking an assessment regarding payment difficulties or financial hardship, the retailer must, unless the retailer adopts an assessment from a relevant consumer representative, give reasonable consideration to the information given by the residential customer and requested or held by the retailer; or advice given by a relevant consumer representative.	2	<ul style="list-style-type: none"> <li>During the audit period, there have been no instances where the assessment could not be made by Origin within 5 business days of receiving information from customer.</li> <li>There have been no instances where a residential customer has provided Origin with an assessment made by a relevant consumer representative.</li> <li>The assessment made by Origin included giving reasonable consideration to the information provided by</li> </ul>	A	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 6.1(3)</i>		<p>the residential customer and that held by Origin at the time of making assessment.</p> <p>Through sample verification of customers on payment plan or hardship plan, we confirmed the following for the samples selected:</p> <ul style="list-style-type: none"> <li>• There were no instances where an assessment could not be made by Origin within 5 business days from when the customer informed Origin about their financial problems.</li> <li>• There were no instances where the residential customer provided Origin with the assessment made by the relevant consumer representative; and</li> <li>• While making assessment, Origin gave reasonable consideration to the information given by the residential customer and requested or held by the retailer.</li> </ul>		
200	<p>A retailer must advise a residential customer on request of the details of an assessment.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.1(4)</i></p>	2	<p>Through discussions with the Credit Initiatives &amp; Delivery Manager, review of the procedure documentation and sample verification of customers on payment plan or hardship plan, we confirmed that the details of assessment process and outcome of assessment are provided to the customer:</p> <ul style="list-style-type: none"> <li>• During the interaction of Origin staff with the customer over the phone or through live chat; and also</li> <li>• Through sending the payment plan confirmation letter.</li> </ul> <p>As such, we identified no instances, where Origin has not provided the details of assessment to a residential customer on request.</p>	A	1
200A	<p>If a retailer refers a residential customer to a relevant consumer representative under clause 6.1(1)(b), the retailer must grant the residential customer a temporary suspension of actions.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.2(1)</i></p>	2	<p>Through confirmation obtained from the Senior Compliance Adviser, we understand that Origin do not refer a residential customer to the relevant consumer representative.</p> <p>We validated the above through testing of sample of customers on payment plan and hardship plan and found no</p>	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			instances where a residential customer was referred to the relevant consumer representative.		
201	If a residential customer informs a retailer that the customer is experiencing payment problems, the retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions, if the customer demonstrates to the retailer that the customer has an appointment with a relevant consumer representative to assess the customer's capacity to pay. <i>Energy Coordination Act section 11M and Compendium clause 6.2(2)</i>	2	Through discussion with the Credit Initiatives & Delivery Manager and review of the process documentation, we determined the following: <ul style="list-style-type: none"> <li>where a customer communicates to experiencing payment problems and demonstrates that they have an appointment with a relevant consumer representative, the agent applies a payment difficulty lock on the customer's account which automatically suspends all actions.</li> <li>The temporary suspension of action is required to be applied to the account till the date of customer's appointment with the relevant consumer representative, however, it can be applied for a period of maximum 28 days, ensuring the compliance with the requirement to place suspension for a period of at least 15 business days.</li> <li>The agent is also required to advise customer to contact back Origin before the lock end date to discuss further payment option, and that in case of no contact with customer before the lock end date, Origin will send out the messages to the customer reminding them about the debt.</li> </ul>	A	N/R
202	A retailer must allow a temporary suspension of actions for a period of at least 15 business days. <i>Energy Coordination Act section 11M and Compendium clause 6.2(3)</i>	2	<ul style="list-style-type: none"> <li>The agent is also required to advise customer to contact back Origin before the lock end date to discuss further payment option, and that in case of no contact with customer before the lock end date, Origin will send out the messages to the customer reminding them about the debt.</li> </ul>	A	N/R
203	If a relevant consumer representative is unable to complete the assessment on time and the consumer representative or residential customer requests for additional time, a retailer must give reasonable consideration to the request. <i>Energy Coordination Act section 11M and Compendium clause 6.2(4)</i>	2	Our sample verification of the customers on payment plan and hardship plans did not identify any instance where a customer has advised of their appointment with a relevant consumer representative.	A	N/R
204	If the assessment carried out under clause 6.1 indicates to the retailer that the residential customer is experiencing payment difficulties or financial hardship, the retailer must follow the procedure specified in clause 6.3(1).	2	Through the review of procedural documentation and confirmation obtained from the Credits Initiative and Delivery Manager, we understand that where Origin identifies a customer as one facing payment difficulties or financial hardship, Origin always offers the customers the following:	C	3

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 6.3(1)</i>		<ul style="list-style-type: none"> <li>• Deferral – An additional time to pay the outstanding amount in full within a period up to a maximum of 2 weeks from the due date;</li> </ul>		
205	<p>A retailer must offer a residential customer who is experiencing payment difficulties or financial hardship at least the payment arrangements that are specified in clauses 6.4(1)(a) and (b). Note: the summary wording of this obligation has not changed, but the content of clauses 6.4(1)(a) and (b) were amended as part of the changes to the Compendium that came into effect on 1 January 2020.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.4(1)</i></p>	2	<ul style="list-style-type: none"> <li>• Promise to Pay – An option to the customer to pay the outstanding amount over a period of 5 weeks, either in one-go or in instalments, at the option of the customer;</li> <li>• EasiPay – An interest-free and fee-free payment plan that is ongoing and covers all the future bills of the customers and can also include current balances;</li> <li>• In case of customer experiencing payment difficulties, Origin’s agent also informs the customers that the additional assistance may be available if, due to financial hardship, the customer would be unable to meet its obligations under an agreed alternative payment arrangement;</li> <li>• In case of customer experiencing financial hardship, the following additional specific assistances are also offered:               <ul style="list-style-type: none"> <li>○ Consideration of customer’s request to reduce fees, charges and debt;</li> <li>○ Revision of alternative payment arrangements;</li> <li>○ Provision of information regarding the following:                   <ul style="list-style-type: none"> <li>- customer’s right to have the bill redirected at no charge to a third person;</li> <li>- payment methods available to the customer;</li> <li>- concessions available to the customer and how to access them</li> <li>- financial counselling services available to assist the customer; and</li> <li>- availability of any other financial assistance and grants schemes</li> </ul> </li> </ul> </li> </ul> <p>We were advised that Origin does not offer alternative tariffs to its customers and that no minimum advance payments are prescribed for the payment difficulty / financial hardship</p>	C	3



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>customers, therefore, clauses 6.8(d) and 6.9 are not applicable for Origin.</p> <p>Through sample verification of customers on payment plan or hardship plan, we identified instances where:</p> <ul style="list-style-type: none"> <li>• the customers assessed to have payment difficulties were: <ul style="list-style-type: none"> <li>○ not offered additional time to pay, however, instalment plans were offered in such instances.</li> <li>○ not advised of additional assistance that may be available if, due to financial hardship, the residential customers would be unable to meet their obligations under the agreed alternative payment arrangement.</li> </ul> </li> <li>• the customers assessed to have financial hardships were not provided information about: <ul style="list-style-type: none"> <li>○ customers' right to have the bill redirected at no charge to a third person;</li> <li>○ payment methods available to the customer; and</li> <li>○ concessions available to the customer and how to access them.</li> </ul> </li> <li>• For the payment difficulty customers self-enrolled in the payment plan through members' online account (My Account), Origin does not ensure that the information required under the Compendium to be provided to the payment difficulty customers are relayed to such customers.</li> </ul> <p><b>Recommendation 06/2022:</b> We recommend the management to:</p> <ul style="list-style-type: none"> <li>• Provide targeted trainings to its agents and Customer Advocacy Team to ensure that Origin's staff performing interactions with the customer are fully aware of the requirements of Licence Obligations 204 and 205.</li> <li>• Strengthen the Quality Assurance activities on the agents' interactions to ensure that the procedures in</li> </ul>		

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<p>place are adhered to in assisting the customers experiencing payment difficulties or financial hardships.</p> <ul style="list-style-type: none"> <li>Ensure that the payment difficulty customers who are self-enrolled through using member's online account (My Account) are provided the information required to be provided to such customers under the Compendium.</li> </ul>		
206	<p>When offering or amending an instalment plan to a residential customer a retailer must ensure that the instalment plan is fair and reasonable taking into account the customer's capacity to pay and consumption history, and comply with clause 6.4(3).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.4(2)</i></p>	2	<p>Through the review of procedural documentation and sample verification on the customers on payment plan or hardship plan, we understand that Origin agents are required to ensure that the instalment plans offered to the customers are fair and reasonable. This is ensured by considering the following:</p> <ul style="list-style-type: none"> <li>consumption history of the customer;</li> <li>and the customers' capacity to pay.</li> </ul> <p>Origin staff assisting the customer determines the payment plan amounts initially by considering the consumption history and the existing debts of the customer. Once determined, Origin staff ensures that the customer has a capacity to pay the determined amount. If the customer communicates that the determined amounts are not affordable for the customer, the instalment amounts are reduced to the amounts that are communicated by the customer to be affordable to them.</p>	A	1
206A	<p>If the residential customer accepts an instalment plan offered by the retailer, the retailer must provide the information specified in clauses 6.4(3)(a)(i)-(iii) within 5 business days of the customer accepting the plan and notify the customer of any amendments to the instalment plan at least 5 business days before they come into effect (unless agreed otherwise with the</p>	2	<p>Through discussions with the Credit Initiatives &amp; Delivery Manager, review of procedural documentation and sample verification of the customers on payment plan or hardship plan, we determined that after accepting the payment plan by the customer, a payment plan letter complying with the requirements of clause 6.4(3)(a)(i)-(iii) is issued to the customer. The instalment plan is issued on the same day of customer accepting the payment plan.</p> <p>Through sample verification, it was noted that, in two instances Origin did not provide the payment plan letter to</p>	B	2

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	customer) and provide the customer with information explaining the changes. <i>Energy Coordination Act section 11M and Compendium clause 6.4(3)</i>		the customers within 5 business days of the plan creation date.  <b>Recommendation 07/2022:</b> We recommend Origin to ensure issuance of payment plan letters that include the information specified in Compendium's clause 6.4(3)(a) in all cases involving payment difficulties or financial hardship within 5 business days.		
207*	As per 2017 Gas Reporting Manual, "If a residential customer has in the previous 12 months had 2 instalment plans cancelled due to non-payment, a retailer does not have to offer that residential customer another instalment plan, unless the retailer is satisfied that the residential customer will comply with the proposed plan." <i>Energy Coordination Act section 11M and Compendium clause 6.4(4)</i>	2	Through discussions with Credits Initiative and Delivery Manager, we understand that where two or more instalment plans of a customer are cancelled due to non-payment in the preceding 12 months, Origin establishes a new payment plan, if: <ul style="list-style-type: none"> <li>the customer contact Origin and agrees to the revised instalment amount; and</li> <li>Origin is satisfied that the newly agreed instalment can be paid by the customer.</li> </ul> Through review of activity records on the customers' account, we have noted the instances where payment plans were offered to the customers after cancellation of 2 instalment plans in the last 12 months due to non-payment.	A	1
208	A retailer must give reasonable consideration to a request by a customer, or a relevant consumer representative, for a reduction of the customer's fees, charges, or debt. <i>Energy Coordination Act section 11M and Compendium clause 6.6(1)</i>	2	Through discussions with the Credit Initiatives & Delivery Manager, review of the procedure documentation including the training material, and sample verification of the customers on payment plan or hardship plan, we determined that Origin's staff including the agents handling the customer's calls are provided with the detailed guidelines to assist them in handling the cases of customers experiencing payment difficulties or financial hardships sensitively and respectfully.	A	1
209	In giving reasonable consideration under clause 6.6(1), a retailer should refer to the hardship procedures referred to in clause 6.10(3). <i>Energy Coordination Act section 11M and Compendium clause 6.6(2)</i>	2	The procedures allow agents to provide certain waivers, such as waiving the late payment fee, reconnection fee etc. If the amount requested to be waived by the customer is above	A	1

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			<p>the financial authority limit of the agent, the procedures allow to escalate the case to the Team leaders, who have increased limits of financial authority to waive fee or place credits on the customers' accounts.</p> <p>Sample testing further confirmed that where requested, Origin staff has given reasonable consideration to the customer's requests for reduction of the customer's fees, charges or debt. The agents and Team Leaders have financial authority to waive fees or place credits on accounts where appropriate.</p>		
210	<p>If it is reasonably demonstrated to the retailer that the customer, experiencing financial hardship, is unable to meet the customer's obligations under a payment arrangement, a retailer must give reasonable consideration to offering the customer an instalment plan or offering to revise an existing instalment plan.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.7</i></p>	2	<p>Through discussions with the Credit Initiatives &amp; Delivery Manager review of the procedure documentation including the training material, and sample verification of the customers on payment plan or hardship plan, we determined that where a customer contacts Origin and demonstrates that they are unable to meet the obligations under a payment arrangement (including previously agreed payment extension), Origin gives reasonable consideration to the request of the customer to revise the payment arrangement. Accordingly, a new or revised payment plan to the customer is offered in such a situation to assist customer to meet their payment obligations.</p>	A	1
211	<p>A retailer must advise a customer experiencing financial hardship of the options specified in clause 6.8.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 6.8</i></p>	2	<p>Refer to the Obligation 204 for Observation and the <b>Recommendation 06/2022</b>.</p>	C	3
212	<p>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.</p>	2	<p>The Senior Compliance Advisor confirmed that Origin does not set a minimum payment in advance for the residential customers experiencing payment difficulties or financial hardship.</p>	N/P	N/R

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	<i>Energy Coordination Act section 11M and Compendium clause 6.9(1)</i>				
213*	As per 2017 Gas Reporting Manual, a retailer may apply different minimum payment in advance amounts for residential customers experiencing payment difficulties or financial hardship and other customers. <i>Energy Coordination Act section 11M and Compendium clause 6.9(2)</i>	2	The payment plans offered by Origin considers the customer's capacity to pay to calculate the required payments (including the advance amounts) under the payment difficulty and hardship plans. The sample verification of customers on payment plan and hardship plan confirmed that the minimum payment in advance for the residential customers experiencing payment difficulties or financial hardship were not prescribed by Origin at the time of setting up of payment plans.	N/P	N/R
214	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer. <i>Energy Coordination Act section 11M and Compendium clause 6.10(1)</i>	2	Through discussion with the Senior Compliance Advisor and review of the hardship policy and procedure documents of Origin we determined the following: <ul style="list-style-type: none"> <li>• Origin's Hardship Policy for Western Australia was issued in August 2017, which was submitted to the ERA and is available on the ERA's website.</li> <li>• The hardship policy document of Origin was rebranded in August 2019 and the updated version has been placed on Origin's website.</li> <li>• No material amendments were made to the contents of the policy in 2019.</li> <li>• The August 2019 version of the Hardship policy is the latest hardship policy issued by Origin and is currently in effect.</li> <li>• The policy is supported by hardship procedures to help Origin staff in assisting the customers experiencing financial hardship in meeting their financial obligations and responsibilities to the Origin.</li> </ul>	A	1
215	A retailer must ensure that its hardship policy complies with the criteria specified in clause 6.10(2). Note: the summary wording of this obligation has not changed, but the content of clause	2	Through confirmation obtained from the Senior Compliance Advisor and review of the hardship policy and procedure documents of Origin we determined the following:	A	1

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	6.10(2)(h)(i) was amended as part of the changes to the Compendium (which came into effect on 1 January 2020), along with the addition of new subclause 6.10(2)(k). <i>Energy Coordination Act section 11M and Compendium clause 6.10(2)</i>		<ul style="list-style-type: none"> <li>Origin's hardship policies and procedures are in compliant with the requirements of the clauses 6.10(2) and 6.10(3) of the Compendium.</li> <li>Origin's policy includes the information on how the customer's information will be treated by the Origin. As such, the policy was already compliant with the clause 6.10(2)(k) inserted in the year 2019 and required no further amendments.</li> <li>The deletion of the words "with the words 'Interpreter Service'" from the clause 6.10(2)(h)(i) of Compendium through the amendments made in the year 2019 has rectified the deficiency in Origin's policy, which do not include the said words in its policy.</li> </ul>		
215A	A retailer must ensure that its hardship procedures comply with the criteria specified in clause 6.10(3). <i>Energy Coordination Act section 11M and Compendium clause 6.10(3)</i>	2		A	1
216	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the hardship policy, including by post at no charge. <i>Energy Coordination Act section 11M and Compendium clause 6.10(4)</i>	2	<p>Through review of the procedure documentation and sample verification, we determined that Origin's procedures require its staff to advise customers of availability of further information about hardship processes on Origin's website, including offering the customer to have the hardship policy, either by email or post. No charges are applied to provide the hardship policy to the customers.</p> <p>The review of interaction notes of Origin's agents and listening to the call recordings of customers confirmed that Origin has provided its hardship policy to the customers without any charge, where requested.</p>	A	1
219	If directed by the ERA, the retailer must review its hardship policy and hardship procedures, in consultation with relevant consumer representatives, and submit to the ERA the results of that review within 5 business days after it is completed. <i>Energy Coordination Act section 11M and Compendium clause 6.10(6)</i>	2	<p>The Senior Compliance Adviser confirmed that Origin has not been directed by the ERA to review its hardship policy during the current audit period.</p> <p>Further, Origin's compliance function monitors all compliance requirements arising from the regulators.</p> <p>As such, if such directions are given by the ERA, the compliance function is responsible to coordinate with the relevant business functions to ensure that the reviewed</p>	A	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			policies and procedures are submitted to the ERA within 5 business days after its completion.		
220	A retailer must comply with the ERA's Financial Hardship Policy Guidelines. <i>Energy Coordination Act section 11M and Compendium clause 6.10(7)</i>	2	Through confirmation obtained from the Senior Compliance Advisor and review of Origin's hardship policy document, we determined that Origin comply with the ERA's Financial Hardship Policy Guidelines.	A	1
220A	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 amended policy to the ERA within 5 business days of the amendment. <i>Energy Coordination Act section 11M and Compendium clause 6.10(8)</i>	2	Through discussion with the Senior Compliance Advisor and review of the hardship policy documents of Origin we determined the following: <ul style="list-style-type: none"> <li>Origin's Hardship Policy for Western Australia was issued in August 2017, which was submitted to the ERA and is available on the ERA's website.</li> <li>The hardship policy document of Origin was rebranded in August 2019 and the updated version has been placed on Origin's website.</li> <li>No material amendments were made to the contents of the policy in 2019.</li> <li>The August 2019 version of the Hardship policy is the latest hardship policy issued by Origin and is currently in effect.</li> </ul>	A	N/R
221	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties. <i>Energy Coordination Act section 11M and Compendium clause 6.11</i>	2	Through discussions with the Senior Compliance Advisor and the confirmation obtained from the Customer Support Manager, Credit and Collections, we determined that all customers (including the business customers) experiencing payment difficulties are offered the same type of alternative payment arrangements by Origin. The review of the data sets of payment plans offered to the customers and sample verification thereon, confirmed that the business customers experiencing payment difficulties were offered and provided alternative payment arrangements during the audit period.	A	1
222	A retailer must follow the procedures specified in clause 7.1(1) prior to arranging for	2	Through discussion with the Recoveries Support Lead and examination of documentation and testing of disconnections	B	2

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<p>disconnection of a customer’s supply address for failure to pay a bill. A customer has failed to pay a bill in the circumstances specified in clause 7.1(2).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 7.1</i></p>		<p>performed during the audit period, we determined that Origin’s disconnection process is designed to provide customers with a reminder notice at least 14 business days after the bill issue date, provided the following conditions are met:</p> <ul style="list-style-type: none"> <li>• An actual liability of more than \$300</li> <li>• The customer is not facing payment difficulties or financial hardship</li> <li>• Origin use of best endeavours including phone call notification, sending an SMS to the customer’s mobile number, calling the customer’s land line or emailing the customer</li> <li>• The customer does not have an active complaint or ombudsman case</li> <li>• The disconnection is not to proceed unless the mandatory checklist, which outlines the above steps, has been completed.</li> </ul> <p>The disconnection notice includes the following information:</p> <ul style="list-style-type: none"> <li>• The retailer’s telephone number for billing and payment enquiries;</li> <li>• Advice on how the retailer may assist in the event the customer is experiencing payment difficulties or financial hardship; and</li> <li>• Due date for payment on the disconnection notice are at least 20 business days from the bill issue date.</li> </ul> <p>A disconnection warning, detailing customer’s outstanding balance and final payment due date, is sent to customer after at least 22 business days from the bill issue date. The disconnection warning includes the following:</p> <ul style="list-style-type: none"> <li>• Disconnection date which is at least 10 business days from the disconnection warning notice</li> </ul>		



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>• Wordings that customer is required to arrange payment of the overdue amount within 5 business days of receiving the disconnection notice or their natural gas may be disconnected.</li> <li>• The gas ombudsman and the free call telephone number of the gas ombudsman</li> <li>• Contact number for Origin for any queries or complaints</li> </ul> <p>During testing and discussions with stakeholders, it was noted that the customers were not disconnected within the 10 business days of the final disconnection warning, however, the disconnection warning issued to the customers included a warning that the disconnection may take place after 5 business days of the date of the final disconnection notice.</p> <p><b>Recommendation 08/2022:</b> We recommend Origin to update the template for the disconnection warning to specify that Origin may disconnect the customer not less than 10 business days after the day on which the disconnection warning is given.</p>		
223	<p>A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in clause 7.2(1).</p> <p>Note: the summary wording of this obligation has not changed, but the content of clause 7.2(1)(d) was amended as part of the changes to the Compendium that came into effect on 1 January 2020.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 7.2(1)</i></p>	4	<p>Through discussion with the Recoveries Support Leads, and Operations Support Analyst, examination of documentation, and testing of disconnections performed during the audit period, we determined that Origin's disconnection process is designed to provide customer with the following:</p> <ul style="list-style-type: none"> <li>• Origin staff have to complete a mandatory checklist, which aligns to the requirements of Clause 7.2(1) of the compendium, prior to arranging for disconnection of a customer's supply address</li> <li>• Disconnecting a customer is the last resort Origin will employ</li> <li>• Credit management staff are aware to only disconnect customers for specified reasons</li> </ul>	A	1

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			<ul style="list-style-type: none"> <li>A customer will not be disconnected where amounts owing do not relate to the supply of gas or the supply address does not relate to the bill</li> <li>Origin does not offer concessions in WA; however in accordance with HUGS guidelines, will provide customers with information about how to access and apply for HUGS</li> <li>As the ERA has not prescribed a minimum amount of the balance outstanding, below which Origin is not permitted to process a disconnection, Origin has implemented a minimum amount for disconnection of \$300.</li> </ul> <p>During testing it was noted that on some occasions a customer would call Origin to inform them of their hardship status, either the day of disconnection or after disconnection had occurred.</p> <p>In these cases, reconnection was performed within 1 business day of the disclosure of hardship status, as either the disconnection had already occurred, or Origin could not change the disconnection request prior to disconnection being completed. There were no instances noted where a customer was disconnected who was on hardship or on a payment plan at the time of disconnection.</p>		
224	In relation to dual fuel contracts or separate contracts for the supply of electricity and gas (under which a single bill for energy, or separate simultaneous bills for electricity and gas are issued to the customer), if a retailer is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the residential customer's supply address for failure to pay a bill, the retailer must arrange for disconnection of the supply of	4	The Senior Compliance Advisor confirmed there were no dual fuel contracts for Origin in WA during the audit period, as Origin only supplies gas in WA.	N/P	N/R

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	gas in priority to the disconnection of the supply of electricity. <i>Energy Coordination Act section 11M and Compendium clause 7.3</i>				
225	A retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter unless the conditions specified in clause 7.4(1) are satisfied. A retailer may arrange for a distributor to carry out 1 or more of the requirements referred to in clause 7.4(1) on behalf of the retailer. <i>Energy Coordination Act section 11M and Compendium clause 7.4</i>	4	Upon review of the disconnections made by Origin during the audit, sample verification and through discussions with the Senior Compliance Advisor, it was noted during the audit period Origin did not arrange for disconnection of a customer's supply for denying access. In other words, Origin only disconnects a customer due to non-payment or customer request.	N/P	N/R
227	A retailer or a distributor must not arrange for disconnection or disconnect a customer's supply address in the circumstances specified in clause 7.6. Note: the summary wording of this obligation has not changed, but the content of clause 7.6(3) was amended as part of the changes to the Compendium that came into effect on 1 January 2020. <i>Energy Coordination Act section 11M and Compendium clause 7.6</i>	4	Through discussion with the Recoveries Support Lead, and Operation Support Analyst, examination of documentation, and testing of disconnections performed during the audit period, we determined that Origin's disconnection process is designed to provide to ensure that it does not arrange for disconnection of a customer's supply address in the circumstances specified in clause 7.6. Disconnections are not performed: <ul style="list-style-type: none"> <li>• If a complaint has been filed by the customer</li> <li>• In accordance with compendium 7.6 (2) the distributor is responsible to ensure disconnections do not occur at the following times: <ul style="list-style-type: none"> <li>○ after 3pm Monday to Thursday</li> <li>○ On a Friday, Saturday, Sunday, Public Holiday or on the eve of a public holiday</li> </ul> </li> </ul> In addition Origin has the following procedures in place: <ul style="list-style-type: none"> <li>• Origin has an automated process to communicate disconnection service requests to ATCO</li> </ul>	A	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>• Credit team staff are trained to ensure that prior to disconnection, the credit status of the customer account in SAP is not subject to:               <ul style="list-style-type: none"> <li>○ An open customer complaint (which suspends the disconnection workflow within the system)</li> <li>○ Payment difficulty</li> <li>○ Financial Hardship</li> <li>○ Applicable medical conditions.</li> </ul> </li> </ul> <p>Through our testing we noted that disconnections that took place during the audit period did not have any complaints or medical conditions nor were customers on an active payment or hardship plan at the time of disconnection.</p>		
228	<p>In the circumstances specified in clause 8.1(1)(a)-(c), a retailer must arrange for reconnection of the customer's supply address if the customer makes a request for reconnection and pays the retailer's reasonable charges for reconnection (if any) or accepts an offer of an instalment plan for the retailer's reasonable charges for reconnection.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 8.1(1)</i></p>	5	<p>Through discussions with the Recoveries Support Lead and the Operations Support Analyst, and consideration of Origin's reconnection procedures, we determined that during the audit period there were occasions in which customers requested and met the criteria for reconnection.</p> <p>Origin applied the following procedures to arrange for customers to be reconnected:</p> <ul style="list-style-type: none"> <li>• A customer who failed to pay a bill will be reconnected if the customer has paid the balance owing, has agreed to a payment plan, or has been assessed as being in financial hardship</li> <li>• Origin will work out the amount owing by contacting the customer's landlord or agent to assess when the customer moved into the premises</li> <li>• Origin may also request evidence of the date when the customer moved in to calculate the period from which to backdate.</li> <li>• There were no reconnections noted during the audit period in relation to illegal use of gas, or access to the meter.</li> </ul>	A	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>Origin has procedures in place where if the customer has subsequently remedied the breach, or provided access to the meter, will be reconnected.</li> </ul>		
229	<p>A retailer must forward the request for reconnection to the relevant distributor that same business day if the request is received before 3pm on a business day; or no later than 3pm on the next business day if the request is received after 3pm on a business day, or on the weekend or on a public holiday.</p> <p>Note: the summary wording of this obligation has not changed, but new clause 8.1(3), which provides compliance detail about clause 8.1(2), was added as part of the changes to the Compendium that came into effect on 1 January 2020. <i>Energy Coordination Act section 11M and Compendium clause 8.1(2)</i></p>	5	<p>Through discussions with the Recoveries Support Lead and the Operations Support Analyst, and examination of Origin's reconnection procedures, we determined Origin has maintained processes that ensures the request for reconnection is forwarded to the relevant distributor within one hour of the created service order, due to the automated procedure in place. This is within the timelines specified in Obligation 229.</p> <p>Through performing sample testing one reconnection due to disconnection for non-payment (DNP) was identified. No exceptions were noted during testing.</p>	A	1
231	<p>A retailer must give notice to each of its customers affected by a variation in its tariffs, fees and charges no later than the next bill in the customer's billing cycle.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 10.1(1)</i></p>	5	<p>Upon discussion with the Product Delivery &amp; Operations Manager and examination of records of formal communications we determined Origin had:</p> <ul style="list-style-type: none"> <li>tariff increases (July 2019 and Jul 2021)</li> <li>Reduction in card payment fees/ (July 2020)</li> <li>Increases in certain fees (CC/Payments Processing/Paper Bill Fees) – January 2021</li> </ul> <p>From samples/invoice bills we confirmed the customers are informed of changes to tariffs at no later than the next bill in the customers billing cycle.</p> <p>Changes to Origin's Standard Prices &amp; Fees are published on Origin's website in prior to the effective date.</p>	N/P	1
232	<p>A retailer must give or make available to a customer on request, at no charge, reasonable information on the retailer's tariffs, fees and</p>	5	<p>While Origin does not track customer requests for tariffs, they have the procedures and training (e.g., web information on tariffs &amp; bills, origin customer online portal, customer</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	charges, including any alternative tariffs that may be available to the customer. <i>Energy Coordination Act section 11M and Compendium clause 10.1(2)</i>		service contact numbers for tariff/bills, understand my bill training materials) in place to ensure customers are provided the information in required format and timeframe.		
233	A retailer must give or make available to a customer the information requested on tariffs within 8 business days of the date of receipt of the request and, if requested, a retailer must provide the information in writing. <i>Energy Coordination Act section 11M and Compendium clause 10.1(3)</i>	5	Further based on the review of sample interaction notes of agents, we noted that the information requests for tariffs is provided on timely basis (i.e., at the point of request by the customer). However, as an opportunity to improvement we recommend Origin to establish an exception-based reporting for customers requests related to tariffs not fulfilled within 8 business days.	N/P	1
234	A retailer must, on request, give a customer their billing data. <i>Energy Coordination Act section 11M and Compendium clause 10.2(1)</i>	5	While Origin does not track customer request for billing data, they have the procedures and training (e.g., web information on tariffs & bills, origin customer online portal, customer service contact numbers for tariff/bills, understand my bill training materials) in place to ensure customers are provided the information in required format and timeframe. Further based on the review of sample interaction notes of agents, we noted that the information requests for billings is provided on timely basis (i.e., at the point of request by the customer). However, as an opportunity to improvement we recommend Origin to establish an exception-based reporting for customer requests related to billing data not fulfilled within 10 business days)	N/P	1
235	A retailer must give the requested billing data at no charge if a customer requests their billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer. <i>Energy Coordination Act section 11M and Compendium clause 10.2(2)</i>	5	Refer to Licence Obligation no. 234	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
236	A retailer must give the requested billing data within 10 business days of the date of receipt of either the request, or payment of the retailer's reasonable charge for providing the billing data. <i>Energy Coordination Act section 11M and Compendium clause 10.2(3)</i>	5	Refer to Licence Obligation no. 234	N/P	1
237	A retailer must keep a customer's billing data for 7 years. <i>Energy Coordination Act section 11M and Compendium clause 10.2(4)</i>	5	Upon discussion with the Senior Compliance Advisor, we determined that during the audit period, Origin had applied processes and systems for storing billing information from its SAP system for more than 7 years as required.	N/P	1
238	A retailer must give a residential customer on request, at no charge, information on the types of concessions available to the customer, and the names and contact details of the organisation responsible for administering those concessions (if not the retailer). <i>Energy Coordination Act section 11M and Compendium clause 10.3</i>	5	The Senior Compliance Advisor confirmed Origin does not offer concessions to WA customers in accordance with this obligation. However, eligible customers may apply for the Hardship Utility Grant Scheme in WA. Origins standard process is to provide eligible customers with information regarding the grant. <a href="https://www.originenergy.com.au/pricing/concessions-rebates/">https://www.originenergy.com.au/pricing/concessions-rebates/</a> WA customers may also be eligible for the Energy Assistance Payment administered by Synergy. These payments are applied through electricity accounts and Origin therefore is unable to apply payments to customer accounts, however, directs customers to Synergy.	N/P	1
239	A retailer must give, or make available, to a customer on request and at no charge, general information on cost-effective and efficient ways to utilise gas (including referring a customer to a relevant information source) and the typical running costs of major domestic appliances.	5	Upon discussion with the Senior Compliance Advisor – Retail Compliance and sample verification we determined that during the audit period Origin had applied its standard practice to refer the customer to the gas usage efficiency information locate on Origin's website - <a href="https://www.originenergy.com.au/electricity-gas/efficiency">https://www.originenergy.com.au/electricity-gas/efficiency</a> .	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 10.4</i>				
240	<p>If a customer asks for information relating to the distribution of gas, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 10.5</i></p>	5	<p>Upon discussion with the Senior Compliance Advisor and sample verification of the customer bills, we determined that distributor information (name and contact details) is available on every customer bill and Origin's website.</p> <p>Further, the contact details of the distributor are also maintained in the internal phone lists available with the agents, which can be referred by the agents during assisting the customers in providing the distributor's contact details.</p> <p>Our review of the interaction notes of agents with the sample customers identified instances where the customers asked for the information relating to the distribution of gas. In such cases, the agent handling the customer queries referred the customers to the distributor (ATCO) by providing distributor's contact details.</p>	N/P	1
241*	<p>As per 2017 Gas reporting manual, a retailer must, within 3 months of being subject to the Compendium, lodge with the ERA, a gas customer safety awareness programme</p> <p><i>Energy Coordination Act section 11M and Compendium clause 10.5A(1)</i></p>	5	The Senior Compliance Advisor confirmed that Origin's Gas Safety Awareness Program approved by ERA on 5 Sept 2017, is the current applicable program. There is no requirement or request to review or create new updated version in the current period.	N/P	N/R
242*	<p>As per 2017 Gas reporting manual, A retailer must consult with the ERA when preparing the gas customer safety awareness programme.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 10.5A(2)</i></p>	5	N/A – See above Obligation 241	N/P	N/R
243*	<p>As per 2017 Gas reporting manual, a gas customer safety awareness programme is to communicate information to customers regarding safety in the use of gas and must</p>	5	N/A – See above Obligation 241	N/P	N/R



Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	address, at a minimum, the information referred to in clause 10.5A(3)(a)-(c). <i>Energy Coordination Act section 11M and Compendium clause 10.5A(3)</i>				
245	A retailer and distributor must, to the extent practicable, ensure that any written information that must be given to a customer by the retailer, distributor or gas marketing agent under the Gas Marketing Code and the Compendium is expressed in clear, simple and concise language and is in a format that makes it easy to understand. <i>Energy Coordination Act section 11M and Compendium clause 10.9</i>	5	Upon discussion with the Senior Compliance Advisor and examination of emails (of the mandatory communications team and the retail compliance team) we determined that Origin has a communications team who review all correspondence and published material. In addition, there is a review by the compliance, when required. Further required information is sent out to customers (such as a Residential Reminder Notice and Invoice) are written in clear and concise language and a format that is easily interpretable. Origin provides customer support contact information on all written information for further queries. Ensures customers understand all information provided to them and answer any questions that customers may have.	N/P	1
246	A retailer must advise a customer on request how the customer can obtain a copy of the Gas marketing Code and the Compendium; and make a copy of the Gas Marketing Code and the Compendium available on the retailer's website. <i>Energy Coordination Act section 11M and Compendium clause 10.10(1)</i>	5	Upon discussion with the Senior Compliance Advisor and examination of the customer Welcome Pack and Training Modules, we determined that Origin has established standard practices, which enable Origin staff to: <ul style="list-style-type: none"> <li>• Provide the Gas Marketing Code and Compendium to a customer upon request</li> <li>• Refer customers to the Gas Marketing Code of Conduct and Compendium, which are available on Origin's website.</li> </ul> While Origin does not maintain specific records of customers requesting information related to the Gas Marketing Code of Conduct, the information is readily available on the website and provided within the Welcome Pack for all customers.	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
249	A retailer and distributor must make available to a residential customer on request, at no charge, services that assist the residential customer in interpreting information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies). <i>Energy Coordination Act section 11M and Compendium clause 10.11(1)</i>	5	Upon discussion with the Senior Compliance Advisor and examination of invoices and website we determined the following: <ul style="list-style-type: none"> <li>Customers can telephone 1300 137 427 to access an interpreter service provided by Origin.</li> <li>Origin does not charge for interpreter or TTY services. <i>(Note: Invoices, noting instead of TTY Origin use the term 'National Relay Service', which is a more common way to refer to the group of services which include TTY. Refer to website for more information: Accessibility – Services Australia)</i></li> <li>Para on the non-standard form of contract to state “Large Print Copy Call 13 24 61 – A large print copy of this document is available on request by calling us”.</li> </ul> All the above are provided at no cost to the customer.	N/P	1
250	A retailer and, if appropriate, a distributor must include on a residential customer’s bill and bill related information, reminder notice and disconnection warning the telephone numbers for: <ul style="list-style-type: none"> <li>its TTY services;</li> <li>independent multi-lingual services; and</li> <li>interpreter services with the National Interpreter Symbol.</li> </ul> <i>Energy Coordination Act section 11M and Compendium clause 10.11(2)</i>	5	Upon discussion with the Senior Compliance Advisor and sample verification of customer bills, reminder notices and disconnection warning notices, confirmed that during the audit period Origin included: <ul style="list-style-type: none"> <li>Telephone number 13 36 77 for ‘National Relay Service’, which is a more common way to refer to the group of services which include TTY.</li> <li>Telephone number 1300 137 427 to access an interpreter service provided by Origin, free of cost.</li> <li>Has the symbol stating as “Need an interpreter?” for interpreter services</li> </ul>	N/P	1
251	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes. <i>Energy Coordination Act section 11M and Compendium clause 12.1(1)</i>	5	Upon discussion with the Operations Manager, Service Delivery & Ombudsman, and examination of Origin’s ‘Standard complaints and dispute resolution (procedures and Training Modules such as ‘Difficult Calls and Handle feedback or Complaint’ we confirmed that during the audit period,	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>• Origin maintained a Complaints Handling Procedure and Complaints Handling Process for the Customer Service team, training materials and a dedicated Case Management team, designed to comply with Australian Standard AS/NZS 10002:2014, specifically for gas related activities.</li> <li>• Had processes in place to review and update internal documents as necessary when changes are made to complaint handling guidelines or standards.</li> <li>• Maintained a mature escalation process as (per procedures), whereby if a customer is not satisfied with the outcome offered, the complaint can be escalated to the Team Leader.</li> <li>• Used a monthly 'end of month report', generated from SAP and submitted to the Senior Management Group to monitor the total number of complaints, a breakdown of the different types of complaints logged and Energy Ombudsman escalations.</li> </ul>		
252	<p>The complaints handling process under clause 12.1(1) must comply with AS/NZS 10002:2014 and address, at the least, the criteria specified in subclauses 12.1(2)(b)-(c). The complaints handling process must be available at no cost to customers.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 12.1(2)</i></p>	5	<p>Upon discussion with the Service Delivery &amp; Ombudsman Manager Operations Manager, Service Delivery &amp; Ombudsman, and examination of Origin's Complaints Handling Training Module, Complaints Handling Process and Complaints Handling Procedure, we determined that: Origins Complaints Handling Process is structured and designed to comply with Australian Standard AS/NZS 10002:2014 Origin's procedures and training modules outline the:</p> <ul style="list-style-type: none"> <li>• Process of recording a complaint</li> <li>• Process of recording a resolution</li> <li>• Response time and method Management handling and monitoring process</li> <li>• Information on how to lodge a complaint is available to Origin customers at no cost</li> </ul>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>Complaints information on website at no cost.</li> </ul>		
254	<p>When responding to a complaint, a retailer or distributor must advise the customer that the customer has the right to have the complaint considered by a senior employee within the retailer or distributor (in accordance with its complaints handling process).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 12.1(3)(a)</i></p>	5	<p>Upon discussion with the Operations Manager, Service Delivery &amp; Ombudsman, and examination of Origin's Complaints Handling Process document we determined that:</p> <ul style="list-style-type: none"> <li>Agents are not required to advise customers of their right to have their complaint considered by a senior employee.</li> <li>Current procedures require agents to escalate the complaint when a customer complaint isn't resolved and customer requests for an escalation.</li> </ul> <p>Further through sample verification of agent notes of customer call records we could not establish whether customers were provided of their right to have their complaint considered by a senior employee/team leader.</p> <p><b>Recommendation 09/2022</b></p> <p>We recommend Origin to update agent scripts/procedure and include the requirement to provide customer with a right to escalate their complaint to a senior employee.</p>	C	1
255	<p>When a complaint has not been resolved internally in a manner acceptable to the customer, a retailer or distributor must advise the customer of the reasons for the outcome (on request, the retailer or distributor must supply such reasons in writing); and that the customer has the right to raise the complaint with the gas ombudsman or another relevant external dispute resolution body and provide the Free call telephone number of the gas ombudsman.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 12.1(3)(b)</i></p>	5	<p>Upon discussion with the Operations Manager, Service Delivery &amp; Ombudsman and examination of Origin's Complaints Handling Process document and its complaints register, we determined that during the audit period, Origin had received complaints, which were not resolved internally in a manner acceptable to the customer. Further, it was noted that:</p> <ul style="list-style-type: none"> <li>Agent scripts did not include the steps to advise customers of their right to raise the complaint with the Ombudsman and the requirement to evidence this via interaction notes.</li> </ul> <p>Complaints and dispute resolution procedures states the response timeframe and response method for lodged complaints:</p>	C	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
			<ul style="list-style-type: none"> <li>Origin’s aim to acknowledge all complaints within 5 days of submission. Origin will get in touch with the customer via telephone or write/email the customer.</li> <li>The Consultant will then assess the expected time frame for resolution based on the complexity of the complaint. The Consultant will then provide the customer an expected timeframe for resolution.</li> </ul> <p>Through sample verification of agent interaction notes we could not establish if Origin provided customers (who have not had their complaint resolved in a manner acceptable to the customer) of their right to raise the complaint with the Ombudsman.</p> <p>In line with prior audit Recommendation 07/2019, Origin has updated the training material to include requirement to notify customers of their right to refer their complaint to the Ombudsman if they are unsatisfied with Origin’s response. However, including this information in form of a close-out letter to customers hasn’t been implemented as per recommendation 07/2019, refer Table 9 of this report.</p> <p><b>Recommendation 10/2022</b></p> <p>We recommend Origin to update the process documents and agent scripts / procedures to include the requirement of notifying customers of their right to refer their complaints to the Ombudsman if they are not satisfied with Origin’s response. Also, implement a close-out letter as per the prior audit recommendation 07/2019.</p> <p>Agents must also be trained to capture this on their interaction notes with the customer for audit trail purposes.</p>		
255A	A retailer or distributor must, on receipt of a written complaint by a customer, acknowledge the complaint within 10 business days and	5	Through discussion with the Service Delivery and Ombudsman Manager, walkthrough of the complaint handling process and examination of Origin’s Complaints Handling Training Module, we determined that during the	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	respond to the complaint within 20 business days. <i>Energy Coordination Act section 11M and Compendium clause 12.1(4)</i>		audit period Origin had received written complaints from customers and performed the following procedures aligned with their Complaints Handling Process: <ul style="list-style-type: none"> <li>The complaint acknowledged and initial response on the progress of the complaint was provided within 5 business days.</li> <li>The customer was kept informed of how their complaint was progressing and if the complaint required further investigation.</li> </ul> Our sample testing of customer complaints confirmed Origin acknowledge & respond to customer complaints within 5 business days.		
256	A retailer must comply with any guideline developed by the ERA relating to distinguishing customer queries from customer complaints. <i>Energy Coordination Act section 11M and Compendium clause 12.2</i>	5	Section 3 of the Customer Complaints Guidelines (Guidelines), issued by the ERA in October 2016, and provides energy retailers and distributors with the guiding principles on distinguishing complaints from enquiries. Upon discussion with the Senior Compliance Advisor and examination of Origin’s Complaints Handling Process, we determined that Origin distinguishes customer complaints and customer queries as required by the standard. <ul style="list-style-type: none"> <li>Compliant is defined as, “Expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.”</li> <li>Enquiries is defined as, “Something which we can help resolve, and a complaint where a customer specifically expects a follow up or resolution”</li> </ul>	N/P	1
257	A retailer, distributor and gas marketing agent must give a customer on request, at no charge, information that will assist the customer in utilising the respective complaints handling processes.	5	Upon discussion with Operations Manager, Service Delivery & Ombudsman examination of Origins’ Standard and non-standard contract terms and consideration of Origins’ Complaint Handling Training Modules, we confirmed that: Origin’s contracts include information relating to Origin’s	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
	<i>Energy Coordination Act section 11M and Compendium clause 12.3</i>		<p>complaints handling process, supplied to the customer free of cost when they sign up with Origin. Customers can also ask to send them a copy through mail free of cost.</p> <p>During the audit period Origin's standard practice for customer requests included: Providing information relating to the complaints handling process to customers upon request, at no charge.</p> <p>Referring customers to the Complaints webpage on Origin website and the ability to fill in a General Enquiries Form on Origin's website, and get information free of cost, that will assist the customer in utilising Origin's complaint handling process.</p>		
258	<p>When a retailer, distributor or gas marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known).</p> <p><i>Energy Coordination Act section 11M and Compendium clause 12.4</i></p>	5	<p>Upon discussion with the Senior Compliance Advisor, the review of procedures and the examination of recorded logged complaints (written and via telephone), we confirmed that Origin's customer service and complaints handling processes provide for:</p> <ul style="list-style-type: none"> <li>• Staff to recognise instances where a complaint does not relate to Origin's Functions within SAP</li> <li>• The matter to be referred to the relevant entity (e.g., ATCO)</li> <li>• The customer to be made aware of the reason for the referral</li> <li>• The customer to be offered the appropriate entity's direct line, or the call is transferred (for example Ombudsman)</li> </ul>	N/P	N/R
281	<p>A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.</p> <p><i>Energy Coordination Act section 11M and Compendium clause 13.1</i></p>	5	<p>Through the examination of Origin's three subsequent annual Compliance and Performance reports and through discussions with the Head of Compliance, we determined that for the audit period FY2018-19, FY2019-20 and FY2020-21, Origin had prepared a report as required by Part 13 of the Compendium.</p>	N/P	1

Licence Obligation Number	Licence reference & summary of licence obligations	Audit Priority	Observations and recommendations	Controls Rating	Compliance rating
282	A report referred to in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA. <i>Energy Coordination Act section 11M and Compendium clause 13.2</i>	5	Through discussions with the Manager Retail Compliance and the Senior Compliance Advisor – Retail Compliance, it was indicated that for three consecutive years, FY2018-19, FY2019-20 and FY2020-21 the Compliance and Performance reports were provided to the ERA by the date, and in the manner and form, specified by the ERA. However, Origin was only able to provide evidence of submission for the following reports: FY2018-19 Compliance and Performance Reports and FY 19, FY20 & FY21 Performance Report. The remaining reports submission dates could not be validated. Further, there was no evidence to validate if the performance reports were published by the date specified by the ERA.	B	1
283	A report referred to in clause 13.1 must be published by the date specified by the ERA. <i>Energy Coordination Act section 11M and Compendium clause 13.3</i>	5		B	1



**Table 8:** Recommendations to address current non-compliances and control deficiencies

Please refer to the licensee's 'Post Audit Implementation Plan' for proposed actions

A. Resolved during the current audit period		
Recommendation reference (no./year)	Non-compliance / Controls Improvement	Auditor's Recommendation
N/A	N/A	N/A

B. Unresolved the current audit period		
Recommendation reference (no./year)	Non-compliance / Controls Improvement	Auditor's Recommendation
01/2022	<p><b>Rating:</b> B2  <b>Obligation(s):</b> 113            A decrease in Credit Card fees passed on to the customers in July 2020 due to covid 19 was not communicated to the Minister as required by the Gas Trading Licence</p>	<p>We recommend that all the fee/charges/tariff rate changes (including any decreases in fees/charges/tariff rate) are communicated to the Minister one month prior to the change coming into effect.</p>
02/2022	<p><b>Rating:</b> B2  <b>Obligation(s):</b> 114*, 115*, 120*, 120A,            Through sample verification of call recordings and system screenshots for customer move-in completed during the audit period, it was noted that for one instance the Agent played the regular market explicit informed consent (EIC) agreement to the customer, which was different that the WA specific EIC.</p>	<p>We recommend that Origin complete the following:</p> <ul style="list-style-type: none"> <li>• Provide targeted trainings to its agents and reiterate the processes involved to ensure that the correct explicit informed consent (EIC) recordings are played while obtaining customer's verifiable consent; and</li> </ul> <p>Strengthen the Quality Assurance activities on the agents' interaction calls with Western Australia customers to ensure that all the required information is relayed to the customers.</p>
03/2022	<p><b>Rating:</b> B2  <b>Obligation(s):</b> 137            No bill was issued to the customer for a period of 105 days in the following scenario:</p> <ul style="list-style-type: none"> <li>• An exception was raised by Origin's system during validation of metering data received from the ATCO, which</li> </ul>	<p>We recommend that Origin monitors the system generated exceptions raised during the validation of metering data on a regular basis to resolve the exceptions in a timely manner to ensure that the bill is issued to the customer within the maximum timeframe allowed by the Compendium.</p>

B. Unresolved the current audit period		
Recommendation reference (no./year)	Non-compliance / Controls Improvement	Auditor's Recommendation
	stopped the bill from issuance to the customer. Origin could not resolve the exception within 105 days from the date of last bill issued to the customer, resulting in the breach of Obligation 137	
04/2022	<p><b>Rating:</b> B2 <b>Obligation(s):</b> 155</p> <p>During sample verification, we found instances where the explanatory cover letters were not sent to the customers along with the estimated bills. Accordingly, the information prescribed in Compendium's clauses 4.8(2)(a)-(c) was not relayed to the customers.</p>	We recommend that management introduces a detective control to raise system generated exceptions where the bills are generated without the explanatory cover letters. The exceptions identified through the system controls should be resolved to ensure that the estimated bills are always sent to the customers along with the explanatory cover letter which will include information in clause 4.8(2)(a)-(c) of the Compendium.
05/2022	<p><b>Rating:</b> C3 <b>Obligation(s):</b> 167</p> <p>During sample verification, we identified that in all the instances where the review resulted in a conclusion that the customer's bill was correct, Origin's agents did not advise the customer of</p> <ul style="list-style-type: none"> <li>the option to request Origin to arrange a meter test; and</li> <li>the existence and operation of Origin's internal complaints handling processes.</li> </ul> <p>Our review of the procedure document developed by Origin for conducting the bill review identified that the requirements to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes were not included in the procedure.</p>	<p>We recommend that Origin do the following:</p> <ul style="list-style-type: none"> <li>Update the relevant procedure document and agents' scripting to include the requirement to advise the customers of option to request for a meter test and the existence and operation of Origin's internal complaints handling processes following a review of a bill;</li> <li>Issue instructions / provide training to agents to ensure that the agents are aware of the new requirements under the procedure; and</li> </ul> <p>Perform targeted Quality Assurance activities of reviewing the agents' calls involving customers' bill review queries to ensure that all the relevant requirements are understood and complied with.</p>
06/2022	<p><b>Rating:</b> C3 <b>Obligation(s):</b> 204, 205 &amp; 211</p> <p>Through sample verification of customers on payment plan or hardship plan, we identified instances where:</p> <ul style="list-style-type: none"> <li>the customers assessed to have payment difficulties were:</li> </ul>	<p>We recommend that Origin to:</p> <ul style="list-style-type: none"> <li>Provide targeted trainings to its agents and Customer Advocacy Team to ensure that Origin's staff performing interactions with the customer are fully aware of the requirements of Licence Obligations 204 and 205.</li> </ul>

B. Unresolved the current audit period		
Recommendation reference (no./year)	Non-compliance / Controls Improvement	Auditor's Recommendation
	<ul style="list-style-type: none"> <li>○ not offered additional time to pay, however, instalment plans were offered in such instances.</li> <li>○ not advised of additional assistance that may be available if, due to financial hardship, the residential customers would be unable to meet their obligations under the agreed alternative payment arrangement.</li> <li>● the customers assessed to have financial hardships were not provided information about:               <ul style="list-style-type: none"> <li>○ Customers' right to have the bill redirected at no charge to a third person;</li> <li>○ Payment methods available to the customer;</li> <li>○ Concessions available to the customer and how to access them;</li> <li>○ financial counselling services available to assist the customer; and</li> <li>○ availability of any other financial assistance and grants schemes</li> </ul> </li> </ul> <p>In addition, for the payment difficulty customers self-enrolled in the payment plan through members' online account (My Account), Origin does not ensure that the information required under the Compendium to be provided to the payment difficulty customers are relayed to such customers.</p>	<ul style="list-style-type: none"> <li>● Strengthen the Quality Assurance activities on the agents' interactions to ensure that the procedures in place are adhered to in assisting the customers experiencing payment difficulties or financial hardships.</li> </ul> <p>Ensure that the payment difficulty customers who are self-enrolled through using member's online account (My Account) are provided the information required to be provided to such customers under the Compendium.</p>
07/2022	<p><b>Rating:</b> B2  <b>Obligation(s):</b> 206A</p> <p>In few of the sampled customers, we were not provided with the payment plan letters issued by Origin to the customers. Accordingly, compliance to Obligation 206A could not be evidenced in such instances.</p>	<p>We recommend Origin to ensure issuance of payment plan letters that include the information specified in Compendium's clause 6.4(3) in all cases involving payment difficulties or financial hardship within 5 business days.</p>
08/2022	<p><b>Rating:</b> B2  <b>Obligation(s):</b> 222</p>	<p>We recommend that Origin update the template for final disconnection warning to specify that Origin may disconnect the</p>

B. Unresolved the current audit period		
Recommendation reference (no./year)	Non-compliance / Controls Improvement	Auditor's Recommendation
	During testing and discussions with the stakeholders, it was noted that although the customers were not disconnected within the 10 business days of the final disconnection notice, however, the disconnection notice issued to the customers included a warning that the disconnection may take place after 5 business days of the date of the final disconnection notice.	customer not less than 10 business days after the day on which the disconnection warning is given.
09/2022	<p><b>Rating:</b> C1</p> <p><b>Obligation(s):</b> 254</p> <p>Sample review noted that Origin needs to improve the process of maintaining documentation to support, that the customer “has agreed with resolution and the complaint does not require further action or escalation to team leader”.</p>	We recommend Origin to update agent scripts/procedures and include the requirement to provide customer with a right to escalate their complaint to a senior employee.
10/2022	<p><b>Rating:</b> C1</p> <p><b>Obligation(s):</b> 255</p> <p>Recommendation from 2019 to include Ombudsman escalation if unsatisfied with Origin’s response and to provide Ombudsman contact number has been included in the training material, but we could not evidence of a close letter being implemented.</p>	We recommend Origin to update the process documents and agent scripts / procedures to include the requirement of notifying customers of their right to refer their complaints to the Ombudsman if they are not satisfied with Origin’s response. Also, implement a close-out letter as per the prior audit recommendation 07/2019. Agents must also be trained to capture this on their interaction notes with the customer for audit trail purposes.

#### 4. Prior audit non-compliances and recommendation

**Table 9:** Resolved and unresolved previous audit non-compliances and recommendations

A. Resolved during the current audit period				
Recommendation reference (no. year)	Non-compliance / Controls Improvement	Auditor's Recommendation	Date resolved	Details of further action required, if applicable
01/2019	<p><b>Rating:</b> B2, C3</p> <p><b>Obligation(s):</b> (120, 121, 114) <i>Code of Conduct clause 2.3(2), 2.3(3) and 2.3(4)</i></p> <p>It was identified that during the audit period, some customers were not provided all required information prior to providing their verifiable consent, and in one instance, a customer was provided the terms and conditions for the incorrect state prior to providing their verifiable consent</p>	We recommend Origin to update training modules, agent scripts and procedures to ensure re that all required information, outlined in the Gas Marketing Code of Conduct, is provided to customers prior to obtaining verifiable consent of customers	27/11/19	No
02/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (136) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.1(a)</i></p> <p>The auditor observed that a customer may be invoiced more than once a month in the following scenarios:</p> <ul style="list-style-type: none"> <li>• Amended bills</li> <li>• Final Bills</li> </ul> <p>Separately, however, there were instances of customers being billed more than once a month attributed to Origin receiving multiple meters reads from ATCO within a month (including instances where the submission of meter reads was delayed). As Origin's automated billing process is based on the receipt of meter reads, multiple bills may be issued within a month.</p>	We recommend that management monitors exception reporting on a regular basis to identify customers invoiced more than once a month to ensure the billing is appropriate.	N/A	No – Origin notes that the ERA released its final decision on Amendments to the Compendium of Gas Licence obligations in Dec 2019, which listed the allowable reasons to issue more than one bill in a month including final bills. Accordingly, compliance to the obligation 136 is now ensured.
04/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (175, 177 and 180) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.18 (6)</i></p>	We recommend Origin to ask customers for instructions for all overcharges over \$100, not just Final Bills.	18/05/20	N/A

A. Resolved during the current audit period				
Recommendation reference (no. year)	Non-compliance / Controls Improvement	Auditor's Recommendation	Date resolved	Details of further action required, if applicable
	It was observed that only final bill customers are given instructions on how to request refund or credited to customer's account. Origin's process is to credit the customer's account automatically when an overcharge is identified. When the overcharge occurs on a final bill Origin will ask the customer instructions (in the form of a credit refund letter) with the final bill on what the customer would like to do with the credit balance. Regardless of the amount of the overcharge Origin will credit the customers' accounts			
05/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (204, 211) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 6.3 (1) &amp; 6.8 Australian Gas Association Code clause 4.2.1</i></p> <p>It was noted that Origin does not advise customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person. In situations where a customer requests this, Origin will comply, however the customer is not advised that they have this option</p>	We recommend Origin to update their customer agent scripts and financial hardship brochures to include the relevant information in regard to advising customers who are experiencing financial hardship that they have the right to have their bills redirected at no charge to a third person.	01/10/19	N/A
06/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (250, 215, 220, &amp; 147) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 4.5(1), 6.10(2), 6.10(7), 10.11(2) Australian Gas Association Code clause 4.2.3.3</i></p> <p>Origin's bill and hardship policy states "Need an interpreter?" instead of "Interpreter Services."</p>	We recommend Origin to update their bills, reminder notices, disconnection warnings and hardship policy to include the words "Interpreter Services".	N/A	No. Origin notes that the ERA released its final decision on Amendments to the Compendium of Gas Licence obligations in Dec 2019, which resulted in the requirement to include the text 'interpreter services' next to the National Interpreter Symbol being removed. Accordingly, compliance to the related obligations is now ensured.

A. Resolved during the current audit period				
Recommendation reference (no. year)	Non-compliance / Controls Improvement	Auditor's Recommendation	Date resolved	Details of further action required, if applicable
07/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (255) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 12.1(3)(b)</i></p> <p>Training modules does not have the requirement to include requirement to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response and providing Free call and Free fax number of the Ombudsman to the customer.</p>	<p>Origin to update training module to include requirement to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response and providing Free call and Free fax number of the Ombudsman to the customer.</p> <p>In addition include this information in the close out letter provided to customers</p>	21/01/20	Partially completed. Refer to section B of this table.

B. Unresolved during the current audit period				
Recommendation reference (no. year)	Non-compliance / Controls Improvement	Auditor's Recommendation	Date resolved	Details of further action required, if applicable
03/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (137) <i>Australian Gas Association Code clause 4.2.1</i></p> <p>It was observed that in some circumstances, Origin billed customers outside of the prescribed billing timeframe. Customers were not being billed every three months during the audit period. These instances were a result of:</p> <ul style="list-style-type: none"> <li>• Exceptions were related to an "implausible read check" that Origin performed as part of the billing process. It indicated that the read was not obtained timely from the previous billing period</li> </ul>	<p>We recommend that management clearly identify the SLAs with the third party and monitor exception reports on a regular basis to ensure bills are sent to customers at least every 105 days. In addition, we recommend reviewing bills with invoice dates greater than 105 days by developing compliance reporting parameters designed to detect billing outside of 100</p>	Not resolved	<b>Refer to recommendation no. 03/2022</b>

B. Unresolved during the current audit period				
Recommendation reference (no. year)	Non-compliance / Controls Improvement	Auditor's Recommendation	Date resolved	Details of further action required, if applicable
	<p>requiring a validation and confirmation with the distributor prior to billing the customer.</p> <p>A service level agreement (SLA) is in place between Origin and a 3rd party operational team to process the exceptions. The exceptions had not been completed within the SLA</p>	<p>days. While it will not prevent this from occurring it provides a detective control.</p>		
7/2019	<p><b>Rating:</b> B2</p> <p><b>Obligation(s):</b> (255) <i>Schedule 2 Compendium of Gas Customer Licence Obligations 12.1(3)(b)</i></p> <p>Training modules does not have the requirement to include requirement to notify customers of their right to refer their complaints to the Ombudsman if they are still unsatisfied with Origin's response and providing Free call and Free fax number of the Ombudsman to the customer.</p>	<p>In addition, Implementation of close out letter to customer with Ombudsman information for resolved cases</p>	Not resolved	<b>Refer to recommendation no. 10/2022</b>



**Appendix A – References**

Personnel from Origin interviewed as part of this audit included:

Name	Position
Hannah Lawrence	Manager Retail Compliance
Julian Horwill	Senior Compliance Advisor, Retail Compliance
Michael Dickey	Compliance Advisor, Retail Compliance
Chrissie Bathgate	Regulatory Reporting Lead, Future Energy & Technology
Andrew Reid	Product Delivery & Operations Manager
Lindsay Williamson-Hanna	Operations Manager, Service Delivery & Ombudsman
Liz Mistretta	Manager Billing & Sales Fulfilment Functional
Siobhan Lavery	Governance/Process Analyst – Billing & Device
Tony Gray	Operations Analyst
Ben Thompson	Senior Knowledge Analyst
Matt Foster	Credit Initiatives & Delivery Manager
Chamali Dharmawardana	Business Process Analyst
Vishal Patel	Critical Processes Manager
Hiren Radadia	Universal Solution Specialist
Ikmal Laxana	Data Integrity Analyst
Rhea Amazon-Ammann	Sales Delivery Analyst
Liam McWhirter	Group Manager Inbound Sales

## Appendix B – Documents reviewed

The following documents provided by Origin were examined during the course of the audit:

- Annual Compliance Report for FY 2019, FY 2020 and FY 2021
- Audited Annual Financial Statements FY19, FY20 & FY 21
- Performance (KPI) Reports for FY 2019, FY 2020 & FY 2021
- Compendium of Gas Customer Licence Obligations
- Australian Gas association (AGA) code
- Gas Marketing Code of Conduct
- Gas Compliance Reporting Manual 2020
- Gas Trading Licence Performance Reporting Handbook
- Gas Trading Licence Performance Reporting Datasheets
- Code of Conduct training module
- Kiosk training module
- Handle Customer Feedback and Complaint Training Materials
- Handing Complaints Procedure Training Materials
- Hardship Utility Grant Scheme Training (HUGS)
- Gas Marketing Code of Conduct
- Customer Notices and Warnings
- Assist vulnerable customers
- Manage My Payments learner pack
- Understand My Bill learner pack
- Customer Welcome Pack
- Origin's Standard and Non- standard for contract
- Hardship Policy
- Hardship Procedures
- Customer connection procedures
- Overview High bills procedure
- Perform bill review procedure
- Procedures for handling meter read queries, including customer's self-read procedures
- Self-meter reading guide – Origin website
- Payment plans, comms sent out to the payment difficulty and financial hardship customers
- Call recordings and live chat transcripts related to the payment difficulty and financial hardship customers
- Members; Account (My Account) interface to enrol into payment plan
- SAP extract of Meter Test notifications sent for the delayed meter readings
- SAP reports for billing data

- SAP screenshots to review customer's address validation checks
- Procedures related to handling bill enquiries of customers
- Procedures related to offering payment options to customers
- Procedures related to final bill issuance and payments
- Procedures related to issuance of refunds to customers
- Procedures related to transfer of debt, credit or payment
- Procedures related to Connection, disconnection and reconnection
- Something Went Wrong Learners pack
- Manage my Power On Learners pack
- Hardship Awareness training material
- Help meet my payments learners pack
- Assist vulnerable customer steps
- Annual Meter Read Schedule
- Kiosk & Field Sales related training material
- Telemarketing training module
- Compliance training registers
- Disconnections made from 1 June 2019 to 31 May 2022
- Connections made from 1 June 2019 to 31 May 2022
- Reconnections made from 1 June 2019 to 31 May 2022
- Customer bills, agent interaction notes and call recordings related to bill queries
- Complaints register 1 June 2019 to 31 May 2022
- Billing & Payment Information – Origin website
- Energy Savings Tip – Origin website
- ATCO information – Origin Website
- Standard Complaints & Resolution Procedure – Origin Website
- Complaints – Origin Website
- Monthly Complaints Overview Pack to Senior Management
- Customer Invoices – messaging changes in tariffs/charges/fees
- Dunning Flow Matrix
- Post audit implementation plan for GTL13 2019 audit
- GTL13 compliance audit report - 2019