



National Customer Code

Energy Comparators & Energy Moving Services

Proudly supported by the Energy Charter

Stakeholder Consultation Draft v1.0

This Customer Code has been developed with the collaboration of Energy Comparators, Energy Moving Services, Energy Retailers, and consumer representatives. Supported by the Energy Charter as a [#BetterTogether initiative](#).



National Customer Code for Energy Comparators and Energy Moving Services

Objective of this Customer Code

The objective of this National Customer Code for Energy Comparators and Energy Moving Services (this Customer Code) is to give you, our customers, confidence that *Signatories* and *Supporters* are listening to your needs, being transparent and delivering energy solutions for you.

This Customer Code aims to set standards of practice for how we will interact with you when offering *Energy Comparator* and *Energy Moving Services*. The Customer Code development is based on findings and recommendations about third party intermediaries' selling practices in the [Australian Competition and Consumer Commission \(ACCC\) Retail Electricity Pricing Inquiry Report 2018](#). The ACCC publication [Comparator websites - A guide for comparator website operators and suppliers \(August 2015\)](#) is a helpful resource recommended for *Signatories* and *Supporters*.

By delivering on the commitments of this Customer Code, *Signatories* aim to provide fair and inclusive services that facilitate your engagement with the energy market and empower you to make choices that match your expectations.

When we refer to “you” we are referring to residential and small business customers. When we refer to “we” we are referring to the *Signatories* to this Customer Code.

Both *Signatories* and *Supporters* will be clearly displayed on the Customer Code website.

Part A details our key commitments to you and each commitment is separated into those that apply to ALL *Signatories* and those that also apply to *Signatories* who offer a *Comparison* service. Defined terms are in *italics* and explained at the end of Part A.

Part B sets out the *Signatories*, *Supporters*, Governance Framework, Administration and Monitoring.

Background

The Customer Code is an initiative of the [Energy Charter](#). The purpose of Customer Codes is to ensure that you can be confident that *Signatories* and *Supporters* are operating in your best interests by providing transparent customer service to enable you to make an informed decision on your energy needs.

This Customer Code was developed by a group of *Energy Comparators* and *Energy Moving Services* alongside supporting *Energy Retailers* and consumer representatives.

It is recognised that third party intermediaries such as commercially operated *Energy Comparators* and *Energy Moving Services* can provide an important and beneficial service when you are seeking to switch or connect to a new energy plan. For example, they can:

- Analyse your personal circumstances to provide tailored recommendations.
- Cut through complex information, in order to help you understand energy offers.

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- Provide an efficient way for you to review a number of energy offers when they are offering a *Comparison Service*.

While *Energy Comparators* and some *Energy Moving Services* may offer a level of comparison for your energy needs, not all of them will be comparing across all *Energy Retailers* or all of the energy plans available to you in the market. In particular, *Energy Moving Services* may use a reduced panel of *Energy Retailers* due to the need for a speedy and convenient new connection when moving into your home or business address. An *Energy Moving Service* provider may not always be providing a *Comparison Service*.

To assist you to understand how *Energy Comparators* and *Energy Moving Services* will work within this Customer Code, we have specified commitments that apply depending on whether a business is providing you with a *Comparison Service* or a *Non-Comparison Service*.

Our Commitments

Our key commitments to you are:

1. **Customer centricity**– we will put you at the centre of our business and make recommendations to drive positive and effective energy solutions for you that empower you in your choices.
2. **Accountability** - we will be responsive to your needs and take prompt, appropriate action if you make an enquiry or complaint to ensure our continuous improvement.
3. **Transparency and disclosure about our business, practices and offers** – we will provide you with true and accurate information about our business, our services and products, those brands we represent for a *Comparison Service* or *Energy Moving Service* and any *Assumptions* that we use to help you make informed choices.
4. **Fairness and consistency** – we will ensure that you are treated fairly and provided with information you need to choose an energy plan in a clear and consistent manner.

Part A: Our Commitments by ALL signatories

1. Customer centricity

In putting you at the centre of our business, all *Signatories* will:

- 1.1. Pay attention to your needs through listening to you in our call centres or processing the information you provide to us online or through any other means by which we are provided your information.
- 1.2. Recommend energy plans to you from those that we offer when providing a non-comparison service.
- 1.3. Not incentivise staff to recommend particular energy plans if they do not meet your needs.
- 1.4. Help you to understand the next steps to arrange your new Energy Retailer or new energy plan and working with your chosen Energy Retailer to manage the transition to a new Energy Retailer or a new energy plan in a timely manner. When arranging a switch to a new energy plan, we will ensure that we have your authority to arrange the switch by obtaining your explicit informed consent.¹

And in putting you at the centre of our business *Signatories* providing a *Comparison* service will:

- 1.5. Recommend energy plans from those that we provide that are most suited to your needs and let you know if all products from the Energy Retailers we represent are not being compared.

2. Accountability

To ensure that we are accountable to you, all *Signatories* will:

- 2.1. Ensure that your privacy is maintained and that your data is secure and abide by all Applicable Laws.
- 2.2. Provide a clear and transparent way for you to decide about future contact around other products or services from us and our partners to ensure marketing consent aligns with Applicable Laws.
- 2.3. Have an effective Complaint Handling Process that complies with Australian standards. If you are not satisfied with the response from your Energy Comparator or Energy Moving Service; you may escalate it with them first or raise the matter with the relevant Energy Retailer. If your complaint is not resolved, you can discuss it with the relevant Jurisdictional Body, where applicable.

¹ This consent should be in accordance with Energy Retailer's obligations under the National Energy Retail Law.

3. Transparency and disclosure

In providing our products and services to you, all *Signatories* will:

- 3.1 Clearly disclose that we are paid commissions by the Energy Retailers with whom we have formal relationships.
- 3.2 We will update all pricing information received from the Energy Retailers we hold formal relationships in a timely manner to correctly reflect prices available in the market. We will have systems in place to ensure the accuracy and quality of product information.
- 3.3 Prominently disclose the *Energy Retailers* with which we have a formal relationship. We will clearly disclose our business structure or ownership if we are owned by any of the energy brands that we offer.
- 3.4 Communicate our recommended energy plans in clear, plain terms, so that you understand the offer and can confidently make your choice.

And in providing our products and services to you, *Signatories* providing a *Comparison* service will:

- 3.5 Clearly identify and display the number of Energy Retailers that we represent to help you to understand our overall market coverage². We will make you aware that any comparison may be on a subset of all offers. We will also let you know where you can find a list of all available Energy Retailers.
- 3.6 Prominently disclose the *Energy Retailers* with which we have a formal relationship. If we list other *Energy Retailers*, we will make it clear that we do not hold formal relationships with them and take responsibility for ensuring all information and pricing is accurate and current.
- 3.7 Inform you if your stated preferences, such as non-price benefits, may affect the availability of energy plan offers.
- 3.8 Disclose that we use *Assumptions* to determine the energy plans offered to you. *Assumptions* used will be fair and reasonable.
- 3.9 Clearly differentiate and inform you if any offer that we recommend is a *Sponsored Offer* and advise you if this impacts the ranking of energy plans offered to you or where this energy plan may not offer the lowest price.
- 3.10 Clearly explain to you any matter that impacts the ranking of offers provided to you when undertaking a comparison.

² The number of Energy Retailers for market coverage will be determined based on an average of Energy Retailers in the National Energy Market jurisdictions (NEM) actively working with *Energy Comparators* or *Energy Moving Services* as agreed and published by the *Customer Code Council*. The proportion will be referenced in quartile bands. The Energy Retailers displayed may not be available to all customers.

4 Fairness and consistency

To ensure that we are fair and consistent in our dealings with you, all *Signatories* will:

- 4.1 Always make clear and accurate representations about any energy plan offered including its terms, claims or savings.
- 4.2 Match available energy plans and offers to your annual consumption, or if not available, forecast annual consumption; and any other information you make available.
- 4.3 Based on information provided by the Energy Retailer, clearly explain to you when any benefit or discount included in an energy plan will end and explain to you how prices can change over the term of an energy plan agreement.
- 4.4 Where applicable, we will advise how the plans offered compare to the *Reference Price*.

And to ensure that we are fair and consistent in our dealings with you, *Signatories* providing a *Comparison* service will:

- 4.5 Facilitate transparent, like-for-like comparisons so that you understand the differences between each energy plan offered and we will consistently compare prices across the energy plans we offer in an easily understood manner such as total cost per annum or c/kWh.
- 4.6 Ensure that *Algorithm* results and ranking processes used to select energy plans are fair and consistent whether this is based on actual energy usage that you make available to us or *Assumptions* about your energy usage. We will present results based on this energy consumption. If we are unable to make a simple *Assumption* of your energy consumption, we will apply a different methodology and advise you of the assumed usage we are applying.

Definitions

- *Administrator* – is a person or organisation with relevant experience in both the industry and in managing Customer Codes. The Administrator is responsible for the day-day management of the Customer Code.
- *Algorithms* – are a series of instructions telling a computer how to transform details about your energy needs and preferences into useful information to assess the selection and ranking of energy plan options for you.
- *Applicable Laws* – Signatories will comply with laws that govern marketing across numerous Australian jurisdictions including energy laws, the *Australian Consumer Law* (Cth) 2010, the *Privacy Act* (Cth) 1988 and the *Spam Act* (Cth) 2003. Signatories will comply with any rules relating to the Consumer Data Right as applicable.
- *Assumptions* – where we are unable to access accurate information from your billing history from you, or where you have indicated a preference for non-price benefits, we may use assumptions to select the energy plans offered to you.
- *Comparator* – a commercial business that provides energy Comparison Services. For the purposes of this Customer Code, this is defined as a commercially operated comparator and does not include government run comparison sites.
- *Comparison Service* – a service provided to you by a business that involves comparing energy plans from more than one energy retailer.
- *Complaint Handling Process* – all Signatories will have a complaints handling process that meets relevant Australian standards.
- *Customer* – any residential or small business customer as defined under the National Energy Retail Law.
- *Customer Code Council* – a governance body for the Customer Code made up of Signatory, Supporters, industry and customer representatives which is responsible for working with the Administrator to ensure the Customer Code is monitored and effective in achieving better customer outcomes.
- *Energy Moving Service* – a commercial business that provides energy connection services when you are moving your home or business address. It may or may not provide a Comparison Service when arranging a connection for you. Where Comparison Services are provided, it will comply with the obligations for Comparison Services as set out in this Customer Code.
- *Energy Retailers* – retailers of gas and or electricity as defined under the National Electricity Law.
- *Jurisdictional Body* – if a complaint relates to an Energy Comparator or Energy Moving Service, then the relevant Jurisdictional Body is the Department of Fair Trading (or equivalent) in your State or Territory. If the complaint relates to an Energy Retailer, then the relevant Jurisdictional Body is the Energy and Water Ombudsman in your State or Territory.
- *Non-Comparison Service* - is a service provided to you by a business that does not involve comparing energy plans from more than one energy retailer.
- *Reference Price* - the price set by the Australian Energy Regulator or the Essential Services Commission in Victoria. It is based on specific usage and supply charges in different geographical areas, so the reference price will vary between regions.
- *Sponsored Offers* – a sponsored offer is generally one with an Energy Retailer promoting a specific price or service to all or some customers for a period of time. This sponsored offer may not be the lowest cost option; however, it may include non-price benefits.

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- *Signatory(ies)* – organisations who agree to meet the requirements of this Customer Code and contribute financially to its operation.
 - *Supporters* – organisations who contribute financially or in kind to enable the smooth operation of the Customer Code. They support the Customer Code and are committed to work with Energy Comparators and Energy Moving Services who comply with the law and uphold the Customer Code principles. Supporters will use reasonable endeavours to ensure that any third-party partners they work with delivering energy comparator or energy moving services who are not Customer Code signatories will continue to follow applicable laws.

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Part B: Signatories, governance framework, administration and monitoring

1. Signatories and Supporters

- 1.1. Signing up to this Customer Code is voluntary. *Signatories* include *Energy Comparators* and *Energy Moving Services*. *Supporters* may include *Energy Retailers* and other relevant industry participants.
- 1.2. *Signatories* will provide a copy of this Customer Code to you on request and promote its availability including through prominent links to or a display of this Customer Code on their websites.
- 1.3. In applying to become a *Signatory*, each business agrees to co-operate with the *Administrator* and the *Customer Code Council* in their exercise of the responsibilities under this Customer Code.
- 1.4. *Signatories* agree to comply with this Customer Code and the governance framework and acknowledge that failure to do so may make them ineligible to remain a *Signatory*.
- 1.5. *Signatories* should ensure that all employees are made aware of the Customer Code and the *Signatory* commitments.

2. Governance framework

- 2.1. This Customer Code is governed and administered by:
 - a. The *Customer Code Council* which will comprise representatives of key stakeholders including *Signatories*, *Supporters*, consumer representatives, the *Administrator* and an independent Chair with the Energy Charter as an observer. The initial *Customer Code Council* will be appointed by the Independent Chair and the Energy Charter Executive Director from nominations received. The first *Customer Code Council* will be appointed for 12 months. Excluding the Independent Chair and consumer representatives, no member will stand on the *Customer Code Council* for more than two consecutive years without vacating the position and standing for re-appointment.
 - b. The *Administrator* who is appointed by the *Customer Code Council* is responsible for day-to-day administration of this Customer Code.
- 2.1. The *Customer Code Council* will enter into a Memorandum of Understanding expanding upon the role of the *Customer Code Council* and the *Administrator*. This may be revised from time to time, following consultation with stakeholders.
- 2.2. Customer Code Compliance – A Competition Law Protocol will apply to all *Customer Code Council* meetings and other activities facilitated by the *Administrator*.
- 2.3. The *Customer Code Council* will appoint an *Administrator* for an initial period of 12 months, followed by three (3) yearly appointment periods from then on, for an agreed fee.
- 2.4. The *Customer Code Council* and the *Administrator* will promote the benefits of this Customer Code to you, other industry participants and to relevant stakeholders.
- 2.5. The *Customer Code Council* and the *Administrator* will set a program of events to assist *Signatories* in capability building to better deliver on their commitments such as industry

roundtables, lunch and learn sessions and developing resources for *Signatories* and/or *Customers*.

- 2.6. The *Customer Code Council* and the *Administrator* will review this Customer Code with the *Signatories* after the initial period of 12 months of operation, followed by every three (3) years from then on.

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3. Administration

- 3.1. The *Administrator* is independent of the *Signatories*, *Supporters* and *Customer Code Council* and is responsible for the day-to-day administration and monitoring of this Customer Code.
- 3.2. The *Administrator* is responsible for developing application and renewal processes for *Signatories*:
 - a. Where an application is made, the *Administrator* will assess whether to admit the applicant as a *Signatory*, considering whether their approach, processes and documents are sufficient to support the *Signatory* meeting the standards of this Customer Code.
 - b. Where a business applies to renew their status as a *Signatory*, the *Administrator* may consider any complaints that have been made about the *Signatory*, whether the *Signatory* has co-operated with the *Administrator* in carrying out its responsibilities and any other relevant factors.
 - c. In either case, acceptance of a *Signatory* will not be unreasonably withheld.
- 3.3. The *Administrator* will review the fees payable by *Signatories* yearly, with a view to cost recovery only. As part of its annual budgeting process, the *Administrator* will propose a schedule of fees and contributions to the *Customer Code Council* for approval, at least three (3) months prior to the intended date of effect.
- 3.4. To build customer awareness and to assist *Signatories* in meeting their commitments, the *Administrator* will publish:
 - a. Copies and accessible information about this Customer Code.
 - b. Easily accessible list of *Signatories*.
 - c. Information to assist *Signatories* to meet the expectations of this Customer Code. These may include consumer information, checklists, templates, guides or training material.
 - d. Customer Code brand marketing guidelines for *Signatories*.
 - e. Details of fees. Fees may vary by classes of *Signatories* and *Supporters*. A change in fees is not effective until at least three (3) months after publication of the new fee.

4. Monitoring performance against Code objectives

- 4.1. The *Administrator* will undertake a schedule of desktop audits, mystery shopping and call monitoring to assist *Signatories* to meet their Customer Code objectives. This schedule will be agreed with the *Customer Code Council*. *Signatories* are encouraged to self-report any identified issues.
- 4.2. The *Administrator* will provide feedback to the *Signatories* about any identified issues to provide an opportunity for improvement. Where relevant, this could also be referred to an *Energy Retailer(s)*.
- 4.3. The *Administrator* will provide the *Customer Code Council* with anonymised results of monitoring and improvements.
- 4.4. The *Administrator* will advise the *Customer Code Council* of any potential systemic issues that have not been resolved in anonymised format.

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- 4.5. The *Customer Code Council* and the *Administrator* will determine if any parts of the Customer Code need to be updated or where resources could be developed to assist *Signatories* or *Customers*.
 - 4.6. The *Administrator* will develop a brief annual report to *Signatories*, *Supporters* and other stakeholders highlighting benefits and outcomes, systemic issues and recommendations where improvements could be made.

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