

# National Customer Code

*Energy Comparators &  
Energy Moving Services*

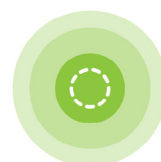
# 2022

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## Customer Code



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



**National  
Customer Code**  
Energy Comparators &  
Energy Moving Services  
Proudly supported by the Energy Charter



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# Objectives of this Customer Code

The objectives of this National Customer Code for Energy Comparators and Energy Moving Services (this Customer Code) are to:

1. Deliver fair, transparent and inclusive services that facilitate residential and small business *Customers'* engagement in the energy market and empower them to make better choices based on their individual needs
2. Set standards of practice for how *Signatories* interact with residential and small business *Customers* when offering *Energy Comparator* and *Energy Moving Services*
3. Ensure that *Signatories* and *Supporters* of this Customer Code work together in the best interests of residential and small business *Customers* and deliver value to them.

The intention of this Customer Code is also to address some of the concerns about third party intermediaries' selling practices raised in the [Australian Competition and Consumer Commission \(ACCC\) Retail Electricity Pricing Inquiry Report 2018](#). As it is not a mandatory Code, this Customer Code is unable to incorporate all of the ACCC's recommendations.

The [ACCC's Comparator websites - A guide for comparator website operators and suppliers \(August 2015\)](#) is a helpful resource recommended for *Signatories* and *Supporters* of this Customer Code.

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 webpage](#).

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# This Customer Code

This Customer Code is made up of three parts:

## Part

A

**Part A** of this Customer Code details our key commitments to you.

## Part

B

**Part B** of this Customer Code sets out our practices, separated into those that apply to all Signatories and those that additionally apply to Signatories who offer a Comparison Service. Defined terms are in *italics* and explained at the end of Part B.

## Part

C

**Part C** of this Customer Code sets out the Signatories, Supporters, Governance Framework, Administration and Monitoring.

## Background

This Customer Code is a #BetterTogether initiative of the [Energy Charter](#). It was developed by a group of consumer representatives, *Energy Comparators* and *Energy Moving Services* alongside supporting *Energy Retailers*.

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.
- Provide an efficient way for you to review a number of energy offers when providing 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 or products available to you in the market. In particular, *Energy Moving Services* may use a reduced number 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 required practices that apply to all *Signatories*. Where there are additional practices for those providing a *Comparison Service* this is shown at the end of that section.



# Part A: Our commitments to you

Our key commitments to you under this Customer Code are:



## Customer centricity

We will put you at the centre of our business and make recommendations to drive positive and effective energy solutions that empower your choices.



## 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 and any Assumptions that we use.



## 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.



## 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.

# Part B: Our required practices

## 1. Disclosure and accuracy

In providing our products and services to you, we will:

- 1.1. Prominently disclose the *Energy Retailers* with which we have a commercial relationship.
- 1.2. Clearly disclose our business structure or ownership if we are owned by any of the energy brands that we offer.
- 1.3. Update all pricing information received from the *Energy Retailers* with which we hold commercial relationships in a timely manner to correctly reflect prices available in the market.
- 1.4. Have systems in place to ensure the accuracy and quality of energy plan information disclosed to you.

In addition, *Signatories* providing a *Comparison Service* will:

- 1.5. Clearly identify and display the number of *Energy Retailers* that we represent to help you to understand our overall market coverage<sup>1</sup>.
- 1.6. Make it clear where we list *Energy Retailers* with whom we do not hold commercial relationships and we will take responsibility for ensuring all information and pricing relating to their offers is accurate and current.
- 1.7. Inform you if your stated preferences, such as non-price benefits, may affect the availability of energy plan offers.
- 1.8. Inform you if all products or all *Energy Retailers* that we represent are not being compared.
- 1.9. Clearly disclose to you any *Sponsored Offers*.

<sup>1</sup> 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 this Customer Code Council. The Energy Retailers displayed may not be available to all Customers.

# Part B: Our required practices

## 2. Our recommended energy offers

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

- 2.1. Listen to your individual needs based on the information you provide to us.
- 2.2. Recommend energy plans from those that we offer that are suited to your individual needs.
- 2.3. Make clear and accurate representations about any energy plan offered including its terms, claims or savings and clearly disclose any conditional or non-price aspects of any recommended energy plans (such as bill-smoothing or loyalty offers).
- 2.4. Match available energy plans and offers to your annual consumption, or if not available, forecast annual consumption; and any other information you make available.
- 2.5. 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.
- 2.6. Where applicable, we will advise how the plans offered compare to the *Reference Price*.
- 2.7. Help you to understand the next steps to arrange your new *Energy Retailer* or new energy plan and work with your chosen *Energy Retailer* to manage the transition to a new *Energy Retailer* or a new energy plan in a timely manner.
- 2.8. Ensure that we have your authority to arrange the switch by obtaining your explicit informed consent<sup>2</sup>, when arranging to switch you to a new energy plan.

In addition, *Signatories* providing a *Comparison Service* will:

- 2.9. Rank displayed offers by default from the lowest to highest price based on the energy consumption information you have provided or the *Assumptions* that we use.
- 2.10. Let you know of any matter that impacts the ranking of offers provided to you when undertaking a *Comparison Service*.
- 2.11. Let you know if choosing a bundled offer limits the range of offers we have available to you.
- 2.12. Provide you with recommendations regardless of any commission or fee structures. In particular, we will not incentivise our workforce to recommend particular energy plans or *Energy Retailers* if they do not best meet your individual needs.
- 2.13. 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.
- 2.14. Present results based on your energy consumption (where possible) and let you know if we are using actual or estimated energy usage.
- 2.15. Apply a different methodology and advise you of the assumed usage we are applying if we are unable to make a simple *Assumption* of your energy consumption.
- 2.16. Disclose that we use *Assumptions* to determine the energy plans offered to you.
- 2.17. Ensure that the *Assumptions* and *Algorithms* we use are reasonable and consistently applied.
- 2.18. 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

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<sup>2</sup> This consent should be in accordance with Energy Retailer's obligations under the National Energy Retail Law, the Victorian Energy Law and any analogous law for any Australian jurisdiction not included in the National Energy Market.

# Part B: Our required practices

## 3. Accountability and complaints

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

- 3.1. Ensure that your privacy is maintained and that your data is secure and abide by all *Applicable Laws*.
- 3.2. Provide a clear 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*.
- 3.3. Have an effective *Complaint Handling Process*.
- 3.4. If we do not resolve the complaint, we will provide you with information on the Customer Code *Independent Complaints Management Process* and details of the relevant jurisdictional body<sup>3</sup>.

## 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 this 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 relevant rules relating to the Consumer Data Right once commenced.

**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 complaint handling process that meets relevant Australian standards.

**Customer** – any residential or small business customer as defined under the National Energy Retail Law, the Victorian Energy Law and any analogous law for any Australian jurisdiction not included in the National Energy Market.

**Customer Code Council** – a governance body for this Customer Code made up of Signatory, Supporters, industry and customer representatives which is responsible for working with the Administrator to ensure this 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.

3. The complete list of jurisdictional bodies is set out at the Customer Code webpage at <https://www.theenergycharter.com.au/national-customer-code-energy-comparators-and-energy-moving-services>

# Part B: Our required practices

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**Energy Retailers** – retailers of gas and or electricity as defined under the National Electricity Law, the Victorian Energy Law and any analogous law for any Australian jurisdiction not included in the National Energy Market.

**Independent Complaints Management Process** – this Customer Code will provide a complaints management process where a customer is unable to resolve a complaint with the Signatory.

**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, the relevant Jurisdictional Body is the Energy and Water Ombudsman in your State or Territory. For small business, the relevant Jurisdictional Body is the Australian Small Business and Family Enterprise Ombudsman.

**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.

**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 this Customer Code. They support this Customer Code and are committed to work with Energy Comparators and Energy Moving Services who comply with the law and uphold this Customer Code principles. Supporters will ensure any of their other 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.

# Part C: 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* will annually confirm in writing to the *Administrator* how they are meeting the commitments of this Customer Code, and this will be appropriately reflected in the *Administrator's* Annual Report.
- 1.6. *Signatories* should ensure that all employees are made aware of this Customer Code and the *Signatory* commitments.

## 2. Governance Framework

- 2.1 This Customer Code is governed and administered by:
  - a. A *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 this *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 this *Customer Code Council* is responsible for day-to-day administration of this Customer Code.
- 2.2 This *Customer Code Council* will enter into a Memorandum of Understanding expanding upon the role of this *Customer Code Council* and the *Administrator*. This may be revised from time to time, following consultation with stakeholders.
- 2.3 Customer Code Compliance – A Competition Law Protocol will apply to all *Customer Code Council* meetings and other activities facilitated by the *Administrator*.
- 2.4 This *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.
- 2.5 This *Customer Code Council* and the *Administrator* will promote the benefits of this Customer Code to you, other industry participants and to relevant stakeholders.
- 2.6 This *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*.
- 2.7 This *Customer Code Council* and the *Administrator* will review this Customer Code including a review of its performance against the objectives with the *Signatories* after the initial period of 12 months of operation, followed by every three (3) years from then on.



# Part C: Signatories, governance framework, administration and monitoring

## 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 including evaluating *Signatories'* ability to meet the Customer Code commitments.
- 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 operate this Customer Code on a not-for-profit basis such that any activity to increase or maintain the number of *Signatories* is based on broadening the reach of this Customer Code and not on any financial incentive.
- 3.4. 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 this *Customer Code Council* for approval, at least three (3) months prior to the intended date of effect.
- 3.5. 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* and *Supporters*.
  - 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* and *Supporters*.
  - 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.

# Part C: Signatories, governance framework, administration and monitoring

## 4. Monitoring performance against Code objectives

- 4.1 The *Administrator* will undertake a schedule of desktop audits, mystery shopping and/or call monitoring to assist *Signatories* to meet their Customer Code commitments. This schedule will be agreed with this *Customer Code Council*. *Signatories* are encouraged to self-report any identified issues.
- 4.2 The *Administrator* will provide feedback to the *Signatory* about any identified issues to provide an opportunity for improvement. Where relevant, this could also be referred to an *Energy Retailer(s)*.
- 4.3 This Customer Code has an *Independent Complaints Management System* where a *Signatory's* Internal Complaints Handling Process fails to resolve the issue.
- 4.3 The *Administrator* will provide this *Customer Code Council* with anonymised results of monitoring and improvements.
- 4.4 The *Administrator* will advise this *Customer Code Council* in an anonymised format of any potential systemic issues that have not been resolved.
- 4.5 This *Customer Code Council* and the *Administrator* will determine if any parts of this 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.
- 4.7 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.

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



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