



25 March 2022

Essential Services Commission South Australia
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Adelaide
SA 5001

Email: escosa@escosa.sa.gov.au

RE: Off grid energy consumer protection framework review

Origin Energy appreciates the opportunity to provide a submission in response to the Essential Services Commission of South Australia's (ESCOSA) review of the off-grid energy consumer protection framework.

Origin supports ESCOSA adopting consumer protections that are consistent for both electricity and gas off-grid customers. These requirements should also be consistent with the requirements set out in the National Energy Retail Rules where practicable.

We also note that the Reticulated LPG industry code has not been fully reviewed since 2014. We consider that this consumer protections review and the proposed establishment of an off-grid electricity retail code represents a good opportunity to review the Reticulated LPG industry code, to ensure the obligations are aligned and remain fit for purpose.

Origin's views on the specific proposals outlined in ESCOSA's consultation paper are set out below.

Changes to the existing Reticulated LPG Industry Code

Billing

We support the requirement for retailers to provide a reminder notice to customers who have missed the due date of their bill that is consistent with the NECF obligations.

However, we have concerns regarding the proposed bill extension provisions. ESCOSA proposes that if a customer has not paid a bill by the due date then a retailer may send the customer a reminder notice giving the customer a further due date.

The wording used by ESCOSA provides a change to the due date (the 'further due date') rather than a reminder notice period which has an expiry date. This means that the customer is being given a payment extension that creates a new due date. It is not clear what happens if the customer does not pay the bill by this further due date. Does the retailer keep issuing further due dates without any end?

Origin considers that ESCOSA should apply the same intent as the National Energy Retail Rules (NERR) Rule 109 which is for a retailer to issue a "reminder notice" rather than "further due date". Specifically, the reminder notice period is defined in the NERR: *reminder notice period means the period that starts on the date of issue of a reminder notice under rule 109, which must be no earlier than the next business day after the pay-by date, and ends no earlier than 6 business days from the date of issue of the reminder notice.* The retailer may not progress the customer toward disconnection (i.e., issue a disconnection warning notice) until the expiry of the reminder notice period.

Establishing an Off-grid Electricity Retail Code

Definitions

We think that the development of an off-grid electricity retail code is a positive initiative, and that ensuring consistent consumer protections is important. In developing an off-grid electricity retail code, it is important that ESCOSA carefully consider the definition of an 'off grid' customer to ensure that it does not inadvertently capture customers already covered under other national electricity arrangements, e.g. customers who are supplied via Embedded Networks or other forms of exempt selling.

Hardship consumer protections

Origin supports the introduction of a requirement to develop and publish a hardship policy consistent with the obligations that retailers have under the NERR.

Origin has developed and published a hardship policy which is available on our website. This policy applies to all Origin customers and is supported by our 'Power On' program. We have trained our customer-facing staff to listen for indicators of potential hardship when interacting with customers, and to ensure that these customers are offered assistance and flexible payment options.

Disconnection protections

Origin considers that requests for disconnection of energy supply should be a last-resort option. We support ESCOSA's proposal to align the prohibition of disconnection of a customer during protected periods with the NECF.

We also support alignment with the NERR clause 116 *When retailer must not arrange de-energisation*, specifically:

- 116 1 (b) where the customer has made a complaint, directly related to the reason for the proposed de-energisation, to the retailer under the retailer's standard complaints and dispute resolution procedures, and the complaint remains unresolved, and;
- 116 1 (e) where the customer informs the retailer, or the retailer is otherwise aware, that the customer has formally applied for assistance to an organisation responsible for a rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made;

We consider it is important that ESCOSA use the same wording as is contained within the NERR. This is particularly important when it comes to the application for concessions and relief payments in South Australia, for two reasons.

The first is that the South Australian Emergency Electricity Payment Scheme (EEPS) is administered by Financial Counselling organisations and retailers rely on the Financial Counsellor, the customer, or the Department of Human Services (SA) (DHS) to notify us when applications for EEPS have been made. There are instances when this does not occur, and a retailer would not be aware of the application. If a retailer is not aware of the EEPS application, the retailers' 'wrongful disconnection' liability is limited under the NERR clause 116(1)(e) because it requires that the retailer is informed or otherwise aware of the application when prohibiting a retailer arranging de-energisation.

The second is that the South Australian concessions scheme is administered directly by DHS, and retailers apply concessions based on pre-authorised customer details provided by DHS. Retailers do not participate in the concession eligibility verification process for South Australian customers. As such, a retailer will never be aware of a pending application for concession. If a retailer is not aware of the concession application for a customer, the retailers' 'wrongful disconnection' liability is limited under the NERR clause 116(1)(e) because it requires that the retailer is informed or otherwise aware of the application when prohibiting the retailer arranging de-energisation.



The wording of the NERR is clear that the retailer's liability is limited if they were unaware of the application for concession or other relief assistance. ESCOSA should ensure that its obligations also reasonably limit retailer liability for these reasons.

Life Support Equipment

Origin considers that life support requirements ought to align with the NERR. This will ensure that customers who reside in off-grid supplied residences will be provided with accurate information. The NERR approach is also more inclusive, allowing for customers to receive protections where these are considered required by their medical practitioner irrespective of whether their specific equipment is listed, as the NERR allows for 'any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support.'

If you have any questions regarding this submission, please contact Courtney Markham in the first instance on (03) 9821 8086 and or Courtney.Markham@originenergy.com.au.

Yours sincerely

A handwritten signature in black ink, appearing to read "Sean Greenup".

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