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27 July 2026

Mr Geoffrey Rutledge
Chief Executive Officer
Australian Energy Market Commission
GPO Box 2603
Sydney NSW 2000
Online via: www.aemc.gov.au

Dear Geoffrey

Strengthening standards for payment difficulty assistance – Consultation paper

Thank you for the opportunity to comment on this consultation paper.

The comments contained in this submission reflect the feedback of the Energy & Water Ombudsman NSW (EWON), Energy & Water Ombudsman South Australia (EWOSA), and Energy and Water Ombudsman Queensland (EWOQ). We are the industry-based external dispute resolution schemes for the energy and water industries in New South Wales, South Australia, and Queensland.

We have collectively reviewed the consultation paper, and we have responded to those questions that align with issues customers raise, or with each respective organisation's operations as they relate to the consultation paper.

If you require any further information regarding our submission, please contact Bryce Purches, EWON Manager Policy & Systemic Issues (brycep@ewon.com.au).

Yours sincerely

Rosa Krilic	**Sandy Canale**	**Jane Pires**
Deputy Energy & Water Ombudsman New South Wales	**Energy & Water Ombudsman South Australia**	**Energy and Water Ombudsman Queensland**

Executive summary

We strongly support the intent of the proposed changes to strengthen the payment difficulty framework and better support people who are struggling to afford energy. The cost-of-living crisis in Australia continues to intensify, as demonstrated by stark findings from recent research by Energy Consumers Australia (ECA)[1] and the NSW Council of Social Service (NCOSS).[2] ECA's research, for example, found that 30% of customers reported difficulty paying electricity bills, and 26% of customers reported difficulty paying gas bills.[3] The case studies in our submission demonstrate the lived experience of households experiencing these difficulties.

Summary of our position on the proposed changes

Ban on documentary evidence

- We support the proposed rule change banning retailers from requiring documentary evidence from a customer or third party acting on their behalf as a precondition to providing payment difficulty assistance.
- **Recommendation 1**: The ban on requiring documentary evidence must apply to all assistance a customer is entitled to under the National Energy Customer Framework (NECF).
- **Recommendation 2**: The AEMC must avoid grey areas by making it clear in the rule where the ban does and does not apply, and requiring guidance be provided to retailers to ensure the rules are met.

Requiring retailers to consider information or representations by customers (or a third party) and changes of circumstances in determining capacity to pay/developing payment plans

- We support the proposed rule change requiring:
    - retailers to consider any information provided by a customer or a third party acting on their behalf regarding what the customer can reasonably afford to pay in determining the customer's capacity to pay
    - payment plans to be reviewed and updated in response to any available information about changes in a customer's circumstances.
- **Recommendation 3**: Retailers must not be able to automatically reset/change payment plan amounts without customer knowledge or agreement.
- **Recommendation 4**: Retailer must provide customers with clear information about the review/update process when a customer agrees to a payment plan.
- **Recommendation 5**: If retailers are required to consider capacity to pay information provided by newer digital means, then retailers should be required to:
    - treat contact via newer digital means as an engagement opportunity where their obligations under the NECF apply
    - retain records of interactions and provide to the customer if requested.
- **Recommendation 6**: The AEMC should consider the challenges retailers may face with customers and third-party representatives using newer digital means (eg AI agents) to interact with retailers via email and other digital means.
- **Recommendation 7**: Retailers must treat interactions with third parties acting on behalf of customers as an engagement opportunity where their obligations under the NECF apply.

[1] ECA, *The Consumer Energy Report Card – Household Research Report*, Wave 4 Autumn 2026

[2] NCOSS, *The Affordability Crisis: The new face of poverty in NSW*, June 2026

[3] ECA, *The Consumer Energy Report Card – Household Research Report*, Wave 4 Autumn 2026, p12

- **Recommendation 8**: The customer's capacity to pay must not be given less weight or balanced against the other considerations such as debt and consumption when negotiating payment plans.

Additional reforms that should be considered by this rule change process

The proposed rule change builds on work already invested by the Australian Energy Regulator (AER) in the:

- Towards Energy Equity vulnerability strategy[4]
- Gamechanger reforms[5]
- Payment Difficulty Framework Review.[6]

The proposed rule change is a welcome step, but its scope does not yet match the scale of evidence gathered through the AER's recent vulnerability, Gamechanger and Payment Difficulty Framework reviews.

We consider that there are practical changes to the National Energy Retail Rules (NERR) that can be implemented through this rule change process that would remove significant structural barriers preventing consumers experiencing vulnerability from accessing assistance.[7]

This would minimise harms associated with disconnection, such as:

- destabilising households, family life and wellbeing
- undermining health and safety
- causing psychological distress and social isolation
- entrenching financial difficulties and vulnerabilities.

Additional reforms that should be progressed through this rule change process

We consider the following reforms can be implemented through a rule change and would significantly increase protections for consumers experiencing vulnerability:

- **Remove the 'two strikes' payment plan rule**: Prompting engagement between customers with payment difficulty and their retailer is the key question governments and regulators have sought to solve for decades. Yet there are market rules that hinder this engagement from happening – hidden in plain sight.

  Rule 33(2) of the NERR states that a retailer is not required to offer a payment plan to a customer if the customer has had two (2) payment plans cancelled due to non-payment in the previous 12 months. The intent of the 'two strikes' rule is to help ensure customers have had at least two opportunities to adhere to a payment plan before the retailer pursues disconnection. But this one-size-fits-all rule, as currently applied, is not fit for purpose. Too often this rule simply prevents meaningful engagement from happening. See Case study 1 and Case study 7.

  While not all retailers apply the 'two strikes' rule strictly, it can operate as an automatic barrier to assistance. Retailers can miss engagement opportunities because they are focusing on whether the customer's payment plan history means they are obligated to help. Retailers can then ask for large lump sum payments the customer cannot afford, as they are no longer

[4] AER, *Towards energy equity – A strategy for an inclusive energy market*, October 2022
[5] AER, *Game changer – A package of reforms to improve outcomes for consumers in energy hardship*, November 2023
[6] AER, *Review of payment difficulty protections in the NECF – Findings Report*, May 2025
[7] EWON, *Spotlight On: The harms of disconnection*, April 2026

required to offer a payment arrangement or consider their capacity to pay. Payment plan history should be just one factor in a range of factors that retailers consider when assessing how they can assist a customer – not a barrier at a crucial moment of engagement.

- **Prohibit upfront payments to avoid disconnection, or for reconnection, for customers experiencing payment difficulties:** Explicitly prohibiting retailers from requiring an upfront payment for any customer experiencing payment difficulties would strengthen the retailer's existing affordability obligations.

  Demands for upfront payments do not only occur when a customer has had two incomplete payment arrangements in the past 12 months. This also occurs if the retailer does not effectively use engagement opportunities to identify a customer experiencing payment difficulties.

  Receiving a disconnection warning and getting disconnected both indicate potential payment difficulties. Customer engagement before or after disconnection is too valuable to waste by not paying attention to these indicators and inflexibly requiring a substantial payment the customer cannot make. See Case study 1 and Case study 2.

- **End disconnection for 'hardship' customers**: A customer is currently protected from disconnection if they are a 'hardship customer' (as defined in the NECF) and are adhering to a payment plan.[8]

  We are calling for disconnection to be prohibited for a 'hardship customer' regardless of whether they are adhering to a current, active payment plan. In current terminology (and strongly driving for the word 'hardship' to cease), this would protect those customers the retailer has identified as unable to make payments due to 'hardship', in accordance with their 'customer hardship policy'. Disconnecting these customers only worsens financial stress and further erodes the health, safety and stability for whole households, including vulnerable members like children.

Additional reforms that require changes to the Retail Law – the term 'hardship'

We recognise that bolder change will require amendments to the National Energy Retail Law (NERL), which is outside the scope of this rule change, such as removing the term 'hardship' from the NECF.

In a submission to the AER's Retail guidelines review, we recommended that the term 'hardship' should be removed from the NECF.[9] The term is a stigmatising label for individual customers, and does not reflect that the system of essential services – including energy – is unaffordable for some customers. A radical change in language would support self-identification and retailer identification of customers experiencing financial, personal or household challenges. Unless you change the terminology, you don't change the mindset.

The AER has explored opportunities to use alternative language in the draft Retail Guidelines by:

- significantly decreasing use of the term in the guideline section, intending only to use this term when legally required or where customer protections could otherwise become unclear under the current NECF requirements
- where the term is retained in the guideline, using it to refer to the program, not label customers, recognising that shame and stigma are key barriers to customers self-identifying or reaching out for assistance.

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[8] Rule 116(d), NERR

[9] EWON, EWOQ and EWOSA joint submission, *Retail guidelines review – Consultation paper*, 19 December 2025, p12

- where the term is retained in the standardised statements and refers to customer circumstances, using the softened phrase 'experiencing payment difficulties due to hardship' instead of the harsh label 'hardship' or 'financial hardship'.

We acknowledge that complete removal of the term 'hardship' from the NECF will be complex and potentially incremental, given the requirement to make significant amendments the NERR and the NERL. We welcome the initial steps taken by the AER to start changing terminology and, ultimately, mindsets. We also welcome the AER's commitment to continue progressing this issue, particularly in the Better Energy Customer Experience (BECE) process.[10]

We also acknowledge that the AER has taken additional steps beyond these rule change proposals, including writing to Energy Ministers with recommendations for changes to the NERL.[11]

We encourage the AEMC to similarly look for opportunities to change terminology and remove stigmatising language.

Retailers improving engagement practices to reach customers experiencing vulnerability
We note the recent rule change request submitted by the Energy and Climate Change Ministerial Council on requiring retailers and distributors to engage with customers in a way that meets their needs, and we will respond to this in due course.

Banning retailers from requiring documentary evidence to access payment difficulty assistance

Question 1.1. What are the impacts of not requiring documentary evidence from customers in accessing payment difficulty assistance?

See our answer to Question 1.2.

Question 1.2. Would banning retailers from requiring evidence to access payment difficulty assistance reduce barriers customers face in seeking support?

Banning retailers from requiring documentary evidence will help avoid unnecessary barriers that can delay or prevent customers accessing crucial assistance and building meaningful engagement with their retailer. Complaints to our offices show how crucial it is that retailers make the most of all engagement opportunities to build trust and provide support, without putting up barriers like requiring unaffordable upfront payments – see Case study 1 and Case study 2.

We do not see any evidence in our complaints suggesting that customers typically:

- misrepresent difficult financial, personal or household circumstances
- attempt to "misuse" payment difficulty assistance
- falsely claim to be unable to afford their energy.

Question 1.3. Should retailers be able to require documentary evidence for some kinds of payment difficulty assistance? Does this matter for some types of assistance more than others?

Recommendation 1: The ban on requiring documentary evidence must apply to all assistance a customer is entitled to under the NECF.

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[10] AER, *AER Retail Guidelines – Notice of draft instruments*, June 2026, p4

[11] AER, *Review of payment difficulty protections in the NECF – Letter to Energy Ministers*, May 2025

At a minimum, the ban on requesting documentary evidence should apply to all assistance a customer is entitled to under the NECF, such as:

- the obligation for a retailer to offer a payment plan if the customer self-identifies that they are experiencing payment difficulties, or the retailer otherwise believes the customer is experiencing payment difficulties
- all retailer obligations set out in the standardised statements that must be included in affordability policies.

Customers should not have to prove their eligibility with documentary evidence to access these fundamental protections. It risks creating unnecessary administrative burden and shame/stigma for customers experiencing, or at risk of experiencing, vulnerability.

Recommendation 2: The AEMC must avoid grey areas by making it clear in the rule where the ban does and does not apply, and requiring guidance be provided to retailers.

The rule must be clear as to what constitutes 'providing assistance' and whether this includes actions which go above and beyond NECF protections – such as substantial debt waivers and home appliance swap programs. This could include a requirement for guidance, such as the AER providing guidance in the Customer 'Hardship' Guideline or elsewhere in the newly combined Retail Guidelines. Case study 3 demonstrates the importance of clarity.

Requiring retailers to consider information or representations by customers (or third party) and changes of circumstances in determining capacity to pay/developing payment plans

Question 2.1. How should retailers consider information provided by consumers including via newer digital means (ie chatbots etc)?

We support the proposed rule change requiring:

- retailers to consider any information provided by a customer or a third party acting on their behalf regarding what the customer can reasonably afford to pay in determining the customer's capacity to pay
- payment plans to be reviewed and updated in response to any available information about changes in a customer's circumstances, including their capacity to pay, arrears and energy consumption needs.

Unaffordable payment arrangements drive complaints and lead to poor customer outcomes, including disconnection – see Case studies 1-2 and Case studies 4-6.

Recommendation 3: Retailers must not be able to automatically reset/change payment plan amounts without customer knowledge or consent.

The rule must be clearer about what the phrase 'reviewed and updated' means and when an update is allowed to occur. Currently, it is considered a breach of the NERL and NERR to automatically establish or reset a payment plan without regard to the relevant customer's capacity to pay.[12] The proposed rule should not open the door for retailers to automatically and unilaterally update

[12] Australian Energy Regulator v Origin Energy Electricity Ltd [2022] FCA 802; AER, *Customer Hardship Policy Guideline*, Version 1, March 2019, p25 (standardised statement 9)

payment plan amounts based on arrears and energy consumption alone, without the customer's knowledge, explicit agreement or opportunity to provide information on their capacity to pay.

Recommendation 4: Customers must be provided with clear information about the review/update process when they agree to a payment plan.

To avoid customer confusion and support engagement, the AEMC should consider including a requirement that when a retailer offers a payment plan, it must inform the customer of the process by which the payment plan may be reviewed and updated.

Recommendation 5: If retailers are required to consider capacity to pay information provided by newer digital means (eg chatbots), then retailers should be required to:

- treat contact via newer digital means as an engagement opportunity where their obligations under the NECF apply[13]
- retain records of interactions and provide to the customer if requested.

A customer cannot be under the impression that they are accessing suitable assistance from a retailer when they are not – see Case study 7. If retailers are required to consider capacity to pay information provided via newer digital means, then NECF obligation must apply – such as the requirement to communicate the retailer's affordability policy to a customer the retailer identifies as having potential affordability difficulties.[14] To ensure retailers are meeting their obligations, records of the digital interactions must be retained and readily available to customers.

Recommendation 6: The AEMC should consider the challenges retailers may face with customers and third-party representatives using newer digital means (eg AI agents) to interact with retailers via email and other digital means.

Our offices are beginning to see instances of customers using technologies like AI agents to interact via digital channels. Evolving at pace to meet changes in the ways Australians use technology is a challenge for the whole energy industry. For example, if there are signs in a webchat that a customer is using an AI agent to interact with a retailer, this could indicate the retailer cannot be sure the customer understands the terms of a payment plan.

Question 2.2. How should retailers consider information from third-party representatives (including, but not limited to, financial counsellors and community advocates) in determining a customer's capacity to pay? How is this information balanced against other factors, such as energy consumption and arrears?

Recommendation 7: Retailers must be required to treat interactions with third parties acting on behalf of customers as an engagement opportunity where their obligations under the NECF apply.

Retailers should consider information provided by third-party representatives as if it was information from the customer directly. Third parties should also be made aware of the customer's entitlements, so an engagement opportunity is not wasted. See Case study 4 and Case study 8.

Recommendation 8: The customer's capacity to pay must not be given less weight or balanced against the other considerations such as debt and consumption when negotiating payment plans.

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[13] For example, if the customer contacts their energy retailer after receiving a disconnection warning notice via a chatbot requesting a payment plan (Rule 111(1-3), NERR).

[14] Rule 71(1), NERR

Energy is an essential service. As such, there is a natural power imbalance between consumers and retailers when it comes to negotiating outcomes like payment plans.

The establishment of NECF is built on foundational consumer protections that recognise the need to balance the relationship between energy consumers and energy retailers, including:

- the obligation to supply – by requiring energy retailers to offer standing offers as the financially responsible market participant (FRMP)
- the requirement to offer payment plans with consideration of the customer's capacity to pay
- the requirement for retailers to develop and implement Customer Hardship Policies
- the general principle that disconnection must be a last resort
- the requirement for retailers to develop and implement Family Violence Policies
- access to external dispute resolution through ombudsman schemes.

These critical consumer protections are needed more than ever during times where energy affordability is a key issue faced by households.

We must not dilute these protections. Changing the balance or weight for consideration of the customer's capacity to pay would significantly reduce the effectiveness of payment plans as a consumer protection. Complaints to Ombudsman schemes indicate that energy retailers already start from a position of what the customer owes and what their consumption is when offering payment plans. See Case studies 1-2 and Case studies 4-6.

Appendix – Case studies

Case study 1 – Retailer inflexible about upfront payment for reconnection

A customer's electricity supply was disconnected for non-payment in November 2025. She contacted the retailer and advised that she could not make a payment for a few days until she received her next Centrelink payment. The retailer advised her it could not reconnect her without an immediate payment, and suggested she borrow money.

The customer contacted an Ombudsman scheme for assistance. She advised that she had medical conditions and was unable to work. She explained that she received $1,000 a fortnight from Centrelink, of which $700 went towards rent. She advised she could afford $50 a fortnight for the electricity account. The Ombudsman scheme spoke to the retailer, and it advised that the customer's account balance was over $7,000. There had been more than two unsuccessful payment arrangements in the past 12 months. The latest payment she had been able to make to her account was a $400 state government-funded emergency relief payment in September 2025. The call in response to the disconnection was the first contact from the customer in some time.

The retailer initially continued to decline to reconnect without an immediate payment. Although there were multiple clear signs of affordability difficulties, the retailer declined to offer a payment arrangement on the basis that the customer's history of unsuccessful payment plans meant it was not required to do so. However, the retailer ultimately agreed to a payment arrangement of $50 per fortnight under its affordability program to commence from the customer's next Centrelink payment. The customer's electricity was reconnected the same day. The retailer waived the disconnection and reconnection fees.

Case study 2 – Threatening disconnection if an upfront payment isn't made

The customer was on payment plans for both electricity and gas, and he and his wife were paying all they could. Sometimes they went without other things, and they had seen a financial counsellor, who agreed that they were paying all they could.

The customer contacted an Ombudsman scheme and claimed the retailer had threatened disconnection and debt collection if they didn't provide $11,000 within three months.

Contact with the retailer resulted in a 12-month payment plan being put in place for $25 per fortnight and the retailer agreed to advise the customer on how to reduce their energy usage.

Case study 3 – Systemic issue investigation relating to family violence protections

An Ombudsman scheme office investigated a potential systemic issue where it appeared a retailer may not have complied with NERR Rule 76I, prohibiting a retailer from requiring documentary evidence of family violence as a precondition to applying the protections. The systemic issue investigation found that the retailer had requested documentary evidence of an occupancy period in order to provide a substantial debt waiver to the customer, above and beyond applying required protections. This did not appear to be a clear breach as the information requested by the retailer was not for the purpose of applying the family violence protections under the NERR. The retailer provided detailed information on the internal processes in place to ensure compliance with family violence protections.

Case study 4 – Retailer misses signs of payment difficulties

An elderly customer received a notice in December 2025 advising her electricity supply may be disconnected due to non-payment. She also received a voicemail from the retailer advising she could be at risk of disconnection. She had received a bill for $600 in November 2025. She had paid two instalments of $150 toward the bill, leaving $300 owing. The advocate (the customer’s son) contacted the retailer to discuss his mother’s circumstances. He considers the retailer did not offer a payment arrangement or assistance under its affordability program, or provide any assurance that the disconnection would not go ahead.

He contacted an Ombudsman scheme for help. The Ombudsman scheme spoke to the retailer, and it confirmed there was no disconnection request in place. The customer had not been on any previous payment arrangements. There were clear signs of potential payment difficulties, including that the customer received a pension and had a recent history of partial and late payments. The retailer agreed to discuss an affordable payment arrangement with the advocate and customer, including potential referral to its affordability program if a standard payment arrangement was not affordable. The Ombudsman scheme also discussed other assistance with the advocate such as state government-funded emergency relief payments.

Case study 5 – Retailer does not accept customer advice of capacity to pay

A customer was on a $70 per fortnight payment plan for her electricity account. Her retailer contacted her and asked her to increase the payments due to the arrears of $10,000. She advised she could afford to increase it to $100, but the retailer advised she must increase it to $400 per fortnight. She advised that if she tried to pay $400 per fortnight, she would not be able to afford living expenses and medication for herself and her two small children. She did not agree to the unaffordable payment plan. The retailer referred her to seek financial counselling and state government-funded emergency relief payments. She contacted an Ombudsman scheme for help.

The retailer advised the Ombudsman scheme that it had assisted the customer on its affordability program for a number of years, but could no longer continue with a payment arrangement that was less than the customer’s ongoing usage of about $180 per fortnight. The retailer had requested she increase the payments to $385 per fortnight, and been unable to reach an agreed amount with the customer.

As a resolution to the complaints, the retailer agreed to a payment arrangement of $100 per fortnight, to be reviewed after 3 months. The retailer advised it would provide support to the customer to try and reduce her usage in that time. The customer was given clear information that there would be further discussion of her capacity to pay after 3 months. The retailer also waived $1,000 of the customer’s debt. The customer advised the Ombudsman scheme that she was happy the retailer had now accepted the advice that she could not afford more than $100.

Case study 6 – Retailer inflexible about payment arrangement

A customer was on a payment arrangement of $100 per fortnight under a retailer’s affordability program. The retailer asked her to increase payments to $200, which she accepted. It later asked her to increase the payments to $350 per fortnight due to the arrears of over $8,000. This amount was not affordable, but she felt pressured to accept the arrangement to avoid being at risk of disconnection. The arrangement left her in financial stress as a single mother of two young children. She contacted the retailer to ask if she could pause the $350 payment for one fortnight as she had to pay to have her car repaired, but the retailer declined. She contacted an Ombudsman scheme for assistance as she did not want to miss the payment and be at risk of disconnection, but she could not afford to make the payment and pay to have her car repaired.

The Ombudsman scheme spoke with the retailer and it agreed to cancel the payment plan to allow the customer time to pay for her car repairs, and then contact the customer again after a fortnight to negotiate a new Centrepay payment plan. The retailer committed to having further discussions of capacity to pay with the customer and potentially reducing the fortnightly amount.

Case study 7 – Online payment plan does not stop disconnection

A customer received a notice dated 28 May 2026 advising that disconnection of her electricity supply was imminent for non-payment. The balance of her electricity account was $1,400. On 1 June 2026, she went online and set up a payment plan of $91 per fortnight to commence 5 June 2026. However, her power was still disconnected on 4 June 2026. She contacted the retailer by phone and made an upfront payment of $40 to be reconnected. The retailer told her the reconnection would take place within a few hours. She contacted an Ombudsman scheme as the power was still disconnected after that timeframe passed. She had a sick daughter at home and was worried about being without power for a prolonged period.

The Ombudsman scheme spoke with the retailer and it advised the delay reconnecting was due to an issue with the remote reconnection. The reconnection was completed on 5 June 2026.

The retailer advised the Ombudsman scheme that the customer would have needed to call them about a payment arrangement in order for the disconnection to be cancelled in time. It was unclear if the customer could have set up a payment plan for any less than $91 or been referred to the affordability team via the online method, so it was not confirmed whether the online method could adequately take into account a customer's capacity to pay. Records provided by the retailer indicated the customer received an email on 1 June 2026 confirming the payment arrangement of $91 per fortnight was in place. The retailer also advised it considered the disconnection reasonable because the customer had a history of broken arrangements, including more than two in the past 12 months.

The Ombudsman scheme noted that it was reasonable for the customer to think she had taken the required steps to prevent the disconnection from going ahead. The Ombudsman scheme advised that it considered the disconnection non-compliant on the basis that the customer engaged and set up a payment plan.

The retailer applied a goodwill credit of $200 and waived disconnection and reconnection fees in recognition of the error with the payment plan. The retailer retained the $91 per fortnight payment plan in place, as per the customer's advice on her capacity to pay.

Case study 8 – Customer reconnected with assistance of third-party representative

A customer had her electricity supply disconnected on 10 June 2025 for non-payment of a balance of $726. She sought the assistance of a social worker. The social worker discussed the energy account with the retailer with the permission of the customer. The social worker explained to the retailer that the customer had been going through treatment for a serious illness. She had a young son and was caring for her mother, who also had a serious illness. Because of her difficult circumstances, she had not been making payments to the energy account and had not been in a position to respond to the retailer's contact attempts and written notices.

On the basis of the social worker's advice, the retailer referred the customer to its affordability program. The customer was placed on a payment arrangement of $50 per fortnight under the affordability program, which the customer confirmed was affordable. The retailer raised the reconnection request on this basis. The social worker also requested a copy of the customer's latest bill so that she could arrange for the community group she worked for to make a contribution of $400 toward the energy account, which the retailer agreed to send.

The social worker then contacted an Ombudsman scheme for general advice on disconnection and reconnection processes. Once the customer confirmed her power was reconnected the same day, the social worker advised they did not need further assistance from the Ombudsman scheme at that time.