PROCEDURE CHANGE REQUEST (PCR)

Summary Section

Issue Number	IN013/19W		
Impacted Jurisdiction(s)	1.0		
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Date proposal (GMI) sent to AEMO	Tuesday, 9 July 2019	**Date PCR issued/received**	Thursday, 6 February 2020
Short Issue Title	Proposed amendment to clause 32, Retail Market Procedures (RMP) (WA)		
Other key contact information	grcf@aemo.com.au		

VERSION #	PRESENTED TO	DATE
1.0	GRCF	6 February 2020

PROCEDURE CHANGE REQUEST (PCR)

1.   DESCRIPTION OF CHANGE(S) AND REASONS FOR CHANGE(S)

Issue:

Clause 32 of the Retail Market Procedures (RMP) WA requires participants to investigate errors or inaccuracies in items of the AEMO standing data as a result of lodging an incorrect transfer request and to resolve incorrect transfers in a timely manner by way of Error Correction Notices (ECN).

A user must as soon as practicable, and in any event within 10 business days, investigate the error or inaccuracy.

AEMO has been advised that there have been instances where incorrect customer transfers have not been resolved within 10 business days as required by the RMP. This has resulted from some retailers delaying resolution of the incorrect transfer/s by notifying the other retailer after more that 10 business days that the investigation remains ongoing and to call back in a further 10 business days. This has resulted in incorrect customer transfers not being resolved for weeks and in some instances, months.

The current drafting of Clause 32 of the RMP WA may not support the goal of identifying and rectifying an incorrect customer transfer in a timely manner (within 10 business days).

Kleenheat, Alinta and AGL have proposed a new drafting of Clause 32 to clarify the outcomes for retailers.

Proposal:

This PCR proposes to amend clause 32 and other relevant clauses of the RMP WA to clarify that participants must rectify incorrect transfers within a defined period. Similar to changes in the National Electricity Market, this proposal also introduces the concept of the provision of evidence in the form of an Explicit Informed Consent (EIC) between retailers.

This proposal recommends the steps each party should take to rectify an error in the standing data as a result of a transfer notice lodged with AEMO resulting from actions of a user or the network operator. The proposed steps include the following:

- Retailer identifies potential error, or is advised of an error

- Retailer investigates the error, and identifies if there is an error within a specified period of time

- If an error is identified, Retailer notifies the other affected Retailer

- The other affected Retailer investigates the error and confirms if there is an error within a specified period of time

- Retailers work together to rectify the error

- When the Retailers have identified and confirmed the error, or the Current Retailer does not identify and confirm the error within 10 business days, the Previous Retailer may lodge an ECN and the Current Retailer must accept that ECN

2.   REFERENCE DOCUMENTATION

Procedure Reference

RMP WA

GIP/Specification Pack Reference

Specification Pack V8.1

Other Reference

NA

3. THE HIGH LEVEL DETAILS OF THE CHANGE TO THE EXISTING PROCEDURES

This PCR proposes to:

- Replace existing clause 32 of RMP WA with clauses 32A and 32B
- Amend the cross reference to clause 32 in clauses 2, 18, 26, 35, 36, 42, 77 and 78.

A marked up version of the Procedure change is provided in Attachment A.

4. CONSEQUENCES FOR MAKING OR NOT MAKING THE CHANGE(S)

If a retailer does not resolve an incorrect transfer notification within a certain period, the affected customer will continue to incur a negative experience in terms of not being with the retailer they consented to being with. This means billing systems between retailers will also be affected during the incorrect transfer period.

5. EXPLANATION REGARDING THE ORDER OF MAGNITUDE OF THE CHANGE(S)

The proposed changes may have minimal or no process impact, and as such, AEMO considers the order of magnitude of this change is 'non-substantial'.

6. LIKELY BENEFITS FOR INDUSTRY AS A WHOLE

It is anticpated that the benefit for retailers will be to:

- Understand and be more likely to meet their compliance obligations to ensure incorrect customer transfers are resolved within a specified period of time once an error is brought to their attention
- Reduce the risk of negative reputational impact because of reduced customer trust due to long time periods to rectify erroneous transfers

7. THE LIKELY IMPLEMENTATION EFFECT OF THE PROPOSAL ON INDUSTRY IN GENERAL AND/OR ANY IDENTIFIED PARTIES

Retailers are anticipated to avoid unnecessary additional resources required to follow-up other retailers about incorrect transfers.

As noted above, it is anticipated that the proposed change will reduce or eliminate negative experiences for the incorrectly transferred customer.

8. TESTING REQUIREMENTS

Not applicable

9. SUPPORTING DOCUMENTATION

Refer to Attachment A

10.   IF APPLICABLE, A PROPOSED EFFECTIVE DATE FOR THE PROPOSED CHANGED PROCEDURES TO TAKE EFFECT AND JUSTIFICATION FOR THAT TIMELINE.

Subject to all necessary approval's, AEMO proposes the following timeframe

- Issue PCR 10 February 2020

- Submission on PCR close 24 February 2020

- Issue IIR 6 March 2020

- Submission on IIR close 6 April 2020

- AEMO decision on whether to proceed with Economic Regulation Authority (ERA) submission by middle of April 2020

If AEMO decides to proceed with an ERA submission for IN013/19W, AEMO will align it with the next ERA submission in the interest of efficiency.

ATTACHMENT A – DOCUMENTATION CHANGES (SEE SECTION 3)

Blue underline represents additions Red and strikeout represents deletions – Marked up changes

Extract from RMP WA

2. Definitions

"error correction notice" means a *notice* under clause 32(6)32A(7) to *AEMO* regarding a correction to the *AEMO standing data* for a *delivery point* as a result of an incorrect *delivery point transaction*.

18. AEMO registry is deemed to be correct

(1)   If there is an inconsistency between an item of the *AEMO standing data* for a *delivery point* and an item in another database, then for the purposes of these *procedures* and in the absence of manifest error the *AEMO standing data* is deemed to be correct.

(2)   Nothing in clause 18(1) limits *participants'* obligations to lodge a *data change notice* under clause 27 or an *error correction notice* under clause 3232A or 32B.

26. Participants must keep AEMO registry accurate

(1)   Without limiting clause 27 or clause 3232A and 32B, a *participant* must not knowingly permit the *AEMO registry* to be materially *inaccurate*.

(2)   A *network operator* may discharge its duty under clause 26(1) by, as soon as practicable:

  (a)   lodging a *data change notice* under clause 27(1)(a); or

  (b)   *notifying AEMO* under clause 27(1)(b) that multiple *data change transactions* are required and should be dealt with as a bulk *transaction*; or

  (c)   lodging an *error correction notice* under clause 32(3)32A(3) in respect of having lodged an incorrect *new connection confirmation notice* or incorrect *permanent removal confirmation notice*; or

(3)   A *current user* may discharge its duty under clause 26(1) by, as soon as practicable notifying:

  (a)   the *previous user* under clause 32(1)(a)32A(1) that it incorrectly lodged a *transfer request*; or

  (b)   the *network operator* under clause 32(1)(b)32B(2).

(4)   A *previous user* may discharge its duty under clause 26(1) by, as soon as practicable lodging an *error correction notice* under clause 32(2)32A(2) in respect of an incorrect *transfer request* having been lodged by the *current user*.

32. ~~Error correction notice~~<u>There is no clause 32</u>

(1) ~~If a *current user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as a result of:~~

    (a) ~~lodging an incorrect *transfer request* with *AEMO,* then the *current user* must as soon as practicable and in any event within 10 *business days notify* the *previous user* of this fact. The *previous user* must as soon as practicable and in any event within 10 *business days* investigate the error or inaccuracy.~~

        (i) ~~There is no clause 32(1)(a)(i)~~

        (ii) ~~There is no clause 32(1)(a)(ii)~~

        (iii) ~~There is no clause 32(1)(a)(iii)~~

        (iv) ~~There is no clause 32(1)(a)(iv)~~

    (b) ~~the *network operator* having lodged an incorrect *delivery point transaction* with *AEMO* in respect of a *new connection confirmation notice* or *permanent removal confirmation notice* — the *current user* must as soon as practicable and in any event within 10 *business days notify* the *network operator* of this fact.~~

    (c) ~~the *previous user* notifying the *current user* of the error or inaccuracy, then the *current user* must investigate the error or inaccuracy and *notify* the *previous user* of the outcome as soon as practicable and in any event within 10 *business days*.~~

(2) ~~If a *previous user* is notified under clause 32(1)(a) or clause 32(1)(c) and chooses to lodge an *error correction notice* for the *delivery point* with *AEMO* then it must do so as soon as practicable and in any event within 10 *business days* of being notified by the *current user*.~~

(3) ~~If a *network operator* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as the result of:~~

    (a) ~~being notified by the *current user* under clause 32(1)(b); or~~

    (b) ~~lodging an incorrect *delivery point transaction* with *AEMO* in respect of *new connection confirmation notice* or *permanent removal confirmation notice*,~~

    ~~then subject to clause 32(4), it must as soon as practicable lodge an *error correction notice* for the *delivery point* with *AEMO*.~~
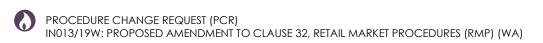
(4) ~~Before a *network operator* lodges an *error correction notice* as a result of clause 32(3)(b), it must *notify* the *current user* that it intends to lodge such a *notice*.~~

(5) ~~A *previous user* or a *network operator* may only lodge an *error correction notice* in respect of an incorrect *delivery point transaction*.~~

(6) ~~An *error correction notice* must specify at least the following information:~~

    (a) ~~the MIRN; and~~

    (b) ~~the GBO identification of the participant lodging the notice; and~~

    (c) ~~the type of delivery point transaction that needs to be corrected; and~~

    (d) ~~the date the delivery point transaction was completed, so that if the error correction notice relates to:~~

(i) ~~an incorrect *transfer*, the *transfer day* on which the *transfer* was purported to have occurred; or~~

(ii) ~~an incorrect *new connection confirmation notice*, the day on which the *MIRN* was purported to have become *commissioned*; or~~

(iii) ~~an incorrect *permanent removal confirmation notice*, the day on which the *MIRN* was purported to have become *deregistered.*~~

32A   Error resulting from user transfer

(1)   If a *current user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as a result of lodging an incorrect *transfer request* with *AEMO*, then the *current user* must as soon as practicable, and in any event within 10 *business days* of becoming aware of the error or inaccuracy, *notify* the *previous user* of this fact and whether the error or inaccuracy involved the *customer* alleging *explicit informed consent* was not obtained for the *transfer request*.

(2)   If a *previous user* is notified under clause 32A(1), then they must as soon as practicable and in any event within 10 *business days* of being notified:

(a)   investigate and identify the error or inaccuracy; and

(b)   if they choose to, lodge an *error correction notice* for the *delivery point* to *AEMO* and as soon as practicable notify the *current user* that it has lodged an *error correction notice* and the *current user* must accept this *error correction notice*.

(3)   If the *current user* fails to *notify* the *previous user* of an error or inaccuracy within 10 *business days* in accordance with clause 32A(1), the *previous user* may choose to lodge an *error correction notice* for the *delivery point* with *AEMO* as soon as practicable.

(4)   If an *error correction notice* is lodged under clause 32A(3) the *previous user* must as soon as practicable notify the *current user* that it has lodged an *error correction notice* and the *current user* must accept this *error correction notice*.

(5)   Notwithstanding clause 32A(3), if a *current user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as a result of lodging an incorrect *transfer request* with *AEMO* involved the *customer* alleging *explicit informed consent* was not obtained for the *transfer request* then the *current user* must as soon as practicable and in any event within 10 *business days*:

(a)   provide the *customer* with the record of the *explicit informed consent*; or

(b)   if the *explicit informed consent* was not obtained, *notify* the *previous user* that the *transfer* was made in error and *notify* the *customer* of the rule in clause 32A(6).

(6)   Within 10 *business days* of being notified by the *current user* under clause 32A(5)(b) the *previous user* must submit an *error correction notice* to *transfer* the *customer* back to them and the *current user* must accept this *error correction notice*.

(7)   An *error correction notice* must specify at least the following information:

(a)   the *MIRN*;

(b)   the *GBO identification* of the *participant* lodging the *notice*;

(c)   the type of *delivery point transaction* that needs to be corrected;

(d)   the *date* the *delivery point transaction* was completed, so that if the *error correction notice* relates to:

   (i)   an *incorrect transfer*, the *transfer day* on which the *transfer* was purported to have occurred; or

   (ii)   an *incorrect new connection confirmation notice*, the *day* on which the *MIRN* was purported to have become *commissioned*; or

   (iii)   an *incorrect permanent removal confirmation notice*, the *day* on which the *MIRN* was purported to have become *deregistered*.

32B   Error resulting from network action

(1)   If a *user* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* as a result of the *network operator* having lodged an incorrect *delivery point transaction* with *AEMO* in respect of a *new connection confirmation notice* or *permanent removal confirmation notice* then, the *user* must as soon as practicable, and in any event within 10 *business days* of becoming aware of or being notified of the error or inaccuracy, *notify* the *network operator* of this fact.

(2)   If a *network operator* becomes aware of an error or inaccuracy in an item of the *AEMO standing data* then subject to clause 32B(3), it must as soon as practicable and in any event within 10 *business days* of becoming aware of or being notified of the error or inaccuracy, lodge an *error correction notice* for the *delivery point* with *AEMO*.

(3)   Before a *network operator* lodges an *error correction notice* as a result of clause 32B(2), it must *notify* the affected *users* that it intends to lodge such a *notice*.

(4)   A *previous user* or a *network operator* may only lodge an *error correction notice* in respect of an *incorrect delivery point transaction*.

35. If error correction notice is valid

Upon receipt of a valid *error correction notice* lodged under clause ~~32(1)~~32A(2)(b) or 32A(3) or 32A(6) or 32B(2), *AEMO* must

36. Error correction objection (in respect of an incorrect transfer)

(3)   An *error correction objection* is valid only if:

(a)   it corresponds to an *open error correction notice* lodged under clause ~~32(1)~~32A(2)(b) or 32A(3) or 32A(6) or 32B(2), in respect of a correction to a *transfer*; and

42. Cancellation of error correction transaction

If, *AEMO* does not receive a valid *error correction objection withdrawal notice* within the time period specified under clause 39(1), *AEMO* must:

(a)   forthwith *cancel* the *error correction transaction*; and

(b)   *promptly notify* the affected *participants* that the *error correction transaction* has been *cancelled*.

> {Note: A *previous user* wishing to reinitiate an *error correction transaction* in respect of a *transfer request* that has been *cancelled* must lodge a new *error correction notice* under clause ~~32(2)~~32A(2).}

77. Transfer errors

(1)   If, due to a *transfer error* or otherwise, the wrong *user* is recorded in the *AEMO registry* as the *current user*, then *AEMO* and the affected *users* must cooperate to correct this error by either:

(a)   a *user* lodging an *error correction notice* under clause ~~32(2)~~32A(2); or

78. Move in defined

A "move in" occurs when:

(a)   a *small use customer* commences occupation of premises; and

(b)   there is an associated change of *user* for the *delivery point* which supplies gas to the premises.

> {Note: In the event that a *current user* becomes aware of an error as the result of lodging an incorrect *transfer request* with *AEMO* and an *error correction notice* is raised per clause ~~32~~32A or 32B, the new *transfer request* should not be specified as a *move in* per clause 81(2) unless the definition of a *move in* per clause 78 would apply to that new *transfer request*}