

# IMPACT & IMPLEMENTATION REPORT (IIR)

## Summary Section

<b>Issue Number</b>	IN013/19W		
<b>Impacted Jurisdiction(s)</b>	Western Australia (WA)		
<b>Proponent</b>	Nina Telford	<b>Company</b>	Kleenheat
<b>Affected Gas Market(s)</b>	<ul style="list-style-type: none"> <li>Retail</li> </ul>	<b>Consultation process (Ordinary or Expedited)</b>	Ordinary
<b>Industry Consultative forum(s) used</b>	GRCF	<b>Date Industry Consultative forum(s) consultation concluded</b>	Monday, 24 February 2020
<b>Short Description of change(s)</b>	Proposed amendments to clause 32 and other relevant clauses of the Retail Market Procedures (RMP) WA to clarify that participants must rectify incorrect transfers within a defined period		
<b>Procedure(s) or Documentation impacted</b>	RMP WA		
<b>Summary of the change(s)</b>	Replace existing clause 32 in RMP WA with clauses 32A and 32B and amend the cross reference to clause 32 in clauses 2, 18, 26, 35, 36, 42, 77 and 78 of RMP WA and GIP/Specification Pack.		
<b>IIR Prepared By</b>	Nandu Datar	<b>Approved By</b>	Michelle Norris
<b>Date IIR published</b>	6 April 2020	<b>Date Consultation under clause 383 or 384 concludes</b>	6 May 2020
<b>Email Address for Responses</b>	grcf@aemo.com.au		
<b>Other key contact information</b>	NA		



## IMPACT & IMPLEMENTATION REPORT

### CRITICAL EXAMINATION OF PROPOSAL

#### 1. DESCRIPTION OF ISSUE

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 than 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 responsibilities of retailers to improve customer outcomes.

Proposal:

This IIR 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
- 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
- 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 V7.0

### **GIP/Specification Pack Reference**

SA/WA Interface Control Document (ICD) V5.0

Specification Pack Usage Guide V8.1

### **Other Reference**

NA

## **3. OVERVIEW OF CHANGES**

As outlined in Section 1, this IIR proposes to:

- Replace existing clause 32 of RMP WA with clauses 32A and 32B
- Amend the cross reference to clause 32 in RMP WA clauses 2, 18, 26, 35, 36, 42, 77 and 78
- Amend the cross reference to clause 32 in SA/WA ICD sections 8.1.1 and 8.8.2

A marked-up version of the Procedure and Gas Interface Protocol (GIP)/Specification Pack changes is provided in Attachments A and B.

## **4. LIKELY IMPLEMENTATION EFFECTS AND REQUIREMENTS**

It is anticipated that retailers will avoid unnecessary additional resources which are currently required to follow-up other retailers about incorrect transfers.

It is also anticipated that the proposed change will improve customer outcomes by reducing or eliminating negative experiences for the incorrectly transferred customer.

## **5. OVERALL COST AND BENEFITS**

There may be minimal costs incurred by the Retailers in implementing this change. It is anticipated that the benefit for retailers will be to:

- Avoid unnecessary additional resources required to follow-up other retailers about incorrect transfers
- Understand and be more likely to meet their compliance obligations to ensure incorrect customer transfers are resolved within a specified period 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

## **6. MAGNITUDE OF THE CHANGES**

The proposed changes may have minimal or no process impact.

AEMO considers the order of magnitude of this change is 'non-substantial'.



## 7. AEMO'S PRELIMINARY ASSESSMENT OF THE PROPOSAL'S COMPLIANCE WITH THE CLAUSE 378 OF THE RMP

<p>Ensure that the retail gas market operates and is governed in a manner that is,</p> <ul style="list-style-type: none"> <li>(i) open and competitive;</li> <li>(ii) efficient; and</li> <li>(iii) fair to participants and their customers</li> </ul>	<p>AEMO's view is that the proposed change will continue to promote competition, is not unreasonably costly to implement and doesn't disadvantage participants or their customers.</p>
<p>Ensure compliance with all applicable laws</p>	<p>AEMO's view is that the proposed changes are consistent with the applicable laws</p>
<p>Ensure effective consultation occurs and gives stakeholder's opportunities to provide feedback of the proposed changes</p>	<p>AEMO's view is that the stakeholders have already provided feedback to the Procedure Change Request (PCR) and are invited to provide additional feedback as part of this round of consultation</p>

## 8. CONSULTATION FORUM OUTCOMES

On 10 February 2020 AEMO published on its website a PCR that recommended minor documentation changes as described in Attachments A and B. Registered participants and interested stakeholders were invited to make submissions. The period to provide submissions ended on the 24th February 2020.

AEMO received submissions from Synergy, AGL, Alinta, Origin Energy and Simply Energy. The feedback provided by the participants prompted AEMO to perform further analysis which included legal review of what had been originally proposed by Kleenheat.

AEMO made the decision to prepare and publish a draft response to the feedback received from participants, and also organised a meeting held on the 5th March 2020 to discuss with participants AEMO's response and attempt to achieve a consensus that would allow AEMO to proceed with preparing the IIR. During the meeting further amendments were identified by the participants. AEMO agreed with a request from the participants for a further review of amendments to the clauses and to publish a revised draft response for stakeholder feedback. The period to provide submissions to the draft response which included amendments discussed at the 5 March 2020 meeting, closed on the 20<sup>th</sup> of March 2020. AEMO received further feedback from Synergy, Alinta and Origin Energy. Synergy supported the proposed changes, however Alinta and Origin Energy identified further issues. AEMO has subsequently addressed those issues to participants satisfaction by making further amendments as requested.

Simply Energy's initial feedback indicated no support for the initiative. In responding to Simply Energy's feedback, AEMO considers the inclusion of specific timeframes for resolving errors and inaccuracies, and clarifying the requirements relating to situations involving customers alleging explicit informed consent not being obtained will reduce ambiguity.

Subsequently Simply Energy provided additional feedback indicating that they were comfortable with the change, but also raising a further concern relating to retailers using the ECN as a retention strategy. Whilst AEMO understands Simply Energy's concern, it is suggested that any concerns relating to a retailer using



the ECN provisions for a purpose that is not within the procedures are reported to AEMO so that the compliance process in the procedures can be applied.

A full list of participant feedback received and AEMO's responses is provided in Attachment C.

## **9. AUTHORISATION REVIEW**

The Australian Competition and Consumer Commission (ACCC) granted Authorisations to REMCo to operate Chapter 5 (Allocation, Reconciliation and Swing) and Chapter 6 (Compliance and Interpretation) of the RMPs and associated ancillary deeds. The ACCC approved variations to the Authorisations to enable REMCo to transfer administration to AEMO.

Authorisation is a process where the ACCC may grant protection from legal action for anti-competitive conduct that might otherwise breach the Competition and Consumer Act 2010 (the CCA) where there is an offsetting public benefit from the conduct.

Changes to the RMP Chapters and ancillary deeds covered by the Authorisations must be assessed to determine whether the change impacts the Authorisation.

Because this proposal requires no changes to any of the clauses in Chapters 5 and 6 of the RMP or ancillary deeds covered by the Authorisations, a review of the ACCC Authorisations is not required.



## **IMPACT & IMPLEMENTATION REPORT – RECOMMENDATION(S)**

### **10. SHOULD THE PROPOSED PROCEDURES BE MADE?**

AEMO recommends that the proposed changes to the RMP WA as described in this IIR should be made.

### **11. PROPOSED TIMELINES**

Subject to all necessary approvals, AEMO proposes the following timeframe:

- Issue IIR 6 April 2020
- Submission on IIR close 6 May 2020
- AEMO decision on whether to proceed with Economic Regulation Authority (ERA) submission by end of May 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

**Yellow** highlight represents changes made in response to the PCR.

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 ~~32~~32A or 32B.

26. Participants must keep AEMO registry accurate

- (1) Without limiting clause 27 or clause ~~32~~32A 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)~~32B(2)~~ 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*.



~~(4)(5) A previous user or a network operator may only lodge an error correction notice in respect of an incorrect delivery point transaction.~~

### 32. ~~Error correction notice~~ There is no clause 32

- ~~(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) Subject to clause 32A(5), 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.

{Note – the current user may become aware of an error or inaccuracy through its own processes or as a result of being notified by another person such as the previous user or a customer.}

- (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) Subject to clause 32A(5), 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.~~

{Note – the previous user would know if the current user has failed to notify the previous user within 10 business days if, for example, the previous user was the person that notified the current user of the error or inaccuracy.}

- ~~(3)(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.~~

- ~~(4)(5) Notwithstanding clause 32A(3), if a current user becomes aware of an possible error or inaccuracy in an item of the AEMO standing data as a result of lodging an incorrect transfer request with AEMO which 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 if the explicit informed consent was obtained, notify the previous user of that fact; 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).
- (c) if the previous user was notified in 32A(5)(b) then the previous user where reasonably practicable notify the customer that they have commenced the proceedings to transfer them back.

~~(5)~~(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.

~~(6)~~(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*}



## ATTACHMENT B – SUMMARY OF AEMO SPECIFICATION PACK CHANGES.

Title of document and any notes.	Ver #	Summary of the change
SA/WA Interface Control Document.	5.0	Update clause reference 32 in section 8.1.1 to 32A and in 8.8.2 to 32B
FRC B2B System Interface Definitions	4.6	None
FRC B2M-B2B Hub System Specifications	3.8	None
FRC B2M-B2B Hub System Architecture	3.6	None
FRC CSV Data Format Specification	3.3	None
Connectivity Testing and Technical Certification (WA only)	3.7	None
Readiness Criteria (WA Only)	2.3	None
B2B Service Order Specifications, Part 1 and Part 2,	2.3 and 3.3	None
Usage Guidelines	8.1	Amend the version numbers for each of the above artefacts that have been updated.

## ATTACHMENT C – SUBMISSIONS RECEIVED FOR PROCEDURE CHANGE REQUEST IN013/19W AND FURTHER FEEDBACK RECEIVED ON 20 MARCH

Ref #	Stakeholder	Clause/Section ref.	Issue/Comment	Proposed Text <del>Red-Strikeout</del> means Delete and <u>Blue Underline</u> means Insert	AEMO Response
Submissions received for Procedure Change Request					
1	Synergy	RMP New	<p>Suggestion for regulatory clarity.</p> <p>Please consider including a definition of “erroneous transfer”.</p> <p>It is important to a note an “erroneous transfer” should be a statement of fact and clearly establish whether the RMP has been breached.</p> <p>In addition, an erroneous transfer would also effect a positive audit finding under clause 350 of the RMP.</p>	<p><u>“erroneous transfer” means a transfer the was made without the explicit informed consent of the customer that was transferred</u></p>	<p>It’s not clear why such a definition is required, as it appears it would be limited only to the proposed clause 32A.</p> <p>AEMO also notes that breaches of Procedures are determined under the process in Chapter 6 of the Procedures not as part of definitions.</p>
2	Synergy	RMP New and Proposed 32A(2), 32A(6)	<p>Suggestion for regulatory clarity in relation to rectifying an erroneous transfer.</p> <p>Please consider adding an overarching provision that will make clear the obligations of the different parties in ensuring an “erroneous transfer” is rectified – focusing on protecting the customers rights.</p>	<p><u>In relation to rectifying an erroneous transfer under 32A, all affected participants, the network operator and, if applicable, AEMO must act in good faith to ensure that the rights and obligations of the affected customer are as they</u></p>	<p>AEMO does not consider an overarching provision is required given the specific obligations in the proposed clause 32A.</p>

Ref #	Stakeholder	Clause/Section ref.	Issue/Comment	Proposed Text <del>Red-Strikeout</del> means Delete and <u>Blue Underline</u> means Insert	AEMO Response
3	Synergy	RMP New and Proposed 32A(2), 32A(6)	Suggestion for regulatory clarity in relation to rectifying an erroneous transfer and correcting standing data.  Please consider whether this provision is required so that there is regulatory certainty on the dates that should be reflected in standing data.	<u>would have been if the erroneous transfer had not occurred.</u>  <u>If an error correction notice is to rectify an erroneous transfer, then the transfer occurs at the start of the gas day on the date of the erroneous transfer.</u>	Clause 47(a) of the Procedures already provides that, unless the procedures state otherwise, an error correction transaction takes effect as from, in respect of a transfer, the start of the transfer day on which the transfer was purported to have occurred.
4	Synergy	RMP Proposed 32A(5)	Please consider from a governance point of view whether a record of the explicit informed consent needs to be provided to AEMO in relation to its function under RMP and clause 25 of the RMP.		AEMO does not consider a record of EIC needs to be provided to AEMO, as clause 79 places the obligation to obtain explicit informed consent on the incoming user and clause 26 places the duty on users (in accordance with the error correction process) to ensure the AEMO registry is not materially inaccurate by correcting incorrect transfer requests.
5	Synergy	RMP 350(2)	A compliant transfer request under the RMP requires explicit informed consent in order to protect the interests of customers and retailers.  The PCR explains that:	For each calendar year, a <i>user</i> must appoint an <i>auditor</i> , having regard to clause 353, to undertake a <i>negative assurance audit</i> of the <i>user's</i> compliance during the year with clauses <u>32A</u> ,	AEMO notes that conducting negative assurance audit for clause 32A could increase the cost for Retailers and requests feedback about acceptance of this change from other Retailers.

Ref #	Stakeholder	Clause/Section ref.	Issue/Comment	Proposed Text <del>Red-Strikeout</del> means Delete and <u>Blue Underline</u> means Insert	AEMO Response
			<p>"...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 than 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..."</p> <p>Therefore, in order to address this systemic issue and ensure the likely benefits in PCR item 6 will be realised – please consider subjecting the erroneous transfer process to the negative assurance audit process.</p>	55A, 72(1), 72(4), 74A, 79(1), 79(4), 166A and 349.	During the meeting to discuss participant feedback held on 5 March 2020, none of the participants were in favour of making this change.
6	Origin	RMP Proposed 32A	Origin Energy support the 10-business day notification period however seeks clarification whether the Retailer needs to show evidence of EIC?		The proposed new clause 32A(5)(a) requires the <i>current user</i> to provide the <i>customer</i> with the record of the <i>explicit informed consent</i> .
7	Origin	RMP Proposed 32B	Origin Energy requests examples of inaccuracies where this would apply.  The assumption is that this would be related to where there is cross/transposed metering		AEMO received the following feedback from WA Network Operator ATCO,  'From a network operator's perspective an example of when ATCO would provide a

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			or incorrect labelling that may result in incorrect address information. In this scenario the site wouldn't be won-in-error as the network would be required to align the meters. To do so, field investigations and potential testing may need to occur which may exceed 10 business days. The network may want to wait to undertake this work before raising an ECN.		correction notice would be when a new delivery point (new customer connection) to advise AEMO of an incorrect start date'.
8	Alinta	RMP Proposed 32A(1)	Alinta Energy does not support the reference to explicit informed consent in this clause. The reason for the error is not relevant. If a user is advised there may be an issue, the user should look into the matter regardless of the reason for the error.	If a <i>current user</i> becomes aware of an error or inaccuracy in an item of the <i>AEMO standing data</i> as a result of lodging an incorrect <i>transfer request</i> with <i>AEMO</i> , then the <i>current user</i> must as soon as practicable, and in any event within 10 <i>business days</i> of becoming aware of the error or inaccuracy, <i>notify</i> the <i>previous user</i> of this fact <del>and whether the error or inaccuracy involved the customer alleging explicit informed consent was not obtained for the transfer request.</del>	AEMO has deleted the words regarding explicit informed consent from the proposed new clause 32A(1), on the basis that the proposed new clause 32A(5) will deal with possible errors or inaccuracies which involve the <i>customer</i> alleging <i>explicit informed consent</i> was not obtained for a <i>transfer request</i> .
9	Alinta	RMP Proposed 32A(5)	Alinta Energy does not support this clause. Explicit Informed Consent is already audited	<del>Notwithstanding clause 32A(3), if a current user becomes aware of</del>	The proposed new clause 32A(5) is to ensure that users deal with a transfer where the

Ref #	Stakeholder	Clause/Section ref.	Issue/Comment	Proposed Text <del>Red-Strikeout</del> means Delete and <u>Blue Underline</u> means Insert	AEMO Response
			under Appendix 6. A requirement to provide a customer with the record of the EIC adds further complexity and it is not clear how or whether this obligation would be audited.	<del>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:</del>	customer alleges EIC was noted obtained in a timely manner.  The EIC audit is annual and the proposed new clause 32A(5) does not change the EIC audit requirements.
10	AGL	RMP Proposed 32A	As a general comment, AGL in essence supports the amendments proposed by Kleenheat, however, in reviewing the clause suggest further drafting is needed for clarity.  As a broad comment, the process detailed under clause 32A does not appear to work in	<del>(a) provide the customer with the record of the explicit informed consent; or</del>  <del>(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).</del>	AEMO has redrafted the proposed new clause 32A(1) so that (5) deals with a situation where a customer alleges that they did not provide EIC for a transfer.

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11	AGL	RMP Proposed 32A(1)	<p>an operational sense, like it does in the current clause 32(1).</p> <p>AGL suggests the current clause s32(1) could be retained with drafting included as set out in s32A(5) and (6) to address instances where the customer alleges they have not provided EIC to transfer and the steps that then must occur to rectify this.</p> <p>Subject to AGL’s comments above, the additional wording set out in this clause should be deleted if subsection (5) and (6) remain.</p>	<p><del>and whether the error or inaccuracy involved the customer alleging explicit informed consent was not obtained for the transfer request</del></p>	AEMO has redrafted the proposed new clause 32A(1) so that (5) deals with a situation where a customer alleges that they did not provide EIC for a transfer.
12	AGL	RMP Proposed 32A(3)	The drafting of this section needs further review. The current user can’t fail to notify if they are not aware of the error or inaccuracy.		A note has been added to clarify the circumstances in which the current user may become aware of an error or inaccuracy.
13	AGL	RMP Proposed 32A(5)	As detailed above, if subsection (1) is redrafted then this clause would need further review but in brief can set out the situation where a customer alleges, they have not provided EIC for the transfer and the steps that must be taken to address this.		AEMO has redrafted the proposed new clause 32A so that 32A(5) deals with a situation where a customer alleges that they did not provide EIC for a transfer.

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14	Simply Energy	General	<p>Simply Energy is of the view that this GMI provides no better outcome to the end customer but the losing retailer because in cases, where a genuine error occurred, Simply Energy believes that retailers who operate in multi-jurisdictions have BAU processes to minimise customer detriment and WA RMP is not required to be changed due to lack statistical and/or factual evidence provided in the GMI. Further to add, Simply Energy has observed that there have been instances where some losing retailers have been requesting for investigation where an error did not occur, but an early termination fee imposed by the losing retailer causes customer dissatisfaction.</p> <p>Moreover, introducing these clauses will add inconsistency across the Gas Retail Market Procedures.</p>		AEMO considers the inclusion of specific timeframes for resolving errors and inaccuracies and clarifying the requirements relating to situations involving customers alleging explicit informed consent not being obtained will provide more certainty.
Supplementary feedback that closed on 20 March 2020					
15	Alinta	RMP clauses 26(2)(c) and 26(3)(b)	<p>Cl 26(2)(c) refers to cl 32A(3). It should refer to cl 32B(2)</p> <p>Cl 26(3)(b) refers to cl 32B(2). It should refer to cl 32B(1)</p>		AEMO agrees with Alinta's suggestion as it adds further clarity to the clauses

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16	Alinta	RMP Proposed 32A(2)(b), 32A(3) and 32B(2)	Remove reference to AEMO as the definition of <i>error correction notice</i> includes notice to AEMO		AEMO agrees with Alinta's suggestion as it adds further clarity.
17	Alinta	RMP Proposed 32A(5)	Make correct use of 'a' or 'an'		AEMO agrees with Alinta's suggestion as it adds further clarity.
18	Alinta	RMP Proposed 32A(5)(c)	Suggest "notify the <i>customer</i> of the outcome of the investigation" or words to that effect, rather than notifying them "of the rule"		AEMO agrees with Alinta's suggestion and has amended the text to ' <u>that they have commenced the proceedings to transfer them back</u> '
19	Alinta	RMP Proposed 32B(4)	Cl 32B(4) needs to be relocated – possibly as new cl 26(5)?		AEMO agrees with Alinta's suggestion as it adds further clarity. The clause has been moved as per Alinta's suggestion.
20	Origin Energy	General	In response to ATCO's example where they would provide a correction notice for a new delivery point (new customer connection) to advise AEMO of an incorrect start date Origin queried if it is between ATCO & AEMO to correct start reads. Generally, they only receive an email from ATCO to 'approve' the new start date the rest is between the ATCO/AEMO.		AEMO notes Origin's feedback and advises that as per the proposed clause 32B, the affected retailer (user) is notified when the network operator issues an ECN to AEMO.

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21	Synergy	General	Just confirming Synergy does not oppose the proposed changes in IN013/19W.		AEMO acknowledges Synergy's support.
22	Simply Energy	General	While Simply Energy is fairly comfortable with the intent of this change, there is one key issue that the revised RMP should consider, and that is to ensure the previous retailer is not using these provisions as a retention strategy as I mentioned in our last submission. Significant volume of cases referred to us to investigate turns out to be issues related to early termination fees charged by their previous FRO and not related to EIC breach. While I'm not going to name any one retailer in specific, we must put some safety guards/additional provisions in WA RMPs to ensure that in order to comply with 10 business days timeframes (same as NERR), these are valid cases (to the extent possible) and should be to customer initiated cases only (i.e. customer contacting their previous FRO and advising they're unaware of this transfer). This will ensure that the number of investigations that the current FRO receives on a daily basis is only related to genuine EIC breaches, as opposed to the current framework with no validations or safety guards.		<p>AEMO understands Simply Energy's concern that retailers do not use the provisions for error correction notices for genuine purposes but as a retention strategy.</p> <p>AEMO does think the provisions should be limited to customer initiated cases only, as the provisions relate to all errors or inaccuracies in AEMO standing data as a result of lodging an incorrect transfer request, and we understand that not all errors and inaccuracies are notified by customers.</p> <p>We would suggest that any concerns about a retailer using the provisions for a purpose that is not within the procedures are reported to AEMO so that the compliance process in the procedures can be applied.</p>

