	SCHEDULE []			
	SPAA Transition Sche	dule		
Status: Draft	Version: 0.1	Effective Date: [TBC]		
omestic Suppliers	Ma	ndatory		
on-Domestic Suppliers	N/A	ł		
as Transporters	N/A	A		
istribution Network Operators	s N/A			
CC	N/A			

This red-lined version shows differences between the current SPAA text and the SPAA Transition Schedule text for the Retail Energy Code.

## Change History

Version Number	Implementation Date	Reason for Change
0.1	[TBC]	

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## 1. Introduction

- 1.1 This Schedule defines a number of processes previously included in the Supply Point Administration Agreement (SPAA).
- 1.2 With the closure of the SPAA in April 2021, a number of provisions have been included in the Code on a temporary basis. These provisions reflect processes that are due to be amended with the implementation of the Central Switching Service.
- 1.3 This Schedule will be removed from the Code at CSS Go Live, as part of the Switching Programme Significant Code Review.

## 2. Process for Customer Requested Objections

## Background

2.1 Gas Supplier's Standard Licence Condition 14 provides for Suppliers to use the facility of a 'Co-Operative' Objection where the Objection Deadline, has not expired and the New Supplier has agreed that their Supply Point Confirmation was an erroneous registration. In circumstances where the Objection Deadline has expired, the <u>SPAA Agreed p</u>Procedure for the resolution of Erroneous Transfers as defined in <u>Schedule 10 of the Agreement section 4 of this Schedule</u> provides for procedures to return the Customer to the previous Supplier.

## Purpose

2.2 This procedure provides for the raising of a Supply Point Objection by the Old Supplier, at the request of the Customer, where the Customer clearly states not to have entered into a contract with the New Supplier.

#### Scope and Objectives

- 2.3 The objective of this <u>SPAA Agreed Pp</u>rocedure is to set out the Customer expectations and the communication with Customers and Suppliers following a request from a Customer to raise an objection where the Customer clearly states not to have entered into a contract with the New Supplier.
- 2.4 The scope of this procedure is limited to Customer Requested Objections occurring in the Domestic Gas Market of England, Wales and Scotland.
- 2.5 This procedure may only be initiated where the Objection Deadline, as defined in the Network Code, has not expired. Where the Objection Deadline has expired, the SPAA Agreed Pprocedure for the Resolution of Erroneous Transfers as defined in Schedule 10section 4 of the Agreementthis Schedule shall be utilised.
- 2.6 The Customer Requested Objection process can only be used where the following reason is clearly outlined:
  - a) The Customer states not to have entered into a contract with the New Supplier.
  - b) Any further information given by the Customer that is felt to be relevant may be outlined in the free-text field, in the S74 (Supplementary Information) Data Flow.
- 2.7 Note: If the Old Supplier believes that the Customer has been erroneously registered, but not within the remit of the reason given above, they may use the procedures set out in the SPAA

Commented [SJ1]: Based on V1.4 of SPAA Schedule 8

Agreed Procedure procedure for the Resolution of Erroneous Transfers as defined in Schedule section 410 of this Agreement Schedule or request that the Customer contacts the New Supplier to initiate a Co-operative Objection, in order to resolve the Customer's concerns.

#### Status of the Procedure

2.8 This procedure has been developed to facilitate the requirements within the Gas Suppliers Licence, Standard Licence Condition 14 for initiating a Customer Requested Objection.

#### **Conditions Precedent**

- 2.9 This procedure shall only be applicable in relation to Supply Meter Points that relate to Customers at Domestic Premises.
- 2.10 It is not expected that the Customer will be aware of either the grounds for objection, the Change of Supplier process, or the potential for an objection to be raised. Responsibility for the correct application and administration of the process therefore resides with the Suppliers.
- 2.11 The Customer Requested Objection process shall commence only where a Customer states not to have entered into a contract with the New Supplier and raising a Supply Point Objection is possible within the Objection Deadline.
- 2.12 Furthermore, the Notice of Objection for a Customer Requested Objection may not be withdrawn.

#### The Procedure

- 2.13 Initial Customer Contact
- 2.14 The commencement of the Customer Requested Objection Process requires that the Customer notifies the Old Supplier of their concerns. Such contact by the Customer may be in response to previous contact from either:
  - a) The New Supplier, notifying the Customer of the impending Change of Supplier; or
  - b) The Old Supplier, notifying the Customer, upon receipt of the notice of a Supply Point Confirmation by another Supplier, of the Change of Supplier in progress.
- 2.15 In either instance, the Customer may inform the Old Supplier that they do not wish to proceed with the CoS process. In this situation, several possibilities exist but the Customer Requested Objection shall only be used in cases identified in paragraph 2.5 and the Customer should be informed of the nature of the process and their authorisation obtained.

#### 2.16 Raising the Objection

- 2.17 Following the Customer's authorisation, the Old Supplier shall raise an objection and identify the CRO in the free-text field using the code "02CRO" followed by the Supplier ID as an appropriate code for easy identification of a Customer Requested Objection. In addition, Suppliers must provide relevant contact information within each organisation for dealing with CRO enquiries.
- 2.18 The S40 (Objection to Withdrawal) Data Flow should be used along with the accompanying S74 (Supplementary Information) Data Flow.
- 2.19 The Old Supplier must write to the Customer confirming the reason for raising the objection even though the objection is being raised at the Customer's request.

### 2.20 The New Supplier's Response

- 2.21 After the CDSP accepts the objection, the Objection Deadline shall apply. Having been made aware of the Customer Requested Objection by the Old Supplier, the New Supplier shall then determine:
  - a) Whether to make contact with the Old Supplier in order to query the basis of the Customer Requested Objection; or
  - b) Whether to make contact with the Customer to query the basis of the Customer Requested Objection.
- 2.22 Once raised, it is not possible to remove a Customer Requested Objection.
- 2.23 Where the New Supplier receives notification of a Customer Requested Objection they shall ensure that another Supply Point Confirmation in respect of the relevant <u>SMPRN-Supply</u> <u>Metering Point</u> for that Customer shall not be submitted unless the reason for the Customer Requested Objection has been resolved.
- 2.24 Retention of Information
- 2.25 Suppliers' are required to maintain an adequate audit trail, for example, by recorded call or Customer signed correspondence and record of all such Customer contact and ensuing objections.
- 2.26 Where the Old Supplier has issued a Customer Requested Objection they shall:
  - Keep evidence of the Customer's request and reasons for the request for at least 12 months; and
  - b) Inform the New Supplier that the objection has been raised at the Customer's request and of the reason given by the Customer.

### 3. Assignment of Debt in Relation to Prepayment Meters Agreed Procedure

#### Background

- 3.1 The development of a process that allows outstanding Customer charges owed to one Supplier to be assigned to another follows an initiative by the Authority. This process would enable Customers with outstanding charges to transfer to the Supplier of their choice in situations where such a transfer would otherwise have been prevented on the grounds of debt.
- 3.2 A sub-group comprising the major domestic retail Suppliers, and supported by the Authority, undertook a trial for debt assignment between Suppliers in the gas and electricity retail markets. This trial resulted in the development of benchmark processes for the domestic gas and electricity markets which Suppliers would operate for each discrete market.
- 3.3 Following the experiences of the trial and the protocols developed for use in the trial, parallel changes were developed to modify the Gas Suppliers Licence and the electricity industry code known as the Master Registration Agreement (MRA) to introduce Debt Assignment Protocols (DAP), and to provide specific procedures to support it—i.e. this Schedule to support the gas processes, and an MRA agreed procedure for the electricity baseline.

**Commented [SJ2]:** Based on Version 1.8 of SPAA Schedule 9

- 3.4 Introduction of Point of Acquisition (PoA) model: The Authority undertook a review of the DAP voluntary commitments it agreed with Suppliers in September 2012. This included a commitment from Suppliers to streamline and improve the existing DAP industry processes. Through workgroups held at Energy UK, the PoA model emerged as the main change to the DAP to meet this commitment. The PoA model meant that Suppliers provided DAP Privacy Notices at the point of acquiring a new Customer. The Customer therefore no longer needed to 'restart' the switch by responding to a letter from the New Supplier asking whether DAP could progress.
- 3.5 The PoA model was introduced as a voluntary agreement in April 2015. All larger Suppliers and several smaller Suppliers implemented this process. The process was viewed to be a success insomuch that the numbers of indebted Customers switching using the DAP increased significantly. As such, it was implemented as the standard procedure for Debt Assignment into this ScheduleSPAA to ensure all Suppliers follow the process and Customers benefit accordingly.
- 3.6 In November 2016 a suite of changes were implemented which addressed a number of key areas:
  - a) mismatch of Customer names;
  - b) streamlining the current process;
  - c) improving management of issues relating to Data Protection Legislation (DPL);
  - d) Complex Debt; and
  - e) identifying Prepayment Meters.
- 3.7 A new end-to-end DAP was agreed. A number of associated changes have been raised which reflect discussions on the end-to-end process and improvements to resolve the issues of mismatched Customer addresses and stream lining the process.

#### Purpose

- 3.8 This <u>Schedule-procedure</u> sets out the actions that Suppliers are required to undertake in conjunction with the Change of Supplier (CoS) process in order to assign outstanding charges owed by Domestic Supply Customers who have a debt scheduled for repayment on a Prepayment Meter ("Debt Assignment").
- 3.9 The structure of the Data Flows associated to DAP are set out in section 4 belowthe Data Specification.

#### **Document Scope & Objectives**

- 3.10 The scope of this procedure is limited to Debt Assignment in relation to Domestic Premises between Suppliers operating in England, Wales and Scotland and shall only be applicable in relation to Supply Points where:
  - a) the Customer at that Supply Point has a debt, repayment of which is scheduled on a Prepayment Meter;
  - b) the Customer has entered into a contract with the New Supplier;

- c) the New Supplier has submitted an application for Registration for the Supply Point, by sending a S42 (Confirmation File) Data Flow to the CDSP, and the Registration has been accepted by the CDSP;
- d) the Old Supplier has issued a S40 (Notification of an Objection to Change of Supplier Made by the Old Supplier) Data Flow to the New Supplier's Registration on the grounds of outstanding charges pursuant to Condition 14.4(a) of the Gas Suppliers Licence and this Objection has been accepted by the CDSP; and
- e) the estimated value of the debt for assignment is between £20 and £500 (inclusive), including Value Added Tax (VAT).
- 3.11 The objectives of this Schedule are:
  - a) to ensure a DAP Privacy Notice is provided to the Customer at the PoA; and
  - to document the procedure for agreeing to a Debt Assignment in the domestic gas market in parallel with the principles of the procedure in the domestic electricity market.

#### Exclusions

- 3.12 The following are specifically excluded from the scope of this Schedule:
  - a) Supply Points where a Customer debt has been identified as Complex Debt;
  - b) Supply Points for I&C Supplies;
  - debt in relation to a Customer account to which the applicable rate of VAT indicates that the Customer is non-domestic (I&C Supply);
  - d) Supply Points in which the debt is not being recovered via a Prepayment Meter; and
  - e) assignment of estimated debt values below £20 or above £500 (inclusive of VAT).
- 3.13 Notwithstanding paragraph 3.12 above, nothing in this Schedule shall preclude Suppliers agreeing bilaterally to an assignment of:
  - a) Complex Debt; or
  - b) debt outside the thresholds defined in paragraph 3.12 (e).
- 3.14 Where a Customer debt has been assigned, under a bi-lateral agreement according to paragraph 3.13, the Suppliers shall use the process set out within this <u>Schedulesection 3</u>.

#### Definitions

3.15 Words and expressions used in this Schedule are to be interpreted in accordance with Clause 1 (Definitions and Interpretation) of the main body of this Agreement and also Schedule 29 (Technical Glossary)<sup>1</sup>the Interpretations Schedule.

#### Status of the Procedure

- 3.16 This <u>Schedule-procedure</u> corresponds to the obligations contained in Condition 14 of the Gas Supply Licence to establish the procedures for the assignment of outstanding charges between Suppliers to enable a CoS to take place.
- 3.17 Parties are reminded of the objective to maintain harmonised procedures for gas (in this Schedule) and electricity (under the MRA) in relation to Debt Assignment, and it is

recommended that any changes proposed to this <u>Schedule procedure</u> should also be considered as potential changes to the corresponding <u>electricity</u> provisions of the MRA.

## Principles

- 3.18 Suppliers, in undertaking these Debt Assignment procedures, shall ensure that:
  - a) the provisions of the relevant DPL are satisfied;
  - b) the VAT requirements in respect of bad debt relief are satisfied;
  - c) all rejected Data Flows are completed in accordance with this Scheduleprocedure;
  - all reasonable steps shall be taken to ensure that the Customer does not see any undue interruption or disruption to their repayment; and
  - e) they are aware of the obligations regarding the issuing of communications to Customers.

#### The Procedure

- 3.19 Customer initiates Change of Supplier
- 3.20 The New Supplier shall provide a DAP Privacy Notice to the Customer at the PoA.
- 3.21 The New Supplier shall ensure that:
  - a) the Customer is informed that initiating the Debt Assignment process is not a guarantee that Debt Assignment will be agreed;
  - b) the Customer is informed that Debt Assignment requires the exchange of account information, including debt information, between the Suppliers concerned; and
  - c) the Customer is aware of the DPL obligations on the New Supplier under this Schedule.
- 3.22 Notifying the Customer of the Objection to Change of Supplier
- 3.23 Where the Old Supplier has issued a Notice of Objection pursuant to Condition 14.4(a) of the Gas Suppliers Licence, that Supplier shall:
  - a) advise the Customer of the reason(s) for such Objection in accordance with Condition 14.9 of the Gas Suppliers Licence;
  - b) inform the Customer that Debt Assignment will progress if this has been agreed with the New Supplier; and
  - c) provide a DAP Privacy Notice to the Customer as part of the Objections process to support compliance with DPL and promoting the Customer's understanding of the DAP.
- 3.24 Notifying the Request for Debt Information
- 3.25 Within 4 Working Days (WD) of receipt of the notice of objection from the CDSP, the New Supplier shall contact the Old Supplier using the G0806 (Request for Debt Information) Data Flow to notify a request for information in relation to Debt Assignment under this Schedule.
- 3.26 Responding to Debt Information Request

- 3.27 Within 4WD of receipt of the G0806 Data Flow, the Old Supplier shall validate the Data Flow and shall either:
  - a) send a G0806 Data Flow where the inbound G0806 Data Flow was rejected with one of the reasons as defined within the 'DAP Rejection Code' Data Item; or
  - b) respond to such request with the appropriate information using the G0807 (Debt Information) Data Flow.
- 3.28 Following receipt of G0806 Data Flow rejection, the New Supplier shall send a corrected G0806 Data Flow within 3WD where appropriate.
- 3.29 Where the Old Supplier identifies that the debt is not Complex Debt, the Old Supplier shall populate the 'Complex Debt Indicator' Data Item, in the G0807 Data Flow, with F.
- 3.30 Where the Old Supplier identifies that the debt is Complex Debt, the Old Supplier shall:
  - a) populate the 'Complex Debt Indicator' Data Item, in the G0807 Data Flow, with T;
  - keep a record of the reasons why a Debt Assignment has been refused on the grounds of Complex Debt to support any follow up action by the Customer; and
  - c) populate the 'Additional Information' field, as this is Mandatory where the 'DAP Rejection Code' Data Item is populated with "Other".
- 3.31 Processing the Information Regarding Outstanding Charges
- 3.32 Following receipt of the G0807 Data Flow, the New Supplier shall within 3WD validate the Data Flow, and:

send a G0807 Data Flow where the inbound G0807 Data Flow was rejected with one of the reasons as defined within the 'DAP Rejection Code' Data Item; or -otherwise proceed to paragraph 3.34 or 3.35 (as applicable).

- 3.33 On receipt of a G0807 Data Flow rejection, the Old Supplier has 3WD to correct the G0807 Data Flow and reissue to the new Supplier.
- 3.34 Upon receipt of a valid G0807 Data Flow, where the 'Complex Debt Indicator' Data Item has been populated with T, the New Supplier shall:
  - a) assess whether it wishes to progress with Debt Assignment under this Schedule; or
  - b) inform the Customer that there is an issue on the account; and
  - c) advise the Customer to contact their Registered Supplier in relation to any resolution or dispute regarding Debt Assignment.
- 3.35 Upon receipt of a valid G0807 Data Flow, where the 'Complex Debt Indicator' Data Item has been populated with F, the New Supplier shall:
  - review the information regarding the outstanding charges that have been provided by the Old Supplier in the G0807 Data Flow; and
  - b) assess whether it wishes to progress with Debt Assignment under this Schedule.
- 3.36 The setting of the Complex Debt flag may not exclude the Customer's debt from being assigned under this procedure under paragraph 3.13.
- 3.37 Declining to proceed with a Debt Assignment

- 3.38 Where the New Supplier declines to undertake the Debt Assignment of outstanding charges, it shall notify the Customer accordingly. The New Supplier is not required to -respond to the G0807 Data Flow. Any such failure to respond within 5 WD of issuing a valid G0807 Data Flow shall mean that no further action need be considered by the Old Supplier.
- 3.39 Confirming that the Debt Assignment is accepted Supplier to Supplier
- 3.40 Where the New Supplier determines to proceed with Debt Assignment, it shall:
  - a) send the G0808 (Confirmation of Customer Debt Transfer) Data Flow, within 5 WD of receiving a valid G0807 Data Flow.
- 3.41 Following receipt of the G0808 Data Flow, the Old Supplier shall within 4WD validate the Data Flow, and:
  - a) send a G0808 Data Flow where the inbound G0808 Data Flow was rejected with one of the reasons as defined within the 'DAP Rejection Code' Data Item;
  - b) otherwise proceed to paragraph 3.43.
- 3.42 On receipt of a G0808 Data Flow rejection, the New Supplier has 5WD to correct the G0808 Data Flow and reissue to the Old Supplier.
- 3.43 Upon receipt of a valid G0808 Data Flow, the New Supplier shall;
  - a) populate the 'Earliest Resubmission Date' Data Item in the G0808 to indicate the earliest date during the resubmission window on which the New Supplier will send a S42 Data Flow to the CDSP for the Supply Point; and
  - b) re-register the Customer by submitting a S42 Data Flow to the CDSP on, or no later than 2 WD after, the Earliest Resubmission Date as noted in the G0808 Data Flow.
- 3.44 Accepting a Supply Point Confirmation Request
- 3.45 Where the application for Registration has been accepted by the CDSP, the Old Supplier shall ensure that, upon receipt of the S10 (Notice of Termination of Supply Registration) Data Flow regarding the New Supplier that is engaged in the Debt Assignment:
  - a) a Notice of Objection is not issued in respect of the Registration of that New Supplier; or
  - b) the Notice of Objection for that New Supplier is withdrawn before the Objection Deadline.
- 3.46 Rejection of a Supply Point Confirmation Request
- 3.47 Where an application for Registration has been rejected by the CDSP, the New Supplier shall:
  - a) take reasonable steps to resolve the reason for the rejection;
  - ensure that an application for Registration is re-submitted as soon as possible, but in any event no later than 2 Working Days after the Earliest Resubmission Date noted in the G0808 Data Flow; and
  - c) inform the Customer and the Old Supplier that the CoS cannot be completed. where the reason for rejection of the application for Registration cannot be resolved.

- 3.48 Where it is bi-laterally agreed that the resubmission timescale is to be extended, the New Supplier shall contact the Old Supplier and indicate the latest date that the resubmission will be sent. The Old Supplier shall continue to ensure that a Notice of Objection, in respect of that Registration, is not issued, or is withdrawn before the Objection Deadline.
- 3.49 Finalising the Debt Assignment
- 3.50 Upon receipt of a M03 (Notice of Change of Supplier Readings) and the U04 Data Flow the Old Supplier shall:
  - a) calculate the Total Debt Outstanding owed by the Customer at the time of the CoS; and
  - b) send a G0809 (Confirmation of Debt Assigned) Data Flow to the New Supplier within 3WD of issuing the final bill to the Customer account, notifying them of the Total Debt Outstanding inclusive of VAT for each Customer.
- 3.51 The G0809 Data Flow shall include details of:
  - a) the Factored Total Payment, inclusive of VAT; and
  - b) the VAT component of that Factored Total Payment expected to be paid to the Old Supplier as a result of the agreed factoring mechanism detailed in paragraph 3.52.
- 3.52 Upon receipt of the G0809 Data Flow, the New Supplier shall:
  - a) validate the Data Flow as soon as possible, but within 3WD after receipt; and
  - b) if valid, issue a G0809 Data Flow acceptance to the Old Supplier; or
  - c) if invalid, issue a G0809 response flow with the relevant rejection data item in the DAP Response Code.
- 3.53 On receipt of a G0809 rejection, the Old Supplier must resend a corrected G0809 within 3WD.
- 3.54 Where the New Supplier issues a G0809 Data Flow acceptance in respect of a Customer in accordance with paragraph 3.52, the Total Debt Outstanding shall be transferred from the Old Supplier to the New Supplier (such that it is owed by the Customer to the New Supplier and not to the Old Supplier).
- 3.55 The Old Supplier Invoices the New Supplier
- 3.56 The Old Supplier shall ensure that the New Supplier is invoiced based on the Total Debt Outstanding (inclusive of VAT) notified in the G0809 Data Flow.
- 3.57 The invoice shall also contain details of the agreed mechanism of factorisation as detailed below, such that the actual payment due is made clear.
- 3.58 For each completed Debt Assignment, the amount paid by the New Supplier, known as the "Factored Total Payment", will be calculated as detailed below:

Factored Total Payment is equal to:

Total Debt Outstanding net of VAT \* 90% rounded to the nearest penny<sup>1</sup> PLUS VAT on Total Debt Outstanding@ 100%

- 3.59 On or after the 12th WD of each month, but no earlier than a period of at least 10 WD has elapsed since the issue of any given G0809 Data Flow, the Old Supplier shall issue the following for each Supplier with whom the Old Supplier has assignments for which the G0809 Data Flow was issued in the previous month (issued via secure encrypted means):
  - a) a single invoice, showing the total amount due; and
  - b) a supporting electronic spreadsheet or CSV file in the format set out in Appendix B, which shall detail:
    - the relevant MPRN;
    - the Customer's name;
    - the Total Debt Outstanding;
    - the Factored Total Payment; and
    - the amount of VAT.
- 3.60 The New Supplier shall:
  - a) validate the invoice on receipt;
  - b) raise any query or dispute (in accordance with paragraph 3) within 5 WD of that receipt; and
  - c) settle each invoice (to the extent not so disputed) within 28 days of receipt.
- 3.61 Where a dispute cannot be resolved immediately, the Old Supplier shall:
  - a) issue a new invoice (via secure encrypted means) excluding the disputed entries; and
  - b) include the disputed items on a future invoice once resolved (to be issued via secure encrypted means).
- 3.62 The Old Supplier shall calculate late payments at LIBOR+2% and shall show the late payment charge as such on the succeeding invoice.

#### **Escalation Procedure**

3.63 Where a Supplier identifies a need to resolve any issues related to the Debt Assignment process and associated timelines (other than invoicing queries), it may escalate to the relevant Supplier according to the timescales and responsibility levels outlined in Table 1:

Process	Timescale	Responsibility Level of Contact(s)
Raise Initial Dispute	Day 0	Operational Staff
Initial follow up	Day +5	Supervisor/Manager of Operational Staff

<sup>&</sup>lt;sup>1</sup> Rounding is the act of reducing the digits in a numerical value. Rounding means reducing the number of decimals important in a number by "rounding" the number to the nearest value, either up or down. For example, 1.5p would become 2p, whereas 1.49p would become 1p

Second follow up	Day +10	Nominated Debt Assignment Handling Contact
Final follow up	Day +15	SPAA-Contract Manager

### Table 1: General escalation procedure

3.64 Where a Supplier identifies a need to resolve any invoicing queries in respect of paragraph3.49, it may escalate to the relevant Supplier according to the timescales and responsibilitylevels outlined in Table 2:

Process	Timescale	Responsibility Level of Contact(s)
Raise Initial Dispute	Day 0	Invoicing Staff
Final follow up	Day +15	SPAA-Contract Manager

### Table 2: Invoicing escalation procedure

- 3.65 The SPAA Contract Manager shall ensure a response to the 'Final follow up' escalation is sent within 10 WD of receipt of 'Final follow up' (whether under Table 1 or Table 2).
- 3.66 Suppliers shall provide to the <u>Secretariat Code Manager</u> details (name, email address and phone number) for each of the escalation levels provided for in Table 1 and Table 2. These contacts will be made available to other Suppliers via the <u>SPAA-Ww</u>ebsite.

#### **Data Flows**

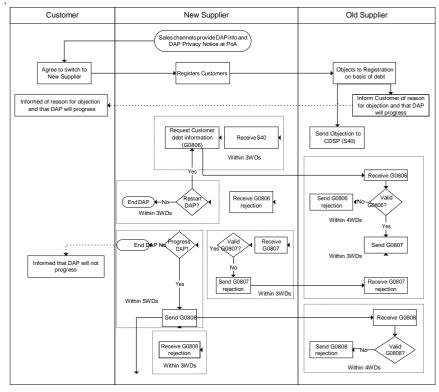
<u>3.67</u> All data flows, initiations and responses sent between Suppliers under this <u>Schedule</u> <u>procedure</u> shall, be structured and communicated in accordance with the <u>Supplier Data Flow</u> <u>CatalogueData Specification</u>.

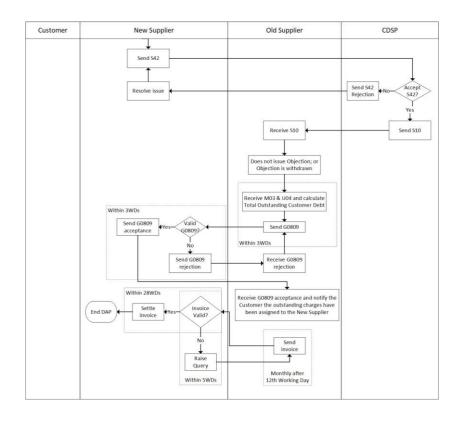
#### **Communication**

- 3.673.68 Where the New Supplier wishes to request debt information from the Old Supplier at or after 00.00 hrs on 28 June 2019, the New Supplier shall use the G0806 Data Flow, and the New Supplier and the Old Supplier shall complete the Debt Assignment process in accordance with this Scheduleprocedure. Where the New Supplier had already issued a G0306 Data Flow before 00.00 hrs on 28 June 2019, the New Supplier and the Old Supplier shall complete the Debt Assignment process using the previous Data Flows, transfer mechanism, communications and processes set out in version 1.9 of this Schedule.
- 3.69 The transfer mechanism for the exchange of each of the Data Flows is the Data Transfer Network (DTN). For DTN Encoding Rules, Principle of Transfer Relationship and Validation refer to the User File Design Specification.

**Commented [SJ3]:** This was a transitional para included when the new DTN flows were introduced







## APPENDIX B: FORMAT OF SPREADSHEET TO SUPPORT INVOICE

DAP Invoice Reference	Invoice Month/Year	Supplier Name (who is being invoiced)						
XXXXXX	XX/XXXX	XXXXXX						
	MPAN/MPRN	Customer Name	Total Debt Outstanding (£)	VAT element (£)	Total amount excluding VAT (£)	90% of excluded VAT element (£)	Factored Total Payment (90% of excluding VAT total plus VAT) (£)	Payment entered
Example:	1234567890	Mr John Smith	£ 20.00	£ 0.95	£ 19.05	£ 17.14	£ 18.10	
	Totals			£ 0.95	£ 19.05	£ 17.14	£ 18.10	

## 4. Resolution of Erroneous Transfers

#### Background

4.1

#### Erroneous Transfer Customer Charter

- This procedure is consistent with the Erroneous Transfer Customer Charter (ETCC).
- 4.2 The ETCC is as follows:
  - a) If a Customer believes that they have been erroneously transferred then they can contact either their Old or New Supplier. The contacted Supplier will liaise with the other Supplier to resolve the matter.
  - b) An appropriately trained representative of the contacted Supplier shall explain to the Customer:
    - What action will be taken.
    - When they can reasonably expect to be transferred back to their original Supplier.
    - That they will only pay once for the energy consumed and where possible, how their billing arrangements will be treated.
    - How they will be kept informed of progress towards resolution.
    - On request, how complaints will be resolved and, where appropriate, how compensation claims will be dealt with.
  - c) The contacted Supplier will send written confirmation of the details provided above within
     5 Working Days of the Customer contact. Where possible the Supplier will include an explanation of why the ET took place.
  - d) The Customer will be provided with confirmation within 20 Working Days of their initial Customer contact that they will be returned to their Old Supplier.

#### Erroneous Transfer Categories

- 4.3 The following categories have been approved for use in the gas market and will be used by Ofgem for monitoring Erroneous Transfers (ET).
  - Forgery Proven
  - Misleading information / Suspected Fraudulent Market practice and / or Training Issues
  - Incorrect MPRN Selected (only valid reason for a non-domestic Erroneous Transfer unless agreed via a bilateral agreement)
  - Cancelled contract not actioned
  - Customer Service Returners
- 4.4 See Appendix 2 of this <u>Schedule procedure</u> for further information on these categories and examples of some typical business scenarios for each.

#### Purpose

4.5 This procedure describes the actions Suppliers are required to undertake to resolve an ET.

#### Scope and Objectives

Commented [SJ4]: Based on v2.1 of SPAA Schedule 10

- 4.6 The scope of the procedure is limited to ETs occurring in Domestic Premises in the gas market in England, Wales and Scotland and covers the following situations:
  - a) New Supplier identifies a potential Erroneous TransferET
  - b) Customer contacts New Supplier believing that they have been erroneously transferred
  - c) Customer contacts Old Supplier believing that they have been erroneously transferred
- 4.7 This procedure may also be applied to the non-domestic market at Suppliers' discretion.

## Status of the Procedure

- 4.8 The flow structure of the RET is set out in the <u>Supplier Data Flow CatalogueData Specification</u>.Conditions precedent
- 4.9 This Schedule is a Mandatory schedule of the Agreementprocedure. All licenced Suppliers to the Domestic Gas Market are required to comply with the Agreement under Standard Condition 30 of the Gas Suppliers Licence;
- 4.10 Only the New Supplier is in a position to determine if there has been an Erroneous TransferET and the reason why the transfer has taken place although the Customer can contact either Supplier to act on their behalf if they believe they have been erroneously transferred. However, if the Customer's initial contact is with the Old Supplier, then the Customer should be encouraged to contact the New Supplier as they are in a better situation to resolve the claim.
- 4.11 Up to 24 months following the last registration of a given Supply Point, Suppliers should proceed with this procedure when a potential ET is identified. Beyond this point, New and Old Suppliers will discuss any ET on a case by case basis with the New Supplier having the discretion to decide how to treat the potential ET.
- 4.12 Once it has been established that an ET has occurred, the New Supplier should not treat the circumstances as an opportunity to secure the customer and should process the loss notification when received.

## Erroneous Transfers identified within the Objection Raising Period or Confirmation Cancellation Period

- 4.13 Where an ET is identified within the Objection Raising Period then either:
  - a) the New Supplier shall make reasonable endeavours to resolve the ET by means of a confirmation cancellation request.
  - b) If applicable, the Old Supplier shall raise an Objection on behalf of the Customer by means of a Customer Requested Objection.
- 4.14 The procedure described here is for use where the Objection Raising Period or confirmation withdrawal period has expired.
- 4.15 This procedure may also be used where the New Supplier agrees to return a Customer to their Old Supplier on a goodwill basis, however, for the purposes of Ofgem reporting, this is not classified as an ET.

Procedure for Resolution of an Erroneous Transfer outside the Objection / Confirmation Cancellation Period

**Commented [SJ5]:** This refers to the requirement to comply with SPAA so I have delete the whole sentence

#### 4.16 The procedure is made up of four phases:

- Phase One Determine Requirement and Initiate ET Procedure
- Phase Two Response from Associated Supplier to discuss course of action for ET resolution
- Phase Three Proposed course of action acceptable to both parties
- Phase Four Associated Supplier rejects ET Communication Flow
- 4.17 Phase One Determine Requirement and Initiate ET Procedure
- 4.18 Where the Customer believes that they have been erroneously transferred they may contact either the New or Old Supplier. The contacted Supplier will, after discussion with the Customer, and if they believe it to be an ET, initiate the ET procedure on the Customer's behalf.
- 4.19 The New Supplier may also initiate the ET Procedure on their own behalf where they recognise that they have erroneously registered a MPRN by sending the RET flow to the Old Supplier as soon as they identify the erroneously registered MPRN.
- 4.20 Where the contacted Supplier is the Old Supplier, they shall make reasonable endeavours to initiate the ET Procedure by sending the RET flow to the New Supplier within 2 Working Days of receipt of notification of a potential ET.
- 4.21 Where the Initiating Supplier is the New Supplier, they shall make reasonable endeavours to initiate the ET Procedure by sending the RET flow -to the Old Supplier within 8 Working Days of receipt of notification of a potential ET.
- 4.22 Prior to initiating an ET, the Supplier will first check that they have not already received an ET initiation. If an ET has already been initiated the Associated Supplier will not initiate an ET so as to reduce the likelihood of a Dual Initiation occurring.
- 4.23 The New Supplier shall take reasonable steps to stop collecting data from the Meter once a potential ET has been identified.
- 4.24 The identity of the Associated Supplier may be determined from the Supplier ID facility or from information provided by the Customer, or from other information from the Gas Transporter or CDSP. However it is not necessary for the Customer to provide information on the identity of either their New or Old Supplier. Alternatively, the identity of the Associated Supplier can also be obtained via the Gas Enquiry ServiceDES.
- 4.25 In accordance with the ETCC, the contacted Supplier shall provide the Customer within 5 Working Days of initial Customer contact, a letter informing them of the fact that they believe an ET has taken place and the actions they are taking to resolve it (see ETCC for further information).
- 4.26 Phase Two Response from Associated Supplier to discuss course of action for ET resolution
- 4.27 Where the Associated Supplier is the Old Supplier, they shall make reasonable endeavours to respond to the initial request within 2 Working Days of receipt of the RET flow.
- 4.28 Where the Associated Supplier is the New Supplier, they shall make reasonable endeavours to respond to the initial request within 8 Working Days of receipt of the RET flow.

- 4.29 Disparity between the Old Supplier and New Supplier records for the Meter Serial Numbers should not be a reason for rejecting an ET.
- 4.30 The Associated Supplier will respond to the initiating RET flow to confirm acceptance or rejection. If responding with a rejection the Associated Supplier will state the reason(s) for this. An Old Supplier can only reject an ET request if they are not the Old Supplier, if the Customer has decided to cancel the ET or where a Dual Initiation has taken place. All rejections must be accompanied with a detailed rejection reason.
- 4.31 If the responding Supplier is rejecting, the rejection reasons should follow a logical approach. The following examples should be considered when rejecting an ET:
  - A rejection based on an incorrect customer name should not be used, as an ET is initiated on the basis that the incorrect customer or occupier has undergone a change of Supplier;
  - A rejection based on missing flows should not occur. For example, if a flow has not been received which closes a Change of Supplier loss, Supplier system architecture should not then block an ET taking place; and
  - A rejection based on no valid contract should not occur, as the Customer is entitled to return to their original Supplier on the same rates from which they left and expect to see continuous billing.
- 4.32 Where the Initiating Supplier receives a request from the Associated Supplier to initiate an ET the following action shall be taken:
  - a) Where the Dual Initiation has taken place on the same working day, the new Supplier shall default to the Initiating Supplier and reject the ET initiation from the Associated Supplier (the old Supplier in this case) stating within the rejection reason that a Dual Initiation has occurred and it will take the Initiating Supplier Role.
  - b) Where the Dual Initiation has not taken place on the same working day, the Initiating Supplier shall reject the Associated Supplier initiation. The Initiating Supplier initiation shall take precedence.
- 4.33 Once the Initial Request has been made one of the following options shall be taken:
  - a) Both Suppliers agree that the Customer is to be returned to the Old Supplier (go to Phase 3 of this procedure); or
  - b) The Associated Supplier believes that they have been contacted in error, because they were not the Associated Supplier on the specified Supply Start Date (go to Phase 4 of this procedure); or
  - c) After appropriate investigation e.g. establishing whether a valid contract is in place, the Associated Supplier disagrees with the Initiating Supplier (go to Phase 4 of this procedure).
- 4.34 Escalation for initiation
- 4.35 To ensure the proper operation of the ET Procedure, Suppliers must offer an effective telephone enquiry service for representatives of other Suppliers on all Working Days between the hours of 9:00 to 12:00 and 13:00 to 17:00, UK time. This is a minimum service provision and does not prevent Suppliers from offering a telephone enquiry service at other times as well. For the avoidance of doubt, this telephone enquiry service is intended only to assist with

the resolution of escalations and outstanding queries and is not intended to replace the normal data exchange process detailed in Phases 1 and 2.

- 4.36 The table below summarises the escalation procedure that should be taken when resolving any issues with the Erroneous TransferET procedure. It is anticipated that initial and second follow ups will be made by phone or email. Final follow ups should be made by email. Where escalation is sent by email, the template below should be used. The timings in the table below are the MAXIMUM recommended values after Erroneous TransferET normal processing i.e. after Day + 10. All timings referred to in this table are Working Days.
- 4.37 Where the Initiating Supplier is the Old Supplier

Process	Timescale	Responsibility Level of Contact(s)
Send RET flow	Day 0	Operational Staff
Initial follow up	Day +5	Supervisor/Manager of Operational Staff
Second follow up	Day +10	Nominated ET Handling Contact
Final follow up	Day +15	SPAA-Contract Manager

\* Contract Manager shall arrange for the Final follow up escalation to be responded to within 10 Working Days of receipt.

- 4.38 Emailed escalations should be sent as a standard format with the following headers detailed below. The subject header should state "Response to ET initiation escalation" followed by which process (escalation point) is being sent, the new and old supplier IDs.
- 4.39 Escalations will be responded to using the original escalation file. A 5th column for additional comments should be added and comments for each and every MPRN added.

MPRN	Initial Customer Contact Date (as per the ETCC) (ddmmyyyy)	New supplier start date (ddmmyyyy)	RET flow sent date (ddmmyyyy)	Additional Comments

- 4.40 Phase Three Proposed course of action acceptable to both Parties
- 4.41 Where both Suppliers agree that the Customer is to be returned to the Old Supplier as per Phase 2 then:
  - a) Where the Associated Supplier is the Old Supplier, it shall:
    - within 2 Working Days of receipt of the Initial Request, return the RET Flow to the Initiating Supplier with an 'Accepted' status;
    - complete the re-registration of the Customer within 21 calendar days of accepting the ET

- where such an application for a confirmation is invalid as there is another confirmation in the process of being confirmed as in Network Code (Section G) shall re-submit a valid application for confirmation as soon as possible thereafter.
- b) Where the Associated Supplier is the New Supplier:
  - it shall, within 8 Working Days of receipt of the Initial Request, return the RET flow to the Initiating Supplier, indicating that the request has been accepted.
  - then the Old Supplier shall, complete the re-registration of the Customer, within 21 calendar days of receiving an accepted RET response.
- 4.42 Where the New Supplier agrees that an ET has taken place, the New Supplier shall take all reasonable steps to stop collecting data from the Meter. The New Supplier shall also delete any data that it may have collected from the Meter during the period of Erroneous Registration, where it does not have a lawful basis for processing this data in accordance with Data Protection Legislation.
- 4.43 If, within 3 Working Days of both Suppliers having agreed that the New Suppliers registration has been made in error, the New Supplier has not received notification that the Old Supplier has commenced registration, then the New Supplier should escalate as set out in table 6.31 below. Where the New Supplier agrees that an Erroneous Transfer has taken place, the New Supplier shall not object to the re-confirmation of the relevant MPRN by the Old Supplier.
- 4.44 The Initiating Supplier shall (unless having already done so) provide the Customer within 20 Working Days of their initial Customer contact with confirmation that they will be returned to their Old Supplier via the ET Procedure.
- 4.45 Escalation for re-registration
- 4.46 The table below summarises the escalation procedure that should be followed where there are delays in the re-registration of the relevant MPRN.
- 4.47 At each stage of the escalation where the Old Supplier responds with a valid reason as to why they have been unable to re-register the relevant MPRN, the escalation stops. The New Supplier should only escalate to the next level where;
  - a) there has been no response to the initial escalation;
  - b) the Old Supplier does not provide a satisfactory reason for failure to re-register the relevant MPRN;
  - c) it has been agreed- on a bi-lateral basis between Suppliers that the original reason for failure to re-register has been outstanding for an unanticipated period of time.
- 4.48 In relation to the timescales in the table below, 'Day' is defined as the date on which both Suppliers have agreed that the New Supplier's Registration has been made in error or the New Supplier's SSD, whichever is the later. NB. All timings referred to in this table are Working Days.

Process	Timescale	Responsibility Level of Contact(s)
Initial enquiry	Day +3	Supervisor/Manager of Operational Staff

follow up	Day +7	Nominated Erroneous Transfer Re- Registration Contact
Final follow up	Day +11	SPAA-Contract Manager

\* SPAA-Contract Manager shall arrange for the Final follow up escalation to be responded to within 10 Working Days of receipt.

4.49 Emailed escalations should be send as a standard format with the following:

- a) The subject header should state "Re-registration Escalation" followed by which process (escalation) is being sent, the New and Old Supplier IDs
- b) The attachment should have MPRN, Initial Customer Contact Date (ddmmyyyy) as per the ETCC, Gaining Supplier and Old Supplier
- 4.50 Phase Four Associated Supplier rejects Erroneous Transfer Request
- 4.51 Where the Associated Supplier believes that they have been contacted in error because they are not the correct Supplier, they shall, within 2 Working Days of receipt of the RET flow, return the request to the Initiating Supplier. The Initiating Supplier shall then establish the identity of the correct Supplier and re-send the Initiating Request accordingly.
- 4.52 Where the Associated Supplier disagrees with the Initiating Supplier:
  - a) they shall, within 2 Working Days (as the Old Supplier) and 8 Working Days (as the New Supplier) of receipt of the RET flow (or other method as agreed), return the request to the Initiating Supplier indicating that the request has been rejected.
  - b) The Associated Supplier shall provide Comments on the reason why they believe it is not an ET.
- 4.53 Where the Associated Supplier has received 3 transfer requests for the same MPRN and all requests are believed to be validly rejected, prior to sending the third rejection:
  - a) They shall telephone the Initiating Supplier to discuss the transfer and the reason for rejection.
  - b) They shall come to a conclusion with the Initiating Supplier as to whether the transfer request is valid or invalid.
    - If valid, they shall allow the transfer request to continue as per the current process.
    - if invalid, they will follow the current process in sending the rejection flow along with comments 'validly rejected 3 times as agreed'
  - c) If a further transfer request is received, the request will be escalated to a team manager who will endeavour to reach a resolution with the Initiating Supplier.
  - d) Should a further request be received after the previous step the requests will be referred to the appropriate Contract Manager to resolve.
- 4.54 The Initiating Supplier shall (unless having already done so) provide the Customer, within 20 Working Days of their initial Customer contact with a statement of the outcome of the investigation.

4.55 See Appendix 3 of this document-procedure for further information on these categories and some typical business scenarios for each.

## 4.56 Billing Arrangements

- 4.57 This section refers to the circumstance where the New Supplier agrees that the Customer has been Eerroneously transferred but the Old Supplier has either re-registered the Customer or is currently carrying out the usual CoS re-registration and, hence, the SSD for the return of the Customer to the Old Supplier has not yet been reached.
- 4.58 If the New Supplier identifies that an ET has occurred for a Customer that the Old Supplier has already re-registered or is in the process of re-registering, the ET request takes precedence. To clarify, the Old Supplier cannot reject an ET request if they are already in the process of re-registering. In this situation, the Old Supplier must accept responsibility for billing during that period, although the actual billing of the Customer will remain at the discretion of the Old Supplier.
- 4.59 Under normal circumstances, the billing of the Customer should be treated as an ET and the Old Supplier should contact the Customer to confirm billing arrangements. In accordance with the principles outlined in the ETCC whereby the Customer 'will only pay once for the energy consumed', these arrangements establish billing continuity for the period of the Erroneous Transfer ET where CoS re-registration has been followed.

#### Data Flow

#### **Communication**

- 4.60 All data flows, initiations and responses sent between Suppliers under this Schedule procedure shall, be structured and communicated in accordance with the Supplier Data Flow CatalogueData Specification.
- 4.61 The transfer mechanism for the exchange of the RET is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file name structure refer to the User File Design Specification.

## APPENDIX 1: PHASE TIMINGS

## The Old Supplier is the Initiating Supplier

Action	Phase	Timing**
Old Supplier sends Initial Request	Phase 1 - Determine Requirement and Raise ET	Within 2 Working Days of initial Customer contact
Respond to Initial Request by Associated (New) Supplier	Phase 2 - Contact between involved parties to discuss course of action for ET resolution	Associated (New) Supplier to respond within 8 Working Days of Initial Request.
Customer returns to Old Supplier	Phase 3 - If New Supplier informs the Old Supplier that ET request is accepted Customer should be re- registered by Old Supplier	Within 21 calendar days of Acceptance by New Supplier
Associated Supplier contests suggested course of action	Phase 4 – If New Supplier informs the Old Supplier that ET request is rejected then either the Old Supplier re- registers the Customer, or the registration stands	Within 10 Working Days of Response of Associated Supplier

## The New Supplier is the Initiating Supplier

Action	Phase	Timing**
New Supplier sends Initial	Phase 1 – Determine	Within 8 Working Days of
Request	Requirement and Raise ET	initial Customer contact
Respond to Initial Request by	Phase 2 - Contact between	Associated (Old) Supplier to
Associated (Old) Supplier	involved parties to discuss	respond within 2 Working
	course of action for ET	Days of Initial Request.
	resolution	
Customer returns to Old	Phase 3 - If the Old Supplier	Within 21 calendar days of
Supplier	accepts the ET request	Acceptance by Old Supplier
	Customer should be re-	
	registered by Old Supplier	
Associated Supplier contests	Phase 4 – If Old Supplier	Within 10 Working Days of
suggested course of action	informs the New Supplier	Response of Associated
	that ET request is rejected,	Supplier
	then either the Old Supplier	
	re-	
	registers the Customer, or	
	the registration stands	

 $\ast\ast$  NB: The timings in the table are the MAXIMUM recommended values

#### APPENDIX 2: RECORDED REASONS FOR ERRONEOUS TRANSFERS

The following table sets out the four Recorded Reasons for an ET, as monitored by Ofgem, together with a definition and typical business scenario for each.

Recorded Reason for Erroneous Transfer	Definition	Typical Business Scenarios
Forgery – PROVEN	Where an ET is proven to be a result of the fraudulent marketing practices, by the gaining Supplier or its salesmen / agents	<ul> <li>Forgery of contract</li> <li>Customer was deceased at the point the contract was signed / agreed.</li> </ul>
Incorrect MPRN/MPAN Selected	Where an ET is recorded in circumstances where the Customer being transferred has been incorrectly identified	<ul> <li>A house is split into a number of flats where the MPRN/MPAN for the wrong flat is selected.</li> <li>Customer provided incorrect data.</li> <li>Wrong number keyed in.</li> <li>Industry data incomplete or out of date.</li> <li>New estates where plots are converted to postal addresses.</li> <li>Incorrect data provided via Price Comparison Website.</li> </ul>
Cancelled contract not actioned	Where an ET is recorded because the gaining Supplier failed to act upon the cancellation of the contract by the Customer	<ul> <li>Clerical Error</li> <li>If internal systems prove that the Customer had previously contacted the Supplier</li> </ul>

Misleading Information / Suspected Fraudulent Marketing Practice and / or Training Issues	Where an ET is recorded due the provision of misleading information by the gaining Supplier or its salesmen/agents	<ul> <li>Contract signed / agreed by a vulnerable customer who was unaware of the consequences of signing</li> <li>Customer felt coerced into signing the contract by the sales agent against their better judgement</li> <li>Customer. unaware that they were signing / agreeing a contract and believed that they were signing for more information</li> </ul>
Customer Service Returners	Where the ET process is used on a goodwill basis at the discretion of the New Supplier in order to avoid a customer complaint, despite the New Supplier holding a valid contract. An ET with a reason of Customer Service Returners should only ever be initiated by the New Supplier. Where a Customer Service Returners ET is initiated by a New Supplier, the Old Supplier should endeavour to accept the request and re- register the Customer.	<ul> <li>Customer claims not to have signed but the New Supplier has evidence to suggest otherwise.</li> <li>I.e. has a signed Direct Debit with the customers bank details.</li> <li>Customer has changed mind and is adamant that they will not contact a supplier of their choice because it is too inconvenient.</li> <li>Customer has changed mind after they spoke to a rude customer service agent.</li> <li>Customer deceased after signing contract.</li> <li>Customer states they phoned up (or wrote or returned a form) to cancel before but there is no note on the system. The account is at a stage of registration where it cannot be stopped.</li> <li>Customer cancels one day after registration has commenced and insists that the supply letter was not received in time.</li> <li>Customer claims that they only signed for more information but the New Supplier has evidence to suggest otherwise, i.e. it is found that the New Supplier has a record of the customers DOB and bank details.</li> </ul>

## APPENDIX 3: ERRONEOUS TRANSFER REJECTION REASON GUIDANCE

The following table sets out some additional guidance on the appropriate usage of ET Rejection Reasons including some typical business scenarios for both valid and invalid rejections.

Rejection Reason	What it means
Not the last Supplier	The ET request has been sent to the wrong Supplier
	Potentially a bilateral / multilateral ET if erroneous registration period
	crosses over more than one Supplier
Incorrect REGI date	The Effective from Settlement Date {REGI} for the New Supplier has been
	populated with an incorrect date
Valid Contract	The New Supplier has investigated and determined that they hold a valid
	contract for the Customer and that no ET has taken place.
Over 2 Years old	More than 2 years have passed since the CoS event in question. If an ET is
	still required Suppliers should seek to agree this bilaterally
Address Mis-match	The Metering Point Address fields in the RET should be populated with the
	Metering Point Address recorded in centralised industry systems as opposed to the customer billing address.
Address Mis-match	Metering Point Address recorded in centralised industry systems as oppose

## Invalid Rejections:

Rejection Reason	Why is it invalid
No customer contact / If	The ETCC states that the customer has to contact just one Supplier in order
customer wants to come	to resolve an ET, either the Old or New Supplier. The contacted supplier will
back they need to contact	then liaise with the other supplier to resolve the matter.
us	
Do not hold a valid	This should not prevent the ET from being progressed where the Suppliers
contract	agree that an ET has occurred. The customer should be returned as a new
	customer on new contract terms if necessary. The important aspect is that
	the customer is switched away from the erroneous supplier.

ET rejected as the account is in an occupier name / name does not match our records	If an incorrect MPRN has been registered it is highly likely that the name populated in the RET will differ to the name held on the supplier's billing record.	
MSN does not match our records	The MSN is provided purely as a reference if meter readings are being exchanged. It should not be a validation point.	

# 5. Agreement of Change of Supplier Reading and the Resolution of Disputed Change of Supplier Readings

#### Background

5.1 During the Change of Supplier (CoS) process, the New Supplier is required to provide a Meter Reading within a defined window via their Shipper, to the Central Data Services Provider (CDSP) in accordance with Uniform Network Code (UNC) requirements. Where the CDSP accepts that Meter Reading, this results in the CDSP sending both the Old Supplier and New Supplier, via their Shippers, notification of the Meter Reading to use for CoS settlement. If the New Supplier is unable to obtain and provide an Actual Reading or the CDSP rejects the Meter Reading provided, then the CDSP shall issue an estimated CoS Meter Reading.

### Purpose

- 5.2 This Schedule sets out the procedure for:
  - a) the agreement of a Meter Reading between Suppliers in the event that the CDSP is unable or not obligated to send an estimated Meter Reading; and
  - b) the resolution of a dispute where one or more of the Old Supplier, the New Supplier or the Customer subsequently disputes the notified Meter Reading (whether that is an Actual Reading or CDSP Estimated Opening Read)
- 5.3 The procedure is for use by Suppliers and is divided into six phases, however, it is recommended that the process is only taken through all six phases where absolutely necessary.

#### Scope & Objectives

- 5.4 This procedure applies to the agreement, post transfer, of the Meter Reading to apply at the point of a CoS (a CoS Meter Reading), and the resolution of disputed CoS Meter Readings, for Domestic Premises in the England and Wales and Scottish markets and covers the following scenarios:
- 5.5 Agreement of CoS Meter Readings:
  - a) Old Supplier has not received a CoS Meter Reading within 15 Working Days of the New Supplier's Supply Start Date (SSD) and an estimated Meter Reading has not been generated by the CDSP.
  - b) New Supplier has not received a CoS Meter Reading within 17 Working Days of its SSD and an estimated Meter Reading has not been generated by the CDSP.
- 5.6 Resolution of Disputed Meter Readings:

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- a) Old Supplier disputes the CoS Meter Reading on receipt
- b) New Supplier disputes the CoS Meter Reading on receipt
- c) Customer disputes their final account from the Old Supplier
- d) New Supplier disputes the CoS Meter Reading on receipt of the first Meter Reading (including Customer Own Reads) received after SSD
- e) Customer disputes their opening account from the New Supplier
- f) New Supplier is prevented from loading an actual or agreed Meter Reading taken for the purposes of CoS due to the previous Meter Reading history.
- 5.7 The process complies with all the obligations in the Uniform Network Code relevant to CoS Meter Readings.
- 5.8 The procedure is based on the following principles:
  - a) least inconvenience to the Customer and minimising Customer complaint; and
  - b) production of a timely and accurate final account by the Old Supplier.
- 5.9 Diagram Object Definitions
- 5.10 The following objects are used in the process diagrams:

Event		Something which happens to trigger a procedure to be executed;
Result		A tangible output from a procedure;
Mandatory Flow	>	An unconditional flow of control between two procedures, an event and a procedure, or a procedure and a result;
Optional Flow	>	A conditional flow of control between two procedures, an event and a procedure, or a procedure and a result;
Exclusivity	9. Action Decisions	Only one of the optional flows crossed by the exclusivity symbol will be sent, depending on an internal condition in the procedure
Procedure		A discrete set of actions with at least one trigger, producing a result and/or transferring control to another procedure
Process Break	Wait	A break in the flow of processing requiring a trigger to restart

#### Status of the Procedure

5.11 The flow structure of the SAR is set out in the Supplier Data Flow CatalogueData Specification.

## Conditions precedent

- 5.12 The process of agreeing a CoS Meter Reading can be initiated where:
  - a) A Change of Supplier has occurred; and
  - b) No actual or estimated Meter Reading has been provided by the CDSP; and

- c) Twelve months have not passed since the SSD. Incidents greater than twelve months should be resolved by one to one agreements between Suppliers.
- 5.13 A dispute over the Meter Reading used on a CoS; can only be raised when:
  - a) a CoS has occurred; and
  - b) the CDSP has generated an estimated Meter Reading to be used on CoS which is considered to be significantly inaccurate by any party; or
  - c) the CoS Meter Reading is considered to be significantly inaccurate by any party; and
  - d) Twelve months have not passed since the SSD for the disputed CoS Meter Reading. Disputes greater than twelve months should be resolved by one to one agreements between Suppliers.
- 5.14 Suppliers shall ensure appropriate validation and checks are carried out prior to submitting a Meter Reading.

## **Escalation Procedure**

- 5.15 If, during this process, either Supplier does not receive a timely response to a communication they should follow the Escalation Process outlined in Appendix 3 (Escalation Summary).
- 5.16 Suppliers should provide contacts for each of the respective responsibility levels.

#### Dispute Resolution

5.17 A dispute commences on receipt of the SAR flow, based on the date the associated Supplier receives the initial flow. Suppliers have 70 Working Days to resolve the dispute regardless of whether the 70 Working Days fall outside twelve months of SSD.

#### Procedure

- 5.18 Phase One Determine Requirement
- 5.19 Agreement of CoS Meter Reading:
  - a) An Old Supplier may attempt to agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP 15 Working Days after SSD, and should take reasonable steps to initiate the process within 30 Working Days of SSD.
  - b) A New Supplier may attempt to agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP 17 Working Days after SSD, and should take reasonable steps to initiate the process within 30 Working Days of SSD.
- 5.20 Dispute of CoS Meter Reading:
  - a) A Supplier may raise a dispute itself or at the request of a Customer.
  - b) A Supplier should take reasonable steps to raise a dispute within 5 Working Days of recognising that the CoS Meter Reading should be disputed pursuant to Section 5.2.
  - c) Where the Customer is disputing the CoS Meter Reading used on either or both of its final or initial accounts, the Supplier(s) should endeavour to reach an agreement with the Customer without invoking this disputes process.
  - d) The Supplier contacted by the Customer, or wishing to raise a dispute itself, (in either case, the Initiating Supplier) should consider the specific circumstances as detailed below:

- Where the difference between the Supplier's view of consumption and that derived from the initial CoS Meter Reading is 1200 kWh or less, the Supplier shall not dispute the CoS Meter Reading unless the Customer specifically requests a new CoS Meter Reading but should attempt to resolve the dispute with an accommodation e.g. cash allowance to the Customer, thus retaining the initial Meter Reading used for the CoS Meter Reading. No further action is then required.
- Where the Customer is unwilling to accept an accommodation, or the difference between the Supplier's view of consumption and that derived from the CoS Meter Reading is more than 1200 kWh, then the Initiating Supplier should initiate a dispute.
- 5.21 Phase Two Initiate Process
- 5.22 The Initiating Supplier shall send an Initial Request to the Associated Supplier as determined by Phase 1, in order to:
  - a) agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP; or
  - b) agree an alternative CoS Meter Reading if the CoS Meter Reading provided should be disputed.
- 5.23 The Initiating Supplier shall send the Initial Request to the Associated Supplier. The flow shall optionally include those Meter Readings to be agreed or disputed and provide a proposed CoS Meter Reading for each absent or disputed Meter Reading. The identity of the Associated Supplier may be determined from the Transfer of Ownership File or from information provided by the Customer, or from the CDSP via their Shipper. However, the Customer is not obliged to provide information pertaining to the identity of either their New Supplier or Old Supplier.
- 5.24 Phase Three Contact between involved parties to agree CoS Meter Reading
- 5.25 If, during either the CoS Meter Reading or the Resolution of Disputed CoS Meter Readings process, either Supplier does not receive a timely response to a communication they should follow the Escalation Process outlined in Appendix 3 (Escalation Summary).
- 5.26 The Associated Supplier shall use reasonable endeavours to respond to the Initial Request within 5 Working Days of receipt. If a response is not received to the Initial Request the Initiating Supplier should escalate the problem to the 1st point of escalation as defined in Appendix 3 (Escalation Summary).
- 5.27 If a response is still not received 10 Working Days after the Initial Request the Initiating Supplier should escalate the problem to the 2nd point of escalation as defined in Appendix 3 (Escalation Summary).
- 5.28 If a response is still not received 15\* Working Days after the Initial Request the Initiating Supplier should escalate the problem to the final point of escalation as defined in Appendix 3 (Escalation Summary).

\* Note: Where the New Supplier is obtaining an Actual Reading or a Meter Asset Manager query has been raised, resolution of the original SAR request may take longer than 15 Working Days to resolve.

- 5.29 When responding to the Initial Request, the Associated Supplier should consider the specific circumstances as detailed below:
  - a) Where the difference between the Associated Supplier's view of consumption and that derived from the Initiating Suppliers proposed CoS Meter Reading is 1200 kWh or less, the Associated Supplier shall attempt to resolve the dispute by accepting the proposed Meter Reading unless they specifically hold a Customer Own Read or Actual Reading taken during the Meter Reading Window. No further action is then required.
  - b) Where the Associated Supplier holds a valid Customer Own Read or Actual Reading, or the difference between the Associated Supplier's view of consumption and that derived from the Initiating Suppliers proposed Meter Reading is more than 1200 kWh then the Associated Supplier shall respond with an alternative CoS Meter Reading.
- 5.30 Where the two Suppliers are able to agree a CoS Meter Reading, the Initiating Supplier shall go to Phase 4 of this procedure.
- 5.31 If the Associated Supplier does not agree with the proposed CoS Meter Reading, it may propose an alternative. If the Initiating Supplier does not agree with this subsequent proposal, it shall contact the Associated Supplier by telephone to agree a CoS Meter Reading or determine that another Meter Reading needs to be obtained (as per Appendix 1, step 3 and 4). This will avoid flows being passed back and forwards without resolution. To facilitate the resolution of telephone agreed CoS Meter Readings, Suppliers must offer an effective telephone enquiry service to other Suppliers between the hours of 9am to 12pm and 1pm to 5pm, UK time, on all Working Days. This is a minimum service provision, and does not prevent Suppliers from offering a telephone enquiry service at other times as well.
- 5.32 Where the Initiating Supplier, Associated Supplier and Customer cannot agree a mutually acceptable Meter Reading for the CoS Meter Reading, or no alternative CoS Meter Reading is available, the New Supplier shall ask the Customer to provide a Customer Own Reading (if not already done so) or instruct their Meter Reading Agent to obtain an Actual Reading.
- 5.33 The request to the Meter Reading Agent shall contain explicit instructions detailing that the Meter Reading is required to settle a CoS Meter Reading dispute.
- 5.34 It is recommended that the New Supplier makes an appointment for the Meter Reading Agent with the Customer and these appointment details should be included in the request, unless the New Supplier and the Meter Reading Agent have made alternative contractual arrangements. The New Supplier shall use reasonable endeavours to ensure that the Meter Reading Agent obtains and returns a Meter Reading within 10 Working Days of request.
- 5.35 Phase Four Submission of Agreed CoS Meter Reading
- 5.36 The New Supplier (regardless of which Supplier initiated the process) will send the agreed CoS Meter Reading to the CDSP, via their Shipper, via the UO1 (Unbundled Meter Reading (\*UMR) flow defined in the UK Link Manual.
- 5.37 If the CDSP is satisfied that the Meter Reading is correct, they shall enter the Meter Reading into their systems.
- 5.38 Where the Meter Reading fails validation and the CDSP is not satisfied that the Meter Reading is correct the CDSP shall inform the New Supplier, via their Shipper, in order that the New Supplier can review the Meter Reading. The New Supplier can attempt to agree another

Meter Reading with the Old Supplier and Customer and submit it to the CDSP via their Shipper, as described in Phase 3. Where the Suppliers and Customer cannot agree, the New Supplier will need to obtain an Actual Reading. The New Supplier shall request a site visit to obtain an Actual Reading. The request must detail that the Meter Reading is required to settle a CoS Meter Reading dispute.

- 5.39 Once obtained, the Actual Reading can be used by the Suppliers to agree a CoS Meter Reading between Suppliers and Customer.
- 5.40 In the event that the Suppliers and Customer are satisfied with the SAR but the CDSP remains unsatisfied, the Suppliers will use the agreed Meter Reading regardless and the CDSP does not need to enter the Meter Reading into their systems.
- 5.41 Phase Five Entry of Agreed Meter Reading to CDSP System
- 5.42 If the CDSP is satisfied that the Meter Reading provided is correct they shall enter the replacement CoS Meter Reading into the Gas Transporter Database.
- 5.43 Phase Six Closure
- 5.44 It is expected that Suppliers will normally enter the agreed CoS Meter Reading to their billing systems to reconcile Customers' accounts.
- 5.45 The process will not be closed until the following criteria have been met:
  - a) both the New Supplier and Old Supplier have 'opened' and 'finalised' the Customer's account details on the same CoS Meter Reading (or agreed otherwise); and
  - b) where appropriate, the Customer has received amended opening and/or final accounts.
- 5.46 If the CoS Meter Reading was disputed, where the Old Supplier presents the Customer with an amended final account based on the agreed replacement CoS Meter Reading, it is recommended that the Old Supplier provides an explanation of how the CoS Meter Reading has been determined to avoid the Customer querying the Meter Reading again.
- 5.47 Replacement of Meter Readings to Allow Acceptance of SAR
- 5.48 Where the CDSP notifies the New Supplier that a replacement CoS Meter Reading is prevented from loading in the Gas Transporter Database due to Meter Reading validation (including where the previous Meter Reading(s) prevents this replacement Meter Reading loading) replacement of such erroneous Meter Readings (to enable the acceptance of an agreed replacement CoS Meter Reading by the CDSP) should be resolved by bilateral agreement between Suppliers.
- 5.49 Suppliers shall provide the Code Manager with a nominated contact point for resolving issues in accordance with paragraph 5.48.

Flow

#### **Communication**

5.50 All data flows, initiations and responses sent between Suppliers under this Schedule procedure shall, be structured and communicated in accordance with the Data SpecificationSupplier Data Flow Catalogue.

5.51 The transfer mechanism for the exchange of the SAR flow is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file naming structure refer to the User File Design Specification.

# **APPENDIX 1 - PROCESS DIAGRAMS**

All the following terms are as defined in the Data Specification Supplier Data Flow Catalogue.

# Communication Process

The transfer mechanism for the exchange of the SAR flow is the DTN. The process diagrams, set out below, describe the communication processes that are expected to be used within Phase 3 to seek agreement to a replacement/new CoS Meter Reading and are included for guidance.

Negotiation and agreement of the replacement/new CoS Meter Reading is achieved by means of the 'Proposed Read' field and 'Status/Response' field (SAR). Although a status code may be syntactically correct, there must also be a logical progression throughout the communications between Suppliers.

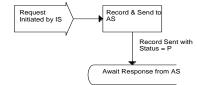
# Status Code P - Proposed (see also Status Code P - Rejected)

This code can be used by the Initiating Supplier in the Initial Request for the following scenarios:

- Where there is no actual or estimated CoS Meter Reading available. In this circumstance, the 'Proposed Read' field must be populated with a value of 0 (a single zero).
- Where a dispute over the initial CoS Meter Reading has just been raised, and the Initiating Supplier wishes for the Meter Reading in the 'Proposed Read' field to replace the CoS Meter Reading they have been sent by the CDSP, shown in the 'Read' field.

Once the Initial Request has been sent to the Associated Supplier, the Initiating Supplier will await a response. (See figure 1)

Figure 1 – Initiation of a Proposed Read



Once initiated the Associated Supplier will receive this proposal and make a decision on how they will respond based on the value in the 'Proposed Read' field.

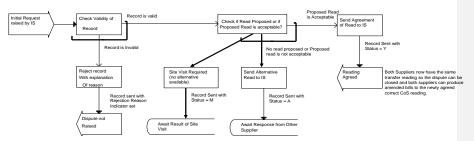
The Associated Supplier has five possibilities these are:

- Negotiate: the Associated Supplier feels they have a more suitable CoS Meter Reading (see Status Code A – Alternative)
- Accept: the Associated Supplier agrees with the 'Proposed Read' (see Status Code Y Agreed). Please note that this code shall not be used when the Initiating Supplier has populated the 'Proposed Read' field with a value of 0 (a single 0) as this indicates that there is no actual or estimated CoS Meter Reading available.
- Request Read: the 'Proposed Read' is invalid and an Actual Reading should be obtained (see Status Code M)

- **Reject**: the details contained within the record are incomplete or invalid (see Status Code P (Rejected)) and 'Rejection Reason Indicator' field is also updated with the relevant rejection code.
- Raise Meter Asset Manager Query: the New Supplier can only use this where there is a mismatch between the details held by the New Supplier and Old Supplier and the CDSP or Meter Asset Manager. The New Supplier will request the Meter Asset Manager to validate the site details across the period relevant to the disputed CoS Meter Reading to ensure all parties have consistent records. (see Status Code C)

The Associated Supplier must provide one of these 5 responses for every new or replacement CoS Meter Reading included in an Initial Request received from the Initiating Supplier (see figure 2). Without a response the Initiating Supplier cannot take any further action, and will count any disputed CoS Meter Readings as outstanding with the Associated Supplier in their statistical reporting to the Authority. Further delays could result in the Associated Supplier receiving follow up messages from the Initiating Supplier.

Figure 2 – Responding to a Proposed Read



# Status Code A – Alternative

This code can be used by the Associated Supplier in the response to the Initial Request. It indicates that the Associated Supplier considers that the Meter Reading they have provided in the 'Proposed Read' field is a more suitable new or replacement CoS Meter Reading than the Meter Reading that the Initiating Supplier suggested in the Initial Request (which will now be shown as the 'Transporter Read').

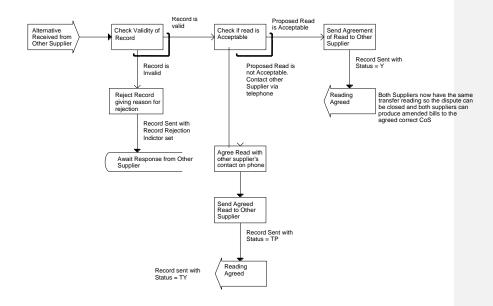
On receipt of this code the Initiating Supplier has 3 options:

**Negotiate**: The Initiating Supplier must contact the Associated Supplier by telephone to resolve the dispute (see Status Code TP – Telephone Proposed and Status Code TY – Telephone Agreed)

Accept: the Initiating Supplier agrees with the 'Proposed Read' (see Status Code Y – Agreed)

**Request Read**: the 'Proposed Read' is invalid and an Actual Reading should be obtained (see Status Code M)

Figure 3 – Responding to an alternative Meter Reading



# Status Code TP - Telephone Proposed and Status Code TY - Telephone Agreed

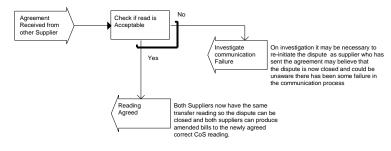
Where telephone communication is necessary, the Initiating Supplier will contact the Associated Supplier by phone to verbally agree a replacement CoS Meter Reading. The Meter Reading is then sent on the SAR flow, by the Initiating Supplier, using a Status/Response value of "TP" (Telephone Proposed). (See figure 3) In all instances where the Associated Supplier agrees that Meter Reading, the Associated Supplier returns the SAR flow using a Status/Response value of "TY" (Telephone Agreed). (See figure 4)

The Associated Supplier may reject the 'TY' Meter Reading if the 'TP' Meter Reading received is different from that what was agreed via the telephone.

# Status Code Y – Agreed

These codes can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. They indicate that the Supplier accepts the new or replacement CoS Meter Reading provided by the other Supplier Status code TY should only be used in response to a status code of TP. In all other instances status code Y should be used. (See figure 4).

Figure 4 – Validation and closure of Agreed CoS Meter Reading



**IMPORTANT**: Before closing the dispute the Supplier should ensure that the Meter Reading to which the other Supplier has agreed, is the Meter Reading to which agreement was requested in the previous communication. Without this validation, there may be cases where Suppliers close to different Meter Readings causing problems with billing / metering, confusion to Customers and damage to the reputation of the CoS process. If the Meter Reading that has been agreed is not the Meter Reading to which agreement was requested in the last communication then, there must be an investigation into the security and robustness of communications between both Suppliers.

# Status Code M – Meter Reading proposed is unacceptable. New Supplier is obtaining a further Meter Reading.

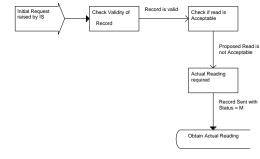
This code can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. It shall only be used where the Initiating Supplier, Associated Supplier and Customer either cannot agree a mutually acceptable Meter Reading or where no alternative Meter Reading is available yet a party believes the 'Proposed Read' to be incorrect.

If sent by the New Supplier, the code indicates that the New Supplier is obtaining an Actual Reading and requires 20 Working Days extension before the Old Supplier sends a follow up.

If sent by the Old Supplier, the code indicates that the New Supplier should obtain an Actual Reading and again, a 20 Working Day extension will apply.

Once the New Supplier has obtained an Actual Reading, they shall contact the Old Supplier by telephone to verbally agree the CoS Meter Reading (see Status Code TP – Telephone Proposed and Status Code TY – Telephone Agreed).

Figure 5 – Proposed Read rejected, Actual Reading required.



Status Code P - Rejected

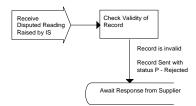
This code can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. It indicates that details contained within the record are incomplete or invalid and that these must be resolved before the record can be processed successfully. The Supplier should return the record unchanged apart from the 'Rejection Reason' indicator, which should be populated with the relevant rejection indicating what the problem is. A list of valid rejection codes is contained in the <u>Supplier Data Flow CatalogueData Specification</u>.

When rejecting using code 01 - unspecified error, the 'Additional Comments' field should always be populated. When rejecting using other rejection codes, the 'Additional Information' field should be populated as required.

Please note that a rejection should only occur where the data contained within the record is incomplete or invalid in accordance with the <u>Supplier Data Flow CatalogueData Specification</u>. It is not appropriate for Suppliers to reject a record on the basis that they don't agree with the 'Proposed Read'. Where a Supplier doesn't agree with a Meter Reading they should refer to the process detailed in Section 3 rather than rejecting the record. For example, failure to provide "backup reads" is not an appropriate rejection reason.

Where the Initiating Supplier has raised an initial request as a result of a missing Meter Reading, the Associated Supplier may reject this if they have received a CoS Meter Reading from the CDSP. The CoS Meter Reading should be included in the 'Comments' field of the SAR response to the Initiating Supplier.

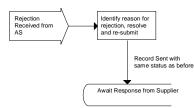
Figure 6 – handling record rejections



#### Handling Record Rejections

On receipt of a rejection the Supplier shall identify the cause of the problem, resolve, and resubmit the record with its original status code and information intact (where this was not the cause of the rejection) (see figure 7)

Figure 7 – Rejecting records



Status Code C - MAM Query Raised by New Supplier

This is only to be used by the New Supplier when they are the Associated Supplier. The record initially sent contains inconsistent site details and there is doubt over the validity of the site details provided to the New Supplier by the CDSP or Meter Asset Manager when the New Supplier registered the site. The New Supplier has therefore questioned the validity of the site details with the Meter Asset Manager. The New Supplier requires 20 Working Days extension before the Initiating Supplier sends a follow up.

Once the New Supplier has resolved the query, they should contact the Old Supplier by telephone to verbally agree the CoS Meter Reading (see Status Code TP – Telephone Proposed and Status Code TY – Telephone Agreed).

# APPENDIX 2 RECOMMENDED PHASE TIMINGS

Action	Phase	Timing
Send Initial Request	Phases 1(i) & 2 – Determine Requirement and Raise	From 15 Working Days of SSD and with reasonable endeavours within 30 Working Days of SSD.
	Phases 1(ii) & 2 – Determine Requirement and Raise	Within 5 Working Days of determining requirement.
Respond to Initial Request	Phase 3 - Contact between involved parties to agree replacement CoS Meter Reading	Associated Supplier to respond within 5 Working Days of Initial Request.
Dealing with the Associated Suppliers Response	Phase 3 - Contact between involved parties to agree replacement CoS Meter Reading	Where appropriate, Initiating Supplier to respond within 5 Working Days
Obtain and return actual reading	Phase 3 - Contact between involved parties to agree replacement CoS Meter Reading	Within 10 Working Days of request
Amending initial CoS Meter Reading	Phase 4 - Amending the initial CoS Meter Reading	ASAP
Obtain and return actual reading	Phase 4 - Amending the initial CoS Meter Reading	Within 10 Working Days of request
Replacement Meter Reading by CDSP	Phase 5 - Withdrawing the initial CoS Meter Reading and replace with the agreed replacement CoS Meter Reading. Replacement of erroneous Meter Reading(s) preventing the loading of the agreed replacement CoS Meter Reading and notification to the New Supplier	Within 5 Working Days of receipt of valid Meter Reading Bilateral agreement between Suppliers
Closure	Phase 6	Within 5 Working Days

# APPENDIX 3 ESCALATION SUMMARY

The table below summarises the escalation procedure that shall be taken when resolving any issues with missing and disputed CoS Meter Readings. All timings referred to in this table are in Workings Days. The escalation procedure shall be followed by both the Initiating Supplier and Associated Supplier in the event that a response is not received within the timescales detailed below.

Process	Timescale (Working Days)	Responsibility Level of Contact(s)
Raise Request	Day 0	Operational Staff
First escalation	Day +5	Supervisor/Manager of Operational Staff
Second escalation	Day +10	Senior Manager responsible for SAR process
Final escalation	Day +15	Contract Manager

\* Contract Manager shall ensure a response to the final follow up escalation is sent within 10 Working Days of receipt of final follow up.

## Example 1:

Initiation is sent at Day 0

No response is received by Day + 5

Initiating Supplier would escalate at Day + 5 to the Supervisor/Manager of Operational Staff as they have received no response from the Associated Supplier

If no response received by Day + 10 then the Initiating Supplier would escalate to the Senior Manager responsible for SAR process

No response by Day + 15 then the Initiating Supplier would escalate to the Contract Manager

# Example 2:

Initiation is sent at Day 0

The Associated Supplier responds with an alternative CoS Meter Reading at Day + 5

The Associated Supplier does not receive a response to their alternative CoS Meter Reading

Associated Supplier escalates at Day + 10 (D5+5) by escalating to the Supervisor/Manager of Operational Staff.as they have received no response from the Initiating Supplier

If no response received by Day + 15 (D5+10) then the Associated Supplier would escalate to the Senior Manager responsible for SAR process

No response by Day + 20 (D5+15), Associated Supplier would escalate to the Contract Manager

# Example 3:

Initiation is sent at Day 0

The Associated Supplier responds with an alternative Meter Reading at Day + 4

The Initiating Supplier contacts the Associated Supplier by telephone and a CoS Meter Reading is agreed.

The Initiating Supplier sends a Telephone Proposed Reading at Day + 13

The Initiating Supplier does not receive a response to their Telephone Proposed Reading

Initiating Supplier escalates at Day +18 (D13+5) by escalating to the Supervisor/Manager of Operational Staff as they have received no response from the Associated Supplier

If no response received by Day + 23 (D13+10) then the Associated Supplier would escalate to the Senior Manager responsible for SAR process.

No response by Day + 28 (D13+15), Associated Supplier would escalate to the SPAA–Contract Manager.

A full list of Supplier nominated escalation contacts can be found on the website www.spaa.co.ukREC Portal

### **Escalation Summary**

It is anticipated that first and second escalations will be made by phone or email. Final follow ups should be made by email.

Emailed escalations should be sent as a standard format, using the template below. The subject header should state:

"URGENT - Response to missing Meter Readings or disputed Meter Readings on Change of Supplier (SAR) overdue – LLLL escalation – NNNN OOOO"

Where LLLL is the escalation level (First/Second/Final), NNN is the New Supplier Short Code and OOO is the Old Supplier Short Code. For example, the Subject would state:

MPRN	New Supplier Supply	Initial SAR sent	Additional
	Start Date (SSD)	(ddmmyyyy)	Comments

# 6. Notification of Old Supplier Information (NOSI)

#### Purpose

- 6.1 The Network Codes outline the circumstances in which a New Supplier, via their Shipper, becomes registered to a Supply Point. The New Supplier will then begin to appoint Metering Agents and will start to build the billing record for that Customer. This billing record will be based upon data received from the Customer, CDSP and the Metering Agents.
- 6.2 The billing record of the Old Supplier will also have been based upon information held by the CDSP and Metering Agents, though during the time that the Customer was registered with the Old Supplier, the views of the Old Supplier, Metering Agents and the CDSP may have drifted out of alignment.
- 6.3 Work carried out by the 'Customer Transfer Programme' has identified that a number of Customer complaints are as a result of discrepancies between the information that the New Supplier and the Old Supplier use to bill the Customer.
- 6.4 This procedure describes the introduction of a mandated Old Supplier to New Supplier flow (Notification of Old Supplier Information) which will:
  - a) primarily enable the New Supplier to identify discrepancies between CDSP and Old Supplier views and to therefore proactively manage these to improve the Customer experience;
  - b) allow the New Supplier to build a billing record where data is not received in a timely manner from the CDSP; and
  - c) provide a Meter Reading to the New Supplier so that, if an Actual Reading cannot be obtained, an estimated Meter Reading can be sent to the CDSP (subject to the information being available).

#### Scope

6.5 The scope of this Mandatory procedure is limited to Change of Supplier (CoS) events occurring for Domestic Premises in the gas market in England, Wales and Scotland.

# Status of the Procedure

6.6 The procedure should be used in conjunction with the Notification of Old Supplier Information (NOSI) file format set out in the <u>Supplier Data Flow CatalogueData</u> <u>Specification</u>.

#### **Conditions Precedent**

- 6.7 A NOSI flow should only be sent where the Old Supplier:
  - a) believes that the Supply Point is for a Domestic Premises; and
  - b) has had confirmation from the CDSP that they are losing the site; and

#### Commented [SJ7]: Based on V4.8 of SPAA Schedule 20

# c) has the identity of the New Supplier.

# Procedure

- 6.8 Old Supplier to Send Flow
- 6.9 The Old Supplier will send a NOSI flow to the New Supplier, containing the data items identified in the Supplier Data Flow CatalogueData Specification and used in the Old Supplier's billing processes. Due to the time critical nature of the value of the information contained within the flow the Old Supplier must send the flow by D+1 Working Day (WD).
- 6.10 New Supplier Non Receipt of Flow
- 6.11 If on or after D+3 the New Supplier has not received the flow, the New Supplier may choose to contact the Old Supplier in all cases where the site fits the Gas Suppliers Licence definition of "Domestic Premises" and the -above conditions precedent are met.
- 6.12 New Supplier Receives Flow
- 6.13 Due to the time critical nature of the value of the information contained within the flow, there are no defined acknowledgement or rejection processes.
- 6.14 However, if the flow received is invalid, the New Supplier may choose to contact the Old Supplier in all cases where the site fits the Licence Condition definition of "Domestic Premises" and the Conditions Precedent are met.
- 6.15 Meter Reading
- 6.16 Where the meter reading to be provided is taken from a SMETS2+ Metering System, the reading should contain five digits. Therefore, where data item A0085 = S2, set A0121 = 5 in MDD Meter Product Table. Guidance where such meter readings are not equal to five register digits is provided as Appendix 1 to Schedule 18 (Market Domain Data).

#### Flow

- 6.17 All data flows, initiations and responses sent between Suppliers under this procedure shall, be structured and communicated in accordance with the Supplier Data Flow CatalogueData Specification.
- 6.18 The transfer mechanism for the exchange of the NOSI flow is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file naming structure refer to the User File Design Specification.

# 7. Supplier submission of and early reading (POS) or old supplier estimated reading (OSER) during supply point registration

# Purpose

- 7.1 During the Change of Supplier process, the New Supplier is required to provide a Meter Reading within a defined window via their Shipper to the CDSP in accordance with Network Code requirements. Where the CDSP accepts that read, this results in the CDSP sending both the Old and New Supplier notification of the read to use for Change of Supplier billing. If the New Supplier is unable to obtain and provide an actual Meter Reading or the CDSP rejects the Meter Reading provided, then the CDSP may issue an estimated CoS Meter Reading.
- 7.2 Work carried out by the Customer Transfer Programme industry project has identified an increased number of opportunities for Suppliers to obtain Meter Readings during the Change of Supplier Process. This procedure describes the process that a New Supplier can follow if it has not been successful in obtaining an actual Meter Reading within the Meter Reading Window.

# Scope

7.3 The scope of the procedure is limited to Change of Supplier events occurring for Domestic Premises in England, Wales and Scotland.

#### **Conditions Precedent**

- 7.4 This procedure should only be invoked where:
  - a) A Change of Supplier has occurred;
  - b) An actual Meter Reading has not been obtained within the Meter Reading Window;
  - c) At least 5, but no more than 7, Working Days have passed since the Date of Transfer (SSD); and
  - d) Where using a POS read:
    - The CDSP produces estimated Change of Supplier Meter Readings; and
    - The site is a Smaller Supply Point.

#### Guidance for Submission of Reads to the CDSP

- 7.5 Suppliers should submit a Meter Reading based upon the following rules of precedence:
  - a) A Customer Read obtained prior to SSD (when this reading is outside the ±5 days Meter Reading Window). This reading should be identified as an "Early Reading (POS)" and captured as a "Customer Read".

**Commented [SJ8]:** Based on version 2.2 of SPAA Schedule 21

 b) An Old Supplier Estimated CoS Reading (as provided in the "Notification of Old Supplier Information" Flow). This reading should be identified as an "Opening Meter Reading" and captured as an "Estimate".

# 8. Resolution Of Duplicate Meter Points (RDM) For The Same Gas Supply

## Background

- 8.1 It has been identified that there are several scenarios that can lead to the creation of a duplicate Meter Point and ultimately the dual billing of the end user.
- 8.2 Although these scenarios have been evident for some time, it is now necessary to ensure a uniformed approach is taken to the resolution of these erroneous Meter Points by Suppliers to minimise the occurrence of multiple billing.

# Purpose

- 8.3 The purpose of this <u>Schedule procedure</u> is to formalise the <u>procedures process</u> for dealing with situations where duplicate Meter Points have been created for a single supply. In particular when this results in a Customer being invoiced by more than one Supplier.
- 8.4 This <u>schedule procedure</u> will oblige Suppliers to adhere to these process<u>es</u> which will ensure the duplicate situation is efficiently resolved for the Customer involved.

### Scope

- 8.5 The scope of the procedure is limited to duplicate erroneous Meter Points occurring for Domestic Premises in England, Scotland and Wales and covers the following situation:
  - a Supplier suspects a duplicate Meter Point exists for an address in their supply, either by internal process or Customer enquiry.
- 8.6 The procedure may also be applied to the non-domestic market at Suppliers' discretion.
- 8.7 Only the most commonly occurring scenarios have been documented.

# **Conditions Precedent**

- 8.8 This SPAA-procedure is a Mandatory-Schedule. All licensed Suppliers to the domestic gas market are required to comply with this Schedule under licence condition 30 of the Gas Suppliers Licence.
- 8.9 The Suppliers will follow the same process (as closely as practicable) if more than two Suppliers are involved.

#### Procedure

- 8.10 <u>Overview</u>
  - Supplier/Customer suspects duplicate Meter Point and the Supplier investigates.
  - Affected Parties are informed and the Resolution of Duplicate Meter Points ("RDM") procedure is followed to determine which Supplier has the valid Meter Point and is entitled to charge the Customer for gas consumed by the Customer at the property (the "Valid Supplier").--

Commented [SJ9]: Based on version 1.4 of Schedule 30

**Commented [SJ10]:** Deleted as this refers to the licence condition to accede to SPAA

- Supplier who is not the Valid Supplier (the "Duplicate Supplier") will raise a Duplicate Query ("DUP query") to remove Meter Point and recover necessary costs (where possible).
- 8.11 Supplier suspects duplicate Meter Point and investigates
- 8.12 Where a Customer believes that they are being billed by multiple Suppliers for the same Premises, they may contact either Supplier involved.
- 8.13 The contacted Supplier will then start an investigation to determine if the Meter Points being supplied are indeed duplicate Meter Points of the same gas supply. This Supplier may also initiate an investigation on their own behalf where daily activities highlight a potential duplicate.
- 8.14 The Customer will need to be kept informed at all stages (see section 4).
- 8.15 Erroneous duplicate distinct supplies confirmed.
- 8.16 If following investigation, the Meter Points are not deemed to be duplicate Meter Points and are two separate properties or supplies, a data correction will need to be made in order to avoid future recurrences. These amendments should follow standard criteria:
  - a) Meter Points should hold distinct address and asset data that clearly identifies them as separate supplies (in the event of multiple supplies, at a single dwelling, the asset data will be the distinct separator).
  - b) Address data should be Post Code Address File (PAF) registered.

Crossed Meter issues should be dealt with accordingly. These will likely involve Erroneous Transfers (ET) where the procedure in <u>Schedule 10section 3</u> should be followed.

- 8.17 Recognised industry explanations for duplicate Meter Points held within <u>DES-the Gas</u> Enquiry Service
  - a) Meter Points with a status of dead
  - b) New services
  - c) Small Transporters Network
  - d) Liquid Petroleum Gas (LPG) development
  - e) Address errors (specifically plot to postal addresses)
  - f) Customer owned secondary meters (Not directly connected to a network)
  - g) Unrecognised errors

Section 8.22 of the RDM procedure details the checks necessary to determine the Valid Supplier.

8.18 <u>Affected Parties are informed and the RDM procedure is followed to determine the</u> <u>Supplier with the valid contract.</u>

- 8.19 The Initiating Supplier makes contact with the other Associated Supplier to inform that the RDM procedure is being followed. This initial contact should be followed up by the Initiating Supplier by sending an email to the Associated Supplier's Level 1 Contact. For the avoidance of doubt, this contact will confirm when the RDM process has commenced. Within 10 Working Days from the date of the email, the Suppliers shall have completed the processes set out in section 8.18 (including sections 8.19, 8.20 and 8.21); and, where appropriate, the Duplicate Supplier will have raised a DUP query in accordance with section 8.30.
- 8.20 Details of the Meter Point concerned and any suspected issues should be shared. The Associated Supplier should assist where possible in the investigations, providing all available information on the site, asset and Customer in accordance with the Data Protection Act 1998.
- 8.21 The Associated Supplier should make clear if a Customer is being billed under the Meter Point they hold and if these bills are being paid.
- 8.22 Checks to be made
- 8.23 The following checks will determine if there is a duplicate Meter Point based on the explanations shown in section 8.17.
- 8.24 The Initiating Supplier shall carry out the following checks:
  - a) Confirm the Customers preferred Supplier and if they have any contracts in place, specifically those with penalty clauses attached.
  - b) Any Meter exchange information.
  - c) Asset details.
  - d) MAM/MAP, identified from the Meter label.
  - e) Location of the gas Meter.
  - f) Current Actual Meter Reading.
  - g) Has there been a new service installed or any changes to the service at the property.
  - h) Confirmation of the known address and any ambiguous mailing addresses.

The following additional Customer checks shall (where relevant), be completed by the Initiating Supplier:

# A. Meter Points with a status of dead

- Confirm the status of each Meter Point on DESthe Gas Enquiry Service.
- A status of dead may indicate historical activities by the network involving removal of supply.
- B. New Services (inc demolished/rebuilt or refurbished properties)

- Contact the Customer and establish property history.
- Confirm with the previous Supplier (Address, Asset, Meter Readings, Customer Name, Meter Point Reference Number).
- Confirm with the CDSP how the Meter Point was loaded onto <u>DESthe Gas Enquiry</u> Service.
- Check council tax websites (http://www.voa.gov.uk/council\_tax/) (http://www.saa.gov.uk/) (http://ratinglists.vao.gov.uk/) for evidence of ended or suspended payments.
- Check if the new service is on a Small Transporter network.

# C. Small Transporters Network

- Check the Small Transporter MPRN ranges on the iGT UNC website (http://www.igtunc.co.uk/).
- Confirm directly with the Small Transporter using available websites and Supplier contacts.
- Check **DES**the Gas Enquiry Service.

# D. LPG development

- Confirm if the site resides within LPG area. These developments can be confirmed by the CDSP.
- Contact the Customer to confirm the gas supplies to neighbouring properties.
- Check details of Customer billing.

# E. Address errors

- Confirm with the CDSP if any address amendments have been carried out.
- Check PAF to see what address is held and if this matches either of the Meter Points in question.
- Refer to Customer; confirm any known mailing addresses for the site.

# F. Customer owned secondary meters

The following collection of checks will assist in determining the presence of a secondary meter but should not be relied on individually.

- Contact the Customer/carry out site visit (confirm the following).
- Is the Meter a crimson colour?
- Is there a regulator/governor in place?
- Is the year of manufacture later than 2002?

• Does the Meter Serial Number (MSN) follow recognised configuration rules? (confirm with manufacturer if unsure)

# Additional checks

- Does the MSN relate to any other property on DESthe Gas Enquiry Service?
- Confirm address and asset details held by the MAM for both Meter Points.
- Carry out a site visit to confirm any uncertain details.

# 8.25 Results of investigations/Action to be taken

- 8.26 Once the sufficient consideration has been given, the suspected duplicate situation should be clear. In the event that two distinct supplies exist refer to section 8.15, otherwise, refer to section 8.28 to determine the Valid Supplier.
- 8.27 Normally, irrespective of the findings, in the event of a duplicate scenario the resolution of the duplicate Meter Point must favour the Supplier with the valid contract. This will have been confirmed by the Customer at the earliest opportunity.

# 8.28 <u>Guidance action for recognised explanations</u>

8.29 Although some of the scenarios in this section are not strictly duplicated Meter Points, the frequency with which they occur warranted specifying the process for resolution.

# A. Meter Points with a status of dead

The Supplier to the live Meter Point is the Valid Supplier.

The dead Meter Point must be withdrawn from the portfolio of the Duplicate Supplier.

The New Meter Point has been created out of necessity and would normally reside with the Supplier with the valid contract. See appendix 2.

The Duplicate Supplier with the dead Meter Point can use the Change of Supplier process to apply for the new Meter Point if necessary. See section 4.

B. New services (Inc demolished/rebuilt or refurbished properties)

If a property has had a new service installed as a result of a refurbishment, conversion or a demolition/rebuild and the original Meter Point has been removed but is still held as live and on supply with a gas Supplier, then the Supplier to the old Meter Point must isolate and withdraw. See Appendix 2

The CDSP does not class this as a duplicate as the Meter Points relate to different supplies.

The Supplier to the new Meter Point is the Valid Supplier to the property. The Duplicate Supplier with the dead Meter Point can use the Change of Supply Process to apply for the new Meter Point if necessary.

C. Small Transporters Network

If it is discovered that the supply to the site is on a Small Transporter Network, the Supplier with the Small Transporter Meter Point shall be deemed to be the Valid Supplier.

• The Meter Point with the Small Transporter is the valid gas supply to the property.

No duplicate can be raised as the Small Transporter is a new supply. The Meter Point held by the CDSP should have been isolated and withdrawn when the original supply was removed. The Duplicate Supplier to the now obsolete Meter Point must isolate and withdraw. See Appendix 2

• Meter Point was created after the Small Transporter Meter Point was established.

Once it has been established who the Supplier to the valid Meter Point is, the Duplicate Supplier should then precede with its obligations in section 8.30. If this is not in the ownership of the Supplier with the valid contract, then this Supplier must register the correct Meter Point. See section 4.

# D. LPG Development

If it is discovered that the supply to the site is an LPG supply, there is no Valid Supplier and the resolution cannot be dealt with as a DUP query. The Supplier(s) to the now obsolete Meter Point(s) must isolate and withdraw. See Appendix 2

### E. Address errors (specifically plot to postal addresses)

When locating the correct Meter Point to confirm, Suppliers may be misled by the plot address held within <u>DES-Gas Enquiry Service</u> for new developments. This may result in:

- The erroneous creation of a new Meter Point to facilitate the confirmation of supply.
- The confirmation of the Meter Point associated to the MSN provided by the Customer (which may or may not be the correct MSN).

When the UIP or Supplier involved in the new development updates the plot address details to the Post Office assigned address, the duplicate Meter Point in the initial scenario is more apparent. However this may not become evident until the Customer is billed by both Suppliers. On recognising this, the Initiating Supplier should start the RDM procedure. The Supplier who has entered into a contract with the Customer (with the Customer's knowledge and agreement) for the supply of gas to the property is the Valid Supplier. The Duplicate Supplier will proceed with its obligations in 8.30.

In order to resolve the latter issue, an ET will need to be actioned back to the new connection company.

In the event of any Crossed Meter issues, these will be dealt with accordingly.

F. Customer Owned Secondary Meters

In the event that the duplicate Meter Point involves a secondary Meter. The Supplier to the primary Meter is the Valid Supplier. The Duplicate Supplier should proceed with their obligations in 8.30.

G. Unrecognised errors

**Incorrect Address details held on DESthe Gas Enquiry Service**. In the event that a duplicate Meter Point has been created as a result of incorrect or incomplete address details on DESthe Gas Enquiry Service, the Valid Supplier is the Supplier who has entered into a contract with the Customer (with the Customer's knowledge and agreement) for the supply of gas to the property. The Duplicate Supplier will proceed with its obligations in 8.30.

**Duplicate Meter Point created for unknown reason**. In the event that a duplicate Meter Point has been created with no known reason, the Valid Supplier is the Supplier who has entered into a contract with the Customer (with the Customer's knowledge and agreement) for the supply of gas to the property. The Duplicate Supplier will proceed with its obligations in section 8.30.

- 8.30 <u>Supplier without a valid contract raises DUP query to remove Meter Point and recover</u> necessary costs (where possible).
- 8.31 Once it has been established that duplicate Meter Points exist for a property and an agreement has been reached as to which gas Supplier does not hold a valid contract, the Supplier without the valid contact will:
  - a) Within 15 Working Days of initial contact from the Initiating Supplier, confirm, in writing to the Valid Supplier that they are the Duplicate Supplier and as a result of the RDM procedure, will now arrange to withdraw. Or that investigation into the query is still being actioned.
  - b) If there is an on-going investigation, after a further 10 Working Days confirm to the Valid Supplier the status of the query. Once the DUP query has been investigated, the CDSP will advise the Supplier via a configuration change request, to remove any assets and withdraw from the supply. the CDSP will reconcile the Meter Point based on the provided information and correct all appropriate invoices.
- 8.32 Once the DUP query has been actioned by the CDSP, the Meter Point details on <u>DES-Gas</u> <u>Enquiry Service</u> will be set to extinct.
- 8.33 If the configuration change request has been actioned within the specified timescales, the CDSP will process the data through the 'invoicing 95' system and create the invoice for the appropriate Shipper. This will be provided on the monthly release of Backup Documentation File (BCD) invoices, identified within the file by the adjustment Description "DUP [Month] [Year]".

# **Escalation procedure**

#### 8.34 Failure to reach agreement between Suppliers

8.35 If the Suppliers fail to reach an agreement on who is the Valid Supplier to withdraw, the case will need to be passed to the SPAA-Contract Manager to liaise with his/her counterpart.

# 8.36 Agreed response time

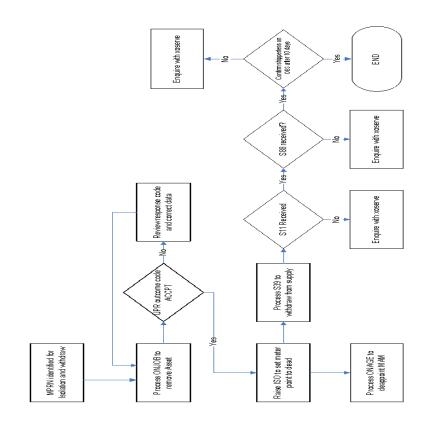
8.37 Unless investigations are still being carried out subject to section 8.30, 15 Working Days should be allowed from the date (D) of the initial contact, for the Duplicate Supplier to raise the DUP query, and advise the Valid Supplier of this. The following table sets out the escalation process in the event the Duplicate Supplier fails to raise the DUP query within the appropriate time period:

Process	Timescale	Responsibility Level
Stage One escalation	D + 15 working days	Operational contact
Second follow up	D + 20 working days	Supervisor/work manager
Final follow up	D + 30 working days	Contract Manager

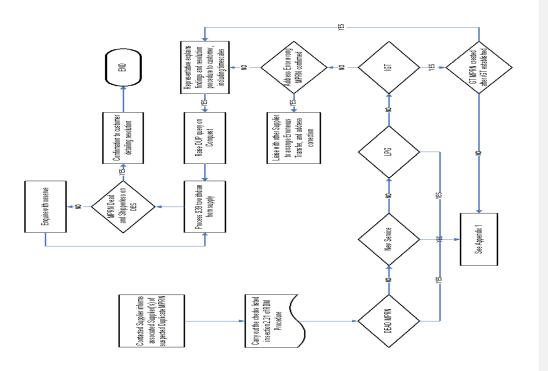
# **Customer relationship**

- 8.38 It is essential that both during the investigation and once the investigation has been concluded that the Customer is kept informed of the relative timescales for resolution.
  - a) If a Customer believes that they are being billed by more than one Supplier, then they can contact any of the gas Suppliers who are billing them. The contacted Supplier will liaise with all other gas Suppliers to resolve the matter.
  - An appropriately trained representative of the contacted Supplier shall explain to the Customer:
  - What actions will be taken.
  - When a resolution can reasonably be expected.
  - That they will continue to pay the preferred gas Supplier for the energy consumed and where possible, how their billing arrangements with other Suppliers will be treated.
  - How they will be kept informed of the progress towards resolution.
  - c) The Customer will be advised within 10 Working Days of their initial contact, the progress of their query.
  - d) Both Suppliers should, where it is deemed appropriate, provide written confirmation to the Customer once the query has been resolved. The query can only be classed as resolved, once the necessary updates with the CDSP have been made.





# APPENDIX 2 - RDM Procedure



# 9. Resolution of Crossed Meters

# Background

**9.1** Where a Crossed Meter dispute is identified, it is important that Suppliers are able to investigate and resolve all the premises affected. With market competition and the introduction of RGMA, the investigation and resolution can be complicated where there may be several premises involved with separate Suppliers and Meter Asset Managers responsible for each site. This procedure provides a mechanism whereby Suppliers and their agents can implement a uniform approach to dealing with Crossed Meter disputes.

# Purpose

9.2 The purpose of this procedure is to ensure that Suppliers deal with Crossed Meter disputes in a uniform manner and that resolution is within indicative timescales.

#### Scope

9.3 The scope of this procedure is limited to Crossed Meter events occurring in respect of Domestic Premises.

#### Overview

- 9.4 This Schedule is a Mandatory Schedule for Domestic Suppliers. All Domestic Suppliers are required to comply with this <u>Scheduleprocedure</u>.
- 9.5 Where a Crossed Meter is identified and two or more separate Suppliers are involved, the Suppliers shall resolve the situation by following the procedure detailed below.
- 9.6 Example circumstances which may indicate Crossed Meter scenarios:
  - Customer says the Meter in their property has a different Meter Serial Number to the meter on their bill.
  - The customer questions their consumption.
  - The Meter Reading Agent reports that meters may be crossed.
  - A third party informs of a possible Crossed Meter.
  - The MAP may report that the Supplier's records are wrong.

#### Procedure

- 9.7 Supplier Contacts
- 9.8 For the purposes of dealing with Crossed Meter disputes Suppliers will provide telephone numbers and email addresses for their Crossed Meter points of contact in accordance with Schedule 24to the Code Manager.
- 9.9 Suppliers will ensure when changes occur that any new information is provided to enable the contact list to be updated within 5 Working Days.
- 9.10 Process for resolving Crossed Meter disputes
- 9.11 When a Supplier discovers that it has been billing a customer to Meter Readings taken from another Customer's Meter the Initiating Supplier shall:
  - a) Establish the identity of the Associated Supplier(s); and

# Commented [SJ11]: Based on v5 of SPAA Schedule 31

- b) Take reasonable endeavours to contact the Associated Supplier within two Working Days (or three Working Days if more than two Suppliers are involved) of establishing the Associated Supplier's identity (by email or telephone) to advise them that a suspected Crossed Meter situation has occurred and to provide the information below (together with details of any other sites affected).
- c) The information to be so provided in respect of the affected property(ies) shall include:
  - Address
  - Postcode
  - Meter Serial Number
  - Meter Point Reference Number
  - Access instructions
  - Meter location (if known)
  - Access details (if available)
  - MAM details
  - Smart Meter Y/N
  - SMSO ID if available and if applicable
- 9.12 The Associated Supplier shall within two Working Days from being contacted by the Initiating Supplier acknowledge the suspected Crossed Meter by email.
- 9.13 The Associated Supplier shall take reasonable steps to investigate within five Working Days of the initial contact, the details provided and ascertain if they have any recorded details supporting/contradicting the details provided. The Associated Supplier shall contact the Initiating Supplier by email or telephone to share this information and the meter details the Associated Supplier has on record relating to the site and agree the next course of action which may include a site visit by either/both Suppliers
- 9.14 If a site visit is required, the results of the visit shall be exchanged within 5 Working Days of receipt of the job complete notification from the Suppliers agent. If Suppliers have any relevant read history this should be sent at the same time. It is the responsibility of the current Supplier of affected metering points to ensure that the metering asset data is corrected

# **Customer Contact**

- 9.15 It is important that during the Crossed Meter investigation and once the investigation has been concluded that the Customer is kept informed of the relative timescales for resolution.
- 9.16 An appropriately trained representative of the contacted Supplier shall explain to the Customer within 10 Working Days of the initial contact:
  - What actions will be taken?
  - When a resolution can reasonably be expected?
  - How they will be kept informed of the progress towards resolution.
- 9.17 Suppliers should, where it is deemed appropriate, provide written confirmation to the Customer once the query has been resolved.

# Escalation

9.18 The table below summarises the escalation procedure that shall be taken when resolving any issues with a Crossed Meter query. All timings referred to in this table are in Workings Days.

The escalation procedure shall be followed by both the Initiating Supplier and the Associated Supplier in the event that a response is not received within the timescales detailed below.

9.19 The escalation process will not be followed if there is a site visit in progress or scheduled but not yet completed.

Process	Timescale	Responsibility Level of Contact(s)
Initial follow up	Day +7	Operational
Second follow up	Day +15	Operational Manager
Final follow up	Day +25	SPAA-Contract Manager

# Supply Disconnected in Error

9.20 In the event that a Supply Point is disconnected in error and a Crossed Meter investigation is ongoing the Supplier initiating the disconnection should apply a non-contentious policy. Every effort should be made to reconnect the Supply Point within 24 hours.

# **10. Misdirected Payments Procedure**

#### Introduction

10.1 Although following a CoS the New Supplier is required to send a new Prepayment Device to the Consumer, it is possible that the Consumer continues to use the Prepayment Device issued by the Old Supplier or that the New Supplier fails to send a new Prepayment Device.

# Principles

- 10.2 The payments for the purchase of credit made by the prepayment Consumer belong to the Supplier registered to the Supply Point at the time of the credit purchase. The PPMIP will always allocate payments as per the latest Supplier update (PPO1); they must not hold on to any payment received unless it is unallocated.
- 10.3 Payments received for credit on or after the Supplier Start Date (SSD) of the New Supplier shall not be used by the Old Supplier to reduce outstanding debts.
- 10.4 The Old Supplier should record and retain all payments received from a Consumer on or after the SSD of the New Supplier. The Old Supplier should not automatically refund any payments received after SSD to the Consumer but should instead allocate all related payments to the New Supplier once requested to do so and refer all enquiries to the New Supplier.
- 10.5 It is the New Supplier's responsibility to manage the income received from their Consumers and as such should be able to identify when no or insufficient payments have been received from a prepayment Consumer. When the New Supplier believes that payments are missing, that Supplier should contact the Consumer and/or initiate the misdirected claims process as detailed below.
- 10.6 Where payments have been received by the Old Supplier due to the Consumer's use of the old Prepayment Device, the New Supplier should remind the Consumer of the need to use the correct Prepayment Device to ensure that payments are allocated correctly. Attempts should be made by the New Supplier to encourage the Consumer to use the correct Prepayment Device and to obtain the old Prepayment Device from the Consumer.

### **Misdirected Payments Claim Process**

- 10.7 Suppliers should endeavour to make a claim for any period of Misdirected Payments within two months of:
  - a) the Consumer commencing to use the correct Prepayment Device;
  - b) there being a change of Meter technology following which, the old Prepayment Device is no longer used;
  - c) the New Supplier losing the Consumer via a subsequent CoS event;
  - d) there being a Change of Tenancy;
  - e) where an objection has been raised and a PPO1 was sent prior to final confirmation of the CoS was received.
- 10.8 Suppliers shall issue claims for Misdirected Payments on either a weekly or monthly basis; as determined by the Initiating Supplier and notified to the Associated Supplier.

Commented [SJ12]: Removed from Schedule 43 as this process will not be included in the REC Prepayment Schedule

- 10.9 If the Initiating Supplier determines that a claim is going to be issued later than the date required by Paragraph 10.8, the Initiating Supplier shall notify the Associated Supplier.
- 10.10 If the Initiating Supplier wishes to change the frequency of issuing claims (between weekly or monthly), the Initiating Supplier shall provide the Associated Supplier with 20 WDs' advance notice of the change.
- 10.11 If the Initiating Supplier is aware of a substantial increase in the volume of claims that will be made, it shall notify the Associated Supplier in advance.
- 10.12 A substantial increase is one where the number of claims in a period is expected to increase by more than 50% compared to the last period or if the total number of claims is to increase by more than 1000 in any given month (or 250 in any given week if claims are made on a weekly basis). Where there is a substantial increase, the two Suppliers shall enter a bilateral agreement for the handling of the excess.
- 10.13 Under normal circumstances the Associated Supplier should not charge for passing Misdirected Payments to the Initiating Supplier. However, where a subsequent claim is made for a Supply Point where there has already been a successful claim covering part of the same registration period, it is acceptable for the Associated Supplier to charge a reasonable fee for passing-on any further Misdirected Payments.
- 10.14 Claims for the reallocation of Misdirected Payments should be submitted using the claim forms in Appendix 1-of this Schedule.
- 10.15 It is recommended that claims should not be made for Misdirected Payments covering less than 14 calendar days' supply.
- 10.16 The backstop date for Misdirected Payment claims is described in Paragraph 10.17. No claims for Misdirected Payments can be made in respect of the period prior to such backstop date.
- 10.17 On 30th June each year, the Misdirected Payments backstop date will change to 30th June four years earlier than the current year.
- 10.18 The Associated Supplier may reject any claims where the 'Claim Request From Date' or the 'Claim Request To Date' is not included.
- 10.19 The Associated Supplier must return the claim form in the same format in which it was sent.
- 10.20 Provided that the 'Claim Request From Date' of the claim period contained in the claim form is after the Supply End Date of the Associated Supplier's registration, then the Associated Supplier should process the claim form. The Initiating Supplier should ensure that the claim form only includes claims for periods for which that Supplier was registered for the Supply Points concerned.
- 10.21 Once the claim form has been processed and the Associated Supplier determines that Misdirected Payments should be forwarded to the Initiating Supplier, this transfer should be completed in a "one-off" transaction that includes the completed claim form. The claim form should be returned with the following additional information:
  - a) amount to be returned; and
  - b) any suitable comments.

- 10.22 If there is no payment to be returned or only part payment, the 'Previous Supplier ID' field should be completed where possible. This information will enable the Initiating Supplier to contact the Historical Supplier, as the Consumer may be still using the Prepayment Device of that Supplier. The Supplier receiving the money can then correctly allocate it to the appropriate Consumer accounts.
- 10.23 The "one-off" claim of the Misdirected Payments should be initiated when there is confidence that the Consumer is correctly using the new Prepayment Device.
- 10.24 In exceptional circumstances if required, the New Supplier can request an individual breakdown of payments, subsequent to the return of the claim form.
- 10.25 The processed claim form should be returned to the Associated Supplier's Operational Contact, within 20 WD of receipt.
- 10.26 The Misdirected Payments should be sent out to the Initiating Supplier within 10 WD of return of the claim form. When a claim form includes claims for payments where the 'Claim Request To Date' is more than twelve months prior to the date of the claim form, then it may not be possible to meet this 10 WD timescale. In such cases the Suppliers should reach agreement on the timescales for settling such claims.
- 10.27 Where the number of claims in a period has increased by more than 50% compared to the last period or if the total number of claims has increased by more than 1000 in any given month (or pro rata if claims are made on a weekly basis) then it may not be possible to meet these timescales. In such cases the initiating and receiving Suppliers should enter a bilateral agreement for the handling of the excess.
- 10.28 Where the Initiating Supplier receives a returned claim form indicating that no payment or only a partial payment has been made by the Consumer, this may be due to the payment being held by the Supplier registered immediately prior to the Supplier to whom the claim was originally sent (the 'previous, previous Supplier'). The returned claim form should include the ID of the previous, previous Supplier where possible and in this circumstance, the Initiating Supplier should issue a claim form to that Supplier.
- 10.29 Where any disputes arise between an Initiating Supplier and an Associated Supplier regarding the issue or return of payment claim forms, the following table summarises the escalation procedure that should be followed:

Process	Timescale	Responsibility Level of Contact(s)
Issue Claim Form	Day of Issue	Operational staff
Initial follow up	Day of Issue +20WD	Supervisor or operational staff
Second follow up	Day of Issue +25WD	Senior manager of operational staff
Final follow up	Day of Issue +30WD	SPAA-Contract Manager

10.30The Code Manager shall maintain the 'Misdirected Payment Claim Form and Reason Codes'document, shall update it from time to time, and shall make it available via the REC Portal.Please see the REC Portal for a copy of the most up-to-date document.

The Misdirected Payment claim forms and reason codes can be found in Appendix 1 of this Schedule.

APPENDIX 1

The Secretariat shall maintain the 'Misdirected Payment Claim Form and Reason Codes' document, shall update it from time to time, and shall make it available via the SPAA website. Please see the SPAA website for a copy of the most up to date document.