B2B Procedures

- Customer and Site Details (version change)
- Service Order (procedure changes)
- Meter Data (version change)
- One Way Notification (procedure changes)
- Technical Delivery Specification (procedure changes)
- B2B Guide (document changes)

CONSULTATION – First Stage

CONSULTATION PARTICIPANT RESPONSE TEMPLATE

***Participant**: Endeavour Energy*

***Completion Date**: 11/04/2022*

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1. Issues Paper Questions

Topic	Question	Comments
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	We prefer option 1b because it fully meets the objective of protecting against customers being left off supply whereas option 1a only partially meets this objective. We understand that there will be costs to some participants, and the cost can vary between participants, depending on the option. We agree that cost is an important factor as ultimately these costs are likely to be passed onto customers. However, we encourage the IEC to provide more weighting on the option that better meets the primary objective of protecting against customers being left off supply. The issues paper highlighted additional benefits of option 1a in that it can provide "… a consistent notification to the DNSP or the MPB that a request has been submitted with respect to the energisation status of the site … mitigate a wasted truck visit". We agree that option 1a provides these additional benefits, however we encourage the IEC to provide more weighting on the option that better meets the primary objective of protecting against customers being left off supply because additional benefits should not override the main objective. In addition, the additional benefits could be considered on its own merits, via a separate ICF, and could be implemented regardless of the option chosen. We note that by design, a service order cancellation does not trigger a notified party transaction. This means that option 1a has another design gap in that cancellation of service orders cannot be communicated to a notified party. The impact of this is that disconnections raised by the FRMP may not be actioned and therefore introduce financial risks to the FRMP. Although this is not a

Topic	Question	Comments
		customer impact, it is an impact to the FRMP that may lead to disputes with the DNSP.
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	**Have you already implemented one of the proposed options?** With regards to option 1a, our current system does not have the proposed logic. Currently we use the Notified Party as per the procedure, which states that 'Notifications in the form of a NotifiedParty transaction, are for information purposes only; no action is required of the Notified Party apart from acknowledging the transaction.' (clause 2.3.b of B2B Service Order Procedure). We built our system for the primary use case that the Notify Party was introduced for, which is for the retailer to notify the DNSP when a remote disconnection was done so that the DNSP can better manage 'no supply' calls from customers. With regards to option 1b, our current system partially supports option 1b. We already have the logic to not undertake a field visit where we reasonably believe the site will remain energised. However, we will need to update our system to perform a field visit for the subtype of 'Physical Visit'. **What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.** For option 1a the changes to our system and processes would be costly and complex as it will require updating 3 of our core systems and interfaces and having to regression test an already complex part of the system. For option 1b the changes to our system is simpler and therefore less costly.

Topic	Question	Comments
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	**These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers?** We believe that option 1b fully meets the objective of protecting against customers being left off supply whereas option 1a only partially meets this objective. We note the acknowledgement in the issues paper that by design option 1a does not fully meet the objective of protecting against customers being left off supply and that "…the customer will be required to contact their new Retailer to inform the Retailer that the customer is without supply. Subsequently, the new Retailer will raise a SO for reconnection." Of concern, to address the gap in option 1a it is proposed that: • The customer contacts the retailer about having no supply, which would not be a positive customer experience • The retailer raises a service order, which is what is proposed in option 1b and therefore by design option 1b does not have this issue The issues paper did not describe the scenario when option 1b would not fully meet the objective of protecting against customers being left off supply. However, in discussion with other participants we understand that it could be due to two possible reasons. The first is non-compliance, that is a participant may not have systems and processes in place that is compliant with their obligations and this can result in a customer being left off supply. The second is an existing B2B Procedure issue, that is a participant have systems and processes in place that is compliant with the B2B Procedure but due to ambiguities in the B2B Procedure there are scenarios where customers are being left off supply. If a participant is non-compliant then we do not believe that this should be conflated with the design of an option and this would be

Topic	Question	Comments
		better addressed by reaching out to that individual participant. If the current B2B Procedure is ambiguous then this should also not be conflated with the design of an option, but instead we should take this opportunity to remove this ambiguity or consider this via a separate ICF. Either way, we encourage the participant who raised this concern to provide more detail of the issue so that the root cause can be identified and rectified. Without this additional information, it is our understanding option 1b by design fully meets the objective of protecting against customers being left off supply. Therefore, we believe that option 1b provides better protection to customers. **To what extent do you believe that your chosen option better protects customers?** We believe that option 1b fully meets the objective of protecting against customers being left off supply because a service order is used as opposed to a notified party transaction. A service order is an instruction to a service provider to undertake an action, whereas a notified party transaction is only information about instructions sent to another service provider. The notified party transaction can be used to cancel any disconnection if the disconnection has not started but it cannot be used to perform the reconnection if the disconnection has already started. However, a service order can be used to cancel any disconnection if the disconnection has not started and it can be used to perform the reconnection if the disconnection has already started. Due to this distinct difference, we believe that option 1b provides better protection to customers.

Topic	Question	Comments
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	**What is the extent of the customer impact for each of the proposed solution?** For option 1a, the proposed design is for the customer to contact their retailer when they become aware that they have no supply. The retailer is then to raise a reconnection service order to the appropriate service provider and the service provider is to action the reconnection request. This means from a customer perspective they will have the inconvenience of having to contacting their retailer and wait for the reconnection to be actioned. During this time the customer will not have power to their premises and therefore will not have lighting or be able to use any equipment that requires power eg air conditioner, fridge, microwave, electric oven, electric hot water etc. For option 1b, as highlighted above we believe that by design this option fully meets the objective of protecting against customers being left off supply and therefore customers will have supply on their nominated date. This means from a customer perspective there is no impact. **How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?** For option 1a, depending on when the customer contacts their retailer and when the retailer raises the reconnection service order the impact is likely to be hours and if the reconnection service order was raised after working hours then it could be the next day, noting that after hours reconnection is available as a service (with a higher fee) for urgent reconnection requests. For option 1b, as highlighted above we believe that by design this option fully meets the objective of protecting against customers being left off supply and

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		therefore customers will have supply on their nominated date. This means from a customer perspective there is no impact.
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	We support a May 2023 effective start date
2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	We support a new Shared Fuse Notification using the aseXML OWN
2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	We support a May 2023 effective start date
2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	We note that the issues paper suggests that the B2B Guide was updated to define the interim CSV and email process for communicating shared fuse information and that there will be a version 3.7.1 with an effective start date of 1 May 2022. However, version 3.7.1 was not published with this consultation. We suggest that a final version of 3.7.1 (with an effective start date of 1 May 2022) be published with the contents (and any changes due to feedback received during this consultation) of clause 6.7 of the 'B2B Guide v3.8' document.

2. Service Order Process – Option 1a

Old Clause No	New Clause No	Comments
	Table 3	We note that table 13 is making the notified party mandatory in the service order transaction when a Re-energisation or De-energisation service order is raised. However, the heading in the new column in table 13 says 'Use of Notified Party (either via SO transaction or via stand- alone notified party transaction)' which suggest an option on how to generate the notified party. To remove any confusion, we suggest that this be clarified and we suggest that the approach should always be via the service order so that the B2B E-hub can validate this and in the interest of protecting against customers being left off supply ensure that a notified party is specified when the service order is raised. Therefore we suggest that the heading in the new column say: Use of Notified Party via Service Order transaction
	2.3.1.c	We note that table 13 is making the notified party mandatory in the service order transaction when a Re-energisation or De-energisation service order is raised. For the avoidance of doubt, clause 2.3.1.c should also make this clear. We suggest that clause 2.3.1.c be updated to: The Initiator of a Service Order for re-energisation or de-energisation must include the following Notified Party within the Service Order:
	New proposed clause 2.16.4.g	It should be made clear that since a service order cancellation does not trigger a notified party transaction it means that a disconnection raised by the FRMP may not be actioned because the service provider is unaware that the reconnection service order was cancelled. We suggest a new clause of 2.16.4.g be added as follow: Since a service order cancellation does not trigger a notified party transaction the Initiator of a De-energisation ServiceOrderRequest must not reject a ServiceOrderResponse with an ExceptionCode of "De-energisation Not Completed Due To A Re-energisation" when the Initiator is aware that the Re-energisation ServiceOrderRequest was cancelled

3. Service Order Process – Option 1b

Old Clause No	New Clause No	Comments
	2.3.a	Grammar error: Missing the word 'of' after 'related parties'. Suggest the clause be updated to: The aim is to notify related parties of the connection point (ie the Notified Party) who are not involved directly in the provision of the requested service, and provide visibility of activities undertaken by a Service Order Recipient (the Service Provider) prior to commencement and at completion of any request.
	2.3.a.i	This clause is redundant because in clause 2.3.a it already states 'The use of Notified Party is not mandatory'. We suggest that clause 2.3.a.i be deleted
2.3.c	2.3.a.ii	The new clause 2.3.a.ii has replaced the old clause 2.3.c, however there is more information in the old clause. We suggest that the old cluse be re-instated or all the information from the old clause be copied to the new clause
	2.16.2	For clarity we suggest that it be made clearer that the ServiceOrderRequest to the DNSP and MPB is a re-energisation. In addition we believe that this clause incorrectly referenced re-energisation when it should be de-energisation. We suggest that this clause be updated to: Excluding Victoria, the Incoming Retailer must raise a re-energisation ServiceOrderRequest to both the DNSP and the MPB, where they are unclear which party performed or is in the process of performing the de-energisation for small customer contestable metering installations where remote service is allowed.

4. One Way Notification

Old Clause No	New Clause No	Comments
	Table 11, SharedIsolationPointFlag field	We note that the intent is to align this field with the corresponding field defined in MSATS. For consistency we suggest that the definition of the allowed values be the same as defined in the Standing Data for MSATS document. We suggest that the definition be updated to: Y: Indicates that a Shared Fuse Arrangement is present N: Indicates that no Shared Fuse Arrangement is present I: Indicates the metering installation is Isolated independently but still part of a Shared Fuse Arrangement

5. Technical Delivery Specification

Old Clause No	New Clause No	Comments

6. B2B Guide – Option 1a

Old Clause No	New Clause No	Comments
	4.3.2.d.ii	Clause 4.3.2.d.ii suggests that 'De-energisation outside this window can be avoided if Prospective Retailer ensures that the customer transfer completes in MSATS prior to the de-energisation schedule date'. However, a Prospective Retailer does not have visibility of the de-energisation schedule date. We suggest that this statement be removed because it is impractical, provides no value and could cause confusion.
	4.3.2.e	Given the design of option 1a and the fact that a DNSP cannot perform a reconnection without a service order from a retailer, it should be made clear that the customer must contact the retailer and not the DNSP if they have no supply. This will avoid confusing the customer and delaying the reconnection. We suggest adding the following to the end of clause 4.3.2.e: The customer should be instructed to contact the Prospective Retailer if they do not have supply.
	4.3.3	This section is a duplicate of table 3 in the Service Order procedure and therefore does not provide any additional value in the B2B Guide. We suggest that clause 4.3.3 be removed.
	6.7.1 Shared Fuse Obligations	We do not believe that the B2B Guide should be used to define obligations. We suggest that a heading of 'Introduction' (or something similar) would be more appropriate
	6.7.1.b	We believe that this clause is not relevant with regards to the Shared Fuse CSV file and therefore we suggest that this clause be removed
	6.7.2 Shared Fuse Notification – CSV File, Date field	For consistency we suggest that this field has the same definition as the new Shared Fuse Notification transaction. We suggest that the definition be updated to: The date that the Shared Fuse state was identified by the Initiator.
	6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same name defined in the new Shared Fuse Notification transaction. We suggest that the name of this field be updated to SharedIsolationPointFlag

Old Clause No	New Clause No	Comments
	6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same definition for the new Shared Fuse Notification transaction. We suggest that the definition be updated to: Y: Indicates that a Shared Fuse Arrangement is present N: Indicates that no Shared Fuse Arrangement is present I: Indicates the metering installation is Isolated independently but still part of a Shared Fuse Arrangement
	6.7.2 Shared Fuse Notification – CSV File, Note field	For consistency with the new Shared Fuse Notification transaction we suggest that this field be removed
	6.7.3 Shared Fuse Notification – E-mail Template	It is not clear why the Sender has to be an email nominated by the LNSP – could this be clarified or corrected?
	6.7.3 Shared Fuse Notification – E-mail Template	We suggest it be made clearer that the Recipient be the email address nominated by the LNSP. We suggest that this be updated to: Individual or group e-mail nominated by the LNSP
	7.3.6.1	This is a duplicate of clause 6.7 of the B2B Guide. We suggest that clause 7.3.6.1 be deleted
	7.3.6.2	This is a duplicate of clause 4.2.6 of the One Way Notification document. We suggest that clause 7.3.6.2 be deleted

7. B2B Guide – Option 1b

Old Clause No	New Clause No	Comments
	2.f	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b
	4.3.2	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b
	4.4.g	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b
	6.1.4.b	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b
	6.1.4.d.ii	The last sentence looks like it should be a part of clause 6.1.4.d.iii – we suggest that this be corrected
	6.7.1 Shared Fuse Obligations	We do not believe that the B2B Guide should be used to define obligations. We suggest that a heading of 'Introduction' (or something similar) would be more appropriate
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	7.3.6.1	This is a duplicate of clause 6.7 of the B2B Guide. We suggest that clause 7.3.6.1 be deleted
	7.3.6.2	This is a duplicate of clause 4.2.6 of the One Way Notification document. We suggest that clause 7.3.6.2 be deleted