

WHOLESALE-RETAIL CODE CHANGE PROPOSAL/ CHARGING CHANGE PROPOSAL

For use by the Panel

Change Proposal Reference <i>(To be completed by the Panel Secretary)</i>				CPW010	Version No	1.0
Submission: <i>(delete as appropriate)</i>		Change Proposal				
Title: of Change Proposal/Charging Change Proposal		Emergency Contact Details				
Summary: of Change Proposal/Charging Change Proposal <i>(no more than two sentences)</i>		This change proposal enables sharing of contact details to be used in emergency between trading parties to support effective incident management events such as water quality deterioration				
Status of the Change Proposal/Charging Change Proposal <i>(To be completed by the Panel Secretary)</i>						
First Time Published	15.05.2017	Rejected				
Assessment		OFWAT - Further Information required				
Consultation		OFWAT - Approved				
Recommendation		OFWAT - Rejected				
Further Information Required		Approved and Implemented				
General Details of the Proposer						
Name of Proposer		Don Maher				
Capacity (for Change Proposals – on behalf of a Party, as a Panel member, as the customer representative or on behalf of MOSL or the Authority; for Charging Change Proposals – on behalf of a Wholesaler).		Anglian Water Services				
Contact Email; Tel/Mob.		07885135217				
The Proposer recommends that this Change Proposal/Charging Change Proposal should: <i>(delete as appropriate)</i>		Proceed to Assessment				
Rationale for recommendation and any		To ensure that the opening of the non-household retail market does not have any impact on				

reason for urgency	<p>companies' ability to contact end-user customers in the event of an emergency or unplanned incident.</p> <p>This will reassure quality regulators and customers that the creation of the retail market will have no detrimental impact by allowing existing best practice across the water industry to continue, including proactive messaging and customer management during times of service interruptions most critically during serious operational incidents. Continued access to this information is essential to maintain existing services and reduce associated risk to public health and pollution.</p> <p>It is proposed that an initial change is made to the market codes to allow for the bilateral sharing of contact details to be used in emergency with a future review whether this data could be held in CMOS making consideration for systems configuration, cost and timing of any implementation.</p>
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Related Documents

Reference of any associated Panel Change Proposal/ Charging Change Proposal	WRC061
Documents Accompanying Form	<p>Documents from</p> <ul style="list-style-type: none"> • ICP Assessment call notes and post assessment call confirmation of views. • ICP Assessment working group outputs including working FAQ document from ICP061 proposal and comments received in advance • Data Protection Working Group assessment of ICP 061 • Note from DAC Beachcroft circulated in response to ICP 061 • Data Protection working group minutes • Water UK/MOSL Management of Serious Incidents Workshop • Water UK CEO letter to MOSL CEO • Water UK Stakeholder update

Change Proposal/ Charging Change Proposal Details

Description of (i) The enhancement, issue or defect which this Change Proposal seeks to address, or (ii) the modified or new charging method or charging structure required pursuant to this Charging Change Proposal, as required under the Market Arrangements Code Section 6.2.1(b).

Schedule 1 Part 3 of the Wholesale Contract: Operational Terms contains Part E which sets out the processes and arrangements for dealing with Unplanned interruptions and incidents.

Part E explicitly allows the wholesaler to engage directly with the non-household end-user customers where there is an emergency. In these situations the Wholesaler must subsequently update the Retailer with specific information detailed in Part E of Schedule 1 Operational Terms within set timescales.

The introduction of the market increases complexities in relationships, however, it does not remove the need for Wholesalers to discharge their statutory duties, manage their network or respond to and manage emergencies.

The Wholesale – Retail Code is clear that the overall responsibility for incident management and the communication with end users remains the duty of the Wholesaler in such instances.

Current industry best practice includes proactive management of events and emergencies across the entire customer base. This includes proactive and direct communication where incidents warrant such an appropriate response. Timeliness of messages to the right place can reduce risk and further escalation within a network which may have impacts on public health, the wider community and the environment. Proactive messaging is essential in order to reduce the number of calls into operational call centres; thus allowing wholesale resource to focus on dealing with the emergency and those customers most at risk.

This was further explored as part of the joint MOSL/Water UK workshop on the management of serious events, held in January 2017, with a note prepared by the organising parties noted that

The overarching themes brought up in the presentations and discussions included central access to contact details, improved flows of data and information, standardisation of customer facing messages and agreed definitions.

Throughout the Market Codes the broad principle is that the Retailer owns the relationship with the NHH end-user customer. Where there is other legislation the Wholesaler retains the duty to carry out statutory responsibilities e.g. Water Fittings Regulations, Trade Effluent Consents, SEMD compliance etc. The code, however, does not specifically mandate for the sharing of operational contact information between the Retailer and Wholesalers thereby potentially leading to greater risk and a degrading from the existing service to end-users customers.

Following advice from MOSL to the Data Protection Working Group in December 2016, MOSL confirmed that

there is an obligation in the Codes for Retailers to ensure their customers can be contacted in the event of any emergency, and this can be from Wholesaler to Retailer who in turn contacts their own customers.

This proposal seeks to clarify this requirement in the codes and make provision for sharing this contact information between parties on an agreed basis in order to support responses to emergencies. For clarity, this proposal does not suggest anything in addition to normal business processes with a *collect on contact type* approach using reasonable endeavours.

Description of the Change Proposal/ Charging Change Proposal, its nature and purpose and (for Change Proposals only) how it is consistent with the Principles and falls within the Objectives noted below, as required under the Market Arrangements Code Section 6.2.1(c).

Wholesale Contract, Schedule 1, Part 3 - Operational Terms

Section: Introduction and Summary

Page: 08

B. Communication and provision of information between the Wholesaler and the Retailer

The Wholesaler and Retailer shall also advise of the contact arrangements for twenty-four (24) hour on-call arrangements set out below under heading C (24 hour contact arrangements) of part E (Unplanned events and incidents), for example where the Wholesaler needs the Retailer's support for communications with Non-Household Customers in relation to an unplanned event or incident. **The Retailer shall on an agreed basis make available to the Wholesaler up to date end-user contact details to be used in emergencies to ensure effective communications during incidents and emergencies including for the purposes of adequate contingency planning under part D Planned Activities. For clarity, these emergency contact details are only to be used by the Wholesaler for the purpose of communicating with Non-household customers during unplanned events and incidents, and for contingency planning under part D, and no other purpose.**

D. Non-Household Customer contact

Section: Introduction and Summary

Page: 09

These Operational Terms reflect the principle that the Retailer owns its relationship with its Non-Household Customers and that Water Services and/or Sewerage Services are provided to Non-Household Customers through a Retailer. The Retailer is the primary point of contact for its Non-Household Customers **except in cases of unplanned incidents or emergencies**. However, these Operational Terms recognise that the Wholesaler retains various statutory and other obligations that will require it to engage directly with Non-Household Customers from time to time. **To enable this and to ensure that the Wholesaler has the ability to fulfil statutory requirements, the Retailer will maintain and share, at an agreed schedule with the relevant wholesaler, contact details that may used in the event of an unplanned or emergency incident.**

B. Roles and responsibilities

Section: Part E, B Roles and Responsibilities

Page: 91

The Retailer must support the Wholesaler in its management of such unplanned events or incidents **by maintaining and making available their Non-Household Customers' contact details on an agreed basis** and following the processes set out in this part E (Unplanned events and incidents). **The Retailer may also be required to support any other requests in relation to communication with the Retailer's Non-Household Customers.** Such requests must always be reasonable and include, for example, requests to follow particular scripts when relaying information to its Non-Household Customers in respect of any unplanned events or incidents affecting Water Services and/or Sewerage Services.

C. 24 hour contact arrangements

Section: Part E, C 24 hour contact arrangements

Page: 92

Consistent with that, the Retailer must:

iii collect and maintain, on a reasonably practical basis, contact details for their customers which allows for the provision information during interruptions and emergencies as per process E3 Step 4.

iv on a standing basis or as part of general duties of maintaining customer details, provide contact details to be used in an emergency to the wholesaler through agreed arrangements.

Section: Part E, Process E3 – Unplanned changes to supply of Water Services and/or Sewerage Services

Page: 101

Where this service is available and treating all customers equally, the Wholesaler may proactively notify affected customers through automated systems or via direct contact by using available contact details provided and maintained by the Retailer. Where this is the case the Retailer will be notified in addition to the issuing of any general public information.

Section: Part E, Process E4 – Drinking Water Quality Incidents

Page: 104

The Wholesaler's incident control plans may also, amongst other things, set out specific communications procedures to be carried out by the Wholesaler and how the Wholesaler shall co-ordinate those communications with other agencies, the Retailer and Non-Household Customers

The Wholesaler's incident control plans shall require the Wholesaler to inform all customers of the general advice on risk management and control measures. This shall normally be carried out via leaflets, loudhailers, press releases, proactive messaging or direct contact and web information depending on the nature and scale of the incident. The Wholesaler may reasonably call upon the Retailer to help it with such communications.

Section: Part E, Process E7 – Emergencies (.i.e. civil emergencies or national security events)

Page: 113

The Retailer shall provide the Wholesaler with such assistance or information including the provision of contact details as it may reasonably require in order to develop or keep such plans up-to-date.

Step 4

The Wholesaler shall manage an Emergency in line with any emergency plan it has prepared and its obligations under the Security and Emergency Measures Direction. This may include contacting the Retailer's Non-Household Customer directly using contact details to be used in emergencies either to issue instructions or provide information or advice.

During an Emergency response there may be circumstances that require on-going communication between the Non-Household Customer, Retailer and the Wholesaler. The Wholesaler and Retailer shall follow the arrangements set out under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents) in relation to twenty-four (24) hour contact arrangements

Principles and Objectives		
Principles	Affected (Y/N)	Description
Efficiency	Y	Required to support the effective incident resolution in the new market.
Proportionality	Y	Introduction of contact details is proportionate to the risks associated with emergencies and the response required in the new market arrangements.
Transparency	N	
Simplicity, cost-effectiveness and security	Y	Allows parties to work together to agree sharing mechanism. Remove the immediate need for systems amendments. Relevant Data Protection measures steps in place for on-going arrangements
Barriers to entry	N	
Non- discrimination	Y	All customer groups getting the same service
Customer participation	N	
Customer contact	Y	Improves ability of parties to respond to incidents and emergencies
Seamless markets	N	
No limit on upstream competition	N	
Business Terms Objectives	N	
Operational Terms Objectives	Y	Allows for the provision of operational contact details to be shared to cater for existing method of communication
Market Terms Objectives	N	
Description of the impact of the Change Proposal/ Charging Change Proposal on the following items, as required under the Market Arrangements Code Sections 6.2.1(e), (f) and (g).		
Configured Item	Impacted (Y/N)	Description
Wholesale-Retail Code, Part 1 (Objectives, Definitions and	N	

Principles)		
Wholesale-Retail Code, Part 2 (Business Terms)	N	
Wholesale-Retail Code, Part 3 (Operational Terms)	Y	
Wholesale-Retail Code, Part 4 (Market Terms)	N	
Wholesale-Retail Code, Part 5 (CSDs)	N	
Wholesale-Retail Code, Part 6 (Operational Forms)	N	
Appointment	N	
Licence	N	
Any other industry code, agreement or document (e.g. the Wholesale Contract or the MOSL Articles) (please specify)	N	
Central System	N	
Trading Party systems which interface with Central Systems and other relevant Trading Party systems/ business processes.	N	
Scottish Core Industry Documents	N	
Impact Assessment		
General Comment Pre-go live, consideration of the timing of adoption and implementation of the change may be relevant.	2 step approach with initial phase to limit impact on trading parties and systems.	
Cost/Benefit Estimate		
Financial Benefit Estimate (Low: < £10K, Medium: £10K	Low	

To £100K, High : > £100K)	
Description of any discussions on the topic of the Change Proposal/ Charging Change Proposal at the User Forum (as relevant) or otherwise relevant discussions with parties, as required under the Market Arrangements Code Section 6.2.1(h).	
Further Comments	
Various engagement across industry and relevant stakeholders as part of WRC061 including Data Protection Working Group, Assessment Call, workshop and Water UK workshop.	