6 November 2024

Mr Benn Barr
Chief Executive Officer
Australian Energy Market Commission
Level 15, 60 Castlereagh Street
Sydney NSW 2000

Online via: www.aemc.gov.au

Dear Mr Barr

ERC0399 – Real-time data for consumers Consultation Paper

Thank you for the opportunity to comment on this consultation paper.

The comments contained in this submission reflect the feedback of the Energy and Water Ombudsman Queensland (EWOQ), Energy & Water Ombudsman South Australia (EWOSA), and Energy & Water Ombudsman New South Wales (EWON). We are the industry-based external dispute resolution schemes for the energy and water industries in our respective states. We have collectively reviewed the consultation paper and we have only responded to those questions that align with issues customers raise, or with each respective organisation's operations as they relate to the consultation paper.

If you require any further information regarding this letter, please contact Mr Jeremy Inglis, Manager Policy and Research (EWOQ) on 07 3212 0630, Mr Antony Clarke, Policy and Governance Lead (EWOSA) on 08 8216 1861, or Dr Rory Campbell, Manager Policy & Systemic Issues (EWON) on 02 8218 5266.

Yours sincerely

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ERC0399 – Real-time data for consumers Consultation Paper

We broadly support enabling options for customers to access their data for increased flexibility, transparency and empowerment. As explored by the Commission in the Consultation Paper, the advantages of increased real-time data access include to:

- improve delivery, quality and reliability of digital services
- support customers to engage with the increasingly complex energy market
- support the uptake of Consumer Energy Resources and innovative energy services and help consumers maximise their benefits
- provide more fit-for-purpose regulatory outcomes than those currently enabled by:
    - Rule 28 of the National Energy Retail Rules, giving customers the right to request two years of historical (not real-time) billing data
    - the Consumer Data Right, which regulates access to data held by a retailer (usually by a third party), but does not regulate the delivery, quality and reliability of digital services provided by a retailer directly to its customers.

We also recognise the challenges outlined in the Consultation Paper, including that there will be a range of costs that will likely be incurred by retailers and passed to consumers in their bills. This is particularly an issue for those customers who do not have the need, desire and/or capacity to engage with and make use of real-time data. Energy consumers at risk of vulnerability will be more significantly impacted by these increased costs and be less likely to benefit directly from access to real-time data.

To inform the Commission's formulation of a set of standards and access outcomes for a real-time data service framework, our submission provides insights into consumer expectations of currently available data services provided by retailers and third parties.

Our insights are focused on consumer issues that are likely to impact the introduction of real-time data services – for example, the fact that the rollout of smart meters has not resulted in a reduced number of complaints about estimated electricity bills. To address these issues, the Commission should consider measures to:

- better regulate contractual relationships between retailers and metering parties where they are not delivering suitable consumer outcomes
- require metering parties to be members of energy ombudsman schemes.

The Commission should also consider:

- that energy ombudsman schemes must be able to obtain real-time data records for dispute resolution purposes, now and in a future where energy ombudsman jurisdiction potentially expands to include third party entities such as solar and battery installers
- how secondary settlement points, to be introduced for small customers from November 2026 under flexible trading rule changes, will fit into the real-time data framework
- the introduction of stronger privacy and cyber security protections and/or penalty provisions to ensure protection of real-time data for customers impacted by family violence.

Consultation question 3(a) – Do you agree with the proponent that metering parties have a competitive advantage in providing services not related to their core functions of settlement, billing and maintenance?

The Consultation Paper considers ancillary real-time data services beyond existing core functions like billing. However, our complaints indicate that there are risks related to metering parties' current core data functions that will not necessarily be resolved simply with increased smart meter saturation – and in fact may be exacerbated as the rollout progresses. If not addressed, these

consumer risks will also impede the development and implementation of an effective and efficient real-time data framework.

Complaints to our schemes that involve metering entities often include issues such as:

- customers still receiving estimated bills and/or confusing rebills despite having a smart meter
- retailer difficulty resolving internal billing complaints where the customer has a smart meter and metering party cooperation is required but not forthcoming
- ombudsman scheme difficulty resolving billing disputes where the customer has a smart meter and metering party cooperation is required but not forthcoming.

The case studies provided at the end of this submission provided clear examples of customers with smart meters still receiving estimated bills, and the apparent lack of scrutiny of the role of metering parties in the provision of meter data.

Case study 1 outlines an ombudsman systemic issue investigation into delayed actual meter data delivery and an increase in estimated meter data. The issues stemmed from a particular metering party and impacted multiple retailers and many customers across NSW, Queensland and South Australia. The systemic issue investigation indicated that:

- data provision service standards can differ across retailers because contracts between retailers and metering parties are individually negotiated
- if the retailer and metering party have an existing commercial arrangement, the retailer will benefit from the metering charges they have negotiated as part of the agreed commercial arrangement
- if the retailer is unable to negotiate a beneficial metering contract, or if it acquires a customer where the site is covered by a churn contract, the cost of servicing that customer can be significantly higher and lead to different outcomes for that customer compared to a customer serviced by the retailer's preferred metering party
- the mechanism of contractual relationships between retailers and metering parties therefore may not always be sufficient to ensure transparency and accountability for metering parties, particularly in meeting customer expectations of billing and the resolution of complaints
- metering parties may have more power in market relationships than was originally intended when the Power of Choice framework was introduced.

See case study 2, case study 3 and case study 4 for further individual examples of complex billing data issues. Case study 2 in particular demonstrates that it is difficult to progress complaints when metering parties are not forthcoming with information and data.

We cannot expect consumers to trust real-time data services if their trust is already eroded from not receiving actual, timely bills based on accurate interval data – one of the most basic promised benefits of a smart meter. Consumer trust will be further impacted if consumers encounter issues resolving complaints directly with their retailer or, as a last resort, their state energy ombudsman scheme – whether it be a complaint about a core service like billing or a new service like a real-time mobile app.

We therefore recommend that the Commission consider measures to increase transparency and accountability for metering parties to:

- improve the delivery of existing core data services regardless of whether there is a commercial arrangement between the meter data provider and the retailer
- ensure a new real-time data framework provides the anticipated benefits and meets consumer expectations.

Better regulation of the contractual relationship between metering parties and energy retailers
Power of Choice was implemented seven years ago. The framework for the arrangements between metering entities and energy retailers should be reviewed to ensure that it is delivering consistent outcomes for consumers. Where contractual relationships between metering parties and energy retailers are not delivering suitable consumer outcomes, they should be better regulated. This could include more stringent and enforceable timeframes for data provision when it is required to resolve a direct retailer complaint or external dispute.

State energy ombudsman scheme membership
Effective pathways to complaints resolution are fundamental to consumer trust in the energy sector. The role of energy ombudsman schemes was devised at a time when the supply of electricity was one-directional, and deregulation was still on the chalkboard. The structure of external dispute resolution schemes was reflective of the importance of the tripartite relationship between customers, retailers and networks – and the requirement to be a member of an ombudsman scheme applied to both retailers and networks. This membership structure has underlined our schemes' ability to effectively investigate the root cause of consumer disputes for both individual disputes and systemic issues for many years now.

The fact that metering parties are not required to be members of ombudsman schemes created a barrier for us around the issues of meter installation and access to data. While recognising that in the past, we were of the view that energy ombudsman scheme membership for metering parties was not necessary on the basis that retailers would have an effective contract / business to business relationship with metering data providers that would ensure that retailers, as the customer-facing party, should be responsible for managing complaints – and would be able to effectively do that. However, our cumulative experience since 2017 with systemic issue investigations and varying outcomes to individual disputes has changed our view. It is now clear that metering entities should be required to be members of state energy ombudsman schemes so that they can be held accountable for their actions.

For example, compared to complaints where a metering party is responsible for the provision of data, energy ombudsman schemes have flexibility in resolving billing disputes involving a manually read meter where a network provider is responsible for the meter reads. As network providers are members of our schemes, we can contact a network provider directly should we determine that its cooperation will reasonably progress a retailer complaint. The retailer remains responsible for the customer relationship and the overall resolution of the complaint – needing to contact the network provider is the exception rather than the norm.

If metering parties were members of energy ombudsman schemes, we would still expect retailers to effectively manage the relationship with the metering party including ensuring their cooperation in complaints resolution. However, we would have additional flexibility to resolve complaints where the issue appears to rest with services that are the responsibility of, but not provided by, the metering party.

Consultation question 5(a) – Should consumers, their authorised representatives or any other party, including DNSPs, have a right to access real-time data in the National Electricity Rules?

In principle, we support introducing a right in the National Electricity Rules for consumers, authorised representatives and network providers to have access to real-time data. We recognise that introducing this right is fundamental to enabling an effective real-time data framework. We also agree that any provision would need to take into account scenarios where it may be challenging to provide real-time data.

This right should apply to both the primary settlement point and the secondary settlement point (once flexible trading rule changes commence from November 2026). The secondary settlement point is intended to allow the separation and management of 'flexible' loads from 'passive' loads. It will be counterintuitive and counterproductive if customers have more of a right to access real-time data for the 'passive' load than the 'flexible' load, given that the 'flexible' load is intended to provide a greater opportunity for active engagement and access to innovative services. Any provision will also need to take into account that the challenges for providing real-time data for the secondary settlement point will differ in some ways to those for the primary settlement point. For example, there will be unique challenges where the secondary settlement point involves one of the proposed new meter types which enable measurement of energy flows using in-built technology, rather than a smart meter.

Currently, when a complaint cannot progress without an independent review of data, energy ombudsman schemes are able to obtain meter read data or interval data from retailers (and in some cases, directly from networks). We must also be able to obtain real-time data records from primary and secondary settlement points from retailers (and directly from metering parties if, in the future, they are required to become members). This is further explored in our responses to question 7 and question 9.

Consultation question 7 – How should real-time data be accessed and shared?

The Commission proposes to focus on a set of standards and access outcomes rather than specifying particular technological/practical delivery pathways. This is a sensible approach, and our complaints provide valuable insights into the standards and access outcomes that customers expect.

Most energy retailers now provide digital platforms, such as mobile apps or online portals, to provide consumers with access to their energy data. Our complaints show that:

- an increasing number of consumers interact with their retailer through these digital platforms in addition to, or even instead of, through their traditional bill
- customers consider the delivery of promised digital services as part of their overall energy services
- when things go wrong, and digital services are not delivered as promised, this impacts on the net benefits that customers receive from retail contracts and Consumer Energy Resource products/services (or bundled contracts providing both)
- the risk for consumers is that there is no framework for regulating the delivery of these data services, particularly when they are not delivered as promised in a retail contract
- there are no consumer protections that place minimum standards on the data services provided to consumers, such as how customers are informed about estimated data or if these services fail
- it can be difficult, at times impossible, to verify the quality and accuracy of data – even simple information such as whether it is actual or estimated, or validated or non-validated
- it is detrimental to consumer trust when real-time data services do not meet customers' expectations.

See case study 3, case studies 5 through 9 and case study 11 – complaints like these demonstrate that customers expect the following standards and access outcomes for real-time data services:

- reliable access to monitor and manage usage with minimal lag
- consistency of data sets eg expecting the data in bills and mobile apps to align where possible
- where data cannot be aligned between different sources, clear and accessible information to explain why
- clarity and transparency about real-time data quality, especially whether it is estimated, not validated or otherwise subject to change

- clarity and transparency if previously provided real-time data is varied, changed or substituted, particularly if it was initially indicated to be actual and validated before the variation
- consistent interoperability between real-time data services and other products, technologies and services, including third parties/entities other than energy retailers (see question 9).

The complaints also show that consumers expect energy ombudsman schemes to be able to independently review real-time data. Dispute resolution for real-time data services will be more effective if energy ombudsman schemes have the option to obtain real-time data records in circumstances where it will help resolve a complaint.

Consultation question 9 – What changes would be required to ensure interoperability?

We agree with the Commission's position that interoperability is crucial to the success of a real-time data framework. See case study 5, case study 11 and case study 12 – complaints like these demonstrate that:

- Consumer Energy Resources are increasingly integrated with primary energy supply and consumers do not distinguish between 'essential' and 'non-essential' energy services
- interoperability issues with configuration and integration of Consumer Energy Resources also cause issues with energy accounts
- customers expect broadly consistent standards, user-experiences and protections across multiple entities and platforms
- the more different entities and platforms are involved, the greater the potential that problems like conflicting data sets will arise
- consumers need an independent and accessible source of information about the different data sets they will be engaging with, and importantly when and why these data sets may not match.

This further highlights the importance of energy ombudsman schemes being able to obtain real-time data records for independent review and comparison. In all likelihood consumers will continue to use third party data services which will be more 'live' than retailer data services in some circumstances. Being able to obtain real-time data records will support our offices in resolving complaints involving Consumer Energy Resources:

- in the current environment where third party entities are not members and we have no recourse to obtain information or data from them directly, making real-time data records from retailers our only potential 'source of truth'
- in a future environment in which our jurisdiction may expand to include some third party entities such as solar and battery installers, where we will potentially be able to obtain third party real-time data as well and compare data sets.

As discussed in response to Question 5(c), the Commission must carefully consider how secondary settlement points fit into the real-time data framework, and how flexible trading arrangements will impact interoperability. For example, the proposed new meter types allowable in some scenarios will have lower minimum specifications than smart meters, which could impact interoperability with data from a settlement point with a smart meter installed.

Consultation question 10(a) – Would any additional consumer privacy and cyber security protections be required if a real-time data framework were implemented?

The Commission should carefully consider stronger privacy and cyber security protections and/or penalty provisions to ensure protection of data for customers impacted by family violence. If real-time data was to fall into the wrong hands it could contribute to serious threats to victim-survivor

safety and/or additional controlling measures for perpetrators. For example, real-time data could be used to identify when a victim-survivor is likely to be at home.

The Commission should liaise with stakeholders like the Thriving Communities Partnership, which is currently undertaking the Safety by Design project. This project brings together essential service businesses and experts, family violence support organisations and people with lived experience. It aims to develop principles to assist the sector in ensuring systems, procedures and products are flexible and safe from misuse by perpetrators.

Appendix 1 – Case studies

Systemic Issue impacting customers for multiple energy retailers across New South Wales, Queensland and South Australia

Case Study 1 – Systemic Issue investigation into data issues with a particular metering party

In early 2022, ombudsman dispute resolution staff identified a potential systemic issue through the investigation of three separate complex billing complaints. All three complaint investigations revealed that the energy retailer had experienced difficulty obtaining actual meter data from the meter provider or could not substantiate why the customer's meter data contained substituted readings. This coincided with increase in complaints from customers with smart meters about:

- billing delays
- estimated bills
- repeated and/or confusing rebilling eg bills being reissued even though the original bill was marked actual.

The Ombudsman requested information from three retailers about this potential systemic issue:

- **Retailer A** advised that it had also identified an increase in billing issues internally, including an unusual number of estimated bills for customers with smart meters. Its review indicated that it was due to problems with business-to-business data provision with a particular metering party. Retailer A liaised closely with the metering party. The metering party advised that after a recent system upgrade, it initially experienced problems automatically delivering interval meter data to retailers for billing purposes. The metering party had a backlog of requests to re-deliver billing data, as well as other data request types that involve manual review. This included requests to validate data if one or more intervals in the billing period were missing, estimated or substituted. Retailer A confirmed that where customers experienced delayed bills, estimated bills and/or rebilling due to the issue, it complied with all relevant provisions (such as backbilling limits) and offered customer service gestures.

- **Retailer B** advised that it had also identified an increase in issues for the metering party, particularly related to billing data with missing or substituted intervals. In liaison with the metering party, it similarly received information that a system upgrade resulted in substantial issues with data provision. Retailer B was also in close, ongoing communication with the metering party about the issue.

- **Retailer C** had complaints that indicated similar issues with validation requests from the metering party. Retailer C was not able to confirm the extent to which its data requests had been impacted by the systemic issue and was not liaising closely with the metering party. The retailer advised that it had a churn agreement with the metering party rather than a negotiated contractual relationship. The retailer advised that the metering party had obligations under the Metrology Procedures and Meter Data Provision Procedures to read, deliver and validate data regardless of the agreement type. However, it indicated that where there is churn agreement rather than a negotiated contractual relationship, there can be challenges for other services such as assistance with customer complaints.

All three retailers indicated that the issues crossed over NSW, Queensland and South Australia. By early 2023, all three retailers advised that the metering party confirmed the system issues were resolved, there was no longer a backlog and service levels for all data services had returned to normal. Complaints about billing delays, rebilling and estimated bills had also reduced so our office finalised the systemic issue investigation.

Issues with metering party data provision

Case Study 2 – Billing data issues and delayed complaint progression

Some time after switching retailers, a customer noticed that he was no longer receiving solar feed-in credits on his bills. He contacted his new retailer and it confirmed that it was receiving actual meter data from the metering party and the billing looked correct. It advised that it would investigate further. After multiple delays, the matter still was not resolved, so he contacted an ombudsman scheme. He agreed for the matter to be referred back to the retailer at a senior level in the first instance.

The customer returned to our office and advised the matter was still not resolved as the retailer had arranged for the smart meter to be checked, but the technician had not attended on the promised date. The retailer arranged a new meter inspection appointment which went ahead successfully this time. The metering party indicated that there may have been a wiring issue that was rectified, but the information was unclear. The customer advised that the usage and solar feed-in credits appeared appropriate from the point the technician had attended. The retailer was unable to obtain clear information to confirm whether the metering party:

- had identified and rectified a technical issue with the meter and if so, what the issue was
- was responsible for the lack of solar feed-in credits
- had previously provided actual data, estimated data or a mixture
- would review the customer's historical meter data for potential adjustment.

After several months of the retailer following up (and demonstrating its attempts to our office), the metering party had not provided the information required to progress the complaint. The retailer made the decision to apply a billing adjustment of $2,300 to waive all charges for the period where it was unclear whether the meter data had been impacted by a technical issue. It also offered a $250 goodwill credit. The customer accepted the billing adjustment and goodwill credit as resolution to the complaint.

Case Study 3 – Uncertainty about whether data is actual or estimated

A customer with a smart meter contacted his retailer because he could not reconcile his bills with his meter readings. He was in the habit of comparing the smart meter display to the billing and roughly reconciling the usage by doing a calculation based on the meter display's running usage balance. However, on his most recent bills there had been large discrepancies. He contacted an ombudsman office as he was not happy with this retailer's initial response to his concerns. He agreed for the matter to be referred back to the retailer at a senior level in the first instance.

The customer returned as the retailer advised the meter passed an accuracy test. He was not happy with their response that the billing was therefore accurate. Our review indicated that:

- the meter was tested for accuracy and passed, with no charge to the customer
- the customer was billed on actual data for the life of the account, apart from a handful of individual days where data was substituted due to a data error
- for billing periods that include a day of substituted data, the bill was marked estimated – this appeared in line with billing requirements, but appeared to contribute to customer confusion about whether data was generally actual.

The retailer advised that the discrepancy between the billing and the customer's review of the smart meter display information arose because usage for smart meters is recorded midnight to midnight, whereas meter data could be sent at any time during the day. Our office was unable to confirm that this explanation accounted for the discrepancy. The retailer offered to apply a credit of $500 to resolve the complaint, which the customer accepted.

Case Study 4 – Estimated bills and retailer mobile app data not aligned

A customer's son started using her retailer's mobile app to check her usage and solar generation for her. The app indicated she was entitled to solar feed-in credits but this was not reflecting on her bills. Data directly from the solar inverter also indicated that the solar panels were working. The customer contacted her retailer and it advised that her two most recent bills were estimated even though she had a smart meter, and it would investigate. Her son contacted an ombudsman office on her behalf after she received a disconnection warning, and the customer gave permission for him to act as her advocate. Our office confirmed there was no current risk of disconnection, and the advocate agreed for the matter to be referred back to the retailer at a senior level in the first instance.

The advocate returned as he was not happy with the retailer's investigation. The retailer advised our office that it billed on estimated meter data due to a communications issue with the meter. It appeared the issue had been occurring for over a year but it was unclear if the metering party had identified the issue or taken steps to try and resolve it until the customer raised a complaint. Our office noted that the bills were confusing as they indicated a mix of actual and estimated data for different meter registers. It also appeared that the metering party had previously provided conflicting information indicating that the meter data was all actual and accurate. Our office's review indicate that the meter data was substituted for most of the life of the account, apart from a single seven day period of actual data.

Our office's technical consultant reviewed the meter data, app information and solar inverter data. The technical consultant confirmed the mobile app showed total generation for each calendar month, but that it could not be relied on due to the communications issues. He also advised that the difference between generation recorded by the solar inverter and generation reflected on the app appeared to represent solar generation consumed in the home but there was no way to verify this.

When our office discussed our review with the advocate, he expressed that:

- he thought it was unreasonable to receive multiple estimated bills with a smart meter installed, and considered the retailer should have identified the issue sooner
- it was not clear from the app that meter data might be inaccurate and/or estimated
- it was not clear to him why retailer mobile app data and solar inverter data may not align, until our office explained this.

The customer decided to switch retailers, and the retailer offered to waive the final balance of $450. Our office's review indicated that the credit of $450 brought the disputed billing more in line with what the advocate considered reasonable. The advocate accepted the credit to resolve the complaint. The advocate confirmed he would contact the customer's new retailer to ask them to look into the communications issue further and return to our office if he was not able to resolve the matter with them.

Issues with retailer data platforms/apps

Case Study 5 – Discrepancy between billing and retailer's mobile app

A customer used his retailer's mobile app which showed usage, solar generation and projected costs. He also had a third party solar app where the usage and solar generation information matched what was in the retailer app. His bills usually matched as well, but for a particular quarter he found that the bill cost was $40 more than projected even though the kWh matched exactly. He raised this with the retailer on multiple occasions and it repeatedly advised that the billing was accurate but the mobile app was not. He was not satisfied with its answer given that

the billing and mobile app usually did match. He contacted an ombudsman office, and agreed for the matter to be referred back to the retailer at a senior level in the first instance.

The customer returned as the retailer was still providing the same response that the app was an additional function not considered under regulation and may not be accurate. This was also the retailer's initial response to our office. Our review found that the customer was billed accurately on actual interval data. Our office's technical consultant identified that the discrepancy of $40 for the disputed period was likely due to seasonal time of use tariffs time periods not being updated in the mobile app, so that there was a slight difference in price per kWh applied to some portions of usage. It appeared the time of use tariff time periods were subsequently updated which is why later bills all matched the mobile app projected costs. The retailer did not confirm whether this analysis was correct but the customer accepted the analysis. The customer accepted a goodwill credit of $75 to resolve the complaint.

Case Study 6 – Conflicting information about usage for period of no supply

There was a series of unplanned outages in the customer's area over several days so that he was without power for almost 24 hours in total. However, his retailer's mobile app showed usage at times when there was no supply and he was concerned he would be billed for inaccurate usage. He contacted his retailer and they were unable to explain why the app appears to be inaccurate, so he called an ombudsman office. He agreed for the matter to be referred back to the retailer at a senior level in the first instance.

He returned as he was not contacted in the agreed timeframe. The retailer advised our office that the interval meter data showed that zero usage was recorded in several periods during the disputed timeframe and the customer would be billed according to this meter data. The customer advised that the mobile app was showing different information, and the retailer advised that it could not guarantee the accuracy of the mobile app data. Our office spoke to the network to get specific timing information for the outages and found that these times did not reconcile with the retailer's advice about the meter data or the customer's advice about information in the mobile app.

Our office did not investigate the discrepancies further as the retailer offered a customer service credit of $150 in lieu of further investigation, which the customer accepted.

Case Study 7 – Usage showing in mobile app for period of no supply

A customer lost power due to an unplanned outage for a continuous period of almost 24 hours. Her retailer's mobile app still showed usage during that time. She called the network and it referred her back to her retailer, but the retailer referred her back to the network. She contacted an ombudsman office due to being bounced back and forth, and agreed for the matter to be referred back to the retailer at a senior level in the first instance.

She returned as she was not contacted within the agreed timeframe. The retailer advised our office that interval meter data showed no usage during the period of no supply – the timeframes matched those advised by the customer. The retailer confirmed the customer would be billed according to this data. The retailer advised that the mobile app is not real-time and that the app was likely lagging or showing estimations during the outage. The customer accepted the outcome and advised she would review the bill once issued.

Case Study 8 – Billing and retailer's mobile app not reconciling

A customer with a smart meter considered his usage was estimated and higher than expected. He contacted his retailer and it advised it would look into the matter. He contacted an ombudsman office when he had not received an update and agreed for the matter to be referred back to the retailer at a senior level in the first instance.

He returned as he was not happy with the retailer's advice that his usage was accurate. Our review confirmed the retailer's advice that his bills were marked actual and were based on actual interval data. The customer accepted this information but explained that the reason he thought his usage was estimated and inaccurate was that the retailer's mobile app did not reconcile with his bills. The retailer advised that the mobile app showed an estimate only to give customers a guide, but that it could not guarantee the accuracy of usage data on the app. The retailer re-synced the usage data between the billing data and digital platform and advised that the data should be more aligned moving forward.

The customer accepted the outcome but advised our office that he considered a mobile app should provide accurate, up-to-date information if a customer has a working smart meter.

Case Study 9 – Retailer's mobile app not functional for long period

A customer contacted an ombudsman office as her retailer's mobile app had not been working for at least two months. Our office provided general advice that as the app is an additional service provided by the retailer and is not regulated, we can provide limited assistance if the retailer does not offer a mobile app or a mobile app has an outage. The customer advised she would continue to follow up directly with the retailer in the first instance.

Case Study 10 – Retailer's mobile app not functional upon sign-up

A customer signed up with a new retailer and asked if he would be able to monitor his usage via the retailer's mobile app. He wanted to track his usage to avoid bill shock. After two weeks he advised the customer service team that he was still not able to see his usage data, but the team could not provide a satisfactory explanation. After a month, the issue persisted despite regular calls to follow up. He agreed for the matter to be referred back to the retailer at a senior level in the first instance.

Issues with interoperability

Case Study 11 – Discrepancies between battery brand and retailer data services

A customer contacted an ombudsman office as he was concerned his retailer was charging him incorrectly for usage from a battery that he purchased from a different entity. He installed the battery to be used with his solar panels. He found that the battery brand's digital platform and retailer's mobile app were not reconciling. For example, on a particular day, the battery brand platform showed that the battery imported 15 kWh, but the retailer app showed the battery imported 29 kWh for the same day. On another day, the battery brand's platform showed less than a kWh imported but the retailer app showed 8 kWh for the same period. He contacted the retailer but it kept referring him around to different departments who all said they were not the right area to help him. He submitted photos of the battery brand platform for the retailer's review but did not hear back. He agreed for the matter to be referred back to the retailer at a senior level in the first instance.

Case Study 12 – Retailer's data service appears less functional than battery brand's data service

A customer was concerned he was being overcharged as his retailer's mobile app had inconsistent usage information when toggling different options to view the data. The mobile app also showed different usage compared to his battery brand's data platform. He contacted his retailer and it advised it would investigate. He contacted an ombudsman's office after not receiving a resolution, and agreed for the matter to be referred back to the retailer at a senior level in the first instance.

He returned as he was not satisfied with the retailer's response. The retailer advised the customer that the battery brand data platform was probably estimated or inaccurate. The customer compared the two apps for a period of time when he had been away and everything was switched off in the house. The battery brand data platform showed zero usage for this period, whereas the retailer's online dashboard showed at least several kWh of usage each day. He therefore considered the battery brand platform seemed to be more accurate. He was frustrated that the retailer focused on possible issues with the battery brand platform instead of investigating possible issues with its own data services.

Our review found that the customer was billed appropriately based on actual interval meter data. The retailer investigated and identified that the customer was using an old version of its mobile app. It advised that it could not comment on discrepancies the customer may have observed in the usage on the app as it should no longer be in use. The retailer advised that there was a new app the customer could download but noted that it did not yet have a full range of functionality. The customer accepted a customer service credit of $100 and advised that he would download the new app and wait for enhanced functionality.