R0155 Change of Occupier: Evidentiary Standards and Timescales

Release Webinar Questions and Answers

Version 1.1

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RETAIL ENERGY CODE

QUESTIONS AND ANSWERS

Will we have access to the recording of the R0155 Release Webinar after the presentation?
Yes, the recording of this event will be made available on the REC Portal within the next three working days, alongside the presentation slides. We will raise awareness of the recording through the Weekly Bulletin and on LinkedIn.

Are there any Energy Supplier exemptions if your customer base is below a set threshold?
No there are no exemptions. This applies to all Non-Domestic Energy Suppliers and those who have licences to supply Non-Domestic Premises.

If two documents from the evidentiary list are provided, can the Energy Supplier request additional documents? And if so, how many times can they ask?
If the Energy Supplier does not initially accept the documentation provided, they have to set out in writing why they have not accepted and what steps need to be taken. If that includes additional documentation, they have to include the justification for any additional requests. There is no limit set out on the number of times but it is clear that they need to be reasonable requests.

What standard should be used to accept or reject evidentiary documents? Does a document need to be valid "beyond reasonable doubt", "Balance of probabilities", "Reasonable likelihood" or otherwise?
This is for Energy Suppliers to determine as part of their internal processes. Energy Suppliers need to assess the documentation provided and make determinations, capturing their reasoning. The key requirement from R0155, however, is to ensure the outcome, including reasoning and any further additional steps required, is communicated to the informing Party, for example a Consumer or a Third Party, who submitted the documentation.

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Could the Code Manager provide some more explanation on the intent of section 2.2 of the Non-Domestic Change of Occupier Schedule as it is not quite as simple as the guidance or the webinar slides?
The 10 Working Days starts at the point of the Energy Supplier's receipt of the documentation and does not include the time it takes for the Consumer to collate and submit them.

Is there a written definition of 'reasonable request'? Every Energy Supplier could have a different opinion of what is reasonable.
There are lists set out in the Non-Domestic Change of Occupier Schedule and the guidance document. It was recognised the lists could not fit every scenario but are designed to cover as many as possible. The guidance document can be updated when required, and quickly, by the Code Manager.

I understand frustrations surrounding the Change of Occupier process has driven this Change, but do you know the average industry SLA to complete a Change of Occupier?
The Code Manager does not currently have the average industry SLA. However, Ofgem were clear in their non-domestic market review on the need for clarity / standard SLAs for Energy Suppliers to respond to Consumers. The Code Manager will assist Ofgem, where possible, on this.

Are the changes applicable to all Non-Domestic Consumers, regardless of their business size?
Yes.

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Where we have the 10-day review - would this apply for Consumers who are providing Change of Occupier Documentation outside of the company's Business As Usual (BAU) process of submitting them?
The 10 Working Days starts at the point of the Energy Supplier's receipt of the documentation.

Is it the Losing Supplier that needs to provide the documentary evidence via SDEP or is it the Gaining Supplier, or both?
The responsibility is on the Gaining Supplier. The process is only triggered if there has been an Objection to a Switch with the Change of Occupier flag set to True.

Is there an escalation route if the Energy Suppliers continue to ask questions and/or request documents that are unreasonable?
For a Consumer and/or their representative then the first port of call is the Energy Supplier's complaints process. Having this Schedule (and Guidance Document) helps with the understanding of the process for all impacted participants in the Change of Occupier process, including both the Consumer and the Energy Supplier. Energy Suppliers will also be able to use SDEP and the REC Disputes process, should this be required.

Is Energy Supplier Reporting descoped entirely for the June release, or is there an aspect of reporting for REC but not Ofgem?
All data submissions (reporting) from all Energy Suppliers to the Code Manager on the Change of Occupier process has been descoped from R0155. There is still the requirement for Energy Suppliers to respond to the current Information Request issued by REC Performance Assurance to demonstrate readiness ahead of implementation on 27 June 2025.

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The final version of Ofgem Non-Domestic monitoring RFI has been issued to suppliers this week which has a section for Change of Occupier.

Thank you for confirming. The Code Manager will discuss further with Ofgem week commencing 18th March 2025 to help us understand and prepare for a potential REC Change of Occupier reporting Change Proposal (as noted in responses to other questions and during the webinar).

When will Energy Suppliers get the detail on the data that they need to build reporting for Performance Assurance? Energy Suppliers have a readiness Information Request from REC Performance Assurance, but still do not have the data reporting requirements so this makes it hard to respond in full.

The reporting will form part of a new Change Proposal. This has not been raised yet as Ofgem has not published a finalised reporting template. Once this has been finalised, the Code Manager will raise the reporting Change Proposal. It is intended that the REC reporting will match the Ofgem reporting to limit the reporting build requirements for Energy Suppliers.

Why is the SLA 10 days? We are concerned that Energy Suppliers will wait until the 10th day to respond. What is the Code Manager and Performance Assurance Framework going to do to ensure this does not occur?

This was discussed during solution development at the R0155 Working Group and as part of wider industry engagement. Multiple options were explored, with some Parties suggesting a higher SLA. The number of days was flagged at impact assessment and consultation, and it was clear 10 Working Days was the preferred option for R0155. The Code therefore requires Energy Suppliers to respond within 10 Working Days if evidence is requested and then submitted by a Consumer. Energy Suppliers that are sampled and are meeting the requirements of the Code will not have additional PATs applied, irrespective of which of the 10 days they responded on.

Please note, one of the key goals of the Performance Assurance activity is identifying if the processes in place are effective and do not need further change. One key element of this will be the end-to-end cycle time (i.e. a valid Consumer request to be identified as a new occupier is promptly confirmed). If the evidence suggests this is effective, no further action will be taken. If not, a change will be raised to improve the process. This would focus on the cause of the issue (e.g. only consider changes to the 10-day SLA if this is the cause of an issue).

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How does Performance Assurance Framework ensure requests for additional requests are legitimate and not unduly burdensome on Consumers?

The Performance Assurance activities aim to assess two important areas:

1. That Energy Suppliers are meeting the requirements that come into force with R0155.
2. That the requirements are sufficient to address the risks that Consumers and Energy Suppliers face.

The two separate Performance Assurance activities will both look at the risk that Consumers are delayed in their switching by inappropriate requests. We will do this in the Information Request by assessing the business processes and training of the Energy Suppliers, and during operation through sample checking Energy Suppliers responses. Once Ofgem reporting is available we will also be able to identify the cycle time. Whilst high cycle times can be caused by Consumer action (or inaction) they can indicate the risk of inappropriate requests of Consumers, and therefore can improve the sampling approach.

The Performance Assurance Information Request deadline is 2nd May 2025, and the outcome will be implemented later than the R0155 implementation. Is this correct?

The Energy Supplier Information Request response is due by 02 May 2025. All responses will be reviewed once received and the Performance Assurance team will prioritise cases where clarification or further information is required from the Party to allow the Party sufficient time to respond. We expect to conclude our work on this Information request by mid-June, in time for the 27 June release date. Based on the Information Response, where required, we may also apply Action Plan PATs to Parties, which we may continue to track following the release.

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Regarding the Performance Assurance Information Request, I'm still not clear on how this is different from other significant changes, such as the Prepayment Levelisation?

The key differences with Pre-payment Levelisation (PML) and R0155 are as follows:

1. R0155 directly affects Consumer experience, a key priority within the REC objectives.
2. The vast majority of interactions within the R0155 solution are Energy Supplier to Consumer and supplier to supplier (noting the objection involves Energy Supplier to CSS interactions). PML has interactions between RECCo and the Energy Suppliers. This means that there is a central source of information that can be used to identify if Suppliers are fulfilling their requirements.
3. Ofgem is assuring PML submissions, requiring Energy Suppliers to procure assurance providers. This does not exist for R0155. Please note that a single, central assurance activity is likely to be much lower cost for the industry overall than requiring multiple assurance activities and procurements.
4. Due to the complex nature of identifying a new occupier, and the need for flexibility for Energy Suppliers to act if they suspect they are being provided falsified information to prevent fraud, R0155's requirements are more nuanced than PML. This raises the risk that Energy Suppliers misinterpret the requirements and therefore do not implement them appropriately, increasing the case for assurance.
5. For PML there is central controls and reconciliation including reasonableness checks (e.g. we would assume that an Energy Supplier with 1 million meter points one month that then reports 100 thousand is highly likely to have made a data error, and contact them to remedy this). These controls act to identify errors in a way that is not possible for R0155 and reduce the need for assurance.

All changes are assessed for their assurance requirements, with the presumption that the majority do not require additional assurance. Any that are more significant, or complex are escalated to the Performance Assurance Board (PAB) for discussion. The PAB was very focused on the importance of prevention over detection, as these processes directly impact Consumers.

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Glossary and Key Terms

Term	Acronym	What does it mean?
Change of Occupier	CoO	REC definition “means that the Consumer at a premises has changed (or is due to change).”
Change of Tenancy	CoT	Previous industry term, but since updated to CoO to align with legal terminology.
Change Proposal		means a proposal to change this Code made in accordance with Clause 11 of the main body of the Retail Energy Code or the Change Management Schedule.
Code Manager		means the person described in Clause 7 of the main body of the Retail Energy Code.
Consumer		means any person supplied (or seeking a supply) of Energy at a Registered Meter Point (whether or not that person also exports or is seeking to export electricity at an Registered Meter Point).
Data Communications Company	DCC	means the person holding the DCC Licence.
Dispute		has the meaning given to that term in Clause 22.
Energy Supplier		means a person which is either or both an Electricity Supplier and/or a Gas Supplier.
Gaining Supplier		New energy supplier a consumer has signed up to (either directly or via a Third-Party Intermediary / broker) and becomes the registered supplier because of a Switch.
Guidance Document		Document held by the REC that provides additional information or use cases that is not compulsory.
Losing Supplier		The Energy Supplier currently responsible for the supply to the property (existing supplier) but who will cease to be the registered supplier because of a Switch.

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Term	Acronym	What does it mean?
Meter Point Number	MPxN	Unique reference number for each connection to the gas or electricity network.
Non-Domestic Change of Occupier Schedule		The title of the new REC Schedule being introduced under the R0155 solution that sets out the obligations on evidentiary standards and timescales for relevant REC Parties for the Non-Domestic Change of Occupier process.
Non-Domestic Premises		means a premises at which a supply of Energy is (or will be) taken wholly or mainly for non-domestic purposes, which is to be interpreted in accordance with the Energy Supply Licences.
Non-Domestic Supplier		means an Energy Supplier which is not authorised by its Energy Supply Licence to supply Domestic Premises
Objection		means a request from the Losing Supplier to block a Switch Request for reasons permitted under the relevant Energy Supply Licence.
Occupier		means the occupier of a Premises prior to identifying whether they are an Unregistered Consumer.
Office of Gas and Electricity Markets	Ofgem	Ofgem is the regulator for Britain's gas and electricity industries, overseen by the Gas and Electricity Markets Authority (the Authority)
Party		means, from time to time, an Original Party or a New Party that has not at that time ceased to be a Party in accordance with Clause 17 of the main body of the Retail Energy Code.
Performance Assurance		means the activities undertaken by the Code Manager and the REC PAB in accordance with the Performance Assurance Schedule.
Performance Assurance Board	PAB	The responsible committee under the Retail Energy Code for Performance Assurance activities.

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Term	Acronym	What does it mean?
Performance Assurance Framework	PAF	means the Performance Assurance Schedule and the documents, processes and arrangements established pursuant to the Performance Assurance Schedule, for the purposes of (or in relation to) the monitoring and assurance of roles Interpretations and Definitions 66 Copyright 2025 Retail Energy Code Company and obligations undertaken by REC Service Users and REC Service Providers pursuant to this Code.
Performance Assurance Technique	PAT	means any provision or process that may be employed by the REC PAB and/or the Code Manager in order to mitigate Retail Risks in accordance with the Performance Assurance Schedule.
R0155		REC Change Proposal that developed and implemented Non-Domestic Change of Occupier Schedule
REC Code Manager		Appointed and contracted by, but separate from, RECCo, the Code Manager is responsible for ensuring the day-to-day functions and processes of the REC are delivered and are responsible for managing the REC change process and providing change solutions.
REC Performance Assurance	RPA	Mechanism to monitoring performance against the REC rules. Includes obligations to improve performance.
Retail Energy Code	REC	A set of rules for operating in the retail energy sector. All licensed Energy Suppliers, Gas Transporters, Electricity Distribution Network Operators, Metering Operators and the Data Communication Company (DCC) must comply with the REC.
Retail Energy Code Company	RECCo	The company that owns and manages the Retail Energy Code, and over sees the delivery and improvement of the REC.
Schedule		Subsection of REC rules that needs to be complied with.
Secure Data Exchange Portal	SDEP	An online portal used in the REC to securely share queries.

Term	Acronym	What does it mean?
Service Level Agreement	SLA	Maximum timescales.
Switch		means a change to the Registered Supplier for an RMP.
Third Party Intermediary	TPI	A broker or introducer acting between Consumers and Energy Suppliers, including Price Comparison Websites.
Working Day	WD	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday in either or both England and Wales within the meaning of the Banking and Financial Dealings Act 1971.

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