

Request to raise a Modification PXXX 'Extended Dispute Deadline at the Post-Final Settlement Run under exceptional circumstances'

This Modification proposes to extend the Dispute Deadline for Settlement Errors at the Post-Final Settlement Run from one month to up to two months under exceptional circumstances and at the discretion of the TDC or the Panel.



ELEXON recommends the Panel raises this Modification and it is progressed directly to the Report Phase with an initial recommendation to approve

Implementation of this Modification is not expected to directly impact any participants

Contents

1	Why Change?	3
2	Solution	7
3	Proposed Progression	8
4	Impacts and costs	9
5	Implementation Approach	9
6	Recommendations	10
	Appendix 1: Glossary & References	11



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About This Document

This document is a request to raise a Modification and Initial Written Assessment (IWA), which ELEXON will present to the Panel on 14 January 2016. The Panel will consider the recommendations and agree whether to raise and how to progress this Modification.

There are four parts to this document:

- This is the main document. It provides details of the Modification Proposal, an assessment of the potential impacts and a recommendation of how the Modification should progress, including the Workgroup's proposed membership and Terms of Reference.
- Attachment A contains the PXXX Proposal Form.
- Attachment B contains the draft legal text to deliver this Modification.
- Attachment C contains the redlined changes to Code Subsidiary Documents (CSDs) to deliver this Modification.

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 2 of 11

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1 Why Change?

Trading Dispute DA686

Trading Dispute DA686 was raised to address an incident where the Supplier Volume Allocation Agent (SVAA) manually end dated a Data Aggregator (DA) appointment in error. This affected the Post-Final Settlement Run (also known as the Disputes Final (DF) Run) for 41 Settlement Days. The consequence of this is that Half Hourly (HH) consumption was understated by 144,000 MWh, causing Non-Half Hourly (NHH) Suppliers to overpay their Trading Charges. We calculated the total materiality of DA686 to be £6,344,398.

At an ex-committee meeting on 24 July 2014, the Trading Disputes Committee (TDC) upheld DA686 ([TDC 193/01](#)). The TDC determined that four Settlement Days did not meet the applicable Dispute Deadline, and as such were not subject to correction. The four Settlement Days not subject to correction equated to a materiality of £860,370.

A Party referred Trading Dispute DA686 to the Panel for determination. The Referring Party's Points of Claim focused on whether the four Settlement Days not subject to correction should be considered to be within the Dispute Deadline. In particular, the Referring Party had requested that the Panel consider whether the TDC had correctly determined and applied the applicable Dispute Deadline. On 22 January 2015, the Panel upheld the TDC's determination on DA686 ([233/01](#)).

Current Requirements

A Trading Dispute is 'raised' when a valid [BSC Procedure \(BSCP\) 11 'Trading Disputes'/01](#) form is submitted. The TDC is required to determine whether the Trading Dispute is 'raised' by the **Dispute Deadline** in accordance with BSCP11.

BSCP11 paragraph 1.4 provides that Trading Disputes will not be accepted or processed by the Dispute Secretary unless a BSCP11/01 form is submitted, completed and contains the required information. In the context of these provisions, a Trading Dispute can only be regarded as 'raised' when a valid BSCP11/01 form is completed.

Disputes Deadline

[BSC Section W](#) 1.2.6 (b) provides that the Dispute Deadline shall, in the case of an alleged Settlement Error in a Post-Final Settlement Run, not be later than one month after the date of the Post-Final Settlement Run.

The Dispute Deadline is determined in accordance with the following provisions:

- Section W1.2.5 states that 'No Trading Dispute shall be raised in respect of an affected Settlement Period after the 'Dispute Deadline' as defined in paragraph 3.2...'
- Section W3.2.2 specifies that the Dispute Deadline is 'the 20th Business Day following the day on which the relevant Settlement Run was carried out' except for specific types of Trading Disputes where the applicable Dispute Deadline is as specified in BSCP11.
- Section W3.2.4 permits the TDC (or the Panel) to determine that there are exceptional circumstances as a result of which the requirement to raise the dispute by the Dispute Deadline should not apply. However, the TDC or the Panel

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 3 of 11

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may not waive the Dispute Deadline so as to allow a Trading Dispute to be raised after the relevant date in Section W1.2.6.

- Section W1.2.6(b) provides that, if later than the limit specified in W1.2.6(a), the Deadline Date shall not be later than:

'where the alleged Settlement Error is an error in a Post-Final Settlement Run or an Extra-Settlement Determination the date 1 month after the date of the Post-Final Settlement Run or Extra-Settlement Determination in which the Settlement Error first occurred.'

In the case of DA686, the Settlement Error was an error in a Post-Final Settlement, so the Dispute Deadline could not be later than one month after the date of the Post-Final Settlement Run.

When does the one month period begin?

The one month period in Section W1.2.6(b) begins to run from the Settlement Administration Agent (SAA) Run Date, being the date on which the SAA performs its determination of Trading Charges in accordance with [BSC Section T](#).

The following provisions support this interpretation:

- Section W1.2.6 (b) specifically refers to 'the date 1 month after the date of the Post-Final Settlement Run'.
- A 'Post-Final Settlement Run' is defined in [BSC Section U](#) 2.3.1 (b) as 'a Settlement Run... required to be carried out by the Panel in accordance with paragraph 2.2'.
- A 'Settlement Run' is defined as:

'means a determination (in accordance with Section T), in relation to a Settlement Day, of amounts giving rise, on the part of Trading Parties and the Transmission Company, to a liability to pay to or a right to be paid by the BSC Clearer amounts in respect of Trading Charges in each Settlement Period in that Settlement Day, and of the net credit or debit in respect of such amounts; and where the context requires a reference to a Settlement Run includes the data and information produced by the SAA following such a determination and delivered to the FAA in accordance with [BSC Section N](#).'

The definition of a 'Settlement Run' is the key to determining when the one month period begins to run.

We consider that:

- The definition of a 'Settlement Run' is the carrying out (in relation to a Settlement Day) of the SAA's processes under Section T in relation to the determination of Trading Charges and, where the context requires, includes the data and information produced by the SAA and delivered to the SAA in accordance with Section N.
- The second limb of the definition commencing from 'and where the context requires' does not apply in this situation because:
 - the context does not require the extended definition to apply and

- the second limb refers to data and information rather than an activity (the words 'and delivered to the FAA' operate to qualify or further define the data and information, rather than to the activity of delivering the data and information). A reference to the date of a Settlement Run is the date of a specific activity rather than to data or information.
- Given that the second limb of the definition does not apply, the definition of a 'Settlement Run' in this context only refers to the carrying out of the SAA's processes under Section T. As the 'Notification Date' is a defined term in the context of the SAA's obligations under Section N, the SAA's provision of data to the FAA (by the Notification Date) is not part of a 'Settlement Run'.
- Section T5.3 supports the general position that the SAA's notification of data and information to the FAA is not part of a 'Settlement Run' as this provision states that the SAA's provision of data to the FAA on the Notification Date must occur 'following each Settlement Run'.

In this context, the one month period in Section W1.2.6 (b) begins to run from the SAA Run Date, being the date on which the SAA performs its determination of Trading Charges in accordance with Section T. Accordingly, the TDC and the Panel cannot grant exceptional circumstances to enable a Trading Dispute to be raised later than one month after the date that the relevant Post-Final Settlement Run was carried out.

Lessons learned activities arising from DA686

Following the Panel's determination on DA686, we carried out a lessons learned activity and identified a number of preventative measures. Some of these have already been implemented. However, changes to the BSC and its central systems are required to provide further assurance in preventing a reoccurrence. These further changes are as follows:

- automating elements of the Post-Final Settlement Run process
- automating validation of volume outputs during Settlement Runs and
- extending the Dispute Deadline for Settlement Errors at the Post-Final Settlement Run.

At its meeting on 11 June 2015 ([241/10](#)), the Panel endorsed the progression of these changes. The first two will be considered as two Change Proposals (CPs), which will propose changes to central systems to reduce risk of errors and enable the identification of these going forward when they do occur. The third requires changes to the BSC, so requires a Modification. These changes are neither mutually exclusive nor dependent on one another.

What is the issue?

Due to the Dispute Deadline, a proportion of the disputed period under DA686 could not be corrected. An extension to the deadline would have permitted full correction, but this was not possible under the existing rules. However, as observed by a Panel Member, there was a 'moral hazard' associated with further extending the deadline for raising Trading Disputes, i.e. that extending the deadline could encourage more risky behaviour. The TDC, as part of the lessons learned exercise, was mindful of this and had therefore concluded

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 5 of 11

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that the deadline should only be extended under exceptional circumstances, rather than any broad extension to the overall deadline, and that this should be limited so not to disproportionately increase the risk. This aligns with the TDC's discretion to extend Dispute Deadlines under exceptional circumstances for all other Trading Disputes types as detailed in BSCP11 2.1 and 2.2.

TDC's final view

ELEXON presented the TDC with options for extending the deadline. The TDC agrees with ELEXON's view that extending beyond two months, even with the control of TDC determining exceptional circumstances, would risk a moral hazard. As such, any extension should be limited to two months and only under exceptional circumstances. The TDC unanimously agreed to recommend to the Panel that a Modification should be raised to and progressed under Self-Governance with a Implementation Date of 30 June 2016.

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 6 of 11

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Proposed solution

Extending the Dispute Deadline for Settlement Errors at the Post-Final Settlement Run will provide increased flexibility in the timeframes for which corrections can be authorised. Rather than any broad extension to the overall deadline, it is proposed that the Dispute Deadline only be extended under exceptional circumstances.

The extension should be two months as this gives it the maximum flexibility to the TDC and the Panel and does not risk a moral hazard. This would not necessitate the TDC (or Panel) to use the full period if it believed that only a portion of the two months was appropriate in an exceptional circumstance.

Legal text changes

Full details of the legal text changes to BSC Section W and redlined text for BSCP11 for PXXX are provided in Attachment B and C, respectively.

Applicable BSC Objectives

This Modification better achieves Applicable BSC Objective (d) as providing more flexibility in the timeframes that corrections can be authorised, limited to when the TDC or Panel believe that there are exceptional circumstances, would enable the resolution of more Settlement Error.



What are the Applicable BSC Objectives?

(a) The efficient discharge by the Transmission Company of the obligations imposed upon it by the Transmission Licence

(b) The efficient, economic and co-ordinated operation of the National Electricity Transmission System

(c) Promoting effective competition in the generation and supply of electricity and (so far as consistent therewith) promoting such competition in the sale and purchase of electricity

(d) Promoting efficiency in the implementation of the balancing and settlement arrangements

(e) Compliance with the Electricity Regulation and any relevant legally binding decision of the European Commission and/or the Agency [for the Co-operation of Energy Regulators]

(f) Implementing and administrating the arrangements for the operation of contracts for difference and arrangements that facilitate the operation of a capacity market pursuant to EMR legislation

248/05

PXXX

Initial Written Assessment

7 January 2016

Version 1.0

Page 7 of 11

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3 Proposed Progression

Pursuant to [BSC Section F 2.1.1\(d\)\(v\)](#), the TDC has recommended to the Panel that a Modification should be raised in consequence of a Trading Dispute.

The current Disputes Deadline under exceptional circumstances did result in some of the DA686 Settlement Error not being addressed. The TDC believe that it would have been in the interests of Settlement for all the DA686 error to be addressed. Trading Disputes could arise in future that concern periods similar to, or greater than, DA686 so the current arrangements could result in further Settlement Error not being addressed. The TDC therefore believes that extending the Dispute Deadline where exceptional circumstances apply, by a degree that would not materially increase the moral hazard, would be beneficial (and for the purposes of the BSC Modification process, would better facilitate the Applicable BSC Objectives).

If the Panel agrees to raise this Modification, we recommend that it is progressed straight to the Report Phase (i.e. without Workgroup consideration in an Assessment Procedure), and be issued for a 15 Working Day (WD) consultation, with the Draft Modification report being presented to the Panel on 10 March 2016.

We recommend that this Modification is progressed straight to report phase because TDC has been consulted on the solution options; and as a Self-Governance Modification, as the change would not have a material impact on the specified categories nor discriminate between different classes of Parties.

Timetable

Subject to the above, ELEXON propose that this Modification should be progressed as follows.

Proposed Progression Timetable for PXXX	
Event	Date
Present Initial Written Assessment to Panel	14 Jan 16
Report Phase Consultation (15 WDs)	15 Jan – 5 Feb 16
Present Draft Modification Report to Panel	10 Mar 16
Publish Final Modification Report <i>(progressed as Self-Governance)</i>	11 Mar 16
15 WD Appeal Window <i>(progressed as Self-Governance)</i>	11 Mar 16 – 5 Apr 16



What is the Self-Governance Criteria?

A Modification that, if implemented:

(a) is unlikely to have a material effect on:
(i) existing or future electricity consumers; and
(ii) competition in the generation, distribution, or supply of electricity or any commercial activities connected with the generation, distribution, or supply of electricity; and
(iii) the operation of the national electricity transmission system; and
(iv) matters relating to sustainable development, safety or security of supply, or the management of market or network emergencies; and
(v) the Code's governance procedures or modification procedures; and

(b) is unlikely to discriminate between different classes of Parties.

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 8 of 11

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4 Impacts and costs

Central impacts and costs

This Modification will be a document-only change to update one section of the BSC and BSCP11. There are no system impacts and no impact on BSC Agents.

The central implementation costs will be approximately £240 (one ELEXON man day) to implement the relevant document changes.

Impact on Code	
Code Section	Potential Impact
Section W	Changes will be required to deliver this Modification. <i>The proposed changes can be found in Attachment B</i>

Impact on Code Subsidiary Documents	
CSD	Potential Impact
BSCP11	Changes will be required to deliver this Modification. <i>The proposed changes can be found in Attachment C</i>

Participant impacts and costs

This Modification is a Code-only change. It will not have any impact on any industry participants.

5 Implementation Approach

Implementation approach

We recommend that this Modification is implemented on 30 June 2016 as part of the June 2016 Release.

This Modification will make minor change to the Disputes Deadline parameter by extending it from one month to two months where the TDC or the Panel deem there are exceptional circumstances. There are no urgent drivers for this Modification and this is the earliest scheduled release available, the approach of which is recommended by the TDC.



We invite the Panel to:

- **RAISE** the Modification Proposal in Attachment A
- **AGREE** that PXXX progresses directly to the Report Phase
- **AGREE** that PXXX **DOES** better facilitate Applicable BSC Objective (d)
- **AGREE** an initial recommendation that PXXX should be **approved**
- **AGREE** an initial Implementation Date of 30 June 2016
- **AGREE** the draft legal text and redlined changes
- **AGREE** an initial view that PXXX should be treated as a Self-Governance Modification and
- **NOTE** that ELEXON will issue the PXXX draft Modification Report (including the draft BSC legal text and redlined changes) for a 15 Working Day consultation and will present the results to the Panel at its meeting on 10 March 2016.

Recommendation

We recommend that the Panel raises this Modification and progresses it directly to the Report Phase as a Self-Governance Modification with an initial recommendation to approve.

248/05

PXXX
Initial Written Assessment

7 January 2016

Version 1.0

Page 10 of 11

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Appendix 1: Glossary & References

Acronyms

Acronyms used in this document are listed in the table below.

Acronym	
Acronym	Definition
BSC	Balancing and Settlement Code (<i>industry Code</i>)
BSCP	Balancing and Settlement Code Procedure (<i>Code Subsidiary Document</i>)
CP	Change Proposal
CSD	Code Subsidiary Document
DA	Data Aggregator (<i>Party Agent</i>)
DF	Disputes Final
FAA	Funding Agent Administrator
HH	Half Hourly
IWA	Initial Written Assessment
NHH	Non Half Hourly
SAA	Settlement Administration Agent (<i>BSC Agent</i>)
SVAA	Supplier Volume Allocation Agent (<i>BSC Agent</i>)
TDC	Trading Disputes Committee (<i>BSC Panel Committee</i>)
WD	Working Day

External links

A summary of all hyperlinks used in this document are listed in the table below.

All external documents and URL links listed are correct as of the date of this document.

External Links		
Page(s)	Description	URL
3	TDC meeting 193 page on the ELEXON website	https://www.elexon.co.uk/meeting/tdc-193/
3	Panel meeting 233 page on the ELEXON website	https://www.elexon.co.uk/meeting/bsc-panel-233/
3	BSCPs page on the ELEXON website	https://www.elexon.co.uk/bsc-related-documents/related-documents/bscps/
3, 4, 8	BSC Sections pages on the ELEXON website	https://www.elexon.co.uk/bsc-related-documents/balancing-settlement-code/bsc-sections/
5	Panel meeting 241 page on the ELEXON website	https://www.elexon.co.uk/meeting/bsc-panel-239/

248/05

PXXX

Initial Written Assessment

7 January 2016

Version 1.0

Page 11 of 11

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