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Australian Energy Market Commission
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Submission on the Draft Rule Determination – National Electricity Amendment (Supporting compliance with meter maintenance obligations) Rule 2026

Introduction

1. Bluecurrent welcomes the Australian Energy Market Commission's (AEMC) draft rule determination and more preferable draft rule on "Supporting compliance with meter maintenance obligations" (ERC0419/RRC0070), published on 26 March 2026. We appreciate the AEMC's proactive approach in addressing the challenges faced by Metering Coordinators (MCs) in meeting testing, inspection, and malfunction rectification obligations under the *National Electricity Rules* (NER). Bluecurrent is a metering services provider operating primarily in the low-voltage sector of the National Electricity Market (NEM). Our experience in the high-voltage sector is limited; however, we can confirm that many of the issues identified in this rule change process affect metering service providers across both low and high voltage contexts. We are therefore supportive of the draft rule's overall objectives, which we consider will improve the efficiency of meter maintenance and ultimately promote the long-term interests of consumers by enabling more timely testing, inspection, and repair of metering installations.
2. In particular, Bluecurrent strongly supports the introduction of new obligations on those parties best placed to assist MCs (namely retailers and large customers) to facilitate site access, resolve site deficiencies, and coordinate required outages. We agree that formalising these support obligations, backed by appropriate compliance incentives (civil penalty provisions), should help address the current "split incentive" problem where MCs bear responsibility for compliance but lack the leverage or means on their own to ensure customers and other parties cooperate.
3. We also welcome the proposed expansion of the exemption framework for meter malfunctions, and the creation of a new testing and inspection exemption framework. These measures appropriately recognise that certain delays or non-compliances can arise from circumstances genuinely beyond an MC's control, and they are necessary to ensure MCs are not exposed to enforcement action where they have taken all reasonable steps to comply.
4. Bluecurrent supports the draft rule but suggests three key refinements for clarity and fairness:
 - Clearly assign assistance obligations to retailers and large customers, removing ambiguity about who appoints MCs and ensuring civil penalties are aligned with accountabilities;
 - Align the large customer defect notification process with the small customer process to avoid confusion and duplication; and
 - Provide more certainty that MCs will not be penalised for non-compliance due to site access, safety, or readiness issues beyond their control, possibly through additional guidance or safeguards in the NER alongside the Australian Market Energy Operator's (AEMO) exemption powers.
5. Bluecurrent recommends a phased commencement to support timely implementation of the reforms while allowing sufficient time for procedure changes and system builds.
 - Obligations on retailers and large customers to provide reasonable assistance and cooperation should commence as early as practicable (ideally within six months of the final rule);

- Amendments to AEMO's exemption processes should take effect from 1 April 2027; and
- Changes relating to defect notifications to customers should commence on 1 December 2027, to allow sufficient time for any required B2M and B2B procedure consultation and industry implementation.

6. We discuss each of these points in turn below.

Obligations on retailers and large customers to assist MCs

7. Bluecurrent strongly supports the intent of draft NER clause 7.6.2A, which would require retailers and large customers to provide reasonable assistance and cooperation to MCs upon request. We agree that retailers (as the financially responsible market participants [FRMPs] that usually appoint the MC for a connection point) and, where relevant, large customers (when they appoint their own MC under a direct arrangement) have a crucial role to play in helping MCs overcome practical barriers to compliance. Formalising this duty in the NER, with clearly defined obligations such as facilitating supply interruptions, ensuring site access on an agreed date, and informing customers of required preparations, is a positive step that should improve metering maintenance outcomes. We note the AEMC's assessment that adding such obligations will likely increase the number of meter tests, inspections, and timely malfunction repairs – leading to more accurate metering and better consumer outcomes over time. Bluecurrent concurs with this reasoning and supports the AEMC's decision to classify the new assistance obligation as a Tier 2 civil penalty provision – reflecting the importance of these requirements for market efficiency and consumer confidence.
8. Notwithstanding our support for clause 7.6.2A, Bluecurrent is concerned that aspects of the current drafting may lead to ambiguity or practical difficulties in implementation. The draft rule frames the assistance obligation by reference to the “person who appoints the MC”. However, in practice the party responsible for the connection point (and best placed to assist) can change over time. In particular, a retailer may become the FRMP for a customer after the MC was appointed by a previous FRMP. In those circumstances, drafting that hinges on who originally appointed the MC may allow a new FRMP/retailer to contend that it did not “appoint” the MC and therefore the assistance obligations do not apply to it, even though it is now the customer-facing party responsible for managing site access, outages, and communications.
9. To remove this ambiguity and ensure there is always a clearly identifiable compliance party, the final rule should allocate the assistance obligation to the party that is the current FRMP/retailer (or, where applicable, the large customer) responsible for the connection point at the time the MC requests assistance, regardless of whether that party originally appointed the MC or inherited the arrangement through an FRMP transfer. Put differently, the obligation should “follow” responsibility for the customer/connection point, rather than turn on historic appointment mechanics. This would ensure continuity of accountability when a site changes retailers, prevent gaps in cooperation, and align the civil penalty exposure with the party that has the practical ability to engage the customer and facilitate access and outages.
10. Bluecurrent also submits that the clause 7.6.2A obligation should apply to the retailer/FRMP even where the MC has been appointed by a large customer. While a large customer may have a direct relationship with its appointed MC, retailers remain the primary interface with customers under the retail framework and are often best placed to prompt engagement where a customer does not respond to, or ignores, an MC's requests for access, outage coordination, or other preparatory steps. In our view, limiting the assistance obligation only to the “appointing party” risks leaving MCs without an effective escalation pathway in circumstances where a large customer (or personnel within it) does not provide timely cooperation. The final rule should therefore ensure retailers have a clear, enforceable role to support the MC's compliance outcomes at the connection point, including by reinforcing customer communications and facilitating coordination where needed.
11. Finally, Bluecurrent recommends that the scope of “reasonable assistance and cooperation” be supported by guidance to ensure obligations are proportionate. Given these new duties carry civil penalty consequences, it is important that retailers and large customers know what is expected of them and that those expectations are fair. The draft rule usefully outlines key examples (facilitating outages, providing site access, notifying customers of work, and acting on known site defects), which

we endorse as sensible and necessary actions. We would welcome any further clarification the AEMC can provide in the rule or in the Final Determination – about the limits of what constitutes “reasonable” assistance. For instance, where a large customer is the MC’s appointing party, what level of involvement is expected of the retailer/FRMP (beyond reinforcing customer communications and coordinating outages and access where required), given it remains the seller of electricity at the site? While these may be issues for commercial agreement in many cases, clear guidance in the regulatory framework would help pre-empt disputes and ensure that the compliance burden is kept proportional to each party’s role and ability to act. Overall, we believe these new obligations will be effective and workable if accompanied by precise drafting and guidance that allocates responsibilities in a logical and transparent manner.

Defect notification process – Alignment between large and small customer provisions

12. Bluecurrent supports implementing a formal defect notification process for site defects that hinder meter maintenance, testing, and inspection. However, Bluecurrent is concerned that the draft rule NER 7.9A would create two separate notification processes for metering defects, depending on customer type, who appointed the MC, and the metering arrangements. We recommend all defect notices, regardless of site size or metering agreement, be routed through retailers to maintain consistency and reduce confusion.
13. The draft rule’s proposed NER clause 7.9A outlines procedures for MCs to notify the appointing party of metering installation defects, requiring customer rectification and notification once resolved. If unresolved after 40 business days, the MC must send a reminder. This approach is similar to the small customer process established under the *National Energy Retail Rules* (NERR – such as clauses 59AAA) excepting that it is the retailer who is responsible for managing the notifications.
14. Retailers already handle customer relationships and defect communications for small customers, and applying this process to large customers would simplify industry practices and ensure a single point of contact for the customer. Retailers, being financially responsible for connections, should be aware of and play a role in resolving site issues impacting metering compliance.
15. By aligning large customer notification procedures with those for small customers required under NERR 59AAA, MCs would notify retailers, who then inform customers and coordinate defect resolution. MCs would also make defects visible via MSATs to support customer and retailer churn. This consolidated approach minimises duplication, reduces miscommunication risks, and lowers the cost of implementation. This does not place any additional burden on the retailer as the proposed NER 7.9A will require retailers to establish processes for large customers where the retailer has appointed the MC, which occurs in approximately 50% of large customer situations. Aligning the process with that already established for small customers would be straightforward and reduce implementation costs for market participants.
16. If the AEMC chooses not to fully harmonise the process, it will probably be necessary to create new industry procedures, requiring both B2M and B2B consultation and a longer implementation timeline. If the existing small customer process is adopted instead, a B2M and B2B consultation would still be needed, but the required changes would be minor and the implementation period significantly shorter. Industry changes usually take at least 15 to 18 months after the final rule for IEC consultation and industry adoption. As a result, beginning on 1 April 2027 seems unrealistic. We suggest delaying the implementation date until 1 December 2027 to coincide with the changes expected for the *Improving Life Support Processes* reform.

Exemptions framework – Ensuring sufficient certainty and fairness

17. Bluecurrent appreciates that the AEMC recognises the need for flexibility in compliance timeframes when MCs face issues beyond their control. The draft rule expands exemptions for meter malfunctions and establishes a new framework for testing and inspections. We support allowing MCs to obtain extended or temporary exemptions when faced with access problems, safety concerns, installation defects, supply constraints, or other unavoidable delays. These measures should help prevent penalties for MCs who make all reasonable efforts to comply with the NER.

18. Despite supporting the introduction of these exemption frameworks, Bluecurrent is concerned that leaving all aspects of their administration to AEMO's discretion may not fully resolve the problems at hand. As drafted, the rules would empower AEMO (via its procedures) to grant, vary or revoke exemptions on a case-by-case basis, including granting exemptions of flexible duration where a metering installation is not accessible, safe or ready. While this is a sound approach in principle, it still relies on AEMO's ongoing exercise of discretion. There remains a residual risk that an MC could find itself facing a compliance breach and civil penalties if, for instance, AEMO decides not to grant an exemption (or to end an exemption period) even though the original barrier to compliance (e.g. a physical access issue or customer's failure to remedy a defect) persists. In effect, if AEMO's discretion were exercised narrowly, industry could be "back to square one", with MCs exposed to enforcement action for matters outside their control – the very situation this rule change intends to fix. Bluecurrent does not suggest that AEMO would deliberately put MCs in an untenable position; however, prudence dictates that the NER framework itself provides greater certainty that MCs will be protected in these scenarios, rather than depending entirely on the regulator's administrative discretion.
19. Accordingly, we recommend that the final rule be refined to include clear safeguards or principles governing the granting and extension of exemptions in circumstances beyond an MC's control. One option would be to incorporate an explicit rule provision stating that the standard timeframes for testing, inspection, and malfunction rectification apply only from the point at which the site is accessible, safe, and ready for the work to occur. This would mirror the approach already used elsewhere in the NER – for example, the timeframes for meters to be installed for new meter installations (NER clauses 7.8.10A and 7.8.10B) effectively commence a retailer's obligation once the site is ready and any preconditions are met. Adopting a similar principle here would ensure that MCs are not in breach of the NER for failing to perform works that are impossible due to outstanding site issues or lack of access. Taking this approach also reduces the burden on AEMO as the volume of exemption applications will be reduced. MCs' compliance to ensure these sites are being actively managed can be maintained through the existing MC annual audit where the MC could be required to provide evidence of step(s) taken.
20. If the AEMC prefers to maintain the approach of handling these matters through AEMO's procedures, then at a minimum, the NER must direct AEMO to grant and continue exemptions in all cases where an MC demonstrates that access, safety, or readiness issues are preventing compliance. The final rule could, for instance, require AEMO's exemption procedures to explicitly permit repeated or open-ended extensions of malfunction rectification timeframes in defined scenarios (such as where a site remains inaccessible or a customer has not addressed a needed precondition), until the situation is resolved. Likewise, guidance could be provided that AEMO must not revoke an exemption unless the grounds for its original issue have been resolved or the MC has failed to follow its remediation plan.
21. These steps would give MCs more assurance that the new system will offer a clearer and more practical compliance process when there are customer delays or on-site challenges, and it would reduce AEMO's need to make discretionary decisions for each individual case. We believe this increased certainty will encourage MCs, retailers, and customers to work together to resolve issues. It also underlines that participants should not be penalised for factors beyond their reasonable control, which ensures fair treatment and ultimately benefits consumers by keeping responsible parties focused on solutions rather than managing compliance risks.
22. Bluecurrent also highlights a practical challenge with requiring an exemption application's resolution plan to set a fixed date for completing testing (and thus, for the exemption's expiration). The draft rule suggests that the party appointing the MC should confirm the date of any supply interruption, but for many large customers, testing and inspection necessitate shutting down production. The timing of such outages is negotiated over time and may be rescheduled multiple times. Additionally, outage windows can be limited by the availability of the distribution network service provider (DNSP), the need to coordinate with Registered Electrical Contractors (RECs), and the availability or readiness of backup equipment like generators. These factors make it difficult for the MC to give a firm deadline by which a customer will resolve a site defect or commit to an exact date. We recommend allowing the exemption framework to let resolution plans specify an indicative timeframe and key dependencies (and/or a process for confirming the final outage date), with the completion date updated once the outage is agreed upon, rather than using an initially uncertain date as a compliance trigger.

23. Bluecurrent highlights the complexities associated with “family failures,” noting that relying on an MC to mitigate risk solely by coordinating families to defer testing until replacement meters are available¹ may not be sufficient. In practice, a family failure could indicate a systemic manufacturing defect affecting the entire set of meters, and potentially multiple production batches, rather than being limited to isolated cases. While an MC could temporarily control the volume of replacements by postponing testing – which delays the identification of failures – this strategy does not align with robust asset management principles. Delaying testing prolongs the period in which latent defects go undetected, hinders proactive risk management, and may ultimately increase adverse customer and market outcomes due to malfunctioning meters remaining in use for extended periods. A comprehensive framework should therefore enable timely testing and proportionate remediation, including reasonable resolution timelines, rather than incentivising testing delays to manage compliance and replacement rates.

Concluding comments

24. Bluecurrent thanks the AEMC for the opportunity to comment on the draft determination and rule. We are broadly supportive of the reforms and believe, with the refinements suggested above, the final rule will successfully enhance the metering framework to the benefit of consumers and the market.
25. We remain committed to assisting the AEMC in finalising these important reforms. Bluecurrent would welcome the chance to discuss any aspects of this submission with the AEMC or to provide further information or clarification, as needed. Please contact Paul Greenwood (Industry Development, Australia) at Paul.Greenwood@bluecurrent.com.au with any queries.
26. This submission is not confidential. Bluecurrent consents to the AEMC publishing this submission in its entirety.

Yours sincerely



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¹ Draft rule determination, *National Electricity Amendment (Supporting compliance with meter maintenance obligations) Rule 2026*, pages 32 - 33