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Data Standards Body

Submitted online: <https://github.com/ConsumerDataStandardsAustralia/standards/issues/107>

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AGL submission – Consumer Experience – CDR Logo use

AGL Energy (**AGL**) would like to take this opportunity to respond to the Data Standards Body (**DSB**) consultation on Consumer Data Right (**CDR**) logo use by data holders and accredited data recipients.

For the CDR regime to be effective, consumers must be both informed and trusting of the participants. Accreditation by the Australian Competition and Consumer Commission (**ACCC**) provides part of that trust.

The other part of this trust is the consistent and visible use of the CDR logo to indicate that a business is able to access consumer data under this regime.

However, we encourage the DSB to be mindful of the way consumers may rely on a trust mark of accreditation as an endorsement of the business models, business practices and use cases for data that accredited data recipients may have. We provide a brief case study below to how this misperception of a trust mark can cause significant consumer detriment.

We refer the DSB to the 2013 review of Centrepay as an example of the way customers can misunderstand a government ‘trust mark’ and experience severe detriment as a result.¹ Centrepay is a free and voluntary service which allows individual to pay bills and expenses as regular deductions from their Centrelink payments.

In their joint submission, the ACCC and the Australian Energy Regulator (**AER**) made a number of key observations on consumer experiences and business conduct that are relevant/translatable to the proposed CDR framework.² These include:

¹ <https://www.humanservices.gov.au/sites/default/files/documents/report-of-the-independent-review-of-centrepay.docx>

² <https://www.aer.gov.au/system/files/AER-ACCC%20Submission%20to%20Human%20Services%20on%20the%20Independent%20Review%20of%20the%20Centrepay%20System%20-%208%20April%202013.PDF>

- The prospect of a steady long-term income stream offered by Centrepay can attract less scrupulous business operators prepared to engage in misleading or deceptive and unconscionable conduct in their dealings with Centrelink benefit recipients.
- Disadvantaged or vulnerable consumers who use Centrepay may be at particular risk of these practices. In particular, consumers are more likely to trust businesses that use Centrepay and less likely to exercise caution when faced with dishonest sales tactics. The ACCC considers that this consumer trust in businesses associated with Centrepay may extend to other consumers who use Centrepay.
- ACCC data showed that many Centrepay customers did not know how they can make a complaint about a business or how they can arrange for payments to a business to be stopped.
- Sales practices which led to consumers being charged for goods and services where those consumers either did not know that they are authorising Centrepay payments or **where they do not consider they gave their consent for payment.**

The above points on customer comprehension and trust are part of the reason we do not support the ACCC's proposal to expand the CDR framework to include sharing data to non-accredited third parties, such as accountants and lawyers, at this time. We encourage a review once the CDR system is in place to understand customer behavior and comprehension before an expansion takes place.

We note that there is significant value in consumer data and suggest that the ACCC observations on business conduct regarding income stream can be just as relevant in relation to data. Further, consumer trust in a business that is associated with the ACCC through their accreditation, may engender a false sense of security in customers who believe that the business, its services and use cases are endorsed by the ACCC. These are not reasons to avoid the use of a trust mark for CDR but matters to be mindful of as obligations and restrictions on use are being developed.

We agree that the CDR logo should not be bundled with other services for the purposes of marketing in a way that may mislead the customer in to believe that other services are associated to the CDR or ACCC accreditation. It may be useful for the DSB or ACCC to provide examples of what may be considered CDR Logo misuse in relation to those matters which are deemed 'MUST' for CDR logo use, to help guide business conduct.

For example, there are stringent guidelines around the use of the Heart Tick from the Australian Heart Foundation (AHF) that is a certified trademark (CTM) authorised by the ACCC. The Heart Tick helps consumers make decisions about food nutrition and improves their understanding and trust in nutrition claims by companies.

The AHF in setting the criteria for the Heart Tick make efforts to address the differences between what consumer perceptions are as to what the Tick Logo represents – as against what the Tick logo means.³

³ We refer to an article on customer perception of the Tick logo here - https://www.foodlegal.com.au/bulletin/articles/2009-04/heart_foundation_tick_criteria_reassessed/. We also note that a similar logo was used by an egg producer and was withdrawn



We have no comment on timeframes for successful implementation at this time given it relates to banking implementation for 1 July 2020. However, we encourage decision-makers to be mindful of the ongoing impacts COVID-19 is having on the economy and businesses ability to implement new obligations generally.

If you have any questions in relation to this submission, please contact Kat Burela on 0498001328 or at kburela@agl.com.au.

Yours sincerely

Elizabeth Molyneux
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due to concerns it was misleading to consumers (see <https://www.accc.gov.au/media-release/egg-tick-logo-withdrawn-after-accc-concerns>)



General comments

To ensure consistency across all CDR participants, we recommend that these matters relating to the use of the CDR logo be classed as standards. This will assist with establishing consumer expectations when engaging with CDR participants.

CDR logo use by accredited data recipients

Principle	AGL position
<i>ADRs MUST use the CDR Logo provided by the ACCC to facilitate consistency, familiarity, and trust in the CDR ecosystem.</i>	Supported
<i>ADRs MUST use the CDR Logo on consumer dashboards and this MUST be in association with CDR consents.</i>	Supported
<i>ADRs MUST use the CDR Logo on CDR Receipts and Consent Model related notifications, such as 90-day notifications and re-consent/authorisation requests</i>	Supported
<i>ADRs MUST use the CDR Logo in the course of requesting consumer consent to collect and use CDR data. This MAY include the steps immediately preceding a request to collect and use CDR data, such as the 'pre-consent' stage.</i>	Supported – the use of the CDR logo in the pre-consent stage will be important to ensure that consumers recognise the trust mark and can act accordingly with that information. However, it will be important to ensure that the CDR logo is not misused by businesses in a way that suggests that the business or other methods of data collection are endorsed by the ACCC.
<i>ADRs MUST use the CDR Logo in their CDR policy. ADRs SHOULD use the CDR Logo, where appropriate, for other CDR-related communications and interactions.</i>	Supported regarding the use of CDR logo in CDR policies. However, we encourage guidance on the use of the CDR logo in relation to marketing of products and services (e.g. bundling of data collection services). While the use of the CDR logo can help familiarise consumers with the regime, there is also a risk that customers will misunderstand what the mark represents. The CDR logo should not be used in relation to marketing of products or services until comprehensive customer testing has been undertaken in this space (e.g. <i>an ADR in general marketing of their business or service should not be able to promote their accreditation unless it is directly linked to the primary purpose of the marketing/communication</i>). This is particularly important where consumers may misconstrue / misinterpret the trust mark as a form of government endorsement. We refer the DSB to the Centrepay case study above.

Principle	AGL position
<p><i>The exact locations of CDR Logos in the Consent Model are at the discretion of the ADR but any use MUST be in direct relation to CDR and MUST NOT be used in relation to non-CDR data sharing.</i></p>	<p>We recommend that where the CDR Logo is required by the data standards (e.g. that an ADR or data holder MUST do something in relation to the use of the CDR Logo) that it be required to be placed in a prominent position within the consent flow. This will help reinforce trust with the customer and hopefully reduce drop-out through the consent and authorisation process.</p> <p>We encourage Data61 to undertake behavioural research into understanding whether there are benefits in requiring the CDR Logo in certain prominent positions through the consent model.</p> <p>Prominence of certain information is required under energy rules and laws, see for example the Energy Retail Code in Victoria⁴, or the Retail Pricing Information Guideline for National Energy Consumer Framework jurisdictions⁵, however to the best of our knowledge, no review of their effectiveness with consumers has been undertaken. This may be a useful piece of testing for the DSB to undertake in the future.</p>

CDR logo use by data holders

Principle	AGL position
<p>DHs MUST use the CDR Logo provided by the ACCC to facilitate consistency, familiarity, and trust in the CDR ecosystem.</p>	<p>Supported</p>
<p>DHs MUST use the CDR Logo in the course of authenticating the consumer associated with the data request.</p>	<p>Supported</p>

⁴ See for example 700 of the Energy Retail Code – objective to give *small customers* an entitlement to prominently displayed, helpful information that enables them to easily identify and understand key information

⁵ See for example the Retail Pricing Information Guideline obligations on retailers and third-party sales channels/comparison sites to have prominent weblinks for basic product information documents (energy fact sheets).

Principle	AGL position
<p>DHs MUST use the CDR Logo in conjunction with any One Time Password delivery communications.</p>	<p>One Time Password delivery communication and the use of the CDR Logo will depend on the nature of the relationship of consent and authorisation in energy. While we agree that the use of the CDR Logo in conjunction with password delivery can help inform the customer of the connect between the request and the communication, there is also a risk of consumers being provided a layout or communication in a format they are not familiar with.</p> <p>The Australian Energy Market Operator's (AEMO) role is as a market operator, and as such they have no profile or relationship with customers. They do not have a customer experience or customer service role and therefore lack the expertise to appropriately manage this relationship. AEMO's role is to establish business-to-business processes so the energy market functions effectively. If the Australian Energy Market Operator (AEMO) is responsible for managing the consent and authorisation flow (which we do not consider to be appropriate given their role in the energy sector), then the use of the CDR Logo in conjunction with One Time Password delivery communications would be essential and should be placed as MUST. This will be the first time AEMO will have a business-to-customer relationship, and as such the importance of the CDR Logo is amplified.</p> <p>However, energy retailers already have established relationships with their customers which are built on established consent and authorisation processes. If the energy sector structure is set up to redirect customers to energy retailer online portals/accounts, then the trust will be built primarily between the customer recognition of the brand, and secondary from the CDR Logo, in which case we recommend this be a SHOULD.</p>
<p>DHs MUST use the CDR Logo throughout the authorisation flow in relation to the ADR requesting data. Use of the CDR Logo elsewhere in the authorisation flow is at the discretion of the DH.</p>	<p>Supported</p>
<p>DHs MUST use the CDR Logo on consumer dashboards and joint account management services, and this MUST be in association with CDR authorisations.</p>	<p>Supported</p>
<p>DHs MUST use the CDR Logo on Consent Model related notifications, such those relating to joint account election for both joint account holders.</p>	<p>Supported</p>
<p>DHs MUST use the CDR Logo in their CDR policy. DHs SHOULD use the CDR Logo, where appropriate, for other CDR-related communications and notifications.</p>	<p>Supported</p>
<p>The exact locations of CDR Logos in the Consent Model are at the discretion of the DH but any use MUST be in direct relation to CDR and MUST NOT be used in relation to non-CDR data sharing.</p>	<p>As above, we recommend that CDR logo requirements in this case should be prominent in the Consent Model. We support a model that does not allow bundling of services to utilise the CDR Logo with non-CDR data sharing services.</p>