

### E.ON Comments on the PIA for Mod 593

Document Section	Comment
<b>Part One</b>	
S1. Para 1 and 2	The CMA order and the modification are clear that access is to be provided to internet based PCWs/TPIs, so I think the PIA should be specific on this point. In the definition of PCW it stipulates that the definition PCW “means an internet based price comparison service or other internet based TPI that provides....”
S2 para starting 4.1	As above. Perhaps the document would benefit from a definition section or glossary.
S3	It should make it clear that the data being provided is considered Personal Data under the DPA as the primary reason for the PIA.
<b>Part Two</b>	
Data Item	GT_ID – you indicate in the description that this is a geographical relationship; however that is not the case for iGT Supply Points, whose identity doesn’t confer a location.
	I would remove the words “limited value”, since Industry has long since agreed that better matching for switching is achieved (and less likelihood of erroneous transfers) if there is MPRN, MSN and Address info. It is on the customer’s bills and their accounts, so no-one requires them to go and visibly check the meter itself. It is also a useful indicator that a potential customer is actually the householder for the property they are generating an enquiry on.
Contractual arrangements diagram	Suggest that the Service Contract box is put between Xoserve and the PCW to remove any confusion. Confidentiality agreement – is that between each iGT and DNO and the PCW or is it between Xoserve and the PCW, in their role as CDSP?
Use and deletion of ...	Extra full stop at the end of para 1.
2.	The PIA is not the sole responsibility of the workgroup, since the workgroup are only giving permission for the data to be accessed, Xoserve as providers of the service must also ensure that the service is provided in compliance with the DPA. Therefore they should consider their role in the PIA
<b>Part Three</b>	
Privacy Risk Table	Non-domestic access – how will domestic and non-domestic be segregated...there is no explanation of how this risk is mitigated.
<b>Part Four</b>	
	Part four appears to be missing, or sections are misnumbered.
<b>Part Five</b>	
Risks	Should this be the DSC Change Management Committee or the DSC Contract Committee?
<b>Part Six</b>	
S1	Incomplete...but this should be CDSP
S2	Should this be CDSP Information Security Officer
<b>Additional Comments</b>	
Risks	There were a number of risks identified by the mod responses, however the PIA hasn’t fleshed out what they are and how they will be mitigated.  For example: Risk 1 regarding audit issues – the scope of what will be

	audited should be more specific, so that it's clearer what the mitigation actions will be, to just state there will be monitoring is insufficient.
GDPR	Are there any additional risks presented by the new GDPR requirements?
<b>Contract between GDN &amp; PCW</b>	
The UNC gives the permission, but isn't the contract now between the CDSP and the PCWs, not an agreement between the GDNs and iGTs and the PCWs? The UNC grants the permission for the data to be released, but the CDSP provides the service under the DSC arrangements.	
(A) Ownership of Data	Doesn't FGO change the nature of the relationships regarding the ownership of supply point data...and it's use, it's not just as part of their licence obligation discharged via an agency services agreement, but the provision of supply point information to Users and third parties now comes under the CDSP arrangements, and therefore isn't ownership of the data now a mutual or CDSP issue?
(B) DES	Should the definition be different as access isn't being provided to DES, but an API solution provided for DES Data items.
(D) DES	Again...not DES but DES data.
Definitions Data	As above
Definitions DES	As above
Definition Person	Shouldn't the definition relate to the CMA order, that this is for domestic customer's switching only, and therefore definitions of persons who would appear to be corporations should be excluded.
Definitions -	Remove the Transporter Agency references...should be updated to be CDSP
2.1 (a)( i)	Isn't the purpose that the use of the data is for commercial purposes for competitive switching services?
2.1 (f)	We are stipulating that they should treat the data to the same standard as their own data protection procedures and that it should at least meet the standard of "good practice". Shouldn't we expect that they will apply the same standards as we require...compliance with the DPA and the future relevant GDP Regulations?
2.2	This should be the CDSP rather than the transporters...and it should include the Users, since under the DSC contract we equally shoulder the risk...and actually under GDPR we will face a higher risk.
5	Refers to DES again
7	Does intellectual property rest with the transporters or the CDSP and its Users.
9.3	References to DES
10 (c)	References to Transporter Agency
17	Termination – why 3 years?
Overall contract	The permitted purpose/security – this seems to be a confidentiality agreement, but shouldn't it be wider than this...I can't see the obligations to retain evidence of customer's consent, nor can I find anything that sets out the scope of the service being provided, the terms on which access to the data is being granted, the right to audit or inspect....etc.