

G5 - Supplier CfD and Nuclear RAB Credit Cover

EMRS Guidance

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Change Amendment Record

Version	Date	Description
1.0	5 Aug 2015	Go-Live Version
2.0	25 Nov 2015	Clarification of defaulting; new calculation/escalation diagram.
3.0	14 Apr 2016	Updated to include guidance on using the Credit Cover Report (D0363)
4.0	4 Aug 2017	Document transfer into new template and cosmetic changes
5.0	3 Nov 2017	Housekeeping changes
6.0	24 April 2019	Housekeeping updates
7.0	19 August 2020	Annual Review
8.0	3 February 2022	Annual Review
9.0	30 June 2023	Included updates for Regulated Asset Base (RAB) and annual review

1. Introduction

This guidance document details how the Contracts for Difference (CfD) and Nuclear Regulated Asset Base (RAB) schemes mitigate risk of funding shortfall through the provision of Credit Cover and how this Credit Cover is managed by EMR Settlement Ltd (EMRS) on behalf of the Low Carbon Contracts Company (LCCC).

2. Purpose

The purpose of this document is to answer the following questions:

- Why must Credit Cover be lodged?
- What is the Credit Cover used for and when is it used?
- Who must lodge Credit Cover?
- How much and what type of Credit Cover is required?
- What happens if a Supplier does not provide enough Credit Cover?
- How do Credit Cover requirements work in practice?
- What if a Supplier has provided too much Credit Cover?

3. Who is this document for?

This guidance is relevant for all Suppliers; however, it refers only to Supplier Credit Cover obligations under the CfD and RAB schemes. Credit Cover requirements for Suppliers under the Capacity Market and for other involved organisations will be described in alternative documents.¹

4. Associated documents

This document should be read in conjunction with:

- WP42 – Supplier CfD and Nuclear RAB Credit Cover²

5. Why must Credit Cover be lodged?

Supplier Credit Cover provides LCCC with a guarantee of payment if a Supplier does not meet their obligations to fund the CfD or RAB. This protects LCCC's ability to make payments to CfD Generators and Licensed Nuclear Company(s) (LNCs) and therefore, the wider industry from adverse impacts as a result of non-payment by any individual Supplier.

¹ This guidance and other EMRS documents use the term 'Credit Cover' for consistency and clarity for involved parties. This should be considered synonymous with the term 'collateral' in the Contracts for Difference (Electricity Supplier Obligations) Regulations 2014 (CfD) and The Nuclear Regulated Asset Base Model (Revenue Collection) Regulations 2023.

² <https://www.emrsettlement.co.uk/publications/working-practices/>

Credit Cover for CfD and RAB is lodged separately to mitigate against non-payment under each scheme.

6. What is the Credit Cover used for and when is it used?

CfD Generators and the LNCs are paid using the funds collected from Suppliers through the interim rate levy, quarterly reconciliations, reserve amounts and mutualisation. Without these payments, the Counterparty would not be able to pay the Generators and the LNCs the full amounts they are due. Credit Cover is in place to insure the Counterparty's ability to pay the amounts against any Supplier's non-payment. When a Supplier fails to pay the full invoiced amount, EMRS will draw down on their Credit Cover. Credit Cover is not used to protect the non-payment of the Operational Costs Levy and Late Payment Interest. Draw down will take place when such payments have not been made, subject to a 'cure period' of two days after the due date to correct the missed payment. Drawn down amounts are not returnable to the Supplier, but will clear the obligations that prompted the draw down³.

7. Who must lodge Credit Cover?

All Suppliers who are supplying electricity in the UK have an obligation to lodge sufficient valid Credit Cover to meet their calculated minimum requirements. It is the Supplier's responsibility to ensure that LCCC is holding sufficient Credit Cover on any day it is required⁴.

The Credit Cover obligations under the CfD and RAB are separate to each other and any other Credit Cover obligations that Suppliers may face (such as under the Capacity Market or BSC). Any Credit Cover lodged for CfD or RAB will be treated independently of other requirements.

8. How much and what type of Credit Cover is required?

The amount of Credit Cover required for both CfD and RAB is determined on a daily basis and is equal to a Supplier's metered volumes for a 21 day reference period multiplied by the current Interim Levy Rate (the rate applicable at point 1, below). The reference period is determined by the availability of Balancing and Settlement Code (BSC) metered data, and therefore is based on the 21 calendar days available to EMRS prior to the calculation taking place.

For any given reference period this will include metered data from both Interim Information (II) and Settlement Final (SF) settlement runs. **Figure 1** is a representation of the timescales involved with calculating the minimum Credit Cover requirement for a given day.

³ Where LCCC believe that a Supplier is unable to meet their obligations, a Supplier's cure period will be waived

⁴ The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014 19(2) for CfD and The Nuclear Regulated Asset Base Model (Revenue Collection) Regulations 2023 19(2) for CfD

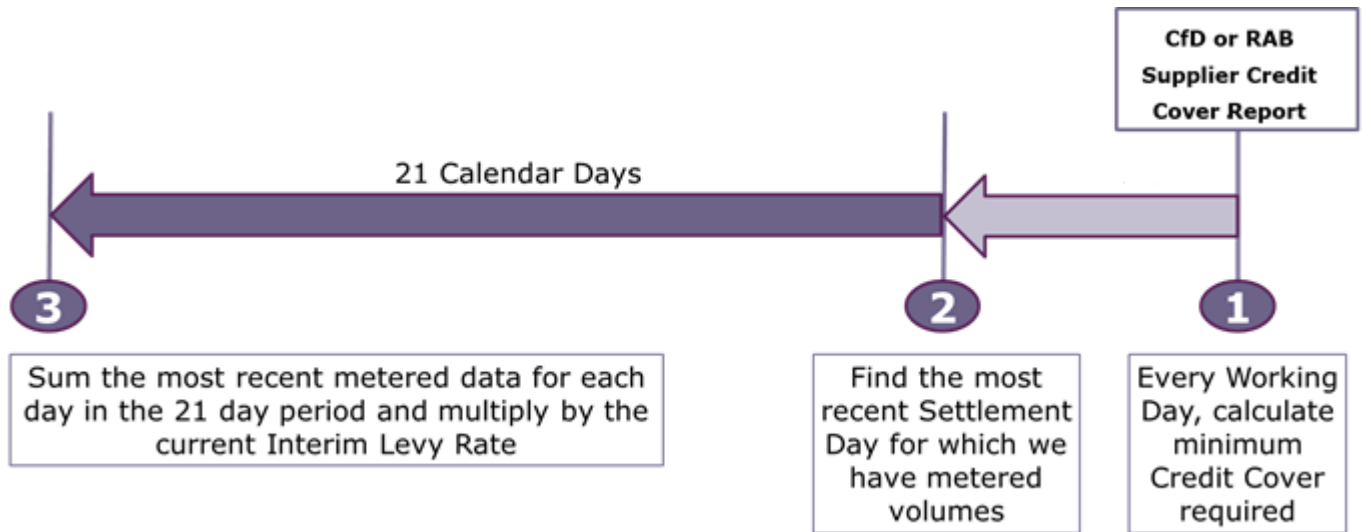


Figure 1: Metered Data Used to Calculate Minimum Credit Cover.

Credit Cover can be provided as either cash or Letter of Credit, except when a Supplier has been notified that they are in Credit Cover Default in which case only cash can rectify the position⁵. Further details on how to lodge Credit Cover can be found in WP42 – Supplier CfD and Nuclear RAB Credit Cover⁶.

On each Working Day a Supplier will be sent a Credit Cover Report. The report will inform the Supplier of the minimum Credit Cover required, the total available Credit Cover as of the end of the previous day and the difference between the two, i.e. their net position.

- A positive position indicates that the Supplier has surplus Credit Cover
- A negative position indicates they have failed to meet their obligations, which must be rectified.

Whilst the scheme allows Suppliers the flexibility to manage their Credit Cover position on a daily basis, Suppliers may find it more convenient to simply lodge their likely maximum Credit Cover requirement for longer periods. This can be estimated by identifying the 21 day reference period on which they are likely to deliver the largest metered volumes.

9. What happens if a Supplier does not provide enough Credit Cover?

When it has been determined that a Supplier has not met their Credit Cover requirement, they will enter a two day cure period to allow them to correct their position prior to escalation. If the Supplier

⁵ Letters of Credit received will still be lodged for subsequent assessments but the outstanding requirement to post the Credit Cover Default Amount in cash will remain

⁶ <https://emrsettlement.co.uk/publications/working-practices/>

has met their Credit Cover requirement by the end of the second day of the cure period - the 'cure day'- no further action is taken. A Supplier will have successfully left the cure period if they have:

1. A positive position on the cure day's Credit Cover Report; or
2. Lodged enough Credit Cover by the end of the cure day to meet the requirement detailed on the cure day's Credit Cover Report

However, if the Supplier has not met either of the above criteria by the end of the cure day (point 2, below) then a requirement to lodge the difference between the cure day requirement and the Credit Cover lodged at the end of the day. In this situation LCCC may also issue a Credit Cover Default Notice to that Supplier, who must then lodge the difference in cash Credit Cover by the end of the following Working Day (point 4). These steps can be seen in Figure 2 below. The Credit Cover Default Notice will also be issued to Ofgem as notice of a Supplier not meeting their regulatory obligations and published on LCCC's website for a minimum of 12 months.

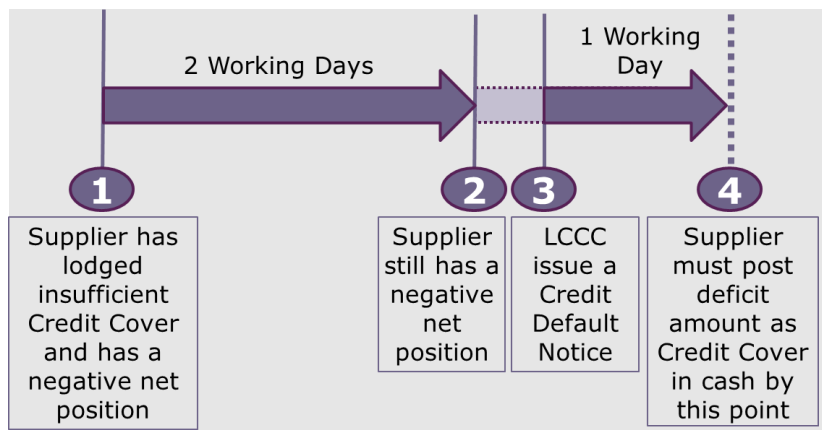


Figure 2: Escalation when a Supplier does not rectify a negative Credit Cover position

10. How do Credit Cover requirements work in practice?

The following principles apply individually to both CfD and RAB Supplier Credit Cover:

1. A negative position on Working Day D can be rectified by:
 - Having a positive position on Working Day D+2 (the cure day)
 - Lodging sufficient Credit Cover by the end of D+2 to meet the requirement from D+2; or
 - By lodging Credit Cover to cover the difference between the D+2 requirements and the Credit Cover available at the end of D+2.

If on Working Day D a Supplier has lodged Credit Cover of £100 for a requirement of £120, they have a negative net position of £20. The Supplier lodges no additional Credit Cover and on D+2, they have a requirement of £115. As a shortfall of £15 still exists at the end of the day, the Supplier must lodge £15 in cash to rectify the position.

2. Each assessment is independent of subsequent assessments

If a Supplier has a negative position of –£20 on Working Day D and –£15 on D+1 (i.e. on two subsequent days), they need to have sufficient Credit Cover in place by the end of **both** D+2 (cure day for D) and D+3 (cure day for D+1) i.e. values (A) and (B) in table 1 must be positive to prevent further escalation.

3. If LCCC issue a Credit Cover Default Notice, only cash Credit Cover will rectify a negative position

If, in the first scenario, a valid Letter of Credit for £20 was received by LCCC on D+3 prior to them issuing a Credit Cover Default Notice, then the Supplier would rectify their position. If, however, the Credit Cover Default Notice had been issued then the Letter of Credit would be lodged for future assessments only and the Supplier would still have to lodge £20 Credit Cover in cash (C).

Table 1: An example Supplier's Credit Cover position

	Day, D	D+1	D+2	D+3	D+4
Credit Cover requirement	£120	£115	£115	£105	£100
Credit Cover lodged (by end of previous day)	£100	£100	£100	£100	£120(C)
Daily report net position	£-20	£-15	£-15	£-5	£20
Default check⁷			£-15(A)	£15(B)	

The following rules will apply to the daily Credit Cover check:

- If D₀ net position is positive, then **no escalating action is taken**
- If D₀ net position is negative BUT D₂ net position is positive, then **no escalating action is taken**
- If D₀ net position is negative AND D₂ net position is negative BUT D₂ Credit Cover requirement is met by the end of D₂, then **no escalating action is taken**
- If D₀ net position is negative AND D₂ net position is negative AND D₂ Credit Cover requirement is not met by the end of D₂, then **issue Credit Cover Default Notice**

As each daily Credit Cover shortfall is treated independently of others, it is possible that a Supplier may be at multiple stages in the above escalations for shortfalls that arise on different daily checks.

⁷ The Credit Cover Default Amount is based on the cells highlighted in blue – the Supplier has until the end of the cure day to lodge Credit Cover to avoid escalation

Each Credit Cover Default Amount is treated independently and therefore there is a ratcheting effect on the amount of cash Credit Cover lodging required e.g. if two subsequent shortfalls of £20 are not corrected by the respective Credit Cover Default Notices then £40 would need to be lodged to clear the outstanding obligations.

It should be noted that a Supplier will not have use of the cure period until they have successfully lodged sufficient Credit Cover at least once. Where a Supplier has not met this criterion (i.e. when a Supplier first supplies electricity) a Credit Cover Default Notice can be issued on the same day that a negative position is first identified.

11. Extended example

The following provides a worked example of a Supplier over a period of 10 Working Days starting from WD 'D'. The columns have been colour coded to show where the information is provided to help Suppliers manage their obligations. The following colour coding has been used in the table:

Credit Cover Report	Credit Cover Default Notice	Not shown in notices
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Table 2: Worked example of a Supplier's CfD minimum Credit Cover or RAB minimum Credit Cover obligation

Working Day	Minimum Credit Cover req.	Credit Cover available ⁸	Net position	Cure day	Cure day net position	Cure day Credit Cover – cure day req.	Credit Cover Default Amount ⁹	Due Date to lodge cash ¹⁰	When negative position is rectified
D	120	100	-20	D+2	100 - 125	-25	15	D+4	D+4
D+1	118	100	-18	D+3	110 - 107	3	-	-	D+3
D+2	125	100	-25	D+4	125 - 130	-5	-	-	D+4
D+3	107	110	3	-	-	-	-	-	-
D+4	130	125	-5	D+6	115 - 125	-10	3	D+8	D+8
D+5	115	130	15	-	-	-	-	-	-
D+6	125	115	-10	D+8	130 - 125	5	-	-	D+8
D+7	120	122	2	-	-	-	-	-	-
D+8	125	130	5	-	-	-	-	-	-
D+9	105	120	15	-	-	-	-	-	-

⁸ The total Credit Cover value is the amount of available Credit Cover lodged by 5pm of the previous Working Day e.g. The Supplier lodges an additional £25 by 5pm of D+3; this is represented in the D+4 Credit Cover Report.

⁹ A Credit Cover Default Notice will be issued if the 'Cure day net position' and 'Cure day Credit Cover – cure day requirement' columns are **both** negative. In all cases, it is assumed that a Credit Cover Default Notice is issued the day after the cure day. This will be to the value of 'Cure day Credit Cover – cure day requirement'.

¹⁰ If Credit Cover is lodged after a Default Credit Notice has been issued, only cash will rectify the Credit Cover Default.

12. What happens if a Supplier has provided too much Credit Cover?

Suppliers can provide as much Credit Cover as they wish, provided they meet the obligations of the scheme. Should a Supplier wish to recoup their Credit Cover, they can request to do so through the service desk (for further details see WP42: Supplier CfD and RAB Credit Cover). Credit Cover will be released unless:

- They are currently in Credit Cover Default;
- The amount of Credit Cover requested will put them into a negative position; or,
- They currently have payment obligations that are past the payment due date (i.e. a late payment).

13. Need more information?

For more information, please visit our website www.emrsettlement.co.uk or email us at contact@emrsettlement.co.uk.

14. Acronyms and Definitions

A list of acronyms and definitions can be found in the Glossary¹¹ on the EMRS website.

¹¹ <https://www.emrsettlement.co.uk/glossary/>

