

## DCP 215 Legal Text

### The Inclusion of a Theft Assessment Calculator within DCUSA

#### After the following new definition in Clause 1.1:

**Theft Assessment Calculator** means a theft assessment calculation tool procured (or to be procured) by the Panel, in order to provide a means of assessing unrecorded electricity units arising as a result of instances of Theft of Electricity.

#### Amend Clause 5.3 as follows:

- 5.3 Without prejudice to any other duties or obligations imposed on it under this Agreement, the Panel shall, subject to and in accordance with the other provisions of this Agreement:
- 5.3.1 manage and co-ordinate any applications from Applicants to become a Party in accordance with Clause 4;
  - 5.3.2 manage and co-ordinate the process by which Panel Members are appointed, in accordance with Clause 6;
  - 5.3.3 develop budgets in accordance with Clause 8;
  - 5.3.4 manage and co-ordinate the modification process set out in Section 1C, and give effect to any modifications resulting from such process in accordance with Section 1C;
  - 5.3.5 manage the termination of a Party's accession to this Agreement in accordance with Clause 54;
  - 5.3.6 oversee and, where appropriate, approve the actions and decisions of DCUSA Ltd as contemplated by Schedule 10;
  - 5.3.7 periodically review this Agreement and operations under it, in order to evaluate whether this Agreement meets the DCUSA Objectives, and report to the Parties on the outcome of each such review;
  - 5.3.8 at the written request of the Authority, undertake a review in accordance with Clause 5.3.7 in respect of such parts of this Agreement as the Authority may specify;
  - 5.3.9 procure the creation, hosting and maintenance of the Website, which the Panel shall endeavour to ensure complies with the requirements of Schedule 14;

- 5.3.10 make an accurate and up-to-date copy of this Agreement available on the Website in accordance with Schedule 14, and arrange (in return for a charge not exceeding the reasonable cost of so doing) for an accurate and up-to-date copy of this Agreement to be supplied to any person requesting a copy of the same;
- 5.3.11 at the written request of the Authority, collect and provide to the Authority (or publish in such manner as the Authority may direct) such information regarding the operation of this Agreement as the Authority may reasonably request (and each Party shall provide to the Panel such information as the Panel reasonably requires in order to enable the Panel to comply with any such request of the Authority);
- 5.3.12 endeavour to establish joint working arrangements with other relevant industry committees and panels in order to facilitate robust interaction between this Agreement and the industry documents for which such industry committees and panels are responsible;
- 5.3.13 consider whether it is appropriate to obtain insurance in respect of the costs, charges, expenses, damages and other liabilities referred to in Clause 6.20, and, where it is appropriate to do so, obtain such insurance; ~~and~~
- 5.3.14 develop and give effect to the Theft Risk Assessment Service Arrangements (and the Panel shall have the power to delegate any or all of such arrangements to one or more third parties); ~~and-~~
- 5.3.15 arrange for a Theft Assessment Calculator to be procured, maintained and made available to those Parties obliged to use it in accordance with Schedule 23, which calculator must provide a means for assessing unrecorded units in compliance with the requirements of Schedule 23, must be procured from and maintained by a person that is reasonably independent of the Parties, and may be procured jointly with those persons making equivalent arrangements for gas.

**Amend Paragraph 15.3 of Schedule 23 as follows:**

**15.3 Assessment of Unrecorded Units**

**OBLIGATION**

Each Party must ensure that the assessment of unrecorded units, following confirmation of Theft of Electricity, is carried out in a systematic, reasonable, consistent and transparent way.

When assessment calculation tools are required to assess unrecorded units, Parties must utilise the DCUSA Theft Assessment Calculator most recently made available by the Panel under the DCUSA.

## **BEST PRACTICE**

No one single method is necessarily appropriate in all cases, but it is recommended that Parties follow the ~~methods~~order as set out in Appendix 7 to this Code of Practice.

### **Amend Paragraph 1 of Appendix 7 to Schedule 23 as follows:**

Assessment of units unrecorded, following Theft of Electricity, should be carried out in a systematic, reasonable, consistent and transparent way. The following list of options is set out in no particular order. No one single method is necessarily appropriate in all cases:

- 1.1 where there is a clear pattern from past consumption history, by which is meant an obvious step change following an earlier established level or pattern, then this may be used as the basis for assessing what should have been consumed from the time of that change. Less obvious but inconsistent consumption history may also be used in support of, or to check, the general value obtained using other methods;
- 1.2 where the customer permits an audit of appliances, then this method may be used. Standard consumption figures should be applied, concentrating on the major appliances which the customer admits to using or have obviously been in use. ~~An example assessment calculator is set out below~~Where this method is chosen, the Theft Assessment Calculator most recently made available by the Panel under the DCUSA must be used. Account should be taken of valid input from the customer to assess whether some scaling of the figures might be appropriate;
- 1.3 typical consumption levels for the type of property may be applied, taking into account where available the type of premises, tariff in use, number of occupants and occupancy patterns (e.g. night working), other fuels available, geographic location, etc;
- 1.4 monitor ongoing consumption;

1.5 Load testing.

**Wragge Lawrence Graham & Co LLP**  
**13 August 2014**