DCUSA DCP 153 Consultation Responses – Collated Comments

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| **Question One** | **Do you have any comments on the definitions provided in the straw man document?** |
| British Gas | No comments on the definitions |
| EDF Energy | We only have a one comment on the definitions within the straw man document; we believe that the definition of a Category A situation should also make explicit reference to this situation preventing the meter from being exchanged. |
| EON Energy | No. |
| ENWL | None |
| GTC | No |
| Northern Powergrid | Northern Powergrid is comfortable that the definitions are clear. |
| npower | The definition of ‘Working Hours’ should not seek to redefine the Working Hours as already set out in Schedule 1 of the Electricity (Standards Of Performance) Regulations 2010. Simply referencing the relevant regulations should suffice. |
| ScottishPower Energy Retail Ltd | No |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We have no comments on the current definitions provided in the straw man document at this time. |
| SP Distribution  SP Manweb | SPEN are happy with the definitions provided in the straw man. |
| SSE Energy Supply | The requirement for forward planning at the level of detail requested under 30.5A.2 is not achievable based on our roll out plan. For forward planning at the level of detail requested under 30.5A.2 is not achievable based on our roll out plan. 4.1B requests postcode outcode level which is a granular level that will be difficult to achieve. Any inbound customer contact would result in an attempt to secure an appointment to install smart meters if we have sufficient staff in that area. We may be able to provide regional data on our plans at a higher level to show volumes. Best endeavours will be to provide detail at as low a level as possible. |
| UKPN | The descriptions are fine in principle.  Category A – it is unclear what the last sentence adds.  Category B – does it need to make it clear that the situation is one which would prevent a meter operator working in accordance with good industry practice from changing the meter – to avoid the DNO being called out due to low skill or policy issues for MOPs (e.g. some MOPs avoid working on certain situations that we have approved them working on)?  Category C – needs “means” at the front |
| Western Power Distribution | The definition of Category B & C situations includes “prevents a meter from being exchanged”. This is a too narrow remit given that the SLAs are to endure beyond the smart meter roll out. WPD suggests it is re-phrased as “prevents metering work from being carried out”.  The definition of a Category C situation mixes up a description of the symptoms with the course of action to be taken upon discovery. WPD suggests it is re-phrased as “means a situation where a distributor’s equipment is impaired in some way but which is not a Category A Situation or a Category B Situation and does not prevent metering work from being carried out.”  Working Hours should mean the period between 7am and 7pm on each Working Day only. There is something illogical about there being “working hours” on a “non-working day”. |
| **Question Two** | **2. Do you agree with the proposal that Distributors should use reasonable endeavours to meet the SLAs on 90% of occasions in each calendar month? Please provide supporting comments.** |
| British Gas | Currently there are no SLAs in place for Distributors when attending incidents on their network. Therefore we believe that the SLA should be set at 90% initially and then reviewed in the light of operational experience and once smart meter roll out is fully underway. |
| EDF Energy | While we recognise that meeting the SLAs in 100% of situations may not always be possible, we believe that the following consideration need to be made in regards to this proposal:   * We do not believe that “reasonable endeavours” are sufficient in the case of Category A situations given the nature of the situation and the potential implications for health and safety, and any target related to such situations should be 100%. * There needs to be a clear and consistent definition of “reasonable endeavours” that is common to all Distributors, it is obviously not acceptable for customers in different Distribution areas to receive a variable quality of service due to differences of interpretation in this area. * We are concerned that any situation that is not resolved within the specified SLAs has the potential to be “lost” or de-prioritised as the SLA has already been breached. Where a situation has not been resolved within the SLA we believe that there should be a 100% target to resolve the incident within the next available period i.e. within the next 40 working days for Category B situations. |
| EON Energy | Yes. However. We have some concern how completed Cat A jobs get reported back to suppliers/Mops. Do we need to issue a D135 in order for a D126 to be returned by the DNO? At present we have seen no D0126s returned for Cat A jobs. |
| ENWL | Yes - There are numerous conflicting demands on our resources and while we will endeavour to meet the standard every time there will be occasions where it is not possible. Subject to the caveat below & advance notice periods being agreed and adhered to. |
| GTC | Yes |
| Northern Powergrid | Northern Powergrid would always use reasonable endeavours to support the agreed requirements of the SLA, subject to the comments in our response to the first consultation paper. |
| npower | We recognise the great steps being made by the Network Operators to prioritise the customers experience in this process. However, we have concerns with any Service Level that does not apply to the full population of the Cat A or Cat B situations. We would prefer to see all jobs covered by the SLA, for example 90% of Cat B situations successfully resolved within the Service Levels against 100% of Cat B situations raised, in each calendar month.  As drafted (30.5.3), the current approach leaves the position open for up to 10% of situations raised not to be worked at all, generating significant customer disruption and this could, in aggregate, contribute to a negative public perception of the national Smart metering deployment. We believe the intent of the working group is for parties to identify and attempt to resolve all issues that prevent the rollout of Smart meters and should certainly not create any situation where the resolution of a potential safety concern might not be covered by the Service Levels.  Clause 30.5.1 places a notification obligation on the user or its agent to report in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The same obligation should be placed on the Company to respond and resolve in a prompt and appropriate manner having regard to the nature of the incident. |
| ScottishPower Energy Retail Ltd | No. We believe the SLA should be 100% with performance penalties from 90%. In essence this means DNOs should be using all reasonable endeavours to meet 100%. Additionally we would only be happy with the 90% target for Category Cs. Category As must be 100%, given the safety risks. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We agree with the proposal that Distributors should use reasonable endeavours to meet the SLAs on 90% of occasions in a calendar month and would support interim reviews of the SLAs once the smart metering roll out has reached measurable proportions. |
| SP Distribution  SP Manweb | SPEN are happy that Distributors should use reasonable endeavours to meet the SLA’s agreed between Suppliers / MO’s and DNO’s.  With regards to the 90% threshold - we would be interested in seeking the views of all other parties as to whether the 90% is an acceptable and achievable level. |
| SSE Energy Supply | Yes |
| UKPN | Yes. At this time it is unclear what volume of work is likely to be required under each category. It would be excessive to put the DNO in breach for a single failure or to define a level of failure at which a breach occurs. Reasonable endeavours seems a sensible approach in such uncertainty.  There may also be regional differences in the ability of DNOs to meet service levels. The time to remedy a situation in an urban area may be dependent on works outside of the customer’s premises which require necessary approvals to be obtained.  Furthermore, the source of DNO work is the supplier deciding to change to smart meters in a specific geographic area.  As such should one of the larger suppliers decide to conduct a large volume of work in a small geographic area or multiple suppliers conduct work in a geographic area, the demand on DNO resources will be higher than they will be able to manage.  Accordingly, a 90% threshold combined with a 115% volume rule should enable an appropriate balance between customer service and over resourcing for a limited number of peak demands to be effectively managed.  This could be reviewed later in the light of experience. |
| Western Power Distribution | It is unreasonable to expect the SLAs to be met 100% of the time, particularly during the period when Distributors are ramping up their resources to support the smart roll out. The 90% figure seems to be a fairly arbitrary choice and whether it is appropriate, especially during the early stages of the roll out, remains to be seen.  WPD would like to see a lower figure for the foundation stage and first year of the mass roll out, for example 80% until the end of 2015, and 90% from 2016 onwards. |
| **Question Three** | **3. Do you agree with the proposal that if the average monthly volumes of meter installations across all Suppliers exceed Suppliers’ forecast volumes by a certain percentage then the Distributors would be released from their obligation to meet the SLAs for that month? Please provide supporting comments.** |
| British Gas | We agree with the principle that should Suppliers exceed their forecast volumes by certain percentage then Distributors would be released from their obligation for that month. We understand that Distributors will be resourcing up to levels to meet SLAs based on Suppliers forecasts of meter exchanges. It is reasonable that if monthly exchanges exceed these forecast levels by a certain percentage then the obligation to meet the SLA should be relaxed. |
| EDF Energy | While we recognise the impacts on Distributors that inaccurate forecasting will have we do not agree with the notion that this should release Distributors from all of their obligations within the SLAs. The SLAs should still be able to be met for the population of meter installations that was within the original forecasts and so should still be applied; it is only those meter installations over the original forecasts that should not have the relevant SLAs applied. Our preference would be that only the Supplier(s) that have exceeded their forecasts would be penalised by not having the SLAs met but we recognise that this may not be practical for DNOs to manage  Also, in line with our response to question 2, we would be concerned that anything that is not resolved within the SLA for whenever reason is effectively forgotten, we would like to see wording that requires the Distributor to resolve any situations that are not resolved within the original SLA to be resolved in the next available period i.e. within the next 40 working days for Category B situations.  We are also concerned that the poor forecasting of one or two Suppliers could have an impact on other Suppliers and specifically their customers, we would therefore like to see some manner of formal follow up process with those Suppliers that persistently create these issues to ensure they do not continue to have an adverse impact on other Suppliers who are acting in good faith. |
| EON Energy | Although we have some sympathy for the issue, we are not convinced that the 15% threshold is correct or the impact exceeding this effects subsequent months.  If the limit is exceeded, does the removal of obligation apply to all jobs or just those over the % target?  How will DNO know in any month that a culmination of all suppliers jobs will be over forecasted volumes or if one supplier exceeds their forecast will this have a knock on effect on their obligation to other suppliers? |
| ENWL | Yes – This is forecast to be a significant volume of work for which we need to put additional resources in place. There needs to be some form of encouragement for suppliers to stick to their forecasts in order that we can manage our resources and provide the service being required of us under the SLA. |
| GTC | Yes, it would be unreasonable to assume that compliance would be possible under such circumstances. |
| Northern Powergrid | Yes, because resource levels will be largely driven by the accuracy of supplier forecasts and should these differ greatly from actual rollout volumes this is likely to affect Northern Powergrid’s ability to comply with the SLA. |
| npower | We recognise the Network Operators require a level of good forecasting of Smart meter installations to estimate and plan their resource needs. However, where collectively Suppliers exceed any installation forecasts they have issued, the release of the Network Operators from all elements of the Service Levels is not appropriate.  Suppliers will require clarity and consistency in respect of limitations of services from the Network Operators, where they are unable to maintain the Service Levels due to significant resource impacts resulting from unexpectedly high installation volumes related to Suppliers forecasts.  Smaller suppliers may be placed at a disadvantage should larger suppliers actual Smart meter install volumes be greater than their original forecasts, month on month.  We recommend that the industry considers how it might provide a level of protection to individual Suppliers, against the actions of one, or more, Suppliers who have exceeded their stated forecasts that result in a consequential failure of the aggregate forecast. |
| ScottishPower Energy Retail Ltd | Totally disagree with the SLA being tied to smart roll out. These issues are there now; just because they may be identified at a smart meter installation does not have any relevance. In particular we think it is totally inappropriate for Category As – these are emergency situations on a DNOs network and must be resolved, irrespective of how many smart meters may be planned in their area.  Additionally, these codes are used for all MPANs, not just those impacted by a smart roll out plan and as such it is totally incorrect to “lump” all issues under a smart banner.  An SLA should be an incentive, but these seems to be a disincentive particularly as it is a retrospective SLA (ie a DNO can miss individual targets throughout a month but only at the end can they know suppliers’ volumes were too high so the targets do not count) |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | Agreed. Should Suppliers roll out volumes which exceed their forecasts this could lead to a greater volume of defects being reported. There is a very real risk that a Distributor may not have sufficient resource in the correct geographical location to meet the SLA, due to inaccurate forecasts. |
| SP Distribution  SP Manweb | SPEN agree with the proposal that if the average monthly volumes of meter installations across all Suppliers exceed Suppliers’ forecast volumes by a certain percentage then the Distributors would be released from their obligation to meet the SLAs for that month.  However, before we agree to any SLA’s it is imperative that we see sight of the Suppliers smart meter roll out plans to agree on an achievable and acceptable level. |
| SSE Energy Supply | We do not believe that SSE should be disadvantaged by a DNO being released from their SLAs because another Supplier has increased their volume. In the event a Supplier execeeds their forecast volumes by a certain percentage, any release from SLA obligations should only be in relation to that Supplier. |
| UKPN | Yes. This removes an element of uncertainty and recognises a sudden increase in volumes is unlikely to be met with an instantaneous increase in resources. However, it may be preferable to measure this against the number of attempted meter exchanges, as opposed to successful meter exchanges, so that the number of DNO intervention cases does not reduce the total volume.  It may be helpful to add T-1, T-2 and T-3 to the supplier report at Part 4 of the proposed Schedule 23. It may be helpful to break that down between successful meter exchanges and attempted meter exchanges. |
| Western Power Distribution | WPD agrees with the principle of releasing obligations on Distributors in the event of high volumes, but not with the proposed detail, for the following reasons:   * The volume of meter installations is immaterial, what matters is the volume of defects the Distributors have to resolve i.e. above average defect rates within forecast volumes would be just as problematic as average defect rates and above forecast volumes * Suppliers only have to report “forecast” volumes in advance, not “actual” volumes in arrears. Consequently it is unclear how this procedure will work in practice * Total volumes rather than average volumes for the month should be employed as this will more accurately reflect the workload on the Distributor * The obligation is only released for the month in question yet there is the potential for a consequential impact on subsequent months whilst any backlog is resolved.   WPD suggests that the SLA obligation is released if the number of reported defects in the month exceeds, by a certain percentage, the total forecast volume of meter installations across all Suppliers for the month multiplied by a pre-determined defect rate. This approach takes account of a variation in either volumes or defect rate.  WPD also suggests that the number of defects over and above this percentage limit is carried forward into next months reported defects figure as a means of mitigating the consequential impact of excess volumes.  For example:  Total forecast volume for month = 50,000 installs  Pre-determined defect rate = 3%  Excess limit = 15%  Estimated number of defects = 50000 x 3% = 1500 defects  Excess limit = 115% x 1500 = 1725 defects  Actual defects reported during month = 1995  Excess defects brought forward from previous month = 0  1995 + 0 – 1725 = 270 defects above excess limit  The SLA obligation on the Distributor would be released and 270 excess defects would be carried forward to the next month    WPD would like to point out that the wording used in question 3 is “exceed…forecast volumes by a certain percentage”. An alternative form of words has been used in the straw man specification, which has a significantly different interpretation. |
| **Question Four** | **4. Should this percentage be set at 15%? Please provide supporting comments.** |
| British Gas | We agree that 15% would seem reasonable initially |
| EDF Energy | The 15% specified within the straw man seems to be reasonable; however we would like to understand if there is any specific logic that has been used in determining this figure. |
| EON Energy | We would like to understand the rationale behind the 15% figure and the answers to our questions under Q3 before we could comment if this figure is appropriate. |
| ENWL | 5 % feels like a more reasonable tolerance to manage within as this will have some scope to flex resources to respond to increased or reduced volumes. To a degree fluctuations can be managed by varying mean time to appointment but if volumes are consistently out of synch with forecast this will become a problem. If volumes are consistently low we will have stranded resource and cost – if volumes are consistently high we will see increased meantime to appointment.  It might be worth considering a volume and % threshold. We are forecast for 160,000 cut-out changes as a result of the smart meter roll-out (5 years). This is 32,000 per year or 2,667 per month. 15% is an additional 400 cut-out changes per month – which could require 4 additional teams. For ENW , 5% seems high enough. |
| GTC | This seems to be a reasonable percentage as a starting point without any further evidence to suggest an alternative. |
| Northern Powergrid | Whilst it is difficult to say whether a 15% metric is correct, it is useful to have a level of performance set to start the programme rolling. It might also be useful to agree a ‘honeymoon’ or ‘bedding in’ period to allow parties to get acclimatised to the SLA arrangements. There may also be a benefit of holding an annual review of this figure, so that when supplier’s programmes are in full rollout this level of performance can be checked and adjusted if necessary |
| npower | Please refer to our response to Q3 outlining implications of Suppliers exceeding Smart install forecasts.  Notwithstanding, the fact that we do not agree that Network Operators should be released from all obligations of the proposed Service Level at any volume, we recognise that it may be appropriate to apply a service level derogation to enable the Network Operators to respond most effectively to Cat B events (as our assumption is all Cat A cases will be worked), but we would not expect the trigger for such a derogation to be below 20% of aggregate install volume in a given month. |
| ScottishPower Energy Retail Ltd | There should be no percentage. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We believe this should be set at 10% which would be consistent with the 90% ‘reasonable endeavours’ target within the SLAs. |
| SP Distribution  SP Manweb | With regards to the 15% level, SPEN would be interested to see why the figure was set at this level – and how this would be measured?  If all suppliers were to exceed install volumes by 5% in a Distribution region, this would have a huge impact on FTE and availability? |
| SSE Energy Supply | This seems acceptable. |
| UKPN | Yes. This seems a fair start point and is similar to the mechanism used in Guaranteed Standards of Performance for unmetered connections. |
| Western Power Distribution | The 15% figure seems to be a fairly arbitrary choice and in WPD’s opinion is much too high.  During mass roll out there will be 1.4million meter installs per annum in the WPD area. Assuming a 3% defect rate this equates to 42000 defects per annum, or 3500 per month. A 15% excess equates to 525 defects in the month. Bearing in mind that a cut out change is a two person operation (because it is done live) and that the resolution of each defect is likely to take several hours, this excess workload represents a huge resource commitment that WPD is expected just to absorb before any consideration is given.  Suppliers are required to forecast their installation volumes and it is reasonable to expect Distributors to resource up to deal with the anticipated number of associated defects. However, Distributors would not have additional resources standing idly by “just in case”. Distributors are not in a position to second guess the actions of Suppliers, nor to predict when/where above average defect rates are likely to occur. Consequently the SLA obligation should be released whenever volumes are above forecast i.e. the percentage should be set at 0%. |
| **Question Five** | **5. The Working Group does not believe that the forecasting in its current format will work for IDNOs. Do you have any views on how the Supplier Volume forecasting for IDNOs should work?** |
| British Gas | As IDNOs should have much newer networks the number category A,B and C instances should be much less. We do not believe therefore it will be necessary to provide forecasting at IDNO level. |
| EDF Energy | We believe that it should be possible to derive the projected volumes for IDNOs from the reporting that is proposed to be provided to Distributors. IDNOs tend to operate in specific postcode areas and so it should be possible to derive the number of planned installs on IDNO networks from the postcode level reporting that is already specified.  We also believe that the number of category A and B situations reported for IDNOs should be very low as not only are the volumes of metering systems for IDNOs more limited, but these would usually be new networks and so we would not expect to find many issues with DNO equipment that has not been in situ for very long.  As a Supplier we would not easily be able to forecast our installation volumes for IDNOs; and any requirement to do so will create an additional reporting overhead and is likely to have a limited level of accuracy. |
| EON Energy | IDNO volumes are likely to be small and on new networks, therefore, don’t see any issues for them and therefore no need to extend the Supplier volume forecasting for IDNOs. |
| ENWL | We need geographic area of activity as well as volume / time forecast. Suppliers face exactly the same problems that we face. We need suppliers to work in specific areas. |
| GTC | Unfortunately we do not have any suggestions in regards to this but we agree with the working groups’ assessment that the current forecasting will not work for IDNO’s. However we believe that there may be less initial impact on IDNOs and believe that the lack of forecasting may be a moot point. Our only suggestion is that IDNO’s do not have any forecasting for the time being but that a review meeting should be set up to analyse the impact of this post go live for all relevant parties. The meeting could also review the percentages set by this change proposal. |
| Northern Powergrid | No comment |
| npower | IDNO’s should form their own proposals if their requirements are different from the DNO’s. However, they should still be subject to the same SLA’s as all DNO’s. |
| ScottishPower Energy Retail Ltd | See previous comments – do not agree with forecasting. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We believe this is for IDNOs to respond to. |
| SP Distribution  SP Manweb | SPEN have no views on how the Supplier Volume forecasting for IDNOs should work. |
| SSE Energy Supply | No |
| UKPN | Forecasting should be by GSP group.  The IDNO could be released from its obligation in respect of its networks within a GSP Group if the volume of meter installations in the GSP Group is exceeded by the set percentage. In other words, if the host DNO is released from the obligation, IDNOs are also released in respect of their networks within that DNO’s area.  Adding T-1, T-2 and T-3 to the supplier report at Part 4 of the proposed Schedule 23 will help the IDNO identify whether the forecast was exceeded, albeit retrospectively. |
| Western Power Distribution | WPD has no views on this matter. |
| **Question Six** | **6. Do you agree that the D0126 flow issued once a situation has been remedied should contain the Distributor’s view of the correct asset condition code, particularly if different from the code reported in the D0135? Please provide supporting comments.** |
| British Gas | Yes we agree that the correct asset condition code should be provided back to the organisation reporting the fault. This will unable corrective training to undertaken to prevent misreporting in the future. |
| EDF Energy | We believe that the D0126 flow issued once a situation has been remedied should contain the Distributor‟s view of the correct asset condition **category** (not code) where different from the category reported on the D0135, i.e. if a category C situation has been incorrectly reported as a category B situation. We do not regard the misidentification of situations within a category as being a material issue as the same impacts (in terms of ability to install a meter) and SLAs would apply, and we would be concerned about the amount of data that might be received and need to be managed were all incorrect asset category codes to be reported on dataflows. |
| EON Energy | Yes, this enables reporting of where they differ which could be used to address deficiencies in training at the ability to identify the correct asset condition code at either the DNO or MOP. |
| ENWL | Yes – this should encourage operators to improve field knowledge which ultimately should mean only work that needs doing is passed through. Need to be clear what happens as a consequence of significant error rates as this could just become a moot debate. |
| GTC | Yes, without this it will be impossible to analyse how the process and parties are performing from the distributors’ point of view. |
| Northern Powergrid | Yes, we see this as a useful check to ensure that reporting is being done accurately. It will also provide an effective mechanism for ensuring that the information being received is accurate and consistent. It will also allow Distributors’ to determine whether individual suppliers operating in Northern Powergrid's service territory are performing in line with both the detail and the spirit of the SLA. |
| Npower | Yes, we agree. |
| ScottishPower Energy Retail Ltd | Yes, agree the DNO should respond with the correct asset condition code. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We do not agree that the D0126 response is the correct vehicle for reporting a different asset code than the one originally reported in the D0135. As the DTC stands it is not part of the flow and would require a new flow or an amendment to the existing flow. This would require an MRA change proposal.  Incorrect reporting of codes could be included in monthly reports and in the case of a safety implication it should reported to the originator bi-laterally in a real time method e.g. a telephone call. This would be more effective than a dataflow. |
| SP Distribution  SP Manweb | SPEN agree that if a D0135 has been classified wrongly within the same Category – I.E – B01 instead of B02 – this may be ok providing the Distribution Engineer is the correct resource to remedy the fault. If not, the flow may have to be rejected and resubmitted. If it is found that the fault has been classified wrongly and can be remedied – this should be reported back to the supplier on the D0126.  If the D0135 has been classified as a Cat B instead of a Cat C, this should be rejected as it the Supplier will impact on the Cat B SLA of 40 WD’s. |
| SSE Energy Supply | Yes, to ensure continuous improvement for reporting |
| UKPN | Yes, this will help if there is charging for the extra costs of mis-categorised work. It also provides a feedback to the originator. |
| Western Power Distribution | WPD agrees with the proposal but would like to point out that the inclusion of this information is not a compulsory requirement of the D0126 data flow. |
| **Question Seven** | **7. Should there be specific clauses in the DCUSA that defines how the process for notifying the Supplier where an SLA cannot be met will work, or would it be preferable to include this information in a guidance document? Please provide supporting comments.** |
| British Gas | We do need a consistent agreed procedure that all DNOs will follow for notifying the supplier when an SLA cannot be met. We could include a specific clause that states that the DNO will notify the supplier in accordance with the guidance note rather than including a detailed procedure within the DCUSA as this can then be amended more easily going forward. |
| EDF Energy | We believe that it would be preferable to include this sort of information within a guidance note as this would make the documentation more easy to manage and would not require a CP to be raised if amendments were required based on operational experience. It also allows for some flexibility depending on the exact nature of the situation (such as a force majeure event) which may not be available in the DCUSA. |
| EON Energy | Either method is acceptable. We have no preference as long as it is documented. |
| ENWL | Indifferent as to where it is as long as it exists |
| GTC | We believe that a guidance document might be best suited to this situation. |
| Northern Powergrid | Northern Powergrid would like a Guidance Document. This would provide user clarity and would be easier to amend as this could be managed and /or changed without the need for a DCUSA change proposal. |
| Npower | This should be in DCUSA and subject to change controls along with the same notification SLA |
| ScottishPower Energy Retail Ltd | Added to DCUSA for now. However, if in time the updates are taking too long or are too costly they could be moved to a guidance document. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We would suggest this requirement should be discharged through a guidance document We do not believe DCUSA is appropriate as it is not intended to be an all-embracing process document. |
| SP Distribution  SP Manweb | Where an SLA cannot be met, there should be a process to notify the Supplier of the reasons. For example – there may be NRSWA requirements which may mean that the DNO has to ‘stop the clock’ effectively and this needs to be taken into consideration as even with the best endeavours the 40 day SLA will not be met. This may also be the case where a planned outage for multiple customers needs to take place as the DNO will need to notify customers and organise on site generators, etc. |
| SSE Energy Supply | A guidance document would ensure consistency |
| UKPN | Under the proposal for Category A jobs, it would seem sensible to have contact details for the MOP operative, if they are remaining on site, if anything should cause the DNO a delay. It is unclear why the Supplier needs to be further informed – are they aware of the matter? The DNO’s focus should be on resolving the issue.  Under the proposal, for Category B jobs, the DNO will be attempting to make an appointment with the customer and will inform the supplier when that will be. If the appointment falls outside of the SLA or the DNO has not confirmed an appointment within the SLA the supplier will know this. Suppliers can monitor whether the DNO has responded to a D0135 flow or not. It is not clear what further information is required under 30.5.6. |
| Western Power Distribution | Neither. There should be no requirement to notify Suppliers and Meter Operators that an SLA cannot be met.  Suppliers and Meter Operators know what the Distributor SLA obligations are, and when they made the phone call / sent in the dataflow. If they have not received a D0126 dataflow that confirming defect resolution or dispute by the relevant timescales they can infer the answer for themselves. |
| **Question Eight** | **8. If specific clauses are to be included in the DCUSA where an SLA cannot be met, which data flow should be used to inform the Supplier that the SLA cannot be met and notify them of when an appropriate person will be sent to resolve the situation?** |
| British Gas | We could not identify any obvious flow, possibly the D0167 which has 200 characters of free format text that could be used. Flow goes from SFIC to Supplier. If a new flow is required we would suggest e-mail notification to dedicated named e-mail box initially. |
| EDF Energy | We believe that the only dataflow that would appropriate for this purpose would be the D0126; however we would not want to receive a D0126 flow purely notifying us that the SLA is not going to be met as we are able to determine that from the absence of the D0126 within the relevant timescales.  In order to minimise the amount of flow traffic that needs to be sent and managed we would only want to be notified when an appropriate person has been scheduled to resolve the situation, or if anything occurs that would mean that the appointment would not be carried out on the planned date. As noted in the answers to previous questions we would expect this to be within the next available period after the original SLA period. |
| EON Energy | We could consider using D0001 & D0002 flows.  We believe there should be some financial penalty for DNOs not meeting SLA’s. Suppliers will be penalised for miss-reporting job (i.e. charged) we believe there should a similar reciprocal incentive for DNOs to report jobs and meet their SLA? |
| ENWL | Unsure for discussion. |
| GTC | We would question whether a data flow would need to be used at all and that e-mail may be sufficient in such circumstances. However if centralised reporting is to be developed then it would be necessary to utilise a data flow to ensure that this activity is recorded. In this case an update to the D0126 data flow may be required or another data flow may need creating. |
| Northern Powergrid | We should wherever possible utilise the existing data flow process. Consideration should be given to adapting data flow D0135 as appropriate. |
| Npower | 30.5.5 (second instance) and 30.5.6 (first instance) – Agree Company should notify User and the Meter Operator Agent of it’s inability to meet the service levels for Cat A and Cat B respectively. The notification should be made within the service level window – i.e. inform within 3 hours the User and Meter Operator Agent that the Company is unable to attend and resolve a Cat A case, and 10 days in respect of scheduling appointments and 40 days to resolve a Cat B case.  In order to meet this notification proposal the D0126 flow requires amendments to the ‘completion flag’ component. This could also include if necessary another group to indicate a 'failure reason code' to help explain the SLA failure.  For the time being we could utilise the D (Disputed) completion flag with additional free text to explain the Cat B is not really disputed, but delayed or unable to be worked by the Company within the defined service level period.  The D0126 flow is the most relevant method, but may require change in it’s structure or some form of work around (free form text). |
| ScottishPower Energy Retail Ltd | Not sure an existing flow could be amended to provide this. Is a new flow easier? |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We do not agree a dataflow should be used unless developed and agreed through the MRA governance. |
| SP Distribution  SP Manweb | n/a |
| SSE Energy Supply | We have no comment on this question. |
| UKPN | See response to Q7. Placing such an obligation on DNOs is an unnecessary administrative burden. |
| Western Power Distribution | In WPD’s opinion there should be no requirement to notify Suppliers and Meter Operators that an SLA cannot be met (see response to Q7 above).  A D0126 data flow is not suitable for sending this time and date information in its current form. It could be modified or a new data flow could be created specifically for this purpose (the latter would be more preferable). Irrespective of which option is chosen, it will entail system changes for both DNOs, Suppliers and MOPs, which would take time to implement. It would also be necessary for other organisations (MRA, MOCOPA etc) to consult and agree to these changes before they could be implemented.  WPD has only recently completed the necessary system changes to implement revised D0135 and D0126 data flows (came into effect on the 10th December). There is no appetite for repeating this exercise for a second time. |
| **Question Nine** | **9. Do you agree that the Distributor report should be produced within 15 Working Days of the end of each calendar month? Please provide supporting comments.** |
| British Gas | Yes this seems reasonable |
| EDF Energy | We believe that producing the reports with 15 working days is reasonable.  We do however have some concerns about reporting by Distributors, and specifically the need to ensure that all Distributors report their performance on a consistent basis to allow for useful comparisons to be made. In the past a lack of clarity or precision around the definition of industry reporting requirements, for example Elexon PARMS reporting, has led to different interpretations of the requirements and a lot of subsequent re-work to try and get consistency. We believe that the current wording of the reporting requirements in the straw man are not robust enough and are open to interpretation.  A specific area that would need to be clear is how individual situations are identified as being within a calendar month, would this be based on the date the situation was identified, or the date on which is reported to the Distributor? In either case, given that the SLA for category B situations is 40 working days, then the date of the situation being reported and the situation being rectified could be in different calendar months and therefore different reporting periods.  Our recommendation would be that reporting for a calendar month would be based on the target SLA resolution date (i.e. the end of the 40 day window) being within that calendar month, this would then more easily allow for reporting as to whether the SLAs had been met as the SLA timescales will always have elapsed and will either have been met, or not met. |
| EON Energy | Yes |
| ENWL | Yes |
| GTC | We cannot see any issues with this timescale and therefore support it. |
| Northern Powergrid | Yes, 15 working days seems to be reasonable. |
| Npower | Yes, we agree. |
| ScottishPower Energy Retail Ltd | Yes |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | As per our original response we agree that 15 Working Days is reasonable. |
| SP Distribution  SP Manweb | Yes, 15 working days following the calendar month is acceptable. |
| SSE Energy Supply | This seems acceptable |
| UKPN | Yes this should be achievable. |
| Western Power Distribution | WPD does not agree with the proposal.  This proposal is overly and unnecessarily stringent. Suppliers are to report on a quarterly basis, and by comparison, the reporting requirement for Distributors is disproportionate.  It is unclear as to what benefit is gained by this proposal compared to a more moderate one. WPD suspects there is none.  WPD believes that Distributor reporting should be on a monthly basis, one quarter in arrears. In other words January’s report should be submitted by the last working day of April, February’s by the last working day of May, and so on.  The rationale for the reporting three months in arrears is to support the suggestion proposed in the response to Q3. In other words, Distributors would report the number of Category A and B situations reported to it in the month. If the total exceeds the agreed excess limit the SLA obligation would be released. Distributors would also report the number of these situations which were visited and rectified within the service level. Obviously it would not be known if a Category B situation which was reported on the last day of the month had failed the service level until 40 working days later, hence the need for the reports to be three months in arrears. |
| **Question 10** | **10. Do you agree that Suppliers should report on their smart metering roll out plans by the last Working Day of December, March, June and September in each year up to and including 2019? Please provide supporting comments.** |
| British Gas | Yes this seems reasonable. |
| EDF Energy | We believe that this is reasonable; however we note that any reporting requirements on Suppliers in regards to their rollout targets and plans should be defined very clearly so as to mitigate the risk of any difference in interpretation of the reporting requirement.  Also, any reporting must be on the same basis as existing or planned requirements from Ofgem and DECC around Supplier smart metering rollout forecasts. This is necessary to minimise the additional cost to Suppliers of meeting these reporting requirements, and to ensure that all forecasts present a consistent view of the smart metering rollout.  We also note that the reporting will also only identify the volumes of planned smart metering installs, we therefore assume that „business as usual‟ volumes additional to this, for example for AMR or legacy metering, are already being accounted by Distributors and it is only the additional workload created by the smart metering rollout that creates an issue. |
| EON Energy | Reports should be aligned with Ofgem and DECC reporting requirements. It will be onerous to keep re forecasting. Providing different plans to different organisations at different times is un manageable, and will lead to inaccuracies and a need to explain differences. |
| ENWL | Yes – though I am concerned that this could be seen as an opportunity to rebase the forecasts and leave us with stranded resource – there is a significant lead-in time to mobilise the resources we need for the projected work volumes.  The lead-in time for mobilising resources could be up to 12-months so we need an initial assessment at least 12-months in advance, which could then be tweaked on a quarterly basis. The suppliers need to consider a steady roll-out plan with peaks smoothed. |
| GTC | As IDNO’s are not currently part of the forecasting data this has no impact on us. |
| Northern Powergrid | Yes, we think this is a reasonable frequency of reporting and will ensure that the volumes are being refreshed on a regular basis. |
| Npower | No. Suppliers already report Smart install forecast by DNO region to DECC, and this is made available to Network Operators (aggregated). This report and its timetable as agreed with DECC, should be the source for use within this SLA.  Our assumption is that this Service Level proposal is expected to endure beyond the main deployment of Smart meters. How does the working group envisage the forecasts will operate beyond 2019? |
| ScottishPower Energy Retail Ltd | We do not support providing this information. If data is to be provided, this should be aligned to the level of detail we are required to provide DECC (this principle was discussed at the CERG OI and seems reasonable). We should not agree to anything that requires another suite of reports or a different cut of ones we are already committed to |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We agree but additional reports should be required from Suppliers to assist DNOs:  - Monthly rolling reports confirming volumes being as forecasted (to within +/- 10% of forecasts) or highlighting changes greater than + or – 10% of forecasts  - Annual reports of both forecasts and actual results  These additional Supplier reports would assist the Distributor in economic and efficient resource planning and deployment. |
| SP Distribution  SP Manweb | SPEN agree that Suppliers should report on their smart metering roll out plans by the last Working Day of December, March, June and September in each year up to and including 2019 and the frequency will allow for better resource planning. |
| SSE Energy Supply | This seems acceptable |
| UKPN | Yes this should be achievable. |
| Western Power Distribution | WPD agrees with the proposal. The reporting requirements are reasonable. |
| **Question 11** | 11. **Do you agree that the Supplier reports should not be published on the DCUSA website but rather emailed directly to distributors by the DCUSA Secretariat? Please provide supporting comments.** |
| British Gas | Yes the supplier forecasts are commercially sensitive and should only be sent direct to distributors and not published on the DCUSA website |
| EDF Energy | We agree that this is should be the case, this information should not be able to be accessed by anyone other than the Distributors to whom it applies as no other party has any right to, or legitimate use of, this information. |
| EON Energy | Supplier reports should be kept confidential. |
| ENWL | E mailed directly to distributors. |
| GTC | As IDNO’s are not currently part of the forecasting data this has no impact on us. |
| Northern Powergrid | Yes, we would prefer that any reporting should be done on a bilateral basis and support Supplier reports being e-mailed directly to distributors. |
| Npower | Yes, we agree. |
| ScottishPower Energy Retail Ltd | Information cannot be published on the DCUSA website. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | This question is best answered by Suppliers as they own the reports. However, we would prefer to have nominated e mail recipients if e mail is the preferred option rather than have information routed through individual DCUSA contract managers. |
| SP Distribution  SP Manweb | SPEN feel that the Supplier reports should be published on the DCUSA website. Individually the files may be too large to send and the internal distribution list will be large. It would be better if the files were published in a central DCUSA private location with all users agreeing to a confidentiality agreement regarding the misuse of data. |
| SSE Energy Supply | This seems acceptable |
| UKPN | We have no preference so long as we receive this information from all suppliers in an efficient way. |
| Western Power Distribution | WPD does not agree with the proposal.  Distributor reports are to be published on the DCUSA website and Supplier reports should be treated in a comparable manner.  There should be a central repository containing all the reports which are accessible by all interested parties, for the following reasons:   * There are multiple suppliers each providing separate reports for numerous distribution licence areas several times per year. That is a lot of information to be disseminated by the Secretariat and collated by the Distributors. This administrative burden can be avoided if the website is used * Emails sometimes go astray * The roll out is over a long time frame and hence there are likely to be people changes along the way * The central repository would give Distributors and Suppliers visibility of the national picture, not just a narrow local one * Readers can be confident that they are looking at the definitive report |
| **Question 12** | **12. Should the report be published on the private section (where it will only be visible to registered users) or the public section of the DCUSA website? Please provide supporting comments.** |
| British Gas | I think in the first instance this should only be published on the private section. I would support a formal bedding in period where both suppliers and DNOs can work together to achieve a smooth implementation of the new SLAs. Perhaps with some regular monthly meetings to review performance agree how any performance issues by any party can be handled. |
| EDF Energy | This question does not appear in the body of the consultation and so it is not clear which report this applies to. As detailed in our answers to other questions in this consultation we believe that Supplier reporting should not be published on the DCUSA web-site at all and should be sent directly to Distributors, any reporting on Distributor performance against the SLAs should be published on the private section of the web-site. |
| EON Energy | Supplier reports should be confidential. |
| ENWL | Private section. |
| GTC | Unless the information within is deemed to be sensitive or private in any way then there is no reason why this could not be published on the public section of the DCUSA website in the spirit of transparency subject to normal data protection rules. |
| Northern Powergrid | Northern Powergrid would prefer that any reporting from or to suppliers should be done on a bilateral basis. |
| Npower | No. Confidential information such as this should not be shared or managed by 3rd party arrangements |
| ScottishPower Energy Retail Ltd | Unclear which “report” is being referenced here. The supplier report cannot be published anywhere on the DCUSA website. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We do not believe it is appropriate or beneficial for the report to be on the DCUSA website. |
| SP Distribution  SP Manweb | SPEN believe the report should be published on the private section of the DCUSA website. Publically available information may only lead to criticism by parties that are not aware of the complexity of the processes involved. |
| SSE Energy Supply | This seems acceptable |
| UKPN | We have no preference so long as we receive this information from all suppliers in an efficient way. |
| Western Power Distribution | There should be the intent to be as open and transparent with the information as is possible. Consequently, the report should be published in the public section of the website unless there are legitimate concerns that this could be exploited in some pernicious way, in which case the private section should be used. |
| **Question 13** | 13. **Do you agree with the proposal that Distributors should be entitled to levy charges where a certain percentage or above of situation are reported by the Supplier, or its Meter Operator Agent, within the company’s service area as a higher Category than is the case? Please provide supporting comments.** |
| British Gas | As we understand it DNOs will be funded to support smart meter roll-out but not for additional work such as additional out of hours work or unnecessary call outs. It is right that suppliers that cause unnecessary costs to the DNO should be charged these costs. However currently we do not believe we have the necessary guidance from DNOs to ensure appropriate training can be given to operatives to ensure situations are correctly reported. Any charging of additional costs by DNOs should not commence until a suitable bedding in period has elapsed and any training issues have been rectified. Another consideration is that we do not want to encourage a culture where meter operatives are deterred from reporting potential safety issues for fear of financial penalty. |
| EDF Energy | We recognise that Distributors will incur additional costs where situations are misreported by the Meter Operator Agent and so it would be reasonable for Distributors to levy charges to recover these costs. However these costs must be reflective of any actual additional cost incurred by the Distributor, and should not be punitive. We also believe that there should be an initial period following the start of the mass rollout of smart meters where the levies are not applied as the initial period will be one of learning for all parties, and there should not be anything that should disincentivise meter installers from reporting situations that they believe are a health and safety issue for fear of financial penalties being incurred.  In regards to charging we would note that there should potentially be a charge that Suppliers should be able to levy against Distributors where they have failed to meet their obligations. In the situation where the Distributor has notified the Supplier that a situation has been resolved and a subsequent meter installation visit shows this not to the case and the installation has to be aborted again, the Supplier should be able to recover the costs of this site visit as the Distributor has not completed their work satisfactorily and the notification of the same is incorrect. |
| EON Energy | Need guidance to inform suppliers, agents and DNOs what should be reported as what category that is agreed by all users before any charging applies. We would also like to see a trial period once this guidance is adopted to allow all users to understand it before any charges apply. We believe charges should be in both directions where Distributors are re-classifying category’s either higher or lower than they should be. |
| ENWL | Yes – because this will incur abortive costs, especially if we are responding the too many cat A’s this will increase the level of resources we need to make available at any time during normal working hours and may affect standby call out charges which start from 1630.  Agreed – the % should be very small. |
| GTC | Yes, we have evidence to suggest that this occurs fairly frequently at the moment and we believe that levying charges will act as an incentive to suppliers & their agents to improve their service. |
| Northern Powergrid | Yes. We envisage certain scenarios where it is reasonable for a DNO to charge where defect reports are of a higher category than is actually the case. We have provided specific examples in our response to Q15. We note that the working group will need to agree which visits are chargeable once the threshold/trigger percentage has been reached or exceeded. |
| Npower | No. DCUSA does not contain any current charging arrangements. Any concerns relating to persistent mis-categorisation should be reported and progressed through an appropriate existing forum such as MOCOPA. |
| ScottishPower Energy Retail Ltd | No – if there are training issues with the way the revised flow has been implemented these should be highlighted straight away and dealt with now. We would expect this to be a much reduced figure once the revised flow has been in use for some time. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We believe that Distributors should have the right to charge in any situation where costs are incurred due to inaccurate information provision from other parties. |
| SP Distribution  SP Manweb | Although SPEN agree with the proposal that Distributors should be entitled to levy charges where a certain percentage or above of situation are reported by the Supplier, or its Meter Operator Agent, within the company’s service area as a higher Category than is the case, the reality of the situation is that it may turn into a time consuming exercise. It may be better if persistent non-compliance is dealt with at industry level via the appropriate governance mechanisms. This will be a learning curve for all involved and it may be better to look at this following implementation of the process once all parties are up to speed. |
| SSE Energy Supply | This seems acceptable |
| UKPN | No. Distributors should be entitled to levy charges for each situation reported by the Supplier, or its Meter Operator Agent, within the company’s service area as a higher Category than is the case |
| Western Power Distribution | The criteria should be modified to include circumstances where no defect is present, as well as those reported at an elevated category.  As Distributors are effectively compelled to attend site when a Category A or B defect is reported, it is reasonable that there should be some safeguards against potential abuse by Suppliers and/or Meter Operators.  However, if there are to be sanctions levied against Suppliers and/or Meter Operators, it is also reasonable that there should be some safeguards against potential abuse by Distributors.  WPD supports the proposal (subject to the modification proposed in the first paragraph) because the charges are to be Transactional Charges, which Suppliers / Meter Operators have the right to dispute under DCUSA Schedule 4. |
| **Question 14** | **14. Should this percentage be set at 15%? Please provide supporting comments.** |
| British Gas | We would agree that 15% would appear to be reasonable |
| EDF Energy | The 15% specified within the straw man seems to be reasonable; however we would like to understand if there is any specific logic that has been used in determining this figure. |
| EON Energy | Before we can agree to a percentage we need to understand what the rollout volumes are likely to be. The working group should do some analysis on the volumes already published combined with the skill sets of the Distributors. Where DNO investment in skilled staff is low compared to their number of supply points this percentage should be higher to encourage proper investment in skilled staff. |
| ENWL | Should be lower – what is the excuse for poor accuracy in reporting defects  1 - 2% would seem reasonable. 15% seems far too high, allowing 1 in 7 to be reported in error. |
| GTC | We do not feel this percentage is unreasonable however if it is based on the distribution service area then this could cause issues since an IDNO’s DSA is different to a DNOs DSA. Therefore the volumes and percentages involved in this could be skewed with some distributors being able to levy charges more often than others even though the effect may be the same. |
| Northern Powergrid | Yes, we believe that this threshold is reasonable, however it may need to be reviewed when the rollout has commenced and the practical implications are realised. |
| Npower | No. Please see our response to Q13. |
| ScottishPower Energy Retail Ltd | No – see comments above. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | There should not be a percentage set. A Distributor should be able to charge in all instances where appropriate to do so. |
| SP Distribution  SP Manweb | As per previous responses, we would like to see some analysis around the 15% figure. |
| SSE Energy Supply | This seems acceptable |
| UKPN | See response to Q13. All such jobs should be chargeable. |
| Western Power Distribution | WPD does not agree with the proposal. Any unwarranted report would result in an inefficient use of resources and needless expense for which there should be recompense. The percentage should be set to 0%. |
| **Question 15** | **15. Are there any other scenarios which should also incur charges (for example, aborted visits)? Please provide supporting comments.** |
| British Gas | Currently there are no penalties proposed against DNOs for failing to meet SLAs. However if a DNO makes an appointment with a customer but then fails to turn up then the supplier may also incur costs if they have arranged for an appointment to fit the meter shortly after the DNO appointment. We would propose that not only the customer but also the supplier should be compensated by the DNO for breaking an appointment. |
| EDF Energy | We do not believe that other circumstances, and specifically aborted visits, should incur charges. As Suppliers already do on a day to day basis, Distributors will need to make sure they are managing the relationship with the end customer/connectee is an effective way that ensures that the number of aborted calls is minimised, for example through the use of appointment reminders. Where the Distributor is doing this effectively the number of aborted calls should be very low, and would not need to incur a charge. |
| EON Energy | This may be appropriate. It will depend on why aborted visits are aborted (in this example). Is it due to DNO not sending the correctly skilled staff, as frequently happens now, not bringing the correct equipment or simply running out of time, We may wish to charge in these scenarios if our MOP has attended at the same time to fit the meter. |
| ENWL | If no work needs doing then the whole cost should be chargeable. |
| GTC | None that we can think of that would be reasonable |
| Northern Powergrid | We envisage 3 scenarios where a DNO may wish to charge a supplier in relation to abortive visits:  1. The DNO sends a rapid response operative to a Category A (safety) job and it turns out it is actually a category B or C job that needs a jointing team (this is a wasted rapid response visit).  2. The DNO sends a jointing team to a Category B (repair) on an agreed appointment and it turns out to be a Category C (this is a wasted visit because the Jointing team could have been attending a higher priority fault repair elsewhere).  3. The DNO sends a rapid response operative or a jointing team to a Category A, B or C job and there is nothing wrong with our assets (this is a wasted visit, potentially due to insufficient training of the meter operative). |
| Npower | No. Please see our response to Q13. |
| ScottishPower Energy Retail Ltd | Yes – DNO to supplier charges if they cannot complete the job. Or DNO to customer, similar to Guaranteed Standards payments as the DNO has delayed the customer’s change of meter due to problems with their network. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | See Q 13 response. |
| SP Distribution  SP Manweb | SPEN believe that aborted visits / refused access should incur charges as there will have been considerable time and money spent in the Engineer attending the premise. Although the issue will be who will pay the charge as the appointment will have been raised by the DNO and not the supplier. Additionally, DNO’s do not necessarily have the functionality to be able to charge customers as there are no customer billing accounts set up. |
| SSE Energy Supply | Aborted costs incurred by the supplier who has attended after receiving confirmation that the intervention has occurred and finds that there is still an issue on site should be included. |
| UKPN | Abortive visits by the DNO, where the customer has agreed an appointment but not kept it or where there is no fault, should be chargeable to the supplier. |
| Western Power Distribution | WPD believes the following scenarios should also incur charges:   1. Reports where no defect is present (as per response to Q13) 2. Where a Distributor is called out to a fault at a premise within a defined period of time following the installation of a smart meter and the fault is within the meter or as a consequence of the meter installation |
| **Question 16** | **16. The majority of respondents to the previous DCP 153 consultation agreed that it is reasonable that category B visits should be scheduled within 10 days of receipt of the D0135 flow. Do you still feel that this is reasonable? Please provide supporting comments.** |
| British Gas | Yes we still agree that 10 days is reasonable |
| EDF Energy | We agree that these timescales are reasonable, however we believe that the definition of scheduled needs to be clear. This must mean that an appointment has been agreed with the end customer/connectee, this can not take the form of „deemed„ appointment whereby the Distributor has notified the customer that they will be attending at a specific time and telling the customer that they need to be there at that time. That is not an acceptable customer experience and would have a detrimental impact on the public perception of the smart metering rollout. |
| EON Energy | Yes, this is good customer experience to know somebody will contact them to schedule the works that are preventing them gaining the benefit of having their smart meter being installed. |
| ENWL | Clarity sought, this does mean that the customer has been contacted within the 10 days say with an appointment programmed after that.  10 days may be too tight suggesting 10 WD. |
| GTC | Yes |
| Northern Powergrid | Yes, Northern Powergrid’s view remains the same as their first consultation response. |
| Npower | Yes, we feel this is adequate time in accordance with industry practice. |
| ScottishPower Energy Retail Ltd | Yes this is reasonable. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | Yes we agree this is reasonable subject to the caveats as listed in the consultation where it would be deemed the Distributor has met the requirement. |
| SP Distribution  SP Manweb | SPEN believe that it is reasonable that within 10 days of receipt of a D0135 that either a visit or a site survey should have been scheduled. This may not take place within 10 days, but the initial attempts to contact the customer and book the above should have taken place. |
| SSE Energy Supply | This seems acceptable |
| UKPN | Yes this is acceptable. |
| Western Power Distribution | WPD did not and does not believe that this proposal is reasonable.  The meter exchange can only be carried out once the defect has been resolved and consequently the service level should focus on this end only.  The Distributor would not know how complicated / time consuming the defect is to resolve until it has examined the defective equipment. For this reason most would want to arrange appointments and visit the Customer well within the permissible turnaround time as a matter of course.  There is an inconsistency with the overall approach. If time is of the essence, why is it reasonable for Suppliers / MOPs to wait 10 working days before notifying the distributor of the defect? |
| **Question 17** | **17. It is proposed that where a Distributor has made reasonable endeavours to agree an appointment with a connectee for a Category B Situation and has been unable to secure one then the Distributor will have been deemed to have met the service level. Do you agree that a call to the connectee during working hours on a working day and a call outside working hours and a letter should be considered reasonable endeavours? (Note, Working Hours would be as defined in the definitions section of the Straw man document, i.e. the period between 7.00 am and 7.00 pm on each Working Day and 9.00 am and 5.00 pm on any other day). Please provide supporting comments.** |
| British Gas | Yes we agree that the above process would demonstrate that the DNO has made reasonable endeavours. We would expect the DNO to keep some record of the attempts made to contact the customer should the customer complain to the supplier that no attempts had been made. We would be interested to know what success rates Distributors currently achieve when making appointments to rectify category B situations. |
| EDF Energy | We believe that any definition of the reasonable endeavours that the Distributor should be required to undertake should be in line with similar requirements that exist for Suppliers in regards to contacting the customer in order to arrange for the smart metering install under the Supply licence. There is no mandated requirement but our understanding is that something like the following is likely to be adopted as a standard approach by Suppliers:  1. Outbound Telephone call 1  2. Outbound Telephone call 2  3. Written Letter 1  4. Outbound Telephone call 3  5. Home Visit (leaving a contact card if no access)  6. Final Letter  There would also need to be defined times set between these steps to give the maximum chance of being able to contact the customer.  We believe that such steps are reasonable for Distributors to undertake, especially given the nature and impact of the failure to resolve the situation that has been identified. |
| EON Energy | Yes it would be Helpful to have this defined if this is to be monitored accurately. We may also want to consider customers may wish to be contacted by text or email. |
| ENWL | Yes – though for this to work we will need customers full contact details, name, address phone number etc.  Some companies take an alternative number which often helps’ the process |
| GTC | Yes |
| Northern Powergrid | Yes, we believe the reasonable endeavours described above to be fair. |
| Npower | Yes, we feel this is adequate time in accordance with industry practice. |
| ScottishPower Energy Retail Ltd | Yes – but it has to be clarified what is meant by “met the service level”. Does this mean the job is closed down and as such requires another D0135 or is the job still open and attempts being made to complete it? |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | Yes this is a reasonable proposal provided that the contact details are provided by the Suppliers or their agents in the D0135 flow. |
| SP Distribution  SP Manweb | We agree that reasonable endeavours will be made to contact the customer to agree an appointment with the customer. Working hours contact is possible, although contacting customers outside of working hours will require a change in FTE as we currently do not have clerical staff that work outside working hours. We believe reasonable endeavours would be a call in working hours and a letter sent to the premise. |
| SSE Energy Supply | This seems acceptable |
| UKPN | These are acceptable. Whatever is agreed by the Working Group should be documented in 1.7 of Schedule 23. |
| Western Power Distribution | WPD does not agree with the definition of Working Hours (see response to Q1 above).  WPD does agree that a call to the Connectee during working hours on a working day and a call outside working hours and a letter should be considered reasonable endeavours.  It is likely that Meter Operators will not remain on site for some Category A situations, which means that Distributors will have to contact the Connectee in order to gain access to the premises. It is possible that the DNO will not be able to agree an appointment with the Connectee (for example, because they only agreed to take 2 hours off work and that goodwill was exhausted for the Supplier / MOP visit) and consequently the “reasonable endeavours” ought to apply to both Category A and B situations. |
| **Question 18** | **18. Do you have any further comments on the Network SLAs as defined in the straw man document? Please provide supporting comments.** |
| British Gas | n/a |
| EDF Energy | We believe that the DCUSA should additionally state that “The SFIC will provide an incident reference number for every category A issue to the operative making the call, at the time of that call.” We are having difficulty getting this on a consistent basis currently, and it is causing the MOP issues as it requires follow-up in order to be able to keep track of faults raised. |
| EON Energy | No. |
| ENWL | No |
| GTC | No |
| Northern Powergrid | Overall, the Straw Man document provides an effective summary of the key points of the SLA. The number of report parameters and categories seems excessive. If possible, the Working Group should consider simplification of the report categories etc., as this would help end users to comply with their reporting requirements. |
| Npower | No further comments. |
| ScottishPower Energy Retail Ltd | Category A – will a DNO make the site safe outwith working hours? The SLA is unclear. Appreciate the fault may have to be fixed within working hours. Current wording could lead to the assumption that a DNO is accepting responsibility if something goes wrong once the fault is reported? |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | None at this time. |
| SP Distribution  SP Manweb | No further comments. |
| SSE Energy Supply | No |
| UKPN | No |
| Western Power Distribution | 1. We seem to have ended up in the slightly ludicrous position where the only obligations on the Distributor are to make appointments with the Connectee. There is no obligation to actually resolve anything within a particular timescale. 2. We seem to have ended up in the position where the SLA for each Situation is made up of a number of separate parts (e.g. Category B Situation has three parts a, b & c) and yet performance is being reported / judged for each individual element rather than for the SLA overall. The meter exchange can only be carried out once the defect has been resolved and consequently the reporting / judging of performance should focus on this end only, rather than on some of the other (trivial) constituent parts. 3. Category A SLAs should apply to Category A Situations only. Likewise Category B SLAs should apply to Category B Situations only. It is not acceptable for a Category B SLA to suddenly be applied to a Category A Situation midway through the process. The last sentence in Part 1: Clause 1.1 should be deleted.   Whilst WPD would prefer not to cater for the scenario where a Category A Situation was not dealt with during the initial visit, if the consensus view is that it ought to be then the Category A SLA should be split into two parts, a) and b) respectively. The former should deal with the requirements for the initial visit. The latter should state something to the effect “The situation should ideally be remedied during the initial visit. If this is not possible then it should be remedied within 40 Working Days”.   1. The requirements for Category A Situation presume access will be automatically granted by the Connectee. This may not necessarily be the case, especially where the meter operator has left site. (See response to Q17) 2. The SLA does not state what should happen in the case of a Category B situation where Connectee contact details have not been provided in the data flow.  * This information is a non-compulsory field in the data flow * Should the defect be disputed? * Should the company be deemed to have met the service level?  1. In WPD’s opinion there should be no requirement to notify Suppliers and Meter Operators of the appointment date / alternative appointment date / non-agreed appointment by dataflow.   A D0126 data flow is not suitable for sending this time and date information in its current form (This information is outside the scope of the current data flow, which only permits notification of resolution or dispute). It could be modified or a new data flow could be created specifically for this purpose (the latter would be more preferable).  Irrespective of which option is chosen, it will entail system changes for both DNOs, Suppliers and MOPs, which would take time to implement. It would also be necessary for other organisations (MRA, MOCOPA etc) to consult and agree to these changes before they could be implemented.  WPD has only recently completed the necessary system changes to implement revised D0135 and D0126 data flows (came into effect on the 10th December). There is no appetite for repeating this exercise for a second time. |
| **Question 19** | **19. The Working Group proposes to liaise with the MRA to determine how the arrangements can be amended to allow the valid set of Asset Condition Codes to be documented within the DCUSA rather than the MRA Do you agree with this approach? Please provide supporting comments.** |
| British Gas | We agree with the proposal to liaise with the MRA to determine how arrangements can be amended to allow the valid set of Asset Condition Codes to be documented in the DCUSA rather than the MRA. However we note that governance for this area of activity already sits across several codes including DCUSA, MRA and MOCOPA and would not have an issue if the valid set of Asset Condition Codes remained in the MRA. Distributors are party to the MRA and will be aware if changes are proposed to the valid set which impact on the DCUSA SLAs. |
| EDF Energy | We agree with this approach, ultimately we need to find the solution that ensures that the valid set is owned by the party that has the most expertise in this area, and which allows for changes to that valid set to be made in an effective timely manner with the engagement of the right constituency of interested and affected parties. |
| EON Energy | We don’t believe this is necessary. All parties are signatories to both DCUSA and the MRA and the change process under the MRA and DCUSA are robust enough to ensure that any amendments to these codes in the future would not be made without the DCUSA being aware. The MRA send a representative to all DCUSA Panel meetings, who reports on all changes that may have an interest to DCUSA. There is also a similar arrangement for DCUSA to report back to MDB. |
| ENWL | Yes |
| GTC | We would question whether this necessary? A DCUSA representative is usually in attendance at various MRA meetings and it would be widely accepted that this would affect DCUSA should a CP be raised. |
| Northern Powergrid | Northern Powergrid has no strong opinion on this, but the management of a valid set of Asset Condition Codes in one place would be preferable, as this will aid clarity and consistency |
| Npower | The MRA DTC holds the valid set of asset condition codes and is under a formal and well supported change control mechanism.  For the purpose of this consultation we recommend the asset condition codes remain within the MRA, and appropriately cross-referenced in the Service Level. |
| ScottishPower Energy Retail Ltd | Can understand the reasoning for this but have to be very clear within MRA that this has been done to avoid any issues / misunderstandings for new market entrants. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We believe it is totally inappropriate and unnecessary to have the Asset Condition Codes anywhere other than the MRA. This would set a new precedent and as stated before DCUSA is not an all-embracing process document. This would increase the burden of change as any amendment to Asset Codes would need to go through both the DCUSA change process and the MRA change process as the code is a defined ‘J’ item in the data transfer catalogue. |
| SP Distribution  SP Manweb | n/a |
| SSE Energy Supply | Yes, to prevent SLA performance being affected from changes in a set of codes outwith DCUSA control |
| UKPN | Yes. The service levels should not be in a different contract to the services.  It should be noted that the DTC does not list all valid sets for every data item. Some cross reference MDD. Others are descriptive. Some are open to any value but are limited by external factors e.g. system voltage, meter ID.  In this case the valid set could be “any within the constraints of the format” and DCUSA could then be used to define the codes. In this way the parties agree the values outside of the MRA but in doing so limit the range of valid values.  This is no different to other items whose values are agreed between parties outside of the MRA but which values are limited by the parties’ agreement, such as “contract reference”. Parties can validate flows against the valid set they know between them, even though that valid set is not given in the DTC, and can reject flows quoting invalid values. |
| Western Power Distribution | WPD does not agree with this approach.  The Asset Condition Codes were agreed by MOCOPA Panel and proposals to make changes to them should be agreed through MOCOPA. DCUSA should not be responsible for the codes.  WPD believes the concerns that changes to the codes via the MRA could occur without due consideration being given to the impact on DCUSA are unfounded. It would require every MRA Change Administrator and every MDB member to “forget” that other agreements could be impacted by such a change for a change to go through without somebody saying “what about the DCUSA impact?”. Also, DCUSA is entitled to attend MDB meetings where any changes are discussed which provides another opportunity for somebody to realise there is a DCUSA impact. In our experience the different code administrators also provide good protection in this area and are adept at identifying changes in one code that impact on another. |
| **Question 20** | 20. **Do you believe that Distributors should report at an industry level or Supplier level? Please provide supporting comments.** |
| British Gas | Our preference would be for reporting to be a supplier level. This will enable us to see the performance being achieved for our customers. |
| EDF Energy | We believe that Distributors should report at both an Industry and Supplier level; however we believe that Supplier level reporting should only be visible to the individual Suppliers. We would recommend a similar model as has been used in the past for Elexon peer comparison reporting where the individual Supplier IDs are anonymised on the report, and each Supplier is separately notified as to which of the IDs on the report is theirs. This allows Suppliers to understand their performance in regards to situations reported by their Agents relative to other Suppliers, without then identifying which Suppliers. |
| EON Energy | I believe it is sufficient to report at industry level. However individual failures to meet SLAs should be reported to those suppliers individually when they occur. |
| ENWL | Both – as supplier behaviour can skew performance, but overall industry performance is important benchmark.This will also allow us to identify if we are having issues with one particular supplier. |
| GTC | It depends on how reporting is developed, if it is developed centrally then there is no reason why this could not be both however we would recommend that only one choice should be chosen should the distributors be completing this work individually. We have no preference for on level of reporting. |
| Northern Powergrid | We believe that formal reporting should be at industry level, but DNOs may also opt provide supplier level reports on a bilateral basis to suppliers on request. |
| Npower | At both levels with appropriate controls on access |
| ScottishPower Energy Retail Ltd | Happy for it to be at an industry level. The DNO would have access to the supplier split and could contact them individually if there are any concerns. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We prefer to provide reports to each Supplier as the originator of the request for remedial works to be carried out. |
| SP Distribution  SP Manweb | SPEN believe that Distributors should report at both an industry and supplier level. This will allow for adequate benchmarking. The industry level report should filter down to the Supplier level. |
| SSE Energy Supply | Both, for overall performance and to ensure that consistent service is being delivered to all suppliers |
| UKPN | We believe that the service levels should apply across all suppliers rather than to each individual supplier (may need carefully wording in the legal text).  If we wish to report for our own purposes by supplier in order to discuss and improve performance by a given supplier then we can do so internally and discuss with them directly. Publishing the relative performance of suppliers on the DCUSA website adds no benefit to us.  If reporting is to be done by supplier then a total column should be added at the end and those rows which calculate a percentage should only be calculated for the total column. |
| Western Power Distribution | WPD assumes the question means should Distributors report overall totals or sub-totals for each Supplier.  WPD believes Distributors should report overall totals as the service level obligations are based on overall figures rather than on a per Supplier basis. It is unclear what (if any) benefit is gained from more detailed reporting. |
| **Question 21** | 21**. Reporting item (p) in the straw man document proposes that Distributors should report the number of times that they have gone out to a distribution fault at a Premises within a month of a smart meter being installed at the Premises and the fault is with the meter or the meter installation. Do you agree that the SLA reporting should include reporting on failures post smart metering installation? Please provide supporting comments.** |
| British Gas | We do not have any issues with putting in place reporting on this issue. We would expect to receive this type of feedback as part of the business as usual activity of the DNO in any case. |
| EDF Energy | We strongly believe that consideration of reporting of these situations within the reporting framework for these SLAs is not appropriate.  The quality of work undertaken by the Meter Operator when installing a smart meter has nothing whatsoever to do with the SLAs for Distributors to resolve issues that are preventing a smart meter install. Any such reporting, if it is felt that it is required, must be progressed as a separate change proposal as it is unrelated to the change being discussed here. |
| EON Energy | This could be useful to highlight deficiencies in the DNOs screening process for network faults if they are attending meter faults instead of network faults. |
| ENWL | Only if the failure has occurred as a result of the work carried out by the MOP – otherwise it is not relevant to the SLA.  Yes – in order that we can identify either faulty workmanship or product issues. Not sure that one month is enough time though – 12 months would seem reasonable. |
| GTC | Yes, we believe that suppliers will probably want to analyse this data in order to improve their smart delivery roll out. |
| Northern Powergrid | We recognise the potential issues with faults subsequent to smart metering installation; however we believe that this is actually outside the intent and scope of Change Proposal DCP153. DNOs could record data on installation quality, including any resulting safety concerns and share the information with suppliers bilaterally |
| Npower | Yes, we agree. |
| ScottishPower Energy Retail Ltd | No – not relevant to this change. A DNO would be charging for this visit anyway so a supplier will quickly be able to see any issues. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We support reporting post installation issues to individual Suppliers |
| SP Distribution  SP Manweb | SPEN believe that the SLA reporting should include reporting on failures post smart metering installation. This will allow for potential high level auditing of smart meters installed. |
| SSE Energy Supply | Yes |
| UKPN | It may be helpful to the industry to understand the quality of installations/equipment given the mass nature of the roll-out, if corrective action is needed to be taken to prevent further issues.  Note that reference in the Schedule, item P, should be to a “perceived distribution fault”. |
| Western Power Distribution | WPD agrees with the principle of reporting on failures post smart metering installation, but has reservations about the proposal as it currently stands, specifically with the “within a month” requirement.   * It is an overly narrow “warranty” period * A distributor would not know when this period commenced or ceased without having to do a lot of administrative work (e.g. searching through D0303 dataflows etc) |
| **Question 22** | **22. Do you have any further comments on the Distributor reporting requirements as defined in the straw man document?** |
| British Gas | n/a |
| EDF Energy | As detailed in our responses to previous questions we have a concern that situations that are not resolved within the SLAs are not tracked through. We believe that there should be additional reporting that reports on those incidents that are not resolved within the SLAs but are resolved within the following period, and those incidents that are not able to be resolved within this additional timescales as well. |
| EON Energy | No |
| ENWL | No |
| GTC | No |
| Northern Powergrid | Please see our answers to questions 11, 12 and 18. |
| Npower | We would see value in a report that shows performance where Network Operators are unable to arrange appointments with connectee situations, as a percentage of total Cat B jobs raised by the Supplier or its Agent. See our response to Q17 |
| ScottishPower Energy Retail Ltd | No |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We would prefer to see reporting between individual Distributors and individual Suppliers. |
| SP Distribution  SP Manweb | No further comments |
| SSE Energy Supply | No |
| UKPN | No |
| Western Power Distribution | 1. Part 3: Clause 3.1 refers to clause 30.5.7. Shouldn’t this be 30.5.A? 2. WPD would like the reporting requirements to be modified in line with the response to Q3 i.e. based on the total number of Category A & B situations reported in the month, the number of these that were visited and rectified within the service level both as a total and a percentage. 3. WPD does not agree with requirement to report Category B Situation Appointments. 4. WPD does not agree with the Incorrect Categorisation reporting requirements as they are excessive and do not include an option for “no defect is present”. WPD suggests that these are changed to the number of Category A & B situations reported in the month which were disputed. 5. We seem to have ended up in the position where the SLA for each Situation is made up of a number of separate parts (e.g. Category B Situation has three parts a, b & c) and yet performance is being reported / judged for each individual element rather than for the SLA overall. The meter exchange can only be carried out once the defect has been resolved and consequently the reporting / judging of performance should focus on this end only, rather than on some of the other (trivial) constituent parts. (See response to Q18 also). |
| **Question 23** | **23. Do you have any comments on the Supplier reporting requirements as defined in the straw man document?** |
| British Gas | n/a |
| EDF Energy | We have no additional comments on the Supplier reporting requirements. |
| EON Energy | No |
| ENWL | No |
| GTC | No |
| Northern Powergrid | No |
| Npower | We do not have any current plans to report to Postcode Outcode level. We report our Smart meter install forecasts regularly to DECC split by key deployment phase and DNO region. |
| ScottishPower Energy Retail Ltd | As above – do not believe it should be driven by smart metering. These are existing faults on the network that have to be fixed. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | Please see response to Q10. |
| SP Distribution  SP Manweb | It would be better if the Supplier reporting requirements could be more detailed. DNO’s require detailed information on post codes to allow them to focus proactively on potential FTE requirements depending on the housing stock targeted. The level of detail proposed will not offer the best opportunities for DNOs to work in connection with Suppliers. |
| SSE Energy Supply | No |
| UKPN | Write “months” in T4-6 and T7-12. |
| Western Power Distribution | 1. The reporting requirements for Suppliers are confusing and contradictory. Clause 30.5A.2 calls for quarterly reports, Part 4 Clause 4.1.A calls for annual forecasts updated annually, Part 4 Clause 4.1.B calls for bi-annual forecasts updated quarterly, and the table requires rolling totals.   WPD suggests Part 4 Clause 4.1 is worded along the following lines “The User shall produce a report in accordance with Clause 30.5A. The report shall provide the User’s latest best forecast of electricity smart meter installation by Distribution Licence Area and Postcode Post Town & Outcode.”   1. Part 4: Clause 1.3. Shouldn’t it be clause 4.2? 2. Part 4: Clause 1.3. There is a note above the table which states T = Current month + 3. There are then references in the table to T+1 month etc. It would be less confusing if T = current month and the references in the table were amended accordingly i.e. Column 2 changed to T+3 months, Column 3 changed to T+4 months, Column 4 changed to T+5 months, and so on.   Columns 7-12 infer rolling totals. WPD suggests that instead of using T+1 year, T +2 years etc, the calendar year is used instead i.e. 2014, 2015 etc.   1. The reporting requirements relate solely to the smart meter rollout and consequently will not endure beyond this project. WPD wonders if it appropriate to include a cessation date in the requirements. |
| **Question 24** | **24. Are there any percentage values or timescales in the straw man document that you do not support? If yes, please provide an alternative value and your reasoning.** |
| British Gas | n/a |
| EDF Energy | As noted in our answers to previous questions we believe that the percentage values and timescales detailed in the straw man document appear to be reasonable, we would be interested to understand how these figures have been arrived at, and whether this is to try and obtain consistency with other related standards or measures. |
| EON Energy | Only as previously noted. |
| ENWL | No |
| GTC | No |
| Northern Powergrid | No. |
| Npower | Under Q4, we would wish the forecast volume threshold to be set at 20% or more |
| ScottishPower Energy Retail Ltd | See previous comments. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | See responses to Q3 and Q4 - we do not support the proposed 15% hurdle and propose 10% as a more reasonable and balanced alternative.  See also responses to Q13 and Q14 – we do not support application of any percentage in this context. |
| SP Distribution  SP Manweb | As stated above, we require further clarification on the percentage figures discussed above. |
| SSE Energy Supply | n/a |
| UKPN | 15% before charging. See previous responses. |
| Western Power Distribution | WPD does not support the following:   1. The service level to be met on 90% of occasions. Alternative values and reasoning is included in the response to Q2 2. For the SLA obligation to be released for volumes in excess by 15%. Alternative values and reasoning is included in the response to Q4 3. For reports to be prepared and sent to the DCUSA Secretariat within 15 days of the end of each month. Alternative values and reasoning is included in the response to Q9 4. The levying of charges where the number of reports is above a set amount. Alternative values and reasoning is included in the response to Q14 5. For Category B visits to be scheduled within 10 days of receipt of the D0135 flow. Reasoning is included in the response to Q16 6. Notifying the User and the Meter Operator of the agreed appointment date / alternative appointment date / non-agreed appointment within 10 Working Days of agreeing it. Reasoning is included in the response to Q18 7. The “within one month” requirement for reporting on failures post smart metering installation. Reasoning is included in the response to Q21 |
| **Question 25** | **25. Do you believe that DCP 153 should introduce any reporting requirements in relation to Category C situations? Please provide supporting comments.** |
| British Gas | We do not believe there is any requirement to report on category C issues as these have not been included within the scope of the original change proposal |
| EDF Energy | As noted in our previous consultation response, while we recognise that category C situations do not need to have SLAs associated with them as they do not prevent a meter installation, we would be concerned that if left unresolved these situations could be needlessly re-reported should a subsequent site visit take place.  We would recommend that the Distributors should be required to report on the age profile of category C situations that they have been notified of, showing how many of the situations that have been reported to them are outstanding within specific time bands, for example, less than 6 months, between 6 months and year etc. As Distributors have asked for Suppliers and their Agents to provide information on these situations, we believe that there should be visibility of how effectively Distributors are reacting to the information they are provided. |
| EON Energy | The only reporting we see that may be useful would be the total number of Category C faults reported to a DNO. From this we could measure the added free benefit the DNOs are receiving from the roll out of smart meters in the way of an audit of their assets. This may be of use in the future when setting levels of income needed under the price control. |
| ENWL | No |
| GTC | No, this is not necessary. |
| Northern Powergrid | No. As the supplier’s rollout plans are unaffected by Category C situations we believe that reporting requirements for such jobs are unnecessary. |
| Npower | We believe a high level count of Cat C situations raised in each Distributor region would be useful information to provide context to set Cat A and Cat B situations and volumes against. As Cat A and B situations volumes decline over time, as they are addressed, we would expect Cat C volumes to rise proportionally, and these may contain repeated situation reports. |
| ScottishPower Energy Retail Ltd | Happy without them. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We do not believe that management information reports should be required, but this must not be misinterpreted as relieving obligations to report Cat C situations to Distributors. |
| SP Distribution  SP Manweb | SPEN do not believe that DCP 153 should introduce any reporting requirements in relation to Category C situations as this is for information purposes only. If required DNO’s can report via dataflows received although the benefit of this is questionable. |
| SSE Energy Supply | No, Cat C reports are a gift to the network operator who can choose to deal with them in their own timetable |
| UKPN | No. The rectification of these does not trigger works by the supplier or his agents. |
| Western Power Distribution | No.  Category C defects do not affect any party to the DCUSA other than the Distributor and consequently it is reasonable for the Distributor to self-determine how to best manage those assets, and over what timescales. |
| **Question 26** | **26. Do you believe that the Working Group should pursue a centralised reporting line of enquiry on performance against the SLAs or should reporting on performance against the SLAs be the responsibility of individual market participants?** |
| British Gas | We believe there may be some merit in pursuing centralised reporting on performance. We acknowledge that not all of the performance levels could be reported in this way but a centralised system may enable some higher level reporting to be put in place whilst DNOs develop their own reporting systems. |
| EDF Energy | We believe that the reporting should be the responsibility of individual market participants but as noted in the answers to previous questions, that the reporting requirements must be very clear and are not subject to interpretation.  While in theory centralised reporting would address this issue, only using the data supplied in dataflows across the DTN does not allow those flows to be viewed in context and legitimate circumstances (such as force majeure) accounted for. We believe that, unless these issues can be effectively addressed, that centralised reporting is likely to give an inaccurate picture of actual Distributor and Supplier performance, which could lead the reporting to not be used as it is not regarded as being accurate. |
| EON Energy | This should be the responsibility of individual parties. It is not possible for centralised reporting to capture the exceptions that prevent SLAs being met. Therefore it should fall on individual parties to complete reporting. |
| ENWL | No comment |
| GTC | Centralised reporting would be an efficient use of the systems we already have at our disposal however this would not work if category A situations are not backed up with a data flow as distributors would still then need to input into the report individually. We think that depending on the costs this would be the ideal solution but we would not be against individual reporting. |
| Northern Powergrid | Northern Powergrid believes that performance reporting should be the responsibility of individual market participants. |
| Npower | There is a need to enable the DCUSA Secretariat to invoke an escalation process, by certain deadlines, to request missing / late reporting from all parties. |
| ScottishPower Energy Retail Ltd | Should be each DNO as they must be providing these reports internally anyway. |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | We do not support a centralised reporting offering as this is the responsibility of each individual participant. We do not see centralising as being necessary and have difficulty understanding how all the elements that are involved in meeting the SLA could be reported centrally. |
| SP Distribution  SP Manweb | SPEN believe that the Working Group should pursue a centralised reporting line of enquiry on performance against the SLAs for consistency and accuracy. |
| SSE Energy Supply | Centralised |
| UKPN | This is a matter between parties and centralisation is not required. |
| Western Power Distribution | WPD believes that centralised reporting should be pursued. |
| **Question 27** | **27. Do you have any further comments?** |
| British Gas | n/a |
| EDF Energy | We have no further comments. |
| EON Energy | We are concerned with the current working practices employed by DNOs that are receiving D0126 flows. We are seeing DNOS that are not responding at all to any codes including twenty that are A’s. Other DNOs are rejecting flows incorrectly and are also referring to the draft ENA guidance document as having been accepted by industry. Without the swift implementation of these SLAs we are not convinced that DNOs will act upon any of these flows and thereby hold up the efficient roll out of Smart metering. We believe the SLAs should be implemented without further delay and reporting can follow at a later date. |
| ENWL | No |
| GTC | We believe that it may be helpful for distribution businesses to receive a corrective action report from suppliers and/or their agents.  We still feel that category A situations should be backed up with a data flow in addition to the telephone reporting we receive. |
| Northern Powergrid | No. |
| Npower | The working group have produced a very comprehensive proposal and we fully support the delivery of a Service Level Agreement framework through the DCUSA arrangements. |
| ScottishPower Energy Retail Ltd | None |
| Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc | None at this time. |
| SP Distribution  SP Manweb | No further comments. |
| SSE Energy Supply | No |
| UKPN | The Clause numbering needs reviewing in the strawman. |
| Western Power Distribution | 1. The wording of clause 30.5.2 is such that D0135 data flows are to be used for circumstances other than reporting category B or C situations, which is not appropriate. In other words it should be re-worded as follows “… and is either a Category B Situation or a Category C Situation”. 2. The wording of clause 30.5.2 would not preclude a Supplier / MOP from accumulating defects (for up to 10 days) and submitting them in a block. An approach like this should be discouraged / prohibited. 3. Clause 30.5 There are a number of paragraph numbering errors i.e. two clauses numbered 30.5.5 and 30.5.6 |