

Question 10: Are there any other comments you wish to make?	
British Gas	<p>The provision and maintenance of metering equipment is a supplier responsibility. In a competitive metering market Suppliers should be free to procure metering arrangements that meet their specific requirements. British Gas has invested in commercial metering service providers that provide services to meet the needs of its' customers.</p> <p>We are concerned that a number of the UMeTS proposals being put forward would not meet the needs of our customers particularly with regard to the prepayment metering technologies being offered. As a result of this we would only support a solution where we are able to determine the metering technology being offered to our customers.</p>
CE ELECTRIC UK	<p>DCUSA should not be used to impose obligations on distributors that are not currently contained in the distribution licence. We believe that any obligation to ensure that customers have access to UMeTS must sit with suppliers. Suppliers should be free to source these services from distributors or from commercial metering services providers operating in the metering services competitive market. Any provisions within DCUSA relating to UMeTS must promote the competitive market that already exists in metering services.</p>
Central Networks	<p>Thank you for providing an opportunity to comment upon the above Change Proposal, please note that this response covers both Central Networks licence areas – East and West.</p> <p>We whole-heartedly endorse the principle that, time of the day, day of the week or bank holiday, customers should not be left without electricity, the priority should be to restore supplies to all customers as quickly as possible, and this should apply to all customers equally, regardless of status. The proposal is for an "Urgent" metering service, a service that is urgent for all customers. The practicalities of providing such a service have however, we believe, in part been determined by the desire to facilitate competition in metering. Some Electricity Distribution Network Operators (DNOs) divested their metering interests and in doing so, the staff that were trained and skilled at fitting meters transferred, including the processes and systems necessary to support such an activity. Having considered all of the options carefully, our responses to the individual questions are set out below [please see the individual question sheets].</p> <p>Taking into account the eight scenarios, we have not distinguished between customer status, i.e. whether or not the customer is deemed "vulnerable", instead our attention is focussed on getting all customers back on supply as soon as possible. If a failure occurs within normal working hours, the existing contractual relationship between the customer's supplier and his appointed Meter Operator (Mop) defines the course of action to be taken. Out of hours failures are further complicated by suppliers withdrawing from the provision</p>

	<p>of 24/7 customer service telephone lines, and their reliance on the DNO's licence that requires the continued provision of a 24/7 safety and security of supplies telephone enquiry service (SLC6). Our experience is that very few faults with credit type meters cause loss of supply. Loss of supply resulting from a meter fault is predominantly caused by pre-payment type meters. If a prepayment meter fails we would anticipate that the supplier would not want a credit meter installed, but would expect a like for like installation to avoid potential customer debt. Given the small number of instances of meter failures, the unit cost per meter for re-equipping the business to undertake metering activities in these circumstances would be significant. We would expect such costs to ultimately be passed through to the supplier on a transactional basis.</p>
E.ON UK	No
EDF Energy Customers Plc	<p>We believe it is appropriate to have a uniform minimum standard UMetS service obligation defined and documented.</p> <p>It should not preclude Suppliers agreeing an alternative enhanced service with Distributors or making separate commercial arrangements with Meter Operators.</p>
EDF Energy Networks	<p>Points are made at 3.3 of the consultation document about competition in metering, the removal of license conditions pertaining to metering and about distributors no longer or never having metering businesses. If the scope of the UMetS work is restricted to faults that are identified as metering faults once on site, as in option D, the operative attending has gone to a perceived network problem and so is always a distribution operative, these issues are irrelevant and it seems to be a matter of training those operatives. However, it should be recognised that there will be costs associated with such training.</p> <p>The Working Group, at 29A.12 seems to have assumed that the supplier uses a single MOP. This is not always the case and so any customer call would need to identify both the supplier and the MOP in order to then refer to any notice given under that clause to determine which course of action is required.</p>
Electricity North West Limited	I think that DCP008B should contain the generic clauses covered in the other three proposals.
energywatch	<p>energywatch has always believed that the need for this DCP arose primarily because competition in metering services is inadequate and the goodwill of some industry players, generally DNO staff, has ensured that consumer detriment is reduced whilst consumers fail to be protected by either competition or regulation. Where competition fails to provide adequate protection for consumers then the regulator must act. It should not be left to regulated businesses, some of who will be disadvantaged by one or more of these proposals, to provide a stopgap solution. Without a statutory or other obligation to provide an UMeTS service it is reasonable for DNOs to structure their businesses to exclude the retention of metering assets or training of staff in metering issues.</p> <p>Equally, suppliers can justify the failure to provide an adequate service to deal with meter failures because of</p>

	<p>the lack of commercial advantage or increased detriment. Irrespective of these arguments it is consumers who suffer in the end.</p> <p>Whilst energywatch supports the actions and efforts of the panel and the Working Group, it is for the regulator to act to resolve this unacceptable situation. Failing to address this issue means that consumers will fall through the cracks regardless of the best endeavours of industry and energywatch regards the continued reluctance to deal with this problem as an abrogation of the regulator's primary statutory duty. At the very least, if Ofgem approves one of the proposals it must undertake to review success/progress within a year from the implementation date paying particular regard to the consumer experience.</p>
ESP Electricity Ltd	ESP does not feel that Ofgem have the right to enforce UMETs as an obligation under the terms of the DCUSA when the obligation is not covered by the distribution licence itself.
IPNL	Suppliers under the supplier hub principle are responsible for all metering aspects for their customers. All costs for the service that is set-up, operational and every visit should be borne by the supplier. It will also be necessary to recognise the difference between geographically discrete areas and nationally based network businesses, and the loss of associated economies of scale.
Npower Group	No
Scottish Power Energy Retail Limited	Reiterate the view that when the DNO is at the customer's premises they should replace the meter where appropriate regardless of the customer vulnerability. In addition, where reasonably possible ensure that the meter is replaced on a like for like basis.
SP Distribution / SP Manweb	It is our view that in circumstances where the DNO is unable to facilitate a like for like replacement, it should seek to maintain supplies by fitting the next best alternative (e.g. replace TOKEN with KEY), unless the Supplier has specifically requested that the DNO 'do nothing' other than inform it.
SSE Energy Supply Limited	Please refer to our previous answers (Questions 1 and five) with regard to the DCUSA not being the correct place for these obligations to be made.
SSEPD	We note that there will be consequent changes requirement to industry system such as DTN, MOCOPA, required to ensure UMeTS is administered efficiently.
The Electricity Network Company Ltd	<p>Paragraph 3.2. We recognise that emergency services are offered in the gas industry but these are provided by the relevant GDN and not by the iGT. We would consider arrangements where the ex PES DNO was able to provide UMETs services to suppliers in respect of IDNO metering points within their distribution services area.</p> <p>Paragraph 3.3.5 IDNOs are small at present but have a GB footprint. Given the current market it is difficult for IDNOs to be successful in offering metering services for its metering points; suppliers enter into contracts with large providers. We are accredited as MOP and would consider offering metering services if a relevant market could be identified.</p> <p>Paragraph 3.5 of the consultation states that half-hourly meters and CT metering would be excluded from UMets. The drafting of Clause 29 makes no provision (half hourly metering can be whole current or CT</p>

	<p>metered).</p> <p>Paragraph 3.8 IDNOs are subject to a relative price control mechanism and therefore there is no mechanism for IDNOs to recover the costs of providing these services.</p> <p>Paragraph 4.2 We believe the definition of vulnerable customer should be tightly linked to references in the Priority Services Register in the supply licence (since the distributor will be providing this as a contractor to the supplier).</p> <p>Paragraph 5.7 Disagree. By entering into this agreement the supplier is essentially appointing the distributor (or an affiliate of the distributor) as a MAP. Therefore it should be for the distributor to agree whether he wishes to relinquish ownership of the assets. For a service that is essentially competitive to impose a term on the distributor that may not be in place with other MAPs is an unfair term. The distributor should have the option as to whether it wishes to pass ownership of the asset to the supplier.</p> <p>Where the distributor wishes to retain ownership (and the supplier wants to replace the meter with one of his own then provision should be made for the supplier to return the meter to the distributor (at the suppliers cost).</p> <p>The arrangements fail to recognise circumstances where the meter may be provided by the customer (and not by the supplier) as is permitted Schedule 7 of the Act. Also, a single rate credit meter may not be an "appropriate meter" (as described in Schedule 7) since the provision of such meter where the customer is on a multi rate or prepayment tariff may not "...[have] regard to the terms on which the supply is to be charged for...".</p> <p>Comments on Drafting</p> <p>Definition of Vulnerable Customer should relate to Customers on the Priority Service Register.</p> <p>Supply Failure Safety and of loss of supply are two separate and distinct issues: they should not be bundled into the same term. Safety issues with metering or a customer's installation can (typically) be resolved by removal of the service fuse (in accordance with the provisions of the ESQCRs).</p> <p> Loss of supply is different because the distribution system itself doesn't give rise to danger. Whilst a loss of supply may result from actions taken by the distributor in response to a safety issue this is different from a supply failure. Distributors have different performance standards in respect of loss of supply resulting from a safety issue and a loss of supply arising as a fault on their distribution system. (Typically electricity systems fail safe by the blowing of a fuse or the tripping of a switch – gas is different).</p> <p>Clause 29A.1 This clause should place a reciprocal obligation on suppliers and their agents to cover circumstance where the customer contacts the supplier in the first instance.</p> <p>Clause 29A.2.1 The Company has no contractual relationship with the MOP (other than where the COP is a signatory to MOCOPA). A supplier may appoint a number of meter operators. Therefore</p>
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	<p>the liaison should always be with the supplier; however, we note that drafting gives the distributor the choice on who to contact.</p> <p>Clause 29A.3.1 Disagree the service standards prescribe a next working day standard (as defined in the ESPR) on distributors where the call is out of Working Hours. Meter Operator should be required to operate within the same Working Hours and should therefore be able to deliver the same service as the DNO. Also what happens when the Supplier notifies the distributor out of Working Hours.</p> <p>Clause 29A.3.2 We believe that suppliers should be obliged to appoint Meter Operator Agents that can fulfil the relevant obligations and duties in full. We are concerned that a rationale for providing such services is that Meter Operators may only offer a service within limited hours of operation.</p> <p>Clause 29.3.3 Disagree. See previous comments and alternatives.</p> <p>Clause 29A.4.1 Disagree. It should be at the distributors option to replace part of a network or otherwise.</p> <p>Clause 29A.4.2 See previous comments</p> <p>Clause 29A.5 Is the supplier obliged to receive (and pay for) such services.</p> <p>Clause 29A.5.1 See previous comments.</p> <p>Clause 29A.8 See previous comments.</p> <p>Clause 29.11 All costs of UMets lie with the supplier not with the distributor.</p> <p>Clause 29A.12.2 The distributor should not be obligated to substitute the provision of UMets because the MOP chooses to offer restricted hours for meter operation. UMets hours should at least be deemed to be equivalent to those prescribed by the definition of Working Hours in the ESPR</p> <p>Clause 29.13 Where the Company believes there has been interference it has an obligation to notify the supplier. Revenue Protection is a supplier activity. Therefore where this is the case the distributor should walk away leaving the installation safe.</p> <p>Also, How will disputes be resolved</p> <ul style="list-style-type: none"> • in respect of disputes on the level of charges • in respect of disputes about circumstances where services are charged for. • in respect of disputes on ownership, return of metering • in respect of data provided (meter technical details etc) <p>General Question: For Meter Operators to work on distribution systems they have to be a signatory to be deemed competent. Presumably, the supplier (or Meter Operator?) owns the metering asset (tails switches wire etc) and is</p>
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	<p>presumably responsible for the safe operation thereof. Therefore, presumably the supplier (Meter Operator) has a duty to ensure that third parties are competent.</p> <p>The skills to work on metering equipment (and at the interface with the consumer's installation) may differ from those required to work on a distribution system. Are there obligations on supplier/ meter operators in this respect (Electricity at Work Regulations 1989, ESQCRs 2002)?.</p> <p>If required skills are different the supplier will not be able to assume that competency on distribution equipment = competency on metering equipment?</p> <p>This has more relevance in grouped meter positions, or in blocks of flats or other multi – occupancy premises may be more complex.</p>
Western Power Distribution (South West) plc and Western Power Distribution (South West) plc	<p>We appreciate that Ofgem, Energy Watch and customers see benefit in the provision of a 'one stop shop' restoration of supply where the cause is due to metering equipment and recognise that the reputation of the industry as a whole is important.</p> <p>However, as a result of changes in the competitive market we no longer have a licence obligation to provide either a MOP or MAP service other than legacy MAP. Our core business is now distribution not metering and we no longer have an associated NHH MOP business in South Wales nor will we have in the South West from July of this year.</p> <p>In the case of a domestic installation, that we are considering in the provision of UMetS the exit point from the distribution network is the service cut-out. As such, any work beyond that point is not work on distribution equipment.</p> <p>We therefore believe that this is a supplier issue and that suppliers should ensure that they properly cover their obligations via contracts with their Meter Operators.</p>