

**DCUSA CHANGE DECLARATION**

**DCP 019 - Moving Meters with Service Alterations**

**VOTING DATE:** 11/09/08

DCP 019 / DCP 019A	WEIGHTED VOTING		
	DNO	IDNO	SUPPLIER
DCP 019	Accept	N/A	Reject
DCP 019A	Reject	N/A	Accept
IMPLEMENTATION DATE	Accept	N/A	Accept
RECOMMENDATION	<p><b>Change Solution –REJECT.</b>                      In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the change solution was less than 50% in all Categories.</p> <p><b>Implementation Date –ACCEPT</b>                      In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the implementation date was greater than 50% in all Categories.</p>		
PART ONE / PART TWO	Part One – Authority Determination Required		

PARTY	DCP 019	DCP 019A	IMPLEMENTATION DATE (A/R)	COMMENTS
<b>DNO PARTIES</b>				
Central Networks East	ACCEPT	REJECT	ACCEPT	NONE
Central Networks West	ACCEPT	REJECT		
Electricity North West Limited	ACCEPT	REJECT	ACCEPT	<p>In line with both the DCUSA legal advice and that of our company we cannot support a concept of an uncapped liability (DCP019A, clause 29.20) on the service contained within this variation to DCUSA.</p> <p>Add this to the consent clause (29.14) within DCP019A and we end up with the distributor being in a situation of additional administration over and above what currently happens in practice.</p> <p>It is believed that both of the above would have a negative impact on the DCUSA objectives one and two.</p> <p>On the other hand DCP019 better facilitates the DCUSA objective one by improving the efficiency in the operation of the Distributor network.</p>
EDF Energy Networks (EPN) plc	ACCEPT	REJECT	ACCEPT	<p>The CP was introduced to codify existing practise (that is beneficial for customers) in order that the correct permissions are in place for it to continue.</p> <p>The introduction in DCP019A of an opt in/out for suppliers would make it more difficult to manage for distributors, particularly in their dealings with the customer e.g. advising some customers we can do this for them but advising their neighbours that they will have to manage various parties attending to site,</p>

				<p>or issues where customers change supplier between the work being agreed and it being done etc.</p> <p>DCP019A also introduces an unlimited liability on the distributor where consequences arise from his not acting in accordance with good industry practise. This is disproportionate to other liability issues within DCUSA, as advised by DCUSA's independent lawyers. Moreover, we know that the old JPW MOP contracts contained limitations of liability and so we doubt whether suppliers enjoy the benefit of such unlimited indemnities in their current meter operator contracts. It therefore seems further disproportionate to seek to impose an unlimited liability on distributors through DCUSA that it is doubtful is enjoyed with Meter Operators who perform such work.</p>
EDF Energy Networks (EPN) plc	ACCEPT	REJECT	ACCEPT	See above
EDF Energy Networks (EPN) plc	ACCEPT	REJECT	ACCEPT	See above
Northern Electric Distribution Ltd	ACCEPT	REJECT	ACCEPT	As stated previously, CE may withdraw from moving meters on service alterations if 19A goes through. We do not feel that 19A will benefit customers in the round.
Southern Electric Power Distribution plc	REJECT	ACCEPT	ACCEPT	
Scottish Hydro Electric Power Distribution plc	REJECT	ACCEPT	ACCEPT	
SP Distribution	ACCEPT	REJECT	ACCEPT	

SP Manweb	ACCEPT	REJECT	ACCEPT	
Western Power Distribution (South West) plc	ACCEPT	REJECT	ACCEPT	
Western Power Distribution (South Wales) plc	ACCEPT	REJECT	ACCEPT	
Yorkshire Electricity Distribution plc	ACCEPT	REJECT	ACCEPT	As stated previously, CE may withdraw from moving meters on service alterations if 19A goes through. We do not feel that 19A will benefit customers in the round.
<b>SUPPLIER PARTIES</b>				
British Gas	REJECT	ACCEPT	ACCEPT	
E.ON UK	REJECT	ACCEPT	ACCEPT	
Npower Ltd Group	REJECT	ACCEPT	ACCEPT	<p>RWE Npower Limited believe that DCP19A has the following benefits:</p> <ul style="list-style-type: none"> <li>o The proposal will enable the Distributor to undertake a meter move alongside a service alteration (at the customer's request and providing that the Supplier has provided their consent) which will lead to a better customer experience, a reduced risk of abortive visits and a reduced requirement for 2 operatives to visit site.</li> <li>o The proposal requires the Supplier to provide their consent for such work to Distributors, which should increase the visibility of such work being undertaken. This will be of benefit to Suppliers, who historically have often</li> </ul>

				<p>been unaware of such works being undertaken and have therefore held incorrect meter location information for reference by their employees and agents, which can have a negative impact upon customer service.</p> <ul style="list-style-type: none"> <li>o The inclusion of the additional indemnity clause in DCP19A ensures that both Companies and Users have appropriate indemnity clauses in place in relation to any meter move work that may be undertaken, as opposed to the DCP19 option which provides only the Company with an indemnity clause. We believe that it is reasonable that Companies should accept responsibility for the quality of any meter moves work that is carried out by their operatives, who through this change proposal are obliged to be suitably competent and to work in accordance with Good Industry Practice.</li> </ul> <p>Whilst DCP19, if implemented, would also deliver the first benefit outlined above, it would not deliver either of the other two benefits detailed above, and DCP19A is therefore our preferred solution.</p>
ScottishPower Energy Retail	REJECT	ACCEPT	ACCEPT	It is felt that both variations better facilitate DCUSA objective 1 – the development maintenance and operation by the DNO

				<p>Parties and IDNO Parties of efficient, coordinated and economical Distribution Networks.</p> <p>However we have chosen to accept DCP 019A as the proposed solution. DCP 019A contains an added indemnity clause, providing both the user and company with equal cover, whereas DCP 019 only indemnifies the company.</p> <p>Furthermore, we are happy to agree to the intended implementation date of February 2009.</p>
SSE Energy Supply Limited	REJECT	ACCEPT	ACCEPT	