

DCP 446 Working Group Meeting 05

01 April 2026 at 10:00 - Web-Conference

Attendee	Company
Working Group Members	
Andrew Malley [AM]	Ofgem (Observer)
Brian Sweeney [BS]	UKPN
Clare Wagstaffe [CW]	SSEN
Donna Jamieson [DJ]	IDCSL
Ed Grimsey [EG]	BUUK
Elizabeth Meldrum [EM]	SSEN
Erik Baguzis [EB]	Indigo Networks
Jessica Brown [JB]	UKPN
Mark Bellman [MB]	SP ENW
Mark Rose [MR]	UKPN
Owen Black [OB]	SPEN
Peter Waymont [PW]	UKPN
Code Administrator	
Craig Booth [CB]	Secretariat
Richard Colwill [RC]	Chair

1. Administration

Recording

- 1.1 The Chair informed members that this Working Group meeting would be recorded. No members objected to this. The purpose of this recording is purely to aid the Technical Secretariat in producing an accurate report of the meeting.

Apologies

- 1.2 No apologies were received ahead of the meeting.

Competition Law Guidance and Terms of Reference

- 1.3 The Working Group reviewed the “Competition Law Guidance” and “Terms of Reference”. All Working Group members agreed to be bound by the Competition Law Guidance for the duration of the meeting and agreed to the Terms of Reference.

2. Purpose of the Meeting

- 2.1 The Chair advised that the purpose of the meeting was to review Ofgem’s send-back letter and discuss next steps.

3. Review of the Send-Back Letter

- 3.1 The Chair presented the letter received from Ofgem to the group.
- 3.2 The Chair invited views from the Working Group.
- 3.3 The Proposer explained that their team has had over a year to consider and trial this approach, giving them useful experience and insight. Alongside emergency disconnections, they already manage related functions such as cable damage, theft and conveyance, and service integrity, with a focus on financial sustainability and recovering costs where issues are not network related.
- 3.4 The Proposer explained that over the past 12 months, they have developed and tested practical processes for assessing situations, billing fairly, and handling customer complaints. The Proposer stated they can share this insight, although they recognise the need to work through it in a structured way and allow others to comment.
- 3.5 The Proposer stated that they hold comprehensive and auditable records, including detailed work management data, material usage, and contractor records. This means all activity is highly quantifiable and can be transparently disclosed when required.
- 3.6 The Proposer noted that they have accumulated real-world examples across all the types of scenarios previously discussed and can provide fuller detail when asked. Over the past 12 months, they have considered a wide and varied range of situations, reflecting the diversity of cases encountered. These include incidents such as fires and floods, illegal activities (e.g. cannabis farms), construction and demolition sites, DIY homeowner issues, derelict or unsafe buildings, and situations where cables are discovered by other utilities or third parties.

- 3.7 The Proposer emphasised that their organisation has strong, well-established processes for identifying and supporting vulnerable customers, aligned with SLC 10AA principles. Vulnerability considerations are already embedded across all services, including general enquiries, fault response, planned works, and connections, with a consistently customer-focused approach. Customers can self-register as vulnerable via the website, and staff across the business—particularly during storms or system emergency events—are trained to take calls and record vulnerability information through the telephony system. This ensures vulnerable customers are identified promptly, even during high-pressure situations.
- 3.8 The Proposer explained that, crucially, vulnerability status is taken into account before any billing is applied. The DNO assesses each situation carefully, recognising that it would be inappropriate to bill certain individuals. Specific checks are completed prior to billing decisions, and while not detailed here, the Proposer noted that these can be clearly documented and explained when required.
- 3.9 The Chair asked if the Proposer was able to share the data/information.
- 3.10 The Proposer explained that they have built up over 12 months of category-based data on this type of work, with around a year of specific billing records now available. Whilst volumes and costs will vary by Distribution Network Operator depending on factors such as size, customer base, and network footprint, they estimate a potential capacity to bill roughly 40–50 jobs per week at most.
- 3.11 The Proposer outlined two established approaches to valuing the work. The first is the standard Connections Charging Methodology, which sets published and Ofgem-approved costs for planned work following surveys and quotations, an approach which is consistent across all DNOs. The second is a cost-incurred model, based on actual costs recorded on site. Both methods allow costs to be clearly evidenced and shared transparently with customers. The Proposer noted that fixed, publishable costs could be applied to services such as emergency disconnections, even though these services are not actively advertised.
- 3.12 The Proposer stated that the DNO is not promoting emergency disconnections or express service alterations as an advertised option. Whilst customers who need work done quickly can contact the small services team and may receive a quotation and delivery within around two weeks, this is not positioned as an “express” service. Instead, the approach is intended to act as a deterrent, discouraging unsafe or reactive behaviour rather than incentivising it.
- 3.13 The Proposer explained that a key focus is improving and widening the customer interface, giving customers multiple ways to engage (e.g., by phone, email, online application, or recorded phone quotations) to discuss small services, project work, or major connections. The Proposer noted that major connections generally operate smoothly because they involve experienced developers with established utility knowledge and processes.
- 3.14 The Proposer noted that, in contrast, significant effort is being directed at public safety and small services customers, particularly smaller builders and individuals with limited utility experience. The aim is to educate these groups on safe working practices and to make clear that certain electrical equipment cannot be moved casually or safely without proper service alterations.
- 3.15 The Proposer explained that he strongly believes that socialising costs does not address the root problem, which is often unsafe construction activity. He explained that many incidents arise from

poorly managed building work (e.g., extensions, demolitions, or attempts to move meters) where safety requirements are not properly understood or followed.

- 3.16 The Proposer stated that he did not believe it appropriate to socialise costs where individuals or organisations have operated unsafely on the network. Instead of focusing on past incidents, he emphasised the DNO's proactive approach to guiding customers and preventing unsafe behaviour through a strong, well-established connections service.
- 3.17 The Proposer explained that customers are informed of their right to use either the DNO or an Independent Connections Provider, ensuring choice and competition. However, he noted that some situations, such as fires, floods, or illegal activities like cannabis farms, are complex. In these cases, responsibility may not sit with a clearly identifiable tenant, meaning engagement often has to be with landlords instead.
- 3.18 The Proposer explained that they frame the issue holistically around emergency disconnections, which can include cutting cables back to the main, disconnecting or re-energising meters and cut-outs, and providing reconnections where necessary. Reconnection can be critical, particularly for vulnerable customers, meaning each case must be assessed individually.
- 3.19 The Proposer drew comparisons with other established functions, such as cable damage and theft, where there is an expectation to engage with responsible parties and recover costs where the network has been damaged or interfered with. Each incident is assessed on its merits, with prioritisation on safety and vulnerability considerations, and seeking cost recovery where unsafe or unlawful actions have occurred.
- 3.20 The Proposer explained that responsibility for incidents must be handled carefully, particularly where landlord-tenant or third-party involvement exists. While damage or illegal activity (such as cable damage or illegal extraction) may be caused by third parties, the DNO generally engages with the property or asset owner, as they have a responsibility to monitor and manage what occurs on their premises. Failures to inspect, reference tenants properly, or identify occupants are factors considered in these discussions.
- 3.21 The Proposer stated that they can provide a high-level summary of how work is assessed across all such cases.
- 3.22 The Proposer explained that although incidents originate in different ways, the underlying processes are broadly the same – an incoming report prompts a safety or site assessment, evidence is gathered, and the case is then routed through the appropriate channel. The initial decision point is whether the issue is a network fault. If it is, it is resolved immediately as a network maintenance matter. The cases relevant to cost recovery are those involving third-party actions, rather than faults caused by the network itself or by extreme weather events.
- 3.23 The Proposer explained that they are refining the original wording to take a more general approach, focused on their ability to engage with and recover costs from homeowners or landowners under the Connections Agreement. This work has already begun on a trial basis, with billing in place and successful cost recovery achieved.

- 3.24 The Proposer estimated a potential volume of around 2,000 billable jobs per year, noting that many are low-value internal property issues, while others are significant, high-cost interventions. Examples include emergency demolitions where buildings have become unsafe and local authorities take control, requiring extensive isolation and network diversion works costing tens of thousands of pounds. Some of these costs may be covered by insurance, but many are not.
- 3.25 The Proposer highlighted ongoing issues with unsafe construction practices, particularly among small builders or refurbishment firms. For example, contractors carrying out cladding work may interfere with overhead supplies, performing work without proper training, then contacting the DNO to make it safe afterwards. The Proposer described these practices as inherently dangerous and unacceptable.
- 3.26 The Proposer stated that construction-related incidents are highly varied, and that the approach must cover a broad range of scenarios while addressing unsafe behaviour and enabling appropriate cost recovery.
- 3.27 The Proposer confirmed that, whilst they can document the details of the work, there is a clear regulatory obligation around reconnections. He explained that they are not permitted to withhold reconnection as leverage for payment. Any costs associated with disconnection or recovery must be treated separately from reconnection or re-energisation, and they are obliged to quote for and complete reconnections regardless of whether payment has been made.
- 3.28 The Proposer stated that this separation mitigates concerns around customers being effectively “held to ransom.” The Proposer explained that customer support is available 24 hours a day, 7 days a week, and both customer service staff and field engineers are expected to act immediately if a customer cannot reasonably leave the property. In such cases, the reconnection process is started straight away, with engineers removing unsafe conditions or tampering and restoring supply in the safest and most practical way.
- 3.29 The Proposer stated that an exception is made for cannabis farms, where the disconnection remains in place in line with police requirements. In those cases, the tenant is arrested and removed, and the property is ultimately returned to the landlord before any reconnection is considered.
- 3.30 The Proposer explained that if a customer needs power restored urgently, whether or not they are classed as vulnerable, the DNO can provide temporary generation (such as petrol or electric generators) to restore supply the same day or the next day. This allows for continuity of supply whilst a full and permanent repair is completed.
- 3.31 The Proposer explained that once the immediate safety and supply issues are resolved, the DNO engages with the customer to explain that a disconnection and reconnection has taken place, sets out the overall costs, and then considers whether it is appropriate to bill the charges. These decisions on billing are made using a clear, documented assessment process.
- 3.32 The Proposer noted that this assessment framework is already drafted, is straightforward and non-commercially sensitive, and is based on a simple principle - a service has been delivered, costs have been incurred, and a judgement is required on whether charging these to the customer is appropriate. The Proposer stated they are willing to share a high-level version of this process, subject to internal checks on what can be disclosed.

- 3.33 The Proposer invited a subject-matter expert, Jessica Brown (JB), to the call to explain how the billing of a job would be considered (i.e., whether it is appropriate to bill).
- 3.34 JB described the practical billing review process for emergency jobs, explaining that a daily Excel report of emergency work is received from dispatch, which is then reviewed by assessing job notes to understand what actions were taken on site. Each job is assigned an appropriate connections status based on that review.
- 3.35 JB explained that only certain categories are considered potentially chargeable, primarily de-energisation, disconnection, reconnection, re-energisation, and the disconnection of illegal supplies. Other activities, such as internal isolation, are automatically marked as non-chargeable and are not reviewed further.
- 3.36 JB explained that for jobs that fall into billable categories, a clear set of billing criteria is applied before any charge is pursued. Cases are excluded from billing where there has been a fatality, where the fault lies with the network operator, where the incident was an unavoidable “act of God” (such as a lightning strike), or where the customer is particularly vulnerable and billing would cause significant distress.
- 3.37 JB explained that where a job meets the criteria for billing, such as disconnection of a cannabis farm or an unplanned disconnection during a site demolition, they will proceed with charging the customer.
- 3.38 JB stated that in most cases, billing is based on set charges, with the appropriate amount determined by defined factors. However, where there has been damage or repair to the network, a different legal route is used – a formal legal letter can be issued and costs are calculated on an actual cost basis, rather than fixed charges. For standard activities such as de-energisation, the decision to charge either £495 or £100 is based on factors including the reason for the de-energisation, the type of work carried out, the duration of the site visit, and the timing of attendance.
- 3.39 JB explained that when billing proceeds, additional factors are considered for disconnections, such as whether the work involved an underground or overhead connection, as these require different levels of effort and therefore attract different charges. The team follows established decision trees to ensure the correct charge is selected for each scenario, resulting in a consistent and auditable invoice value. Examples (such as de-energisation decisions) show how the charge is determined based on predefined criteria.
- 3.40 JB stated that responsibility for billing is identified primarily through Land Registry records linked to the property. Because these records can be outdated, the DNO also undertakes address tracing to identify the most current and accurate contact details for the responsible party. Overall, this provides a structured, transparent overview of how chargeable emergency works are assessed, costed, and billed.
- 3.41 The Proposer asked JB to elaborate on the cost calculator used to support billing decisions. JB explaining that the calculator draws on clear, auditable inputs, including engineer timesheet data, materials used, and any contractor costs (such as groundworks or reinstatement). A limited uplift is applied, producing a final cost with a transparent breakdown.

- 3.42 The Proposer explained that this approach reflects standard practice across DNOs, where costs are primarily made up of staff time, materials, and contractor services.
- 3.43 The Proposer outlined a tiered customer engagement and complaints-handling approach focused on transparency, guidance, and fairness when recovering costs for emergency disconnections or related works:
- 3.43.1 At the first level, customers are directed to FAQs and guidance explaining why work was carried out and why costs are being recovered. The core message the DNO tries to deliver is that engagement is always preferred – any alterations between the mains and a customer's property should be arranged in advance with the DNO. Many works classed as small services (e.g., typically those under £5m) can usually be surveyed, paid for, scheduled, and completed within around two weeks, including disconnections, upgrades, and downgrades. Larger projects naturally take longer due to network reinforcement requirements.
 - 3.43.2 Customers can engage through multiple channels (e.g., via phone, email, or written correspondence) and the DNO aims to provide a written response within 48 hours, supported by standard explanation templates. A staffed phone line and 24/7 customer service are available, with a specialist care team handling complex cases, investigations, and complaints.
 - 3.43.3 When explaining actions taken, the emphasis is on safety compliance, often referencing ESQCR (Electricity Safety, Quality and Continuity Regulations 2002) requirements, building regulations, and HSE (Health, Safety, and Environment) guidance for working near overhead or underground networks. In most cases, the justification for action is clear and evidence-based.
 - 3.43.4 If customers dispute charges, they can complain directly to the emergency disconnections team or the care team, with escalation ultimately available to the Energy Ombudsman, though the DNO aims to resolve issues directly and reasonably. Payment plans are available for customers who cannot pay immediately, typically agreed in writing or by email and managed via direct debit.
 - 3.43.5 The DNO commits to providing full supporting evidence where required, including site photographs, call records, and safety references, and to actively guiding customers on reconnection options based on urgency. While some cases could theoretically progress to small claims court, none have done so to date.
- 3.44 The Proposer explained that, overall, the approach is designed to enable quick reconnection, clear explanations, evidence-led decision-making, fair cost recovery, and supportive handling of complaints across a wide range of customer types, including private landowners, builders, developers, councils, local authorities, and other utilities.
- 3.45 The Chair raised concerns about how Licence Condition 10AA is reflected in the current legal text, noting that it appears to imply reconnection is dependent on payment, which may not align with operational practice.

- 3.46 The Proposer challenged this interpretation, explaining that operationally the DNO works on an obligation-to-quote model. Reconnection (as a connections activity) is separate from emergency disconnection works, and there is no dependency between payment for past emergency works and delivery of a reconnection. Connection teams are not asked to check whether payment has been made before progressing reconnection work.
- 3.47 The Proposer also noted that some customers are excluded from standard customer satisfaction processes where tampering has occurred, but even in those cases the focus remains on education and forward planning, rather than withholding service. The key principle is that where a quotation is provided and accepted, and payment is made, the DNO is obliged to deliver the quoted work – independently of any emergency disconnection or cost recovery process.
- 3.48 The Chair highlighted feedback from Ofgem requesting further consideration of the disputes and reconnection process for emergency disconnections, noting that the current legal text appears to imply reconnection is conditional on payment, regardless of circumstances. He suggests this may not reflect actual practice and that clarification would be needed to align the legal text with licence expectations.
- 3.49 The Proposer explained that, in practice, SLC 10AA considerations are already applied, particularly for vulnerable customers. In such cases, such as illness, moving into care, or minor safety issues like leaks, they do not pursue billing. The Proposer stated that these protections are already embedded in policy, though he acknowledged it is challenging to clearly capture this nuance in formal legal drafting.
- 3.50 Brian Sweeney (BS) reinforced that the core purpose of the process being developed is to demonstrate how the DNO assesses what is reasonable to charge, and that this assessment itself is the mechanism for complying with Licence Condition 10AA. BS suggested that documenting this decision-making framework, showing both when immediate reconnection is required and how reasonableness is judged, would address Ofgem’s concern.
- 3.51 The Chair suggested taking an action to develop something more concrete, noting that it is often easier to react to a drafted proposal than to debate abstract principles. He suggested that the Proposer and his colleagues collaborate on producing an initial “straw man” document.
- 3.52 The Proposer agreed with this, stating that a significant amount of detail has been covered and that it would be more efficient to write it all up first. He suggested this would likely take the form of a separate schedule or reference document, rather than embedding all detail directly into DCUSA legal text.
- 3.53 The Chair stated that part of the task will be deciding what should and should not sit within the DCUSA, recognising that the DCUSA often sets principles and obligations rather than detailed operational processes.

Action 05/01	Proposer to collaborate with his internal colleagues to jointly draft an initial straw-man document setting out the high-level process for emergency disconnections, reconnections, disputes, and charging decisions, how reasonableness and vulnerability (SLC 10AA) are assessed in practice, and what content is proposed for including in the DCUSA versus supporting guidance documents.
---------------------	---

- 3.54 The Proposer raised a concern about being too explicit in written policy about which types of jobs or customers will not be billed. The Proposer stated that setting this out in “black and white” could lead to customers deliberately trying to fit themselves into exempt categories, even where that would not be fair or reasonable or consistent with how similar situations are treated elsewhere.
- 3.55 The Proposer emphasised that existing reference points are based on how the DNO responds in power-cut or safety emergencies, assessing the situation holistically and supporting customers appropriately, rather than relying on rigid exemptions. The Proposer highlighted a potential conflict where someone may technically meet vulnerable customer criteria but is simultaneously undertaking major development works without following building regulations or proper planning and safety processes. In such cases, The Proposer considered that automatic exemption from charges may not be appropriate.
- 3.56 The Chair invited Andrew Malley (AM), Ofgem, to comment on the approach being taken.
- 3.57 AM explained that the key issue identified during earlier discussions was the need for the legal text to clearly distinguish between different types of customer behaviour. On one hand, there are cases where people should face the consequences of unsafe or deliberate actions; on the other, there are clearly consumer-protection scenarios, such as vulnerable individuals affected by accidents (for example, an elderly person unable to return home after a fire).
- 3.58 While it is understood that DNOs do not intend to penalise customers acting in good faith, AM noted that the legal team requires this distinction to be explicit in the legal drafting. Without it, the text risks treating very different situations in the same way, which is not acceptable from a consumer protection perspective.
- 3.59 AM stressed that the group is not being asked to define every possible scenario, but there does need to be a clear framework that:
- 3.59.1 protects customers where accidents happen or where they are not at fault; and
 - 3.59.2 allows charges to apply where customers deliberately act unsafely or seek to avoid proper processes.
- 3.60 AM highlighted the complex cases where the person who caused the problem (e.g., a tenant involved in illegal activity) is not the same person who needs the supply restored (e.g., the landlord), questioning whether it would be reasonable to charge the latter in all circumstances.
- 3.61 AM stated this as a good and well-considered piece of work, noting that the report was sent back not as a criticism of the Working Group, but because more legal clarity is needed to ensure consumer protection concerns are properly addressed. The issue is less about economic impact and more about

ensuring the framework fairly separates protected customers from those who should reasonably be held responsible for their actions.

- 3.62 The Working Group discussed that further work is needed to clearly document how emergency disconnections and charging decisions operate in practice, before deciding how much detail should sit in the legal text.
- 3.63 The Chair suggested that the first step should be a clear, start-to-finish description of the DNO's operational process, showing what happens from the initial incident through assessment, disconnection, reconnection, and any billing consideration. This would help distinguish what detail is necessary for legal clarity versus what would be excessive or inappropriate to include in the DCUSA.
- 3.64 The Proposer explained that, in practice, cases tend to split into two broad categories:
- 3.64.1 totally avoidable situations, where individuals have clearly acted unsafely or failed to follow required processes; and
 - 3.64.2 unfortunate or arguable situations, where an incident has occurred (e.g., fire, flood, cannabis farm) and the DNO has delivered a service and is considering recovering reasonable costs, alongside guidance on how future risk could be reduced.
- 3.65 While all safety incidents are theoretically avoidable, the Proposer noted the importance of recognising this practical distinction when framing policy and guidance. The Proposer suggested the likely outcome is a principles-based approach that differentiates clearly avoidable behaviour from less clear-cut incidents, supporting fair cost recovery while maintaining consumer protection and regulatory confidence.
- 3.66 It was agreed that action 05/01 (above) would be completed offline and circulated to the Working Group for review in advance of the next meeting.

4. Next Meeting

- 4.1 The next meeting will be held on 14th April 2026 at 13:00.

5. Any Other Business

- 5.1 No other business was raised.

New and Open Actions

Action Ref.	Action	Owner	Update
Action 05/01	Proposer to collaborate with his internal colleagues to jointly draft an initial straw-man document setting out the high-level process for emergency disconnections, reconnections, disputes, and charging decisions, how reasonableness and vulnerability (SLC 10AA) are assessed in practice, and what content is proposed for including in the DCUSA versus supporting guidance documents.	Mark Rose	New Action

Closed Actions

Action Ref.			Update
Action 03/01	Secretariat to check the Change Report and collated consultation response document and mirror the changes to the minutes.	The Secretariat	<i>This has been completed.</i>
Action 03/02	Proposer to consider the legal text wording ahead of the next meeting.	The Proposer	<i>This was discussed at the meeting.</i>
Action 03/03	The Chair to ask Gowling to specify which DCUSA objectives are not consistent with the current drafting and ask them to expand further on the reasons why.	The Chair	<i>This was discussed at the meeting.</i>
Action 04/01	The Chair to circulate the updated Change Report and Legal Text to the group for review following the meeting.	The Chair	<i>This has been completed – circulated on 18 February.</i>
Action 04/02	The Chair to send the Legal Text to Gowling for a final review, once it has been reviewed by Working Group members.	The Chair	<i>This has been completed.</i>