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Dear Martin and Lauren

Statutory Consultation - Involuntary Prepayment

EDF is the UK's largest producer of low carbon electricity. EDF operates low carbon nuclear power stations and is building the first of a new generation of nuclear plants. EDF also has a large and growing portfolio of renewables, including onshore, offshore wind and solar generation, and energy storage. With around six million electricity and gas customer accounts, including residential and business users, EDF aims to help Britain achieve net zero by building a smarter energy future that will support delivery of net zero carbon emissions, including through digital innovations and new customer offerings that encourage the transition to low carbon electric transport and heating.

EDF welcome the opportunity to provide input on the integration of the 'Involuntary Prepayment Code of Practice' into the Supply Licence. The transition is important, as it will provide suppliers with certainty on their obligations, and customers with the certainty that they will be protected from an involuntary prepayment meter if it is not safe and reasonably practicable. Prepayment meters continue to play an essential role in helping millions of customers in managing their budget and preventing the build-up of further energy debt.

The effectiveness of the voluntary code cannot be known with any certainty until it is tested. Therefore, we urge Ofgem not to delay the restart of involuntary prepayment any longer where it is legitimate, and safe and practicable for customers. Further delay means that bad debt continues to accrue for suppliers at a considerable rate, also potentially putting our customer's welfare at risk as they continue to build up a debt that will become more and more difficult to manage. When integrating the code into the Supply Licence Ofgem should consider the following key points:

- **Suppliers must be able to recover their costs** - Our commitment to the code was always with the agreement that suppliers could recover the additional costs that will result from the new restrictions on involuntary prepayment. It is, therefore, extremely disappointing that a process for suppliers to recover bad debt and other wider operational costs is yet to be put in place. It is critical that Ofgem deliver on this

commitment and introduce an allowance in the Default Tariff Cap to enable suppliers to recover costs at the same pace at which this code will become binding.

- **Suppliers obligations must sit in the Supply Licence not guidance** - This includes the meaning of all key definitions such as the Precautionary Principle. A reliance on guidance enables Ofgem to update suppliers obligations without recourse. The requirements of the Involuntary Prepayment Code set new obligations on suppliers that comes with significant costs and, therefore, should be set out in the supply licence and subject to full and proper due process if they are to be changed. The role of guidance is just that - to provide clarification on an existing Supply Licence obligation, not to set new or amend existing obligations.
- **The content of the code should not change until it has been tested** - No changes should be made to the voluntary code as previously agreed as part of the process of incorporating it into license as the code and its effectiveness has yet to be trialled. This could also potentially put suppliers in a position of having to make costly changes to systems and processes within a very short period of time, if suppliers are expected to follow a voluntary code with one set of rules, then a Supply Licence with another shortly after.
- **Age alone does not make a prepayment meter inherently unsafe** - in parallel with the Precautionary Principle, a smart prepayment meter and effective after care we see no reason why over 75's and under 5's should be included in the 'do not install' category. The potential broadening of the 'do not install' category will further reduce our ability to install prepayment meters which will increase bad debt costs significantly.
- **Ofgem must accelerate the end to legacy meters** - EDF strongly oppose Ofgem's decision to only include 'Smart meter as default' in the guidance. Due to the benefits of a smart meter, particularly in terms of aftercare, there should be an explicit and clear obligation set out in the Supply Licence that suppliers install a smart meter in the case of an involuntary prepayment installation, unless it is technically infeasible. Smart meter technology has allowed suppliers to innovate and offer a far superior customer experience when compared to legacy prepayment meters. This includes more convenient ways to pay, real-time monitoring of when customers cease making payments and greater visibility for customers on their consumption and costs, all of which helps suppliers provide more pro-active support to customers facing payment difficulty.

The 'Involuntary Prepayment Code' will provide customers with additional protections that should provide additional assurance and confidence that suppliers will only install a prepayment meter for debt if it is safe and reasonably practicable to do. However, as the Code moves from theory into practice, the key reason that the code came into being in the first place remains – customers struggling to pay their bills due to the significant increases in

energy costs, which are likely to continue to remain very high. With continuing wider pressures on customers finances, Ofgem and the Government must not lose sight of tackling underlying affordability issues, through a meaningful, government funded social tariff, and providing additional targeted support this winter to customers that need it most.

Our detailed responses are set out in the attachment to this letter. Should you wish to discuss any of the issues raised in our response or have any queries, please contact Nicola Pope or myself.

I confirm that this letter and its attachment may be published on Ofgem's website.

Yours sincerely

A handwritten signature in black ink, appearing to read "Keith Watson".

Keith Watson
Senior Manager Customers Policy and Regulation

Attachment
Statutory Consultation – Involuntary Prepayment
EDF's response to your questions

Q1. Do you agree with our proposals to integrate the Code into the supply licences?

Suppliers obligations including those from the Involuntary Prepayment Code should be set out in the Supply Licence.

However Ofgem has made a number of changes to the voluntary code, not previously consulted upon, nor discussed as part of the voluntary code development. Ofgem should ensure that they follow due process before making any Supply Licence changes even if they consider them to be minor.

At this stage no changes should be made to the voluntary code as previously agreed as the code and its effectiveness has yet to be trialled. This could also potentially put suppliers in a position of having to make costly changes to their processes within a very short period of time, if suppliers are expected to follow a voluntary code with one set of rules, then a Supply Licence with another shortly after.

We have made specific comments detailing our concerns on the changes in Annex 1 at the end of this attachment.

Q2. Do you agree with our approach to integrating the relevant parts of the Code into the Safe and Reasonably Practicable guidance?

No, EDF do not agree that Guidance is the appropriate place to set out new supplier obligations drawn from the Code, rather these should be contained in the Supply Licence. The role of guidance is just that, to provide clarification on the meaning of Supply Licence obligations, not to set obligations itself. A reliance on guidance also enables Ofgem to update suppliers obligations without recourse. The requirements of the Involuntary Prepayment Code set new obligations on suppliers that comes with significant costs and, therefore, should be set out in the supply licence and subject to full and proper due process if they are to be changed in the future. In addition, in the longer term, the use of guidance, also creates the risk that the guidance may become unrecognisable from earlier iterations; this could also potentially create a conflict between the Licence and guidance which may then pose an unacceptable and irreconcilable compliance risk to suppliers.

Therefore, we do not agree that the balance between the guidance and the Supply Licence as currently transposed is correct. While the code is new and untrials we recognise some flexibility over the interpretation of supplier obligations may be helpful. However, the obligations themselves should be contained in the Supply Licence including the meaning of key definitions. This should include the meaning of the Precautionary Principle, Site Welfare Visit, Consent, Debt Trigger, the value of the Involuntary Prepayment Credit, Do Not install

and Further Assessment Categories (or an alternate assurance in the Licence that these categories cannot be changed without consultation), and the length of time for storing assessments and audio and body camera recordings.

Smart Metering

EDF strongly oppose Ofgem's decision to only include 'Smart meter as default' in the guidance. Due to the benefits of a smart meter particularly in terms of aftercare, there should be an explicit and clear obligation in the Supply Licence that suppliers install a smart meter in the case of an involuntary prepayment installation, unless it is technically infeasible to do so.

While we recognise that suppliers already have clear obligations to take all reasonable steps to install a smart meter in all instances, the current decision to only include the preference of smart over legacy in the guidance, and the decision to also soften the strength of that call to action, does not provide a clear and strong enough signal to both suppliers and customers of the superior customer experience that a smart meter will bring. For customers in debt, a smart meter enables suppliers to provide significant aftercare benefits. As well as providing customers with more convenient ways to pay this includes real-time monitoring of when customers cease making payments allowing suppliers to respond rapidly to offer appropriate support including Additional Support Credit (ASC) to ensure the customer remains on supply. Customers will also have greater visibility on their consumption and costs, all of which helps us provide more proactive support to customers facing payment difficulty.

Ofgem and government must take decisive action to accelerate the withdrawal of legacy prepayment meters and to withdraw the infrastructure necessary to support them.

Q3. Can you provide evidence on whether we should retain the 'over 85s' in the 'do not install' category?

There is no direct evidence that proves being 'over 85', or indeed 'over 75', alone makes prepayment inherently unsafe. Age alone is not a determinant that will mean a customer will be unable to top up or engage with their meter, although of course it may be an indicator a customer may have other characteristics that could make it more likely that this is the case. The decision on whether a prepayment meter is safe should be taken in each individual case based on circumstances of the customer and where appropriate the wider household - for example if other occupants may be able to top-up the meter when the customer is not able to do so, or where a smart meter can be used to reduce risks and provide a superior level of after care.

Moving over 75s from 'Further Assessment' to 'Do Not Install' would undermine confidence in the Precautionary Principle, before it has even been tested. The purpose of the Precautionary Principle is to ensure that where 'Further Assessment' is required, that suppliers are able to make an assessment based on a number of conditions including ability to pay, and appropriate aftercare, and that they only continue to install an involuntary prepayment meter if a customer's health and safety would not be at risk from doing so. Where age could present an

additional risk, customers will be protected, so long as suppliers follow this principle. Ultimately Ofgem should have confidence in suppliers to implement the principle, in line with their licence, to ensure the desired outcomes are delivered.

While we do not agree that age should be a characteristic in the 'Do Not Install' category, we recognise that the aftercare that suppliers are able to provide will differ vastly based on the type of meter that they install, and that smart meters offer considerable additional benefits when compared to legacy meters. This includes real-time monitoring of when customers cease making payments enabling suppliers to respond rapidly to offer appropriate support including Additional Support Credit to ensure the customer remains on supply. It can take much longer to identify self-disconnection in the case of a legacy prepayment meter, meaning customers will be much more at risk of periods of prolonged self-disconnection.

With a smart meter, even in the worst-case scenario, where a prepayment meter is no longer safe and reasonably practicable, suppliers will at the very least be able to switch a customer back to credit mode immediately, rather than having to arrange a lengthy site visit that would be the case with a legacy meter. Therefore, while we do not agree that age-based categories (including over 85) should be included in the 'Do Not Install category', we recognise that if the only option available is to install a legacy prepayment meter, then it is much less likely that a prepayment meter will be a safe and reasonably practicable option in some instances.

Q4. Can you provide evidence on whether we should include children under the age of 5 in the 'do not install' category?

As set out in our response to question 3, age alone does not automatically make a prepayment meter inherently unsafe, and the presence of a very young child in a home will not mean that it is unsafe for a household more widely to be able operate or interact with a prepayment meter. Therefore, in parallel with the precautionary principle, a smart prepayment meter and effective after care, we see no reason why the 'Do Not Install' category should be extended to include all under 5s.

The assessment of the NHS clinicians was based on the negative impacts on younger children's mental and physical health if they do not live in a warm home i.e., if they do not have a reliable supply of energy based on need and the household self-disconnects or self-rations for prolonged periods. We would not dispute this. It would be useful to understand the question with which clinicians were presented to inform their evidence and whether it related specifically to the prepayment meter itself or the impact of a cold home - if the latter then that is likely to be detrimental ultimately to all consumers to some degree, and is not purely something that will only impact households paying by prepayment i.e. all households may self-ration if they are concerned about energy costs and this relates to affordability not meter type.

'Under 5' is an extremely broad category that will include a spectrum of households across all socio-economic groups, including many who will be able to afford to pay for their energy

safely via a prepayment meter, and also many households where a prepayment meter will be safe and affordable so long as suppliers provide the required support and aftercare. In these cases, a prepayment meter and a warm home are not mutually exclusive, and, therefore, the risks identified by the clinicians would not apply.

Furthermore, where the risk of prolonged periods of self-disconnection could apply as a household is unlikely to be able to afford to pay for their supply, even with appropriate aftercare, a supplier should not be installing a prepayment meter in the first place if they are meeting their obligations under the Precautionary Principle. The regulation should, therefore, already ensure that households with children under 5 are protected as either a supplier will not be able to install a prepayment meter in the first place, or if they do it should only be when the household will be able to meet their ongoing energy needs.

If under 5s were to move to the 'Do not Install Category' as this is a much broader category than any other characteristics or circumstances currently included, this would reduce supplier ability to install prepayment meters much more substantially than in the current code, and, therefore, the impact on bad debt is also likely to be significant. Ofgem has not considered the impact of this proposal when assessing costs in their current Impact Assessment (only against the existing categories) and as a minimum should do so before proposing to make such substantial changes. This should include factoring in likely unintended outcomes such as behavioural changes in relation to repayment propensity if having a child under 5 will mean a customer cannot have a prepayment meter installed under any circumstances.

At this stage, EDFs view more broadly is that Ofgem should not make any changes to the voluntary code as previously agreed, certainly not one this significant, before the code and its effectiveness can be trialled. This could also potentially put suppliers in a position of having to make costly changes to their processes within a very short period of time, if suppliers are expected to follow a voluntary code with one set of rules, then a Supply Licence with another shortly after.

Q5. Can you provide any further evidence on the potential costs and benefits of our proposals?

Recovery of supplier costs

Our commitment to the code was always on the agreement that suppliers could recover the additional costs will result from the new restrictions on involuntary prepayment, and it is disappointing that a process for suppliers to recover bad debt and other wider operational costs is yet to be put in place. It is absolutely critical that Ofgem deliver on this agreement and introduce an allowance into the Default Tariff Cap to enable suppliers to recover costs at the same pace at which this code will become binding.

We accept that in the short-term, recovery may need to be temporarily facilitated by the price cap, this is an imperfect solution, recognising that debt will differ significantly between different suppliers for reasons beyond their control. Ofgem must, therefore, also move to put

in place an alternative cost recovery mechanism that avoids incentives for companies to cease serving particular customers. EDF in its response to Ofgem's recent call for input on allowance for debt-related costs called for consideration of a levy approach that would address two key moral hazards (i.e., customers moving to fixed tariffs and avoiding costs or suppliers unable to fully recover costs through customers moving to other suppliers) that could be realised as the market reopens and more competitive tariffs and switching levels resume.

Customer benefits

In terms of impacts on customers, Ofgem has not presented any evidence that the code will benefit customers as a whole. However, what is clear is that it will ultimately come with costs to all consumers whichever route Ofgem decide to take regarding supplier's additional bad debt and other costs. If Ofgem decide not to enable suppliers to recover costs, then this will put suppliers at risk financially and if those suppliers then exit the market - the costs of are ultimately borne by customers. Alternately if costs are recovered from customers through an allowance in the Default Tariff Cap or similar, the increased costs of bad debt will again be borne by customers. Both outcomes will result in undesirable consequences as they will place pressure on customers already stretched finances, potentially pushing more customers over the edge and into debt.

Supplier costs – bad debt and the water industry

We do not agree that the trajectory in which bad debt will increase can be based on the water industry. While energy suppliers and water companies provide essential utilities, in other regards the industries are very different. Most importantly energy is a much more expensive product for consumers, and one for which the price has risen dramatically in recent years. This means that the cost of energy bills is likely to be a much more substantial deduction from a household's overall income, than their water bill. This is likely to result in much higher levels of bad debt on a much steeper trajectory, quite simply because customers just cannot afford to pay their bills. The corresponding media attention on the energy industry also means customers might be savvier on the options available to them to avoid paying their bills.

Supplier costs – wider operational impacts

Costs that suppliers will incur as a result of the new regulatory changes, are much wider than bad debt, and also include operational costs such as staff increases, changes to IT systems and processes, and ongoing higher working capital requirements. We welcome Ofgem's recent Request for Information on 'Debt related costs in the Default Tariff cap' and we will submit detailed information on the extent of these additional operational costs on 4 August. The operational costs to suppliers should also be factored into the impact assessment alongside bad debt.

Q6. We are consulting separately on an increased Additional Support Credit allowance to mitigate any impacts on bad debt. Do you have views on how we can ensure suppliers spend this ASC allowance to help PPM consumers stay on supply?

EDF supports an additional allowance in the price cap to account for a likely increase in ASC bad debt. However, there is not yet certainty of the impact of the Involuntary Prepayment code or the level of customer need that will require ASC support this winter. Therefore, Ofgem should not draw any conclusion on the level of support that is actually provided by suppliers versus that which is estimated at this point in time.

At the end of the 12-month period it is important that suppliers who deliver on their regulatory requirements for prepayment customers have confidence that they will be able to recover their efficient costs of providing ASC. EDF is not opposed to a true-up approach for a temporary adjustment but recognise that it can be timely and complex, as demonstrated through the COVID-19 true-up process. Therefore, Ofgem should work with suppliers to ensure any such process is efficient, timely and allows suppliers to recover efficient costs they have incurred in complying with their licence. In the longer term any adjustment could potentially be addressed more effectively through a levy approach rather than the Default Tariff Cap.

EDF
July 2023

Annex 1 – EDF comments on the drafting of the Supply Licence and Safe and Reasonably Practicable Guidance for the Involuntary Prepayment Code of Practice

Supply Licence or Safe and Reasonably Practicable clause	EDF comment
Provision of Involuntary Prepayment Meter Credit 27A.7A On each occasion the licensee installs an Involuntary Prepayment Meter in accordance with SLC 28.7, the licensee must ensure that each Domestic Customer receives Involuntary Prepayment Meter Credit, unless it is technically infeasible and/or outside of the control of the licensee to offer those credit facilities to that Domestic Customer	<p>The Supply Licence (SLC27A.7A) obligates suppliers to provide an ‘Involuntary Prepayment Meter Credit’ (of £30) following an Involuntary Prepayment installation but there is no provision that allows suppliers to offer an alternative non-disconnection period instead of a credit. However, this was agreed as part of the Voluntary Code. The alternative non-disconnection period also remains an option in the Guidance drafting. The Guidance and Supply Licence must be consistent and therefore the non-disconnection period should also be included explicitly as an alternative option in the Licence.</p> <p>A non-disconnection period as long as it is of sufficient duration (at EDF it is 14 days) may provide more protection to a customer than a £30 credit as it is guaranteed to ensure the customer will remain on supply for that period. However, a credit may or may not be sufficient to cover a customer’s energy needs and therefore does not provide the same level of guaranteed protection.</p>
Prepayment Meter guidance 28.4 The licensee must at all times have regard to the Prepayment Meter guidance, which includes the interpretation of “safe and reasonably practicable in all the circumstances of the case” which, following consultation, the Authority may issue, and may from time-to-time revise.	<p>Ofgem must be specific on the guidance that suppliers must have regard to which in the case of Involuntary Prepayment is the ‘Safe and Reasonably Practicable Guidance’. As Ofgem can make amendments to the ‘Safe and Reasonably Practicable’ guidance at any time it is unclear why additional guidance on prepayment meters would ever be required.</p>
28.21 “Involuntary Prepayment Meter” means: (a) a Prepayment Meter installed by execution of a Relevant Warrant in respect of a Domestic Customer; or	<p>The definition of Involuntary Prepayment should not include a mandatory notice under 23.8B as the notice suppliers must send when installing or switching a customer to an Involuntary Prepayment meter will vary. If suppliers are switching a customer’s payment method for Outstanding</p>

<p>(b) a Smart Metering System switched to a mode which requires a Domestic Customer to pay Charges for the Supply of Electricity in advance when there are Outstanding Charges and the customer has failed to comply with other payment methods in paragraph 27.6(a) (i) and (ii), notice has been given under paragraph 23.8B, and the Domestic Customer has not given explicit Consent for the switch to Prepayment mode; and references to the installation or removal of an Involuntary Prepayment Meter include the switching of any Electricity Meter to or from such a mode."</p>	<p>Charges, and they have satisfied the requirements under 23.8A (Power to Change Payment Methods) then they may send a notice in accordance with 23.8A and not 23.8B - which is significantly more onerous. Alternately, in some instances a supplier may terminate an existing contract to move a customer to a prepayment meter involuntarily, in which case the customer will be placed on a Deemed Contract, and a notification must be sent in accordance with 23.2.</p> <p>The Supply Licence drafting assumes that an Involuntary Prepayment Meter will lead to an increase in a customer's Charges and therefore that a supplier's obligations regarding the Power to Change Payment methods (23.8A) and relevant notice will apply. However, if a customer's unit charge and standing charge decrease or remain the same (which will often be the case) then the obligation would not apply, and no notice will be required.</p> <p>Therefore, Ofgem should update the definition of Involuntary Prepayment to ensure it is not dependent on a notice under 23.8B being provided.</p>
<p>28.9 In relation to the installation of an Involuntary Prepayment Meter, the licensee:</p> <p>(a) when considering the customer's ability to pay and conducting financial assessments, must accept any information relevant to the subject matter of paragraph 28.9;</p> <p>b) must accept information from and actions on behalf of a customer by any person or organisation legally entitled to act on their behalf;</p>	<p>It is unclear what Ofgem mean when they state supplier's should accept 'any' information when considering a customer's ability to pay or when conducting financial assessments. We do not agree that we should accept 'any' information as true without question. However, we do agree that suppliers should receive 'any' information so long as they can then make reasonable attempts to ascertain its veracity. We would therefore welcome clarity on the intention of the term 'accept' in the drafting.</p>
<p>"Relevant Warrant" means:</p> <p>(a) a warrant pursuant to paragraph 23(2)(c) of Schedule 2B to the Gas Act 1986 for the purposes of paragraph 7(3)(a) of Schedule 2B to the Gas Act 1986;</p>	<p>Remove clause (c). The statutory consultation relates to Involuntary Prepayment for non-payment only. If Ofgem wish to extend the prohibition on warrants more widely then this should be consulted upon separately and properly in line with Ofgem's formal licence modification processes.</p>

<p>(b) a warrant pursuant to paragraph 7(4) of Schedule 6 to the Electricity Act 1989; and</p> <p>(c) any other type of warrant specified or described by the Authority by publishing a statement in writing (or by issuing a direction to the licensee), following consultation.</p>	
<p>3.10. Suppliers must also ensure they have performed additional checks to satisfy themselves that PPM installation is safe and reasonably practicable for any household with adults over 65 and/or children under 16.</p>	<p>The Voluntary Code ‘encourages’ suppliers to carry out additional checks for under 16/ over 65s. However, the Guidance makes this mandatory (must). These categories are extremely broad, and suppliers should have the discretion to make an assessment on whether any additional checks are required based on the circumstances of each individual case. The guidance should therefore revert to the language used in the Voluntary Code as agreed.</p>
<p>6. Ability to Pay</p> <p>6.4. Suppliers must ensure that any alternative actions taken to recover debt (including bailiffs, CCJs) in instances where a PPM is not suitable for the household remain fair, reasonable and proportionate for the customer’s circumstances and level of debt owed.</p>	<p>This clause should be removed. Ofgem should not restrict alternative debt collection actions if a prepayment meter is not safe and reasonably practicable. If suppliers are pursuing a course of debt collection that is neither proportionate nor correct, then it will be dismissed by the Court. Ofgem should not seek to moderate a supplier’s wider legitimate legal rights in this area. We also note that Ofgem has not sought to consult on such matters via a full and proper policy consultation, in advance of making these proposals as part of a statutory consultation.</p>
<p>7. Smart Meters</p> <p>7.1 Given the significant benefits to PPM customers, suppliers should install smart meters by default when installing under warrant.</p> <p>7.2 Suppliers must ensure they adhere to Smart Metering obligations in relation to installation of smart meters under warrant, and any other relevant codes or guidance.</p>	<p>EDF strongly oppose Ofgem’s decision to only include ‘Smart meter as default’ in the guidance. Due to the benefits of a smart meter particularly in terms of aftercare, there should be an explicit and clear obligation set out in the Supply Licence that suppliers install a smart meter in the case of an involuntary prepayment installation, unless it is technically infeasible.</p>
<p>10.2 Following an Involuntary PPM, the supplier must ... Where a consumer</p>	<p>A change has been made from the Voluntary Code where a supplier must replace a PPMID if it is ‘faulty’</p>

<p>relies on PPMID for top up, the supplier must make sure to offer a replacement or to repair if the PPMID breaks</p>	<p>to requiring a supplier to replace a PPMID if it 'breaks'. This would cover a wider range of circumstances i.e. customer as well as supplier fault and goes further than what suppliers agreed.</p> <p>We do not support this change as suppliers obligations in the Supply Licence only mandate us to replace an In-Home Display (SLC34.16, SLC40.16) if it is faulty and then only if the customer has taken '<i>all reasonable steps to keep the In-Home Display in good working order.</i>' Therefore Ofgem should revert to the agreed wording set out in the Voluntary Code.</p>
<p>11. Internal processes (After Involuntary PPM)</p> <p>11.1. All assessment documentation and audio/body camera recordings are to be retained for a minimum of five years.</p> <p>11.2. Retention period is to ensure evidence of practices if subject to investigative action and aligned with Electricity Act 1989 and Gas Act 1986 for penalty contravention time-period and requirement for production of documents.⁸⁹ This also allows customer confidence that complaints can be adequately assessed.</p>	<p>Ofgem has made a change to the Voluntary Code that would obligate suppliers to retain assessments and audio/ body camera recordings for five rather than two years. The additional cost to suppliers to make this change and store this data will be significant. We estimate it would be in the region of I [REDACTED] provider.</p> <p>It is unclear what the benefit would be to customers if suppliers retained this data for a longer period. If a customer is dissatisfied with the Involuntary Prepayment meter, and the actions of the installers at a site visit, it is likely that they will complain soon after the event, certainly not more than 2 years later. It is, therefore, difficult to justify retaining this data from a GDPR perspective.</p> <p>Other obligations to retain information set out in the Supply Licence do not have such a lengthy retention period – for example it is deemed sufficient to only keep records of call recordings for sales contracts for two years (SLC25).</p>