

Consultation Response: Smart Meter Guaranteed Standards of Performance

General Regulatory Update

Q1: Do you agree the 2015 regulations should be updated to reflect the current metering landscape and explicitly mention smart meters?

Answer: We do not have a strong view on whether the regulations should be updated to explicitly mention smart meters, as in practice the industry already interprets them as being within scope. While greater clarity can be helpful, we believe the priority should be on ensuring the practical application of standards is fair and workable for all parties, regardless of meter type.

If terminology updates are made, they should be concise and not introduce unintended complexity or re-interpretation of existing obligations.

Q2: If yes, what areas of the 2015 regulations do you consider should be updated to reflect that they apply to smart metering?

Answer: Should the decision be made to update the regulations, the changes should focus on providing clarity rather than altering the scope or intent of the existing obligations. Specifically, any general definitions—such as “meter” or “fault”—could be expanded to explicitly include smart metering systems (e.g. SMETS1/2) and associated infrastructure like communication hubs and In-Home Displays.

However, any updates should avoid overcomplicating the regulations or inadvertently shifting responsibilities between suppliers, meter operators, and other parties.

Smart Meter Installation Appointment Availability

Q3: Do you agree that a new standard to ensure requests for smart meter installation appointments are fulfilled within a set number of weeks is right for consumers?

Answer: Whilst it is agreed that offering availability within a six-week period is best practice and has been the industry standard period for booking appointments for several years, throughout this proposal the energy supplier is mentioned, but make no mistake these costs will be passed on to the meter operators and field force teams providing the engineering services. As a meter operator, we would be concerned that consumers who decide not to take an appointment offered would try to claim no availability. This then becomes an issue on where the responsibility for proving these would lie. Similarly, in situations where an API or any mechanism is used between

meter operator and supplier to provide availability slots fails on the supplier side without the meter operator knowing.

Q4: Do you agree that six weeks is an achievable timeframe to meet?

Answer: As previously mentioned, a six-week period is the current period we work toward. However, in cases where a supplier has a customer or low customer volume in an area (for example Scottish Islands) where there might not be permanent resource, additional planning would need to be made between the supplier and meter operator. This process has become more fragmented over the course of the smart roll-out programme with more suppliers creating internal meter operator businesses. This results in traditional meter operators working as field forces in select regions, and for each supplier we are required to use their own internal systems. Where we would have previously been able to have resource covering multiple contracts, it has now become increasingly difficult to do so. 3.12 in the document suggests energy suppliers retain resource and allow for redeployment of mobile engineering teams. Meter operators do not have engineers available on standby. Engineers also want to earn as much as possible through installation, performance and H/S related bonuses.

Q5: Do you agree this should apply to new/first-time smart meter appointments only?

Answer: We believe that if this is implemented, then this should only apply to first-time appointments.

Q6: Do you agree that this should only apply in cases where a consumer is technically eligible to have a smart meter installed, and what do you consider those cases to be?

Answer: We agree that this should only apply to technically eligible customers – for ease this would be a traditional customer in a known area where WAN coverage is confirmed.

Q7: Are there any other exemptions that should be considered with this standard?

Answer: This should only apply to customers having their first appointment who have not previously cancelled or aborted the installation.

Q8: Do you agree a consumer could receive this compensation every six weeks should a supplier not be able to offer an appointment in that timeframe?

Answer: We do not believe offering this compensation every 6 weeks is fair based on the potential for administration of this process.

Q9: Are there any other factors not clearly outlined you think need to be considered?

Answer: It sits with the supplier the majority of the time to communicate with consumers although as a meter operator we do this on occasion. There is a concern that it will be impossible for us to prove if a supplier is failing to provide appointment options to consumers based on the availability we provide, especially if they pass on these charges for all failures.

Smart Meter Installation Failures

Q10: Do you agree a new standard to ensure consumers receive compensation for failed smart meter installations, where the failure is within a supplier's control, is right for the consumer?

Answer: We recommend that there is the need for a clear and comprehensive definition of 'within energy suppliers' control'. This is crucial to avoid ambiguity and ensure fair application of the standards.

Considering we do not pre-survey meter installations, this limitation underscores the importance of carefully defining the boundaries of 'within energy suppliers' control'. It's essential to avoid unfairly penalising suppliers (and subsequently MOPs) for issues largely unavoidable without such surveys. Therefore, we believe this definition should include:

- Instances where appointments are aborted due to engineers running out of necessary consumables, fundamentally a matter of planning.
- Appointments failed due to an engineer lacking required skills or training, highlighting adequate planning.

However, it should explicitly exclude situations where installations are impeded by:

- The meter operator not being informed timely of specific skill requirements.
- Pre-existing non-standard installations (e.g., imperial fittings).
- Shared supply arrangements.
- Disputed DNO service termination issues.
- Non-apparent access restrictions (e.g., locked outbuildings).

Q11: Are there any scenarios within an energy supplier's control leading to failed smart meter installations that have not been covered?

Answer: We do not believe so at this stage.

Q12: Do you agree this should be applicable to both first-time and replacement smart meter appointments?

Answer: First time only.

Q13: Do you agree there should be no restrictions on the number of times a consumer could receive this compensation?

Answer: There should be restrictions on the number of times compensation can be given.

Q14: Are there any other factors not clearly outlined you think need to be considered?

Answer: Not at this time.

Investigating Smart Meter Operational Issues

Q15: Do you agree that this standard would support customers with suspected problems with their smart meters, and IHDs?

Answer: Yes, as the MOP this is how we currently try to operate with our clients in responding to and resolving issues as quickly as possible. This does become more challenging in having separate operational processes per energy supplier so standardising sounds positive.

Q16: Do you agree the best approach is to expand on existing standards?

Answer: We believe this is reasonable.

Q17: Are there any other factors not clearly outlined you think need to be considered?

Answer: One important factor is the complexity of diagnosing smart meter issues remotely, particularly when symptoms do not necessarily indicate a fault with the meter itself.

In some cases, consumers may report issues to MOPS directly that are related to tariff configuration errors, supplier-side data mismatches, or device pairing problems—none of which can be resolved by the meter operator alone.

Where a MOP is working as a field force service provider only there is limited scope in what can be done other than attend site and complete the job specified.

Smart Meters Not Operating in Smart Mode

Q18: Do you agree a new standard to ensure consumers receive compensation for a smart meter that does not operate in smart mode, which is within a supplier's control to resolve, and has not been resolved, is right for consumers?

Answer: Yes

Q19: Do you agree with our initial views of "in scope" and "out of scope"?

Answer: Yes

Q20: Do you agree with our initial views on what constitutes a "smart meter" and "not operating in smart mode" for the purposes of this proposal only?

Answer: Yes

Q21: How do you consider "actions of another party" could be clearly defined for this proposal?

Answer: Action of another party should mean a third party not directly contracted with the supplier operating part of the smart metering infrastructure which is out of direct supplier control.

Q22: Do you agree that 90 days is an appropriate timeframe to resolve smart meters not operating in smart mode in the future?

Answer: Yes

Q23: Do you agree consumers should receive compensation for both gas and electricity meters if applicable?

Answer: We believe compensation should be applied to the site/property, not individual assets.

Q24: Do you agree that for each instance of an "in scope" smart meter not operating in smart mode, the consumer should receive another compensation payment if the meter remains not operating for 365 days, and for every other 365-day period thereafter?

Answer: Yes, this is reasonable

Q25: Are there any other factors you think need to be considered that have not been covered in this section for this proposal?

Answer: No

Non-Domestic Sector:

Q26: Do you agree that the proposals under consideration in this consultation are beneficial for non-domestic consumers?

Answer: Yes

Q27: Do you agree with the rationale and proposed scope (both in terms of business size, meter type and timeframes, where applicable) of the proposed Guaranteed Standards under consideration in the non-domestic sector?

Answer: Yes, we broadly agree with the rationale and the importance of including non-domestic consumers in the Guaranteed Standards framework. Businesses—especially SMEs—are heavily reliant on predictable energy services and billing accuracy, so ensuring timely installations and meter functionality is crucial.

However, the scope should be carefully balanced to reflect operational realities. For example:

- Including both SMETS and AMR meters is appropriate, but differences in technical characteristics and data flows may warrant separate timelines or expectations.
- The six-week installation offer may not always be suitable for non-domestic settings, where access arrangements or business operations dictate longer planning cycles. Greater flexibility should be allowed for consumer-specified future dates without penalising the supplier or installer.
- Applying standards to all Designated Premises is reasonable, but larger organisations with more complex metering setups should perhaps be subject to a tailored approach.

Q28: Across all the Guaranteed Standards, are there any other opportunities or risks with respect to the applicability of the proposed Guaranteed Standards to the non-domestic sector that we should consider?

Answer: We believe these are similar to the risks and opportunities in the domestic sector.

Opportunities:

- Encouraging better engagement between suppliers, MOPs and non-domestic consumers.
- Driving investment in more advanced scheduling tools, diagnostics, and proactive management. Also recognising this as more of a supplier requirement now with the supplier/mop relationship evolution previously discussed.
- Standardising consumer expectations across sectors.

Risks:

- Disproportionate financial liability on meter operators, especially where failures are caused by supplier-side systems or processes.
- Operational complexity for non-domestic sites (e.g. high security premises, plant closures, seasonal businesses) may make uniform timeframes impractical.
- Misattribution of fault, especially in environments where access, site readiness, or third-party system integrations complicate installation success or communications.

We want it understood that mitigating these risks requires clear definitions of “supplier control,” shared accountability across parties, and robust dispute management mechanisms.

Q29: If you agree that the Guaranteed Standards under consideration in their present form should be applicable to the non-domestic sector, do you have any suggestions to tailor or alter the details and scope of the Guaranteed Standards to better suit the needs of non-domestic consumers?

Answer: We would like to suggest the following points for consideration:

- Tailored timeframes for specific sectors such as education, healthcare, and hospitality where installations must align with pre-planned downtimes.
- Grace periods for rescheduling due to business operational needs without triggering compensation liabilities.
- Collaborative pre-assessment: A joint pre-installation risk review (virtual or physical) between suppliers, MOPs and consumers should be encouraged to reduce aborted installs.
- Compensation at site level rather than per asset (meter), to reflect the commercial reality of how businesses view energy metering.
- Exception handling criteria for cases where third-party actions, unplanned site access issues, or DNO constraints cause failures.

These changes would help ensure the Guaranteed Standards are meaningful without being overly punitive or unworkable in complex non-domestic environments. The concern still remains as to how this works practically and fairly.

Q30: Do you agree that the compensation amount for the Guaranteed Standards under consideration could be further tailored to the non-domestic sector?

Answer: Generally, no, but we do recognise that larger organisations with more complex metering setups should perhaps be subject to a tailored approach.

Q31: Which (if any) of the proposed options (Option 1 and Option 2) do you agree with for determining the compensation amounts for non-domestic consumers?

Answer: We prefer a standard amount of £40 across both domestic and non-domestic.

Q32: Do you have any other considerations to determine the compensation amount for non-domestic consumers?

Answer: No