

Graeme Kelly
Smart Metering
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Dear Graeme,

SMART METER GUARANTEED STANDARDS: SUPPLIER GUARANTEED STANDARDS OF PERFORMANCE

I am writing in response to your policy consultation of 28 March 2025 on your proposal to introduce specific Guaranteed Standards of Performance (GSoP) for smart meters. Ofgem is proposing to introduce four new standards covering: installation appointments, installation “failures”, investigations and communication.

We remain committed to providing the best possible service to our customers, including in relation to smart metering, and recognise the importance of ensuring they have fully functional smart meters in their properties so they can experience the full benefits this technology can offer. We are equally committed to playing our part in completing the smart meter rollout and have invested, and continue to invest, significantly in delivering smart meter appointments, to install fully functioning devices, while also responding to customer queries about their meters.

We fully support Ofgem’s vision of a GSoP framework that remains contemporary and, with around two-thirds of all consumers now having smart meters, we also recognise how important it is that the GSoP framework extends to areas particular to smart metering. However, it is important that any changes Ofgem makes to the GSoP are made in a manner that:

- avoids duplication with existing GSoPs such that a customer would be compensated more than once under different GSoPs for the same failure by their supplier;
- applies only to issues that are within the supplier’s control, recognising that there are a number of issues relating to smart meters that are outside of suppliers’ control including issues requiring the action of third parties such as the DCC for resolution;
- has exemptions and exceptions that are clearly defined and are straightforward to apply, to ensure consumers and other relevant stakeholders understand when and under what circumstances the GSoP apply;
- does not create circumstances whereby suppliers would be incentivised to prioritise specific consumers to the detriment of other consumers; and

- does not create opportunities for gaming by customers which could undermine the benefits of the GSoP and the reputation of the market.

We have set out our views in more detail in response to the consultation questions in Annex 1. We think that in a number of cases the existing GSoPs already cover the areas the proposed GSoPs are aimed at. There is therefore a strong argument for amending the existing framework to clarify how it applies to issues specific to smart metering rather than introducing new GSoPs.

We would highlight the following points which we believe Ofgem has not considered in detail in its consultation and which we think it is important to address, to ensure consumers get as positive an experience in relation to smart meters as is possible:

- We would encourage Ofgem to consider options to place greater responsibility on parties other than suppliers who are responsible for many of the issues facing consumers in relation to smart metering. For example, whether there is an opportunity to place greater responsibility and accountability on the DCC to improve consumer's experience of meter installation, operation and communication.
- We also consider it will be important for consumers, and relevant third parties, to understand clearly what the new or amended GSoP apply to. Given the focus on smart metering in the market, we think this is important to avoid creating consumer expectation of compensation for issues that fall out of scope of the regulations or fall under an exemption.
- In addition to exemptions for each standard, we consider there to be a need for consideration of exceptions to take account of circumstances that would not normally fall under a standard exemption, but where exceptional circumstances mean it would be unreasonable to expect a supplier to compensate a customer. This would be consistent with the approach within the existing 2015 regulations for similar situations.

We have responded separately to your Request for Information on this same subject.

We would, of course, also be happy to discuss with you any element of this response.

Yours sincerely,



Richard Sweet
Director of Regulatory Policy

**SMART METER GUARANTEED STANDARDS: SUPPLIER GUARANTEED STANDARDS
OF PERFORMANCE – SCOTTISHPOWER RESPONSE**

Clarification of Regulations

Question 1. Do you agree the 2015 regulations should be updated to reflect the current metering landscape and explicitly mention smart meters?

Question 2. If yes, what areas of the 2015 regulations do you consider should be updated to reflect that they apply to smart metering?

In response to both Questions 1 and 2.

We fully support Ofgem's vision of a GSoP framework that remains contemporary. Therefore, with around two-thirds of all consumers now having smart meters, we recognise the importance of reviewing the GSoP framework to ensure it is applicable to any areas particular to smart metering. We therefore agree with Ofgem that it may be appropriate to introduce reference to smart meters within the GSoP legislation which would support amendments to the GSoP framework to reflect specific issues relating to smart meters.

Ofgem also notes it would like to explore whether any of the 2015 regulations should be updated to ensure it is clear how they relate to smart meters. As Ofgem will see from our consultation response, in most cases, we think this may be the right approach to updating the GSoP rather than introducing completely new 'Smart Meter' GSoPs. This is because, in a number of cases, we consider the existing GSoPs already cover the failure Ofgem is aiming to compensate consumers for, notably installation appointments and issues with meters. Therefore, if it chooses to introduce new GSoPs, Ofgem will also need to amend the existing GSoPs to ensure suppliers are not paying consumers more than once for the same failure. We think therefore that there is a strong argument to focus on assessing whether any amendments to the existing GSoPs are needed to ensure it is clear how they apply in the context of smart meters.

Smart Meter Installation Appointment Availability

Question 3. 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?

While the principle of requiring smart meter installation appointments to be offered within a fixed number of weeks is not unreasonable, we think there are a number of points that need to be addressed to ensure the introduction of any such standard is done in a manner that is fair to all consumers and suppliers, including in relation to interactions with the 2015 Regulations and required exemptions and exceptions. In particular, we would note the following:

- As Ofgem notes, the existing Regulation 3 already requires that where a customer requests a visit "in connection with activities that the supplier is required or authorised to carry out under its licence" the supplier is required to offer an appointment "within a reasonable time". Therefore, if Ofgem were to introduce a new GSoP specifically for smart meter installation appointments, these appointments would need to be excluded from the 2015 regulations to avoid suppliers paying consumers more than once for the same failure.

We think there may be a reasonable argument to amend the existing Regulation 3 rather than introduce a new GSoP.

- If introduced either as a new GSoP or a specific amendment to the existing Regulation 3, we agree that exemptions will be needed including to cover issues outside of a supplier's control including technical eligibility and consumer requests and we provide views on these in response to other questions in this section.
- It is also important that the exemptions for any new or amended measures take account of the risk of gaming by customers, which could otherwise open suppliers up to unreasonable and/or vexatious claims, not only adding to the existing regulatory burden but increasing costs for all consumers and suppliers in managing such claims. This would include ensuring that exemptions cover circumstances where the customer requests an appointment in a particular timescale, including rearranging an existing one.
- Alongside these standard exemptions, we consider there is a need for other exceptions to be in place to cover scenarios that may be less standard and therefore harder to include in a standard exemption from the scope of the GSoP. This could include:
 - Ensuring that circumstances are not created whereby suppliers could be incentivised to prioritise offering an appointment for a first-time smart meter installation over another request for a metering appointment that does not relate to a first time smart meter installation.
 - While we recognise Ofgem's view that the new GSoP would incentivise suppliers to maintain a minimum number of installers in different regions or redeploy installer resource to service demand, we think that further consideration needs to be given to how the framework would work in exceptional circumstances where suppliers may have to make decisions to prioritise certain metering appointments over others. This might arise, for example, due to difficulties associated with remote geographies, the national shortage of qualified installers (in particular in certain geographical areas) or the need to redeploy resources for particular purposes (like the shutdown of the Radio Teleswitch signal) which can result in priority allocation of resources for short periods of time to protect customers' best interests.

We think consideration of such exceptional circumstances is not inconsistent with the existing GSoP framework where Regulation 9 includes provision for taking account of circumstances of an exceptional nature.

Question 4. Do you agree that six weeks is an achievable timeframe to meet?

For the reasons that we have set out in our answer to Question 3, we agree that six weeks would, in normal circumstances, be a sufficient window to offer a first time smart meter installation. However, any GSoP would need to include exemptions and exceptions to ensure the framework does not create circumstances whereby suppliers may be incentivised to prioritise some metering appointments over others, which in the absence of the specific smart meter installation GSoP, they would otherwise not do.

Question 5. Do you agree this should apply to new/first time smart meter appointments only?

Yes, we agree that any GSoP specific to smart meter installation appointments (whether new or amendments of existing GSoPs) must apply only first time smart meter appointments from a given customer. This will be necessary to avoid the considerable risk of gaming, whereby a

customer requests an appointment in the hope the supplier will fail to meet the six-week standard, then cancels and tries again and again. We set out more detail in our response to Question 8 on why we consider the definition of a first-time appointment to be very important in the context of a framework that allows for consumers to be eligible for GSoP in this context more than once. This includes circumstances where consumers are offered appointments but refuse them, or cancel or do not allow access for previously booked appointments.

From our consideration of this proposed GSoP, the determination of what constitutes a new or first time smart meter appointment could be quite complex, particularly in cases where the first appointment that is offered by the supplier and accepted by the customer does not take place. We set out below some scenarios that may support consideration of how the GSoP could be applied in a manner that avoids creating opportunity for gaming by suppliers or consumers. In each case, the customer has been offered and accepted an initial appointment for a new or first time smart meter installation, which may have been eligible for a GSoP payment.

Scenario – outcome of initial appointment	Eligibility of next appointment under the GSoP for offering appointments
Customer cancels appointment and a new appointment is requested	No, as the customer has cancelled the appointment, the next appointment is not considered a first time smart meter installation appointment for the purposes of this GSoP.
Supplier cancels appointment and a new appointment is requested	Yes, as the supplier has cancelled the appointment, the next appointment should remain considered a first time smart meter installation appointment for the purposes of this GSoP.
The appointment does not result in a meter installation and a further appointment is required to complete the installation.	Yes, we consider the next appointment in this case should remain considered a first time smart meter installation appointment for the purposes of this GSoP.

Also, the definition of a “first-time” or “new” smart meter installation for any potential standard should be consistent with established precedent and be based on the replacement of a traditional meter with a smart meter; and not, for instance, a customer’s first new smart meter with a particular supplier.

Question 6. 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?

Yes, we agree that if such a GSoP is introduced, it should apply only where a customer’s property is technically ‘eligible’ for a smart meter. It would clearly be inappropriate for suppliers to compensate customers for being unable to offer an appointment where no smart meter could be installed.

The numbers of customers and properties across GB that are still technically ineligible for a smart meter is low, but the relatively limited set of circumstances resulting in technical ineligibility should include technical limitations in the DCC’s communications network, inaccessible meters (either permanently inaccessible, or where accessibility requires action by a third party such as the GDN, DNO or the customer’s joiner) and issues with DNO or GDN assets. We would support the development of an industry-led definition of technical eligibility for a smart meter, which may be revised over time if needed.

Question 7. Are there any other exemptions that should be considered with this standard?

Clearly, there will be many circumstances that prevent fulfilment of appointments and many of these will be outside the supplier's control and so should be exempted.

In addition, as we have noted in response to Question 3, we consider there to be a need to take account of exceptional circumstances via an exceptions process to ensure the GSoP framework does not create the potential for unintended consequences for consumers. As we have noted this would include ensuring that situations are not created whereby suppliers are incentivised to prioritise offering an appointment for a first-time smart meter installation over another request for a metering appointment that does not relate to a first time smart meter installation (and which could be a priority installation).

While we recognise Ofgem's view that the new GSoP would incentivise suppliers to maintain a minimum number of installers in different regions or redeploy mobile installers quickly to service demand, we think that further consideration needs to be given to how the framework would work in certain exceptional circumstances. For example, where suppliers have to make decisions to prioritise certain metering appointments over others due to difficulties associated with remote geographies, the national shortage of qualified installers (in particular in certain geographical areas) or the need to redeploy resources for particular purposes (like the shutdown of the Radio Teleswitch signal), which can result in priority allocation of resources for short periods of time to protect customers' best interests.

Question 8. Do you agree a consumer could receive this compensation every six weeks should a supplier not be able to offer an appointment in that time frame?

We generally agree with Ofgem that, subject to the agreed exemptions and exceptions we have highlighted, a consumer should continue to be eligible for compensation where a supplier continues to fail to offer an appointment within six weeks. However, we think there are some key points that will need to be considered to ensure there is no opportunity for gaming. In particular:

- Where a supplier offers an appointment outside of the six week period and the customer does not accept, then we do not consider that it is reasonable that the consumer becomes eligible for another GSoP payment on expiration of the initial six weeks as this will simply create an incentive for consumers to not accept appointments. One way to mitigate this, would be to ensure the definition of a first time appointment excludes circumstances where a consumer has been offered an appointment and refused it.
- Exemptions will also need to take account of circumstances where a customer is offered an appointment within six weeks, and either refuses it, cancels it or does not allow access, and then subsequently requests another appointment. In these circumstances, again we think it is important that this is excluded from the definition of a first time appointment.

Question 9. Are there any other factors not clearly outlined you think need to be considered?

It is an essential feature of any guaranteed standard that it is clear and unambiguous in its application. It must clearly set out where and what exemptions apply, and where there are exceptional circumstances that also merit consideration, to ensure there are no unintended consequences of the GSoP framework for consumers in particular.

It is therefore important that in its assessment Ofgem considers the potential for such a framework to be designed, given the complexities we have outlined, in particular in relation to exceptions. If it is not possible to have clear exemptions and exceptions, then this needs to be considered in Ofgem's impact assessment given the potential risks we have highlighted.

It will also be important that the role of other actors is properly considered, especially regarding the demarcation of the roles played by the DCC, the DCC's service providers, and the DNOs. While we agree with Ofgem's proposals to create exemptions from the GS for issues relating to third parties that are outside suppliers' control, nonetheless these issues create a poor customer experience and we would welcome further consideration of tools Ofgem may have within its remit to improve customer experience in addition to considering these amendments to the GSoP framework.

Smart Meter Installation Failures

Question 10. 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?

We agree it is reasonable to expect suppliers to compensate customers for failed smart meter installations where such failures are within suppliers' control. However, we are not convinced that a new guaranteed standard is required, given both the scope of the existing regulations and the potential for such scope to be clarified if needed to confirm that it covers failures in smart meter installation appointments..

In particular, paragraph (9) of Regulation 3 of the existing 2015 regulation states the following in relation to appointments in general:

"In keeping the appointment in accordance with paragraph (8), the supplier must ensure that whoever represents it for that purpose possesses the necessary skills, experience and resources to fulfil the purpose of the appointment as the supplier reasonably understands it."

In paragraph 3.19 of this consultation, Ofgem sets out some scenarios that it considers lead to failed installations and that are within the control of suppliers:

- Installer did not have the correct meter/asset equipment
- Installer did not have the correct safety equipment
- Installer did not have the correct tools
- Installer did not have the correct skills to complete the installation.

As Ofgem appears to consider the need for a new GS for smart meter installation failure, it suggests that it considers the existing framework does not cover all reasons that a smart meter installation may fail that are within a supplier's control. In our view the existing regulations do cover all of the reasons, and therefore as we note above, we are not convinced there is a need for a new GSoP. If Ofgem is to introduce a new GSoP, then it will need to amend the existing GSoP to ensure suppliers are not required to make more than one payment to consumers for the same failure.

In addition, if a new GSoP is introduced, then we consider additional exemptions will need to be in place to cover circumstances where there may be debate as to the reason and responsibility for an appointment to fail. For example, we consider circumstances outside a supplier's control would include where an installer cannot commission a meter because of poor/intermittent WAN signal. This is an especially important consideration for our prepayment

customers, and the installer may have no choice but to abandon the installation to protect the consumer from disconnecting. We think this would be outside the supplier's control; however, experience of dealing with the DCC and its service providers leads us to doubt they would accept that such installation failures were a result of the shortcomings of their network. Therefore, with so many parties involved in delivering the WAN signal, we would like Ofgem to clarify its expectations here: eg apart from reviewing the existing supplier regulations, are there opportunities to introduce similar measures to incentivise the DCC to improve its service to support a better consumer experience. For example, by including such provisions within the DCC licence?

Question 11. Are there any scenarios within an energy suppliers' control leading to failed smart meter installations that have not been covered?

As we note in our response to Question 10, we consider Ofgem's scenarios cover the reasons within a supplier's control that could lead to the failure of a smart meter installation. We would however again highlight that we consider these scenarios are all covered by the existing 2015 regulations via paragraph (9) of Regulation 3.

Question 12. Do you agree this should be applicable to both first time and replacement smart meter appointments?

Yes, we agree that a consumer should expect compensation where a smart meter installation appointment fails, whether it be a first time or replacement appointment. As we have noted in response to other questions, we consider the existing 2015 regulations cover all appointments, including new and replacement smart meter installation and therefore we are not convinced of the need for a new GSoP.

Question 13. Do you agree there should be no restrictions on the number of times a consumer could receive this compensation?

We broadly agree that there should be no restrictions on the number of times a consumer receives compensation, though we would reiterate the need for clarity around what is within a supplier's control; this applies equally whether new standards are introduced or the existing standards are updated.

Question 14. Are there any other factors not clearly outlined you think need to be considered?

We would merely reiterate our concern that a new GSoP for installation appointments/failures would duplicate the existing framework. In all likelihood, therefore, it would lead to double jeopardy, unless the existing standards were altered to clarify that they did not apply to smart metering installations. For the avoidance of doubt, we would not support such an approach as we think it would lead to expectations that the requirements for smart metering installations are different to those for other metering appointments, which we are not convinced would be the case here.

Investigating Smart Meter Operational Issues

Question 15. Do you agree that this standard would support customers with suspected problems with their smart meters, and IHDs?

Yes, we agree that the proposed standard would support customers with "*suspected problems*" with their smart meter and IHDs, in the same manner as the existing GSoP supports

customers with suspected problems with the accuracy of meters, notwithstanding our points in respect to obligations relating to operations of IHDs set out in our response to Question 16.

Question 16. Do you agree the best approach is to expand on the existing “Faulty meter” and “Faulty prepayment meter” standards?

Broadly speaking, we would prefer the expansion of existing standards to the creation of new ones.

More significantly, however, we need to be clear that our obligations regarding IHDs, are limited to the twelve months following their provision (notwithstanding our undertakings with respect to the ‘IHD Principles’), and so any such standard must be subject to the same limitation. Otherwise, we would have no choice but to revisit those elements of our commercial arrangements with IHD manufacturers that relate to product guarantees, which would likely be at a significant cost, that would then also be made manifest in the outturn costs of the SMIP and require SMNCC-type provision in the tariff cap.

Question 17. Are there any other factors not clearly outlined you think need to be considered?

Nothing further at this time.

Smart Meters Not Operating in Smart Mode

Question 18. 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?

As a supplier, we endeavour to maintain a functional and optimal estate of smart meters (and meters generally), both to deliver the best experience for our customers and to support our successful operation. We therefore think it is reasonable that our customers should expect their smart meters to operate as intended and we would not object, in principle, to the future application of such a standard.

We note that Ofgem considers that existing smart meters not operating in smart mode would be included in this new GSoP and that suppliers will have had time to prepare resolutions to these meters. We think this means that Ofgem intends that, at the point the new GSoP comes into effect, suppliers would need to assess how long a smart meter had not been operating in smart mode and make a payment to the consumer if it was longer than the time period set out in the regulations, subject to the relevant exemptions. Such an approach would require suppliers to compensate customers for not meeting standards during a historical period when the relevant standards were not in place. We do not agree that this is a reasonable approach for Ofgem to take, notwithstanding that we agree that suppliers should be working to resolve non-communicating meters in reasonable timescales prior to this point. Instead, and consistent with the approach previously taken by Ofgem in introducing new GSoP, we consider that non-communicating meters should only start to be considered eligible for this GSoP from the point the GSoP is introduced. If Ofgem were to apply new standards to historic actions this would set a worrying precedent for investors and participants in the energy market, and, if Ofgem is considering a retrospective approach to applying this particular GSoP, then we would welcome clarity regarding what legislative provision it seeks to rely upon in order to do so.

Further, while there are clearly issues with smart metering communications, which we believe to be largely behind the development of these proposals, we would note that such issues

would more properly be addressed by the licence holder responsible for the communications network, ie the DCC. Yet, other than obscure references to third parties, the DCC is notably absent from the discussion. We believe that the path to reducing and eliminating non-communication in smart meters is through ensuring that all participants in the smart metering ecosystem play their full part in making smart meters, and their supporting infrastructure, work consistently and effectively, and in the manner intended. If that requires the extension of some form of GSoP principles to ‘other licence holders’, then we would welcome consideration by Ofgem of how this could be achieved.

Question 19. Do you agree with our initial views of “in scope” and “out of scope”?

Ofgem sets out in paragraph 3.57 the initial proposed view of “in scope” and “out of scope” as:

- *“out of scope” - a smart meter that is not operating in smart mode where the action of another party, other than the respective energy supplier, is required to provide a resolution, or the consumer has agreed the smart meter to not operate in smart mode, or there is no solution available from any party that will resolve the issue.*
- *“in scope” - a smart meter not operating in smart mode where there is no action of another party, other than the respective energy supplier, required to provide a resolution, the consumer has not agreed the smart meter to not operate in smart mode, and there is a solution that will resolve the issue.*

We are generally in agreement with Ofgem’s proposed definitions as we think they will ensure that suppliers are not making payments to consumers for issues that they cannot control. There are a couple of areas that we think Ofgem needs to consider either within the definition of in and out of scope, or within exemptions. These are:

- We agree with Ofgem that the scope should be limited to the customer’s actual smart metering system, using the definition established in the energy supply licences and the smart meter rollout, and that it should not include IHDs (whoever the provider).
- While we accept that non-operating smart meters should, in principle, be within the ambit of the GSoP, we are of the view that any dormant SMETS1 device that has been gained from another supplier should be classed as being out of scope. This is because, with the 4G refresh looming, the replacement of such devices already forms part of our upgrade plans, and we think it would be unreasonable, in the interim, to expect suppliers to compensate customers for their previous suppliers’ deficiencies, or for failing to take an action that would have conflicted with its existing obligation to achieve its installation targets that year.

Question 20. 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?

We would consider it essential that the definitions of a “smart meter” and of “non-communication” (“not operating in smart mode”) for the purposes of any potential standard of this kind be clear and appropriate. We would make the following points:

- We would not object in principle to the inclusion of SMETS1 and SMETS2 meters in a definition of a smart meter in this context. However, we believe that unenrolled SMETS1 meters should be specifically excluded from such a definition, as their communication status is inherently unresolvable.
- As noted in our response to Question 19, we consider IHDs should be excluded from the definition of a smart meter.

Question 21. How do you consider “actions of another party” could be clearly defined for this proposal?

We consider it essential that the definition of the scope of responsibility for any non-communication in any potential standard of this kind should be clearly defined and appropriate. In our view, it is reasonable that such scope should be limited to causes and solutions which are solely within the supplier’s direct control and which do not require action from “another party”. We are open-minded on the exact form of that limitation. However, we believe the definition of “another party” should specifically include the DCC, including potentially by naming it directly, given the pivotal role which the DCC plays in the smart meter communications infrastructure.

We also recognise that there will be circumstances that requires action by the customer to resolve the issue and that suppliers should not be obliged to make a GSoP payment where the customer fails to take the required action, These could be included as out of scope, however it may be more appropriate to include these as reasonable exceptions rather than out of scope. We consider this to be consistent with the approach taken in the existing 2015 regulations where Regulation 9 includes provision for similar such situations.

Question 22. Do you agree that 90 days is an appropriate timeframe to resolve smart meters not operating in smart mode in the future?

In our assessment, a time period of 90 consecutive calendar days for such a Guaranteed Standard could be reasonable, provided that the standard is drafted carefully to ensure it covers only non-communication causes and solutions which are solely within the supplier’s direct control.

In that scenario, it would be incumbent on all stakeholders, including Ofgem, to support consumers in understanding that the standard would not apply to all cases of smart meter non-communication, which is likely to be a common impression. At the same time, third parties involved in delivering the smart meter infrastructure (in particular, the DCC) should take responsibility for their part in cases of smart meter non-communication and undertake the work necessary, in collaboration with suppliers, to resolve those underlying issues.

In our view, it is essential to define the starting point for the time period. We do not believe that it would be reasonable for the time period to begin at the point at which a potential issue arises, because the supplier and/or the customer may not have knowledge of the issue at that time. Instead, we believe that the period should begin at the point where the supplier becomes aware of the non-communication (whether by means of its own discovery or following engagement from the customer). In practical terms, we would think this would best follow the accepted DESNZ definition, which would be 35 days following first indication of non-communication.

Question 23. Do you agree consumers should receive compensation for both gas and electricity meters if applicable?

While other GSoP may apply at a customer level, on the basis that it covers appointments and those appointments may cover a dual fuel installation, we consider it reasonable for the purposes of a GSoP on operating smart meters to apply at a fuel level. However, we think that in practice it is very unlikely that an issue affecting both meters would be within the supplier’s control, so would almost certainly fall under an exemption for at least one if not both of the fuels.

Question 24. 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?

We broadly agree that it would be reasonable for a customer, with an in-scope meter, to receive a further compensation payment if the meter remains not operating for 365 days and, indeed, for every other 365-day period thereafter, subject to the normal exceptions.

As we suggest in our response to Question 18, we would welcome consideration of what routes Ofgem could have to place greater responsibility and obligations on third parties to support quicker resolution of meter communication issues, and whether there is a route for compensation to be paid to consumers that is from the responsible third party.

Question 25. Are there any other factors you think need to be considered that have not been covered in this section for this proposal?

We have no other factors to raise at this point.

Non-Domestic Nuances and Proposed Scope of Guaranteed Standards

Question 26. Do you agree that the proposals under consideration in this consultation are beneficial for non-domestic consumers?

Yes, we agree that the proposals under consideration would be beneficial to non-domestic consumers. We are however concerned that Ofgem appears to be considering applying the GSoP in a manner that would provide greater benefits or protections to non-domestic customers than would be provided to domestic customers. We do not agree that this should be the case, and in particular consider that if Ofgem is to apply the new GSoP to non-domestic customers, then appropriate exemptions must be in place to avoid creating an imbalance in the commercial relationship between suppliers and large commercial non-domestic customers in favour of the non-domestic customer.

Question 27. 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?

While we agree that the rationale and proposed scope seem reasonable, in principle, some care needs to be taken to ensure that the peculiarities of the non-domestic sector, whereby third parties appointed directly by the customer often take responsibility for the management of parts of AMR meters, rather than suppliers, are accounted for in any exemptions.

Question 28. 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?

To further explain the point made in our response to Question 27, we would highlight that third party service providers often play key roles in the ownership, delivery and operation of non-domestic customers' metering. As such, care needs to be taken to avoid facilitating any gaming of such arrangements by exploiting the supplier's role of metering provider of last resort.

Question 29. 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?

Ofgem notes (page 29) that schools may wish to schedule meter installation appointments during school holidays and says it is proposing that any final legal drafting in relation to this Standard would allow for circumstances where the customer has specifically chosen an appointment date further in advance. Many customers, whether domestic or non-domestic, will have preferred dates for appointments and we would expect suppliers to accommodate these preferences as far as possible. However, the requirement as currently stated is simply to offer *an* appointment within 6 weeks:

“If a consumer requests a first time/new smart meter installation appointment, the energy supplier must offer the consumer an appointment to take place within six weeks of the request being made, otherwise the consumer receives compensation.”

We think this formulation is correct, and we would be very concerned if Ofgem were to extend the definition of the standard to include an obligation to take into account customer choice or preferences for non-domestic customers. There is nothing to stop the supplier offering an appointment in 7 weeks’ time (say) by mutual agreement, but there shouldn’t be an obligation to do so. We remain of the view that the exemption proposed in paragraph 3.13, that “if a consumer specifically requested an appointment out with that time frame, they would not be applicable for compensation”, should apply to both domestic and non-domestic customers.

Non-Domestic Guaranteed Standard Compensation Value

Question 30. Do you agree that the compensation amount for the Guaranteed Standards under consideration could be further tailored to the non-domestic sector?

We do not necessarily agree with this analysis; in our experience domestic customers will often take a day off work, perhaps losing a holiday or worse, whereas non-domestic customers are only likely to be inconvenienced for an hour or so. If introduced for non-domestic customers, we consider the same compensation amount as provided to domestic customers is reasonable.

Question 31. 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?

As noted in our response to Question 30, we are not persuaded that non-domestic customers should receive greater automatic compensation under any existing or future Guaranteed Standards. On that basis, we do not support either of the proposed options to facilitate such additional compensation.

Question 32. Do you have any other considerations to determine the compensation amount for non-domestic consumers?

No, we have no other considerations to raise in this regard.

ScottishPower
May 2025