

## Smart meter Guaranteed Standards: Supplier Guaranteed Standards of Performance

### Calisen's Response

Q No	Question
Q1	Do you agree the 2015 regulations should be updated to reflect the current metering landscape and explicitly mention smart meters?
	Whilst we already apply the existing regulations to smart metering, we acknowledge that this may not be consistently applied across industry and therefore agree these should be updated to include smart metering.
Q2	If yes, what areas of the 2015 regulations do you consider should be updated to reflect that they apply to smart metering?
	N/A
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?
	<p>There are a number of considerations in relation to introducing a set number of weeks:</p> <ul style="list-style-type: none"> <li>• There is a risk that by setting a target on number of weeks suppliers and MEMs may restrict capacity and not create demand to utilise the true capacity to ensure a customer could book a free slot within the set window, therefore resulting in the total number of smart installations reducing</li> <li>• Whilst we acknowledge that consumers should be able to have a smart meter appointment within a timely manner, a more realistic target of 8-10 weeks should be set</li> <li>• We suggest that within the requirement it should be made clear that if the consumer does not agree to the first appointment offered or moves it within that pre-set time, this would not be subject to compensation payment</li> <li>• Clarification is required as to the expectations on how processes will work where a consumer is not able to book a slot within the window and how will would be evidenced to justify a GSoP payment</li> </ul> <p>We consider that suppliers and MEMs should be able to manage their appointment booking processes and capacity, introducing these requirements would unduly restrict this ability and may in fact result in a reduction in overall installation numbers.</p>
Q4	Do you agree that six weeks is an achievable timeframe to meet?

	As per question 3
Q5	Do you agree this should apply to new/first time smart meter appointments only?
	<p>We agree this should only be applicable to first time smart meter appointments or new appointments. Within the requirements should be included that if the consumer moves the appointment within that appointment window (from initial request date), the compensation should not be payable.</p> <p>It should be made clear to consumers, that this is the first time installation of the smart meter, not any subsequent appointments if issues do arrive. This should also not be 'first time for that tenant' in the event of a change of tenancy where a smart meter has already been installed at the property.</p>
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?
	<p>We suggest that further definition is needed to ensure all parties are aware of requirements and that this measure can then be consistently applied.</p> <p>One example is where there is no WAN and therefore a smart meter could not be installed and commissioned effectively, or where there is expected to be partial WAN which may impact the effectiveness of the connectivity</p> <p>Another example is instances where a HAN issue (distance) results in the gas meter not connecting, this can be outside of the suppliers / MEMs control.</p>
Q7	Are there any other exemptions that should be considered with this standard?
	As per question 6, but in addition, where issues arise which are outside of the supplier/MEMs control – these should be clearly determined and exempt from the requirements.
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 time frame?
	As per previous responses, particularly question 3, we do not agree with the six week proposal. We consider that if the purpose of this particular

	<p>Guaranteed Standard is to compensate a consumer for not meeting their request for a smart meter appointment, purely where the supplier or MEM cannot make the appointment due to say lack of installer capacity, then yes we agree. However this cannot be continually applied and the definition of when applicable, needs to be clear.</p> <p>Where the appointment date is moved by the consumer within the agreed time from first contact, this should not be payable.</p>
Q9	Are there any other factors not clearly outlined you think need to be considered?
	As per previous responses, there will be mitigating factors involved in the management and availability of appointments – where we can, we explain these to the consumer. We and suppliers should not be subject to financial penalties for issues outside of our control.
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?
	<p>We suggest that further definitions and examples are needed of what is deemed as 'within a supplier's control' and alignment to existing GSoP in relation to specified equipment (i.e. WAN available but no HAN for Gas). We suggest that potentially the existing standard could be expanded to include additional scenarios, as opposed to having a new standard.</p> <p>We also consider that there may be instances where actions are taken onsite but the smart meter installation is not completed at that time, but a follow up appointment is booked, which is agreed with the consumer – we consider that this should not be subject to a compensation payment.</p>
Q11	Are there any scenarios within an energy suppliers' control leading to failed smart meter installations that have not been covered?
	There may be a scenario where the existing metering installation has been removed, with a view to installing smart meter, but the consumer changes their mind and a traditional meter has to be re-installed. This should not be subject to GSoP compensation.
Q12	Do you agree this should be applicable to both first time and replacement smart meter appointments?
	We do not consider that this measure should cover replacement appointments. There may be legitimate reasons an installer may need to re-visit a site, which should not be subject to financial penalty. The potential impact to suppliers and MEMs could result in required actions or those 'above and beyond' to not be completed if there is a risk of

	financial penalty if an issue occurred on the follow up appointment. The issue created to request a second visit could have been caused by a different supplier or MEM.
Q13	Do you agree there should be no restrictions on the number of times a consumer could receive this compensation?
	We do not agree with this proposal. In the main, we consider that suppliers and MEMs will be taking all necessary actions to provide the consumer with a successful installation, the first time. There may be a very small number of times where all aspects at the installation cannot be fully undertaken, but this would be discussed with the consumer.
Q14	Are there any other factors not clearly outlined you think need to be considered?
	As per previous questions.
Q15	Do you agree that this standard would support customers with suspected problems with their smart meters, and IHDs?
	<p>We do not agree that introducing a GSoP would help consumers with their smart meter issues. In order to help mitigate this, there needs to be an industry wide approach to providing more information and training to front line Customer Services Advisors and more support and information to consumers online about what could be the problem with their smart meter or IHD.</p> <p>This needs to be completed before any GSoP is introduced on 'faulty meters or faulty prepayment meters' to ensure the risk of increased meter removals does not occur.</p> <p>We are supportive of the need for provision of more information to consumers, with easy to understand language and reasons why their devices may not be working. This could include some potential triage solutions they could try – this should also be training given to all front line staff and available online. This should be agreed by all industry parties and consumer groups.</p> <p>Furthermore, we do not agree that the Guaranteed Standards should include IHDs. These are already subject to separate obligations and voluntary replacement principles, which should provide consumers with offering devices and protections if they need replacing. The decisions around IHDs and use once the smart meter installation has been completed vary significantly across consumers and we consider that introducing compensation because of this, does not help increase consumer engagement with their IHD.</p>

	In addition, if IHDs are excluded from a later GSoP proposal, this should be consistently applied.
Q16	Do you agree the best approach is to expand on the existing “Faulty meter” and “Faulty prepayment meter” standards?
	We have consistently raised that smart meters not working in smart mode are not ‘faulty’; the overall level of faults with smart meters is low. The use of the term ‘faulty’ needs to be carefully managed to not incite unnecessary meter removals. The use of ‘faulty meters’ encourages behaviour which increases the volume of unnecessary meter removals which results in increased cost to industry that will ultimately be passed on to consumers.
Q17	Are there any other factors not clearly outlined you think need to be considered?
	We strongly contest the proposal that ‘within 5 working days of receiving the consumer’s notification, an initial assessment is completed and take appropriate action’. As previously mentioned without appropriate training and processes being introduced at suppliers/MEMs, there is a significant increase to the risk that meter removals increase, as booking a job to exchange the meter is an easy course of action. Calisen know that this happens currently – this could increase significantly with a financial imperative added. This would drive unnecessary cost into the smart programme, to suppliers and ultimately consumers, whilst increasing impact to the environment.
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?
	<p>We acknowledge that this area is complex and can be subjective however, suggest that further definitions are required in order to provide a view on this proposal. We also consider that suppliers and MEMs are taking actions and the volume of smart meters not operating as smart is reducing and this should be recognised, though there is more to do. We do not consider that financially penalising suppliers/MEMs is the way forward.</p> <p>We also strongly disagree that any proposals around smart meters not operating in smart mode should be retrospectively applied. Whilst it should be acknowledged the volume is reducing, applying compensation to 10% of smart meters will cost industry millions of pounds of undue costs and will not provide any intended benefit to consumers.</p>

	<p>Furthermore, the introduction of financial penalties around smart meters not operating as smart, increases the risk of unnecessary and premature meter removals, as quicker and cheaper action to remedy the situation may be to replace the meter, not try and resolve the issue. Whilst we acknowledge this risk is partially mitigated by premature removal charges to Meter Asset Providers, this would drive additional, unnecessary costs to the Programme, to suppliers and ultimately consumers.</p> <p>It should be acknowledged that with the advent of 4G network replacement activities, non-communicating devices, should be replaced and are likely to be prioritised anyway. Therefore it may not be the right time to introduce additional requirements.</p>
Q19	Do you agree with our initial views of “in scope” and “out of scope”?
	<p>As per question 18, further clarity is needed.</p> <p>SMETS1 needs careful consideration as there are a number of scenarios with meter operations.</p>
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?
	<p>We suggest that a consistent approach to defining smart meters operating in non-smart mode needs to be used. There cannot be one definition for just this policy as that will drive more confusion and lack of consistent application across industry.</p> <p>The decision needs to align with Ofgem’s views and RFIs, plus DCC reporting.</p>
Q21	How do you consider “actions of another party” could be clearly defined for this proposal?
	<p>We suggest clear definitions such as where DNO or DCC are responsible, should be reflected.</p>
Q22	Do you agree that 90 days is an appropriate timeframe to resolve smart meters not operating in smart mode in the future?
	<p>90 days in which to diagnose and resolve smart meters not operating in smart mode sounds reasonable in most geographies. However, if there are wider comms issues in relation to WAN coverage or HAN issues then the timeframe to resolve such issues could take longer and the energy supplier is not necessarily in control.</p>
Q23	Do you agree consumers should receive compensation for both gas and electricity meters if applicable?

	<p>We consider that compensation should not differentiate fuels however, highlight that the functionality of the electricity meter provides a great range of smart benefits, to the consumer but also to the electricity networks. We suggest that if applicable compensation should be at site level, not at meter / fuel level.</p>
Q24	<p>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?</p>
	<p>As per previous responses, this is a complex area and we do not consider that providing a consumer with compensation because their smart meter does not work in smart mode, fixes the issue.</p> <p>We do agree that suppliers/MEMs need to be taking consistent and proactive approaches to remedying meters which are not providing consumers smart benefits, but subjecting suppliers/MEMs to financial penalties will not help this.</p>
Q25	<p>Are there any other factors you think need to be considered that have not been covered in this section for this proposal?</p>
	<p>Having a differential between ‘in supplier control’ and ‘outside of supplier control’ presents enough difficulties in determining definitions, let alone trying to explain this to a consumer i.e. trying to explain that the connectivity of a comms hub within a particular area is due to lack of WAN, which is the responsibility of the network and DCC - is unlikely to make any sense and may result in making the situation worse or result in a complaint.</p>
Q26	<p>Do you agree that the proposals under consideration in this consultation are beneficial for non-domestic consumers?</p>
	<p>Whilst we are supportive of providing non-domestic consumers with a consistent service and fully operational smart meters, and the impacts to non-domestic consumers differ, we consider that including all non-domestic consumers and to AMR meters within GSoP should not progressed. The non-domestic market operates very differently to domestic and AMR meters do not operate in the same way, with a range of additional complexities, furthermore connectivity of meters cannot be measured in the same way as SMETS meters.</p> <p>We also suggest that if AMR meters are covered within the scope of this proposal and are progressed, could this set a precedent for future consideration of including AMR within all other smart meter obligations –</p>

	as this would call for a significant, industry wide review and change in approach, which we do not consider is necessary.
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?
	See Q26
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?
	See Q26
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?
	See Q26
Q30	Do you agree that the compensation amount for the Guaranteed Standards under consideration could be further tailored to the non-domestic sector?
	See Q26
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?
	See Q26
Q32	Do you have any other considerations to determine the compensation amount for non-domestic consumers?
	See Q26