

**CALVIN ASSET MANAGEMENT LIMITED  
CALVINCAPTIAL LIMITED  
METER FIT (NORTH WEST/EAST) LIMITED  
METER FIT 2 LIMITED  
METER FIT 3 LIMITED  
METER FIT ASSETS LIMITED**

**(Collectively known as Calvin Asset Management Limited – Calvin - for the purposes of this response)**

Calvin Asset Management Limited  
19 Spring Gardens  
Manchester  
M2 1FB

5<sup>TH</sup> May 2012

Paul Fuller  
Ofgem  
9 Millbank  
London  
SW1P 3GE

Dear Paul

**Draft criteria for authorising the disposal of electricity meters under Schedule 6, Paragraph 6, and Schedule 7, Paragraph 11 of the Electricity Act 1989.**

By way of introduction, since 2002 Calvin has been providing MAP and funding services to large suppliers in relation to the provision of domestic gas and electricity meters (smart and traditional) Pursuant to the agreements that Calvin has in place with the suppliers it procures meters (and associated kit) from the approved manufacturers, arranges delivery and where required funds the installation costs.

The suppliers appointed MOP/MAM is responsible for the installation and maintenance of the meters. Suppliers pay to Calvin an amortised meter provision charge over the life of the meters to recover its investment; this is usually levied on a pence per day basis.

CALVIN also has responsibility for providing MAP services including:

- managing the procurement and logistics process
- managing the manufacturers (including in relation to warranty claims)
- managing the invoicing process
- sending and receiving all data flows
- managing and maintaining portfolio records

Calvin, as one of the first commercial MAPs in the metering market understands what is required to navigate the challenges inherent in the evolving regulatory and market framework.

Yours sincerely

Kay Houghton

**Question 1 - Do you have any comments on the proposal to issue a general authorisation?**

Calvin agreed that it is sensible that OFGEM and the NMO to provide a uniformed approach to the matter of providing general authorisation to destroy a meter in the circumstances outlined in the consultation.

**Question 2 – Do you have any comments on the specific criteria for the proposed general authorisation set out in Annex 1? Please provide any evidence you have to support your comments if possible.**

N/A

**Question 3 – Do you have any other comments on the proposals set out in this letter?**

A Meter Asset Provider owns and rents the meters that are being removed and destroyed. As the asset owner the MAP would expect that the meter should be sent back to the MAP to destroy the meter and recover a where possible value for that meter that would otherwise incur stranding costs.

A commercial MAP would also need to keep records on their asset registers as up to date as possible and this interaction between Supplier and Asset Owner would ensure that rental is not charged for meters where the MAP does not know the meter has been removed.

Through our membership to the Community of Meter Asset Providers (CMAP) Calvin are working with OFGEM, DECC, code governance bodies and code administrators to achieve fair and appropriate access to meter asset provision (MAP) data. MAPs are seeking a direct input into discussions relating to their gas and electricity metering assets, rather than access via third parties such as energy suppliers/MAM's or MOP's

There are already a number of concerns that MAP's have in tracking their assets within current industry systems and through current industry data flows across both gas and electricity; current industry mechanisms are extremely challenging from an 'asset management' perspective. No part of the proposed Authorisation and Conditions places any emphasis or requirement on the supplier to inform the MAP of disposal of their metering asset.

In summary, as the funder of the asset Calvin would not want the supplier to dispose of our property. The act of interference by the end customer may lead us to pursue recompense from the supplier for the action of their customer. We would therefore require the meter be returned to the MAP upon expiration of an agreed period of time (and subject to no criminal proceedings) and the decision to dispose of the asset sits with the MAP as asset owner.