RETAIL ENERGY CODE

~~Unbilled Energy Code of Practice~~

Commented [JH1]: To be renamed - name to be determined at end of Solution Development

RETAIL ENERGY CODE

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RETAIL ENERGY CODE

SCHEDULE 8

Unbilled Energy Code of Practice

Version: 2.54 Effective Date: 23 August 2024

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Domestic Suppliers	Mandatory
Non-Domestic Suppliers	Mandatory
Gas Transporters	Mandatory
Distribution Network Operators	Mandatory
DCC	N/A
Metering Equipment Managers	N/A
Non-Party REC Service Users	N/A

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Version published for December 2020 industry consultation
0.2	N/A	Updated to reflect consultation responses – guidance (including non-published material) and references to non-REC obligations removed, will form separate guidance document.
0.3	N/A	Updated to reflect legal and other comments.
2.0	1 September 2021	Publication of final consolidated version
2.2	31 January 2022	R0012
2.3	4 November 2022	R0036
2.4	23 August 2024	R0121
2.5		R0187

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1 Introduction

1.1. This Code of Practice outlines the relationships between Network Parties and Energy Suppliers in respect of Energy Theft, and their obligations to identify and to resolve situations, by taking appropriate actions. It documents how these Parties should communicate with one another where Energy Theft is suspected and/or identified. It also specifies how unrecorded units of electricity and gas arising as a result of Energy Theft are to be assessed and how they should be recorded. See paragraphs 3 to 15 and 18.

1.2. The Code of Practice also describes how those Party shall deal with Occupiers who are identified as being Unregistered Consumers in order to ensure consistency of treatment by Network Parties, Suppliers, and their appointed agents. It sets out the minimum service standards that Network Parties and Suppliers require from their Revenue Protection Agents. See paragraphs 18 to 21.

1.3. The Code of Practice also deals with the process for reconciliation between the gas PPMIP and CDSP data sets with a view to identifying Unregistered Sites. See paragraphs 16 and 17.

1.4. The Code of Practice does not deal with:

(a) theft or fraud other than Energy Theft;

(b) the recovery of bad debts; or

(c) the abstraction of Energy beyond the point at which it is recorded for Settlement (either from networks that are not owned and operated by Network Parties or from a Consumer's Premises after it has been metered for Settlement), and such abstraction shall not constitute Energy Theft for the purpose of this Code of Practice.

i. Although it is does not constitute Energy Theft for the purpose of this Code of Practice, Network Parties and Energy Suppliers should provide advice and support to consumers who suspect or are experiencing theft of Energy beyond the point at which it is recorded for Settlement

Commented [PS2]: Agree - 3rd Party Theft discovered should be detailed with minimum requirements, advice to contact Police, Supplier/DNO, given there could be a safety issue.

Commented [RLC3]: Additional text for issue.1 along with details added as 10.6

1.5. The Code of Practice sets out:

(a) a number of obligations and minimum service standards that Parties are expected to meet in relation to: Communication between Parties where Energy Theft is suspected or confirmed;

(b) procedures for investigation where Energy Theft is suspected or confirmed;

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(c) procedures for site visits and gaining entry to Premises where Energy Theft is suspected or confirmed;

(d) the manner in which Parties will deal with Consumers who are suspected of (or are identified as) having committed Energy Theft;

(e) the manner in which Parties will treat Vulnerable Consumers where Energy Theft is suspected or confirmed;

(f) the manner in which unrecorded units of Energy are to be assessed;

(g) the options for Cut-Off or Disconnection where Energy Theft is suspected or confirmed;

(h) provision of information following investigation where Energy Theft is suspected or confirmed;

(i) exchange of information between Parties where Energy Theft is suspected or confirmed and the Consumer switches Energy Supplier; and

(j) the process to be followed where a Relevant Offence has been committed.

1.6. For the avoidance of doubt, the Code of Practice does not deal with types of theft or fraud other than Energy Theft (e.g. theft of physical assets), or the recovery of bad debts.

~~1.7. References to legislative and/or regulatory requirements which underpin any obligations in this Code of Practice are set out in the accompanying, non-binding guidance document which also includes information on best practice.~~

~~1.8.~~1.7. Each Network Party or Energy Supplier which appoints a Revenue Protection Agent is responsible for ensuring that the Revenue Protection Agent complies with this Code of Practice.

Commented [JH4]: Remove as an accompanying document does not exist. Parties have been clear that accompanying documents should be avoided. All obligations and references should be included in Schedule.

Possibility to add an appendix with any references to legislative or further regulatory requirements? However, this is not the norm for the REC and may require changes on a regular basis to ensure the legislative documents are up to date.

Commented [RLC5R4]: Issue 3. Information could be provided as part of the Learning Space modules

2 High Level Principles

2.1. Working within the statutory and regulatory framework, the following principles have been identified:

(a) **Make safe -** where any activities are undertaken in accordance with this Code of Practice, safety is paramount.

(b) **Costs should be borne by those that steal -** Parties should use reasonable endeavours to pursue the Perpetrator, and to recover from the Perpetrator (or

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other beneficiary) the Value of the Energy stolen including any VAT or CCL charges that would have been payable in respect of the Value of the Energy, the costs of repairing or replacing any equipment as a result of the Theft in Conveyance or Energy Theft (including any equipment installed to prevent Energy Theft) and the costs of any associated investigation (such Value and costs together being referred to in this Code of Practice as the "Relevant Costs").

Commented [RLC6]: Additional text for issue 4

(c) **Seek to identify and prevent theft** - Parties should ensure that effective measures are in place to prevent and deter Theft in Conveyance and Energy Theft.

(d) **Collect and report trend data** - Trend data and management information relating to types of Theft in Conveyance and Energy Theft should be shared throughout the industry in a standard format.

(e) **Collect and report data associated to the Energy Theft** and Theft in Conveyance - Data relating to the Energy Theft and instances of Theft in Conveyance should be shared throughout the industry in a standard format. Once data is collected, it is important that it is then collated into usable reports and provided back to the industry.

(f) **Data Protection Legislation** - A Party is not required to undertake any activity required by this Code of Practice, where within the Party's reasonable view, it would cause the Party to act in a manner that is not in compliance with the Data Protection Legislation. Any information transfer pursuant to this Code of Practice shall be made in compliance with relevant Data Protection Legislation, and the relevant Party's data protection policies and procedures.

(g) **Enable theft reporting** - Parties should have mechanisms in place to enable any third party to report suspected Theft in Conveyance or Energy Theft in accordance with the Energy Theft Reduction Schedule, Annex 2, paragraph 8.2(c), and paragraph~~s~~ 5.1 ~~and 6.8~~ of this Schedule.

Commented [JH7]: Issue 6 - References added to further details in this Schedule and Schedule 7, Annex 2, Para 8.3. As section 2 is a high level principles part, I believe this should remain despite being mentioned again in section 5 and 6.

(h) **Ensure that Consumers are treated in an appropriate manner** - Parties are expected to adopt industry best practice for the management of Consumer relationships, and in particular the needs of Vulnerable Consumers. The protections offered to such Consumers should not be lessened due to the category of Party undertaking an Energy Theft investigation.

(i) **Back-billing limitations** - Where a supply of Energy has been taken at an Unregistered Site that is a Domestic Premises, the recovery of charges shall be limited to the previous 6 years (or, for premises in Scotland, the previous 5 years). Parties shall also have regard to mitigating factors such as period of occupation and any evidence of reasonable efforts having been made by the Consumer to register the property or otherwise notify a recognised industry party of the

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consumption occurring.

(j) **Investigation by competent individuals** – Suspected Energy Theft or Unregistered Consumers situations should only be investigated by ~~a~~ persons possessing appropriate investigation and technical skills, relevant energy legislation knowledge ~~experience,~~ and REC Party authorisation.

(k) **Standardisation** - Minimum standards should be established for the delivery of a Revenue Protection Agent service and create a common approach to the treatment of Consumers and of Perpetrators.

3 Responsibilities of Parties: Theft

3.1. Each Network Party shall investigate and resolve all cases of Theft in Conveyance affecting its own network. Where such theft is identified, the Network Party shall seek to record, invoice and recover the Relevant Costs from the Perpetrator.

3.2. The Energy Supplier shall investigate and resolve all cases of Energy Theft where they are the Registered Supplier other than Theft in Conveyance. Where theft is identified, the Energy Supplier shall seek to record, invoice and recover the Relevant Costs from the Perpetrator and shall (to the extent possible) arrange for the stolen electricity/gas to be entered into Settlement. An Energy Supplier may only record, invoice and recover the Value of stolen Energy assessed to have been taken during a period that they are the Registered Supplier

3.3. Where, in the course of investigating actual or suspected Energy Theft an Energy Supplier identifies that a Consumer's Premises is unsafe, and is unable to rectify the situation to make it safe, then the Energy Supplier or its agent shall notify the relevant Network Party, in a prompt and appropriate manner, of the unsafe situation and any actions taken.

3.4. Energy Suppliers and Network Parties shall (and shall ensure that their agents shall) act on reports made to them regarding Energy Theft for which they have responsibility in accordance with this Code of Practice (or Energy Licences or Law), and take the appropriate steps required of them in respect of such Energy Theft (whether required of them under this Code of Practice, their Energy Licence or Law).

~~3.5. Where an Energy Supplier has an Energy Contract (which includes a deemed contract) with the relevant Consumer, then that Energy Supplier is responsible for dealing with any investigation and arranging to rectify the situation. Where no such contract exists between the Supplier and relevant Consumer, or the incident occurs upstream of the Emergency Control Valve (ECV) then the relevant Network Party is responsible for dealing with any investigation and arranging to rectify the situation.~~

4 Responsibilities of Parties: Unregistered Sites

Commented [LF8]: Amended to address issue 7

Commented [RLC9]: Additional text for issue 4

Commented [RLC10]: Issue 1 - additional text to add clarification along with removal of 3.5

Commented [RLC11]: Additional text for issue 4

Commented [RLC12]: Issue 36. text added

Commented [RLC13]: Delete as per issue 12 - duplicating meaning of 3.1 and 3.2 (which was from DCUSA with 3.5 (which was from SPAA).

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4.1. The Network Party shall take all reasonable cost-effective steps to identify and investigate Unregistered Consumers with the intention of resolving such cases of Unregistered Consumers (by an Energy Supplier agreeing an Energy Contract and becoming the Registered Supplier).

4.2. The Network Party shall contact the occupier (and the owner if the owner is not the Occupier) of the Premises to register their MPAN/MPRN with a Supplier and continue to contact the occupier and/or owner until the Premises is registered or Disconnected.

~~4.2.~~4.3. Energy Suppliers and Network Parties shall (and shall ensure that their agents shall) act on reports made to them regarding Occupiers and potential Unregistered Consumers for which they have responsibility in accordance with this Code of Practice, and take the appropriate steps required of them (whether required of them under this Code of Practice, their Energy Licences or Law).

5 Information Sources

5.1. Network Parties and Energy Suppliers ~~to this Code of Practice~~ shall have an appropriate reporting process in place to enable individuals to inform them of suspected interference. This sh~~ould~~all include, as a minimum, the~~a~~ telephone number identified as being the Energy Theft Tip-Off Service for reporting such information, which should be widely publicised.

6 Information exchange between Parties:- Theft

Provision of Information from Network Parties to Suppliers

6.1. Network Parties and Energy Suppliers must have an appropriate mechanism in place to enable individuals to inform them of suspected Energy Theft.

6.2. If a Network Party becomes aware of any suspected incidents of Energy Theft, and where the Network Party is providing information to the Energy Supplier (or other equipment owner) in accordance with Condition 27 (Theft, damage and meter interference) of the Electricity Distribution Licence or Condition 7 (Provisions of Information Relating to Gas Illegally Taken) of the Gas Transporter Licence, then the Network Party shall provide such information not later than the next Working Day after becoming aware of the same.

6.3. When the Network Party carries out a Disconnection on the grounds of safety due to damage or interference arising as a result of Energy Theft, then the Network Party shall inform the Supplier of such Disconnection as soon as reasonably practicable (especially where Vulnerable Consumers are affected), and in all cases not later than the next Working Day following such Disconnection.

Commented [LF14]: Text added in response to Issue 25.
It may be decided it is not required here as it has also been added at 19.1

Commented [LF15]: Amended to address issue 13

Commented [LF16]: Additional text for issue 32

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6.4. If the Network Party (or its Revenue Protection Agent) becomes aware of any suspected or actual incidence of Energy Theft which is not Theft in Conveyance, the Network Party shall ensure that the Supplier is notified of such incidence and provided with all relevant information, including any photographs or sketches, known or available to the Network Party (or its Revenue Protection Agent) promptly and in all cases not later than the next Working Day after becoming aware of the same. Neither the Network Party (nor its Revenue Protection Agent) shall undertake any future visits or attempt to remedy the situation unless requested and authorised by the Supplier.

6.5. Where an exchange of data is required, Parties shall pass the data between themselves with the appropriate levels of security, considering both the nature of the information being shared and the Data Protection Legislation.

6.6. If a Network Party or Energy Supplier discovers suspected Energy Theft for which they are not responsible, they shall endeavour to collect sufficient evidence whilst at site to enable the responsible Party to progress an investigation. This should include a photograph or sketch of the equipment that has been interfered or tampered with. Any evidence passed should be subject to a Parties own data protection policy.

6.7. Network Parties and Energy Suppliers shall monitor analytical sources of Consumer data and identify trends in Consumer behaviour as part of their desktop review, which will enable them to categorise leads and to decide whether or not to continue investigation of a lead.

~~6.8. Network Parties and Energy Suppliers shall publicise a telephone number for receiving reports of suspected Energy Theft, which shall be the number identified as being the Energy Theft Tip-Off Service.~~

~~6.9.~~6.8. If an Energy Supplier receives a report of suspected Energy Theft or Theft in Conveyance relating to one or more Consumers for whom the Energy Supplier is not responsible for investigating reports of theft, then the Energy Supplier shall record the details and pass these through to the Registered Supplier or Network Party as appropriate by the end of the next Working Day.

Provision of Information from Energy Suppliers to Network Parties

~~6.10.~~6.9. Where the Energy Supplier is providing information to the Network Party in respect of suspected Theft in Conveyance or of incidents arising as a result of Energy Theft, the Energy Supplier shall provide such information not later than the next Working Day after becoming aware of the same.

Provision of Information by Parties to Revenue Protection Agents

~~6.11.~~6.10. The Network Party or Energy Supplier responsible for investigating a case of suspected Theft in Conveyance or Energy Theft shall provide its Revenue Protection

Commented [RLC17]: Issue 15 additional text

Commented [RLC18]: Issue 16 additional text

Commented [RLC19]: Deleted as duplicate of updated 5.1

Commented [RLC20]: Updates for Issue 17 - If there is a Registered Supplier then it would/should be normal practice to notify the Registered Supplier. As this is the section for information from Networks to Energy Supplier it is in the incorrect section. For Clarity this could be further split to inform from an Energy Supplier should do if they find Theft in Conveyance or an Unregistered Site and moved to the next section and and put the Registered Supplier scenario in the Energy Supplier to Energy Supplier section?

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Agent with the relevant information required for investigation of a case (where known), including:

(a) Consumer name;

(b) address;

(c) MPAN/MPRN;

(d) reason for suspicion;

(e) any known or suspected vulnerability status; or,

(f) any known or suspected potential hazards.

~~6.12.~~6.11. The Network Party or Energy Supplier shall also ensure that the Revenue Protection Agent is provided with up-to-date contact details that can be given to the Consumer during a site visit.

Provision of information by a Revenue Protection Agent to Parties

~~6.13.~~6.12. Parties shall ensure that any Revenue Protection Agent they appoint will appropriately deal with any safety issues that are identified during the course of any visit to a consumers premises, and inform the Party that appointed them of the situation as soon as reasonably practicable (and not later than the next Working Day).

~~6.14.~~6.13. Each Revenue Protection Agent shall prepare a report containing relevant information regarding the incident and send it to the Party that appointed them as soon as reasonably practical, being no later than the next Working Day after the investigation is completed.

~~6.15.~~6.14. Where a Revenue Protection Agent has carried out a Cut-Off Disconnection, the Revenue Protection Agent shall immediately notify the Party that appointed them and advise the method of Cut-Off or Disconnection, and whether the Consumer is a Vulnerable Consumer.

Exchange of information between Energy Suppliers

~~6.16.~~6.15. Each Supplier shall provide the Code Manager with such theft contact as may be requested from time to time, including:

(a) Energy Supplier name;

(b) MPID;

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(c) Contact name/department, telephone and email for primary contact; and

(d) Contact Name, telephone and email for escalation contact.

~~6.17.~~6.16. The Code Manager shall publish the theft contacts in the form of a register on the REC website and/or the REC Portal, and shall update the published register with the information received from Energy Suppliers from time to time.

~~6.18.~~6.17. Each Energy Supplier shall carry out an annual review, or when otherwise requested to do so by the REC Code Manager, of the information contained in its theft contacts register and shall ensure that its register remains accurate and up to date.

~~6.19.~~6.18. Energy Suppliers and Network Parties shall use the relevant contact details set out in the published ~~theft contacts~~ Operational Contacts register when there are no other applicable avenues to report matters relating to the identification of theft, revenue protection activities and/or untraded energy.

~~6.20.~~6.19. Where any incorrect information is identified in the published theft contacts register, this may be notified to the Code Manager or the relevant Energy Supplier's Contract Manager. Where the Code Manager receives any such notification, it shall notify the relevant Supplier. Each Supplier shall ensure that updated information is provided to the Code Manager within 10 Working Days of the Supplier correctly being notified of an error.

~~6.21.~~6.20. Energy Suppliers and DNOs may raise queries and otherwise securely exchange personal data relating to a Consumer with other Energy Suppliers and DNOs in respect of Energy Theft, via the Secure Data Exchange Portal using Market Messages PT0075 Theft General Query (Elec) and PT0076 Theft General Query (Gas).

7 Procedures for Investigation

7.1. On receipt of information, Parties must assess whether or not there is a serious safety concern or other reason for urgency including the risk of loss of evidence, with priorities being assigned as below:

(a) **priority 1** – evidence of Energy Theft where there is a serious safety concern or other reason for urgency;

(b) **priority 2** - evidence of Energy Theft where there is no serious safety concern or other reason for urgency; and

(c) **priority 3** - information giving cause for suspicion that Energy Theft may have taken place (but not priority 1 or priority 2).

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Actions to be taken

7.2. Where a priority 1 situation is identified by or notified to an Energy Supplier, that Energy Supplier:

(a) shall immediately notify the relevant Network Party if there is a dangerous situation that the Network Party needs to rectify; and

~~may in addition~~ instruct its Revenue Protection Agent to attend the Premises (at the same time as the Network Party, where applicable), no later than the visit timescales set out in the table at 7.4~~.~~

7.3. For priority 2 and 3 situations, the Energy Supplier or Network Party, shall screen the information received and, where further action is needed, refer the Energy Theft Site Visit Investigation~~case~~ to its Revenue Protection Agent as soon as reasonably practicable and instruct they attend the Premises no later than the visit timescale set out in the table at 7.6~~4~~ ~~.~~

Response times: Network Party

7.4. Network Parties shall attend to check for safety and make safe as necessary as soon as is reasonably practicable, and in accordance with their Energy Licence conditions, when advised of an immediate safety concern.

7.5. When investigating Theft in Conveyance, the responsible Network Party shall complete each case as soon as is reasonably practicable but no later than 90 working days after they were first notified or became aware of the suspected Theft in Conveyance.

Response times: Energy Supplier

~~7.5.~~7.6. The responsible Energy Supplier shall complete each case as soon as is reasonably practicable, and in accordance with the relevant priority assigned to such case in accordance with paragraph 7.1, being no later than the timescales set out in the table below

~~7.6. below:~~

	Priority 1	Priority 2	Priority 3
Visit to the premise	Reasonable steps to attend at the same time as the Network Party (where applicable), in any	Within 20 Working Days~~ for electricity, not defined for gas~~.	Within 30 Working Days~~ for electricity, not defined for gas~~.

Commented [JH21]: Issue 21 - Removed (but review table 7.4 in accordance to dht

Commented [RLC22]: New defined term Energy Theft Site Visit Investigation used instead of case

Commented [LF23]: Added to address issue 23

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Commented [LF25]: Issue 22 -Same as Priority 2 comment

Commented [LF24]: Issue 22 - This should apply to both fuels. Parties should be investigating within a reasonable timescale to check for any unknown safety issues and to prevent theft continuing

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s	event within 1 Working Day for electricity and 2 Working Days for gas.		
Resolve	20 Working Days for electricity and 80 Working Days for gas	40 Working Days for electricity and 80 Working Days for gas.	90 Working Days for electricity and 80 Working Days for gas.

Commented [LF26]: Isssue 22 - What is the rationale for different completion timescales by Priority? The driver should be the initial attendance and checking for safety but should the completion timescales be consistent regardless of priority?

7.7. In the absence of allocation of priority by the Energy Supplier, or where the information is not through the normal notification procedure, the Revenue Protection Agent shall allocate priority in discussion with the Energy Supplier. The Revenue Protection Agent may suggest a re-allocation of the priority, but this must be confirmed with the Supplier.

7.8. For the purposes of this procedures set out in this paragraph 7:

(a) "visit" means attend and take reasonable steps to gain access to the Premises; and

(b) "resolve" means gain access to the Premises, investigate and take action in appropriate timescales, but does not include assessment of unrecorded units (which shall be carried out as soon as reasonably practicable) nor the provision of any optional services.

7.9. The time periods shall commence upon~~ce the Revenue Protection Agent has received instruction to visit~~ the Energy Suppliers receipt of the information. Where information is received outside of working hours, the time period will commence at the start of the next working day.

~~7.9.~~7.10. It is acknowledged that longer timescales shall have to apply where access to a Premises is delayed by circumstances outside of the Energy Supplier's control or where co-ordination with Police or other agencies is necessary (including where a warrant is needed to obtain access).

Commented [LF27]: Additional text added to address issue 23

8 Conduct of Investigations

8.1. For the purposes of this Section, "Statutory Powers" means a Party's powers under Performance Assurance Schedule or Energy Theft Reduction Schedule of the Retail Energy Code; paragraphs 4, 5 or 6 of schedule 6 or paragraph 1(5), 10 or 11 of schedule 7 of the Electricity Act; ~~or~~ paragraphs 2, 3, 9, 10, 11, 12 or 18 of schedule 2B of the Gas Act;~~,~~ to Disconnect and/or Cut-Off a meter at a Premises as the result of a Relevant Offence.

Commented [LF28]: Issue 38 - The Energy Theft Reduction Schedule is Sch 7 of the REC not the Electricity Act. Relevant paragraphs and schedule of Electricity Act added.
Check for others to be added.

Commented [RLC29R28]: For legal review - is the existing text that includes the Performance Assurance Schedule or Energy Theft Reduction Schedule of the REC correct in the context of a statutory power?

8.2. Each Energy Supplier and each Network Party shall ensure that:

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(a) its Statutory Powers are only exercised where it (or its Revenue Protection Agent) reasonably believes that there is sufficient evidence to prove (on the balance of probabilities) that a Relevant Offence has been committed;

(b) its Statutory Powers are only exercised where it (or its Revenue Protection Agent) reasonably believes that there is sufficient evidence to prove (on the balance of probabilities) that the Relevant Offence was committed by the current Occupier (or owner) of the Premises;

(c) neither it (nor its Revenue Protection Agent) misleads Consumers about the scope of the Party's Statutory Powers;

(d) it follows all reasonable lines of enquiry to confirm that, on the balance of probabilities, Energy has or is being taken otherwise than in pursuance of an Energy Contract made with an Energy Supplier before exercising any Statutory Powers to Cut-Off or Disconnect;

(e) it exercises its discretion to avoid Cutting-Off or Disconnecting a Premises where there is insufficient evidence to suggest that the Relevant Offence was committed by the current occupier (or owner). For Energy Suppliers, the commission of a Relevant Offence by the current owner/occupier of the Premises is currently an explicit pre-condition for the exercise of powers to Disconnect and Cut-Off under the relevant provisions of the Gas Act and Electricity Act;

(f) it exercises its discretion to avoid Cutting-Off or Disconnecting a Premises where there is insufficient evidence to prove (on the balance of probabilities) that Energy is being taken otherwise than in pursuance of a contract (or deemed contract) made with a gas/electricity supplier before exercising any Statutory Powers to Cut-Off or Disconnect;

(g) its terms and conditions (and all other documentation) properly reflect the Statutory Powers and do not (implicitly or expressly) provide for wider powers;

(h) it does not mislead Consumers about the scope of Statutory Powers to Disconnect and Cut-Off (e.g. Suppliers should not imply that they have the power to Cut-Off a Premises on safety grounds where these powers do not exist; rather it should be made clear that such powers may be exercised by the relevant Network Party);

(i) it informs Consumers following a Cut-Off or Disconnection of who to contact in order to find out how to get the supply reinstated; and

(j) Consumer data is kept up-to-date and accurate during the course of an investigation.

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8.3. If a Consumer switches Energy Supplier before Theft is confirmed, the outgoing Energy Supplier shall advise the incoming Energy Supplier of the incomplete investigation. Where the incoming Energy Supplier requests further details, only facts (and not opinions) shall be shared. Any information transferred should be subject to the Parties' data protection policies and procedures.

9 Collection and retention of evidence (including handling of case materials): Theft

9.1. Where a Network Party (or its Revenue Protection Agent) suspects that Theft in Conveyance has occurred, that Party (or such agent) shall collect and retain such evidence as it reasonably considers necessary to demonstrate that Theft in Conveyance has occurred.

9.2. Where a Network Party (or its Revenue Protection Agent) attends any incidence of Energy Theft which is not Theft in Conveyance and has to undertake remedial work to make the installation safe, that Party (or such agent) shall collect and make available to the Energy Supplier, such evidence as it reasonably considers necessary to demonstrate that Energy Theft has occurred.

Commented [LF30]: Text added to support issue 15

9.3. Electricity meters found to be damaged or interfered with and removed under Schedule 6, Paragraph 6 and/or Schedule 7, Paragraph 11 of the Electricity Act 1989 are subject to authorisation for disposal.

(a) These meters must be held in secure storage for a period of no less than 6 months after the date a notification of their removal has been submitted to the Director of Intelligence at the appropriate police authority,

9.4. The notification to Police must advise that the meter has been removed on the basis that the Supplier has sufficient evidence, on the balance of probabilities, to prove that a relevant offence has been committed.

Commented [LF31]: Text added to address issue 24

9.5. The meter must be available for inspection and further retention, if requested by the Police

~~9.2.~~9.6. Where a Supplier (or its Revenue Protection Agent) suspects that Energy Theft (other than Theft in Conveyance) has occurred, that Party (or such agent) shall collect and retain such evidence as it reasonably considers necessary to demonstrate that such Energy Theft has occurred.

~~9.3.~~9.7. Each Party shall clearly explain to the Consumer the reason why evidence is being collected and the basis on which the Party is acting.

~~9.4. The Network Party shall contact the occupier (and the owner if the owner is not the Occupier) of the Premises to register their MPAN/MPRN with a Supplier and continue to~~

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~~contact the occupier and/or owner until the Premises is registered or Disconnected.~~

Commented [RLC32]: Issue 25 - deleted from this section and moved to 19.1 and 4.2

~~9.5.~~9.8. For the avoidance of doubt, Parties should perform this obligation only when specifically investigating suspected or confirmed Energy Theft or Theft in Conveyance.

10 Information to Consumers: Theft

Commented [LF33]: Additional text to address Issue 33

10.1. On arrival at a Premises, the Revenue Protection Agent shall inform the Consumer of the Party which the Revenue Protection Agent is representing, and act in accordance with that Party's policy on site attendance.

10.2. On leaving the Premises, the Revenue Protection Agent shall leave the following information for the Consumer:

(a) the contact details for the Party which the Revenue Protection Agent is representing;

(b) the outcome of the visit (e.g. sufficient evidence of Energy Theft has occurred, and whether or not there has been a Disconnection);

(c) a statement explaining the statutory basis for any action taken (i.e. specific reference to legislation);

(d) who the Consumer needs to contact in order to get their supply re-instated (where relevant);

(e) what the Consumer can expect next / what they should do (e.g. contact the Energy Supplier/Network Party, await to hear from the Energy Supplier/Network Party etc);

(f) what the Consumer should do if they are unhappy with the outcome (e.g. contact the Energy Supplier/Network Party in the first instance, and other options available under the Energy Supplier's/Network Party's normal redress processes);

(g) informing the Consumer that if they are not able to resolve the issue with the Energy Supplier/Network Party in 8 weeks they can contact the energy ombudsman scheme; and

(h) contact details for further independent sources of help and advice (e.g. Consumer Focus; Consumer Direct; Citizen's Advice Bureau; Social Services).

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10.3. Each Network Party and each Energy Supplier shall ensure that:

(a) the responsible Consumer ~~Party~~ is informed as appropriate as to the Relevant Costs to be recovered ~~from the Perpetrator~~ in relation to Energy Theft or Theft In Conveyance; and

(b) Consumers are informed, following a make safe, Disconnection of who to contact in order to find out how to get the supply reinstated.

10.4. Where a Consumer is not present at the Premises, written documentation shall be left at the Premises in a sealed and addressed envelope.

10.5. Where it is not possible for a Party or its agent to leave the written information, as described above, with the Consumer on leaving the Premises, this must be done so as soon as possible thereafter.

10.6. Where a Consumer suspects or is experiencing theft of Energy beyond the point at which it is recorded for Settlement and contacts an Energy Supplier or Network Party appropriate advice and support to facilitate the Consumer to resolve the situation should be provided, this shall include but not be limited to:

(a) Consumption information to support the identification of theft of Energy beyond the point at which is recorded for Settlement

(b) Copies of bills, if required, to provide evidence of such theft.

(c) Provision of information on who to contact to identify and resolve the suspected theft, such as qualified and registered electrician, gas safe engineer and the police. (Recommendations or details of appropriate individuals or companies do not need to be provided)

~~(a)~~(d) Respond to enquiries from 3rd parties who require information to address the theft with the consent of the Consumer

Commented [RLC34]: Issue 26. Wording update as this section is information to Consumers, this appears historic from when the Revenue Protection Agent would inform the Supplier. The responsible Consumer (who may or may not be the perpetrator but would have benefited from the theft) would be billed and would need to be informed

Commented [RLC35]: Additional text to address issue 1.

11 Outcome of Investigation

11.1. In the case of a Confirmed Energy Theft, the Energy Supplier or Network Party shall:

(a) seek to identify the Perpetrator (in most cases the Consumer is likely to be the Perpetrator but this may not be the case); and

(b) take appropriate steps to stop the Energy Theft continuing and make safe as soon as reasonably practicable.

11.2. Where an Energy Supplier or Network Party has exercised its Statutory Powers and Cut-off or Disconnected the supply because it believes there is sufficient evidence to prove (on the balance of probabilities) that the Relevant Offence was committed by, or on behalf of the current Occupier (or owner) of the Premises:

(a) It updates Industry systems with details of the Cut-off or Disconnection as soon as reasonably practicable

(b) it informs Consumers of who to contact in order to find out how to get the supply reinstated

(c) It informs Consumers of the relevant offence(s) committed and that reinstatement of the supply by any means other than as notified may be considered Restoration of Supply without consent which is, in itself, an offence under the appropriate energy Act and may result in the supply being Cut-off or Disconnected again and additional charges incurred.;

(d) It monitors the situation to ensure the welfare of the Consumer and make sure the supply has not been restored without consent.

11.3. Where an Energy Supplier or Network Party suspects that a Relevant Offence has been committed but does not have sufficient evidence to prove it (on the balance of probabilities):

(a) It will ensure that effective measures are in place to prevent and deter Theft of Energy. This may include any or all of the following:-

i. Exchanging the meter

ii. The fitting of anti-tamper or security devices

iii. Monitoring of consumption and meter alerts

~~i.~~iv. Revisits

Commented [LF36]: Text added to help satisfy Issue 2

12 Assessment of Unrecorded Units

12.1. Each Party must ensure that the assessment of unrecorded units, in respect of Unregistered Sites, Theft in Conveyance or ~~suspected or~~ Confirmed Energy Theft, is carried out in a systematic, reasonable, consistent and transparent way.

Commented [LF37]: Additional text to address Issue 27

Commented [LF38]: Issue 27 query - What situations would require an assessment where theft is suspected but not confirmed?

Commented [RLC39R38]: Are Parties conducting assessments for Unproven Suspicion of Theft where they can't submit as Confirmed Theft as no photo e.g. cannabis grow with all information except a photo?

12.2. When assessment calculation tools are required to assess unrecorded units, Parties must utilise the Theft Assessment Calculator most recently made available by the Code Manager.

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12.3. Each assessment of unrecorded units should be the best estimate of the total amount of gas or electricity used but not recorded at the premise for the period the site was unregistered and energy in use, or for the theft period as determined by the date identified as the theft start date up to the date the theft has been prevented.

(a) The theft start date should be the date identified as the most likely date, based on the evidence that is available, the theft event or tamper occurred. Where this date is prior to the Energy Supplier's acquisition date, the theft start date will be the same as the acquisition date.

(b) The theft end date is the date the theft situation has been resolved and any remedial work completed meaning that all energy usage is now being recorded or the supply has been disconnected or cut-off.

(c) Where Energy Theft is confirmed, a zero assessment is not acceptable without explanation or justification unless the Energy Theft is dealt with on the day the site is acquired, or it is a fiscal theft situation.

(d) Where the theft start date predates the date the Supplier acquired the site, the assessment period should commence on the Supplier's acquisition date.

(e) The total volume of assessed losses should be included in TDIS file submissions and any submissions for settlement purposes

12.4. The Invoice for the consumer should provide an itemised breakdown of the charges sufficient to satisfy statutory requirements. e.g. total cost of assessed losses, any additional fees for remedial work, including removal of service where appropriate, the cost of damage to equipment, investigation fees, VAT and Climate Change Levy (CCL) rates and amounts.

Commented [LF40]: Added to address Issue 2

(a) Any reductions or discounts agreed with the consumer should be applied to the invoice as a miscellaneous credit, not by reducing the volume of energy or theft period.

Commented [LF41]: Text added to address issue 27

13 .Assess Ability to Pay and Agree Payment Terms

~~12.2.~~13.1. Parties shall ensure that where a debt in respect of Relevant Costs arises, the following shall apply:

(a) they have appropriate credit management policies and guidelines, including clear guidance and training for staff;

(b) they allow for debtors to be dealt with on a case-by-case basis; and

(c) they put in place appropriate controls to ensure that staff incentives do not drive inappropriate behaviour.

~~13~~14 Maintenance of Records

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13.1.14.1. Each Party shall maintain appropriate records in relation to its activities in relation to Energy Theft, Theft in Conveyance and Unresisted Sites including in respect of its compliance in accordance with the requirements set out in this Code of Practice.

1415 Reports

15.1. The Code Manager shall ensure that there is a process in place to share data relating to Confirmed Energy Thefts with the CDSP and BSCCo for the purpose of the volume of energy associated with each such case being recognised within settlement. The details provided will include (as a minimum) the MPxN; the start and end date of the assessed period of unrecorded energy; and the volume of unrecorded energy.

Commented [LF42]: Amended to address Issue 5

~~14.1. Electricity Suppliers shall provide a monthly report to each DNO setting out each of the cases of Energy Theft investigated, identifying those that were a Confirmed Energy Theft and the volume of units associated with each such case.~~

~~14.2. Gas Suppliers shall ensure that details of Confirmed Energy Thefts are provided to the relevant Shipper to enable consistent reporting under the UNC. The details provided must include (as a minimum): the Energy Supplier Investigation ID; the MPRN; confirmation of theft of gas; the supply start and end date of the assessed period of unrecorded gas; and the volume of unrecorded gas.~~

1516 Release of Shipper-less and Unregistered Site Data to the PPMIP

15.1.16.1. Gas Suppliers shall ensure that there is a process for the PPMIP to reconcile data released by the CDSP relating to sites which are not registered in the Gas Transportation Database or for which no Shipper is registered.

15.2.16.2. The reconciliation process may take place as an initial one-off exercise, to be repeated only if and when the REC PAB determines that such a reconciliation process is an appropriate and proportionate measure to address any retail risk associated with such data, to the extent that one exists.

15.3.16.3. The timetable for the initial exercise, including any variation on the timescale set out in paragraph 17 shall be determined by the REC PAB.

1617 Reconciliation Data between the PPMIP and CDSP Data Sets

16.1.17.1. Each Gas Supplier shall (via its commercial arrangements with the PPMIP) ensure that the PPMIP carries out a reconciliation exercise whereby the PPMIP matches its prepayment data with data provided pursuant to paragraph 17.2, in order to identify the Gas Supplier for sites which are not registered in the Gas Retail Data Service or for which no Shipper is registered. Each Gas Supplier shall ensure the PPMIP reports to the CDSP in accordance with paragraph 17.3.

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~~16.2.~~17.2. The Gas Transporters shall, not more than once annually, instruct the CDSP to release to the PPMIP the MPRN(s) of sites which are not registered in the Gas Retail Data Service or for which no Shipper is registered, for the purposes of the reconciliation exercise set out at paragraph 17.1

~~16.3.~~17.3. The Gas Suppliers shall ensure that, where the PPMIP identifies sites pursuant to paragraph 17.1, the PPMIP shall report the following data items back to the CDSP in a CSV file format within 10 Working Days (to the extent that such data items are held by the PPMIP):

(a) MPRN;

(b) Meter Serial Number;

(c) date of earliest meter reading or date of first transaction;

(d) date of last meter reading or date of last transaction;

(e) name of Energy Supplier or Energy Supplier ID;

(f) post code; and

(g) house number.

~~16.4.~~17.4. Where the PPMIP returns information to the CDSP identifying the Gas Supplier of a site which is not registered in the Gas Retail Data Service or for which no Shipper is registered, the Gas Transporters shall notify the relevant Gas Supplier, and the Gas Supplier shall ensure that the site is correctly registered in the Gas Retail Data Service within 30 Working Days of receiving such notification.

~~16.5.~~17.5. Where a Gas Supplier is unable to register a Supply Meter Point in accordance with paragraph 17.4, the Gas Supplier shall:

(a) provide a reason against each MPRN to the CDSP within the 30 Working Days referred to in paragraph 17.4; and

(b) then have an additional 30 Working Days within which to resolve the issue preventing registration of the Supply Meter Point.

~~16.6.~~17.6. If a Gas Supplier identifies that the Supply Meter Point in question should be registered to another Gas Supplier, then the first Gas Supplier shall provide the name of such other Gas Supplier to the CDSP.

~~16.7.~~17.7. Following receipt of notifications under paragraph 17.6, the CDSP shall update the reports provided to the Gas Suppliers under this paragraph 17. The CDSP shall

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not automatically update registrations to reflect notifications under paragraph 17.6.

~~16.8.~~17.8. The CDSP shall, on request, provide a report to each Gas Supplier (via its Contract Manager) regarding matters relevant to the subject matter of this paragraph 17, including in respect of the following:

(a) Supply Meter Points identified by the PPMIP as having no registered Gas Supplier and/or no registered Shipper;

(b) Supply Meter Points for which the Gas Supplier has become or ceased to be registered pursuant to this paragraph 17;

(c) the number of Premises matched to a Gas Supplier and the number for which a match has not yet been made; and

(d) the reason for non-registration at an MPRN level.

~~16.9.~~17.9. The Gas Transporters shall ensure that the CDSP complies with the tasks allocated to the CDSP in this paragraph 17.

~~17~~18 Treatment of Vulnerable Consumers

~~17.1.~~18.1. Each Energy Supplier shall take reasonable steps to implement and comply with the Theft Charter (see Annex A) in respect of Domestic Customers, and shall support, where necessary, any desktop compliance assurance activities that may be conducted from time to time.

Commented [LF43]: Issue 34 Query - The Theft Charter states it is a cross-industry commitment. Is this cross-industry only at Supplier level or does it include GTs & DNOs?

~~17.2.~~18.2. Each Energy Supplier shall publish the Theft Charter on its website and refer to (or include) the Theft Charter when it communicates with Domestic Customers in relation to the Energy Theft.

~~17.3.~~18.3. Each Party shall use reasonable endeavours to safeguard the personal welfare of Vulnerable Consumers in respect of the activities set out in this Code of Practice.

~~17.4.~~18.4. If a Consumer account is flagged as requiring 'Priority Services', this shall be notified to the Revenue Protection Agents so that (if Energy Theft is suspected or a Confirmed Energy Theft has occurred) appropriate actions are taken. Any additional 'vulnerable person flags' shall be notified to the Revenue Protection Agents and the Revenue Protection Agents shall have regard to the Energy Supplier's Revenue Protection Policy and the Theft Charter when investigating Energy Theft.

Commented [LF44]: If attending or still onsite outside standard business hours. agents on site need to be aware of the Theft Charter in addition to the Suppliers RP Policy to aid decision making when dealing with potentially vulnerable consumers

~~17.5.~~18.5. Each Party shall take reasonable steps to ascertain who in the household might be a Vulnerable Consumer, and then make a judgement regarding the action that needs to be taken in the light of this information.

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~~17.6.~~18.6. Where an Unregistered Site, Theft in Conveyance or a case of confirmed Energy Theft is identified, Parties must make all reasonable efforts to retain supply for a Vulnerable Consumer. It may not be reasonable to retain supply where there is a serious safety concern and/or the Consumer refuses to register an Unregistered Site with an Energy Supplier, or is a~~n Energy Theft~~ repeat offender of Energy Theft or Theft in Conveyance, and all reasonable efforts to prevent continued offending have been undertaken.

Commented [LF45]: Additional text added to address issue 30

~~17.7.~~18.7. When on site, Parties must take steps to ascertain whether any person in the household is a Vulnerable Consumer. Where Vulnerability has been identified and, in the case of an Unregistered Site there is a serious safety concern or either Energy Theft or Theft in Conveyance is confirmed, Parties must ensure that appropriate measures are taken, including consideration of whether to Cut-Off or Disconnect supply and recover charges.

Commented [LF46]: Additional text to address issue 30

~~17.8.~~18.8. Parties must ensure that Vulnerable Consumers are appropriately informed and fully aware of any action being taken. For example, this may include using an interpreter or ensuring that an appropriate adult is present at the site. Vulnerable Consumers must be offered the opportunity to clarify their circumstances so that this can be taken into account by Parties when deciding what actions should be taken.

18.9. If Cut-Off or Disconnection is carried out, Parties shall, where applicable:~~-~~

(a) P~~p~~rovide contact details of Social Services to Consumers to make them aware where they may get help to resolve the issues.

(b) Revisit to complete welfare checks where there is no contact from Consumers or agencies acting on their behalf, to try resolve the situation.

i. Where a premises has been Cut-Off or Disconnected and a Vulnerable Customer is subsequently identified, the re-visit should take place within 24 hours of the identification to assess whether the Consumer should remain Cut-Off or Disconnected.

ii. Where access cannot be obtained then follow-up action should take place e.g. contact by phone, written information left at the premises or a further visit at a different time of day.

Commented [LF47]: Additional text added to address Issue 2

~~18~~19 Communication with Unregistered Consumers

19.1. The Network Party shall contact the occupier (and the owner if the owner is not the Occupier) of the Premises to register their MPAN/MPRN with a Supplier and continue to contact the occupier and/or owner until the Premises is registered or Disconnected.

Commented [LF48]: Text moved from 9.4 in response to Issue 25

~~18.1.~~19.2. The Network Party, and the consumer's chosen Energy Supplier, shall each

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communicate with Occupiers and Unregistered Consumers, as appropriate to the circumstances, in order to capture Consumer details.

~~18.2.~~19.3. The Network Party shall take all reasonable steps to communicate with Occupiers and Unregistered Consumers to obtain Consumer Contact Data and:

(a) in investigating Unregistered Consumers, the Network Party shall make written contact with the Occupier of the Unregistered Site to request details of any Energy Contract the Occupier/Unregistered Consumer may have with an Energy Supplier and (in the absence of any such contract) inform the Occupier of the requirement to have a valid Energy Contract and to obtain Consumer details;

(b) where the Network Party obtains Consumer Contact Data, the Network Party shall retain such details to assist future communications with the Occupier/Unregistered Consumer by Parties;

(c) where the Unregistered Consumer indicates to the Network Party that they are trying to seek a contract with a particular Energy Supplier, the Network Party shall share relevant Consumer details with that Energy Supplier; and

(d) where necessary to resolve higher volumes of Unregistered Consumers the Network Party shall send to Energy Suppliers list(s) of those Unregistered Consumers who have indicated they are trying to seek Energy Contracts with those particular Energy Suppliers.

~~18.3.~~19.4. The Energy Supplier shall take all reasonable steps to communicate with Unregistered Consumers with the intention of agreeing an Energy Contract, and:

Commented [LF49]: Correction Issue 31

(a) shall, upon receipt of contact from an Unregistered Consumer obtain and retain appropriate Consumer Contact Data and offer contractual terms to the consumer, to the extent it is required to do so under the Electricity Act, the Gas Act or its Energy Licence;

(b) shall, upon receipt of Consumer Contact Data from the Network Party, retain such details and proactively contact the Unregistered Consumer and offer contractual terms to them, to the extent it is required to do so under the Electricity Act, the Gas Act or its Energy Licence;

(c) where an Energy Supplier agrees to an Energy Contract with an Unregistered Consumer and where an MPAN/MPRN is provided but there is no meter installed (or where a non-settlements meter has been installed) the Energy Supplier will arrange a site visit to install a meter;

(d) where an Energy Supplier receives a list of those Unregistered Consumers who have indicated they are trying to seek a contract with that particular Energy

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Supplier the Energy Supplier shall provide no less than monthly updates to the relevant Network Party on the progress being made to register those consumers;

(e) where an Energy Supplier believes that an Unregistered Consumer is not genuinely seeking an Energy Contract with that Energy Supplier, the Energy Supplier shall provide appropriate details to the Network Party for use in relation to further communication and potential Cutting-Off or Disconnection; and

(f) shall retain, update and share tracking data with Network Parties as appropriate in the activity of resolving Unregistered Consumers.

~~19~~20 Information Exchange between Parties: Unregistered Sites

Commented [LF50]: Additional text for issue 32

~~19.1.~~20.1. Network Parties and Energy Suppliers shall exchange information on Unregistered Consumers, including Consumer details, to facilitate effective communications with Unregistered Consumers.

~~19.2.~~20.2. Network Parties and Energy Suppliers shall have appropriate and co-ordinated reporting in place to enable the recording of Unregistered Site, and to record general progress towards achieving registration by an Energy Supplier.

~~19.3.~~20.3. Where an Energy Supplier agrees an Energy Contract with an Occupier/Unregistered Consumer, the Energy Supplier will inform the Network Party and check that the necessary registrations have been completed in industry systems.

~~20~~21 Information to Consumers: Unregistered Sites

Commented [LF51]: Additional text to address Issue 33

~~20.1.~~21.1. On arrival at the Unregistered Site, the Network Party's staff (or agents) shall identify themselves to the Unregistered Consumer and act in accordance with the Network Party's policy on site attendance.

~~20.2.~~21.2. On leaving the Unregistered Site, the Network Party's staff (or agents) shall leave the following information for the Occupier /Unregistered Consumer:

(a) the contact details for the Network Party;

(b) the reason for the visit;

(c) what the Unregistered Consumer can expect next and what they should do (e.g. contact an Energy Supplier of their choice/confirm to the Network Party that they are taking appropriate action);

(d) what the Unregistered Consumer should do if they are unhappy with the outcome (e.g. contact the Network Party in the first instance and provide evidence that

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disputes the Unregistered Site status);

(e) contact details for further independent sources of help and advice (e.g. Citizen's Advice and Citizens Advice Scotland; Social Services); and

(f) who to contact, following [Cutting-Off or Disconnection], in order to find out how to get the supply reinstated.

~~20.3.~~21.3. Where an Occupier/Unregistered Consumer is not present at the Premises, written documentation shall be left at the Premises in a sealed and addressed envelope.

~~20.4.~~21.4. When it is not possible for a Party or its agent to leave the written information, as described above, with the Occupier/Unregistered Consumer on leaving the Premises, this must be done so as soon as possible thereafter.

Annex A: The Theft Charter

Energy Suppliers are legally obligated to actively investigate the theft of energy. Your energy supplier recognises the importance of identifying where customers may be facing challenging circumstances whilst undertaking their investigations, however energy theft is

dangerous and a criminal activity.

Background

Your energy supplier recognises that that some customers face challenging circumstances which require an appropriate level of support. Customers must themselves understand that anybody tampering with the meter or the energy supply is committing a criminal offence. They also put their home and their family at risk, as well as those of their neighbours.

The Theft Charter is a cross-industry commitment to ensure a consistent approach is taken whilst undertaking energy theft investigations in respect of domestic customers. Where a Customer is found to be Vulnerable, the appropriate actions will be taken to ensure the welfare of the individual(s) is recognised whilst continuing to investigate a potential criminal offence.

Supplier obligations

Energy Suppliers are legally obligated to undertake~~n~~ a number of measures to proactively identify and investigate meter tampering. Where it is found that meter tampering has occurred and Energy Supplier is obligated to make the site safe which may involve disconnecting supply. Energy Suppliers are also entitled to recover the associated costs and, depending on the severity of the tampering found, possibly take court action.

Commented [LF52]: Correction issue 35

Your Energy Supplier will seek to identify who has committed the meter tamper and determine the appropriate level of enforcement. Depending on the extent and severity of the offence, they may also consider action in the criminal courts.

Reasonable Supplier Actions

In checking the meter tampering, energy suppliers can undertake the following actions:

- Gain access to premises to inspect the metering equipment, a visual check is essential to confirm tampering activity and assess whether the premises and equipment are safe.
- If access is refused, an energy supplier can apply to the courts for a warrant of entry, which gives the legal right to gain access to a premise, by force if necessary.
- Recover all costs associated with the tampering investigation, replacing or repairing a tampered meter and the value of energy assessed to have been stolen.
- Install alternative metering equipment, e.g. a pre-payment meter.

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- Monitor ongoing energy consumption and maintain appropriate records to help determine whether there are any further attempts to use energy illegally.

- Request the network operator to consider either a de-energisation or disconnection of supply where co-operation is not achieved and/or premises upon inspection are found to be unsafe.

- Undertake action in the civil courts to recover all of their costs and the value of stolen and unbilled energy where a customer decides not to pay.

- Pursue action in the courts either via a private prosecution or via the police and the Crown Prosecution Service (CPS) or Crown Office and Procurator Fiscal Service (COPFS) in Scotland.

Charter Principles

By supporting the Charter energy suppliers agree to ensure the following activities in respect of domestic customers:

- Integration of the Charter with wider cross-organisation policies and procedures including dealing with customer vulnerability.

- That an appropriate programme of vulnerability awareness training is undertaken with all relevant staff.

- Matters are clearly explained to customers (where present) whilst the meter tampering investigation is ongoing.

- Provision of a clearly written summary of the findings and next steps.

- Awareness of the Charter and compliance with its principles by all organisations that may visit a premise during a meter tampering investigation.

- Clearly record on-site observations including any cases of suspected customer vulnerability. Discuss spreading payments over a longer period of time or installing alterative metering equipment to recover the costs in manageable amounts in instances where meter tampering is confirmed.

- Confirm if an alternative nameds contact (e.g. carer) needs to be made aware of investigation and possible next steps where a Vulnerable Consumer is identified.

Commented [LF53]: Correction for Issue 36

Implementation Measures

Implementation and oversight of the Charter is based on the following measures in respect

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of domestic customers:

- **Obligation –** on individual energy suppliers to promote the Charter on their websites as part of a wider Vulnerable Consumer policy.
- **Continuous Improvement -** regular review of the Charter to ensure it remains fit for purpose.
- **Code of Practice** – is supported by an industry Code of Practice which reflects the principles set out in the Charter.
- **Annual independent checks –** to ensure energy suppliers are continuing to follow the Charters principles.
- **Engagement –** industry will continue to work with Ofgem, Energy UK, Citizens Advice, charities and other relevant bodies and organisations to offer Vulnerable Consumers the most suitable solutions.

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