

**BILLING DISPUTE REFERRED TO THE UTILITY REGULATOR FOR
DETERMINATION**

POWER NI ENERGY LIMITED

FINAL DETERMINATION

13 May 2025

Contents

1	SECTION ONE: INTRODUCTION	3
2	SECTION TWO: THE PARTIES	8
3	SECTION THREE: LEGAL AND REGULATORY FRAMEWORK	10
4	SECTION FOUR: FACTUAL BACKGROUND TO THE DISPUTE AND THE RESPECTIVE VIEWS OF THE PARTIES (TO INCLUDE COMMENTS ON THE DRAFT DETERMINATION)	20
5	SECTION FIVE: ISSUES TO BE DETERMINED	66
6	SECTION SIX: DECISION ON THE ISSUES	67
7	SECTION SEVEN: ORDER	129
8	SECTION EIGHT: CLOSING OBSERVATIONS	130
	Appendix 1 – Bundle of Documents	132
	Appendix 2 – OS7 Letter Template	141
	Appendix 3 – OS7 Process Document	142

1 **SECTION ONE: INTRODUCTION**

- 1.1 On 28 February 2024, the Northern Ireland Authority for Utility Regulation (hereafter, the **Utility Regulator**¹) received notification of a billing dispute (the **Dispute**) between [REDACTED] trading as [REDACTED]² ([REDACTED] or the **Customer**) and his (licensed) supplier of electricity, Power NI Energy Limited trading as Power NI (**Power NI** or the **Supplier**): together, the **Parties**.
- 1.2 The Dispute concerns charges made by Power NI to the Customer in connection with the provision of electricity supply services for a billing period/s 26 October 2020 through 17 July 2023, with the disputed charges (for that total period/s) specified on a bill sent by Power NI to the Customer dated 20 July 2023 (**the 20 July 2023 Bill**) in the amount of [REDACTED] (the **Disputed Charges Amount**).
- 1.3 The Disputed Charges Amount concerns charges in respect of electricity supply services claimed to have been provided by Power NI to the Customer at his (small) business premises at, [REDACTED]
[REDACTED] (the **Supplied Premises**).
- 1.4 The Utility Regulator has accepted and determines the Dispute in accordance with: (i) the provisions of Art 47A of the [Electricity \(NI\) Order 1992, as amended \(the Electricity Order\) \(A1\)](#) and (ii) its policy [\(the Disputes Policy\) on the resolution of Complaints, Disputes and Appeals: Guide for Applicants dated 20 August 2018 \(A3\)](#).
- 1.5 The Parties have been advised as to
- (i) the Utility Regulator's decision to determine the Dispute³

¹ In this document the words "Authority" "Utility Regulator" "UR" "we" "us" and "our" are used interchangeably.

² This final determination document including the final Order in resolution of the referred Dispute falls to be published (with suitable redactions made).

³ Having due regard to the qualifying conditions set out in Art 47A(4) of the Electricity Order.

- (ii) the timetable (modified from time to time) to be applied in making the order - under Art 47A of the Electricity Order - determining the Dispute
- (iii) the Utility's Regulator's power to include an enforceable "Costs Order" as part of the order made in final determination of the Dispute in line with the provision made in Article 47(8) of the Electricity Order and having regard to [the Utility Regulator's published policy statement on Costs](#). **(A4, B5, B9A, B16A, B19A)**.⁴

1.6 I have been appointed by the Utility Regulator - as its delegate - to determine the Dispute. Neither Party has objected to my appointment. I am Head of Security of Supply and Markets Regulation at the Utility Regulator.

1.7 The Utility Regulator has, for administrative efficiency, and in accordance with the Disputes Policy, established a team of staff (the **Case Management Team or CMT**) to:

- (i) collate all relevant information in connection with the making of a determination (by order) of the Dispute
- (ii) assist in general administration (to include interaction with the Parties and NIE Networks Limited (**NIE Networks**) in so far as NIE Networks was requested to provide information in connection with the Dispute)
- (iii) prepare a statement of case (the **Statement**) in accordance with the Disputes Policy.

1.8 Each Party was provided with an opportunity to comment on a draft of the Statement. I have considered the comments made to include the contents of the letter from Power NI dated 18 September 2024 [**B50**].

⁴ As it happens, the (final) order explained and notified in this document (see Section Seven) does not include any provision in relation to costs.

- 1.9 This document explains (and notifies) my final determination of the Dispute (**the/this Final Determination**) by order (as is required by Art 47A(7) of the Electricity Order).
- 1.10 In reaching this Final Determination I have reviewed and considered all the documents included and recorded in the indexed list of documents specified in **Appendix 1** to this document (the **Bundle**) which include:
- a) The Statement setting out: an overview of the background to the Dispute; the applicable statutory and regulatory framework; the views of the Parties in respect of the Dispute; and the issues to be determined.
 - b) The documents which accompanied the Statement (copied to the Parties), which include submissions of the Parties on the Dispute.
 - c) Various correspondence with the Parties and NIE Networks following delivery of the Statement to the Parties (to include information provided by NIE Networks).
 - d) Comments made by the Parties in response to a draft determination (**the Draft Determination**) delivered to the Parties dated 10 March 2025.
- 1.11 The Draft Determination explained my provisional determination of the Dispute. That provisional determination was that Power NI was only entitled to recover⁵ part (not all) of the charges making up the Disputed Charges Amount (as shown on the 20 July 2023 Bill).
- 1.12 The Draft Determination made clear that I retained an open mind in relation to the Final Determination of the Dispute (by (final) order) and would consider any comments made by the Parties in response to the Draft Determination before reaching my *final* conclusions and making the Final Determination. I have followed that approach in arriving at this Final Determination.⁶

⁵ The words “*entitled to recover*” are used in Art 47A(2) of the Electricity Order in describing a “billing dispute” that may be referred for the determination of the Utility Regulator.

⁶ Any failure to recite (in this document) any aspect of any comment made on the Draft Determination should, accordingly, not be construed as a failure to consider that comment in reaching the Final Determination.

- 1.13 The Draft Determination explained that I extended no invitation to the Parties to provide new/fresh evidence in response to the Draft Determination. Nor did I invite new grounds of dispute.
- 1.14 The Parties were advised (by the Draft Determination) that if they wished to make an application for the consideration of new/fresh evidence or new grounds of dispute (neither being invited) they should do so within the period allowed for the making of (invited) comment on the Draft Determination.
- 1.15 The Parties were further advised that any such application would be carefully scrutinised and should (if made) include a full explanation as to why the new material should be considered by the Utility Regulator - when making the Final Determination of the Dispute – in circumstances where the Parties were each given a prior opportunity to make relevant submissions and adduce relevant evidence (within specified time limits). Neither Party made a relevant application.⁷
- 1.16 This Final Determination is structured as follows:
- The Parties and NIE Networks: Section Two
 - Applicable legal/regulatory framework: Section Three
 - Factual background and views of the Parties (to include comments on the Draft Determination): Section Four
 - Issues to be determined: Section Five
 - Decision on the Issues (and Draft Order): Section Six
 - Order in determination of the Dispute: Section Seven

⁷ This is a matter to which I will return later in this document.

1.17 There is also a “*Closing Observations*” section (Section Eight) at the end of this document. That section does not form part of my formal Final Determination.

1.18 The (Appendix 1) Bundle comprises –

- Section A – relevant legislation and background documents (referenced with a prefix **A**).
- Section B – other documents and correspondence relevant to the Dispute (referenced with a prefix **B**).

2 **SECTION TWO: THE PARTIES**

The Customer

- 2.1 [REDACTED] for the purposes of the Dispute, trades as [REDACTED] operating out of the Supplied Premises. [REDACTED] resides with his [REDACTED] at domestic premises located close to the Supplied Premises. He is/was at all material times a non-domestic (i.e., business) customer of Power NI.

Power NI

- 2.2 Power NI is a company supplying electricity to approximately 500,000 domestic and non-domestic customers in the Northern Ireland electricity market.
- 2.3 Power NI holds an [electricity supply licence](#) (the **Power NI Supply Licence**) authorising it to supply electricity in Northern Ireland to domestic and non-domestic customers (**A2**). The Power NI Supply Licence contains conditions. Power NI is legally obliged to comply with those conditions.

NIE Networks

- 2.4 NIE Networks owns and operates the distribution network for electricity in Northern Ireland. It also owns the transmission⁸ network in Northern Ireland. It is authorised to carry out (or participate) in these activities under relevant licences. Those licences are here: [NIE Networks Transmission Licence - effective 24 05 2023.pdf](#) and [NIE Networks Distribution Licence - effective 25 11 2024.pdf](#).
- 2.5 NIE Networks performs⁹ (physical attendance) meter (or register) reading (and inspection) services (in respect of supplied premises in Northern

⁸ In basic terms, the difference between the distribution system and the transmission system is marked in terms of the voltage rating of the relevant equipment. The transmission system is made up of High Voltage equipment. The distribution system is made up of lower voltage equipment. The boundary voltage (in Northern Ireland) is 110kV.

⁹ Through employed "Meter Operative" personnel.

Ireland) on behalf of all licensed electricity suppliers (to include Power NI). It does so under industry arrangements sometimes referred to as the “*common services model*”.

- 2.6 The “*common services model*” is a generally understood term within the electricity industry in Northern Ireland. Power NI refers to it in its various submissions in the Dispute. It refers to NIE Networks as the common services provider.

3 SECTION THREE: LEGAL AND REGULATORY FRAMEWORK

- 3.1 The legal and regulatory framework applicable in determining the Dispute is summarised below.

The Electricity Order (A1)

- 3.2 The Dispute is to be determined by order under Article 47A of the Electricity Order.
- 3.3 Art. 47A(4) of the Electricity Order provides (so far as may be relevant) as follows:

47A: Billing disputes

(1) A billing dispute—

(a) may be referred by the customer who is party to the dispute to the Authority¹⁰ for determination in accordance with this Article; and

(b) on such a reference, shall be determined by order made by the Authority or, if the Authority thinks fit, an arbitrator appointed by the Authority.

(2) In this Article “billing dispute” means a dispute between an electricity supplier and a customer concerning the amount of the charge which the supplier is entitled to recover from the customer in connection with the provision of electricity supply services.

(3) The practice and procedure to be followed in connection with the determination of billing disputes shall be such as the Authority thinks appropriate and shall be published by the Authority.

¹⁰ References in the Electricity Order to the “Authority” are to be read as referring to the Utility Regulator. The terms are interchangeable for present purposes.

(4) Except with the consent of the Authority, no billing dispute may be referred for determination under this Article—

(a) unless the matter in dispute has first been referred to [CCNI] pursuant to Article 22 of the Energy (Northern Ireland) Order 2003 and the matter has not been resolved to the satisfaction of the customer within 3 months of the matter being referred to [CCNI];

(b) after the end of the period of 12 months after the end of the period in respect of which the charge which is the subject of the dispute applies.

(5) Where a billing dispute is referred to the Authority, an order under this Article shall be made and notified to the parties to the dispute within the requisite period or such longer period as the Authority may agree with the person referring the dispute.

(6) For the purposes of paragraph (5), the requisite period in any case means-

(a) the period of 2 months from the date when the dispute was referred to the Authority; or

(b) where the information given to the Authority in relation to the dispute was in its opinion sufficient to enable it to make a determination, the period of 4 months from the date the dispute was referred to the Authority.

(7) A person making an order under this Article shall include in the order his reasons for making his decision with respect to the dispute.

(8) An order under this Article—

(a) may include provision requiring either party to the dispute to pay a sum in respect of the costs and expenses of the person making the order; and

(b) shall be final and enforceable as if it were a judgment of the county court.

(9) In including in an order under this Article any such provision as to costs or expenses as is mentioned in paragraph 8(a), the person making the order shall have regard to the conduct and means of the parties and any other relevant circumstances.

(10)

(11)

(12)

(13) The powers of the Authority under Article 31 shall also be exercisable for any purpose connected with the determination of any billing dispute referred to him in accordance with this Article as they are exercisable for a purpose mentioned in paragraph (1) of that Article.

Energy (NI) Order 2003 (A8)

3.4 The general duties and responsibilities of the Utility Regulator set out in Article 12 of the Energy (NI) Order 2003 (the **Energy Order**) do not apply to the Dispute: see Art. 13(2)(a) of the Energy Order which provides:

(2) Article 12 does not apply in relation to anything done by the [Utility Regulator] —

(a) in the exercise of functions relating to the determination of disputes.

The Disputes Policy (A3)

- 3.5 The practice and procedure to be followed in determining the Dispute is (as already mentioned) set out in the Disputes Policy (as adjusted where necessary to maintain good administration).

Condition 38 of the Power NI Supply Licence

- 3.6 Condition 38 of the Power NI Supply Licence includes (relevantly) the following:

Bills and Statements Based on Meter Readings

8. *For the purposes of paragraph 7(e), the amount of electricity calculated as having been consumed by the Customer shall be determined by reference to:*

- (a) an actual meter reading;*
- (b) a meter reading taken by the Customer that the Licensee considers to be reasonably accurate (a 'customer meter reading'); or*
- (c) where no actual or customer meter reading is available, the estimate of the Licensee (an 'estimated meter reading').*

11 *The Licensee shall:*

- (a) use all reasonable endeavours to take an actual meter reading in respect of each of its Customers (save insofar as he receives an unmetered supply) on at least an annual basis;*
- (b) send a bill or statement to the Customer which reflects the actual meter reading taken in accordance with paragraph (a); and*
- (c) maintain, for a period of at least three years, and provide to the Authority on request, evidence of the reasonable endeavours it has*

used to obtain such an actual meter reading for each of its Customers.

[Underlining added]

The Back Billing Requirements¹¹

- 3.7 On 8 January 2020 the Utility Regulator published a Decision Paper¹² (**the Decision Paper**) on the conditions for the recovery of charges under “back bills”: [Back billing in the NI Retail Energy Market - Decision | Utility Regulator \(uregni.gov.uk\)](https://www.uregni.gov.uk/back-billing-in-the-ni-retail-energy-market-decision). (**A5**). To assist the reader, a “back bill” or “catch up bill” occurs when a supplier (like Power NI) seeks to recover charges connected with the supply of electricity to a supplied premises in circumstances where that charge was not previously billed to the supplied customer.
- 3.8 A notice under Article 14(2) of the Electricity Order – signed and dated 7 January 2020 (**the 7 January 2020 Notice**) - was published alongside the Decision Paper: [Back billing in the NI Retail Energy Market – Article 14 Notice | Utility Regulator](https://www.uregni.gov.uk/back-billing-in-the-ni-retail-energy-market-article-14-notice). (**A 10**).
- 3.9 The 7 January 2020 Notice explained the *proposed* introduction of a new Condition 38A into electricity supply licences and (by paragraph 3) the (summarised) *effect* of that new Condition 38A.
- 3.10 Paragraph 4 of the 7 January 2020 Notice explained that the reason *why* the Utility Regulator was proposing the new Condition 38A was set out in the Decision Paper. The 7 January 2020 Notice further explained that the proposed modification would take effect from 1 September 2020.

¹¹ The phrase “Back Billing Requirements” is used in this document as a shorthand to describe the requirements of Condition 38A of the Power NI Supply Licence. Condition 38A is included in all electricity supply licences. In large measure, the Dispute concerns the application of the Back Billing Requirements.

¹² The Decision Paper includes reference to a previous consultation on back-billing.

- 3.11 On 11 March 2020 the Utility Regulator published its 9 March 2020 notice (**the 9 March 2020 Decision Notice**) of *decision* (under Art 14(8)¹³ of the Electricity Order) introducing (by modification) a new **Condition 38A** - setting out the conditions for recovering a “back bill” (which conditions we shall call the **Back Billing Requirements**) - into *all* electricity supply licences (to include the Power NI Supply Licence): [Backbilling - Article 14 Notice Decision \(Electricity\) v1.0 SIGNED.pdf](#) (**A6**).
- 3.12 Paragraph 3 of the 9 March 2020 Decision Notice explained the *effect* of the modification (to be) made (i.e., Condition 38A). Paragraph 4 referred to the 7 January 2020 Notice and the Decision Paper. Paragraph 5 explained that the modification (the introduction of Condition 38A) was to take effect from *1 October 2020* and not 1 September 2020 as indicated in the 7 January 2020 Notice.

Condition 38A [of the Power NI Supply Licence]: Time Limit on the Recovery of Charges

The Time Limit

- 1 *The Licensee shall not recover, or take any steps to recover, any Charges for the Supply of Electricity to Relevant Premises more than 13 months after the Relevant Date, unless:*
- (a) it has satisfied the requirement of paragraph 2 in relation those charges; or*
- (b) any one or more of the circumstances described in paragraph 3 applies.*

¹³ The 9 March 2020 Notice was wrongly titled as a notice under Art 14(2) of the Electricity Order. Nothing turns on this error. Paragraph 1 of the 9 March 2020 Notice refers to the modifications to be made. This can be compared to paragraph 1 of the 7 January 2020 Notice which referred to “proposed” modifications. Similar observation can be made in respect of paragraph 3 of each notice. The 9 March 2020 Notice meets the requirements of and stands as a notice under Article 14(8) of the Electricity Order. Condition 38A is a legally operative part of the (conditions to the) Power NI Supply licence. Power NI has not contended otherwise.

Action Taken within the Time Limit

- 2 The requirement of this paragraph is that, on a date which falls no more than 13 months after the Relevant Date, the Licensee:

(a) sent a bill, or any equivalent demand for payment, to the Customer in respect of the Charges for the Supply of Electricity; or

(b) otherwise took steps to recover the Charges for the Supply of Electricity, the effect of which has been (or will be) reflected in the next statement sent to the Customer after those steps were taken.

Circumstances in which the Time Limit Does Not Apply

- 3 The circumstances described in this paragraph are each of the following:

(a) the recovery of, or steps taken to recover, the Charges for the Supply of Electricity by the Licensee occurred prior to 1 October 2020;

(b) the Licensee was unable to satisfy the requirements of paragraph 2 in relation to the Charges for the Supply of Electricity in consequence of the fact that:

(i) the Licensee was unable to obtain an Actual Meter Reading¹⁴ at the Relevant Premises in respect of the period to which the charges relate, in spite of having taken all reasonable steps to do so; or

(ii) the Customer, or any other person in occupation of the Relevant Premises, has unlawfully taken a supply of electricity, or interfered with the metering equipment, at those premises.

- 4 The Authority may, following consultation with such persons as it considers appropriate, modify paragraph 3 of this condition by adding to that paragraph such further descriptions of circumstances as it considers appropriate.

¹⁴ Underlining added. The (proper) meaning of the phrase “Actual Meter Reading” is of particular significance in the determination of the Dispute.

Terms of Relevant Contracts

- 5 The Licensee shall ensure that, by no later than 1 October 2020 and at all times after that date, the terms and conditions of all Relevant Contracts contain provisions which reflect the effect of paragraphs 1 to 3 of this condition.
- 6 The Licensee shall not enforce or otherwise rely on any term or condition of a Relevant Contract to the extent that to do so would be incompatible with its obligations under this condition.

Definitions

- 7 In this Condition:

Actual Meter Reading	means an electricity meter reading taken by the Licensee or on its behalf (but does not include a meter reading taken by the Customer or an estimated meter reading).
Market Registration Code	means the document of that name having effect under and in accordance with the Market Registration Framework Agreement (as that term is defined in Condition 4).
Relevant Contract	means a Contract or Deemed Contract with a Customer at Relevant Premises.
Relevant Date	means, in respect of any Charges for the Supply of Electricity: (a) where such charges relate to the consumption of units of electricity, the date on which those units

were consumed or can reasonably be estimated to have been consumed;

(b) where such charges take the form of a standing charge or other form of charge that is not related to the consumption of units of electricity, the date on which such charges were accrued or (if earlier) in respect of which they are levied.

Relevant Premises

means Domestic Premises or Small Business Premises.

Small Business Premises

means a Non-Domestic Premises at which the annual consumption of electricity, taken together with the annual consumption at all other Non-Domestic Premises (if any) at which the Licensee gives a supply of electricity to the same Customer under a Contract or Deemed Contract, is less than 50 MWh calculated:

(a) by reference to the 12 months of consumption data most recently available in respect of the premises;

or

(b) where such data is not available, by reference to one of the following:

(i) the estimated consumption data in respect of the premises that is used by the Licensee to bill the Customer; or

(ii) the actual usage factor or estimated usage factor attributable to the premises as calculated under and in accordance

with the provisions of the Market Registration Code.

Code of Practice on Non-Domestic Bills and statements

- 3.13 Condition 38(2) of the Power NI Supply Licence requires Power NI to comply with a billing code of practice. This Code of Practice for *non-domestic* bills and statements is at Annex 5 of this published decision paper: [2017-07-05 decision paper bills and statements FINAL.PDF](#). [A9]

The Power NI Non-Domestic Terms and Conditions (of Supply).

- 3.14 The contract of supply between [REDACTED] is governed by the Power NI Non-Domestic Terms and Conditions (**the Power NI T&Cs**). [B27-2A and B27-2B].
- 3.15 The Power NI T&Cs incorporate the Back Billing Requirements in conformity with the (regulatory) obligation included in Condition 38A(5).

4 SECTION FOUR: FACTUAL BACKGROUND TO THE DISPUTE AND THE RESPECTIVE VIEWS OF THE PARTIES (TO INCLUDE COMMENTS ON THE DRAFT DETERMINATION)

- 4.1 The following is a summary. The full factual background is to be gleaned from the documents identified in the “B” part of the Bundle: all of which I have considered (to include the responses to information requests made to NIE Networks).¹⁵ I have also considered all the representations/views of the Parties contained in those documents to include the comments made on the Draft Determination. Accordingly, a failure to specifically mention in this document a specific document or representation/view included within the “B” documents should not be considered to reflect a failure to have proper regard to that document or representation.
- 4.2 It is noted that both Parties have submitted details of previous interaction with the Consumer Council for Northern Ireland (**the CCNI**) in relation to Dispute. It is important to clarify that I am in no way bound by the adjudication reached by the CCNI (on the matter referred to it by the Customer) which was, in broad summary, that the Back Billing Requirements did *not* disentitle Power NI from seeking to recover any part of the Disputed Charges Amount (as recorded in the 20 July 2023 Bill).¹⁶

Engagement with Power NI¹⁷

- 4.3 On 31 May 2023, [REDACTED] contacted Power NI by telephone to dispute the recent electricity bill/s he had received from Power NI totalling

¹⁵ It is right to record my thanks to NIE Networks for its co-operation.

¹⁶ Neither Party argued against this approach in comments made in response to the Draft Determination.

¹⁷ In its letter of 18 September 2024 Power NI (commenting on a draft of the Statement) asserted that starting a description of “engagement with Power NI” from 31 May 2023 would fail to accord sufficient significance to the interactions had with the Customer in the period *before 31 May 2023*. For the avoidance of doubt, I have carefully considered Power NI’s *complete case* as to *all* relevant interactions with the Customer as recorded in the Power NI submissions on the Dispute to include: the Power NI Response document; the Power NI letter of 18 September 2024; and the Power NI comment on the Draft Determination.

██████████. (B26). This bill covered (or included) a period from 26 October 2020 to 25 January 2023. Power NI advised ██████████ that,

“the account was rebilled following long-term estimates. No payments from September 2022, (sic) they emailed a breakdown of the account detailing the meter reads and account balance and requested that ██████████ revert with a pay plan proposal urgently as account has been sent to NIE Networks for a visit.” (B26)

During the call ██████████ provided a current meter reading of 79490. The reference to a visit is likely a visit for the purposes of making a disconnection of the Supplied Premises.

4.4 ██████████ followed up with a call to Power NI on 1 June 2023 making a proposal of payment in respect of the recent bill to prevent disconnection. He also sought advice in respect of the “back-billed” amount included in the bill.

4.5 Power NI accepted this proposal and the bill that had been previously issued to ██████████ in respect of his recent usage was rebilled using the meter reading of 79490 that ██████████ had provided on 31 May 2023.

4.6 On 6 June 2023 ██████████ ██████████ the Customer Payment and Accounts Resolution team within Power NI. On this call ██████████ advised that he had sought legal advice and had also spoken with CCNI. He asked to make a formal complaint regarding estimated reads and issues with the meter.

4.7 On 7 June 2023 ██████████ submitted his complaint by email to Power NI (B28-170) stating –

“I was recently billed retrospectively for 3 years with a bill for ██████████. I have a small business operation as a ██████████ and would not have used this amount of energy. There has always been an arrangement where the meter reader can call to the house for the keys to the ██████████ to gain access to read the meter. I have always paid any bill that has come in

assuming it was from a reading but have now been informed that they are estimated bills. These bills are wrong.”

4.8 Copies of original bills and “rebilled” bills sent to [REDACTED] by Power NI have been provided to the Utility Regulator. (B28). “Re-billed” here means a replacement bill issued by Power NI to [REDACTED] covering the same period of supply and showing an adjusted (uplifted) quantity of electricity in respect of which charges were now being made (by Power NI). There were **three** rebilled bills: all with a bill date of **24 February 2023**.

4.9 The **first** (chronologically) of the February 2023 rebilled bills (B14-D) was for [REDACTED] (including VAT) and covered the billing periods 26 October 2020 to 18 October 2021. The rebilled quantities of electricity (for each period covered) now charged for were as follows:

Period covered	Re-billed Units
26/10/2020 - 25/01/2021	32,072
25/01/2021 - 20/04/2021	4,976
20/04/2021 - 28/07/2021	4,353
28/07/2021 - 18/10/2021	3,889

4.10 The **second** February 2023 rebilled bill (B14-E) was for [REDACTED] (including VAT) covering the period 18 October 2021 to 19 January 2022. The rebilled quantities of electricity (for the period covered) now charged for were as follows:

Period covered	Re-billed Units
18/10/2021 - 19/01/2022	5,817

4.11 The **third** rebilled bill (B14-F) was in the amount of [REDACTED] (including VAT) covering the period 19 January 2022 to 24 January 2023. The re-billed

quantities of electricity (for the period covered) now charged for were as follows:

Period covered	Re-billed Units
19/01/2022 - 27/04/2022	5,700
27/04/2022 - 25/07/2022	3,901
25/07/2022 - 26/10/2022	4,548
26/10/2022 - 24/01/2023	5,712

- 4.12 Power NI contacted NIE Networks regarding the meter reading issues. On 20 July 2023, NIE Networks confirmed by email to Power NI (**B28-17S**):

“that they are aware of the procedures for accessing these properties, in that 1st meter is in an open shed which gets read, then you call at the house for the key to the other property¹⁸, if there is no access to the house call then the other property will be estimated on the basis of no key available. There used to be a key left under a stone to read the meter in question, that changed around COVID, and the key was removed by the customer. There also has been estimates shown below this year by the same meter reader who has reported the call closed (card left) due to no key available at the house.”

- 4.13 On 27 July 2023 Power NI contacted [REDACTED] by email to update him on the information that had been provided to them by NIE Networks. (**B28-17U**).

- 4.14 On 31 July 2023 [REDACTED] emailed Power NI (**B28-17V**) to confirm that the key (for the Supplied Premises) used to be kept under a bucket up until 2015 and was removed after a contractor had finished earth works at the site. [REDACTED] advised that [REDACTED] has caring responsibilities for their

¹⁸ The reference to the “other property” is a reference to the Supplied Premises.

██████████ until 6pm each day and so is always at home. ██████████ stated that the meter reader could either call at the house or text in advance for the key for access to the ██████████ as they have done so in the past. ██████████ advised that he had also requested a meter test and an explanation as why the Power NI estimates are so inconsistent. He also stated that in October 2020 the estimate was “98837” which is well over the (then) current reading. ██████████ stated;

“...the last bill read came in at a fraction of Power NI’s estimates over the last 3 years which confirms inaccurate bills estimated over the period.”

██████████ stated that he had asked CCNI to step in to resolve the issues.

- 4.15 On 8 August 2023 Power NI followed up with NIE Networks regarding its initial request for a meter inspection at the Premises.
- 4.16 On 21 August 2023 NIE Networks undertook a meter inspection and found the meter at the Supplied Premises to be operating within 0.06% of the prescribed limits. **(B27-7)**
- 4.17 Power NI corresponded with CCNI on the matter. This correspondence is addressed in the next section of this document.
- 4.18 On 11 January 2024, Power NI contacted ██████████ advising that there was a balance outstanding on the account of ██████████ with no payment made from 3 September 2022. **(B13)**. Power NI advised it was aware that (i) the case was previously raised with customer relations (ii) CCNI consideration had closed and (iii) ██████████ had been advised of the next steps concerning a payment proposal. Power NI stated that it required an upfront payment of ██████████ along with a direct debit monthly payment of ██████████ for the next 24 months. This payment was calculated to recover the balance/unbilled usage over 24 months. ██████████ was advised that his account was now at disconnection stage and there was a risk of further fees and a visit from NIE Networks engineers (presumably to effect disconnection).

4.19 On 6 February 2024, Power NI personnel met with [REDACTED] – at the Supplied Premises – to discuss his commercial electricity account (B13). Power NI followed this site visit up with an email (B13) outlining what had been discussed as follows:

- Power NI found there to be minimal appliances. There was a pump for water, which [REDACTED] had advised was used during the season March to August, aside from occasional use in October for leaves etc. [REDACTED] advised that the pump uses 1 kilowatt per hour.
- Power NI advised [REDACTED] to check each quarterly bill to ensure that the meter reading is correct. For the next few months, his electricity account would be managed monthly.
- A call would be made to [REDACTED] on 21 February 2024 for the meter reading to be provided and payment to be made.
- Power NI advised that [REDACTED] should arrange for his own electrician to check the appliances to ensure they are working correctly. [REDACTED] was advised to put timers on the pumps.
- Power NI advised that [REDACTED] should take readings before the pumps are turned on and then after so they usage can be established.
- [REDACTED] advised Power NI that he had contacted the Utility Regulator as he was not satisfied with the outcome and considered that that the “13-month rule” [REDACTED] [REDACTED] should apply.
- [REDACTED] agreed to pay [REDACTED] on 7 February 2024.
- Power NI advised that it sent numerous letters to [REDACTED] highlighting the estimated readings and requesting a customer read.

4.20 On 7 February 2024 [REDACTED] made payment of [REDACTED] towards his account.

Engagement with CCNI

- 4.21 In August 2023, [REDACTED] contacted CCNI. His complaint concerned a bill he had received from Power NI for [REDACTED]. [REDACTED] made the case that prior to 2020, his usage would have been approximately [REDACTED] per year and the current billing information appears to be based on estimated reads. **(B27-4)**
- 4.22 On 16 August 2023, CCNI contacted Power NI on behalf of [REDACTED] (B27-4).
- 4.23 During CCNI's handling of the dispute, Power NI provided:
- NIE Networks' meter reading spreadsheet from 23 October 2019 to 17 July 2023. **(B6-2A)**
- 4.24 On 22 August 2023 CCNI advised [REDACTED] **(B1)** they had received a response from NIE Networks advising that it could not gain access to the read the meter from 23 January 2020¹⁹ to 25 July 2022.
- 4.25 On 29 August 2023, Power NI stated **(B27-3)**:
- NIE Networks meter readers attempt[ed] to obtain a meter reading every quarter from each property. If access is not gained, then NIE Networks will submit an estimated meter reading to Power NI, and that their meter reader is familiar with the procedure for gaining access to these properties.
 - At least two (so called) OS7 letters were issued by NIE Networks on 17 December 2020 and 18 March 2022.
 - It had issued nine "Long Term Estimated Reads" letters and its bills also reflected where the meter readings were estimated.

¹⁹ It should be clarified that this does not mean (as it might be read) that NIE Networks performed a physical read at the Supplied Premises on 23 January 2020. Records were provided that showed an attempted read on 23 January 2020. The Power NI Response (dated 10 July 2024) confirmed that the last read performed by NIE Meter Operative was 25 January 2018.

- That during the Covid period, communications were sent to business customers advising of the importance of providing meter readings to keep accounts accurate.

4.26 Power NI advised CCNI (**B27-3**) that NIE Networks obtained a meter reading on 17 July 2023 of 81425 and a preliminary meter test was carried out on 21 August 2023. The results confirmed the meter was recording within the prescribed limits. The meter reading taken by NIE Networks during the preliminary test was 82667. Power NI confirmed that the last bill dated 20 July 2023 [REDACTED] was based on an NIE Networks [REDACTED] reading of 81425. The reading taken on 21 August 2023 followed on from this reading. Power NI advised that the next reading was due the week of 19 October 2023 and going forward should any of [REDACTED] bills be estimated, it would advise that he contacts Power NI and submits a reading from his meter. Power NI also offered the opportunity to discuss payment options.

4.27 On 18 September 2023, [REDACTED] responded to CCNI (**B1**) to state that he did not receive any letters from Power NI nor any call card reminders from NIE Networks. He advised he only received one call card reminder, and this was *after* he submitted his complaint earlier in the year. He stated that some of his bills were being estimated as far back as 2016. [REDACTED] stated the actual meter reading in August 2023 was only 82667 and he had been paying bills based on estimates of 92253 back in 2019 and therefore believed he must be approx. 10,000 units in credit.

4.28 On 28 September 2023, Power NI responded (**B27-3**), to an email from CCNI (**B27-3**) by asserting that [REDACTED] account was not in credit. Power NI stated that:

- (i) On 25 January 2018 there was an NIE Networks meter reading taken of 84060 (the following reading was a customer reading of 86140 which follows on from the (25 January 2018) NIE Networks reading).

(ii) Since these readings in 2018, electricity continued to be used at the Supplied Premises.

(iii) Units of electricity continued to pass through the meter and the reading reached 99,999 before it returned to and started from “zero” again.

(iv) The meter reading would not have gone from the NIE Networks reading of 84060 on 25 January 2018, to a lower NIE Networks reading of 81425 as taken on 20 July 2023 which is 5 years later.

(v) Recent meter readings further confirm the units being consumed at the Supplied Premises.

(vi) Within a short period of one month the meter readings moved on showing 1242 units were consumed/used [with Power NI pointing to a NIE Networks meter reading on 17 July 2023 of 81425, and a NIE Networks reading on 21 August 2023 of 82667, working out at a total of 1242 units (registered as) used during this period of just over one month].

4.29 [REDACTED] advised in his email (**B1**) to CCNI on 29 September 2023, that he understood the figures provided by Power NI not to reconcile: claiming that the figures leap back and forward with variations over the period involved.

4.30 On 9 November 2023 CCNI emailed Power NI (**B27-3**) regarding a recent email received from [REDACTED] on 17 October 2023 (**B1**). This correspondence was in respect of a meter reading that took place at the Supplied Premises on 17 October 2023, with CCNI noting that despite NIE Networks gaining access to the Supplied Premises on 17 October 2023 the meter reading on [REDACTED] bill for October 2023 was (shown as) *estimated* rather than *actual*.

4.31 Power NI responded to CCNI on the 15 November 2023 (**B27-3**) and stated that it

“ . . . queried the matter with NIEN [which] has advised that at the first attempt the meter reader did not gain access to the property,²⁰ therefore he entered on his handheld meter reading device "no keys" to report the call closed. Subsequently the customer called the meter reader back and supplied the key to the shed, allowing him access to read the meter. Unfortunately, this reading was not entered into the meter readers handheld device in error, and NIEN [does] not have a record of it. The meter reader however did give the reading verbally to the customer when he returned the key back to her. . . [On behalf of NIEN] I apologise for this and if [REDACTED] would like to provide the reading either now or the one the meter reader gave at the time, I can arrange to have the bill updated.”

4.32 On 30 November 2023, in an email to [REDACTED] (B1) CCNI stated as follows:

“As already advised, the back-billing rule does not apply when a supplier has been unable to obtain an actual read²¹ despite using all reasonable efforts to do so and we are not in a position to revisit this aspect of the case because we have already provided you with information outlining call card reminders, bills, and letters that were issued to you regarding the prolonged period of estimated readings as a result of NIE Networks being unable to access your meter and as a result of you not providing meter readings.²² Based on the evidence provided by both NIE Networks and Power NI, we are satisfied that 'reasonable efforts' were made to obtain a reading and to alert you [REDACTED] the fact that a reading was required, therefore, the back billing policy would not apply.

²⁰ This is to be read as reference to the Supplied Premises.

²¹ It is observed that CCNI does not here refer to the actual text of Condition 38A. Nor does it refer to the definition of “Actual Meter Reading” in Condition 38A.

²² Here CCNI looks to be referring to what the definition of “Actual Meter Reading” in Condition 38A describes as “a meter reading taken by the Customer”.

With regards to the bills from 2015 to 2020, this predates your complaint and is therefore not relevant to the complaint you raised with us or our investigation."

Views expressed by the Parties on the Dispute prior to delivery of the Statement

4.33 In his communication with the Utility Regulator (B1) on 28 February 2024 [REDACTED] stated the following:

"I am requesting the regulator to consider my complaint under the back billing rule.

I have been trying to resolve the issue of an excessive electricity bill of [REDACTED] which has placed me in substantial debt and great stress.

Power NI [has] been estimating my electricity bills since 2015 as it turns out, [REDACTED] looks after the payment of bills and all bills are paid as they come in.

In approx. January 2023 the huge bill arrived and was in stark contrast to our normal quarterly bills which are around [REDACTED]

At first we thought this was a mistake, however Power NI say it is not a mistake. I then contacted NICC which looked into my complaint but decided that I did not qualify under the back billing rule because I had not provided access for the meter to be read.

This is totally untrue as there has always been an arrangement for the meter reader to obtain the keys for [REDACTED] in order to read the meter after reading the domestic reader at our house.

The meter reader has failed to call at our door to obtain the keys as far back as I can remember. The meter reader has claimed he did call for the keys but there was never anyone at home to give him the key. My [REDACTED] is [REDACTED] [REDACTED] and is always at home with her as we have been [REDACTED] [REDACTED] so someone has always been at home to provide keys for the meter reader had he have called for them. This has been borne out since July 2023 when he made three unannounced visits to our home and someone was always there to provide the keys.

Power NI say call cards were left and letters issued but we have no record of any more than 2 letters that were computer generated saying our last 4 bill were estimated.

Adding to the [REDACTED] in this matter would have been the period of Covid restrictions from 2020 onwards when no one called at the house not even family as we were vulnerable pensioners, on top of this I myself [REDACTED] [REDACTED] and so the last thing on my [REDACTED] mind would be to check [REDACTED] the bill was estimated or not and she just paid any bill that came in.

I have enclosed all of my supporting evidence for your consideration, namely correspondence between myself and NICC. It can be seen that the bills supplied by Power NI fluctuate wildly and they are unable to explain to me a number of very steep estimates, the estimates also go up and down with no apparent reason for such.

I have in front of me a situation where I have 2 sets of bills for the same period, both in contradiction of each other and I will give some examples below.

January 2022 E005841.

January 2022 E049944

October 2021 E004175.

March 2022 .. E005291

April 2022 E005615

April 2022 E055644

July 2022 E006615

July 2022E059545

Some of these bills are recorded as E and the same bill is recorded as an actual read.

There are other estimates that are E000431 then a changed bill for the same period of E039000+ as you can see these figures are all very confusing and do not reconcile and Power NI can only say some readings were not validated or were a computer glitch.

I only have an airator at the [REDACTED] that uses 1kw/ hour we have no outside lighting not any other appliances and so I fail to see how this so-called past usage can have occurred, to this end I have monitored my usage over the past 8 months and it is only a fraction of what power NI claim I have used in the past.

I have been put under tremendous pressure from Power NI to pay this bill over a period of 2 years which is totally unaffordable and as I have said I do not see how I could owe so much despite paying all our bills over the period.

I met with 2 reps from Power NI on the 6th February 2024 where I offered to pay [REDACTED] up front and my energy use on a monthly basis going forward until the regulator is able to look at all of the evidence provided.

Having paid the [REDACTED] on the 7th February 2024 they were to contact [REDACTED] on the 21st of each month to obtain a meter reading, they failed to contact her on

the 21st February 2024 and so she emailed them on the 26th February with the meter reading and we await their response.

Please can you consider all of the evidence provided as Power NI have always had access to read the meter and have allowed the situation to go on since 2015, given such wide discrepancies in their billing I believe Power NI should have investigated after 1 year and not allowed it to continue for almost 4 years."

4.34 Attached to [REDACTED]'s submission dated 28 February 2024 were various interactions with CCNI and Power NI (**B1**). The essential features of those communications have been set out above.

4.35 On 1 May 2024 and 21 May 2024 further information was received from [REDACTED] [REDACTED] by email and post (**B6** including (**B6-1 to B6-13**), **B7, B7A, B8, B8A, B9, B9A, B13**). This included: copies of emails; Power NI bills; and material related to a subject access request (SAR) made to CCNI by [REDACTED]

4.36 On 10 June 2024 the Utility Regulator wrote to the Parties (**B16-A**) as follows:

"The nature of the Billing Dispute

It has now been clarified that:

(a) the Billing Dispute is made/referred under Art 47A of the Electricity (NI) Order 1992 (the Electricity Order) and concerns the billing period 26 October 2020 through to 17 July 2023 and a disputed amount (for that total period and shown on the [REDACTED] in the amount of [REDACTED]

(b) Power NI's entitlement to the disputed amount is contested on the basis that (i) the (so-called) Back Billing Requirements mean that Power NI cannot charge the disputed amount and (ii) the electricity billed by Power NI is claimed not to have been in fact supplied to and consumed by [REDACTED]

4.37 The Utility Regulator wrote to the Parties on 25 June 2024 (**B19-A**) to advise of our decision to adopt the description of the nature of the Dispute set out in our letter of 10 June 2024.

- 4.38 By emails of 11 July 2024, Power NI made its response (**the Power NI Response**) to the referred Dispute (**B26, B26A, B27 (B27-1A to B27-11S), B28 (B28-12A to B28-17X)**). As part of this communication, Power NI provided c. 111 supporting documents.
- 4.39 The Power NI Response makes the case that Power NI is entitled to recover the full Disputed Charges Amount. Looking at the Back Billing Requirements, Power NI contends that that it took *all reasonable steps* to obtain a meter reading at the Supplied Premises in conjunction with NIE Networks. Reference is made to the steps evidenced in the documents attached to the Power NI Response to include various communications to [REDACTED] Power NI submits that it has repeatedly highlighted to [REDACTED] that his bills were estimated and provided instructions that [REDACTED] could have followed to submit a customer reading/s. Power NI further asserted that the units (or quantity) of electricity recorded as making up the Disputed Charges Amount were supplied to and consumed by [REDACTED] at the Supplied Premises.
- 4.40 On 6 August 2024, [REDACTED] responded (**B36**) to the Power NI Response stating that NIE Networks has always had free access to the keys for the Supplied Premises to take an actual (physical attendance) meter reading: all NIE Networks was required to do is to call at the door of his domestic premises next to the Supplied Premises (after reading the house meter) and [it] would get the keys that would allow [it] access if [REDACTED] was not there. [REDACTED] further stated that going back over a period of nine years the meter inspector (by which he means the NIE Networks Meter Operative tasked with taking actual reads on physical inspection of the meter register) has only taken an actual reading a few times, which it is claimed, is confirmed by the printout provided. [REDACTED] stated that due to various caring responsibilities someone was always present at the (domestic) house.
- 4.41 [REDACTED] further stated that since he has raised this billing issue with Power NI, every time a meter reader has arrived unannounced there has always been someone to provide them with the keys (for the Supplied

Premises). [REDACTED] claimed that in October 2023 his [REDACTED] observed a meter reader taking his house reading and putting a card through his house door advising that he could not gain access to the Supplied Premises. The meter reader has not (it is claimed) knocked on the door. At that point [REDACTED] called him back and provided the keys to him, noting his car registration number. The meter reader then (it is claimed) took the reading. However, the bill (subsequently) received from Power NI still came back as presented on an *estimated* bill basis and not a bill based on an *actual* (NIE Networks Meter Operative physical attendance) read of the meter.

4.42 [REDACTED] further claimed that on 6 February 2024, he met two Power NI employees and showed them the one electrical appliance on the Supplied Premises (rated 1KW). He was asked to get an electrician to check all the wiring and run that one appliance to check its consumption. This was ([REDACTED] claims) done over a six-week period, and everything was fine.

4.43 [REDACTED] also asserted that he was to provide a monthly reading from February 2024 and pay that monthly bill each month whilst the issues were looked at. [REDACTED] stated that, since then, Power NI has failed to ring most months for a reading and his [REDACTED] has had to phone the readings in to Power NI. [REDACTED] also claims that Power NI has not adhered to the payment agreement and is instead billing for each quarter since January 2024, which is making it appear that he is not paying his bills from then until now.

4.44 [REDACTED] further asserted that both he and Power NI had monitored the actual usage at the Supplied Premises from August 2023 until the date of his communication: a period of about one year. [REDACTED] maintained that the units used/consumed at the Supplied Premises over the year are 8117, which gives an average of 2029 units per quarter, and an approx. bill for the year of [REDACTED]. [REDACTED] asserted that whilst he understands energy prices have gone up and down over the billing period covered by the Dispute, the readings he points to show that it would have

taken over 12 years for his meter to have gone round the clock as Power NI is claiming. [REDACTED] disputed how Power NI could make any such claim particularly given the absence of actual meter reads over the years and the comparison with the usage for the meter read period he referenced.

4.45 On 13 August 2024 Power NI responded (**B38-A**) to [REDACTED] email making comment on the Power NI Response. In this response Power NI reiterated that NIE Networks had attended the Supplied Premises on 21 August 2023 and the meter was found to be recording within the prescribed limits.

4.46 Power NI highlighted that [REDACTED] current usage sits outside the billing period/s covered by the Dispute and cannot be relied upon as an accurate reflection of similar usage during the relevant billing period/s.

4.47 Power NI maintained that it had thoroughly responded to all points raised in the Dispute and provided evidence that Power NI took all reasonable steps to *“obtain a meter reading at the [Supplied Premises] either directly or via NIE Networks”*. In total there were – it was asserted - 54 attempts to *“either obtain a meter reading, ask [REDACTED] to submit a meter reading, highlight the importance of submitting meter readings or highlight the bills were based on estimated readings”*

Power NI specifically referred to “cards” left by NIE Networks at the Supplied Premises *“to obtain a customer reading”*²³ (which it had supplied as Annex 8 (a and b) to the Power NI Response).

4.48 In response to [REDACTED] comments on monitoring current usage, customer service queries and ongoing billing it was Power NI’s position that these sit outside the period of the Dispute. Power NI contended that it had already offered [REDACTED] a payment plan on the balance of the disputed charges which it considered fair and reasonable. Power NI advised that it would continue to work with [REDACTED] regarding the management of his electricity account.

²³ Underlining added.

4.49 On 25 August 2024, [REDACTED] responded **(B47)** by email to Power NI's response dated 13 August 2024. In his email [REDACTED]

- (i) agreed that the meter was tested and found to be working correctly,
- (ii) stated that the colleagues from Power NI who attended the Premises in February 2024 were able to see that there was only 1 appliance rated at 1KWh in place,
- (iii) advised he did what was as asked by these individuals and had his own electrician test the appliance and any wiring on site,
- (iii) claimed that all was found to be in order with the appliance and wiring on [the Supplied Premises].

4.50 [REDACTED] maintained that the usage over the observed period from August 2023 should be considered:

"... a totally accurate record for the period.

"[Power NI] contend that this information is outside the billing dispute period and should not be considered along with the information going back showing nine years of Est (sic) bills.

I understand the information is outside the dispute period however it is important evidence that shows a broader picture of what has been the case in the past and also in the present.

[Power NI] say that the last recorded year is not an indication of how the units used would have been over the disputed period in an effort to make the past years accurate recording irrelevant, in saying this they must also accept the same about their Est bill for the disputed period cannot be relied upon given that the period in question was not arrived at by any accurate reading."

4.51 Lastly, in response to Power NI's point regarding working together to manage his account, [REDACTED] maintained in his email as follows:

"I have not found that to be the case were even after what was agreed with the two ladies in Feb, despite me paying for my power every month I am still getting billed for the quarter I have paid and receiving Final demands as well for the disputed [REDACTED]"

Exchanges with the parties and NIE Networks after notification of the Statement

4.52 On 26 November 2024 the CMT wrote to the Parties advising that information related to the Dispute would be sought from NIE Networks and asking the Parties to respond to the following information request:

Dear Sirs,

Information now sought from the Parties.

The [Power NI] website presently publishe[s] this: [Meter reading and billing / Customer Guides / Power NI Business & Farm](#)

[Power NI] is asked:

- (a) Whether it is accepted that this guide would apply to [REDACTED] account.*
- (b) When this guide was first published.*
- (c) If this guidance was first published after October 2020 to provide the predecessor guide/s (on the same topic as would have applied to [REDACTED] account) that were published in the period after October 2020 (confirming the date of each publication).*

[REDACTED] is asked:

- (i) Whether he ever received SMS text messages or phone calls from or on behalf of NIE Networks Limited in relation to obtaining customer or NIE Networks meter reads for the relevant premises supplied by [Power NI] and for which the charges are disputed in the current billing dispute.*

(ii) If the answer to (i) is “yes” for all relevant details to include dates and type of communication (providing any evidence of related communication).

4.53 Later on 26 November 2024 we sent the following information request to NIE Networks (copied to the Parties)

“The NIE Networks website includes this: ([Get answers to the most popular questions our customers are asking us about meter reading | Northern Ireland Electricity Networks](#))

We should be grateful if NIE Networks could

- (i) Confirm when the above publication first appeared on its website.
- (ii) If the answer to (i) is a date after October 2020 provide the predecessor guide/s (on the same topic as would have applied to [REDACTED] account) that were published in the period after October 2020 confirming when each was published.
- (iii) Confirm whether it has any record of SMS or phone calls having been made to [REDACTED] – in relation to obtaining a read of the meter for supplied premises (above) – in the period from October 2020.
- (iv) If the answer to (iii) is “yes”, provide details of the relevant communications to include dates.

4.54 Later still on 26 November 2024 we received the following initial response from [REDACTED] to our emailed query of 26 November 2024:

Dear [REDACTED]

...

I also confirm that I have never received a text or phone call from Power NI regarding meter readings[.] I cannot do texting and only use my mobile to receive calls and I have never as I have stated received any texts or calls from Power NI, since raising the issue of meter readings with Power NI. I find it interesting that every meter reading from that time we have been at

home and given the keys to [REDACTED] and the meter reader has been able to take a reading.

4.55 On 27 November 2024 we emailed [REDACTED] as follows:

Thank you for your email of 26 November 2024 in response to our email of earlier on 26 November 2024 . . .

You have referred to a lack of calls or texts from [Power NI]. Thanks for confirming that that but our question was:

- 1. Whether [you] ever received SMS text messages or phone calls from or on behalf of NIE Networks Limited in relation to obtaining customer or NIE Networks meter reads for the relevant premises supplied by [Power NI] and for which the charges are disputed in the current billing dispute.*
- 2. If the answer to (i) is "yes" for all relevant details to include dates and type of communication (providing any evidence of related communication).*

Our question was thus directed to contact from NIE Networks and not Power NI. We should be grateful if you could come back to us with your answer by close Friday, 29 November 2024.

4.56 On 27 November 2024 we received the following response from NIE Networks

Hi [REDACTED],

The page [Get answers to the most popular questions our customers are asking us about meter reading | Northern Ireland Electricity Networks](#) contains multiple sub-pages and information that may have been uploaded at various times. As such, might you be able to confirm the specific content for which you are trying to ascertain the confirm the publication date (your question i)?

I have shared your other questions with colleagues and we will endeavour to answer your questions in the timescale provided.

4.57 Later on 27 November 2024 we received this email from NIE Networks:

Hi []

Below is a screenshot from our website content tree which confirms that the webpage you referenced was created on 25 March 2016.

If you have any further questions or wish to provide further clarity regarding the specific sub-sections of this page (see my email of 14:49 today), please feel free to be in touch as we may be able to provide further information.

I will be in contact separately regarding questions 3 and 4 of your request.

4.58 Power NI emailed further on 28 November 2024 as follows:

Dear []

Thank you for your email. Please find below Power NI response to the questions raised –

(a) Whether it is accepted that this guide would apply to []'s account.

Yes, this guide would apply to [the Customer].

(b) When this guide was first published.

This was first published in September 2015

(c) if this guidance was first published after October 2020 to provide the predecessor guide/s (on the same topic as would have applied to []'s account) that were published in the period after October 2020 (confirming the date of each publication).

Only the format of the guide was changed from a PDF document on the website to a specific webpage back in 2022

4.59 On 28 November 2024 [] emailed as follows:

Apologies for the error in my reply of 26.11.24.

I can confirm at no stage have I received any text messages or phone calls from NIE Networks Limited in relation to obtaining customer or NIE

Networks meter reads for the relevant premises supplied by [Power NI] and for which the charges are disputed in the current billing dispute.

4.60 On 2 December 2024 NIE Networks emailed as follows:

Hi [],

Our response to questions 3 and 4 is as outlined in our previous response to the Utility Regulator in July 2024. Apart from the OS7 letters issued and the quarterly calls to the customers property²⁴ there were no other attempts to contact the customer. OS7 letters are progressed via mail merge and a copy of the generic letter issued to OS7 customers is attached. The letter provides information on how the customer can submit their own reads for processing.²⁵

A Word copy version of the generic OS7 letter template was attached to the email from NIE Networks (bearing the date 18 March 2022) and is reproduced as **Appendix 2** to this document.

4.61 On 14 January 2025 we wrote to seek more information from NIE Networks as follows:

Dear []

I refer to and thank you for your email below dated 2 December 2024. We have some additional follow up queries.

*A Power NI response to our 2019 Back Billing consultation (**attached** for convenience) included this:*

“NIEN [is] incentivised to make repeat visits if [it is] unable to gain access, leave cards for self-readings and have processes and procedures under OS7 which move through various communication and visits until ultimately gaining a warrant for access if required.”

²⁴ This is a reference to the Supplied Premises.

²⁵ Underlining added.

[We understand “OS7” to be a reference to Overall Standard 7: [Our customer standards for meter reading and restoring electricity | Northern Ireland Electricity Networks](#) “Reading your meter - we aim to get a meter reading for 99.5% of customers once a year.”]

Queries:

1. Please confirm that the meter reading referred to in OS7 is an actual meter read physically performed by NIE Networks.
2. (a) What are “repeat visits” and in what circumstances are they made?

(b) Were any repeat visits made to the relevant premises [in] this case in the period between January 2018 and July 2023 and if so when.
3. What are the referenced “processes and procedures” under OS7 (“various communications and visits until ultimately gaining a warrant for access”) mentioned?
4. Is there a standard period of time after which a “warrant for access” is sought by NIE Networks in order to obtain an actual NIE Networks (not customer) meter read for supplied premises.
5. Would the answers to the questions 2(a), 3 and 4 above be different for the period 2018 – July 2023 and if so, how?

We have a further general query. Power NI has advised that there was a site visit by NIE Networks to the relevant premises on 25 July 2022 and 27 July 2022. Your previous emails indicated that there were only regular quarterly visits to the relevant premises in this case. Please clarify.

4.62 On 17 January 2025 NIE Networks emailed as follows:

Hi []

Please see below in blue text our responses to your queries.

Kind regards,

[]

1. Please confirm that that the meter reading referred to in OS7 is an actual meter read physically performed by NIE Networks.

OS7 refers to the Overall Standard of Performance seven that align to Article 43 of The Electricity (Northern Ireland) Order 1992. The meter reading is an actual physical read.

- (a) What are “repeat visits” and in what circumstances are they made?

NIE Networks will try to obtain an actual meter read on a quarterly basis. In most cases this will follow a two call process. If no one is home on the first call a card will be left notifying the customer we called and requesting the read. The second call will then collect the card or read if the customer has left it out or is at the property. If we have been unable to access the property for 1 year the customer then becomes an OS7 customer and this is highlighted on our meter reading app for OS7 purposes.

- (b) Were any repeat visits made to the relevant premises this case in the period between January 2018 and July 2023 and if so when.

Our records extend back to 2020. The following visits were made to the premises between January 2020 and July 2023.

Date	Meter Reading	Recorded comments
17.07.2023	81,425	Read by NIE Networks meter reader
31.05.2023	79,490	Customer submitted reading
24.04.2023	75,094	No access - Card left
24.01.2023	69,805	No access - Card left
26.10.2022	64,093	No Access – No card left – Locked up
27.07.2022	59,710	Read by NIE Networks electrician (see below)

25.07.2022	59,545	Read by NIE Networks meter reader
27.04.2022	55,644	No access - Card left
31.03.2022	54,381	Estimate-Due to an Implausible Read
19.01.2022	49,944	No access - Card left
18.10.2021	44,127	No access - Card left
28.07.2021	40,238	No access - Card left
20.04.2021	35,885	No access - No keys
25.01.2021	30,909	No access - No keys
26.10.2020	25,129	No access - Card left
20.07.2020	20,452	No access - Gates locked
23.04.2020	16,577	COVID automatic est.
23.01.2020	11,263	No access - Gates locked

3. What are the referenced “*processes and procedures*” under OS7 (“*various communications and visits until ultimately gaining a warrant for access*”) mentioned?

[Please see document attached.](#) [The OS7 Document attached is at **Appendix 3** to this document].

4. Is there a standard period of time after which a “*warrant for access*” is sought by NIE Networks in order to obtain an actual NIE Networks (not customer) meter read for supplied premises.

[The Electricity Order 1992 grants NIE Networks entry for the purpose of inspecting any electric line or electrical plant. NIE Networks does not routinely seek such access.](#)

5. Would the answers to the questions 2(a), 3 and 4 above be different for the period 2018 – July 2023 and if so, how?

Customer standards procedures (guaranteed and overall) are reviewed and updated periodically and/or following audit. Any changes made in the past six years are likely to have been for minor procedural or system/ department name changes. Most of the guaranteed and overall procedures were reviewed and updated, as required.

We have a further general query. Power NI has advised that there was a site visit by NIE Networks to the relevant premises on 25 July 2022 and 27 July 2022. Your previous emails indicated that there were only regular quarterly visits to the relevant premises in this case. Please clarify.

A meter reader gained access on 25 July 2022. By chance a metering electrician working on a separate project was in the vicinity on 27 July 2022. They also gained access and provided a meter reading.

- 4.63 Later on 17 January 2025 we wrote back to NIE Networks as follows:

Hello [],

Thank you for your email with attached OS7 Process Document (the **OS7 PD**). We appreciate the prompt response. We have some follow up queries.

1. We note your answer to our previous question 1 as follows:

"Please confirm that that the meter reading referred to in OS7 is an actual meter read physically performed by NIE Networks.

OS7 refers to the Overall Standard of Performance seven that align to Article 43 of The Electricity (Northern Ireland) Order 1992. The meter reading is an actual physical read."

When we look at the OS7 PD it seems that NIE Networks understands that the obligation under OS7 is an obligation to obtain an "actual read" once per year and that this "actual read" can be *either* a meter read provided by the relevant customer (fed through to NIE Networks or directly to the relevant

supplier) or one performed by a meter reading operative employed by NIE Networks on attendance at the supplied premises. Could you please clarify that this is correct.

2. We note that the OS7 PD mentions various “letters” to be sent (or which can be sent) to customers: see steps 2, 6 and 7.

In this dispute Power NI has notified us that NIE Networks sent 2 (mailshot) “OS7” template letters to the customer (on 17 October 2020 and 18 March 2022). The advised template (bearing the date March 2022) is **attached**.

Could you please confirm:

- (a) Under what “step” (of the OS7 PD) these two template letters were sent
 - (b) Whether any template letter sent in October 2020 would be in the same terms as the (2022) template **attached**.
 - (c) Whether letters were sent by NIE Networks to the customer (for the period between 2018 and 2020) under OS7 PD other than those advised by Power NI and if so under what “step” and when (providing copy letters where appropriate).
3. “Step” 3 refers to Blue, Yellow and Red Cards. Can you please provide us with copy template Blue, Yellow and Red Cards.
 4. Step 6 refers to “*special exercises*” (including additional Meter Operative visits and letters requesting an “actual read”) meter following periodic review of the OS7 Report. Please confirm whether and when the OS7 Report for the subject customer was reviewed and what special exercises were decided on and implement (and when).
 5. Step 7 refers to targeted letters to customers and letters being issued “throughout the financial year”. Please confirm whether any such letters were issued to the customer in this case and if so when.

4.64 On 23 January 2025 NIE Networks emailed further as follows with further answers shown in red text:

Hello [],

Thank you for your email with attached OS7 Process Document (the **OS7 PD**). We appreciate the prompt response. We have some follow up queries.

6. We note your answer to our previous question 1 as follows:

"Please confirm that that the meter reading referred to in OS7 is an actual meter read physically performed by NIE Networks.

OS7 refers to the Overall Standard of Performance seven that align to Article 43 of The Electricity (Northern Ireland) Order 1992. The meter reading is an actual physical read."

When we look at the OS7 PD it seems that NIE Networks understands that the obligation under OS7 is an obligation to obtain an "actual read" once per year and that this "actual read" can be *either* a meter read provided by the relevant customer (fed through to NIE Networks or directly to the relevant supplier) or one performed by a meter reading operative employed by NIE Networks on attendance at the supplied premises. Could you please clarify that this is correct.

I can confirm this is correct, an OS7 read can be obtained by NIE Networks, or from the customer directly to NIE Networks, or their supplier. If the read is outside tolerances, NIE Networks will complete a check read at the property.

7. We note that the OS7 PD mentions various "letters" to be sent (or which can be sent) to customers: see steps 2, 6 and 7.

In this dispute Power NI has notified us that NIE Networks sent 2 (mailshot) "OS7" template letters to the customer (on 17 October 2020 and 18 March 2020). The advised template (bearing the date March 2022) is **attached**.

Could you please confirm:

(d) Under what "step" (of the OS7 PD) these two template letters were sent

The October 2020 letter would have been step 6 and the March 2022 letter would have been completed under step 7. In the issuing of letters under the OS7 process, it is not noted which step the letters were issued under.

- (e) Whether any template letter sent in October 2020 would be in the same terms as the (2022) template **attached**.

The OS7 template would have been the same for the years in question.

- (f) Whether letters were sent by NIE Networks to the customer (for the period between 2018 and 2020) under OS7 PD other than those advised by Power NI and if so under what “step” and when (providing copy letters where appropriate).

From the records available we have only been able to identify two OS7 letters being issued to the customer and dates have been provided in the previous correspondence.

Records of letters issued under OS7 has been hard to identify due to:

- i. A number of different employees who had responsibility for this action changing roles.
 - ii. Volume of OS7 letters issued during this period of time
 - iii. Meter reading activities impacted due to Covid-19 Pandemic
8. “Step” 3 refers to Blue, Yellow and Red Cards. Can you please provide us with copy template Blue, Yellow and Red Cards.

The Meter Reading cards are attached, and we have identified that the colour codes will need to be updated on the OS7 procedure, however, the content and use remain unchanged. The OS7 card is now blue, and I have attached photos of the old and new OS7 cards. These have been updated due to the changes in company branding over the years.

9. Step 6 refers to “special exercises” (including additional Meter Operative visits and letters requesting an “actual read”) meter following periodic

review of the OS7 Report. Please confirm whether and when the OS7 Report for the subject customer was reviewed and what special exercises were decided on and implement[ed] (and when).

Current processes would be dependent on employee availability. This could result in a Meter Reader going through lists of OS7 customers and phoning them to try to either obtain access or the read. Due to high volumes of OS7 customers, not every customer will receive a call or letter. However, the customer's property will continue to receive a visit on a quarterly basis to try and obtain access and a read. In this example, in addition to the OS7 process, Meter Reading staff continued to complete their routine quarterly visits and left cards at the site.

10. Step 7 refers to targeted letters to customers and letters being issued "throughout the financial year". Please confirm whether any such letters were issued to the customer in this case and if so when.

The letter identified in March 2022 would have been part of step 7.

4.65 On 4 February 2025 Power NI emailed through (as follows) comment in response to the recent information provided by NIE Networks

"Good Evening []

Thank you . . .an opportunity to comment on the additional material provided by NIE Networks.

Power NI supports the Common Services Model and the significant amount of work that NIE Networks do with regards to obtaining meter readings. We acknowledge the actions taken by NIE Networks to acquire a meter reading at the property, this covers the OS7 letters tha[t] NIEN issued, the meter reading cards that were left at the property, and the quarterly meter reading attempts. It is important for Power NI to stress that these measures are in addition to the 31 steps Power NI took to obtain a meter reading as already outlined in [the Power NI Response].

The example meter reading cards attached in NIE Networks response of 23rd January provide the customer with an additional opportunity to provide a meter reading and highlights the importance of providing a reading to avoid an estimated bill. The OS7 cards stress the urgency of obtaining a meter reading including that access has not been obtained in over 12 months. The two OS7 letter's (Annex 6 – [Power NI Response]) sent by NIE Networks again emphasises the importance of an actual meter reading and offers the customer 3 methods to provide a meter reading.

NIE Networks' evidence supports Power NI's position that all reasonable steps have been taken to obtain a meter reading at the property. It is unfortunate that no action was taken by [REDACTED] to address Power NI's or NIE Networks' communication and so bills continued to be estimated during this period resulting in a catch-up bill.

As noted in our previous correspondence, we remain willing to work with [REDACTED] on an arrangement. If there are any further questions from the UR, please let us know."

Comments made by the parties in response to the Draft Determination

4.66 Both Parties made comment on the Draft Determination.

4.67 The Customer's comment [B97] was made on 1 April 2025. In this comment the Customer (in summary)²⁶

- Asserted that he could never understand how Power NI came up with the relevant figures.
- Claimed that Power NI exhibited an apparent lack of customer care in dealing with the matter (to include threatened disconnection and payment plans).
- Expressed continued lack of understanding as to his claimed energy use and how the meter could have gone around the clock.

²⁶ I confirm that I have considered the comments made by the Customer (on the Draft Determination) in full prior to reaching my final determination.

- Expressed the view that the “figures” wouldn’t have mattered if NIE Networks had taken all reasonable steps to “obtain a meter reading.”
- Accepted that he owed a balance to Power NI but claimed that the Draft Determination calculations failed to give proper account for the [REDACTED] he had already paid in respect of the original bills.
- Claimed that not crediting the above amount would mean that he would be paying twice.
- Seemed to claim that the Draft Determination failed to have proper regard to the [REDACTED] he paid against his account (in February 2024) to avoid disconnection.
- Asserted that he could pay what he owes over 18 months.²⁷
- Referred to a loss of stock episode that had adversely impacted his financial position.

4.68 Power NI made its comment on 2 April 2024²⁸ (the **Power NI Comment [B98-A & B98-B]**).

4.69 What follows is a summary of the points made in the Power NI Comment. I have carefully considered all the points made in the Power NI Comment in reaching this Final Determination.

4.70 The Power NI Comment asserted that there were “fundamental flaws with the [Utility Regulator’s] provisional position on Issue One and Issue Two” [in the Draft Determination].

4.71 It was then stated that it was not considered that the Power NI Comment provided new/fresh evidence in response to the Draft Determination. Notably, provision of *new grounds of dispute* was not disclaimed (at least explicitly). It was stated that:

²⁷ It will be explained that it is no part of my function in determining the Dispute (by order) to order a payment arrangement. However, I do make a related comment in Section Eight: “Closing Observations”.

²⁸ Having been granted an extension of time to make its comment.

“...our argument expands on points that the UR has missed or overlooked from previous submissions, items that are factually incorrect or contains references from documents contained with our submission pack.”²⁹

4.72 On Issue One, the Power NI Comment:

- Noted that the Draft Determination included a finding that the meter at the Supplied Premises was not faulty (this not having been disputed in the end) and (so was) recording the quantity of electricity supplied to the Supplied premises “accurately”.
- Asserted that the Draft Determination decided that units charged for (in the Disputed Charges Amount (as per the 20 July 2023 Bill)) were supplied to the Supplied Premises so that the question is one of timing: *“when were [the units] supplied”*.
- Expressed surprise – given the Utility Regulator’s focus on how Power NI has apportioned the back billed units – that despite having 8 months since the Power NI Submission (dated 10 July 2024)³⁰ the Utility Regulator did not raise questions earlier so that an explanation could be provided for Power NI’s “apportionment or allocation” of these units over the various bills and across the “time horizon.”
- Claimed that while *“one approach”* would have been to apportion the relevant back-bill units equally across what was described as the “impacted billing quarters” Power NI had decided *“intentionally”* in the exercise of a claimed *“discretion”* to apportion the (relevant) units so that the *“majority”* of the units were allocated to the billing period with the *“lowest unit rate of the relevant billing periods”*.
- Referred to “cell” [G34 and M34] entries in the Annex 16 document of the (10 July 2024) Power NI Submission which stated (respectively):
“Majority of Units billed here in reapportion at the lowest rates prior to increases” *“Majority of Units billed at the lowest rate”*.

²⁹ Again, Power NI made no application (in response to provision of the Draft Determination (for comment)) to offer (a) new grounds of dispute or (b) new evidence.

³⁰ Delivered by email dated 11 July 2024.

- Explained why its approach to allocation had resulted in a lower bill to the Customer than would otherwise have been the case.
- Stated that there was “no basis” for the finding at paragraph 6.23 of the Draft Determination (recorded as: “Accordingly, I am satisfied that Power NI has – as a fact – supplied a quantity of 1,593 units for the period 26 October 2020 to 25 January 2021”) making the related case that: “Absent an actual meter read, it is not possible to categorically state that the units used during this quarter are “as a fact” 1,593.”
- Noted that the estimated monthly consumption rate referenced in the Draft Determination 1,487 units would result in a larger consumption (calculated at 4,461 units) for the period 26 October 2020 to 25 January 2021.
- Provided a Table to explain how allocating the (relevant) units “on average” (7,885.33 units per quarter) in each quarter billing period between 26 October 2020 and 24 January 2023 instead of the way they were apportioned in the (February 2023) rebills sent to [REDACTED] (with the claimed “majority” (32,020)³¹ units of the relevant units being allocated to the (first billing) period 26 October 2020 to 25 January 2021) would have resulted in a bill to [REDACTED] that was [REDACTED] higher (excluding VAT and Climate Charge Levy (CCL)). This was further explained in an Annex 1 document (to the Power NI Comment) showing relevant (alternative) bill calculations.
- Asserted that the (provisional Draft Determination) finding that 1,593 units were as a “fact” supplied for/in the period 26 October 2020 to 25 January 2021 is “inconsistent” with the “conclusion reached that the meter is operating correctly”
- Asserted that the UR had failed to “clarify” how the balance of the 32020³² units (after deduction of the 1,593 found [provisionally] to have been supplied in the period 26 October 2020 to 25 January 2021) – 30,427 units – “should be accounted for”.

³¹ The figure of 32,020 is an immaterial error. The correct figure is 32,072.

³² As stated, the figure for units apportioned to the first billing period 26 October 2020 to 25 January 2021 is actually (as can be seen on the fact of the first of the 24 February 2023 rebills) 32072 and not 32020. Nothing turns on this small error. It is immaterial.

- Noted that Power NI had paid wholesale and use of system costs in respect of the 30,427 units and is therefore *“financially disadvantaged”* if the Utility Regulator holds that it cannot recover the costs of [these units].
- Asked whether the Utility Regulator is *“suggesting that the units were consumed in an earlier period and therefore the rebilling should have gone back further or is the UR suggesting that NIE Networks should alter metering records to remove the units from the settlement process?”* and contended that neither of those approaches were appropriate and the Utility Regulator *“must revisit its Draft Determination position in relation to the total units”*.
- Made an offer to “reapportion” the relevant units “evenly” over the “time horizon” but noted that this would be at a *“greater financial [impact] to the Customer when compared to the original approach”*.
- Finished by observing (in bolded text) that: *“In relation to Issue One, as the meter has been found to be working correctly the only conclusion that can be reached is that Power NI did supply the units. The apportionment of those units over time given the absence of meter reads is subjective and Power NI should not be penalised for acting in a manner which lowered cost to the business customer.”* [Underlining added].

4.73 On Issue Two, the Power NI Comment

- Expressed the view that Power NI *“strongly disagrees with the UR’s Draft Determination findings on Issue Two”*.
- Commented that the Decision Paper was *“important as to the intention of the back billing rules”*.
- Quoted the following parts of the Decision Paper (highlighting the bolded part):

“Hence as long as the normal process of attempting to acquire meter reads (i.e. site visits, re-visits, self-read cards being left, etc) has been followed, then

that will be deemed to constitute all reasonable efforts. **If the customer does not engage or respond to this activity then they will be at fault.**

3.20 However, as stated above the UR are likely to deem customers to be at fault in situations where all reasonable attempts have been made to obtain a meter reading, and a lack of engagement from the consumer has meant one was not able to be obtained. Whilst this goes beyond the protections that Ofgem put in place, the decision reflects the differences between the NI and GB energy markets.”

- Quoted the following part of the Decision Paper:

“Therefore, the UR has decided that should all reasonable endeavours be made to obtain a meter reading without success, and the customer has not engaged in any way despite the numerous visits and communications, then the customer will be deemed to be behaving obstructively or manifestly unreasonably. In any given case the supplier will need to demonstrate that either it or the DNO [NIE Networks] did in fact make reasonable endeavours to obtain a reading and that the proper process was followed”

- Claimed that the intention “clearly determined in the Decision Paper” is:

“that a supplier should make all **reasonable attempts** to obtain a meter reading and that if the **customer frustrates** this process the customer will be at fault and liable for back billed units.”

[Bold in original]

4.74 In a section titled “**Repeated attempts to obtain a reading and clear frustration of process by [The Customer]**” (still on Issue Two)

- Stated that

"It must be acknowledged that if [the Customer] as the business owner, had provided a meter reading at any time or observed that the meter reading was vastly different to what he had been billed, this issue would have been avoided. At no point did [The Customer] respond to Power NI or NIE Networks to submit a customer reading or engage so that an additional visit by NIE Networks could be arranged despite the repeated and various contacts sent to [the Customer] ."

- Asserted that: *"The question to be determined under the Back Billing Requirements is whether Power NI took all reasonable steps to secure an Actual Meter read."*
- Contended that in answering the (aforementioned) question it was *"important to first determine what the underlying requirement is. Power NI's obligations with regards to meter reading under Power NI's Electricity Supply Licence are."*
- Referred to the following parts of Condition 38 (11) of the Power NI Supply Licence [Bolded by Power NI]:

"Condition 38: Provision of Information to Customers Consumer Bills and Statements Based on Meter Readings

*11. The Licensee shall: **(a) use all reasonable endeavours to take an actual meter reading³³ in respect of each of its Customers (save insofar as he receives an unmetered supply) on at least an annual basis;***
(b) send a bill or statement to the Customer which reflects the actual meter reading taken in accordance with paragraph (a); and

³³ The Power NI Comment does say so directly but the term *"actual meter reading"* in Condition 38(11) has a meaning that matches the definition of *"Actual Meter Reading"* in Condition 38A(7): i.e., it excludes what Condition 38 calls a *"customer meter reading"* or an *"estimated reading"*: see *"reading"* terms defined in Condition 38(8).

(c) maintain, for a period of at least three years, and provide to the Authority on request, evidence of the reasonable endeavours it has used to obtain such an actual meter reading for each of its Customers.

- Claimed that “*this was reiterated*” in the following provision of the Code of Practice on Non-Domestic Bills and Statements (under Condition 38 of the Power NI Supply Licence) (bolding in original)

“2.4 Meter reading and billing

2.4.1 The supplier will use all reasonable endeavours to take an actual meter reading for each metered customer on at least an annual basis.”

- Stated that “this” was “also reflected” in the following parts of the Power NI T&Cs:

“7. Tariffs / charges and payment You agree to take and pay for the supply of electricity in accordance with our scales of tariffs and charges published by us from time to time. All of our tariffs published by us are expressed as “pence per kWh”. For details on current tariffs and applicable charges please visit our website at www.powerni.co.uk or call our customer helpline on 03457 455 455. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request. We may change our tariffs and charges and the way we charge at any time in consultation with the Consumer Council and the Authority. We will publicise details of these changes in advance where it is possible for us to do so. If you are a non-keypad customer, you will receive bills from us for your electricity usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). You can also provide us with an actual meter reading by

*calling our Customer Helpline. **We will seek to access your premises to take a meter reading at least once every 12 months. You must allow us, or a third-party service provider acting on our behalf, access to the meter (including pay-as-you-go keypad meters) at all reasonable times to enable the meter to be read.***

- Stated that it was “therefore clear that the required baseline is to make all reasonable attempts to obtain one actual meter reading per year as determined by the Power NI Licence. This is the lens through which the determination should be made.”
- Recited a “list” which was stated to “[chronicle] Power NI’s attempts to obtain a meter read. Power NI believes that by any standard applied, the extensive and repeated efforts far exceed any test of reasonableness when compared to the requirement to obtain one actual meter read”.
- Prefaced the (re) enumerated list of the 12 LTER letters (already provided by Power NI in its earlier submissions on the Dispute) by describing those letters as letters “sent to the property highlighting that an Actual Reading had not been received in over 12 months, that a consequence of no actual reading could mean the customer paying either too little or too much for their electricity usage and instructions on how to provide a reading.” [Emphasis added]
- Described the “1 Email and 1 SMS [text] sent to the Customer during COVID as “encouraging businesses to submit meter readings to ensure they are billed accurately.”
- Described the 17 Bills sent to [the Supplied Premises] – previously submitted as part of Power NI submission/s on the Dispute – as “highlighting that the bill was based on an estimated reading and information on how to submit a Customer Reading.” [Underlining added].
- Described 14 (enumerated) “site visits” by NIE Networks (previously submitted as part of Power NI submission/s on the Dispute) to obtain “a meter reading”.

- Described 7 Missed Meter Reading Cards left by NIE Networks (previously submitted as part of Power NI submission/s on the Dispute) that advised, it was claimed, that “*the Meter Reader was unable to obtain an Actual Meter Reading and provide instructions on how to submit a Customer Reading.*” [Underlining added].
- Referred to the 2 OS7 Letters sent by NIE Networks “*highlighting that an Actual Meter Reading had not been obtained in some time, the importance in obtaining an actual meter reading and instructions on how to provide a reading.*”

o 17 October 2020

o 18 March 2022”

[Underlining added]

- Stated that [underlining added]:

“The letters and communication specifically highlight the absence of an actual reading for over 12 months. They highlight the consequence of not providing a meter reading and that [the Customer] could be paying too much or too little. The letters and communication ask [The Customer] to either read their meter or contact Power NI. If [the Customer] was unable to read the meter an appointment would be made for NIE Networks to visit and take a Special Reading (as allowed for under the Market Rules MP NI18).”³⁴ This can only be facilitated through active and open engagement with the customer, unfortunately in [The Customer’s] case, despite sending 12 [LTER] letters to the [the Supplied Premises], no contact was made.” [Underlining added]

- Recorded that despite receiving bills clearly stating that they were prepared on an estimated basis, the Customer paid the bills manually and “took no

³⁴ It will be noted that the reference to a Special Reading and MP NI 18 was not part of the submissions made by Power NI on the Dispute prior to the Power NI Comment. I shall return to this issue later in this document.

action to provide a meter reading or contact Power NI to discuss the matter.”

- Noted that while the Customer claims not to have received any email or SMS from Power NI, Power NI’s “systems” (and the “evidence” in the Dispute) showed that the communications had taken place.
- Recorded that [underlining added]:

“In [paragraph] 6.73 [of the Draft Determination] the UR has raised an issue that the card reminders left by NIE Networks do not speak to planning for the taking of an Actual Meter Read. We would draw the UR’s attention to the fact that the cards are left at the property when NIE Networks are attempting to take an Actual Meter Read. These cards themselves are evidence of an attempt by NIE Networks to take an Actual Meter Read.”

- Contended that [Underlining added]:

“Using the Draft Determination lens of an “ordinary view of the matter” 54 attempts to contact a customer with no engagement is “all reasonable attempts” to obtain a meter reading. Power NI fails to see how the UR can determine otherwise that despite 54 attempts to contact or highlight the issue, [The Customer] did not engage or respond to this activity. According to the UR’s own Decision Paper, [the Customer’s] lack of engagement is behaving obstructively and manifestly unreasonably. The UR has taken no consideration of the lack of action by [the Customer] in its Draft Determination.”

- Stated that: **“[The Customer] [has] clearly frustrated the repeated attempts to obtain an actual meter reading.”** [Bolded in original].

- In a section titled “*Definition of Actual Meter Read*”³⁵ explained that [Underlining added]:

“The UR [has] taken a narrow view of Actual Meter read in the Draft Determination. This ignores the entire basis of the UR’s Back Billing Decision Paper.”

- Explained that:

“Power NI does not consider the UR’s Sections 6.85 – 6.94 of the Draft Determination, where the UR has directed to overlook their own comments “be (sic) an overcomplication to go back to statements made in the decision paper relating to Back Billing” or “should not be required to go back to examine prior Utility Regulator decision papers on the topic of Back Billing” as reasonable. This billing dispute specifically relates to the application of the back billing arrangements, the UR’s own Decision Paper is pertinent and cannot be ignored.”

- Observed that [Underlining added]: *“It seems however the UR within the Draft Determination considers that only meter reading attempts by NIE Networks are to be deemed reasonable, this is in contrast to how the Electricity Market operates, which embraces a blend of meter readings from NIE Networks and customer readings. In situations where NIE Networks visits a property and is unable to obtain a meter reading, meter reads that customers submit are crucial to the market and customer billing. The Draft Determination is wholly inconsistent with the custom and practice of the market and would have significant wider ramifications.”*

- Pointed out that [underlining added]:

³⁵ It seems that the Power NI Comment is here referring to the (provisional) interpretation – in the Draft Determination - of the phrase “Actual Meter Reading” (my underlining), as that phrase/term is used in Condition 38(A)(3)(b): namely as per the definition in Condition 38A(7) a reading performed by or on behalf of the supplier (i.e., a NIE Networks (DNO) Meter Operative read) and not including a Customer Reading or an estimate[d] reading.

"NIE Networks view of [its] obligation under OS7 to obtain an actual read is deemed as either a meter reading by NIE Networks or a customer supplied reading (ref 4.63 [of the Draft Determination])

"I can confirm this is correct, an OS7 read can be obtained by NIE Networks, or from the customer directly to NIE Networks, or their supplier. If the read is outside tolerances, NIE Networks will complete a check read at the property."

- Drew attention³⁶ to "2.4.5 of the Code of Practice on Non-Domestic bills and statements which highlights [that] customer readings must be accepted if provided and validated:

"2.4.5. If the customer receives a bill or statement showing an estimated meter reading it may provide the supplier with a customer meter reading. The supplier must accept this customer meter reading (if the supplier considers the reading to be reasonably accurate) and provide an updated bill or statement reflecting this reading (if requested)."

- Expressed "strong disagreement" with the "view" expressed in this part of the Draft Determination [Underlining added]:

"In ref 6.75: Power NI has referred in the Power NI response (and the 18 September 2024 letter) to various text messages and emails sent to [the Customer] about his account. None of these exchanges seems directly relevant to any attempt to obtain an Actual Meter Read. The lack of a recorded call (text or email) in all the enumerated communications seeking an appointment to take an Actual Meter Read for the Supplied Premises is a telling omission in my view."

- Explained the stated disagreement as follows:

³⁶ It is noted that the Code was not (it seems)_referenced in the Power NI submissions on the Dispute prior to the Power NI Comment. I will return to this issue later in this document.

"In correspondence from Power NI (B27- 9A,9B & 9C)³⁷ Power NI emphasised the significance of providing a meter reading and urged businesses to do so. In the Long Term Estimated Read letters sent by Power NI (B27-1A to B27-1L), Power NI have asked for a meter read to be provided and to contact Power NI to discuss further. Upon contact, if [the Customer] was unable to provide a meter reading, then Power NI would have arranged a visit by NIE Networks (a process specifically designed into the operation of the market for such circumstances)³⁸. [The Customer] must ultimately bear responsibly as a business customer to act on meter readings when specifically asked by his electricity supplier or the Network Operator. Power NI fails to understand the UR' statement of "a telling omission in my view". [The] UR has failed to take account that these letters ask the customer to contact Power NI. [Only] with active and meaningful engagement could a reading be obtained for [the Supplied Premises].

Even if such a narrow interpretation is adopted however, NIE Networks visited the [Supplied Premises] each quarter during the dispute period to take an actual meter reading (the dates of which are listed above). On occasions where a reading could not be obtained and as informed by NIE Networks, meter reading cards were left at the [Supplied Premises] to encourage engagement from the [C]ustomer and obtain a meter reading. No engagement was made by [the Customer] regarding the matter until the back bill had been issued. Against the above established measure of one read per annum, the quarterly attempts by NIE Networks through the visiting of the [The Customer's] premises clearly meets the standard of reasonable and repeated attempts to obtain an actual meter read by whatever definition the UR adopts."

³⁷ It is noted that these "B27" documents were COVID 19 related electronic communications dated March and July 2020.

³⁸ Again, this point about potential special read visits by NIE Networks (where the customer contacts Power NI to explain that they are unable to provide a Customer Read[ing] was one not made prior to the Power NI Comment.

- Observed that (bold in original): ***“Power NI have therefore met the required standard of taking all reasonable and repeated attempts to obtain an actual meter read.”***

4.75 The Power NI Comment concluded with a section titled “Conclusion” which started as follows [underlining added]

“With the Draft Determination, the UR has decided that the above measures alone are insufficient when dealing with estimated properties. This is despite the UR failing to clarify what additional measures could have been taken by either Power NI or NIE Networks to obtain a meter reading. As the Common Service Provider, the steps NIE Networks use to obtain a meter reading are the same for all Electricity Suppliers. This approach by the UR potentially incentivises customers to either refrain from providing a meter reading or assist Suppliers or NIE Networks in their efforts to do so. It is now in the customers interest to prevent access to their meter to allow readings to be taken as the resultant bill/s would be disallowed by the Back Billing Requirements despite all reasonable attempts being taken.”

4.76 The Power NI Comment then:

- Stated that [Underling added]:

“The UR has failed to take account of the customers responsibility. [The Customer] has 24/7 access to his electricity meter and at any time could have either submitted a customer reading or contacted Power NI to arrange for an additional visit by NIE Networks. [The Customer] did nothing to advance the issue despite the 54 attempts (including repeated on-site visits) by Power NI or NIE Networks. Power NI fails to see what additional attempts could have been made or what wording changes could have been applied to the communication that would have further encouraged [the Customer] to act.”

- Finished as follows [Underlining added]:

"In summary, Power NI either directly or via NIE Networks made repeated attempts to obtain an actual meter read. By all definitions, the attempts far exceed any and all tests of reasonableness. Adopting the licence definition of Actual Meter Reading and even ignoring the UR's own Back Billing Decision Paper, Power NI [has] still exceeded the requirement for one meter read per year through NIE Networks repeated visits. [The Customer] by contrast has clearly and intentionally frustrated and ignored attempts to gain a meter reading. Power NI would urge the UR to reconsider its position given the weight of evidence presented."

5 **SECTION FIVE: ISSUES TO BE DETERMINED**

5.1 The Statement set out the issues for determination as follows:

*“5.1 We refer to our already mentioned letters of 10 June 2024 (**B16-A**) and 25 June 2024 (**B19-A**) setting out the nature of the (accepted) Dispute.*

5.2 It follows that the Issues for determination [FN The Parties should be aware that it is open to the decision-maker to reformulate the issues for consideration in determination of the Dispute] are as follows:

- **First issue** – *Whether it is established that Power NI (in fact) supplied the units of electricity making up the disputed charges (in the disputed amount of [REDACTED]) it seeks to recover from [REDACTED] to the Supplied Premises for the billing period from 26 October 2020 through to 17 July 2023.*
- **Second Issue** – *which only arises if the answer to the first Issue [FN A negative answer to the first issue would mean that Power NI is not entitled to recover the charges made for the units found not to have been supplied to the [Supplied] Premises] is in the affirmative – whether recovery of the disputed charges is barred by operation of the Back Billing Requirements.*
- **Third issue** – *Whether (depending on the resolution of the first and/or second issues) the Utility Regulator should exercise its power (under Art 47A (8)(a) of the Electricity Order) to include in the order of determination of the Dispute a Costs Order (for the costs incurred in making the determination of the Dispute), and if so, against which Party [FN Noting that the Utility Regulator is empowered to make a Costs Order against both Parties], and in what amount.”*

6 SECTION SIX: DECISION ON THE ISSUES

- 6.1 What follows is my (final) decision on the Issues (to be determined).
- 6.2 My decision on the Issues explains and underpins the making of the (final) Order in determination of the Dispute. That Order is set out at Section Seven of this document.
- 6.3 My decision has been taken following careful consideration of all³⁹ relevant materials to include the Parties' comments on the Draft Determination (rehearsed in Section five of this document). I have considered those comments in full prior to (i) arriving at my decision on the Issues and (ii) formulating my Order in determination of the Dispute.

ISSUE ONE

- 6.4 My overall (final) decision on Issue One accords with the provisional decision (explained in the Draft Determination) on Issue One save in respect of the quantity of units found to be properly attributable to the first billing period - 26 October 2020 to 25 January 2021 - in respect of which my final decision is (now) to
- (a) decline to confirm my provisional (Draft Determination) decision as to the (amount of) units to be properly attributed to that first billing period
- (b) decline to substitute any alternative (final) finding for the (amount of) units to be properly attributed to that first billing period on the grounds that making any such finding is not necessary - given my explained (final) decision on Issue 2 – for the overall (final determination) of the Dispute.
- 6.5 I now explain my reasons for coming to this (final) decision on Issue One. My explanation will refer as a starting point to my *provisional* decision (in the Draft Determination) on Issue One. I will then address the Parties'

³⁹ Again, any failure in this final determination document to refer to any submission or piece of evidence adduced by either Party should not be construed as evidence of a failure to take that material into account in reaching my final determination.

comments on the Issue One part of the Draft Determination before confirming my final decision on Issue One.

Draft Determination: Issue One

- 6.6 I started my Draft Determination on Issue One with a Table explaining the periods making up the overall period covered by the Disputed Charges Amount (as shown in the 20 July 2023 Bill).
- 6.7 Reading from left to right, the first, second and third columns of the Table identified the relevant bill and the start and end billing periods covered by the relevant bill. The fourth column specified the units (or quantity) of electricity Power NI claims was supplied to the Supplied Premises for the specified period. In some parts of the Dispute/case papers this quantity of electricity is described for the periods covered by the **three “re-bills”** dated **24 February 2023** - as the “unbilled” amount. Power NI refers to those three bills as reflecting a reapportioned amount. I preferred to refer to the units billed as the *Units Billed* amount (for the requisite period/s).
- 6.8 This is the TABLE of Units Billed in given periods:

Bill	Start of Period	End of Period	Units Billed
Bill Number 1 dated 24 February 2023 for [REDACTED]	26/10/20	25/01/21	32,072
	25/01/21	20/04/21	4,976
	20/04/21	28/07/21	4,353
	28/07/21	18/10/21	3,889
Bill No 2 dated 24 February 2023 [REDACTED]	18/10/21	19/01/22	5,817

Bill No 3 dated 24 February 2023 [REDACTED]	19/01/22	27/04/22	5,700
	27/04/22	25/07/22	3,901
	25/07/22	20/10/22	4,548
	20/10/22	24/01/23	5,712
Bill dated June 2023 for [REDACTED]	24/01/23	31/05/23	9,685
Bill dated 20 July 2023 for [REDACTED]	31/05/23	17/07/23	1,935

- 6.9 In the Draft Determination I provisionally determined that Power NI had offered no explanation as to why it assigned or “re-apportioned” such a large quantity of electricity - 32,072 Units Billed to the first stated billing period (namely, 26 October 2020 to 25 January 2021) covered by the first (re)bill dated 24 February 2023. I (provisionally) considered that the quantity (of units) assigned to that first billing period looked totally out of alignment with any other reappportioned amount covered by the three bills dated 24 February 2023: the quantity of units involved (for the first billing period) being more than *six times* the quantity of Units Billed for any other period covered by the reappportioned bills dated 24 February 2023.
- 6.10 I (provisionally) considered that Power NI had offered no explanation for this (apparently) patent lack of congruence; there being considered no evidence in the case/Dispute papers that supported the reasonableness of assigning this amount of claimed energy use/consumption to this specified (first billing) period.
- 6.11 In these circumstances I (provisionally) considered I was unable to be satisfied that the quantity of electricity assigned to the *first (stated) billing*

period in the Table (above) was in fact supplied to the Supplied Premises in that period.

6.12 The Draft Determination explained my provisional assessment that the *other* quantities of electricity assigned to the *other* periods (detailed in the Table above) looked broadly consistent with each other. They were, I (provisionally) considered, also broadly in line with other calculations which I rehearse below. Those calculations led me to be (provisionally) satisfied that the “other” units billed as per the Table (above) had all – as a fact - been supplied to the Supplied Premises (by Power NI). I was (provisionally) satisfied that there was a reasonable basis for the relevant quantities of electricity (or units) being assigned to those *other* periods. But, to repeat, my provisional consideration was that I was not satisfied that the units assigned to the *first (stated) billing period* were so supplied during that specified period.

6.13 Before setting out my other (related) calculations, I recorded – in the Draft Determination - that I was (provisionally) satisfied that the meter to the Supplied Premises was working correctly⁴⁰ for the duration of any period relevant to the Dispute. It did not seem that the Customer argued otherwise. I also indicated that I was (provisionally) satisfied that Power NI’s case as to the meter reaching “zero” and then resetting was well founded. Neither Party has argued against this provisional decision (on the working of the meter at the Supplied Premises) in their comments on the Draft Determination. I confirm it as representing my final decision.

6.14 Returning to the “calculations”, my Draft Determination recorded that throughout the overall billing period (covered by the Disputed Charges Amount) – 26 October 2020 through to 17 July 2023 – there were only two actual meter reads taken by NIE Networks personnel (so called Meter Operatives) - on behalf of Power NI as follows:

- A NIE (physical attendance) reading taken on 25 July 2022: 59,545

⁴⁰ Which means accurately recording the electricity supplied to and being consumed at the Supplied Premises.

- A NIE (physical attendance) reading taken on 17 July 2023: **81,425**
- 6.15 I (provisionally) considered myself satisfied that these readings taken by NIE Meter Operatives accurately record what the register of the relevant meter (for the Supplied Premises) was showing at the time it was “read” by the NIE Meter Operatives. I noted that the Customer did not contend otherwise. Neither Party has challenged that provisional decision. I confirm it as my final decision.
- 6.16 As to my “calculations” I explained that the meter readings equate to a (supplied) quantity of approximately 1,823 units per calendar month over just shy of a 12-month period.
- 6.17 I further explained that there was also an actual meter read taken by an NIE Meter Operative (again accepted as accurate) on 25 January 2018 of **84,060** units.
- 6.18 Dividing the units supplied between 25 January 2018 and 25 July 2022 (a period of approximately 54 months) by 54 works out (I explained in the Draft Determination) at an approximate 1,397 units per calendar month.
- 6.19 Further, I explained in the Draft Determination, that when I looked to the units supplied between 17 July 2023 (actual NIE Meter Operative reading 81,425) and 21 August 2023 (actual NIE Meter Operative read of 82,667 units) I calculated a figure of approximately 1,242 units per month. I accepted that this is a period outside the disputed period, but I (provisionally) considered it a useful “cross check”.
- 6.20 An average of the three periods – using the estimation of the units across each of the three periods between January 2018 and July 2023 calculated out (I explained in the Draft Determination) at approximately 1487 units *per month*.
- 6.21 My Draft Determination further explained that If I applied the estimated average monthly quantity of 1487 units per month from the starting point of

the “actual” read (by which I meant NIE Networks Meter Operative read) taken on 25 January 2018 (84,060 units) until 17 July 2023 (a period of approximately 66 months) and accepting that the meter zeros at 99999 then I would expect the meter reading on 17 July 2023 to have been approximately 82,203 (being 84,060 plus 98,142 units after allowing for the zero reset). In fact, I explained, the “actual” meter reading was (as mentioned) 81,425 a figure less than 1% out from my calculated estimate.

- 6.22 These calculations persuaded me (provisionally) to be satisfied that the average figure of 1,487 (units per month) is a reasonable estimate and further that the billed quantity of units covered up to the 20 July 2023 Bill were at some time – as a fact - supplied to the Supplied Premises.
- 6.23 However, I provisionally concluded that these calculations did not undermine my (provisional) assessment that the quantity of electricity assigned to the first billing period (26 October 2020 to 25 January 2021) had not been properly/reasonably assigned (by Power NI) so that I could not be satisfied that this quantity of electricity was supplied (as charged by Power NI) as per the relevant reapportioned bills dated 24 February 2023. One of those re-apportioned bills – the *first* reapportioned bill – I provisionally considered, looked to charge (in part) for a quantity of electricity (for a specified period, 26 October 2020 to 25 January 2021) that I provisionally considered myself unable to accept as having been supplied; during that same period at least.
- 6.24 However, it did not automatically follow, I provisionally considered, from my assessments above, that I could not be satisfied that no quantity of electricity should *be assigned to the first billing period* (26 October 2020 to 25 January 2021).
- 6.25 An important consideration, in this regard, I provisionally determined, was that [REDACTED] had not contested the quantity of electricity *originally billed* as an estimate for the same first billing period (26 October 2020 to 25

January 2021). The relevant estimated reads for that period – shown in a bill produced by Power NI and dated 29 October 2020 - started at 98,837 and ended at 430 making an estimated total of 1,593 units (when taking account of the established zero reset of the register at 99999). This (it was explained) was (provisionally) considered “*very broadly in line with the estimated average 1487 units per month I was utilising as a broad estimate*”.

6.26 An alternative approach, I provisionally explained, would involve looking at an estimate of the period when the 32,072 units assigned to the first billing period would have been supplied to and consumed at the Supplied Premises. That approach would result in landing on a period ending approx. October 2019 worked out as follows and taking the 25 January 2018 actual (i.e., physical attendance by NIE Networks Meter Operative) read as the starting point:

- 25 January 2018 + (11 months x 1487 units per month) = approx. December 2018 to reach 99999 and zero the register
[i.e. 84,600 units recorded (25 January 2018) + (16,357) units = 100,417 (within 0.4% of the zero-reset figure)]

in addition to which one would need to account for the remaining portion of the 32,020 units (approx. 15000 units having already utilised the 16,357 units figure above) a figure I calculate as taking approx. 10 months (utilising my estimate of 1487 units per month) taking one out to approx. October 2019.

6.27 Using this alternative approach would, I explained in the Draft Determination, leave all the 32,072⁴¹ units to be assigned to a period or periods of supply to the Supplied Premises before the stated first billing period (26 January 2020 to 25 January 2021) used in the 24 February 2023 rebills. It would not, on this basis, be established that *any quantity* of

⁴¹ The Draft Determination at times mistakenly refers to a figure of 32020 units instead of the correct 32072 units. In the event this mistake is not material.

electricity was supplied for this first billing period (covered by the three 24 February 2023 re bills).

6.28 Not without some hesitation I (provisionally) decided not to proceed on this alternative approach. I (provisionally) considered it better to proceed on the basis that [REDACTED] had NOT disputed any of the estimated quantities shown in the *original* (estimated reads) bills sent to him for the relevant period/s, to include the first billing period 26 October 2020 to 25 January 2021. Accordingly, I was (provisionally) satisfied that Power NI had – as a fact - supplied a quantity of **1,593** units for the (first billing) period 26 October 2020 to 25 January 2021.

6.29 Standing back, in summary, my provisional (Draft Determination) overall finding in relation to Issue One was as follows:-

(i) I was satisfied that Power NI had (as a fact) supplied the quantity of electricity set out in the bills for the period/s 26 October 2020 to 17 July 2023 except for the specific period 26 October 2020 to 25 January 2021.

(ii) I was satisfied that the quantity of electricity supplied for the period 26 October 2020 to 25 January 2021 was not (as claimed in the reappportioned bills dated 24 February 2023) 32072⁴² units but was instead 1593 units.

6.30 My Draft Determination noted that on one reading (of the way the Issues were phrased) it might be said that my overall assessment on Issue One above (not answering Issue One wholly in the affirmative) meant that I did not need to go on and determine Issue Two. I (provisionally) considered that that would not be the right way to proceed.

⁴² Correcting the “error” already mentioned.

- 6.31 A key part of this Dispute was, I provisionally considered, the application (or not) of the Back Billing Requirements and whether those provisions might bar recovery (by Power NI) of the Disputed Charges Amount (or part of it). I (provisionally) considered that my overall assessment on Issue One should not preclude me from going on to make an assessment on Issue Two (which concerns the Back Billing Requirements).
- 6.32 I had regard to the fact that my findings in the Draft Determination were provisional, and I might be persuaded (on receiving comment from the Parties on the Draft Determination) to change course on Issue One. Furthermore, (I provisionally considered) my assessment of the Back Billing Requirements and their application to the facts of the Dispute might mean that some of my findings on Issue One would be rendered essentially academic.
- 6.33 I explained that what I meant by this was that my *final* determination of the Dispute might involve a decision (on the facts of the Dispute) that the Back Billing Requirements applied so that Power NI *could not* (being not entitled to) seek to recover charges for period/s covered by the Disputed Charges Amount *no matter what quantity of electricity has been assigned to that period/s by Power NI in the bills making up the Disputed Charges Amount* which period/s could include the mentioned *first billing period* 26 October 2020 through 25 January 2021.
- 6.34 Having considered these matters, it was my provisional decision to proceed to make a (provisional) decision on Issue Two. To avoid any doubt as to procedural requirements, I (provisionally) decided, in so far as it might be necessary, to reformulate Issues One and Issue Two (as set out/phrased in the Statement) to the extent required to permit consideration by me (under Issue Two) of the potential application of the Back Billing Requirements to the Disputed Charges Amount and the billing periods covered by that Disputed Charges Amount.

6.35 My power to reformulate the issues for resolution was specifically advertised in the Statement and neither Party contested it in their comment on the draft Statement. Nor was any relevant contest raised in the Parties' comments on the Draft Determination. I confirm my provisional procedural decision (as to reconfiguration of the Issues) as final for the purposes of this Final Determination.

***Consideration of the Parties' Comments on the Draft Determination:
Issue One***

(a) Comments by the Customer

6.36 I do not consider that the Comments made by [REDACTED] undermine or otherwise affect the provisional decision on Issue One set out in the Draft Determination.

6.37 I appreciate that [REDACTED] continues to express/experience a lack of understanding in respect of certain matters concerning the applicable meter reads. But these comments do not specifically address the provisional decision on Issue One explained in the Draft Determination.

(b) Comments by Power NI

6.38 I do consider that the comments made by Power NI (in the Power NI Comment) undermine – to an extent – the provisional decision on Issue One (explained in the Draft Determination). I will now explain why this is and the extent to which I have been persuaded to change course on Issue One.

6.39 Power NI argues that it is accepted in the Draft Determination that the meter register (for the Supplied Premises) was (throughout any period relevant to the Dispute) “not faulty” and so was recording quantities of electricity – supplied to the Supplied premises – “accurately”. [REDACTED] has not argued otherwise in his comments on the Draft Determination. I

confirm these matters as accepted for the purposes of this Final Determination (to the extent necessary).

6.40 Power NI further contends that the Draft Determination found that the units making up the Disputed Charges Amount (as shown on the 20 July 2023 Bill) were supplied to the Supplied Premises so that the only question (in Power NI's view) is one of "*timing*": "*when were [the units] supplied*". Again, I accept this contention for the purposes of this Final Determination (to the extent necessary).

6.41 I note that Power NI expresses "surprise" that it was not asked questions to explain Power NI's "apportionment or allocation" of the units over the various bills and "time horizons".

6.42 I would respond to this "case" by making four observations.

6.43 First, it is as a general matter for the Parties to a referred dispute to marshal their own submissions. Second, the question of the appropriate apportionment or allocation of the relevant units was (it seems to me) a potentially significant matter to be addressed in the Dispute (see the definition of "Relevant Date" in Condition 38A of the Power NI Supply Licence). Third, Power NI contends that its approach to allocation was already explained in the cited "cell" entries. Fourth, Power NI now *further* explains its approach to allocation so there can be no possible prejudice to Power NI; provided I agree to receive that further explanation despite the admonition against new evidence/grounds of dispute communicated in the Draft Determination.

6.44 I have decided – not without some hesitation – that I should receive the *further* Power NI explanation as to the attribution of the (32072) units assigned (by Power NI in one of the February 2023 rebills) to the first stated billing period (26 October 2020 to 25 January 2021). I do so for two reasons.

- 6.45 First, I do not consider that my consideration of the further explanation causes any prejudice to the other party, [REDACTED] As will be seen it is my final decision not to decide the appropriate allocation of (defined) units to the first billing period. Second, I consider that the further explanation advanced by Power NI in the Power NI Comment reveals (what seems to me to be) a misapprehension (on the part of Power NI) viz., the effect of Condition 38A which I should address.
- 6.46 In making my decision to receive the further explanation I have not left out of account that the explanation is not merely repetitive. This is why I have used the word “further” to describe it. It appears that the Power NI Comment on this matter goes a deal further in explaining Power NI’s decided allocation of the units than could be reasonably taken from the cited cell entries (at G34 and M34). Those entries – on any fair reading - do not communicate that the allocation (of the 32,072 units to the first billing period) was made “intentionally” by Power NI in the exercise of a claimed “discretion” which the Power NI Comment characterises as “subjective”. I now address the further explanation as to allocation.
- 6.47 Power NI appears (by the Power NI Comment) to consider that it has an unfettered (or as Power NI described it “subjective”) “discretion” as to how to allocate back billed (type) units to particular (past) billing periods and will be considered to have acted entirely reasonably in allocating units to the billing period where the units are “cheapest”. In making this “case” Power NI refers to the “impacted” billing periods.
- 6.48 I consider that Power NI is mistaken in this regard.
- 6.49 The Back Billing Requirements (set out in Condition 38A) rely on a reasonable judgement being made as to the “date” to allocate previously unbilled (back bill type) units to assess whether these unbilled units (or any part of them) can be properly assigned to a consumption period more than 13 months prior to the bill first raised in respect of those previously unbilled

units. I refer here to the definition of Relevant Charge in Condition 38A of the Power NI Supply Licence as follows:

Relevant Date means, in respect of any Charges for the Supply of Electricity: (a) where such charges relate to the consumption of units of electricity, the date on which those units were consumed or can reasonably be estimated to have been consumed. [Underlining added]

6.50 This definition is not included in the Power NI Comment.

6.51 It follows from the definition of “Relevant Charge” in Condition 38A that there is no absolute discretion vested in Power NI as to which “date” to allocate back bill type units. For the Back Billing Requirements to “work” Power NI must perform an assessment as to *when* the relevant units can be reasonably estimated to have been consumed. Consideration of price does not come into that analysis. The assessment is conducted on a “*when consumed*” basis. The words “estimated” and “reasonable” (in the definition of Relevant Date in Condition 38A) anticipate that the assessment regarding the definition of “Relevant Date” might well involve judgement so long as that judgement can be characterised as reasonable. What is reasonable will depend on the circumstances.

6.52 Power NI does not claim to have conducted any analysis/assessment of the type just described: instead claiming to have been entitled to decide in the exercise of a claimed “discretion” (which it characterises as “subjective”) to allocate the (relevant) to the period (or “time horizon”) during which units consumers cost least when assessed against other “impacted” periods (for consumption). That claim is misplaced for the reasons provided (above).

6.53 My analysis explains why I also consider that Power NI’s reference to what it describes as the “impacted” period(s) is (also) misguided.

- 6.54 It is noted that Power NI does not explain why the so-called “impacted” period(s) for the unbilled units (to include the “majority” assigned to the first billing period in the exercise of a “subjective” discretion) *only commence with the first billing period* (26 October 2020 to 25 October 2021).
- 6.55 It follows that the Power NI Comment in so far as it includes the *further* explanation of the allocation of units to the first billing period cannot be (and is not) assessed to undermine my provisional decision on that matter.
- 6.56 This brings me to the “alternative approach” to allocation described in the Power NI Comment. This approach averages the unbilled units over all the “impacted” billing periods.
- 6.57 I consider that I should not introduce the alternative approach into further considerations on my allocations analysis (as explained in the Draft Determination) when deciding on this Final Determination.
- 6.58 First, I consider that the “alternative approach” submission stands as new evidence and/or new grounds of dispute of the type referenced within the Draft Determination. Again, Power NI has made no application to adduce any such material.
- 6.59 Second, the “alternative approach” is – as Power NI (rightly) recognises – potentially against the interests of the Customer (on the determination of the Dispute). That would appear to call (should the alternative approach “case” be admitted) for further submission from the Customer. That would cause delay.
- 6.60 These considerations (severally or cumulatively) cause me to decide not to receive (or further consider) the “alternative approach” submission part of the Power NI Comment.

- 6.61 It follows that the alternative approach submission cannot and does not undermine my provisional decision on Issue One.
- 6.62 Based on the foregoing my final decision is that the allocation of units to *the first (stated) billing period* aligns with my provisional decision (as per the Draft Determination) to the extent that I am not satisfied that the allocation of 32,072 units to that period was appropriate. I am not (as a final decision) satisfied that there was a reasonable basis for that allocation.
- 6.63 I now move to a matter where the Power NI Comment has caused me to shift my provisional thinking (in the Draft Determination) on Issue One. It concerns the provisional finding that the units supplied to the Supplied Premises for the *first billing period* (26 October 2020 to 25 January 2021) were – as a fact – in the amount of 1,593.
- 6.64 I do not consider that there is much in Power NI's criticism of the word "fact" (based on the absence of an available (non-estimated) meter read covering the first billing period).
- 6.65 The word "fact" was used in the formulation of Issue One as far back as the Statement. While one could engage in an analysis of the true meaning of the word "fact", the meaning/sense of the word used in Issue One is, it is considered, tolerably clear. It is an expression that captures whether one can be satisfied that units can be appropriately attributed to a particular (consumption) period/s.
- 6.66 Power NI is on better ground when it criticises the way the Draft Determination examined the issue of what units could be appropriately allocated to the first billing period. I am persuaded that Power NI is right to contend that this part of my analysis/calculations is infected by a math error.
- 6.67 The Draft Determination stated that the units allocated to the *first billing period* (26 October 2020 to 25 January 2021) were in broad alignment to the

estimated *monthly* units that I had used as a cross check. That was wrong for the reasons explained by Power NI in the Power NI Comment.

- 6.68 Power NI is right to observe that the first billing period covers a period of 3 months whilst the estimated units figure I used only covered a period of 1 month. The “true” worked-up consumption for the first billing period should (for broad comparison purposes) have been calculated as being 4,461 units and not 1,573 units (as per the Draft Determination).
- 6.69 Recognising this error in the Draft Determination still, on the face of it, leaves me to (finally) decide how to deal with the matter of what amount of units *should be apportioned/allocated to the first billing period in circumstances* where: (a) it has been Power NI’s case in the Dispute that 32,072 units were to be attributed to the first billing period; (b) [REDACTED] has not disputed the estimated reading of units (1,573) on which he was originally billed for this (same) period; and (c) I have confirmed as final my decision that there is no reasonable basis for allocating 32,072 units to the *first billing period*.
- 6.70 I do not find this an easy matter to resolve. In the end I have decided that I do not need to formally decide it and shouldn’t. To clarify, that is my final decision.
- 6.71 I consider that I do not need to formally resolve this matter because my final determination on Issue Two is (as will be explained below) is such⁴³ that it renders any decision on the matter described⁴⁴ unnecessary (for the determination of the Dispute) and, accordingly, essentially moot. My final decision on Issue Two proceeds assuming the *Power NI allocation* (of

⁴³ Where I determine that Power NI is not entitled to recover the charges raised in the February 2023 rebill(s) in respect of *inter alia* the *first billing period*.

⁴⁴ I accept that there is an argument that my final decision on whether there is a *reasonable basis* for the units (32,072) Power NI allocates to the *first billing period* is likewise unnecessary and accordingly moot. My final decision on issue Two proceeds on the basis that my final decision on this part of Issue One (allocation of units to the *first billing period*) is assumed (in favour of Power NI) wrong so that Power NI may recover the charges (re)billed for that first billing period unless (as I find they do) the Back Billing Requirements prevent any such recovery.

32,072) to the *first billing period*. I consider that my (final) decision - to decline to resolve the stated matter (of what amount/quantity of units to allocate to the *first billing period* in *substitution*) prejudices neither Party so far as the final determination of the Dispute is concerned.⁴⁵

6.72 I note that the Power NI Comment states that the Draft Determination failed to “clarify” how the “balance” of the unbilled units (after deduction of the 1573 from the 32070⁴⁶) “should be accounted for”. It is not considered that there was any requirement to provide this clarification.

6.73 The Art 47A determination of the Dispute does not require any such clarification. How any “balance” of units is to be accounted for/treated is not considered a matter for determination in the Dispute. It is not one of the Issues. Nor do I consider it appropriate to make it an Issue at this very late stage of proceedings.

6.74 Furthermore, the final decision on Issue One (now) involves no determination as to appropriate allocation of units to the first billing period save that I confirm my finding that I am not satisfied that it was appropriate to allocate 32,072 units to the first billing period. Again, my final decision is that I need not calculate a *substituted figure* of units for the same period. Accordingly, any question viz., the “balance” of units and their allocation does not arise.

6.75 I note that Power NI claims that it will be financially disadvantaged if it cannot recover the costs of disallowed units. I accept that this may well be accurate. However, my function is (only) to determine the Dispute on the evidence and submissions presented and properly received during the

⁴⁵ Noting that my function in determining the Dispute is (limited) to resolving the question of Power NI’s entitlement to the Charges (the Disputed Charges Amount) raised in the 20 July 2023 Bill.

⁴⁶ Again, this reflects a non-material error where the figure of units was described as 32,020 instead of (correctly) 32,072.

Dispute. Other considerations/consequences are not for me to decide within the framework of the Dispute.

6.76 I also note that the Power NI comment refers to the “settlement process”. I consider that this Final Determination document speaks for itself. I have made observations above as to the proper approach as to the question of “when” unbilled (back billed) units should be *reasonably estimated* to have been consumed. I am content to confine my formal findings to the determination of the issues presented in the Dispute (reformulated by me to the extent that might be required). I do not consider it appropriate to make comment on potential ramifications for the “settlement process”. That is not part of my Dispute determination function.

6.77 I note that the Power NI Comment on Issue One ends with this:

“In relation to Issue One, as the meter has been found to be working correctly the only conclusion that can be reached is that Power NI did supply the units. The apportionment of those units over time given the absence of meter reads is subjective and Power NI should not be penalised for acting in a manner which lowered cost to the business customer.”
[Underlining added].

6.78 I have already explained that my Final Determination is to accept the assertion made in the first sentence of the quoted part. I have also explained why I disagree with the contention made in the second sentence. The use of the word “subjective” is consistent with the “discretion” approach advocated (or further explained) in the Power NI Comment. For the reasons given, I consider the stated approach not to be in harmony with the Back Billing Requirements as set out in Condition 38A.⁴⁷

⁴⁷ With particular regard (as explained) to the definition of “*Relevant Date*” in Condition 38A.

Final Determination on Issue One

6.79 For the reasons set out above, my overall final determination on Issue One is as follows:

- (i) I am satisfied that Power NI has (as a fact) supplied the quantity of electricity [to the Customer's Supplied Premises] set out in the bill/s for the period/s 26 October 2020 to 17 July 2023 except for that quantity claimed to have been supplied in the specific period 26 October 2020 to 25 January 2021 (the first billing period) in respect of which I am not (so) satisfied.
- (ii) I decline to decide on a substituted figure for the quantity (amount) of electricity to be appropriately allocated to the aforementioned first billing period, considering that my final decision on Issue Two (below) means that I don't have to decide the matter and can instead proceed - on Issue Two, and in determining the Dispute (overall) - by assuming the apportionment (for the specified first billing period) in the amount (32,072) stated by Power NI in the stated bill/s.

ISSUE TWO

6.80 My overall (final) decision on Issue Two accords with the provisional decision on Issue Two set out in the Draft Determination. The only change concerns a now identified small calculation error.

6.81 Resolution of Issue Two involves the proper interpretation and application of the Back Billing Requirements (provided for in Condition 38A of the Power NI Supply Licence) to the particular circumstances of the Dispute.

6.82 The next section of this document sets out how I (provisionally) approached Issue Two in the Draft Determination. I then address the comments made by the Parties on Issue Two in their respective comments on the Draft

Determination. I conclude by explaining my overall final determination on Issue Two.

The Draft Determination: Issue Two

6.83 The Draft Determination started out with my (provisional) approach to interpretation of the relevant provisions of the Power NI Supply Licence (and Condition 38A in particular).

6.84 That approach was, I explained, captured in the following quote from Lord Carnwath in JSC in *Lambeth LBC v Secretary of State for HCLG* [\[2019\] 1 WLR 4317](#) at [19]: '*In summary, whatever the legal character of the document in question, the starting point and usually the end point – is to find "the natural and ordinary meaning" of the words there used, viewed in their particular context (statutory or otherwise) and in the light of common sense*'. .

6.85 I also noted the warning of Lord Carnwath JSC in *Lambeth* against the risk of over complication in interpreting documents (see para [28] of *Lambeth*).

6.86 Having explained my (provisional) approach to interpretation I proceeded to set out some matters that were (and are) not contested as between the Parties and in respect of which the position is (accordingly) settled for the purposes of the determination of this Dispute (by this Final Determination).

(a) Matters not contested in the Dispute

"Relevant Premises" and "Small Business Premises"

6.87 The so called "Time Limits" in Condition 38A (and so the Back Billing Requirements) only apply to what are termed "*Relevant Premises*". A Relevant Premises is defined as a *Domestic Premises* or a *Small Business Premises* (as further defined in the definitions specified in paragraph 7 of Condition 38A).

6.88 Power NI has accepted that the Supplied Premises are *Small Business Premises* within the meaning of that term - as defined in paragraph 7 of

Condition 38A - so that, accordingly, the Back Billing Requirements in Condition 38A apply to the account of [REDACTED] (with Power NI) in respect of Charges for the Supply of Electricity to the Supplied Premises.

“Charges for the Supply of Electricity”

- 6.89 Power NI does not dispute that the charges making up the Disputed Charges Amount represent *Charges for the Supply of Electricity* as that term is defined in Condition 38A.

“Terms of Relevant Contracts”

- 6.90 Power NI does not dispute that its contract of supply with [REDACTED] (for supply of electricity to the Supplied Premises) is a *Relevant Contract* as mentioned in paragraph 5 and paragraph 6 of Condition 38A and defined in the definition section (paragraph 7) of Condition 38A.
- 6.91 Power NI also accepts that its contract of supply with [REDACTED] incorporates the Back Billing Requirements included in Condition 38A (in conformity with the requirements of paragraph 5 and 6 of Condition 38A). I have called the relevant contract terms the **Power NI T&Cs**.
- 6.92 The next section of the Draft Determination proceeded to say something about the interpretation of some key parts of Condition 38A as follows (applying my (provisional) *Lambeth* approach to interpretation).

(b) Interpretation of key parts of Condition 38A

Paragraphs 1 and 2 of Condition 38A

- 6.93 I (provisionally) interpreted paragraph 1 of Condition 38A as prohibiting Power NI from recovering or taking any steps to recover - to include sending bills – Charges for the Supply of Electricity more than 13 months after the Relevant Date (as defined in Condition 38A) unless the Requirements set out in Paragraph 2 are satisfied or at least one of the “circumstances” in paragraph 3 of Condition 38A applies.

6.94 Paragraph 2 of Condition 38A is titled “*Action within the Time Limit*”. I quote it again:

Action Taken within the Time Limit

2. *The requirement of this paragraph is that, on a date which falls no more than 13 months after the Relevant Date, the Licensee⁴⁸:*

(a) sent a bill, or any equivalent demand for payment, to the Customer in respect of the Charges for the Supply of Electricity; or

(b) otherwise took steps to recover the Charges for the Supply of Electricity, the effect of which has been (or will be) reflected in the next statement sent to the Customer after those steps were taken.

6.95 I explained my provisional view that Paragraph 2 is an important provision for the purposes of the determination of the Dispute. I (provisionally) interpreted it as making clear that the (conditional) prohibition in Paragraph 1 does not apply to Charges for the Supply of Electricity where a bill *has previously been sent for those same specified “Charges” within the requisite period* (i.e. not more than 13 months after the Relevant Date).

6.96 I (provisionally) took this to mean that where a licensed supplier (like Power NI in this case) does (previously) first bill for “Charges” (the **originally Billed Charges**) *within the period allowed by Paragraph 1 of Condition 38A* but later “rebills” for Charges (the **rebilled Charges**) for the same billing period covered by the originally Billed Charges (but) outside the period allowed by Paragraph 1, that part of the rebilled Charges comprised of the originally Billed Charges is not “caught” by the (conditional) prohibition in Para 1 of Condition 38A and the licensee (in this case, Power NI) is not precluded from taking (further) steps to recover the originally Billed Charges.

⁴⁸ Noting that “the Licensee” in this case is Power NI.

6.97 It is only (I provisionally considered) the *additional* amount of the charge - the *difference* between the originally billed Charges and the rebilled Charges - that is “caught” by the (conditional) prohibition in Paragraph 1 *unless* the “requirement” in Paragraph 2(b) of Condition 38A is satisfied or one of the “circumstances” in Paragraph 3 (of Condition 38A) “applies”. Paragraph 2(b) is not relevant to the determination of the Dispute. Paragraph 3(b) (or more specifically, paragraph 3(b)(i)) is.

6.98 I now turn to my provisional interpretation of Paragraph 3(b)(i) of Condition 38A.

Paragraph 3(b)(i) of Condition 38A

6.99 Paragraph 3(b) of Condition 38A provides (relevantly)⁴⁹ that

Circumstances in which the Time Limit Does Not Apply

3 The circumstances described in this paragraph are each of the following:

...

(b) the Licensee was unable to satisfy the requirements of paragraph 2 in relation to the Charges for the Supply of Electricity in consequence of the fact that:

(i) the Licensee was unable to obtain an Actual Meter Reading at the Relevant Premises in respect of the period to which the charges relate, in spite of having taken all reasonable steps to do so; or

...

[Underlining added]

6.100 I started with my interpretation of the phrase “*in consequence of the fact*”. Applying my consistent approach to interpretation (as explained), I (provisionally) considered that this phrase means “because”: albeit that the formulation used in the text of Condition 38A appears to invest an added

⁴⁹ Again, all emphasis is added.

emphasise in the required causal connection. Overall, I considered the word “because” captures the essential meaning.

6.101 It follows, I provisionally considered, that for the “circumstance” in paragraph 3(b)(i) to “apply” one needs to be satisfied that the supplier (Power NI in this case) was unable to bill - for the Charges for the Supply involved⁵⁰ in accordance with paragraph 2 - *because* of the “fact” described in Paragraph 3(b)(i). This led me on to a discussion of the meaning of the Paragraph 3(b)(i) “fact”.

6.102 I provisionally considered that that were two key elements to a proper understanding of Paragraph 3(b)(i). The first concerned the meaning of the phrase “*Actual Meter Read*”. The second concerned the meaning of the phrase “*all reasonable steps*”. Understanding and applying these terms was, I provisionally considered, central to the resolution of Issue Two (and the Dispute more generally).

6.103 The meaning of the phrase “*Actual Meter Read*” is, I provisionally considered unproblematic. There was (I provisionally considered) no ambiguity. The phrase is specifically defined in the Definitions section of Condition 38A itself as follows:

Actual Meter Reading means an electricity meter reading taken by the Licensee or on its behalf (but does not include a meter reading taken by the Customer or an estimated meter reading).

[Underlining added]

6.104 I provisionally considered that the (defined) meaning of “*Actual Meter Reading*” was consistent with the definition used for “*actual meter reading*” in the text of Condition 38 of the Power NI Supply Licence. There could thus (I provisionally considered) be no ambiguity at all about the meaning of the

⁵⁰ Which will *not* include the “originally Billed Charges” part of the “rebilled Charges” amount as per my discussion on Paragraph 1 and Paragraph 2.

phrase “*Actual Meter Reading*” for the purposes of the Back Billing Requirements in Condition 38A.

- 6.105 Accordingly, I provisionally considered that “importantly an “*Actual Meter Reading*” (as defined in Condition 38A) included neither an *estimated* reading nor reading provided by a customer of the licensed supplier.
- 6.106 Turning to the phrase “*all reasonable steps*” I noted that it is not defined in the definitions section (paragraph 7) of Condition 38A. I (provisionally) considered – applying my explained (provisional) approach to interpretation – that I should adopt a common-sense approach to that phrase, seeking to give it an ordinary meaning.
- 6.107 I started with the word “steps”. I considered (provisionally) that this is an ordinary word and means *take actions*.
- 6.108 Turning to the word “reasonable” I also (provisionally) considered this an ordinary word. I noted that the Oxford English Dictionary provides a useful definition of “*within the limits of reason; not greatly less or more than might be expected*”. I (provisionally) considered that to this definition one could usefully add the rider “*in the circumstances*”. The circumstances in this case were (I provisionally considered) market arrangements for the taking of an “*Actual Meter Reading*”(s) as defined in Condition 38A to include the processes adopted by NIE Networks (as DNO) in respect of meter reading which includes, importantly, its OS7 Process Document. The market arrangements include the Common Services Model.
- 6.109 I next (provisionally) noted that the word “*all*” stands as an ordinary but important word in the present context. It was not enough (I considered) - to be satisfied of the fact contained in paragraph 3(b)(i) - that I be satisfied that Power NI took *some* reasonable steps to obtain “*Actual Meter Reading*”(s) (as defined). I must (I provisionally considered) be satisfied that Power NI was unable to take a relevant “*Actual Meter Reading*” (for the applicable period/s) “*in spite*” of having taken ***all*** *reasonable steps* to do so.

6.110 Drawing all these elements together, I provisionally considered that for a supplier (like Power NI), to be able to successfully rely on the “circumstance” in Paragraph 3(b)(i), it needed to be established that the supplier (in this case Power NI) was unable to meet the requirements of Para 2 of Condition 38A in respect of the relevant Charges for the Supply of Electricity involved because of the “fact” that it was unable to obtain an “actual” (not customer provided or estimated readings) in spite of having taken all reasonable steps to obtain that “actual” read/s.

6.111 Again, it is important to note (I provisionally considered) that on my approach reliance on the “circumstance” in Para 3(b)(i) is only necessary in respect of any charges in respect of which a bill has not been raised in accordance with Para 2 of Condition 38A, so that a licensed supplier (like Power NI) need not point to the “circumstance” provisions of Condition 38A(3)(b)(i) where it can be shown that any part of billed charges were *previously billed* in accordance with Condition 38A(2). Steps to recover the previously billed component (what I called the *originally billed Charges*) – to include by the issue of a rebill including that previously billed charge – were not (I provisionally considered) precluded by operation of Condition 38A(1). I noted that I (provisionally) considered that this stood as important consideration in this Dispute.

6.112 Having (provisionally) interpreted the meaning of the relevant provisions of Condition 38A I then turned to (provisionally) apply those provisions to the facts of the Dispute.

Which part of the Disputed Charges Amount is involved in the potential application of the “circumstance” in paragraph 3(i) of Condition 38A

6.113 It was important (I provisionally considered) to identify that part of the Disputed Charges Amount that might involve the application of the “circumstance” set out in paragraph 3(b)(i) of Condition 38A.

6.114 I considered that I could first rule out those charges comprised in the Disputed Charges Amount that cover the billing period *after* the three rebills dated 24 February 2023. Those bills were all raised *within* the 13-

month period allowed by the Back Billing Requirements explained in Condition 38A. I could (provisionally) see no case for prohibiting (or barring) those charges by application of the Back Billing Requirements in Condition 38A.

- 6.115 I provisionally considered that I could also rule out those charges (within the Disputed Charges Amount) that refer to billing periods on or after **24 January 2022** being a period 13 months before the three “rebills” each dated 24 February 2023. The Back Billing Requirements can (I provisionally considered) only preclude recovery of charges for consumption/billing periods *more than* 13 months before the relevant bill/s. It followed (I provisionally considered) that the focus should be on the bills for the period starting on **26 October 2020** (the starting day for the periods covered by the rebills dated 24 February 2023) and ending on **23 January 2022**.
- 6.116 Also to be ruled out (I provisionally considered) was that part of the Disputed Charges Amount that reflects the charges originally billed for the period starting on 26 October 2020 and ending 23 January 2022 based on estimated reads. This followed (I considered) from my interpretation of the relevant provisions of Condition 38A and my (provisional) discussion of originally Billed Charges and Rebilled Charges.
- 6.117 On the facts of this case there were (I considered) a series of previous bills based on *estimated reads* covering the period 26 October 2020 through to 23 January 2022. There was, I noted, no argument (from either Party) that those *original bills* were “out of time” for the purposes of the Back Billing Requirements included in Condition 38A. The three rebills dated 24 February 2023 rebilled for the same periods covered by those original (based on estimated readings) bills. The rebills charged more for those same periods. Applying my (provisional) interpretation of Condition 38A I (provisionally) found that [REDACTED] remained liable for the charges made in the original “in time” bills (based on estimated reads) for the period starting on 26 October 2020 and ending 23 January 2022.

6.118 Drawing this all together, it was my (provisional) assessment that the only part of the charges included in the Disputed Charges Amount that were *potentially* precluded (or barred) by operation of Condition 38A (as I (provisionally) interpreted it) was:

The figure (or amount) for charges for the period between 26 October 2020 and 23 January 2022⁵¹ over and above the charges originally billed (in time) for that same period based on the then available estimated reads.

I called these the **Potentially Disallowable Charges**.

6.119 I then turned to (provisionally) decide whether I was satisfied that the Potentially Disallowable Charges could be “saved” – from being disallowed – by operation of or “under” the exception provided in Paragraph 3(b)(i) of Condition 38A.

Are the Potentially Disallowable Charges “saved” under Paragraph 3(b)(i) of Condition 38A.

6.120 My (provisional) answer here was “no”. My reasons were as follows.

6.121 I started by saying something about the quantity of 32,072⁵² units assigned by Power NI - in the 24 February 2023 rebills - to the (first billing) period 26 October 2020 through to 25 January 2021.

6.122 I recalled that I had (provisionally) found – in answer to Issue One (above) - that this figure could not be reasonably supported, and Power NI had (I provisionally considered) offered no reasonable explanation for the relevant allocation.⁵³

6.123 However, I (provisionally) considered (for the reasons to follow) that my (provisional) decision on Issue Two would be the same even if I accepted that Power NI had reasonably attributed that figure of 32,072 units to the first

⁵¹ Being more than 13 months back from the rebills dated 24 February 2023.

⁵² Noting (again) the immaterial error between the unit figure of 32020 and 32072.

⁵³ It will be noted that I have confirmed that provisional conclusion as final in this Final Determination.

(billing) period of 26 October through 25 January 2021. My analysis (to follow) proceeded on the assumption (favourable to Power NI) that my (provisional) finding on Issue One was wrong (in part) and the assignation of the 32,072 units to the first mentioned billing period (26 October 2020 to 25 January 2021) was supported and reasonable.

6.124 I also (provisionally) considered that I did not need to resolve the evident *factual* controversies between the Parties as to where and when access keys for the Supplied Premises were left and what communications were received by [REDACTED]. I reasoned that my (provisional) decision on the application of paragraph 3(b)(i) would be the same (I provisionally considered) even if I *assumed* (as I did) that all the communications outlined in the Power NI Response (as emphasised in the Power NI letter of 18 September 2024) were made and received.

6.125 In my (provisional) view matters turned on whether there were *additional* reasonable steps that Power NI could have taken - but didn't - to obtain relevant "Actual Meter Readings"⁵⁴ (as defined in Condition 38A itself). If there were, I could not (I provisionally concluded) be satisfied that the "circumstance" in Condition 38A(3)(b)(i) "applied" (in the relevant way). Power NI rightly accepted (it seemed to me) that my focus should be on whether Condition 38A(3)(b)(i) applied.

6.126 For the following reasons I provisionally considered that there were *additional* reasonable steps that Power NI could have taken to obtain (material) "Actual Meter Readings" (as defined) and the evidence on the Dispute was that it didn't do so.

6.127 As a starting point, I (provisionally) accepted Power NI's case that it performs (or seeks to perform) its obligations in relation to Condition 38A under industry arrangements with NIE Networks and in that sense relies on NIE Networks to make sure that it (Power NI) complies with the Back Billing Requirements in Condition 38A. This was intended to be a reference to the

⁵⁴ To clarify I used and use "Actual Meter Reads" and "Actual Meter Readings" in the same sense.

“Common Services Model”. That said, Power NI is (I provisionally considered) the regulated entity fixed with the (regulatory) obligations under the Back Billing Requirements. The same consideration applied (I provisionally considered) to the noted requirements under Condition 38(11)(a) of the Power NI Supply Licence.

- 6.128 It was, I (provisionally) considered, highly significant that the numerous interactions (with the Customer) contained in the Power NI Response document did *not* mention “Actual Meter Reading[s]” (as defined in Condition 38A) save for recitation of the ordinary (i.e., scheduled) quarterly (DNO)⁵⁵ Meter Operative visits to the Supplied Premises.
- 6.129 Importantly, (I provisionally considered) the Card Reminders that Power NI says were left for [REDACTED] (so that he could provide a “*customer reading*”) at the Supplied Premises (and I assume were) and on which it relies did *not* speak to planning for the taking of an “Actual Meter Reading” (as defined (in Condition 38A)). The left cards did not evidence attempts (I provisionally considered) to take an “Actual Meter Reading” (as defined). This consideration also applied (I provisionally considered) to the various LTER (Long Term Estimated Read) letters included in the Power NI Response.
- 6.130 Power NI had (I noted) placed considerable emphasis on the two OSC7 letters (it says it)⁵⁶ sent to [REDACTED]. However, a close examination of those two OSC7 letters did not reveal (I provisionally considered) any attempt to obtain an Actual “Meter Read[ing]” (as defined in Condition 38A).
- 6.131 I explained that Power NI had referred - in the Power NI Response (and the 18 September 2024 letter) - to various text messages and emails sent to [REDACTED] about his account (with Power NI viz. the Supplied Premises). None of these exchanges seemed (I provisionally considered) directly relevant to any attempt to obtain an “Actual Meter Reading” (as defined).

⁵⁵ Again, NIE Networks is the DNO.

⁵⁶ Again, my provisional analysis proceeded on the assumed basis that all communications that Power says it sent to the Customer were sent.

The lack of a recorded call (text or email) - in all the enumerated communications - seeking an appointment to take an “Actual Meter Reading” (as defined) for the Supplied Premises was (I provisionally considered) a “telling omission”.

6.132 I provisionally considered my analysis fortified by the information supplied by NIE Networks, to include the provisions made in the OS7 PD.

6.133 When queried on the OS7 PD procedures NIE Networks could - for this case – only point to (scheduled) quarterly visits to and (no access) cards being left at the Supplied Premises. It could point to no repeat (no access) visits to the Supplied Premises. Neither did Power NI point to repeat visits in its submissions on the Dispute. Repeated visits looked (I provisionally considered) to qualify as a reasonable step - not taken in this case - to obtain an “Actual Meter Reading” (as defined). Power NI did not, I provisionally considered, argue to the contrary in its submissions on the Dispute.

6.134 I noted that two version OSC7 Cards were produced by NIE Networks in response to queries on the OS7 PD (as it applied in this case). But NIE Networks was unable to make any positive case that any OS7 Card was left for [REDACTED] at the Supplied Premises.

6.135 In its submissions on the OSC7 Cards provided by NIE Networks Power NI made a case as to their significance in the present context. But (I provisionally considered) neither NIE Networks, nor importantly Power NI, had ever made the case or supplied any evidence as part of the Dispute that this type of OS7 Card/s was left for [REDACTED] at the Supplied Premises during or materially before the relevant period (26 October 2020 through to 23 January 2022) or at all.

6.136 It was further significant in my (provisional) view that Annex 8B of the Power NI Response exhibited the “cards” Power NI asserted were left for [REDACTED] yet none of these cards presents as an OS7 type card. There is, accordingly, (I provisionally considered) no basis on which to find that any OS7 cards was left for [REDACTED] I (provisionally found) that none were.

It is (I considered) Power NI's own case that an OS7 card has significance in this case. Sending OS7 cards was a reasonable step (not taken).

6.137 It was (I provisionally considered) also right to record that the OS7PD speaks of/to "special exercises" (including additional Meter Operative visits and letters requesting an "actual read"). NIE Networks was (I noted) specifically queried on this and while conceding that there could be calls and visits was unable to say that there were any calls and visits in this case. There was thus no basis (I provisionally considered) to find that any special exercise (other than perhaps the sending of the OS7 letters (which in any event don't exhort the taking of an "Actual Meter Reading")) was conducted in this case. At the very least the special measure of a call/s presented (I provisionally considered) as a reasonable "special exercise" (step) in this case. There was I considered no evidence to support it having taken place and I (provisionally) find that it didn't.

6.138 It (provisionally) seemed to me, from the foregoing, that there were several *additional* reasonable steps that Power NI could and should have taken to obtain relevant "Actual Meter Reading[s]" (as defined) in relation to the identified Potentially Disallowable Charges. I (provisionally) found that none of those steps were taken. That (provisional) finding was (I provisionally considered) fatal to the Power NI reliance on the "circumstance" in Condition 38A(3)(b)(i). I specifically clarified that a found failure to take any one of the identified reasonable steps would lead to the same conclusion (having regard to the fact that the circumstance in Condition 38A(3)(b)(i) refers to **all** (not some) reasonable steps being taken. This is a matter to which I will return when addressing the Power NI Comment.

6.139 I noted that my provisional conclusion on Issue Two would be the same even if I applied my provisional finding on Issue One viz. the assignation of the 32,072 units to the first stated billing period. That (provisional Issue One) conclusion could not (I considered) lead to a different (provisional) finding on Issue Two. I (provisionally) accepted that my overall (provisional) finding

on Issue Two rendered my (provisional) finding on Issue One in one sense/aspect academic.⁵⁷

6.140 I finished this part of the Draft Determination by affirming that in reaching my (provisional) finding on Issue Two I had not failed to note the following part of the Power NI Response:

We also refer to the Final Decision paper published by the UR on 8th January 2020 (<https://www.uregni.gov.uk/news-centre/back-billing-ni-retail-energy-market>) on Backbilling in the NI Retail Energy Market (Annex 10). Specifically, Power NI would like to highlight the UR's comments in 3.18 & 3.20 of this document and we would like to draw the UR's attention to the bolded sections:

3.18 Therefore, we have determined that there are two instances where the back billing limit would not apply due to customer behaviour. These are:

1. Where the licensee has not been able to recover charges for unpaid energy, despite sending repeated demands for payment in a manner compliant with licence obligations; and

2. Where the licensee has been unable to issue a bill for the correct amount of gas / electricity consumed because of obstructive or manifestly unreasonable behaviour by the consumer. Obstructive or manifestly unreasonable behaviour is defined as:

i. the effect of unlawful conduct by the customer (meter tampering or theft); and ii. the licensee being unable to obtain an actual meter reading for the period to which the back-bill relates, despite having used all reasonable efforts to do so.

Hence as long as the normal process of attempting to acquire meter reads (i.e. site visits, re-visits, self-read cards being left, etc) has been followed, then that will be deemed to constitute all reasonable efforts.

⁵⁷ In relation to the findings on unit allocation in the period 26 October 2020 through 23 January 2022: i.e., the period in respect of which I provisionally determined NIE Networks not entitled to charge given the Back Billing Requirements.

If the customer does not engage or respond to this activity then they will be at fault.

3.20 However, as stated above the UR are likely to deem customers to be at fault in situations where all reasonable attempts have been made to obtain a meter reading, and a lack of engagement from the consumer has meant one was not able to be obtained. Whilst this goes beyond the protections that Ofgem put in place, the decision reflects the differences between the NI and GB energy markets.

- 6.141 I did not (provisionally) consider that this Power NI submission undermined my (provisional) conclusion as to the interpretation or application of Condition 38A for the following (provisional) reasons.
- 6.142 First, my approach to interpretation (see above) required (I provisionally considered) that I focus on the actual text of Condition 38A. I provisionally considered that the meaning of the text of Condition 38A can be derived from examining the text as it presents. I further considered that it would (to borrow from the words of Lord Carnwath in the *Lambeth* case) be an overcomplication to go back to statements made in a decision paper relating to Back Billing.
- 6.143 I provisionally considered that customers and stakeholders like the CCNI (and indeed licensed suppliers themselves) are entitled to focus on the actual text included in Condition 38A (when considering Back Billing issues) and should not be required to go back to examine prior Utility Regulator decision papers on the topic of Back Billing in an effort to ascertain the correct meaning (or application) of (the actual text)of Condition 38A.
- 6.144 Second, I provisionally considered that the decision paper referenced by Power NI must be viewed in context. It uses terms like “manifestly unreasonable” and “obstructive” behaviour. Those terms did not find their way into the actual text of Condition 38A. Again, my (provisional) focus was on the actual text used in Condition 38A. That text was (I provisionally considered) the legally operative text.

6.145 Third, it was not at all clear (I provisionally considered) that any of the “bolded” text quoted by Power NI was in any way inconsistent with my (provisional) decision on the proper interpretation and application of Condition 38A.

6.146 I noted the references to “revisits” and “*all* normal processes”. The word “etc” in the first bolded paragraph was also (provisionally) considered instructive. The statement about a customer not engaging with “this activity” must (I provisionally considered) relate back to the non-exhaustive (see word “etc”) example steps. My provisional finding on Issue Two relied upon my assessment that there were *additional* steps (or processes) that were *reasonable* that were not performed by (or for) Power NI (on the facts of this case) in conjunction with NIE Networks. There was (I provisionally considered) no inconsistency between that assessment and the bolded text (as properly understood).

6.147 Third, I noted the use of the word “likely” in the second bolded paragraph quoted by Power NI. The use of that word appeared (I provisionally considered) to reflect that in the end it would be for a decision maker on a referred billing dispute - concerning the interpretation and application of the Back Billing Requirements⁵⁸ - to interpret the actual text of the implementing licence condition (Condition 38A) and apply the facts as found having paid due regard to the submissions of the Parties. I (provisionally) considered that that was the approach I had taken.

6.148 Fourth, the words in the second bolded paragraph must (I provisionally considered) be viewed in the context of the actual text of the operative Condition 38A. To repeat the second bolded paragraph contains this:

However, as stated above the UR are likely to deem customers to be at fault in situations where all reasonable attempts have been made to

⁵⁸ Or a related enforcement procedure.

obtain a meter reading, and a lack of engagement from the consumer has meant one was not able to be obtained.

(Underlining added).

6.149 The words “meter reading” could not (I provisionally considered) be taken to mean anything other than an “Actual Meter Reading” as *now defined in the actual text of Condition 38A* (so that it *doesn’t* relate to customer provided reads or estimated reads). My (provisional) analysis on Issue Two focused on the absence of (reasonable) steps taken by Power NI to obtain an “*Actual Meter Reading*” (as defined in Condition 38A). In that way the quoted part could be seen (I provisionally considered) to be consistent with my overall approach.

6.150 For all these reasons I (provisionally) found Power NI’s reliance on the quoted parts of the decision paper unpersuasive. The quoted parts of statements included in the previous decision paper did not (I provisionally considered) undermine my conclusions on Issue Two. In fact, viewed in proper context, I provisionally considered that the quoted parts could be seen to offer support to my overall analysis.

Overall (Provisional) Draft Determination: Issue Two

6.151 My overall provisional conclusion on Issue Two was that the only charges within the Disputed Charges Amount barred by the operation of the Back Billing Requirements were as follows:

The charges included in the three rebills dated 24 February 2023 where those charges are referable to the period beginning **on 26 October 2020 and ending on (and to include) 23 January 2022** and not made up of charges included in bills originally sent by Power NI to the Customer for the same period but later replaced by the three rebills.

6.152 Before moving on to the next sections of my Draft Determination I offered (provisional) observations about the word “entitled” in Art 47A of the Electricity Order, before setting out my (provisional) “workings” as to what charges (within the Disputed Charges Amount) Power NI was entitled. I

then proceeded to perform relevant calculations (or “working out” of relevant charges before finishing by making some (provisional) observations on my role.

The word “entitled” in Art 47A

- 6.153 The word “entitled” in Art 47A is to be interpreted (I provisionally considered) as covering cases where the Back Billing Requirements apply to bar steps to recover specified Charges for the Supply of Electricity.
- 6.154 This meant (I provisionally considered) that Power NI was not entitled to bill for any charges that it was precluded from taking steps to recover under Paragraph 1 of Condition 38A. I noted that Power NI made no case to the contrary. Power NI had confirmed that its contract with [REDACTED] (for the supply of electricity) incorporates the Back Billing Requirements in conformity with the requirements of Condition 38A (see Condition 38A(6) and Condition 38A(7)).

My (provisional) “working out” as to the amount of charges Power NI is entitled to.

- 6.155 The starting point was (I provisionally considered) the Disputed Charges Amount [REDACTED] INC VAT) as shown on the 20 July 2023 Bill. I asked how much of this Disputed Charges Amount Power NI was *entitled to* (within the meaning of Art 47A) based on my previous (provisional) conclusions.
- 6.156 The amount (for charges) that Power NI was entitled to (within the terms of Art47A) was worked out (I provisionally considered) by performing the following calculation, starting from the Disputed Charges Amount.
- 6.157 From the Disputed Charges Amount I **DEDUCTED** (or netted off from the Disputed Charges Amount of [REDACTED]) the charges in the (three) 24 February 2023 rebills for the period **26 October 2020** through to **23 January 2022** (the relevant period).

6.158 I then **ADDED** the charges originally billed to [REDACTED] for the (same) relevant period.

6.159 The following Table shows both aspects of my overall (provisional) calculation:

Disputed Charges Amount	[REDACTED]
Deduct Feb 2023 Bill 1 Amount (for period 26/10/20-18/10/21)	[REDACTED]
Deduct Feb 2023 Bill 2 Amount (for period 18/10/21-19/1/22)	[REDACTED]
Deduct <i>pro-rated</i> amount for period 19/1/22-23/1/22 [REDACTED] - using Feb Bill 3	[REDACTED]
Amount after deductions	[REDACTED]
Add originally billed amounts for 26/10/20-25/1/21	[REDACTED]
Add originally billed amounts for 25/01/21 - 20/04/21	[REDACTED]
Add originally billed amounts for 20/04/21 - 28/07/21	[REDACTED]

Add originally billed amounts for 28/07/21 - 18/10/21	██████████
Add originally billed amounts for 18/10/21 - 19/01/22	██████████
Also add pro-rated amount for period 19/1/22-23/1/22 ██████████ - using original bill dated 3 May 2022	██████████
Overall Amount (for charges) to which Power NI is entitled	██████████

6.160 As can be seen from my (provisional) calculations the amount (for charges) to which Power NI was entitled (within the meaning of Art 47A) was (provisionally) ██████████ (inclusive of VAT). Put another way, the part of the Disputed Charges Amount to which Power NI was entitled (within the meaning of Art 47A) was provisionally considered to be ██████████

6.161 No account was had in my provisional calculation (or “working out”) above to the ██████████] payment made by ██████████ in early 2024 as a credit against his account with Power NI. Full account of that ██████████ was still to be made against the running balance of the account of ██████████

My role

6.162 I explained that the Draft Determination set out my provisional decision on a referred Dispute. I further explained that it was not my role to decide whether Power NI had breached the terms of the Power NI Supply Licence. Any such adjudication could only be made within the recognised statutory

framework as read alongside our published enforcement policy⁵⁹. I made no further comment on any enforcement aspect.

Customer Comment on Issue Two Part of the Draft Determination and my associated “calculations”

6.163 [REDACTED] commented that my calculations failed to have due regard to (a) a figure of [REDACTED] and (b) the payment of [REDACTED] he made in early 2024 against his electricity account with Power NI.

6.164 I disagree. My reasons are as follows.

- [REDACTED] did pay the sum of [REDACTED] as the total for the original bills (based on *estimated* reads) that were rebilled in February 2023 as described.
- Power NI credited [REDACTED] account on 3 May 2022 (invoice 26745998) with [REDACTED] and on 24 February 2023 (invoice 29245987), with [REDACTED] giving a total credit of [REDACTED]
- That total credit included refunding the [REDACTED] [REDACTED] had originally been charged (on an estimated basis) together with an additional [REDACTED] credit viz. billed units.
- These credits are included and reflected in the Disputed Charges Amount of [REDACTED] as per the 20 July 2023 Bill.
- The Draft Determination provisionally decided that the back-billed charges for the periods 26 October 2020 to 23 January 2022 should be deducted and the original estimated bills that were invoiced (paid by the Customer and then subsequently credited) should be added back into the (running) account.
- As Power NI had credited the original (paid) estimated bills it was consistent with the Draft Determination that those original bill charges were added back as an amount to which Power NI was entitled. The credit provided by Power NI (explained above) had

⁵⁹ [Microsoft Word - Decision Paper](#)

to be addressed. The Customer is not being asked to pay the same bills “twice”.

6.165 I consider that the (provisional) reasoning on this matter stands good and my final decision is that my “calculations” are correct subject to one small matter.

6.166 Revisiting my provisional “calculations” has revealed a small computation error. The Table below corrects that error and represents my final decision on the correct calculations (associated with my (as will be explained below) final decision on Issue Two).

Description		Amounts
Disputed Charges Amount		██████████
DEDUCT Feb 2023 Bill 1 Amount (for period 26/10/20-18/10/21)		██████████
DEDUCT Feb 2023 Bill 2 Amount (for period 18/10/21-19/1/22)		██████████
DEDUCT pro-rated amount for period 19/1/22-23/1/22 ██████████ - using Feb Bill 3		██████████

Amount <i>after</i> deductions		████████
ADD originally billed amounts for 26/10/20-25/1/21		████████
ADD originally billed amounts for 25/01/21 - 20/04/21		████████
ADD originally billed amounts for 20/04/21 - 28/07/21		████████
ADD originally billed amounts for 28/07/21 - 18/10/21		████████
ADD originally billed amounts for 18/10/21 - 19/01/22		████████
Also ADD pro-rated amount for period 19/1/22-23/1/22 ████████ - using original bill dated 3 May 2022		████████

Overall Amount (for charges) to which Power NI is entitled	
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6.167 The Customer made a petition for time to pay in respect of any monies we determined “owed” to Power NI.

6.168 It is confirmed that I have no power to make an order for time to pay. Art 47A provides no such power. My role is only to decide the amount (for charges) to which Power NI is entitled. I will, however, make a related observation in Section Eight.

The Power NI Comment on Issue Two part of the Draft Determination

6.169 The Power NI Comment – so far as it concerns the Draft Determination on Issue Two - is rehearsed in an earlier section of this document. I have considered it in full.

6.170 I note that as an overall comment Power NI expresses its “*strong disagreement*” with the Draft Determination “*findings on Issue Two*”.

6.171 The Power NI Comment on the Draft Determination of Issue Two is presented under four broad “headings”.⁶⁰

6.172 The first heading is titled “*Back Billing Decision Paper*”. The second is titled “*Repeated attempts to obtain a meter reading and clear frustration of process by [the Customer]*”. The third is titled “*Definition of Actual Meter Read*”. The fourth is titled “*Conclusion*”.

⁶⁰ To confirm/clarify, I confirm my provisional (Draft Determination) conclusions on Issue Two (matters/aspects) as final to the extent that these are not challenged in the Power NI Comment (on the Draft Determination) or otherwise already varied above.

6.173 I consider that the “headings” are (necessarily) interlinked. I further consider that it would be best to start with the third heading before proceeding to address the first, second and fourth “headings” respectively.

“Definition of Actual Meter Read”

6.174 Power NI contends that the Draft Determination adopts what is termed a “*narrow view*” of “*Actual Meter read*”.

6.175 I understand this contention to be directed at my provisional determination as to the proper interpretation of the phrase “*Actual Meter Reading*” as it appears in Condition 38A. The Power NI Comment does not (directly) advert to the definition of “*Actual Meter Reading*” as appears in the text of Condition 38A.

6.176 To repeat (and to assist the reader) Condition 38A(7) contains this definition of the phrase “*Actual Meter Reading*” [underlining added]

[7] *In this Condition:*

Actual Meter Reading means an electricity meter reading taken by the Licensee or on its behalf (but does not include a meter reading taken by the Customer or an estimated meter reading).

6.177 I do not consider that the Power NI Comment should cause me to adopt a different definition of “*Actual Meter Reading*” to that set out in the Draft Determination (namely that defined in Condition 38(7)). My reasons are as follows.

6.178 First, it is observed that neither the Power NI Comment (nor the Power NI Response) directly engage with the textual definition provided for “*Actual Meter Reading*” specifically included in paragraph 7 of Condition 38A. (see above)

6.179 Second, I do not consider that there is any genuine ambiguity over the definition of “*Actual Meter Reading*” as it appears in Condition 38A. The definition section (in Condition 38A(7)) looks to conclude the matter.

6.180 Third, I consider that the overall approach to interpretation of Lord Carnwath in *Lambeth* remains valid; to include the warning as to over-complication. I am still of the view that it is an over-complication to require recourse to the published Decision Paper to determine the meaning of “*Actual Meter Reading*” : all the more so when that phrase is specifically defined within paragraph 7 of Condition 38A (itself).

6.181 Fourth, I do not consider that regard to the Decision Paper (even where properly had) should cause me to adopt a different meaning to the phrase “*Actual Meter Reading*” to that specified in Condition 38A(7).

6.182 The phrase “*Actual Meter Reading*” is not defined in the text of the Decision Paper. The Decision Paper does, however, refer in its text to the Article 14(2) notice of proposed modification (for electricity) published alongside the Decision Paper. I have called this notice the **7 January 2020 Notice**. The January 2020 Notice (for electricity supply):-

(a) Includes the following text [Underlining added] as to the “*effect*” of the proposed modification (the introduction of new condition 38A)

3(f) to create exceptions from the restriction in relation to actions taken by a Licensee before the condition takes effect, and cases in which it could not recover the charges within the usual time limit because:

(i)although it took all reasonable steps to do so, it was unable to obtain its own meter reading in respect of the period to which the charges relate;

6.183 I do, however, now accept (departing from the Draft Determination on Issue Two in this limited respect) that the phrase “*meter reading*” in section 3.20 of the Decision Paper is not to be (best) interpreted as bearing the same meaning as “*Actual Meter Reading*” as that phrase is defined in Condition 38(7) and is rather best interpreted to *include* a meter reading provided by a customer (but not an estimated reading) and an “*Actual Meter Reading*” as defined in Condition 38(7).

6.184 This change of stance cannot, I consider, cause me to adopt (in this Final Determination) a different interpretation/definition of the phrase “*Actual Meter Reading*” to that specifically provided for in Condition 38(7) (in accordance with the 7 January 2020 Notice published alongside the Decision Paper).

6.185 Fifth, the Power NI T&Cs (as referenced in the Power NI Response) contain provisions which are (a) entirely consistent with my preferred (so-called “narrow”) interpretation of “*Actual Meter Reading*” and (b) inconsistent with the “wider” interpretation now (seemingly) proffered by Power NI in the Power NI Comment [underlining added]. The relevant provisions of the Power NI T&Cs are as follows:

“5.9 We shall not recover, or take any steps to recover, any charges for the supply of electricity from you for the Relevant Premises more than 13 months after the **Back Bill Date** unless during that time we have sent a bill or demand for payment for the charges or otherwise taken steps to recover the charges the effect of which has been or will be reflected in the next statement from us.

5.10 The provisions in the above paragraph in relation to the recovery of charges shall not apply where:

- the recovery of, or steps taken to recover, the charges for the supply of electricity occurred prior to 1 October 2020; or
- we were unable to comply with the above paragraph in relation to the recovery of charges due to:-
 - our being unable to obtain an **Actual Meter Reading** at the Relevant Premises in respect of the period to which the charges relate, having taken all reasonable steps to do so; or
- you, or any other person in the occupation of the Relevant Premises, has unlawfully taken a supply of electricity, or interfered with the metering equipment, at those premises

...

Glossary

Actual Meter Reading An electricity meter reading taken by us or on our behalf (it does not include a meter reading taken by you or an estimated meter reading).

...

Back Bill Date means, a) where charges relate to the consumption of units of electricity, the date on which those units were consumed or can reasonably be estimated to have been consumed; b) where such charges take the form of a standing charge or other form of charge not related to the consumption of units of electricity, the date on which such charges were accrued or (if earlier) in respect of which they are levied.”

6.186 The terms of the Power NI T&Cs look to have significance. Power NI concedes as much by quoting from them in the Power NI Comment. The cited definition of “*Actual Meter Reading*” in the Power NI T&Cs explains Power NI’s legal “entitlement” to charges (for electricity) within the meaning of Article 47A of the Electricity Order. This Dispute is being determined under Art 47A.⁶¹

6.187 Sixth, no reference is made in the Power NI T&Cs to the text of the Decision Paper upon which Power NI now relies. It appears that Power NI has performed its obligation under Condition 38A(5) by incorporating into the Power NI T&Cs provisions that reflect my preferred understanding of the “effect” (or definition/meaning) of Condition 38(3)(b)(i) (to include the definition of the phrase “Actual Meter Reading”. Again, to assist the reader, the provision of Condition 38A(5) is as follows [underlining added]:

⁶¹ In a sense this reference to the Power NI T&Cs could be advanced (on its own) to conclude any argument (against Power NI) as to the meaning of the term “*Actual Meter Reading*” for the purposes of the Dispute. However, in this Final Determination the reference to the Back Billing Parts of the Power NI T&Cs is only part of the reasoning supporting the Final Determination.

Terms of Relevant Contracts

5 The Licensee shall ensure that, by no later than 1 October 2020 and at all times after that date, the terms and conditions of all Relevant Contracts contain provisions which reflect the effect of paragraphs 1 to 3 of this condition.

- 6.188 Seventh, it is noted that the definition of “*Actual Meter Reading*” in the Power NI T&Cs is not included in the Power NI submissions on the Dispute (to include the Power NI Comment). The Power NI Comment does not explain how my “*narrow*” definition of “*Actual Meter Reading*” in Condition 38A is in any way inconsistent with the relevant (quoted) Power NI T&Cs. I consider that there is no such inconsistency. To the contrary, the provision made in the Power NI T&Cs is entirely consistent with my interpretation of Condition 38A.
- 6.189 Eighth, I do not consider that my definition/interpretation of the phrase “*Actual Meter Reading*” in Condition 38A is “wholly inconsistent” with the “custom and practice of the market and would have significant wider ramifications”.
- 6.190 My interpretation that Customer Readings are not included in the definition of “*Actual Meter Reading*” in Condition 38A does not represent a failure on my part to recognise that Customer Readings present as a significant continuing feature of billing arrangements for electricity charges.
- 6.191 My preferred definition of the phrase “*Actual Meter Reading*” represents no more threat to the significance of Customer Readings than does the exact same definition provided within the (matching) Power NI T&Cs. The Power NI Comment makes no case that the (same) definition of “*Actual Meter Reading*” in its own Power NI T&Cs represents any sort of hazard or threat to the existing billing/market arrangements.
- 6.192 Ninth, the fact that NIE Networks considers that its OS7 meter reads are either (NIE Networks validated) Customer Meter Readings or meter reads taken by an NIE Meter Operative does not cause me to doubt my preferred

definition of “*Actual Meter Reading*” as that phrase appears in Condition 38A.

- 6.193 I accept that the Overall Standard 7 *applying to NIE Networks* can be discharged by NIE Networks taking a meter reading defined in this circumstance as either a (NIE Validated) Customer Reading or a (NIE) Meter Operative reading. It does not follow from this (at all) that the definition of “*Actual Meter Reading*” included in Condition 38A of the Power NI Supply Licence is to be similarly understood and interpreted.
- 6.194 Tenth, the reference in the Power NI Comment to section 2.4.5 of the Code of Practice on Non-Domestic Bills⁶² does not I consider undermine my analysis. I fail to see why an obligation to accept NIE Validated Customer Readings means that the definition of “*Actual Meter Reading*” in Condition 38A should be interpreted as including Customer Readings. If that were so one might wonder why my (matching) preferred interpretation of “*Actual Meter Reading*” in Condition 38A is replicated in Power NI’s own Power NI T&Cs.
- 6.195 Eleventh, I do not consider the reference in the Power NI Comment to the contents of section 6.75 of my Draft Determination should alter my analysis.
- 6.196 Power NI makes the case in the Power NI Comment that its communications with the Customer as at B27, 9A, 9B, 9C) and the LTER letters mentioned are to be understood as steps taken to obtain an “*Actual Meter Reading*” (even on my “narrow” definition).
- 6.197 Power NI supports this case by mentioning that the communications urged contact from the Customer and if that contact had been made (as Power NI contends it should) it could (if the Customer could not provide a Customer Read) have led to Power NI arranging special market read (by NIE Operative).

⁶² The cited Code was not proffered by Power NI prior to the Power NI Comment. No application was made to adduce it. I consider that I can consider this document based on my conclusion that it does not prejudice the other Party.

- 6.198 I have considerable reservations about this part of the Power NI Comment. My main concern is that the point made about a special read being *arranged in response to a contact from the customer* (motivated by receipt of one of the listed communications cited by Power NI by the Customer) is a new one. It bears the hallmarks of a new ground of dispute as that term was used in the Draft Determination. Power NI has not applied to raise it.
- 6.199 I consider that the best thing to do is decide to receive the new submission and leave open the question of whether the stated communications can stand as a *reasonable step* to obtain an *Actual Meter Reading*. I am prepared to do this because I consider there to be no prejudice to the Customer or Power NI. My other final conclusions (below) as to the steps not taken by Power NI render a decision on this specific matter unnecessary for the determination of the Dispute.
- 6.200 As for the “telling omission” of an absence of a single communication (in any relevant period) asking the Customer to set up an agreed appointment for an “*Actual Meter Reading*” (as I define it) I consider this to remain an appropriate conclusion. I consider that I was referring to a communication asking the Customer – directly – to make an appointment for an unscheduled meter reading by a DNO (NIE Networks) Meter Operative: i.e., an “*Actual Meter Reading*” as defined in Condition 38A.⁶³
- 6.201 I was not speaking to a potential for a customer to be offered a special exercise reading (by the DNO) should he get in contact with Power NI (in response to communications to the Customer) and explain that he was not “able” to provide a (customer) reading of the meter to the Supplied Premises.
- 6.202 Power NI (in the Power NI Comment) appears to place the burden on the Customer to contact it and explain why it can’t provide a Customer Reading

⁶³ It will be recalled (a background) that the meter at the Supplied Premises went unread (by a DNI Meter Operative) for several years.

which then might lead to Power NI offering a special meter read (by NIE Networks as DNO).

6.203 I consider that it was *in the specific circumstances of this case* a reasonable step which Power NI could and should have taken (but did not) to try and contact the Customer (on at least a single occasion over the elongated period during which no Actual Meter Reading (as defined) was performed in this case) to attempt arrange an out of schedule (special) Actual Meter Reading (as defined) of the meter at the Supplied Premises. The Power NI Comment does not argue that it could not have made any such contact.

6.204 I note that the “*Definition of Actual Meter Read*” part of the Power NI Comment *finishes by making the case that Power NI took all reasonable steps to obtain an Actual Meter Reading* as defined in my Draft Determination. In large measure this section of the Power NI Comment repeats what is said in the first heading (Back Billing Decision Paper) section (on Issue Two). I will address that case now.

Back Billing Decision Paper

6.205 Power NI contends in this section of the Power NI Comment that the language used in the Decision Paper is important to gauging what it calls the “*intention of the back billing rules*”.

6.206 After quoting parts of the text of the Decision Paper Power NI claims that the “*intention clearly determined by the UR in its Decision Paper is that the supplier should take all reasonable attempts to obtain a meter reading and that of the customer frustrates this process the customer will be at fault.*”

6.207 The words “meter reading” in this quoted part are important. Power NI is making the case that those words include a Customer (provided) meter Reading. I have already explained why my focus is (as a matter of final decision) on the text of Condition 38A which includes a specific definition (in Condition 38A(7)) for “*Actual Meter Reading*” which excludes a Customer Reading. Again, I note that Power NI uses the exact same definition in its applicable Power NI T&Cs.

6.208 My final decision on the textual predominance of Article 38A(7) means that it could be said that I need not address this heading any further. Nonetheless, I consider that I should.

6.209 It is important to note the Power NI reliance on this phrase:

“if the customer does not engage or respond to this activity then they will be at fault”.

6.210 These words refer to the activity of taking **all** reasonable steps to obtain a meter reading. Those reasonable steps are to include the full range of steps cited to include: *“site visits, re-visits, self-read cards being left, etc”.*

6.211 The text of the Decision Paper expresses the view that it is not enough to carry out *some* of the cited steps. The word “all” before “reasonable steps” is clearly invested with significance. The same goes for the use of the word “all” before reasonable steps in Condition 38A(3)(b). A failure to take “all” “reasonable steps” is considered a signal (i.e., disqualifying) failure in both places.

6.212 For reasons that I will describe later in this document I continue to hold to the view that Power NI cannot be ascertained to have taken **all** reasonable steps to *obtain a NIE Meter Operative Reading (which is on the Power NI case a type of “meter reading”* within the contemplation of the text of the Decision Paper): i.e., an *“Actual Meter Reading”* (as defined in the Power NI T&Cs).

6.213 It follows that Power NI cannot rely on the text of the Decision Paper in the sense that it argues. On this approach Power NI fails in relying on Condition 38A(3)(b)(i) on either (a) its preferred analysis of the Back Billing Requirements set out in Condition 38A or (b) my preferred analysis (confirmed as final in this document) of those same requirements (which Power NI describes as “narrow”).

Repeated Attempts to obtain a reading and clear frustration of process by [the Customer]

- 6.214 I have not found this part of the Power NI Comment easy to follow.
- 6.215 It starts with a section that makes the case that the Customer could have avoided the issue if they had provided a meter reading or engaged with Power NI or NIE Networks so that an additional visit by NIE Networks could be arranged.
- 6.216 This is a case framed in a way consistent with the Power NI argument that (a) the definition of *Actual Meter Reading* in Condition 38A should not be construed “narrowly” so to exclude Customer Readings and (b) the Decision Paper can and should be read in support of the former approach to interpretation. I have already rejected these arguments (see above).
- 6.217 However, the Power NI Comment then proceeds to state that the question to be determined “*is whether Power NI took all reasonable steps to secure an Actual Meter read*”. This is (essentially for the purposes of this Dispute) an accurate representation of the test under Condition 38A(3)(b)(i) (accepting that Power NI intended to write “*Actual Meter Read*” and not “*Actual Meter read*” and was using *Actual Meter read* as a shorthand for the phrase “*Actual Meter Reading*” in Condition 38A(3)(b)).
- 6.218 However, it is a statement that is arguably inconsistent with the “heading” for this part of the Power NI Comment or the text that immediately precedes it, which each refer, not to an “*Actual Meter read*” but to a “*meter read*”.
- 6.219 Up to this point it might have been possible to reconcile the apparent inconsistency by determining that Power NI intends the phrase “*Actual Meter read*” as a synonym for “meter read/s” so that it *includes* Customer Readings.
- 6.220 The problem here is that the Power NI Comment then develops a case (by reference to (a) Condition 38A(11)(a); (b) Section 2.4.1 of the Code of Practice on Non-Domestic Bills; and (c) a part of the Power NI T&Cs, that defines an “actual meter reading” in the same sense that I have defined “*Actual Meter Reading*” in Condition 38A: i.e., as excluding a Customer Reading.

- 6.221 Matters progress further with Power NI claiming that the “required baseline” by which to determine the question posed as to the taking of all reasonable steps to obtain an “*Actual Meter read*”) is to obtain one “*actual meter reading*” per year as determined by Condition 38(11).
- 6.222 The Power NI Comment then makes the case that an enumerated list of communications (repeated from the Power NI Response) chronicle attempts to obtain a “meter read”. I pause to note that the phrase “*Actual Meter read*” has now been replaced by “*meter read*”. Whether this is deliberate or significant is hard to tell. The next sentence states (noting the reintroduction of the phrase “actual meter read”) that
- “Power NI believes that by any standard applied the extensive and repeated attempts far exceed any test of reasonableness when compared to the requirement to obtain one actual meter read”.*
- 6.223 This is not an easy sentence to understand.
- 6.224 It could be interpreted as making the case that Power NI has met a claimed standard of making all reasonable efforts to take a “*meter reading*” (which includes steps to take a Customer Reading (and a NIE Meter Operative Reading)). Alternatively, it could be read as making the case that Power NI has met a standard of taking all reasonable steps to obtain one “*Actual Meter read*” (or “*actual meter read*”) as per the “question” earlier posed which definition of “*Actual Meter read*” excludes a Customer Reading.
- 6.225 I do not consider that I need to resolve this issue. I disagree (as a final decision) with the case made by Power NI on either basis. My reason is simple.
- 6.226 I still do not consider that it can be ascertained that Power NI took **all** reasonable steps to obtain an “*Actual Meter Reading*” (as per Condition 38A(3)(b)(i)) no matter whether one construes that phrase to exclude or include a Customer Reading. In either case there is a requirement to take **all** reasonable steps to obtain a (DNO) NIE Meter Operative Reading. The Power NI Comment accepts that, whilst contending that the obligation is to

take **all** reasonable steps to take one NIE Meter Operative Reading per annum.

6.227 In my Draft Determination I pointed to the fact that I considered that there was no evidence that NIE Networks had conducted any re(peat) (or secondary no access) visits to the Supplied Premises during any relevant period (for the purposes of the Dispute). The Power NI Comment makes no submission on this matter. No argument is made against my provisional finding.

6.228 Accordingly, I am placed to and do make it my final decision that NIE Networks did not conduct any repeat/no access visits to the Supplied Premises during any relevant period. This is a “step” that I consider part of the reasonable steps required to be taken by a supplier (through the Common Services Model arrangement with the NIE Networks as DNO). Indeed, and notably given the Power NI Comment, it is a step specifically mentioned in the Decision Paper.

6.229 This conclusion is enough to decide the relevant point/s against Power NI. My final decision on this discrete matter means that I don’t need to address the other points made by Power NI as to the impact of the various communications enumerated by it. The “circumstance” under Condition 38A(3)(b)(i) cannot be identified where I am not satisfied that **all** reasonable steps have not been taken by Power NI (in conjunction with NIE Networks as the DNO (Common Services Provider)).

6.230 My final finding (even on the narrow ground based on the determined absence of any repeat visits) means that I cannot be so satisfied. The “repeat visits” issue is dispositive of the Condition 38A(3)(b)(i) issue even on the case made by Power NI on the Dispute.

6.231 The same analysis applies to my provisional finding on the absence of any OS7 type special exercise calls to the Customer (provisionally considered to be an *additional reasonable step not taken*). The Power NI Comment doesn’t address this matter. I confirm my provisional conclusion as final. The

“OS7 calls” issue is also dispositive of the Condition 38A(3)(b)(i) issue even on the case made by Power NI on the Dispute.

6.232 I further confirm my provisional conclusions on the *OS7 Cards issue* as final. Like the repeat visits issue, this OS7 Card issue means that I cannot be and am not satisfied that **all** reasonable steps have been taken by Power NI (in conjunction with NIE Networks as the DNO (Common Services Provider) in relevant periods. Like the repeat visit issue (and the OS7 calls issue), the OS7 Cards issue is dispositive of the Condition 38A(3)(b)(i) issue (in the alternative).

6.233 It is not necessary for my final determination but were it necessary I would have held that the leaving of an OS7 card is an example of a “process” or “etc” step referenced in the Decision Paper upon which Power NI relies in its submissions (to include the Power NI Comment).

6.234 Whilst these matters are dispositive (in the alternative) it is right that I still record my final conclusions on some related matters.

6.235 I have already confirmed as final my view that the circumstances of this case are such that it was a reasonable step for there to be at least a single communication from Power NI to the Customer attempting (directly) to secure an appointment for an out of schedule (DNO) *Actual Meter Reading* (as defined). My finding on the repeat visits issue and/or the OS7 call/ and/or OS7 Cards issue means that my final determination on Condition 38A(3)(b)(i) (that I cannot be satisfied that it applies) does not depend on this (final) conclusion (on the single call issue).

6.236 The Power NI Comment in this section includes this sentence:

“Using the Draft Determination lens of an “ordinary view of the matter” 54 attempts to contact a customer with no engagement is “all reasonable” attempts to obtain a meter reading”

6.237 The answer to this claim/assertion is that I have found that Power NI did not (in conjunction with the DNO) make **all** reasonable attempts (i.e., take all reasonable steps) to obtain a “meter reading” (even as that term is more

broadly defined by Power NI by reference to the text used in the Decision Paper) by reason of the (determined) failure to carry out any repeat/no access visits during any relevant period. The Condition 38A(3)(b)(i) issue resolves on the narrow conclusion alone.

6.238 Any claimed lack of action or response/engagement on the part of the Customer to the stated communications cannot absolve this failure on the part of Power NI. There can in the language of the Decision Paper be no failure on the part of the Customer to respond or engage with the activity of attempted secondary no access/repeat visits when there were (as I have found) no such attempts.

6.239 The other conclusions (mentioned above) on (a) the no direct Power communication to attempt to arrange an unscheduled DNO read and/or (b) the OS7 cards not being left and/or (c) no OS7 call, provide further alternative support for my conclusion on Condition 38A(3)(b)(i).

6.240 Before closing this part, I should record that whilst it is not necessary⁶⁴ for my final decision, I do accept that there is merit in the Power NI Comment that leaving no read cards can stand as a reasonable step aimed at obtaining an Actual Meter Reading (as defined in Condition 38A). Again, my findings on additional steps not taken mean that I do not need to decide this issue.

6.241 I now turn to the fourth heading of the Power NI Comment (*"Conclusion"*)

6.242 My final decision above on Condition 38A(3)(b)(i) addresses the points made by Power NI under this heading of the Power NI Comment.

6.243 Power NI claims that the Draft Determination failed to "clarify what additional measures could have been taken by either Power NI or NIE Networks to obtain a meter reading". This is simply incorrect.

6.244 The Draft Determination made a provisional determination in respect of the failure to conduct any repeat visits. It also referred to the "telling omission"

⁶⁴ Given my final conclusions on the reasonable steps not taken in this case.

of a communication seeking (directly) a DNO Meter Reading (i.e., an Actual Meter Reading (as defined). Specific provisional finding was also made on the failure to leave OS7 cards. There was also reference to the absence of a special exercise “call”. These matters resolve the crucial Condition 38A(3)(b)(i) issue. I need only refer to sections 6.70 – 6.82 of the Draft Determination.

6.245 I note that Power NI Comment states:

“This approach by the UR potentially incentivises customers to either refrain from providing a meter reading or assist Suppliers or NIE Networks in their efforts to do so. It is now in the customers interest to prevent access to their meter to allow readings to be taken as the resultant bill/s would be disallowed by the Back Billing Requirements despite all reasonable attempts being taken.”

6.246 I consider this comment to be entirely misplaced. It mischaracterises the effect of the Draft Determination and this Final Decision.

6.247 If a Customer prevents access to their meter in the face of all reasonable attempts to obtain an *Actual Meter Reading* (as defined in this determination and the Power NI T&Cs) then the exception “circumstance” in Condition 38A(3)(b) of the Supply Licences will very likely⁶⁵ apply. The customer will continue to liable to charges for the electricity consumed.

6.248 I note that Power NI Comments that Power NI

“fails to see what additional attempts could have been made or what wording changes could have been applied to the communication that would have further encouraged [the Customer] to act.”

6.249 Here, I need only refer to the additional steps outlined in the Draft Determination and confirmed as final in this Final Determination (above). I also pause to note that each Billing Dispute - to include a dispute dealing

⁶⁵ I say “very likely” because each case will turn on its facts and there might be special circumstances that are not now envisaged.

with the potential application of the Back Billing Requirements included in Condition 38A (matching the terms of the Power NI T&Cs) - falls to be decided on its own facts by reference to the submissions made by the Parties to the dispute.

6.250 I further note that the Power NI Comment ends with this:

"In summary, Power NI either directly or via NIE Networks made repeated attempts to obtain an actual meter read. By all definitions, the attempts far exceed any and all tests of reasonableness. Adopting the licence definition of Actual Meter Reading and even ignoring the UR's own Back Billing Decision Paper, Power NI have still exceeded the requirement for one meter read per year through NIE Networks repeated visits. [The Customer] by contrast has clearly and intentionally frustrated and ignored attempts to gain a meter reading"

6.251 The answer to this comment is found in my final decision (above) as to the failure to carry out the steps that I consider to be reasonable (in the circumstances of this case).

ISSUE THREE

6.252 My Draft Determination on Issue Three was that there should be no provision made for costs within my (provisional) Order in determination of the Dispute.

6.253 I explained in the Draft Determination that I was obliged to decide whether to make a costs order and if so against whom and in what amount; informed by my decision in respect of Issue One and Issue Two.

6.254 The Utility Regulator had, I noted, previously drawn the Parties' attention to the facility to make a costs order. Reference was made to the published Information Note on costs.

6.255 Among other things, the Information Note confirms that other than in exceptional cases, whenever the Utility Regulator determines a dispute in

respect of which it has the power to recover its costs it will make a costs order. It also states that the Utility Regulator will consider all the circumstances of the case in determining which party (or parties) is required to pay its costs. Without limitation, those circumstances include:

... the outcome of the dispute, the reasons for reaching that outcome, the conduct of each party in the period giving rise to the dispute, the conduct of each party during the dispute process, the extent to which each party has or has not (for instance through the clarity, or lack of it, of submissions and evidence) contributed to the efficient disposal of the dispute, and the financial means of each party.

6.256 I (provisionally) considered whether it would be appropriate for the Utility Regulator to make a costs order viz., the payment of the costs incurred by the Utility Regulator in (provisionally) determining the Dispute.

6.257 Having done so - proceeding for these purposes based on my (provisional) determination on Issue One and Issue Two - I (provisionally) concluded that it would **NOT** be appropriate to make a costs order making provision for *all* the *external* costs incurred by the Utility Regulator in making the determination. No such external costs had been incurred (to date). I reserved the power to make a costs order should there be external costs incurred in the period after the delivery of the Draft Determination. I explained that consideration would be given to making a provisional decision on costs for comment in such circumstances.

6.258 I also explained that (provisionally) no provision was to be made for the *internal* costs of the Utility Regulator associated with the making of the (provisional) determination on the Dispute. This, I explained, set no precedent for future costs orders. The external costs are costs incurred in seeking advice and assistance (in making the determination of the dispute) from our external legal advisors.

6.259 Neither Party made a comment on my Draft Determination on Issue Three.

6.260 I can confirm that no external costs were incurred in the period between the notification of the Draft Determination and the notification of this Final Determination.

6.261 Looking at everything again I have decided to confirm as final my decision not to include a costs order in my final order in determination of this Dispute. I do not consider that my final conclusion on Issue One and Issue Two should cause me to change my approach to costs.

6.262 This final decision on costs should not be seen as establishing any precedent when it comes to the Utility Regulator's approach to costs orders in future disputes submitted to it for determination.

DRAFT FINAL ORDER

6.263 My Draft Determination ended by setting out a (provisional) order in (provisional) determination of the Dispute in accordance with the provisional decision made on Issues One, Two and Three. That provisional Order was as follows:

IT IS ORDERED THAT

- (a) Power NI Energy Limited did supply [REDACTED] with the quantities of electricity set out in the bills for the period/s 26 October 2020 to 17 July 2023 (as shown on the 20 July 2023 Bill (sent to [REDACTED] save in respect of the (included) period of 26 October 2020 to 25 January 2021 for which period Power NI is adjudged to have supplied **1587** units and not the 32020 units assigned to that period in one of three "rebills" dated 24 February 2023.
- (b) Power NI Energy Limited is entitled to recover the sum of [REDACTED] (inclusive of VAT) from [REDACTED] in respect of the (claimed) Disputed Charges Amount (of [REDACTED]) shown on the 20 July 2023 Bill. Power NI is NOT entitled to any other part of the Disputed Charges Amount.

It is clarified (to the extent necessary) that the above entitlement takes no account of the payment of [REDACTED] made by [REDACTED] against his account balance in early 2024.

6.264 My final Order (have due regard to and following the final conclusions on Issue One, Issue Two and Issue Three) is set out in the next section of this Final Determination document.

7 SECTION SEVEN: ORDER

7.1 Having regard to the conclusions set out above - which represent my reasons for my determination of the referred Dispute - the Order in determination of the referred Dispute is as follows:

The referred Dispute is determined by Order as follows:

IT IS ORDERED THAT

- (a) Power NI Energy Limited is entitled to recover the sum of [REDACTED] (inclusive of VAT) from [REDACTED] in respect of the (claimed) Disputed Charges Amount (of [REDACTED]) shown on the 20 July 2023 Bill.
- (b) Power NI is **NOT** entitled to any other part of the Disputed Charges Amount.
- (c) It is clarified (to the extent necessary) that the above entitlement takes no account of the payment of [REDACTED] made by [REDACTED] against his account balance with Power NI in early 2024.
- (d) It further clarified that no order is made in respect of time allowed to [REDACTED] to pay.

Ms. Leigh Greer

For and duly authorised by the Utility Regulator

13 May 2025

8 SECTION EIGHT: CLOSING OBSERVATIONS

- 8.1 These observations do not form part of my formal determination of the Dispute. Nor do they record my reasons for my final order.
- 8.2 I wish to commend NIE Networks Limited for the way it responded to various queries.
- 8.3 The determination of this Dispute has involved detailed examination of the regulatory provisions establishing and connected to the Back Billing Requirements included in Condition 38A and as reflected (we understand) in supplier terms and conditions (of supply). It is a determination on its own facts. It does not in any way (as it explains) encourage or provide warrant for Customers not cooperating in the normal way as regards the taking or provision of meter readings. The Common Services Model remains intact.
- 8.4 Whilst the determination can be expected to guide future discussions on back billing in general, the Utility Regulator does not operate a strict practice of precedent (albeit mindful of the general utility of consistency). Further cases on back billing referred (properly) to the Utility regulator for determination will be examined on their own facts.
- 8.5 It is not clear that there is a shared understanding within the stakeholder grouping as to the effect of the back billing requirements found in Condition 38A of the (electricity) Supply Licences.
- 8.6 Accordingly, it seems that the Utility Regulator could well reflect as to whether it could develop any work that might assist relevant stakeholders (to include suppliers and CCNI) in better clarifying shared understanding of the effect and application of the Back Billing Requirements included in Condition 38A of the Supply Licences. The text used in the Decision Paper might serve as a starting point for emerging discussions.
- 8.7 Finally, I note that the Customer has in response to the Draft Determination asked for time to pay. I have explained why I can make no such order. I do however note: (i) the health concerns experienced by the Customer (ii) his

age (iii) the period in which this matter has been outstanding and (iv) the Customer's partial "success" on the Dispute. All these matters could perhaps be considered by Power NI in determining what reasonable arrangements or accommodations might be made for the discharge of sums to which Power NI is now declared entitled.

Appendix 1 – Bundle of Documents

Doc Ref	From	To	Date	Document title
A1		-	11/02/1992	The Electricity (Northern Ireland) Order 1992
A2	Utility Regulator	Power NI	31/03/1992	Supply Licence
A3	Utility Regulator	-	20/08/2018	Policy on the Resolution of Complaints, Disputes and Appeals and Guide for Applicants
A4	Utility Regulator	-	10/11/2017	Cost Recovery for Dispute Settlement Role
A5	Utility Regulator	-	08/01/2020	Back billing in the NI Retail Energy Market - Decision
A6	Utility Regulator	-	09/03/2020	Backbilling - Article 14 Notice Decision (Electricity) v1.0 Signed
A7	Utility Regulator		18/12/2023	Market Registration Code (MRC)
A8		-	27/02/2003	Energy (NI) Order 2003
A9	Utility Regulator			2017-07-05 decision paper bills and statements FINAL
A10	Utility Regulator			Backbilling - Article 14 Notice Consultation (Electricity) - SIGNED.pdf
B1	Complainant	Utility Regulator	28/02/2024	Dispute Application received by post
B2	Utility Regulator	Complainant	22/04/2024	Email
B3	Complainant	Utility Regulator	23/04/2024	Email
B4	Utility Regulator	Complainant	23/04/2024	Email
B5	Utility Regulator	Complainant	26/04/2024	Letter

B6	Complainant	Utility Regulator	01/05/2023	Email (with attachments)
B6-1	CCNI	Power NI	-	Attachment 1 (Email)
B6-2	Power NI	CCNI	29/08/2023	Attachment 2 (Email)
B6-2A	Power NI	CCNI	29/08/2023	Attachment 2A (Meter Reading Analysis)
B6-2B	Power NI	CCNI	29/08/2023	Attachment 2B (Power NI Letter)
B6-3	CCNI	Power NI	01/09/2023	Attachment 3 (Email)
B6-4	Power NI	CCNI	04/09/2023	Attachment 4 (Email)
B6-4A	Power NI	CCNI	04/09/2023	Attachment 4A (Bill dated 20/07/2023)
B6-5	CCNI	Power NI	28/09/2023	Attachment 5
B6-6	Power NI	CCNI	28/09/2023	Attachment 6 (Email)
B6-6A	Power NI	CCNI	01/08/2020	Attachment 6A (Power NI Letter to Complainant)
B6-6B	Power NI	CCNI	02/11/2020	Attachment 6B (Power NI Letter to Complainant)
B6-6C	Power NI	CCNI	29/01/2021	Attachment 6C (Power NI Letter to Complainant)
B6-6D	Power NI	CCNI	01/05/2021	Attachment 6D (Power NI Letter to Complainant)
B6-6E	Power NI	CCNI	31/07/2021	Attachment 6E (Power NI Letter to Complainant)
B6-6F	Power NI	CCNI	30/10/2021	Attachment 6F (Power NI Letter to Complainant)
B6-6G	Power NI	CCNI	22/01/2022	Attachment 6G (Power NI Letter to Complainant)
B6-6H	Power NI	CCNI	25/02/2023	Attachment 6H (Power NI Letter to Complainant)
B6-7	CCNI	Power NI	10/10/2023	Attachment 7
B6-8	Power NI	CCNI	30/10/2023	Attachment 8 (Email)
B6-8A	Power NI	CCNI	26/10/2023	Attachment 8A (Power NI Bills)
B6-9	CCNI	Power NI	09/11/2023	Attachment 9
B6-9A	CCNI	Power NI	09/11/2023	Attachment 9A (Bill 26/10/2023)

B6-10	Power NI	CCNI	15/11/2023	Attachment 10 (Email)
B6-11	Power NI	CCNI	28/11/2023	Attachment 11 (Email)
B6-12	CCNI	Power NI	28/11/2023	Attachment 12 (Email)
B6-13	Power NI	CCNI	28/11/2023	Attachment 13 (Email)
B7	Complainant	Utility Regulator	01/05/2023	Email (with attachments)
B7-A	Complainant	Power NI	31/07/2023	Attachment 1 (Email)
B8	Complainant	Utility Regulator	01/05/2023	Email (with attachments)
B8-A	Complainant	Utility Regulator	01/05/2023	Attachment 1 (Emails and copy bills)
B9	Utility Regulator	Complainant	10/05/2024	Email (with Letter attached)
B9-A	Utility Regulator	Complainant	10/05/2024	Attachment 1 (Letter)
B10	Complainant	Utility Regulator	14/05/2024	Email
B11	Utility Regulator	Complainant	15/05/2024	Email
B12	Complainant	Utility Regulator	20/05/2024	Email
B13	Complainant	Utility Regulator	21/05/2024	Letter Post
B14	Utility Regulator	Complainant	03/06/2024	Email (with Letter and copies of bills)
B14A	Utility Regulator	Complainant	03/06/2024	Attachment 1 (Letter)
B14B	Utility Regulator	Complainant	03/06/2024	Attachment 2 (Bill 01/06/2023)
B14C	Utility Regulator	Complainant	03/06/2024	Attachment 3 (Power NI Bill 20/07/23)
B14D	Utility Regulator	Complainant	03/06/2024	Attachment 4 (Power NI Bill 24/02/2023 (1))
B14E	Utility Regulator	Complainant	03/06/2024	Attachment 5 (Power NI Bill 24/02/2023 (2))
B14F	Utility Regulator	Complainant	03/06/2024	Attachment 6 (Power NI Bill 24/02/2023 (3))
B15	Complainant	Utility Regulator	04/06/2024	Email
B16	Utility Regulator	To Parties	10/06/2024	Email (with Letter attached)
B16A	Utility Regulator	To Parties	10/06/2024	Attachment 1 (Letter)
B17	Complainant	Utility Regulator	11/06/2024	Email
B18	Power NI	Utility Regulator	13/06/2024	Email (with Letter Attached)

B18A	Power NI	Utility Regulator	13/06/2024	Attachment 1 (Letter)
B19	Utility Regulator	To Parties	25/06/2024	Email (with Letter and Copies of correspondence attached)
B19A	Utility Regulator	To Parties	25/06/2024	Attachment 1 (Letter)
B19B	Utility Regulator	To Parties	25/06/2024	Attachment 2 (Folder of Billing Dispute Documents)
B20	Complainant	Utility Regulator	25/06/2024	Email
B21	Utility Regulator	To Parties	25/06/2024	Letter
B22	Power NI	Utility Regulator	27/06/2024	Email (with Letter Attached)
B22A	Power NI	Utility Regulator	27/06/2024	Attachment (Letter)
B23	Utility Regulator	To Parties	27/06/2024	Email
B24	Utility Regulator	To Power NI cc'd Complainant	11/07/2024	Email
B25	Utility Regulator	To Power NI cc'd Complainant	11/07/2024	Email
B26	Power NI	Utility Regulator	11/07/2024	Email (with Attachments)
B26A	Power NI	Utility Regulator	11/07/2024	Attachment (Letter)
B27	Power NI	Utility Regulator	11/07/2024	Email (with Attachments Listed below from B27-1A to B27-1I5)
B27-1A	Power NI	Complainant	03/08/2019	Letter
B27-1B	Power NI	Complainant	02/11/2019	Letter
B27-1C	Power NI	Complainant	01/02/2020	Letter
B27-1D	Power NI	Complainant	02/05/2020	Letter
B27-1E	Power NI	Complainant	01/08/2020	Letter
B27-1F	Power NI	Complainant	02/11/2020	Letter
B27-1G	Power NI	Complainant	30/01/2021	Letter
B27-1H	Power NI	Complainant	01/05/2021	Letter
B27-1I	Power NI	Complainant	31/07/2021	Letter
B27-1J	Power NI	Complainant	30/10/2021	Letter
B27-1K	Power NI	Complainant	29/01/2022	Letter
B27-1L	Power NI	Complainant	25/02/2023	Letter
B27-2A	Power NI	-	01/10/2021	Non-Domestic T & C Document
B27-2B	Power NI	-	01/10/2023	Non-Domestic T & C Document

B27-3	Power NI	CCNI	August 2023- December 2023	Letters / Emails
B27-4	CCNI	Complainant	31/08/2023	Letter
B27-5	Power NI		01/04/2024	Supply Licence
B27-6	Power NI		22/03/2022	Template
B27-7	NIE Networks	Complainant	21/08/2023	Test Report
B27-8A	NIE Networks	Power NI	-	Meter Reading Report Table
B27-8B	NIE Networks	-	-	Blank Meter Reading Cards
B27-9A	Power NI	-	-	Power NI Letter Business & Farm customers in response to COVID-19
B27-9B	Power NI	Complainant	March 2020	Screenshot of Covid 19 Customer Email
B27-9C	Power NI	-	06/07/2020	Letter
B27-10	Utility Regulator	-	-	Backbilling in NI Retail Energy Market Document
B27-11A	Power NI	Complainant	02/08/2018	Original Bill
B27-11B	Power NI	Complainant	01/11/2018	Original Bill
B27-11C	Power NI	Complainant	01/02/2019	Original Bill
B27-11D	Power NI	Complainant	02/05/2019	Original Bill
B27-11E	Power NI	Complainant	01/08/2019	Original Bill
B27-11F	Power NI	Complainant	31/10/2019	Original Bill
B27-11G	Power NI	Complainant	30/01/2020	Original Bill
B27-11H	Power NI	Complainant	30/04/2020	Original Bill
B27-11I	Power NI	Complainant	30/07/2020	Original Bill
B27-11J	Power NI	Complainant	29/10/2020	Original Bill
B27-11K	Power NI	Complainant	28/01/2021	Original Bill
B27-11L	Power NI	Complainant	29/04/2021	Original Bill
B27-11M	Power NI	Complainant	29/07/2021	Original Bill
B27-11N	Power NI	Complainant	28/10/2021	Original Bill
B27-11O	Power NI	Complainant	27/01/2022	Original Bill
B27-11P	Power NI	Complainant	03/05/2022	Original Bill
B27-11Q	Power NI	Complainant	28/07/2022	Original Bill
B27-11R	Power NI	Complainant	26/10/2023	Original Bill
B27-11S	Power NI	Complainant	19/01/2024	Original Bill
B28	Power NI	Utility Regulator	11/07/2024	Email (with Attachments Listed below from B28-12A to B27- 17X)
B28-12A	Power NI	Complainant	24/02/2023	Backbill 1
B28-12B	Power NI	Complainant	24/02/2023	Backbill 2
B28-12C	Power NI	Complainant	24/02/2023	Backbill 3
B28-12D	Power NI	Complainant	27/04/2023	Original Bill
B28-12E	Power NI	Complainant	01/06/2023	Original Bill
B28-12F	Power NI	Complainant	20/07/2023	Original Bill

B28-13	Power NI	-	-	Power NI Bill Messages
B28-14A	Power NI	Complainant	14/02/2020	Letter
B28-14B	Power NI	Complainant	15/05/2020	Letter
B28-14C	Power NI	Complainant	30/05/2020	Letter
B28-14D	Power NI	Complainant	14/08/2020	Letter
B28-14E	Power NI	Complainant	13/11/2020	Letter
B28-14F	Power NI	Complainant	12/02/2021	Letter
B28-14G	Power NI	Complainant	04/03/2021	Letter
B28-14H	Power NI	Complainant	14/05/2021	Letter
B28-14I	Power NI	Complainant	13/08/2021	Letter
B28-14J	Power NI	Complainant	12/11/2021	Letter
B28-14K	Power NI	Complainant	19/11/2021	Letter
B28-14L	Power NI	Complainant	11/02/2022	Letter
B28-14M	Power NI	Complainant	18/02/2022	Letter
B28-14N	Power NI	Complainant	12/08/2022	Letter
B28-14O	Power NI	Complainant	19/08/2022	Letter
B28-14P	Power NI	Complainant	11/03/2023	Letter
B28-14Q	Power NI	Complainant	16/03/2023	Letter
B28-14R	Power NI	Complainant	11/05/2023	Letter
B28-14S	Power NI	Complainant	16/06/2023	Letter
B28-14T	Power NI	Complainant	21/06/2023	Letter
B28-14U	Power NI	Complainant	04/08/2023	Letter
B28-14V	Power NI	Complainant	09/08/2023	Letter
B28-15A	Power NI	Complainant	11/08/2022	SMS & Email Notification
B28-15B	Power NI	Complainant	18/08/2022	SMS & Email Notification
B28-15C	Power NI	Complainant	10/03/2023	SMS & Email Notification
B28-15D	Power NI	Complainant	15/03/2023	SMS & Email Notification
B28-15E	Power NI	Complainant	15/06/2023	SMS & Email Notification
B28-15F	Power NI	Complainant	20/06/2023	SMS & Email Notification
B28-15G	Power NI	Complainant	03/08/2023	SMS & Email Reminder
B28-15H	Power NI	Complainant	08/08/2023	SMS & Email Reminder
B28-15I	Power NI	Complainant	09/11/2023	SMS & Email Reminder
B28-15J	Power NI	Complainant	02/02/2024	SMS & Email Reminder
B28-15K	Power NI	Complainant	14/11/2023	SMS & Email Reminder
B28-15L	Power NI	Complainant	09/01/2024	SMS & Email Reminder
B28-15M	Power NI	Complainant	07/02/2024	SMS & Email Reminder
B28-16	Power NI	-	-	Meter Reading Analysis and Payment History

B28-17A	Power NI	Complainant	01/05/2020	Email
B28-17B	Power NI	Complainant	30/11/2020	Email
B28-17C	Power NI	Complainant	04/12/2020	SMS & Email
B28-17D	Power NI	Complainant	01/03/2021	SMS & Email
B28-17E	Power NI	Complainant	03/03/2021	Email
B28-17F	Power NI	Complainant	22/03/2021	SMS & Email
B28-17G	Power NI	Complainant	02/06/2021	SMS & Email
B28-17H	Power NI	Complainant	09/06/2021	SMS & Email
B28-17I	Power NI	Complainant	14/06/2021	SMS & Email
B28-17J	Power NI	Complainant	07/12/2021	SMS & Email
B28-17K	Power NI	Complainant	23/02/2023	Email
B28-17L	Power NI	Complainant	23/03/2023	Email
B28-17M	Power NI	Complainant	25/05/2023	SMS & Email
B28-17N	Power NI	Complainant	01/06/2023	Email
B28-17O	Complainant	Power NI	06/07/2023	Email
B28-17P	Power NI	Complainant	21/06/2023	Email
B28-17Q	Power NI	NIE Networks	20/07/2023	Email
B28-17R	Power NI	Complainant	23/02/2023	Email
B28-17S	NIE Networks	Power NI	20/07/2023	Email
B28-17T	Power NI	NIE Networks	27/07/2023	Email
B28-17U	Power NI	Complainant	27/07/2023	Email
B28-17V	Power NI	Complainant	31/07/2023	Email
B28-17W	Power NI	Complainant	08/08/2023	Email
B28-17X	NIE Networks	Power NI	10/08/2023	Email
B29	Utility Regulator	To Parties	25/07/2024	Email
B30	Complainant	To Parties	28/07/2024	Email
B31	Utility Regulator	To Parties	29/07/2024	Email
B32	Complainant	To Utility Regulator cc'd in Parties but undelivered due to error in email address	31/07/2024	Email
B33	Utility Regulator	To Parties	01/08/2024	Email
B34	Power NI	To Parties	01/08/2024	Email
B35	Utility Regulator	To Parties	02/08/2024	Email
B36	Complainant	To Parties	06/08/2024	Email
B37	Utility Regulator	To Parties	08/08/2024	Email
B38	Power NI	To Parties	13/08/2024	Email (with letter attached)
B38-A	Power NI	To Parties	13/08/2024	Attachment 1 (Letter)
B39	Utility Regulator	To Parties	16/08/2024	Email
B40	Power NI	To Parties	19/08/2024	Email (with letter attached)
B40-A	Power NI	To Parties	19/08/2024	Attachment 1 (Letter)
B41	Utility Regulator	To Parties	19/08/2024	Email
B42	Utility Regulator	To Parties	19/08/2024	Email
B43	Complainant	Utility Regulator	19/08/2024	Email
B44	Utility Regulator	To Parties	20/08/2024	Email (with letter and email attachments)
B44-A	Utility Regulator	To Parties	20/08/2024	Attachment 1 (Letter)

B44-B	Utility Regulator	To Parties	20/08/2024	Attachment 2 (Email)
B45	Complainant	To Parties	21/08/2024	Email
B46	Utility Regulator	To Parties	22/08/2024	Email
B47	Complainant	To Parties	25/08/2024	Email
B48	Utility Regulator	To Parties	06/09/2024	Email
B48-A	Utility Regulator	To Parties	06/09/2024	Attachment 1 (Draft Statement of Case)
B49	Complainant	To Parties	12/09/2024	Email
B50	Power NI	To Parties	18/09/2024	Email
B50-A	Power NI	To Parties	18/09/2024	Attachment 1 (Letter)
B51	Utility Regulator	To Parties	20/09/2024	Email
B52	Complainant	Utility Regulator	20/09/2024	Email
B53	Power NI	To Parties	23/09/2024	Email
B54	Utility Regulator	To Parties	23/09/2024	Email
B55	Utility Regulator	To Parties	01/11/2024	Email
B56	Complainant	Utility Regulator	02/11/2024	Email
B57	Utility Regulator	To Parties	04/11/2024	Email
B58	Power NI	Utility Regulator	04/11/2024	Email
B59	Utility Regulator	To Parties	26/11/2024	Email
B60	Utility Regulator	NIE Networks (cc'd in Parties)	26/11/2024	Email
B61	Complainant	Utility Regulator	26/11/2024	Email
B62	Utility Regulator	To Parties	27/11/2024	Email
B63	NIE Networks	Utility Regulator	27/11/2024	Email
B64	NIE Networks	Utility Regulator	27/11/2024	Email
B65	Power NI	Utility Regulator	28/11/2024	Email
B66	Complainant	Utility Regulator	28/11/2024	Email
B67	NIE Networks	Utility Regulator	02/12/2024	Email
B68	Utility Regulator	To Parties	02/12/2024	Email
B69	Utility Regulator	To Parties	03/12/2024	Email
B70	Utility Regulator	To Parties	10/12/2024	Email
B71	Power NI	Utility Regulator	10/12/2024	Email
B72	Utility Regulator	To Parties	17/12/2024	Email
B73	Complainant	Utility Regulator	17/12/2024	Email
B74	Utility Regulator	NIE Networks (cc'd in Parties)	14/01/2025	Email with attachment
B75	NIE Networks	Utility Regulator & Parties	14/01/2025	Email
B76	Utility Regulator	To Parties	15/01/2025	Email
B77	NIE Networks	Utility Regulator (cc'd in Parties)	16/01/2025	Email
B78	NIE Networks	Utility Regulator (cc'd in Parties)	17/01/2025	Email with attachment
B79	Utility Regulator	NIE Networks (cc'd in Parties)	17/01/2025	Email
B80	NIE Networks	Utility Regulator (cc'd in Parties)	18/01/2025	Email
B81	Utility Regulator	NIE Networks (cc'd in Parties)	22/01/2025	Email

B82	NIE Networks	Utility Regulator (cc'd in Parties)	22/01/2025	Email
B83	Utility Regulator	To Parties	22/01/2025	Email
B84	NIE Networks	Utility Regulator (cc'd in Parties)	23/01/2025	Email with attachments
B85	Utility Regulator	NIE Networks (cc'd in Parties)	23/01/2025	Email
B86	Utility Regulator	To Parties	24/01/2025	Email
B87	Utility Regulator	To Parties	24/01/2025	Email
B88	Utility Regulator	To Parties	24/01/2025	Email
B89	Complainant	Utility Regulator	25/01/2025	Email
B90	Power NI	Utility Regulator	04/02/2025	Email
B91	Utility Regulator	To Parties	26/02/2025	Email
B92	Utility Regulator	To Parties	06/03/2025	Email
B93	Utility Regulator	To Parties	10/03/2025	Email with attachments
B93 -A	Utility Regulator	To Parties	10/03/2025	Attachment 1 (Draft Statement of Case)
B93-B	Utility Regulator	To Parties	10/03/2025	Attachment 2
B93-C	Utility Regulator	To Parties	10/03/2025	Attachment 3
B94	Complainant	Utility Regulator (cc'd in Parties)	11/03/2025	Email
B95	Power NI	Utility Regulator (cc'd in Parties)	24/03/2025	Email
B96	Utility Regulator	Complainant (cc'd in Parties)	24/03/2025	Email
B97	Complainant	Utility Regulator (cc'd in Parties)	01/04/2025	Email
B98	Power NI	Utility Regulator (cc'd in Parties)	02/04/2025	Email
B98-A	Power NI	Utility Regulator (cc'd in Parties)	02/04/2025	Attachment 1 (Letter)
B98-B	Power NI	Utility Regulator (cc'd in Parties)	02/04/2025	Attachment B Annex 2
B99	Utility Regulator	To Parties	03/04/2025	Email
B100	Utility Regulator	To Parties	03/04/2025	Email
B101	Complainant	Utility Regulator (cc'd in Parties)	04/04/2025	Email
B102	Utility Regular	Complainant (cc'd in Parties)	28/04/2025	Email
B103	Complainant	Utility Regulator (cc'd in Parties)	23/04/2025	Email
B104	Utility Regular	Complainant (cc'd in Parties)	01/05/2025	Email
B105	Complainant	Utility Regulator (cc'd in Parties)	01/05/2025	Email
B106	Utility Regulator	To Parties	08/05/2025	Email
B107	Complainant	Utility Regulator (cc'd in Parties)	08/05/2025	Email
B108	Utility Regulator	To Parties	12/05/2025	Email

Appendix 2 – OS7 Letter Template

«Business_Partner»
«House_Name»
«HOUSE_NUMBER» «Address_Line_1»
«Address_Line_2»
«Address_Line_3»
«POSTCODE»

18th March 2022

MPRN Number: «MPRN»
Meter Serial Number: «Serial_Number»

Dear Customer

**Please contact us urgently
We need your meter reading**

Our records indicate that for some time, we have not been able to gain access to the electricity meter on your premises.

As a result, the electricity consumption for this site will have been based on estimated meter readings over an extended period of time. It is very important that we receive an actual meter reading for your premises to ensure that your electricity consumption is neither being over or under estimated. Obtaining an actual meter reading from your premises will ensure your electricity supplier is provided with accurate information.

NIE Networks' reads, tests and inspects the meters of all electricity customers including pre-payment keypad meters.

Please visit our meter reading site for guidance on how to read your credit or keypad meter.
<https://www.nienetworks.co.uk/meterguide>

To bring your account up to date please provide your own reading using one of the following methods:

- Visit <https://www.nienetworks.co.uk/meter-reading> - please visit our meter reading site for guidance on how to read your meter and select **Submit Now**. You'll need your MPRN number, post code above and your meter reading(s). For quick access, scan the QR code.
- Reply to meter_reading@nienetworks.co.uk - quoting "OS7 meter reading" in the subject line and provide your MPRN number, post code and your meter reading(s)
- Call our automated number 03456 093 030 and tell us your MPRN number shown above, name, address and meter reading(s)



Many thanks
Meter Reading Department

Appendix 3 –

[REDACTED]

[REDACTED]







