

SSEN DISTRIBUTION

CUSTOMER DISPUTE RESOLUTION PROCESS

1. Where a Customer has been formally notified by SSEN that it has come to the end of SSEN's Complaints Process, but still wants to dispute the issue, the Customer may:
 - a) be compensated by SSEN for interruptions in accordance with Ofgem's Regulatory Instructions and Guidance for Distribution Network Operators;
 - b) refer the dispute for determination by the Energy Ombudsman ([Resolve Energy Complaints | Energy Ombudsman](#)) – this process is suitable for service disputes seeking compensation up to £10,000; or
 - c) if the dispute is not suitable for Energy Ombudsman resolution and/or compensation through Ofgem's Regulatory Instructions and Guidance is not applicable, the Customer may elect to participate in SSEN's Customer Dispute Resolution Process set out below. The dispute shall then be referred by the Customer to Senior Management Parties for resolution in accordance with this Dispute Resolution Process, before the Customer escalates the dispute to any other dispute resolution process (for example to the court or to Ofgem).

2. The Senior Management Party for SSEN shall be:

Dispute Value	Senior Management Party
Under £250,000	Personnel at "Senior Manager", or equivalent level
£251,000 - £1,000,000	Personnel at "Head Of" level
Over £1 million	Personnel at "Director" level

3. The name and contact details of SSEN's Senior Management Party will be notified to the Customer promptly on request at the start of the Dispute Resolution Process. Until the name and contact details are provided all notifications for SSEN's Senior Management Party shall be made to: Networks.executivecomplaints@ssen.co.uk, referencing "SSEN Dispute Resolution Process Notice".
4. The Senior Management Party for the Customer shall be notified by the Customer to SSEN promptly on request at the start of the Dispute Resolution Process. Until the name and contact details are provided for the Customer's Senior Management Party, all notifications to the Customer's Senior Management Party shall be made to the contact details noted on the Customer's account, referencing "SSEN Dispute Resolution Process Notice".
5. The Customer shall within three (3) months of the end of the Complaints Process notify the Senior Management Parties in writing that a dispute is being referred to them, stating the nature of the dispute.
6. A date shall be set by the Senior Management Parties for a dispute resolution meeting (in person where possible, but virtually if not) being no later than 1 month after the notification of the dispute referral.
7. SSEN and the Customer shall provide such information in writing about the dispute as is to be considered by the Senior Management Parties no later than 5 working days prior to the date set for the dispute resolution meeting. The information provided shall be no longer than 15 pages in length.
8. The Senior Management Parties shall review the information provided, shall meet and, acting reasonably, shall consider the matters referred to them, to assess whether a remedy to the dispute can be found and, if so, what that remedy should be.

9. The Senior Management Parties shall reach a decision on the dispute and record it in writing, setting out their reasons for that decision, within 2 weeks of the date of the dispute resolution meeting.
10. Where the Senior Management Parties' decision is not mutually agreed and/or does not resolve the dispute this shall still be a decision for the purposes of this Dispute Resolution Process, but the differences shall be listed in the decision and the Customer or SSEN may refer the matter externally for further dispute resolution. The external formal dispute resolution process must be commenced within 6 months of the Senior Management Parties' decision. Commencement for these purposes shall be issuing court proceedings, a formal referral to Ofgem or an equivalent formal step in any other process.
11. The decision of the Senior Management Parties is binding on SSEN and the Customer and is enforceable as a matter of contractual obligation between SSEN and the Customer (and not as an arbitral award), unless and until revised by a subsequent external formal dispute resolution process. If any external formal dispute resolution process is not commenced within 6 months of the Senior Management Parties' decision, that decision of the Senior Management Parties shall be final and binding on SSEN and the Customer, with no further dispute resolution process permitted in relation to the facts of that dispute.
12. SSEN and the Customer agree that SSEN will not continue to review the dispute after the decision has been provided by the Senior Management Parties, save as required as part of any subsequent external formal dispute resolution process.
13. Nothing in this Dispute Resolution Process shall prevent urgent escalation of the dispute by SSEN or the Customer to the court where an emergency remedy is required at short notice.
14. By electing to participate in this Dispute Resolution Process SSEN and the Customer agree to be bound by the terms of this Dispute Resolution Process.