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Getting Prepayment Meters Right on Heat Networks: Consent, Debt Triggers and Vulnerability Protections under B10

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Your current prepayment meter policy is probably wrong. Here is how.

Of all the consumer protection conditions in the Ofgem heat network regime, condition B10 on prepayment meters is the one that most often trips operators up. Not because the condition is unclear — the final text is precise — but because it is operationally complex in ways that policy documentation tends to oversimplify.

Most heat network operator policies on prepayment meters fall into one of three categories. The first is blanket avoidance: the operator has decided prepayment meters are too difficult to get right and avoids them entirely, typically on vulnerability grounds. The second is default installation: the operator treats prepayment as the standard arrangement for some customer categories, often social tenants, without the explicit consent the regime requires. The third is single-tier policy: the operator has written a prepayment meter policy that recognises vulnerability as a factor but treats it as a single question, missing the distinct protections that B10 actually establishes at different points in the installation process.

Each of these positions carries a specific cost. Blanket avoidance leaves collectable revenue exposed to unmanaged credit risk. Default installation exposes the operator to enforcement action on explicit consent grounds. Single-tier policy produces operational workflows that miss the vulnerability protections where they do apply and apply them where they do not.

This paper sets out what condition B10 actually requires, where operator policy tends to fall short, what it costs, and how a properly designed approach handles the key requirements — explicit consent, the Debt Trigger, the vulnerability protections in the non-consensual pathway, the continuing obligations after installation, and the annual and debt-completion assessments — that the condition depends on.

The paper is built against the final Authorisation Conditions published by Ofgem on 13 January 2026 and the Ofgem Heat networks regulation: consumer protection guidance of the same date.

1. What condition B10 actually requires

B10 contains a substantial body of operational rules. At the highest level, the condition establishes three principles.

Installation of a prepayment meter, or the switching of an existing supply meter to prepayment mode, requires the explicit consent of the consumer in most circumstances. Where the installation or switching requires physical access to the consumer's premises, explicit consent is mandatory under B10.8. Where it can be done remotely — for example, by reconfiguring a smart meter — explicit consent remains the default, with a narrow set of conditions under which installation without consent is permitted.

Even in the narrow cases where installation without explicit consent is permitted, six specific requirements under B10.9 must all be satisfied. The Debt Trigger must have been met. Multiple attempts to engage the consumer must have been made. The operator's obligations under the payment difficulty route in condition B9 must have been complied with. A Site Welfare Visit must have been carried out. The operator must have determined that prepayment use would be safe and reasonably practicable for the consumer. And reasonable advance notice in writing must have been provided. Each is a mandatory requirement. None is discretionary.

Within the non-consensual installation pathway, certain categories of household are protected by absolute or near-absolute prohibitions on prepayment meter installation. These protections operate in two tiers, and the distinction between them is fundamental to getting the approach right.

The first tier is an absolute winter ban at B10.10. No non-consensual installation of a prepayment meter, in winter, at a premises containing anyone under the age of 2, over the age of 75, disabled, terminally ill, or chronically sick. This is not a matter of assessment. If the trigger applies, the installation is prohibited.

The second tier, at B10.11, is a further-assessment requirement. For households containing someone with a medical condition requiring year-round heat, someone with a serious mental or developmental disability, a child under the age of 5, or someone temporarily vulnerable

due to pregnancy or another health-related reason, non-consensual installation is not outright prohibited — but it can only proceed after a proper vulnerability assessment concluding that the installation will not significantly affect the wellbeing of any occupant.

These are not the same tier. Conflating them is the single most common error in the sector.

One transitional provision matters for smaller networks. Under B10.12, the B10.10 winter ban does not apply to heat networks supplying ten or fewer individual premises during the transitional period. Smaller networks operating within this exemption are not free of vulnerability obligations — the B10.11 further-assessment tier still applies, as do the other B10.9 requirements — but the outright winter prohibition is modified. Operators of larger networks have no such flexibility, and the exemption should not be assumed to apply if the network is at or near the ten-premises threshold; careful counting matters.

Beyond installation itself, B10 imposes a set of continuing obligations: an annual contact requirement at B10.4 to assess whether prepayment remains appropriate, a debt-completion assessment at B10.16 once the debt that led to installation has been repaid, and a standing obligation under B10.3 to offer alternative payment methods where circumstances change. These are covered later in the paper; they matter because many operators implement the installation framework correctly but then fail to maintain the ongoing obligations.

2. The explicit consent requirement — and why it matters

Explicit consent is defined at condition A3, and the definition is specific. Consent must be unmistakably given by the relevant consumer. It can be given in writing, or verbally — but if given verbally, the exchange between the operator and the consumer must be recorded, either by audio recording equipment or a body camera. The consent must not be given under pressure. The operator must record the date and method of consent.

This is a much stricter test than "the consumer agreed" or "the consumer signed a tenancy agreement that mentioned prepayment". It requires active, documented, evidenced consent, captured at the time of the consent decision.

To understand where the consent framework applies, it helps to separate the three distinct scenarios in which a prepayment meter installation can occur on a heat network.

The first scenario is consumer-initiated prepayment. The consumer wants a prepayment meter — they find it helpful for budgeting, they prefer the control it gives them over their usage, they are moving into a property where the previous arrangement was prepayment and wish to continue. The consumer asks for it, the operator offers it, explicit consent is given and documented. There is no Debt Trigger requirement, no payment difficulty context, no B10.9 procedural route. The installation proceeds on the strength of the consumer's own

request and consent. This is the simplest case and represents the majority of prepayment meter installations Ofgem's guidance envisages.

The second scenario is operator-led prepayment with consumer consent. Here the operator is proposing prepayment as a solution to a specific situation, typically in the context of payment difficulty under condition B9. The consumer has arrears, the B9.3 to B9.8 payment difficulty route has been worked through, and prepayment is being offered as one of the services required by B9.6 — a facility for the consumer to pay charges by using a prepayment meter, where it is safe and reasonably practicable in the circumstances. The consumer agrees. Explicit consent is given and documented. The Debt Trigger is not required, because the installation is not happening without consent; the procedural route at B10.9 is not triggered, because B10.9 only applies where explicit consent is absent. What matters in this second scenario is that the B9 route has been run properly, that the prepayment offer is a genuine choice alongside other payment arrangements, and that the consent is genuinely given rather than coerced by the implicit suggestion that refusal will lead to disconnection. The distinction between a consumer agreeing and a consumer consenting is narrow but important, and the A3 test — unmistakably given, not under pressure — sits at exactly that boundary.

The third scenario is operator-imposed prepayment without consumer consent. This is where an operator wishes to proceed with prepayment installation despite the consumer not having agreed — typically after persistent arrears, repeated failed engagement attempts, and an assessment that prepayment remains safe and reasonably practicable in the circumstances. This is the narrow pathway at B10.9, which requires all six requirements to be met and is only available where the installation can be effected without physical access to the premises, because B10.8 mandates explicit consent for any installation requiring access. The Debt Trigger is a gating test for this pathway specifically: it ensures that non-consensual installation is only considered in cases where there is documented, persistent, threshold-level arrears outside a repayment plan.

Why would an operator ever want to force prepayment in the third scenario, when the consumer has not consented? The answer is narrow and conditional. Ofgem's guidance treats disconnection as a last resort and expects operators to explore every alternative first. Where the B9 payment difficulty route has been genuinely run — cheaper payment methods offered, affordable repayment plans explored, emergency and support credit considered, ability-to-pay assessment completed, vulnerability checks properly carried out — and where all of those have failed to produce a workable arrangement, the operator faces a choice between disconnection under B9 and non-consensual prepayment installation under B10.9. In that specific set of circumstances, prepayment may be the less harmful option for the consumer: it allows continued supply while addressing the outstanding debt, where disconnection does not. The B10.9 pathway exists to permit this narrowly, with documented assessment and multiple safeguards. It is not a default response to arrears, and it is not preferable to prepayment in the abstract — it is the less harmful option only where the alternatives have been genuinely exhausted.

This is where most operator policy goes astray. The third scenario is the exception, not the norm. Most operator installations sit in the first or second scenario, where explicit consent governs and the Debt Trigger is irrelevant. But policies that treat all prepayment installation as if it were third-scenario — requiring the Debt Trigger, running the full B10.9 procedural route — produce unnecessary process for first-scenario consumer-initiated installations, delay legitimate consumer choices, and miss the real test that matters, which is the quality of the explicit consent under A3. Policies that treat all prepayment installation as if it were first-scenario — ignoring the Debt Trigger and the procedural requirements — breach B10.9 in the cases where it applies.

The consent framework applies across all three scenarios, but it applies differently. In scenarios one and two, the A3 explicit consent test is the gate. In scenario three, A3 explicit consent is absent by definition, and the B10.9 procedural route takes its place — with the Debt Trigger as one of the six gating requirements.

In practice, many heat network operators have inherited prepayment arrangements from before the regulatory regime came into force. Tenants may have been placed onto prepayment meters as part of housing management decisions, under terms set out in long-term leases or tenancy agreements, or by default as part of estate-wide installations. None of this amounts to explicit consent under A3. The position of such legacy arrangements under the new regime is not explicitly addressed in the final authorisation conditions, and operators inheriting legacy prepayment portfolios should treat their ongoing legitimacy as a risk position rather than a settled legal conclusion. The safe working assumption is that any current action taken in respect of a prepayment meter — a reset following a change to the underlying prepayment arrangement, a switching back after a credit-mode period, a reinstallation after a meter fault — engages the A3 consent test at the point of the action, regardless of the meter's original installation history. Operators would be wise to build new-consent moments into their operational processes wherever a meaningful change occurs, rather than relying on the assumption that pre-regulation installation survives scrutiny. (Note that a routine reset under B10.6, following only a charge or instalment change and with no change to the underlying arrangement, is a standard operational step and does not itself require fresh consent; the consent question arises where the arrangement itself is changing.)

The final January 2026 decision added a welcome practical flexibility on the form of consent. Recorded verbal consent, captured by audio or body camera, counts as explicit consent. The operator does not have to obtain a signed written form every time. But the recording requirement is not optional. A verbal agreement over the phone, not recorded, does not meet the test.

One structural point worth being clear about, because it is frequently misunderstood. Where explicit consent is given, the hard vulnerability protections at B10.10 and B10.11 — the winter ban and the further-assessment requirement — do not apply as drafted. Both paragraphs have preconditions that require the installation to be non-consensual. Where the consumer consents, those preconditions are not met, and the paragraphs do not apply.

The vulnerability protection in the consensual case operates through three different mechanisms. First, the A3 definition of explicit consent itself requires that consent is not given under pressure — so an operator proposing prepayment to a consumer in a vulnerable situation, and obtaining consent through implicit coercion, has arguably not obtained valid consent at all. Second, the B1.3.4 vulnerability duty under the Supplier Standards of Conduct requires the operator to apply its standards of conduct in a manner that takes the consumer's vulnerable situation into account. Proposing prepayment to a pregnant consumer, or to a consumer with a serious mental health condition, without consideration of her specific situation, may breach B1.3.4 even where consent is then given. Third, the continuing obligation at B10.3 requires the operator, on becoming aware that prepayment is no longer safe and reasonably practicable for the consumer, to offer alternatives — including a non-prepayment payment method. This applies regardless of how the meter was installed.

The practical consequence is that operator policy cannot treat explicit consent as the end of the vulnerability question. Where the consumer is in a vulnerable situation, the quality of the consent conversation matters, the continuing operational assessment matters, and the B1.3.4 duty applies.

3. The Debt Trigger and the requirements for installation without consent

Where explicit consent is not given but the operator wishes to proceed with prepayment installation — for example, to address persistent arrears — B10.9 establishes a narrow pathway with six mandatory requirements.

First, the Debt Trigger must have been reached. Condition A3 defines the Debt Trigger conjunctively: all three of the following must be true at the same time. Charges have been outstanding for three months or more after the bill date. Outstanding charges exceed a threshold amount specified by Ofgem. And the consumer is not on, or transitioning to, a repayment plan.

This is not the same as "the customer has fallen behind". Any one of the three elements failing to be met means the Debt Trigger is not reached, and the B10.9 pathway to non-consensual installation is not available. A consumer on a repayment plan is not in Debt Trigger even with substantial arrears. A consumer with large recent arrears is not in Debt Trigger until the three-month clock has run. A consumer with old but small arrears is not in Debt Trigger if the outstanding balance is below the threshold.

The conjunctive structure is deliberate. The Trigger exists to identify a specific kind of problem: persistent, significant, unaddressed arrears. All three elements speak to that.

Second, the operator must have made multiple attempts to engage the consumer. The guidance suggests this means attempts through different channels — letter, phone, in-

person where appropriate — not multiple letters of the same type.

Third, the operator must have complied with its obligations under the payment difficulty route in condition B9, including the structured ability-to-pay assessment at B9.3 to B9.8. This is not a tick-box exercise. It means the operator must have gone through the B9 process in full, offered the services required by B9.6, and given due consideration to the consumer's circumstances. If this has not been done, the B10.9 pathway is not available.

Fourth, appropriate Site Welfare Visits must have been carried out. These are defined at A3 as visits by appropriately trained staff or representatives to identify or further assess personal circumstances and characteristics, and to determine whether prepayment meter use would be safe and reasonably practicable in the household. The Site Welfare Visit is not a casual visit or a meter read. It is a specific procedural step with a specific purpose, covered in detail in Section 4 below.

Fifth, the operator must have determined that prepayment meter use would be safe and reasonably practicable in the circumstances of the case, having regard to the Precautionary Principle at A3 — the assumption that any consumer facing prepayment use for debt-related reasons is likely to be in financial difficulty and therefore more likely to self-disconnect. This is a real assessment, not a rubber stamp.

Sixth, the operator must have provided reasonable advance notice in writing, explaining in a reasonable level of detail what the impact of the installation will be on how the consumer pays for supply.

Where the installation proceeds under this route, a further operational requirement attaches under B11.9: the operator must provide a Prepayment Meter Credit to support the consumer through the transition to prepayment operation. This is not a substitute for the emergency, friendly-hours, and additional support credit facilities under B11, which continue to apply; it is a specific credit tied to the non-consensual remote switching circumstance. Operators implementing the B10.9 route must build the B11.9 credit requirement into their installation process.

The route exists. It is narrow, highly procedural, and requires specific documentation at each step. Most operator policy either fails to recognise it as a route at all, or treats it as a list of topics to be mentioned rather than as a sequence of required steps to be passed through in order.

4. The Site Welfare Visit: what it is, what it must capture, what to do when contact fails

Of the six requirements under B10.9, the Site Welfare Visit is the one that most often gets treated as a formality when it should be treated as the most substantive step in the process.

It is the operator's last opportunity — before a non-consensual prepayment installation proceeds — to identify circumstances in the household that should stop or modify the installation, and the documentation it produces is the core of the case file if the installation is later challenged.

The A3 definition of a Site Welfare Visit sets out four things. The visit must be carried out by appropriately trained staff or representatives. It must attempt to make contact with the consumer. Its purpose is to identify or further assess personal circumstances and characteristics, and to identify any vulnerabilities present in the household. And it must reach a determination on whether prepayment meter use would be safe and reasonably practicable in all the circumstances.

Several operational requirements follow from the condition text and from wider good practice.

The visit must be recorded. B10.13.4 requires the use of audio recording equipment or body cameras. This is not a discretionary measure — the recording is part of the case file. Operators who carry out Site Welfare Visits without recording are not meeting B10.13.4, and the visit does not count as a compliant step in the B10.9 route.

Staff carrying out the visit must be appropriately trained, and their role must not be compromised by financial incentives to proceed with installation. B10.13.3 prohibits the linking of staff remuneration or incentives to the number of prepayment meter installations — a protection against the risk that welfare assessment is subordinated to debt-recovery pressure. Beyond this specific prohibition, separating welfare visit responsibilities from debt recovery and installation teams is sector best practice rather than a hard requirement of B10. Operators would be prudent to adopt this separation: a welfare officer independent of debt collection is more likely to produce assessment outcomes that would withstand regulatory scrutiny, and aligns with the direction the gas and electricity markets have taken on similar questions. The requirement in the authorisation conditions is appropriately trained staff without remuneration conflicts; structural independence from debt teams is good practice layered on top of that.

The assessment is broader than the consumer's ability to pay. It covers household composition — who lives at the premises — and the personal characteristics that matter for the B10.10 and B10.11 protections: ages, disability status, medical conditions requiring year-round heat, pregnancy, mental or developmental disability. The assessment is the operator's opportunity to gather, verify, or update information that determines whether the absolute B10.10 ban applies, whether the B10.11 further-assessment requirement is engaged, and whether the safe-and-reasonably-practicable test is met. An assessment that narrows itself to the consumer's financial circumstances misses the point of the visit.

The outcome must be documented. The documentation needs to capture what happened — whether contact was made, what was discussed, what was observed, what conclusions were

reached about safety and practicability. The documentation, together with the audio or body camera recording, is retained for an appropriate period under B10.13.6.

What happens when the resident will not permit entry, or will not converse.

The A3 definition makes contact the purpose of the visit, not the outcome required before anything can proceed. This is important, because in practice, visits frequently do not produce the clean conversation the operator would prefer.

If the consumer answers the door but declines entry, the visit is not over. Doorstep conversation is still possible. Visual observations from the doorstep — other occupants present, obvious features of the household — can still inform the assessment. The welfare officer can still ask the questions the assessment needs, and the consumer can decline to answer specific questions while still providing some information. The visit and the assessment that follows are based on whatever information has been obtained.

If the consumer answers the door but declines to engage at all — says nothing, closes the door, refuses any conversation — the visit has taken place, the attempt has been made, and the outcome is documented as such. The operator's assessment then has to be based on the information available from other sources: previous customer service interactions, account records, any information already held on the Priority Services Register, correspondence history. The visit has not confirmed the absence of vulnerability triggers; it has only failed to identify them through direct contact.

If the consumer is not at home, the operator makes a further attempt. Multiple failed attempts, accumulated over a reasonable period — days, or weeks for harder-to-reach households — build a documented case that the operator has taken all reasonable steps to make contact. A single failed attempt followed immediately by proceeding to non-consensual installation is procedurally thin, and is the kind of case that an enforcement investigation would scrutinise carefully.

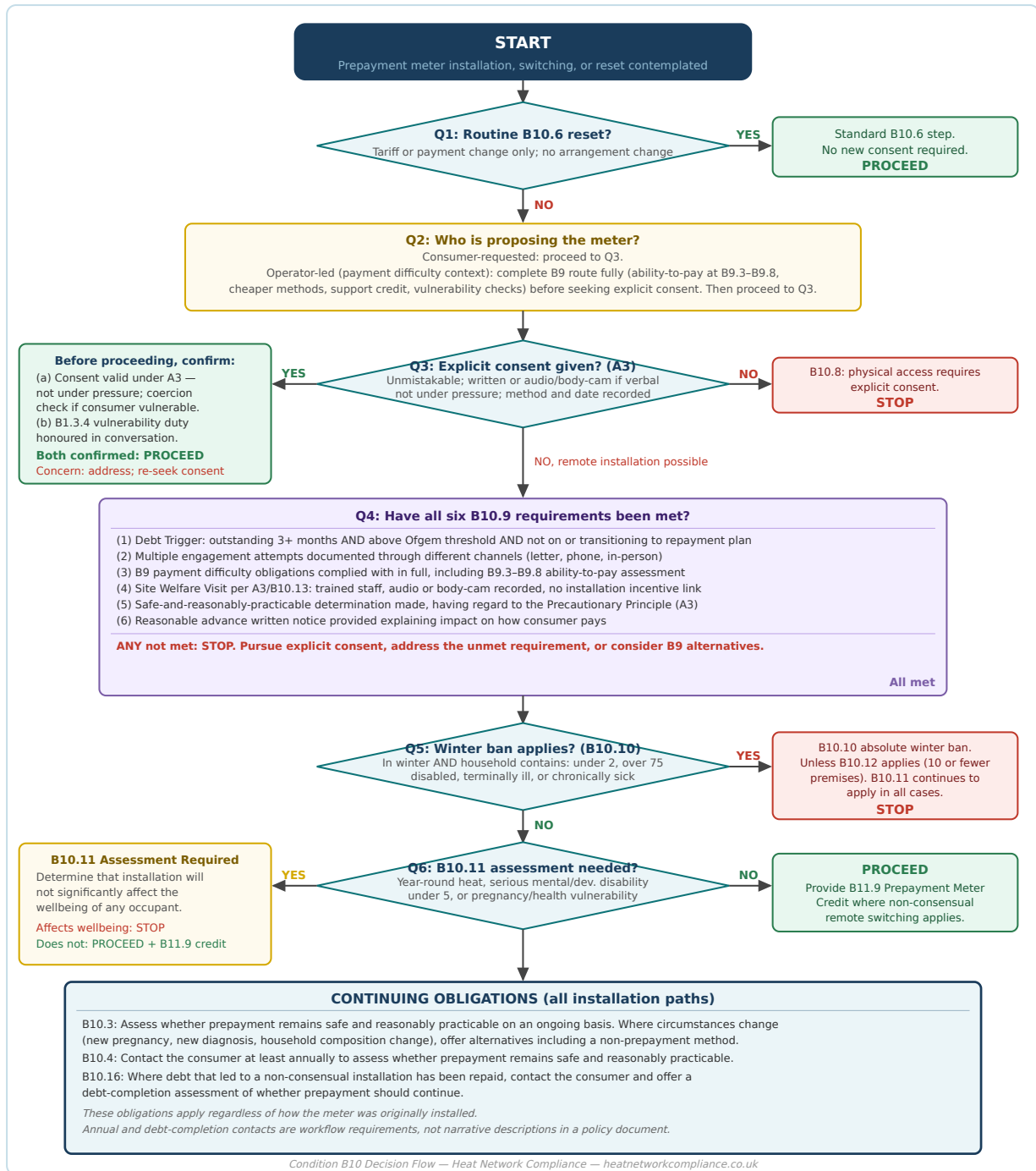
The key principle is that a Site Welfare Visit where contact could not be made does not automatically prevent the B10.9 route from proceeding, but it does constrain the quality of the safe-and-reasonably-practicable determination. The Precautionary Principle at A3 — the assumption that any consumer facing prepayment for debt-related reasons is likely to be in financial difficulty and therefore more likely to self-disconnect — applies here with particular force. If the operator does not know whether vulnerability triggers are present in the household, the safe and reasonably practicable determination must take account of the fact that it does not know. Installation should not proceed on the assumption that, in the absence of confirmed triggers, none exist.

Two practical consequences follow. First, operators should plan for Site Welfare Visits to produce incomplete information, and their assessment approach should be able to work from incomplete information. Second, operators should be prepared to conclude, in some cases,

that prepayment is not safe and reasonably practicable precisely because the household could not be adequately assessed. This is not an over-cautious position; it is the position the Precautionary Principle at A3 requires.

5. The installation decision in one place

The sections above set out the elements separately — the three scenarios, the explicit consent test, the Debt Trigger, the six-requirement route, the Site Welfare Visit, the vulnerability protections, the B10.12 transitional exemption for small networks, and the continuing obligations. Put together into a single decision flow, they produce the approach below. This is the full installation decision, on one page.



The two points of the decision flow that most often get missed in operator policy are at Q3 (where explicit consent is the gate for most installations, not the Debt Trigger) and in the continuing obligations that apply regardless of installation path. A policy that treats the Debt Trigger as the primary test over-processes consumer-initiated and operator-led installations. A policy that treats explicit consent as an unqualified green light — without considering the B1.3.4 vulnerability duty in the consent conversation, or the continuing obligations after installation — creates a different kind of exposure. The B10.10 and B10.11 protections apply specifically in the non-consensual installation scenario under B10.9. For consensual installations, the vulnerability protection operates through the validity of the consent itself, through B1.3.4, and through B10.3 — not through B10.10 or B10.11 as drafted.

6. Why blanket avoidance is the wrong response

Faced with the complexity of getting this right, some operators have decided that prepayment meters are not worth the regulatory risk and have chosen to avoid them entirely, running all supply on credit terms.

This is an understandable response, but it is operationally wrong in most cases.

Prepayment is not primarily a debt recovery tool. It is a budgeting and control mechanism that many consumers prefer. The final January 2026 decision explicitly acknowledged this, with Ofgem's guidance noting that prepayment meters are widely used on heat networks and that some consumers wish to use them to manage their energy usage more closely. A policy that refuses to install prepayment meters on grounds of vulnerability avoids a set of compliance risks, but it also refuses a payment method that some consumers actively want.

Blanket avoidance also carries a real financial cost. Consumers who would have managed their account successfully on prepayment end up on credit terms, accumulate arrears, and enter the payment difficulty route. Some eventually require disconnection consideration under B9, with all the protections and procedural steps that entails, when a prepayment arrangement — with appropriate assessment and consent — would have avoided the arrears altogether.

The costs of blanket avoidance are diffuse. No single decision produces a visible loss. The pattern shows up in the aggregate debt book, in the distribution of consumers across payment methods, and in the proportion of consumers reaching the point of disconnection consideration. It is not as visible as a compliance breach, but it is just as real.

7. Why default installation is worse

The mirror-image error is default installation: treating prepayment as the standard arrangement for certain categories of consumer, typically social tenants or consumers with arrears history, without running the explicit consent framework.

This is a more serious compliance failure than blanket avoidance. It is a direct breach of B10.8, which mandates explicit consent where installation requires access to the premises. It is a direct breach of A3, which defines explicit consent as unmistakably given and, if verbal, audio-recorded. It is also a breach of the B10.9 requirements where the operator is relying on the remote-installation route without the six procedural steps.

Enforcement risk on prepayment meter compliance is real, even if it is not flagged as a specific regulatory priority. The Ofgem Enforcement Guidelines of 20 February 2026 describe a first-year focus on understanding the sector and set out the regulator's general enforcement and redress powers rather than naming prepayment as a specific area of

attention. But prepayment breaches involve, by their nature, vulnerable consumers and potential consumer harm — the precise profile that any regulator will treat as serious. Installation without explicit consent, or installation in breach of the B10.10 or B10.11 protections in the non-consensual route, is exactly the kind of case that would be treated as consumer harm meriting formal action, regardless of whether prepayment has been named as a priority theme in any specific year.

Consumer redress is a specific exposure here. If an operator is found to have installed prepayment meters in breach of the explicit consent requirement, consumer redress orders under regulation 37 can require direct payments to affected consumers. These are not costs that can be passed on under condition A7 — penalties and redress sit entirely with the operator.

8. What a policy that works looks like

A prepayment meter policy that meets the requirements of B10 has seven operational features.

It captures explicit consent as a documented workflow step, with the specific form of consent captured — written form, audio recording, or body camera recording — together with the date and method. Consent is not assumed from tenancy agreements or from legacy prepayment arrangements; it is obtained and documented at the point of any new installation or switching.

It runs the Debt Trigger as a defined operational test, not a descriptive category. The three components of the test at A3 — three months outstanding, threshold amount exceeded, no repayment plan in place or being transitioned to — are checked as data conditions, all three required simultaneously, before any consideration of installation without consent.

It treats the B10.9 route as a sequence of six mandatory requirements, each documented separately. The multiple engagement attempts, the payment difficulty compliance check, the Site Welfare Visit, the safe-and-reasonably-practicable determination, and the advance notice in writing are each recorded with their specific evidence. Where the non-consensual remote switching circumstance applies, the B11.9 Prepayment Meter Credit is provided as a matter of course.

It handles the vulnerability dimension correctly in both consensual and non-consensual installation scenarios. In the non-consensual B10.9 route, the B10.10 absolute winter ban and the B10.11 further-assessment requirement are applied as separate operational steps — frontline staff know the B10.10 categories (under 2, over 75, disabled, terminally ill, chronically sick) trigger an outright winter stop (subject to the B10.12 small-network modification where applicable), and the B10.11 categories (medical condition requiring year-round heat, serious mental or developmental disability, under 5, pregnancy) trigger an

assessment. In the consensual pathway, the policy treats the consent conversation itself as the site of vulnerability protection — the A3 requirement that consent is not obtained under pressure, and the B1.3.4 duty to apply standards of conduct taking the consumer's situation into account, both govern.

It conducts B10.11 assessments as real assessments, with information gathered, circumstances considered, and a documented conclusion. The assessment may reasonably conclude in either direction, and the workflow supports either outcome.

It honours the continuing obligations that apply regardless of how the meter was installed. The B10.3 standing obligation to offer alternatives where prepayment becomes no longer safe and reasonably practicable. The B10.4 annual contact requirement, with the operator proactively reaching out to the consumer at least once a year to assess whether prepayment remains appropriate. The B10.16 debt-completion assessment, triggered when the outstanding debt that led to a non-consensual installation has been repaid, requiring the operator to offer the consumer an assessment of whether prepayment should continue. These are not add-ons. They are part of the condition, and a policy that handles installation correctly but lets the ongoing obligations lapse is still non-compliant.

And it captures the customer's circumstances at the right operational step. Household composition — who lives at the premises, what their ages are, whether any relevant conditions apply — is captured as structured data during customer setup and updated on notification. It is not inferred from what the operator happens to know, and it is not captured as a freetext note on the account.

9. Immediate practical checks

If you think your current prepayment meter policy might be one of the three wrong positions described in this paper, there are five questions you can answer in an afternoon that will tell you where you stand.

Do you install prepayment meters at all, and if not, why not? If your operational answer is "we don't use prepayment because of the vulnerability risk", you are in the blanket avoidance position. The regime does not prohibit prepayment; it regulates how it is installed. A policy that refuses prepayment entirely refuses a payment method some consumers actually want, and carries unmanaged credit exposure for the operator.

When a new prepayment meter is installed, what specifically happens to capture explicit consent? Is the consent captured in writing, with the customer's signature or recorded electronic signature? Is it captured verbally with audio recording or body camera footage? Is the date and method recorded on the account? If the answer to all of these is no — if "consent" is inferred from tenancy documentation or from the customer not objecting — the policy is not meeting A3, and the installation is not lawful under B10.8.

How does your policy handle vulnerability in consensual installations? When a consumer in a vulnerable situation consents to a prepayment meter, does the workflow check the quality of that consent against the A3 requirement that it is not given under pressure? Does it ensure the B1.3.4 vulnerability duty has been honoured in the consent conversation? And does it track the continuing obligations — B10.3 for alternative offers if circumstances change, B10.4 for the annual check-in — so that consent is treated as the start of an ongoing obligation rather than the end of the operator's responsibility? If the workflow treats consent as an endpoint, the policy is exposed on exactly the dimension most likely to produce a complaint.

When your workflow does reach the point of considering installation without explicit consent — the B10.9 route — does it actually run the six procedural requirements? Is the Debt Trigger tested as a specific data check with all three conjunctive conditions verified? Are the multiple engagement attempts documented as separate events? Is the B9 payment difficulty compliance a real check rather than an assumption? Is the Site Welfare Visit a defined visit rather than a meter read relabelled? Is the safe-and-reasonably-practicable determination documented with reasoning? Is the advance notice in writing produced and retained? Is the B11.9 Prepayment Meter Credit provided where non-consensual remote switching applies?

Are your continuing obligations being met? Do you contact every prepayment meter consumer at least annually to check that prepayment remains appropriate for them, as B10.4 requires? Do you have a trigger in your system that flags when debt on a non-consensual installation is repaid, so that a B10.16 assessment can be offered? Do you actively offer alternatives when you become aware of circumstances changing, as B10.3 requires? Many operators will have implemented the installation framework reasonably well and yet fail entirely on these continuing obligations.

If the answers to these five questions show your current approach is the kind of policy described in this paper, the remediation is structural. You need explicit consent documented as a workflow step with the A3 form requirements. You need the Debt Trigger running as a data test with all three conditions simultaneously true. You need the B10.9 route as a gated sequence with all six requirements and the B11.9 credit where applicable. You need the vulnerability protections applied in the non-consensual pathway. You need the B1.3.4 vulnerability duty applied to consensual installations involving vulnerable consumers. You need the annual B10.4 contact, the B10.16 debt-completion assessment, and the continuing B10.3 obligation all captured in workflow. You need household composition captured as structured data at the right points.

10. A platform response

Heat Network Compliance at heatnetworkcompliance.co.uk provides specific policy templates covering the prepayment meter regime and its adjacent conditions: the B10-POL

(Prepayment Meters Policy) template, the B11-POL (Self-Disconnection Policy) template, and the B9-POL (Payment Difficulties and Disconnections Policy) template.

The B10-POL template treats the explicit consent framework as a documented workflow step and captures the A3 requirements for form of consent. It separates the consensual and non-consensual installation pathways, applying the B1.3.4 vulnerability duty and the continuing obligations in the consensual case, and the B10.10 absolute winter ban and the B10.11 further-assessment requirement in the non-consensual case. It sets out the six B10.9 requirements as a sequence of gated steps, each with its own evidence requirement, and captures the B11.9 Prepayment Meter Credit obligation for non-consensual remote switching. The continuing obligations at B10.3, B10.4, and B10.16 are built into the template as ongoing workflow items, not as narrative text. The Site Welfare Visit requirements at B10.13 are captured as a specific workflow step, with the training, recording, and incentive-independence requirements treated as operational elements rather than descriptive text.

The B11-POL template covers the self-disconnection obligations and the emergency credit, friendly-hours credit, and additional support credit facilities that any prepayment meter arrangement needs to support, as well as the B11.9 credit for non-consensual installations. The B9-POL template covers the payment difficulty route that B10.9 depends on, with the ability-to-pay assessment as a structured process rather than a narrative description.

The three templates are designed to be used together. A prepayment meter arrangement does not exist in isolation from the payment difficulty route or the self-disconnection protections; an approach that treats any of the three as separate from the others will produce gaps where they interact.

Each template is built against the final January 2026 Authorisation Conditions and the Ofgem consumer protection guidance. For operators whose current prepayment meter policy falls into one of the three wrong positions described in this paper — blanket avoidance, default installation, or single-tier conflation — the templates provide a structured starting point for an approach that works.

11. Conclusion

Condition B10 is operationally harder than most consumer protection conditions, but it is not inscrutable. The final text sets out exactly what the regime requires: explicit consent captured in specific forms, a Debt Trigger running as a conjunctive data test, a six-requirement route where explicit consent is absent, vulnerability protections operating differently in consensual and non-consensual installations, a B11.9 credit for non-consensual remote switching, and continuing obligations including annual contact and debt-completion assessment that apply regardless of how the meter was originally installed.

Most operator policy on prepayment meters does not implement this full approach. It either avoids the topic by avoiding prepayment entirely, defaults into installation arrangements that do not meet the explicit consent test, or treats the vulnerability protections as a single question rather than as distinct obligations that apply differently across consensual and non-consensual installations. Each position has a specific cost — in revenue for blanket avoidance, in enforcement risk for default installation, and in both for single-tier conflation.

The answer is not to avoid prepayment meters. The answer is to run the B10 requirements properly — with explicit consent documented and its quality protected through A3 and B1.3.4, the Debt Trigger tested as all three conditions simultaneously, the six B10.9 requirements gated and the B11.9 credit provided where applicable, the vulnerability protections applied in the non-consensual pathway where they apply, and the continuing obligations under B10.3, B10.4, and B10.16 honoured regardless of how the meter was installed.

Your current prepayment meter policy is probably wrong. A better one is available.

About Heat Network Compliance

Heat Network Compliance is a specialist SaaS compliance platform for UK heat network operators and suppliers, developed by Sorted-IT (UK) Ltd. The platform provides bespoke, board-ready compliance policy documentation mapped to the full suite of Ofgem Authorisation Conditions as finally determined on 13 January 2026.

For further information, or to begin your compliance journey, visit heatnetworkcompliance.co.uk.

Disclaimer: This white paper is for information only. It does not constitute legal or regulatory advice. Heat network operators and suppliers should develop their compliance arrangements with reference to the current final Authorisation Conditions and Ofgem's published guidance, and where necessary with the support of suitably qualified legal or regulatory advisers. All regulatory references are to instruments and guidance current at the date of publication (May 2026).

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Note: The decision tree in Section 5 is rendered as an inline SVG flowchart. The full decision logic is also described in the body text of Section 5 for accessibility and machine readability.

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