An end to faith-based gas usage estimation in Slovenia

Didn’t report your gas meter reading?

Is your own reading being ignored in favour of a higher or lower estimate?

From 1 October 2018 Slovenia changed its method of estimating your gas usage, a methodology supposedly in the public domain. We didn’t know how they did it before, and we still don’t. And this is not all that remains unchanged.

According to http://www.pisrs.si/Pis.web/pregledPredpisa?id=DRUG3433 and its paragraphs 1 and 3 of Article 39 (translated by Google Translate, emphases mine):

Article 39  
  
(1) The system operator and the client or user shall be **obliged to provide information concerning the fulfillment of contractual obligations** and the interoperability of the distribution network.  
….

(3) The system operator shall inform the client, at least annually, with data on the movement and characteristics of the consumption of natural gas. The notice shall include **at least** **an annual consumption** of natural gas for the point of purchase **by month** and an indication of the method of obtaining **data** on the monthly consumption of natural gas (consumption is determined on the basis of a **standard load profile** or on the basis of the measured values).

**Facts and the lack of them**

The reason for this dispute is that the business practices of Adriaplin d.o.o., in conjunction with its partners Energija Plus, interfere with the smooth running of my energy account.

Calculation of my standard load profile is not readily explained. After a lot of prodding I was able to get the formulae, but no data to put into them.

What is “data” (podatki)? Let me define it.

“Data” does not mean an input of estimates or guesswork. “Data” means “facts and statistics collected together for reference or analysis”.

“Data” cannot be, nor result from a formula using, fictional inputs. If you **guessed** half the population’s shoe sizes, you cannot tell me any **facts about its average shoe size**.

Worse still, you can have an average of all the people, but that does not mean all the people are average…and even with 100% genuine data to input, you may not even find one, who is.

You would not need “Data Protection” for numbers you had made up, or for averages, medians, quartiles, or standard deviations etc. derived from imaginary or concocted data.

Imagine a warehouse of finite capacity, distributing boxes. To make it a good analogy each box is 1 m3 in volume. On the delivery side, the man with the vans wants to know the rate at which boxes need to go out, to get the number of vans and drivers right.

The man on the receiving side tells him the methodology, “A certain number of containers containing a certain number of boxes arrive at various times and frequencies due to traffic, the weather, and changes in the workers’ health, and other variables too obscure to obtain. Multiply the containers by the average number of boxes per container.” However he is unable or unwilling to quantify either, for any duration.

Has the warehouse manager provided the delivery manager with a methodology for estimating the van+man capacity? The same situation pertains here.

The billing company is **Energija Plus** and billing is monthly. Bill **10-1-5887624 dated 15 January 2019 for December 2018** shows a total cost for gas of **€445.15, plus VAT**.

This sum equals in value over **48% of ALL of the gas used in 2018 - according to the annual statement, which as we shall see is worthless.** 48% of the annual bill in 8.5% of that period.

## In her email of 30 January 2019, copied to Nataša Lorenčič at Energija Plus, Jana Ludvik of Adriaplin explains how physical meter readings are carried out at the end of the year, and then how no such action was carried out for account **66010285** at the end of 2017. No physical reading took place between **3** **January 2017 and 22 December 2018**.

## On 3.1.2017 it read **4369**. By the time of their next visit 718 days later on 22.12.2018 it read **7425**. By the time the December 2018 bill arrived in January 2019 it was up to **380 days too late for the unattributable sum** **included therein**, compensating for the accumulated errors of 2017 (Enoletni zastaralni rok, 355 člen, OZ-NPB3).

Regarding this, per Article 23 of Uradni list RS, št. [61/16](http://www.uradni-list.si/1/objava.jsp?sop=2016-01-2598) the customer is entitled to a settlement at least once a year. That doesn’t mean the beginning of one year and the end of the next. No accountant’s world view can turn the meaning of “at least once a year” into that, but I fear we will see this tried.

In bringing up to date a true rendering of the total gas used according to the meter between those dates, the unusual mathematical character of the December 2018 bill reveals the extent to which all the estimates proved wrong, and the quality of the methodology speaks for itself.

## The fusion of the December record of actual usage with the accumulated errors of 2017 and 2018 further **makes calculation of a true average monthly or annual use impossible**. Removing the corrective sum for two years does not help, as we are left with 24 fictional readings. No actual monthly measurements can be wrested from these 24 bills.

## **The 2018 statement is useless as a record or data source to me**. This would also be true of the 2017 statement as **all that year’s errors were carried forward** to December up to 2018.

## Likewise, it is **impossible to prove** that any of Adriaplin’s monthly estimates from January 2018 to December 2018 were correct. The correction proves that some or all were wildly incorrect. We can say that the more that were correct, the more wild (in absolute numbers, not %) the wrong ones must have been. **But** **we don’t know if any were right, or how many**.

It is **impossible to say which months were in error**, or how great an error (in either direction) pertained to which of the approximately 23.5 months during which these errors accumulated.

There was no significant change of use or heating behaviour at the customer address between the years 2017 and 2018, or between November and December of 2018.

Heating engineers tell me to expect to use 6% extra gas for each room temperature degree above 20 C. Just for fun, I used a Present Value Calculator <http://www.moneychimp.com/calculator/present_value_calculator.htm> and determined that, for the difference between 2018’s November and December gas bills to be accounted for by actual heating use would have required an **increase** in the temperature demand of 39.45 degrees Celsius, to a sultry **59.45 degrees**. A sustained wet-bulb temperature exceeding 35 °C is likely to be fatal even to fit and healthy people unclothed in the shade next to a fan. <https://en.wikipedia.org/wiki/Hyperthermia>

So the December 2018 bill was not due to December gas usage.

Gas is used for central heating and hot water only, not cooking. However, true gas usage would have been greater in 2017 than in 2018: a much more efficient replacement gas boiler was installed in December 2017. Lacking – **due to the system operator’s failure** – any solid data for total gas usage during 2017, I attest to my own estimate of the effect of this in the calculation.

Adriaplin did not visit for Christmas 2017 or, if they did try to gain access but were unsuccessful, did not phone, left no calling card, sent no email, SMS, or reminder by post, and made no other attempt to meet their obligation to obtain a true reading according to their own choice of seasonal panic schedule. The meter is inside the customer premises.

Adripalin **did not read the meter** in December 2017 and **did not correct the bill for 2017** usage.

Usage continued to be estimated wrongly from January-December 2018 as, month upon month, the legal time limit for billing 2017’s gas expired. **These bills are works of fiction**.

**Approximately half of the catch-up value in my December 2018 bill is out of time**. 3 Jan 2017 to 22 Dec 2017 represents **0.492 of the 718 days** between readings. For simplicity 50% is used to calculate the general damages under this Time-Apportioned Boiler-Apportioned Late Recovery (TABALR) head with a separate factor applied for the change in the equipment.

The TABALR period is 100% contemporaneous with my being a direct customer of Adriaplin.

December’s usage is incorrectly shown on Adriaplin’s 2018 annual statement as **9607 kWh.**

**Adriaplin and what you are supposed to do for them**

In the event that their required annual access was unsuccessful, Adriaplin must request me to provide a reading according to the conditions set out in Article 32 of the Splošni pogoji and they didn’t do that.

Adriaplin state that I should provide a reading by the end of the month if I want a true rather than estimate-based bill. At 0108 on 31 Jan 2019 I sent a reading by email. The bill then arrived on 11 February ignoring that, in favour of an estimate 5.5% higher than my actual use.

Was this reading never actually entered into the system? Or was it systemically ignored in favour of the higher estimate? It would be an easy accident to arrange by the sequencing of process events or mis-setting RO/RW flags, yet hard to detect.

To test such a hypothesis it would be necessary to see if a bill based on a customer reading lower than the estimate was **ever** issued, or if a statistically-demonstrable implausibly low number were; this would indicate a rigged system, a quite separate issue from the credibility of the estimates themselves.

You might sense my total lack of trust in this company or whatever drum it is marching to. What incentive is there for joining their electronic reporting system and allowing their cookies?

Being a customer of Adriaplin is like having another job.

**Analysis of the rogue “data” - and its probable fate**

Variance and standard deviation are used to quantify how spread out or close together data points in a set are. A value of 0 in each case indicates all the data points are equal (using N). Using Bessell’s Correction <https://en.wikipedia.org/wiki/Bessel%27s_correction> the variance and standard deviation for the figures on Adriaplin’s 2018 statement are as follows.

First, I added up all of the monthly kWh for 2018:

226 + 237 + 257 + 290 + 418 + 643 + 964 + 986 + 1640 + 2091 + 2532 + 9607 = *19891*

I squared the total, and then divided the number of items in the data set:

19891 x 19891 = 395651881 … 395651881 / 12 = *32970990.083333332*

I took my original numbers from step 1, squared them individually this time, and added them all up:(226 x 226) + (237 x 237) + (257 x 257) + (290 x 290) + (418 x 418) + (643 x 643) + (964 x 964) + (986 x 986) + (1640 x 1640) + (2091 x 2091) + (2532 x 2532) + (9607 x 9607) = *108514413*

I subtracted the amount in step 2 from the amount in step 3:

108514413 - 32970990.083333332 = *75543422.91666667*

I subtracted 1 from the number of items in my data set:

12 - 1 = *11*

I divided the number in step 4 by the number in step 5:

75543422.91666667 / 11 = ***6867583.901515152***  
This is my **Variance**

Finally, I took the square root of the number from step 6 (the Variance):

√(6867583.901515152) = ***2620.6075443521017***This is my **Standard Deviation**

These huge result values confirm that Slovenia’s gas usage estimation was pants.

How pants? In a normal distribution of data values <https://mathbitsnotebook.com/Algebra2/Statistics/STstandardNormalDistribution.html> the standard deviation is **1.34896 times the interquartile range**. Here the **IQR is 1713**, so a normal (Gaussian) distribution would get a result of 2310. The actual result is **3535**. That’s a lot of pants.

The **skewness** of my 2018 gas invoices was **2.9605 (very asymmetrical)**. The **kurtosis** was **9.37585 (extremely peaked)**. <https://www.socscistatistics.com/tests/skewness/Default.aspx>

Lying outside the -1 to +1 range, both skew and kurtosis can be considered non-normal.

Clearly 9607 kWh and the bill that it brings is an outlier that should be applied to future estimates at Adriaplin’s peril, and to further express its unusualness I performed **Grubbs’ Test** [https://www.graphpad.com/quickcalcs/Grubbs1.cfm](https://www.graphpad.com/quickcalcs/Grubbs1.cfm%20) with the following results:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Significance level: | | | | | 0.01 (two-sided) | |
| Critical value of Z: | | | | | 2.63573357051 | |
| **Row** | **Value** | **Z** | **Significant Outlier?** | |
| 1 | 226. | 0.55 |  | |
| 2 | 237. | 0.54 |  | |
| 3 | 257. | 0.53 |  | |
| 4 | 290. | 0.52 |  | |
| 5 | 418. | 0.47 |  | |
| 6 | 643. | 0.39 |  | |
| 7 | 964. | 0.26 |  | |
| 8 | 986. | 0.26 |  | |
| 9 | 1640. | 0.01 |  | |
| 10 | 2091. | 0.17 |  | |
| 11 | 2532. | 0.33 |  | |
| 12 | 9607. | **3.03** | Significant outlier. P < 0.01 | |

This means (because its Z value is greater than the critical Z value) that there is less than a 1% chance that the outlier is a regular fellow that belongs with the rest of the population. Of course, we knew that before we started, and why it happened.

But does the methodology of the standard load profile know? As the system operator’s **theories have proven disastrously unpleasant in practice**, it is only natural to ask if the methodology has indeed been fed garbage like this. Will this aberration affect me or other customers in the future?

Specifically, how have these 9607 kWh, and all Adriaplin’s other suddenly-noticed kWh like it, been handled by the estimate-calculating system they are failing to reveal? If the estimate is based on aggregate demand, how has that failed so abysmally in this case? Of course a proportion of the erraticism of the event can be attributed to its lateness.

|  |
| --- |
| Energija Plus as the payee should exonerate me from all misadministered charges and if it so desires, claim such costs from Adriaplin, who simply **failed as the system operator** to perform one simple task on their behalf as required by para. 3 of Article 39 of those Splošni pogoji za dobavo in odjem zemeljskega plina iz distribucijskega omrežja za geografsko območje Mestne občine Nova Gorica, Občine Šempeter - Vrtojba, Občine Ajdovščina, Občine Vipava, Občine Logatec, Občine Kamnik, Občine Bled, Občine Vojnik, Mestne občine Ptuj, Občine Rogaška Slatina, Občine Krško, Občine Brežice, Občine Zagorje ob Savi, Občine Laško, Občine Radeče, Občine Štore in Občine Šentjur. |

Besides creating great inconvenience for customers of the grouped energy companies, by choosing December as their twelfth month Adripalin have made a rod for their own backs.

As well as potentially trying to collect half the total demanded in the whole of the year, in all cases where customers readings aren’t used, in January, Adriaplin have in this case tried to collect, in one month, **an unattributable sum** allegedly owed for up to almost two years.

Badly arranged data with huge outliers like this can be used by cheap programmers in formulae to create even more wrong estimates on an individual or mass customer basis, in the future. Or it may turn out that the excess is distributed across the data used to calculate it by some arithmetical or proportional method. But you can hardly say it’s none of the customers’ business.

Suppose for instance that Adriaplin’s model for calculating my December 2019 estimate were based on my average recorded use last Decembers. Then my alleged December 2018 use of 9607 kWh would be turned by Adriaplin’s magic into “data” to calculate that average. As 9039 kWh of it actually came from two years it wouldn’t give a correct yearly average, either.

Now suppose everyone’s Decembers are used, who hasn’t read their meter 11 times that year. Or who have read them, but who have had their readings ignored, supplanted by an estimate.

In IT this is known as “garbage in, garbage out”. This is how idiots can cause a lot of damage and trouble these days. And they usually slink away without ever being identified.

Could the creator of these stupid estimates somehow have turned genius in its handling of this 9607 or 9039 kWh? It seems unlikely. Some programmers may feel that such anomalies are better discarded altogether, in a well-intended move cyclically contributing to the underestimates of the future…

The arrival of a new methodology for estimating usage changes none of the above. If I’m correct, no law ever said the twelfth month by which you have to make a factual bill has to be December. If Slovenia were in the Southern Hemisphere that would make sense. It is not.

The clumsy design suits accountants, not gas customers. It does not even suit the meter reader who has to rush around knocking on doors just before Christmas when everyone is out shopping. Could it be possible that allowing the convenience of accountants to rule the Slovenian energy world has not always led to the happiest outcomes in an emotionally labile, [https://www.ncbi.nlm.nih.gov/pubmed/10904119](https://www.ncbi.nlm.nih.gov/pubmed/10904119%20) seasonally-dependent country with a massive suicide rate? [https://www.sciencedirect.com/science/article/abs/pii/S0304394018301526](https://www.sciencedirect.com/science/article/abs/pii/S0304394018301526%20%20)  <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3315262/> <https://www.ncbi.nlm.nih.gov/pubmed/10363669>

**Evasive manoeuvres**

So let’s check an estimate: off we go! Elektro Maribor, who own Energija Plus and operate from the same address, replied that they have nothing to do with gas or gas meters. In my hand is a contract to buy gas from “Elektro Maribor Energija Plus, podjetje za trženje energije in storitve d.o.o.”. Energija Plus were soon singing a familiar tune: it is “a gas supplier, which does not have the management of the gas system, including meters” says one of their out-of-the-box emails.

That leaves Adriaplin. But gas customers who do not happen to be lawyers can still be sent to the other office, and four months after the change of methodology Adriaplin performed this masterfully with a link supplied on 1 February 2019 to Plinovodi’s website supposedly describing the methodology and standard load profile – which didn’t work.

Plinovodi d.o.o. were able to supply something by special request, but for gas customers who do not happen to be lawyers (and as far as I can see those who are lawyers as well) this also provides no way of recalculating or checking estimates - before or after October 2018.

Plinovodi – who by their own admission are not legally obliged anyway - ignored my question as to if and how the new methodology differs from the old. Plinovodi initially responded with <http://www.plinovodi.si/wp-content/uploads/2018/07/Akt-o-spremembah-in-dopolnitvah_12062018.pdf> and <http://www.plinovodi.si/wp-content/uploads/2018/09/2018_08_01_Povzetek_metodologije_za_prognoziranje.pdf> and these refer to the new methodology.

But I saw no formula, for the old or in the new methodology. Soon after I appeared, the broken link from Adriaplin was updated to [http://www.plinovodi.si/wp-content/uploads/2016/11/2016\_11\_15\_Metodologija\_za\_prognoziranje\_ne\_dnevno\_merjenih\_prevzemov\_uporabnikov\_omrezja\_zemeljskega\_plina.pdf](http://www.plinovodi.si/wp-content/uploads/2016/11/2016_11_15_Metodologija_za_prognoziranje_ne_dnevno_merjenih_prevzemov_uporabnikov_omrezja_zemeljskega_plina.pdf%20) - a document dated 2016, with formulas but no data sources.

You cannot calculate any estimates before or since October 2018 with the information in these documents.

Like the box delivery company and its opaque warehouse system, **Adriaplin have therefore failed to produce a methodology of any value to the customers as prescribed in para. 3 of Article 39**.

Adriaplin and Plinovodi have been asked which methodology this was, or whether the methodology was in fact unchanged in the Ptuj area, but to no avail.

Meanwhile Adriaplin appear to be the system operator per the Act. Yet with their somewhat opaque and customer-irrelevant interface with Plinovodi d.o.o., who admit (email 4 February 2019) that they are “not the operator of the natural gas distribution system”, the two companies convey the impression that they hope to tire out awkward customers by mutual buck-passing, eluding any with odd obsessions about the legally framed facts - such as how they estimate my gas usage.

That methodology and the data to be entered therein is by its very nature “information concerning the fulfillment of contractual obligations”. Which Adriaplin, with a broken link to another company, and then a link to a document there of limited value and relevant to an unknown period, has not provided on request.

They have not provided sources or a livestream of the inputs they are using, all of which they must already have available to them. So they are failing – and this is characterising it generously – to meet **para. 1 of Article 39**.

I do not really need to test their previous estimates, but I would if I could. I accept the total gas used between the readings is correct as far as can be ascertained. But I do not accept the relaxed manner in which it has been accounted for in the interim, or the **late claim apportionable to 2017** contained within the December 2018 demand.

**Customer opinion**

It is not as if these companies lack a large enough client base upon which to practice: it takes a special skill to mess up something so straightforward and simple, and for so many people in so many ways. For a trustworthy gas account I have turned to someone I can rely upon.

We should not discount the possibility that NOBODY knows how gas estimates are made up. The onus of proving otherwise lies with the system operator. I am unaware of a single example having been demonstrated, in respect of either version of the methodology.

It all looks great on paper until you actually try to do it yourself. There is something to be said here about faith. If nobody tests, then what you have is a faith-based methodology. These are easy to spot. **Everybody says everybody else says it works.** Nobody is quite sure how. Or if. And, lest we forget, it hasn’t. Heretics and apostates must go away.

Rather than incentivising customers by positive reinforcement, the current arrangements punish the majority who do not see themselves as human gas meter-scanning robots. While some customers may be happy to cooperate for their own sakes, others are discriminated against for their lack of interest in the accountancy needs of others, vision or mobility problems, fear of spiders, or other deficiencies.

Whether or not the actual formulas, if they exist at all, take account of the individual floor area of the billed property there is no mention of this obviously critical factor in the legislation or in Plinovodi’s documents. Other influential property characteristics such as heat pumps, building age, whether attached or detached, and altitude, are similarly not mentioned.

Adriaplin had a whole year to notice that they hadn’t performed a reading in December 2017; each month they didn’t read was a loss of right re each thirteenth month prior, per Article 355.

The very existence and purpose of a 12-month legal rule points to the ultimate unreliability of customers anyway as meter readers, for a variety of further reasons.

Minimising physical readings reduces inspection opportunities for discovering safety problems, meter interference, etc. One explosion could cost the system operator more than all the money saved by not reading meters, even without losses from non-timely billing.

Adriaplin’s January 2018 guess was 2532kWh. Comparing the computer’s guesses so far under the new methodology hints at what we can expect next. October 643 kWh, November 964 kWh…then December 568 kWh. Looks like a bunch-of-students-went-home-for-Christmas type of average to me. Or perhaps, under the new methodology, they factor in a deliberately low December guess, to smooth things out by underestimating use during the biannual estimate-correction season!

We don’t know if that is or isn’t the case **because we still don’t know anything**. Show us your working out! If not on each bill, then at least by an online description and example. The whole thing, with all the data and methodologies behind any data components also. Any deficiencies in the gas guessing system can here be discussed and eliminated by the people who pay the bills. Anything less than that is less than is demanded by the Splošni pogoji za dobavo in odjem zemeljskega plina.

In presenting the methodology to the public, there can be black boxes but not just a big black hole. Secrecy and complexity should not be used to protect something that is actually crap.

Energija Plus can hide behind Adriaplin when it comes to disconnection, and have failed to respond on the topic of suspending collection operations pending an outcome to this dispute.

I therefore hope to keep up with whatever extraordinary payments are being demanded ex-contract **without prejudice to the outcome of the dispute**, as Adriaplin’s disconnection force is considerably more active than its meter reading force. The system operator has a man with a gas key, and a less than inspiring local office, which is a desk in a plumber’s shop. Almost everything about this firm is cheap, except for one thing.

**Claims under TABALR and UCOO heads**

As an **unattributable sum** the maximum portion of the fictional “December 2018 gas usage” which may be attributable to 2017 alone is 100%. I guess this would be an unreasonable guess. A statistician might look for an answer somewhere in the -1 to +1 standard deviation range.

The assumption in this claim is that heating requirement in both years was equal. December’s 9607 kWh includes a fictional and unsupported estimate of that month’s use, of 568kWh.

In apportioning the claim under Article 355 the two periods are virtually equal in length. But because of a December 2017 boiler upgrade it is postulated that **over** 50% of the error in gas usage estimation relates to the period of 2017 to which Art. 355 of the Law of Obligations applies. The old boiler (then some 28 years of age) had fallen to around 80% burn efficiency.

Assuming in the new boiler a 98% burn efficiency (and without taking account of the more sophisticated programmer and sensor control) the old device would have used 22.5% more gas to achieve the same temperatures.

Using this somewhat more educated guess than any of my opponent’s so far I therefore claim a downward adjustment of 55.5% of Energija Plus gas bill 10-1-5887624 with the general damages under the **TABALR** head:

(9607 – 568) / 9607 x €445.15 x 0.555 + 22% VAT = €283.59

Non-gas, non-gas-meter handling gas supplier Energija Plus have been asked if they will suspend recovery proceedings while sketchy, non-methodology-providing system operator Adriaplin and I have it out in even greater detail if necessary. By failing to answer yes or no they have exacerbated the stress caused by their extraordinary billing behaviour.

Such calculations and their presentation are properly the job of the system operator. I would request further compensation of **€3350** in respect of breach of contract, awarded together in respect of the long and tedious work involved in the calculations and preparation of the claim, and for being passed around in circles to no avail.

The present fixed portion of the claim therefore stands at **€3633.59**. The right to reclaim additional costs is reserved in the event that further expenses arise, e.g. legal representation, travel costs, translation etc.

For the reasons outlined under this head I therefore anticipate a total December 2018 combined energy bill 10-1-5887624 revised from €631.15 to a credit of **€3002.44**.

Additionally, gas payments for the out-of-time period 3 Jan to 22 Dec 2017 remained unadjusted until 22 Dec 2018. Genuine values were not billed within the applicable 12 month period, invalidating the contract and these charges according to the aforementioned law. I claim a refund for 353 of 365 days, i.e. **0.967** of the 2017 bills.

In failing to meet these contractual obligations, Adriaplin has legally diminished its entitlement to payment per my contract with Adriaplin solely, up to end February 2018, and diminished its entitlement jointly with Energija Plus per my contract with the latter, since March 2018.

My claim under this Unfulfilled Contractual Obligations Only (UCOO) head relates to gas payments including VAT except fixed charges. It predates and postdates March 2018, when what it is now clear was an illusory and ineffectual escape from Adriaplin was performed, and I contracted as a gas client with my electricity supplier Elektro Maribor Energija Plus, podjetje za trženje energije in storitve d.o.o.

While the claim under the TABALR head concerns a finite period concluding in the late correction, the claim under the **UCOO head is open-ended**. It proposes a financial adjustment to be determined by a court or arbitrator, or agreed between the parties, with an applicable sum to the date of resolution, namely when Adriaplin fulfils its contractual obligations and commences compliance with Article 39, and the estimate methodologies old and new become publicly available along with the data necessary to use them in a realistic and meaningful way. As of February 2019 the total gas charges billed by Energija Plus since March 2018 under the UCOO head is €959.05 + VAT.

As a customer since 2005 I expect time limits on the UCOO claim to supervene but apply to claim retroactively to the maximum extent of those, at the discretion of the adjudicator.

Gas is my biggest single expenditure. I would request that Adriaplin meets its legal obligations, fully explains its estimates, and overrides fictional estimates 100% of the time when customer readings have been provided in any manner it suggests.

My faith in their methodology, such as it was, is broken. And for the reasons stated, I do not see how Adriaplin has performed to its licence requirements.

Monopoly or not, I urge Adriaplin to modify its accounting system so as to avoid future rollercoaster readings likely to result in the unpredictable and unwelcome jerking around of its gas customers, and exacerbation of seasonal financial stress.

**Additional Claim under ETWID head**

Finally, on 18 July 2019, a Thursday, I paid €400 in respect of an combined gas/electricity demand of €302,38 dated 9 July with a payment deadline date of 27 July.

Out of nervousness at what they are (in)capable of, I now routinely **overpay to stay ahead and try to reduce the likelihood of attack** by Adriaplin. An astonishing situation.

On 26 July, one day before this (by then defunct) deadline, Adriaplin knocked on my door and cut off my gas. He was just doing his job. His job was to refuse any money, ignore my paperwork and cut off the gas, before the deadline, for a bill that was already paid, and overpaid just to make sure.

He was armed with a meter seal and a letter signed by one Babič. The fictitious order to cut me off was preceded by no warning letter, and the engineer came without an invoice number, without any clue about the amount allegedly owed, and without any reason except "I must do my job".

As far as my surprise visitor was concerned, I was a debtor. I was obviously pretty distressed by these hardball tactics and the Kafkaesque situation, born of non-existent events.

Consequently the gas was immediately disconnected when I had paid in good time. He said he would call the police if I stopped him. He agreed to wait while I tried to get through to the call centre.

The Energija Plus call centre promptly revealed to the underpaid employee that my account was in credit at the time.

The engineer’s certainty about my character evaporated, and was replaced with a different certainty: that neither of these two pieces in the puzzle had any idea why he was there.

The fact that I was reconnected within 20 minutes didn’t neutralize my reaction. Nor does it mean that no disconnection occurred.

“Weird” was the engineer’s verdict about the whole thing. He did at least hang around long enough discover that nothing was wrong at all - except for him - and that everyone’s nerves were being tested and their time wasted, and their customer and b2b relations thoroughly dismantled, by his employer. It was a very hot day.

You might say I was and am endocrinologically sensitized to events of this nature due to previous experiences of totally rubbish random administrative behaviour from Adriaplin, and comparable lifelong encounters. It so happens that this disconnection scene followed within days of other traumas. I had just had an electrical fire in the house! AND two successive floods. Nobody died.

I claim a further **€12000** under an Erroneously Targeted Weird Illegal Disconnection **(ETWID)** head and for all the other unsettling behavior of the energy suppliers and the reasons are as follows: because another ETWID equal in its certainty could be replicated by Adriaplin and could occur at any time, leaving me cold and dirty; because the ongoing threat of ETWIDs undermines my security at home; and because Adriaplin don’t deserve to profit from my misery as their customer just because I have no alternative. I’m looking for an anodyne sort of utility service: utilitarian, predictable, and completely devoid of sudden shocks and dramatic scenes.

I think their employees should be able to claim too, every time they get in an argument or fight when disconnecting people who are up to date or in credit. Their awards should be sufficiently large that they can afford to part with the company, as they would probably have to anyway, for claiming. Basically my dream is that this company is swallowed up by a bigger company and its “systems” completely scrapped.

**Total of fixed sum claims**

I’m just the customer. All I should have to do is pay for the gas. And I did. So the final known fixed portion of the claim is **€15633.59** oradjustment of bill 10-1-5887624 from €631.15 to a credit of **€15002.44,** plus **0.967** of the **2017** bills**.**

All sums will be subject to interest at the official rate from the date of submission to the Energy Agency of Slovenia.