Consumption anomalies — 4 rules over 24 months, 214 missing notices

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59,600 readings and the smart metering log run against the article L. 2224-12-4 III bis threshold · fictional document

Fictional document — demonstration example
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Fictional document — customers, volumes and amounts invented for the demonstration. **The four rules below are written and already run over 24 months of readings — they are waiting for a signature, not for a study. A rule is judged not on what it catches, but on what it catches WRONGLY and on what it lets through: both columns are here.**

The four rules, written in the language of your service by-law

Rule	What it says	Alerts / 24 months	Confirmed	Confirmed share	What it lets through

A	**Consumption for the period exceeds double the average of the last three periods — the very threshold of article L. 2224-12-4 III bis**	**1,042**	**986**	**94.6%**	56 genuine, explicable rises — pool, extra occupant, watering
B	**The reading is lower than the previous index**	**318**	**297**	**93.4%**	21 meters replaced without the index being carried over
C	**Zero consumption over two consecutive periods while the contract is active**	**274**	**251**	**91.6%**	23 second homes genuinely unoccupied
D — on the 6,258 smart meters	**A non-zero night flow for seven consecutive nights**	**386**	**371**	**96.1%**	**Sees nothing on the 8,642 manually read meters**
All four together	—	**2,020**	**1,905**	**94.3%**	**115 customers examined for nothing out of 2,020**

Rule D is the only one that sees the leak BEFORE the reading, and that is what sets it apart. A, B and C correct an invoice; **D stops it existing.** A non-zero night flow for seven consecutive nights on a domestic meter has practically no explanation other than a leak — **and 371 confirmations out of 386 alerts show it. That is why it is proposed first, even though rule A carries the statutory threshold.**

What rule D has gained, and what it will not gain

Measure	Value	Basis of calculation
Leaks seen before the reading, over 24 months	**371**	Smart metering log, rule D
Average lead over detection at the reading	**118 days**	Gap between the 7th night and the date of the next reading
Volume that did not go into the ground	**21,889 m³**	371 × 118 days × 0.50 m³/day of average observed leak flow
Valued at the production and distribution cost	**€18,386.76**	21,889 m³ × €0.84/m³, 2025 annual report
Effect on network yield (P104.3)	**+ 0.4 of a point — 78.4% would become 78.8%**	10,944 m³/year removed from 490,320 m³ of losses
What this does NOT fix	**490,320 m³ of losses remain on the network, not past the meter**	**No billing rule will go and find them — that is a pipe renewal question**

> **The honest figure is the one on the last line, and rule D publishes it about itself. 0.4 of a point of yield is not what will lift your indicator in front of the water agency. What rule D really gives you is 371 customers who did not receive a three-figure invoice** — and, incidentally, 371 complaints that never reached the switchboard. **Selling 0.4 of a point of yield as a result would have you deciding on the wrong number.**

Extending smart metering, costed — an open question, not an answer

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Scope	Meters	Rule D alerts / 24 months	What remains to be measured
Smart-metered fleet today	**6,258 — 42%**	**386**	—
Manually read fleet	8,642 — 58%	0	**Leaks there are seen at the reading, up to six months later**
Whole fleet, same rule	**14,900 — 100%**	**919**	**386 ÷ 42%**
The protocol proposed	—	—	**Compare, at the next campaign, the average value of leak files among smart-metered customers and among the rest. That gap is what will say whether replacing the meters pays for itself — and the agent does not promise it.**

The 214 notices that were not sent — and what they cost

Item	Value	Basis
Leak-past-the-meter files for the year	640	Complaint log
Customers who received no notice within the meaning of III bis	**214 — 33.4%**	Reconciliation of the letter log and the readings
Volume above double the average, across those 214 files	**22,500 m³**	An average of 105.1 m³ per file
Valued at the drinking water variable rate	**€38,700.00**	22,500 m³ × €1.72/m³, resolution of 11/12/2025

Item	Value	Basis
Recoverable share	**€0.00**	**« Failing the information […], the customer is not liable for payment of the share of consumption exceeding double the average consumption » — art. L. 2224-12-4 III bis**
Sanitation share and water agency levies on those volumes	Handled file by file	Article 21 of the service by-law — a contractual regime, distinct from III bis

Those 214 files are not a dispute: they are extinguished debts. The text requires neither fault nor negligence — **it is enough that the notice was not given.** And the notice must go out **« as soon as the service observes »** the abnormal increase, **and at the latest when the invoice based on the reading is sent. That is a deadline only processing at the point of reading can meet: twelve days of average lead time, as today, is already too late on part of the files.**

Rule C: what the measurement changed between the first drafting and the one put to you

Drafting	Alerts / 24 months	Confirmed	Confirmed share	Customers examined for nothing
First — *zero consumption over one period*	742	251	33.8%	**491**
Tightened — *zero consumption over two consecutive periods*	**274**	**251**	**91.6%**	**23**
Difference	**− 468**	**0 — all 251 genuine cases kept**	**+ 57.8 points**	**− 468 customers spared**

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The go-live schedule — one rule per campaign, and the arithmetic behind it

Campaign	Rule switched on	Expected alerts (backlog included)	Examination at 15 min a line	Expected confirmed share
1st	**D — the only one that sees the leak before the reading**	**116**	**29 h**	**96.1%**
2nd	+ A — the statutory threshold, the one that triggers the notice	268	67 h	94.6%
3rd	+ B — reversed index	118	29 h 30	93.4%
4th	+ C — tightened version	102	25 h 30	91.6%
All four on the same day, across the 6 rounds	**A + B + C + D**	**604**	**151 h, mid-campaign**	**94.3%**
All four, on reading round no. 2 alone	**A + B + C + D**	**129**	**32 h 15**	**94.3%**

> **Withdrawal is as simple as go-live — with one exception that is not the agent's. A rule stops with a word, within the second**, and **the lines it had put into checking go back into billing with the reason and the date of the**

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withdrawal. But the article L. 2224-12-4 III bis notice goes out as soon as consumption exceeds double the average, even with rule A switched off. That is not a safeguard the agent imposes on itself: it is the condition on which the service keeps the right to bill the excess share. A rule that drops below 85% confirmation is flagged from the campaign concerned, with the tightened version already written and already run over the history.

Rules adopted and go-live order settled by the head of customer service, on: _____

Confirmation threshold below which a rule is tightened or withdrawn — proposed at 85% — set at: _____

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