

Comments on Green Deal Draft Code of Practice

Section of Code	Draft Code	Consumer Focus comment/ask	Rationale
Introduction		How is the Code reviewed and revised?	Green Deal finance (GDF) is a new market mechanism in an immature marketplace. There must be room for revision, even within the first year.
	1.2	Clarify reference to 'businesses or individuals'	Sole traders are businesses
The content of Green Deal Plans	3.2	We disagree with the focus on GDF. As indicated in point 3.1, GDF is not the only method of payment for a Green Deal plan. 3.2 and all other relevant provisions should apply no matter how the product is funded. We would like to see a clearer distinction between the Green Deal (the scheme) and GDF (as an enabler, not a pre-requisite) throughout the Code of Practice.	We welcome GDF as an option, but cannot support the hinging of consumer protections in the energy efficiency market on how a service is paid for.
	3.2	There should be explicit reference to the need for good quality service, as that is what a Code such as this should aim to deliver.	
Deposit protection		Specify no deposits are required if the project is to	GDF removes upfront cost. It should not be added

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		be funded through GDF.	back in through the form of deposits.
	3.9	Would like definition of 'promptly'	Consumers have little to no power over businesses, and are reliant on what is prescribed in the Code. If a contract is cancelled then businesses must not hold on to a consumer's money
Timetable	3.14	Remove reference to planning approval	Consents should be sought prior to the signing of a contract, and certainly prior to committing the consumer to any payment to the provider.
After sales activities	3.16	Allow queries to be made by letter, email or via an online form.	Opportunities to make phone calls or visit a showroom can be limited by working hours or location.
Other Duties on Green Deal providers Consent	4.1	<p>Clarify that consent from the bill payer is required before works start where work is being paid for by GDF. Also, it should be consent of all bill payers in households where more than one adult is responsible for the bill.</p> <p>There may be a third or even fourth party for consents in leasehold properties.</p> <p>Also, on the interaction with leasehold, what happens where the length of the remaining leasehold is less than the duration of the GDF (we realise that is an exceptional circumstance, but the regulations and business processes need to cater for the different circumstances)?</p>	
	4.2	How will consents be recorded? They may need to be lodged centrally, independent of commercial interests and retrievable by relevant parties for the	

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		duration of the GDF charge	
Energy Company Obligation (ECO)	4.6	ECO support should be made available to vulnerable consumers who respond to Green Deal marketing.	All consumers help fund energy supplier obligations through their energy bills, and so there should be equitable access once one of the key eligibility criteria is met (a. affordable warmth; b. carbon target). We do not want ECO support available only to those vulnerable consumers selected by the energy companies, as, for example, this is likely to see efforts continue to focus on urban areas where measures are cheaper to deliver. Nor do we want it limited to those who enter the 'consumer journey' via a referral process.
	4.6- 4.8	<p>The Code needs to ensure standards are met where measures are only partly funded by ECO and/or GDF.</p> <p>If standards are only met where installations are wholly-funded by ECO and GDF, and if the ECO does not always wholly fund measures...</p> <ul style="list-style-type: none"> • can companies claim ECO-points on installations where the consumer wishes to self-fund the work rather than take out GDF? • what impact on uptake will there be if there is a requirement on the able-to-pay to take out GDF to part fund solid wall insulation. <p>If consumers are allowed to self-fund part of the measures, will they be covered by this Code?</p>	<p>We think that fragmenting the consumer journey on the basis of payment type is confusing and could well be more expensive for industry (and therefore consumers) as they will have to cater for the different consumer journeys in their training, marketing, and customer services (including relationships with multiple complaints-handling and redress schemes).</p> <p>We are also concerned that limiting payment options could deter uptake.</p>

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Marketing and the use of the Green Deal	6	<p>If DECC is framing the Green Deal as a financial service then use of the Mark should refer to GDF and follow related consumer credit marketing rules.</p> <p>Eg any use should reference the cost of credit and also include a representative example including certain information such as the annual percentage rate.</p> <p>It should also warn consumers of risk of disconnection, or self-disconnection, for non-payment of the charge on energy bills.</p>	<p>DECC is framing the Green Deal as a finance offer rather than an energy efficiency service, so the whole mark should be based on related rules.</p> <p>We do not want consumers thinking that the Green Deal mark means that they will automatically get certain standards and access to redress – unless this is the case, however they pay for the product or service.</p>
Sales and cold-calling		<p>Rules on cold-calling should primarily be driven by Consumer Credit rules and Financial Service Authority's <u>financial promotions</u> rules, and Privacy and Electronic Communications (EU Directive) Regulations 2003.</p> <ul style="list-style-type: none"> • No cold-calling sales. This should include unsolicited calls from the consumers' energy company, which may need additional protections to those already in place for cold-calling. Allowing energy companies to undertake unsolicited calls to their energy retail customers would be a significant barrier to new entrants, and their history of misselling in the energy retail sector shows that their model for unsolicited visits results in consumer detriment and dents consumer confidence • Green Deal assessments should only be undertaken as part of an appointment, with 	<p><u>Our work on cold-calling</u> is finally driving some energy companies away from cold-calling energy supply sales, and we are very concerned that it could come back under the cover of the Green Deal. Worse, misselling of energy efficiency measures will be significantly more detrimental than a missold tariff. Restrictions on cold-calling for the Green Deal must relate to those for cold-calling energy sales.</p> <p>However, we recognise that door-knocking has been a key feature of engagement by area-based programmes.</p> <p>We want the Code to explicitly set out the relevant parts of related regulations, rather than refer back to them. We want Green Deal providers etc working to a very clear rulebook, with no room for alternative interpretations.</p>

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		<p>consumers written agreement to the breadth of advice and notification of the duration of the visit. The appointment should take place only where the consumer initiates it, and the Green Deal Code could specify permitted routes for generating leads. It must be made clear to the consumer that the GDF service will be discussed</p> <ul style="list-style-type: none"> • Consider whether local authority and/or trading standards should locally license any door-knocking activity to collect expressions of interest: a) to ensure neighbourhoods not swamped by repeat calls b) to enable swift response to misselling and c) to enable community engagement activities • A ban on cold-calling, even to collect expressions of interest, premises where residents are known to be vulnerable such as sheltered housing or halfway houses. • No contracts to be signed during assessment visit. This is in addition to the cooling-off period. This is to allow for a) cooling off and b) shopping around for different quotes 	
		<p>We would also like a general duty to carry out sales calls in a professional and courteous manner (this is in the license condition for energy cold calling), and no cold calling zones should be respected, including where consumers have put their own signage discouraging cold callers (this is a clause in the ERA's energysure code).</p>	

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		<p>Also, companies must be prevented from inferring that they have to undertake a Green Deal assessment as part of a visit to undertake an activity that is a duty (eg safety checks or smart meter installation).</p> <p>Finally, there must be sufficient resources provided to enforce these regulations. This should include a role for Ofgem, which deals with cold-calling in the energy market, alongside OFT and DECC.</p>	
	6.4	<p>Agents must clearly agree the boundaries of a assessment visit,</p> <p>Including:</p> <ul style="list-style-type: none"> • Whether they are an independent or tied adviser, and what that means in terms of getting quotes and making payments • Inclusion of products and services that are not accredited by the Green Deal <p>Participants must be clear that benefits of the accreditation mark only apply to works undertaken as part of a Green Deal plan, and certain additional protections such as warranties may only apply to those taking out GDF to play for their Green Deal plan.</p>	<p>Consumers should not be protected from misselling under Green Deal standards only to be opened up to misselling in other areas where they have less stringent protections. If a Green Deal provider can lose their accreditation for pressure selling or misselling a Green Deal-accredited product in the home, they should also lose their accreditation for misselling any other product whilst undertaking a Green Deal-accredited visit.</p> <p>See http://www.consumerfocus.org.uk/files/2010/12/Green-Deal-and-soft-furnishings.pdf</p>

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	6.7	Disclosure of the nature of tied advice should be made before any advice provision and/or sales activity and should follow a standard defined format for disclosure.	How disclosure is made can have an influence on how consumers perceive the nature of a service (FSA consumer research on advice labelling ¹).
	6.12	<p>How will participants identify vulnerable consumers without asking consumers for potentially-sensitive information on the doorstep?</p> <p>We want specific reference to the needs of vulnerable consumers throughout this document as they will be following some distinct paths in the consumer journey, and will have require some particular protections.</p>	<p>Vulnerable consumers face particular risks:</p> <ul style="list-style-type: none"> • Targeted for pressure selling, as seen in the microgeneration market • Disconnection of energy supply for non-payment of GDF • Missold irrelevant products • Missold finance, particularly worrying where vulnerable consumers are currently under heating their home and so they will not realise sufficient savings to cover the GDF charge • Not given ECO support despite meeting criteria
	7.4	Consumer Focus asks that the complaints process is simplified, so that if the Green Deal provider is not able to resolve the complaint they must direct the consumer to the relevant Ombudsman.	<p>We want this process simplified to:</p> <ul style="list-style-type: none"> • Reduce confusion for consumers • Simplify messaging by advice organisations • Reduce time spent resolving complaints.
	7.8	Please review the timeframe within which complaints will be handled. This says eight weeks but the energy debt path is 28 days, so a consumer	We think complaints should be dealt with much faster, particularly where consumers are at risk of

¹ FSA (2009) Describing advice services and adviser charging, <http://bit.ly/sE2PJ7>

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		could end up disconnected their energy company before a complaint is handled.	disconnection.
Breaches of this Code	8.5.	A central register of Green Deal participants who have been struck off by the Green Deal (or any other approved energy efficiency scheme) should be held by the Oversight Body.	Certification bodies should not rely on disclosure by participants to obtain this information. A central register is also likely to be less onerous than ad hoc background checks.
ANNEX A		It is not clear how customers will be told about entitlement to support from the ECO. We think it should be included on the Green Deal advice report.	<p>If consumers are not told about their eligibility for ECO, both the Affordable Warmth and Carbon Saving components, by the Green Deal adviser, who will tell them? Consumers will have an expectation that advisers will be able to tell them about all assistance available in the energy services sector, and our preference is that this is built in to the Green Deal advice as this is a rare opportunity to provide tailored information to consumers.</p> <p>The Energy Companies must not be given an unfair advantage with their ability to offer ECO support, whilst other providers are prevented from doing so. The brokerage system needs to be integrated with the advice stage.</p>
		Who makes the consumer aware of other finance options? We think that providers may offer options, but want as a minimum a requirement on advisers to state that consumers may want to consider other funding options and how they should go about this.	

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	5	Remove 'methods for avoiding'	This needs further clarification: accreditation schemes must be separate from commercial providers or there is a loss of independence and trust.
	6	<p>More detail is needed on the Customer Charter for Green Deal assessors, and what such a Charter will contain.</p> <p>The Code refers to paragraph 7.15 for further information on Customer Charter – no paragraph 7.15 in document.</p> <p>Will the Oversight Body have copies of all charters, and provide guidance on best practice?</p>	Consumers and their representatives must be able to easily compare offers by companies, and this includes the quality of their service as set out in their charters.
	12	This should specify the different use of standard and operational assessments.	
	14	<p>This needs to be much clearer on where the line is drawn between impartial assessment and the provision of a, necessarily, provider-specific plan and quote. There is a clear sequence to this, which should not be blurred by cross-selling of unaccredited products and services (such as <u>soft furnishings</u>), or the input of false or incomplete information into the EPC software.</p> <p>We recommend the use of 'tied' and 'independent' adviser, so that terminology is the same as in the financial services market.</p>	<p>Without a clear delineation, consumers will not understand the difference between the impartial advice and the provider's proposal and related quote.</p> <p>A first step would be for much clearer language from DECC on these different stages.</p> <p>The FSA has undertaken consumer research on the independence of advice, and lessons should be learnt from this.</p>
Section 2	24	The assessment process should include in-person	In-person inspections are unlikely to pick up what is

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		<p>inspections; in particular, we believe that Certification Bodies must undertake mystery shopping to ensure the Green Deal assessment is conducted according to the Code of Practice, particularly with regard to impartiality, vulnerable consumers and hard-to-treat homes.</p>	<p>said to consumers in their homes on an informal basis; witnessed assessments are not appropriate way to assess true adviser behaviour in the home.</p>
<p>ANNEX B Section 1</p>	<p>Developing the Green Deal Quote</p>	<p>More detail is needed on what a Green Deal quote will contain. Green Deal offers will incorporate actual costs, actual energy use (where known) and (at some point in the future) specific performance values so will provide a more accurate calculation of the Golden Rule.</p> <p>We believe the Green Deal offers to be set out in a clear, comparable format except for the aspects relating to GDF (which are covered by the Consumer Credit legislation).</p>	<ul style="list-style-type: none"> • Consumers will be confused by offers that present costs and savings in different formats, and find it difficult to compare offers due to different use of small print • Consumers may be encouraged to focus on 'lowest cost' offers in a race to the bottom, rather than consider 'highest saving' which will leave them better off • Third party advice services will find it difficult and costly to compare offers, and to automate that process
		<p>Among other things the quote should cover:</p> <ul style="list-style-type: none"> • Estimated savings • Treatment of potential additional costs (incl. damp, disrepair and asbestos) • Extent of 'making good' works 	<p>The presentation of estimated savings must be regulated by the Code, as this could have a significant influence on consumer decision-making, and may be open to abuse by the provider – particularly in the case of vulnerable consumers who are under heating their homes.</p> <p>Further, if providers are to use the 'Golden Rule' or variations on that concept, then the Code must specify how this is calculated.</p> <p>This should include clarity on what tariff is used for the calculation of costs and savings, and prohibit in-home</p>

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			<p>tariff switching by energy suppliers or any of their commercial partners as part of a Green Deal visit as experience in this market shows they may leave consumers worse off. However, consumers should be told about switching sites and helplines, and provided with a list of accredited switching providers.</p> <p>Suppliers may differ in their approach to handling unexpected costs, and it must be made clear upfront to consumers who pays for these.</p>
		<p>Is there any guideline on the package that a provider should quote on, eg options must include a package that maximises energy savings based on products within the providers' range? Consumers should be shown the package of measures that would have the biggest impact on their energy use, not just the most cost-effective measures.</p>	<p>If the Government wants 80 per cent cuts in carbon, and if future consumers are to be protected from rising fuel prices, then it is insufficient to provide consumers with advice that includes only cavity wall and loft insulation, for example. We are very concerned that Green Deal advice will only be a very gentle nudge, and that they will not take the opportunity to maximise benefits. It is also a missed opportunity to educate consumers about the full potential of their property.</p> <p>Further, it should not remain up to the Green Deal provider to pick what measures the consumer should install, as they will of course select those with the largest margin. The consumer needs a range of options, and those need to be presented in a way that they can compare options from other Green Deal providers.</p>
	1	Prohibit the unsolicited sale of products and services not accredited by the Green Deal	We are opposed to the sale of any unaccredited items in the home unless the potential sale of these products or services is agreed upfront as part of a

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			<p>written appointment (eg setting up bathroom design advice).</p> <p>This protection should be in place, however Green Deal measures are financed.</p>
	2	The Green Deal provider should also notify consumers that they can fund the measures through other means than GDF	
	5	Replace reference to GDF with Green Deal Plan	The Code of Practice must cover all Green Deal plans regardless of whether GDF is used.
	6	<p>Can this be enforced? We understand why providers will want to check key details, and potentially undertake a structural survey dependent on the measures that show potential from the initial assessment.</p> <p>And how are resultant liabilities managed?</p>	Assessments could have a high cost if all advisers need to be able to undertake structural surveys as standard; equally, we want the necessary surveys undertaken prior to the preparation of quotes and signing of contracts.
	7	Regulations should be restated in the Code, with the Code updated as and when there are changes to regulations.	It is a significant burden to stakeholders to have to refer through to multiple strands of legislation and regulation. And we do not want any uncertainty.
	11	Households with lower-than-average energy use who are also financially-stressed should be directed to ECO financing if they are in the Super Priority Group. If not, the Green Deal adviser and/or Green Deal provider should offer a package of measures for tailored to their occupancy rather than standard occupancy.	As consumers will have their energy supply disconnected for non-payment of the Green Deal charge, we think it is irresponsible to lend to consumers who under-heat their homes if that finance is based on standard occupancy but we still want these households to be able to benefit from energy efficiency improvements.

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		Households which are not financially-stressed should also be offered a package of measures for tailored to their occupancy alongside that for standard occupancy.	The concept of the 'Golden Rule', where savings are greater than or equal to repayments will be central to consumers' understanding of the Green Deal.
	15	Replace reference to GDF with Green Deal Plan or energy plans	The Code of Practice should cover the provision of Green Deal plans regardless of whether GDF is used.
	15	<p>We want the quote to use standard fields in a standard format to enable comparison.</p> <p>We understand that a common format is required for the provision of a quote on the cost of finance. This should not be confused with the additional need for a common format for the presentation of products, the costs of their installation and the potential savings.</p> <p>Such information would have to be provided in a separate document to the finance offer(s).</p>	<p>Consumers are not primarily choosing finance, they are choosing what changes they are making to their property. The design of the scheme must facilitate this decision-making.</p> <p>Consumers may be confused by different types of measure (eg solid wall insulation) having a different impact.</p> <p>Communication of claims in Plans needs to be tested in order to understand how the performance of different products can be communicated clearly, credibly and in a comparable way. See http://bit.ly/zoTFbN</p>
	18	Consumers should be shown how the charge will be communicated to potential buyers or tenants	There is a risk that the property market will mark down the value of properties that are carrying this charge – although we hope that energy efficiency will be valued more highly through the provision of clearer EPCs and additional fiscal incentives.
ANNEX B Section 2	28	Clarify the Green Deal provider should notify consumers of consents required at the pre-contracting stage.	Consents should be in place before Green Deal contracts are signed, following lessons learnt in the microgeneration sector where consumers have signed

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		As the Green Deal provider should obtain copies of consents before the Plan is entered into, it should not therefore have need to recover costs from consumers who have not received the correct consents.	contracts without the relevant consents in place and therefore losing their deposits when they are unable to get consent from freeholders (for example).
	d.	Please reorder this to better reflect the sequence of the consumer journey	
	33	More detail is required on the 'customer charter' for Green Deal providers, what it will contain and how it will differ from the customer charter for Green Deal advisers.	
	35	<p>Please specify in the final line savings 'expected to be realised'</p> <p>Further, agree with gas suppliers that they will honour this. Consumers should not be left to negotiate this on a case-by-case basis.</p> <p>It should also be made clear that this is not a fixed deal, and will depend on their use.</p>	
	39	Consumers should be advised on shopping around at the assessment stage.	
ANNEX B Section 3		Please reorder this to better reflect the sequence of the consumer journey.	The identification of a vulnerable building should be done at the assessment stage. The development of an integrated package of measures should be done at the quote stage. Identifying and seeking consents (such as Listed Building Consent) should be done at

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			the pre-contracting stage.
ANNEX B Section 4	54	There needs to be a central repository. For example, we have recently heard a lot about consumers who do not even know who their energy supplier is.	
	59	Consumer Focus asks that the complaints process is simplified, so that if the Green Deal provider is not able to resolve the complaint they must direct the consumer to the relevant Ombudsman.	We want this process simplified to: <ul style="list-style-type: none"> • Reduce confusion for consumers • Simplify messaging by advice organisations • Reduce time spent resolving complaints
ANNEX C	19	Is the Product Characteristics Database the same as the Product Performance Database?	

Vulnerable consumers

For information, here is how vulnerability affects consumer protections in the energy retail market.

Definition of vulnerable, as used by the ERA safety net:

A customer is vulnerable if for reasons of age, health, disability or severe financial insecurity they are unable to safeguard their personal welfare or the personal welfare of other members of the household.

Throughout the Ofgem and Consumer Focus review of vulnerable consumer disconnection in 2009^{2[1]} we raised a number of concerns about the ERA Safety Net, the self-regulatory framework currently in place to protect vulnerable consumers from disconnection. Most notable was the issue of disparity in the way that energy suppliers define 'child' in a vulnerable household. This currently ranges from one supplier defining a child as under five years old and in a financially insecure household as vulnerable, to another supplier defining a child as under 18 years old, with or without financial insecurity as a contributing factor. While we are aware of the difficulties that the energy industry faces in agreeing a minimum definition, this disparity erodes the protections that the protections framework seeks to guarantee, and could potentially lead to damaging or dangerous consequences.

Furthermore, only the big six suppliers are currently members of the voluntary ERA Safety Net. The 10 small suppliers currently operating in the domestic market therefore sit outside these limited self-regulatory protections. This is unacceptable and we want a definition that delivers consistent protection both across energy services and across energy suppliers.

Consumer Focus continues to advocate for all children to be protected, not least to meet the requirements of international legal standards regarding the welfare of children. We have asked Ofgem to consider including this in its licence condition given the failure for this to be addressed voluntarily. It is our view that, as an absolute minimum, all families on means-tested or disability benefits with children under 16 years old (plus all families with children under 12), must fall within the safety net definition.

Further to this, the licence condition to protect vulnerable consumers from disconnection is quite specific:

27.10 The licensee must not Disconnect, in winter, a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Electricity if it knows or has reason to believe that the customer is of Pensionable Age and lives alone or lives only with persons who are of Pensionable Age or under the age of 18.

27.11 The licensee must take all reasonable steps to avoid Disconnecting, in winter, a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Electricity if the occupants of the premises include a person who is of Pensionable Age, disabled or chronically sick and to whom paragraph 27.10 does not apply.

As DECC are removing a longstanding consumer protection to allow disconnection for non-payment of services other than energy supply, a move that we oppose, we expect these protections to be strengthened for the Green Deal – particularly in regards to the needs of children as outlined above.

² <http://bit.ly/dP5Za2>

Finally, Consumer Focus has a duty under Section 13 of the CEAR Act to deal with cases where the consumer has been disconnected or has been threatened with disconnection, including prepayment off-supply cases. Consumer Focus also has powers under Section 12 to deal with energy or post cases received from vulnerable consumers.

Cases are referred to Consumer Focus by a number of different agencies and through several different channels. The bulk of these referrals are received from Consumer Direct. Other referral routes include Regulators, Redress Schemes or MPs/MSPs/AMs.

Consumer Direct is the first tier of advice for consumers, so any priority or urgent cases are Mid Call Transferred from Consumer Direct to Consumer Focus's Extra Help Unit (EHU) and all other cases are received via e-mail or written referrals. It is not known how such referrals will be made or how calls will be handled in future, as this is currently under consultation by BIS and the consumer landscape review. We want these functions to continue whoever takes up the statutory powers and duties currently resting with Consumer Focus.

Consumer Focus uses a wide definition to take account of the complex nature of a person's vulnerability at any point in time³. For example, people *can* be vulnerable for any of the following reasons:

- Medical – chronic illness or reliance on medical equipment
- People who may need support – some people with a mental health or communication support need, or a learning disability
- Personal reasons – life changing circumstance (divorce, bereavement, redundancy, etc), drug/ alcohol problems, debt, SME facing closure, elderly, young children at property, low income

Complex cases

Our definition of a vulnerable consumer also includes cases where the consumer is effectively rendered vulnerable due to the complexity of the issue. Examples include:

- Meter/address mix ups
- Back billing
- Transfers
- Distribution complaints (involving alterations)
- Billing consumption complaints

Micro-business cases

Consumer Focus also has a duty under the CEAR Act to assist vulnerable micro-business consumers. A micro-business must meet one of the following criteria:

- Has less than 10 full time equivalent employees and an annual turnover or annual balance sheet total of less than €2 million a year or
- Uses less than 200,000 kWh of gas per annum
- Uses less than 55,000 kWh of electricity per annum

Micro-business consumers can be vulnerable for any of the following reasons:

- Usage at premises is for mixed domestic and non-domestic purposes

³ This definition and the referral arrangements between Consumer Direct and Consumer Focus were developed in consultation with industry as part of the Customer Journey Working Group Process in 2008.

- Disconnections for alleged theft/ meter interference
- Business that remains disconnected or being refused a connection as a consequence of a deliberate act by a supplier
- Reconnection has taken place but concern remains about the manner in which the disconnection took place or any sum owed by the consumer
- Where the non domestic consumer has been deemed as vulnerable:
 - personal circumstances
 - urgency of situation
 - complexity

We want micro-businesses to be included in the definition of vulnerable due to their particular vulnerabilities as recognised both in the CEAR Act and the Consumer Credit Act (as we understand it), and the need for joined-up policy across energy services.