

Comments on Draft Green Deal Framework Regulations

Section of Draft Regulations	Draft Regulation	Consumer Focus comment/ask	Rationale
Part 1	2	<p>Clarify 'energy plan' and 'green deal plan', and how a relevant energy plan relates to/differs from a Green Deal plan and/or use of Green Deal finance</p> <p>The Framework Regulations should be clearer throughout as to which provisions apply to Green Deal finance and which apply to Green Deal packages more generally.</p>	Term 'energy plan' is not clear. If an energy plan is not always a Green Deal plan, how will consumer protections differ?
		The regulations specify "domestic property" and "non-domestic property". Are they able to handle mixed mode properties, where landlords want to deliver improvements to the whole property?	The framework regulations must be able to handle all types of property and tenure arrangements.
	2	Define "improver"	Government must be clear on all terminology, specifically those terms that relate to payment for works.
		Define 'independent assessor'. The Regulations refer to "or the assessor, including an independent assessor" (eg in Clause 78)	Consumers and their representatives need to understand the benefits offered by an independent assessor. We think it should align with the terminology in the financial services market.

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		<p>We disagree with the focus on Green Deal finance. As indicated in point 3.1, Green Deal finance 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.</p> <p>We would like to see a clearer distinction between the Green Deal (the scheme) and Green Deal finance (as an enabler, not a pre-requisite) throughout the Framework Regulations.</p>	We welcome Green Deal finance as an option, but cannot support the hinging of consumer protections in the energy efficiency market on how a service is paid for.
Part 2	6(2)(b)	How can a certification body provide the Secretary of State with a list of members prior to gaining authorisation to act as a green deal assessor certification body?	
	8(1)(c)	The accreditation body should be responsible for notifying Government when accreditation for a certification body is withdrawn or expires	Government should not rely on participants to disclose when they are no longer accredited as a certification body
	9(2)(b)	Add after “green deal assessors”... “where not members of other AB”	Assessors may change AB if authorisation is expiring.
Part 6	23(1)	Who will enforce this? We understand that assessments of advisers will not include the offer/sales process and so there is a worrying gap in the monitoring and enforcement of consumer protections.	We cannot see how vital protections will be monitored and enforced
	23(2)	Consumer Focus has asked that the complaints process is simplified, so that if the Green Deal	We want this process simplified to:

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		Provider is not able to resolve the complaint they must direct the consumer to the relevant Ombudsman.	<ul style="list-style-type: none"> • Reduce confusion for consumers • Simplify messaging by advice organisations • Reduce time spent resolving complaints
	23(3)(a)	Clarification is needed on how the independence of the conciliation service from the Green Deal Provider and its impartiality will assured, with particular reference to how the ICS is remunerated	It will be hard to guarantee independence if the conciliator is financially dependent upon one of the parties involved in the conciliation process
	23 (8)	The value of surety bonds the Green Deal Provider is required to hold should reflect the value of the Green Deal plans held by the Provider.	Surety bonds are required to meet the existing and future obligations and liabilities arising in relation to the provider's Green Deal plans. It is therefore appropriate that the value of the bonds reflects this, rather than requiring all GD Providers to hold the same value of bonds.
	24 (1) & (3)	Clarify the distinction between energy plan and Green Deal plan	
	24 (2)	Consent processes as set out in regulation 41 should be met at the plan is made	
	26 (b)	Detail is required on how the transfer of Green Deal plans to from one Green Deal provider to another will be mandated, particularly in cases where the former is insolvent. It may be necessary to impose an obligation on Green Deal providers to accept plans; Energy suppliers who are acting as GDPs perhaps best placed to take on these obligations. A further issue regards standards of	

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		customer service provided to ‘transferred’ consumers. These should reflect the standards provided for by the consumer’s Green Deal plan, which may be higher than those provided for by the GDP who receives the plan.	
Part 7	28	How will this register approach protect consumers from salespeople that sell on behalf of Green Deal providers, but are not employed or sub-contracted to them. We continue to ask that more attention is given to regulation of the sales process, including formal registration of those accredited to provide quotes to consumers.	<p>Salespeople must be able to explain how the Green Deal works, and what measures will mean for the household both in terms of short-term disruption and longer-term benefits.</p> <p>We are concerned that Government has no plans to accredit these skills for this group of people. It is not only an issue for consumers but it is also a reputational risk for Green Deal providers who may use unscrupulous salespeople due to the lack of a register.</p>
Part 9	32 (1)(b)	Replace ‘readily accessible form’ and specify a standard format, including but not limited to access to the relevant entry on the online database of Green Deal advice reports.	<p>The results of the Green Deal assessment should be presented in a standardised format based on consumer testing. We believe this should be integrated with the EPC. The format should:</p> <ul style="list-style-type: none"> • maximise consumer understanding and decision-making • facilitate shopping around and the development of quote by Green Deal providers
		This section must address the issue of withholding payment. At what point does the consumer own	

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		their EPC in a way that allows them to use it to shop around. This must be considered for the different potential business models.	
	32 (1)(b)(i)	Specify 'person or persons for whom report was prepared' must include resident and owner of the property.	A Green Deal Provider must not be able to withhold the outcome of a report from a consumer to prevent shopping around
Part 10	33(4)(a)	The SAP edition must be open for amendment	The SAP is revised regularly.
	36 (2)&(3)	We believe a standard format for the information provided in the quote needs to be specified. This should also include the net savings made for the different periods of the plan.	A majority of consumers would prefer to shop around between different Green Deal providers. However, consumers will be confused by offers for Green Deal Plans that present costs and savings in different formats, have different ways of handling unexpected costs, and will find it difficult to compare offers due to different use of small print
	36 (2)(a)	<p>More detail is required on the methodology for calculating estimated savings. We want this to support estimated savings for named products, to encourage innovation for those that deliver greater savings.</p> <p>This point also seems to conflict with the need to show cumulative savings from a range of products, as the savings from those installed last will be affected by the energy saved by the first measures.</p>	Needed to ensure a fair comparison of savings offers between Green Deal Providers
	36 (2)	Add a clause to require supplier to set out what	We think the hassle is a barrier to uptake and so do

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		work is required from the resident or owner of the property, such as moving storage or removing shelves, or redecoration	not want a race-to-the-bottom on the basis of cost; where installers externalise work on to residents that must be clearly stated so that they can weigh up the benefit of using a scheme that does some of the hard work for them (all provided it is within the Golden Rule of course, if it is to be paid for by GD finance).
Part 11	39 (4)	Remove references to variable interest rates on (the most appropriate component of) the fuel and light index	<p>We believe this approach creates risks for consumers that outweigh the benefits. Notably it</p> <ul style="list-style-type: none"> • would be likely to lead consumers to be paying a much higher overall level of interest over the life of the plan • could in certain cases lead a ‘double whammy’ of high interest repayments and high energy bills
	39(5)	The plan must clearly state that some small suppliers may not participate in the scheme so it could affect consumer choice of suppliers.	
	43	<p>The consultation document states that ‘Energy suppliers will be required to inform the Green Deal Provider in the event that a change is made to the metering arrangements at the property. This will enable the Provider to contact the GD customer and decide whether it would be appropriate to require early repayment in those circumstances.’</p> <p>These regulations do not refer to any repayment as a result of a change in meter and we strongly</p>	

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		support this approach: meter changes are not a reason in themselves for opening up discussion of early repayment.	
Part 12	54	Acknowledgement must be made in writing	This section relates to tenancy or licence agreements that are not made in writing, so it must be clear that agreements must be made in writing. Consumers must have full knowledge of their responsibility to pay the charge, and landlords must disclose the presence of the charge and keep a record of that disclosure.
	60	Add additional sub-clause so that a Provider can 'complain' about poor quality assessments.	This is necessary so that evidence of poor quality advice is fed back to the Certification Body. We cannot identify scenarios in which an assessor will need to complain about the Provider, but this may need to be built into the Framework Regulations
Part 13	63(1)	This question contradicts the text in the consultation, which asks if "30 days after receiving the first electricity bill is an appropriate time limit within which someone can dispute disclosure of the Green Deal . We agree that the 30 day deadline should apply for starting, rather than completing, the dispute process.	The process cannot be completed because energy suppliers have eight weeks (which is 40 working days) to resolve a complaint before it is taken to the Ombudsman. However this limit is for problems that are within the energy supplier's ability to solve. The resolution process for disputed disclosure of a Green Deal charge could encompass landlords, estate agents, the EPC assessor, vendors and/or solicitors as any one of these parties could be found to be at fault for non disclosure.
		There will need to be a separate approach for pre-payment meters as they often only get an annual statement but will be paying the GD charge from	

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		the first top-up. We think there should be a requirement on landlords to notify the energy supplier of new tenants' details and request a disclosure letter to the tenants. This is in addition to disclosure via the EPC, and should not prevent the tenant from switching once they have taken up residence.	
	71(2)	What if there is no EPC? This does not seem to deliver any protection to consumers who have not had an EPC presented to them.	
	78	This clause makes reference to an 'independent assessor'. Has this term been formally defined – we think it should to ensure that consumers can be sure they get the full benefits of using an independent provider.	
Schedule 13	1	<p>The Green Deal Provider's annual report should contain more information, including but not limited to:</p> <ul style="list-style-type: none"> • List of Green Deal measures taken up and how this relates to measures recommended by the Green Deal advice report • Length of time taken to resolve complaints 	The Green Deal provider's annual report provides an important opportunity to gather information on the take-up of the Green Deal. This includes monitoring whether or not consumers are taking up a package of measures recommended by the Green Deal advice report.
	1(a)-1(b)	Clarification needed on 'Green Deal Plans' and energy plans	

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	1(e)	Add 'and the length of time taken to resolve complaints'	