

Domestic Green Deal Advice Training

Customer protection, Customer journey,
audit, GDAS-GDA responsibility's



Consumer protection



Consumer Protection

Consumer protection is vital to underpin the success of the Green Deal and is built into every stage of the customer journey.

In the event something goes wrong for the customer, clear and accessible mechanisms to enable redress will be vital.



Consumer Protection

Consumers are protected throughout the Green Deal customer journey through:

- an impartial advice line and website;
- safeguards on the selling of the Green Deal;
- an objective assessment from an authorised assessor;
- existing legislation governing mis-selling, unfair trading practices and consumer credit agreements;
- the requirement for the improver to obtain the necessary consents;
- authorised installers meeting high standards;
- clear obligations on Green Deal participants to work within a robust Code of Practice;
- clear confirmation procedures before the Green Deal charge can start to be collected;
- collection of the charge through the electricity bill, which is regulated by Ofgem;
- clear processes to follow when a property changes hands, to ensure people know about the Green Deal before they move in; and
- making it clear before a customer enters into a Green Deal plan, situations when a customer may be required to pay the Plan off early.



Consumer Protection

How are people protected from mis-selling in the Green Deal?

- Existing regulations already protect consumers from unfair sales practices and provide safeguards where distance and doorstep selling is involved against unfair..

- Doorstop selling
- Distance selling
- Terms of contracts



Consumer Protection

Off premises contracts (doorstep selling)

•The 'Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2008' (the Regulations) are aimed at traders who enter into a contract with a consumer at their home or workplace and also cover contracts made at another individual's home or on an excursion organised by the trader away from their business premises.

[Cancellation of Contracts in a Consumer's Home or Place of Work etc. Regulations 2008](#)

The Regulations:

- cover contracts that are made during both solicited and unsolicited visits by traders
- apply to all contracts with a total payment of more than £35 and they provide consumers with a minimum seven calendar day cooling off period and cancellation rights
- require cancellation rights to be clearly and prominently displayed in any written contract or provided in writing if there is no written contract
- mean consumers have the safety net of a good cooling off period. They also help to tackle underhand tactics used by rogues who take advantage of loopholes in the law

Further guidance for businesses can be found on [Business Link](#).



Consumer Protection

Cold Calling:

- In addition to the 7 day cooling off period , Green Deal requires a cooling off period of at least one day after a cold calling approach before a Green Deal assessment can be carried out,
- unless requested by the customer and written consent is obtained.
- Green Deal participants are required to respect no cold call requests, whether face to face, by phone, electronic communication, or if "No Cold Call" stickers are displayed



Green Deal & ECO

Distance Selling Regulations

“Distance selling means selling and buying by phone, mail order, via the Internet or digital TV.”

Distance selling transactions are generally covered by normal buying and selling legislation, but they are also covered by the Distance Selling Regulations (DSR).

The DSRs implement EU Directive 97/7/EC and, for most goods and services, provide additional rights to consumers buying at a distance.

The protection includes:

- the right to receive clear information about goods and services before deciding to buy
- confirmation of this information in writing
- a cooling off period of seven working days in which the consumer can withdraw from the contract
- protection from credit card fraud



Green Deal & ECO

Unfair Terms in Consumer Contracts

- The Unfair Terms in Consumer Contracts Regulations (UTCCRs) protect consumers against unfair standard terms in contracts they make with traders. The OFT and other approved bodies can take legal action to prevent the use of such terms.
- In general, companies are free to use whatever contractual terms and conditions they consider reasonable.** Companies must ensure that these terms and conditions are not unfair.
- An unfair term is defined as one which, contrary to the requirements of good faith, causes a significant imbalance in the parties' rights** and obligations under the contract to the detriment of the consumer.
- The OFT can act to stop the terms it considers unfair, if necessary seeking an injunction through the courts.



Green Deal & ECO

How are people protected from mis-selling in the Green Deal?

- **The Consumer Credit Act 1974 also provides safeguards for people entering into consumer credit arrangements.** Further information can be on the DirectGov website.
- Green Deal assessor, installer and provider details will be held on a central register so consumers will be able to check that they are legitimately using the Green Deal logo and abiding by the Code of Practice.
- Consumers will be able to have confidence in the energy saving assessments because these, which will be based on standardised methodology which will produce an energy savings estimate, will be underpinned by a robust qualification and authorisation framework for Green Deal Assessors; and a robust redress process should anything go wrong.



Green Deal & ECO

What proof is needed that consent to the Green Deal has been provided?

- In signing up to a Green Deal Plan the customer will need to ensure they have the appropriate consents in place for the charge and for installation of the agreed measures.

- **This will include consent from the current energy bill payer and the owner of the property.**

- Requiring that proof of the appropriate consents is provided to the Green Deal Provider protects property owners and current energy bill payers as well as future owners.



Green Deal & ECO

How will you know if an installer and the measures installed are Green Deal authorised and how can you trust the standards of work?

- Only authorised installers will be able to identify themselves as 'Green Deal Installers' and use the Green Deal Quality Mark.
- Authorised installers will be certified under the relevant certification scheme for their trade.
- Trade certification schemes will be accredited by UKAS to have met the Green Deal standard, which is being developed by the British Standards Institute in consultation with industry stakeholders.
- The standard of installation will be appropriately guaranteed.
- The measures themselves will need to have passed certain performance tests and be certified as meeting minimum standards before they can be supplied and installed under the Green Deal.



Green Deal & ECO

When do payments start on the Green Deal?

- The Green Deal Provider will inform the customer's electricity company about their Green Deal Plan, so the Plan instalments can start to be collected through their electricity bill.
- The energy supplier will then write to the new Green Deal Plan customer confirming the Plan details and notifying them of when they will start to collect Plan instalments through the electricity bill.
- Customers will be free to continue paying their electricity bill via the same method and frequency as before they entered into a Green Deal plan.



Green Deal & ECO

What happens if something goes wrong?

- **The Green Deal Provider will always be the first point of contact to resolve any problems with a customer's Green Deal.**
- They will seek to resolve the matter, through their authorised sub-contractors, and, where requested by the customer, through an Independent Conciliation Service.
- If the matter cannot be resolved to the customer's satisfaction, the matter can be referred to the Energy Ombudsman Service, or the Financial Ombudsman Service, dependent on the issue in dispute.



Green Deal & ECO

What happens if people have difficulty paying their electricity bill when a Green Deal charge is added?

- **The Green Deal is designed so that the estimated energy bill savings should not be less than the Green Deal Plan instalments, so there should be no reason for people to fall into arrears because of the Green Deal.**

- In addition, consumers are already protected through obligations on energy companies to treat people fairly when they fall into arrears and these will extend to Green Deal payments.



Green Deal Plan in excess of £10,000

Green Deal Plan in excess of £10,000

- **The requirement on Green Deal Providers to ensure customers have received three quotes for Green Deal Plans in excess of £10,000**
- This is an important safeguard for customers.
- This requirement only applies where the amount of Green Deal finance offered exceeds £10,000.



Low Energy User

Low Energy Users

- If a lower than average energy user wishes to take out a Green Deal finance, the Green Deal Provider must obtain a written acknowledgement that they are aware that, based on their energy use, the Green Deal charge may not be fully offset by their energy savings.



Liability

Buying a property with a Green Deal charge

- The current owner or landlord will need to obtain a written acknowledgement from the buyer, prospective tenant or licensee, showing that they are aware of the charge and understand they are bound by the terms of the Green Deal Plan and are therefore liable to pay the charge

Renting a property with a Green Deal charge

- In the case of oral tenancies and licences, the prescribed form of acknowledgment would be given in a standalone document signed by the person giving it

Disputes

- In a case where disclosure is disputed, the new bill payer can seek redress within 90 days after receiving their first electricity bill at that property



What a customer should expect

1. The **expected financial savings must be equal to or greater than the costs attached to the energy bill**, known as “the golden rule” of the Green Deal.

2. The **measures must be approved** and the claimed bill savings must be those accredited through this process.

3. The measures installed must have been recommended for that property by an **accredited, objective adviser** who has carried out an assessment.

4. The measures must be installed by an **accredited installer**.

5. For householders, the Green Deal provider must give appropriate advice within the terms of the **Consumer Credit Act** and take account of the individual circumstances of the applicant.

6. The Green Deal provider must have **consent** from the relevant parties, including the express consent of the current energy bill-payer.

7. The presence of a Green Deal must be **properly disclosed to subsequent bill payers (e.g. new owners or tenants)** alongside energy performance information.

8. Energy suppliers must collect the Green Deal charge and pass it on within the **existing regulatory safeguards** for collecting energy bill payments – including protections for vulnerable consumers.



Useful web sites

Department for Business Innovation and Skills:

<http://www.bis.gov.uk/policies/consumer-issues/buying-and-selling/off-premises-contracts-doorstep-selling>

<http://www.bis.gov.uk/policies/consumer-issues/buying-and-selling/distance-selling>

<http://www.bis.gov.uk/policies/consumer-issues/buying-and-selling/unfair-terms-in-contracts>



Audit



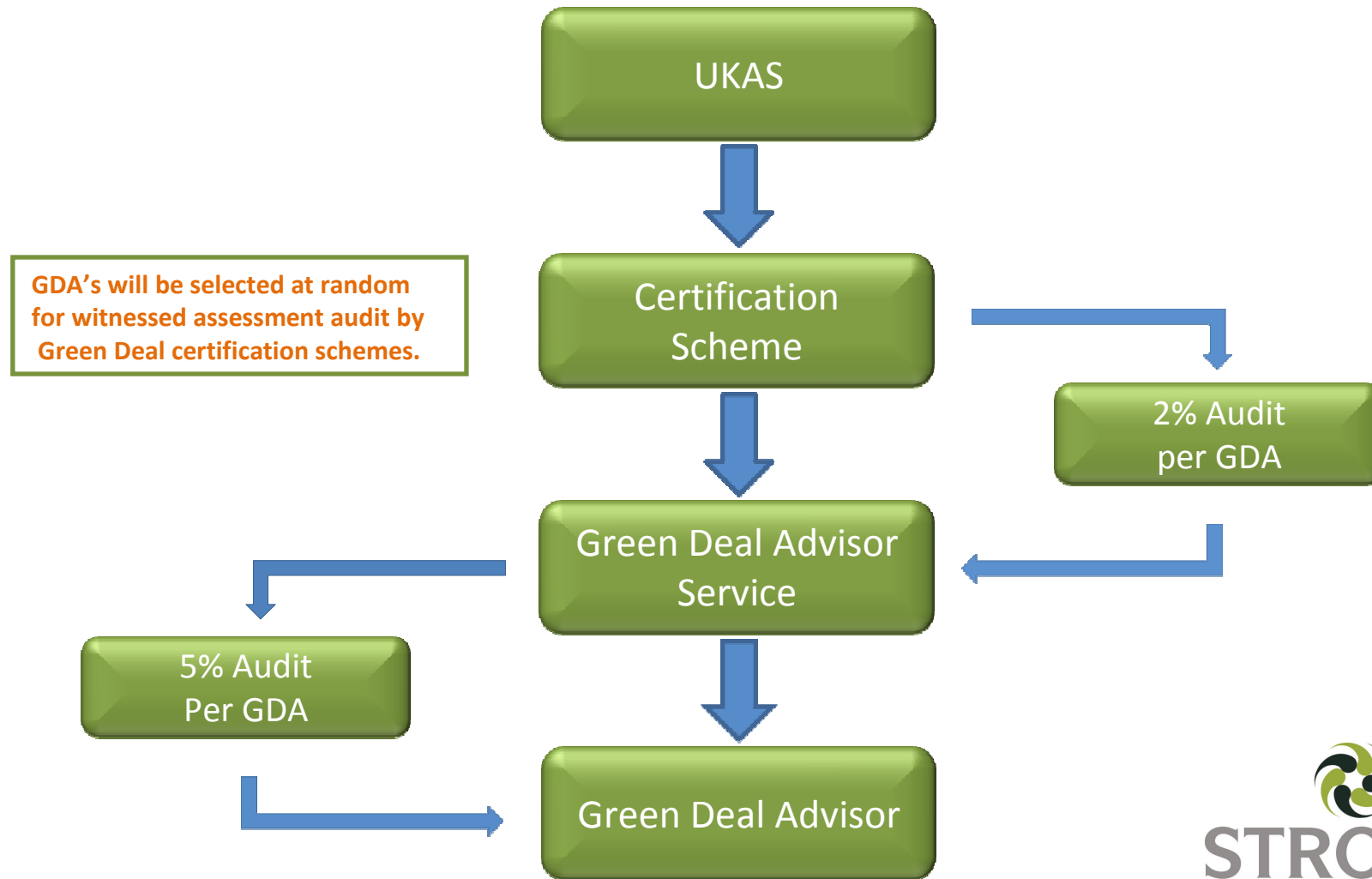
Audit Type & Frequency

| Organisation details | GDAS Organisation | GDAs | Audit type → | Certification Audits | | | Green Deal Advice Report audits GDA |
|----------------------|-------------------|------|------------------|--|--|--|--|
| | | | | Certification audit every 5 years GDAS | Desktop annual surveillance audit GDAS | Witnessed assessments (in the first six months and ongoing at least every 12 months) GDA | |
| | 1 | 1 | Sample size → | 1 | 1 | 1 | Domestic GDAR: 2% audited per year. As a minimum, per each domestic GDA, one domestic GDAR every three months Non-domestic GDAR: 2% audited per year. As minimum, per each non-domestic GDA, one non domestic GDAR every six months |
| | 1 | 2 | | 1 | 1 | 2 | |
| | 1 | 5 | | 1 | 1 | 3 | |
| | 1 | 10 | | 1 | 1 | 4 | |
| | 1 | 20 | | 1 | 1 | 5 | |
| | 1 | 30 | | 1 | 1 | 6 | |
| | 1 | 50 | | 1 | 1 | 8 | |
| | 1 | 100 | | 1 | 1 | 10 | |
| | 1 | 150 | | 1 | 1 | 13 | |
| | 1 | 200 | | 1 | 1 | 14 | |
| | 1 | 250 | | 1 | 1 | 15 | |

GDA's will be selected at random for audit by Green Deal certification schemes for audit.



Desktop Audit



Requirements for the Management and Monitoring of the Green Deal Advice Service

Robust and Credible Management Systems

GDAS must have a Quality management system

All GDAS's must have written procedures for dealing with their business activities

- a) Control of documents;
- b) Control of records;
- c) Control of non-conforming products;
- d) Corrective action;
- e) Preventative action;
- f) Internal audit; and
- g) Management review.



Requirements for the Management and Monitoring of the Green Deal Advice Service

Selection and Work Assignment

GDAS shall assign contracted GDAs to carry out domestic and/or non-domestic Green Deal assessments as appropriate to their qualification and accreditation for the country in which the assessment is to be carried out.

GDAS shall maintain a record of the contracted GDAs assigned to each Green Deal assessment. Details of the GDA who conducted the Green Deal assessment shall be shown in the Green Deal Advice Report.



Requirements for the Management and Monitoring of the Green Deal Advice Service

Continuing Professional Development

In England and Wales, Organisations shall facilitate contracted GDAs' maintenance of their competence to practice as DEAs/ NDEAs (as applicable) according to the Continuing Professional Development (CPD) requirements of their certification Scheme.

Continued...



Requirements for the Management and Monitoring of the Green Deal Advice Service

CPD

GDAS will ensure that contracted GDAs have access to any pre-approved training and CPD required to maintain their competence to practice under the Green Deal.

In particular, GDAS will ensure that their contracted GDAs undertake appropriate CPD in response to changes relating to:

- **Software for carrying out Green Deal assessments;**
- **The National Occupational Standards relevant to GDAs;**
- **The Green Deal Advisor Syllabus;**
- **Changes in Green Deal eligible measures; and**
- **Policy/ regulatory changes,.**
- **Development areas and feedback highlighted by Certification Bodies as a result of certification and surveillance audits;**
- **A performance appraisal that identifies a development need.**
- **Corrective action identified through monitoring activities.**
- **Customer feedback**



Requirements for the Management and Monitoring of the Green Deal Advice Service

Green Deal Assessment Control – Documents, Record Keeping and Information Management

GDAS shall establish and maintain records containing at least the information identified in relation to each Green Deal assessment undertaken:

- Location of the assessment
- Type of assessment i.e. domestic/ non-domestic
- Dates of assessment commissioning, delivery and completion
- Reference number for the lodged elements of the Green Deal Advice Report
- Details of any problems encountered and corrections agreed
- Name of GDA who carried out the assessment
- Customer complaints
- Insurance claims
- Site notes, photographs and other supporting information relating to the domestic occupancy assessment for Green Deal, and the non-domestic Green Deal assessment.



Requirements for the Management and Monitoring of the Green Deal Advice Service

GDAS shall ensure that all information associated with the provision of the Service, is securely stored for a minimum of **seven years**

GDAS will have systems to ensure data protection and register with the Public Register of Data Controllers by notifying the Information Commissioner's Office (ICO). Organisations shall ensure that information obtained by contracted GDAs remains confidential outside of requirements to provide that information to the parties at (a) to (e) of this clause:

- a) **The organisation or individual who has commissioned the work;**
- b) **The GDA for the purpose of preparing a quotation;**
- c) **Where required, the Certification Body;**
- d) **Where required, the Green Deal Oversight and Registration Body; and**
- e) **Lodging the elements of the Green Deal Advice Report on the appropriate registries.**



Requirements for the Management and Monitoring of the Green Deal Advice Service

Interaction with Customers

GDAS will instruct all GDAs on how to interact with customers, with respect to:

- a) The collection of pre-visit information;
- b) Pre-notified customer requirements and expectations particularly issues of work timing and access;
- c) Organisation-stipulated customer service requirements;
- d) Customer questions or requests for information;
- e) Customer request for other services outside the scope of the GDA role and this Specification;
- f) Customer complaint or other customer feedback in respect of the assessment or assessment process – including how to record and who to inform;
- g) Cost of assessment; and
- h) Meeting the GDAs general responsibility for observing the customer service principles and requirements set out in the Green Deal Code of Practice.



Requirements for the Management and Monitoring of the Green Deal Advice Service

Complaints Management

GDAS shall have in place and operate a documented complaints procedure appropriate for the activities at (a) to (e) of this clause:

- a) Receiving, recording, acknowledging and resolving all complaints from customers
- b) Receiving, recording and addressing complaints from a Green Deal Provider or Installer.
- c) Informing customers what their procedures are and what further recourse is available, including informing their customers that accessing the Green Deal complaints procedures does not affect their statutory rights;
- d) Informing their Certification Body of all complaints from customers, Green Deal Providers or Installers, including details of the issue(s)
- e) Escalating the complaint if it is not resolved in line with the requirements of the Green Deal Code of Practice, including the customer's right to take the matter to the Green Deal Ombudsman.



GDAS Responsibility's



GDAS Responsibility's

General

GDAS who have been suspended by one Certification Body due to a failure to implement the requirements, shall not be allowed to practice for any other Certification Body until that suspension has been lifted and the requirements are met.



GDAS Responsibility's

Recognition of GDAs as DEAs/ NDEAs in England and Wales

GDAS shall ensure GDAs are currently active members of an EPBD Accreditation Scheme for either DEAs or NDEAs,

In doing so, GDAS shall confirm that GDAs meet the requirements National Occupational Standards.

In addition, Organisations shall ensure that a GDA has lodged at least one EPC in the last 12 months for the type and level of building for which the assessment is being provided.

Any GDA that ceases to be an active member of an Accreditation Scheme for EPC's will not be allowed to practice as a GDA.

Any GDA that is suspended from any EPBD Accreditation Scheme, for whatever reason, will not be allowed to practice as a GDA until that suspension is reversed.



GDAS Responsibility's

Registration of Green Deal Advisors

GDAS shall ensure that details of their contracted GDAs are provided to their Certification Body for their records.

GDAS shall inform their Certification Body of any change to their contracted GDAs within seven working days.



GDAS Responsibility's

Insurance

GDAS shall ensure

That they and any contracted GDAs have arrangements to cover liability for the entirety of the GDA service undertaken.

That any insurance policy is provided to the Certification Body, at the initial certification, surveillance audit and on renewal of any insurance policy.

That for Green Deal assessments on domestic buildings, they have

- **Professional indemnity cover of £100,000 for each claim**
- **Public liability insurance of £1,000,000 per claim.**



GDAS Responsibility's

GDAS surrendering their certification shall ensure indemnity cover of at least six years is provided for any Green Deal assessments. Failure to comply with this requirement may result in civil action being taken against the Organisation.



Assessor Responsibility's



Information Provided to All Customers Prior to a Green Deal Assessment Visit

GDAS shall ensure that the customer who has commissioned the assessment – whether domestic or non-domestic – **receives the following information at least 24 hours in advance** of the assessment visit taking place, unless specifically requested otherwise by the consumer:

- a)The background to the Green Deal assessment and what is necessary to obtain Green Deal finance.
- b)The basic scope and process of the Green Deal assessment, including sector and consents
- c)That a check for an existing EPC certificate will be carried out
- d)Examples of what information will be required from the customer (e.g. energy bill data and occupancy/ operational information)
- e)Examples of what information will be recorded for monitoring and compliance purposes (e.g. photographs and site notes)
- f)That the output of the assessment will be a Green Deal Advice Report which is portable
- g)What Organisation the GDA who carries out the assessment would be working for, and whether they are operating independently or tied to any Green Deal Provider#
- h)Any charges and terms and conditions associated with the provision of the Service
- i)Who will have access to the information collected as part of the Green Deal assessment
- j)That the Meter Point Administration Number(s) (MPAN) and electricity account number(s) for the electricity meter at the property will be needed later in order to enter into a Green Deal Plan
- k)That Green Deal finance is only available for properties that have an electricity meter
- l)That a new Energy Performance Certificate, replacing that provided with the GDAR, will be lodged after any installation of measures as part of taking out a Green Deal Plan



Information Requested From Domestic Customers Prior to the Green Deal Assessment Visit

GDAS shall ensure that this information is requested at least 24 hours in advance of the assessment visit taking place, unless specifically requested otherwise by the consumer

- a) The name of the customer or their appointed representative who will be present at the property during the visit;
- b) Address of the property
- c) Whether the property already has a domestic EPC
- d) Whether there is already a Green Deal Plan or plans in place for the property and, if so, what measures were installed under it/them
- e) The form of tenure e.g. owner occupied, private rented or social rented
- f) If rented, and the customer who requested the assessment is the landlord, written confirmation from the property tenant providing consent for the all aspects of the assessment to be carried out
- g) Approximate age and type of property
- h) Whether the building is known to be listed, in a conservation area
- i) Accessibility of loft, and any other access issues
- j) Primary method of heating the property
- k) Secondary method of heating the property
- l) Whether the property is on/ off gas grid
- m) Whether they know of any existing energy saving measures already installed at the property
- n) (e.g. loft/ cavity wall insulation)
- o) Whether they will have energy bill information available



While on site and before beginning the assessment

While on site and before beginning the assessment, the GDA shall ensure that the customer is informed or reminded of

- a) What the Green Deal assessment is for and how it can be used to obtain a quote for Green Deal finance;
- b) How long the visit is likely to take and, if it requires more than one GDA or more than one visit
- c) What Organisation the GDA(s) who carry out the assessment are working for and whether they are operating independently or tied to any Green Deal Provider
- d) Any charges associated with the assessment and on what basis they are being charged
- e) Clarify that, in cases where the customer has requested any other services that fall outside of the Service described in this Specification, that these other services are not part of the Green Deal assessment, may not be impartial
- f) If, where appropriate, an existing EPC/ DEC/ has been identified and whether the EPC is valid and suitable as outlined in paragraphs 66 and 67 or a new EPC will be produced
- g) The scope of the assessment and the visual inspection/ access that it requires, including
- h) Information recorded for monitoring and compliance purposes (such as photographs and site notes)
- i) What the outputs of the assessment will be e.g. provision of the Green Deal Advice Report and the
- j) Whether there are any potential subsidies available (subject to meeting any eligibility criteria), and how they can contact the Energy Saving Advice Service in England and Wales



Assessor Responsibility's

- Any GDA that ceases to be an active member of an EPBD Accreditation Scheme will not be allowed to practice as a GDA until membership of an EPBD Accreditation Scheme is once again held.
- Any GDA that is suspended from any EPBD Accreditation Scheme, for whatever reason, will not be allowed to practice as a GDA until that suspension is reversed.



Declaration

Green Deal Assessors make the following declaration to customers ahead of making an assessment visit:

- **their status (whether they are independent or tied in any way to a Green Deal Provider)**
- **what payment they are receiving for carrying out that assessment (including any commission)**

They will also need to get consent from the customer for any additional services being offered (e.g. sales or indicative Green Deal finance quotes) before they visit the property to carry out assessment.



Potential sources of financial support

Eco

- The GDA will be required to know the eligibility requirements for ECO
- For the affordable warmth section of the target what are the benefit requirements
- For the carbon target what are the eligibility measures



Any Questions

