

# Chapter 1: Assessment

## Summary of chapter:

A Green Deal assessment (referred to as a 'qualifying assessment' in the regulations) will act as the gateway to the Green Deal. It is required before entering into a Green Deal plan for finance or installing measures under the Green Deal banner. The assessment will be designed to ensure that only measures that are suitable for a particular building are recommended, and that those measures that are likely to be eligible for finance can be easily identified and consumers advised appropriately.

The assessment will be carried out by assessors who have demonstrated that they meet the requirements of the National Occupational Standards (NOS) developed by Asset Skills and agreed with industry and builds on the skills and knowledge currently required of assessors who produce Energy Performance Certificates (EPCs). We will also ensure that authorised assessors can be identified through a registration process.

Certification bodies will certify that an individual assessor or company employing multiple assessors is capable of providing the Green Deal advice and assessment to an agreed standard. To maintain consistent, high quality Green Deal assessments an independent organisation will verify the operation of certification bodies. The United Kingdom Accreditation Service (UKAS) has been appointed to carry out this function.

The assessment in both domestic and non-domestic properties will take into account the physical characteristics of the property and the way occupants are using energy. In the domestic sector the assessment will comprise an improved EPC assessment and in the non-domestic sector the assessment will build upon the EPC assessment. Both will include an occupancy assessment of energy use by the current occupier.

The Green Deal oversight body will act as the managing organisation for the participants in the Green Deal scheme across Great Britain. It will have a range of functions e.g. holding a register of qualified and authorised assessors. The oversight body will manage the:

- *Code of Practice* – containing a set minimum requirements for assessors and their certification bodies.
- *Scheme Standards* – against which assessors and their certification bodies will be required to operate when carrying out and monitoring the delivery of Green Deal assessments.
- *Quality Assurance* – of assessor certification bodies and those they certify

There will be strong redress arrangements in place to protect consumers should anything go wrong.

## 1.1 Introduction

1. Householders and businesses must be able to make well informed choices about the measures to install in their property if they are to have the confidence to take up the Green Deal. Indeed, consumer research carried out by DECC showed that this assessment process was one of the most valued aspects of the proposed Green Deal framework. A robust and impartial energy assessment of a property will provide this added confidence. It will also be able to set out broadly whether a measure or a package of measures is likely to pay back within its lifetime using the estimated energy bill savings associated with the installation of the measure(s). This energy bill savings estimate will be used as the basis for a quote and will help determine the maximum level of Green Deal finance attached to a given package of measures. By providing a standard assessment and clear recommendations to householders and businesses, a Green Deal assessment will also pave the way for the rest of the Green Deal process including the disclosure of the presence of a Green Deal to subsequent occupiers of a property.
2. The Green Deal and ECO frameworks have been designed to work together and share the same standards on assessment, installation and products and systems. This is because a Green Deal measure may be financed in part by a financial contribution made by an obligated supplier under the ECO. We recognise that in some cases customers will receive measures as a result entirely of supplier activity under the ECO. This gives rise to the prospect of a different type of assessment being performed but one where the standards associated with a qualifying assessment under the Green Deal should still be applicable.

### Policy approach

3. Research carried out by DECC and the Department for Communities and Local Government (DCLG) into the EPC framework suggested that although the EPC regime establishes an existing assessment process for both domestic and non-domestic properties, it is, in the context of the Green Deal policy, desirable that the current EPC (and the process underpinning its production) be both improved and further developed if it is to function effectively under the Green Deal. Similarly the existing standards for accreditation, quality assurance, and enforcement that underpin the EPC regime were not designed with the Green Deal in mind and need to be strengthened to deliver the level of reassurance and redress required. Working closely with Other Government Departments (OGDs), notably DCLG, and with stakeholders, we are exploring how best to enhance the existing EPC framework to ensure that it effectively supports the Green Deal and ECO. In Scotland, a similar exercise is being undertaken.

4. The following sections consider the Green Deal assessors': functions, code of practice, qualification standards, employment, payment, liability/insurance arrangements and certification. They also examine: the Green Deal assessment process for both domestic and non-domestic buildings, the role of the Green Deal oversight body as it relates to assessors, the arrangements for consumer redress if things go wrong and, the assessment process for measures promoted under the home heating cost reduction target component of the ECO (sometimes referred to in this document as the "Affordable Warmth" target or obligation).

## 1.2 Green Deal Assessors

5. An authorised Green Deal assessor is the only person who can produce a full Green Deal qualifying assessment, which may result in the creation of a Green Deal plan (as set out in section 5 of the Energy Act 2011). It is proposed that an organisation or individual providing the services of a Green Deal assessor will only be authorised to act if they:
  - meet all qualification and accreditation requirements under the terms of the Energy Performance of Building Regulations 2007 (England and Wales) or are members of an Approved Organisation<sup>13</sup> (Scotland.) (i.e. are qualified to produce EPCs);
  - meet the requirements to be set out in the NOS for Green Deal Advisors and;
  - are certified by a UKAS-accredited certification body against any relevant Green Deal standards and comply with all other requirements as set out in the Code of Practice.
6. In practice the individual's work will go beyond an assessment to providing advice to the occupant of the property being assessed and for this reason they are also referred to as Green Deal Advisors. However, for the purposes of legislation and this document Green Deal assessors are referred to throughout.

### Code of Practice for assessors

7. Operating as a Green Deal assessor will also involve meeting all the applicable requirements of the Code of Practice, and in particular the annex relating specifically to assessors (annex A of the Code of Practice). The requirements in the code of practice are designed to ensure that any outputs they generate are robust and defensible. The Code also set out arrangements for consumer protection<sup>14</sup> that must be adhered to by the assessor and other Green Deal

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<sup>13</sup> Approved Organisations are defined in the Energy Performance of Buildings (Scotland) Regulations 2008.

<sup>14</sup> See customer service section of the Code of Practice for more details.

participants. As an authorised participant in the Green Deal, the assessor will be required to publicise that they are a member of the Green Deal financing scheme and will have permission to use the appropriate Green Deal mark covering those areas for which they are authorised to operate.

**QUESTION 1: Do you feel the proposed requirements on Green Deal assessors set out in the main body and at Annex A of the Code of Practice are clear and robust enough to support the Green Deal assessment?**

### **Training and qualifications for assessors**

8. Green Deal assessors will need to have a mixture of technical knowledge, practical competence to produce the assessment and 'soft' skills to provide households and businesses with the advice they need to take informed decisions. The improved NOS for domestic and non-domestic energy assessors for producing EPCs will form the basis of the skills required for the Green Deal. However, the Green Deal assessor will need to do more than just an assessment of the fabric of the property. They will also have to produce an occupancy assessment, explain the Green Deal and the potential impact of the occupant's behaviour on projected savings and explore which package of measures is appropriate for them.
9. At the moment, we feel that no existing qualification fully meets the expected needs of the Green Deal marketplace. We are therefore building on the existing energy assessor NOS framework to develop a new national qualification<sup>15</sup> for Green Deal assessors, using the existing qualifications frameworks. A qualifying assessor will have to meet minimum requirements for qualifications as set out by the new National Occupational Standards (NOS) for Green Deal assessors.
10. The NOS are being developed by Asset Skills<sup>16</sup> and will include the necessary skills to: understand and explain how the Green Deal works; prepare for and carry out the fabric and occupancy assessments, using suitable tools for these assessments; produce a Green Deal Advice Report (GDAR) and explain this to the householder or business.
11. These skills will be set out in more detail as part of the qualifications framework. We are also considering allowing a process of Accreditation of Prior Experiential Learning (APEL) in which Awarding Organisations work with

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<sup>15</sup> The building blocks of national qualifications are National Occupational Standards (NOS), used to define the functions, skills, knowledge and behaviours required by particular roles.

<sup>16</sup> Please see this link for more information on the work of Asset Skills  
<http://www.assetskills.org/AboutUs/AboutUs.aspx>

individuals to map existing skills and knowledge against the content of the Green Deal Advisor NOS.

**QUESTION 2: Can you think of any requirements that Green Deal Assessors will need but that may not be covered by the suggested approach, combining National Occupational Standards and Accreditation of Prior Experiential Learning (APEL)?**

**Employment of Green Deal assessors**

12. The Green Deal assessor may be employed in one of several ways. They could be:
  - a salaried employee or sub-contractor of one or more Green Deal providers/installers;
  - an independent Green Deal assessor commissioned directly by a consumer;
  - a public/third sector official or representative of a civil society organisation funded (or self-funded) to deliver Green Deal assessments.
13. Consumer research carried out for the department has demonstrated a preference among consumers for independent advice that sets out options in an impartial way coupled with a desire for free advice. There is clearly a tension between the likelihood of achieving both in the marketplace so we need to require the correct minimum standards of service, whilst enabling consumer choice. To this end we believe it is essential that, whatever the employment route for the assessor, the assessment and advice provided must be impartial and free from any commercial considerations or other biases.
14. The Code of Practice will set out the requirements placed on assessors to act impartially when carrying out their assessment and providing recommendations e.g. carrying out a standardised assessment. The certification system will be responsible for monitoring this. Should any assessor or their certification body breach these requirements they may be required to put right any errors, compensate consumers and ultimately, may be struck off from practicing under the Green Deal.
15. We propose to allow Green Deal assessors to market their services in line with existing legislation dealing with doorstep selling and cold calling and avoiding pressure selling. Whilst DECC's consumer research reveal concerns about cold calling there are also legitimate advantages to its use as a way to increase consumer awareness and demand for the Green Deal, provided it is done appropriately. There are currently a number of pieces of legislation that regulate the way in which people must operate in this regard. The Unfair Commercial Practices Directive (UCPD), Doorstep Selling Regulations, Distance Selling

Regulations and the Privacy and Electronic Communications (EC Directive) Regulations all set out clear requirements for anyone marketing their services to consumers, both solicited (invited) and unsolicited (uninvited visits or 'cold calling'). As part of the Green Deal, all participants will need to ensure they comply with the requirements set out in this legislation as a condition of their authorisation. This will ensure that, for example, a vulnerable consumer being sold a Green Deal product will be protected from any sharp practices. It will also promote more desirable selling activities such as community-led doorstep sales to occur, activities that can help to reach people who may not be able to find out about opportunities through other means.

### **Payment of the assessor and price of the assessment**

16. Section 3 of the Energy Act 2011 states that the Code of Practice issued for the purposes of the scheme may make provisions relating to:
  - the payment of Green Deal assessors;
  - the circumstances in which Green Deal assessors may charge customers for qualifying assessments of properties; and
  - the amount of any such charge.
17. We believe the framework we are putting in place in relation to qualifications, certification, the Code of Practice, and additional compliance and sanctions regime will ensure that the benchmark for the standards of Green Deal advice and assessment remains high. We are also keen to ensure that the market is able to innovate, compete and provide solutions in this area. Consumer research carried out by DECC suggests that a variety of payment solutions would ensure wider appeal. Some potential Green Deal providers are already indicating they are likely to offer assessments at no upfront cost as a way to engage with consumers. It is for this reason that we propose to leave the approach to the payment of assessors and the price of the assessment to the market at this stage. Once the Green Deal market is established we should be able to monitor how the market is operating and consider whether regulatory intervention is necessary at a later date.
18. We also intend to allow Green Deal assessors to provide additional services to consumers and businesses that go beyond the impartial role of the Green Deal assessor and the certification of that role. However, where such additional services are provided we propose to ensure that safeguards are built into the Green Deal assessor services certification framework and Code of Practice, setting out how those two roles should be distinguished. For example: that assessors should make consumers and businesses aware of any affiliation that they have with a Green Deal provider and any commission that they may receive for carrying out additional services; that any potential conflict of interest is declared; and that any breach of the impartiality of the assessment could

result in the withdrawal of an assessor's authorisation to practise under the Green Deal. We also intend to ensure that the consumer or business is provided with clear information and has confirmed that they have understood when services are a part of the impartial assessment, and when services are additional, such as the provision of a quote on behalf of a Green Deal provider, or information on further improving the wider sustainability of the property, beyond the scope of a Green Deal.

**QUESTION 3: In proposing to allow for the market to determine payment of assessors and cost of assessment, are there any further requirements we should be placing on assessors or providers in relation to (a) payment of assessors, (b) the cost of the assessment, or (c) declarations from the assessor?**

#### **Liability/insurance arrangements for the assessor**

19. Green Deal assessors will be required to have public liability and professional indemnity insurance that covers them to deliver more than a standardised technical process, as they will be required in some cases to make quite complex judgements about the suitability of measures, and provide tailored advice. As is common practice in similar policies, the insurance will need to cover the duration of the assessment and potentially a number of years likely to cover the duration of any finance agreement (e.g. 25 years), in case a claim is made in relation to the assessment at a later date. The requirement for appropriate insurance will be set out in both the Code of Practice and the Scheme Standard and will be enforced through the certification framework. .

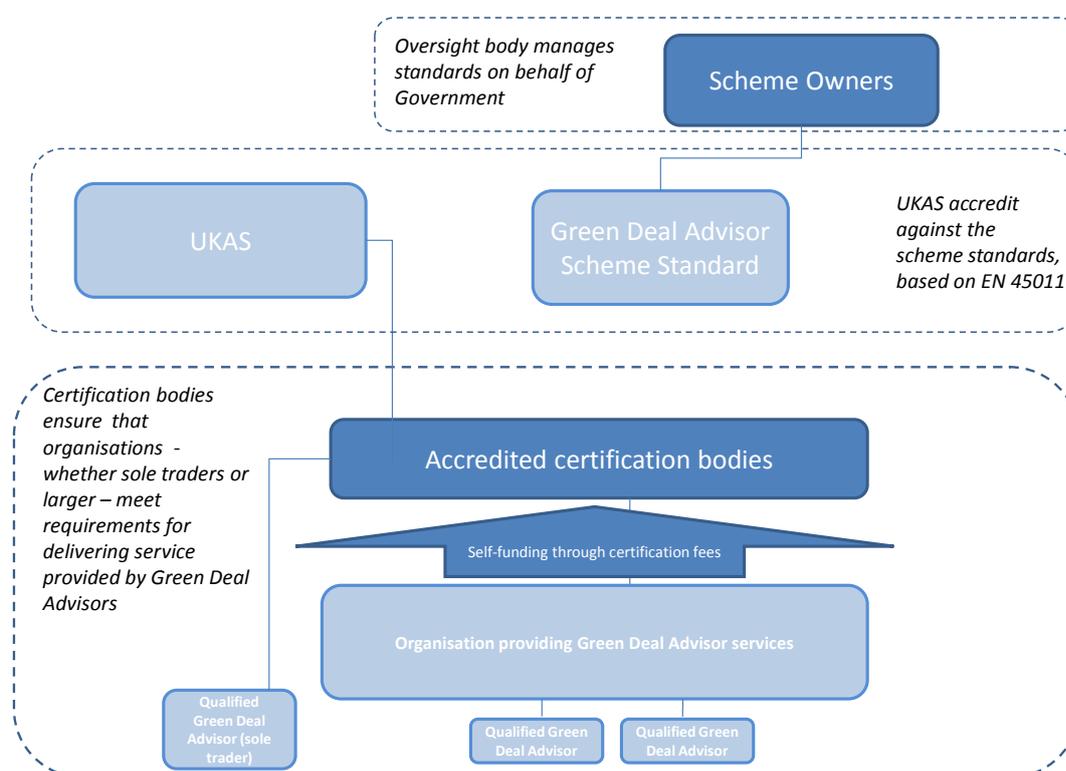
#### **Quality assurance/certification of assessors**

20. We propose that all companies/organisations providing Green Deal assessor services (which may be sole traders or organisations) should be certified by an accredited certification body. in line with Scheme Standard documents currently being developed. We have appointed the UKAS, the Government recognised national accreditation body, to independently accredit the certification bodies. UKAS has recommended that the most suitable standard to draw on for the assessor Scheme Standard is 'BS EN 45011', which covers the provision of a service, in this case the service provided by the Green Deal assessor. This will be the basis for developing the certification Scheme Standard documents, with additional requirements developed specifically for Green Deal.
21. Government would remain responsible as 'Scheme Owner' for the Scheme Standard documents that cover the service provided by assessors but their day-to-day management would be delegated to the Green Deal oversight body. The

Scheme Standard is currently under development but will incorporate specifications of the following:

- Assessors/their employers – setting out the requirements for assessor skills, qualification, ongoing Continuing Professional Development (CPD), registration, the requirement for them to adhere to the Code of Practice, and their relationship with the certification bodies and other reporting/oversight arrangements. Also sets out the requirements for robust management of the service provided by assessors and complaints handling.
- Certification bodies – setting out the requirements for their monitoring and quality assurance against the requirements for assessors/their employers and how they must act and report as an organisation themselves.

**Diagram 3: Model of third party assurance and oversight of Green Deal assessors**



**QUESTION 4: Do you agree with our proposed approach to third party assurance and enforcing compliance for those providing Green Deal assessments?**

### 1.3 Green Deal Assessment Process

## Domestic buildings

22. The assessment for the domestic sector will be in two parts. The first part is an assessment of the fabric of the building resulting in an improved Energy Performance Certificate (EPC). This will use an improved Reduced Data Standard Assessment Procedure (RdSAP)<sup>17</sup>. We also intend to allow for a full SAP assessment for those properties where it is not appropriate to use RdSAP, where the necessary data is available and it is carried out by a full SAP assessor.
23. An existing valid EPC may be used as the basis of the Green Deal assessment. The current validity of an EPC for sale and rent is 10 years. This is in line with the requirements of the Energy Performance of Buildings Directive but is likely to be too long for Green Deal purposes, since the RdSAP assessment procedure used to produce the EPCs is updated approximately every 12 months. Therefore, we may need to provide for a specific validity for the Green Deal to be determined in the regulations.
24. The second part of a domestic assessment is an occupancy assessment. The occupancy assessment will take into account additional information about the way the current householder(s) uses the property and provide a better indication of whether the predictions in the EPC, which are based on typical energy use, reflect their actual use. This will enable the assessor to provide a more accurate indication of the likely suitability of the Green Deal to the current householder(s). This is important as the level of savings on the EPC will be used in the golden rule calculation. Our consumer research<sup>18</sup> showed that this tailored advice was particularly appealing to households.
25. During the occupancy assessment, the assessor will also provide advice on the effect of behaviour on energy bills and will talk through the most suitable package of measures for the householder based on their preferences.
26. We propose to mandate a minimum standard occupancy assessment, but we will also allow the market to provide additional occupancy services outside of the Green Deal offer, provided they remain separate to the core impartial assessment. Only the core occupancy assessment (undertaken in accordance with the methodology specified in the Code of Practice) will form part of the Green Deal qualifying assessment and anything offered over and above this must be at the express commission of the customer.

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<sup>17</sup> SAP and RdSAP are used as the National Calculation Methodology, as specified by the Energy Performance of Buildings Directive. SAP and RdSAP are used to produce Energy Performance Certificates for new and existing dwellings.

<sup>18</sup> A copy of the customer insight summary is available here:

[http://www.decc.gov.uk/en/content/cms/consultations/green\\_deal/green\\_deal.aspx](http://www.decc.gov.uk/en/content/cms/consultations/green_deal/green_deal.aspx)

27. We are also considering whether to include a one page summary sheet as part of the GDAR, combining information from the EPC and the occupancy assessment, to highlight the key Green Deal messages for consumers and record any other advice provided. This approach is currently being tested with consumers.
28. Following the agreement of a Green Deal plan and the installation of measures, the EPC will be updated to reflect the details of the Green Deal plan, and the asset rating updated to reflect the improvement. This will be the responsibility of the Green Deal Provider and will need to be done by an energy assessor.

**QUESTION 5: Should the current EPC validity period for property transactions be used for Green Deal purposes or is a shorter validity period more likely to meet the needs of Green Deal process?**

### **Impartiality of the Green Deal Assessment Report (GDAR)**

29. Trust is vital to consumer confidence and the integrity of the GDAR is a crucial factor in ensuring consumer confidence in the Green Deal. As such, the Green Deal assessment must be produced in a way that meets consumer expectations, i.e. one which focuses solely on the information and data generated by the assessment, and does not favour the products or commercial considerations of a particular company. We believe that the approach taken through the application of a standardised assessment methodology, backed up by stringent quality assurance and oversight arrangements will retain this impartiality, whilst allowing for a dynamic market to develop.

### **Non-domestic Buildings**

30. While many smaller businesses can be much like domestic properties and can therefore be assessed in a similar way, the variety in non-domestic buildings means that the assessment method needs to be capable of dealing with greater complexity. Buildings that require a non-domestic assessment for the Green Deal will be the same as those buildings considered to be non-dwellings for EPCs and Display Energy Certificates (DECs)<sup>19</sup>.

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<sup>19</sup> The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 SI 2007/991, amended by SI 2007/1669, SI 2007/3302 and SI 2008/647. For certain cases where commercial properties within a block of dwellings the domestic assessment procedure may be used in accordance with the guidance at the this link:

<http://www.communities.gov.uk/documents/planningandbuilding/pdf/nondwellingsguidance.pdf>

31. The assessment method will build upon the existing SBEM methodology for producing an EPC for non-dwellings and will require an EPC to be lodged as a part of the process. We expect that this approach will capture the vast majority of the energy efficiency opportunity that the Green Deal addresses in non-domestic buildings. In the case of buildings that may be exempt from the requirements to have an EPC on construction, sale or rent we expect that the Green Deal assessment may still be applicable and that a Green Deal assessor will be able to advise on this. In particular we recognise that places of worship and some agricultural properties are not currently assessed by the SBEM tool and we are considering means to allow their assessment for the Green Deal.

**QUESTION 6: Do you think that the approach to identifying and assessing non-domestic buildings, based upon the requirements and tools for Energy Performance Certificates, will capture all non-domestic buildings and business sectors for which the Green Deal is relevant?**

32. Green Deal providers or any qualified Green Deal assessor approached by a business customer are likely to undertake a scoping exercise (possibly without visiting the property) in order to give them an indication of suitability for the Green Deal. The nature of this exercise will not be mandated. However, if following the scoping exercise the provider or assessor does go on to undertake a Green Deal assessment, this must be carried out as described below.
33. The assessment will make recommendations for energy efficiency improvements and predict the likely energy savings. Whereas the domestic assessment will provide an estimate of the cost of the installation of the measure and hence the likely payback period, the costs for non-domestic properties are likely to vary significantly depending on the building in question and so only an estimate of the running cost savings will be provided, based on a simple representation of the business's marginal fuel tariff(s) or a default value. It is proposed that the tool will not represent the detail of the fuel tariffs, for example structured or variable tariffs. See Chapter 4 for details of how these figures will be used in developing a quote for a Green Deal Plan.

**QUESTION 7: Are there alternatives to the simple approach to providing running cost savings in the non-domestic assessment that we should consider?**

34. Non-domestic assessment will cover all potentially eligible Green Deal measures including no or low cost measures in this category. Whereas the domestic assessment will provide predicted savings on the basis of the fabric assessment, with more tailored information about suitability based upon the occupancy assessment, the non-domestic assessment will integrate these two

components, i.e. all advice and recommendations will be based upon the actual use of the building.

35. Whilst non-domestic Green Deal assessors will not be prevented from offering broader energy or sustainability advice, that goes beyond potentially eligible measures for the Green Deal, this will not be accredited under the Green Deal as this would require specialist skills from the assessor in order to provide advice for all building types and uses.
36. It is proposed that a methodology that builds upon the non-domestic EPC methodology will be used to produce a qualifying assessment for non-domestic properties. The current methodology for producing EPCs for non-domestic buildings, the SBEM, will be developed to allow for a Green Deal assessment, and for the assessor to model 'what if' scenarios for the implementation of energy efficiency measures in order to predict the likely energy savings. The Green Deal assessor will be able to adjust some of the standard assumptions currently made in the EPC and utilise information about the occupants' actual energy consumption. If the assessor is an approved DEC assessor, they may use a DEC as evidence of the actual energy consumption in the building, otherwise, and where this isn't appropriate, the method will allow for this information to be provided in an alternative form.
37. The ability to reflect the actual use of the building will enable the Green Deal assessment to produce more accurate predictions of the likely energy savings occupants could make by installing a Green Deal package. This will not affect the production of an EPC, which remains based on standard assumptions. Development of SBEM will be carried out in such a way that approved third-party EPC software providers will be able to develop their software in order that it may also be used for Green Deal assessments.
38. It is recognised that Green Deal assessors may be able to identify opportunities for energy efficiency improvements but where these relate to complex systems, or unusual applications, the expert knowledge required to deliver a reasonable prediction of energy savings may exceed that required of a generalist assessor. In these circumstances assessors will be able to draw on specialists as part of their assessment, in order to add the additional information required to produce the savings estimate. The certification standards for assessor will set out the guidelines and expectations for the use of specialists.

### **Lodgement of Reports**

39. In the domestic sector, if a valid EPC already exists, the Green Deal assessor must be able to retrieve the underlying data from the EPC register. In England and Wales DCLG will be consulting on the best way of making this data

available to a range of interested parties and EPCs themselves will be freely available to the public from April 2012 unless the EPC holder has opted not to have that information disclosed. For non-domestic properties an EPC is naturally produced as part of the Green Deal assessment.

40. The entire GDAR will be provided to the consumer who can use it to shop around for a Green Deal quote. It is also intended that the GDAR for domestic and non-domestic sectors will be lodged on an appropriate register. (EPCs will continue to be lodged on the existing EPC registers, currently operated by Landmark in England and Wales and Energy Saving Trust Scotland in Scotland). The Green Deal Providers will need access to the register in order to make a quote and calculate eligibility of a proposed package of measures for Green Deal finance and ECO support. They will also need access in order to update financial information post installation (see disclosure in chapter 6). Lodging the reports on a register will also enable reports to be accessed by those who commissioned them and by those involved in the oversight and third party assurance of Green Deal assessor services. We are also considering options to allow different levels of access for different parties to the occupancy assessment since it may contain sensitive personal information.
  
41. Data must be stored in a format which makes accessing the results easy for a variety of potential users with different requirements. It is intended that the following groups will, among others, have access to certain data contained within the register(s)/ database:
  - The Green Deal report owner (the householder or business) – to assess their options and consider whether a Green Deal is appropriate and what package of measures they can install.
  - Green Deal providers - to provide offers to consumers based on the recommendations in the report, to develop specific quotes and to update the report with financial information once a GD plan has been agreed (see chapter 6)
  - UKAS and the accredited certification bodies – for quality assurance purposes
  - ECO suppliers, to enable them to validate the reported activities of their contracted installers; and to reduce transaction costs by facilitating searches and targeting;
  - The ECO Administrator, to enable them to validate ECO activity reported by suppliers and gather other data relevant to the monitoring, reporting and evaluation of the scheme
  - Local Authorities - to support them to evaluate progress on reducing emissions and tackling fuel poverty in their local area, and to enable them to target local activity to promote Green Deal take-up.

- Solicitors and estate agents acting on behalf of buyers and sellers to validate the EPC used in a transaction is up to date (for disclosure purposes)
- DECC and DCLG for monitoring and evaluation purposes.

### **Oversight body/managing organisation**

42. As with Green Deal installer accreditation, we will require a body to administer and manage the registration of assessors and perform a number of other functions. In particular this body will:
- maintain the Green Deal Code of Practice, including the requirements of assessors;
  - maintain a register of authorised Green Deal assessors;
  - Issue the Green Deal quality mark to Green Deal assessors;
  - manage the review of the Green Deal assessor services Scheme Standard;
  - liaise with Sector Skills Council on keeping the NOS up to date;
  - liaise with UKAS over the accreditation of Green Deal certification bodies
  - record jobs carried out;
  - inspect/monitor a percentage of assessments, and other activities to inform evaluation and;
  - manage advice, referral and redress when something goes wrong and it cannot be resolved by other complaints processes.

### **Redress mechanisms in more detail**

43. GDARs produced will be quality assured in line with certification requirements. The appointed accreditation body, UKAS, will be able to require certification bodies to ensure that any mistakes are rectified and that assessors hold sufficient professional indemnity and public liability insurance, with the ultimate sanction for assessors and certification bodies to be struck off.
44. Where consumers have specific complaints about levels of service they will be able to pursue this in the first instance with the organisation they commissioned their assessment from. This might be a Green Deal Provider or an independent assessor/organisation, who will be expected to investigate and remedy the situation. Complaints against individual assessors may be escalated to their employers and certification bodies for further investigation and possible sanctions against the assessor. Ultimately the customer can seek redress via the Energy Ombudsmen Service ( see section 10.4), as with other complaints relating to a Green Deal Plan, when these have not been resolved by the Provider or other participants. Again, breaches of the requirements set by the

framework could result in the withdrawal of certification (if the assessor) or accreditation (if the certification body).

## **1.4 The Green Deal and Energy Company Obligation (ECO) – synergy in accreditation and assessments**

45. Given the potential for a measure to be promoted and installed using financial contributions from suppliers under ECO and Green Deal finance it is essential that the schemes are designed to facilitate and accommodate this as far as possible. In particular, we want to ensure that where it occurs joint funding is “seamless” to the consumer. The single most effective way of ensuring that offers can be seamless will be to keep the design of ECO as simple as possible, allowing ECO companies and Green Deal providers to enter into mutually beneficial commercial relationships of their own design, and to market offers to consumers in the ways they consider most effective. Proposals for the establishment of a brokerage mechanism between ECO companies and Green Deal providers will also facilitate the development of seamless joint offers. An important further consideration is that measures delivered jointly under both schemes should not be subject to separate regimes in respect of quality, standards etc.
46. We believe there is no reason why standards for ECO measures should deviate from those for the Green Deal and every reason why they should be the same. This goes for all aspects of professional delivery, including the assessment. This drive for consistency suggests that, in general, ECO measures will need to have been signalled as appropriate under an assessment of the property which meets Green Deal standards. It will therefore be a condition of any measure promoted and installed by suppliers under the ECO Carbon Saving target that there has been a prior Green Deal assessment which has identified the measure as appropriate. (On rare occasions where a slightly different, e.g. a more full, assessment may be needed for an ECO measure, we propose that the ECO company will need to satisfy the ECO Administrator that the assessment provided was nonetheless appropriate).

### **ECO Affordable Warmth obligation and the assessment process**

47. The proposed Affordable Warmth component of the ECO has been designed to provide measures to low income and vulnerable households to improve their ability to heat their homes. It is perhaps less likely that many of these households will be in a position to take out a Green Deal alongside their ECO support, and we expect that most households in this group will receive fully subsidised measures (further detail on this is available in the chapter 5). Energy suppliers will need to be able to show the value of delivering particular

measures in terms of a reduction in heating-costs to the households. An EPC will usually be sufficient to do this, although there are cases where an alternative assessment may be appropriate.

48. There are some measures which suppliers might wish to deliver, such as repairs to heating systems under the ECO Affordable Warmth target<sup>20</sup>, where a measure's potential to reduce the cost of heating a home will have to be determined without reference to an EPC, because, while an EPC recognises the presence of a boiler, the assessment process does not require a full test of the system to confirm whether the boiler is working (please see section 2.3 under ECO Affordable Warmth obligation - allowable measure in Measures chapter). In such cases, the energy supplier may choose to determine the measure's cost saving potential using an EPC assessor who is also qualified as Gas Safe, and therefore in a position to advise on or deliver repairs to central heating systems.
49. A requirement for a *full* Green Deal assessment, including both fabric assessment and occupancy advice, would not be relevant under the Affordable Warmth target where Green Deal finance is not being delivered, and might act as a disincentive to the delivery of basic measures in some households, for example, where a property would benefit from loft top-up insulation. Therefore we do not propose requiring suppliers to carry out a full Green Deal domestic assessment where measures are being promoted to a household under the Affordable Warmth target without Green Deal finance.
50. Government also wishes to ensure that low income and vulnerable households who are potentially eligible for qualifying measures being promoted to them under the Affordable Warmth target are provided with information on Affordable Warmth as early as possible in the Green Deal process. This enables eligible customers to avoid having (and potentially paying for) a full Green Deal assessment if the best solution for these customers does not involve Green Deal finance. The Government has sought to design a mechanism for 'filtering' such eligible householders into the ECO 'system'. Where a householder contacts the remote advice service the filtering should occur as part of this process but it is important that the assessment can also pick up those households who may be eligible for ECO support.
51. Whether the householder approaches an independent assessor, or one with links to a Green Deal provider, the assessor will be required under the Green Deal code to: ask the householder some basic questions to help indicate whether they may be eligible for additional support; make the householder

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<sup>20</sup> This is referred to in the draft ECO Order accompanying the consultation as the "home heating cost reduction target" or the "home heating cost reduction obligation". The former is the overall target whilst the latter is part of the overall target which a supplier must achieve.

aware of ECO and the possible opportunity to receive financial support with measures; and provide the householder with the contact details of the remote advice service. Further information on the links between this advice service and ECO are provided in section 5.2 under referrals.

52. We are not seeking to limit the market and expect that energy companies will establish cost-effective mechanisms for identifying Affordable Warmth eligible households, including working with Local Authorities and developing partnerships with assessors and Green Deal providers who may share data with energy companies with the householder's consent. However, where following an assessment a Green Deal Provider decides not offer a Green Deal plan to the consumer, we will look to require the assessor to provide the customer with contact details for the remote advice service to explore whether they may be eligible for extra support.