

# **Terms of Reference Annex: Green Deal**

## 1. Interpretation

1.1 The definitions, below, apply to both this Annex and the Terms of Reference in relation to complaints brought to Ombudsman Services: against Participating Companies about Green Deal:

**“Award”** means the compensation awarded to the complainant not exceeding £25,000 (inclusive of VAT, if any) per complaint;

**“Breach of Consent complaint”** is a complaint about a failure to obtain necessary consent or consents for a Green Deal plan and/or Green Deal measure(s);

**“Customer”** means any person who is party to a contract with a participating company of the Green Deal Ombudsman and Investigation Service for the supply or provision of any service falling within the jurisdiction of the Green Deal Ombudsman and Investigation Service;

**“DECC”** means the United Kingdom Department of Energy & Climate Change;

**“Disclosure and Acknowledgement complaint”** is a complaint about the failure to disclose or acknowledge the existence of a Green Deal plan;

**“Energy Supplier”** means a provider of energy who holds a supply licence for the supply of gas and/or electricity to domestic and small business customers;

**“FOS”** means the Financial Ombudsman Services;

**“Green Deal Advisor”** means a Green Deal accredited advisor providing advice and information to existing or potential customers of Green Deal services;

**“Green Deal Assessor Organisation”** means any Green Deal accredited company or organisation (or if a sole trader is themselves a Green Deal Advisor) that employs Green Deal Advisors to undertake assessments of suitability for the Green Deal on behalf of actual or potential customers of a Green Deal Provider;

**“Green Deal Installer”** means any Green Deal accredited company or organisation that undertakes installation of materials or equipment according to a Green Deal plan and on behalf of customers of a Green Deal Provider;

**“The Green Deal Ombudsman and Investigation Service”** means the Ombudsman Service provided to Green Deal Providers, the Green Deal registration and oversight body and the Secretary of State for Energy & Climate Change;

**“Green Deal Oversight and Registration Body” (“GD ORB”)** means the organisation appointed by DECC to manage the Green Deal system and processes;

**“Green Deal Plan”** is as provided for within the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc) Regulations 2012;

**“Green Deal Provider”** means any company or other organisation that undertakes to provide finance for any service or equipment under the Green Deal legislation and is registered as such by the Green Deal Oversight and Registration Body;

**“Improver”** means the occupier or owner who makes the arrangement to make energy efficiency improvements to the property.

**“Licences”** refers to:

(a) gas licences:

- (i) a licence under section 7A(1) of the Gas Act 1986 (supply licences);
- (ii) a licence under section 7(2) of the Gas Act 1986 (transportation licences);

(b) electricity licences:

- (i) a licence under section 6(1)(d) of the Electricity Act 1989 (supply licences);
- (ii) a licence under section 6(1)(c) of the Electricity Act 1989 (distribution licences);

**“OIS”** means the Ombudsman & Investigation Services, otherwise known as ‘the Green Deal Ombudsman and Investigation Service’;

**“Ombudsman Services: Energy”** means the Ombudsman Service provided to energy suppliers and energy network operators;

**“Participating Company”** means a Green Deal Provider registered with the Green Deal Oversight and Registration Body and admitted into the Green Deal Ombudsman and Investigation Service by the board in accordance with the Terms of Reference, this Annex and Membership Rules for Participating Companies, and as the context so requires, each and/or any of its subsidiary undertakings from time to time which has put its relevant services under the jurisdiction of the Green Deal Ombudsman and Investigation Service;

**“the Regulations”** means the Green Deal Framework (Disclosure, Acknowledgement, Redress, etc) Regulations 2012

## **2. Eligibility to become a participating company in Ombudsman Services: Green Deal**

2.1 Only persons registered and approved as a Green Deal Provider by the Green Deal Oversight and Registration Body may be admitted as a participating company.

## **3. Services**

3.1 The services provided by Participating Companies of the Green Deal Ombudsman and Investigation Service which will be covered by, and fall within the jurisdiction of the Green Deal Ombudsman and Investigation Service are the services associated with a Green Deal plan. This shall include that part of the electricity bill provided periodically by the Green Deal customer's energy supplier and identified as such on the bill.

## **4. Complainants**

4.1 Further to, and in addition to, the provisions of the Terms of Reference, persons entitled to make a complaint in relation to an alleged breach of the Regulations, its framework provisions, or the Green Deal plan are:

- (a) the improver;
- (b) a person whose consent was necessary for the inclusion of payments for the energy efficiency improvement in the energy bills for the property and who does not fall within paragraph 4.1(a);
- (c) a person whose consent was necessary for the installation of the energy efficiency improvement at the property and who does not fall within paragraph 4.1(b);
- (d) a person who became the bill payer after the installation of the energy efficiency improvement at the property;
- (e) a person who takes ownership or occupies the property after the installation of the energy efficiency improvement, but is not the bill payer;
- (f) the Secretary of State;
- (g) a person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.

4.2 The persons entitled to make a complaint in relation to an alleged breach of the disclosure and acknowledgement provisions are;

- (a) a person who became the energy bill payer after the installation of the energy efficiency improvement at the property;
- (b) a person who takes ownership or occupies the property after the installation of the energy efficiency improvement, but is not the energy bill payer [4.2 (a) above];

- (c) a person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.
- 4.3 The persons entitled to make a complaint in relation to an alleged breach of consent are;
- (a) the improver;
  - (b) a person whose consent was necessary for the inclusion of payments for the energy efficiency improvement in the energy bills for the property and does not fall within paragraph (a);
  - (c) a person whose consent was necessary for the installation of the energy efficiency improvement at the property and who does not fall within paragraph 4.3 (b);
  - (d) a person who is acting on behalf of any of the above, such as authorised agents, solicitors or third parties acting with the person's express consent, executors or those with power of attorney.

## **5. Referral of a complaint from the Ombudsman to the Secretary of State**

5.1 Where the Ombudsman considers that a breach has occurred, and the breach requires the exercise of the powers of the Secretary of State, then the Ombudsman will refer the complaint together with the report of the outcome of the Ombudsman's investigation to the Secretary of State.

## **6. Limits on the Ombudsman's powers**

6.1 The Ombudsman shall not accept a complaint for consideration unless;

- (a) a Green Deal plan is in place; and
- (b) a complaint (which may be about the Provider, the Installer or the Assessor) has been made to the Green Deal Provider (except a complaint relating to disclosure and acknowledgement which can be brought to the Ombudsman without first referring to the Green Deal Provider);

6.2 For alleged breach of a framework and Green Deal plan (the relevant requirements) is within six years of the date on which the alleged breach occurred.

6.3 For alleged breach of disclosure and acknowledgement is within ninety (90) days of the first energy bill received by the bill payer after taking ownership or occupation of the property or being told by the energy supplier of the existence of a green deal plan.

6.4 The Ombudsman shall not accept a complaint about a matter;

- (a) which concerns or relates to subjects that are the province of the FOS, the Green Deal Oversight and Registration Body or any other body appointed by DECC to officiate or supervise Green Deal participants but will signpost or otherwise transfer the complainant to the appropriate body or inform the complainant of the existence of and contact details for that body;
- (b) which concerns a complaint about any of the above organisations, but will signpost, or otherwise transfer the complainant to DECC;
- (c) which is a complaint about an energy assessor and a Green Deal plan is not in place, (the complainant should refer the complaint to the energy assessor to handle as required within the assessor services specification).

6.5 The Ombudsman will transfer all complaints about alleged failures to take a consumer credit modifying step to the Financial Ombudsman Service.

## **7. Finding of alleged breach requiring variation of the Green Deal plan**

7.1 Where the Ombudsman determines that a breach has occurred requiring variation or cancellation of the Green Deal plan, the Ombudsman may:

- (a) give notice to the Secretary of State of the determination and the reasons;
- (b) recommend to the Secretary of State to make a determination that a breach has occurred.

7.2 Where the Ombudsman has determined that a breach of the disclosure and acknowledgement provisions has occurred, or that there has been a breach requiring variation of the Green Deal plan, the Ombudsman will report the findings to the Secretary of State who may:

- (a) cancel or vary the liability of the bill payer;
- (b) require the person in breach to pay compensation.

**28 August 2015**