

**Testing domestic consumer take-up of
energy services: direction to initiate trial
suspension of 28 day rule**

Explanatory document

May 2004

Summary

Energy efficiency has a vital role to play in reducing carbon emissions associated with energy supply to domestic premises, and it is also a crucial plank in the Government's policy to fight fuel poverty. Ofgem has agreed to run a trial to see whether suspending licence rules that require domestic energy supply contracts to be terminable on 28 days' notice can boost domestic take up of energy efficiency measures.

This document announces that – following a licence amendment allowing Ofgem to make a direction that suspends the 28 day rule, subject to conditions - the direction has been made, and so the trial is now in operation. It sets out the final terms of the direction, and explains how it has changed in the light of responses to Ofgem's March consultation.

Table of contents

1. Introduction.....	1
2. The direction	2
3. Next steps.....	8
Appendix 3 - Text of the direction made on xx May 2004.....	9

1. Introduction

- 1.1. In February 2003 the Government published its White Paper, “Our Energy Future – Creating a Low Carbon Economy”. The White Paper outlined the key role that energy efficiency has in the Government’s sustainable energy policy, and announced the creation of an Energy Services Working Group (ESWG) to review how to create an effective market for energy services. All working papers and minutes have been published on the DTI website (see http://www.dti.gov.uk/energy/environment/energy_efficiency/eswg.shtml). The ESWG agreed to run a trial to test the proposition that removing the 28 day rule would significantly increase sales of energy services. The trial will also serve to test whether adequate consumer protection can be ensured by use of licence conditions and regulatory intervention, even when consumers have (for the period of a fixed-term contract) lost the right to switch suppliers.
- 1.2. Following adoption of this proposal by the ESWG, Ofgem consulted in January 2004 on practical arrangements for a trial, and in March conducted a statutory consultation on licence changes that allow Ofgem to issue a direction initiating the trial, and permit gas suppliers to object to customers participating in the trial from switching away¹. (In electricity an equivalent change has been made to the MRA.)
- 1.3. The March consultation also includes a draft direction. This document sets out Ofgem’s view of comments made on that draft and explains the final form of the direction.

¹ See “Testing domestic consumer take-up of energy services: trial suspension of 28 day rule”, Ofgem, 12/04, and “Testing domestic consumer take-up of energy services: trial suspension of 28 day rule”, Ofgem, 73/04.

2. The direction

- 2.1. Ofgem received nine responses that commented on the text of the direction.

Structure of pilot

- 2.2. One respondent suggested a quite different trial structure, involving independent energy efficiency and credit providers. However, this would not appear consistent with the underlying brief coming from the White Paper, which was to test an energy services model in which energy and energy efficiency measures are bundled by the supplier. In addition, adopting this suggestion would have required a fundamental redesign that would have seriously delayed commencement of the trial.
- 2.3. One respondent expressed concerns that any relaxation of the 28 day rule could hamper supply competition. Ofgem is alert to this possibility, but believes that the limited scale of the trial should reduce potential for detriment to competition, and at the same time permitting alternative contract structures may boost competition. Trial evaluation will cover this issue.

Consumer protection

- 2.4. Two respondents commented on arrangements for price certainty, commenting on the option of linking the unit price within trial packages to a reference price. One argued that requiring the reference price to be a direct debit price was too restrictive. Another argued that the peg should be to out-of-area not in-area prices. However, in Ofgem's view both of these views are based on a misunderstanding of the peg's purpose. Its objective is to link the price to a widely used price that is exposed to competition and so is unlikely to be manipulated for the sake of altering energy service prices. Since we are not regulating how tight or narrow the link should be, the actual level of the reference price is of little importance. Ofgem continues to see the direct debit price in the relevant area as most exposed to competition and so least likely to be manipulated.
- 2.5. One respondent argued that unit prices should be fixed for the first year of a contract, so as to ensure customers can see the energy efficiency benefits in their

bills. The same respondent suggested the trial should attempt to adjust for the possibility that customers might not see lower bills because they take a comfort benefit instead. However, both these suggestions appear sources of complexity that would create an unwarranted risk for suppliers, and Ofgem has not adopted them.

- 2.6. One respondent commented that we should not give the customer a right to terminate the contract where a supplier has breached the terms of the trial. This was because this right was seen as of little practical value: if the customer tries to switch away, the supplier can object to the transfer and prevent it. Moreover, the respondent doubted the customer's ability interpret regulatory documentation. Ofgem agrees, but only up to a point. Ofgem's reason for including this provision was to strengthen the customer's bargaining position in the case of a dispute, where it often happens that suppliers accept they are at fault but are unwilling to offer real redress. It is true that customers cannot be expected to understand the details of the trial, but this is presumably a case where energywatch can helpfully intervene on the customer's behalf.
- 2.7. energywatch's response stressed that it is preparing internally to assist customers participating in the trial. It also stressed that Ofgem must act effectively against licence breaches. This is of course a statutory duty for Ofgem, and we have a dedicated compliance team to meet this duty.
- 2.8. Two respondents asked for clarification on the question, whether customers can be disconnected for failure to pay non-energy charges. The Electricity Code (which can be found in Schedule 6 of the Electricity Act 1989) sets out the circumstances where a customer may be disconnected, and makes clear that disconnection can only be following non-payment of charges in respect of the supply of electricity or the provision of a meter. The Gas Code (Schedule 2B of the Gas Act 1986) contains similar provisions in section 7(3).
- 2.9. One respondent asked for clarification about arrangements for house moves and termination charges. Paragraph 12 of the direction makes clear that the energy services contract is terminable on house move. This does not, of course, invalidate any credit agreement, but it means that agreement must be enforced through the usual means and not by requiring the customer to take energy from the supplier in his or her new premises. Paragraph 12 also provides that the

contract is terminable where the credit involved in the package is paid off. There is no additional provision for termination charges with regard to non-terminable contracts (which are the subject of the trial). Suppliers remain free to use terminable fixed-term contracts incorporating a termination fee, but this is outside the trial and the scope of this document.

Fuel poverty

- 2.10. Two respondents raised the question, whether the prohibition on selling to customers eligible for substantial support should be limited to cases where the customer would be eligible under a scheme run by that supplier, or whether the supplier should have an obligation to identify all potential support schemes for which the customer might be eligible.
- 2.11. The purpose of this provision was to avoid customers paying for something they could get for free or with substantial support – it should not be relevant, from whom the support is available. On the other hand, it seems unreasonable to require all suppliers to maintain full information about the schemes run by other suppliers, and to make assessments of customers' eligibility for these schemes.
- 2.12. Ofgem has therefore chosen to limit this obligation to cases where the customer would be eligible under a scheme run by that supplier. However, we will be alert to abuse by suppliers. Should evidence emerge of widespread sale of packages to customers who could have got them subsidised or free, Ofgem will amend the direction so as to raise the level of protection offered to these customers.
- 2.13. Several respondents asked for clarification of the term "substantial financial support" in paragraph 5 of the direction. As that paragraph states, Ofgem can issue binding guidance on this point should the need emerge. One respondent suggested 50 per cent was an appropriate threshold. However, until this sector begins to develop, it is difficult for Ofgem to judge what is the appropriate level, and we are concerned not to limit innovation any more than is necessary. Ofgem is therefore not issuing guidance at this time. Should Ofgem become concerned that suppliers are selling packages inappropriately, we would address this in the first instance by offering guidance, not by moving straight to enforcement action.

- 2.14. One respondent asked for clarification whether a customer being in the EEC priority group would in itself be a reason for their being ineligible for a package. From the above, it will be clear that the answer to this depends on the extent to which the supplier itself chooses to offer support to priority-group customers.
- 2.15. One respondent suggested that suppliers should be required to include in their marketing material information about subsidy schemes such as Warm Front. However, since the focus of the trial is very clearly not on fuel poor customers, this would appear an inefficient way to disseminate such information.

SLC 44

- 2.16. Several respondents asked for clarification about the operation of the provisions of standard licence condition (SLC) 44 in the context of the trial. SLC 44, paragraphs 6 and 7, require that where a domestic supply contract allows for unilateral variation by the licensee, and pursuant thereto the licensee varies any term to the significant disadvantage of the consumer or raises the charges, the licensee should write to customers informing them and reminding the customer of the right to switch and that switching will render the variation ineffective.
- 2.17. However, we have made provision for energy service contracts to set out in advance provision for price increases. Suppliers should draft the contracts so that price increases do not represent unilateral variation of the contract terms, but rather the application of agreed terms. So long as they do so, price increases within the terms of the contract will not be a change to the terms of the contract, and SLC 44(6) would not apply.
- 2.18. The same logic would apply to changes in any other terms of the contract.
- 2.19. SLC 44(6) also provides for the Authority to exempt certain cases or classes of cases. However, Ofgem cannot see grounds to use this power at this point, and would only do so were we persuaded that this would be in consumers' interests.

Energy audit and quote

- 2.20. Several respondents suggested the 9-15 per cent banding of measures is too inflexible. One suggested dropping altogether any reference percentages, and relying instead on a list of "major measures", plus a "minor measure". However,

in implementing the trial Ofgem is carrying forward the ESWG's recommendations and these clearly tied the definition of energy services to a 10-15% reduction in energy consumption. This was so as to ensure that customers receive a substantive benefit in exchange for surrendering the right to switch. While Ofgem has already introduced some additional flexibility into the ESWG concept, we are unwilling to depart from this further.

- 2.21. Paragraph 1.b of the direction requires the supplier to assess the efficiency of "all major gas and electrical appliances" on the premises. One respondent asked for further definition of this phrase. However, Ofgem expects suppliers to adopt a common-sense approach. Ofgem would not expect suppliers to assess the efficiency of appliances whose consumption is an immaterial proportion of the overall household consumption, but would expect the supplier to be asking appropriate questions and assessing appliances that are of a type (e.g., fridges) where energy efficiency information is routinely made available.
- 2.22. One respondent suggested that setting out in the quote the expected carbon saving as a result of the measures would be meaningless to most customers, and so dependent on a wide range of assumptions that it might not be accurate. Ofgem agrees with these points, and has removed this obligation.
- 2.23. Several respondents were concerned that giving customers too much information would be confusing or undermine customer confidence. This led to calls to remove from the quote the payback period, or second opinion contact details. On the other hand, one respondent suggested that the assumptions underlying payback periods should be regulated to ensure consistency.
- 2.24. Ofgem recognises some risk of customer confusion, but this is outweighed by the substantial benefit of customer empowerment that arises from providing more information for customers. Moreover, Ofgem does expect suppliers to use sensible consumption assumptions in assessing payback periods. The quote should already make explicit the consumption level assumed, and paragraph 3.viii of the direction has been amended to clarify that the payback calculation should use the same assumption.
- 2.25. One supplier said the link to EEC calculation of savings was unclear. Ofgem has provided guidance, and other suppliers do not appear to have these difficulties.

Several respondents asked how non-standard energy efficiency measures fit with

the trial. The direction allows for such non-standard conditions in paragraphs 16 and 17. In addition, the EEC technical manual includes a procedure for getting new measures accredited in the EEC.

- 2.26. One respondent asked if an audit carried out for the purposes of the trial could be used as part of a “Home Information Pack”, which Government proposes to introduce as part of reforms to the process of selling homes. It would appear that the answer must depend very much on how the audit is carried out and recorded. Ofgem has created some minimal rules about the conduct of the audit that appear fit for the purposes of the trial. However, whether these conditions would be sufficient for the purposes of a “Home Information Pack” is not a question for Ofgem.

Future developments

- 2.27. Several comments were made about the transition to EEC2. Ofgem’s view on this transition was set out in our March consultation. Our current view is that any changes between EEC 1 and EEC 2 are as likely to enhance the diagnostic value of the trial as to detract from it, and so our current view is that the terms of the trial will not be amended as a result of the change in EEC. However, this will be subject to review once the details of EEC 2 are clear.
- 2.28. One respondent suggested that suppliers should take a leading role in the evaluation process, the next task of which would be to review the trial’s success criteria. Ofgem intends to use the ESWG membership as a steering group for evaluation, but on grounds of efficiency intends to carry out evaluation work itself rather than outsourcing it.
- 2.29. In order to align the termination arrangements of the direction with the termination date foreseen in the licence modification, a new paragraph has been added to the direction (paragraph 20) so that the direction ceases to have effect unless Ofgem determines to the contrary.

3. Next steps

- 3.1. As the trial is now in operation, Ofgem will now reallocate resources towards evaluation. The next steps are for Ofgem to write to suppliers and other interested parties with proposals for the evaluation. This letter will be sent later in the summer, once some indications are available about the nature and extent of supplier activity. However, Ofgem will move as quickly as possible to amend the pro formae through which Ofgem gathers data monthly since this step is likely to be necessary whatever approach is adopted.
- 3.2. In discussions at the ESWG suppliers suggested most sales activity would take place over the winter. For this reason, the ESWG suggested an interim review would be appropriate after the first year of the trial's operation. Ofgem will publish this review in the first quarter of 2005-2006
- 3.3. Respondents to the March consultation made the point that suppliers will need to know well before April 2006 what will be the future of energy services marketing. The interim review may provide sufficient information to take this decision; if not, Ofgem will consider the question well before the end of 2005-2006. During 2004/05 and 2005/06 Ofgem will also be taking forward a wider review of the supply licences, and this review will consider the wider role of the 28 day rule.

Appendix 3 - Text of the direction made on 26 May 2004

For the purposes of paragraph [8 / 15] of standard licence condition 46 of the **[Electricity supply licence / Gas suppliers licence]** the Authority directs that the licensee shall not be required to comply with its obligations under paragraph 1 of standard licence condition 46 with respect to any Energy Service Contract entered into by the licensee where the terms and conditions set out in paragraphs 1 to 6 below are satisfied.

[The Authority directs that an Energy Service Contract is a contract of the kind specified for the purposes of paragraph 8(d) of standard licence condition 46 of the gas suppliers licence where the terms and conditions set out in paragraphs 1 to 13 below are satisfied.]

1. Before entering into the Energy Service Contract the licensee must carry out an appropriate energy efficiency audit of the premises in which it is proposed to install energy efficiency measures under the contract. For the purposes of this direction an appropriate energy efficiency audit is one that:
 - (a) is carried out at the premises in which it is proposed to install energy efficiency measures under the contract, unless the consumer requests that the audit is carried out over the telephone or by post using a detailed questionnaire;
 - (b) assesses the efficiency of the heating system, lighting and any insulation at the premises, and assesses the performance of all major gas and electrical appliances at the premises;
 - (c) assesses the energy efficiency measures that may be installed at the premises (including any zero cost energy efficiency measures that may be carried out) and any opportunities for lower carbon generation at the premises; and
 - (d) includes a written report to the consumer setting out the matters described in paragraphs (b) and (c) above.
2. Before entering into the Energy Service Contract the licensee must offer to provide, or arrange to provide, credit to the consumer on reasonable terms for

the purpose of funding the energy efficiency measures to be provided and installed under the contract.

3. Before entering into the Energy Service Contract the licensee must provide the consumer with a written quote that includes the information set out in paragraphs (i) to (xi) below.

- i. the energy efficiency measures to be provided and installed under the contract;
- ii. the total cost of the energy efficiency measures to be provided and installed under the contract;
- iii. the expected reduction in energy consumption at the premises as a result of the energy efficiency measures to be provided and installed under the contract;
- iv. the consumption assumptions underlying the expected reduction in energy consumption at the premises;
- v. the terms of any credit offered by the licensee or its agents, including the APR to be applied and the total cost of any credit;
- vi. the unit charge of the **[electricity/gas]** to be provided under the contract and the method used to calculate the unit charge during the term of the contract;
- vii. the total monthly charge for all of the goods and services to be provided under the contract;
- viii. the payback period (which means for the purposes of this direction the period during which the energy efficiency measures to be provided under the contract must be installed before the total cost of the energy efficiency measures will be equal to the total reduction in the cost of **[electricity/gas]** supplied to the relevant premises based on the average monthly charge for **[electricity/gas]** under the consumer's current supply contract, using the same consumption assumptions as set out in accordance with paragraph 3.iv above);
- ix. the billing arrangements under the contract; and

- x. the circumstances in which the consumer may terminate the contract.
- 4. Before entering into an Energy Service Contract the licensee must provide the consumer with contact details of an independent person or agency that can provide a second opinion in relation to the expected reduction in energy consumption resulting from the energy efficiency measures to be provided and installed under the contract.
- 5. The licensee must not enter into an Energy Service Contract with any consumer that is otherwise eligible to receive substantial financial support from or by the agency of the licensee or its affiliates for the energy efficiency measures to be provided and installed under the contract. (The Authority may provide guidance from time to time as to what proportion of cost shall be interpreted as substantial.)
- 6. The licensee and its affiliates must not enter into Energy Service Contracts with more than 4 percent of the aggregate number of their domestic consumers, or 50,000 domestic consumers, whichever is the greater number.

Energy Service Contract

For the purposes of this direction, an Energy Service Contract means a contract that complies with terms and conditions set out paragraphs 7 to 13 below.

- 7 The contract provides for the supply of **[electricity/ gas]** to the relevant premises by the licensee, and provides for the provision and installation of energy efficiency measures to the relevant premises by the licensee or its agents. The relevant premises will be the premises of a domestic consumer who is a party to the contract or any other premises which the Authority has not notified from time to time as being excluded for the purposes of this direction.
- 8 The contract may provide for the licensee to arrange for the provision of advice, subsequent servicing of the energy efficiency measures, other ancillary services or credit by other persons whether or not these persons are acting as an agent for the licensee.
- 9 The energy efficiency measures provided under the contract must be expected to reduce energy consumption at the relevant premises by at least 9 per cent.

- 10 The term of the contract must comply with paragraphs (a) to (c) below:
- (a) where the energy efficiency measures provided under the contract are expected to reduce energy consumption at the relevant premises by between 9 per cent and 12 per cent, the term of the contract must be no longer than three years;
 - (b) where the energy efficiency measures provided under the contract are expected to reduce energy consumption at the relevant premises by between 12 per cent and 15 per cent, the term of the contract must be no longer than four years; and
 - (c) where the energy efficiency measures provided under the contract are expected to reduce energy consumption at the relevant premises by more than 15 per cent, the term of the contract must be no longer than five years.
- 11 The unit price of **[electricity/gas]** supplied under the contract must be calculated using one of the methods set out in paragraphs (a) to (d) below. The contract must specify the method which will be used to calculate the unit price of **[electricity/gas]** during the term of the contract.
- (a) A fixed unit price.
 - (b) A price above which the unit price will not rise.
 - (c) A fixed difference between the unit price payable under the contract and the price paid by the largest number of the licensee's and its affiliates' consumers (where these consumers pay by direct debit **[for electricity - and are located within the same Grid Supply Point Group as the consumer entering into the contract]**).
 - (d) A unit price where any increase in the unit price shall not be greater than any increase in the relevant retail energy index published by the Department of Trade and Industry, or under any successor arrangement made by the Department of Trade and Industry.
- 12 The contract must be terminable by the consumer without notice in the following circumstances:

- (a) where the consumer ceases to own or occupy the premises in which energy efficiency measures have been installed under the contract;
 - (b) where the consumer has paid in full any credit (and related charges) provided by the licensee or its agents under the contract, or arranged by the licensee or its agents in relation to the contract;
 - (c) where the licensee is in breach of any of the terms and conditions set out in paragraphs 1 to 18 of this direction.
- 13 Any payment request for any goods or services provided under the contract must separately specify:
- (a) charges for **[electricity/ gas]** supplied under the contract;
 - (b) charges for energy efficiency measures provided under the contract; and
 - (c) charges for credit provided under the contract.

Calculating a Reduction in Energy Consumption

- 14 For the purposes of this direction, the reduction in energy consumption resulting from an energy efficiency measure shall be calculated using the same assumptions as are used to calculate a reduction in energy consumption for the purposes of the Electricity and Gas (Energy Efficiency Obligations) Order 2001 (“EEC Methodology”).
- 15 A number of examples of the reduction in energy consumption that shall be regarded as resulting from energy efficiency measures under particular conditions for the purposes of this direction are provided in Annex 1 of this direction.
- 16 Where an energy efficiency measure is installed under conditions that are not represented in the examples provided in Annex 1 of this direction, the reduction in energy consumption for the purposes of this direction shall be calculated using the EEC Methodology.
- 17 Where an energy efficiency measure is installed which is not represented in the examples provided in Annex 1 of this direction, the reduction in energy consumption for the purposes of this direction shall be calculated using the metered demand for **[electricity/gas]** at the premises, and taking account of any exported electricity.

- 18 The Authority may issue guidance from time to time with respect to the methodology that shall be used to calculate the reduction in energy consumption resulting from energy efficiency measures for the purpose of this direction.

Provision of Information to the Authority

- 19 The Authority may require a licensee that enters into an Energy Service Contract to provide the Authority with such information in such manner and at such times as it may reasonably require for the purpose of evaluating the effect of this direction.

Conclusion of the trial

- 20 This direction shall cease to have effect on 1 April 2006 (the “termination date”) unless prior to the termination date the Authority issues a direction providing for its continuing effect or for its ceasing to have effect.

Annex 1

GAS

		Household Energy Demand			Energy Savings (KWh)							Energy savings as proportion of household energy demand						
Property Type	No. bedrooms	Heat & Hot Water Demand	Cooking Appliances and Lighting Demand	Aggregated Household Energy Demand	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Boiler replacement (90%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Boiler replacement (90%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)
Flat	1	11,262	1822	5763.4	6114.9	1485.0	1470.5	1,016.5	680.0	185.0	179.0	37.1%	9.0%	8.9%	6.2%	4.1%	2.6%	2.5%
Flat	2	16,356	2200	7924.5	8880.8	2156.5	2135.2	1,476.3	680.0	185.0	179.0	39.2%	9.5%	9.4%	6.5%	3.0%	1.9%	1.8%
Flat	3	23,864	2947	11299.2	12956.6	3146.7	3116.1	2,153.7	680.0	185.0	179.0	40.1%	9.7%	9.7%	6.7%	2.1%	1.3%	1.3%
Mid-Terrace	2	13,500	2247	6971.6	4485.5	1079.5	2529.6	1,468.7	680.0	185.0	179.0	22.5%	5.4%	12.7%	7.4%	3.4%	2.1%	2.1%
Mid-Terrace	3	16,929	2657	8582.0	5624.5	1353.2	3171.4	1,842.1	680.0	185.0	179.0	22.9%	5.5%	12.9%	7.5%	2.8%	1.7%	1.7%
End-Terrace	2	17,550	2256	8398.7	4485.5	1079.5	4350.3	1,909.5	680.0	185.0	179.0	18.7%	4.5%	18.1%	8.0%	2.8%	1.8%	1.7%
End-Terrace	3	22,008	2667	10369.4	5624.5	1353.2	5455.3	2,395.0	680.0	185.0	179.0	19.0%	4.6%	18.4%	8.1%	2.3%	1.4%	1.4%
Semi-bungalow	2	18,647	2263	8789.7	8183.0	2051.1	3637.2	2,029.2	680.0	185.0	179.0	32.6%	8.2%	14.5%	8.1%	2.7%	1.7%	1.6%
Semi-bungalow	3	21,730	2526	10131.1	9536.2	2390.2	4238.1	2,364.6	680.0	185.0	179.0	32.9%	8.3%	14.6%	8.2%	2.3%	1.5%	1.4%
Det-bungalow	2	21,385	2353	9838.2	8288.4	2114.8	4376.7	2,326.6	680.0	185.0	179.0	29.5%	7.5%	15.6%	8.3%	2.4%	1.5%	1.5%
Det-bungalow	3	24,896	2640	11353.4	9649.2	2461.6	5095.8	2,708.5	680.0	185.0	179.0	29.7%	7.6%	15.7%	8.3%	2.1%	1.3%	1.3%
Det-bungalow	4	28,726	2989	13043.6	11134.2	2840.7	5879.5	3,125.5	680.0	185.0	179.0	29.9%	7.6%	15.8%	8.4%	1.8%	1.1%	1.1%
Semi-house	2	21,453	2616	10124.7	5049.0	1207.0	4920.7	2,334.2	680.0	185.0	179.0	17.5%	4.2%	17.0%	8.1%	2.4%	1.5%	1.4%
Semi-house	3	24,796	2964	11642.1	5836.1	1395.7	5688.2	2,698.0	680.0	185.0	179.0	17.5%	4.2%	17.1%	8.1%	2.0%	1.3%	1.2%
Semi-house	4	28,418	3381	13327.5	6688.7	1599.7	6518.7	3,092.3	680.0	185.0	179.0	17.6%	4.2%	17.1%	8.1%	1.8%	1.1%	1.1%
Det-house	2	28,029	3007	12817.4	5635.5	1390.6	7575.2	3,049.5	680.0	185.0	179.0	15.4%	3.8%	20.7%	8.3%	1.9%	1.2%	1.1%
Det-house	3	32,389	3462	14797.8	6512.7	1607.4	8754.2	3,524.5	680.0	185.0	179.0	15.4%	3.8%	20.7%	8.3%	1.6%	1.0%	1.0%
Det-house	4	37,372	4038	17117.8	7514.0	1853.9	10100.6	4,066.0	680.0	185.0	179.0	15.4%	3.8%	20.7%	8.3%	1.4%	0.9%	0.8%

ELECTRICITY

		Household Energy Demand			Energy Savings (KWh)							Energy savings as proportion of household energy demand						
Property Type	No. bedrooms	Heat & Hot Water Demand	Cooking Appliances and Lighting Demand	Aggregated Household Energy Demand	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Fuel Switching (full elec to full gas)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Fuel Switching (full elec to full gas)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)
Flat	1	8,977	1822	9003.4	5267.5	1218.9	1202.8	2932.7	382.5	185.0	179.0	46.8%	10.8%	10.7%	26.1%	3.4%	1.6%	1.6%
Flat	2	13,038	2200	12630.3	7650.0	1770.6	1747.6	4258.9	382.5	185.0	179.0	48.5%	11.2%	11.1%	27.0%	2.4%	1.2%	1.1%
Flat	3	19,023	2947	18165.1	11161.4	2584.0	2549.2	6214.0	382.5	185.0	179.0	49.2%	11.4%	11.2%	27.4%	1.7%	0.8%	0.8%
Mid-Terrace	2	10,664	2247	10777.4	3785.1	903.6	2090.2	4248.4	382.5	185.0	179.0	28.1%	6.7%	15.5%	31.5%	2.8%	1.4%	1.3%
Mid-Terrace	3	13,372	2657	13354.3	4745.6	1133.1	2620.6	5327.6	382.5	185.0	179.0	28.4%	6.8%	15.7%	31.9%	2.3%	1.1%	1.1%
End-Terrace	2	14,033	2256	13482.7	3785.1	903.6	3652.5	5652.5	382.5	185.0	179.0	22.5%	5.4%	21.7%	33.5%	2.3%	1.1%	1.1%
End-Terrace	3	17,597	2667	16744.6	4745.6	1133.1	4580.7	7088.9	382.5	185.0	179.0	22.7%	5.4%	21.9%	33.9%	1.8%	0.9%	0.9%
Semi-bungalow	2	15,012	2263	14272.9	7531.9	1794.4	3045.6	6083.8	382.5	185.0	179.0	42.2%	10.1%	17.1%	34.1%	2.1%	1.0%	1.0%
Semi-bungalow	3	17,494	2526	16521.0	8777.1	2091.0	3549.6	7088.9	382.5	185.0	179.0	42.5%	10.1%	17.2%	34.3%	1.9%	0.9%	0.9%
Det-bungalow	2	17,347	2353	16231.1	7862.5	1864.9	3777.4	7075.6	382.5	185.0	179.0	38.8%	9.2%	18.6%	34.9%	1.9%	0.9%	0.9%
Det-bungalow	3	20,195	2640	18795.9	9153.7	2171.8	4397.9	8237.5	382.5	185.0	179.0	39.0%	9.2%	18.7%	35.1%	1.6%	0.8%	0.8%
Det-bungalow	4	23,302	2989	21631.1	10561.3	2505.8	5074.5	9504.8	382.5	185.0	179.0	39.1%	9.3%	18.8%	35.2%	1.4%	0.7%	0.7%
Semi-house	2	17,197	2616	16373.9	4494.0	1082.9	4167.6	6942.6	382.5	185.0	179.0	22.0%	5.3%	20.4%	33.9%	1.9%	0.9%	0.9%
Semi-house	3	19,877	2964	18865.1	5194.4	1251.2	4817.0	8024.7	382.5	185.0	179.0	22.0%	5.3%	20.4%	34.0%	1.6%	0.8%	0.8%
Semi-house	4	22,780	3381	21605.6	5953.4	1434.0	5519.9	9197.0	382.5	185.0	179.0	22.0%	5.3%	20.4%	34.1%	1.4%	0.7%	0.7%
Det-house	2	22,735	3007	21194.9	5169.7	1246.1	6477.0	9273.0	382.5	185.0	179.0	19.5%	4.7%	24.4%	35.0%	1.4%	0.7%	0.7%
Det-house	3	26,271	3462	24478.4	5973.8	1439.9	7485.1	10715.1	382.5	185.0	179.0	19.5%	4.7%	24.5%	35.0%	1.3%	0.6%	0.6%
Det-house	4	30,313	4038	28287.8	6892.7	1661.8	8636.0	12364.3	382.5	185.0	179.0	19.5%	4.7%	24.4%	35.0%	1.1%	0.5%	0.5%

COAL		Household Energy Demand			Energy Savings (KWh)							Energy savings as proportion of household energy demand						
Property Type	No. bedrooms	Heat & Hot Water Demand	Cooking Appliances and Lighting Demand	Aggregated Household Energy Demand	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Fuel Switching (full coal to full gas)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Fuel Switching (full coal to full gas)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)
Flat	1	15,243	1822	10357.9	8925.0	2097.0	3251.3	3996.7	748.0	185.0	179.0	48.3%	11.3%	17.6%	21.6%	4.0%	1.4%	1.4%
Flat	2	22,139	2200	14597.5	12962.5	3045.6	4722.6	5805.5	748.0	185.0	179.0	49.7%	11.7%	18.1%	22.3%	2.9%	1.0%	1.0%
Flat	3	32,301	2947	21035.3	18912.5	4443.8	6890.1	8470.2	748.0	185.0	179.0	50.3%	11.8%	18.3%	22.5%	2.0%	0.7%	0.7%
Mid-Terrace	2	18,098	2247	12381.7	6364.0	1506.2	3520.7	5772.2	748.0	185.0	179.0	28.8%	6.8%	15.9%	26.1%	3.4%	1.2%	1.2%
Mid-Terrace	3	22,695	2657	15366.1	7980.7	1888.7	4414.9	7239.0	748.0	185.0	179.0	29.1%	6.9%	16.1%	26.4%	2.7%	1.0%	0.9%
End-Terrace	2	23,863	2256	15619.1	6138.7	1450.1	6157.4	7682.7	748.0	185.0	179.0	22.0%	5.2%	22.1%	27.5%	2.7%	0.9%	0.9%
End-Terrace	3	29,923	2667	19423.5	7697.6	1818.2	7720.6	9633.0	748.0	185.0	179.0	22.2%	5.2%	22.3%	27.8%	2.2%	0.8%	0.7%
Semi-bungalow	2	25,475	2263	16529.3	12631.9	2998.8	5194.4	8227.0	748.0	185.0	179.0	42.8%	10.2%	17.6%	27.9%	2.5%	0.9%	0.9%
Semi-bungalow	3	29,687	2526	19150.5	14720.3	3494.4	6053.7	9587.4	748.0	185.0	179.0	43.0%	10.2%	17.7%	28.0%	2.2%	0.8%	0.7%
Det-bungalow	2	29,519	2353	18883.8	13127.4	3139.9	6256.9	9596.0	748.0	185.0	179.0	38.9%	9.3%	18.6%	28.5%	2.2%	0.8%	0.8%
Det-bungalow	3	34,365	2640	21884.0	15283.0	3655.9	7284.5	11171.1	748.0	185.0	179.0	39.1%	9.4%	18.6%	28.6%	1.9%	0.7%	0.7%
Det-bungalow	4	39,652	2989	25194.3	17634.1	4218.6	8404.8	12890.6	748.0	185.0	179.0	39.2%	9.4%	18.7%	28.7%	1.7%	0.6%	0.6%
Semi-house	2	29,256	2616	18999.4	7456.2	1757.0	7047.4	9437.3	748.0	185.0	179.0	22.0%	5.2%	20.8%	27.8%	2.2%	0.8%	0.8%
Semi-house	3	33,815	2964	21899.9	8618.2	2030.7	8145.6	10907.9	748.0	185.0	179.0	22.0%	5.2%	20.8%	27.9%	1.9%	0.7%	0.7%
Semi-house	4	38,754	3381	25083.6	9877.0	2327.3	9335.6	12501.1	748.0	185.0	179.0	22.1%	5.2%	20.8%	27.9%	1.7%	0.6%	0.6%
Det-house	2	38,624	3007	24636.4	8540.8	2043.4	10931.9	12542.9	748.0	185.0	179.0	19.4%	4.6%	24.8%	28.5%	1.7%	0.6%	0.6%
Det-house	3	44,632	3462	28455.3	9869.4	2361.3	12631.9	14493.2	748.0	185.0	179.0	19.4%	4.6%	24.9%	28.5%	1.5%	0.5%	0.5%
Det-house	4	51,498	4038	32876.5	11387.5	2724.3	14575.0	16722.9	748.0	185.0	179.0	19.4%	4.6%	24.8%	28.5%	1.3%	0.5%	0.4%

Oil

		Household Energy Demand			Energy Savings (KWh)							Energy savings as proportion of household energy demand						
Property Type	No. bedrooms	Heat & Hot Water Demand	Cooking Appliances and Lighting Demand	Aggregated Household Energy Demand	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Replacement boiler (92%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Replacement boiler (92%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)
Flat	1	9,928	1822	6388.7	5390.7	1309.0	1296.3	532.0	595	185.0	179.0	38.8%	9.4%	9.3%	3.8%	4.3%	2.3%	2.2%
Flat	2	14,419	2200	8832.7	7829.4	1901.5	1882.8	773.3	595	185.0	179.0	40.8%	9.9%	9.8%	4.0%	3.1%	1.7%	1.6%
Flat	3	21,038	2947	12624.3	11422.3	2774.4	2747.2	1127.7	595	185.0	179.0	41.6%	10.1%	10.0%	4.1%	2.2%	1.2%	1.1%
Mid-Terrace	2	11,902	2247	7721.3	3954.2	951.2	2229.6	769.5	595	185.0	179.0	23.6%	5.7%	13.3%	4.6%	3.5%	1.9%	1.9%
Mid-Terrace	3	14,924	2657	9522.0	4958.1	1193.4	2795.7	964.3	595	185.0	179.0	24.0%	5.8%	13.5%	4.7%	2.9%	1.6%	1.5%
End-Terrace	2	15,472	2256	9373.2	3954.2	951.2	3835.2	1000.4	595	185.0	179.0	19.4%	4.7%	18.8%	4.9%	2.9%	1.6%	1.5%
End-Terrace	3	19,401	2667	11591.4	4958.1	1193.4	4809.3	1254.0	595	185.0	179.0	19.7%	4.7%	19.1%	5.0%	2.4%	1.3%	1.2%
Semi-bungalow	2	16,439	2263	9825.1	7214.0	1808.0	3206.2	1062.1	595	185.0	179.0	33.8%	8.5%	15.0%	5.0%	2.8%	1.5%	1.5%
Semi-bungalow	3	19,157	2526	11337.7	8406.5	2107.2	3736.6	1237.9	595	185.0	179.0	34.1%	8.5%	15.2%	5.0%	2.4%	1.3%	1.3%
Det-bungalow	2	18,853	2353	11025.7	7306.6	1864.1	3858.2	1218.9	595	185.0	179.0	30.5%	7.8%	16.1%	5.1%	2.5%	1.3%	1.3%
Det-bungalow	3	21,948	2640	12735.8	8506.8	2170.1	4492.3	1418.4	595	185.0	179.0	30.7%	7.8%	16.2%	5.1%	2.1%	1.2%	1.1%
Det-bungalow	4	25,325	2989	14638.7	9815.8	2504.1	5183.3	1636.9	595	185.0	179.0	30.8%	7.9%	16.3%	5.1%	1.9%	1.0%	1.0%
Semi-house	2	18,912	2616	11315.9	4451.5	1064.2	4338.4	1222.7	595	185.0	179.0	18.1%	4.3%	17.6%	5.0%	2.4%	1.3%	1.3%
Semi-house	3	21,860	2964	13018.9	5145.1	1230.0	5014.2	1412.7	595	185.0	179.0	18.2%	4.3%	17.7%	5.0%	2.1%	1.1%	1.1%
Semi-house	4	25,053	3381	14905.5	5896.5	1410.2	5746.9	1618.8	595	185.0	179.0	18.2%	4.4%	17.7%	5.0%	1.8%	1.0%	1.0%
Det-house	2	24,710	3007	14373.8	4968.3	1225.7	6678.5	1597.0	595	185.0	179.0	15.9%	3.9%	21.4%	5.1%	1.9%	1.0%	1.0%
Det-house	3	28,554	3462	16596.2	5740.9	1417.0	7717.2	1845.9	595	185.0	179.0	15.9%	3.9%	21.4%	5.1%	1.6%	0.9%	0.9%
Det-house	4	32,946	4038	19193.0	6624.9	1634.6	8904.6	2129.0	595	185.0	179.0	15.9%	3.9%	21.3%	5.1%	1.4%	0.8%	0.7%

LPG

		Household Energy Demand			Energy Savings (KWh)							Energy savings as proportion of household energy demand						
Property Type	No. bedrooms	Heat & Hot Water Demand	Cooking Appliances and Lighting Demand	Aggregated Household Energy Demand	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Replacement boiler (90%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)	0-250mm Loft Insulation	50-250mm Loft Insulation	Cavity Wall Insulation (pre 1976)	Replacement boiler (90%)	Tank jacket	4 CFLs	A-Rated Fridge Freezer (standard)
Flat	1	10,935	1822	6523.9	5937.3	1,441.600	1428.0	825.6	657.9	185.0	179.0	39.1%	9.5%	9.4%	5.4%	4.3%	2.3%	2.2%
Flat	2	15,882	2200	9029.1	8623.3	2,094.400	2074.0	1199.9	657.9	185.0	179.0	41.1%	10.0%	9.9%	5.7%	3.1%	1.6%	1.6%
Flat	3	23,172	2947	12910.9	12581.7	3,055.750	3025.2	1749.9	657.9	185.0	179.0	41.9%	10.2%	10.1%	5.8%	2.2%	1.1%	1.1%
Mid-Terrace	2	13,109	2247	7883.4	4355.4	1,048.050	2455.7	1193.2	657.9	185.0	179.0	23.8%	5.7%	13.4%	6.5%	3.6%	1.9%	1.8%
Mid-Terrace	3	16,438	2657	9725.4	5461.3	1,314.100	3079.6	1496.3	657.9	185.0	179.0	24.1%	5.8%	13.6%	6.6%	2.9%	1.5%	1.5%
End-Terrace	2	17,042	2256	9583.9	4355.4	1,048.050	4224.5	1551.4	657.9	185.0	179.0	19.5%	4.7%	19.0%	7.0%	3.0%	1.5%	1.5%
End-Terrace	3	21,370	2667	11855.7	5461.3	1,314.100	5297.2	1945.6	657.9	185.0	179.0	19.8%	4.8%	19.2%	7.1%	2.4%	1.2%	1.2%
Semi-bungalow	2	18,106	2263	10049.0	7945.8	1,991.550	3531.8	1648.3	657.9	185.0	179.0	34.0%	8.5%	15.1%	7.1%	2.8%	1.5%	1.4%
Semi-bungalow	3	21,100	2526	11598.7	9259.9	2,320.500	4115.7	1920.9	657.9	185.0	179.0	34.3%	8.6%	15.3%	7.1%	2.4%	1.3%	1.2%
Det-bungalow	2	20,765	2353	11282.5	8048.7	2,052.750	4250.0	1890.5	657.9	185.0	179.0	30.7%	7.8%	16.2%	7.2%	2.5%	1.3%	1.3%
Det-bungalow	3	24,175	2640	13034.8	9369.6	2,390.200	4947.9	2201.2	657.9	185.0	179.0	30.9%	7.9%	16.3%	7.3%	2.2%	1.1%	1.1%
Det-bungalow	4	27,894	2989	14983.7	10811.2	2,758.250	5708.6	2539.4	657.9	185.0	179.0	31.0%	7.9%	16.4%	7.3%	1.9%	1.0%	1.0%
Semi-house	2	20,831	2616	11573.6	4902.8	1,172.150	4778.7	1896.2	657.9	185.0	179.0	18.2%	4.4%	17.8%	7.0%	2.4%	1.3%	1.2%
Semi-house	3	24,077	2964	13316.7	5667.0	1,354.900	5523.3	2191.7	657.9	185.0	179.0	18.3%	4.4%	17.8%	7.1%	2.1%	1.1%	1.1%
Semi-house	4	27,594	3381	15246.8	6494.0	1,552.950	6330.0	2511.8	657.9	185.0	179.0	18.3%	4.4%	17.9%	7.1%	1.9%	1.0%	0.9%
Det-house	2	27,217	3007	14710.4	5472.3	1,350.650	7355.9	2477.6	657.9	185.0	179.0	16.0%	3.9%	21.5%	7.2%	1.9%	1.0%	1.0%
Det-house	3	31,450	3462	16985.2	6324.0	1,560.600	8500.0	2863.3	657.9	185.0	179.0	16.0%	4.0%	21.5%	7.2%	1.7%	0.9%	0.8%
Det-house	4	36,289	4038	19641.8	7296.4	1,800.300	9807.3	3304.1	657.9	185.0	179.0	16.0%	3.9%	21.5%	7.2%	1.4%	0.8%	0.7%