



Andrew MacFaul
Consultation Co-ordinator
Ofgem
9 Millbank
London
SW1P 3GE

Sent by email to eco.consultation@ofgem.gov.uk

Monday 1 December 2014

Dear Andrew

Energy Companies Obligation (ECO) 2015-2017: Consultation on specific HHCR requirements

Thank you for the opportunity to comment on these issues. Responses to individual questions are provide on the following pages.

If you have any queries or require any clarification, please contact Mike Feely on 07921 491171.

Yours sincerely

Jill Laurie
Senior Regulatory Analyst

E.ON Energy Solutions Limited
Newstead Court
Little Oak Drive
Sherwood Park
Annesley
Nottinghamshire
NG15 ODR
eonenergy.com

Jill Laurie
T 02476 183747
F
jill.laurie@eonenergy.com

E.ON Energy Solutions Limited
Registered in
England and Wales
No 3407430

Registered Office:
Westwood Way
Westwood Business Park
Coventry CV4 8LG

Question 1a

Do you agree with our proposed test to identify the main space heating system of a premises? If not, can you suggest any alternative ways of identifying the main space heating system?

We agree with Ofgem's proposed test.

Question 1b

Can you suggest any alternative ways that suppliers can demonstrate the fuel type of the main space heating systems of a premises?

We do not have any suggestions.

Question 1c

Do you agree that an accredited OCDEA/DEA should conduct the assessment of the fuel type of the main space heating system of the premises where a SAP or RdSAP calculation is used to demonstrate this?

We agree with this.

Question 1d

Are there any other aspects relating to non-gas fuelled premises in ECO2 that you think we should consider?

We do not believe there are any other aspects Ofgem should consider.

Question 2a

Do you agree with our proposal to use the boiler definition from Appendix 2 of the ECO Guidance? If not, can you suggest an alternative definition?

We agree with the proposal.

Question 2b

Do you agree with our definition of a heating system and the components a heating system comprises? If not, can you suggest an alternative definition?

We agree with the proposal; however we do not believe that there is any situation where all of the components listed would be comprised in any one system. We therefore believe the requirement should be either that it includes 'some' of the

components, or 'all of the relevant' components, rather than 'all or some' as stated in the consultation.

Question 2c

Do you think that there are alternative ways to demonstrate that a qualifying warranty has been provided to the occupier?

We believe that the customer should sign a declaration stating that they are aware the installation is now under warranty (from the point of commissioning) and that they know how to access support if required. We believe this declaration should also align with Ofgem's stated declaration whereby the customer confirms they have not been charged for the warranty. This covers the situation where hard copies of warranty agreements are remitted to the customer after the date of installation and ensures that the customer is not left without help should a problem arise.

Question 2d

Are there any other aspects relating to qualifying warranties for replacement boilers in ECO2 that you think we should consider, in particular the occupier declaration?

We believe that the extent of cover provided under the warranty should be aligned to those elements of the installation which the manufacturer prescribes the engineer to check, inspect or take a specific action. For example, where a corroded water storage tank in a roof space perishes during the period of warranty cover, the expectation is that this would be remedied under the warranty if the installation instructions from the manufacturer state that the storage tank should be checked or inspected prior to/as part of the installation. It would be unreasonable, we believe, for the warranty to cover such instances as the perished tank where the installer had no technical requirement to assess the condition of this tank.

We further believe that the transfer conditions of the warranty should be clearly described so as to provide clarity in the instance that a householder moves out of a property and a new householder takes residence. It is possible that a further breakdown of the system could result in a new obligated party visiting the property to consider an ECO measure without knowing that a current warranty was in force on the heating system. This could result in a duplicate measure and greater confusion for the householder.

Question 3a

Do you agree that the warranty should be for the functioning of the entire electric storage heater installed and that this can be demonstrated by a

manufacturer's warranty?

We agree with this.

Question 3b

If more than one electric storage heater is installed in the premises, do you agree that one warranty covering all of the replacement electric storage heaters is sufficient?

We agree that this would be ideal, however this would need to be subject to the manufacturer's approval. In practice, we believe each heater will have its own warranty.

Question 3c

Are there any other aspects relating to warranties for replacement electric storage heaters in ECO2 that you think we should consider?

The manufacturer's warranty will not cover an error in assessment of the size of heater required. We would request that Ofgem develop a checklist, to be completed by the installer, declaring that the heater has been installed in accordance with manufacturer's instructions and that a proper assessment of the size required has been undertaken.