



# SCOTTISHPOWER

Claire Valente  
Energy Efficiency and Social Programmes Team  
Ofgem  
9 Millbank  
London  
SW1P 3GE  
Email: [eco.consultation@ofgem.gov.uk](mailto:eco.consultation@ofgem.gov.uk)

30 November 2015

Dear Claire,

## ECO2 TECHNICAL REQUIREMENTS CONSULTATION

We welcome the opportunity to respond to this consultation.

In our view, there is no direct correlation between the presence of or the lack of a guarantee and the lifetime of a measure. However, we understand that applying a default lifetime of 0 years for wall insulation measures without an appropriate guarantee would allow Ofgem to legitimately reject certain measures of this type, where you have concerns over quality.

From a contractual point of view, for ScottishPower, if a wall insulation measure does not have an appropriate guarantee, we are not obliged to pay for the measures and so this would be a helpful change.

As such, we support the proposal to apply a default lifetime of 0 years for wall insulation measures without an appropriate guarantee, but only on the basis that it does not set a precedent which assumes a link between a guarantee and a measures' lifetime. A guarantee is for the customer's protection and is there to guard against the risk of a measure failing in a given period. We ask that if this change is taken forward, that Ofgem acknowledge this in the response to this Consultation.

We also support the proposal to have a remote re-inspection option under certain circumstances where it is clear from photographic evidence (pre and post remedial work taking place) that the Technical Monitoring failure has been rectified.

We have provided a detailed response to the consultation questions in the attached Annex.

If you would like to discuss our response further, please do not hesitate to contact me.

Yours sincerely,

ScottishPower Energy Retail Limited, Cathcart Business Park, Spean Street, Glasgow G44 4BE  
Telephone 0141 614 0000  
[www.scottishpower.com](http://www.scottishpower.com)

**Claire Doherty**  
Policy and Industry Liaison Manager

ECO2 TECHNICAL REQUIREMENTS CONSULTATION

SCOTTISHPOWER RESPONSE

Question 1

- 1.1 Do you agree that the default lifetime for wall insulation measures without an appropriate guarantee is 0 years?**

Yes.

- 1.2 Please give reasons for your answer.**

In our view, there is no direct correlation between the presence of or the lack of a guarantee and the lifetime of a measure.

A guarantee is for the customer's protection and is there to guard against the risk of a measure failing in a given period. The lifetime of a measure is only valid if a measure has been installed correctly to the specification of the design of the system; a guarantee does not ensure this has been done. One measure correctly installed with a guarantee will not have a different lifetime to a similar correctly installed measure without a guarantee. Indeed, if the guarantee was connected to the lifetime, there would be a case for arguing as to why the guarantee is only for 25 years, as opposed to the entire lifetime of the measure of up to 42 years.

However, we understand that applying a default lifetime of 0 years for wall insulation measures without an appropriate guarantee would allow Ofgem to legitimately reject certain measures of this type, where you have concerns over quality.

From a contractual point of view, for ScottishPower, if a wall insulation measure does not have an appropriate guarantee, we are not obliged to pay for the measures and so this would be a helpful change.

As such, we support the proposal to apply a default lifetime of 0 years for wall insulation measures without an appropriate guarantee, but only on the basis that it does not set a precedent which assumes a link between a guarantee and a measures' lifetime. We ask that if this change is taken forward that Ofgem acknowledge this in the response to this Consultation.

Question 2

- 2.1 Where there is alternative assurance available in support of the lifetime, do you agree that we should determine the lifetime through a case-by-case assessment of the evidence, up to a maximum of the standard lifetime for that measure type?**

No.

- 2.2 Please give reasons for your answer.**

Where assurance is available that the measure has been installed correctly by an appropriately accredited installer, the lifetime should be the maximum lifetime as

specified by the system provider, as opposed to a flexible lifetime which is determined by Ofgem.

### Question 3

**3.1 Do you consider that an alternative approach would be more appropriate in determining the lifetime for wall insulation measures without an appropriate guarantee?**

Yes.

**3.2 If yes, please provide details.**

See response to Question 2.2.

### Question 4

**4.1 Do you agree that in some circumstances, remote re-inspections are appropriate?**

Yes.

**4.2 Please give reasons for your answer.**

There are some circumstances where remote re-inspections are appropriate. For example, if a drill hole has been missed during the installation of cavity wall insulation or draft-proofing around a loft hatch has been missed during the original installation, a pre and post photograph could allow you to see that these failures have been appropriately remediated.

Allowing remote re-inspections as an option, where appropriate has numerous benefits which include the fact it would cost less than a site re-inspection, particularly if a single re-inspection was in a remote area, such as the Highlands of Scotland. There would also be less inconvenience/disturbance to the customer and it would remove non-access issues. We therefore support this proposal.

### Question 5

**5.1 Do you agree that it may be possible to remotely re-inspect the technical monitoring failure types we suggest in Appendix 1?**

Yes, with the exception of PWI.3 as outlined in our response to Question 5.3.

In our view, remote re-inspections should be an option that is available to suppliers, but they should not be the only way to re-inspect, and it should be the supplier's decision whether or not to exercise this option.

**5.2 Please give reasons for your answer.**

We think that it would be possible to remotely re-inspect the monitoring failure types suggested in Appendix 1, with the exception of PWI.3, as outlined in our response to Question 5.3. In terms of the process, on the first inspection, the inspector should assess whether the failure in question can be remotely re-inspected including whether it will be possible to take a clear and suitable photograph that could be

replicated by the installer after remediation, sufficient enough for the inspector to determine whether the fail has been corrected.

**5.3 Please list those questions in Appendix 1 where you disagree with the proposal. Please explain your reasons.**

PWI.3 – We disagree with this proposal as we cannot see how this could be checked remotely. If the cavity was not filled, a photograph would not confirm that it is filled.

**5.4 Please list any other failure types that you feel should be included. Please explain your reasons.**

There are no other failure types that we feel should be included.

**Question 6**

**6.1 Do you agree that technical monitoring fails can only be re-inspected remotely in cases where the technical monitoring agent has deemed it possible during their original inspection?**

Yes.

**6.2 Do you agree that remote re-inspections must be conducted using photographs taken before and after remedial works, and that original photographs must be taken by the monitoring agent during their original inspection?**

Yes.

**6.3 Do you agree that the photographs need to be GPS location-stamped?**

Yes.

**6.4 Do you agree that the technical monitoring agent should be able to request additional evidence to assist with the remote re-inspection? If so, please provide examples of suitable evidence.**

Yes. A signed customer declaration, collected by the installer on completion of remedial works, is an example of suitable additional evidence. See also our response to Question 6.8.

**6.5 Do you agree that the remote re-inspection should be conducted by the same agent that conducted the original site audit?**

No. We do not believe that the remote re-inspection needs to be conducted by the same agent that conducted the original site audit. However, we do believe that it should be conducted by an agent that works for the same Technical Monitoring company. This is to allow for situations where the original agent is unavailable or where a Technical Monitoring company has a dedicated person who is technically capable of carrying out the remote re-inspection.

**6.6 Do you agree that the technical monitoring agent must conduct a site audit if there is any doubt in the evidence assessed during the remote re-inspection?**

Yes. However, if the photographic evidence is not clear enough, the installer should be given the opportunity to re-supply it to minimise any unnecessary costs.

**6.7 Do you think that monitoring agents should monitor a minimum percentage of re-inspections on site? If so, what is an appropriate percentage?**

No. We do not believe this is necessary. If the photographic evidence does not provide enough confidence that the fail is rectified to the inspector, then this option should not be used at all. This would make the remote re-inspection process too cumbersome to manage. In these particular instances, an onsite re-inspection should be required. If this process is in place, there should be no need to monitor re-inspections onsite.

**6.8 Please provide any further suggestions for processes that may increase the accuracy of remote re-inspections, or enhance consumer protections.**

A generic Remedial Work Form should be created, which must be completed and signed by the installer that conducts the remedial work and also signed by the customer. This form should confirm that the necessary remedial work has taken place and should be made available to the Technical Monitoring Agent alongside any photographic evidence.

**Question 7**

**7.1. Please estimate the time that could be saved by these proposals?**

These proposals are likely to save the Technical Monitoring Agent's time. However, from discussions with one of our Technical Monitoring Agents, we do not believe that this will reduce the cost of re-inspection to any significant extent (possibly by just £10 per re-inspection). This is due to needing a trained inspector to assess the evidence and complete any necessary reporting requirements. As such, it could save up to c.10% of total re-inspections time and costs.

It may also save some further time for the inspectors if there were access issues which prevent them carrying out their re-inspections. However, this is difficult to quantify as we would not know if there would have been access issues if we do not attempt an onsite inspection.