

Appendix 2 – Consultation Questions

Lifetime for wall insulation measures without an appropriate guarantee

Question 1

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

Yes - but npower would challenge that this is the correct way to approach guarantees.

1.2 Please give reasons for your answer.

Insurance backed guarantees are in place for customer protection. Npower fully support the requirement for guarantees to be in place for wall insulation measures. Npower would support this being a non-negotiable compliance requirement.

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.

Npower would question the 'who' of giving the alternative assurance. Who would this be? We would also question the 'how'. How would this process for giving this assurance be decided? We would question the prudence of introducing untried practises for guaranteeing ECO measures – this should not be a test ground when it comes to consumer protection

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?

No. Evidence from previous Obligations demonstrates that where issues have arisen with wall measures without an appropriate insurance backed guarantee in place, the customer can be left without recourse to rectify. We would not advocate a return to a position where the consumer is left more exposed.

3.2 If yes, please provide details.

N/A

Technical monitoring questions for remote re-inspection

Question 4

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

Yes. Agreed in some circumstances

4.2 Please give reasons for your answer.

If clear photographic evidence can be provided by the installer from remediation, then a re-inspection would not be required. Photo evidence needs to be dated & ideally GPS location shown on photos (or other building reference points)

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 - Agreed for heating measures

No - Not agreed for insulation measures

5.2 Please give reasons for your answer.

Heating measures - If clear photographic evidence can be provided by the installer after remediation this would negate the requirement (and expense) of a re-inspection.

Insulation measures – There would be difficulty in capturing the large areas involved in insulation measures with sufficient detail. It would not be possible to have 100% confidence that the remedial work had been fully and effectively executed based on photographs alone.

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

No questions for heating measures

Question CWI.4, PWI.1 & PWI.2 - evidencing large areas in the detail required to make a desk based decision would be difficult to evidence by photographs alone. Full confidence that the measure had been fully rectified would not be absolute.

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

CWI.1 once the inspection has taken place and failed the installer can produce documentation to prove the material is suitable

CWI.2 once the inspection has taken place and failed the installer can produce documentation to prove the material is suitable for the construction type

EWI.2 - desk based paperwork exercise to prove compliance

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 – Agreed

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 - Agreed

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

Not necessarily; if the remedial photograph matches the before picture, then the TMA could make a decision on whether the evidence was appropriate. However, we strongly recommend GPS and date stamps are used on all photographs and would support this as a requirement.

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 – signed documentation from the installer could form additional evidence but npower believe that clear photographs are a prerequisite for remote sign off of a measure having been remediated.

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

Yes, as they are independent.

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 - Agreed

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 - if the independent TMA deems that photographic evidence is sufficient then we should accept their judgement.

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

Introduce an element of Customer Satisfaction Monitoring – eg if after installer has remediated the measure they were obliged to complete a CSAT form and submit with evidence.

Question 7

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

At least an hour per re-inspection plus the time taken to arrange the re-inspection, get it booked in and the time lag between. Would also help alleviate the no access problem sometimes experienced by TMAs when booking re-inspections.