



Department
of Energy &
Climate Change

Government response to the consultation on the proposal to amend the information to be included in section 77A statements relating to Green Deal consumer credit agreements

September 2014

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Any enquiries regarding this publication should be sent to us at:

Department of Energy and Climate Change
3 Whitehall Place
London
SW1A 2AW

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1. Executive Summary

In order to help Green Deal Providers to issue statements that are consistently compliant and in a form that is clear to the customer, we are making the following modifications through the Consumer Credit (Information Requirements and Duration of Licences and Charges) (Amendment) Regulations 2014:

- We are providing that where a subsequent electricity bill payer becomes the debtor under the agreement, any statement given to that person must not show payments made by a previous bill payer and must be based on the assumption that the previous bill payer paid all instalments as they fell due, to ensure that statements to a new debtor will not include arrears built up by a previous bill payer.
- We are providing that where an electricity bill payer switches electricity suppliers, subsequent statements must be based on the assumption that payments due to the previous electricity supplier were paid in full, so that the account is in effect 're-set'. This guards against data protection issues, because Providers have no way to distinguish whether the bill payer has changed following the change in electricity supplier or not, particularly if the customer name remains the same.
- We are making special provision for the content of statements where a debtor pays for his or her electricity supply by way of a prepayment meter. This will permit creditors to aggregate payments on a monthly basis, based on assumed payments and should be clearer for the customer.
- We are addressing the potential difficulties caused by the fact that the creditor is reliant on information received from a third party to produce statements by providing that a statement which contains errors and omissions as a result of a deficiency in the information provided to the creditor, which the creditor could not reasonably have been expected to know about, will not breach the Regulations; but a subsequent statement must contain the corrected information and include an explanation to this effect.
- We are making specific provision for plans entered into before 28 February 2014. As a result of amendments made in section 189B (under the Consumer Credit Act 1974 (Green Deal) (Amendment) Order 2014), for Green Deal plans made on or after 28 February 2014, the word "debtor" in section 77A is to be read as "current bill payer. To prevent a situation occurring where a bill payer's private data, such as personal financial details, is given to the debtor (where they are different people) we are providing for a shortened form of the statement to be issued in certain situations.

2. Introduction

The Energy Act 2011 introduced a new type of credit arrangement called a “Green Deal Plan” which enables owners and occupiers to make energy efficiency improvements to their property. The improvements are paid for over time through instalments added to the electricity bill for the property. Responsibility for making those instalments rests with the person who is, for the time being, responsible for paying the property’s electricity bill (the bill payer). Therefore, when someone moves out of a property and ceases to be the electricity bill payer, they will no longer be responsible for the repayments.

Where the person signing the agreement (the ‘improver’) is an individual¹, the Green Deal Plan may be a regulated consumer credit agreement under the Consumer Credit Act 1974 (CCA).² The CCA regulates the manner in which credit agreements are entered into as well as the conduct of the creditor.

The CCA requires that certain information and statements are given to debtors under regulated consumer credit agreements, either periodically or on request. In particular, section 77A requires the provision of periodic statements at least annually. Given the unique nature of the Green Deal as a consumer credit agreement, many Green Deal Providers³ have been facing challenges in meeting the requirements associated with issuing compliant section 77A statements.

On 14 January 2014, DECC published a consultation which proposed to amend the Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007, using the power in section 77A(2) of the CCA. The consultation is available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/271246/consultation_proposal_amend_info_included_section_77A_statements_relatig_green_deal_consumer_credit_agreements.pdf

The proposals aimed to remedy the challenges Green Deal Providers were facing in meeting the requirements associated with issuing section 77A statements in relation to the Green Deal. These proposals sought to address the risk that section 77A statements issued during the course of a Green Deal Plan could be non-compliant. The proposed changes also aimed to ensure that the information provided in statements is beneficial to the consumer.

¹ As defined by section 189 of the Consumer Credit Act 1974.

² On 9 January 2014 the Government laid the Consumer Credit Act 1974 (Green Deal) (Amendment) Order 2014.

³ A Green Deal Provider is a company that establishes the credit agreement with the improver and therefore has responsibility for issuing statements under s77A of the CCA.

3. Background

The Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007 (“the 2007 Regulations”) set out the form and content of statements to be given by the creditor, under a regulated fixed-sum credit agreement, to the debtor.

Given the unique nature of the Green Deal plan as a consumer credit agreement and, in particular, the fact that (a) payments are made to a third party through electricity bills, and (b) the liability to make payments transfers to subsequent electricity bill payers for the property, it is necessary to modify the requirements of the 2007 Regulations as they apply to statements issued under section 77A for Green Deal plans. Without modification it would be difficult for Green Deal Providers to consistently issue statements which comply with the legislation.

The following issues associated with the requirements set out in the 2007 Regulations were addressed in the consultation:

Issue 1:

Electricity suppliers collect Green Deal repayments from customers on behalf of Green Deal Providers. As set out in the Green Deal Arrangements Agreement (GDAA)⁴, electricity suppliers have three working days to remit those repayments to Green Deal Providers, or a third party financier. Due to this time delay, it is possible that a Green Deal Provider may not be aware of a recent payment made by a customer, and therefore will be unable to reflect this payment in a section 77A statement, should one need to be issued before the payment is received. Furthermore, in the case of a customer using a prepayment meter, there is no clear date when a Green Deal payment is made by the customer. The customer will top-up their meter as needed. Fractions of Green Deal payments will be deducted from the meter balance several times a day. A statement which showed every fraction would contain hundreds of payments. This would be confusing and not particularly useful to consumers.

Issue 2:

The 2007 Regulations require that section 77A statements must include the amount and date of any payment made into the account by, or to the credit of, the debtor during the period to which the statement relates. We took the view that statements should set out the dates and amounts of payments that are made into the account of the electricity supplier (as the agent of the Green Deal Provider) by the consumer (as opposed to payments that are made into the account of the Green Deal Provider from the electricity supplier).

Issue 3:

A unique feature of Green Deal plans is that the person responsible for making repayments under the credit agreement automatically transfers, by operation of law, when a new customer becomes responsible for paying the electricity supply at the property. The new customer will not assume any liability for Green Deal payment arrears accrued by previous customers. The opening and closing balances in statements (referred to in paragraphs 3(f) and 3(j) of Part 1 of Schedule 1 of the Regulations) relating to Green Deal plans should not include arrears accrued by previous customers. If such arrears were included, there could be a risk that information relating to other bill payers is disclosed to the person receiving the statement.

⁴ <http://gdorb.decc.gov.uk/gdaa>

In the consultation, we proposed to amend the Consumer Credit (Information Requirements and Duration of Licences and Charges) Regulations 2007 for the purpose of Green Deal plans. In order to resolve **issue 1** we proposed to:

(a) Provide that a statement does not breach the regulations if:

- it omits a payment which the creditor has not received from the electricity supplier provided that the creditor is not aware of the payment by other means, or
- the statement contains an estimate of the amount of the payment and the estimated date the payment was received by the electricity supplier, if the creditor has been informed by the electricity supplier for the property that the bill payer uses a prepayment meter and the creditor is not aware of the date on which a payment was made into the account. Such estimates will lead to fewer payments being shown on the statement and might better reflect the actual payments made by prepayment meter customers. Where such payments have been estimated, the consultation set out that we also intended to make provision for balances and interest to be estimated.

(b) Require creditors to include an explanatory paragraph which explains:

- that a payment may not be included in the statement if it has not yet been received by the creditor from the electricity supplier, and
- to bill payers who have made payments using a prepayment meter, that their statement may show estimates of the dates and amounts when payments were received by the electricity supplier and may include payments which have not yet been made. These dates and amounts may not correspond to the date on which and the amount by which the bill payer topped up their prepayment meter.

Regarding **issue 2**, we proposed making an amendment to put beyond doubt that, in the case of Green Deal plans, the date and amount of any payment required to be listed by virtue of paragraph 3(g) of Part 1 of Schedule 1 means the date and amount of any payments that are made into the account of the electricity supplier (as the agent of the Green Deal Provider).

To resolve **issue 3** we proposed to clarify that a statement given to a customer should only contain information pertaining to him or her, not to other customers and balances should not include amounts which are owed by previous bill payers. Our rationale for this was that we believed it would not be in line with data protection principles for a consumer to be provided with information that could let them determine that arrears are owed by previous bill payers and the amount of those arrears. Furthermore, as the customer is not liable for those arrears, the balance of account is more accurate if it disregards them.

4. Outcomes of the Consultation

We received eight responses to the consultation. This section discusses the key issues that were highlighted by stakeholders and how these have been reflected in the modifications to the 2007 Regulations. While all the points raised as part of the consultation have been considered, this document discusses the most significant issues raised, rather than responding to individual comments. This section should be read alongside the January consultation, particularly the draft amendments that were consulted on, which can be found in Annex 1 of the consultation document:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/271246/consultation_proposal_amend_info_included_section_77A_statements_relatng_green_deal_consumer_credit_agreements.pdf

Consultation Question 1a:

Do you agree that the proposed amendments are sufficient to issue compliant section 77A statements for Green Deal Plans?

Summary of responses

Generally, respondents were in agreement that the proposed amendments were sufficient to issue compliant section 77A statements for Green Deal plans. There were some suggested changes to the wording of the proposed amendments and where possible we have adopted these. Specific comments are addressed under the relevant consultation questions below.

Government Response

Although feedback during the consultation showed that respondents were generally content with the proposals, following the consultation we received additional comments from stakeholders that the amendments did not go far enough in terms of allowing Green Deal Providers to consistently issue compliant section 77A statements. We have decided to proceed with the amendments set out in the consultation, which have been revised to include the proposed changes made through the consultation process, where possible; and further, we have considered some suggestions put forward outside the consultation process by stakeholders on additional amendments, which may be needed to allow Green Deal Providers to consistently issue compliant s77A statements. We have set out in the relevant sections below where we have decided to accept these suggestions.

Consultation Question 1b:

Do you think that the proposed amendments will result in statements that are understandable to consumers?

Summary of responses

The majority of respondents agreed that the proposed amendments will result in statements that are understandable to consumers. A minority of respondents felt there could be some confusion when a bill payer changes, for example, if a customer receives an annual credit statement soon after receiving an opening statement (a requirement set out in the Green Deal Code of Practice), and also whether prepayment meter customers will be able to adequately understand the proposed use of estimated payments.

Government Response

We take the view that as a creditor has one year and 30 days from the date that a new bill payer assumes liability for the electricity bill (and hence liability for making Green Deal repayments) in which to issue a section 77A statement, it is very unlikely that a customer would receive an annual credit statement soon after receiving an opening statement.

We agree that prepayment meter customers may find the proposed use of estimated payments more difficult to understand and, therefore, as detailed in our response to consultation questions 4a and 4b, we have allowed creditors the option of aggregating assumed payments on a monthly basis, to simplify the information which they will provide to prepayment meter customers.

Consultation Question 1c:

Are you content that the proposed amendments will be practical for Providers to implement?

Summary of responses

The majority of respondents agreed that the proposed amendments will be practical for Providers to implement but some respondents were concerned about the cost of implementing the changes.

Government Response

We believe that our proposed amendments to the 2007 Regulations will make it more straightforward for Green Deal Providers to comply with the requirements of the regulations and therefore ought to reduce the burden on Providers.

Consultation Question 2:

With regards to issue 2⁵, do you agree with our proposal that the payments that should be reflected in the statement are those that are made into the account of the electricity supplier (as they are the agent of the Green Deal Provider)?

Summary of responses

Respondents were generally in agreement with our proposal that the payments that should be reflected in the statement are those that are “made into the account of the electricity supplier”.

Government Response

Following the consultation, we took the view that we needed to clearly define the wording “made into the account of the electricity supplier” and have revised the amendment to state that a payment “made into the account of the current bill payer with the relevant energy supplier, is to be treated as made into the account of the current bill payer with the creditor relating to the agreement.” We believe that this provides the clarity that creditors need. This has been inserted under new paragraph 3A of Part 1 of Schedule 1 and this wording is also used where applicable, throughout the modifications to the regulations.

⁵ Prior to our modifications, the 2007 Regulations set out that section 77A statements must include the amount and date of any payment made into the account by, or to the credit of, the debtor during the period to which the statement relates.

Consultation Question 3:

Are you content that the new regulation 6A⁶ resolves issue 3 in a way which is practical to implement?

This proposal sought to address the situation where a person responsible for making repayments under the credit agreement automatically transfers, by operation of law, when a new customer becomes responsible for paying the electricity supply at the property and that the new customer will not assume any liability for Green Deal payment arrears accrued by previous customers. It sought to address the risk that information relating to other bill payers could be disclosed to the person receiving the statement.

Summary of responses

Respondents were generally content that the proposed amendment was a practical way of resolving this issue. However, one respondent was concerned that the date the current bill payer became liable for Green Deal instalments may not be known.

Additional concerns were raised following the consultation that the scope of the new regulation was too narrow and did not cover all eventualities in terms of changes of bill payers or suppliers. For example, there was a concern that the proposed amendment, as drafted, would not deal sufficiently with changes in bill payers, particularly where there is more than one bill payer jointly and severally liable to pay the Green Deal charge. It was felt that the regulation also needed to account for the situation where a customer has changed electricity supplier. The reason for this is because Providers have no way to distinguish whether the bill payer has changed following the change in electricity supplier or not, particularly if the customer's name remains the same. If they assume it is the same person when it is not, this could lead to data protection issues because a Provider may issue a statement showing arrears relating to the period in which the previous electricity supplier was collecting the Green Deal payments, not realising that those arrears related to a different bill payer.

Government Response

Following this feedback, we have made some changes to our initial proposal for what are now regulations 10A (for Plans entered into on or after 28 February 2014) and 10B (for plans entered into before 28 February 2014).⁷ This regulation now provides that the statement must not include information relating to a person who is no longer the current bill payer. The opening balance, the amount and date of payments made, the interest or charges, and the balance during the period to which the statement relates, are to be calculated on the assumption that any payments that were owed by a current bill payer or more than one bill payer, where one or more of these are no longer the current bill payer, were paid on time. These amounts are also to be calculated on the assumption that any liabilities were paid on time where a current bill payer has switched energy supplier during the period to which the statement relates. To explain this, the creditor must include wording informing the customer that any payment(s) still owed before the date of the switch in supplier will not be shown on the statement but remains owing to the creditor and will be collected by the previous energy supplier.

⁶ This is now regulation 10A and 10B.

⁷ See page 18 for an explanation of pre 28 February plans.

Consultation Question 4a:

Are you content that the proposed regulation 41A resolves issue 1 in a way which is practical to implement?

This proposal sought to address the issue of the time delay in electricity suppliers providing Green Deal Providers with details of payments, and the fact that it is possible that a Provider may not always be aware of a recent payment by a customer, and therefore will be unable to reflect this payment in a section 77A statement, should one need to be issued before the payment is known to the Provider. It also sought to address the issue whereby a person responsible for making repayments under the credit agreement automatically transfers, by operation of law, when a new customer becomes responsible for paying the electricity supply at the property, and that the new customer will not assume any liability for Green Deal payment arrears accrued by previous customers. It also looked to address the risk that information relating to other bill payers could be disclosed to the person receiving the statement.

Additionally, the proposed amendments sought to address issues resulting from the use of prepayment meters. In these situations, the customer will top-up their meter as needed and fractions of Green Deal payments may be deducted from the meter balance several times a day. As a result, there is no clear date when a Green Deal payment is made by the customer and a bill with hundreds of fractions of payments would not be useful for the customer.

Summary of responses

One respondent was concerned that paragraph 41A(2)(c) of the proposed amendments would require potentially onerous diligence by the creditor that it had not been “made aware by other means” that payment had been made. Another respondent was concerned that the proposal for estimated payments, as set out in paragraph 41A(3), would not be meaningful for prepayment meter customers who were more used to the concept of charges being recovered from the meter.

Following the consultation, we received some additional feedback from a stakeholder that, on reflection, the proposed wording did not cover all eventualities. It was felt that this regulation should not only cover errors and omissions in statements resulting from payments being unknown to the Provider, but should also be extended to cover errors and omissions in information provided by the supplier. Green Deal Providers rely upon the information that has been provided to them by the electricity supplier to issue compliant statements. If the information provided to them contains an error or omission, or if there is a delay in the supplier notifying the Provider of payments or changes, this will impact on the Provider’s ability to give an accurate statement and thereby comply with the regulations. The types of information affected might include, for example, details of payments made by the customer (there could be quite a significant delay in the Provider receiving payment information if a customer is billed fairly infrequently, for example); the current bill payer’s name (which may not be recorded accurately by the energy supplier); or of the details of a change in bill payer.

We also received feedback that there was a need to address the scenario where, for example, a s77A statement had already been issued and a Provider was later informed by the supplier that a payment was in fact made during the period of the statement which had been omitted. This would require a reconciliation of this error or omission to ensure the accuracy of the balance on future balance statements.

On pre-payment meters, we received representations during and after the consultation that it would be clearer for the customer if the 2007 Regulations required creditors to make assumptions for the dates and/or amounts of payments received by the electricity supplier and for statements to show these aggregated on a monthly basis, assuming that any amounts accruing had been paid (e.g. if 365 days of the plan have passed creditors can assume that 365 days of charge have been paid). It was felt that this would be preferable to creditors making assumptions based on estimates of dates and/or payments (e.g. where a reasonable estimate is made having regard to the customer profile, much like an electricity bill without a meter reading).

Government Response

In response to these comments we have decided to adjust the drafting of this regulation. For simplicity, we have also decided to separate this into two regulations. Regulation 10C now deals with prepayment meter customers and regulation 41A deals with errors and omissions.

On pre-payment meters we accept that estimated payments for prepayment meter customers could be confusing and therefore, in light also of the responses to consultation question 4b, we have decided to change the drafting of the regulation to permit creditors to aggregate payments on a monthly basis, based on assumed payments. This should be more straightforward for prepayment meter customers to understand. This is discussed in more detail under question 4b.

On errors and omissions, we have made it clear that where a statement contains an error or omission as a result of a failure of the relevant energy supplier to provide information to the creditor or an error or omission in this information, or there was an error or omission in the information held by the creditor, where at the time the creditor had no reason to believe this was the case, then the statement will not breach the regulations.

We have also made provision that where an error or omission affected the previous statement, the first statement after the creditor becomes aware of this must identify and correct this. Where an error or omission affected the closing balance of the previous statement, the first statement after the creditor becomes aware should address this through the inclusion of a carried forward balance (which is the closing balance from the previous statement), the amount and date of any payment which was omitted from the previous statement in error, the amount and date of any adjustment to a payment, interest or charges and a correct opening balance. We have also made it clear that any statement that corrects previous errors and/or omissions must include a form of words that explains this.

We accept that if a creditor receives the payment without a corresponding data file, they would not be able to assign the payment to a particular Green Deal plan and our modifications to the regulations now deal with this issue.

Consultation Question 4b:

For the estimated date of payments received by electricity suppliers from prepayment customers, are you content to use future guidance provided by DECC or would you prefer a fixed weekly (or monthly) frequency?

Summary of responses

There was a mixed response to this question with some respondents being content to use future guidance provided by DECC, while others expressed a preference for a fixed weekly or monthly frequency.

Government Response

Considering the responses both to this question and also to consultation question 4a, we have decided to provide in the 2007 Regulations that where the bill payer uses a prepayment meter and the provider has not been informed of a payment made into the account or the date of this payment, allowing for an assumption that the bill payer has paid the amount accruing, then the dates and amounts of payments, the balance under the agreement at the end of the period to which the statement relates, and interest or other charges may be aggregated on a monthly basis. This will allow statements for prepayment meter customers to show the aggregated monthly charges based on the assumption of the amount repaid through the Green Deal charges that should have been deducted from the customer's prepayment meter (assuming the customer has maintained a credit balance). As set out in our response to consultation question 6, we have also adjusted the wording that must be contained in the statement to make this clearer for customers, where a creditor decides to invoke this option.

Consultation Question 5:

Are you content with the proposed information⁸ to be included in statements relating to Green Deal consumer credit agreements (amendments to paragraph 3 of Part 1 of Schedule 1)?

Summary of responses

There were mixed responses in relation to the proposed information to be included in statements relating to Green Deal consumer credit agreements (amendments to paragraph 3 of Part 1 of Schedule 1). We received some additional feedback from a stakeholder that the information that electricity suppliers give Providers to identify a bill payer means it may not always be possible identify every bill payer in a statement, especially if there are several bill payers on the account.

Government Response

Due to the concerns from one stakeholder that they cannot guarantee that the information they receive from suppliers will allow them to always accurately identify the bill payer, we have decided not to include the proposed addition to paragraph 3 (k) of Part 1 of Schedule 1. We have also decided to remove the requirement for a statement to include the date on which the current bill payer became liable to pay the instalments for the Green Deal. This is to address the fact that it is difficult to accurately define this date and that there are different interpretations of what this might be: e.g. the date of installation; the date interest is drawn down or the date the agreement is signed.

⁸ The proposed paragraph 3(k) would have provided that statements relating to Green Deal consumer credit agreements must include a description sufficient to identify the current bill payer and the date on which the current bill payer became liable to pay the instalments for the Green Deal consumer credit agreement.

Consultation Question 6:

Are you content with the proposed forms of explanatory wording in the amended paragraph 4A and the new paragraph 4B in Parts 2A and 2B of Schedule 1?

Summary of responses

A significant majority of respondents were content with the proposed forms of explanatory wording in the amended paragraph 4A in Parts 2A of Schedule 1. It was felt, however, that the language used here should be neutralised and refer to “the bill payer” in each case. We also received comments that in relation to prescribed wording it may not always be relevant in every case and in such scenarios it could be left to the creditor to provide their own explanation on the statement.

Government Response

We agree that the proposed changes to the wording would be clearer for customers and therefore we have accepted this suggestion and have neutralised the language.

In response to concerns about the use of prescribed wording, we have decided not to include the proposed wording in 4B of the proposed new section 2B entitled “Estimated payments in relation to Green Deal plans”. Instead, the 2007 Regulations require that the creditor provides an adequate explanation (which should be clear and readily comprehensible) where the statement is based on assumptions of payments made or is aggregated on a monthly basis.

Additional issues that we are addressing

In line with good practice we have defined the following terms in the 2007 Regulations: “relevant energy supplier”; “prepayment meter”; “energy efficiency improvement”; “energy bill”; “current bill payer”.

We are making additional small amendments to the existing wording of paragraphs 4A of Part 2A of Schedule 1. This reflects the establishment of a specific Ombudsman for the Green Deal.

Following the consultation, we became aware of the need to make specific provision for plans entered into before 28 February 2014. This is because as a result of amendments made in section 189B (under the Consumer Credit Act 1974 (Green Deal) (Amendment) Order 2014), for Green Deal plans made on or after 28 February 2014, the word “debtor” in section 77A⁹ is to be read as “current bill payer”. Prior to 28 February 2014, the word “debtor” remains. Any amendments to the 2007 Regulations in respect of plans entered into before 28 February, must therefore apply to the “debtor” as opposed to the “current bill payer”. In the plans made before 28 February 2014, the debtor might be the bill payer but equally could be someone else (e.g. the bill payer’s landlord). If we were to require a full statement to be given to the debtor in a situation where they are not the current bill payer, we would risk giving the bill payer’s private data, such as personal financial details, to the debtor (e.g. their landlord).

To avoid this risk, we are proposing to make amendments to provide for an abbreviated statement, containing a limited form of information, to be issued in certain situations; we are amending the 2007 Regulations to provide that if the debtor is also the current bill payer, they will receive a full s77A statement. If the debtor is not the current bill payer, they will receive an abbreviated s77A statement, and the bill payer will be sent a *s77A type* statement under the Code of Practice¹⁰. We will be amending the Code of Practice as soon as practicable to provide for this and to require provision of a statement to mirror the statement that would have been required under s77A, had the current bill payer also been debtor. We are also ensuring through Regulation 10B that provisions to deal with “information relating to the current bill payer”, and that provisions to deal with prepayment meter customers, through regulation 10C, also apply to the debtor in pre-28 February plans. Regulation 41A, which deals with errors and omissions, also relates to plans entered into before 28 February 2014.

To address concerns that Providers may not, in all cases, be able to successfully identify where the bill payer and debtor are separate people, we have provided that where the creditor knows, or has reasonable cause to believe that the debtor is not the current bill payer, the abbreviated statement will apply.

⁹ The person to whom a statement must be given is identified in section 77A of the CCA.

¹⁰ This is because statements to current bill payers who are not debtors can only be governed by the Code of Practice.

5. Next Steps

We have now laid the Consumer Credit (Information Requirements and Duration of Licences and Charges) (Amendment) Regulations 2014 in Parliament. Subject to Parliamentary agreement they will come into force after 22 calendar days.

Some issues were raised by stakeholders that we could not legally resolve through amending the 2007 Regulations and we will be considering how to address these over the coming months. Among these, we will examine the issue of multiple debtor scenarios. These scenarios could occur where the Green Deal plan has transferred to a new bill payer and a previous Green Deal bill payer is in arrears, resulting in two (or more) different debtors being liable to make payments under a single credit agreement in respect of different periods of time. And we will be looking at the issue of clarifying that current bill payers, not improvers, receive the statements and that this is applied to plans entered into before 28 February 2014 (when the term debtor was redefined).

Guidance

We are currently considering an update the Green Deal Code of Practice to reflect changes made by our modifications to the 2007 Regulations. Government is in discussion with the Green Deal Finance Company and Green Deal Providers with a view to the proposed changes being implemented on a voluntary basis pending the Code of Practice changes. We are also considering whether guidance is required to address supplementary issues relating to the form and content of statements.

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Department of Energy & Climate Change
3 Whitehall Place
London SW1A 2AW
www.gov.uk/decc
URN 14D/329