

**Renewable Energy Consumer Code**  
**Annual Activity Report for 11 June 2018 - 10 June 2019**  
**10 July 2019**

<p>Please tell us the total number of 'domestic' and 'cross-border' disputes you have received in the last year as well as the types of complaints to which the domestic disputes and cross-border disputes relate (Provide us with data using whatever categorisation system you use for 'types' of dispute. For example, you may have major and sub categories in relation to the 'types' of goods and services in dispute, such as; Electrical goods (Major), with televisions, laptops etc as sub-categories. You may also have multiple categorisations, for example, a goods &amp; services category and also the legal 'type' of dispute, for example, not as described, not fit for purpose. In addition you may have no category system at all if you are very specialist or only deal with a very small number of disputes. If your categorisation system changes during the year let us know the information up to the change and afterwards explaining what has changed and how in a footnote to the data).</p>	<p>Domestic disputes type</p> <p><b>TECHNOLOGIES</b>  <b>Air Source Heat Pump</b>  <b>Biomass, Gas Absorption Heat Pump</b>  <b>Ground Source Heat Pump, Solar Assisted Heat Pump</b>  <b>Other (non-MCS technologies)</b>  <b>Solar PV</b>  <b>Solar thermal</b>  <b>Wind turbine</b>  <b>Battery Storage</b></p> <p><b>CATEGORIES OF DISPUTES</b>  <b>Awareness of RECC / Consumer Protection (including staff training)</b>  <b>Microgeneration Certification Scheme</b>  <b>Marketing and selling</b>  <b>Estimates / quotes, including performance estimates and financial incentives</b>  <b>Finance agreements</b>  <b>Contracts and cancellation rights</b>  <b>Taking and protection of deposits and advanced payments</b>  <b>Completing the installation</b>  <b>After-sales (guarantees, workmanship warranties and warranty protection, after-sales support: customer service)</b>  <b>Complaints (numbers, handling, procedures)</b></p>	<p>Number received</p> <p style="text-align: center;">697</p>	<p>Cross border dispute type</p> <p><b>TECHNOLOGIES</b>  <b>Wind Turbine</b></p> <p><b>CATEGORIES OF DISPUTES</b>  <b>After-sales (guarantees, workmanship warranties and warranty protection, after-sales support: customer service)</b>  <b>Awareness of RECC / Consumer Protection (including staff training)</b>  <b>Completing the installation</b>  <b>Contracts and cancellation rights</b>  <b>Microgeneration Certification Scheme</b></p>	<p>Number received</p> <p style="text-align: center;">3</p>
	<p>Total number of domestic disputes received</p>	<p style="text-align: center;">697</p>	<p>Total number of cross border disputes received</p>	<p style="text-align: center;">3</p>
<p>Please tell us about any systematic or significant problems that occur frequently and lead to disputes between consumers and traders of which you have become aware due to your operations. In addition, tell us about any recommendations you may have as to how these problems could be avoided or resolved in future. (Your recommendation should be based on the objective of raising traders' standards and to facilitate the exchange of information and best practices).</p>	<p>Systematic or significant problem(s) occurring frequently</p> <p><b>The issues are specific to the small-scale renewable energy sector:</b></p> <p>(1) Mis-selling of energy generators, related products (battery storage, voltage optimisers, smart pv system, solar iboost) and services in relation to savings and financial benefit.</p> <p>(2) Consumers not qualifying for financial incentives (feed in tariff and RHI) or obtaining a lower tariff rate than the figure expected at the point of sale for various reasons including missing application deadlines and lack of information provided about the procedures.</p> <p>(3) Ofgem suspension of consumer's RHI application (biomass installations) due to issues with the original payment arrangements when the RHI application was submitted.</p> <p>(4) Technical faults with installations in cases where the original installer is no longer trading and the insurance backed workmanship warranty has either expired or was not supplied.</p> <p>(5) Significantly higher running costs for biomass than figures stated in contract and the maintenance requirements being more complicated than the information given when the contract was entered into.</p>	<p><b>How can this problem be avoided or resolved in future:</b></p> <p>RECC address these issues through the standards set out in the Consumer Code and Bye-Laws. We provide extensive support to our members to ensure that they comply with requirements of the Code when signing contracts with consumers to prevent and minimise instances of miss-selling. For example, as part of our Primary Authority arrangement with Hampshire County Council, we provide members with approved and compliant model documents to use free of charge. These documents include contracts with terms and conditions, quotes, performance estimate and cancellation forms – the all the information required at the pre-contractual stage. Members are also able to assured advice through this arrangement. Furthermore, in order to ensure that members are up to date with changes which may affect contracts signed with consumers, we keep them on updated legislative changes via our webinars and CPD-certified consumer protection training. We have also prepared guidance documents specifically for consumers in relation to related products and how they work alongside a solar PV system.</p> <p>In relation to complaints about not qualifying for financial incentives due to various reasons; with regard to solar PV, the feed in tariff ended in March 2019 so we are receiving less of these types of complaints. However, consumers can now access the smart export tariff under the Smart Export Guarantee whereby their energy provider will pay a fixed rate for the surplus energy exported to the grid. Some energy providers already offer consumers a tariff and the government will launch the Smart Export Guarantee in January 2020 which will make it mandatory for large energy providers to offer consumers the Smart Export Guarantee.</p> <p>We prepared and issued a FAQs document to consumers which provide detailed information why their RHI payments have been suspended and the actions they must take to comply with Ofgem's requirements in order for payments to be re-instated. In cases where consumers have report technical faults with their installation and the original installer is no longer around, we provide as much useful information as possible (FAQs document is available on our website) and suggest that the consumer contacts a local MCS certified company for assistance to resolve the matter and the manufacturer where appropriate.</p>		
<p>Please tell us the total number of disputes which you have refused to deal with. In addition, a breakdown of the percentage share of each of the permitted grounds (see Annex B) on which you have declined to consider such disputes (if any).</p>	<p>Total number of disputes refused to deal with.</p> <p><b>29 disputes were closed upon receipt as the companies which were the subject of the disputes were either a non member, had ceased trading or were no longer a Code Member.</b></p>			
	<p>Grounds for dispute refused</p> <p><b>(f) Dealing with such a type of dispute would seriously impair the effective operation of your ADR operation.</b></p>	<p style="text-align: center;">Percentage of total - 100%</p>		

<p>Please tell us the percentage of ADR procedures which were discontinued for operational reasons and, if known, the reasons for the discontinuation; Operational reasons means, for example, issues with an ADR official and a conflict of interest. It does not include consumers and traders dropping out of the process nor when a consumer has lied to gain access to the process. These occurrences would be part of the numbers of 'refused to deal with' data.</p>	<p>Total number of discontinued ADR procedures for operational reasons /Total number of ADR procedures initiated x 100</p>	<p>None</p>
<p>Please tell the average time you take to resolve domestic disputes and cross-border disputes (See Appendix A for guidance on how to obtain the 'average time to resolve disputes' calculation).</p>	<p>Average time to resolve domestic disputes</p>	<p>10 weeks</p>
	<p>Average time to resolve cross-border disputes</p>	<p><i>N/A. All the cross-border disputes received for this period were not suitable for handling through mediation or independent arbitration.</i></p>
<p>Please tell us the percentage rate of compliance, if known, with the outcomes of the alternative dispute resolution procedure. (Please express compliance as a percentage relative to the number ADR procedures where an outcome has been achieved).</p>	<p>Percentage rate of compliance with ADR procedure outcomes</p>	<p>100%. We would only close a dispute after the mediation process if the outcome had already been complied with.</p>
<p>Please tell us how you have co-operated, if at all, with any network of ADR entities which facilitates the resolution of cross-border disputes.</p>		<p>N/A</p>