



# **Transposition of Consumer Rights Monitoring Report**

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## 1 Executive Summary

In 2007, the electricity and gas markets were opened up to competition in all EU Member States and all customers became free to choose their suppliers. The goal is to have one single European energy market where customers can switch supplier irrespective of national borders. However, the objectives for the internal electricity and gas market will not be fulfilled unless the benefits extend to European electricity and gas customers. A well-functioning market needs well-informed and active customers with a strong position.

Upon a request from the European Commission (hereafter the Commission), European Energy Regulators have conducted a monitoring exercise of the transposition of European Union (EU) energy consumer rights provisions as set out in EU energy legislation. Input for the report is based upon two questionnaires submitted to national regulatory authorities (NRAs). In total, 25 Member States, plus Norway and Iceland, responded to the questionnaire.

Article 3 and especially Annex A of the Electricity and Gas Directives<sup>1</sup> address the core aspects of consumer issues within the liberalisation framework. In addition, the Third Package Proposals of the Commission<sup>2</sup> include some relevant provisions for customers, which have also been included in this monitoring exercise. Furthermore, in 2006, ERGEG published three Best Practice Propositions on customer protection, supplier switching and transparency of prices. This monitoring report summarises the main aspects of these relevant provisions and documents to provide an overview of the level of customer protection in Member States in light of liberalised energy markets. The paper sets out the premises for customers' knowledge of roles and duties of market participants and their rights in the liberalised electricity and gas markets.

The report is based on two similar questionnaires, one for electricity and one for gas, primarily comprised of closed questions. When compiling the report, it became clear that the contractual situations and the related provisions in Member States differ. It would not have been possible, within one questionnaire, to cover all the different situations in every Member State adequately to ensure 100% reliable and comparable data, especially concerning obligations for DSOs. Therefore, additional country-specific examples have been added to illustrate the complexity. To have the full picture of each country, many more open questions and individual inquiries would have been necessary. This report provides an interesting overview of many indicators on the level of customer protection and information in the liberalised energy markets.

The results of the study indicate that a lot of required **information** can be found on the internet or will be provided upon request. It is important to keep in mind that not all European citizens have access to the internet. Inactive customers, particularly those that are unaware of their rights and choices, will not receive this relevant information at all. It is therefore essential to ensure that information tools such as information campaigns directed toward these customers and direct mailings of relevant information are utilised to raise the knowledge of European citizens and to enable them to make informed choices.

The survey clearly shows that market participants – suppliers and DSOs – play a key role in actively informing customers. The regular contact suppliers and DSOs have with customers, via billing and other company information (e.g.: through companies' marketing activities), provides an avenue for the provision of additional information and communication with customers, i.e., the

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<sup>1</sup> Directive 2003/54/EC for internal market in electricity and Directive 2003/55/EC for internal market in natural gas

<sup>2</sup> In particular, in the proposals from the Commission for a Directive of the European Parliament and of the Council amending Directive 2003/54/EC and Directive 2003/55/EC concerning common rules for the internal market in electricity and the internal market in natural gas, respectively (19 September 2007), which are two of five proposals in the Package.

provision of contact details, roles and responsibilities of market players and alternative dispute resolution boards (it is important to note that the scope and quality of the information provided was not evaluated).

Regarding the **contractual situation** of energy customers, it is interesting to note that there is a large range of (contractual) relationships. In some countries, customers may contract separately with the supplier and the DSO, in other countries there is a single contract for both services, in yet other countries both options are possible, and there are countries where signed contracts are not required, instead they rely on other contractual relationships. This may again reflect the fact that in some countries the consumer's relationship is primarily with the supplier. There are fully liberalised markets, but in many Member States price regulation still exists and customers supplied under regulated end-user prices are sometimes treated differently than those availing themselves of non-regulated prices.

The results of the questionnaires show that contractual provisions of Annex A (a) are more often in place for contracts with suppliers than for contracts with DSOs. This might be due to the fact that the wording of Annex A leaves room for interpretation, and therefore the provisions are transposed in different ways in different Member States. In addition, suppliers are more often obliged to inform customers about key elements of the contract. It is worth noticing that this might be due to the fact that in some countries, customers have no (direct) relationship with the DSO.

There is no correlation between having one or two contracts and receiving one or two bills.

The picture is quite heterogenic regarding **billing**: more than 50% of Member States have a single bill while almost no country has – by legal obligation – two bills for all customers. In the other Member States both situations coexist. Interestingly, there is an obligation to separate the amounts reflecting the actual cost for kWh consumed for supply and for network charges in approximately  $\frac{2}{3}$  of the Member States that do not have regulated prices, even if the customers receive a single bill. The questionnaires have shown that the provision of information, and therefore customer protection levels, is higher in markets with competitive pricing than in markets with regulated prices.

Legal provisions regarding the **methods of payment** have not been implemented in many countries. However, one should take into consideration that the questionnaires only asked about legal obligations and not about the actual situation for customers, which might differ from legal provisions.

**Information** about name, address and contact details of market participants is by obligation provided via the bill, in addition to information provided on the internet and, of course, upon request. At the same time, it is important to note that information about the responsibilities of suppliers and DSOs is not found on customer bills in most Member States – regarding the legal obligations. There are more legal requirements for suppliers to provide this information than for DSOs.

Customers seeking information on the actual supply price for consumption in each period can find this information on their bill in 70% of the Member States. Prices for technical services can mainly be found on websites or are given upon request. Beyond the contract itself, information on the duration of the supply contract (electricity) can be found on customer bills in only 4 Member States. There is even less information about the conditions for renewal and termination of the supply contract on bills.

When suppliers **change their general terms and conditions**, identical options are available for customers supplied under regulated and non-regulated prices to terminate their contracts. In almost all responding Member States, customers receive individually addressed notices providing information about the change and are notified of their ability to withdraw from the contract, so that customers can decide whether the changes are acceptable or whether they would prefer to contract with another supplier.

In nearly all Member States, there is some type of requirement for suppliers to inform customers about **price changes**. In many countries, customers must be notified of this information prior to the effective date of the new charges and of their right to withdraw from the contract. (This is not applicable to customers with variable price contracts that follow spot prices and index adjustments.)

There are 16 Member States where at least one **price calculator** for electricity exists; only 8 Member States have a price calculator for gas. In 9 out of 16 countries that have at least one price calculator for electricity, the NRA provides one. In 3 countries, there are price calculators provided by another public entity. It is also quite common for privately-owned companies to provide price calculators; the questionnaire results show that they exist in 13 countries. There are only a few countries where it is mandatory for suppliers to provide a listing of their prices. It seems relevant to mention that the situations in Member States differ. There are countries where a private company runs a calculator but there is an obligation on suppliers to provide their data to this company. In other countries, the NRA or another public entity provides such a tool without an obligation on suppliers to provide data. It is also interesting to note that price calculators are more prevalent in Member States without price regulation and that there are fewer price calculators for gas than electricity.

Regarding the legal minimum frequency for providing customers with **information on actual consumption and cost**, requirements vary from once a month to every three years, with the majority of Member States reporting an obligation to provide this information on an annual basis. Again, the questionnaires asked respondents about the legal requirements, which may differ from the actual customers' experience. Additionally, bills based on estimated consumption are sent out in almost all countries.

From a customer perspective, there are many aspects of the process for **switching suppliers** that could be improved; confidence and convenience are the key issues. In more than 50% of the Member States, the process customers must follow to access consumption data is not standardised. However, in approximately  $\frac{2}{3}$  of the Member States, the switching process itself has been standardised, using unique data formats and content; 50% of these countries have automated the switching process. The lack of standardised and automated switching processes increases the likelihood that errors are made during the process, which in turn may reduce customer confidence in switching suppliers. In about a  $\frac{1}{3}$  of the countries, customers are required to have more than one point of contact when they want to switch their supplier. Provisions regarding account settlement are missing in many Member States. In almost all Member States, the switching process itself is free of charge. In two countries, customers could be charged under certain circumstances, however, most are not charged.

Often there is a disproportion between the economic value and the cost of the judicial settlement when problems occur that may discourage consumers from exercising their rights in practice<sup>3</sup>. Therefore, it is of utmost importance that **alternative dispute resolution boards** exist and are used by customers. There is an alternative dispute settlement board for electricity matters in more than  $\frac{2}{3}$  of the Member States, and even more for gas. There are 9 NRAs who have responsibility for this board. Obligations on market participants to include the contact details of the alternative dispute settlement boards on customer bills are not quite common. More often, there is an obligation to mention the alternative dispute resolution board when dealing with complaints – DSOs and suppliers in markets without price regulation are more concerned than suppliers in markets with regulated prices.

In summary, it is a positive step that many Member States have established alternative dispute settlement boards. However, it is questionable whether the majority of customers are aware of the

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<sup>3</sup> European Commission Recommendation on the principles applicable to the bodies responsible for out-of-court settlement for consumer disputes 98/257/EC

existence of these institutions, which is important when it comes to customer protection.

The Electricity Directive states that there is to be a **universal service obligation**, which is defined as the right for customers to be supplied with electricity of a specified quality within their territory at reasonable, easily and clearly comparable and transparent prices. There is no corresponding obligation for gas. More than 90% of the Member States replying to the questionnaires have implemented a universal service obligation.

Approximately 40% of the Member States replying to the questionnaire have published a definition of **vulnerable customers** within the electricity and gas framework. In almost 50% of these states, there is some kind of support system for vulnerable customers within the electricity market and over 60% in the gas market. However, regulated prices specifically for vulnerable customers can be found in 6 Member States. Nearly all countries have an additional support system for vulnerable customers, i.e., social services. The questionnaires were not designed to evaluate the different ways vulnerable customers are protected in each Member State and no evaluation of Member State support mechanisms can be made in this report.

In  $\frac{2}{3}$  of the Member States participating in the electricity survey and a higher percentage participating in the gas survey, there are legal provisions that protect customers from **disconnection** in the case of non-payment. Among these provisions are special minimum notification periods or additional warnings of disconnection. Other countries include provisions for customers to pay debts in installments or to have prepayment meters installed, rather than being disconnected. In 7 countries, it is prohibited to disconnect electricity customers during winter periods in order to protect them from severe hardship, while others have a policy to reduce power levels rather than disconnect a customer.

#### **Key findings:**

A high level of consumer information on the rights regarding the relationship between customers and suppliers has been reached within the EU:

- In the majority of countries, customers have to be informed of the most relevant aspects of the supply contract prior to signing it (Annex A (a));
- The present report also reveals high levels of customer protection as regards information on price changes and changes of general terms and conditions (Annex A (b));
- The requirement that customers shall not be charged for supplier switching (Annex A (e)) is transposed in most Member States;
- The implementation of public service obligations (Annex A (g)) has taken place to a large extent.

In a number of areas, however, there is further room for improvement or consideration:

- Transparency and comparability of offered prices and services are key issues for customers, in order to allow them to make informed decisions regarding supplier switching (Annex A (c)). The lack of obligations on the publication and presentation of price information may make it more difficult for the customer to make a choice. Information on the internet may be insufficient since many European citizens still don't have access to the internet. At the same time it is worth mentioning that a balance is necessary between providing all the relevant information and not giving too much information e.g. on a bill.
- The customer position would be strengthened if quick dispute resolution mechanisms were available in all Member States (Annex A (f)). These would not have to be energy specific – yet the results of the survey indicate that there is room for improvement in this area.



- The obligation to offer a wide choice of payment methods is one element of the Directives that has not been fully transposed into national law. However, in many countries suppliers and DSOs (where relevant) offer a variety of payment methods even without legal requirements.

This is not only a compliance report, but it does include main aspects of ERGEG's Best Practice Propositions on transparency of prices, customer protection and switching as well as some of the proposals contained in the Third Package. This approach shows that, from ERGEG's point of view, the strengthened position of final customers is not simply a question of implementing existing European provisions, which may not address all energy consumer-related issues, for example:

- Obligations concerning actual consumption data do exist, but the results of the survey indicate that many customers do not receive this data frequently. Also in many Member States, bills on estimated consumption exist. Promoting competition for the benefit of customers and energy efficiency measures at the same time requires more frequent information on actual consumption data;
- Switching must be standardised and automated for cost effective processes. Many Member States have undertaken efforts in this direction. However, room for improvement can be seen in automating supplier switching processes and allowing a single point of contact for the customers when switching. Customer confidence and convenience with supplier switching processes are key issues for achieving well-functioning retail markets;
- Relevant information on the roles and responsibilities of suppliers and distribution system operators is often only available upon request or on the internet. In certain markets, this level of availability is insufficient;
- It must be considered that Annex A, as regards the duties and responsibilities of market actors, is not entirely clear in practice (e.g. "service provider" as referred to in Annex A). The roles of the players should be clearly defined in European legislation and national contractual relationships respected.

Replies from the NRAs show that Annex A of the Directives has not been fully implemented in many Member States, and that it is difficult to say with certainty if Annex A is fully implemented in legal terms. However, as seen in the report, absolute figures on the degree of implementation of the Annexes are not necessarily an accurate reflection of the adequacy of consumer rights practices in a given Member State.

## 2 Introduction

*In 2007, the electricity and gas markets were opened to competition in all EU Member States and all customers became free to choose their suppliers. The future goal is to have a single European energy market where customers can switch supplier regardless of national borders.*

*However, the objectives for the internal electricity and gas market will not be fulfilled unless the benefits extend to European electricity and gas customers. A well-functioning market needs well-informed and active customers with a strong position.*

*In order to monitor the progress that has been made in this field, the European Commission has requested a report on the transposition of consumer rights as defined in Annex A of the Electricity and Gas Directives of 2003 from the Customer Protection Task Force.*

*Furthermore, it seems particularly relevant given the provisions for strengthening the role of consumer rights in the Third Package, to ascertain if Member States have put in place different customer protection instruments recommended in the three best practices dealing with supplier switching process, price transparency and customer protection published by ERGEG in July 2006.*

*This report has been compiled in order to evaluate Member States' compliance with Annexes A of the Electricity and Gas Directives and the measures they have implemented to protect and strengthen the role of gas and electricity consumers following the three Best Practice Propositions.*

## 3 Methodology

In framing the report, it was decided to focus on consumers in the sense of household customers. This derives from requirements in the Directives, which state that Annex A should apply *at least* to household customers. It is up to each Member State to decide whether other customer groups should enjoy the same level of customer protection set out in Annex A.

Separate questionnaires addressing electricity and gas were compiled in the first quarter of 2008. The questionnaires consisted of closed questions only and provided few possibilities for respondents to comment, other than by providing YES or NO answers, in order to simplify the data evaluation process. Both questionnaires were designed online and published on the members' section of the European Energy Regulators' website for completion by the national regulatory authorities.

The countries consulted were all 27 Member States plus Iceland and Norway.

The Belgian Regulator, CREG, requested that the three regions of Belgium (Brussels, Flanders and Wallonia) be treated, more or less, as different countries in this report, as due to the country-specific situation, the responses from different regions within Belgium varied greatly. However, answers from Brussels were not received. Nevertheless, in the report the expressions "countries" and "Member States" are used to allow a better readability.

Complete or partial responses were returned by all Member States, save Bulgaria and Malta. Norway, Iceland and Cyprus only provided answers to the electricity questionnaire as there is no natural gas end-user market for household customers in these countries.

In total, 28 countries provided responses to the questionnaire for electricity and 25 provided responses to the questionnaire for gas. The questionnaires are included in the Annex.

## 4 Preliminary notes

### 4.1 Markets with and without end-user price regulation

When designing the questionnaires, it became clear that answers might vary between customer groups supplied in markets with and without regulated end-user prices<sup>4</sup> even within the same country. In Member States where regulated end-user prices still exist, some legal provisions may only apply to the regulated market and not to the liberalised market. Therefore, it was agreed to request a rough estimate of the number of customers in each country supplied under in each regime. This would make it possible to assess the number of customers within a country that might be affected by an answer. Where applicable, questions could be answered for the market with both regulated and non-regulated end-user prices.

Electricity: In 15 out of 28 countries which answered the electricity questionnaire, more than 85% of household customers are still supplied under regulated prices (in some Member States that figure is as high as 100%). In 13 countries, less than 15% of household customers are supplied with regulated prices or regulated end-user prices no longer exist. To make it easier to read the report, the first category will be referred to as “countries with price regulation” and the second category as “countries without price regulation”.

No end-user price regulation or less than 15% in price regulated markets:  
Austria, Czech Republic, Finland, Germany, Iceland, Luxembourg, Norway, Slovenia,  
Sweden, United Kingdom, Flanders & Wallonia

More than 85% of customers in price regulated market:  
Cyprus, Denmark, Estonia, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Poland, Portugal,  
Romania, Slovak Republic, the Netherlands & Spain

#### Chart 1: Markets with and without end-user price regulation (electricity)

Gas: For gas, the situation is similar: 25 countries submitted responses to the gas questionnaire, of these, 11 countries have no end-user price regulation.

No end-user price regulation or less than 15% in price regulated markets:  
Austria, Czech Republic, Finland, Germany, Luxembourg, Slovenia,  
Sweden, United Kingdom, Flanders & Wallonia

More than 90% of customers in regulated market (+ Spain):  
Denmark, Estonia, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Poland, Portugal,  
Romania, Slovak Republic, the Netherlands & Spain

#### Chart 2: Markets with and without end-user price regulation (gas)

Countries with more than 90% of customers in the regulated market + Spain: In Spain, approximately 40% of customers are supplied on the market with regulated prices.

<sup>4</sup> In this report regulated end-user prices may also be referred to as “regulated prices”.

The Finnish gas market is an exception to the classifications made in this report. The Finnish responses to the gas questionnaire were given, where applicable, for markets without end-user price regulation. There are, however, almost no household customers on the market who are not charged regulated prices, because it is not possible to switch suppliers in Finland. The Natural Gas Market Directive 2003/55/EC allows temporary derogations to Finland from some of its provisions. Based on Article 28 (1) of the Directive, Finland has not opened its gas retail market, because it has no direct connection to the gas network of any other EU Member State and has only one external gas supplier. However, since there is no end-user price regulation in the Finnish gas market, it is classified as a liberalised market under reserve in this report.

#### **4.2 The relationship(s) of customers with suppliers and DSOs**

The report was compiled to depict various aspects of consumer protection in Member States, giving account to the situation of customers in relation to both suppliers and to DSOs. When compiling the report, it was evident that the questionnaires did not fully take into consideration Member States where electricity or gas customers may not be in contact with, have contractual or any other legal relationship with, their DSO. Due to this fact, the responses received from Member States may not be fully comparable as far as these aspects of customer protection are concerned (see questions relating to Annex A (a)).

The United Kingdom (UK) is one Member State where customers do not have a contract with their DSO. To demonstrate this the situation in the UK is set out below as an explanatory example:

*In the UK, the contractual relationship is generally between the customer and the supplier. However the supplier has an obligation to keep the customer informed of the current postal address and telephone number of its distributor.*

*In the event of maintenance being required or a blackout, the customer may contact the distribution service operator directly. However, the customer may also contact the supplier, who will either provide the necessary information (such as when energy will be restored) or put the customer in contact with the distribution service operator. While in most circumstances the customer has a clear relationship with the supplier as a single point of contact, there is inevitably an additional complexity when network problems arise as the quickest route to resolution may be direct contact with the network company.*

### **5 Findings**

This section covers different aspects of consumer protection instruments. First, an assessment is provided of the information on market liberalisation that is available for customers in each country.

Furthermore, customer protection instruments regarding contracts and bills were reviewed. This section is followed by provisions dealing with further information given on bills and other media.

Sections 5.1 to 5.7 assess the provisions taken to ensure customer protection in case of changes in general terms and conditions and changes in tariffs, as well as the customer's ability to compare prices using a price calculator within all Member States.

Sections 5.8 and 5.9 assess information customers might obtain about their actual consumption and costs. Also covered are provisions regarding the ability to switch and the switching process.

Sections 5.10 and 5.11 of the report summarise the findings on alternative dispute settlement mechanisms and public service obligations within the Member States, followed by a review of the provisions for vulnerable customers (Section 5.12) and any provisions relating to disconnection of customers (Section 5.13) and a final conclusion (Section 6).

## 5.1 Information about liberalisation

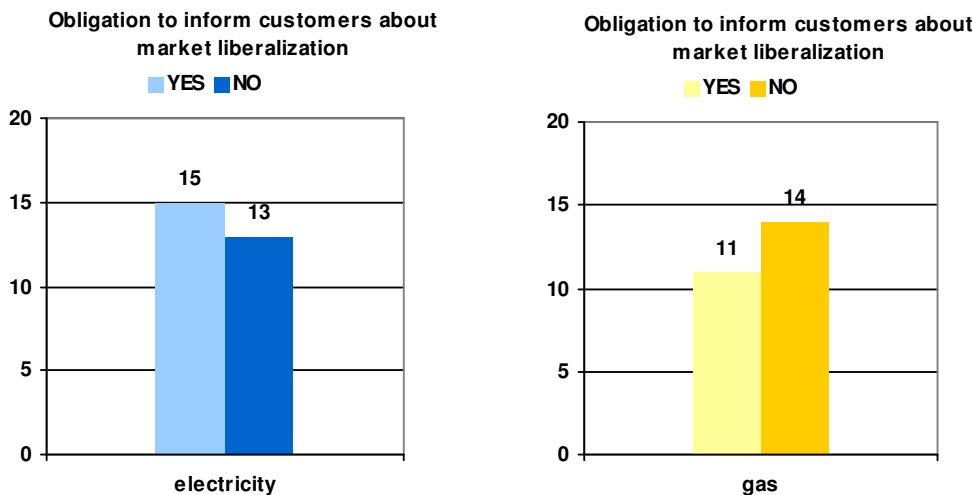
### 5.1.1 Obligation to inform

It is still fair to state that customers do not have a clear picture of the different market players and their responsibilities. Information is therefore a key issue. Information can be provided by NRAs, governments, consumer organisations and, of course, by suppliers and DSOs.

It is of significant interest, when looking from the point of view of the customer, to see whether Member States have placed an obligation to give customers general information about market liberalisation as well as the roles and duties of market participants. It was stated in an explanatory note in the questionnaire that it did not matter by whom this information was given, so no comment can be made on the parties providing the information. It was deemed more important to know whether an obligation to inform customers exists. At a later stage, it will be sought to identify the parties providing the information.

*Question 5: Is there an obligation to give customers general information about market liberalisation, roles and duties of market participants?*

Every country provided an answer to this question for electricity and – where applicable – for gas.



**Chart 3 & 3a: Obligations to inform customers about market liberalisation**

In the electricity market, 15 of 28 countries have imposed an obligation to provide customers with general information on this issue, 11 of 25 countries replying have such an obligation for gas.

In **electricity**, the following countries have an obligation to provide general information about market liberalisation to customers: Austria, Cyprus, Denmark, Finland, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Portugal, Romania, Slovenia, Sweden and Wallonia.

In the United Kingdom where no such obligation exists at present, there was an obligation for supply companies to inform customers when the market opened to competition in the late nineties. This obligation was subsequently removed and replaced by advertising and other campaigns on specific issues, such as switching.

Countries that have this obligation for **gas customers** are: the Czech Republic, Denmark, Finland, Ireland, Italy, Lithuania, Portugal, Romania, Spain, Sweden and Wallonia.

It is interesting to add that there is no correlation between the publication of such information to customers and the existence of regulated end-user prices.

Even if only in about 50% of the Member States, an obligation to inform customers about liberalisation exists, no assumption can be made that in countries without such an obligation, customers are generally not informed. Even without such a legal obligation market players or public entities may provide information to customers about their rights and possibilities. It is possible that there is sufficient information provided to customers in a Member State where there is no legal obligation to inform them. This could be an indicator of a well-functioning market. Contrarily, there may be countries that have imposed an obligation to provide information to customers due to the lack of information (and even competition) in the market. Furthermore, national policies may differ between countries when it comes to proactive activities to support market opening.

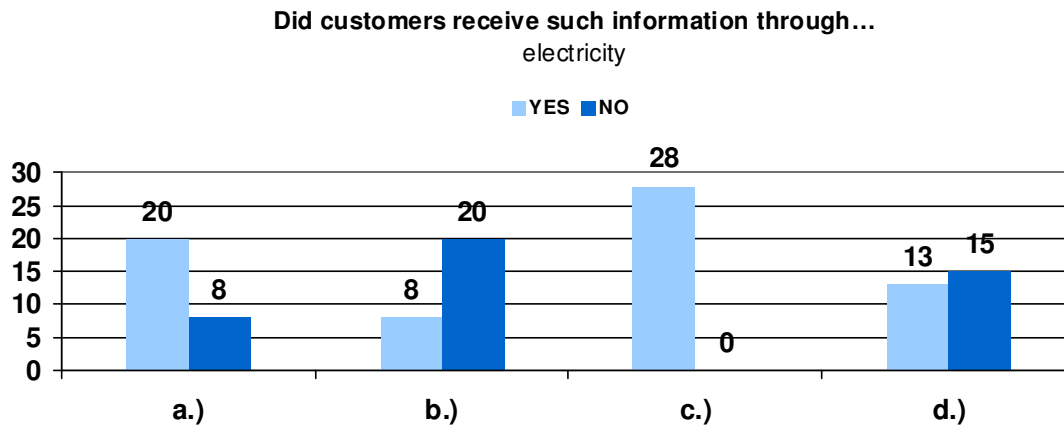
It was not possible to evaluate the quantity and quality of the information which has to be given according to the legal obligations.

#### 5.1.2 Means of information

To get a clear picture of the actual state of information provided to customers and the means by which customers were informed, a specific question on this matter was included in the questionnaires.

*Question 6: With or without obligation, how do customers receive such information?*

- a) Document or leaflet individually addressed to customers by suppliers and / or DSOs (e.g. letter, leaflet attached to the bill, customer newsletter, e-mail)*
- b) Document or leaflet individually addressed to customers by another organisation (e.g. government, consumer organisations)*
- c) Information available on the internet (information website, online FAQs)*
- d) National information campaign including advertising in the media*

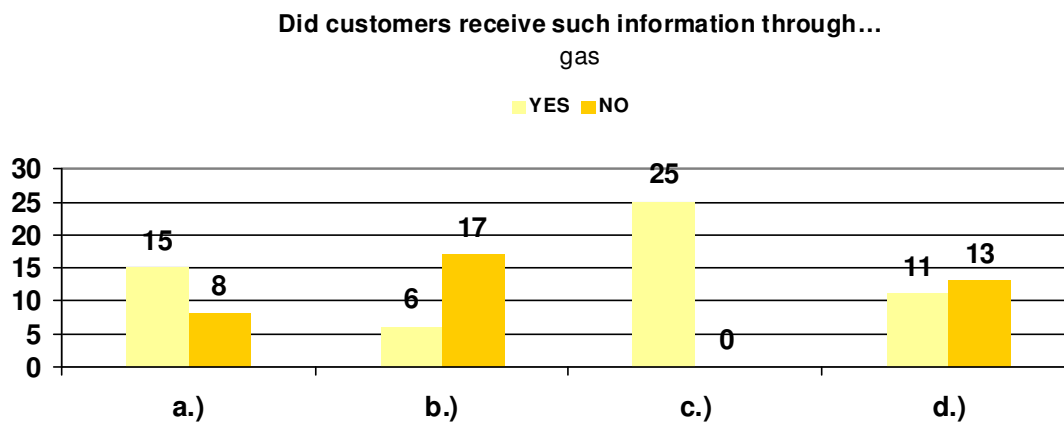


**Chart 4: Means of providing information on market liberalisation (electricity)**

For **electricity**, all countries stated that information on market liberalisation was given on a website, also in 20 of 28 countries replying, an individually addressed document was sent to customers by suppliers and/or DSOs - namely in Austria, Cyprus, the Czech Republic, Finland, France, Germany, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Norway, Portugal, Romania, the Slovak Republic, Slovenia, the Netherlands, Flanders and Wallonia.

In the Czech Republic, Denmark, Estonia, Italy, Poland, Portugal, Romania, Slovenia, Spain, the Netherlands, the UK and the Belgian regions Flanders and Wallonia there were also national information campaigns.

In Spain, an information campaign for electricity and gas was launched at the national level in 2003, when all customers became eligible. This campaign included posters, leaflets, conferences and advertisements in newspapers and on radio and TV channels. In Italy, a booklet was included in national newspapers together with the establishment of a telephone information service and TV features. In Poland, a call centre was established and workshops were held with the consumer ombudsman and local governments to inform consumers about liberalisation. Also, experts visited TV programmes to talk about liberalisation.



**Chart 5: Means of providing information on market liberalisation (gas)**

In **gas**, the situation is similar to electricity. All countries had information websites set up and individually addressed leaflets from suppliers and/or DSOs were sent out to customers in 15 of 23 answering countries: the Czech Republic, Finland, France, Germany, Ireland, Latvia, Lithuania, Portugal, Romania, the Slovak Republic, Slovenia, Spain, the Netherlands, Flanders and Wallonia.

The Netherlands, Romania and Wallonia claimed to use every available source to inform customers. In general, one can say that countries that responded that they initiated such a campaign in electricity also did so for gas. (Hungary did not provide a response to this question in the gas questionnaire).

There is no country where customers are not provided with this information by some means. At the same time, it is important to recognise that when looking at the results, it is obvious that the internet is a very important source of information in liberalised markets. However, not all citizens have access to the internet and customers have to be active to find such information on the internet.

A large number of customers who are not aware of their rights and choices will consequently not look for such information on their own initiative. Information that is mailed directly to customers and information campaigns are therefore essential to raise the awareness of European citizens to help them to make an informed choice. The results of the survey clearly show that market participants play a key role in informing customers. The regular contact suppliers and DSOs have with customers, via billing and other company information provides an avenue for the communication of additional information to customers.

The scope and quality of the information provided was not part of this questionnaire and has not been evaluated.

## 5.2 Contracts

Contracts can be seen as one important source of information for energy customers. It is of high importance to include basic information about the contracting party, i.e., contact details, as well as the contracted services and general terms and conditions. In fact, the contract itself is the only reliable source of information a customer might have prior to choosing a service. Annex A of the Electricity and Gas Directives set out provisions regarding the information that must be included in the contract between customers and other market players.

### 5.2.1 One or two contracts

It is of significant interest to learn about the relationships between customers and other market actors in each Member State; whether customers have separate contracts or, if not, at least separate legal relationships with the distribution system operator and the supplier. Knowledge of these relationships is important to understand the country-specific situations that relate to this basic principle. Furthermore, two separate contracts might help customers to understand the different roles and responsibilities of different market players and, as a result, that they are able to choose their electricity and gas supplier. However, there are no regulations in electricity and gas Directives relating to these relationships.

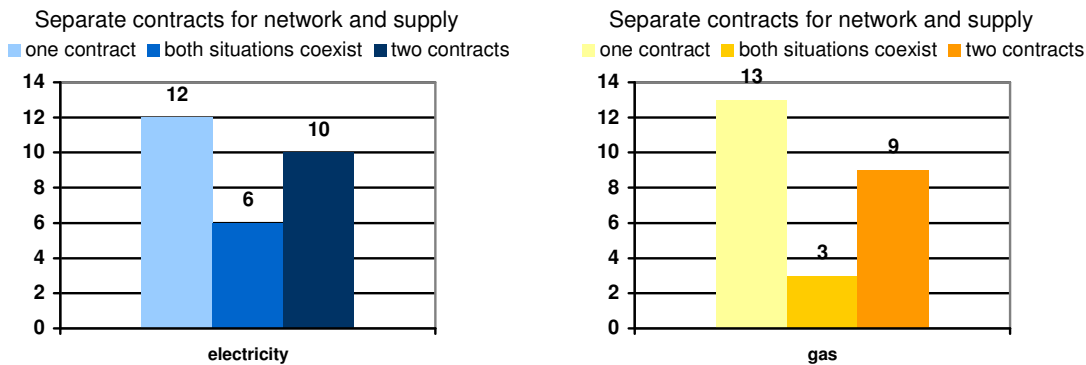
*Question 2: Do you have separate contracts (or other legal relationships) for access to the network on the one hand and for supply on the other hand?*



In 10 countries, there are separate contracts or legal relationships for supply of **electricity** and for network access. In 12 countries, customers have a single contract for both services, namely Estonia, France, Germany, Greece, Italy, Latvia, Portugal, Romania, the Slovak Republic, the UK, Flanders and Wallonia. Meanwhile, 6 Countries, namely the Czech Republic, Finland, Lithuania, Luxembourg, Hungary and Poland, replied that both situations coexist. In Poland, almost all customers only have one contract - only approximately 700 customers who have already switched their electricity supplier have separate contracts. For the remaining countries that answered that both situations coexist, no detailed information was provided about the percentage of customers with a single contract and the percentage with two contracts.

In **gas**, 9 countries have separate contracts, 13 countries have a single contract, namely Finland, France, Germany, Greece, Hungary, Italy, Latvia, Poland, Portugal, the Slovak Republic, the UK, Flanders and Wallonia. Customers in the Czech Republic have two contracts for gas, although both situations exist in the electricity market. Romania has separate contracts in gas but not in electricity, Finland, Hungary and Poland have both situations in electricity but only one contract in gas.

Countries without regulated end-user prices tend to have two contracts or at least coexisting situations both in electricity and in gas. Finland is the only gas market without regulated end-user prices to have only one contract. Also, the situation in Germany and the UK should be noted, since the answers show that there is only one contract for customers in both electricity and in gas, even though regulated end-user prices do not exist in these two countries.



**Chart 6 & 6a: Contractual relationships for network and supply (electricity and gas)**

### 5.2.2 Contractual requirements

Annex A (a) of Electricity and Gas Directives set out minimum requirements for contracts with customers. This section is relevant to contracts with the “electricity service provider”. However a respective definition of “service provider” is missing in Article 2 of the Directives. Some of the aspects of this section clearly refer to suppliers (e.g. “identity and address of the supplier”) but on the other hand some aspects could be seen more relevant to DSOs (e.g.: “if offered, the types of maintenance service offered”). Due to this, it was deemed appropriate to ask whether there were any legal requirements to include these customer protection measures in both the contract with the supplier and the contract with the DSO.

At this point it is also necessary to clarify that some of the legal obligations might not only exist because of the implementation of EU electricity and gas directives but also because contract law or customer protection law require them.

### 5.2.2.1 Contract with DSO

Having regard to the provisions of Annex A (a) of the Directives, it is clear that the information contained within the energy contracts is of significant importance to customers.

*Question 3.1: Is there an obligation for DSOs to provide customers with the following information on the contract?*

- a. *Name and address*
- b. *Technical services (e.g. voltage quality)*
- c. *Prices for maintenance services (e.g. additional meter readings)*
- d. *Commercial quality (e.g. time until activation, responses to customer complaints)*
- e. *How to get up-to-date information on applicable tariffs*
- f. *Duration of the contract*
- g. *Conditions for renewal and termination of the contract*
- h. *Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met*

The following table shows how many countries have legal requirements to provide this information in customer contracts **with DSOs**, for both electricity and gas. It indicates how many countries have this obligation on the basis of the number of responses received to each question (e.g. 10/20 means 20 countries replied and 10 of these have such requirements). From these responses, a percentage is calculated.

Contract with DSO				
	Electricity		Gas	
Name and address	15/22	68%	14/20	70%
Technical services	15/24	63%	10/21	48%
Prices for maintenance services (e.g. additional meter readings)	6/23	26%	8/20	40%
Commercial quality (e.g. time until activation, responses to customer complaints)	8/23	35%	8/20	40%
How to get up-to-date information on applicable tariffs	10/22	45%	8/20	40%
Duration of the contract	14/23	61%	11/20	55%
Conditions for renewal and termination of contract	16/23	70%	12/19	63%
Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met	7/23	30%	6/21	29%

**Table 1: Legal requirements for contract with DSO**

There are some details from the responses received to the electricity questionnaire that are worth pointing out: Germany, Romania, Italy and the UK did not reply to this question. In Italy, Portugal and the Netherlands, customers have no separate contract with the DSO (see related section). In Germany, customers contract with DSOs for network access but not for network usage. In Romania, customers do not enter into contracts with the DSO; the DSO is a subcontractor of the supplier. In the UK, there is no direct relationship between DSOs and end-consumers.

Estonia and Finland have obligations to include all of the above-mentioned aspects in contracts with a DSO. In Greece, there is no legal obligation to include any of these aspects in a contract with a DSO. This is due to the fact that customers do not have a direct contract with the DSO; the DSO is a subcontractor of the supplier. In the Czech Republic, a contract with a DSO can not specify costs for maintenance services of a distribution system because, according to Czech legislation, the price of distribution covers all services including repairs, maintenance, meter reading, etc.

Responses to this question from the **gas** questionnaire were not provided by Germany, Italy, Hungary and the UK. In Italy and Germany, customers did not have separate contracts with the DSO (see related section), this is also the case for Portugal. The UK could not answer these questions because as mentioned above, there is no direct relationship between DSOs and end-customers in the UK. Estonia and Finland have not placed an obligation on DSOs to include all of these aspects in a contract, whereas in Denmark, Latvia and Flanders there is no obligation to include any of this information in a contract.

There is no correlation between the level of prerequisites for contracts and the number of contracts (a single contract for both supply and network services or separate contracts) that an end-customer must enter into in each Member State.

Since one might feel that in a lot of countries the prerequisites of Annex A (a) have not been completely implemented in national legislation, it must be restated that the wording of Annex A (a) leaves room for interpretation. Annex A (a) sets out the minimum requirements for customer contracts with their “electricity service provider”, while this market player is not defined in the Directives. Therefore, it was up to Member States when implementing the Directives to decide whether these prerequisites refer to suppliers only or to suppliers as well as to DSOs.

Additionally we note that there is a broad variety of contractual situations between customers and DSOs across Member States. Contracts may be written documents or other contractual relationships. It is also possible that customers do not have contracts or other legal relationships with the DSO but only with the supplier. This hinders the comparability of the results from the questionnaires, which were only designed to obtain information about direct contracts between customers and DSOs.

#### 5.2.2.2 Contract with supplier

Participants were also asked whether there were obligations to include certain aspects in a **contract with a supplier**.

*Question 3.2: Is there an obligation for suppliers to provide customers with the following information on the contract?*

- a. *Name and address*
- b. *Commercial quality (e.g. time until activation, responses to customer complaints)*
- c. *How to get up-to-date information on applicable tariffs*
- d. *Duration of the contract*
- e. *Conditions for renewal and termination of the contract*
- f. *Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met*

The following table lists all findings.

Contract with supplier				
	Electricity		Gas	
Name and address	26/26	100%	23/24	96%
Commercial quality (e.g. time until activation, responses to customer complaints)	15/27	56%	15/24	63%
How to get up-to-date information on applicable tariffs	16/27	59%	16/24	67%
Duration of the contract	23/27	85%	22/24	92%

Conditions for renewal and termination of contract	24/27	89%	23/24	96%
Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met	10/28	36%	10/25	40%

**Table 2: Legal requirements for contract with Supplier**

A higher level of response was received in relation to supplier obligations than to DSO obligations. In analysing the responses received, one could sum up that there are more obligations regarding contractual requirements for suppliers, which can be chosen by the customer, than for DSOs which are monopolies. However, both facts may be due to the diversity of legal relationships as mentioned in the previous section.

The supply contract situations are very similar for electricity and gas. The inclusion of the contact name and address is mandatory for supply contracts in all answering countries, except in Latvia for gas supply contracts. The conditions for renewal and termination of the contract, as well as the duration of the contract are also mandatory in most countries, again with the exception Latvia in gas supply contracts. These are key elements of a contract and the result to date is positive. At the same time, information concerning the manner in which customers can obtain current information on applicable prices is not set out in the contracts in about 40% of responding countries in electricity and in 1/3 of the responding countries in gas.

The responses received from Denmark, Estonia, Finland, Luxembourg, Portugal, Romania and Spain showed that suppliers were obliged to include all above-listed elements within their contracts for both electricity and gas. Italy places an obligation on gas suppliers to include all elements set out above in gas supply contracts, but only two elements are required in electricity. This stems from the fact that in Italy there are different codes of conduct for electricity and for gas.

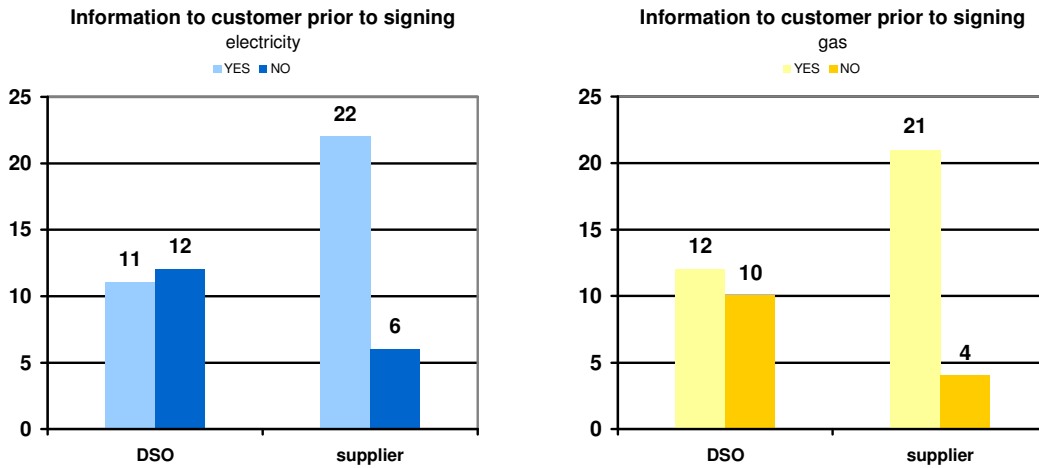
The data indicates that there are more obligations regarding contractual requirements for suppliers than for DSOs, which might result from the diverse legal relationships in Member States.

Although provision of information on the aspects specified by Annex A may not be mandatory in a Member State, it is possible that the actual situation for customers is better and further information is nevertheless included in customer contracts with suppliers.

### 5.2.3 Information prior to conclusion of contract

Additionally there is an obligation in Annex A (a) to provide customers with information on the most relevant aspects of the contract prior to signing it. This is necessary to enable customers to compare offers and make well-informed decisions.

*Question 4: ) Is there an obligation to provide customers with information on the most relevant aspects of the contract prior to signing it?*



**Chart 7 & 7a: Obligation to provide customers with contract information (electricity and gas)**

Once again, the responses received provided more information in relation to suppliers than to DSOs. Germany and Italy did not comment on obligations for the DSO. This is due to the fact that customers in Italy have no separate contracts with the DSO (see related section). Nearly all countries that have two contracts have an obligation for suppliers to provide the most relevant aspects of the contract prior to signing it. The only exceptions to this rule are Cyprus and Ireland.

Countries that have two contracts for gas customers tend to have an obligation for both DSO and suppliers to provide information before signing a contract. However, this is not the case in Austria and Czech Republic. Denmark (regarding the default supplier), Germany and the Netherlands only indicated such obligations being placed on suppliers, not DSOs. This is due to the fact that in these countries, customers do not have written contracts with their DSO but only with their supplier.

In **electricity**, 11 countries have indicated that there are obligations for a DSO to provide customers with basic contract information prior to signing it, In 22 countries there are obligations for suppliers to do so.

In **gas**, the Czech Republic and Latvia have no obligation for the DSO nor for the supplier to provide customers with information on the most relevant aspects of the contract prior to signing it.

The responses show that Member States have placed greater obligations on suppliers to provide information on key elements of the contract prior to signing it than DSOs. This may be due to the diverse legal relationships in Member States. Additionally, countries with separate contracts for DSOs and suppliers are more likely to have an obligation to inform customers in advance of signing a contract than countries with only one contract.

## 5.3 Bills

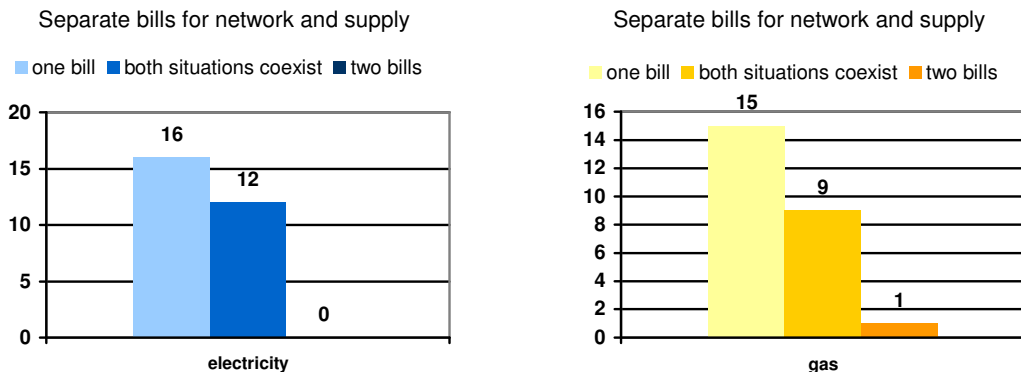
### 5.3.1 One or two bills

Bills are the primary source of information for electricity and gas customers. They may be the only regular, periodic form of contact between the supplier or DSO and the customer. Therefore, it is important to assess the provisions implemented by Member States relating to information provided on customer bills.

The first step is to ascertain whether customers receive separate bills for network charges and for supply.

*Question 9: Do customers receive separate bills for access to the network on the one hand and for supply on the other hand?*

*Question 10: Is there an obligation to separate the amounts reflecting the actual cost for kWh consumed for supply on the one hand and for network on the other hand, even if in one single bill?*



**Chart 8 & 8a: Billing for network and supply charges**

In **electricity**, the responses showed that there is no country where all customers receive separate bills, in 12 out of 28 countries both situations coexist.

The following examples from Member States may give an insight into the diversity of situations in countries where both situations coexist.

In Poland, almost all household customers (except those who have already switched their supplier) receive a single bill. In Denmark, 95% of electricity and 98.5% of gas customers receive a single bill; the only customers receiving two bills are those who have switched suppliers at least once. This applies to about 5% of electricity customers and 1.5% of gas customers. In Austria, most customers, including those who have already switched suppliers, receive a single bill. For the other Member States, there is no indication of the number of customers that receive separate bills and the number receiving a single bill.

In Slovenia, all **gas** customers receive separate bills. In 9 countries, both situations coexist and in 15 countries there are merged gas bills for both network and supply charges in gas.

In **electricity**, Austria, the Czech Republic, Denmark, Finland, Iceland, Ireland, Lithuania, Luxembourg, Norway, Poland, Sweden and the Netherlands have both customers receiving a single bill and customers receiving separate bills. This situation is also present in **gas** in Austria, the Czech Republic, Denmark, Estonia, Lithuania, Luxembourg, Romania, Sweden and the Netherlands.

One may assume that separate contracts require two bills. However, this is not always the case:

In 8 out of 10 Member States with separate contracts between **electricity** suppliers and DSOs and customers, customers may receive one or two bills, both situations coexist, while in the other 2 Member States, customers receive a single bill; there is no country with two bills for all customers.

The situation for **gas** is almost identical: both situations coexist in 7 out of 9 Member States, where customers enter into two contracts have one or two bills and 2 Member States have a single bill. Romania and Slovenia are the only countries where all customers have two contracts and two bills.

### 5.3.2 Information on bills

Customer awareness of the different roles and responsibilities of market participants and their ability to choose their supplier may rise due to separate contracts, separate bills or even separate amounts on one bill for network and supply charges. In addition to the question of whether customers received one or two bills, it was therefore also relevant to evaluate if there is an obligation to separate the amounts reflecting the actual cost for kWh consumed for supply and for network, even if in one single bill.

The responses to the **electricity** questionnaire show that there is an obligation to separate the charges for network and supply in 18 of the 24 countries that responded, that do not have regulated price, where customers receive a single bill. The situation in price regulated end-user markets is the following: 9 out of 15 countries have such an obligation. No such obligation exists in France, Greece, Italy, Latvia, Lithuania, and Romania.

In the following tables, the responses to the question whether customers receive one or two contracts was added to provide an overall picture.

## Electricity:

	Separate contracts electricity	Separate bills in electricity	Separated amounts for energy and network	
			Customers without regulated prices	Customers with regulated prices
AT	yes	both situations	yes	--
CY	yes	no	yes	yes
CZ	both situations	both situations	yes	--
DK	yes	both situations	yes	yes
EE	no	no	--	yes
FI	both situations	both situations	yes	--
FR	no	no	no	no
DE	no	no	yes	--
EL	no	no	--	no
HU	both situations	no	yes	yes
IC	yes	both situations	yes	--
IE	yes	both situations	yes	yes
IT	no	no	no	no
LV	no	no	yes	no
LT	both situations	both situations	yes	no
LU	both situations	both situations	no	--
NO	yes	both situations	yes	--
PL	both situations	both situations	yes	yes
PT	no	no	yes	yes
RO	no	no	no	no
SK	no	no	--	yes
SI	yes	no	no	--
ES	yes	no	yes	--
SE	yes	both situations	yes	--
NL	yes	both situations	--	yes
UK	no	no	no	--
FL	no	no	yes	--
WA	no	no	yes	--

## Gas:

	Separate contracts gas	Separate bills in gas	Separated amounts for energy and network	
			Customers without regulated prices	Customers with regulated prices
AT	yes	both situations	yes	--
CY				
CZ	yes	both situations	yes	--
DK	yes	both situations	yes	yes
EE	both situations	both situations	--	yes
FI	No	no	yes	--
FR	No	no	no	no
DE	no	no	no	--
EL	No	no	--	no
HU	No	no	--	no
IC				
IE	yes	no	no	no
IT	No	no	no	no
LV	No	no	no	no
LT	both situations	both situations	yes	no
LU	both situations	both situations	no	--
NO				
PL	No	no	yes	yes
PT	No	no	yes	yes
RO	yes	yes	yes	yes
SK	No	no	--	no
SI	yes	yes	yes	--
ES	yes	no	no	no
SE	yes	both situations	yes	--
NL	yes	both situations	--	yes
UK	No	no	no	--
FL	No	no	yes	--
WA	No	no	yes	--

Table 3 &amp; 3a: Contract Structure and billing for Electricity and Gas

In **gas**, 12 out of 20 participating countries replying for markets without regulated prices they have implemented an obligation for the supply and network charges to be itemised on customer bills. In markets with regulated end-user prices, 6 of 15 countries replying have the obligation to separate the charges for gas consumption and access to the network on the bill.

The picture is quite heterogeneous regarding bills: about 50% of Member States have a single bill while almost no country has – by obligation – two bills. In the remaining Member States, both situations coexist.

In markets without price regulation, about  $\frac{2}{3}$  of the Member States, electricity and gas customers receive bills with separate charges for supply and networks, even if on one single bill. In markets with price regulation, this is the case for half of Member States in electricity and for  $\frac{1}{3}$  in gas.

The interesting conclusion that can be drawn from these numbers is that transparency of bills regarding separate amounts for energy and network is higher in markets without price regulation than in markets with price regulation.

Furthermore the data clearly shows that there is no relationship between the number of contracts entered into by customers and the number of bills they receive (one or two).

When looking at the contractual situation however, we see the following: For **electricity** in almost all Member States, customers with two contracts also have separate charges for electricity and networks on their bills (this refers to both markets with and without price regulation). In this instance transparency is well-assured in Member States with separate contracts. Additionally, the results show that there is greater transparency in this area in the electricity sector than in **gas**.



### 5.3.3 Methods of payment

Customers shall be offered a wide choice of payment methods while any difference in terms and conditions shall reflect the costs to the supplier of different payment systems (Annex A (d)).

#### 5.3.3.1 DSO

These methods of payment can be offered by suppliers and by DSOs for markets with and without regulated prices.

*Question 11: Is there an obligation for the DSO to offer all customers more than one method of payment? for the liberalised market /if applicable: for customers with regulated prices*

No all countries responded to the above question on obligations for DSOs to offer more than one method of payment. In **electricity**, 20 countries responded in relation to markets without price regulation; in 4 (namely Denmark, Finland, Sweden and Latvia) out of these 20, there is an obligation for DSOs to offer various methods of payment. In markets with regulated prices, 6 out of 12 countries responding have placed this obligation on the DSO: Denmark, Estonia, Latvia, Lithuania, the Netherlands and the Slovak Republic.

No responses were received from France, Germany, Italy and Romania. The reason may be that all household customers receive a single bill and pay their entire bill to the supplier, as in France. This is also the case in Italy, Germany and Romania.

In **gas**, the data is similarly weak. For markets without regulated prices, only 17 countries answered, 4 of them are implementing an obligation for the DSO to offer more than one method of payment: Denmark, Finland, Lithuania, Sweden and Slovenia. On the regulated markets only 12 countries responded, of whom 5 have this obligation, namely Denmark, Estonia, Lithuania, the Netherlands and the Slovak Republic.

France, Germany, Hungary and Italy did not reply to this question. The lack of response may be due to the diverse legal situations throughout Member States.

The reason for the high number of negative or no answers here could be due to the fact that in several countries there are no separate legal relationships between end-consumers and DSOs.

#### 5.3.3.2 Supplier

The responses to the questionnaire have shown that suppliers are more likely to be legally obliged to offer customers different methods of payment than DSOs.

*Question 11.1: ) Is there an obligation for the supplier to offer all customers more than one method of payment? for the liberalised market /if applicable: for customers with regulated prices*

In **electricity** markets without regulated end-user prices, 14 out of 25 answering countries stated that suppliers are obliged to offer various methods of payment (the Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Latvia, Luxembourg, Portugal, Romania, the Netherlands, the UK and Flanders). In electricity markets with regulated prices, 11 out of 15 answering countries have such obligations (Denmark, Estonia, France, Hungary, Ireland, Italy, Lithuania, Portugal, Romania, the Slovak Republic and Spain).

In **gas** markets without price regulation, 13 out of 21 answering countries have imposed these obligations on suppliers whereas in markets with regulated end-user prices 9 out of 14 answering countries oblige suppliers to accept more than one method of payment. These results are generally the same as those that have imposed obligations for suppliers to accept more than one method of payment for electricity.

### 5.3.3.3 Costs for payment methods

In the light of these aspects and having in mind Annex A (d), respondents were asked whether there are any legal provision relating to the costs for different payment methods.

*Question 12: Is there any kind of legal provision on the costs for different payment methods?*

For **electricity**, only 8 countries have such provisions: the Czech Republic, Denmark, Hungary, Romania, Sweden, the Netherlands, Flanders and Wallonia. Two countries did not reply to this question, namely Estonia and Finland. In the other countries there is no such provision.

In **gas** the situation is similar, 9 countries have legal provisions for different costs of payment methods (Denmark, Hungary, Lithuania, Luxembourg, Romania, Sweden, the Netherlands, Flanders and Wallonia). Again, Estonia and Finland did not respond to this question. In the other countries there is no such provision.

The UK is currently considering how this requirement could be better reflected in suppliers' licences.

The legal provisions regarding methods of payment have not been implemented in many countries. However, it should be taken into consideration that the questionnaire only asked about legal obligations and not the actual situation for customers, which may differ from the legal provisions in one way or another.

## 5.4 Information on bills and other media

It is necessary for a customer to have enough information on different market participants in order to be able to take well-informed and fact-based decisions as a responsible energy customer. Information that has been provided within the contract may be insufficient for customers to feel well-informed. Important information about the identity and roles of market participants can also be given to customers on bills, but there are other possible channels Member States could use to communicate this information. The following chapter of the report deals with this issue. It should be noted that participants were only asked about *obligations* concerning information given to the customers. The actual situation in Member States may differ; information may be provided to customers voluntarily or as part of commercial practices.

The following part of the report deals with information given to the customer by obligation through four different channels:

- a.) on the bill
- b.) through individually addressed information
- c.) through a website
- d.) information will be made available on request

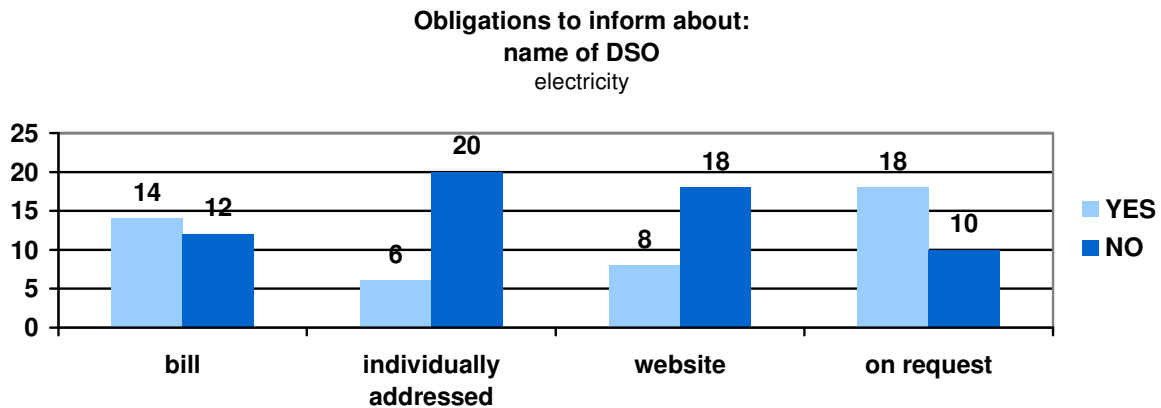
It is important to note that only (a) and (b) indicate that customers are actively informed by others while (c) and (d) require customers to be active and request information.

The responses to questions relating to contact details and identity of DSO and supplier, responsibilities of market participants, energy prices and tariffs and a few more important facts for every electricity and gas customer are summarised below.

It is worth mentioning that in Greece, the supplier and the DSO are a single company.

#### 5.4.1 Information about DSO

*Question 13.1: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the name of the DSO?*

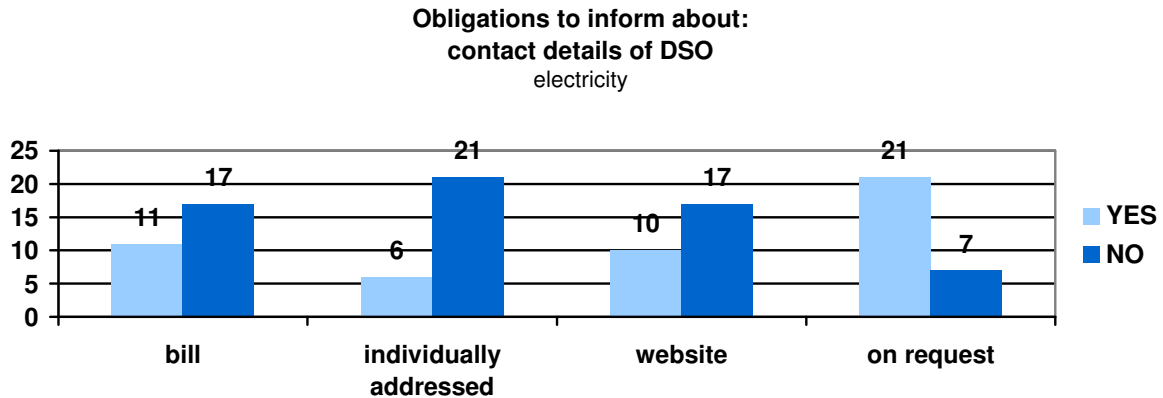


**Chart 9: Obligation to inform - name of DSO**

This chart shows the responses relating to **electricity**. The most common way to inform the customer by obligation about the name of the DSO is on the bill. DSOs in Ireland and Denmark are obliged to use all four means to inform customers. In Greece, Luxembourg, Flanders and Wallonia there are no obligations to use any of these means to provide information about the DSO name.

In **gas**, the situation is very similar. In 12 of 24 countries replying, there is an obligation to publish the name of the DSO on the bill; in 18 of 24 countries, a customer may obtain this information on requesting.

*Question 13.3: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about contact details of the DSO?*

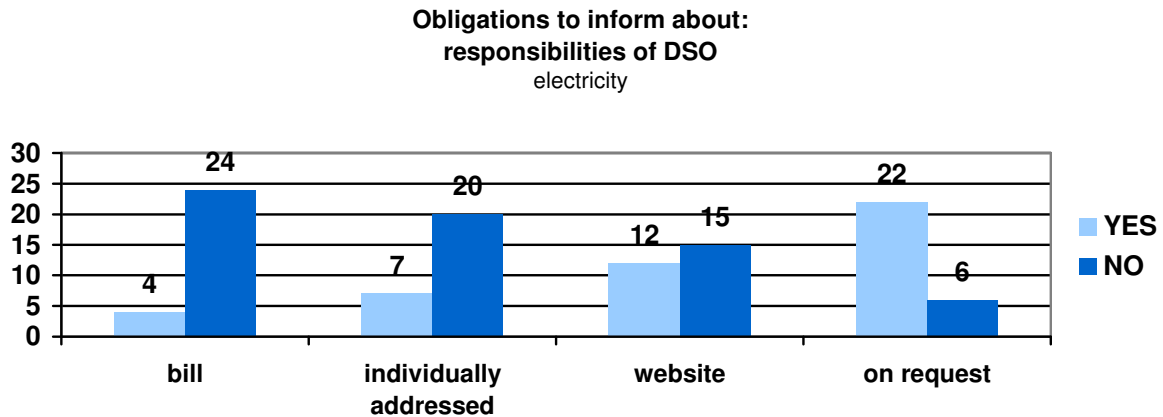


**Chart 10: Obligation to inform - contact details of DSO**

Ireland has obligations to include information about the contact details of the DSO for **electricity** using all the channels listed above. The Czech Republic, Greece, Luxembourg, Poland, Flanders and Wallonia have no obligation to provide this information.

In **gas** there is a larger number of countries replying that there is an obligation to include this information on the bill (12 out of 25). Ireland has obligations for the contact details to be provided using all the channels; Poland, Latvia, Wallonia and Flanders have no obligation to provide this information.

*Question 13.2: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the responsibilities of the DSO?*



**Chart 11: Obligation to inform – responsibilities of DSO**

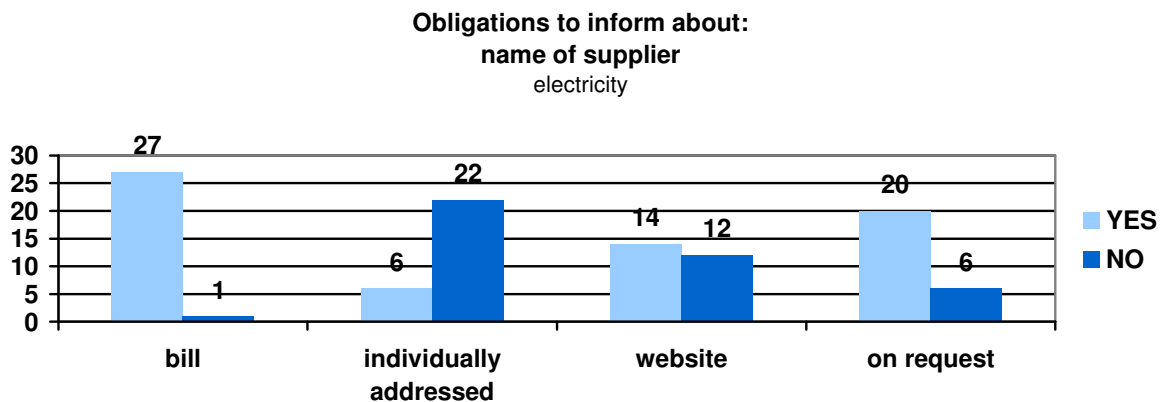
This chart illustrates the results received for **electricity**. Ireland has obligations to publish the responsibilities of a DSO via all four channels. The Czech Republic, Greece, Luxembourg, Spain and Flanders have responded that there are no obligations to include this information using any of these channels.

For **gas** the situation is again very similar. At least 20 out of 25 countries replying will make this information available on request. In only 10 out of 24 countries responding to this question there is an obligation to have this information on a website.

In the Czech Republic, Latvia and in Flanders there are no obligations to provide the responsibilities of the DSOs using any of these channels of information. In other countries there is an obligation to provide this information to customers using at least one of these channels. In Poland the obligations to provide information about the DSO exists only if customers have separate contracts, which is currently the case for approximately 700 customers.

#### 5.4.2 Information about supplier

*Question 13.4: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the name of the supplier?*



**Chart 12: Obligation to inform – name of supplier**

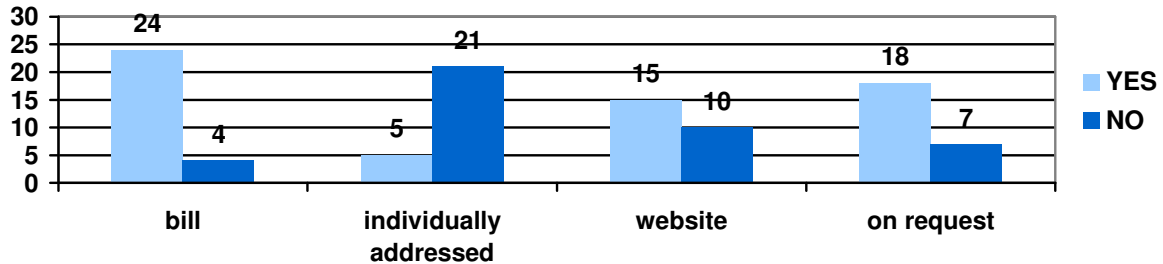
When reviewing the results of the questionnaire, the results show that, as before, there are more obligations are placed on suppliers than on DSOs.

Nearly all countries placed obligations on suppliers to include their name on the bill, both in **electricity** (27 out of 28) and **gas** (23 out of 25). In Greece, there is no obligation for gas and electricity suppliers to provide this information, Latvia electricity suppliers must provide the information, but gas suppliers are not obliged to do so.

Countries that have obligations for the supplier names to be communicated using all the above channels in electricity and gas are: Denmark, Ireland, Portugal and the Netherlands. In Greece there is no such obligation for electricity but information will be made available on request concerning gas.

*Question 13.6: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about contact details of the supplier?*

**Obligations to inform about:  
contact details of supplier**  
electricity



**Chart 13: Obligation to inform – contact details of supplier**

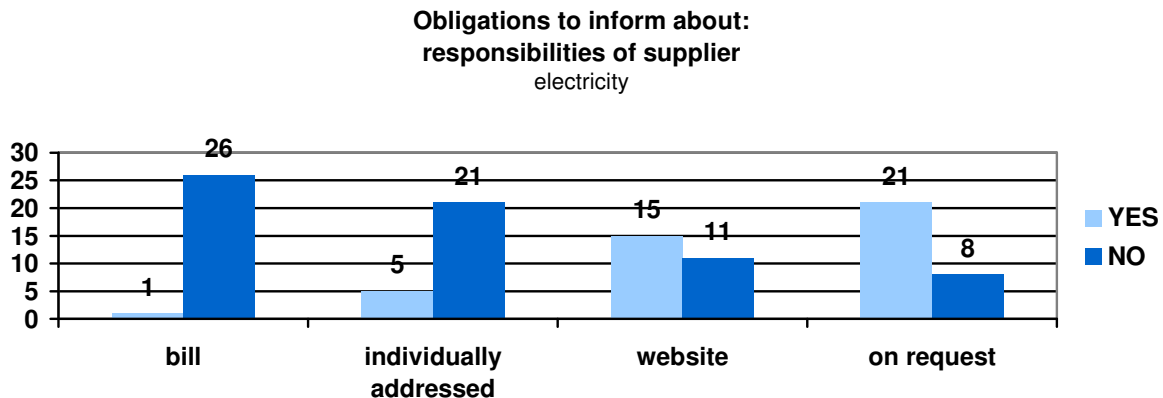
Most countries, excluding Denmark, Greece, Hungary and Iceland, have an obligation to provide the suppliers' contact details on **electricity** bills. Ireland and Spain have obligations for contact information to be provided using all the above channels.

In Poland the obligations to provide contact information for the DSO exists only if customers have separate contracts, which is currently the case for just 700 customers.

Concerning **gas** the picture is not much different. Fewer countries responded to these questions in the gas questionnaire.

All countries responding have obligations to publish the supplier's contact details on a gas bill, except Greece and Latvia; in 14 out of 21 countries the customer will receive this information on request. Portugal, Ireland and Romania have obligations to provide this information using all communication channels.

*Question 13.5: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the responsibilities of the supplier?*



**Chart 14: Obligation to inform – responsibilities of supplier**

There is little information provided on bills or individually addressed information about supplier responsibilities. However, more than half of the countries responding have an obligation to publish this information on a website.

This chart shows the situation for **electricity**, where in 5 countries (the Czech Republic, Greece, Luxembourg, Poland, and Spain) there is no obligation to inform customers about the responsibilities of suppliers through any of these channels.

The situation in **gas** is very similar. Again, only two countries (UK and Spain) have obligations to include this information on the bill. In 13 out of 23 countries responding, this information must be published on a website and 18 out of 24 countries have an obligation to make information available on request. Latvia and Poland have no such obligation for gas.

In most countries, there is an obligation to include the name of the supplier on the bill. The primary means of providing the name of the DSO is also via the bill, however this is required in fewer Member States. The provision of contact details for DSOs is not that widespread.

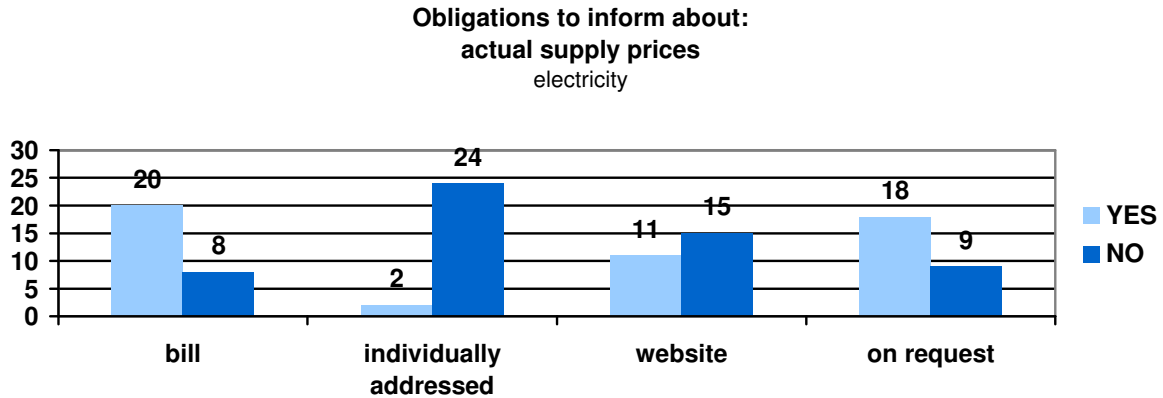
The obligations imposed on the provision of information by suppliers is greater than those imposed on DSOs.

Generally speaking, the legal obligation to provide information on the responsibilities of DSOs and suppliers is limited to publication of this information on websites or by customer request. This requires active customers, which may be a reason why many customers do not distinguish between their DSO and their supplier.

#### 5.4.3 Information about prices and tariffs

Countries were also asked whether they had an obligation to inform customers about the actual supply prices for the consumption in each period, including information on the exact time span for which a price was applicable and how they were obliged to communicate this information.

*Question 13.7: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the actual supply prices for the consumption in each period (information on the exact time span a price was applicable to)?*



**Chart 15: Obligation to inform – actual supply prices**

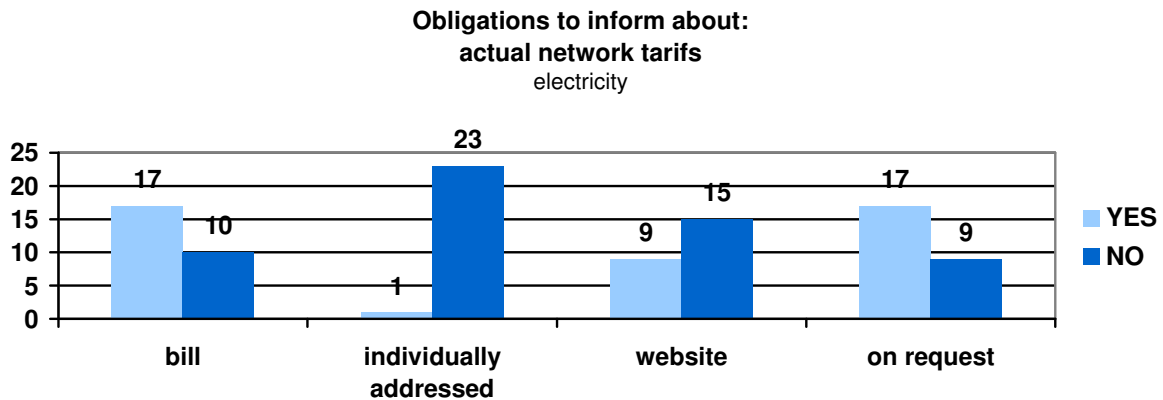
For **electricity**, the bill is the main source of information about actual applicable prices and the exact time span for which a price was applicable. The results show that there are 8 countries (in gas 6 countries) where there is no obligation for information about applicable prices and their time spans to be included on the bill. In electricity, these countries are Cyprus, Denmark, Greece, Latvia, Luxembourg, Norway, the Netherlands and the UK.

In **gas** this applies to the same countries, excluding Norway and Cyprus (no gas).

Information on the actual network tariffs for consumption in each period, including the exact time span for which a tariff was applicable is more difficult for customers to obtain, given the existing obligations.

*Question 13.8: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the actual network tariffs for the consumption in each period (information on the exact time span a price was applicable to)?*



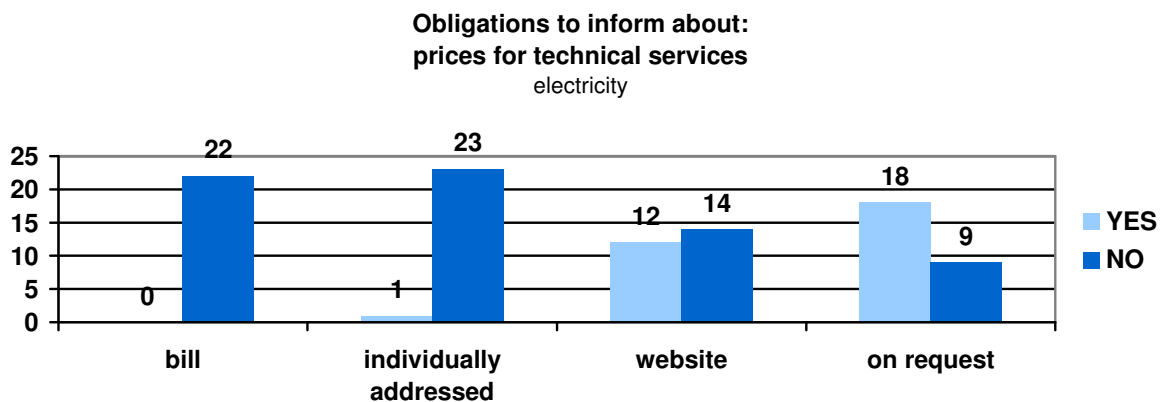


**Chart 16: Obligation to inform – actual network tariffs**

France, Greece, Luxembourg and the UK have no obligation for this information to be provided using any of these communication channels in **electricity**. Ireland is the only country that has imposed obligations to send customers individually addressed information about actual network tariffs and the time spans for which they were valid; this information is sent only to “large customers”.

The customer situation for **gas** is the following: in 14 out of 23 replying countries this information must be included in the bill. Ireland and the Slovak Republic also have obligations to publish this information in individually addressed documents, although in Ireland this is only sent to “large customers”. In 9 out of 20 countries responding, there is an obligation to publish this information on a website and in 15 out of 22 countries customers will receive this information on request.

*Question 13.9: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about prices for technical services (as a list)?*



**Chart 17: Obligation to inform: prices for technical services**

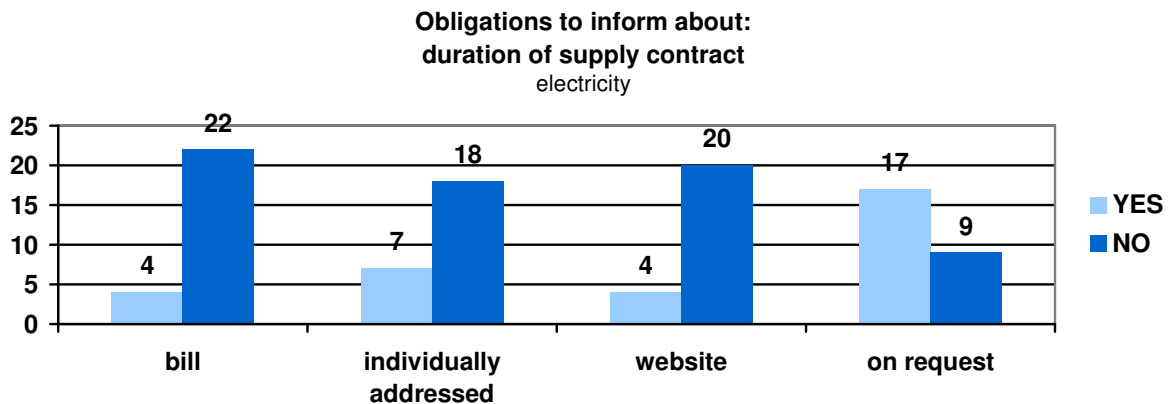
For **electricity**, Italy is the only country with an obligation to send this information to customers in an individually addressed document. Countries that have not imposed obligations to provide this information to customers by obligation are: the Czech Republic, Greece, Latvia, Luxembourg, Norway, Spain and the UK.

The situation for **gas** is very similar: 2 countries (Romania and Spain) have imposed obligations to include this information on the bill, Italy is the only country that requires that the information is sent out in an individually addressed document. 13 out of 22 countries responding have websites where the publication of this information is mandatory, in 18 out of 24 countries replying, customers will receive this information on request. If compared to electricity, there are fewer countries (only 4) without an obligation to provide this information via any of these channels: the Czech Republic, Latvia, Portugal and the UK.

Regarding information on actual prices with time spans indicating when they were applicable, 70% of the Member States responding have imposed an obligation to provide this information on bills. The situation is almost the same for actual DSO network tariffs. In the few countries where obligations for the provision of prices for technical services exist, the information is only required to be published on websites or provided in response to individual customer requests. Again, the absence of a legal obligation does not mean that consumers are not provided this information.

#### 5.4.4 Duration, renewal and termination of the contract

*Question 13.10: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the duration of the supply contract?*



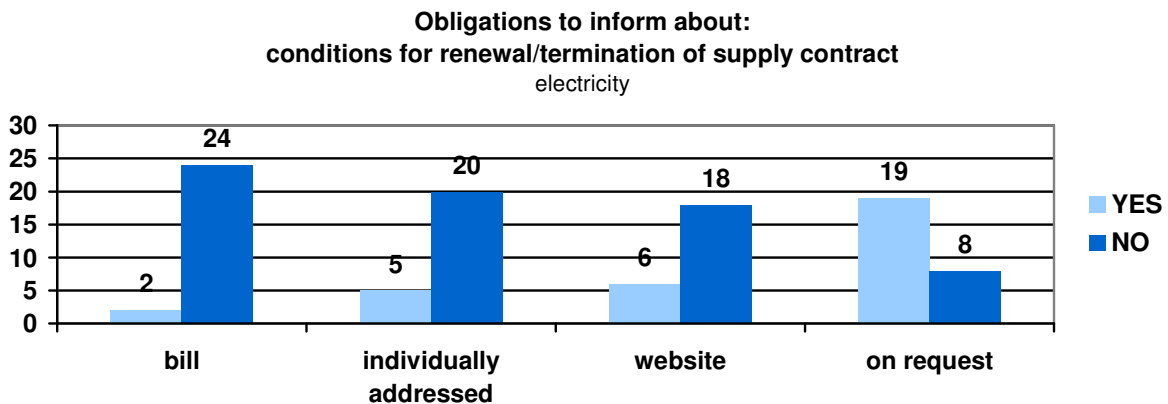
**Chart 18: Obligation to inform – duration of supply contract**

There are not many countries that have imposed obligations to ensure that **electricity** customers know the duration of their supply contract, other than the requirement to include this information in the contract (see previous section). Most countries have obligations to inform customers on request, but no other means of information provision are required. Cyprus, the Slovak Republic, Flanders and Wallonia are the only places where customers will find this information on their bill. Countries sending out individually addressed information to customers are: Cyprus, Ireland, Italy, Latvia, Portugal and Sweden. In Sweden the obligation is that the information should be individually addressed to customers, but it is not stated how customers have to be informed.

Hungary, Iceland, Portugal and Wallonia must provide this information on a website. The Czech Republic, France, Greece, Luxembourg, Norway, the Netherlands and Poland have no provision to ensure that customers obtain this information.

For **gas** customers, the duration of their supply contract is included on bills in Spain, Flanders and Wallonia. Individually addressed information must be sent out in 7 countries: Denmark, Hungary, Ireland, Italy, Luxembourg, Portugal and Romania. In four countries this information must be provided via a website: Austria, Portugal, Romania and Wallonia. There is no obligation in France, Latvia, the Netherlands and Poland to provide this information via any information channels.

*Question 13.11: Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about the conditions for renewal and termination of the supply contract?*



**Chart 19: Obligation to inform – conditions for renewal / termination of supply contract**

For **electricity** customers, 6 countries have implemented obligations that only require the conditions renewal or termination of their supply contract to be included in their contract. The information is not provided via any other information channel. This applies for the Czech Republic, France, Greece, Luxembourg, Norway and Poland. In Flanders and Wallonia this information is provided on the electricity bill.

For **gas**, the situation is similar: only Flanders and Wallonia have imposed obligations to provide this information on the bill. In 7 countries, suppliers are required to send out individually addressed information and in 9 countries customers have to be informed about the conditions for renewal or termination of their supply contract via a website. In 17 out of 24 replying countries this information will be made available on request. Again, no obligations beyond those for contracts have been made in France, Denmark, Latvia, Luxembourg and Poland.

The data indicates that very few Member States require that information on the duration and conditions for renewal and termination of a supply contract is available on the bill. Beyond the contract itself, where this information should be available, it is up to the customer to ask for this information.

The following tables give an overview regarding mandatory information on electricity and gas bills since bills are one of the most important sources of information, especially for customers who are not active and who are not aware of their rights and choices in the liberalised electricity and gas markets.

Information mandatory on electricity bills											
	Name DSO	Responsibilities DSO	Contact details DSO	Name supplier	Responsibilities supplier	Contact details supplier	Actual supply prices <sup>5</sup>	Actual network tariffs <sup>3</sup>	Prices technical services	Duration supply contract	Conditions: renewal, termination supply contract
AT				X		X	X	X			
CY	X	X	X	X		X				X	
CZ	X			X		X	X	X			
DK	X			X							
EE				X		X	X	X			
FI	X		X	X		X	X	X	X		
FR			X	X		X	X				
DE	X			X		X	X	X			
EL											
HU	X			X			X	X			
IC	X			X			X	X			
IE	X	X	X	X		X	X	X			
IT		X	X	X		X	X				
LV	X		X	X	X	X					
LT	X		X	X		X	X	X			
LU				X		X					
NO	X			X		X					
PL				X		X	X	X			
PT				X		X	X	X			
RO				X		X	X				
SK	X		X	X		X	X	X		X	
SI				X		X	X	X			
ES	X		X	X		X	X	X			
SE	X		X	X		X	X	X			
NL	X			X		X				X	
UK	X	X	X	X		X				X	
FL				X		X	X	X		X	X
WA				X		X	X	X		X	X

**Table 4: Mandatory Information on Electricity Bills**

Information mandatory on gas bills											
	Name DSO	Responsibilities DSO	Contact details DSO	Name supplier	Responsibilities supplier	Contact details supplier	Actual supply prices <sup>3</sup>	Actual network tariffs <sup>3</sup>	Prices technical services	Duration supply contract	Conditions: renewal, termination supply contract
AT				X		X	X	X			
CY											
CZ	X		X	X		X	X	X			
DK	X			X							
EE				X		X	X	X			
FI	X		X	X		X	X		X		
FR			X	X		X	X				
DE	X			X		X	X				
EL											
HU	X		X	X		X	X	X			
IC											
IE	X	X	X	X		X	X	X			
IT		X	X	X		X	X				
LV											
LT	X		X	X		X	X	X			
LU				X		X		X			
NO											
PL				X		X	X	X			
PT				X		X	X	X			
RO	X		X	X		X	X	X			
SK	X		X	X		X	X	X			
SI				X		X	X	X			
ES	X	X	X	X	X	X	X	X	X	X	
SE	X		X	X		X	X	X			
NL	X			X		X				X	
UK	X	X	X	X		X					
FL				X		X	X	X		X	X
WA				X		X	X	X		X	X

**Table 5: Mandatory Information on Gas Bills**

<sup>5</sup> When speaking of “actual supply prices” or “actual network tariffs” the questionnaires asked if they have to be provided for consumption in each period including information on the exact time span for which a price or tariff was applicable.

## 5.5 Changes of general terms and conditions of suppliers

Annex A (b) states that customers have to be given adequate notice of any intention to modify contractual conditions and have to be informed about their right of withdrawal when the notice is given. Therefore, a question regarding obligations to inform customers individually about changes in the general terms and conditions of the supplier was included in the questionnaire. Answers were separated between obligations that apply to markets with and without regulated pricing regimes.

*Question 7: Is there an obligation to inform customers individually about changes in the general terms and conditions of the supplier? for the liberalised market /if applicable: for customers with regulated prices*

In **electricity**, 25 countries provided a response for markets without price regulation; thereof 22 countries have obligations to inform customers individually. No such obligation exists in Iceland, Cyprus and Norway. 12 of the 14 countries with regulated end-user prices have obliged suppliers to inform customers individually about changes in general terms and conditions. There is no such obligation in Estonia and Cyprus.

The results for **gas** show all but one country (20 out of 21) have imposed this obligation in markets without price regulation. Latvia has no such obligation and the Slovak Republic, Greece and Estonia did not respond to this question.

Continuing with gas in the markets under regulated price regimes, 11 out of 14 countries have imposed an obligation for suppliers to inform customers individually about changes in general terms and conditions. However there is no such obligation in Estonia, Latvia and Hungary.

It is also important to know whether customers have the option to withdraw from a contract if there is a change in the general terms and conditions as it is also stated in Annex A (b). Answers to this question were again separated between markets with and without end-user price regulation.

*Question 8: Is there a possibility for customers to withdraw from the contract if there was a change in the general terms and conditions? for the liberalised market /if applicable: for customers with regulated prices*

In **electricity**, all countries responded. In the countries answering for markets without end-user price regulation, all customers have the right to withdraw from their contract in case of changes in general terms and conditions. Customers in all countries with regulated prices, except Romania, have this option. Hungary did not respond to the question in regard to regulated price markets.

When taking into account the former question it can be seen that in Cyprus', Iceland's and Norway's electricity market without end-user price regulation there is no obligation to inform customers individually about changes in general terms and conditions of the supplier. However there is an option for these customers to withdraw from the contract if there was a change in the general terms and conditions.

For **gas**, customers the situation is very similar. Customers in all countries with liberalised gas markets have this option, excluding the liberalised market segment in Latvia, as well as customers in all countries with markets under price regulation regimes.

It seems important to note that there is no case in which there are different situations for customers within one country, regardless of whether they are paying regulated or competitive prices, regarding the obligation to inform customers in case of a change of general terms and conditions of suppliers. The level of customer protection in this point is equal for both regimes.

The picture for customers is quite positive in relation to the requirements to use individually addressed communication channels to information on changes in general terms and conditions of suppliers. In almost all responding countries, customers do receive individually addressed information which is essential to decide whether the changes are acceptable or whether the customer should choose another supplier.

Annex A (b) also requires that customers should have the right to withdraw from a contract when conditions change. The results of the questionnaires clearly show that almost all European customers are entitled to do so. The level of customer protection in this area is very high.

## 5.6 Price changes

Customers have to be enabled to make an informed choice. One prerequisite is to know the relevant price they must pay for products or services and any changes to this price to be able to react to such changes. Information is therefore a key element for active customers.

Annex A (b) includes a requirement to inform customers about “any increase in charges” and that “service providers shall notify their subscribers directly”. It was previously stated that it is not clearly defined which entities are the relevant “service providers”: suppliers and / or DSOs – although it is obviously more important for the suppliers to notify customers since customers cannot switch DSOs, as they are monopoly service providers. Therefore, in the questionnaire Member States were asked whether both suppliers and DSOs have the obligation to inform customers and if so, how.

### 5.6.1 Information on price changes

*Question 14: Is there any kind of requirement for suppliers to inform customers about price changes? (excluding variable-price contracts that follow spot prices and index adjustments) – on the liberalised market and if applicable: for customers with regulated prices*

In **electricity**, nearly all countries responding replied that there is some kind of requirement for suppliers to inform customers about price changes, excluding of course variable price contracts that follow spot prices and index adjustments.

22 out of 23 countries replying in respect of markets without price regulation have such a requirement. Iceland is the only country responding without such provision. Of the 15 countries replying in respect of markets with regulated prices, all but one (Spain) have this obligation. Wallonia did not respond to the question.

In **gas**, nearly all countries replying have a requirement to inform customers about a price change: 20 of 21 countries (exception: Latvia) replying for the markets without price regulation have this obligation, whereas all 14 countries replying for markets with regulated prices have this obligation.

### 5.6.2 Information in advance

*Question 15: If a supplier changes its prices, are customers informed about this change in advance? (excluding variable-price contracts that follow spot prices and index adjustments) – on the liberalised market and, if applicable, for customers with regulated prices*

If a supplier changes its price, customers must be informed of this change in advance in 21 out of 24 countries replying for **electricity** markets without price regulation. (This question does not include variable price contracts that follow spot prices and index adjustments.) The 3 countries that do not impose such an obligation are Cyprus, Iceland and the UK.

The situation is similar for customers with regulated prices: in 4 countries out of 14 replying (Cyprus, Italy, Poland and Spain) it is not required that they are informed about price changes in advance. (In Italy this is due to the fact that the regulated price is only changed through an index adjustment.)

In the UK, customers do not have to be informed about price changes in advance, but they have to be informed about increases in prices or any other changes which may disadvantage the customer within 65 working days of the effective date of the change. If the customer notifies the supplier within 10 working days of receiving the notification that he wishes to end the contract, the supplier must not impose or enforce the price increase or variation.

In **gas**, Latvia, Luxembourg, Romania, Slovenia and the UK (see above) have not imposed an obligation on suppliers to inform customers in advance of price changes on markets without regulated prices. In all other 16 replying countries suppliers are obliged to notify customers of these changes in advance.

For markets with regulated end-user prices there is no such obligation in Greece, Hungary, Italy, Poland and Romania. (Again, in Italy the regulated price is variable and dependent from index adjustments.) The 9 remaining countries responding have imposed an obligation on suppliers to inform gas customers under regulated prices in advance about price changes.

### 5.6.3 Right to withdraw

Many customers have the right to withdraw from their supply contracts without charges if there is a change in prices as it is foreseen in Annex A (b).

*Question 16: Is there a possibility for customers to withdraw from the contract without charges if there is a change in prices? (excluding variable-price contracts that follow spot prices and index adjustments) on the liberalised market and if applicable: for customers with regulated prices*

In **electricity** the response was positive from 20 out of 23 countries in markets without regulated prices. There is no such option in Cyprus, the Czech Republic and Slovenia. Sweden did not respond to this question. In 11 out of 14 markets under regulated prices, customers had the option to withdraw from contracts without charge due to a change in price. It is not possible in Cyprus, Greece and Romania.

Concerning **gas**, there are only two markets where it is not possible for customers supplied under commercial prices to withdraw from the contract without charges in the case of a price change, the Czech Republic and Latvia. All other countries that replied for the liberalised market (18) guarantee this option. 14 countries replied in response to gas customers supplied under regulated prices and of these, all 14 have this option. Sweden did not answer this question.

The following tables give an overview of the last three questions relating to the rights of customers to be informed about price changes, to receive this information in advance and to be granted the option to withdraw from their contract in the case of price changes. Countries shaded in blue and in yellow respectively represent countries with markets under regulated prices for electricity and gas.

	Information: price changes		Information in advance		Possibility to withdraw	
	No price reg.	Price reg.	No price reg.	Price reg.	No price reg.	Price reg.
AT	X		X		X	
CY	X	X				
CZ	X		X			
DK	X	X	X	X	X	X
EE		X		X		X
FI	X		X		X	
FR	X	X	X	X	X	X
DE	X		X		X	
EL		X		X		
HU	X		X		X	
IC					X	
IE	X	X	X	X	X	X
IT	X	X	X	X	X	X
LV	X	X	X	X	X	X
LT	X	X	X	X	X	X
LU	X		X		X	
NO	X		X		X	
PL	X	X	X		X	X
PT	X	X	X	X	X	X
RO	X	X		X		
SK		X		X		X
SI	X		X			
ES	X		X		X	X
SE	X		X			
NL	X		X		X	
UK	X				X	
FL	X		X		X	
WA			X		X	

	Information: price changes		Information in advance		Possibility to withdraw	
	No price reg.	Price reg.	No price reg.	Price reg.	No price reg.	Price reg.
AT	X		X		X	
CY						
CZ	X		X			
DK	X	X	X	X	X	X
EE		X		X		X
FI	X		X		X	
FR	X	X	X	X	X	X
DE	X		X		X	
EL		X		X		X
HU		X		X		X
IC						
IE	X	X	X	X	X	X
IT	X	X	X	X	X	X
LV		X		X		X
LT	X	X	X	X	X	X
LU	X				X	
NO						
PL	X	X	X		X	X
PT	X	X	X	X	X	X
RO	X	X			X	X
SK		X		X		X
SI	X				X	
ES	X	X	X	X	X	X
SE	X		X			
NL	X		X		X	
UK	X				X	
FL	X		X		X	
WA	X		X		X	

**Table 6 & 6a: Customer Rights relating to price changes**

To summarise, nearly all customers have the right to be informed about price changes. In most cases, this information is provided to electricity and gas customers in advance of the effective date of the new prices.

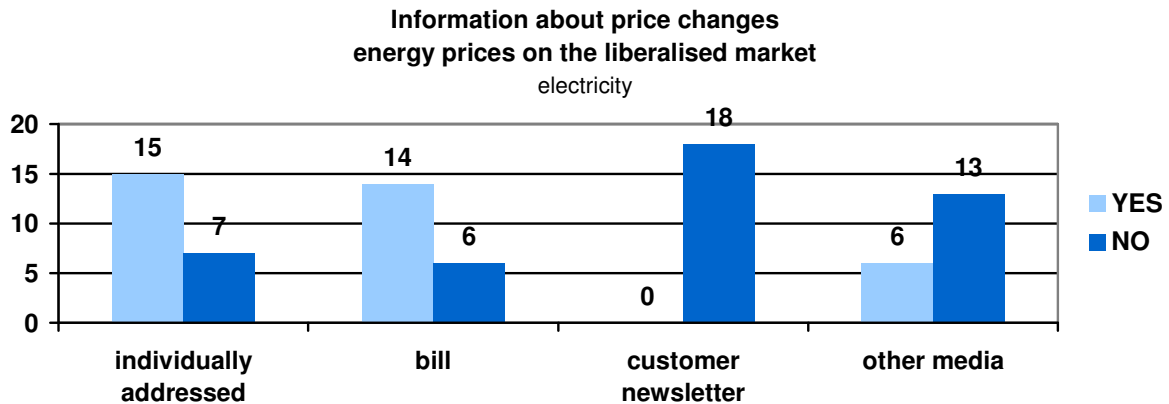
The option to withdraw from a contract in case of price changes is very common for customers without regulated end-user prices. This is also possible for customers with regulated electricity prices in 11 out of 15 countries and for gas in 14 countries.

#### 5.6.4 Means of information

The following three questions were designed to obtain more detailed information on the notifications customers get in the event of price changes and the medium through which customers are informed.

*Question 17.1: Is there an obligation to inform customers about changes in energy prices on the liberalised market (excluding variable-price contracts that follow spot prices and index adjustments)?*





**Chart 20: Information about price changes (electricity) – energy prices on the liberalised market**

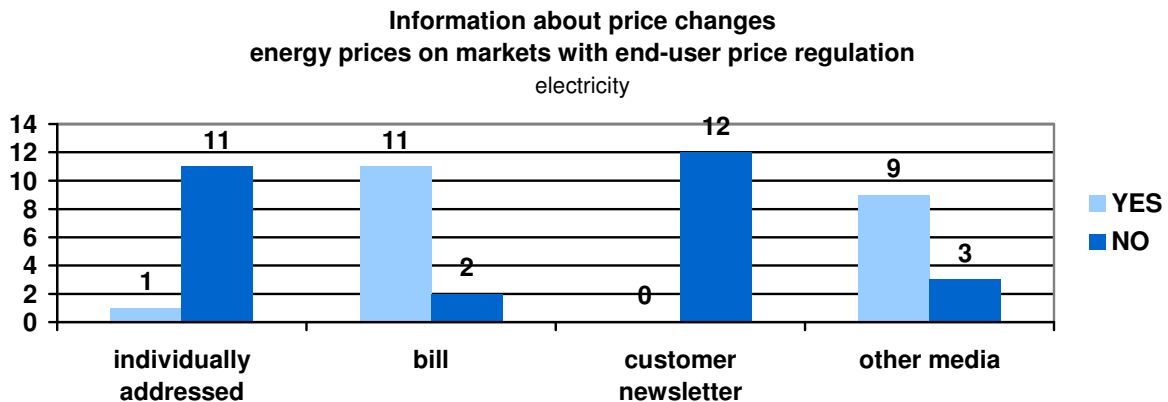
Individually addressed letters or emails and bills are the most common means by which suppliers are obliged to inform **electricity** customers about price changes. Individually addressed information is used in 15 countries out of 22 replying, whereas 14 out of 20 countries replying for the liberalised market are required to inform customers about price changes via the bill. In the Czech Republic and Luxembourg there is no obligation about any of the four means of information. The Slovak Republic did not respond to this question, explaining that this was due to the application of regulated prices for both gas and electricity for household customers.

In **gas**, the situation is as follows: in 15 out of 21 answering countries individually addressed letters or emails are mandatory. In 14 out of 20 countries, price changes must be included in the bill. In 6 of 18 responding countries, other media are used to inform customers on the gas markets. In Sweden, for example, this is daily press and newspapers.

Estonia, Greece, Hungary and the Slovak Republic did not respond to this question in respect of the liberalised gas markets.

*Question 17.1.1: Is there an obligation to inform customers about changes in energy prices for customers with regulated prices (excluding variable-price contracts that follow spot prices and index adjustments)?*

When looking at the situation on markets with regulated prices we see the following:



**Chart 21: Information about price changes (electricity) – energy prices with end-user price regulation**

A very common source of information for **electricity** customers with regulated prices is “other media” - a category about which there is no detailed information available.

Portugal is the only country that responded that customers must be informed via individually addressed communications, such as letters or emails. In 11 out of 13 countries, customers must be informed in the bill about changes to their regulated prices.

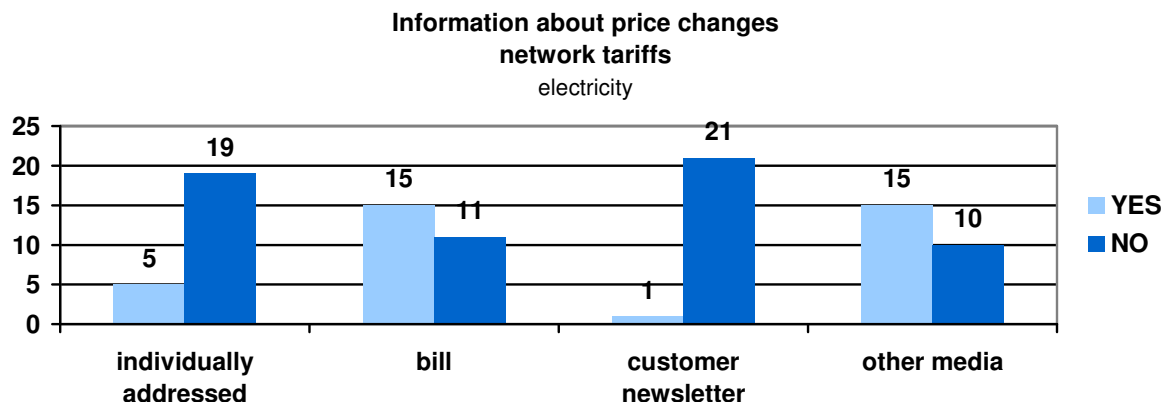
In **gas**, the situation is similar. In 4 out of 12 countries responding, there must be individually addressed information. Most countries have an obligation to inform customers in the bill (11 out of 13 countries replying). 11 out of 13 countries use other media to inform their customers with regulated gas prices. For example, in Poland this means that tariffs approved by the Polish Regulatory Authority must be published in the NRA’s president’s official bulletin.

When looking at the situation for electricity customers there are significant differences in the obligations imposed on suppliers for informing customers under regulated prices and customers without regulated prices. Whereas customers supplied under regulated prices gain their information about price changes mostly from the bill (supposedly ex-post) and from “other media”, customers supplied on the liberalised markets obtain this information mainly from individually addressed letters and bills.

A very typical example is the situation in France: France has an obligation to inform customers without regulated prices about price changes through individually addressed e-mails or letters, but has no such obligation for customers with regulated prices. Both groups in France are informed through bills as well.

*Question 17.2: Is there an obligation to inform customers about changes in network tariffs?*

When we look at the same situation for network tariffs we can only see slight differences.



**Chart 22: Information about price changes (electricity) – network tariffs**

Customers are commonly informed through bills or other media. Only 5 out of 24 countries use individually addressed information. Ireland is the only country responding that uses customer newsletters as one of the sources for communicating these changes.

The following countries have no obligation to utilise any of these communication channels to provide **electricity** customers with information on network tariff price changes: France, Greece, Iceland, Spain, the United Kingdom and Flanders.

Here again it is worth mentioning that there are countries where there are no direct contracts between customers and DSOs.

Luxembourg only provided an answer for the category “other media”, where it has an obligation to include information about price changes in network tariffs.

In gas, the situation is the following:

5 out of 23 countries replying use individually addressed information. These are Austria, Finland, Romania, Slovenia and Sweden.

In 14 out of 24 countries, bills are a means of communicating information and only 2 countries out of 20 (Ireland and Romania) use customer newsletters. 14 out of 21 countries choose “other media”.

In nearly all countries, there is a requirement for suppliers to inform customers about price changes, excluding of course variable price contracts that follow spot prices and index adjustments. In many Member States there is also an obligation to inform customers in advance, with customers being given the right to withdraw from the supply contract in case of a price increase.

Whereas customers supplied under regulated prices gain their information about price changes mostly from the bill (supposedly ex-post) and from “other media”, customers supplied on the liberalised markets obtain this information mainly from individually addressed letters and bills.

## 5.7 Price comparators

	Existence of tariff calculator	Who runs tariff calculator			Obligation for suppliers to provide prices
		Regulator	Other public authority	Privately owned	
AT	X	X			X
CY					
CZ	X	X		X	
DK	X			X	X
EE					
FI	X	X		X	X
FR					
DE	X		X	X	
EL					
HU					
IC	X	X	X	X	
IE					
IT	*6				
LV					
LT					
LU	X			X	
NO	X		X	X	X
PL					
PT	X	X		X	X
RO					
SK	X			X	
SI	X	X			
ES					
SE	X	X		X	X
NL	X			X	
UK	X			X	
FL	X	X		X	X
WA	X	X			X

The Electricity and Gas Directives state in Article 3 that Member States shall ensure that prices are easily and clearly comparable and transparent (part of the universal service obligation). To enable easy price comparison some Member States implemented internet based price comparators.

*Question 18: Is there at least one “price calculator” (or “price comparator”) for household customers to make an individual and easy comparison between offers available on the market?*

For **electricity** there is at least one price calculator in Austria, the Czech Republic, Denmark, Finland, Germany, Iceland, Luxembourg, Norway, Portugal, the Slovak Republic, Slovenia, Sweden, the Netherlands, the UK, Flanders and Wallonia. In Poland some private companies have their own calculators but they are not accessible by all interested parties and there is no obligation for suppliers to provide listings of their prices.

**Table 7: Price comparators (Electricity)**

In **gas** there is at least one price comparator in Austria, Denmark, Germany, Slovenia, the Netherlands, the UK, Flanders and Wallonia.

<sup>6</sup> \* In Italy, the regulatory authority is in the process of implementing a tariff calculator for both, electricity and gas.

There is a correlation between the absence of price regulation and the implementation of a price calculator in almost all countries.

	Existence of tariff calculator	Who runs tariff calculator			Obligation for suppliers to provide prices
		Regulator	Other public authority	Privately owned	
AT	X	X			X
CY					
CZ					
DK	X		X		X
EE					
FI					
FR					
DE	X			X	
EL					
HU					
IC					
IE					
IT	*				
LV					
LT					
LU					
NO					
PL					
PT					
RO					
SK					
SI	X	X			
ES					
SE					
NL	X			X	
UK	X			X	
FL	X	X		X	X
WA	X	X			X

Gas:

Additionally, gas calculators exist in countries that have an electricity price calculator.

*Question 19: If yes, who runs it/them?*

It is interesting to see who provides the price calculators in each country that has one.

In 9 out of 16 countries that responded that they have at least one price calculator for **electricity**, the regulator publishes one. In 3 countries there is a price calculator provided by another public entity. Price calculators provided by privately owned companies are quite common, they exist in 12 countries.

In **gas** there are currently 8 countries with price calculators, of which 4 are provided by the regulator and 4 have private owners (Flanders answered for both categories). Only one gas price calculator is owned by another public authority.

**Table 8: Price comparators (Gas)**

An important factor when assessing the reliability and quality of the data used by price calculators is whether or not it is mandatory for suppliers to provide listings of their prices.

*Question 20: If you have a price calculator run by the regulator or by another public entity, is it mandatory for suppliers to provide the listing of their prices to the entity in charge of the price calculator?*

As far as **electricity** is concerned, it is mandatory in Austria, Denmark, Finland, Norway, Portugal, Sweden, Flanders and Wallonia. In Cyprus, the Czech Republic, Germany, Iceland, Slovenia and Spain it is not mandatory for suppliers to provide detailed and up to date listings of their prices.

In Austria, Denmark, Flanders and Wallonia it is mandatory for **gas** suppliers to provide listings, whereas in Slovenia and Spain it is not.

It seems relevant to mention that the situations in Member States differ. There are countries where only a private company runs a calculator but there is still the obligation for suppliers to provide their data (Denmark) to countries where regulators or another public entity provides such a tool without an obligation for suppliers to provide data (Spain, Slovenia).

<sup>7</sup> \* In Italy, the regulatory authority is in the process of implementing a tariff calculator for both, electricity and gas.

There is a correlation between the absence of price regulation and the implementation of a price calculator in almost all countries. Regarding the existence of a price comparator, responsibility and the obligation for suppliers to provide the listings of their prices vary among Member States.

### 5.8 Consumption and Costs

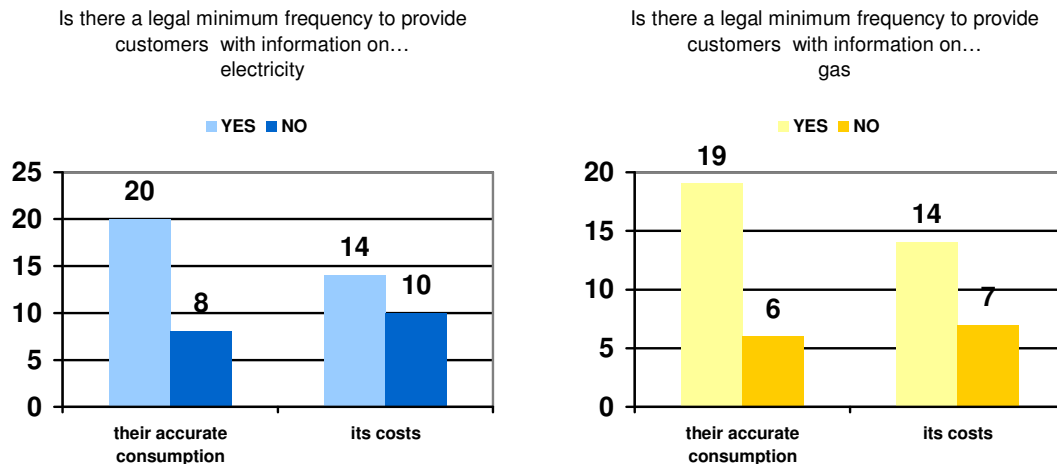
Quite often in this report there are strong interdependences between single chapters. Again, this is the case here. It is only if customers know their exact consumption during a certain period and the costs related to this amount of energy that they are able to compare prices. It is not only for the purpose of comparability that it is important for customers to know their level of consumption but also in the light of possible energy efficiency measures that may be imposed or customers' ability to reduce energy usage in their daily life. In the Third Package amendments of Annex A (i)<sup>8</sup> a related proposal on information on actual consumption and costs is proposed

As stated above, it is of interest to determine whether there is a legal minimum frequency to provide customers with information on their actual consumption (as opposed to an estimated consumption) and the actual cost of this consumption.

*Question 21: Is there a legal minimum frequency to provide customers with information on...*

- a. *their accurate consumption (not estimated)*
- b. *its costs*

Please note: the questionnaire only asked for legal minimum frequencies. The actual situation for customer may be different.



**Chart 23 & 23a: Minimum required frequency for provision on customers' actual consumption and cost**

<sup>8</sup> Proposal from the Commission for a Directive of the European Parliament and of the Council amending Directive 2003/54/EC and Directive 2003/55/EC concerning common rules for the internal market in electricity and natural gas (25 September 2007)

All countries responded to the question about the legal minimum frequency to provide customers with information on their accurate consumption both in electricity and gas.

In **electricity** 20 countries have a legal minimum frequency, 8 countries do not. These are Denmark, Estonia, Greece, Iceland, Ireland, Latvia, Luxembourg and Norway.

4 countries provided responses on the obligations to provide information to customers relating to actual consumption data, but did not provide responses in relation to requirements for providing customers with information on the cost aspect of the question: Norway, Sweden, Flanders and Wallonia.

In **gas**, 19 countries have provisions about legal minimum frequencies to provide customers with information about their accurate consumption. The 6 countries that do not have such provisions are: Denmark, Estonia, Ireland, Latvia, Luxembourg and Romania.

Additionally in gas, 14 countries have a legal minimum frequency to provide customers with information on the costs of their accurate consumption while 7 countries do not: Denmark, Estonia, France, Ireland, Latvia, Luxembourg and Romania. 4 countries did not answer the question of the minimum frequency for providing information on actual costs: Slovenia, Sweden, Flanders and Wallonia.

If there is a legal minimum frequency to inform customers about their accurate consumption, it is interesting to see how often this information is given to the customer. In addition, we note that in some countries, whilst there is no legal obligation, in practice there is a minimum frequency to inform customers.

*Question 22: If yes, how often?*

In **electricity**, the following results were obtained:

Every three years	Every two years	Annually	Every six months	Quarterly	Every other month
Austria	United Kingdom	Czech Republic, Finland, France, Germany, Hungary, Italy, Lithuania, Romania, the Slovak Republic, Slovenia, Sweden, the Netherlands, Flanders and Wallonia	Poland	Ireland, Spain, Portugal Italy for customers with electronic meter	Cyprus

**Table 9: Required Provision of Actual Consumption Data (Electricity)**

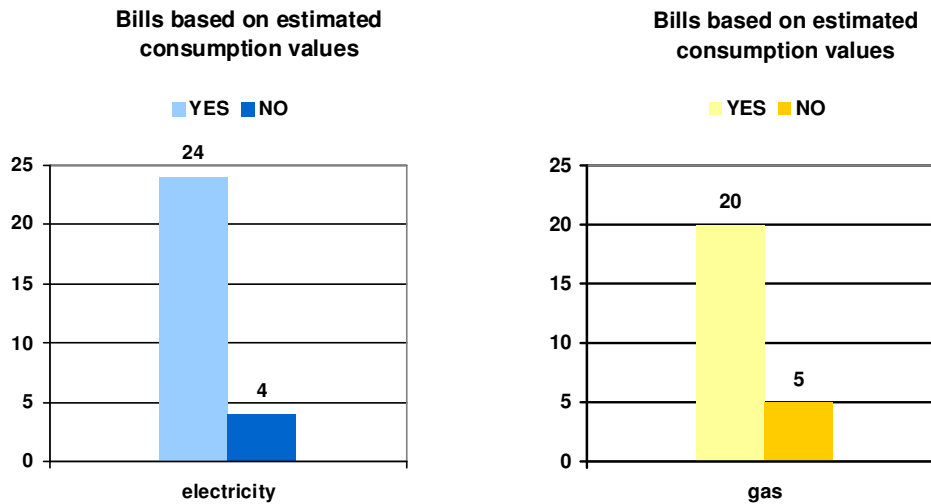
In **gas**, countries reported the following legal minimum frequency:

Every three years	Every two years	Annually	Every six months	Quarterly	Every other month
Austria	United Kingdom	Czech Republic, Finland, France, Germany, Hungary, Italy, Lithuania, Poland, the Slovak Republic, Slovenia, Spain, Sweden, the Netherlands, Flanders and Wallonia	Italy for customers with more than 500m <sup>3</sup> annual consumption	Ireland	Portugal

**Table 10: Required Provision of Actual Consumption Data (Gas)**

Since not all countries have legal minimum frequencies to inform customers about their accurate consumption or those intervals are quite long, there may still be bills based on estimated consumption values.

*Question 23: Are there still bills based on estimated consumption values?*



**Chart 24 & 24a: Number of countries where bills based on estimated consumption values still exist**

In **electricity**, Cyprus, Germany, Latvia and the Slovak Republic do not have bills based on estimated consumption values.

In **gas**, such bills are no longer issued in Germany, Latvia, Lithuania, Luxembourg and Romania.

All other countries still have bills based on estimated values for customers' consumption. In many Member States, numbers regarding estimated bills are not available.

Some examples: In Austria, especially in some rural areas, it is quite common for customers to providing their own meter readings, in many other areas, meters are read annually by the DSO even if they are only obliged to read the meters every three years. Numbers are not available.

In Spain, estimated bills or self meter readings are common in gas if reading is not possible (no access for readers to meter).

Knowledge about the actual consumption and cost of energy is not only relevant in the sense of customer protection and customer empowerment in a competitive electricity and gas market but is necessary to be able to take appropriate energy efficiency measures.

To summarise, legal provisions regarding information on actual consumption are in place in many Member States, but not all. In the majority of Member States, the obligation requires this information to be supplied to customers once a year. Bills based on estimated consumption still seem to be common in many Member States.



## 5.9 Switching

One of the main outcomes of liberalisation is the customers' ability to choose among suppliers. This is not a report about switching, however, having in mind the related Third Package proposals (see proposed Annex A (h)) which also should be covered in our report, the questionnaire sought information on aspects of switching that were relevant from the customers' perspective.

### 5.9.1 Access to consumption data

As stated previously, a first step towards switching suppliers is knowledge of one's consumption, as this is necessary to compare prices and offers. (The proposals for the Third Package also include a new section regarding access to consumption data.) Related to this, the actual provision of consumption data in Member States was taken under review.

Countries were asked whether they have a standard procedure for customers to access their current consumption data – not in the sense of billing but in the sense of a standard procedure to access the actual consumption data for customers to facilitate comparison of offers when they are considering switching.

Question 25: Is there a standard procedure for customers to access their current consumption data?

In **electricity**, 15 out of 27 replying countries have such a procedure namely Cyprus, the Czech Republic, Denmark, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Portugal, the Slovak Republic, Slovenia, Spain, Sweden and the United Kingdom. Estonia did not respond to this question.

*Example: Italy comments that customers can access their actual consumption through the bill – a situation we want to explain in details. In Italy the situation for customers to obtain their current consumption data is the following:*

*Household customers with an electronic meter (the great majority in Italy) can have a meter reading every two months; the other household customers have a meter reading once a year. Customers supplied under regulated conditions receive a bill every two months; the other customers may have a different billing period under specific free market contract conditions.*

*All suppliers (regulated and free market) must report in their bills the meter reading (or self-reading) dates and values, and the resulting actual consumption for the period, except when a meter reading is not available: in this case, the estimated consumption must be reported.*

*In addition to this, all bills must report the customers' annual consumption based on actual readings or self-readings, or based on the best possible estimation if actual readings are not available. If the customer has a time-band price, peak and off-peak consumption data must be itemised between peaks.*

*Customers are provided with their actual consumption data for both the single billing period and one-year period (excepted, of course, when no readings or self-readings are available).*

*For further information, the bill must indicate the variation of the daily average consumption in subsequent comparable time periods at least once a year and if relevant data are available, - this is additional information aimed at promoting the efficient use of energy.*

For **gas**, the situation is very similar, 12 out of 25 countries took measures to enable these procedures, namely all of the above mentioned except Cyprus (no gas) and Slovenia which does not have this standard procedure in gas.

Not having a standard procedure for access to consumption data might be an obstacle for customers who want to compare offers. Because of this, about 50% of European electricity and gas customers might have difficulties with price comparisons. Furthermore, customers could be restricted in their ability to take appropriate energy efficiency measures if they face difficulties in obtaining regular and frequent information on their consumption.

For the competition aspect, it may be sufficient if the (potential) new supplier receives the relevant consumption data.

*Question 26: Can suppliers access consumption data on the behalf of their customers?*

In **electricity**, suppliers can access consumption data on behalf of their customers in every country but in the Czech Republic.

In **gas**, this is possible in all countries except the Czech Republic, Poland and Romania.

*Question 27: If yes, is there an obligation to apply that procedure?*

There is an obligation to apply that procedure in 15 out of 24 countries replying for electricity and 12 out of 22 countries replying for gas.

There is no such obligation concerning **electricity** in Finland, Germany, Hungary, Iceland, Ireland, Lithuania, Luxembourg, Poland and Slovenia.

The Czech Republic, Finland, Germany, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Slovenia and the Netherlands do not have such an obligation in **gas**.

*Question 28: Is there an obligation for another supplier than the own to ask permission to get the consumption data of customers?*

15 countries out of 28 replying for **electricity** have an obligation for a supplier other than the customer's supplier to obtain permission to get customer consumption. This is the case in Austria, Denmark, Finland, France, Germany, Hungary, Norway, Poland, Portugal, the Slovak Republic, Spain, Sweden, the Netherlands, the United Kingdom and Wallonia.

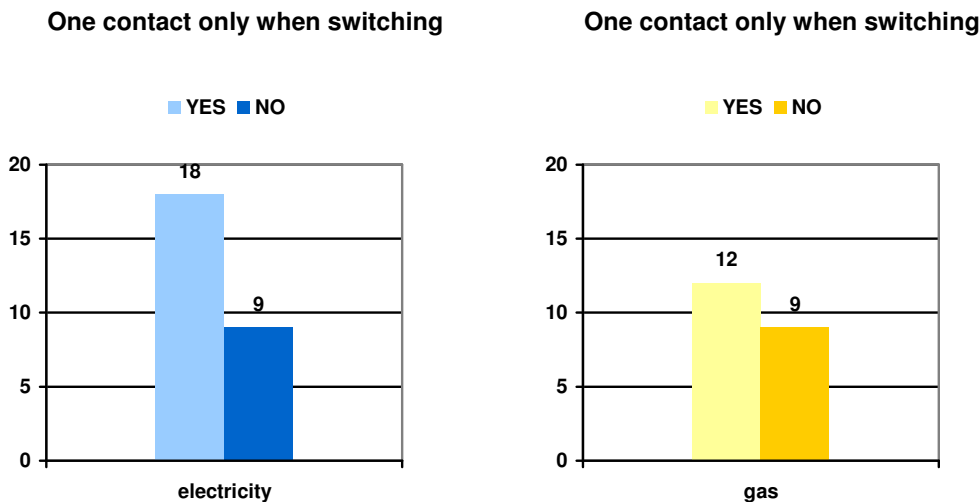
In Italy, there is an opt-out model for these permissions. Customers can object to this permission for all or specific suppliers. If no objection is made, suppliers may access consumption data and use it for 6 months.

In **gas**, 12 countries out of 24 that provided an answer have this obligation. Those are nearly the same as in electricity, with the addition of Romania, but without the Slovak Republic. Finland did not answer this question in relation to gas.

## 5.9.2 Point of contact

When looking to see whether it is mandatory that the customers can be in contact with only one party (either the former supplier or the current one) when switching supplier, the following information was provided:

*Question 31: Is it mandatory that the customers can be in contact with only ONE party (EITHER the former supplier OR the current one) when changing supplier?*



**Chart 25 & 25a: Countries mandating that customers have a single contact point when switching**

In **electricity**, it is mandatory that customers are only required to be in contact with one party when switching in 18 Member States. In Greece, the DSO Code allows contact with one party to switch supplier.

This is not the case in: Cyprus, the Czech Republic, Estonia, Finland, Iceland, Norway, Poland, Romania and the United Kingdom. Germany did not respond to this question.

In **gas**, there is a mandatory “one contact only when switching”-policy in 12 countries out of 21. There is no such obligation in the Czech Republic, Estonia, Latvia, Lithuania, Poland, Romania, the Slovak Republic, Slovenia and the United Kingdom. There were no responses on the situation in gas from Finland, Germany, Greece and Ireland.

Again we only asked for legal obligations, in practice it may be possible that consumer only need to contact one party even if there is no legal requirement for it.

### 5.9.3 Account settlement

*Question 32: Is it compulsory for the former supplier to settle the customer account (last bill) within a certain period?*

*Question 33: If yes, what period is that?*

In 10 countries, it is compulsory for former **electricity** suppliers to settle the customer account within a certain period of time: In Estonia, Lithuania, Romania, Spain and the Slovak Republic this may take 1 month, in Hungary and Norway there is an obligation, but no comment on how long this may take. In Latvia and the Netherlands, the maximum period to settle a customer account is 3 months and in Slovenia this may take 6 months. In Hungary, the settlement of an account is to be done on a fixed day, not within a certain period namely on the day of the termination of the contract.

In **gas**, 7 countries have this obligation: It may take 1 month in Estonia, Lithuania, Spain and the Slovak Republic. In the Netherlands, a gas customer's account has to be settled within 3 months. There are however no indications on the maximum duration of this for Ireland. In Hungary, gas customers' accounts have to be settled the day of the termination of the contract.

In Portugal, there is no fixed limit for former suppliers to present the last invoice to customers who have switched to another supplier. However, if the former supplier does not send an invoice within a six month period, the customer may refuse payment of this amount using a legal provision established under the Consumer Protection Law.

There is a similar situation in the Netherlands, where companies in any business must bill customers within a two year period. If a bill has not been sent to the customer within two years, the customer no longer has a duty to pay the bill, (Comparable statutes of limitation may exist in all Member States due to civil law.)

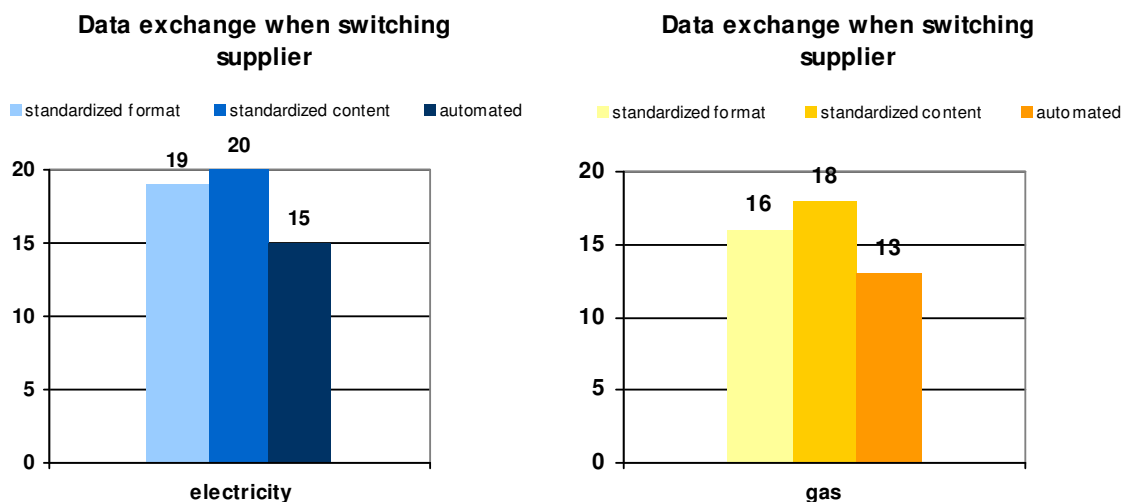
#### 5.9.4 Switching process

Implementing a standardised procedure for all participants, the DSO, the old and new supplier is one of the most important preconditions for an easy, speedy and uninterrupted switching process. Problems with supplier switching from a customer's perspective may hinder competition and are an important factor when it comes to customer protection.

*Question 34: Is data exchange between suppliers and DSOs on the supplier switching process...*

- standardised as far as a unique data format for all market participants, including incumbents, is concerned*
- standardised as far as its content is concerned*
- automated?*

The following charts sum up the answers given.



**Chart 26 & 26a: Data exchange between suppliers and DSOs for customer switching**

In **electricity**, most countries have defined a standard format for data exchange between market participants. This is not applicable to Finland, Greece, Latvia, Luxembourg, Poland, Romania and the Slovak Republic.

There is a standardised content that is required in all countries except Finland, Lithuania, Luxembourg and Slovenia.

In Finland, regulatory changes will take place in the end of 2008 after which a standard format and a standardised content of data exchange are in use.

15 countries have also automated the data exchange process. Countries that do not have an automated data exchange are Austria, Greece, Italy, Latvia, Lithuania, Luxembourg, Poland, Romania, the Slovak Republic and Slovenia. Cyprus and Estonia did not respond to this question.

The situation for **gas** seems to be similar; 16 countries have a standardised format to use in the switching process. This does not apply to Greece, Poland, Romania, the Slovak Republic and Slovenia.

18 countries also have a standardised content, 3 countries do not define content, namely Lithuania, Poland and Romania.

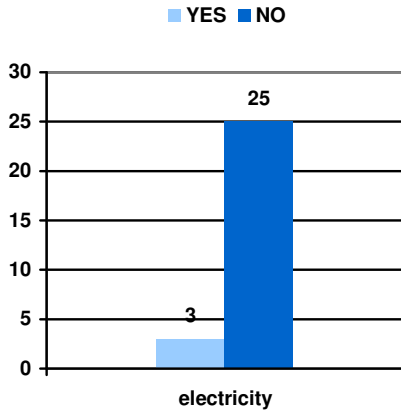
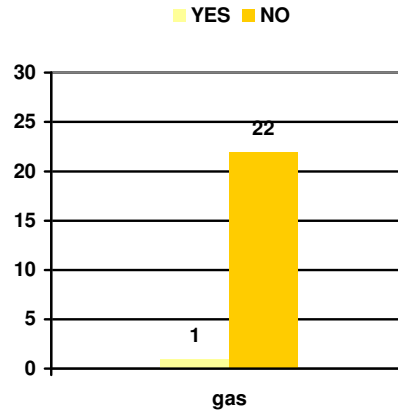
In 13 countries, the data exchange is automated, in 7 countries it is not: Austria, Lithuania, Luxembourg, Poland, Romania, the Slovak Republic and Slovenia.

There are a few countries that did not reply to any aspect of this question for gas, namely Estonia, Finland, Hungary and Latvia.

#### 5.9.5 Charges for switching

One of the most important drivers for a functioning energy market and a highly important factor of customer protection is that switching is free of charge for customers (Annex A (e)). If customers can be explicitly charged for the switching process it could have a huge influence on customers' propensity to switch. This does not refer to charges which have to be paid because of contractual arrangements such as fixed-term contract cancellation fees.

*Question 24: Is there any possibility that customers can be charged for the actual switching process? (not including contractual arrangements such as fixed-term contract cancellation fees)*

**Possibility of charge for switching**

**Possibility of charge for switching**

**Chart 27 & 27a: Countries where a charge for switching is possible**

For electricity, it is possible that customers in France, Finland and Italy may be charged for switching suppliers. In gas, customers could be charged for switching in France only. Finland and Greece did not comment on their situation in gas.

In France, customers are not charged when switching suppliers for the first time. When the customer has left his incumbent supplier, there could be a charge for further switches. However, there have been no charges imposed for customer switching to date.

In Italy, suppliers can be charged for the cost of switching by the DSO for the second switch by the customer in the same year. Customers are not directly charged for switching, it is up to the supplier to either absorb the charge or pass the cost on to the customer.

In Finland, DSOs may charge customers for the meter reading related to supplier switching if less than one year has elapsed from the customer's previous supplier switch. A fee cannot thus be charged for the switching process itself but for the reading of a meter by the DSO, if that is needed.

#### 5.9.6 Smart meters

Referring to proposals in the Third Package which may imply a smart meter rollout we added questions on this issue.

*Question 29: Is there an obligation on the time by which smart metering must be implemented?*

*Question 30: If yes, what time is that?*

Only 4 countries have an obligation on the time by which smart metering must be implemented in electricity. Italy plans on implementing it by 2012 and Sweden<sup>9</sup> by 1<sup>st</sup> July 2009. In Spain, there is the obligation that all new meters from July 2007 on must be smart meters. In the Netherlands, - according to recently adopted legislation, all small users must have a smart meter by 1<sup>st</sup> January 2017.

In gas, there is no obligation in any country to implement smart metering.

<sup>9</sup> In Sweden there is an obligation for monthly meter reading, which in practice means smart meters.

In about the half of the Member States there is no standard procedure regarding access to actual consumption data for customers.

The results indicate that suppliers can access the actual consumption data on behalf of their customers. In about half of the Member States, suppliers other than the customer's supplier must ask permission to get the consumption data of customers.

It is of the utmost importance that the switching procedure is easy from a customers' point of view. In about  $\frac{2}{3}$  of the Member States, customers are only required to be in contact with one party. Requirements regarding account settlement are however less common.

For customers' confidence with supplier switching, it is an important precondition that the switching process itself is easy, quick and uninterrupted. Standardised data formats and contents as well as automated procedures are therefore key issues. The results of the survey show that standardisation is common in  $\frac{2}{3}$  of the Member States while automation is used only in about half of the Member States.

Finally, supplier switching is free of charge in almost all countries.

### 5.10 Alternative Dispute Settlement

This section refers to Annex A (f) of the Directives where it is stated that customers must benefit from transparent, simple and inexpensive procedures for dealing with their complaints while these procedures shall enable disputes to be settled fairly and promptly. Often there is a disproportion between the economic value and the cost of the judicial settlement when problems occur that may discourage consumers from exercising their rights in practice<sup>10</sup>. This is the reason why it is of the utmost importance for such bodies to exist and to be used by the customers.

#### *Question 35: Is there an alternative dispute settlement board for electricity/gas matters?*

There is an alternative dispute resolution board for **electricity** matters in 19 out of 28 replying countries, which means coverage in more than  $\frac{2}{3}$  of the Member States. However, there is no such board in the Czech Republic, Germany, Iceland, Italy, Poland, Romania, the Slovak Republic, Slovenia and Flanders.

As far as **gas** is concerned, customers are able to seek help from an alternative dispute settlement board in 18 out of 25 countries (72%). There is no board for alternative dispute settlement in the Czech Republic, Germany, Italy, Poland, the Slovak Republic, Slovenia and Flanders.

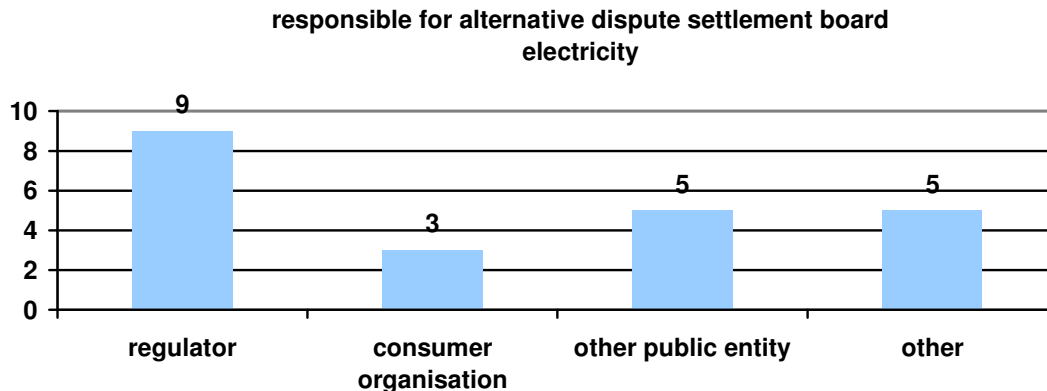
Countries that have no alternative dispute settlement for electricity matters also do not have an alternative dispute settlement board for gas matters.

The countries that have alternative dispute settlement boards were asked who was in charge of this board.

#### *Question 36: If yes, who is in charge of this board?*

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<sup>10</sup> Commission Recommendation on the principles applicable to the bodies responsible for out-of-court settlement for consumer disputes 98/257/EC



**Chart 28: Responsibilities for Dispute Settlement Boards**

Portugal is counted three times in the chart above as it stated that all mentioned bodies (regulator, consumer organisation and other public entities) had responsibilities on dispute settlement mechanisms.

In Austria, Cyprus, Greece, Ireland, Latvia, Lithuania, Luxembourg and Wallonia, the regulator is in charge of the alternative dispute settlement board.

Consumer organisations manage this board in Estonia and Finland.

In 4 countries, namely France, Spain, Sweden and the Netherlands, some other public entity is in charge of the board. In France this is the “energy ombudsman”, in Spain the Autonomous Communities’ governmental bodies (e.g., the energy related office) are in charge of dispute settlement. In Sweden, the National Board for Consumer Complaints is in charge.

Denmark, Hungary, Norway, Finland and the United Kingdom chose the category “other”. For Denmark, it is a private energy complaint board, in line with the recommendation of the Commission. In Hungary there are arbitration boards, which are independent bodies attached to the regional chamber of commerce. In the UK all companies are required to be members of an independent redress scheme approved by the regulator.

The answers provided for **gas** were identical.

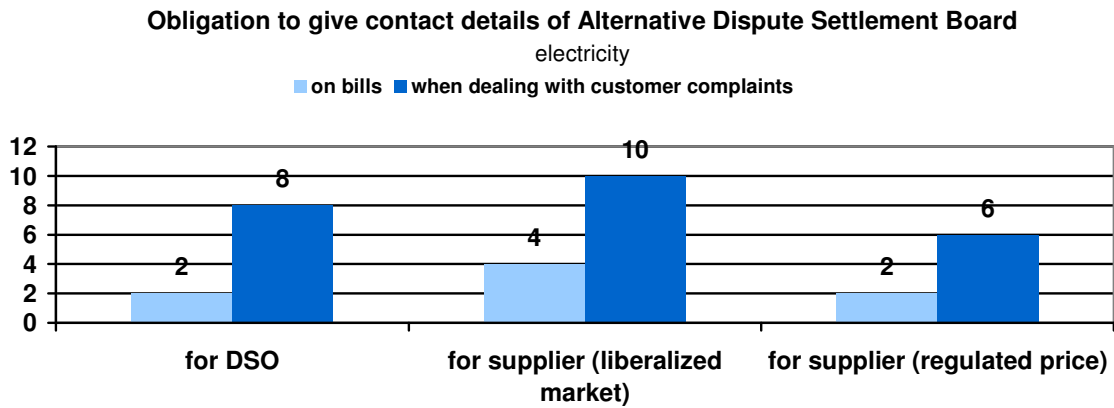
When looking at obligations for market participants to include the contact details of the alternative dispute settlement board on documents, the responses received show that there are greater obligations on suppliers in liberalised markets than on any other group of market participants.

*Question 37: Is there an obligation for the DSO to mention the contact details of the alternative dispute settlement board? On bills / when dealing with customer complaints*

*Question 38: Is there an obligation for the supplier to mention the contact details of the alternative dispute settlement board on bills? on the liberalised market, if applicable: for customers with regulated prices*

*Question 38.1: Is there an obligation for the supplier to mention the contact details of the alternative dispute settlement board when answering customer complaints? on the liberalised market, if applicable: for customers with regulated prices*





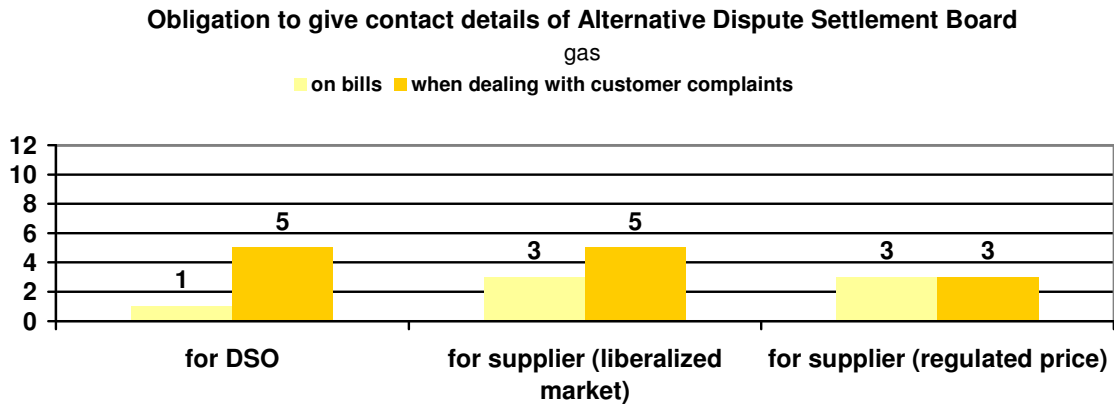
**Chart 29: Obligations to provide contact details of Dispute Settlement Boards (electricity)**

Countries where DSOs must include contact details of the alternative dispute settlement board are Ireland, Norway (both on bill) and Cyprus, Denmark, Ireland, Latvia, Lithuania, Slovenia, the Netherlands and the United Kingdom (when dealing with customer complaints).

In markets without price regulation, this obligation exists in France, Ireland, Norway and Slovenia (on bills) and for Cyprus, Denmark, Hungary, Ireland, Latvia, Lithuania, Slovenia, Spain, the Netherlands and the United Kingdom when dealing with complaints.

For regulated markets, suppliers in France and Ireland must include the contact details of the alternative dispute settlement board on the bills. In Cyprus, Denmark, Ireland, Latvia, Lithuania and Spain these contact details must be provided when dealing with customer complaints.

In **gas**, the situation is similar.



**Chart 30: Obligations to provide contact details of Dispute Settlement Boards (gas)**

As mentioned above the following countries have an alternative dispute settlement board for electricity matters: Austria, Cyprus, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Norway, Portugal, Spain, Sweden, the Netherlands, the United Kingdom and Wallonia. The following chart gives an overview of the obligations on different market participants in relation to providing contact details of the alternative dispute settlement board.

	DSOs	suppliers (no price reg.)	suppliers (price reg.)
on bills	Ireland, Norway	Denmark, France, Ireland, Norway, Slovenia	Denmark, France, Ireland,
when dealing with complaints	Cyprus, Denmark, Ireland, Italy, Lithuania, Slovenia, the Netherlands, United Kingdom	Cyprus, Denmark, Hungary, Ireland, Latvia, Lithuania, Slovenia, Spain the Netherlands, United Kingdom	Cyprus, Denmark, Ireland, Latvia, Lithuania, Spain

**Table 11: Requirements for provision of contact details for alternative dispute settlement boards**

Summing up, one can say that more than 2/3 of replying Member States have established alternative dispute settlement boards. It is however questionable whether the majority of customers are aware of the existence of these institutions since in many countries the contact details are not provided via the bill or when dealing with a complaint.

### 5.11 Universal Service Obligation for Electricity

Electricity Directive, Art. 3(3) states that there is to be universal service, which is defined as the right for customers to be supplied with electricity of a specified quality within their territory at reasonable, easily and clearly comparable and transparent prices. There is no corresponding obligation for gas.

*Question 39 (electricity only): Do you have a universal service obligation? This is defined in the Directive, Art. 3(3) as "the right to be supplied with electricity of a specified quality within their territory at reasonable, easily and clearly comparable and transparent prices."*

In 93% of all countries replying (26 out of 28) there is a universal service obligation. The only two countries where no such explicit obligation exists are Estonia and the United Kingdom. In the United Kingdom, however, there is an obligation for suppliers to 'meet all reasonable demand'.

*Question 40 (electricity only): Is there an obligation to inform customers actively about universal service?*

Out of the 26 countries that have the obligation to offer universal service to customers, only 6 countries, namely Denmark, Germany, Hungary, Latvia, Norway and the Slovak Republic, have obliged market participants to inform customers actively about universal service.

## 5.12 Vulnerable customers

Energy poverty is an increasing issue all over Europe, even if the situation in Member States might differ. In the existing Electricity Directive in Article 3 (5), it is stated that Member States shall take appropriate measures to protect final customers and shall in particular ensure that there are adequate safeguards to protect vulnerable customers. At the same time there is no definition included in the directives for “vulnerable customers”. The questionnaires therefore included a question about whether Member States had a definition of vulnerable customers within their energy system on a national level.

*Question 41 (electricity) = 39 (gas): Is there a definition of vulnerable customers within your energy system?*

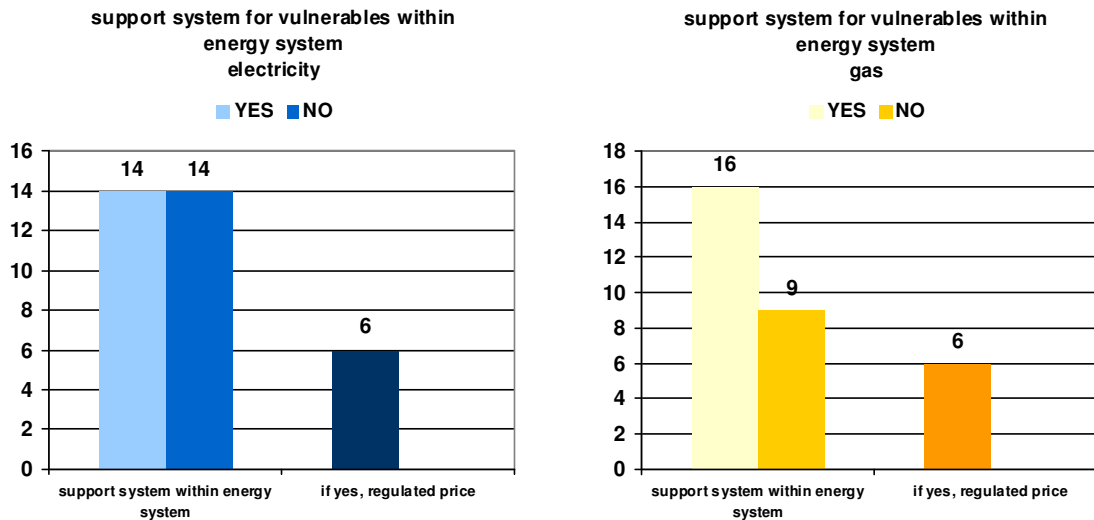
As far as **electricity** is concerned, there is a definition of vulnerable customers in 11 out of 28 countries replying, which means a percentage of about 40%. There is a definition in electricity markets of Cyprus, France, Hungary, Ireland, Italy, Luxembourg, Romania, Slovenia, the United Kingdom, Flanders and Wallonia.

In **gas**, the situation is the same, except for Greece and Spain, where no definition exists in the electricity market but does exist for gas. It is the other way round in Hungary, where vulnerable customers are defined in electricity but not in gas.

*Question 42 (electricity) = 40 (gas): Is there any kind of support system for vulnerable customers within your energy system?*

In 50% of replying countries (14/28) there is some kind of support system for vulnerable customers within the **electricity** market. This applies for Austria, France, the Czech Republic, Hungary, Ireland, Italy, Luxembourg, Portugal, Romania, Slovenia, the Netherlands, the United Kingdom, Flanders and Wallonia.

The situation for **gas** is similar, there is some kind of support system for vulnerable customers in France, the Czech Republic, Greece, Hungary, Ireland, Italy, Latvia, Luxembourg, Portugal, Romania, Slovenia, Spain, the Netherlands, the United Kingdom, Flanders and Wallonia, or 16 out of 25 countries replying (64%).



**Chart 31 & 31a: Countries with support systems for vulnerable customers**

Question 43 (electricity)= 41 (gas): If yes, do you have a regulated price for vulnerable customers?

We see that in **electricity**, 6 of the countries that do have some kind of support system within the energy system for vulnerable customers have a regulated price for them. In electricity these countries are: France, Portugal, Romania, Slovenia and the Belgian regions Flanders and Wallonia.

In **gas**, there are regulated prices for vulnerable customers in France, Latvia, Romania, Spain and the Belgian regions of Flanders and Wallonia.

*Question 44(electricity) = 42 (gas): Do you have another support system for vulnerable customers (e.g. social services)?*

Nearly all countries have an additional support system for vulnerable customers like social services.

This does not apply for Slovenia and Spain where there is no additional support system for vulnerable customers and it only partly applies to Greece where vulnerable gas customers enjoy another support system outside the energy system, but there is no additional support for electricity customers.

Almost all Member States support vulnerable customers through support systems like social services. In addition, more than half of replying countries also provide support to vulnerable customers within the energy system. However, regulated prices dedicated to this customer group are not common.

It was not possible to evaluate the different ways vulnerable customers are protected and such an assessment is not possible given the data received in response to this questionnaire. Having a definition of vulnerable customers within the energy system and some kind of support within the energy system does not automatically mean that customers are protected in the best possible way, and vice-versa. Since the issue of vulnerability is an increasingly important topic, it may be of interest to look deeper into this issue in a further survey.

### 5.13 Disconnection

Article 3 of both the Electricity and Gas Directive obliges Member States to take appropriate measures to protect final customers, and shall in particular ensure that there are adequate safeguards to protect vulnerable customers, including measures to help them avoid disconnection.

*Question 45 (electricity) = 43 (gas): Is there a legal provision that protects consumers from being disconnected in case of non-payment?*

*Question 46 (electricity) = 44 (gas): If yes, please describe.*

Countries that do not have such provisions for **electricity** are Cyprus, the Czech Republic, Denmark, Estonia, Greece, Iceland, Latvia, Norway and the Slovak Republic. However, in  $\frac{2}{3}$  of the countries participating in the electricity survey (19 of 28) there are legal provisions that protect customers from being disconnected in case of non-payment.

Among these provisions are special minimum notification periods or additional warnings of disconnection, sometimes combined with an additional grace period. These minimum notification periods are reported to exist in 14 countries (Austria, Finland, France, Germany, Hungary, Ireland, Italy, Lithuania, Poland, Portugal, Romania, Spain, the United Kingdom and Sweden).

Other countries have made provisions for customers to repay debts by installments or to have a prepayment meter installed rather than being disconnected. This is a means to protect customers who are not able to pay their electricity bills, which has been implemented in 6 countries (Austria, Hungary, Romania, the United Kingdom, Flanders and Wallonia).

In 7 countries, it is prohibited to disconnect electricity customers during a defined winter period in order to protect them from severe hardship: Finland, France, Ireland, Flanders, the Netherlands, the United Kingdom and Wallonia.

In 2 countries, France and Italy, there is a policy to first reduce power levels instead of disconnecting a customer.

In Hungary and Italy there are special groups of customers who may not be disconnected. This may be elderly people, or disabled and terminally ill customers who are dependent on a special apparatus or machine. Other countries do not allow for those groups be disconnected during a winter period, which is mentioned above.

In Luxembourg it is not permitted to disconnect people who benefit from the social welfare system. In Sweden supply must not be interrupted if the social welfare board has assumed the responsibility for paying the debt.

When reviewing the situation for **gas** customers, 18 countries out of 24 (75%) have provisions that protect customers from being disconnected in case of non-payment.

There are no such provisions for gas in the Czech Republic, Denmark, Latvia, Romania, the Slovak Republic and Spain.

In general, provisions for gas are very similar to provisions in electricity.

In about ⅔ of the replying Member States there are legal provisions to help customers avoid disconnection. The means of avoiding disconnection vary among Member States.

## 6 Conclusion

This Report shows that there are many different ways to implement the consumer-related obligations from the Electricity and Gas Directives, and especially Annex A, depending on the design of the retail market and its level of maturity in the respective Member States. Contractual relationships vary highly from Member State to Member State. In particular regarding Annex A (a), it should be mentioned that the position of European electricity and gas customers is determined not only by European energy legislation but also by EU consumer legislation (e.g. on unfair contract terms and commercial practices) national contract law, customer protection law and other national requirements. The varying national situations are also shaped by the interpretation of existing European legislation – which is sometimes not entirely clear. These diverse situations should be accepted and taken into account when assessing compliance with EU legislation in this area.

This Monitoring Report contains the best available collection of information from Member States on customer protection in liberalised energy markets. The report illustrates the complexity of the issue and its findings should be considered carefully when addressing consumer protection issues in further legislation.

ERGEG's view can be described as follows: the internal electricity and gas market must be for the benefit of the final customer: the European citizens and the European economy. However, consumer benefit is not one-dimensional. It must have an equal focus on security of supply, availability of services and choice as well as on cost efficient prices for energy and networks access.

Consumers must have 1) a real choice of suppliers and 2) the necessary information to make wise decisions and benefit from the choices available. Promoting choice between suppliers is to a large extent determined by the structure of the market (for example number of suppliers, barrier to entry for new suppliers, market dominance, wholesale market structure and price regulation policies) and can be influenced by effective regulatory control and enforcement of competition law. Ensuring consumers take advantage of the choices available and participate effectively in a liberalised market depends greatly on the availability of adequate and sufficient information for consumers. This general free market principle applies to other sectors as well.

### Key findings:

A high level of consumer information on the rights regarding the relationship between customers and suppliers has been reached within the EU:

- In the majority of countries, customers have to be informed of the most relevant aspects of the supply contract prior to signing it (Annex A (a));
- The present report also reveals high levels of customer protection as regards information on price changes and changes of general terms and conditions (Annex A (b));
- The requirement that customers shall not be charged for supplier switching (Annex A (e)) is transposed in most Member States;
- The implementation of public service obligations (Annex A (g)) has taken place to a large extent.

In a number of areas, however, there is further room for improvement or consideration:

- Transparency and comparability of offered prices and services are key issues for customers, in order to allow them to make informed decisions regarding supplier switching (Annex A (c)). The lack of obligations on the publication and presentation of price information may make it more difficult for the customer to make a choice. Information on the internet may be insufficient since many European citizens still don't have access to the internet. At the same time it is worth mentioning that a balance is necessary between providing all the relevant information and not giving too much information e.g. on a bill.
- The customer position would be strengthened if quick dispute resolution mechanisms were available in all Member States (Annex A (f)). These would not have to be energy specific – yet the results of the survey indicate that there is room for improvement in this area.
- The obligation to offer a wide choice of payment methods is one element of the Directives that has not been fully transposed into national law. However, in many countries suppliers and DSOs (where relevant) offer a variety of payment methods even without legal requirements.

This is not only a compliance report, but it does include main aspects of ERGEG's Best Practice Propositions on transparency of prices, customer protection and switching as well as some of the proposals contained in the Third Package. This approach shows that, from ERGEG's point of view, the strengthened position of final customers is not simply a question of implementing existing European provisions, which may not address all energy consumer-related issues, for example:

- Obligations concerning actual consumption data do exist, but the results of the survey indicate that many customers do not receive this data frequently. Also in many Member States, bills on estimated consumption exist. Promoting competition for the benefit of customers and energy efficiency measures at the same time requires more frequent information on actual consumption data;
- Switching must be standardised and automated for cost effective processes. Many Member States have undertaken efforts in this direction. However, room for improvement can be seen in automating supplier switching processes and allowing a single point of contact for the customers when switching. Customer confidence and convenience with supplier switching processes are key issues for achieving well-functioning retail markets;
- Relevant information on the roles and responsibilities of suppliers and distribution system operators is often only available upon request or on the internet. In certain markets, this level of availability is insufficient;
- It must be considered that Annex A, as regards the duties and responsibilities of market actors, is not entirely clear in practice (e.g. "service provider" as referred to in Annex A). The roles of the players should be clearly defined in European legislation and national contractual relationships respected.

Replies from the NRAs show that Annex A of the Directives has not been fully implemented in many Member States, and that it is difficult to say with certainty if Annex A is fully implemented in legal terms. However, as seen in the report, absolute figures on the degree of implementation of the Annexes are not necessarily an accurate reflection of the adequacy of consumer rights practices in a given Member State.

New or revised provisions are expected as a result of the Third Package which could go further towards empowering consumers. Every new provision should take into consideration the diverse situations in Member States and that customers should be empowered in the market rather than being protected from the market. ERGEG will follow the progress in this area and assess future proposals in this light.



## 7 ANNEX

### **Directive 2003/54/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in electricity**

#### **ANNEX A**

##### Measures on consumer protection

Without prejudice to Community rules on consumer protection, in particular Directives 97/7/EC of the European Parliament and of the Council(1) and Council Directive 93/13/EC(2), the measures referred to in Article 3 are to ensure that customers:

(a) have a right to a contract with their electricity service provider that specifies:

- the identity and address of the supplier;
- the services provided, the service quality levels offered, as well as the time for the initial connection;
- if offered, the types of maintenance service offered;
- the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained;
- the duration of the contract, the conditions for renewal and termination of services and of the contract, the existence of any right of withdrawal;
- any compensation and the refund arrangements which apply if contracted service quality levels are not met; and
- the method of initiating procedures for settlement of disputes in accordance with point (f).

Conditions shall be fair and well known in advance. In any case, this information should be provided prior to the conclusion or confirmation of the contract. Where contracts are concluded through intermediaries, the above information shall also be provided prior to the conclusion of the contract;

(b) are given adequate notice of any intention to modify contractual conditions and are informed about their right of withdrawal when the notice is given. Service providers shall notify their subscribers directly of any increase in charges, at an appropriate time no later than one normal billing period after the increase comes into effect. Member States shall ensure that customers are free to withdraw from contracts if they do not accept the new conditions notified to them by their electricity service provider;

(c) receive transparent information on applicable prices and tariffs and on standard terms and conditions, in respect of access to and use of electricity services;

(d) are offered a wide choice of payment methods. Any difference in terms and conditions shall reflect the costs to the supplier of the different payment systems. General terms and conditions shall be fair and transparent. They shall be given in clear and comprehensible language. Customers shall be protected against unfair or misleading selling methods;

(e) shall not be charged for changing supplier;

(f) benefit from transparent, simple and inexpensive procedures for dealing with their complaints. Such procedures shall enable disputes to be settled fairly and promptly with provision, where warranted, for a system of reimbursement and/or compensation. They should follow, wherever possible, the principles set out in Commission Recommendation 98/257/EC(3);

(g) when having access to universal service under the provisions adopted by Member States pursuant to Article 3(3), are informed about their rights regarding universal service.

## **Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in natural gas**

### **ANNEX A**

#### Measures on consumer protection

Without prejudice to Community rules on consumer protection, in particular Directives 97/7/EC of the European Parliament and of the Council(1) and Council Directive 93/13/EC(2), the measures referred to in Article 3 are to ensure that customers:

(a) have a right to a contract with their gas service provider that specifies:

- the identity and address of the supplier;
- the services provided, the service quality levels offered, as well as the time for the initial connection;
- if offered, the types of maintenance service offered;
- the means by which up to date information on all applicable tariffs and maintenance charges may be obtained;
- the duration of the contract, the conditions for renewal and termination of services and of the contract, the existence of any right of withdrawal;
- any compensation and the refund arrangements which apply if contracted service quality levels are not met; and
- the method of initiating procedures for settlement of disputes in accordance with point (f).

Conditions shall be fair and well known in advance. In any case, this information should be provided prior to the conclusion or confirmation of the contract. Where contracts are concluded through intermediaries, the above information shall also be provided prior to the conclusion of the contract:

(b) are given adequate notice of any intention to modify contractual conditions and are informed about their right of withdrawal when the notice is given. Service providers shall notify their subscribers directly of any increase in charges, at an appropriate time no later than one normal billing period after the increase comes into effect. Member States shall ensure that customers are free to withdraw from contracts if they do not accept the new conditions, notified to them by their gas service provider;

(c) receive transparent information on applicable prices and tariffs and on standard terms and conditions, in respect of access to and use of gas services;

(d) are offered a wide choice of payment methods. Any difference in terms and conditions shall reflect the costs to the supplier of the different payment systems. General terms and conditions shall be fair and transparent. They shall be given in clear and comprehensible language. Customers shall be protected against unfair or misleading selling methods;

(e) shall not be charged for changing supplier;

(f) benefit from transparent, simple and inexpensive procedures for dealing with their complaints. Such procedures shall enable disputes to be settled fairly and promptly with provision, where warranted, for a system of reimbursement and/or compensation. They should follow, wherever possible, the principles set out in Commission Recommendation 98/257/EC(3);

(g) connected to the gas system are informed about their rights to be supplied, under the national legislation applicable, with natural gas of a specified quality at reasonable prices.

**Proposal from the Commission for a Directive of the European Parliament and of the Council amending Directive 2003/54/EC concerning common rules for the internal market in electricity (19 September 2007)**

(15) In Annex A, the following paragraphs shall be added:

"(h) have at their disposal their consumption data, and shall be able to, by explicit agreement and free of charge, give any undertaking with a supply license access to its metering data. The party responsible for data management is obliged to give these data to the undertaking. Member States shall define a format for the data and a procedure for suppliers and consumers to have access to the data. No additional costs can be charged to the consumer for this service.

(i) shall be properly informed every month of actual electricity consumption and costs. No additional costs can be charged to the consumer for this service.

(j) can change supplier at any time in the year, and a customer's account with the previous supplier shall not be settled later than one month following the last supply by this previous supplier."

**Proposal from the Commission for a Directive of the European Parliament and of the Council amending Directive 2003/55/EC concerning common rules for the internal market in natural gas (19 September 2007)**

(17) In Annex A, the following paragraphs shall be added:

"(h) have at their disposal their consumption data, and shall be able to, by explicit agreement and free of charge, give any undertaking with a supply license access to its metering data. The party responsible for data management is obliged to give these data to the undertaking. Member States shall define a format for the data and a procedure for suppliers and consumers to have access to the data. No additional costs can be charged to the consumer for this service.

(i) shall be properly informed every month of actual gas consumption and costs. No additional costs can be charged to the consumer for this service.

(j) can change supplier at any time in the year, and a customer's account with the previous supplier shall not be settled later than one month following the last supply by this previous supplier."

## Questionnaire electricity<sup>11</sup>

- 1) If customers in your country can be supplied either on the liberalised market or at regulated prices, how is the percentage? Please give a rough estimate.
- 2) Do you have separate contracts (or other legal relationships) for access to the network on the one hand and for supply on the other hand?
  - 3.1) Is there an obligation for DSOs to provide customers with the following information on the contract?
    - i. Name and address
    - j. Technical services (e.g. voltage quality)
    - k. Prices for maintenance services (e.g. additional meter readings)
    - l. Commercial quality (e.g. time until activation, responses to customer complaints)
    - m. How to get up-to-date information on applicable tariffs
    - n. Duration of the contract
    - o. Conditions for renewal and termination of the contract
    - p. Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met
  - 3.2) Is there an obligation for suppliers to provide customers with the following information on the contract?
    - g. Name and address
    - h. Commercial quality (e.g. time until activation, responses to customer complaints)
    - i. How to get up-to-date information on applicable tariffs
    - j. Duration of the contract
    - k. Conditions for renewal and termination of the contract
    - l. Information on the automatic compensation and refund mechanism that applies if contracted service quality levels are not met
- 4) Is there an obligation to provide customers with information on the most relevant aspects of the contract prior to signing it?
- 5) Is there an obligation to give customers general information about market liberalisation, roles and duties of market participants?
- 6) With or without obligation, how do customers receive such information?
  - a. Document or leaflet individually addressed to customers by suppliers and/or DSOs (e.g. letter, leaflet attached to the bill, customer newsletter, e-mail)
  - b. Document or leaflet individually addressed to customers by another organisation (e.g. government, consumer organisations)
  - c. Information available on the internet (information website, online FAQs)
  - d. National information campaign including advertising in the media
- 7) Is there an obligation to inform customers individually about changes in the general terms and conditions of the supplier? for the liberalised market /if applicable: for customers with regulated prices
- 8) Is there a possibility for customers to withdraw from the contract if there was a change in the general terms and conditions? for the liberalised market /if applicable: for customers with regulated prices

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<sup>11</sup> An identical questionnaire has been sent out for gas, the only changes being leaving out questions 39, 40 since there is no universal service obligation in Annex A of the gas Directive. Another minor difference between the questionnaires was that the word "electricity" has been replaced by "gas" in question 35

9) Do customers receive separate bills for access to the network on the one hand and for supply on the other hand?

10) Is there an obligation to separate the amounts reflecting the actual cost for kWh consumed for supply on the one hand and for network on the other hand, even if in one single bill?

11) Is there an obligation for the DSO to offer all customers more than one method of payment? for the liberalised market /if applicable: for customers with regulated prices

11.1) Is there an obligation for the supplier to offer all customers more than one method of payment? for the liberalised market /if applicable: for customers with regulated prices

12) Is there any kind of legal provision on the costs for different payment methods?

13) Beyond the information that must be given on the contract (s. question 2), is there an obligation to inform customers about...

13.1)...the name of the DSO

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.2) ...the responsibilities of the DSO (situations when to contact the DSO)

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.3)...the contact details of the DSO

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.4)...the name of the supplier

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.5)...the responsibilities of the supplier

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.6)...the contact details of the supplier

- a. on the bill
- b. through individually addressed information
- c. through a website
- d. this information will be made available on request

13.7)...the actual supply prices for the consumption in each period (information on the exact time span a price was applicable to)

- a. on the bill
- b. through individually addressed information

- c. through a website
  - d. this information will be made available on request
- 13.8)...the actual network tariffs for the consumption in each period (information on the exact time span a price was applicable to)
- a. on the bill
  - b. through individually addressed information
  - c. through a website
  - d. this information will be made available on request
- 13.9)...prices for technical services (as a list)
- a. on the bill
  - b. through individually addressed information
  - c. through a website
  - d. this information will be made available on request
- 13.10)...the duration of the supply contract
- a. on the bill
  - b. through individually addressed information
  - c. through a website
  - d. this information will be made available on request
- 13.11)...the conditions for renewal and termination of the supply contract
- a. on the bill
  - b. through individually addressed information
  - c. through a website
  - d. this information will be made available on request
- 14) Is there any kind of requirement for suppliers to inform customers about price changes? (excluding variable-price contracts that follow spot prices and index adjustments) on the liberalised market and if applicable: for customers with regulated prices
- 15) If a supplier changes its prices, are customers informed about this change in advance? (excluding variable-price contracts that follow spot prices and index adjustments) on the liberalised market and if applicable: for customers with regulated prices
- 16) Is there a possibility for customers to withdraw from the contract without charges if there is a change in prices? (excluding variable-price contracts that follow spot prices and index adjustments) on the liberalised market and if applicable: for customers with regulated prices
- 17) Is there an obligation to inform customers about changes in... (excluding variable-price contracts that follow spot prices and index adjustments)
- 17.1) On the liberalised market: ...energy prices(excluding variable-price contracts that follow spot prices and index adjustments)
  - 17.1.1) *For customers with regulated prices (if applicable): ...energy prices(excluding variable-price contracts that follow spot prices and index adjustments)*
  - 17.2)...network tariffs
- 18) Is there at least one "price calculator" (or "price comparator") for household customers to make an individual and easy comparison between offers available on the market?
- 19) If yes, who runs it/them?
- 20) If you have a price calculator run by the regulator or by another public entity, is it mandatory for suppliers to provide the listing of their prices to the entity in charge of the price calculator?
- 21) Is there a legal minimum frequency to provide customers with information on...
- c. their accurate consumption (not estimated)
  - d. its costs

- 22) If yes, how often?
- 23) Are there still bills based on estimated consumption values?
- 24) Is there any possibility that customers can be charged for the actual switching process? (not including contractual arrangements such as fixed-term contract cancellation fees)
- 25) Is there a standard procedure for customers to access their current consumption data?
- 26) Can suppliers access consumption data on the behalf of their customers?
- 27) If yes, is there an obligation to apply that procedure?
- 28) Is there an obligation for another supplier than the own to ask permission to get the consumption data of customers?
- 29) Is there an obligation on the time by which smart metering must be implemented?
- 30) If yes, what time is that?
- 31) Is it mandatory that the customers can be in contact with only ONE party (EITHER the former supplier OR the current one) when changing supplier?
- 32) Is it compulsory for the former supplier to settle the customer account (last bill) within a certain period?
- 33) If yes, what period is that?
- 34) Is data exchange between suppliers and DSOs on the supplier switching process...
  - d. standardised as far as a unique data format for all market participants, including incumbents, is concerned
  - e. standardised as far as its content is concerned
  - f. automated?
- 35) Is there an alternative dispute settlement board for electricity matters?
- 26) If yes, who is in charge of this board?
- 37) Is there an obligation for the DSO to mention the contact details of the alternative dispute settlement board...
  - a. on bills?
  - b. when answering customer complaints?
- 38) Is there an obligation for the supplier to mention the contact details of the alternative dispute settlement board on bills? on the liberalised market, if applicable: for customers with regulated prices
- 38.1) Is there an obligation for the supplier to mention the contact details of the alternative dispute settlement board when answering customer complaints? on the liberalised market, if applicable: for customers with regulated prices
- 39) Do you have a universal service obligation? This is defined in the Directive, Art. 3(3) as "the right to be supplied with electricity of a specified quality within their territory at reasonable, easily and clearly comparable and transparent prices."
- 40) Is there an obligation to inform customers actively about universal service?
- 41) Is there a definition of vulnerable customers within your energy system?
- 42) Is there any kind of support system for vulnerable customers within your energy system?
- 43) If yes, do you have a regulated price for vulnerable customers?
- 44) Do you have another support system for vulnerable customers (e.g. social services)?
- 45) Is there a legal provision that protects consumers from being disconnected in case of non-payment?
- 46) If yes, please describe.