

The Consumer Voice in Europe

AN ELECTRICITY MARKET THAT DELIVERS TO CONSUMERS

BEUC position paper on the upcoming revision of the provisions on consumer rights in the Electricity Directive



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Why it matters to consumers

Electricity is an essential service for consumers. However, millions of households are struggling to pay their energy bills and many still find it difficult to understand basic elements of the energy market like their bills and what are they paying for, their offers and how to get a better deal or how to exercise their rights when something goes wrong. In addition, several consumers are exposed to unfair practices such as unilateral price increases or unilateral contract terminations. To restore trust and to help consumers better engage in electricity markets, consumers need better rights and protections.

Summary

As the European Commission plans to issue a revision of the Electricity Directive, BEUC recommends the EU institutions to take concrete steps to improve consumers' experience in electricity markets. New EU rules should set rules aiming to facilitate consumer engagement with electricity markets and to protect consumers.

To better protect consumers from wholesale price volatility, BEUC recommends EU policymakers to:

1. Require that there always are affordable fixed price tariffs available on the market (*New article*).
2. Require suppliers to protect consumers with variable electricity tariffs from bill shocks from bill shocks. Suppliers should take appropriate steps to advise consumers on how to avoid such shocks in case prices increase – e.g. by advising consumers without a smart meter to increase their monthly payment to avoid too high a settlement bill (*New article*).
3. Allow Member States to maintain regulated tariffs until markets are sufficiently competitive. The number of suppliers drastically reduced in several markets as several went bankrupt. The Electricity Directive foresees steps that could lead to a phase out of regulated tariffs as of 2025. Legislation should acknowledge that markets which became competitive could become uncompetitive again and hence allow Member States to maintain regulated tariffs beyond that date (*Article 5.10*).
4. Allow Member States to maintain social tariffs for vulnerable consumers (*Article 5.3*).
5. Allow consumers who cannot pay the full amount of the bill, to pay in instalments, and protect them against disconnections. The new Electricity Directive should include:
 - a. a ban on disconnections for vulnerable consumers during the entire year (*Article 28*).
 - b. a ban on disconnections for consumers who need electricity for life-supporting appliances during the entire year (*Article 10.11*).
 - c. a ban on disconnection during winter times for all consumers, as not having energy for heating consumers' homes could be dangerous for their health (*Article 10.11*).

- d. a ban on disconnection during weekends and public holidays, as consumers and industry would not be able to act upon it immediately (*Article 10.11*).

To protect consumers from unfair practices, BEUC recommends the European Commission to:

1. Require that suppliers seek consumers' explicit consent when a contract is renewed under different terms than the original contract (*New paragraph in Article 10*).
2. Improve consumer protections in the case of unilateral contract changes or terminations (*Article 10.4*).
 - a. Suppliers should not be allowed to unilaterally change or terminate fixed-term fixed-price contracts.
 - b. Suppliers should also not be allowed to unilaterally changes payment modalities.
3. Protect consumers from aggressive marketing practices. Unsolicited marketing activities should be prohibited (*Article 10.8*).

To ensure that consumers have adequate assistance if they have a problem with their supplier, or in case their supplier goes bankrupt, BEUC recommends to:

1. Set a minimum standard of service requirements for suppliers, so that consumers needing to make a request to their supplier can do so without needing to wait for a long time on the phone or sending multiple emails (*Article 10.9*).
2. Ensure that consumers have access to an alternative dispute resolution body specialised in energy (*Article 26*).
3. Require Member States to appoint a Supplier of Last Resort, which should communicate clearly to consumers about the bankruptcy of their old supplier means for them (*Article 27*).

To help consumers to more easily find a contract that it is fit for their needs, BEUC recommends the European Commission to:

1. Improve precontractual information so that consumers know what they are signing up for. Suppliers should be required to provide consumers a simple and easy-to-understand summary of key contractual conditions (*Article 10.8*).
2. Allow consumers to trial new offers, without charging termination fees, to understand whether they are fit for their consumption pattern (*Article 12*).
3. Ensure that consumers have easy access to comparison tools that they can trust (*Article 14*).

1. Introduction

Households' electricity prices have more than tripled since 2020 across Europe, due to a rise in gas prices.¹

Consumers who had a variable tariff have seen the price that they were paying for energy immediately increase, reflecting trends in wholesale markets.

Many consumers who were initially protected from wholesale price volatility because they were on a fixed-price contract saw their bills increase as well. In some cases, their contract was renewed with a new, far more expensive, fixed-price contract. In other cases, they had to switch to a variable contract, because many suppliers are not offering fixed price contracts anymore.

At the same time, consumer organisations observe that consumers are exposed to questionable if not unfair practices by some electricity suppliers. Lastly, recent events proved once again that information provided to consumers when they search for a new offer is too complex for many. Too many consumers realised that they were on a tariff with prices linked to wholesale electricity prices, while they thought that they had a fixed price contract.

As the European Commission plans to revise rules on the functioning of electricity markets, this revision should ensure that rules on retail markets are designed to adequately protect consumers and enable them to find the offer that is best for them.

2. Protect consumers from volatile gas prices

2.1. Ensure that consumers have the option to sign up for fixed price tariffs (*New article*)

When electricity prices started increasing, many suppliers discontinued their fixed price tariffs. In several markets, such as Belgium, Italy, Ireland or the Netherlands,² consumers are now only left with the option to sign up for electricity contracts with a tariff linked to wholesale prices or to very expensive fixed price tariffs.

This lack of options is against consumer interests, as several consumers would choose a fixed price contract, if there were affordable options available.

How to improve it?

The new Electricity Directive should require electricity suppliers having over a certain number of customers, or at least one supplier in the territory of a Member State, to ensure that one fixed price contract is always available. The number of customers should be defined at the national level, based on the characteristics of the market.

This contract should be at a competitive price in the market, ensuring consumers always have the right to choose between attractive fixed and variable contracts.

¹ IEA, [Electricity Market Report](#), July 2022

² See, for example, Test-Achats, [Fournisseurs d'énergie : la hausse des prix entraîne une réduction de l'offre \(suite\)](#), September 2021

2.2. Protect consumers with a contract with tariffs tied to wholesale prices from bill shocks (*New article*)

When wholesale prices increase, consumers without a smart meter and with a variable price contract may be asked to pay a very high electricity bill when the manual reading takes place. The reason is that for those consumers without a smart meter, the supplier receives energy consumption information once a year, when the meter is actually read by a human being. Based on this information, the supplier estimates the annual consumption and what the consumer owes, on average, every month, based on the latest applicable prices at the time the meter was read. Hence, monthly bills are only an estimate of what consumers owes every month.

When the actual reading takes place, the supplier calculates what the consumer should have paid since the previous reading, based on actual consumption and the latest applicable prices. If this amount is larger than what was paid in total since the previous reading, then the supplier will ask the consumer to pay the difference in one instalment. When consumers have a tariff linked to wholesale prices, if wholesale prices increase significantly for a sustained period, the amount that consumers owe to the supplier will be very high.

This has recently proven to be problematic, as several consumers across Europe received very high bills, while this could have been avoided if suppliers had taken appropriate steps.³

How to improve it?

In the case of contracts whose price is tied to wholesale electricity prices, and for consumers without a smart meter, if suppliers can expect a sustained and long-lasting increase in wholesale prices, they shall be required to take appropriate steps to avoid that the bill based on actual reading becomes too expensive.

Suppliers should regularly estimate the amount of the bills based on actual consumption that their customers without a smart meter and with a variable price contract are expected receive. To do so, they should rely on the best available figures on future electricity prices (e.g. from data on electricity futures as published by the relevant electricity exchange).

If, based on this assessment, the amount of the bill based on actual consumption is expected to be at least three times the amount of bill based on estimated consumption, they shall propose consumers to increase their monthly payments.

This proposal should be clearly communicated by post or via email. The current and proposed amount of the bill should be written in bold or in a bigger font and should be included at the top of the communication. The communication should clearly explain the reason of the proposed change, as well as the expected amount of the bill based on actual consumption if no action is taken, which should be written in bold or in a bigger font.

Suppliers shall be allowed to increase the amount of the bill based on estimated consumption only upon agreement by the consumer.

If the consumer refuses the increase, it must be explained that they will have to pay the difference as a lump sum at a later date.

If the consumer does not provide feedback to the proposal, the supplier shall be required to contact them by phone.

³ See, for example, Test-Achats, [Comment faire face à la hausse des prix de l'énergie? Notre expert vous répond](#), January 2022

Consumers, on their own initiative, should also be allowed to request adjustments to their monthly bills if they suspect their consumption is higher or lower than estimated.

Finally, consumers without a smart meter should have the right to request more frequent meter readings, such as quarterly rather than yearly.

2.3. Allow Member States to maintain regulated tariffs until markets are sufficiently competitive (Article 5.10)

Article 5 of the Electricity Directive foresees that by 31 December 2025 the Commission shall submit a report to the European Parliament and Council looking at whether the goal of achieving market-based retail pricing of electricity was achieved. This report may be accompanied by a legislative proposal that may include an end date for regulated prices.

The ongoing crisis led to the exit of several suppliers from electricity markets from across Europe, leading to more market concentration. Hence, although in the past a sufficient level of competition among suppliers was achieved in some countries, making regulated tariffs unnecessary, due to suppliers' exits, these markets may have become uncompetitive again.

How to improve it?

The Electricity Directive should be amended to enable governments to set regulated tariffs where competition is not working. This provision should not be time limited, even though the actual interventions themselves may be time-bound.

National Regulatory Authorities shall be tasked to assess whether in the markets they operate the level of competition is insufficient and hence to allow for price intervention. Where a Member State decides to make use of this possibility, prices set by public intervention should not be set below the cost of providing the service (i.e. generation, transmission, distribution costs and a reasonable mark-up allowing suppliers to cover their costs), should not impede market entry and should be set at a level allowing an efficient supplier to make a reasonable level of return.

The reason is that if regulated prices are set at a level lower than market prices, then governments would need to subsidise electricity suppliers, as they would not sell electricity at a loss. In addition, if regulated prices are set below cost, this prevents new suppliers to enter the market, as they would not be able to offer a competitive price.

Hence, regulated prices should not be set at a level below market costs, but should be set at a sufficiently affordable level, to push suppliers in uncompetitive markets to make cheaper offers available.

2.4. Allow Member States to keep social tariffs available to vulnerable consumers (Article 5.3)

Although it is not desirable to enable all consumers to have access to regulated tariffs set below market costs, in specific situations, such tariffs, also called social tariffs, are an effective tool to guarantee that vulnerable consumers have access to electricity at a price that they can afford.⁴

⁴ According to a recent study by PWC for the Belgian National Regulatory Authorities carried out in Belgium and neighbouring countries, in those Belgian regions where there is a social tariff, consumers have a higher disposable income after paying utilities and housing costs. In those where a social tariff does not exist, they have the lowest disposable income. See PWC, [A European comparison of electricity and natural gas prices for residential, small professional and large industrial consumers](#), May 2022.

Article 5 of the Electricity Directive allows Member States to guarantee energy poor or vulnerable consumers access to a social tariffs, while also requiring them to protect them by means of social policy or by other means of public intervention.

How to improve it?

Targeted price regulation with the aim of protecting energy poor and consumers in vulnerable situations should be retained as a policy option, as long as markets are not delivering competitive prices for all consumers and other available measures are not sufficient to protect the most vulnerable ones.

In more general terms, it is important that governments and regulators always carry out full distributional impact assessments of tariff structures, policy costs and energy market measures to establish their distributional impact.

This may require measures to prevent discrimination against lower income consumers. For example, low-income consumers, particularly the less digitally literate ones, are less able to engage in offers remunerating them for using electricity flexibly and hence are discriminated against higher income consumers.

To address potential discriminations, in some cases, Member States may need to introduce social tariffs or social bonuses for low-income consumers. Ideally, the cost of such tariffs should be met from tax revenues rather than from other consumers' energy bills.

This measure may be combined with the introduction or retention of regulated tariffs accessible by all consumers as described in the previous point. Low-income households in some countries may not be able to afford to purchase electricity at market costs and may require additional support.

2.5. Allow consumers who cannot pay to pay in instalments and protect them from disconnections (*Articles 10.11 and 28*)

The Electricity Directive, approved in 2019, introduced measures avoiding that consumers are disconnected for unpaid bills. The Directive states that consumers should receive adequate information about alternatives to disconnection (e.g., prepayment systems, energy audits, energy consultancy services, alternative payment plans, debt management advice or disconnection moratoria) well in advance of the planned disconnection, and without constituting an extra cost to the consumers facing disconnection. Although this is an improvement compared to the previous version of the Directive, it only focuses on information on alternatives that may or may not be available and hence does not yet provide adequate guarantees to consumers.

How to improve it?

Alternatives to disconnection (*Article 10.11*)

The new Electricity Directive should require suppliers to put in place consistent and sensitive debt recovery policies. For example, suppliers should allow consumers to settle their debts in instalments, with no interest rates and no additional fees.

Policymakers should also make sure that consumers have access to independent and qualitative advice on alternatives to disconnections, free of charge, in all Member States.

For example, Member States could foresee that single points of contact established in accordance with the Electricity Directive, or one-stop-shops established in line with the Energy Efficiency Directive, could provide this advice to consumers.

In addition, Member States should take measures to encourage consumers to take advantage of schemes designed to improve energy affordability, such as energy efficiency grants, social tariffs and welfare benefits.

Member States should train frontline workers (e.g. social workers, municipal workers, nurses) so that they can advise consumers on where they can turn to, to get the information and support that they need.

Member States could also provide funding to social NGOs to advise consumers on whether their homes are sufficiently energy efficient and, if not, on how to address this issue.⁵

Disconnections

However, in some cases, alternatives to disconnections may be exhausted and suppliers may consider that disconnections are the only option that is available to them. In that condition, it is imperative that the Directive grants consumers appropriate protections by banning disconnections under certain conditions, they may be life-threatening for some people. For example, consumers who heat their homes with electric appliances may be at risk of death if they are disconnected from electricity supply during the winter.

Critical times

Currently, the Electricity Directive states that Member States shall prohibit disconnections for vulnerable customers in so-called critical times. A more detailed definition of critical times is needed to ensure that temporary bans on disconnections are implemented.⁶

Vulnerable customers (Article 28)

Vulnerable consumers should be protected against disconnections during the whole year.⁷

Winter season (Article 10.11)

Disconnections of all household customers (i.e. not only vulnerable customers) are already banned in France during winter times. Every year, no household can be disconnected between 1 November and 31 March. After the disconnection, suppliers are required to contact social workers within 5 working days from the disconnection.⁸ Similarly, in Ireland, no household can be disconnected between mid-December and mid-January.⁹

Weekends and national holidays (Article 10.11)

⁵ As an example, nine consumer organisations across Europe advised consumers in energy poverty on how to save energy in the context of the Horizon2020 project STEP. This proved to be effective in helping several consumers to get out of this condition. For more information, see <https://www.stepenergy.eu/>.

⁶ Policymakers and regulators considered the COVID-19 pandemic as a critical time and adopted strong measures to protect consumers. Regulators in 17 out of the 27 Member States adopted a partial or total ban of disconnection during the pandemic. Similarly, the ongoing period of sustained price increases should be considered a critical time, because several consumers suddenly found themselves unable to pay their bills. For further information, see Council of European Energy Regulators, [First analysis of the Covid-19 pandemic's effects on the energy sector](#), 2021

⁷ Solutions to Tackle Energy Poverty, [Policy recommendations for the implementation of the Clean Energy for all Europeans package](#), 2020

⁸ See Médiateur national de l'énergie, [La trêve hivernale](#).

⁹ The ban on disconnection was extended to three months for the winter 2022-2023, as energy prices increased and are putting many households under financial strain. See CRU, [CRU Announces Suite of New Enhanced Customer Protection Measures for Coming Winter](#), August 2022.

Other critical times during which consumers should not be disconnected are weekends and national holidays on which consumers risk to be left alone with no possibility to get help from local authorities, social workers or consumer organisations.¹⁰

Life-supporting appliances (Article 10.11)

Some consumers depend on electricity for life-supporting appliances. The Electricity Directive should specify that disconnecting those consumers should not be allowed.

Disputes with suppliers (Article 10.11)

Moreover, when consumers get involved in a dispute with their energy supplier related to unpaid bills, disconnection should be prohibited until the dispute is settled.

Bundled offers (Article 10.11)

Vulnerable consumers who signed up for on-bill schemes or other offers bundling electricity supply with a loan for an energy efficiency investment or the lease of a heating appliance also need increased protections from the risk of disconnection. With these offers, the consumer pays back the initial costs of the investment in energy efficiency or in a heating appliance through monthly instalments which are included in their energy bill.

This allows consumers to shoulder high upfront investments, making it easier for them to shift to more sustainable lifestyles and enabling them, once they pay back the initial investment, to make savings in their energy bills.

However, until when the initial investment is repaid, the monthly costs are higher, and this increases the risk that low-income consumers may be unable to pay their monthly bill.

Disconnections should be banned for the entire duration of the loan, to that avoid consumers who are able to pay for their energy consumption are disconnected due to a missing loan instalment.

3. Protect consumers from unfair practices

Since the beginning of the ongoing energy crisis, the number of consumers who contacted consumer organisations across Europe significantly grew, as some questionable or even illegal commercial practices arose in some markets. German consumer organisation vzbv's advice centre in Hesse, for example, recorded a steep rise in demand for legal advice on energy issues. In previous years, there were between 170 and 200 in a half-year, and in the first half of 2022 the number had skyrocketed to more than 2,000.¹¹

¹⁰ In Ireland, no disconnection calls can be made on a Friday, Saturday, Sunday, eve of a Public Holiday or a Public Holiday. See CRU, [Code of Practice on Disconnection](#).

¹¹ Handelsblatt, [ROUNDUP/Teures Gas: Zahl der Energieberatungen geht durch die Decke](#), July 2022.

3.1. Require that suppliers seek consumers' explicit consent when a contract is renewed under different terms than the original contract (*New paragraph in Article 10*)

Several consumer organisations across Europe reported that consumers with a fixed-price contract were switched onto a variable price contract, after the end of the original contract, without being clearly informed by their supplier or even without their consent.

Case study

Belgian consumer organisation Test-Achats reported in September 2021 that suppliers Mega and Vlaamse Energieleverancier had discontinued their fixed price offers. When consumers saw their fixed-price contracts end, they only had the choice of signing up for a variable price one and in many cases were not adequately informed about the change in tariff structure. This is despite Mega had signed the "Consumer agreement", a voluntary agreement between the Belgian Ministry of the Economy and electricity suppliers, through which suppliers commit to stronger consumer protections, including clear information at the moment of contract renewals.

Read more: Test-Achats, [Mon fournisseur d'énergie peut-il convertir mon contrat fixe en un contrat variable?](#), September 2021.

How to improve it?

The Electricity Directive should require that suppliers shall always seek consumers' explicit consent in a written form every time they propose a contract renewal under different conditions than the original one.

These changes shall be communicated in writing ahead of the entry into force of the new contract.

They shall be featured at the beginning of the communication informing consumers of the proposed change, in a prominent manner (e.g. in bold or in a bigger font) and in an understandable language, defined by the energy regulator.

This communication should take place in a timely manner that allows consumers to switch to another supplier, should they be unsatisfied by the proposed changes.

They shall also be featured at the beginning of the proposed new contract. Similarly, the modifications should be written in a prominent manner, and in an understandable language, defined by the energy regulator.

3.2. Improve consumer protections in the case of unilateral contract changes and terminations (Article 10.4)

Several consumer organisations in the past months noted and launched actions against suppliers which unilaterally changed consumers' contract in violation of EU or national rules (see case studies below). In addition, the Belgian press reports that several suppliers illegally modified fixed price contracts into variable price contracts and that the federal energy minister is taking action to sanction those suppliers.¹² In Italy, the Competition Authority launched an investigation against four suppliers and sent a request for

¹² See for example VRT, [Van der Straeten : "Les fournisseurs d'énergie qui ont modifié illégalement leurs contrats seront sanctionnés"](#), January 2022.

information to 25 more suppliers for complaints about unilateral price increases and unilateral terminations.¹³

Case studies

German consumer organisation vzbv reports that, in 2019, electricity supplier enno energie announced a significant price increase on page 2 of a supposedly general letter containing energy tips. This was not in line with the requirement included in the German Energy Industry Act to inform consumers of price increases in a transparent and understandable way. vzbv warned enno energie that declared that they will refrain from adopting this practice in the future.

Read more: Vzbv, [Preiserhöhung unter Energie-Spartipps versteckt](#), September 2019.

Finnish consumer organisation Kuluttaja reports that electricity supplier Oomi in January 2022 announced that a price cap that applied to some of its tariffs was going to be unilaterally discontinued. Kuluttaja brought this issue to the attention of the Finnish Competition and Consumer Authority, which is currently investigating on the matter.

Read more: Kuluttaja, [Sähkön hintakatto poistettiin – KKV tutkii, onko asiakkaita vedätetty](#), March 2022.

Dutch consumer organisation Consumentenbond reports that in October 2021 electricity suppliers DGB Energie and Estroga unilaterally terminated open-ended contracts of customers who refused to agree to unilateral price increases that were previously proposed to them. These suppliers sent letters at the beginning of October announcing that the contracts would end on 20 October. Consumentenbond brought this issue to the attention of the Dutch competition authority.

Read more: Consumentenbond, [Energiebedrijven moeten stopzetting contracten terugdraaien](#), October 2021

Danish consumer organisation Forbrugerrådet Tænk reported that in August 2022, energy supplier SK Energi decided to discontinue their existing fixed price contracts with about 3.000 consumers with reference to the current energy crisis in Europe. This change will become effective in November 2022. Forbrugerrådet Tænk is assisting their members who filed a complaint against that supplier.

The Electricity Directive currently requires that consumers shall be given adequate notice of any intention to modify contractual conditions and shall be informed about their right to terminate the contract, when the notice is given. Suppliers shall notify customers directly and in a transparent and comprehensible manner of supply price changes, and of their reasons, no later than one month before the adjustment comes into effect in the case of households. Member States shall also ensure that final customers are free to terminate contracts if they do not accept conditions.

¹³ AGCM, [Avviate istruttorie nei confronti di Iren e Dolomiti per presunte modifiche unilaterali illegittime del prezzo di fornitura di energia elettrica e gas naturale e di Iberdrola ed E.ON per possibili indebite risoluzioni contrattuali](#), October 2022.

How to improve it?

Fixed-term contracts

Electricity suppliers shall never be allowed to unilaterally terminate fixed-term contracts or to modify terms and conditions, unless the new modification is evidently favourable to the consumer (e.g. the deletion of termination fees or the decrease in the price to pay).

It could be argued that when wholesale prices significantly increase, it may not be financially sustainable for suppliers who did not purchase sufficient electricity in advance to continue supplying to customers at a pre-agreed price.

However, it is the supplier's responsibility to ensure that their electricity portfolio is sufficiently hedged to be able to offer fixed prices to those consumers who concluded a contract at these conditions.

Fixed price contracts are normally more expensive than variable or dynamic price contracts because consumers pay a risk premium to the supplier in exchange of not being exposed to wholesale price volatility. If suppliers are allowed to unilaterally increase prices when market conditions are not favourable to them, this means that consumers are paying a premium without receiving anything in return.

Open-ended contracts

When it comes to open-ended contracts, the Electricity Directive shall require suppliers to communicate consumers the modifications:

- (a) in written form ;
- (b) using a standard template defined by the energy regulator;
- (c) which include on the first page a table having in one column the original term or condition and in the other column the new term or condition;
- (d) If there is more than one modification to the contract, each modification shall be on a different row.

Suppliers shall send this overview to consumers no later than 3 months before the entering into force of the amendment.

3.3. Ban unilateral changes in payment modalities (*Article 10.4*)

Across Europe, several consumer organisations noted that some suppliers have been introducing unilateral changes to payment modalities. In some cases, the problem was that, since sourcing electricity on wholesale markets was becoming more expensive, suppliers asked for expensive down-payments to address cashflow issues.

Case studies

In 2022, Norwegian consumer organisation Forbrukerrådet received several complaints from consumers because they received bills from their suppliers, requiring them to pay electricity for several months in advance, while also overestimating future consumption.

These suppliers were allowing consumers not to pay this down-payment if they switched to a more expensive variable price contract, in which they were not protected from wholesale electricity prices volatility.

Forbrukerrådet noted that suppliers were blackmailing consumers who had chosen a fixed price contract to switch to a variable one. This was lamentable because consumers had signed those contracts, even if they were more expensive than a variable one, because they wanted to be protected from the risk of future price increases. When these contracts were not any more a good deal for some suppliers, they pushed consumers onto variable price contracts.

Read more: Forbrukerrådet, [Krever skyhøy forhåndsbetaling av fastpriskunder](#), July 2022.

In 2021, Belgian consumer organisation Test-Achats filed a complaint at the Belgian market surveillance authority against electricity supplier Mega. Mega unilaterally decided to increase the amount of the monthly bill, based on estimated consumption, of several customers.

In line with the Electricity Directive, consumers without a smart meter are entitled to receive at least one bill based on actual consumption every year. The reason is that, without a smart meter, a supplier needs to physically go to consumers' homes to manually read the meter, because remote reading is not possible. The other bills are based on estimated consumption.

If the supplier finds out that consumers have used more (or less) electricity than it was estimated, then the difference between what was paid and what was due to the supplier (or to the consumer) is recovered in the settlement bill, based on actual consumption.

Mega raised the amount of bills based on estimated consumption because they claimed that this was a protection for the customers because wholesale prices were increasing. Hence, if the amount of these bills had not been increased, there was a risk that the bill based on actual consumption would have been very expensive.

However, Mega also applied this increase to consumers who were on a fixed price contract, who hence were not incurring this risk because they were not exposed to wholesale prices volatility.

Read more: Test-Achats, [Test Achats dépose plainte contre Mega auprès de l'Inspection économique](#), September 2021.

How to improve it?

Suppliers shall not be allowed to request any advance payment unless this is explicitly foreseen in the contract and the consumer gave their active consent on this clause. Any unilateral change in the amount of the bill based on estimated consumption from the side of the supplier should not be allowed. Changes should be allowed only if there is a mutual agreement between the supplier and the consumer.

3.4. Protect consumer from aggressive marketing practices (*Article 10.8*)

Consumer organisations have historically witnessed multiple examples of aggressive marketing practices by electricity suppliers. There have been cases in which suppliers concluded an electricity supply contract on the phone without clearly informing consumers about all terms and conditions or, in some cases, even without their consent.

Case studies

Dutch consumer organisation Consumentenbond reports that supplier DGB Energie was fined by the Netherlands Authority for Consumers and Markets for aggressive marketing practices. DGB Energie's intermediaries contacted consumers on the phone and concluded contracts with them without systematically saying on behalf of which companies they were calling, what were the terms and conditions for termination or what was the price.¹

Read more: Consumentenbond, [Consumentenbond blij met boete voor DGB Energie](#), June 2022

German consumer organisation vzbv did a survey in 2020, showing that one fifth of consumers has at least one contract that they did not want to sign.¹ In the energy sector, vzbv filed lawsuits against suppliers E.ON and Mivolta in 2019 as some consumers were switched onto electricity contracts with these companies, following phone calls in which consumers did not give their consent to be switched.¹ As a follow up, the Munich I Regional Court in 2019 issued a judgement against E.ON.¹

Read more: vzbv, [Handy, Strom oder Zeitung: Jeder Fünfte hat ungewollte Verträge](#), November 2020, vzbv, [Nach Anruf ungewollter Stromvertrag](#), May 2019, and vzbv, [Finger weg von meinem Stromvertrag: ohne Vollmacht keine Kündigung](#), April 2019.

Read more:

Italian consumer organisation Altroconsumo reports that, following hundreds of complaints, the Italian Data Protection Authority sanctioned supplier Enel Energia. Enel Energia contacted consumers with the goal of proposing them new contracts, despite their numbers were included in the official "Do Not Call Register".¹

Read more: Altroconsumo, [Telemarketing aggressivo: sanzione da oltre 26 milioni a Enel Energia. I consigli per difendersi](#), January 2022.

How to improve it?

Ban on unsolicited sales

Unsolicited sales of electricity supply contracts should be banned. Some countries have already restricted or banned unsolicited sales in some sectors, in line with existing provisions in the Unfair Commercial Practices Directive,¹⁴ which allows Member States to ban aggressive selling practices under certain circumstances. For example, the Irish Consumer Protection Code prohibits the offer of unsolicited pre-approved credit to consumers.¹⁵ As reported by Belgian consumer organisation Test-Achats, unsolicited marketing is strictly regulated in Belgium. It is forbidden, among others, to set up credit sales desks in public places such as railway stations and shopping centres.¹⁶

Increased protections for contracts concluded off-premises

In the case of contracts concluded off-premises, the new Directive should require suppliers to send all the relevant precontractual information, including the key summary of contractual conditions, as well as the contract to the customer, either via post or via mail, prior to the conclusion of the contract. The default option should be conventional mail unless the consumer explicitly requests otherwise.

Before the contract can be finalised, there should be a mandatory cooling off period (e.g. two weeks) followed by active consent given by the consumer confirming that they are interested in being bound by the contract. This is to protect consumers, especially vulnerable consumers from pressure imposed by salespersons, and allows them time to reflect on whether the contract is feasible for them.

3.5. Ensure that consumers have access to an alternative dispute resolution body specifically dealing with energy, covering the energy sector in its entirety (Article 26)

As a result of the implementation of the Electricity Directive and the 2013 Consumer ADR Directive electricity suppliers are required to sign up to an alternative dispute resolution body.

Yet Member States adopted different approaches when it comes to setting up these bodies. In particular:

- A few Member States set up independent energy ombudsmen (e.g., Belgium, France, Germany, Bulgaria).
- Others have an ADR scheme dealing with energy complaints, but this is part of a broader ADR body with a larger remit (e.g. in Greece, Latvia, Spain, Portugal or Croatia). This refers to a situation where a horizontal ADR body (such as "complaint boards") cover among other things energy-related complaints. This is problematic, because it is unrealistic to expect that a horizontal body can build expertise in a complex sector such as energy.
- Finally, in other Member States, ADR in the energy sector is provided by the regulator (e.g. Austria). This may raise concerns about the independence of the ADR body required under the Consumer ADR Directive.¹⁷

¹⁴ European Commission, [Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market](#), December 2021.

¹⁵ [Consumer Protection Code 2012](#), Central Bank of Ireland.

¹⁶ Test-Achats, [Crédit à la consommation: le consommateur mieux protégé](#), April 2015.

¹⁷ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC

How to improve it?

Consumers should have access to alternative dispute resolution bodies specifically dealing with energy and covering the energy sector in its entirety (i.e. electricity, gas and district heating).

Among the different possible architectures, the ombudsman model presents several advantages.

First, the ombudsman can build their expertise in the sector. they can be more easily identifiable as a go-to point for consumers and traders when things go wrong.

Vis-à-vis traders and markets, ombudsmen may have a much more persuasive role, not limited to complaint handling also providing targeted and general recommendations. The experience of the French ombudsman is positive in this sense.¹⁸ Specialisation would also allow ombudsmen to map market tendencies and patterns through the complaints they receive.

Finally, ombudsman can play educational roles for markets. For example, the French energy ombudsman recently organised a workshop to accompany vulnerable consumers during the energy crisis.

4. Adequately assist consumers when their supplier goes bankrupt (Article 27)

The Electricity Directive foresees the possibility for Member States to appoint a Supplier of Last Resort, which takes charge of consumers when their supplier goes bankrupt. The numerous bankruptcies by suppliers have shown the limits of the current system, as the transition to a supplier of last resort was in some cases not managed in an orderly manner, leaving consumers worried that they may lose access to electricity.

In some countries, consumers received very limited information on what happened with their electricity supply, which supplier they were being assigned to and what were the next steps once their supplier went bankrupt.¹⁹

Case study

In 2021, 16 energy suppliers went bankrupt in Czech Republic, which affected 10% of the total energy customers in the country. There have been significant delays in assigning consumers to a new supplier because several refused to act as a supplier of last resort. When in the end the transition to a supplier of last resort took place, consumers saw their energy bills increasing by 4 or 5 times.¹

Read more: See ACER, [ACER's Final Assessment of the EU Wholesale Electricity Market Design, 2022](#).

¹⁸ See, for example, Mediateur de l'Énergie, [Les offres d'électricité à tarification dynamique](#), 2020.

¹⁹ See, for example, Citizens Advice, [Check who's taken over your energy supply](#), July 2022 and Citizens Advice, [Your energy supplier has gone bust](#), November 2021.

How to improve it?

The new Directive should make it mandatory for Member States to appoint a Supplier of Last Resort. This is already the case in many markets, for example in France, in Flanders and in Norway.²⁰

The Supplier of Last Resort should be required to contact customers within two weeks since when they were onboarded. Consumers should be contacted via post and should be sent an overview the key contractual conditions for electricity supply.

Should there be a deadline by which consumers need to mandatorily switch to a different tariff, this date should be included in a prominent manner and in bold or in a bigger font in the communication that is sent to consumers.

As Suppliers of Last Resort in many markets tends to be among the most expensive suppliers available, the communication sent to consumers should also include in a prominent manner the average rate available on the market at that moment, as well as a link to an independent comparison website ran by consumer organisations or by the energy regulator. This facilitates the process of identifying and switching to a more affordable tariff.

5. Ensure that consumers have access to easy-to-understand information on available contracts

5.1. Improve precontractual information so that consumers know what they are signing up for (Article 10.8)

An evident shortcoming that consumer organisations saw across all European markets during the ongoing crisis is that consumers saw their bills increasing while they did not think that this was even possible.

Many consumers were not aware that the contract they signed up for foresee electricity prices that were linked to wholesale prices. Many thought that the prices they were paying for electricity were fixed for the entire duration of the contract.

This is not new. Every year, Norwegian consumer organisation Forbrukerrådet (Norwegian Consumer Council) runs a survey tracking Norwegian consumers' experience with electricity markets.²¹ In 2021, when asked what kind of tariff was foreseen in their electricity contract, almost 70% of the respondents said that they did not know, or they mentioned tariff structures that were not available on the market. Similar results have constantly been registered in previous editions.

Similarly, a survey carried out by the Belgian National Regulatory Authority CREG showed that half of the consumers was not aware whether they had a fixed or variable priced contract and that one in two also felt not sufficiently informed about the difference between fixed and variable prices.²²

²⁰ See for example Ministère de la Transition Ecologique, [Fourniture d'énergie : le ministère a désigné des fournisseurs de secours en électricité pour assurer à titre transitoire la continuité d'approvisionnement des consommateurs en cas de défaillance d'un fournisseur](#), December 2021, and Le Soir, [Un deuxième fournisseur belge d'énergie demande la faillite](#), December 2021.

²¹ Forbrukerrådet, [Strøm og strømlieferandører – kunnskap, erfaringer og holdninger i befolkningen](#)16, April 2021

²² CREG, [Rapport relatif à l'enquête et l'étude sur le comportement des consommateurs résidentiels sur le marché de détail belge de l'électricité et du gaz naturel](#), June 2021.

Case studies

Dutch Spanish consumer organisation OCU reports that, following the introduction of a new tax in April 2022, most suppliers only feature vague information on the amount of this tax and on the impact on the price that consumers pay. OCU notes that only electricity supplier Octopus Energy advertises its tariffs with the full price of electricity, including this newly introduced tax. This is regrettable because the amount of this tax is extremely high, as for the month of July it was €0.12/kWh, which corresponds for example to 60% of the price for the energy component (hence excluding other taxes and network costs) foreseen by Octopus Energy's fixed price tariff (i.e. €0.223/kWh).

Read more: OCU, [Tarifas eléctricas baratas y que las compañías ocultan](#), August 2022

OCU also reported in May 2022 that electricity suppliers are increasingly offering variable price tariffs, linked to wholesale electricity prices. OCU analysed information provided on the website of 20 suppliers and found out that only 4 of them feature the exact formula used to calculate the price. The others either only include the exact formula in small prints of the contract, which is available for the consumer to consult on their websites, or do not include this information at all.

Read more: OCU, [Tarifas indexadas: ¿cuál es el precio de coste?](#), May 2022.

How to improve it?

Overview of key information on the offer

Ahead of signing the contract or of a contract renewal, consumers should be provided with an overview with key information on the offer. This overview should be written using a common terminology defined by national regulatory authorities, to ensure that consumers can easily compare the information on all available offers.

This is already a requirement in several countries, such as France, Spain, Portugal.

This overview should at least include the following information:

- (a) product name;
- (b) total price of electricity (including all cost components i.e. supply, distribution, taxes and levies) as well as the single unit price (including all charges and taxes);
- (c) in the case of contracts with retail prices tied to wholesale prices, the indexation formula and the market index to which the formula is linked (spot/forward) and where the consumer can follow the evolution of the price on these markets;
- (d) information on additional services (e.g. maintenance, insurance, energy efficiency measures), their price and the provider of these services, if different from the energy supplier;
- (e) contract duration and conditions for termination, including notice period and fees and penalties where relevant;
- (f) clear description of promotions and discounts, clearly specifying which are the conditions to benefit from them, (e.g. not switching before a certain date);
- (g) one-time payments where relevant, including activation fees and costs for the connection to the network (if applicable);
- (h) conditions for price or tariff changes during the contract;
- (i) payment frequency and method options;

- (j) supplier's contact details such as customer service's address, telephone number and email, including, where relevant, identification of any intermediary.

Unusual clauses including promotions, discounts, one-time payments, termination fees, additional services and conditions for tariff changes should be written in bold or highlighted in a bigger font.

Requirements on accessibility of the overview

Suppliers should be required to make sure that this overview is available in a prominent manner on their websites. They should also be required to provide this overview in paper format to those consumers who go to a physical shop to inquire about switching contract.

Comparison websites should include a link to this overview in a prominent manner, either in the search results page or in the page describing the offer.

5.2. Allow consumers to trial new offers to understand whether they are fit for their consumption patterns (Article 12)

The best way for consumers to understand whether electricity offers remunerating them for their flexibility are fit for their consumption patterns is to trial them.

However, termination fees are still a reality in some markets. This is a barrier preventing consumers to switch to these new offers because the penalty that consumers would need to pay if they discover that these are not right for them can be very high.

Future energy systems will benefit from consumers' flexible electricity consumption, as flexibility will reduce the need to reinforce electricity grids and will allow to integrate more variable renewable power generation.

As stimulating consumers' flexible electricity consumption is a policy objective for the European Union and Member States, it is detrimental that consumers trialling offers harnessing their flexibility may face termination fees if want to switch after discovering that these are not good for them.

How to improve it?

Consumers should be able to terminate any electricity supply contract, free of charge, within 14 days after the receipt of the first bill.

6. Ensure that consumers have easy access to comparison tools that they can trust (Article 14)

To effectively navigate increasingly complex energy markets, consumers need an easy access to tools that can guide them to the offer that is best for them. Comparison tools, if well designed, can help consumers access the information that they need to make their choices and, reducing their complexity, can help consumers be more active in energy markets. Therefore, they can be a tool for further promoting competition in energy markets.

The latest Electricity Directive introduced some welcome requirements for comparison tools. Member States should ensure that consumers have access to at least one independent comparison tool, using plain and unambiguous language, providing accurate and up-to-date information, accessible to persons with disabilities and treating consumers' data in line with the provisions in the General Data Protection Regulation.

Although these requirements represent an improvement compared to the previous Directive, there still are issues that need to be tackled. For example, one question that has not yet been addressed, is how to compare fixed price offers with offers whose price is not known in advance as it is tied to wholesale electricity prices.

How to improve it?

Coverage

Regulated comparison tools shall cover the entire market. This means that they should cover all kinds of offers, both fixed and time-differentiated (including dynamic electricity price offers), as well as aggregation offers.

Comparison tools should clearly communicate which providers they cover and why some providers are not featured. Should comparison tools feature offers exclusively available for their users, this should be clearly indicated.

Up-to-datedness

Suppliers make frequent changes to their offerings. As comparison tools can hardly keep track of these rapid developments, the Electricity Directive shall require suppliers to notify all changes to their offers to their National Regulatory Authority, or to a body appointed by it.

National Regulatory Authorities (or the appointed body) should be tasked to manage a database containing information of all offers that are available on the market, as well as offers that have been discontinued. The reason is that, when consumers rely on a comparison tool, they seek information on whether there are offers on the market that are better than their current offer. Hence, it is important that the database includes also discontinued offers, so that a consumer can compare offers that are currently available with their current offer, even if it was discontinued.

Comparison tools operators shall be required to use the information included in this database for performing the comparisons. Comparison tools operators shall be able to fetch this information free of charge from the database.

Suppliers shall notify any changes in their offers to the regulator (or to the body by it appointed) at the latest 24 hours after the changes take place. This will allow comparison tools operators to ensure that the information is always up-to-date.

Verifiability

Comparison tools should include a link to the websites of the providers concerned. This allows consumers to verify the information included in comparison tools, for those offers that are listed on the supplier's website

Accuracy

General recommendations

One of the most important ranking factors is the price. Hence it is essential that comparison tools include as much as possible the final price, inclusive of all charges, fees and taxes. Consumers should be given a clear overview of all the components that contribute to the formation of the final price.

In the case of non-dynamic tariffs, comparison tools should provide consumers a breakdown of the final price, which includes at the very least the prices linked to: (1) the energy component (2) network tariffs and (3) taxes and levies.

Recommendations on dynamic electricity price offers

As a result of the implementation of the Electricity Directive, dynamic electricity price offers are increasingly available across all European markets. In these offers, the energy component of the price is linked to wholesale electricity prices and generally changes every 60 minutes. Comparison tools should feature the formula that is used for the calculation of the final price. The mark-up applied by suppliers should be prominently displayed, as it is the component of the final price that is most likely to change among different dynamic price offers. In those markets in which dynamic price offers are available, they should also be featured in comparison tools, but in a separate category from non-dynamic ones as, due to their characteristics, these two types of offers are not comparable.

When they feature dynamic electricity price contracts, comparison tools should also reflect the best information available on future electricity prices and provide a possible price range so that consumers:

- 1) are able to compare dynamic price contracts among them and understand whether these would enable them to make savings compared to fixed price offers;
- 2) can easily understand the financial risks (if any) connected to these offers.

Recommendations on promotional offers

If promotions such as a discount or a cashback on the energy bill apply to some offers, it is essential that the comparison tool prominently provides consumers accurate information on the price that they will be charged after the promotion ends, so that consumers can better assess its implications. In particular, the comparison tool should include information on:

- 1) the date until when the promotion can be subscribed;
- 2) the conditions for being eligible for the discount;
- 3) the date until when the promotional price will apply to their bills;
- 4) an estimate of their monthly energy bills until the promotion lasts;
- 5) an estimate of their monthly energy bills after the end of the promotion, if the price after the promotion is already defined. If the price after the promotion is not known at the moment of the simulation, as it will be linked to a variable tariff, this should be explicitly stated;
- 6) termination fees (if any) applicable until the promotion lasts;
- 7) energy prices during and after the promotion.

Some suppliers offer energy supply contracts bundled with products, services and/or offers unrelated to energy. Sometimes these additional offers (e.g. a mobile phone subscription or a discount on a supermarket chain) may not be of interest for the consumer.

How to ensure that consumers receive information tailored to their needs

In these cases, due to the complexity and variety of these bundled offers, it may be difficult to include them in the comparison tool. Nevertheless, to the extent possible, comparison tools should include the fundamental features of these offers, services or goods bundled with the energy supply agreement.

Since consumers' energy bills depend on consumers' individual consumption, comparison tools should allow consumers to insert their annual energy consumption data. Comparison tools should also provide consumers the option to choose among a few different consumption profiles, in case they do not have information on their energy consumption at their disposal (for example, a household of two living in an apartment or a household of four living in a semi-detached house).

In those markets in which smart meters have already been rolled out and where this is technically possible, consumers should be able share data on their energy consumption recorded by their smart meter with comparison tools, as this will allow them to run a more accurate simulation of their energy bills. This will be increasingly important to support consumers' engagement with energy markets because of the increasing availability of dynamic price and aggregation offers. The implication of these offers is that the final price paid by the consumer does not depend only on the amount of energy used, but also on their consumption pattern, which makes the monthly bill simulation much more complex.

When consumers give consent to access their data to perform the comparison, comparison tools must respect the relevant rules in the General Data Protection Regulation, particularly as regards data minimisation, purpose limitation, storage limitation and data security among others.

Exhaustivity

How to best feature additional services and the quality of offers

A well-functioning comparison tool must clearly state for each offer the main terms of subscription, fees, special clauses and additional services. These include revision clauses, duration of the contract, termination conditions, payment options, availability of 24/7 support via a toll-free telephone number, average waiting times, whether consumers are required to also sign up for additional services on top of the energy supply service and whether this comes at an additional cost.

All information that is relevant for consumers' decisions should be presented in a comparable format for all offers, so that consumers can get an overview. This element is key, because if too much emphasis is put on prices, companies could be tempted to lower them in order to look more attractive on the website and worsening the other terms of subscription, which the consumer will become aware of only afterwards. To facilitate the assessment of the fairness of the offers, comparison tools should flag with a warning sign those contracts that have unusual, detrimental or risky features to consumers. Comparison tools should also make available to consumers a link to web pages including information on their own rights.

In addition, to help consumers assess the quality of the offers, comparison tools should include complaints statistics from the relevant ADR body and information from independent consumer experience measurements. For example, information such as results of customer satisfaction surveys, bill accuracy, bill clarity, effectiveness of complaints handling procedures and quality of the customer service, can greatly help consumer assess whether an offer and supplier is right for them.

How to ensure that consumers have clear information on the sustainability of offers

Since sustainability is becoming increasingly important for consumers, information on the sustainability of offers should also be provided by comparison tools. Only reliable green claims, pre-approved by National Regulatory Authorities or by another designated competent authority, should be featured in comparison websites.

In addition, the current regulatory framework on green offers should be improved. When consumers opt for a “green offer”, or offers defined with similar terms (such as eco-offer, eco-friendly offer), they expect that their decision has a positive impact on the environment. This is only the case if there is a direct link between consumers’ decision to subscribe the offer and the production of additional renewable energy, which goes beyond the suppliers’ business-as-usual. The horizontal and sector specific requirements in EU legislation that apply to green offers in energy should be strengthened to ensure that only offers linked to the production of additional renewable energy are labelled as “green”.²³

Independence

Cases may occur where there are common economic interests between the supplier of the comparison tool and specific vendors/suppliers to push consumers to act in a certain way. For instance, prices/tariffs could be ranked in a non-objective way based on commercial agreements with specific providers. These practices should be banned as the information provided would not be impartial.

If comparison tools feature adverts or sponsored offers, these should be clearly distinguishable from search results.

User-friendliness

The comparison tool’s user interface should clearly communicate to consumers its main features and its ability to perform comparisons. In this respect, it is essential that interfaces are user-friendly, and built in ways that are appealing for consumers and facilitate non-experienced users to interact with the website. An option to ensure that the interface is user friendly would be to test and collect feedback on the comparison tool from a representative number of consumers.

Consumers should be able to choose among a wide range of objective parameters which they can use to sort the results. The default sorting should be based on the price of the offers, as it is likely to be the most meaningful for consumers.

Accessible to all consumer segments

To ensure that they are accessible to all consumer segments, comparison tools should be designed in line with the WCAG standards (web content accessibility guidelines). Also, it is important to make comparative information available for consumers without internet access for free or at a minimal cost (printed version sent on request, by telephone, etc.).

Supervision

Energy regulators or other competent authorities should proactively monitor the respect of these conditions in order to enhance consumer trust in the information provided by comparison tools. In addition, comparison tools should also provide consumers and companies an effective procedure to report incorrect information on published offers.

²³ A positive example of a consumer-centric ranking of green offers, is the annual sustainability ranking of electricity offers developed by Consumentenbond. For further information, please see Consumentenbond, [De groenste energieleverancier](#), November 2020.

7. Ensure that consumers have access to a good standard of customer service (*Article 10.9*)

The Electricity Directive grants consumers the right to a good standard of service and complaint handling by their suppliers, which should handle complaints in a simple, fair and prompt manner. However, consumer organisations across Europe noted that this is not the case.

German consumer organisation vzbv reports that several consumers have been facing unresponsive customer centres in 2021. Some consumers unsuccessfully tried to reach to a telephone customer service for days, others received no responses to their e-mails.²⁴

In addition, some suppliers have started introducing chatbots to deal with customer complaints.²⁵ This practice raises serious concerns, as for example a recent survey by Dutch consumer organisation Consumentenbond showed that 78% of 10 000 consumers surveyed complain that chatbots do not provide full answers to their questions.²⁶

How to improve it?

Firstly, the Electricity Directive should specify that suppliers should always be required to provide consumers a hotline, where consumers can speak with a human being. This is important not only because chatbots do not provide service at a satisfactory quality, but more importantly because some consumers are not at ease with digital tools. Hence, the Electricity Directive should ensure that also those consumers, and not only the digitally literate, have the right to receive good customer service.

Suppliers can provide chatbots, but this service should come in addition to a hotline.

The Directive should also task National Regulatory Authorities to define what a good level of customer service is. This could be defined, among others, in terms of average waiting time on the hotline.

The Directive should also task National Regulatory Authorities to monitor the quality of service. National Regulatory Authorities should be required to test all suppliers' hotlines, by trying to reach out to them a number of times that allows them to acquire a large enough testing sample, to assess for example the average waiting times. The results of this monitoring should be made publicly available so that they can be integrated in comparison websites or can be used by consumer organisations in their publications.

ENDS

²⁴ Vzbv, [Energiepreiskrise: Aktuelle Probleme mit Kündigungen und Guthaben](#), April 2022

²⁵ See, for example, Enel, [Chatbot Enel Energia: le nuove frontiere nella cura dei clienti](#).

²⁶ Consumentenbond, [Consumenten niet tevreden over chatbots](#), March 2021

