



Fostering energy markets, empowering **consumers**.

Evaluation of Responses

Stakeholder comments on CEER's Draft Guide on Bundled Products

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EXECUTIVE SUMMARY

The Council of European Energy Regulators (CEER) appreciates and welcomes the comments and feedback received to its public consultation on its draft Guide on Bundled Products.

Partnership for the Enforcement of European Rights (PEER)

This consultation marks an important development of CEER's work as it is set in the framework of the Partnership for the Enforcement of European Rights (PEER). PEER seeks to enhance cross-sectoral regulatory cooperation at European level by bringing together interested authorities responsible for protecting and/or supporting Europe's consumers across a range of sectors including consumer protection authorities; data protection authorities; consumer bodies; ombudsmen; competition authorities; and sectoral regulatory authorities (e.g. energy, telecommunications, financial). The Council of European Energy Regulators (CEER) launched PEER on a pilot basis in 2017 (see the [PEER brochure](#)).

The PEER initiative launched by CEER and other interested authorities responds to the greater challenges for consumers in a world of multi-sector business products and services. Such innovative products offer advantages to consumers, such as lower prices and convenience, and consumer choice is driving this trend. CEER rightly identifies a growing market trend to which companies will increasingly respond.

CEER and PEER partners recognise as well the ever-increasing link between sectors and markets, and the importance of "interoperable" regulatory frameworks which can adapt to the blurring of market boundaries. With this in mind, we recall that a body of European horizontal and sectoral legislation addresses many of the issues identified in the Guide with a view to ensuring consumers are adequately protected:

- Directive (EU) 2019/944 of the European Parliament and of the Council on common rules for the internal market in electricity (recast)
- Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast)
- Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (recast)
- Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts
- Directive on representative actions for the protection of the collective interests of consumers
- Directive on better enforcement and modernisation of EU consumer protection rules – which covers a wide range of consumer protection measures, including unfair terms in consumer contracts, consumer protection in the indication of the prices of products offered to consumers, unfair business-to-consumer commercial practices and consumer rights.

PEER work on bundled products

Our PEER regulatory roundtable on bundled products (2 October 2017) brought together authorities and legal experts from several countries and sectors, revealing that consumer rights are less well protected with bundled products, and that bundles often give rise to an accumulation of problems. Regulators from different sectors shared case studies of bundled product challenges and regulatory solutions. Documenting such experiences (as we have done in our "[PEER Bundled Product Event Proceedings](#) (02/10/2017)") is helpful for other authorities as new challenges arise in the future.

As a follow up, the Council of European Energy Regulators (CEER) has led the preparation of a Bundled Products Guide, which was launched by CEER as a public consultation paper. This Guide benefits from the practical experience of many authorities, across different sectors, dealing with bundled product complaints.

Outcome of the public consultation

A total of 24 external stakeholders submitted their views on the draft Guide during the consultation process, of which 5 asked that their identity remain confidential. We received feedback generally on our initiative to develop a guide for regulators and companies on Bundled Products and on specific questions. Of these, 9 responses were submitted from public authorities and consumer organisations, while the remaining 15 were provided by energy suppliers and industry organisations. Overall, although there were detailed differences of views particularly among industry and consumers (or their representatives), respondents expressed strong support for CEER's Bundled Products Guide, for our high-level principles-based approach to bundled products, and for the 10 Principles for companies and the now 3 Principles for regulatory authorities. We welcome the suggestions made to strengthen these Principles.

CEER has reviewed its draft Bundled Product Guide to take into account suggestions made by stakeholders and has provided further clarification and detail on the Guide's recommendations. The final Bundled Product Guide also reflects recent developments at European level, including the revised legislative provisions for the energy sector (Clean Energy for All Europeans¹) adopted in May 2019, the new [European Electronic Communications Code \(EECC\)](#) which is currently being transposed into national laws, and for general consumer law (New Deal for Consumers²). It also benefits from insights from two PEER regulatory roundtables (October 2017 and November 2019) that brought together regulators from different sectors, ADR bodies and consumer rights enforcers; a meeting with the European associations of the consultation respondents; as well as national regulatory cooperation workshops on bundled products in Ireland, Portugal and the UK (Autumn 2019). The present evaluation of responses document accompanies the final Bundled Product Guide and provides CEER's considered reaction to the comments submitted during the public consultation.

¹ [Directive \(EU\) 2019/944 of the European Parliament and of the Council on common rules for the internal market in electricity](#)

² [Directive on representative actions for the protection of the collective interests of consumers](#)

[Directive on better enforcement and modernisation of EU consumer protection rules – which covers a wide range of consumer protection measures, including unfair terms in consumer contracts, consumer protection in the indication of the prices of products offered to consumers, unfair business-to-consumer commercial practices and consumer rights.](#)

1 Stakeholder feedback and comments

The public consultation on CEER's draft Guide on Bundled Products was launched on 19 September 2018. Reactions were sought, via an online questionnaire, by 14 November 2018.

In total, CEER received 24 responses from external stakeholders responses, of which 5 confidential. Within this total, 9 responses were submitted from public authorities and consumer organisations, while the remaining 15 were provided by energy suppliers and industry organisations. The comments were received from a variety of organisations (Annex 2). CEER appreciates the involvement and input from respondents.

The present Evaluation of Responses summarises the views expressed by respondents and presents the conclusions CEER draws from them.

CEER's final Guide on Bundled Products as well as the non-confidential responses to our online consultation are available on the CEER website. In line with our current practice, CEER will continue to provide opportunities for stakeholder contributions to our work via public consultations and events.

All information is available online on www.ceer.eu and is updated on a rolling basis.

2 General comments on the Draft Bundled Product Guide

In general,

- Respondents value that CEER has identified bundled products (where companies bundle or combine products and/or services within a sector or across several sectors) as growing in relevance in all markets and, increasingly, a consumer reality in different sectors. In the energy sector, this trend of more bundling is expected to continue.
- Respondents called for a definition of bundled products.
- Respondents recognise the increased challenges for consumers in a world of multi-sectoral business products and services.
- Respondents overwhelmingly support CEER's efforts to address bundled products, to help businesses improve the bundled products and services they offer so that customers who buy bundled products are equally as protected as those who buy individual products.
- Respondents welcomed our high-level principles-based approach to address bundled products and see our proposals as setting the right amount of prescription.

Question 1 – Do you agree in general with the 10 Principles proposed in our Draft Guide on Bundled Products for companies, and the 5 Principles proposed for regulatory authorities?

All 24 respondents provided general comments. Many provided detailed comments on each of the Principles proposed for companies and NRAs. Hence, these are addressed in the detailed table in Section 3 below, principle by principle, for the 10 Principles proposed for companies and the 5 proposed for regulatory authorities.

3 Detailed comments on the Principles for companies offering bundled products

The table below provides an overview of the comments received to the five public consultation question. In particular, it details the views received regarding the Principles proposed for companies and those proposed for regulatory authorities. CEER’s reaction and views on this input is included in the right-hand column of the table. As the Principles in the final Guide will be reorganised, reference to the Principles in the CEER position column refer to the new order and numbering.

	Public Consultation Question	Summary of Responses	CEER position
Q1	Do you agree in general with the 10 Principles proposed in our Draft Guide on Bundled Products for companies?		
	General comments	<p>All respondents expressed broad support for the Guide and its high-level approach.</p> <p>Respondents generally consider that the Guide should serve to deliver greater consumer protection whilst ensuring no restrictions to innovation and competition, which in turn delivers overall benefits to consumers.</p> <p>Several suppliers and industry organisations requested a more balanced presentation in the Guide of the benefits of bundled products and potential of tailoring services to consumers needs.</p> <p>One respondent noted that companies face an increasingly complex legal framework, as boundaries between markets</p>	<p>CEER appreciates the warm welcome from stakeholders for this initiative to provide high-level guidance on bundled products across various sectors.</p> <p>CEER notes the possible advantages, from a commercial perspective of bundling products, synergy effects in customer relations, increased efficiency and “cheaper” overall costs for the consumer.</p> <p>Nevertheless, as reported in academic literature on contractual law, bundling of products and services also raises a number of risks linked to:</p> <ul style="list-style-type: none"> • Purchase of unnecessary goods or services (e.g. “tying” or incentivisation of over-consumption) • Lack of price transparency

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		<p>become more blurry. The respondent underlined the need for regulators to cooperate more closely across sectors in order to set a framework that fosters innovation and market efficiency in a more holistic approach.</p> <p>Respondents welcomed the high-level nature of the recommendations and cautioned against additional binding regulations. They underline the importance of applying and enforcing a range of existing EU and national legislation on consumer protection and sectorial provisions (e.g. energy, financial services, insurance). In this sense, they suggested that the tone of the Guide refrain from using binding language like “must” and “shall”.</p>	<ul style="list-style-type: none"> • Uncertainty about applicable consumer law provisions • Avoidance of sector-specific consumer protection through cross-sectoral contracts • Accumulation of problems <p>We will include a fuller reflection of these two perspectives in the Guide.</p> <p>As noted by several respondents, different sectors may have different requirements in terms of consumer contractual rights, from the withdrawal period, to the alternative dispute resolution body, to information provision requirements.</p> <p>The CEER Guide aims to provide recommendations of good practice, for companies and regulators, to reduce these risks and enhance consumer confidence and protection when contracting bundled products.</p> <p>As a result of the consultation, and the reactions received, we will reorganise the 10 Principles to reflect transversal issues followed by specific aspects of the customer’s contractual experience. We will also include additional examples from different sectors to illustrate how the Principles can be applied in practice.</p> <p>CEER fully agrees that existing horizontal consumer protection regulation and requirements should apply to bundled product contracts and services.</p> <p>CEER recognises that some of elements of these Principles are drawn from existing regulations, not only</p>

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			<p>specific to energy. Indeed, many of the Principles developed in the Guide are inspired by this jurisprudence. CEER's Principles do not intend to duplicate or conflict with the existing body of law across the different sectors. Instead, we seek to raise awareness and encourage good behavior and policies, in terms of respecting the body of existing sectoral and horizontal consumer rights and protection legislation when offering bundled products.</p> <p>To reflect this approach, we will include a new Annex (3) in the Guide, with examples of EU legislation applicable to bundled products in various sectors.</p>
1	Simplicity	<p>Although quite a few stakeholders agreed with the concept of the simplicity Principle, it would be too far to say there was broad consensus with this Principle.</p> <p>There was agreement with the need for customers to have coherent and consistent information regarding bundled products. However, the theme of comparability provoked disagreement. Some stakeholders understood the importance, or desire, for comparability but felt that it was not realistic in practice. The call for easy comparability was deemed to not be target orientated or feasible. Furthermore, multiple stakeholders were concerned that striving towards comparability would result in a standardization of offers and therefore undermine the goal of bundled products 'to offer advantageous and tailored products'.</p>	<p>CEER welcomes the support for the importance of ensuring customers have access to information that is coherent and consistent and agrees this is of key importance.</p> <p>CEER understands stakeholders' concerns regarding comparability and will consider how to reflect these in the final Guide. CEER believes consumers still need to retain the ability to confidently compare products, but agrees guidelines should not limit the ability for products to be differentiated.</p> <p>We also recognise that comparison and consumer choice may consider other aspects beyond price, for example services, quality and contractual transparency. We will update the Principle on comparison tools to broaden its meaning (by removing reference to "price" comparison tools). We will also include references to</p>

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		<p>Instead, it was suggested that rather than calling for comparability the Principle should instead encourage ‘clarity of information to navigate the complexity’ and that terms and conditions should be transparent and easily understandable. The terminology should be consistent enabling the consumer to make an informed decision.</p> <p>These conditions would enable customers to consider different tariffs and make an informed decision, without having to sacrifice the variety and choice bundled products offer.</p> <p>One stakeholder, who agreed with the need for simplicity, suggested that the first step to achieving simplicity is a clear definition of what bundles are, especially with regard to the concepts of “essential”, “optional”, and “additional” services.</p> <p>Stakeholders agreed with the need for clarity of information around the contractual terms (second paragraph of the Principle) however the final point, suggesting ‘any update or change to the initial contract should be notified to the consumer at a minimum one-month in advance’, provoked concern/disagreement from multiple stakeholders.</p> <p>Many felt that putting a ‘1 month’ stipulation was contrary to the spirit of ‘Guidelines’ and would result in too burdensome regulation. Others felt that it should be amended so that companies only had to notify customers of any changes that were not neutral or beneficial to customers – this would prevent it becoming too burdensome for companies and</p>	<p>other relevance factors in a new section on “potential benefits of bundles” as well as in the transparency Principle (1). We will also reinforce our Principle on clear and understandable contract terms and conditions (3).</p> <p>CEER takes note of comments received regarding the need for a definition of bundled products, in order to facilitate understanding of their treatment and the application of these Guidelines. That being said, we also understand that the practice of offering bundled products is rapidly growing and evolving. We will reinforce the section on “what is a bundle”, to include a high-level definition as well as a non-exhaustive list of types of bundled products. We will also add a new Annex (5) with specific examples of bundled products offered across Europe.</p>

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		<p>confusing to consumers.</p> <p>It was also suggested an obligatory notification of changes could result in potentially positive changes being delayed.</p>	<p>CEER firmly believes that customers should be notified in advance of changes to their contractual conditions. Indeed, this Principle has been enshrined for the energy sector in the new EU-wide legal provisions of the ‘Clean Energy for all Europeans Package’ (Article 10(4) of the Electricity Directive (recast)). Specifically in the case of price changes, the Directive requires that energy suppliers notify consumers at least 1 month in advance. The EECG establishes a similar rule for the electronic communications sector requiring providers to notify end-users at least one month in advance of any change in the contractual conditions, and simultaneously inform them of their right to terminate the contract without incurring any further costs if they do not accept the new conditions.</p> <p>Given that there may be different timelines applied in various sectors for changes to contractual conditions, so we will remove the reference for a 1-month notification, but include a reference to the new provisions in the energy and communications sectors.</p>
2	Clear Liability Principles	<p>The liability Principle provoked contrasting reactions from stakeholders. Overall, stakeholders could understand why the Guide would want clear liability principles for bundled products. Some stakeholders, mostly consumer groups, felt it was imperative for a consumer to have clarity over who was the liable party in contract and supported the suggestion of a single liable party for the full bundle. However, many other stakeholders felt the Guide offered conflicting advice</p>	<p>CEER welcomes stakeholders’ support for consumers to have clear liability principles and understands that the current guidance lacks clarity over some of the detail. CEER will address this in the revision of the Guide.</p> <p>CEER understands the concerns raised and agrees that a predetermined liable party for the full bundle may have perverse consequences such as limiting a consumer’s access to the correct expertise or creating barriers to innovation. CEER will address these concerns in the</p>

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		<p>regarding points of contact and liability and needed to provide greater clarity on its position.</p> <p>Many stakeholders agreed there should be clear responsibility towards the customer but did not agree with the guidance to have a single responsible party, who carried all the liability. This was due to concerns over the feasibility of this; the barriers to entry it would create for smaller parties and because it may not be in the consumer's interest. To elaborate, for feasibility it was argued that having a single responsible party may not be legally possible under some countries legislation. Liability must be determined within the national framework of countries and that this made it unclear how ultimate liability could be predetermined.</p> <p>A concern shared by many stakeholders was that having to define one liable actor for a bundle could create a high barrier for entry for smaller players thus restricting the potential for innovation and competition.</p> <p>Regarding a consumer's interest, stakeholders were concerned that a single liable party may result in consumers having to deal with the 'wrong party' for the problem, who may lack the expertise to be able to help therefore leading to a 'ping-pong' effect.</p> <p>Stakeholders argued that rather than liability being attributed to a single party, it should be made clear to consumers at the outset who is liable and responsible for different parts of</p>	<p>revision of the Guide.</p> <p>CEER agrees with these priorities and will revise the draft to remove the onus on a single liable party and move towards clear liability principles that define the relevant parties.</p>

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		<p>the bundle. Consumers should have an understanding of who the counterpart for each part of the bundle is and what the roles and responsibilities of the parties involved are. Some stakeholders felt it was still possible to have a single point of contact alongside this, but with secondary contacts offered too.</p>	
3	Complaint Handling/single point of contact	<p>Respondents agreed that customers needed to be clear on who to contact in case of problems, but generally called for there to be flexibility on rules regarding points of contact. While for some bundles, a single point of contact could be the best approach, respondents highlighted that in other circumstances different arrangements might work better. Some suggested protection in relation to bundled products could be ensured best through robust contract design and information to consumers.</p> <p>Some respondents voiced strong support for a set approach that featured a single point of contact on the basis that it should not be up to consumers to identify what entity is at fault if they have a problem with a bundled service. One respondent said the energy supplier should be responsible for receiving the complaint from the consumer, and then for forwarding it on to the responsible entity.</p> <p>Respondents emphasized the need to be clear about legal liability in the single point of contact approach. Some respondents suggested that the single point of contact should also be the contractual partner for the bundle, while others just said it would need to be made clear whether the</p>	<p>The goal of CEER in setting out a series of Principles for companies and NRAs is to avoid making any prescriptive rules that could clash with the differing licence conditions or rules across different sectors and in different Member States.</p> <p>The Principle on liability makes it clear that while the consumer should not have to interact with different parties for different elements of a bundled product, such arrangements should also not limit the consumer's rights or oblige them to use a single point of contact.</p> <p>For the sake of clarity, CEER will change the wording for a "single point of contact" to a "primary contact point."</p> <p>The primary contact point would be responsible for responding to queries from consumers of bundles, either by addressing queries with in-house experts, or by referring queries to the bundle participants or external third parties best suited to respond. CEER will alter the text to make these two possible approaches clearer.</p> <p>The Principle on liability (4) emphasises the need to</p>

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		<p>single point of contact had contractual responsibility to the client, or just responsibility as an initial contact.</p> <p>In the case of a single point of contact, one respondent said the complaint handler also needs to be clear with the customer if they will also participate in an ADR procedure, and also suggested replacing the terminology “ombudsmen” with the term independent ADR given not all ADRs are also called ombudsmen.</p> <p>But most respondents called for flexibility in rules on points of contact on the basis that different arrangements could be more suitable for different circumstances. Several also raised the need for any rules to be consistent with existing national general complaint procedures and dispute resolution procedures in Member States.</p> <p>Respondents highlighted circumstances where a bundle included services that are highly specific and difficult to understand, like insurance. In those cases, they suggested a single point of contact might not have the necessary expertise, though others suggested in that case the single point of contact could forward questions related to the insurance service to the provider without extra hassle to the customer. One respondent suggested in the case of complex bundles that could lead to several claims, an alternative single point of contact could be a claims handler.</p> <p>Others suggested that while some customers might appreciate a single point of contact, others might actually prefer to have direct contact with the most competent party</p>	<p>ensure it is clear to the consumer, at all times, where liability lies. However, taking on the role of the primary contact point for a bundle does not mean taking on the full legal liability for the bundle.</p> <p>CEER will edit the wording in the Guide to make this clearer.</p> <p>CEER has also removed the term “ombudsman” from parts of the guidance in favor of “independent ADR” for clarity.</p>

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		<p>for a given issue. Instead of obliging a certain approach, roles and responsibilities of involved parties need to be clearly defined; terms and conditions need to be transparent; and it needs to be clear what party is responsible for any issue. Another respondent said in any case, arrangements should not limit the consumer's existing rights or require them to use a single point of contact in all cases.</p> <p>Respondents pointed out that having a single point of contact for a bundle could be complex from a liability perspective, especially given that in some legal systems it is not possible to have a subject responsible for a contract that it did not sign.</p> <p>Respondents said contact rules need to be clearly distinguished from legal liability; although a supplier may take on the role of single point of contact, the arrangement does not necessarily imply legal liability.</p>	
4	Transparency	<p>All respondents agree with the Principle of transparency. A number of respondents add that transparency is indeed key, or indeed the key Principle, and does not only entail price transparency, but also clear contractual relations, terms and conditions. And they need to be communicated in a transparent way.</p> <p>One respondent thinks that transparency in the case of bundled products should be more focused on their content than on their price.</p> <p>Another respondent warns that too much information is</p>	<p>CEER agrees that transparency is not just about the price, but also involves terms and conditions, the use of clear and understandable language and a design of offers, contracts and bills that contributes to the consumers' comprehension of the information. We will reinforce this Principle (1) and the general text of the Guide accordingly.</p> <p>We also agree that this transparency is the fundamental building block for all contacts with the consumers and for the recommendations contained in the Guide. We have therefore reorganised the order of the 10</p>

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		<p>disinformation and, instead of bringing added value to the consumer may instead be a source of confusion. Furthermore, a few respondents state that if the terms and conditions are clear and if customers know whom to contact in case of problems, there is no need to list all the partnerships and subcontracts. Indeed, these respondents note that there are certain services with many subcontract companies which may also change locally, and might have no impact on the consumers.</p> <p>One respondent adds that transparency requirements should not involve disclosure of commercially sensitive information, because this could hamper the competitive market to the disadvantage of consumers.</p> <p>Some respondents say there should be one price covering all the products and services included. Customers may be able to pick only the products and services they are interested in, but the sum of the prices may be higher than the bundled price when sold separately. Also, providing the customer with the price of every single component separately might actually not be in his/her interest, as it might not reflect the real price of the component bought individually.</p> <p>Indeed, one respondent clearly states that depending on the type of bundled products, it may not be possible to split the prices and to separate the various prices elements of the package.</p> <p>Some respondents add that comparing services on a like for</p>	<p>Principles to reflect their overarching importance from the general to the more specific.</p> <p>CEER also agrees that a consumer should not be overloaded with information since this has an adverse effect on transparency. CEER believes that terms and conditions should contain all essential information about the product or service and the companies directly involved with supplying the product or service. In any case, a consumer must know whom to contact in case of a problem (see also the Principle 9).</p> <p>CEER's view is that the disclosure of commercially sensitive information cannot be an excuse to leave out essential information about the product or service in offers or contracts.</p> <p>CEER agrees that the benefit of having a bundled offer may be lost when taking the offer apart into its separate components. However, if a consumer wishes to buy separate components the consumer should be notified about the price of those separate components.</p> <p>CEER agrees that companies should not be forced to sell components of a bundled offer individually. However, if this is not a possibility, the consumer should be notified before signing the contract.</p> <p>CEER agrees that the consumer should actively be informed about all essential information in a comprehensive and clear way, before he/she signs a contract. The Principles on transparency (1) and clear terms and conditions (3) reinforce the importance of</p>

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		<p>like basis will ultimately hamper innovation. Instead, a qualitative explanation could help the customer understand a given package without having to split out the cost of each element that is part of the offer. Companies should not be obliged to sell all the services included in a bundle individually. Freedom of contract should be respected.</p> <p>One respondent replied that the bundled product as well as the communication (letter, invoice, etc.) should list all of the bundled product details, lengths of the contract, terminating terms, contact details, etc.</p> <p>One respondent asks that they would be keen to understand what CEER would envisage suppliers having to provide evidence to show that the pricing decision on a bundle was not arbitrary.</p>	<p>clarity and completeness of information provided to consumers.</p> <p>The Guide does not demand that suppliers provide evidence, but it does promote honest and fair allocations of the components of the bundle: “should ensure that no arbitrary allocation of the price to individual elements of the bundle takes place.” CEER believes this is reasonable.</p>
5	Billing	<p>All respondents agree with the Principle on billing.</p> <p>One respondent adds that the basic rule should be that a bill – which covers the services used by a consumer over a given period - has to be paid in full.</p> <p>One respondent mentions that the bill should be related to the contract.</p> <p>Some respondents also state that the terminology used in a bundled product offer, contract and bill should be fully consistent.</p> <p>A number of respondents agree that there should ideally be one bill for bundled products. At the same time, if the terms and conditions are fully transparent and easily understandable by customers, regulation should not exclude</p>	<p>CEER agrees that, as a principle, a bill should be paid.</p> <p>However, circumstances may lead to a situation in which a consumer is unable to pay the bill. In those cases, a consumer should be given the opportunity to pay the component of the bundled that covers the essential service (e.g. energy or water), in order to avoid disconnections – see also the Principle on protecting essential services (10).</p> <p>CEER agrees that all tariffs, terminology and language used in the bill should be consistent with the offer and the contract. See also the Principles on transparency (1) and keeping it simple (2).</p> <p>CEER appreciates that a single bill for a bundle makes</p>

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		<p>the possibility of having several bills for bundled products. There might be cases where this would make more sense.</p> <p>Also, one respondent mentions that there should be caution against the idea that “no third party entity can be included”. In some Member States, e.g. Finland, suppliers are using back office service companies to print and send the bill. Consumers are not aware of it but this should not be excluded by the Guide.</p> <p>Another respondent answers that with regard to billing regulation, having to comply with different regulation for every product included in the bundle might make billing extremely complex both for firms and, more importantly, consumers. Billing regulation varies greatly across sectors, and so producing a single bill complying with all the legal requirements of every bundle component might be very costly for firms.</p> <p>Also, one respondent states that the legislation that applies in each Member State should be respected: bills should show any regulated component such as taxes and levies. However, as it may not be possible to split the various components of the price, it should not be an obligation to show the VAT on each element as long as the same VAT rate applies for the whole amount.</p> <p>Another respondent states that further legal provisions or recommendations for billing would hamper competition, as the design etc. of customer bills and billing information are also part of the competition. In addition, legislators should refrain from further provisions on the number and frequency</p>	<p>life earlier for consumers. Ideally providers should aim for having just one bill, recalling the Principles on transparency (1) and simplicity (2). CEER understands the complexity that may occur when having to combine different products into one bill. Here although in the draft Guide we strongly encouraged a single bill, in the final Guide, we will add that where a single bill is not possible, a single summary statement and/or a single portal will help consumers to find the different bills associated with their bundle</p> <p>In any case, it should be very clear from the beginning, in advance of signing the contract, how and by whom the consumer will be billed and who the consumer can contact in case of questions or complaints. We will update this Principle (7) on billing.</p> <p>CEER stresses the fact that for small businesses it is necessary to know VAT for the different components in order to properly deduct VAT.</p> <p>CEER believes that the design of a bill should be beneficial to the transparency of the bill. Using very small print, or a complicated lay-out clearly does not contribute to simplicity and comprehension of the bill. We will reinforce the importance of presenting information in a clear and understandable manner in the Principle on billing (7).</p>

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		of invoices etc.	
6	Payments for bundled-only products.	<p>Respondents agree with the Principle on payments.</p> <p>One respondent responded that the basic rule should be that a bill – which covers the services used by a consumer over a given period - has to be paid in full.</p> <p>Some respondents call for providers to offer customers the possibility to pay bundled services separately from the other components on the bill. It occurs that consumers are not satisfied with the bundled service and requested the cancellation of the service. However, the supplier did not respond to their request and continued charging for the bundle. Since consumers were charged for the energy supply via the same bill, they did not have the option not to pay for the bundle and feared disconnection.</p>	<p>CEER agrees that, as a principle, a bill should be paid.</p> <p>However, circumstances may lead to a situation in which a consumer is unable to pay the bill. In those cases a consumer should be able to be given the opportunity to pay the component of the bundled that covers the essential service, in order to avoid disconnections – see also the Principle on protecting essential services (10).</p>
7	Respecting good guidance principles for price comparison tools	<p>All respondents recognise the challenge of comparing bundled products, given their nature: they may have different product combinations, different contract durations, different non-monetary advantages, etc.</p> <p>Consumer representatives underline that in cases of bundles that include energy, the impact of the bundle on the energy part should be included (for example, a discount of 15% on energy price if the consumer subscribes to a 12-month maintenance plan service). They further note that bundled offers should be transparent and displayed in comparison tools in a way that allows consumers to make a well- founded choice.</p> <p>All industry respondents note that comparing bundled offers</p>	<p>As stated in the draft Guide, CEER agrees that the various configurations of bundles make it more difficult for consumers to compare offers on the market on a like-for-like basis.</p> <p>In keeping with Principles 1 and 3 on transparency and consumers' right to clear information about the contract conditions, CEER agrees on the importance of providing consumers with as much information as possible regarding bundled products, including in comparison tools.</p> <p>CEER notes that price is not the only comparison factor, as reflected in our 2017 updated Guidelines of Good Practice on Comparison Tool (Recommendation 6). We</p>

	Public Consultation Question	Summary of Responses	CEER position
		<p>exclusively on price could lead to companies developing “standard” offers and thus to stifling innovation. They caution against fully regulated and pre-defined comparability of bundled products, noting that there are other, more innovative ways, to compare, beyond price, like features, quality, value and convenience.</p> <p>Two respondents call on CEER to provide recommendations on how to display bundled products in a way that allows consumers to compare these offers in an objective and easily understandable way via comparison tools.</p> <p>Several respondents note that while the inclusion of a bundled products’ fundamental features is important, comparisons should be “to the extent possible.”</p> <p>One industry respondent states that comparison tools should provide complete and easy to understand terms and conditions for each bundled offer. Each feature has to be clearly defined.</p> <p>One industry respondent states that regulatory oversight is indeed crucial to guarantee that comparison tools comply with these Principles and verification should be carried out by a body that is structurally and financially independent from comparison tools. They supported the European Commission’s proposals for obligatory certification of comparison tools.</p>	<p>will update the name of this Principle (5) accordingly, removing the reference to price and clarifying the relevance of other factors as regards transparency to consumers, namely services, quality and contractual conditions.</p> <p>CEER appreciates the confidence expressed in its work and the call for us to develop recommendations on displaying bundled products in comparison tools. Given the many sectors, services and goods that might be involved, and noting the challenges identified on comparability of the different product combinations and features, CEER is hesitant about proposing a single solution. A degree of flexibility and adaptability must be ensured, to allow CEER will include an Annex (6) to the Guide with some examples of comparison tools which include information on bundled offers.</p> <p>CEER welcomes the respondent’s support for ensuring fair and accurate comparison tools. We note that, for the energy sector, the new provisions in Article 14 of the Electricity Directive 2019/944 (recast) should go some way to safeguarding the quality of comparison tools going forward.</p>
8	The right to information about the contract	All respondents recognize and underline the importance of providing consumers with transparent and understandable information on the terms and conditions of a bundled offer.	As noted for Principle 1 on transparency, CEER believes that terms and conditions should contain all essential information about the product or service and the companies directly involved with supplying the

	Public Consultation Question	Summary of Responses	CEER position
	conditions	<p>Respondents support the recommendation overall. One respondent points out that some of the recommendation is based on regulation that already exists, so it does not need to be a principle for energy sector in particular. They caution about the risk colliding with general consumer legislation in the future.</p> <p>Respondents further agree with the importance of ensuring that the terminology in the offer, contract and bill are fully consistent. Several respondents refer to the good example of the financial sector, where the Payment Accounts Directive (Article 3) provides for harmonized terminology and presentation format for the 10-20 most used services.</p> <p>a. Align duration of the elements of the bundled contracts</p> <p>Several consumer representative respondents state that all parties should align (not only “seek” to align) the duration of their bundle products and the conditions for termination.</p> <p>Several industry respondents agree that aligning duration conditions is desirable, but not always straightforward. They indicate that aligning conditions for termination may create issues – with different products subject to different legislation and regulatory frameworks.</p> <p>Meanwhile, one respondent states that alignment of contract duration will not contribute to better information and could diminish customer benefits. Another respondent believes that minimum terms may result in a barrier to switch since the bundled service implies that the consumer must keep the</p>	<p>product or service.</p> <p>CEER recognizes that some of the elements of this Principle are drawn from existing regulations, not only specific to energy. Indeed, many of the principles developed in the Guide are inspired by this jurisprudence. CEER’s principles do not intend to duplicate or conflict with the existing body of law across the different sectors. Instead, we seek to raise awareness and encourage good behavior and policies, in terms of respecting the body of existing sectoral and horizontal consumer rights and protection legislation when offering bundled products.</p> <p>CEER therefore agrees with respondents’ view that existing consumer protection regulations at EU and national levels should also apply to bundled products. We will reinforce this view in the Guide itself.</p> <p>a. Align duration of the elements of the bundled contracts</p> <p>CEER notes that when packaging different products and services, it may be more complex to align the duration of the offer, but on balance, believes that it is in the interest of the customer to simplify the terms and conditions of bundled offers to the greatest extent possible. Ensuring a single duration for the full package goes in this direction. Barring a full obligation of alignment, where there are differing durations these should be transparently communicated before signing</p>

	Public Consultation Question	Summary of Responses	CEER position
		<p>energy supply contracts for a minimum period.</p> <p>Two respondents state that any subscription to additional services/products offered by the supplier should not re-start the contract period of the initial contract unless customer explicitly consents.</p> <p>Two respondents recommend that a standardized summary of the contract would help consumers to easily understand what they sign up to.</p> <p>One respondent believes that cross sectoral cooperation is key to avoid multiple regulatory framework to comply with and reduce distortions.</p> <p>b. Align the conditions for termination of the different elements of the bundle.</p> <p>One respondent explains that in insurance legislation, the customer is required to respect specific deadlines for terminating the contract, and cannot terminate it “at any time”.</p> <p>Several consumer representative respondents call for consumers to be able to cancel/switch parts of the bundled contract, to prevent lock-in when one renewed service automatically renews other services.</p> <p>Several industry respondents agree that customers should be able to switch out or terminate whole bundled contract, but that they should only be able to keep part of bundle if the</p>	<p>the contract and before the expiry (and potential renewal) of the relevant components.</p> <p>CEER will refine its recommendation accordingly.</p> <p>b. Align the conditions for termination of the different elements of the bundle.</p> <p>CEER recommends that companies should seek to give the consumer the possibility to switch out of or terminate the whole bundled contract.</p> <p>However, many of the respondents have provided views on the possibility of switching out of <i>part</i> of a bundled contract.</p> <p>Given the responses received, and recognition by both industry and consumers that there may be some interest in such a possibility, CEER will include a new Principle on switching out of bundles (6).</p> <p>We will recommend allowing partial switching / termination, to the extent that the company offers this option. This option is related to the original point e) in the draft Guide (see below), regarding the price conditions.</p> <p>CEER agrees with respondents that the loss of a benefit, such as a discount, should not be considered a worsening of the price, but a natural consequence of terminating a bundle. CEER thus notes that price</p>

	Public Consultation Question	Summary of Responses	CEER position
		<p>company offers this option. This should not be a rule by default.</p> <p>Meanwhile, other industry respondents are critical of proposal for consumers to switch out of part of the bundle. They note that attractive prices in bundled offers come from synergies of the bundle, which are not available if individual components are phased out. They warn of possible “cherry-picking” of components in bundles and cannot support consumers’ being able to receive individual services as the bundled offer price is calculated based on synergies.</p> <p>One respondent states that the contract should make clear if customer can opt-out of one side of the products and what results would be for the other side of the product. This may vary depending on the types of products.</p> <p>c. Separate and prior notification of contractual renewal of the provision of optional or additional services</p> <p>d. Fee for early termination of a fixed-term contract</p> <p>Several consumer representative respondents believe that termination fees should be proportionate and reflect economic loss. They should be based on whichever amount is smaller: value of equipment investment or remainder of the service fee until end of contract. They specify that the</p>	<p>savings offered in bundled products may not be possible once a customer decides to switch out of part of a bundle. Similarly, a customer should not incur a penalty, or be charged, for services that have not been effectively rendered We will reflect these situations in the new Principle on switching (6).</p> <p>c. Separate and prior notification of contractual renewal of the provision of optional or additional services</p> <p>As explained above for the simplicity Principle, CEER firmly believes that customers should be notified in advance of changes to their contractual conditions. This should apply equally to any changes to bundled good and/or services. Indeed, this Principle has been enshrined for the energy sector in the new EU-wide legal provisions of the ‘Clean Energy for all Europeans Package’ (Article 10(4) of the Electricity Directive (recast). Specifically in the case of price changes, the Directive requires that energy suppliers notify consumers at least 1 month in advance. The EECC also provides for similar provisions in relation to the communications sector. Given that there may be different timelines applied in various sectors for changes to contractual conditions, so we will remove the reference for a 1-month notification, but include a reference to the new provisions in the energy and communications sectors.</p>

	Public Consultation Question	Summary of Responses	CEER position
		<p>burden of proof should be on the supplier.</p> <p>All respondents support the possibility of a termination fee. One respondent adds that it should be clearly communicated to the customer before signing contract and also stated transparently on the contract.</p> <p>e. Change of supplier leading to cessation of an “optional” or additional service</p> <p>Should have right to end only the optional/additional service after the fixed term contract period.</p> <p>One respondent agrees that the customer should not pay for services not used, although notes that some products are about access right (e.g. insurance services) rather than services rendered per se.</p> <p>f. Change of supplier without cessation of an “optional” or additional service</p> <p>One respondent agrees that there should be no penalty or worsening of the price. However, they clarify that the loss of a benefit, such as a discount, should not be considered a worsening of the price, but a natural consequence of terminating a bundle.</p> <p>Expressing a similar concern, another respondent warns that this Principle would not be reasonable, as bundles inherently offer an advantage/discount by grouping products</p>	<p>d. Fee for early termination of a fixed-term contract</p> <p>We take note of the respondents’ views regarding the possibility to apply termination fees, in a proportionate and cost reflective way. We will include this point under the new Principle on switching (6).</p> <p>e. Change of supplier leading to cessation of an “optional” or additional service</p> <p>As noted above, many respondents have provided views on the possibility of switching out of <i>part</i> of a bundled contract.</p> <p>Given the responses received, and recognition by both industry and consumers that there may be some interest in such a possibility, CEER will include a new Principle on switching out of bundles (6).</p> <p>CEER agrees with respondents that the loss of a benefit, such as a discount, should not be considered a worsening of the price, but a natural consequence of terminating a bundle. CEER thus notes that price savings offered in bundled products may not be possible once a customer decides to switch out of part of a bundle. Similarly, a customer should not incur a penalty, or be charged, for services that have not been effectively rendered. We will reflect these situations in the new Principle on switching (6).</p>

	Public Consultation Question	Summary of Responses	CEER position
		<p>over standalone products. If the products are split, it is natural that special conditions or discounts no longer apply. So long as the customer is informed and accepts the terms at the start of the contract, benefits can be removed if the customer cancels the bundle.</p>	<p>f. Change of supplier without cessation of an “optional” or additional service</p> <p>As explained above for point e), CEER agrees with respondents that the loss of a benefit, such as a discount, should not be considered a worsening of the price, but a natural consequence of terminating a bundle. We will reflect these situations in the new Principle on switching (6).</p>
9	No disconnection of essential services	<p>Several respondents underlined the importance of protecting consumers as regards essential services.</p> <p>They note that national rules on disconnection should apply irrespective of whether it is bundled or not. A sound regulatory framework should aim at protecting consumers while enabling suppliers to cover their costs.</p> <p>Others noted that customers need to be aware of what they are signing up to, in particular when committing to paying the associated costs. They note that customers should be encouraged to pay bill in full.</p> <p>In this regard, one respondent advocated for good customer information and transparent contract design.</p> <p>One respondent called for regulation not to incentivize debt accumulation, but create tools to prevent it. Another shared that in Germany there are extensive requirements related to potential disconnection that prevent customers from being disconnected without legal justification.</p>	<p>We take note of the comments received, which generally confirm that existing disconnection protection rules should apply also to bundled products.</p> <p>We recall our comments on the Principle on payments above:</p> <p>CEER agrees that, as a principle, a bill should be paid.</p> <p>However, circumstances may lead to a situation in which a consumer is unable to pay the bill. In those cases a consumer should be able to be given the opportunity to pay the component of the bundled that covers the essential service, in order to avoid disconnections – see also the Principle on payment methods (8).</p> <p>We will rephrase this Principle to make it consistent with the similar Principle for regulatory authorities and reflect application of existing rules and safeguards on disconnections.</p>

	Public Consultation Question	Summary of Responses	CEER position
10	No dispute resolution fee.	<p>All respondents agree with this Principle and underline that there should be no distinction between bundled products and individual products in this process. They emphasise that the Alternative Dispute Resolution (ADR) Directive 2013/11/EU provides the correct framework in this regard.</p> <p>One respondent noted that in terms of an alternative dispute resolution procedure, there may be a need for specialized ADR depending on the type of product.</p> <p>One respondent would welcome clarity on how dispute costs should be funded and who determines what should be covered.</p>	<p>Given the unanimous consensus on applying this Principle in line with the ADR Directive, we propose to remove this Principle, as there does not seem to be a need to reinforce best practices across sectors and in relation to bundled offers. We will instead include a separate Principle on switching out of bundled contracts, where we feel there is a greater need for clarity and recommendations.</p>

4 Detailed comments on the Principles for regulatory authorities

		Summary of Responses	CEER position
Q1	Do you agree in general with the 5 Principles proposed in our Draft Guide on Bundled Products for regulatory authorities?		
A	Establish rules in general consumer law governing bundled products across all sectors.	Respondents agreed with CEER's proposals.	To ensure uniformity of treatment of bundles across all sectors, CEER believes that the rules on bundles should be clearly established in general consumer law. Regulators working with consumer protection authorities should clarify and educate companies on the applicable rules in general consumer law (and on any sector-specific rules) on bundled products. This will be made clearer in Principle A.
B	Protect essential services.	Respondents agreed with CEER's proposals.	As this is covered in the Principles for Companies (Principle 10), it is not necessary to duplicate it here in the Principles for Regulators.
C	Strengthen the right to exit bundle products.	Respondents agreed with CEER's proposals.	As this is covered in the Principles for Companies (Principle 6), it is not necessary to duplicate it here in the Principles for Regulators.
D	Monitor	Respondents considers it important to track closely the bundling dynamic over time, which services are being purchased in a bundle, and which new bundles are emerging.	As a follow up, CEER commits to developing a set of bundled product indicators that energy regulators can use to collect data from energy companies on the evolution of bundles (penetration,

			<p>diversity etc.).</p> <p>Furthermore, CEER recommends that regulators (and the European Commission) periodically survey households to gain a better consumer perspective of bundles and how they manage bundles and whether</p>
E	Cooperate across sectors with relevant authorities.	Respondents agreed with CEER's proposals.	<p>Whenever there is a potential overlap of jurisdictions among sectoral regulators for various elements of a bundled product, CEER encourages the public authorities to establish mechanisms for cooperation enforcement. Examples are provided in the Guide such as a memorandum of understanding between regulators and other competent authorities to handle consumer complaints.</p> <p>CEER encourages further sharing of good practices among regulators on the PEER section of the CEER website https://www.ceer.eu/peer</p>

5 Other comments

		Summary of Responses	CEER position
Q2	Do you think our proposals make	The energy supplier/industry respondents welcomed CEER's high-level principle approach for companies and	CEER advocates for a horizontal approach to the treatment of bundles,

	<p>appropriate use of principles and adopt the right amount of prescription? Have we gone too far, or not far enough to protect consumers while allowing companies in various sectors to be innovative in the bundled products they offer?</p>	<p>found the balance in the Guide appropriate, but some found the tone too negative towards bundles and cautioned that some NRAs may take a more prescriptive approach. Hence one respondent encouraged an additional NRA principle of recognising the value of bundles for consumers so as not to inhibit the development of bundles. Another suggested that CEER analyse the barriers to bundles.</p> <p>Consumer bodies felt that the Guide does not go far enough – that the general consumer protections should not be replaced by companies innovating with new offers.</p> <p>Respondents felt that the balance is further ensured by periodical reviews to keep the Guide up to date with market developments.</p> <p>One asked for greater clarity e.g. would CEER’s Guide apply to a telecoms provider offering a bundled that includes energy?</p>	<p>grounded in EU and national consumer law rather than a sectoral approach so that the same principles/rules apply to all companies from all sectors offering bundled products. Hence, yes we would expect a telecoms provider of a bundled that includes energy to respect the Principles in this Guide. CEER hopes to increase awareness of this Guide through our efforts to co-operate with regulators from other sectors, competition authorities etc. through the Partnership for the Enforcement of European Rights (PEER) framework.</p> <p>We will include a new Annex of examples of EU legislation (in different sectors) applicable to bundled products.</p> <p>We will reiterate upfront in the Guide that the Principles in this Guide is intended for use by companies and regulators across any sector (not only energy) who offer bundled products (i.e. goods or services). The Principles presented in this Guide apply, irrespective of:</p> <ul style="list-style-type: none"> - The type and range of the bundling of services and goods within or across sectors - Whether the bundle is offered at time of sale or whether some goods and/or services are offered as “add-ons” or additional services at a later stage - Whether some goods and/or services have different weights
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			<p>or status</p> <ul style="list-style-type: none"> - Whether there is a single contract covering the full bundle or there are different service contracts with different parties - whether it is a tie-in (“take it or leave it” bundle) or whether the consumer can also buy the individual components of the bundle separately. <p>In terms of next steps, CEER invites companies (and their trade associations), regulators from different sectors (and their associations/agencies), consumer bodies/authorities and ADR entities:</p> <ul style="list-style-type: none"> - to consider how the Principles in his Guide apply to them, taking action where needed to better protect consumer who buy bundled products. - To join the organisations (listed in Annex 2 of this Guide) who support the Principles in this Bundled Products Guide. Should your organisation wish to be added to the list of supporters, contact the CEER Deputy Secretary General, Una Shortall una.shortall@ceer.eu.
Q3	Do you think there are any areas of particular risk to customers that are	The vast majority of respondents found the Guide comprehensive and saw no further areas of risk. Others identified the following potential risks:	We will include a general definition of bundled products in the Final Guide, a table of typical bundles in different sectors including cross-sectoral bundles

	not already addressed in this draft Guide on Bundled Products?	<ul style="list-style-type: none"> - [2] respondents recommended a definition of Bundled Products in the Guide. - [1] respondent called for the consumer to have a right to end the optional/additional service after a fixed term, and a definition of Bundled Products in the Guide. - Companies offering bundles should have adequate human resources for complaint handling all aspects of the bundle. - There should be consideration of where the contract is made (e.g. by telemarketing). 	and a new Annex (5) of examples of actual bundles currently on offer in different sectors (including cross-sectoral bundles) in Europe.
Q4	Do you agree with the proposal that there be a single point of contact so as to avoid ping-pong in the case of a customer having a problem with the bundled product? If not, what workable alternatives do you suggest?	No specific comments received.	
Q5	Can you provide best practice cases of regulatory treatment of bundled products?	No specific comments received.	

6 Conclusions

CEER appreciates and welcomes the valuable feedback and comments received on CEER's Draft Guide for Bundled Products.

Generally, respondents showed strong support for the Guide and provided some helpful suggestions. The final Guide (November 2019) benefits also from input received during a stakeholder meeting with the EU associations that participated in public consultation (10 April 2019) and dialogue with fellow sectoral regulatory bodies at national level (e.g. Sweden), discussions with the European Commission, as well as national regulatory cooperation workshops on bundled products in Ireland, Portugal and the UK (Autumn 2019). Our thanks to these national bodies in Ireland, Portugal and the UK for their constructive dialogue on their approaches to Bundled Products and for identifying areas of improvement before publication of the Guide in November 2019.

Our views on the specific comments received are reflected in the table above, but overall, stakeholders strongly supported CEER's Partnership for the Enforcement of European Rights (PEER) initiative, and this Bundled Products Guide, the Principles therein that apply to companies who sell bundled products and to the regulatory authorities who seek to protect consumers who buy bundled products.

Annex 1 – About CEER

The Council of European Energy Regulators (CEER) is the voice of Europe's national regulators of electricity and gas at EU and international level. CEER's members and observers (from 37 European countries) are the statutory bodies responsible for energy regulation at national level.

One of CEER's key objectives is to facilitate the creation of a single, competitive, efficient and sustainable EU internal energy market that works in the public interest. CEER actively promotes an investment-friendly and harmonised regulatory environment, and consistent application of existing EU legislation. Moreover, CEER champions consumer issues in our belief that a competitive and secure EU single energy market is not a goal in itself but should deliver benefits for energy consumers.

CEER, based in Brussels, deals with a broad range of energy issues including retail markets and consumers; distribution networks; smart grids; flexibility; sustainability; and international cooperation. European energy regulators are committed to a holistic approach to energy regulation in Europe. Through CEER, NRAs cooperate and develop common position papers, advice and forward-thinking recommendations to improve the electricity and gas markets for the benefit of consumers and businesses.

The work of CEER is structured with a number of working groups and work streams, composed of staff members of the national energy regulatory authorities, and supported by the CEER Secretariat. This report was prepared by the CEER Work Programme Drafting Committee.

More information at www.ceer.eu.

Annex 2 – List of external stakeholders who responded (non-confidential responses)

In total, 24 responses from external stakeholders were received, of which 5 confidential. Within this total, 8 responses were submitted from public authorities and consumer organisations, while the remaining 15 provided by energy suppliers and industry organisations.

Public authorities and consumer organisations				Energy suppliers/market actors and industry organisations			
1	Sdružení obrany spotřebitelů - Asociace, z.s. (SOS Asociace)	Consumer organisation	CZ	10	Eurogas	Industry organisation	EU
2	Federal Ministry of Labour, Social Affairs, Health and Consumer Protection	Public authority	AT	11	Eurelectric	Industry organisation	EU
3	Finnish competition and Consumer Authority (KKV)	Public authority	FI	12	Enel SpA	Energy supplier	IT
4	The European Consumer Organisation (BEUC)	Consumer organisation	EU	13	Edison SpA	Energy supplier	IT
5	Consumers Protection Center (KEPKA)	Consumer organisation	EL	14	EDF	Energy supplier	FR
6	Portuguese Association for Consumers Protection (DECO)	Consumer organisation	PT	15	Axpo Italia	Energy supplier	IT
7	Professor Reter Rott	Academic	DE	16	BDEW	Industry organisation	DE
8	Confidential			17	BNE	Industry organisation	DE
9	Confidential			18	IBERDROLA	Energy supplier	ES

				19	ENBW	Energy supplier	DE
				20	European Energy Retailers	Industry organisation	EU
				21	AIGET	Industry organisation	IT
				22	Fortum	Energy supplier	FI
				23	Confidential		
				24	Confidential		