

# CEER

**Council of European  
Energy Regulators**



Fostering energy markets, empowering **consumers**.

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**CEER**

## **Guide on Bundled Products**

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## INFORMATION PAGE

### Abstract

In recent years, consumers are increasingly purchasing so-called “bundled products” (also known as combined, optional or additional services). Businesses are marketing packages of combined goods and/or services within a sector, for example broadband bundles (e.g. internet + fixed telephone + TV + mobile telephony services) or products bundled across multiple sectors (e.g. energy + household insurance; banking + travel insurance; credit cards + travel; or other combinations). The potential complexity, and multi-sectoral nature, of such products raises the question of how to help consumers make better choices when faced with complex products and markets.

On 19 September 2018, CEER launched an 8-week public consultation on a Draft Guide on Bundled Products (C18-CRM-PEER-07-06) and met with respondents (10 April 2019). Non-confidential responses and our Evaluation of Responses are available on the CEER website.

This Guide promotes a consistent framework for the treatment of bundled products in Europe across various sectors. To better protect consumers who choose bundled products, this Guide outlines out two sets of Principles:

#### **10 Principles for companies offering bundled products**

- Ensure transparency
- Keep it simple
- Communicate clear and understandable contract terms and conditions
- Apply clear liability principles where there are multiple parties/contracts involved in the bundled product
- Price comparison tools should endeavour to reflect features of all components in a bundle
- Allow customers the possibility to switch out of a bundle
- Have a single bill or a single summary statement and/or a single portal for consumers to find the different bills associated with their bundle
- Make clear the choice of payment methods for bundled-only products
- Signpost the responsible (in-house or external) complaint handler
- Protect essential services

#### **3 Principles for regulators overseeing and regulating sectors with bundled products**

- Clarify and educate companies on the applicable rules and obligations applicable to bundles in general consumer law and in sectoral rules
- Monitor bundled products
- Cooperate across sectors with relevant authorities

This Bundled Products 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:

- 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 or status
- 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.

### **Regulatory Cooperation in relation to Bundled Products**

CEER has carried out this work under the Partnership for the Enforcement of European Rights (PEER) framework of working closely with regulators from different sectors and consumer rights enforcers (see Annex 1).

The process of developing this Guide brought together regulators from different sectors (rail, financial services, broadcasting, telecommunications, energy etc.), consumer bodies, ADR bodies at both national and EU level to cooperate for the enforcement of consumer rights in relation to bundled products.

### **Next Steps**

**CEER** commits to:

- Keeping the Guide under review to assess whether it needs updating.
- Developing a set of common bundled product indicators that energy regulators can use to collect data from energy companies on the evolution of bundles (penetration, diversity, etc.).

**Companies** (and their trade associations), **regulators from different sectors** (and their associations/agencies), **consumer bodies/authorities** and **ADR entities**:

- should consider how the Principles in his Guide apply to them, taking action where needed to better protect consumer who buy bundled products.
- are invited 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](mailto:una.shortall@ceer.eu).

CEER recommends that the **European Commission** and **regulators/consumer protection authorities** should

- periodically survey households to gain a better consumer perspective of bundles and whether they are benefitting from bundled packages.

### **Target Audience**

Companies (in any sector) or intermediaries (e.g. aggregators) who offer or are thinking of offering bundled products, customers who buy bundled products, price comparison website operators, consumer protection authorities, data protection authorities, consumer representative groups, sectoral regulators (e.g. telecommunications, energy, rail, water, financial), Alternative Dispute Resolution (ADR) entities, competition authorities, Member States, academics and other interested parties. This Guide should also be of interest to trade bodies or the European associations of these companies or bodies and of organisations that represent consumers.

## Table of Contents

<b>1</b>	<b>Introduction .....</b>	<b>5</b>
<b>1.1</b>	<b>Background .....</b>	<b>5</b>
<b>1.2</b>	<b>What is a bundle?.....</b>	<b>5</b>
<b>1.3</b>	<b>Potential Benefits of Bundles .....</b>	<b>7</b>
<b>1.4</b>	<b>Potential Risks of Bundles .....</b>	<b>7</b>
<b>1.5</b>	<b>Objective of this Guide .....</b>	<b>8</b>
<b>1.6</b>	<b>Feedback from our public consultation process .....</b>	<b>9</b>
<b>1.7</b>	<b>Cross-sectoral collaboration at national and European level on Bundled Products ..</b>	<b>10</b>
<b>2</b>	<b>Principles for companies offering bundled products .....</b>	<b>13</b>
<b>2.1</b>	<b>Ensure transparency.....</b>	<b>13</b>
<b>2.2</b>	<b>Keep it simple.....</b>	<b>14</b>
<b>2.3</b>	<b>Communicate clear and understandable contract terms and conditions .....</b>	<b>15</b>
<b>2.4</b>	<b>Apply clear liability principles where there are multiple parties/contracts involved in the bundled product .....</b>	<b>16</b>
<b>2.5</b>	<b>Comparison tools should endeavour to reflect features of all bundle components ...</b>	<b>17</b>
<b>2.6</b>	<b>Allow customers the possibility to switch out of a bundle .....</b>	<b>18</b>
<b>2.7</b>	<b>Have a single summary statement and/or single portal for consumers to find the different bills associated with their bundles.....</b>	<b>20</b>
<b>2.8</b>	<b>Make clear the choice of payment methods for bundled-only products .....</b>	<b>21</b>
<b>2.9</b>	<b>Signpost the responsible (in-house or external) complaint handler .....</b>	<b>21</b>
<b>2.10</b>	<b>Protect essential services .....</b>	<b>22</b>
<b>3</b>	<b>Principles for regulators overseeing and regulating sectors with bundled products.</b>	<b>23</b>
<b>A.</b>	<b>Clarify and educate companies on the rules and obligations applicable to bundles in general consumer law and in sectoral rules .....</b>	<b>23</b>
<b>B.</b>	<b>Monitor .....</b>	<b>25</b>
<b>C.</b>	<b>Cooperate across sectors with relevant authorities .....</b>	<b>26</b>
	<b>Annex 1 – The Partnership for the Enforcement of European Rights .....</b>	<b>29</b>
	<b>Annex 2 – Organisations supporting the Guide on Bundled Products.....</b>	<b>30</b>
	<b>Annex 3 – About CEER.....</b>	<b>31</b>
	<b>Annex 4 – Examples of EU legislation applicable to bundled products in various sectors ..</b>	<b>32</b>
	<b>Annex 5 – Examples of Bundles in Europe.....</b>	<b>38</b>
	<b>Annex 6 – Comparison tools that include bundled offers.....</b>	<b>43</b>

## 1 Introduction

### 1.1 Background

In recent years and across a growing number of sectors, consumers are increasingly purchasing so-called “bundled products” (also known as combined, optional or additional services, or cross-selling). Businesses are marketing packages of combined goods and/or services within a sector, for example broadband bundles (e.g. internet + fixed telephone +TV + mobile telephony services; or dual fuel electricity + gas supply +/- district heating; or electricity + electric vehicle charging), or products bundled across multiple sectors (e.g. energy + home security +/- monitoring the elderly; banking + travel insurance; or other combinations).

### 1.2 What is a bundle?

The shape that bundled goods or services can take depends very much on the individual sectors and providers involved. Generally speaking, bundling refers to the practice of offering goods and/or services, which might be sold separately, under a combined package.

Defining bundles raises all sorts of complex issues such as:

- Which goods/services to include in the bundle(s);
- Whether there is a need for a single offer or a single price or a single invoice; and
- Which providers (and sectoral market and consumer rules) are involved.

With that in mind, **Table 1 below provides a non-exhaustive list (for illustrative purposes only) of typical types of bundles currently on offer across Europe, within and across sectors, and for which the Principles in this Guide apply.**

For specific examples of bundles on offer by companies, see Annex 5. Many of these bundles are cross-sectoral and contain at least one energy-related element, but in many places bundles within a single sector are more common (e.g. telecommunications bundles).

Sector (single/cross-sectoral)	Sample Bundle
Energy <sup>1</sup> + other	Electricity supply + gas supply (dual fuel) Electricity supply + appliance/equipment maintenance Electricity supply + electric mobility/solar panels Energy + life-style services e.g. babysitting, food delivery Energy + (house/emergency services/other) insurance
Telecommunications <sup>2</sup> + other	Fixed broadband + fixed phone Fixed broadband + pay TV Mobile broadband + mobile voice phone Fixed broadband + fixed phone + pay TV Fixed internet access + anti-virus + anti-spam protection Telecommunication services + content services e.g. Spotify, Netflix, social network (normally with separate contracts with the telecoms provider and the provider of the content service) Electronic Communication Services (ECS) + cloud computing ECS + hire purchase agreements for equipment such as tablets or TVs (normally with separate contracts but the conditions for subscribing to the hire purchase agreement are dependent on subscribing to the ECS tariff plan)
Multi-utility (e.g. energy + telecommunications)	Fixed broadband + fixed (home/landline) phone + mobile (voice) phone + electricity + gas Electricity + gas + waste disposal
Travel	Flight + hotel + insurance Flight + car rental Flight + hotel + excursions
Financial services	Insurance packages e.g. house (building + content) + pet + travel + mobile phone insurance + others (e.g. trustee insurance/emergency services) Mortgage + house (building + contents) insurance Deposit/current account + bill pay + credit card + over draft (loan)

Table 1: Illustrative examples of bundles currently on offer in Europe

Different types of bundles can be observed across sectors and across European countries. Furthermore, bundled offers can have two or more combined services: double-play, when two services are jointly offered or multiple-play bundles with 3 or more services (fixed and/or mobile

<sup>1</sup> The [European Commission's consumer study on "Precontractual information and billing in the energy market – improved clarity and comparability" \(July 2018\)](#) looked at the type and prevalence of bundled offers as gauged from a sample of energy supplier websites in 30 countries. The study found that the number of bundled services offered by the energy suppliers in their sample varied between 0 (in 14 countries) and 19 (Ireland) offers/products. For the purposes of the study, bundled services/offers were defined as *"an offer that included different types of services, which may include both gas and electricity offers, and/or other unrelated services."*

<sup>2</sup> The [BEREC Indicators on Bundles paper \(2015\)](#) found 13 combinations of bundles (ref. BoR (15) 77). Under the (2018) [European Electronic Communications Code \(ECCS\) Directive](#), a bundled offer should be considered to exist in situations "where the elements of the bundle are provided or sold by the same provider under the same or a closely related or linked contract."

services). In telecoms, in many European countries 4- play and 5- play bundles (that combine fixed and mobile services such as broadband, telephony and pay TV) are becoming the most common form of contract.

**For the purposes of this guide, temporary benefits such as discounts or promotional gifts are not considered to be a bundle.** According to BEREC (2015)<sup>3</sup>, bundled products offer ‘permanent beneficial conditions to consumers’ for the duration of the contract. Hence, discounts, gifts or temporary discounts or promotions should not be considered as beneficial conditions as they are not considered permanent. That being said and as noted by BEREC, permanent beneficial conditions may include discounts (e.g. a single discounted “pack” price or a discount that applies to a certain service conditional to the purchase of another service) and/or non-monetary benefits (e.g. enhanced data consumption allowances).

However, CEER further considers that gifts and temporary discounts, or discounts that apply to products or services which consumers can *choose* to take advantage of on an *ad-hoc basic*, should not be regarded as permanent beneficial conditions<sup>4</sup>. Nevertheless, many of the Principles in the Guide, such as “Transparency is Key” and to “Keep it Simple” would still be appropriate to uphold when applying any temporary benefits.

### 1.3 Potential Benefits of Bundles

Such bundling of goods and services allows companies to offer consumers innovative solutions to manage their various consumer needs and is a way to offer consumers potential benefits and added value, be it in terms of overall price, choice, convenience or simplicity. For companies, marketing bundled products offers the possibility to create economies of scope and operational cost savings, to distinguish themselves from their competitors and attract consumer interest and to develop diversified business models in an increasingly interlinked economy.

### 1.4 Potential Risks of Bundles

Whilst bundled offers may present new solutions and potential benefits for consumers and companies, their design is more complex and sophisticated, in particular when they cover multiple sectors and providers. By their very nature, packaging several goods and/or services into a single bundled may raise doubts and uncertainty for consumers in terms of their rights and protection:

- Who do I contact when one of the bundled products does not work?
- Can I change one element within a bundled package, and switch to another provider?
- Who manages and resolves my complaint?
- With whom is my contract - one or multiple companies?

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<sup>3</sup> [BEREC Indicators on Bundles paper \(2015\)](#) - “It could be considered that in a bundle the offer has to be subscribed under specific and permanent beneficial conditions (to consumers) that cannot be obtained by adding single play offers together (not necessarily a price discount).”

<sup>4</sup> By way of example, this CEER Guide considers that if an electricity customer gets a fuel (or shopping) discount credited to a loyalty card each time they refuel (or shop) at a partner company, for as long as the customer stays with that electricity contract, these elective benefits are not binding on the consumer and hence do not constitute a “permanent beneficial condition”. Even though there is an ongoing benefit with the discount, the consumer still has a choice of where to shop – they are not obliged in any way but have a choice of benefiting from a discount.

- To which public authority do I turn when I have a problem (the regulator - which one?; the ombudsman; or the consumer protection authority)?

This nature of bundling goes to the heart of some of the challenges which inspired the preparation of this Guide. For example, the various bundled configurations which can be marketed make it more difficult for consumers easily to compare offers on the market on a like-for-like or price basis. This same heterogeneity also makes it more difficult to establish a comprehensive definition of bundling, as illustrated in Table 1. Furthermore, the various combinations of bundled products, which are often not individually tailored but are pre-set (ready-made) marketed packages, may also create the risk of consumer lock-in and possible impacts on competition in the individual sectors.

Indeed, with the increased penetration of bundles, as witnessed in the telecoms sector, the effects on consumer welfare and marketing are now starting to be examined in economics literature<sup>5</sup>. EU competition law prohibits dominant firms from using bundled products (or tie-ins) to foreclose a market. Whether bundles (in general) are good or bad for consumers is outside the scope of this paper. What is clear is that bundles are here to stay. What is also clear is that bundles make it more difficult for consumers to compare offers and to understand their contractual rights and obligations. This is particularly true when there are several suppliers working together to offer a bundle, and may result in the consumer having several different contracts for the bundle. This raises the question of how to help consumers make better choices when faced with complex combinations of products and markets.

Currently, there is a shortage of guidance for national regulatory authorities (NRAs), Alternative Dispute Resolution (ADR) bodies and companies on how best to treat bundled products. The European Commission's Explanatory Guidelines on general consumer law do not make any explicit reference to bundles. In terms of sector specific legislation, the European Commission's "Clean Energy for All" legislative Package adopted in May 2019 refer to bundles in the context of consumers basic contractual rights (Art. 10 of the recast Electricity Directive), minimum information requirements (Annex 1 of the recast Electricity Directive) and alternative dispute resolution mechanisms (Art. 26 of the recast Electricity Directive). Meanwhile, sectoral legislation in the financial and telecommunications sectors address, among other things, contract duration and termination rules for bundled goods and services, as well as information requirements and the possibility for selling package components separately (see Annex 4 on EU legislation applicable to bundled products).

## 1.5 Objective of this Guide

The Guide on Bundled Products aims to make life simpler for consumers who buy bundled products. Inspired by a realisation of the growing trend in bundled services in the energy sector and noting their prevalence in the telecoms sector, the Guide presents a series of Principles for companies and for national regulatory authorities (NRAs) responsible for overseeing increasingly interlinked markets.

Rather than recommending prescriptive obligations on companies (which is impractical given differing licence conditions from country to country and product to product), this Guide develops a set of Principles that encourage companies to reach better outcomes for consumers. It also promotes a consistent framework for the treatment of bundled products in all EU Member States across various

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<sup>5</sup> [Burnett's \(2014\)](#) analysis of the impact of service bundling on consumer switching behaviour, based on evidence from UK telecoms markets, finds that consumers who opt for bundles become significantly less likely to switch provider.



sectors, by setting out principles that can be adopted by companies and NRAs to better protect consumers who choose bundled products. The document includes some examples throughout the document to illustrate how the Principles could be implemented in practice.

The Principles presented in this Guide apply, irrespective of:

- (a) the type and range of the bundling of services and goods within or across sectors
- (b) 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
- (c) whether some goods and/or services have different weights or status (e.g. there may be a main product to which some additional good/services are attached)
- (d) whether there is a single or multiple contract(s) covering the bundle
- (e) 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.

The Guide will be periodically reviewed and updated, as appropriate.

## 1.6 Feedback from our public consultation process

The European Commission’s [2017 Citizen Energy Forum Conclusions](#) called “*for strong provisions on bundled offers and on regulators to monitor the development of those offers, inter alia to ensure that they do not represent a barrier to switching*”. In response and building on our (October 2017) PEER work on bundles, CEER launched a public consultation on a draft Bundled Product Guide for the 2018 Citizens’ Energy Forum. The [10<sup>th</sup> Citizens’ Energy Forum \(September 2018\)](#) welcomed progress towards the adoption of the “New Deal for Consumers” legislative proposals and underlined the importance that consumer protection rules be “*modernised in line with market developments, especially of the digital economy, new business models and bundled products*”.

In addition to an online public consultation, we organised a stakeholder meeting with the EU associations that participated in public consultation (10 April 2019) and engaged in bilateral dialogue with fellow sectoral regulatory bodies at national level (e.g. Sweden) and in discussions with the European Commission.

The accompanying “Evaluation of Responses” document (Ref: C19-CRM-07-06a) provides a detailed summary and assessment of the feedback received during the 8-week consultation period (19 September to 14 November 2018). CEER received 24 responses from stakeholders. CEER thanks respondents for their reactions and suggestions (available on the [CEER website](#)). As explained more fully in the Evaluation of Responses paper, the consultation revealed the following:

- Respondents value that CEER has identified bundled products 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 overwhelmingly supported CEER’s efforts to address bundled products and this Guide which seeks to help businesses improve the bundled goods and services they offer so that customers who buy bundled products are equally as protected as those who buy individual products.
- Respondents recognised the increased challenges for consumers in a world of multi-sectoral business goods and services.
- Respondents welcomed our high-level principles-based approach to address bundled

- products and see our proposals as setting the right amount of prescription.
- Respondents recognised and underlined the importance of respecting the body of existing sectoral and horizontal consumer rights and protection legislation when offering bundled products.

## 1.7 Cross-sectoral collaboration at national and European level on Bundled Products

The [2018 Citizens' Energy Forum Conclusions](#) stress “*the need for greater regulatory oversight and cooperation amongst regulators for new models and solutions, such as dynamic pricing and bundled offers, which often are cross-sectorial in nature.*” The Guide was developed by CEER in the framework of the Partnership for the Enforcement of European Rights (PEER) and serves as an example of cross-agency regulatory cooperation on a cross-sectoral topic. PEER seeks to enhance cross-sectoral regulatory cooperation at European level (see Annex 1). Hence, although drafted by energy regulators, it draws upon existing legislation, literature and experiences with bundled products in other sectors, in particular telecoms where bundling is a ubiquitous strategy of telecoms providers<sup>6</sup>. We provide some examples of applicable EU legislation in Annex 4. The Guide also draws upon advice/recommendations of the European Commission to traders in several economic sectors (e.g. package travel services, telecoms and digital services, short term rental platforms like Airbnb) to take corrective action to comply with general consumer law enforcement in the context of simultaneous “[sweeps](#)” (systematic compliance checks on traders) and [joint enforcement actions by the Commission and consumer protection authorities](#).

This Guide benefits from feedback from an open and extensive public consultation led by CEER; regulatory cooperation involving 2 regulatory roundtables (October 2017 and November 2019) under the PEER framework that brought together regulators from different sectors (including rail, telecommunications, energy, financial regulators), ADR bodies and consumer rights enforcers; a meeting with the European associations of the CEER public consultation respondents; 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 this final Guide.

Some of the key take-aways from the two PEER regulatory roundtables on bundled products that brought regulators and ADR bodies from different sectors, and consumer enforcers together include:

- Bundled products raise **similar challenges** for consumer protection and enforcement **across sectors and across countries**. These include **mis-leading practices and unfair terms** (e.g. some consumers often subscribe to additional services without knowing it; **lack of transparency** on contractual conditions, the parties involved, on price and quality; **gaps in liability**; **complaint handling confusion** for consumers in terms of who to turn to when something goes wrong; **jurisdictional issues for public authorities** e.g. many sectoral regulators have no remit to deal with bundled products that include a non-regulated element. The bundling of goods/services across different regulated sectors also raises questions about which authority is responsible for an issue; **legal uncertainty** stems from, among others, the

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<sup>6</sup> Half of all European households buy bundled telecommunications bundles. Source “[Special Eurobarometer 438: E-Communications and the Digital Single Market](#) (2015).

fact that different rules apply to the different parts of the bundles, for example unclear/overlapping/contradictory contractual conditions for the different elements of the bundle; increased **difficulty for customer to compare offers** when bundled; and **competition risks**. When different rules apply to different elements of a bundle, this creates difficulties for consumers in terms of switching, the risk of “lock-in” and the potential hampering of competition in the market.

- **Enhanced cooperation between authorities** with consumer responsibilities is therefore important, as sectors increasingly interact.
- Bundled products raise problems of consumer law. Rules governing bundled products should be made explicit and grounded in general consumer law, for example, in the Consumer Rights Directive 2011/83/EU.

The national regulatory cooperation workshops on bundled products (Autumn 2019) revealed that often the sectoral regulator is competent only for an element of the bundle (e.g. the Irish energy regulator is responsible for the energy part of bundles and this carries strict obligations on suppliers) but not for the other “non-regulated” parts of the bundle (e.g. boiler maintenance) which (in Ireland) would fall under the responsibility of the Competition and Consumer Protection Commission (CCPC).

However, some gaps are being filled at least in the telecommunications sector with respect to bundles. The 2018 European Electronic Communications Code (EECC) gives consumers of bundled products greater consumer protection. In the case of bundles that include at least an internet access service (e.g. fixed broadband) or a publicly available number-based interpersonal communications service (e.g. fixed landline or mobile phone services), the EECC extends certain sectoral protection obligations to all elements of the bundle<sup>7</sup>. At time of issuance of this Guide (November 2019), the EECC is currently being transposed into national legislation. The scope of the services covered by Article 107 remains to be seen. In the case of any bundle with an internet access service or a number-based interpersonal communications service, it may be that when the EECC is transposed, a national telecoms regulator will be competent for upholding the consumer rights related to services in the bundle including the non-communications part (whereas previously the telecoms regulator was typically only responsible for the regulated element). The jurisdictional links with other sectors will need clarification to see whether telecoms regulators will be charged with exclusive enforcement of consumer rights for all sectoral goods and services bundled with a telecoms offer (e.g. when electricity supply or a regulated energy service is bundled with broadband services). In any event, it points to the need for greater cooperation between regulators.

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<sup>7</sup> Article 107 (Bundled Offers) of the [EECC](#) extends the following sectoral protection obligations to all elements of the bundle in the case of bundle of services or a bundle of services and terminal equipment that has at least an internet access service or a publicly available number-based interpersonal communications service: contract information requirements as set out in article 102(3); transparency requirements as set out in article 103(1); contract duration and termination requirements (article 105); and switching rules set out in article 106(1). Article 107 also establishes that if the consumer has the right to terminate one element of a bundle before the end of contract date (e.g. if contract conditions have not been met for one element of the contract), then the consumer must be able to cancel all elements of the bundle. Furthermore, Article 107 gives EU Member States discretion to extend the new protections for bundles to include other provisions of the Title “End-User Rights” in the EECC. The EECC also provides for a “full harmonisation” approach of protections for end-users across Europe (Article 101) stating that “Member States shall not maintain or introduce in their national law end-user protection provisions diverging from Articles 102 to 115, including more, or less, stringent provisions to ensure a different level of protection, unless otherwise provided for in this Title”.

CEER's vision is that consumer who buy bundled products are equally well protected as those who buy individual goods/services. This is not currently the case in Europe. Annex 2 below lists organisations that support the high-level principles in this Guide on Bundled Products. Should your organisation wish to be added to the list, please contact CEER's Una Shortall [una.shortall@ceer.eu](mailto:una.shortall@ceer.eu).

## 2 Principles for companies offering bundled products

Recognising that challenges arise when consumers contract a bundled product, CEER has developed 10 Principles to help simplify and clarify rights and responsibilities for businesses and consumers. These Principles are intended to help businesses improve the bundled goods/services they provide, which in turn helps improve the customer experience and their trust in the market. We encourage companies that offer bundled products to embed these Principles into their business models.

### 2.1 Ensure transparency

Consumers buy bundles of multiple products for their intended efficiency in terms of cost and services. Price, services, quality and contractual transparency on the different elements of the bundled products are vitally important. As well as the terms and conditions of the different elements of the bundled product, companies should ensure that no arbitrary allocation of the price to individual elements of the bundle takes place. If low prices are assigned for an important element of the product, this can be disadvantageous for the end-user in the event of a warranty claim. The [EU's Clean Energy \(2019\) legislation](#) requires transparency on the different pricing elements of an energy bill. This should apply equally to all components of the bundle, as it will aid comparability of offers so that consumers can see what extras they get from choosing a bundle. In so far as possible, price (and VAT) transparency of the different elements of the bundle should be reflected in the marketing material, the offer, all communications, as well as the contract and the bill. This should be done in an understandable manner without overloading the consumer with information. All contracting parties that are directly involved with the supply of the good or service should be identified.

#### Example 1 – Transparency about the breakdown of costs (VAT, price, etc.) of the parts of the bundle

- Often consumers in Europe do not know how much VAT they are paying on each part of the various products bundled together. For small businesses, this lack of clarity on VAT creates an additional issue: because VAT on some products may be deductible (e.g. self-employed persons who install broadband to work from home), but not on others (e.g. boiler maintenance), small businesses are impeded from being able to properly deduct their VAT unless they choose to purchase the same products separately for a potentially much higher price.
- Bill transparency is important for the consumer to see if the different elements of the bundle work in the consumer interest. Such transparency is not expected to be overly burdensome on companies, e.g. restaurant/hotel bills often show different taxes on alcohol or food. Good examples of bundles offering such transparency already exist.

#### Example 2 – Transparency about the total price, the contracting parties and the applicable consumer rights

- In July 2018, a [joint action](#) involving the European Commission and the CPC Network of Consumer Protection Authorities called on Airbnb to align their terms and conditions with EU consumer rules to improve transparency in terms of providing the total (or final) price (inclusive of all the applicable mandatory charges and fees (e.g. VAT or local taxes) or,

when it is not possible to calculate the final price in advance, the manner in which the price will be calculated and the fact that additional charges and fees may apply).

- Airbnb was also asked to be transparent about the parties behind the contract, i.e. whether the host is a professional trader (e.g. a hotel) or a private person. This distinction is not merely about customers looking for an experience in a private house with personal involvement but, critically, it has important implications on the consumers' rights and whether the transaction is protected by consumer protection rules.

#### Example 3 – Transparency about elements of the price and information on complaint handling

- The 2017 sweep of telecoms and other digital services (by the European Commission and the CPC Network of Consumer Protection Authorities) found that many of the 207 websites screened did not have [clear information on the handling of complaints](#), and in 50% of cases the provider advertises some services of the package as free or as a discount when in fact they are part of a bundled package. In some cases, elements of the price/additional costs were not clearly explained.

## 2.2 Keep it simple

Consumers need easy to understand, easy to compare and consistent information. To aid comparability, the (licensed) bundled product provider (or its representative) should ensure that the structure, terms and conditions of its offer are clear and coherent, to enable consumers to navigate any complexity. In terms of consistency, the definitions and terminology used in the bundled product contract, offer and bill should be the same. The bundled product provider should ensure that it puts in place information, services and/or tools to enable each household customer to make an informed choice and select appropriate tariffs within its offers, taking into account that household customer's characteristics and/or preferences.

The bundled product provider should make sure that the consumer has understood what they are signing up for before the contract is concluded. Before a consumer is bound by a contract, the consumer should be provided with information such as the main characteristics of each service provided, any minimum service quality and any compensation or refund arrangements that apply if the contracted service quality are not met, if there will be a single bill for the bundle or different bills for the different elements of the bundle. In line with the [Clean Energy Package](#) (2019) rules for energy and the EECC rules for the electronic communications sector (whereby under Article 105(4) of the EECC, providers are required 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), consumers should be given adequate notice of any intention to modify the contract conditions and should be informed about their right to terminate the contract when the notice is given.

Example 4 – Informed customer choice principle - the do's and don'ts:

- For a practical example of good principles about informed choices, see the [Licence Condition 25 in the UK's Electricity Supplier's Licence. Standard Conditions \(01.05.2018\)](#).

### 2.3 Communicate clear and understandable contract terms and conditions

In keeping with sectoral and horizontal consumer rights rules, the consumer should be well informed about the contract conditions for the bundled services (e.g. the consequences of the company not fulfilling - or the consumer not paying fees relating to - elements of a bundled contract). Parties offering bundled products should **seek to align the duration of and termination conditions of the different elements of the bundle**.

- a. For contractual clarity and simplicity for consumers, the parties involved in the bundle should (to the greatest extent possible) seek to **align the duration** of the elements of the bundled contracts with the duration of the essential contract. Otherwise, with different contract durations, contractual lock-in can be implicit as consumers may be confused about when a component of the bundle ends. Irrespective of the duration of the contract, which may be limited by sectoral legislation, conditions and procedures for contract termination should not act as a disincentive to changing service provider.
- b. Where component durations are not aligned, the durations should be transparently communicated before signing the contract and before the expiry (and potential renewal) of the relevant components.
- c. Similarly, the parties involved in the bundle should seek to align the **conditions for termination** of the different elements of the bundle.
- d. The **contractual renewal** of the provision of optional or additional services should be **subject to prior notification** and separate from the essential element and sent in a timely manner to the consumer. If a contract for optional or additional services is renewed without the consumer's consent, the consumer should be able to terminate the contract with the provider at no cost (except the charges for receiving the service during the notice period).

Example 5 – Requirements for the provision of (pre-) contractual information to energy, telecommunications and financial services customers

- Article 3 of the Payment Accounts Directive<sup>8</sup> provides that terminology for the 10-20 most used services linked to payment (bank) accounts must be standardised. This list must be included in banks' tariff brochures. In addition, Articles 4 and 5 harmonise the presentation format of the tariff brochure and of the fee statement that the consumer must

<sup>8</sup> [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 with basic features \(Text with EEA relevance\)](#).

receive at least annually.

- Annex IX, 2.4 of the European Electronic Communications Code (EECC)<sup>9</sup> sets out the standard contract conditions, including contract duration, charges due on early termination of the contract, rights related to the termination of bundled offers or of elements thereof, and procedures and direct charges related to the portability of numbers and other identifiers, if relevant. In addition, to facilitate choice, providers should present a summary of the essential contract terms (using a contract summaries template developed by the European Commission and in the case of different services bundled into a single contract, the summary should be equivalent of up to three single-sided A4 pages). The pre-contractual information as well as the summary template should constitute an integral part of the final contract.
- Article 10 of the recast Electricity Directive<sup>10</sup> now requires that “final customers shall be provided with a summary of the key contractual conditions in a prominent manner and in concise and simple language.” Furthermore, the Directive requires Member States to ensure that final customers are free to terminate contracts if they do not accept the new contractual conditions.
- Since 2015, the Portuguese energy regulator (ERSE) requires energy suppliers to provide consumers with such a standardised pre-contractual information summary sheet alongside any marketed offers, including any bundled services. This summary sheet aims to facilitate consumers’ ability to compare the contractual conditions for the various offers they might be considering on a like-for-like basis, using a common terminology<sup>11</sup>.

## **2.4 Apply clear liability principles where there are multiple parties/contracts involved in the bundled product**

In some cases, the consumer may have to sign more than one contract when securing bundled products brokered by a company. In the case of multiple contracts for bundled products, it should be made clear (at all times) to the consumer who is liable for each or all parts of the bundle in case of any problems.

In cases where a single contract is concluded but where the provider indicates that for part of the services, it acts only as an agent or broker, the provider should ensure the consumer is aware of who is liable towards the consumer for any problem arising with any part of the bundle at the outset of the contract.

The consumer should not be obliged to interact with different parties for the different elements of the bundled product – instead there should be one company that acts as a “primary contact

<sup>9</sup> [Directive \(EU\) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code.](#)

<sup>10</sup> [Directive \(EU\) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU \(Text with EEA relevance\).](#)

<sup>11</sup> [http://www.erse.pt/pt/electricidade/regulamentos/relacoescomerciais/Documents/SubRegulamentação/Diretiva\\_4\\_2015.pdf](http://www.erse.pt/pt/electricidade/regulamentos/relacoescomerciais/Documents/SubRegulamentação/Diretiva_4_2015.pdf) (only in PT)



point” for the full bundle. However, such arrangements should not limit the consumer’s existing rights and should not oblige them to use the primary contact point in all cases - the end-user should have the choice to contact whichever party is considered most relevant under the circumstance. Being the primary contact point for the bundle does not have to denote legal liability and the consumer should be informed of who possesses the legal liability.

**Example 6 – The main contractor is the one who is liable**

- For a practical example on liability for performance services with multiples providers, see the [Package Travel Directive](#) (applicable in all Member States from 1 July 2018) and the European Commission’s [advice](#) which clarifies that the package organiser (seller) is liable if something goes wrong, irrespective of who performs the travel services. The package organiser may be the airline or the tour operator (see the 2 examples explained in the [Commission’s factsheet on stronger protection for package holidays.](#)) The Air Package Directive also requires clear information on the features and characteristics of the package, its price and any additional charges.
- If a travel service cannot be provided as agreed, for example if a provider cannot carry out an agreed service or cannot do so in the agreed form (such as providing transport to/from the customer’s destination, providing the agreed type of accommodation, or carrying out a booked guided tour), the package organiser has to resolve the problem at no extra cost to the customer. If it is impossible to make alternative arrangements or the customer rejects the arrangements offered on valid grounds, and the package includes transport (such as air travel), the organiser must offer to repatriate the customer.

## **2.5 Comparison tools should endeavour to reflect features of all bundle components**

This Guide recognises that even with bundled products that contain multiple services within a single sector (e.g. fixed/mobile telephony, internet, TV), price comparison can be difficult due to the different contractual elements, such as discount periods, volume allowances (voice minutes, SMS and data), etc. included in the bundled offers. Nevertheless, to the extent possible, comparison tools should include fundamental features of commercial offers, including bundled services or goods.

**Example 7 – Recommendations on comparison tools**

- For good principles for comparison tools, see the 16 recommendations (and in particular recommendation number 6) in [CEER’s Guidelines of Good Practice on Comparison Tools in the New Energy Market Design](#) (December 2017). Themes covered include independence, transparency, exhaustiveness, clarity and comprehensibility, correctness and accuracy, user-friendliness, accessibility and customer empowerment.

Example 8 – Clean Energy Package and EECC requirements for comparison tools Article 14 of the recast Electricity Directive<sup>12</sup> establishes a series of requirements for energy sector comparison tools. The Directive requires that all household customers have access to a free comparison tool that meets a minimum set of requirements in terms of transparency, independence, clarity and comprehensibility, accuracy, etc. The Directive also requires Member States to appoint a competent body to issue trust marks for comparison tools that meet the requirements.

- Article 103(2) and (3) of the EECC introduced some rules regarding the certification of comparison tools by competent authorities in.

Example 9 – European Commission sweep on travel website comparison

- For a case study on bad practices in comparison tool websites, see the European Commission's findings of irregularities in online comparison tools in the [sweep on travel booking websites](#). Prices were not reliable on 235 websites (2/3 of the sites checked). On the identity of the provider of the comparison tool: 22.7% gave only limited information (e.g. name, address of establishment), while 4% did not provide any information at all.

Example 10 – Bundles and comparison tools

- Some NRAs (e.g. the UK telecoms regulator ([Ofcom](#)) or the Irish energy regulator ([CRU](#))) accredit comparison tools, giving website comparator companies the chance to build trust by showing that their results meet the standards required by the NRA. To be accredited, the websites are subject to technical and qualitative audits which assess a range of factors, including accessibility, comprehensiveness, transparency and accuracy. Ofcom's audit process recognises that when bundles are considered, the task of price comparison becomes more complex and hence the technical audit requires the comparison website provider to provide a detailed description of their methodology.

## 2.6 Allow customers the possibility to switch out of a bundle

Customers should be fully informed about their right to switch out of part (or all) of a bundle. Companies should seek to give the consumer the possibility to switch out of or terminate part (or all) of the bundled contract, subject to any minimum contract duration periods. The default option should be a full switch out of the bundle. It is important that the consumer can terminate all the elements of the bundle at the same time to avoid consumer "lock-in" - see the recommendation to align the contract durations in Principle 3 (on contract terms and conditions) above.

- e. **Whenever a change of supplier:**
  - i. leads to the termination of an element of a bundle, this should not imply any penalty or subsequent payment for services that have not been effectively rendered.
  - ii. does not lead to the termination of elements of a bundle (by the consumer's choice), this might result in the consumer losing any benefits and/or

<sup>12</sup> [Directive \(EU\) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU \(Text with EEA relevance\).](#)

preferential conditions of the bundled contract. Companies should make clear to consumers the consequences of switching out of part of a bundle.

The consumer should be informed at the time of the offer (and before signing the contract) about any termination fees to be able to make a well-informed choice. This should avoid consumers “cherry-picking” selected parts of the bundle. The consumer cannot expect to maintain any benefits offered by the bundle if they elect to switch out of the bundle (or part of it).

#### Example 11 – Switching telecoms bundles - easy or not?

- The processes for switching bundled services (e.g. fixed/mobile telephony, internet, TV) varies across Member States and across sectors. In some instances, it can be relatively straightforward, for example when the consumer is switching provider within the same access telecoms network/platform to other providers who have wholesale access. In some cases, consumers switching fixed-line telecommunications and broadband services (on a standalone or bundled basis) may only need to contact the provider to whom they want to switch (the receiving provider), who will in turn contact the old provider and arrange the transfer of the service(s). The consumer does not need to contact the old provider to cancel. In other countries, the customer is always responsible for cancelling the contract with the old supplier. However, when customers wish to switch their bundles to another platform, e.g. from the incumbent’s network to a cable network, they may have to follow separate switching routes for the individual components and/or have to cancel their existing services with their old provider and enter into a new contract with their new provider separately. In these circumstances, the customer is responsible for coordinating the stop and start dates of their old and new contracts to try to avoid loss of service and reduce double payments from any contract overlap.
- Article 106 (6) of the EECF foresees that the receiving provider shall lead the switching and porting processes set out in paragraphs 1 and 5 and both the receiving and transferring providers shall cooperate in good faith. This seems to include the process of cancelling the contract. The legal framework in Member States might change accordingly.

#### Example 12 – Contractual conditions and contract termination of a bundled contract in telecommunications

- The European Electronic Communications Code (EECC)<sup>13</sup> sets out the standard contract conditions which must be provided to consumers, including contract duration, charges due on early termination of the contract, rights related to the termination of bundled offers or of elements thereof, and procedures and direct charges related to the portability of numbers and other identifiers, if relevant.

<sup>13</sup> Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast) [Directive \(EU\) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code \(Text with EEA relevance\)](#).

- Meanwhile, Article 107 of the EEC Directive establishes consumers' right to terminate bundled contracts. If the contract conditions have not been met for one element of the bundled contract, the consumer has the right to terminate the entire bundle. Furthermore, if a consumer subscribes to an additional service, this should not increase the duration of the original contract, unless the consumer explicitly agrees.

Example 13 – Making switching out of the full bundle as the default option

- In Spain, in 2017<sup>14</sup>, an amendment to the regulation of electricity supply contracts introduces a new condition to facilitate consumers terminating all the services of the bundle at the same time. For example, if a consumer of an electricity supply and equipment maintenance bundle changes electricity supplier, the maintenance contract is by default cancelled at the same time unless the consumer explicitly requests to continue with the additional service of the bundle. Termination fees for early exits are still possible.

Example 14 – Applying contract termination fees in the energy sector

- Article 12 of the recast Electricity Directive establishes the consumers' right to switch and rules on switching-related fees. In addition to defining the maximum duration for the switching process and stipulating that household consumers cannot be charged any switching related fee, the article specifies under what conditions contract termination fees may be applied.
- Such fees shall be proportionate and shall not exceed the direct economic loss to the supplier or the market participant engaged in aggregation resulting from the customer's termination of the contract, including the costs of any bundled investments or services that have already been provided to the customer as part of the contract. The burden of proving the direct economic loss shall be on the supplier or market participant.

## **2.7 Have a single summary statement and/or single portal for consumers to find the different bills associated with their bundles**

On billing, a single-bill for a bundled product makes life easier for consumers. Where this is not possible, a single summary statement and/or a single portal will help consumers to find the different bills associated with their bundle. The provider(s) who sends the statement and the bill(s) should comply with consumer protection legislation. What is important is that the customer should be able to check the bill(s) against the accepted offer as set out in the contract. The bill(s) should also be in line with the Principle of transparency, containing all essential information presented in a clear, understandable manner, and consistent manner that can be traced back to the contract and the offer.

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<sup>14</sup> Final provision 2.2 of Royal Decree 897/2017, of October 6, which regulates the category of the vulnerable consumer, the social bonus and other protection measures for domestic electricity consumers.

## 2.8 Make clear the choice of payment methods for bundled-only products

It should be clear in advance of signing the contract whom the customer pays and what payment method(s) may be used (see Principle 1 on transparency, regarding how much consumers are expected to pay).

## 2.9 Signpost the responsible (in-house or external) complaint handler

It is vital that consumers know who to contact (who is the case/complaint handler of the bundled product) when something goes wrong or when seeking advice or in the case of an emergency.

The customer's journey in terms of whom to contact should be a key consideration for the involved parties of a bundled product (within or across sectors). There should be agreement on the lines of responsibility between contacts within a bundle. The primary point of contact could either refer a complaint to an in-house expert, or could refer it to the complaint handler of the relevant party in a bundle. They could also refer the complaint to the relevant external dispute resolution service including the designated regulator, independent ADR or consumer protection authority, in keeping with the Principle C. below regarding cross-sectoral cooperation between public authorities.

Sometimes the process for handling complaints is specified in national legislation or rules. Where this is not the case, the relevant parties should agree on the appropriate complaint handler and define an appropriate and transparent timeframe within which the complaint handler, to which the primary point of contact refers a complaint, should address the complaint. After this timeframe has elapsed, it should be made clear that the "seller" (see example 16 below), once again becomes responsible to help the consumer resolve any open issues.

Clearly, it is not for the companies concerned to decide whom among the regulators has jurisdiction. This should be worked out by the relevant public authorities concerned (see Section 3 below on Principles of Regulators). This Guide recognises that in some countries, ADR bodies are specialised according to their respective commercial sectors (e.g. energy, public transport, telecoms, etc.). The consumer should not be prevented from accessing simple and inexpensive out-of-court dispute resolution panels for each of the appropriate sectors if he/she feels they are more likely to obtain a favourable outcome, rather than waiting for a primary contact point.

### Example 15 – "If I sell the bundle, I own the responsibility to handle cases for the full bundle"

- Companies (including the provider who acts only as a broker/intermediary for additional services) might need to think about minimising the number of potential contacts for one bundle (to reduce the risk of ping-ponging) and could for instance ensure that the customer has only one interface. This Guide on Bundled Products recommends that the involved bundled product providers apply the principle that "if I sell the bundle to the customer, I own responsibility for the case handling of the full bundled product". This would be supported by relevant back-office cooperation between the involved product providers, such that customer services of the "seller" should have experts capable of addressing appropriately queries about all elements of the bundle (e.g. be it insurance or

energy or telecoms element). Such a policy should be applied also for the purposes of consumer's product switching processes.

- For example in electronic communications, some Member States have codes of conduct for premium rated services (PRS), which allow for the consumer's electronic communications provider to refer a complaint relating to the billing of PRS to the PRS provider. If the PRS provider does not handle the complaint within five working days, the electronic communications provider steps back in and, in some countries, automatically refund the consumer.

Example 16 – “First port of call rule”

- Alternatively, companies can apply a “first port of call rule”. In adopting this approach, it must be made clear that the first of the parties involved in the bundle that is contacted by a consumer (typically the “seller”) would deal with the case unless it is better dealt with by another of the involved product providers, in which case the customer should be referred on to the appropriate complaint handler, whilst offering a call-back solution in case they are dissatisfied and experience case handling ping-pong.

## 2.10 Protect essential services

Where bundling of products includes an essential service (such as energy, water or communications), consumers must be clearly protected from disconnections or risks associated with other elements of a bundled contract, according to legal safeguards in place for that essential service. If the consumer breaks the conditions of the bundled contract (e.g. does not pay the part of the bill that corresponds to an additional service), their essential service should be maintained although the consumer loses the benefits and conditions of the bundled contract.

### 3 Principles for regulators overseeing and regulating sectors with bundled products

Bundled products which cut across several sectors raise jurisdictional challenges between the authorities responsible for enforcing consumer rights. Cross-authority cooperation and coordination is key, as is close monitoring of the deployment of these products, to ensure consumers' rights are correctly enforced. We recommend that, where bundled products exist, the following Principles be applied by public authorities charged with overseeing market developments and with managing complaint resolution processes for bundled goods and services.

#### A. Clarify and educate companies on the rules and obligations applicable to bundles in general consumer law and in sectoral rules

Bundled products are not a new trend and are likely here to stay. To ensure uniformity of treatment of bundles, rules on bundled products should be clearly established in general consumer law. Regulators, working with the consumer protection authorities, should clarify and educate companies on the applicable rules and obligations in general consumer law (and any relevant sectoral rules) on bundles. Sectoral regulatory codes and rules should be coordinated across sectors and include provisions for bundled offers, to ensure respect of consumer rights and protection laws, non-abusive market behaviour, price and product transparency (distinct from traditional or unbundled offers) and clarity on billing and payment conditions, among others.

#### Example A – Regulatory guidelines on information provision in the energy market developed by ACM (the Dutch energy regulator)

##### The problem

The Dutch multi-sectoral regulator (ACM) found, through random checks, that the level of compliance with the [requirements on the provision of information to consumers](#) was insufficient in the energy sector. ACM discovered that companies understood energy law but not general consumer law.

##### The solutions and other steps taken by the regulatory authority to protect consumers

In an effort to increased compliance in the energy sector with the general consumer rules, ACM developed guidelines that translate the general consumer protection rules to the practices in the energy sector. The guidelines explain the rules clearly and simply.

Several lessons were learnt by the regulator:

- In terms of developing guidelines, a key lesson is that general consumer legislation should act as a firm basis as it applies across all sectors. Sector-specific rules can complement but must be consistent with consumer rules.
- As part of the process, ACM consulted the energy sector on its guidance document.
- As the guidance was to be followed by enforcement actions, ACM provided a grace period for companies to comply with the rules.
- ACM learnt that guidance is very important and furthermore guidelines or rules provide a firm basis for enforcement (which became much more effective as a result of this process).

Example B – Regulatory Guidelines on Bundled Products developed by ERSE (the Portuguese energy regulator) following electricity being cut due to non-payment of equipment maintenance services

The problem

A Portuguese consumer contracted a service with his energy retailer for maintenance services of appliances. After a 6-month trial period, the consumer terminated the maintenance agreement.

The supplier found an error in the bill of the maintenance service provided during the 6 months and issued a new bill which the consumer did not pay. His electricity was subsequently disconnected. This was counter to Portuguese law which allows an interruption only in the case of non-payment of energy bills, whenever these bills are related to energy supply. The supplier cannot interrupt energy supply due to non-payment of the equipment maintenance service.

In other words, even if the “additional service” for equipment maintenance is invoiced in the same bill as the energy supply, the supplier cannot interrupt the energy supply due to non-payment of the equipment maintenance service. The energy supplier should have continued to supply energy but with the standard terms and conditions for the energy service now applying rather than the benefits of the conditions of the bundled contract.

The solutions and other steps taken by the regulatory authority to protect consumers

- The supply company was **fined** €20,000 by ERSE for cutting energy supply due to non-payment of a maintenance service contract.
- ERSE developed (January 2017) a **Regulatory Recommendation for all energy suppliers concerning Bundled or Additional Service Contracts**. It requires *inter alia* the supplier to provide clear information on the separation between essential services and additional services and to guarantee that switching energy supplier does not incur additional costs either to maintain or cancel such additional services.
- Since 2016, ERSE requests a copy of **all contractual conditions** concerning bundled or additional service contracts.
- A standard form for pre-contractual information **obliges suppliers to identify bundled or additional service contracts**.
- The Commercial Relations Code was revised (October 2017) to include **a requirement (Article 105) for regular reporting to the energy regulator** on bundled or additional service contracts.



Example C – Codes of conduct developed by Ofcom (UK telecoms regulator) to deliver on contracted quality of service and extend the consumer’s right to exit a contract to bundled contracts

*The problem*

Whether a consumer can terminate a bundled contract is particularly relevant for bundles that include electronic communication services (ECS), such as internet access. If the delivery of the contracted service is unsatisfactory and does not meet the contracted quality levels, consumers risk being locked-in to an inadequate product.

*The solutions and other steps taken by the regulatory authority to protect consumers*

Regulation (EU) 2015/2120, laying down measures concerning open internet access, provides that significant difference (continuous or regularly recurring) between the actual performance of the internet access service (regarding speed or other quality parameters) and the performance indicated in the consumer contract can trigger remedies including the termination of the contract by the consumer.

In the UK, the NRA (Ofcom) updated the voluntary [Codes of Practice on Broadband Speeds](#) to help ensure customers are provided with information that would help them to shop around with confidence. The key revisions to this Code include **strengthening customers’ right to exit** and **extending the right to exit to also cover non-broadband services in the broadband bundle**, such as landline services on the same line, or pay-TV services irrespective of whether such services were purchased or the contract(s) for their provision was (were) renewed, at the same time as the broadband service.

Providers of internet access services have a **30-calendar day limit to improve internet speeds** before they must **offer the right to exit** to customers.

Further, providers are required to make information on the right to exit more prominent in post-sale information and to link it more clearly to the minimum guaranteed speed so that customers understand what triggers this process.

## **B. Monitor**

Bundling of products can raise several important competition issues (replicability, market consolidation, lack of price transparency, and lock-in as it is difficult for customers to switch away from the bundle). Regulatory authorities could establish reporting obligations and monitoring mechanisms for bundled products to understand their complexity (and whether consumers can understand and manage bundles), their penetration of the market, performance (including price trends), respect of consumer rights provisions and levels of consumer complaints. This data and analysis could be shared across relevant authorities.

CEER and the respondents to our public consultation consider it important to track closely the bundling dynamic over time, which services are being purchased in a bundle, and which new bundles are emerging. **CEER commits to working on indicators** that (energy) NRAs can use to collect data from operators on the evolution of bundles and converged bundles in their markets. This should enhance the comparability of data. Furthermore, **CEER recommends that regulators and the European Commission periodically survey households to gain a better consumer perspective of bundles** whether they are benefiting from bundles. At the regulatory cooperation workshops on bundles organised by CEER (Autumn 2019), the energy regulators in the UK and Ireland said they would consider including bundled products in their next (respective) consumer engagement surveys

#### Example D – metrics for monitoring bundled products in electronic communications

The Body of European Regulators for Electronic Communications (BEREC) developed a set of indicators on bundles to better reflect the prevalence of increasingly complex bundles of quadruple-play and quintuple-play combinations (see [BEREC's "Indicators on Bundles" paper \(BoR \(15\) 77\)](#)). Several NRAs measure and report on the take up of communication bundles.

See the annual Communications Market Reports of Ofcom (the UK regulator for communications service: <https://www.ofcom.org.uk/research-and-data/multi-sector-research/cm>). Ofcom's annual pricing trends report also sets out the take-up of communications bundled in the UK. 80% of UK households purchased bundled communications services from the same provider in 2018 [https://www.ofcom.org.uk/\\_data/assets/pdf\\_file/0030/113898/pricing-report-2018.pdf](https://www.ofcom.org.uk/_data/assets/pdf_file/0030/113898/pricing-report-2018.pdf).

#### Example E – monitoring bundled products in the financial sector

The European Insurance and Occupational Pensions Authority (EIOPA) is monitoring add-ons/ ancillary insurance (i.e. insurance bundled with other products) as part of ongoing market monitoring work and consumer trends work (new report to be published in December 2019). EIOPA has also carried out a [thematic review solely focusing on travel insurance products](#), highlighting some continuing risks for consumers, such as: lack of adequate, clear, and comprehensive disclosure; lack of consumer awareness on having insurance coverage, lack of adequate knowledge of the product they bought – increasing the potential for under-insurance, over-insurance or double insurance; consumer choice, at the point of sale, may also be limited, leading to less competitive markets and not allowing consumers to adequately compare products or choose the product that best suits their needs; and overall poor value for money for consumers because of high commissions and low claims ratios.

In the UK, the Financial Conduct Authority (FCA)'s conducted Thematic Review on Packaged Bank Accounts (Oct 2016). <https://www.fca.org.uk/publications/thematic-reviews/packaged-bank-accounts-tr16-8>

### **C. Cooperate across sectors with relevant authorities**

Cooperation among and between sector regulators and other relevant authorities is important. However, such cooperation must be under-pinned by Member States conferring effective consumer enforcement powers on regulators. Different models exist. One model is a shared competence model (e.g. ComReg, the telecoms regulator in Ireland, is also responsible, alongside the Competition and Consumer Protection Commission (CCPC), for certain consumer rights enforcement in the telecoms sector). Another model provides for exclusive competence (e.g. the energy regulator in Portugal enforces general consumer law in the energy sector). Cooperation may also take the form of a referrals between authorities. For example, in Ireland, the customer care teams of the different

sectoral regulators know who is the right authority to refer the consumer onto if they themselves are not the right body, depending on the complaint.

Whenever there is a potential overlap of jurisdictions among sectoral regulators for various elements of a bundled product, the public authorities should establish mechanisms for cooperation and enforcement, such as a memorandum of understanding between regulators and other competent authorities to handle consumer complaints. The recent revision of [Regulation \(EU\) 2017/2394 on cooperation between national authorities responsible for the enforcement of consumer protection laws](#) should help to reinforce such cooperation.

In order to ensure the exchange of best practice not only across sectors but also across Member States, intra-EU sharing of results should be facilitated. Sharing complaint statistics and monitoring data to identify hot spots and the need for EU legislative intervention where needed should be enabled.

#### Example F – national cooperation models among sectoral regulators and competition authorities

In the UK, the Competition and Markets Authority (CMA) has competition law powers which apply across the whole economy. Sectoral regulators such as the Financial Conduct Authority (FCA), Ofgem (the energy regulators) or Ofcom (the telecommunications regulator) may exercise the competition law powers to enforce the prohibitions on anti-competitive agreements and on abuse of a dominant position, and to make market investigation references, concurrently with the CMA in those sectors for which they have responsibility. Typically, a memorandum of understanding (MoU) sets out working arrangements between the (CMA) and the sectoral regulator. See the MoU between the CMA and the FCA in relation to concurrent competition powers in the financial services sector (<https://www.fca.org.uk/publication/mou/fca-cma-concurrent-competition-powers-mou.pdf>) and the separate MoU between the CMA and FCA in relation to concurrent consumer protection matters in the financial services sector <https://www.fca.org.uk/publication/mou/fca-cma-consumer-protection-mou-2019.pdf>.

#### Example G – national cooperation networks of regulators

A further example is the [UK Regulators Network \(UKRN\)](#) that facilitates cooperation among the UK's 12 sectoral regulators. A similar Economic Regulators Network (ERN) exists in Ireland and meets frequently. The ERN has discussed and agreed upon the jurisdiction of the respective regulators on cross-sectoral issues in general (not necessarily on bundles). The respective customer care teams of the sectoral regulators and relevant public authorities (e.g. Consumer Protection Authority) know which public authority to pass an issue onto in the case of a complaint about a bundled product.

Following the Autumn 2019 regulatory cooperation workshop on bundled products organised by CEER in Ireland, cross-sectoral issues will be a standing agenda point on the regular meetings of the Irish Economic Regulators Network. This will be an opportunity to keep a close eye on the evolution of bundles including cross-sectoral bundles.

#### Example H – Cooperation between alternative dispute resolution bodies for bundled products linked to the energy sector

Article 26 of the recast Electricity Directive reinforces the importance of ensuring that consumers' right dispute resolution is delivering, including in the case of the bundling of energy with other products or services. In particular, Member States shall ensure that alternative dispute resolution

entities cooperate to provide simple, fair, transparent, independent, effective and efficient out of court dispute settlement mechanisms for any dispute that arises from products or services that are tied to, or bundled with, any product or service falling under the scope of this Directive.

CEER encourages further sharing of good practices among regulators on the PEER section of the CEER website (<https://www.ceer.eu/peer>) where short cases (in English) of regulatory solutions and lessons learnt on bundled products can be found. For example, the [summary event proceedings of the Oct. 2017 PEER workshop on Bundled Products](#) provides interesting insights on a range of bundled product issues (e.g. competition issues, legal and contractual, redress, comparability issues). Submissions via the CEER web platform of practical cases are very welcome.

## Annex 1 – The Partnership for the Enforcement of European Rights

### What is PEER?

The **Partnership for the Enforcement of European Rights (PEER)** is an initiative to improve the enforcement of consumers' rights through enhanced cross-sectoral regulatory cooperation at European level. PEER brings 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](#)).

### PEER work on bundled products

The European Commission's annual Citizens' Energy Forum is a platform to structure debate and channel consumers', regulators' and industry's views on the energy market and its future. The [Conclusions of the 9th Citizens' Energy Forum \(May 2017\)](#) *"calls for strong provisions on bundled offers and on regulators to monitor the development of those offers, inter alia to ensure that they do not represent a barrier to switching"*.

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 this **"Guide on Bundled Products"**. CEER launched a public consultation on the draft Guide at the 10<sup>th</sup> Citizens Energy Forum (September 2018). The process of developing this Guide both identifies and responds to the need to enhance regulatory cooperation on bundles (which are often cross-sectoral in nature). This Guide benefits from the practical experience of many authorities dealing with bundled product complaints, including national pilot testing in Ireland, Portugal and the UK of regulatory cooperation (at national level) of dealing with bundled products.

### Value in sharing best practices

We see value in sharing good practices and lessons, particularly on cross-cutting issues, to better protect customers in increasingly interlinked markets. PEER events and the [online PEER platform](#) (hosted on the CEER website [www.ceer.eu](http://www.ceer.eu)) facilitates knowledge sharing and collaboration. This Guide was launched at a PEER regulatory roundtable on "Bundled Products, Dispute Resolution and Consumer Rights Enforcement" on 06 November 2019 in Brussels. This event brings together consumer enforcers and regulators from different sectors in the spirit of cooperation and effective exchange of information. The Guide benefits from not only from the consultation process but also from the insights gained at the original PEER bundled product workshop (October 2017) and from the national workshops on the enforcement of consumer rights on bundled products (Autumn 2019). For more information about CEER and our work, please visit our website at [www.ceer.eu](http://www.ceer.eu).

## Annex 2 – Organisations supporting the Guide on Bundled Products

This Guide on Bundled Products has been developed by CEER, the association of European energy regulators, under the framework of the PEER initiative (see Annex 1). We thank the many different companies, public authorities and consumer bodies who shared their experiences with bundled products.

The following organisations have indicated their support for the principles in this Guide on Bundled Products, in line with sector-specific rules.

**AMT** (the Authority for Mobility and Transport) in Portugal regulates and oversees the mobility and inland, river, rail and related infrastructure and economic activities in the commercial and maritime ports sector in Portugal, as services of general economic interest and network-based activities, through its regulatory, supervisory and sanctioning powers, with powers to protect the rights and interests of consumers and to promote and defend competition in the private, public, cooperative and social sectors, in accordance with its these statutes and other legal instruments.

<http://www.amt-autoridade.pt/>

**BEREC** (the Body of European Regulators for Electronic Communications). BEREC assists the European Commission and the national regulatory authorities (NRAs) in implementing the EU regulatory framework for electronic communications. It provides advice on request and on its own initiative to the European institutions and complements at European level the regulatory tasks performed at national level by the NRAs. <https://berec.europa.eu/>

**BEUC** (the European Consumer Organisation) brings together consumer organisations of the European Union and other European countries in order to promote, defend and represent the interests of European consumers in the elaboration and implementation of European Union policies with the European Union institutions and with other bodies. BEUC represents 45 well respected, independent national consumer organisations from 32 European countries (EU, EEA and applicant countries). <https://www.beuc.eu/>

**NEON** (the National Energy Ombudsman Network) is the European network of independent, not-for-profit consumer dispute-resolution services and ombudsmen active in the energy sector. NEON 9 members have the public mandate to provide an easily-accessible and free-of-charge way to solve disputes between consumers and companies. <http://www.neon-ombudsman.org/>

This list of organisations supporting this Guide on Bundled Products will continue to grow, as more and more stakeholders express their interest in this initiative. Should you wish your organisation to be added to this list of supporters of the Principles in this Guide, please contact the CEER Deputy Secretary General, Ms Una Shortall, [una.shortall@ceer.eu](mailto:una.shortall@ceer.eu).

6 November 2019, Brussels

### **Annex 3 – About CEER**

The Council of European Energy Regulators (CEER) is the voice of Europe's national energy regulators. CEER's members and observers comprise 39 national energy regulatory authorities (NRAs) from across Europe.

CEER is legally established as a not-for-profit association under Belgian law, with a small Secretariat based in Brussels to assist the organisation.

CEER supports its NRA members/observers in their responsibilities, sharing experience and developing regulatory capacity and best practices. It does so by facilitating expert working group meetings, hosting workshops and events, supporting the development and publication of regulatory papers, and through an in-house Training Academy. Through CEER, European 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.

In terms of policy, CEER actively promotes an investment friendly, harmonised regulatory environment and the consistent application of existing EU legislation. A key objective of CEER is to facilitate the creation of a single, competitive, efficient and sustainable Internal Energy Market in Europe that works in the consumer interest.

Specifically, CEER deals with a range of energy regulatory issues including wholesale and retail markets; consumer issues; distribution networks; smart grids; flexibility; sustainability; and international cooperation.

CEER wishes to thank in particular the following regulatory experts for their work in preparing this report: Natalie McCoy and Una Shortall in the drafting team together with the reviewers Fiona Campbell, Catherine Contiguglia and Matthias Noorlander and the CRM Working Group.

More information is available at [www.ceer.eu](http://www.ceer.eu)

## Annex 4 – Examples of EU legislation applicable to bundled products in various sectors

The table below provides some illustrative examples of EU legislation which may be applicable across various sectors which offer bundled products. CEER notes that there may be other legal acts and/or sectors which have not been explored at this stage.

Legislation	Articles
<b>Energy sector</b>	
<ul style="list-style-type: none"> <li>• <a href="#">Directive (EU) 2019/944 of the European Parliament and of the Council on common rules for the internal market in electricity (recast)</a></li> </ul>	Articles 10(de) and (e) and 26(2) of Clean Energy Package Electricity Directive on information about bundled contracts and Alternative Dispute Resolutin (ADR) mechanisms “for any dispute that arises from products or services that are tied to, or bundled with, any product or service falling under the scope of this Directive.”
<b>Telecommunications</b>	
<ul style="list-style-type: none"> <li>• <a href="#">Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (recast)</a></li> </ul>	Recital 283: “Bundles comprising at least either an internet access service or a publicly available number-based interpersonal communications service, as well as other services, such as publicly available number-independent interpersonal communications services, linear broadcasting and machine-to-machine services, or terminal equipment, have become increasingly widespread and are an important element of competition.



	<p>           For the purposes of this Directive, a bundle should be considered to exist in situations where the elements of the bundle are provided or sold by the same provider under the same or a closely related or linked contract. While bundles often bring about benefits for consumers, they can make switching more difficult or costly and raise risks of contractual 'lock-in'. Where different services and terminal equipment within a bundle are subject to divergent rules on contract termination and switching or on contractual commitments regarding the acquisition of terminal equipment, consumers are effectively hampered in their rights under this Directive to switch to competitive offers for the entire bundle or parts of it. Certain essential provisions of this Directive regarding contract summary information, transparency, contract duration and termination and switching should, therefore, apply to all elements of a bundle, including terminal equipment, other services such as digital content or digital services, and electronic communications services which are not directly covered by the scope of those provisions. All end-user obligations applicable under this Directive to a given electronic communications service when provided or sold as a stand-alone service should also be applicable when it is part of a bundle with at least an internet access service or a publicly available number-based interpersonal communications service. Other contractual issues, such as the remedies applicable in the event of non-conformity with the contract, should be governed by the rules applicable to the respective element of the bundle, for instance by the rules of contracts for the sales of goods or for the supply of digital content. However, a right to terminate any element of a bundle comprising at least an internet access service or a publicly available number-based interpersonal communications service before the end of the agreed contract term because of a lack of conformity or a failure to supply should give a consumer the right to terminate all elements of the bundle. Also, in order to maintain their capacity to switch easily providers, consumers should not be locked in with a provider by means of a contractual de facto extension of the initial contract period."         </p> <p>           Article 107 relates to bundles.         </p>
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Article 107 (1) provides that where a bundle of services or a bundle of services and terminal equipment offered to a consumer comprises at least an internet access service or a publicly available number-based interpersonal communications service, Article 102(3) requiring a contract summary of all ECS elements of the bundle, Article 103(1) on transparency and clear information for the comparison of offers and relating to comparison tools, Article 105 (on contract duration and termination) and Article 106(1) on switching shall apply to all elements of the bundle including, mutatis mutandis, those not otherwise covered by those provisions.

Article 107(2): Where the consumer has, under Union law, or national law in accordance with Union law, a right to terminate any element of the bundle comprising at least an internet access service or a publicly available number-based interpersonal communications service as referred to in paragraph 1 before the end of the agreed contract term because of a lack of conformity with the contract or a failure to supply, Member States shall provide that the consumer has the right to terminate the contract with respect to all elements of the bundle.

Article 107(3) Any subscription to additional services or terminal equipment provided or distributed by the same provider of internet access services or of publicly available number-based interpersonal communications services shall not extend the original duration of the contract to which such services or terminal equipment are added, unless the consumer expressly agrees otherwise when subscribing to the additional services or terminal equipment.

Annex III, B, 2(v):  
...for bundled services and bundles including both services and terminal equipment the price of the individual elements of the bundle to the extent they are also marketed separately;

Annex III, B, 3: ...for bundled services the conditions of termination of the bundle or of elements thereof...

	<p>Annex IX, 2.4: Standard contract conditions, including contract duration, charges due on early termination of the contract, rights related to the termination of bundled offers or of elements thereof, and procedures and direct charges related to the portability of numbers and other identifiers, if relevant.</p> <p>Hence, the EECC extends certain sectoral protection obligations to all elements of bundles that include at least an internet access service or a publicly available number-based interpersonal communications service, irrespective of the bundle's nature/sector.</p>
<ul style="list-style-type: none"> <li>• <a href="#">Directive of the European Parliament and of the Council on certain aspects concerning contracts for the supply of digital content (waiting for publication)</a></li> </ul>	<p>Article 3 (6) Where a single contract between the same trader and the same consumer includes in a bundle elements of supply of digital content or a digital service and elements of the provision of other services or goods, this Directive shall only apply to the elements of the contract concerning the digital content or digital service.</p> <p>Article 19 of this Directive shall not apply where a bundle within the meaning of Directive (EU) 2018/1972 includes elements of an internet access service or a number-based interpersonal communications service as defined in point (6) of Article 2 of Directive (EU) 2018/1972.</p> <p>The effects that the termination of one element of a bundle contract may have on the other elements of the bundle contract shall be governed by national law.</p>
<b>Financial products (including insurance)</b>	
<ul style="list-style-type: none"> <li>• <a href="#">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</a></li> </ul>	<p>Article 8 “Member States shall ensure that, when a payment account is offered as part of a package together with another product or service which is not linked to a payment account, the payment service provider informs the consumer whether it is possible to purchase the payment account separately and, if so, provides separate information regarding the costs and fees associated with each of the other products and services offered in that package that can be purchased separately.”</p>

<ul style="list-style-type: none"> <li>• <a href="#">Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (recast)</a></li> </ul>	<p>Article 24 on cross-selling of insurance products with other goods or services obliges insurance distributor to inform the customer whether it is possible to buy the different components separately and, if so, shall provide an adequate description of the different components of the agreement or package as well as separate evidence of the costs and charges of each component.</p> <p>The distributor must also provide an adequate description of the different components of the agreement or package and the way in which their interaction modifies the risk or the insurance coverage.</p> <p>Furthermore, where an insurance product is ancillary to a good or a service which is not insurance, as part of a package or the same agreement, the insurance distributor shall offer the customer the possibility of buying the good or service separately.</p> <p>The article includes a potentially far-reaching provision to protect consumers, where bundling of insurance with other service or goods could be detrimental to them:</p> <p>“Member States may maintain or adopt additional stricter measures or intervene on a case-by-case basis to prohibit the sale of insurance together with an ancillary service or product which is not insurance, as part of a package or the same agreement, when they can demonstrate that such practices are detrimental to consumers.”</p> <p>While Article 30 obliges insurance actors to assess a customer’s knowledge and experience with the product, and to determine the suitability and appropriateness of the product, including bundled packages, for the customer. i.e. that they are „re in accordance with that person’s risk tolerance and ability to bear losses.“ The assessment must the assessment consider whether the overall bundled package is appropriate for the customer.</p> <p>Article 30 (1) and (2): Member States shall ensure that where an insurance intermediary or insurance undertaking provides investment advice recommending a package of services or products pursuant the overall bundled package is suitable.</p>
<b>Consumers</b>	
<ul style="list-style-type: none"> <li>• <a href="#">Directive on representative actions for the protection of the collective interests of consumers</a></li> </ul>	<p>In combination with sectorial legislation</p>

<ul style="list-style-type: none"> <li>• <a href="#"><u>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</u></a></li> </ul>	<p>New Article 6a in Directive 2011/83 on consumer rights:</p> <p>Pre-contractual info for contracts concluded on online marketplaces:</p> <p>1 (d) where applicable, how the obligations related to the contract are shared between the third party offering the goods, services or digital content and the provider of the online marketplace. This information shall be without prejudice to the responsibility that the online marketplace or trader may have in relation to the contract under other Union or national law.</p>
<b>Travel</b>	
<ul style="list-style-type: none"> <li>• <a href="#"><u>Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC</u></a></li> </ul>	<p>Overall Directive on package travel</p>

## Annex 5 – Examples of Bundles in Europe

The list of examples provided in this annex is intended for illustrative and information purposes. It is not comprehensive, nor should it be considered as a list of best practices per se. CEER has not analysed whether these offers reflect the Principles presented in this Guide.

Category	Examples	Country	Company	Links
<b>Bundles within a sector</b>				
Electricity + smart home technologies	Smart meters, home security, monitoring the elderly, smart thermostat, intelligent light bulbs	Belgium	Engie Electrabel	<a href="https://www.engie-electrabel.be/fr/electricite-gaz">https://www.engie-electrabel.be/fr/electricite-gaz</a> <a href="https://www.engie-electrabel.be/fr/up">https://www.engie-electrabel.be/fr/up</a>
		France	Engie	<a href="https://particuliers.engie.fr/offres-electricite-gaz.html#panel3">https://particuliers.engie.fr/offres-electricite-gaz.html#panel3</a>
		The Netherlands	Eneco	<a href="https://www.eneco.nl/energieproducten/">https://www.eneco.nl/energieproducten/</a>
		Sweden	Tibber	<a href="https://sverige.tibber.com/">https://sverige.tibber.com/</a>
Telecommunications	TV, phone, internet	The Netherlands	Oxxio	<a href="https://www.oxxio.nl/internet-tv-bellen/">https://www.oxxio.nl/internet-tv-bellen/</a>
		Sweden	Dalakraft	<a href="https://www.dalakraft.se/bredband">https://www.dalakraft.se/bredband</a>
		Ireland	Eir	<a href="https://www.eir.ie/bundles/">https://www.eir.ie/bundles/</a>
			Sky	<a href="https://www.sky.com/ireland/broadband-talk-tv-and-fibre/">https://www.sky.com/ireland/broadband-talk-tv-and-fibre/</a>
	Virgin Media	<a href="https://www.virginmedia.com/shop/bundles">https://www.virginmedia.com/shop/bundles</a>		
	Vodafone	<a href="https://n.vodafone.ie/offers.html">https://n.vodafone.ie/offers.html</a>		

Category	Examples	Country	Company	Links
		Czech Republic	ČEZ	<a href="https://www.cez.cz/cs/299">https://www.cez.cz/cs/299</a>
Electricity + Electric Vehicle (EV)	Installation of EV charging point, app, smart charging, charge card.	Belgium	Engie Electrabel	<a href="https://www.engie-electrabel.be/fr/energie-voiture-electrique">https://www.engie-electrabel.be/fr/energie-voiture-electrique</a>
		France	EDF	<a href="https://particulier.edf.fr/fr/accueil/offres/electricite-bis/offres-marche/vert-electrique-auto.html">https://particulier.edf.fr/fr/accueil/offres/electricite-bis/offres-marche/vert-electrique-auto.html</a>
		The Netherlands	Nuon	<a href="https://www.nuon.nl/producten/elektrisch-rijden/">https://www.nuon.nl/producten/elektrisch-rijden/</a>
		Sweden	Tibber	<a href="https://sverige.tibber.com/products/easee/">https://sverige.tibber.com/products/easee/</a>
		Czech Republic	ČEZ	<a href="https://www.cez.cz/cs/sluzby-pro-zakazniky/elektromobilita/">https://www.cez.cz/cs/sluzby-pro-zakazniky/elektromobilita/</a>
Electricity + gas Electricity + heat (offered by many companies)	Customers who buy district heating from the utility will have a lower price on the power from the power supplier	France	Engie	<a href="https://particuliers.engie.fr/demenagement/electricite-gaz/contrat-electricite-gaz-naturel/duo-energie-garantie.html">https://particuliers.engie.fr/demenagement/electricite-gaz/contrat-electricite-gaz-naturel/duo-energie-garantie.html</a>
		Ireland	Bord Gáis Energy	<a href="https://www.bordgaisenergy.ie/home/our-plans">https://www.bordgaisenergy.ie/home/our-plans</a>
			Electric Ireland	<a href="https://www.electricireland.ie/switch/new-customer/price-plans/electricity-and-gas?priceType=D&amp;pricePlanId=35">https://www.electricireland.ie/switch/new-customer/price-plans/electricity-and-gas?priceType=D&amp;pricePlanId=35</a>
			Energia	<a href="https://www.energja.ie/price-plans/dual-fuel">https://www.energja.ie/price-plans/dual-fuel</a>
	Sweden	Falu Energi & Vatten	<a href="https://www.fev.se/privat/elhandel/vaara-avtal-och-villkor/">https://www.fev.se/privat/elhandel/vaara-avtal-och-villkor/</a>	

Category	Examples	Country	Company	Links
			Gävle energi	<a href="https://www.gavleenergi.se/privat/bli-kund/fiarrvarme/">https://www.gavleenergi.se/privat/bli-kund/fiarrvarme/</a>
Electricity + gas + maintenance (e.g. boiler repair and/or repair of electrical/home appliances and/or air conditioning and/or heat pump equipment)	A bundle of energy supply plus maintenance services on a flat rate monthly price.  As well as offering a choice of standard bundles, consumers can customise their bundles to their own needs for maintenance and repair (e.g. gas and electricity together with annual boiler maintenance plus urgent repairs of equipment/appliances, home appliance insurance) at a monthly flat rate price. The customer will see on their bill the details of all the contracts in the bundle.	Spain	Naturgy	<a href="https://www.naturgy.es/hogar/luz_o_gas/contratar_luz_o_gas/superpacks">https://www.naturgy.es/hogar/luz_o_gas/contratar_luz_o_gas/superpacks</a>
		Portugal	EDP Comercial  Iberdrola	<a href="https://www.edp.pt/particulares/energia/gas-eletricidade-funciona/">https://www.edp.pt/particulares/energia/gas-eletricidade-funciona/</a>  <a href="https://www.iberdrola.pt/servicos/protecao-eletrica-lar">https://www.iberdrola.pt/servicos/protecao-eletrica-lar</a>



Category	Examples	Country	Company	Links
Electricity + electricity + general repair services	A bundle of energy supply (single or dual) plus home maintenance services for a global annual fee, paid monthly. Repair and maintenance services include for example hanging curtains, paintings, mirrors, shelves, changing windows and insulating them with silicone, repairing (non-mechanical) blinds, installing interior doors, handles, assembling furniture, changing lamps, plugs, etc.)	Portugal	Galp Power	<a href="https://energia-galp.com/files/Condicoes_Gerais_Comfort_Home_care_Galp.pdf">https://energia-galp.com/files/Condicoes_Gerais_Comfort_Home_care_Galp.pdf</a>
<b>Bundles across sectors</b>				
Electricity + gas + waste collection	Panda (a waste disposal company which is re-branding itself as a utility provider) offers gas only; electricity only; dual fuel (gas and electricity packages to Panda customers (which are discount for 1 year to the normal tariffs and (for existing customers) a 50 Euro waste discount – these are not permanent benefits); and gas+electricity+waste packages	Ireland	Panda	<a href="https://www.pandapower.ie/switch-now/">https://www.pandapower.ie/switch-now/</a>

Category	Examples	Country	Company	Links
Telecommunications + Energy	Bundling utility services (across sectors) together (e.g. house phone + mobile + broadband + energy)	United Kingdom	Utility Warehouse Shell Energy SSE	<a href="https://www.utilitywarehouse.co.uk/bundles/">https://www.utilitywarehouse.co.uk/bundles/</a> <a href="https://www.shellenergy.co.uk/">https://www.shellenergy.co.uk/</a> <a href="https://sse.co.uk/bundles">https://sse.co.uk/bundles</a>
Energy + health insurance	A bundle of energy supply (single or dual) plus private health insurance, covering exams, treatments, consultations, hospitalization, etc.	Portugal	Galp Power	<a href="https://energia-galp.com/files/Condicoes_Gerais_Assistencia_Familia.pdf">https://energia-galp.com/files/Condicoes_Gerais_Assistencia_Familia.pdf</a>
<b>Energy plus discounts on other goods/services that offer a permanent benefit to consumers from the bundle that cannot be obtained by buying the individual services separately</b>				
Energy + health plan	A bundle of energy supply (single or dual) plus a health plan with discounts for major private health providers with no customer retention along with energy contract	Portugal	EDP Commercial	<a href="https://www.edp.pt/particulares/servicos/plano-edp-saude/">https://www.edp.pt/particulares/servicos/plano-edp-saude/</a>

## Annex 6 – Comparison tools that include bundled offers

The list of examples provided in this annex is intended for illustrative and information purposes. It is not comprehensive, nor should it be considered as a list of best practices per se. CEER has not analysed whether these comparison tools reflect the Principles presented in this Guide. CEER notes further that some of these comparison sites may be privately run and may or may not have received accreditation at national level.

Category	Examples	Country	Comparison website status (e.g. public, private, accredited, etc.)	Company	Links
Energy	Electricity + gas (dual fuel)	Belgium	Consumer association	Test achats	<a href="https://www.test-achats.be/maison-energie/gaz-electricite-mazout-pellets/calculateur/energie-qui-deviendra-votre-fournisseur/?landingpage#">https://www.test-achats.be/maison-energie/gaz-electricite-mazout-pellets/calculateur/energie-qui-deviendra-votre-fournisseur/?landingpage#</a>
			Private	Mesfournisseurs	<a href="https://www.monenergie.be/comparatif-electricite-gaz-energie-">https://www.monenergie.be/comparatif-electricite-gaz-energie-</a>
		France	Mediator of the energy sector	Le médiateur national de l'énergie	<a href="https://comparateur-offres.energie-info.fr/comparateur-offres-electricite-gaz-naturel/offerAction!searchEligibleOffers.action">https://comparateur-offres.energie-info.fr/comparateur-offres-electricite-gaz-naturel/offerAction!searchEligibleOffers.action</a>
		Private	Selectra	<a href="https://comparateur.selectra.info/electricite">https://comparateur.selectra.info/electricite</a>	
		Ireland	Private, accredited by the energy regulator (CRU)	Bonkers.ie	<a href="http://www.bonkers.ie">www.bonkers.ie</a>

Category	Examples	Country	Comparison website status (e.g. public, private, accredited, etc.)	Company	Links
			Private, accredited by the energy regulator (CRU)	Power to Switch Switcher.ie	<a href="http://www.powertoswitch.ie/">www.powertoswitch.ie/</a> <a href="http://www.switcher.ie">www.switcher.ie</a>
		UK	All are private, accredited by the energy regulator (Ofgem) via a voluntary Confidence Code	Energy Helpline  Money Super Market  My utility genius  uSwitch	<a href="https://www.energyhelpline.com/fri/">https://www.energyhelpline.com/fri/</a>  <a href="https://www.moneysupermarket.com/gas-and-electricity/">https://www.moneysupermarket.com/gas-and-electricity/</a>  <a href="https://www.myutilitygenius.co.uk/">https://www.myutilitygenius.co.uk/</a>  <a href="https://www.uswitch.com/gas-electricity/">https://www.uswitch.com/gas-electricity/</a>
Energy	Electricity + Gas + other elements in bundles	Denmark	The Danish electricity comparison tool is operated by the energy regulator, DUR. It covers all products offered by electricity suppliers to customers with an annual consumption of up to 100,000 kWh	DUR	<a href="http://www.elpris.dk">www.elpris.dk</a>

Category	Examples	Country	Comparison website status (e.g. public, private, accredited, etc.)	Company	Links
			(household customers and small/medium size businesses) including bundles where electricity forms part of the bundle. Currently, only one supplier in Denmark has reported bundled products to Elpris.dk.		
		Portugal	Consumer association	DECO	<a href="https://www.deco.proteste.pt/casa-energia/eletricidade-gas/simule-e-poupe/eletricidade-gas-melhor-tarifa/?landingpage">https://www.deco.proteste.pt/casa-energia/eletricidade-gas/simule-e-poupe/eletricidade-gas-melhor-tarifa/?landingpage</a>
			Energy Regulator	ERSE	<a href="https://simulador.precos.erse.pt/">https://simulador.precos.erse.pt/</a>
		Spain	Energy Regulator	CNMC	<a href="https://comparadorofertasenergia.cnmc.es/comparador/ayuda7.cfm">https://comparadorofertasenergia.cnmc.es/comparador/ayuda7.cfm</a>  <a href="https://www.cnmc.es/sites/default/files/2233868_2.pdf">https://www.cnmc.es/sites/default/files/2233868_2.pdf</a> (see page 34)
Telecomm unications	TV + phone + internet	Belgium	Private	Mesfournisseurs	<a href="https://www.mesfournisseurs.be/telecom">https://www.mesfournisseurs.be/telecom</a>

Category	Examples	Country	Comparison website status (e.g. public, private, accredited, etc.)	Company	Links
		Ireland	Private, accredited by the energy regulator (CRU) Private, accredited by the energy regulator (CRU)	Bonkers.ie Switcher.ie	<a href="http://www.bonkers.ie">www.bonkers.ie</a> <a href="http://www.switcher.ie">www.switcher.ie</a>
		UK	Private (accredited by the energy regulator (Ofgem)) Private, accredited by the energy regulator (Ofgem)	Money Super Market uSwitch	<a href="https://www.comparethemarket.com/broadband-phone-tv/">https://www.comparethemarket.com/broadband-phone-tv/</a> <a href="https://www.uswitch.com/broadband/packages/">https://www.uswitch.com/broadband/packages/</a>
		Netherlands	Private, not accredited	Totaalwijzer, Easyswitch, Pricewise, Consumentenbond	<a href="https://www.totaalwijzer.nl/">https://www.totaalwijzer.nl/</a> <a href="https://www.easyswitch.nl/">https://www.easyswitch.nl/</a> <a href="https://www.pricewise.nl/">https://www.pricewise.nl/</a> <a href="https://www.consumentenbond.nl/alles-in-1">https://www.consumentenbond.nl/alles-in-1</a>
Travel	All-inclusive holiday	UK	Private, not accredited Private, accredited Private, accredited	GoCompare Money Super Market QuoteZone (insurance, money, travel, energy etc.)	<a href="https://www.gocompare.com/holidays/">https://www.gocompare.com/holidays/</a> <a href="https://www.moneysupermarket.com/gas-and-electricity/">https://www.moneysupermarket.com/gas-and-electricity/</a> <a href="https://www.quotezone.co.uk/">https://www.quotezone.co.uk/</a>

Category	Examples	Country	Comparison website status (e.g. public, private, accredited, etc.)	Company	Links
Insurance/ personal finance/ other	Home- insurance (building, household and living, glass) and liability insurance	The Netherlands	Private, not accredited	Geld.nl Independer	<a href="https://www.geld.nl/woonverzekering/vergelijken/">https://www.geld.nl/woonverzekering/vergelijken/</a> <a href="https://www.independer.nl/woonverzekering/intro.aspx">https://www.independer.nl/woonverzekering/intro.aspx</a>