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REPORT

CEER Report on Consumer Protection Issues 2026

21.09.2026

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[CRM WG]

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Council of European Energy Regulators ASBL
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Information page

Abstract

This report by the Council of European Energy Regulators examines key consumer protection challenges in European retail energy markets, focusing on five areas: bill design, complaint handling, supplier switching, early contract termination fees and unfair commercial practices in distance selling. Drawing on case studies and survey responses from National Regulatory Authorities across the EU, Great Britain and Norway, the report recommends improving bill clarity, simplifying complaint procedures, strengthening switching and cybersecurity standards, enhancing transparency and consistency in contract termination fee regulation, and reinforcing enforcement mechanisms against unfair commercial practices. Overall, the report aims to strengthen consumer confidence, transparency, and competition in European energy retail markets.

Target audience

European Commission, energy suppliers, gas/electricity customers, consumer representative groups, network operators, Member States, academics and other interested parties.

Keywords

Consumer protection, bill design, complaint handling, switching process, switching procedures, early termination fees, unfair commercial practices, distant selling

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Table of contents

List of figures

List of tables

Executive Summary

Background

The CEER Report on Consumer Protection Issues examines five selected consumer protection domains. By providing a comprehensive in-depth picture of current challenges in European energy retail markets, this report contributes to a better understanding of contemporary consumer protection challenges and how to overcome them to the benefit of millions of energy consumers.

Over the past 25 years of EU energy market liberalisation, electricity and gas bills have evolved into important instruments for informing consumers about energy consumption, costs, contractual conditions and consumer rights. At the same time, increasing regulatory requirements and growing market complexity have made bills longer, more technical and more difficult for consumers to comprehend. Recent developments in retail energy markets—including dynamic pricing, self-generation, energy sharing, and digital consumer services—have further increased the **complexity of billing information** and consumer communication. This report investigates how recent efforts to improve bill design, such as sample bills or templates, aim to facilitate understanding energy consumption.

European legislation grants electricity and gas consumers the right to have their complaints addressed, requiring suppliers and distribution system operators (DSO) to implement complaint-handling systems that facilitate customer access to these procedures. **Complaint handling** is managed in different ways, according to domestic legislation of each country, and depending on various factors such as the proportionate volume of complaints received, the stage of market liberalisation, the procedures adopted by suppliers and DSO, and the resources available to regulators for managing requests. This report aims to identify the major challenges national regulatory authorities (NRAs) face in handling complaints (either presented directly to the suppliers/DSO, but also whenever presented to the regulators), share examples of best practices, and identify possible solutions.

Energy **supplier switching** is an important indicator of customer engagement as well as an important tool to boost competition in markets and should therefore be guaranteed as a fundamental right of customers. Even though supplier switching has been facilitated by regulation and process automation in many countries, many electricity and gas consumers tend to remain with their current supplier for extended periods, often without actively exploring alternative offers. In addition to a lack of information and energy literacy, which prevents consumers from taking advantage of more favourable commercial offers, operational and technical inefficiencies represent a challenge, as well as increased digitalisation and automation of market processes that require stronger safeguards to prevent unauthorised access, misuse or manipulation of switching procedures. This report identifies the main challenges customers face during the process of switching suppliers, from choosing a new supplier to ensuring the switch is carried out in a simple and transparent manner.

Contract termination fees constitute an important element of the regulatory framework governing retail electricity and gas markets, particularly in the context of fixed-term, fixed-price contracts. While such fees may be justified to reflect actual costs incurred by suppliers in specific cases, experience across countries shows significant diversity in their design, calculation and regulatory treatment. In most jurisdictions, the methodology for calculating these fees is not explicitly defined in legislation and is largely determined by suppliers, often based on hedging strategies and portfolio management considerations. At the same time, NRAs are progressively enhancing transparency requirements, clarifying the scope of application and strengthening monitoring practices, with the aim of ensuring that termination fees remain proportionate, predictable and do not hinder consumers' right to switch.

Consumers often have limited knowledge of how the energy market operates and may struggle to assess which offer best meets their needs. In this context, **aggressive or unfair commercial practices** can be exploited by suppliers, quite often through distance customer acquisition channels. Thus, the way in which (pre-)contractual information is presented, along with the implementation of measures to protect consumers from unsolicited commercial practices, is particularly important. The existence and effective use of enforcement powers by NRAs, and/or other competent authorities, is equally important to ensure compliance with applicable consumer protection rules. This report presents detailed country experiences in monitoring and addressing unfair commercial practices, while also providing an overview of the issue across Europe.

Objectives and contents of the document

Building on the findings of recent ACER-CEER Market Monitoring Reports, this report examines selected consumer protection issues in greater depth through dedicated case studies and survey responses from NRAs across the EU, Great Britain and Norway. The report focuses on five key issues identified by NRAs as particularly relevant for consumer protection in contemporary energy retail markets:

- bill design;
- complaint handling;
- switching processes and procedures;
- contract termination fees; and
- unfair commercial practices in distance selling.

The report draws on case studies from NRAs across the EU, Great Britain and Norway. NRAs provided information on national legal frameworks, their responsibilities, the main challenges observed in their countries and ongoing or planned measures to improve consumer protection. To assess the availability and scope of major consumer protections across all of Europe, complementary information was collected via a survey from 21 NRAs.[1]

[1] Participating NRAs from Austria, Belgium, Croatia, Czechia, Germany, Estonia, Finland, France, Great Britain, Greece, Hungary, Italy, Luxembourg, Latvia, Malta, Norway, Poland, Portugal, Slovenia, Spain and Sweden.

Brief summary of the recommendations

Based on the case studies and survey findings, the report recommends that:

- NRAs and policy makers continue to **prioritise concise and prominently displayed key billing information**, promote **clear and comparable bill templates** developed through stakeholder consultation, further integrate **digital tools** into billing practices while ensuring that core information remains accessible and understandable for all consumers, including those with limited digital capacities;

- NRAs and policy makers develop a **legal definition of a complaint** to help consumers understand the applicable complaint handling procedures. They should also provide **access to user-friendly, simple tools for submitting complaints** and clarify the entities responsible for managing complaints and ensuring consumers' rights in this regard. **Deadlines** for responding to complaints from suppliers and DSOs should be set, and NRAs should define the compensation to which consumers are entitled if deadlines are not met.

- NRAs and policy makers should further **support the development of user-friendly comparison and switching platforms** to help customers make informed decisions and benefit from more competitive offers; **strengthen and harmonise switching procedures** through technical and operational standardisation; enhance consumer protection and **cybersecurity requirements** to foster consumer trust, prevent unauthorised switching activities; and ensure **effective supervision** and continuous market coordination.

- Further improvements can be achieved through enhanced clarity and consistency in the application of **termination fee rules** across MS. Clearly defining the scope of eligible contracts, **strengthening transparency** so that consumers can better understand and anticipate potential costs and promoting the use of **common principles or indicative approaches for calculating termination fees** contributes to a more consistent regulatory framework. In parallel, continued attention to indirect termination practices and the use of monitoring tools and consumer-focused instruments, such as price comparison platforms, further support effective switching and reinforce consumer confidence in the retail electricity market.

- Regarding unfair commercial practices in **distance selling**, NRAs focus on **tackling** practices that create an (artificial) sense of urgency and pressure consumers into making contractual decisions without sufficient time for consideration. These efforts should be complemented with proper **enforcement tools**. Moreover, collaboration with other competent authorities contributes to a seamless and stronger enforcement that effectively deters more opportunistic behaviours by suppliers.

1 Introduction

Recent ACER-CEER Market Monitoring Reports on retail markets have provided important insights into consumer protection across the EU, Great Britain and Norway. Building on this work, in this report CEER examines selected consumer protection issues in greater depth and provides a more comprehensive picture of current challenges in European energy retail markets.

The 2026 CEER Report on Consumer Protection Issues aims to:

- provide a structured overview of key consumer protection issues and the related national legal and regulatory frameworks;
- identify and analyse major problems and challenges across European energy retail markets; and
- examine measures taken by NRAs to address barriers and strengthen consumer protection.

Drawing on their regulatory experience, NRAs identified five priority topics for 2026:

- confusing electricity and gas bill design;
- inadequate complaint handling processes;
- cumbersome switching procedures;
- inappropriate contract termination fees; and
- unfair commercial practices in distance selling.

The report is based on NRA case studies. Each topic is covered in a dedicated chapter outlining the European and national legal framework, key challenges, current regulatory responses, and recommendations.

The report draws on case studies submitted by NRAs across the EU, Great Britain and Norway. NRAs provided information on national legal frameworks, their responsibilities, the main challenges observed in their countries, and ongoing or planned measures to improve consumer protection.

Case studies cover the following countries:

- Bill design: Austria, France, Greece, Italy, Norway and Spain;
- Complaint handling: Greece, Hungary, Latvia and Portugal;
- Switching procedures: Ireland, Norway and Portugal;
- Contract termination fees: Greece, Italy, and Sweden; and
- Unfair commercial practices: Hungary, Poland and Spain.

To complement the case studies and broaden geographical coverage, NRAs also responded to a standardised survey. This helped provide a more complete overview of how these consumer protection issues are addressed across Europe.

2 Bill design

Over 25 years of EU energy market liberalisation, electricity and gas bills have evolved into key documents informing consumers about energy consumption, costs, and a broad range of consumer rights and protections. At the same time, bills have become increasingly lengthy and complex, reducing consumer engagement. While suppliers and DSOs design bills in line with corporate branding and national legal requirements, NRAs increasingly provide sample bills and templates to promote accurate billing, improve clarity and enhance comparability.

NRAs are typically responsible for monitoring market participants and DSOs, including the enforcement of billing rules. As evidenced by several case studies, they also handle billing-related complaints, giving them insight into current challenges with electricity and gas bills. In some countries, a significant share of complaints relates to billing accuracy. For instance, the Greek regulator (RAAEY) has identified misleading practices such as the lack of clear distinctions between supply charges and regulated network charges as well as the issuance of multiple settlement bills for the same consumption period often combined with adjustments in the final price of variable products. More recently, concerns have also arisen around dynamic price contracts, where matching hourly prices with hourly consumption has become a key issue for consumers.

NRAs widely agree that bill design is essential for helping consumers understand bills and engage more actively, for example through price comparisons or consumption management. Transparency, simplicity, clarity, user-friendliness and comprehensibility are therefore closely linked to bill design. It is thus important not only to examine bill content, but also how information is presented to consumers.

2.1 Legal Background

Current European legislation—particularly Art. 18 of EU Electricity Directive 2019/944 and Art. 16 of EU Gas Directive 2024/1788 together with Annex I of each Directive—requires bills to be accurate, easy to understand, clear, concise, user-friendly and easy to compare. The EU's Clean Energy Package also distinguishes key billing information that must appear prominently and separately from other details. This includes consumed electricity volume, supplier contact details, tariff name, switching benefits, alternative dispute resolution (ADR) rights and more. This reflects a policy judgment on which bill elements are most important for consumer understanding and usability. It thus clarifies *what* information bills must contain but does not specify *how* to present this information to consumers.

MSs have broadly transposed these requirements, building on earlier EU energy legislation, into extensive national rules. Previous ACER-CEER Market Monitoring Reports have already demonstrated compliance by showing that core billing information appears on typical national bills. Regulatory frameworks thus establish minimum mandatory information that must be included in electricity bills issued to final customers by any supplier or DSO.

2.2 Challenges and problems in bill design

Bills are lengthy and technical in most MSs because they must contain extensive mandatory information, whether on paper or digital formats. Infrequent billing—often only annual—further reduces comprehensibility, as consumers rarely engage with bills. As all NRAs submitting case studies note, this information overload discourages many consumers from engaging further with energy markets.

Although detailed transparency requirements allow thorough scrutiny of bills, they often conflict with the objective of simplicity and do not match the needs and expectations of many household consumers. NRAs recognise the need to balance the trade-offs between transparency, usability and consumer understanding. At the same time, the growing complexity of retail markets exposes consumers to dynamic pricing, self-generation, energy sharing, multiple suppliers, and additional energy services, all of which affect billing and making it more difficult to understand energy costs. For example, consumers on dynamic tariffs struggle to reconstruct their paper bills because the invoice can only present a monthly average price (weighted by consumption) and total usage, whereas verifying the bill requires replicating the calculation by multiplying hourly prices with actual hourly consumption.

Growing differentiation among energy consumers—not only between households and businesses, but also within these groups—raises questions about what bills should achieve and for whom. Consumer preferences differ widely depending on engagement, knowledge, exposure to energy matters, technical skills and socio-demographic factors.

Energy bill design reflects the competing objectives of suppliers, consumer organisations, policy makers, and regulators. Suppliers must recover payments while complying with extensive legal information requirements, including references to comparison tools that may encourage switching. Consumer organisations often favour standardised presentation formats, while regulators and policy makers pursue broader transparency and consumer protection goals. As a result, bills are expected to communicate consumption, rights, protections and market opportunities, all at once.

This creates conflicting expectations: bills are meant to be both highly transparent and simple. Consequently, communication often fails, with suppliers including legally required information but paying limited attention to consumer understanding. Important information may be hidden in small print, on back pages, or within overcrowded layouts lacking clear visual guidance. Although individual suppliers and DSOs often offer explanatory materials for their own bills – e.g. on-line bill explainers or a company sample bill, issues of comprehensibility and comparability of (overloaded) bills remain.

In response, policy makers and regulators are exploring new ways to improve consumer empowerment through paper and digital billing tools. NRAs increasingly promote streamlined bill designs, though not through a single standardised model. A survey among CEER members shows that 5 out of 21 replying NRAs from the EU, Great Britain and Norway provide sample bills or templates, namely NRAs from Austria, Greece, Italy, Latvia and Slovenia. In two other countries, governmental authorities (ministries) provide such documents (Belgium and Spain) and in Hungary a sample bill is established by law for universal service customers. In the remaining countries, no authoritative body provides such material (apart from individual suppliers and DSOs explaining their own bills which is, by definition, not a nation-wide template or sample bill).

Yet, many NRAs propose that bills include clearly structured sections—such as summaries or dedicated first pages containing key information, as in Austria, Greece, and Italy—while leaving flexibility for the remaining content. Some NRAs, including in Spain, also support digital tools that provide more detailed billing information and encourage engagement with modern energy markets.

2.3 Finding solutions to current bill design issues

NRAs responding to the call for case studies use various measures to improve bill design. In some countries, national law requires NRAs to provide templates and/or prescribe wording for selected billing information. The main objectives are to improve transparency, simplicity, clarity, and comprehensibility of electricity and gas bills through two broad approaches:

- developing bill templates or sample bills that define which information must be displayed prominently; and
- developing, or supporting the development of, mainly digital tools that explain billing information, verify bill accuracy, and encourage greater consumer engagement with energy markets.

2.3.1 NRA energy bill templates

Templates or sample bills provide authoritative guidance on designing energy bills to improve consumer understanding and engagement. Regulators often invest significant resources in stakeholder consultation and draw on broad expertise across energy markets. For example, the Austrian regulator (E-Control) regularly consults consumer groups in a taskforce addressing billing issues. In France, ongoing consultation processes include stakeholder working groups to update bill content, templates and related regulations. Similarly, the Greek regulatory authority (RAAEY) developed standardised electricity bill templates through public consultation to improve transparency, clarity, comparability and the presentation of cost components. In Italy, the latest bill design regulation (Decree 315/2024/R/com) is based on two major public consultations, a population survey, exchange with consumer organisations and suppliers and an impact assessment comparing regulatory options and their expected effects on bill design.

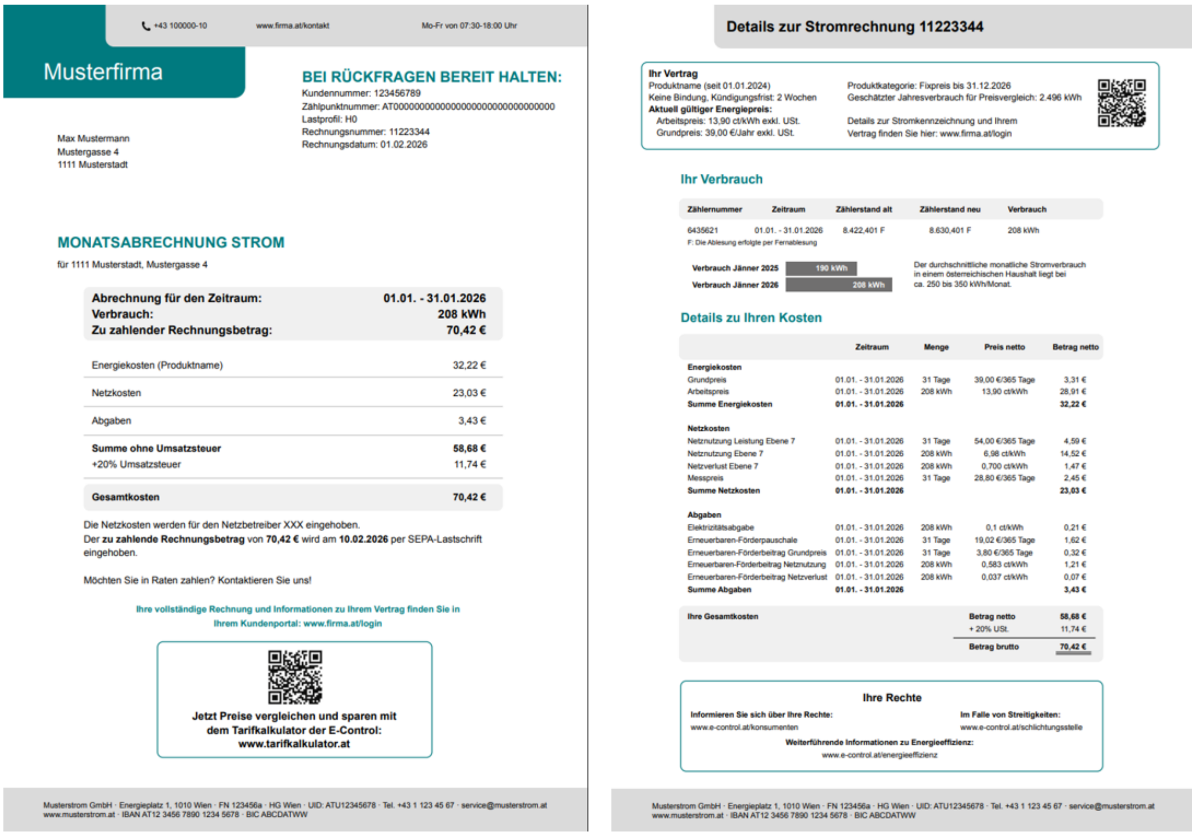
Overall, NRAs identify three main questions in designing templates for energy bills:

1. What information should feature most prominently on any electricity and gas bill?
2. What degree of standardisation of energy bills across suppliers is advisable?
3. How to connect energy bills to new digital tools to enhance transparency and engagement and fulfil legal requirements concerning remaining billing information?

2.3.1.1 Identifying prominent information

Selecting a manageable set of key information for prominent display is challenging. In Austria, for example, sample bills are designed around the needs of consumers with standard contracts without price guarantee, no self-generation, exclusive market participation (i.e. no active consumption, no energy sharing, etc…), and integrated billing for supply and network charges (see Figure 1). An additional document provides information on specific case-based extra information, such as on how to present rebates. Separate sample bills address differences between annual and monthly billing, the latter becoming more common in Austria.

CEER's NRA survey further illustrates that existing templates differentiate along similar lines in other countries. Most often, different samples or templates are available for bills on different product types (flat, time-of-use, dynamic price, etc.) such as in Greece, Hungary and Spain.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Max Mustermann
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1111 Musterstadt

MONATSABRECHNUNG STROM

für 1111 Musterstadt, Mustergasse 4

Abrechnung für den Zeitraum:	**01.01. - 31.01.2026**
Verbrauch:	**208 kWh**
Zu zahlender Rechnungsbetrag:	**70,42 €**
Energiekosten (Produktname)	32,22 €
Netzkosten	23,03 €
Abgaben	3,43 €
Summe ohne Umsatzsteuer	**58,68 €**
+20% Umsatzsteuer	11,74 €
Gesamtkosten	**70,42 €**

Die Netzkosten werden für den Netzbetreiber XXX eingehoben.
Der **zu zahlende Rechnungsbetrag** von **70,42 €** wird am **10.02.2026** per SEPA-Lastschrift eingehoben.

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Details zur Stromrechnung 11223344

Ihr Vertrag
Produktname (seit 01.01.2024)
Keine Bindung, Kündigungsfrist: 2 Wochen
Aktuell gültiger Energiepreis:
Arbeitspreis: 13,90 ct/kWh exkl. USt.
Grundpreis: 39,00 €/Jahr exkl. USt.

Produktkategorie: Fixpreis bis 31.12.2026
Geschätzter Jahresverbrauch für Preisvergleich: 2.496 kWh

Details zur Stromkennzeichnung und Ihrem Vertrag finden Sie hier: www.firma.at/login

Ihr Verbrauch

Zählernummer	Zeitraum	Zählerstand alt	Zählerstand neu	Verbrauch
6435621	01.01. - 31.01.2026	8.422,401 F	8.630,401 F	208 kWh

F: Die Ablesung erfolgte per Fernablesung

Der durchschnittliche monatliche Stromverbrauch in einem österreichischen Haushalt liegt bei ca. 250 bis 350 kWh/Monat.

Details zu Ihren Kosten

	Zeitraum	Menge	Preis netto	Betrag netto
Energiekosten				
Grundpreis	01.01. - 31.01.2026	31 Tage	39,00 €/365 Tage	3,31 €
Arbeitspreis	01.01. - 31.01.2026	208 kWh	13,90 ct/kWh	28,91 €
Summe Energiekosten	**01.01. - 31.01.2026**			**32,22 €**
Netzkosten				
Netznutzung Leistung Ebene 7	01.01. - 31.01.2026	31 Tage	54,00 €/365 Tage	4,59 €
Netznutzung Ebene 7	01.01. - 31.01.2026	208 kWh	6,98 ct/kWh	14,52 €
Netzverlust Ebene 7	01.01. - 31.01.2026	208 kWh	0,700 ct/kWh	1,47 €
Messpreis	01.01. - 31.01.2026	31 Tage	28,80 €/365 Tage	2,45 €
Summe Netzkosten	**01.01. - 31.01.2026**			**23,03 €**
Abgaben				
Elektrizitätsabgabe	01.01. - 31.01.2026	208 kWh	0,1 ct/kWh	0,21 €
Erneuerbaren-Förderpauschale	01.01. - 31.01.2026	31 Tage	19,02 €/365 Tage	1,62 €
Erneuerbaren-Förderbeitrag Grundpreis	01.01. - 31.01.2026	31 Tage	3,80 €/365 Tage	0,32 €
Erneuerbaren-Förderbeitrag Netznutzung	01.01. - 31.01.2026	208 kWh	0,583 ct/kWh	1,21 €
Erneuerbaren-Förderbeitrag Netzverlust	01.01. - 31.01.2026	208 kWh	0,037 ct/kWh	0,07 €
Summe Abgaben	**01.01. - 31.01.2026**			**3,43 €**
Ihre Gesamtkosten			**Betrag netto**	**58,68 €**
			+ 20% USt.	11,74 €
			Betrag brutto	**70,42 €**

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Figure 1 Electricity sample bill for a monthly bill, Austria.
Source: E-Control, 2026.

Furthermore, NRA templates also address design features directly. Sample bills often use colours, font sizes, boxes and other visual elements, to highlight essential information while still allowing suppliers to reflect their corporate identity.

Bills usually include a dedicated first or overview page containing the most important information. In Austria, efforts were made to limit the amount of information on the first page, with supplementary material shifted online, with more appealing individual online means to present (complex) information. The Austrian sample bill (see Figure 1) therefore only includes supplier and customer details, metering point and load profile, billing period, consumption volume and the amount due broken down by cost components. It also provides links to further information, including a QR code to E-Control's comparison tool.

A similar approach exists in Greece, where separate standardised templates were developed for fixed-price, variable-price and dynamic contracts (see Figure 2). These templates contain minimum information defined by the regulator as essential for consumer understanding. A key feature is the clear separation of supply charges, regulated network tariffs and other non-energy costs, to improve transparency and reduce confusion.

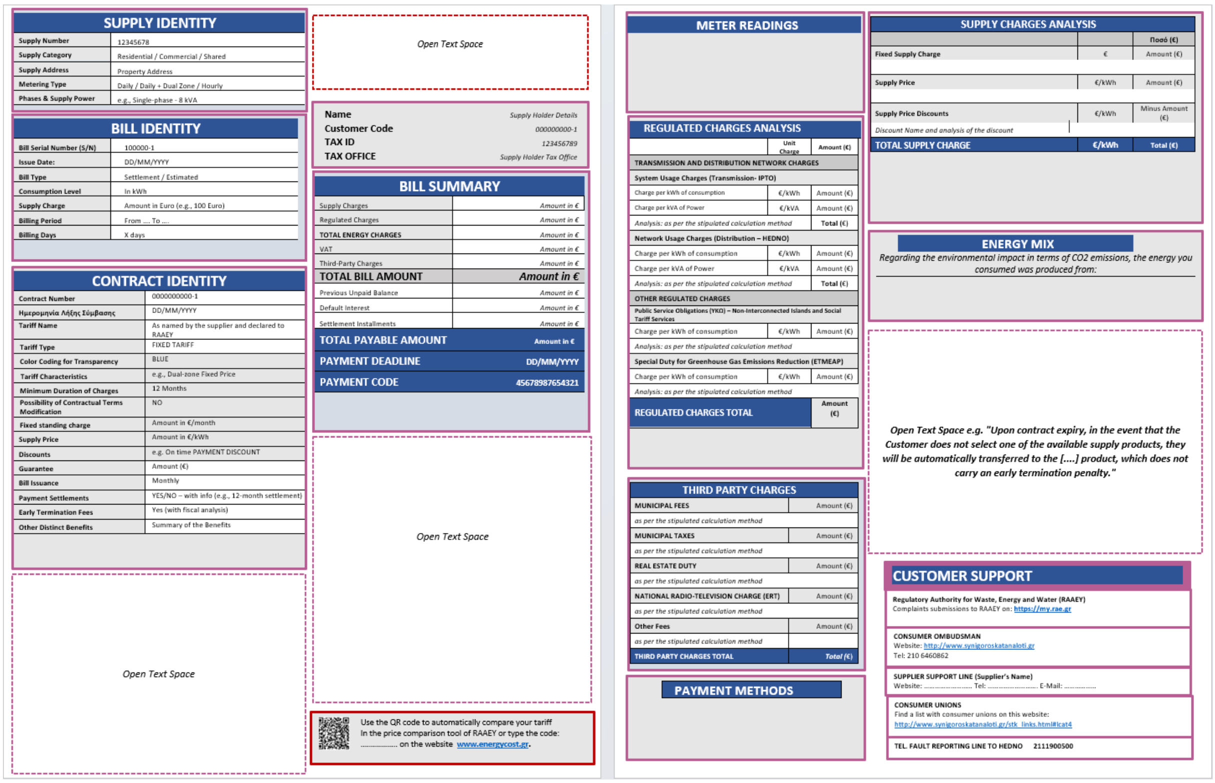
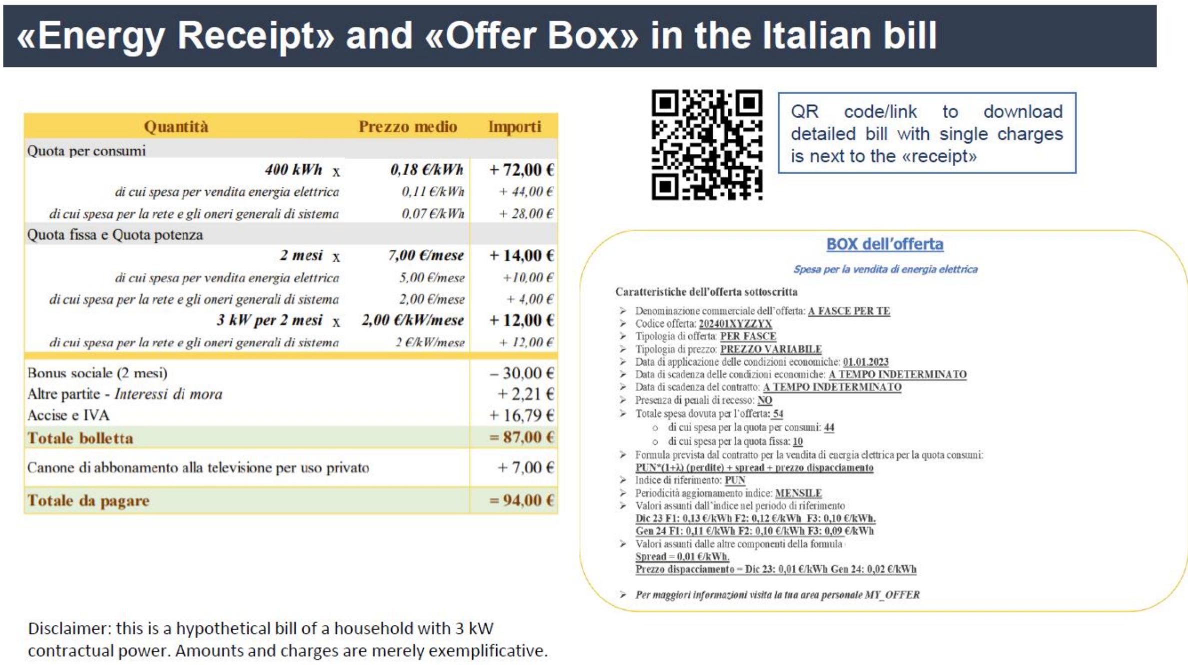


Figure 2 Electricity bill template, Greece.
Source: RAAEY, 2026.

In Italy, regulations require two billing documents: a concise “synthetic bill” presenting key information in text and numerical form, and a “detailed bill” containing all calculations behind the final amount due. Recent reforms aim to improve comparability, standardisation and simplicity. The second page of the Italian electricity bill has been redesigned in an “energy receipt” format, resembling a supermarket receipt and presenting the bill calculations in a more intuitive way. Consumption volumes are multiplied by unit prices while network charges, taxes, discounts and promotional offers are clearly itemised to arrive at the final amount to pay. Consumers also find a QR code linking to detailed billing information and an “offer box” summarising the main contract terms. While suppliers may use their own colours and brandings, they must follow the prescribed sequence of information and overall layout. The energy receipt and offer box are shown in Figure 3.


«Energy Receipt» and «Offer Box» in the Italian bill

Quantità	Prezzo medio	Importi
Quota per consumi		
400 kWh x	*0,18 €/kWh*	+ 72,00 €
di cui spesa per vendita energia elettrica	*0,11 €/kWh*	*+ 44,00 €*
di cui spesa per la rete e gli oneri generali di sistema	*0,07 €/kWh*	*+ 28,00 €*
Quota fissa e Quota potenza		
2 mesi x	*7,00 €/mese*	+ 14,00 €
di cui spesa per vendita energia elettrica	*5,00 €/mese*	*+10,00 €*
di cui spesa per la rete e gli oneri generali di sistema	*2,00 €/mese*	*+ 4,00 €*
3 kW per 2 mesi x	*2,00 €/kW/mese*	+ 12,00 €
di cui spesa per la rete e gli oneri generali di sistema	*2 €/kW/mese*	*+ 12,00 €*
Bonus sociale (2 mesi)		– 30,00 €
Altre partite - *Interessi di mora*		+ 2,21 €
Accise e IVA		+ 16,79 €
Totale bolletta		**= 87,00 €**
Canone di abbonamento alla televisione per uso privato		+ 7,00 €
Totale da pagare		**= 94,00 €**

QR code/link to download detailed bill with single charges is next to the «receipt»

BOX dell’offerta

Spesa per la vendita di energia elettrica

Caratteristiche dell’offerta sottoscritta

- Denominazione commerciale dell’offerta: A FASCE PER TE
- Codice offerta: 202401XYZZYX
- Tipologia di offerta: PER FASCE
- Tipologia di prezzo: PREZZO VARIABILE
- Data di applicazione delle condizioni economiche: 01.01.2023
- Data di scadenza delle condizioni economiche: A TEMPO INDETERMINATO
- Data di scadenza del contratto: A TEMPO INDETERMINATO
- Presenza di penali di recesso: NO
- Totale spesa dovuta per l’offerta: 54
  - di cui spesa per la quota per consumi: 44
  - di cui spesa per la quota fissa: 10
- Formula prevista dal contratto per la vendita di energia elettrica per la quota consumi: PUN*(1+λ) (perdite) + spread + prezzo dispacciamento
- Indice di riferimento: PUN
- Periodicità aggiornamento indice: MENSILE
- Valori assunti dall’indice nel periodo di riferimento
  Dic 23 F1: 0,13 €/kWh F2: 0,12 €/kWh F3: 0,10 €/kWh.
  Gen 24 F1: 0,11 €/kWh F2: 0,10 €/kWh F3: 0,09 €/kWh
- Valori assunti dalle altre componenti della formula
  Spread = 0,01 €/kWh.
  Prezzo dispacciamento = Dic 23: 0,01 €/kWh Gen 24: 0,02 €/kWh
- *Per maggiori informazioni visita la tua area personale MY_OFFER*

Disclaimer: this is a hypothetical bill of a household with 3 kW contractual power. Amounts and charges are merely exemplificative.

Figure 3 Energy receipt and offer box in Italian bills, Italy.
Source: ARERA, 2026.

2.3.1.2 Degree of standardisation

Currently, NRAs generally avoid imposing strict standard formats for energy bills because of a lack of pertinent legal standards. Besides allowing suppliers to maintain corporate identity and marketing opportunities, full standardisation is often seen as counterproductive given the differing information needs and expectations of consumer groups. In Austria, bill samples or templates are non-binding. An additional way to strengthen the standardisation of bills would be to legally mandate such templates at European or national levels. As shown by the NRA survey, this is the case in Hungary, Italy and Spain, where available sample bills or templates are almost fully mandatory, only leaving freedom to add corporate design elements.

Nevertheless, NRA sample bills provide clear guidance on how and where to present information of varying importance to consumers. Only in rare cases is bill design more tightly regulated. One example is Spain, where consumers supplied by the supplier of last resort

(SoLR) under the PVPC regime (= voluntary price for the small consumer, a regulated tariff regime), or temporarily without a supply contract, receive far more standardised bills than consumers in the free market. In these cases, a 28 April 2021 resolution of the Spanish General Directorate of Energy Policy and Mines requires even the font type and size to closely match the official template to preserve the prescribed information layout. As shown in Figure 4, the two-page bill standardises both design and information placement while still including extensive details on consumption, prices, bill composition, complaint contacts and a QR code encouraging SoLR consumers to engage more actively in the Spanish free energy market. Suppliers may use their own designs only in the sections on energy origin and environmental impact.

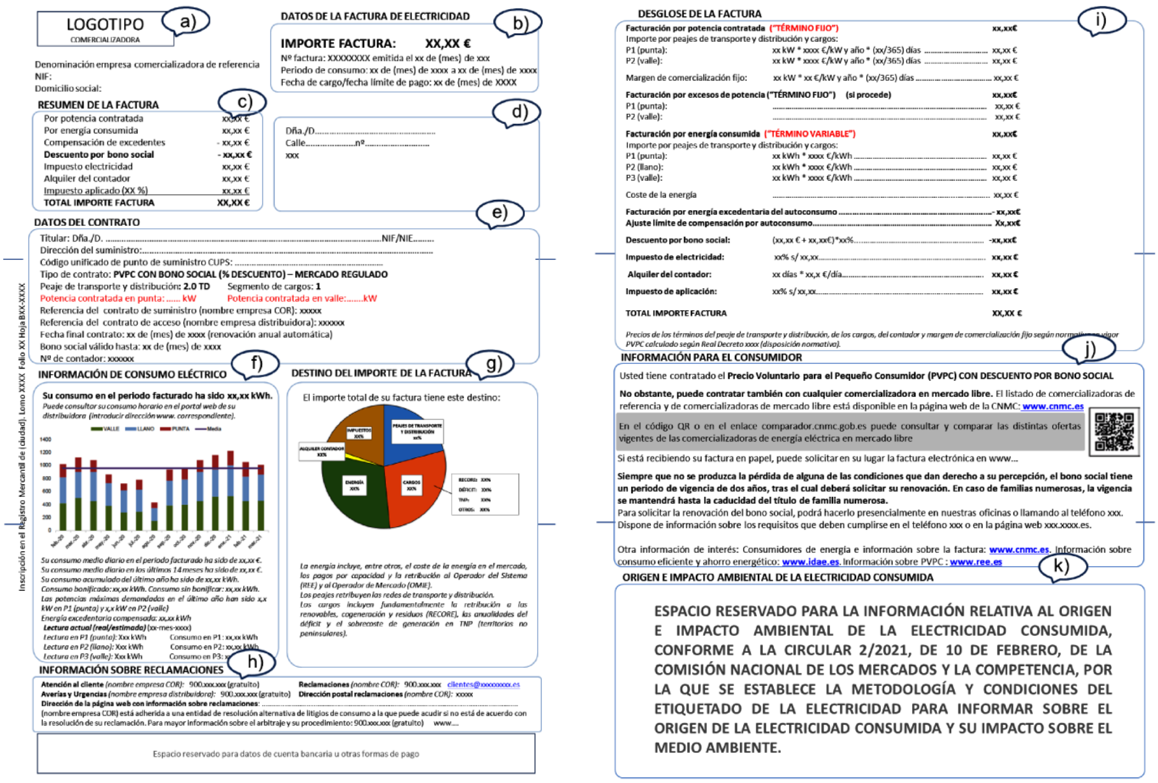


Figure 4 Bill template for consumers under the PVPC tariff with social bonus on two pages, Spain 2026. Source: CNMC, 2026.

2.3.1.3 Connecting bills to digital tools

Despite efforts to limit energy bills to the most relevant information, bills must still comply with all European and national legal requirements. One solution is to link paper or electronic bills to additional sources of billing information, most commonly online platforms. Since suppliers and DSOs in many countries must also provide online customer accounts, detailed billing information can easily be made available through supplier or DSO web portals. Increasingly, NRAs promote the use of QR codes and other direct links on bills to connect consumers to these digital tools, as shown in the bill templates discussed above.

Additional links on energy bills can also support supplier switching, for example through QR codes linking to the Austrian, Spanish or Greek comparison tools. In Spain, the QR code even contains individual billing data, allowing the comparison tool to pre-fill customer information and further encourage comparisons between supplier offers.

2.3.2 Digital tools to assist concise bill design

The digitalisation of the energy sector has enabled NRAs to develop web-based tools for consumers. While early tools focused on price/product comparisons, energy savings, or efficiency calculations, increasing attention is now being given to explanatory and support materials aimed at improving bill comprehensibility. For example, both the Italian and Spanish regulators have developed online guidance explaining key terms and concepts used in personal energy bills. In Italy, a "glossary" clarifies common billing terminology, while a "guide" provides detailed explanations of different price components. Many other NRAs, including the Austrian and Greek ones, offer such general information for explaining bills and their terminology on dedicated websites.

The Spanish initiative *Entiende tu factura* ("Understand your bill"), accessible via a QR code on electricity and gas bills, offers digital support to help consumers interpret their individual bills. The tool organises information into categories such as contract details, billing information, consumption data, environmental information, complaint handling, and a glossary of key terms. A screenshot is presented in Figure 5. In Italy, explanatory materials are complemented by a short online video showing consumers how to use the tool effectively.

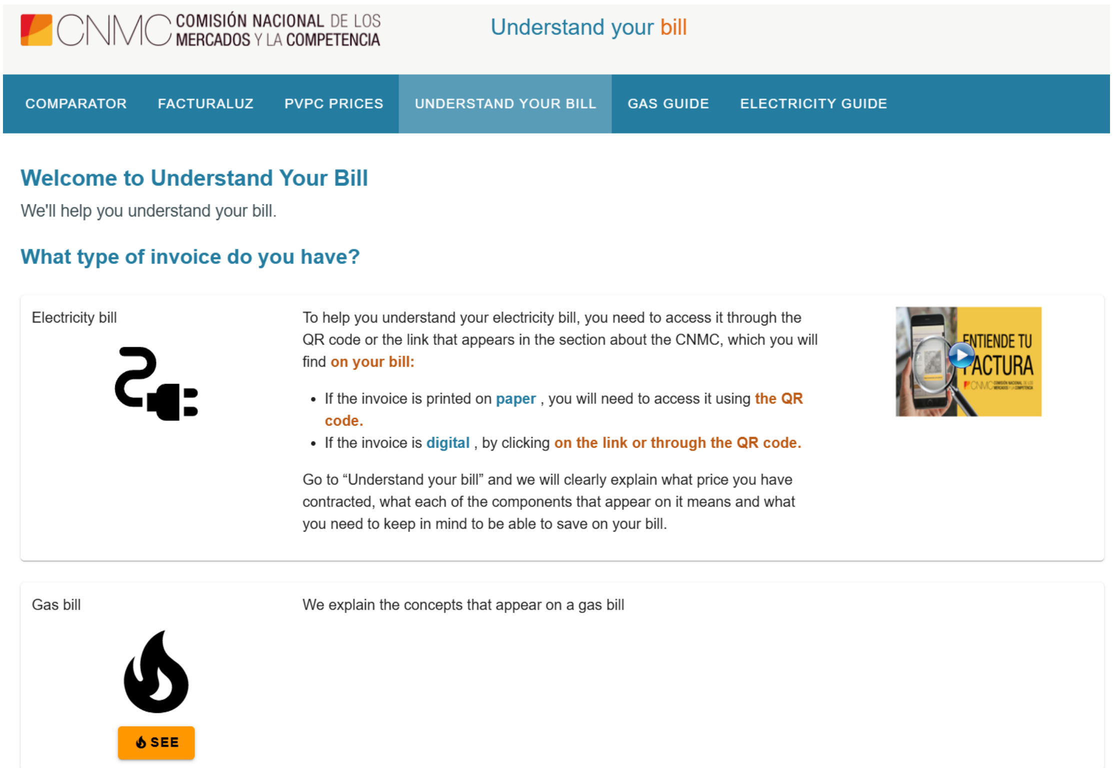


Figure 5 Screenshot of landing page of the Spanish „Entiende tu factura", Spain.
Source: CNMC, 2026.

Results from the NRA survey show a great variety of available digital tools across Europe to assist with bill understanding and beyond. Supplier customer web portals are available in 21 countries, supplier apps for mobile devices and comparison tools in 19, online bill explanations are available in 17, DSO customer web portals in 16, educational videos and/or tutorials and DSO apps in 11 countries, QR codes on bills leading to digital applications in 10, and consumer glossaries in 8 countries. For a closer look on where these tools are available, see Figure 6.

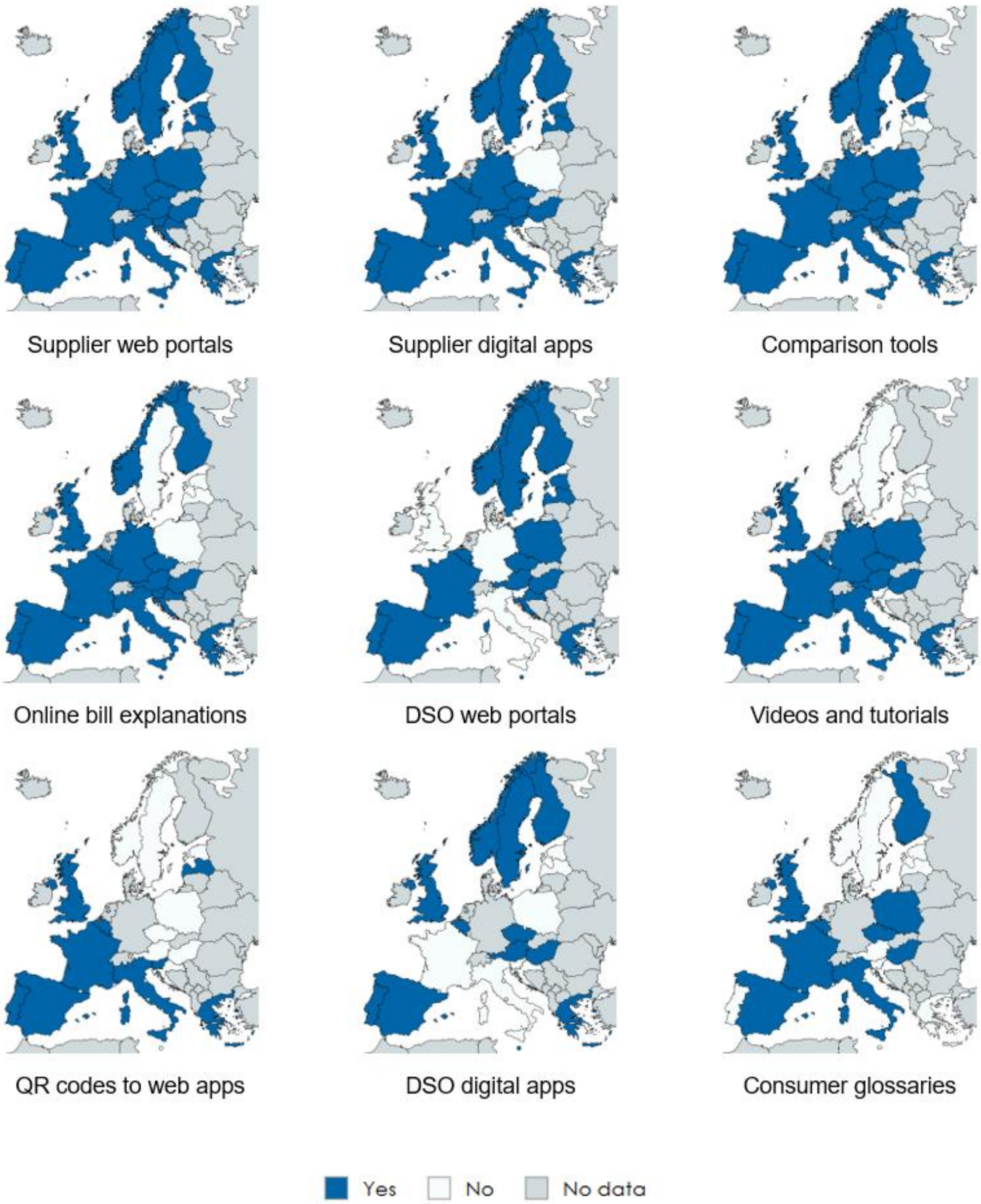


Figure 6 Availability of digital tools to assist bill understanding.
Source: CEER 2026 NRA survey. Created with mapchart.net.

2.4 Recommendations

On identifying key billing information: Policy makers and NRAs should prioritise a limited set of **essential** billing information that consumers can **immediately identify and understand**. Core elements should include consumption volume, billing period, total amount due, product name, contract information, supplier contact details and the main cost components (including supply price, network charges and taxes). Additional or more technical information should be separated from the main bill presentation and made accessible through supplementary materials or digital channels. Regulatory approaches should also recognise that **consumer needs about bills differ** depending on contract type, level of market engagement, and participation in newer market arrangements such as dynamic pricing or self-generation. Importantly, **bills**, by their very nature, **cannot succeed** in providing other information to consumers to **raise** their **general energy literacy** or awareness – such missions must be accomplished through other means to sustainably affect consumer behaviours.

On templates and formats: NRAs should continue **developing sample bills** and templates that improve clarity, comparability and readability while preserving sufficient flexibility for suppliers' corporate identity. Bills should contain a **clearly structured overview** section or **first page** displaying the most relevant information in a consistent format. **Visual design principles**—including clear font hierarchy, use of boxes, spacing, colours, and logical grouping of information—should be systematically applied to reduce complexity and improve navigation. Regulatory design processes should continue to **involve suppliers, consumer organisations and other stakeholders** to ensure that templates reflect both legal requirements and consumer needs. The **use** of sample bills and templates should be **legally obligatory** to unfold their full power rather than remaining non-binding and voluntary.

On widening the use of digital tools in billing: NRAs and policy makers should further **integrate digital tools into billing practices** to complement, but not replace, clear and understandable bills. QR codes, online customer portals, comparison tools, explanatory glossaries, and interactive bill guides should be increasingly used to provide layered information without overcrowding the bill itself. Digital tools should **support consumer understanding, facilitate supplier switching and help consumers engage** with increasingly complex energy products and pricing structures. At the same time, regulators should ensure that essential billing information remains accessible to consumers who rely primarily on paper bills or have limited digital skills.

3 Complaint handling

NRAs take different approaches to handling complaints, employing practices that can vary considerably in terms of both methodology and outcomes for end customers. It is therefore crucial to understand how NRAs deal with this issue, what powers they have in relation to handling complaints and resolving disputes, what challenges they have faced in these areas, and, finally, to share best practices that may inspire regulators to improve their approach to this matter.

3.1 Legal framework, background and context

The Electricity Directives (EU Directive 2019/944 and EU Directive 2024/1711) and the Natural Gas Directive (EU Directive 2024/1718) stipulate in Articles 10 and 11 respectively, that consumers have the right to be informed of the means made available by suppliers for lodging complaints, and that such information must be provided via the customer's bill or on the companies' websites. The Directives also stipulate that "final customers shall have the right to a good standard of service and complaint handling by their suppliers. Suppliers shall handle complaints in a simple, fair and prompt manner."

NRAs have specific domestic legislation and regulations on consumer protection in relation to the submission and handling of complaints. This legislation and regulations are sector-specific for electricity and gas, but there is also general legislation in place, particularly regarding the protection of consumer rights and the submission of complaints.

NRAs generally provide digital tools for submitting complaints, in addition to oral (through call centre) and/or handwritten complaints. Some regulators offer sector-specific online tools for submitting complaints (as is the case with the Greek regulator), and in some countries there is an electronic platform that allows complaints to be submitted regarding any economic sector; subsequently forwarded to the relevant sectoral authority (facilitating consumer access to the complaints procedure, regardless of the sector concerned, via a single platform, as in Portugal).

In almost all the analysed cases, suppliers and/or DSOs have binding deadlines for responding to complaints; in some cases, failure to meet this deadline and/or in addition to constituting a breach of the law or regulations, entitles the customer to financial compensation (for example, in Portugal and Greece). In some countries, the NRA itself has a binding deadline for responding to the customer (Latvia) or provide a final decision in the case (Hungary).

Complaints are also reported as a source of information and a means of monitoring the functioning of the markets, enabling regulators to intervene in cases of non-compliance and to sanction market participants.

3.2 Challenges

Most challenges that NRAs are facing in handling complaints are common across countries and are reported as described below.

3.2.1 Definition of what a complaint really is

In Portugal and Latvia, NRAs identified as a challenge the definition of what is, or can be, understood as a complaint, both at the national and the European levels. Indeed, the understanding of what constitutes a complaint can raise doubts whether, for example, any query regarding an invoice submitted to a supplier is, from the outset, already a complaint or whether a complaint can only be lodged after having received an initial response to such a query.

The discussion on what can be understood as a complaint can also be raised from a formal perspective. In other words, if the request is submitted via a specific channel (in the Portuguese context, the Complaints Book, for example), that request is always considered (including for statistical purposes and numerical indicators) to be a complaint, even though, in substance, the request may not be a complaint, but a query about information or intervention (a connection to the network, for example).

Most NRAs reported that there is no legal definition of what a complaint is[2]. In any case, the definition should not depend on whether the consumer (complainant) is right about the (legal) behaviour of the supplier/DSO or not. This is a different issue related to the substance of the complaint. Hence, it is important to bear in mind that the definition of what constitutes a complaint may differ and have an impact on the handling of complaints and other types of queries, as well as on the procedures adopted.

3.2.2. Conflicts of jurisdiction

All NRAs that provided case studies have the power to intervene in relation to complaints lodged with electricity and gas suppliers, as well as with the respective DSOs. However, not all regulatory authorities have the power to rule on specific disputes. In some cases, the NRA may take a decision on the dispute submitted (Hungary), but in others, it lacks the power to do so. Instead, the NRA is required to take steps to facilitate mediation of the dispute and, where appropriate, recommend a solution or issue decisions/official guidelines for suppliers/DSOs (Portugal, Greece).

On the other hand, in some countries, the powers of regulators are limited by the powers of other bodies. For example, in Hungary, the body responsible for resolving disputes between consumers and energy service providers is the consumer protection authority; however, if the dispute is between a non-household consumer (e.g. companies or other legal persons) and its supplier, or in certain types of issues regardless the type of the consumers (e.g. concluding a contract, connection to the grid, technical issues, switching, illegal off-take from the grid) jurisdiction passes to the NRA. Consequently, the same matter may fall to one authority or another, depending on the legal status of the complainant.

[2] Only Austria provided a definition included in the legislation: “Only the gas quality of supply ordinance stipulates that a complaint is an objection from the grid user to the network operator regarding the network service provide”.

Thus, in addition to cross-border issues (such as the technical specifications of solar panels or the characteristics of the electrical installation for vehicle charging, which, in Portugal for example, fall within the remit of authorities other than the regulator), the legal status of the complainant may also determine which authority is competent to intervene.

3.2.3. Lack of consumer literacy

Another major challenge identified in the case studies on complaint handling relates to consumers' lack of understanding about responsibilities of different actors on the energy markets. Lack of energy literacy has several dimensions, such as a lack of understanding regarding responsibilities in regulated sectors, how markets operate, which choices consumers have — particularly in terms of switching suppliers (as will be explored below) — how to understand contract terms that are often written in unfamiliar language and incomprehensible formatting, the complexity of the information presented on bills (as we saw earlier), etc. In short, there are many factors contributing to a lack of energy literacy with potential effects on complaints submission.

An important dimension of this lack of literacy relates to the respective roles of each entity in the context of filing and handling complaints. It is often difficult for NRAs to effectively communicate their own specific responsibilities, and the procedures customers must follow to resolve an issue with their supplier and/or DSO or both. Consumers increasingly expect their disputes with suppliers and/or DSOs to be resolved by the NRAs, who, however, often lack the legal competence to intervene directly in the dispute or to take a (binding) decision.

The proliferation of artificial intelligence (AI) tools – while helpful in some areas - also poses a challenge for regulatory bodies. A growing number of consumers submit written complaints using AI tools for drafting (as reported, for instance, by the Hungarian regulator), which, by their nature, disregard the details of specific cases and include overly complex language and inappropriate or even outdated legal references.

3.2.4. Increasing complexity of the issues addressed

As energy sector evolves (digitalisation, smart metering) and the range of associated services expands (self-consumption, electric mobility), the issues raised by consumers are becoming increasingly complex, both for consumers themselves, who are faced with questions about new topics, and for NRAs, who try to keep pace with the evolving sectors and the services provided.

Consequently, it becomes difficult for consumers to express and explain their complaints, especially in writing, describe the situations in question, and clearly identify their requests. Conversely, a clear and comprehensive understanding of the issues at hand is essential for regulators and other dispute resolution bodies to fully grasp the matters.

3.2.5. Managing consumer expectations

Managing consumer expectations is seen as a challenge in that, in most cases, when consumers turn to the regulator or learn of its intervention in their disputes, they expect their situation to be necessarily resolved in their favour.

However, regulators do not always have the competence to decide on a specific case, making it necessary to resort to dispute resolution mechanisms, courts and other alternative dispute resolution mechanisms to obtain a decision in the specific case.

This necessity can lead to dissatisfaction and a lack of understanding among consumers regarding the true role of regulatory bodies in handling complaints and resolving disputes, creating a rift between regulators and consumers.

3.3 Finding solutions to improve complaint handling and help consumers to solve their disputes

Proposed solutions put forward in the various case studies were analysed with a view to improving the consumer experience when submitting a complaint, managing their expectations throughout the process and enhancing the role of NRAs in handling complaints.

3.3.1 Information is key

Consumers must be properly informed about the means available for lodging complaints, as well as the procedures applicable to the complaints process, particularly in cases where the NRA can only intervene after a complaint has been lodged with the supplier and/or DSO. It is also essential to explain to consumers the powers of regulators in the context of handling complaints, particularly in cases where they do not have the competence to rule upon complaints cases.

The Portuguese regulator (ERSE) distributes, in both physical and electronic formats, an information leaflet on how to file a complaint, which includes information on the entire process (see Figure 7), as well as on the role of ERSE, thereby promoting consumer literacy. Whenever consumers wish to file a complaint, they should first do so with the supplier or DSO. The company has 15 working days to respond. If this deadline is not met, the consumer is entitled to compensation, which must be credited on the bill. If the compensation is paid by the DSO, the payment is made to the supplier, who reflects it in the (single) bill. If the complainant does not have a supplier at the time being, the compensation will be paid directly via bank transfer or in-store. If the deadline is not met or if the customer does not agree with the company’s response, they may request ERSE’s intervention by completing an online form or using other available channels (email and letter).

ERSE, in addition to verifying compliance with regulations and legislation (and referring cases for internal action in the event of non-compliance), undertakes steps to clarify the situation and attempts to resolve it, and may recommend a solution. However, ERSE cannot impose a specific solution. In cases where no agreement is reached between the parties following ERSE's intervention, customers may take the matter to court or use ADR mechanisms, such as Arbitration Centres and Magistrates' Courts.

The Latvian NRA (PUC) highlights that the dissemination of information on sector-related matters (simplification and clarification of the information included on bills, wider access to consumption data from installations, smart meters and smart grids, relationship between the supplier and the DSO, etc.) is also crucial to a proper understanding, enabling consumers to truly understand their specific situation and, above all, helping to ensure that complaints are not filed when they are not necessary.

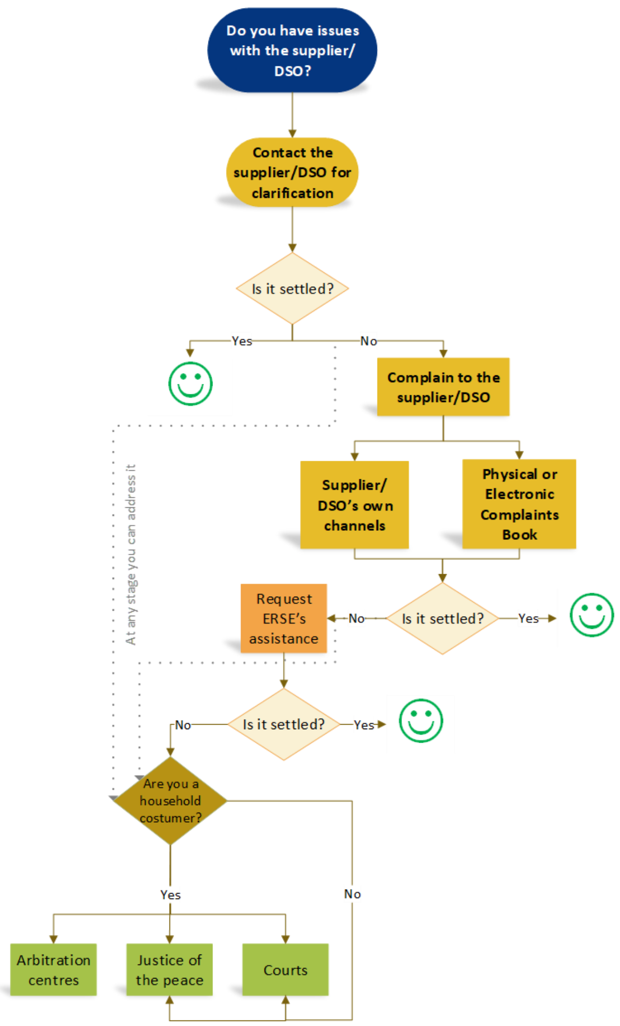


Figure 7 Overview of the complaint process in the energy sector in Portugal.
Source: ERSE, 2026.

The Greek regulator (RAAEY) provides a Q&A section on its website to provide widespread access to consumer-related issues fostering direct and effective information and education. The Greek NRA also has a call centre staffed by trained employees, answering consumer queries, informing consumers and guiding them to submit their complaints via the *MyRAAEY* platform. RAAEY reports that the call centre has proven to be particularly useful for elderly and digitally illiterate consumers and thus actively promotes inclusiveness.

3.3.2. Mandatory time limits for suppliers and DSOs to respond to complaints and subsequent compensations

To have more robust markets and to raise trust in consumers, it seems crucial that suppliers and DSOs are obliged to respond to complainants in time, so consumers can feel confident about the fact that their complaints are going to be addressed and well-managed without delay.

As the CEER survey shows, 17 out of 21 NRAs (81%) report that there are mandatory deadlines for suppliers and DSOs to respond to complaints. But in some cases, only DSOs have mandatory deadlines to meet. These deadlines vary between five working days and two months. In some cases, mandatory deadlines are different for electricity DSOs, natural gas DSOs, electricity suppliers and natural gas suppliers (Greece).

It is also important that suppliers and DSOs are accountable if the mandatory deadlines are not met and must compensate consumers in these cases. This helps ensure that companies face tangible consequences for failing to respond to complaints within the prescribed timeframe. 12 out of 21 NRAs (57%) responding to the CEER survey reported that there is no compensation for the complainant if the deadline is not met by the company.

The compensations, whenever applicable, are always financial and vary between 5 and 40 EUR. In one case, the compensation depends on the type of breach (Czechia) or the type of client (low, medium or high voltage) (Greece).

Regarding the response time limits applicable to regulators, it is also important that consumers feel they can rely on the NRA to intervene in an effective way whenever their intervention is requested to solve a complaint. According to the CEER survey, the average time taken by NRAs to respond to complaints ranges from eight to 140 days.[3] All participating NRAs have reported that they handle electricity and gas complaints in the same way. Fourteen out of 21 NRAs (67%) also have mandatory time limits to respond to complaints which consumers have already presented against the supplier/DSO. These deadlines are in some cases applicable only when the NRA acts as an ADR body (Austria), or when the NRA must decide whether to initiate supervisory proceedings (following a complaint concerning a DSO) (Sweden). They vary between 15 and 122 days. Only the Hungarian NRA must pay consumers a compensation of 26 EUR if they do not meet the deadline.

[3] These data must be read carefully, as different NRAs undertake different types of interventions regarding complaint management.

3.3.3. Digital tools and easy access to complaint forms

One way of overcoming the difficulties consumers face when filing complaints is to create tools that enable them to submit complaints in a simple and convenient manner, whether directly to suppliers and DSOs or to the relevant authorities, such as NRAs and ADR bodies.

The Greek regulator has developed a complaint submission platform (*MyRAAEY*), on which consumers can submit their complaints to the supplier and/or the distribution system operator: (see Figure 8 to Figure 11). The platform is also accessible via a page on the Greek Regulator's website dedicated to Complaint Submission Tools, available on its "Virtual Space for the Consumer" section.

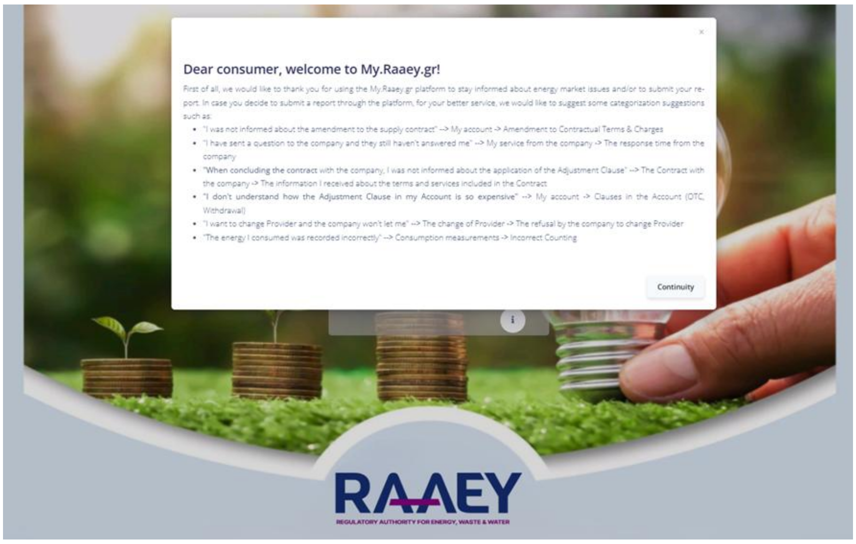


Figure 8 Login Message with advice for complaint categorisation by the consumer during the submission process. Source: RAAEY, 2026.

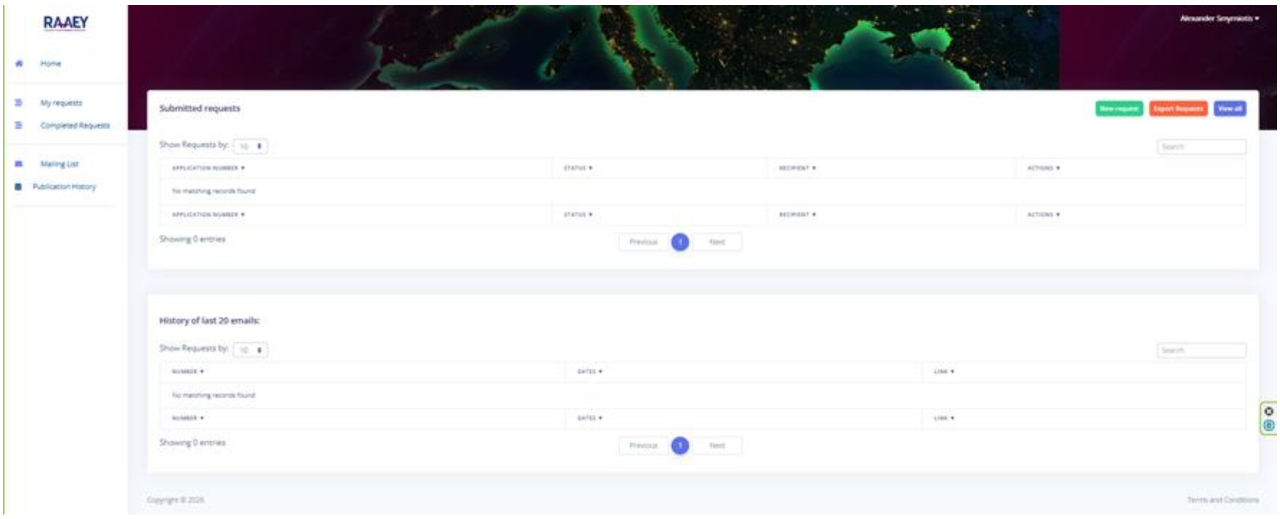


Figure 9 User Interface: Enables the user to submit new and track active requests. Source: RAAEY, 2026.

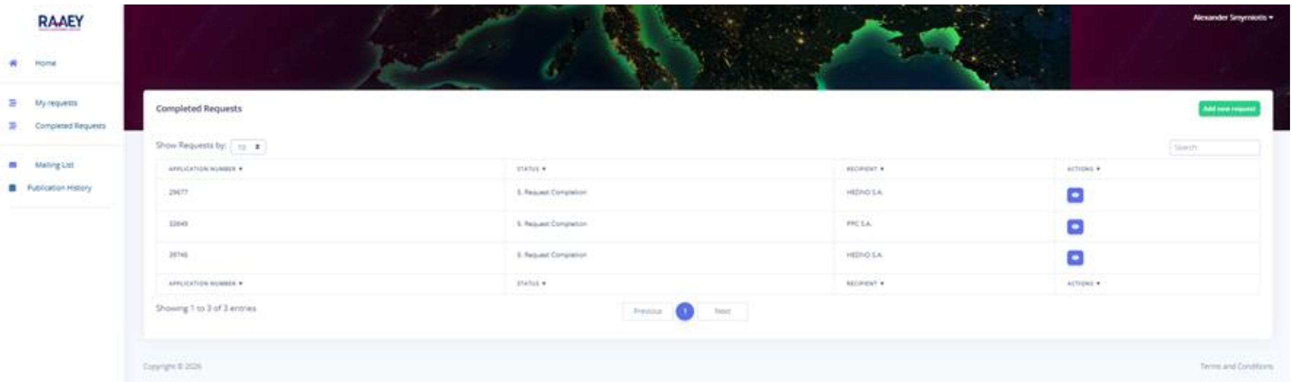


Figure 10 User Interface: Allows *access to* completed requests.
Source: RAAEY, 2026.

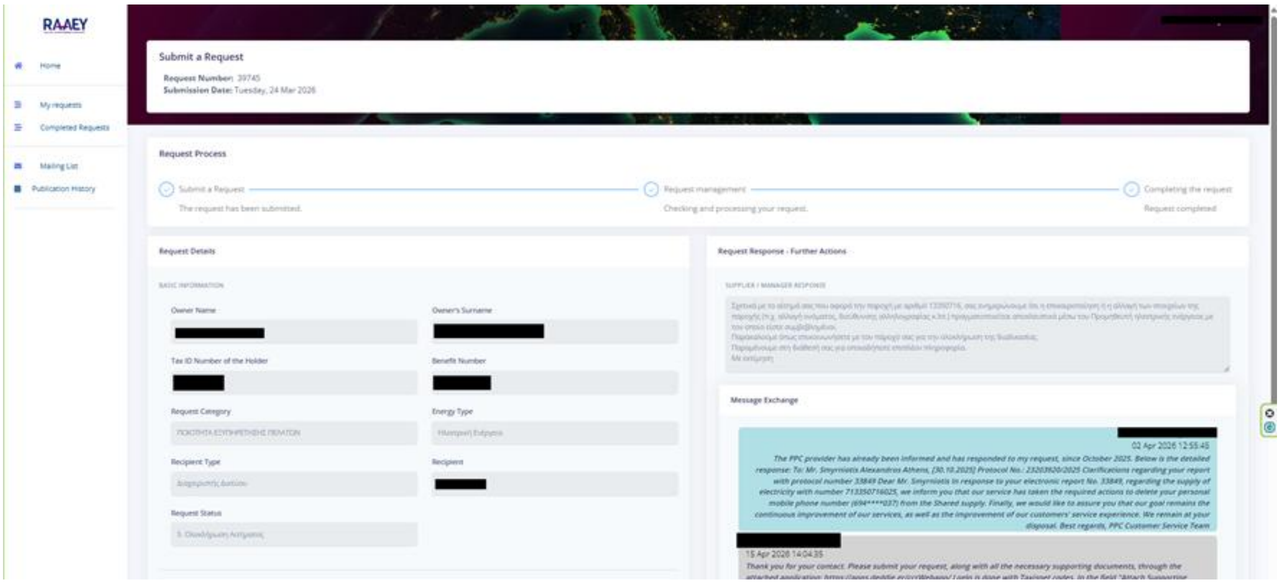


Figure 11 User Interface: Access to the message exchange space with the request recipient.
Source: RAAEY, 2026.

In Portugal, there is also a public platform dedicated to submitting complaints, which is not managed by the regulatory authority and covers all economic sectors (see Figure 12). It allows consumers to create an account and easily submit complaints to various businesses by filling in a form, as well as to track the progress of their complaints.

Figure 12 Portuguese platform for complaining online.
Source: ERSE 2026.

Similarly, the Hungarian NRA is developing an AI tool to help understand what consumers are really saying by selecting and filtering relevant information. This is important because some complaints are written in a state of stress, which can lead to confusion. Additionally, some complaints are written with the help of AI, which can increase the complexity of the situation being described and create discrepancies between facts and presentation.

3.3.4. Partnership with alternative dispute resolution bodies

Partnerships between NRAs and ADR bodies are seen as promoting better complaint handling and fostering consumer confidence in the procedures put in place to deal with complaints.

In Greece, there is a dedicated body for the resolution of disputes in the energy sector ("Hellenic Energy Ombudsman"), which operates within the NRA. The Ombudsman facilitates mediation and promotes the out-of-court dispute resolution submitted through a dedicated online platform (ENOMOS). The procedure is voluntary, free of charge for consumers and based on mutual willingness.

In Portugal, there are two forms of ADR (not limited to energy): the arbitration centres, which are open to individuals, and the Justices of Peace, which deal with disputes arising from business-to-business relationships. The NRA has entered into agreements with the arbitration centres, which include a regular training programme on regulated sectors as well as providing technical and financial support. This approach helps these bodies to improve their performance in resolving disputes. The use of these dispute resolution mechanisms is free of charge for consumers.

3.4 Recommendations

Given the challenges faced by regulators in handling complaints and defining the procedures applicable to them, the following is recommended:

Defining the concept of a complaint, at least, at a national level, considering the provisions in the EU Directives in this regard**,** appears to be essential, given that interpretations may vary, leading to confusion in the way regulators process information, including for statistical purposes. The definition should be clear and simply expressed (for example "**A complaint is defined as any contact in which a customer expresses dissatisfaction.**").

The **provision of clear and comprehensive information to consumers regarding complaint handling procedures**, particularly in cases where the complaint must first be lodged with the supplier and/or the distribution system operator. The information provided to consumers must also be clear regarding the regulator's powers in the context of complaint handling to avoid creating false expectations among consumers. **Regulators have a crucial role here**, considering that they are responsible for providing clear and trustworthy information to consumers.

Suppliers and DSOs should provide **tools for submitting complaints that are easily accessible and simple to use**, preventing complaints from getting disregarded or delayed due to excessive complexity in the process.

Introduce **mandatory deadlines for suppliers and DSOs to respond to complaints** and **pay compensation to consumers if these deadlines are not met**. This can improve market operation and consumers' trust, as suppliers and DSOs are incentivised to respond properly and in due time to complaints and at the same time consumers know that they can be compensated if their complaints are not addressed.

NRAs should keep a record of all complaints received, organised by sector, supplier/DSO and classification of the subject. Ideally, this should be done according to a taxonomy so that the complaints can be properly counted and managed. Analysed case studies show that digital tools can be used for efficient submission of complaints.

NRAs could also strength partnerships with alternative dispute resolution bodies, helping to equip them to resolve disputes arising in the energy sector and making access to them easier for consumers, including in financial terms.

4 Switching process and procedures

Energy supplier switching is an important indicator of customer engagement as well as an important tool to boost competition in markets and should therefore be guaranteed as a basic right to customers. MSs must ensure that the right to switch supplier or market participants engaged in aggregation is granted to customers in a non-discriminatory manner as regards cost, effort and time.

4.1 Legal Background

Article 12 of EU Directive 2019/944, for the electricity sector, determines that switching supplier or market participant engaged in aggregation must be carried out within the shortest possible time and MSs have to ensure that a customer wishing to switch suppliers or market participants engaged in aggregation, while respecting contractual conditions, is entitled to such a switch within a maximum of three weeks from the date of the request. In the gas sector, Article 12 of EU Directive 2024/1788 determines that MSs must ensure that a customer wishing to switch suppliers or market participants, while respecting contractual conditions, is entitled to such a switch within the shortest possible time, and in any event within three weeks from the date of the request by the customer.

The majority of MSs have already transposed the European legislation into national law and supplier switching is in line with the current rules and requirements.

More recently, Regulation (EU) 2026/855 on interoperability requirements and non-discriminatory and transparent procedures for access to data required for customer switching, lays down interoperability requirements and non-discriminatory and transparent procedures for access to and exchange of data required for customer switching in the electricity market.

4.2 Challenges and problems

Even though supplier switching has been facilitated by regulation and process automation in many MSs, many electricity and gas consumers tend to remain contracted with their current suppliers for extended periods, often without actively exploring alternative offers. As a result, even when more competitive or better-suited commercial conditions become available, a significant portion of consumers do not reap the benefits of potential savings or improved service options.

A recent report published by CEER on the transparency and comparability in the energy retail market [4] identifies several factors that may contribute to the low numbers of consumer supplier switching, notably the difficulty in comparing offers. This behaviour highlights a broader challenge within competitive energy markets: while choice exists in theory, in practice it is not always fully exercised.

[4] https://www.ceer.eu/publication/transparency-and-comparability-in-the-retail-market-report/

4.2.1 Operational and technical inefficiencies

A supplier switch depends on the timely and accurate exchange of market messages between suppliers, network operators and, where applicable, a central market communication system. The reality of some countries shows that switching processes can be slow and can involve errors such as incorrect data transfer or failed transfers, leading to uncertainty for the customer regarding the status of their switching request.

In Ireland, the energy regulator identified issues in the processing of these switching messages, including delays, data mismatches and system errors. Additionally, failures in communications or inadequate handling of cancellations, can occur and create obstacles to the switching process and some problems for customers. This situation is more important in case of fixed price, fixed terms contracts, where the cancellation of the contract before the end can, in some countries, be subject to termination fees.

In Ireland, customers are further entitled to cancel new contracts free of charge within the withdrawal period. However, there have been cases where the “potential” supplier fails to process a cancellation request within this period, and the customer enters a contract with the new supplier. Monitoring the process is very important to perceive the reality and the potential bottlenecks that could exist.

In Portugal, despite the relatively short duration of the switch (around five working days), there was still considerable dissatisfaction among customers. It was found that, from the moment the customer requested the switch until this request entered the switching platform, several days elapsed, which were not counted toward the switching time. The Portuguese NRA (ERSE) therefore changed the switching procedures, requiring the previous supplier to place the request in the platform within a maximum of five working days. Currently, the monitoring of these times is carried out through inspection actions.

4.2.2 Lack of information

Consumers often find it difficult to compare complex, bundled, or variable tariff offers. Consumers often do not find the vital information they need to decide where the best deal lies. It is too common that customers are unaware of what contract type they are on, how much they usually consume or the key terms and conditions of their current contract, making it difficult for them to take advantage of comparison tools. Also, language barriers can contribute to the lack of information, if the price comparison tools and other contract information is not provided in consumer’s mother language.

Over the last years, energy offers have been reaching a level of complexity that may be confusing even for an energy market expert. Services bundled into the energy offer, such as insurance or telecom services and discounts, are increasingly available and provide complex pricing structures that are hard for consumers to compare when they are searching for a more beneficial deal. This also represents a challenge for comparison tools to present simple and transparent information to the consumer.

In Ireland, a significant proportion of customers, particularly older and more vulnerable consumers, do not actively switch tariffs or suppliers. The likely drivers for such inaction are limited digital literacy and a perceived complexity in the switching process. Those with limited digital literacy may not be able to access price comparison tools or switch supplier online. As a result, these customers are more likely to remain on default tariffs, which may be more expensive than other tariffs on the market.

4.2.3 Consumer protection

Increasing security of the switching process is an important issue as supplier switching involves the new supplier gaining access to personal and consumption data. Increased digitalisation and automation of market processes require stronger safeguards to prevent misuse, unauthorised access or manipulation of switching procedures.

The Norwegian NRA (RME) identifies consumer complaints and risks related to supplier switching through supervision and market monitoring. A new regulation entered into force in June 2025 to ensure that supplier switches are not initiated without a secure authentication of the end-user. From April 2026 onwards, an additional requirement has been introduced whereby supplier switches could not be completed unless Elhub, the central data hub, had verified the end-user's consent. Before the new requirements entered into force, the switching process was based on a trust-based arrangement. As a result, all the switching requests submitted to Elhub would automatically proceed to initiation, including cases where the consumer had not actively requested or consented to the switch. This created a consumer protection risk, including unauthorised switching and unjustified access to customer relationships and metering/customer data.

New business models have appeared in Portugal during the last year, with new companies (commonly known as intermediary platforms) offering customers the service of “optimisation of price” contracts and making the consequent switching process, with a previous authorisation given by the customer. Soon, new rules will probably have to emerge to guarantee customer protection, with an auditable record of customer authorisation. It is also important to bear in mind that these new market participants may not be fully covered by existing regulatory powers, which could create difficulties for the effective supervision and enforcement of the legislation.

4.3 Finding solutions to current switching process and procedures issues

NRAs which answered the call for case studies resort to a variety of measures to improve the switching process.

4.3.1 Simple and transparent information

It is crucial to ensure that switching is always based on an informed, explicit and verifiable consumer decision. It is fundamental to allow the consumer to get the right information at the right time. Customers must be informed about the advantages of supplier switching to benefit from better electricity and gas prices and understand the possibility to switch supplier without costs and when they want, taking only into account the existence (or not) of penalties in the case of fixed term contracts. In Greece, termination fees are waived during the final month of a fixed-term, fixed-price contract. This allows consumers to assess alternative offers and switch supplier before the contract expires, without facing financial barriers. By providing a one-month window free of termination charges, the measure gives consumers sufficient time to make an informed choice and secure the offer that best suits their needs.

Energy bills are an important vehicle to disseminate information to customers, including key information such as supply price, the duration of the contract and information about the supplier switching process so that consumers can easily exercise their right to switch.

Suppliers should inform consumers about the upcoming end of the contract and the most suitable offer for them before the extension of their current contract or the conclusion of a new contract. Before the end of a contract, suppliers could give information about their best offer available at that moment. This enables the customer to remain with the supplier but with a more competitive price.

It is very important to encourage switching across the market through advertising campaigns, information pages, accrediting switching websites and ongoing public-awareness efforts designed to help customers make informed choices.

In Ireland, suppliers are required to include information on their bills outlining the benefits and availability of switching. They must also provide customers, between 30 and 60 days before the end of their contract, with a note stating the following: “There are no penalties for switching when your contract expires”. In addition, suppliers must include in the bill a reference to the section of the Irish NRA (CRU) website, where customers can find information on accredited price comparison tools and licensed suppliers. CRU also has recently launched advertising campaigns about the benefits of switching, including a television advertisement.

In Portugal, electricity and gas bills must include information on the customer’s contract status, including the date and terms of any loyalty scheme, where applicable.

The existence of a price comparison tool (PCT) is crucial to obtain information about the different offers available in the market and to compare them, giving more transparency to the market and allowing customers to find the most competitive offer for their consumption profile. In Ireland, CRU is changing its PCT accreditation framework. PCT will now have to allow customers to use the consumption data recorded by their smart meters to conduct personalised comparisons, allow customers to include different prices in comparisons and provide personalised price comparisons for dynamic tariffs to be accredited (once they are available on the market). These requirements are effective from June 2026 onwards.

During 2025, the Portuguese regulator (ERSE) offered a service called “Let’s Simulate Together”, which aims to help consumers choose the best electricity and natural gas plan using ERSE’s PCT (see Figure 13). This personalised service is provided by ERSE directly at workplaces. In addition to conducting personalised and guided simulations, “Let’s Simulate Together” aims to encourage consumers to use the PCT to find the best electricity or natural gas supply offers and to clarify any other questions consumers may have about these sectors. During this first year that ERSE provided this service, 529 simulations were conducted at 23 companies and other entities, identifying an average potential savings of 20% for each participating customer.

Figure 13 ERSE landing page for “Let’s Stimulate Together”.
Source: ERSE 2026.

Also in Portugal, the portal “Poupa Energia”, a platform managed by a public body, is more than a standard energy PCT (see Figure 14). In addition to enabling consumers to compare electricity and natural gas tariffs in the Portuguese energy market, it also plays an active role in facilitating the switching process. Unlike many PCTs that stop at presenting price comparisons, the portal allows users to initiate the contracting process directly online, effectively acting as a bridge between consumers and energy suppliers.

Through this integrated functionality, users can select an offer and proceed with a request for a contract change or a new subscription without leaving the platform. This positions the tool not only as an information provider but also as a market enabler, helping to reduce barriers to switching and promoting competition. By combining transparent comparison with streamlined switching, the portal “Poupa Energia” contributes to a more dynamic and consumer-driven energy market, encouraging users to act on the savings opportunities identified through the simulation.

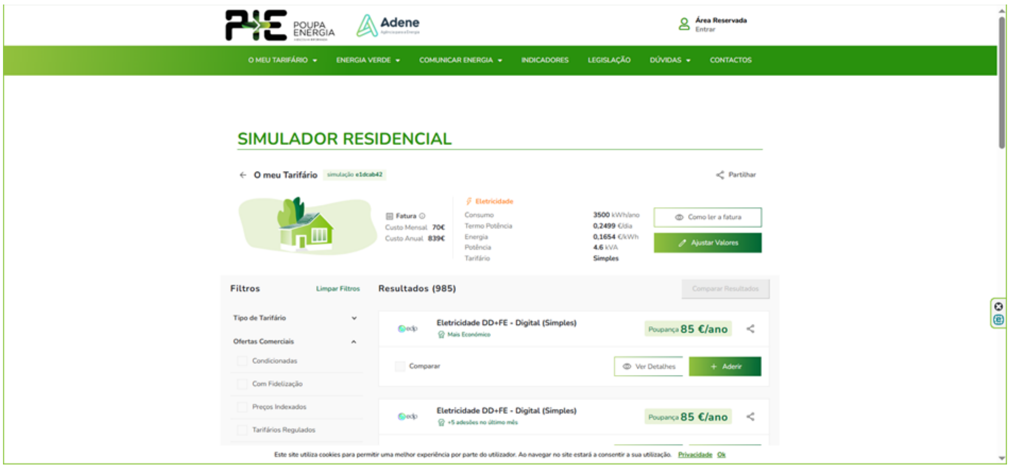


Figure 14 Landing page of "Poupa Energia", Portugal
Source: ERSE 2026.

Results from the NRA survey show that in 10 out of 21 EU countries (48%) at least one PCT is available that enables customers to directly switch to a new supplier directly from the PCT website. In Estonia, this comparison tool corresponds to a separate service that must be subscribed by the consumer. In France, this PCT is available through a private undertaking, which is also a broker for suppliers and handles the switching process by themselves. In Sweden several commercial comparison websites allow customers not only to compare offers but also to conclude an electricity supply contract directly through the platform.

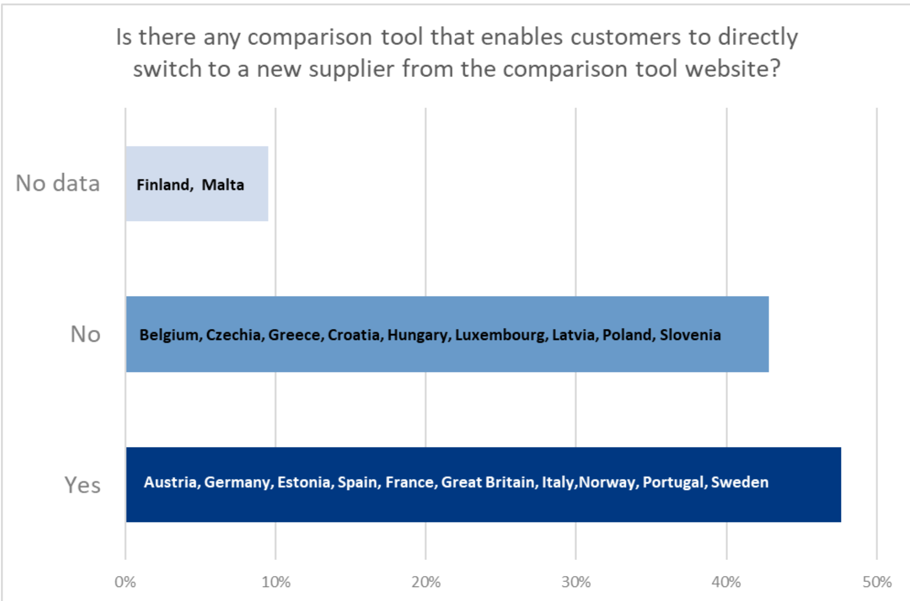


Figure 15 Survey results for comparison tool and switching process.
Source: CEER 2026.

4.3.2 Security of switching process

Regulatory change may be necessary to create market change in the switching process. Moving from a trust-based model to stronger consumer protection requires clear, binding requirements, such as mandatory secure authentication and electronically documented consent before supplier switches and transfers can be executed. For effective rules, they must be followed up through enforcement. In addition to introducing requirements, formal decisions, supervision and monitoring are needed to ensure all involved actors also comply.

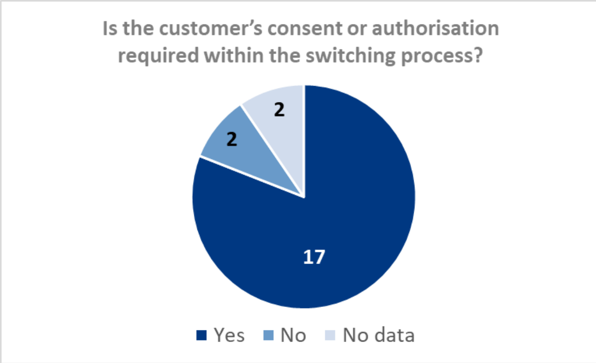
Consumer protection requires continuous communication and operational follow-up. Improvements depend on sustained coordination between the regulator, suppliers, DSOs, aggregators and switching platforms, to align obligations with market processes and technical implementation.

In Norway, regulation has increasingly been directed towards preventive measures prior to supplier switching, including mandatory secure authentication and electronically documented consent, combined with consent control in Elhub to verify that valid consent exists before a switch is executed. The regulatory framework has been strengthened accordingly, through legally binding requirements obliging electricity suppliers to authenticate the end-user through a secure solution, and to obtain electronically documented consent prior to supplier switching or change of customer.

In the CEER survey, 20 NRAs reported that the switching process is initiated by the new supplier on behalf of the customer (no data available from Malta).

Only two NRAs reported that the customer's consent or authorisation is not required within the switching process (France and Italy). In France the new supplier still must prove that it has the initial consent from the consumer. For the 17 countries where the customer's consent or authorisation is required, 14 of them do it through electronic means and paper (in Latvia, only electronically). In Estonia, Great Britain and Portugal consent by phone is also possible. In Sweden the legislation requires a valid contract before a switching request may be submitted, but there is currently no general requirement for digital authentication of the customer in the switching process.

Results from the CEER survey also show that there are several ways to inform the customer that the switching process has been completed: electronic means in 12 countries, paper in 10 and new bill (new supplier) in five countries. The Italian and Spanish NRAs mentioned there is no obligation to notify the customer, but usually the new supplier sends a communication. Under swedish metering regulations, the DSO is required to notify the customer that the supplier switch has been received and completed.



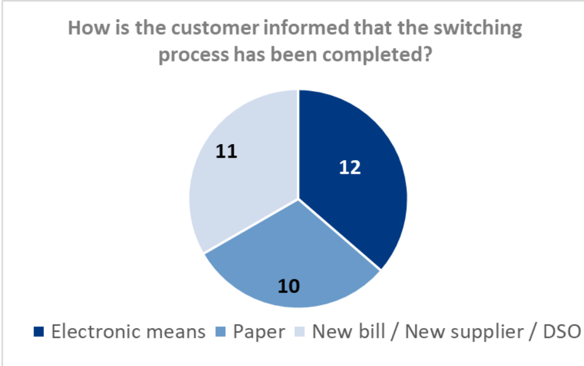


Figure 16 Survey results for customer's consent and information.
Source: CEER 2026.

4.3.3 Digitalisation

In an increasingly digitalised society, switching processes should be secured through automated, control-based verification to prevent unauthorised switching and ensure consumers retain control over access to their customer and metering data.

The Implementing Regulation on interoperability requirements and non-discriminatory and transparent procedures for access to data required for customer switching (2026/855), from April 2026, is a piece of EU secondary legislation that focuses on how data must be shared to allow electricity customers to switch suppliers more easily. It sets technical rules on interoperability, meaning that different systems used by energy companies must work together, and it requires that access to switching data is transparent, non-discriminatory and standardised.

In simple terms, the goal of this regulation is to make switching providers faster and smoother for consumers. It supports a more competitive market by ensuring that all necessary data (such as customer and contract information) can be exchanged efficiently between companies. As part of a broader EU energy policy, it aims to reduce delays, so that technical process for switching electricity supplier can be completed within about one working day (24 hours).

This means that customers will be able to change their supplier more quickly, with standard procedures and fewer obstacles, giving them greater confidence and more control over their energy choices.

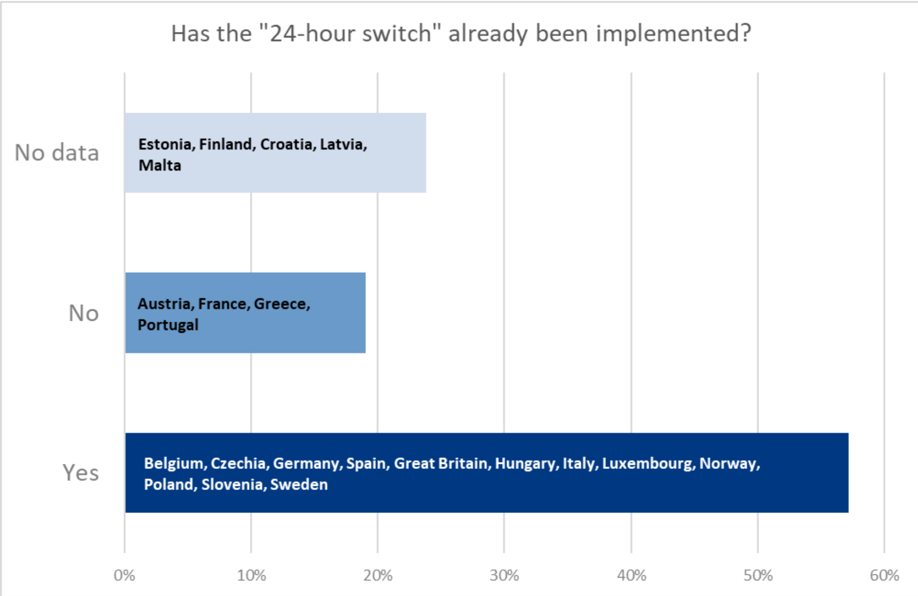


Figure 17 Survey results for 24-hour "technical switch".
Source: CEER 2026.

Twelve out of 21 NRAs reported that the "technical 24-hour switch" has already been implemented. In Austria, implementation is scheduled for 1st January 2027, in accordance with the implementing regulation on customer switching (EU) 2026/855. Greece will also implement the regulation on customer switching (EU) 2026/855 in the year 2027. In France, the switching process is already possible in less than 24 hours, however, in the Energy Code, no obligation has been set yet for these 24 hours. In Portugal the regulatory definition is still missing.

4.4 Recommendations

Improve transparency and comparability of energy offers: Consumers should have access to clear, simple and standardised information regarding electricity and gas offers. Transparent pricing structures, comparable contract conditions and easy-to-understand commercial terms are essential to increase consumer confidence and encourage switching, in line with the recent EU recommendation on the summary of the key contractual terms and conditions of energy supply contracts. User-friendly comparison and switching platforms can help customers make informed decisions and benefit from more competitive offers.

Strengthen and harmonise switching procedures: Switching processes should be robust, efficient and harmonised across market participants to reduce delays, inconsistencies and operational errors. In this context, the Implementing Act on Customer Switching (2026/855) [5] provides an important framework by promoting common technical and operational standards. Greater interoperability between suppliers and switching platforms will contribute to faster and more reliable switching processes, ultimately improving the customer experience. The proper implementation and subsequent monitoring of these switching processes are essential to achieving the desired objectives.

[5] https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:L_202601008

Enhance consumer protection and cybersecurity requirements: As switching processes become increasingly automated and digitalised, stronger safeguards for consumer data and consent management are necessary. Regulatory frameworks could set the obligatory standards for establishing secure authentication mechanisms and electronically documented customer consent before any supplier switch or transfer can be executed. These measures are essential to strengthen consumer trust and prevent unauthorised switching activities.

Ensure effective supervision and continuous market coordination: Regulatory requirements alone are not sufficient unless accompanied by proper enforcement, supervision and monitoring. Regulators should ensure that suppliers and switching platforms effectively comply with the established rules and security obligations. Continuous communication and operational coordination between regulators, suppliers and platform operators are also crucial to align legal obligations with technical implementation and evolving market practices.

5 Contract termination fees

Contract termination fees represent a relevant consumer protection issue in European retail energy markets, particularly in the context of fixed-term, fixed-price contracts and increasing market volatility. Case studies submitted by NRAs from Greece, Italy and Sweden indicate that termination fees have gained renewed relevance in recent years and may significantly affect consumer switching behaviour and market dynamics, if not properly regulated.

Evidence across Europe confirms that termination fees are closely linked to suppliers' hedging strategies, procurement costs and customer acquisition models. Supplier submissions (e.g. in Greece) illustrate that such fees are typically designed to recover costs associated with forward contracts, derivatives or portfolio imbalances resulting from early client exit.

While such fees may be justified to reflect actual costs incurred by the supplier in specific cases, NRA experience shows that their design and calculation vary significantly. In most countries, the exact methodology for calculating termination fees is not defined in legislation or regulatory acts, and is instead determined by suppliers, making it difficult to assess whether such fees are proportionate and effectively linked to the supplier's direct economic loss.

5.1 Legal background

European legislation establishes a general prohibition of switching-related fees for household customers and small enterprises. Directives (EU) 2019/944 and 2024/1788 allow contract termination fees only when a consumer voluntarily terminates a fixed-term, fixed-price electricity/gas supply contract before its expiry, subject to strict conditions including proportionality, transparency and limitation to the supplier's direct economic loss.

Case studies from Greece and Italy show that these provisions have been explicitly transposed into national law, clearly restricting termination fees to fixed-term fixed-price contracts and placing the burden of proof regarding the supplier's direct economic loss on the supplier. Similar approaches are observed in several MSs (e.g. Hungary, Poland) and in Great Britain, where legislation reiterates that termination fees must not exceed the direct economic loss and must be agreed transparently in advance.

In Sweden, the transposition closely mirrors the wording of the Directive, resulting in a more principles-based framework with limited operational guidance for market participants. In contrast, other jurisdictions (e.g. the Netherlands) have adopted more detailed regulatory approaches, including methodologies that explicitly link termination fees to the difference between the contract price and a reference market price, multiplied by the remaining contracted volume.

In several MSs (e.g., Austria, Estonia, Italy), the absence of detailed sector-specific rules results in the application of general civil law principles, with disputes often resolved through courts or alternative dispute resolution mechanisms. This leads to a variability in enforcement and legal interpretation across jurisdictions.

Subsequent legislative amendments, notably Directives (EU) 2024/1711 and 2024/1788, further strengthen consumer protection in fixed-term, fixed-price contracts, particularly by limiting unilateral contract modifications, which may increase the relevance of termination fees as a commercial risk-management tool for suppliers.

5.2 Challenges and problems related to contract termination fees

Arising from the applicable legal framework and NRA experience, several recurring challenges can be identified regarding the design and application of early contract termination fees.

First, defining the regulatory scope of eligible contracts remains complex. Case studies from Italy and Sweden highlight difficulties in applying termination fee rules to innovative or atypical contract structures, including open-ended contracts with limited fixed-price periods, long-duration offers and contracts linked to hedging strategies or power purchase agreements. Determining whether such products fall within the legal definition of fixed-term, fixed-price contracts is not always straightforward. In practice, similar contractual features may be interpreted differently across jurisdictions, creating uncertainty both for suppliers and regulators.

Second, transparency and consumer understanding constitute a major concern. Evidence from Greece and Sweden indicates that even where termination fees are disclosed at the pre-contractual stage, consumers often struggle to understand their actual financial implications. This is particularly the case when fees depend on remaining contract duration or supplier-specific calculations performed at the time of termination. As a result, consumers may be unable to compare offers effectively or anticipate the cost of exiting a contract during its lifetime.

Third, assessing proportionality and economic justification poses significant enforcement challenges. The Swedish case study shows that verifying whether a fee reflects the supplier’s direct economic loss on a per-consumer basis is resource-intensive and difficult to monitor systematically. Similar concerns arise in Italy, where individual household contracts typically represent a marginal share of a supplier’s procurement portfolio making it difficult to establish a clear and auditable link between the fee charged to the single customer and the actual cost incurred by the supplier, as these costs are also influenced by the supplier’s aggregate wholesale procurement positions and portfolio management strategies.

NRAs report difficulties in verifying whether termination fees accurately reflect the supplier’s direct economic loss. While some jurisdictions rely on general principles, others have introduced indicative methodologies or formulas (e.g. linking fees to remaining volumes and market price differences). However, even in such cases, monitoring compliance remains resource-intensive, particularly where supplier portfolios rely on complex hedging strategies and aggregated risk management approaches. In this context, ensuring that termination fees remain proportionate and justified in practice becomes a key regulatory challenge.

Fourth, the lack of harmonised methodologies across Member States creates fragmentation. NRA responses show a wide spectrum of approaches, ranging from the absence of specific rules (e.g. Germany, Sweden) to detailed regulatory methodologies (e.g. the Netherlands) or caps (e.g. Spain). This diversity may lead to uneven levels of consumer protection and distortions in cross-border comparisons of retail offers.

Finally, NRAs report persistent problems with indirect termination fees. Indirect termination fees are any financial charges, costs, penalties or economic disadvantages incurred by a consumer when they terminate early an energy supply contract, which are not explicitly presented, labelled or disclosed as a "termination fee" in the supply contract. Such costs may arise through the loss or rescinding of promotional benefits, prepaid energy related charges, administrative fees or other non-contractual mechanisms that create a financial disincentive to consumers to switching suppliers.

In Greece, practices such as non-refundable annual subscriptions and the reimbursement of promotional incentives were identified as creating financial disincentives to switching in variable price contracts. In Sweden, administrative termination charges and predetermined fee structures were found to function as exit barriers. Such practices risk undermining both the effectiveness and credibility of consumer protection rules by allowing termination costs to be imposed in indirect ways that are less transparent and more difficult to detect. As a result, they risk weakening both the practical enforceability and the credibility of consumer protection frameworks.

5.3 Finding solutions to current issues related to contract termination fees

NRAs report a variety of regulatory and supervisory approaches to address the challenges identified above, reflecting a gradual convergence towards more structured and transparent frameworks across MSs.

In several jurisdictions, regulatory clarification of the scope of permissible termination fees has proven particularly effective. In Greece and Italy, NRAs have explicitly limited the application of termination fees to fixed-term, fixed-price contracts and excluded variable or dynamic pricing products. This has contributed to increased legal certainty and improved compliance by suppliers.

The development of calculation approaches and indicative methodologies is also emerging as good practice. For example, in the Netherlands, a formula-based approach links termination fees to market price differentials and remaining contracted volumes, while in Sweden and other jurisdictions, similar market-based proxies are considered appropriate benchmarks for estimating direct economic loss. In parallel, supplier practices in several markets show increasing use of predefined fee structures that decrease over time, improving predictability for consumers.

Transparency measures are being progressively strengthened. In several Member States, including Greece, Italy and Portugal, suppliers are required to clearly disclose the existence, maximum level and calculation methodology of termination fees. In some cases, this information is also reflected in national price comparison tools, supporting more informed consumer choice.

Market monitoring and targeted enforcement actions further support the effective implementation of the framework. The Swedish case study demonstrates extensive supervisory interventions aimed at correcting unlawful fee structures and addressing aggressive sales practices. In Greece, supervisory actions and formal guidance were used to eliminate indirect termination fees and ensure compliance with switching rights.

In addition, dispute resolution mechanisms, including mediation bodies, play an important complementary role in ensuring that individual cases are addressed efficiently and that broader market trends are identified.

5.4 Recommendations

Drawing on the experience reported by NRAs across Europe, several key elements can support the continued improvement of regulatory frameworks for contract termination fees.

First, **greater clarity and legal certainty** are essential to ensure that termination fees are applied only in clearly defined and legally permitted circumstances, particularly in the context of innovative products and long-term contracts.

Second, the gradual development of **common principles or indicative approaches to the calculation of termination fees** could facilitate a more consistent assessment of proportionality and direct economic loss across jurisdictions, while preserving necessary flexibility for different market conditions.

Third, continued **strengthening of transparency requirements** can further support consumer understanding and comparability of offers. Ensuring that termination fees are clearly presented, predictable and easily interpretable throughout the contract duration remains essential.

Fourth, clear **identification and treatment of indirect termination fees** can reinforce the effectiveness of the regulatory framework and ensure that the right to switch is fully preserved in practice.

Finally, ongoing **monitoring**, supported by data collection and consumer complaint analysis, can help NRAs identify emerging issues at an early stage and apply targeted supervisory measures. Complementary tools, such as PCTs and standardised information formats, can further enhance consumer information and trust in the retail electricity market.

6 Unfair commercial practices

6.1 Legal Background

European Directives 2019/944 (Art. 10) and 2024/1788 (Art. 11) establish core consumer rights in the electricity market, focusing on transparency, fair contractual conditions and easy switching of suppliers. They require clear information on prices, billing and terms, and strengthen consumer empowerment, especially in the context of the energy transition and increased market complexity. Moreover, the Commission Recommendation (EU) 2026/1008 sets guiding principles regarding the contents and delivery of the summary of the key contractual terms and conditions of energy supply contracts.

In parallel, Directive 2011/83/EU on consumer rights (Arts. 6, 8, 9) sets general consumer protection rules for contracts, including detailed pre-contractual information, formal requirements for distance and off-premises contracts, and right of withdrawal.

Additionally, the Unfair Commercial Practices Directive 2005/29/EC complements this framework by prohibiting unfair commercial practices, such as misleading or aggressive behaviour, ensuring that consumers can make informed decisions under fair and transparent market conditions.

6.2 Challenges and problems

A large share of energy supply contracts is concluded through distance selling channels or outside the supplier's premises. The most common customer acquisition channels include telephone sales, online channels, door-to-door sales, and other forms of face-to-face sales.

Consumers often have limited knowledge of how the energy market operates and may struggle to assess which offer best meets their needs. In this context, aggressive or unfair commercial practices can be exploited.

Distance customer acquisition channels may facilitate the use of such practices at relatively low cost for sales agents, while at the same time limiting the consumer's ability to properly assess the information provided.

Thus, the way in which pre-contractual and contractual information is presented to consumers, together with measures to protect consumers from unsolicited commercial practices, is particularly important. Equally important is the existence and effective use of enforcement powers by NRAs, and/or other competent authorities, to ensure compliance with applicable consumer protection rules.

The Polish and Spanish case studies, focused on door-to-door[6] and telephone sales channels[7], reported some of the most common elements in misleading practices. Usually, it is an unsolicited contact which seeks the creation of a sense of urgency for the consumer. For instance, due to the alleged loss of discounts or the supposed need for a contract renewal, among other claims. Additionally, salesforces may fail to provide key information, which may mislead consumers, such as:
Not indicating the name of the supplier or impersonating employees of other entities.
Not informing customers of the change of supplier and the rights and obligations arising from this procedure.

Both countries experienced an increase in the number of complaints received by their NRAs due to these practices, especially in the door-to-door sales channel.

As the main challenge, in the Spanish case, it is worth noting that evidence of these unfair commercial practices is generally not reflected in the required contractual documentation, nor, where applicable, in the recordings of the contracting process. They typically consist of verbal scripts through which consumers are misled, and the only record of such practices is usually the subsequent complaint filed by the consumer. This hinders the effective enforcement of sector-specific provisions and, consequently, increases sellers' incentives to engage in abusive practices. Both NRAs convey the need to design and apply measures that protect consumers against commercial practices and not impact on competition negatively as another major challenge.

These practices and challenges occur mainly in the household segment, as the results from the NRA survey indicate (see Figure 18). For instance, 12 out of 21 countries (57%) identified unfair commercial practices during the last five years in the household segment. These practices were primarily detected through complaints submitted directly to the NRA (12 out of 12 countries), followed by the monitoring of sector-related complaints, complaints received by consumer associations and meetings with consumer associations (4 out of 12 countries). The sales channel most associated with these practices was door-to-door selling, followed by telephone sales, and, to a lesser extent, face-to-face sales conducted outside business premises.

[6] Article 2(8) a) of Directive 2011/83

[7] Article 2(7) of Directive 2011/83

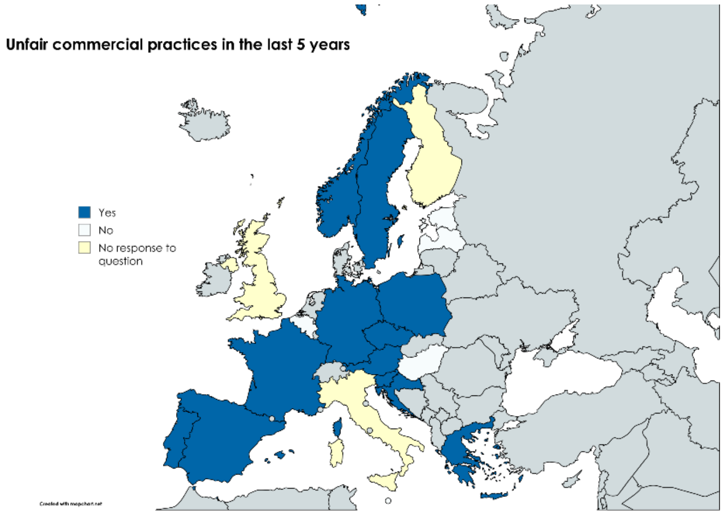


Figure 18 Unfair commercial practices in the household segment in the last 5 years.
Source: CEER 2026. Created with mapchart.net.

However, as the Hungary case study notes, small and medium-sized enterprises (SME) could also be affected by these practices. The issues identified by the Hungarian regulator MEKH revolve around the lack of transparency in contractual clauses and abusive contractual clauses[8] established by certain suppliers. MEKH detected this by individual requests from consumers, and their knowledge and impressions are not based on a comprehensive market analysis of the phenomena experienced. Thus, MEKH highlights the importance of sharing experiences at CEER level, as there is an inherent difficulty in assessing how widespread these issues are.

Results from the NRA survey indicates a lower prevalence in the SME segment, with five[9] out of 21 countries detecting these practices in the last five years. The Swedish and French regulators also registered abusive termination fees, the latter indicated as well consumer lock-in practices in addition to aggressive commercial practices and misleading information. NRAs mainly detected these conducts through complaints received (five out of five), followed by complaints to ADR entities (two out of five), and monitoring sector complaints (one out of five). The most common sales channels in which the practices were detected are telephone, face-to-face out of premises and door-to door contacts.

[8] For instance: abusive termination fees for multiannual fixed-term contracts, non- transparent automatic renewals, unreasonable termination "window" date or last call option (supplier can block switching if it matches the contractual conditions)

[9] France, Hungary, Norway, Sweden and Poland.

6.3 Finding solutions to tackle unfair commercial practices

NRAs report a variety of regulatory and supervisory approaches to address the problems and challenges identified above. According to the survey results in the household segment, seven out of the twelve countries that reported such practices have imposed sanctions, five have introduced established legislative or regulatory amendments, two have issued guidelines for suppliers, and seven have carried out a variety of measures[10].

Regarding the SME segment, three out of five countries (France, Norway and Sweden) applied sanctions, three out of five countries (Norway, Sweden and Poland) approved normative modifications.

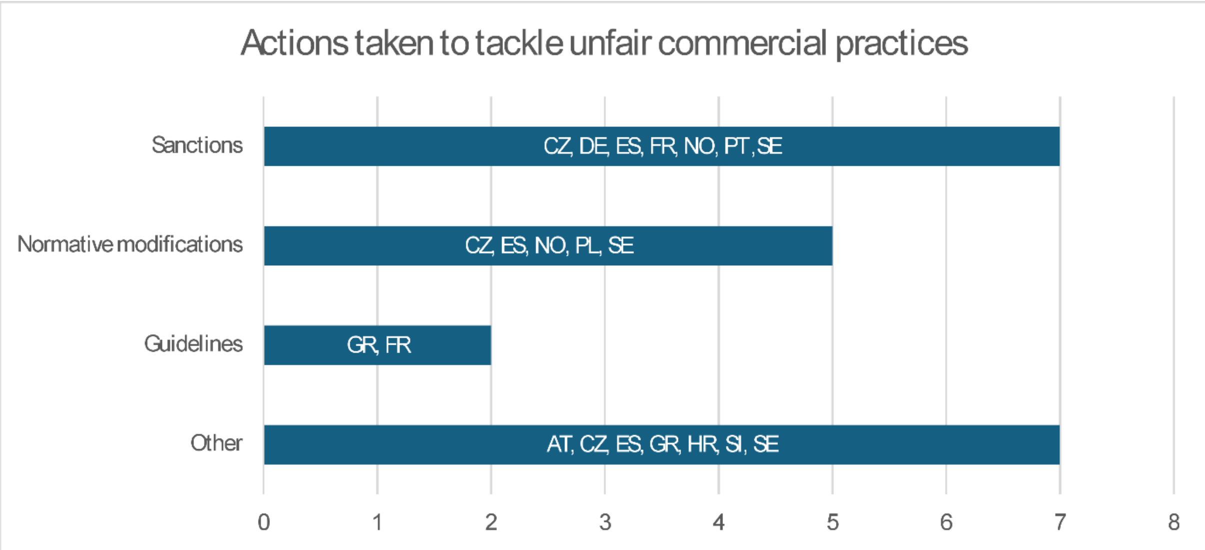


Figure 19 Actions taken to tackle unfair commercial practices in the last 5 years
Source: CEER 2026.

Regarding normative modifications, besides the Spanish and Polish cases explained in the next sections, two other initiatives were reported:

In Czechia, regulatory reforms significantly strengthened consumer protection in the household energy market. Energy intermediaries became subject to registration and oversight by the NRA, while specific rules were introduced for contracts signed through their services. These rules cover transparency issues, consumer information, written form requirements, contract termination and limits on powers of attorney. In parallel, the rules governing supplier switching and contractual relations with household customers were reinforced to increase the transparency of offers, enhance information obligations and make it easier for consumers to terminate certain contractual agreements. These measures were designed to address misleading sales practices, unsolicited switching, aggressive selling and unjustified contractual lock-in.

[10] Such as supervisory inspections, legally binding decisions, meetings with responsible suppliers, referring the case for criminal prosecution, specific monitoring of the responsible entity, or compulsory registration of contract intermediaries.

In addition, amendments to the Consumer Protection Act enhanced safeguards against unfair commercial practices by providing consumers with stronger remedies, including the right to withdraw from a contract within a 90-day period in certain circumstances. Supervisory authorities were also given clearer enforcement powers to tackle misleading and aggressive practices. Further measures adopted in response to the energy crisis improved consumer protection in areas such as price transparency, billing practices, complaint handling and contractual termination fees.

As exposed in section 4.2.3., Norway introduced requirements for electronic documentable consent, ensuring that supplier switching could not be initiated without a secure authentication of the end-user. Additionally, the practice was modified for suppliers to provide agreements in one document that provide all required information. These requirements also apply to the SME segment.

6.3.1 Normative approach: Door-to-door sales

Both Spanish and Polish NRAs modified the sectorial legislation to tackle these practices in door-to-door sales, with different approaches. Spain established a prohibition for unsolicited offers through this channel; thus, suppliers had to obtain the consumer's consent for the commercial visit. Meanwhile, Poland established a total prohibition on concluding contracts through this channel. This resulted in two different outcomes.

In Poland, prior to the prohibition, during 2018-2019 around 12-13% of the total complaints registered with the NRA concerned these sales[11]. The NRA's non-legislative actions through regular meetings with energy companies to discuss irregularities and complaints, and voluntary remedial measures allegedly adopted by the suppliers, did not reduce the incidence of these complaints.

The prohibition of door-to-door sales introduced in July 2021 has led to the discontinuation of many unfair practices used by sellers. The number of complaints on unfair practices reported to the NRA in 2024 and 2025 dropped to 0.3% of all energy-related complaints.

In Spain, similarly to Poland, most complaints received by the NRA regarding unfair commercial practices were linked to unsolicited door-to-door sales. Consumer associations and consumer bodies also referred similar cases to the Spanish NRA (CNMC). Consequently, in October 2018, new legislation was enacted prohibiting unsolicited door-to-door sales. Suppliers are now required to demonstrate that a customer has explicitly requested a visit, initiated independently.

[11] Complaints submitted to the Energy and Gas Fuels Consumer Information Point (part of the Polish Regulator) were approximately 5,000, including nearly 600 (12%) cases involving unfair market practices. Data for 2019, however, indicated a total of 2,995 reports, including 395 (13%) regarding unfair market practices. The decline in reported cases was due to the specific nature of 2019 and the electricity act, which caused a freeze in the energy market, salespeople's acquisition activity, a decline in offers, and uncertainty in the new legal environment. It is worth noting, however, that the percentage of cases reported due to unfair practices by sellers remained similar.

% Unsolicited doorstep selling vs % Switches in doorstep channel	2016	2017	2018	2019	2020
Electricity. % consumers declaring unsolicited doorstep selling	40.9%	25.4%	22.8%	13.9%	7.6%
Electricity. % switches doorstep channel declared by suppliers	47.3%	41.0%	32.0%	17.3%	6.5%
Gas. % consumers declaring unsolicited doorstep selling	46.7%	37.7%	23.4%	11.9%	7.6%
Gas. % switches doorstep channel declared by suppliers	55.8%	44.0%	36.4%	11.7%	3.2%

Table 1 Percentage of consumers declaring a contract agreement through unsolicited door-to-door sales in the last 2 years vs Percentage of supplier switches through door-to-door sales declared by supplier per year. Source: CNMC 2026.

Following the introduction of this legislation, indicators that measure door-to-door activity declined. For instance, the percentage of consumers that claimed to switch after an unsolicited door-to-door visit in the last two years accelerated its declining trend, nearly halving from around 23% in 2018 to around 13% in 2019 in both electricity and gas. Similarly, the percentage of switches through door-to-door sales declared by suppliers also registered a notable decrease, of approximately -15 points from 2018 to 2019 in both sectors (see Table 1).

6.3.2 Enforcement approach: Door-to-door sales

Nevertheless, the Spanish NRA continued to receive complaints involving unsolicited door-to-door sales, although its number decreased. These complaints were largely concentrated in certain suppliers. One such supplier was sanctioned under two regulatory frameworks:

- Energy law: a sanction was imposed for breaches of the prohibition of unsolicited door-to-door sales, resulting in a fine of €1.5 million. Enforcement was facilitated by consumers' awareness of the ban and strengthened by a new norm that established a specific infringement type for this violation classified as a serious infringement, which permitted the imposition of higher penalties.
- Competition law: This relates to misleading and deceptive commercial practices in remote selling channels (here both door-to-door and telephone) during 2019-2021. A fine of €9.2 million was imposed. The case was built upon the high number of complaints detected, where competition and energy data[12], and the cooperation between Energy and Competition areas were key.

After these sanctions and the COVID restrictions, the weight in switching channels shifted towards telephone, online and others (mainly in-person contracting outside the customer's premises, for instance in shopping malls). The percentage of consumers reporting unsolicited

[12] Significant increases in market share and a notably high rate of early contract terminations (within 90 days) compared to the sector average.

door-to-door selling reduced to a minimum (4%-6% in both sectors, see Figure 20). The unsolicited sales have since then mainly reported in the telephone channel.

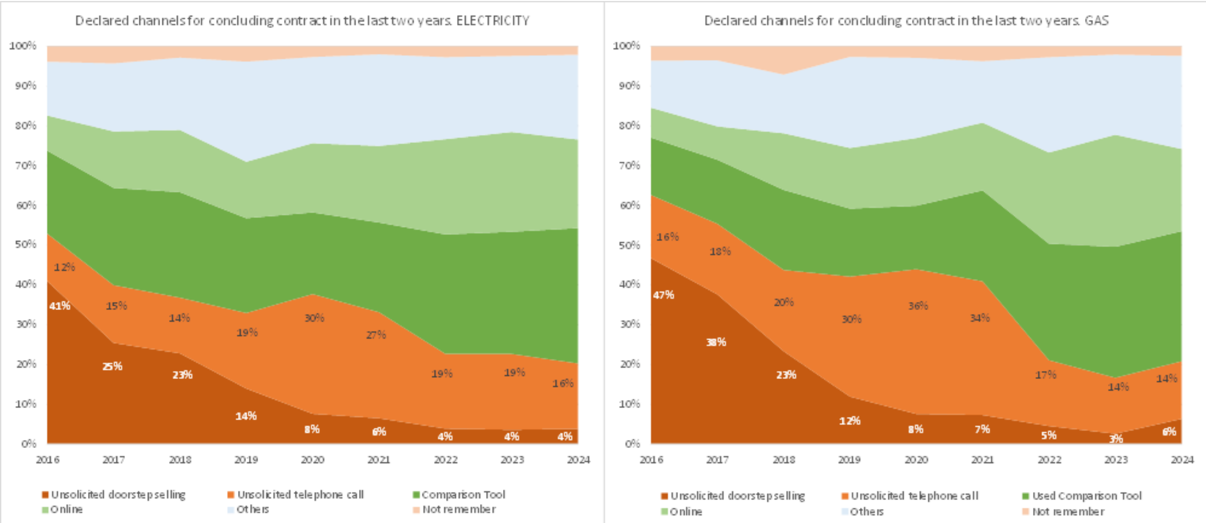


Figure 20 Percentage of consumers declaring the channel for concluding a contract in the last 2 years. Source: CNMC 2026.

In Poland, after the door-to-door sales prohibition the NRA has not observed an increase in complaints about unfair practices in energy sales related to sales concluded over the telephone. In Poland, telephone sales are generally recorded, and it is required to confirm the conclusion of the contract on a durable medium. These requirements are very similar to the Spanish case.

6.3.3 Normative approach: Telephone sales

In Spain, since 2020, unfair commercial practices have become more prevalent in telephone sales, which now account for most complaints received by the NRA. In June 2023, a general ban was introduced on unsolicited commercial calls, thus including the energy sector. Suppliers must obtain consumers' consent before making such calls, except under certain conditions. Additionally, from June 2025, commercial calls must use identifiable fixed-line numbers.

According to the Spanish regulator CNMC's records on switching complaints, the number and share of complaints about unfair commercial practices decreased in 2023, but rose again in 2024 and 2025, matching the high levels recorded in 2022 (see Table 2). One supplier accounted for a substantial number of complaints, although the overall trend remains upward. So, the legal provisions seemed not completely effective.

Weight over total switching complaints in CNMC	2022	2023	2024	2025
Unfair commercial practices	25.4%	14.8%	23.5%	40.0%
Unfair commercial practices excluding one supplier		9.7%	8.0%	19.6%
Nº of complaints for unfair commercial practices	105	35	56	102

Table 2 Complaints about unfair commercial practices in Spain, 2022-2025.
Source: CNMC 2026.

Accordingly, the Spanish NRA proposed to reinforce the ban on commercial calls in the energy sector, alongside additional contracting requirements, this proposal was finally set out in the recently approved new Electricity Regulation. The main measures which came into force in June 2026 include the following:

- The consumer's request to be contacted must be clear, unambiguous, and for a specific purpose. Consumers must be properly informed of the nature of their request.
- A complete recording of the contracting call must be made, including proper identification of the supplier, the purpose of the commercial call, and a clear, comprehensive presentation of the offer's content and details. This recording forms part of the documentation required to demonstrate consumer consent to the switch.
- The supplier must provide a summary of the key contractual conditions, prior to the conclusion of the contract.

6.3.4 Enforcement approach: Telephone sales

The Spanish NRA identified a supplier with a disproportionately high number of consumer complaints relative to its size between 2022 and 2025. Although certain indicators raised concerns (such as consumer complaints and a high rate of early contract terminations) investigations found no conclusive evidence of misleading practices, as call recordings and contractual documents seemed formally correct.

As a result, instead of imposing a sanction, the NRA adopted a legally binding decision[13] in February 2026 requiring the supplier to strengthen its commercial practices, including recording all sales contacts, verifying the origin of consumer consent, conducting post-contract verification calls, and monitoring sales activities through specific indicators subject to reporting and corrective measures.

[13] CNMC can oblige stakeholders to comply with specific measures if it detects a lack of diligence in applying legal provisions.

6.4 Recommendations

Considering the experience so far with these practices, regulations should focus on **preventing commercial practices** that artificially create a sense of urgency and pressure consumers into entering into contracts without sufficient time for consideration. In Spain, this was the case by prohibiting unsolicited commercial contacts (door-to-door and telephone sales, subsequently). In Poland, a full prohibition of door-to-door sales was enacted. Afterwards, switching complaints reduced drastically.

However, in Spain the measures seemed not fully effective in pushing out door-to-door and telephone sales. This could be due to suppliers easily collected consumer consent to the commercial contact, some of them without the consumer’s being properly informed or aware of granting it. In such a case, further actions have been needed through enforcement and regulation amendments.

Second, preventive measures should be complemented by **effective enforcement tools**. Clearly defining prohibited practices and **classifying serious breaches as major infringements** can strengthen deterrence and facilitate the application of dissuasive sanctions. Coop**eration between NRAs, consumer protection authorities and other competent bodies** should be further enhanced to ensure coordinated enforcement and prevent regulatory gaps, as indicated in the Spanish case study regarding door-to-door sales.

In telephone unfair commercial practices, the **impact** of the new protection measures adopted in Spain during 2026 should be **assessed**, alongside the reasons why in other countries such Poland, these practices have not spread with the same intensity. These measures are intended to **reinforce consent for commercial contact, enhance transparency of information, and strengthen documentary requirements** in the contracting process (and conversely strengthen enforcement). Also, the Czech and Norwegian legislative modifications should be evaluated.

Finally, considering Hungary’s concerns and the survey results, NRAs should also be vigilant on unfair commercial practices in the **SME market** segment, sharing experiences and actions carried out at CEER level.

Annex 1 – List of abbreviations

Term	Definition
ADR	Alternative dispute resolution
AI	Artificial intelligence
CEER	Council of European Energy Regulators
DSOs	Distribution system operators
EU	European Union
MSs	Member States
NRAs	National Regulatory Authorities
PCTs	Price comparison tools
SOLR	Supplier of last resort

About CEER

The Council of European Energy Regulators (CEER) is the voice of Europe's national energy regulators. CEER's members and observers comprise 38 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.

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