




DRAFT GUIDE ON BUNDLED PRODUCTS A CEER PUBLIC CONSULTATION

View of European Energy Retailers



November 14th 2018

Founded in 2017 by:

ACIE: Asociación de Comercializadores Independientes de Energía / Association of Independent Retailers – SPAIN

AFIEG: Association Française Indépendante de l'Electricité et du Gaz / French independent association for electricity and gas – FRANCE

AIGET: Associazione Italiana di Grossisti di Energia e Trader / Italian Association of Energy Traders & Suppliers – ITALY

BNE: Bundesverband Neue Energiewirtschaft e.V. / Association of Energy Market Innovators – GERMANY

Oberoende Elhandlare / Independent Electricity Retailers – SWEDEN

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

We strongly support the introduction of:

- The possibility of an early termination fee for the following occurrences:
 - All cases where the provider has invested in costs related to the offer that cannot be recovered in case of an early termination
 - (E.g. in Italy Telco companies do charge termination fees even with no hard-ware investments, to allow bargains to loyal customers)
 - Fixed price energy contracts. They can be seen as a bundle of a price hedging service and a plain energy delivery. Regarding the early termination fee in case of electricity fixed price contract, the Proposal of Directive of electricity market design provides for the possibility of a switching fee to cover supplier's costs.
- Rule of single contact point. It should be made clear to the consumer who is liable for the full bundle in case of any problems.

We do not agree with:

- The price comparison tool. Comparing complex and bundled products plainly through the price is not efficient. Only the customer, based on his preferences, can give the right evaluation to the package.
- Single item price disclosure. The provider should be allowed to even cross-subsidize items of the bundle except cases of excessive market power or dominant position. Moreover, cross-selling might allow synergies which clearly are related to the bundled sale. A customer can always refer to non-bundled offers if he wants an understanding of unbundled prices.
- The provision in the guide book stating that “any update or change to the initial contract should be notified to the consumer at a minimum one-month in advance”. In the general law for contracts with consumers there are specifications for the notice of contract changes. Specific regulations among sectors also exist. Existing rules in each Member States should be taken in consideration, and to bundled



products should be applied the minimum notice applicable to the different products involved in the package.

Question 4: Do you agree with the proposal that there should be a single point of contact so as to avoid ping-pong in the case of a customer having a problem with the bundled product? If not, what workable alternatives do you suggest?

Yes, we strongly agree with the single contact point principle (please see above).