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ANNEX

**ANNEX**  
**to the**  
**COMMISSION RECOMMENDATION**  
**on the summary of the key contractual terms and conditions of energy supply contracts**

## ANNEX

### **1. Legal and policy context**

#### *Electricity market offers*

Pursuant to Article 11(1a) of Directive (EU) 2019/944, final customers are to be provided with a summary of the key contractual terms and conditions prior to the conclusion or extension of any contract. The summary is to be provided in a prominent manner and in clear and concise language and is to set out the rights referred to in Article 10(3) and (4) of Directive (EU) 2019/944.

Pursuant to Article 10(3) of Directive (EU) 2019/944, the supply contract is to specify the following:

- (a) the identity and address of the supplier;
- (b) the services provided, the service quality levels offered, as well as the time for the initial connection;
- (c) the types of maintenance service offered;
- (d) the means by which up-to-date information on all applicable tariffs, maintenance charges and bundled products or services may be obtained;
- (e) the duration of the contract, the conditions for renewal and termination of the contract and services, including products or services that are bundled with those services, and whether terminating the contract without charge is permitted;
- (f) any compensation and the refund arrangements which apply if contracted service quality levels are not met, including inaccurate or delayed billing;
- (g) the method of initiating an out-of-court dispute settlement procedure in accordance with Article 26;
- (h) information relating to consumer rights, including information on complaint handling and all of the information referred to in this paragraph, that is clearly communicated on the bill or the electricity undertaking's web site.

Moreover, Article 10(4) of Directive (EU) 2019/944 states that final customers are to be notified of any intention to change the contractual conditions and are to be informed about their right to terminate the contract when the notice is given. Directive (EU) 2019/944 also explains how and when such notification is to be given by suppliers and obliges Member States to ensure that final customers can terminate the contract if they do not accept the new contractual conditions.

Pursuant to Article 11(1a) of Directive (EU) 2019/944 the summary is to include at least the following information:

- (a) the total price and its breakdown;
- (b) an explanation as to whether the price is fixed, variable or dynamic;
- (c) the supplier's email address and the details of a consumer support hotline; and
- (d) where relevant, information on one-time payments, promotions, additional services and discounts.

## *Gas market offers*

Article 11(3) of Directive (EU) 2024/1788 stipulates that final customers are to be provided with a single summary of the key contractual conditions in a prominent manner and in concise and simple language. It also requires suppliers to use a common terminology.

### **2. Improving transparency via standardisation**

Some Member States have already implemented standardised summary templates that regulate the content of pre-contractual information. These templates are characterised by a standardised and concise layout, accompanied by rules on how to fill in the summary.

It is important that several standardised summary templates be designed to cover the different types of energy offers, including: fixed, variable, or dynamic electricity price contracts; offers including additional products or services that are tied to, or bundled with energy supply (bundled offers); and offers that allow consumers to feed surplus electricity into the grid.

Behavioural research shows that consumers want simplified offers with short and simple explanations and prefer information to be presented in a standardised way, following the same structure and highlighting essential information, particularly the total price, contract duration and main terms. Consumers understand offers better if a concise and easily accessible summary is presented in bullet points. The type and amount of information, as well as the way the information is framed, structured and presented, have a major impact on consumers' ability to access, assess and act upon it.

A box highlighting key consumer protections and risks, displayed on the first page, can be a powerful tool to empower consumers. At the same time, a two-tiered approach, where information is presented in a layered format, should be adopted. In this format, the most important information, such as pricing, contract duration and termination, should be displayed prominently in the first tier. The second tier should then provide more detailed information, including supplier obligations and consumer rights, allowing consumers to easily access and understand the terms of their contract.

To address the needs of vulnerable customers, the template should include, where relevant, specific additional information or links to social services. For instance, a dedicated section of the summary could provide information for vulnerable customers and those affected by energy poverty, including conditions for social tariffs, discounts and links to additional support services.

The summary should be kept separate from the full terms of the contract. However, when a consumer concludes a contract after receiving the summary, the information in the template may become part of the contractual terms. In any case, the summary should include a clear validity period, with both an issue date and an expiry date to ensure that the information is accurate and up to date.

Regulatory authorities should monitor the use and effectiveness of the summary to ensure that suppliers and, where applicable, intermediaries and energy service providers comply with the requirements and that consumers are adequately protected. This monitoring will allow areas for improvement to be identified and necessary adjustments to the template to be made, thereby improving consumer experience and protection in the energy market.

### **3. Guiding principles for the summary**

#### *Accessibility*

To ensure inclusivity and accessibility, the summary should be made available to all consumers on a durable medium of their choice, including paper, and be permanently accessible so that consumers can review vital documentation.

Furthermore, information should be displayed in a user-friendly and suitable way, tailored to consumers' needs. Digital versions should be designed for interoperability across devices and sales channels. The needs of those who may have limited access to digital resources or who prefer non-digital communication should be carefully considered.

Equitable accessibility for persons with disabilities and consumers with limited digital skills or connectivity should be ensured. Information included in the summary, whether in printed or electronic format, should comply with the relevant accessibility requirements.

### ***Clarity***

Essential contractual terms and conditions must be presented clearly and simply. Information should be presented in a logical, user-friendly order that final customers can easily follow, and expressed in concise sentences to improve understanding and speed up information retrieval.

To improve transparency and consumer protection, a 'Key protections and risks' box could be helpful for consumers and cover essential information such as: (i) price and potential price changes, including a risk warning for variable or dynamic price contracts and related bill volatility; (ii) conditions for contract termination and related fees; and (iii) contacts for assistance and dispute resolution.

A two-tiered approach is considered to be good practice for presenting a summary of key contractual terms and conditions, as it provides a clear and consumer-friendly format for presenting complex information.

In addition, to ensure consistency and make electricity and gas markets more understandable, the common terminology should be used consistently by all suppliers and, where applicable, intermediaries and energy service providers in all communications, marketing materials, offers, contracts and bills.

Information should be provided using a widely understood vocabulary. Plain-language principles should be used, and a national glossary of mandatory terms (for instance fixed/variable/dynamic price, loyalty period, termination fee) in plain language should be adopted. The summary should use only these terms to ensure consistency and comparability and should be written at a B1-B2 reading level, making it accessible to a wide range of consumers. Where it is not possible to avoid technical language, acronyms, or sector-specific jargon and complex sentence structures, clear explanations in everyday terms should be provided.

### ***Readability***

Consumers should be able to understand the main aspects of the offer at a glance and the summary should be as short as possible.

Information should be presented using short sentences, and key details should be featured prominently on the first page. If it is not possible to display all the key aspects in a prominent way on a single page, they should be displayed in the first part of the summary on no more than two pages. The length may be increased, for example, to make the information accessible to consumers with disabilities.

For easy comprehension, information should be concise and presented in legible font types and sizes, and appropriate colours should be selected. For instance, essential information should be highlighted in bold fonts, insets or similar layout. Font sizes should be sufficiently readable, typically at least 10 points for information to be viewed at close distances. Clearly distinguishable headings, appropriate spacing and alignment should be employed to delineate sections of the summary and create a visually appealing and organised format.

Symbols, icons, or simple visual aids may be used to improve comprehension, provided they do not distract from the text or reduce accessibility.

The technical constraints of certain media, such as mobile telephone screens, should be considered. It should be possible to adapt the text to different digital environments, and to enlarge it for better visibility on electronic devices.

### ***Comparability***

Comparability is vital to enable consumers to make well-informed choices and choose the deal that best meets their needs and preferences. To achieve this, all suppliers and, where applicable, intermediaries and energy service providers should use standardised terminology and a standardised summary of the key contractual terms and conditions in a uniform structure.

The summary should be publicly available, displayed on the supplier's website, and incorporated into comparison tools. Suppliers should make public a comprehensive overview of their offers in two complementary formats. Alongside an easily-readable summary that provides a clear and understandable overview of the offer's terms and conditions, suppliers should also publish a machine-readable file containing all mandatory fields, with a persistent URL. By doing so, suppliers enable comparison tools to automatically ingest and process the offer details. This will also streamline regulatory oversight, allowing regulatory authorities to monitor compliance and conduct market analyses efficiently.

To provide consumers with easy access to the available comparison tools, a link or a QR code with a link to independent comparison tools should be prominently displayed in the summary.

### ***Timing***

Timing is a critical factor. To provide customers with sufficient time to review and compare information without pressure, the summary should be provided well before the final customer is bound by any contract or offer, also where means of distance communication are used.

The timing of the delivery of the summary should be carefully considered and adapted to different sales channels. Specific deadlines for delivering the summary should be set at national level. For online sales, for instance, the summary could be sent to the customer's designated email address on the same day that it is requested. For telephone sales, the summary could be delivered by the end of the same day if sent via email, or within a few working days if the customer prefers to receive it by post. For door-to-door sales, the summary should be presented prominently to the customer before they sign the contract.

For telemarketing and door-to-door sales, it is especially important to ensure transparency and accountability. Therefore, suppliers and, where applicable, intermediaries and energy service providers should deliver the summary to the customer before obtaining their consent to the contract, and should also record verifiable proof of delivery, including the timestamp and channel used.

For all off-premises contracts, final customers should be informed using a durable medium about their right of withdrawal as set out in Directive 2011/83/EU of the European Parliament

and of the Council<sup>1</sup>. In cases where the summary is provided less than 24 hours before the contract is signed, suppliers and, where applicable, intermediaries and energy service providers should be asked to send a short reminder to the customer, using a durable medium of the consumer's choice, about the right of withdrawal.

#### **4. Instructions for designing the template summary**

The summary should specify the following items of information:

##### ***Identification of the supplier***

- The supplier's name, the offer name, and the supplier's logo and customer support hotline / detailed customer service contact information should be prominently displayed at the top of the first page.
- The supplier's address, email address and website should be easy to find.
- The contact information may also indicate the possibility of using web forms or other types of direct contact and, where relevant, identify any intermediary.

##### ***Service description***

- The product name, energy service(s) and the main features (including the type of contract), as well as the type of accompanying equipment and/or service, where applicable, should be indicated.
- Information on the energy mix should be provided. If the offer is marketed as green, sustainable or similar, a clear explanation of the sourcing of energy and certification (guarantees of origin) should be included to ensure that final customers can easily understand the offer and the environmental impact of their choice.
- Where relevant, information on the main products and services for final customers with disabilities should be displayed in an appropriate way. Where information on different products and services for customers with disabilities is extensive and variable, the summary may indicate that this detailed information is available separately.
- For bundled offers, the summary should clarify the type of bundled offer (for instance gas and electricity supply; energy supply with non-energy-related services; and the installation, operation and maintenance of electricity storage systems combined with installations generating renewable electricity for self-consumption).
- Clear information on products and/or services that are bundled with electricity or gas supply should be provided together with an explanation of whether these are mandatory or optional. At the same time, the roles and responsibilities of service providers and, where relevant, the different entities that the final customer is expected to engage with, should be clearly described.
- Applicable terms, conditions, remuneration for feeding surplus electricity into the grid, fees and procedures should be made available to final customers who are either

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<sup>1</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, pp. 64–88, ELI: <http://data.europa.eu/eli/dir/2011/83/oj>).

already involved in – or are considering getting involved in – individual self-consumption and/or energy sharing.

### ***Price information***

- A clear explanation of the tariff structure and whether the price is fixed, variable or dynamic should be provided.
- Information on the price should include: (i) the total price of electricity or gas; (ii) a breakdown of all the cost components, i.e. supply, distribution costs, taxes and levies; (iii) the single unit price including all charges and taxes; (iv) information on one-time payments, promotions, additional services and discounts, where relevant; and (v) mandatory charges, where relevant.
- Price information per kWh or m<sup>3</sup> and total cost per year, together with an explanation of the method for calculating the price should be clearly stated, allowing final customers to easily compare across offers how much suppliers are charging for electricity or gas consumption and for the yearly fixed fee.
- Information on the price should be displayed in a format that allows consumers to compare prices and should reflect, where applicable, any time-limited discounts and the price of equipment. Where a promotional price applies, this should be clearly indicated, including how long the discount is valid, which conditions apply to discounts (for instance not switching before a certain date) and the full price without the promotion. Where applicable, the duration and scope of any price guarantee, as well as the prices applicable after the expiry of that guarantee, should be clearly displayed.
- For dynamic prices and contracts with a flexible price component, the summary should include a clear and easily understandable explanation of the formula determining the price, the index to which the formula is linked and where the final customer can follow the evolution of the price changes as well as their frequency. Consumption-dependent costs beyond the base electricity price, such as surcharges on the spot market price, should be disclosed separately per kWh.
- For dynamic electricity price contracts and contracts with a flexible price component, final customers should be provided with illustrative cost projections (monthly or yearly), based on measured values and suppliers' projections to enable them to estimate the bill. The summary should explain how these cost projections are calculated and the potential risks where the price is not fixed and/or known in advance so that the final customer understands the advantages and disadvantages and can make an informed choice. Illustrative comparisons with different offers by the supplier should also be provided, so that consumers can better assess the appropriateness of each contract type.
- For electricity offers for final customers with solar panels, the summary should list the remuneration for such customers who feed surplus electricity into the grid. The summary should also list any fees imposed, including the underlying costs, how these costs are calculated, in which situations the costs are incurred, when these costs have to be paid and other relevant information.

### ***Contract duration, renewal and termination***

- Information on the duration of the contract should be displayed prominently.

- The main conditions for contract renewal and termination (due either to the contract reaching the end of its duration, or to early termination, where applicable) should be included together with whether the contract can be terminated free of charge.
- For final customers who voluntarily terminate fixed-term, fixed-price electricity supply contracts before their maturity, the summary should include termination fees and the formula to compute the fee.
- Where the offer contains a loyalty period, the summary should mention its duration as well as the benefits and penalties associated with it.
- The terms and conditions of the energy supply contract should be listed separately from those of any additional products or services, and should include a breakdown of their respective costs, contractual periods and any minimum term commitments.
- The conditions for price or tariff changes during the contractual period should be clearly indicated.
- For bundled offers that include equipment, the summary should provide a clear and concise explanation of how to return the equipment if the contract is terminated. This should include information on any applicable fees and penalties.

### ***Services, claims and consumer rights***

- The summary should state the means by which information on tariffs and bundled products or services can be obtained (internet, telephone, etc.).
- Information about the date of billing, billing frequency and payment method options should be included.
- A clear and comprehensible explanation of the remedies available for supply disruption or service quality failures, including inaccurate or delayed billing, as well as the compensation and refund arrangements should be included.
- Information should be provided on the supplier's services, complaint handling by the supplier (including the deadline for answering the complaints) and any compensation that is available to consumers.
- The summary should include information on the costs charged by the supplier in the event of non-payment. In the case of a dispute between the supplier and the final customer, the summary should also explain that it is possible to pay only the undisputed part of the bill while the dispute is being resolved.
- A brief explanation of the out-of-court dispute settlement procedure, and how to initiate such a procedure should be provided.
- Information should be provided on where consumers can find help and advice (for instance, the contact details of regulatory authorities and consumer organisations) and where the full details of consumer rights are published (for instance, on the supplier's website).

### *Other relevant information*

- Information on additional services, including social services and dedicated contacts available for vulnerable customers and those affected by energy poverty should be provided. This could include details on social tariffs, discounts and other forms of support, as well as guidance on accessing these services.
- Optional information fields may include specific consumer rights or obligations under national law.
- Where applicable, the summary should indicate whether additional language versions or translations are available.