

## **E.ON Energy Fixed 1 Year Terms and Conditions (for contracts entered into from 3<sup>rd</sup> December 2013)**

### **Definitions**

Words shown in **bold** in these terms and conditions have the meanings shown below.

**Contract** means these terms and conditions together with **Your Tariff Details** or, if you haven't made an agreement with us, our E.ON EnergyPlan prices.

**End Date** means the date on which your tariff is due to end, as shown in **Your Tariff Details**. This only applies to tariffs which have a limited duration – see section 14 to see if this applies to your tariff.

**Energy** means electricity or natural gas or both.

**Exit Fee** means the fee you have to pay if you switch to another supplier before the **End Date**. This only applies to tariffs which have a limited duration – see section 14 to see if this applies to your tariff.

**Green Deal** means the government scheme which enables a **Property** to be fitted with **Energy**-saving improvements that are paid for through the electricity bills for that **Property**.

**Green Deal Charges** means the payments we will collect from you if you have a **Green Deal**. We will pay these to your Green Deal provider on your behalf.

**Network Operator** means a company which manages part of the gas or electricity distribution systems which carry **Energy** to your **Property**.

**Property** means the home or other premises to which we supply **Energy** under your **Contract** with us.

**Smart Energy Display** means a worktop display unit which is provided with a **Smart Meter**, and which shows your latest **Energy** usage and estimated costs.

**Smart Meter** means a meter that can be communicated with and controlled remotely, for example to obtain meter readings.

**Your Tariff Details** means the part of the most recent letter we sent you to confirm your **Contract** with us or, where applicable, changes to your **Contract** made in accordance with your terms and conditions. **Your Tariff Details** show the charges and any other terms that apply, for example how you have agreed to pay us.

## **1. This Contract**

### **1.1 About your Contract**

This **Contract** is between you, the person or persons responsible for the **Energy** we supply to the **Property**, and us, E.ON Energy Solutions Limited. It is the terms and conditions under which you will be supplied by us. Either of us can rely on the law to protect us if the other one breaks those terms and conditions. You can also take complaints to the **Energy** Ombudsman if we haven't been able to agree a solution with you – see section 9.

In accepting a supply of **Energy** from us, you confirm that:

- the **Property** is connected to the main electricity and/or gas network in Great Britain; and
- you will mainly use **Energy** for domestic purposes at the **Property**.

### **1.2 If you've agreed a Contract with us**

Your **Contract** is made up of these terms and conditions and **Your Tariff Details**, which make up your entire agreement with us.

### *Cooling off*

You have 14 days from the day you agreed this **Contract** to change your mind – this is the cooling off period. If you do change your mind, contact us using the contact details provided with **Your Tariff Details**.

### *Credit check*

When you switch to us we check your credit rating to see whether you might have problems paying your bills on time. We'll ask you for your permission before we do this, but if you refuse you will need to meet certain conditions before we will agree a **Contract** with you.

We'll also check your credit rating if you want to switch to a standard credit meter from a prepayment meter. If you refuse permission for this we won't agree to the switch.

When we do a credit check we'll check our own records (if we already supply you or have supplied you in the past 12 months) and get information about you from a credit reference agency. You can find out more, including which agencies we use, at [eonenergy.com/fairprocessing](http://eonenergy.com/fairprocessing), or call us on 0345 301 4905.

Depending on the results of the credit check we may:

- require you to pay by a particular payment method; and/or
  - request a security deposit;
- or
- require you to have a prepayment meter fitted, which will restrict the tariffs we can offer you.

### *How long will my switch take?*

If you're switching to us from another supplier, your switch should be completed no more than 21 days after the end of the cooling off period unless:

- you've agreed a later date with us;
- your old supplier has objected to the switch, for example because you owe them money;
- we haven't been able to obtain all the correct information we need to complete the switch despite taking all reasonable steps;
- any other circumstances outside of our control.

## **1.3 If you haven't agreed a Contract with us**

This might happen where:

- you've moved into a **Property** we already supply; or
- the person who was responsible for **Energy** used at the **Property** has moved out, so you have now become responsible.

If you've become responsible for the **Energy** used at the **Property**, when you start to use **Energy** at the **Property** you will be supplied on our standard variable tariff (**E.ON EnergyPlan**) unless you agree a **Contract** with us.

You should contact us as soon as possible to tell us you are responsible for the **Property** so we can bill you accurately. We can also tell you about our other tariffs. You can find details of all our tariffs at [eonenergy.com/services](http://eonenergy.com/services), or call us on 0333 202 4608.

If you are a landlord and your tenant has moved out and no-one else has moved in, you will be charged if you use **Energy** while the **Property** is empty. Unless you use **Energy** for mainly domestic purposes, we'll supply you on our terms and conditions for business customers. Our Terms and Conditions for Small and Medium Enterprises are available at [eonenergy.com/smeconditions](http://eonenergy.com/smeconditions).

## **1.4 When your Contract ends**

Your **Contract** will end when you switch to another supplier or have your **Energy** supply permanently disconnected. If you agree a new **Contract** with us, for example where you switch to another of our tariffs, your new **Contract** will replace your old one.

In rare circumstances, the **Energy** regulator Ofgem may arrange for another supplier to take over the supply at your **Property**. If they do, your **Contract** with us will end. Your new supplier will contact you if this happens.

## 2 How we work out what you have to pay

### 2.1 Your Energy charges

If you've agreed a **Contract** with us, details of your prices are shown in **Your Tariff Details**. If you haven't agreed a **Contract**, you'll be charged at our standard variable prices (E.ON EnergyPlan) which are available at [eonenergy.com/ourstandardprices](http://eonenergy.com/ourstandardprices), or call us on 0333 202 4608.

### 2.2 Other charges

In some circumstances we may apply additional charges, including:

- replacement meter cards, payment cards or copy documents, for example bills or statements;
- testing your meter if you think it is inaccurate;
- charges relating to removing, inspecting (rather than meter reading), re-installing, testing, installing or repairing a meter;
- changing the position of a meter at the **Property**;
- charges relating to making a connection to your local **Energy** network;
- an **Exit Fee** – see section 14 to see if **Exit Fees** apply on your tariff;
- fees or charges relating to recovering money you owe us;
- charges relating to disconnection or reconnection at your request;
- charges relating to our legal rights to enter your **Property** or to disconnect your supply;
- charges required by law or under our regulations, or as directed by Ofgem, the **Energy** regulator;
- **Green Deal Charges**.

More information about additional charges is provided at [eonenergy.com/additionalcharges](http://eonenergy.com/additionalcharges) or by calling us on 0345 301 4905.

### 2.3 Discounts

You will receive a discount on your **Energy** bills:

- if we supply you with both gas and electricity at the same **Property** (dual fuel); and/or.
- if you manage your account online and agree to receive your bills or statements of account by email (paperless billing).

Discounts are shown as a yearly amount but are applied to your account daily, so if you leave us before the end of a year we'll pay you for the number of days we supplied you.

If you have a prepayment meter your discounts will be paid by cheque after we have sent your statement.

### 2.4 Reading your meter

To work out how much **Energy** you've used, we need readings from your meter.

If you have a **Smart Meter**, in most cases we'll be able to read your meter remotely. We'll do this once a month, when we'll collect meter readings for each day of that month unless:

- you've agreed we can collect your usage data on a half-hourly basis; or
- you've told us you only want us to take a monthly meter read.

We'll also try to read your **Smart Meter** remotely when your prices change or you switch to another E.ON tariff. If you switch to another supplier we may read your meter remotely and send the reading to your new supplier, providing we have an agreement with them to do this.

If we can't obtain a reading from your **Smart Meter** we'll estimate your usage (see section 2.6).

If you don't have a **Smart Meter** we'll send a meter reader to your **Property** to read your meter from time to time.

You can give us your meter readings at any time by going to [eonenergy.com/meterread](http://eonenergy.com/meterread) or call us on 0345 052 0000.

## 2.5 Using your meter readings to work out how much Energy you've used

We'll bill you in kilowatt hours (kWh).

Your gas meter measures your **Energy** usage in either cubic metres or cubic feet. How much **Energy** you get from that gas depends on a number of things, such as the quality of the gas and the pressure in your pipes. We will convert your meter reading into a kWh **Energy** value as required by the Gas Act 1986.

Your electricity meter already measures your **Energy** in kWh so we don't need to convert your meter reading.

## 2.6 When we use estimated reads

If:

- we don't have a recent meter reading around the time we are due to send you a bill or statement of account;
- the reading we have doesn't look correct; and/or
- we discover that your meter is faulty or has been damaged or tampered with;

we'll estimate how much you've used. Our estimate will be based on your previous meter readings, information you've told us or what we know about your **Property**.

If you disagree with our estimate, you should give us an accurate meter reading (see section 2.4).

## 2.7 Bills based on incorrect information

If, after we've sent you a bill or statement of account (including a final bill), we find out that it was based on inaccurate readings, or any other information we used to calculate the bill was incorrect, we will correct it on your next bill or statement of account or send you a new final bill.

# 3 Paying us

## 3.1 Payment methods

Some payment methods may not be available for some of our tariffs.

### *Monthly Direct Debit*

We will review the amount of your monthly Direct Debit payment at least once a year on your anniversary date, and we'll give you at least ten working days' notice of any changes to the amount or the date the amount will be taken. Go to [eonenergy.com/dsguarantee](http://eonenergy.com/dsguarantee) to find out more about paying by Direct Debit.

### *Prepayment*

Information about prepayment meters is available at [eonenergy.com/prepaymentquestions](http://eonenergy.com/prepaymentquestions), or call us on 0345 303 3040.

### *Other methods*

If you are not a prepayment customer and don't pay by monthly Direct Debit, we will send you bills every quarter, or as otherwise agreed. Payment is due when you receive your bill and no more than 14 days after it was sent to you, unless we agree a different regular payment method with you.

If you genuinely believe that an amount shown on your bill is not correct you should contact us straight away on 0345 052 0000. You must pay any amount you don't disagree with.

You can ask us to change your payment method at any time. We'll write and confirm the details of the changes to your **Contract** and tell you when the change will take place. If you want to change to a prepayment meter we'll tell you about the costs and give you a cooling off period in case you change your mind. If you change your mind after the cooling off period you will have to pay our reasonable costs of replacing the meter.

## 3.2 If you've agreed to pay by monthly Direct Debit and your payment fails or you switch to another payment method

When we set up your regular monthly Direct Debit payments, we'll agree a date with you to collect payments from your bank. If your bank refuses to pay us on the date agreed, we'll try and collect the payment again. If the payment

fails again, or if you tell us you no longer want to pay by monthly Direct Debit, we'll give you seven working days' notice that we will start sending you bills instead of statements of account which you will have to pay within 14 days. If we do this your standing charge will be increased by the amount shown in **Your Tariff Details**.

### 3.3 Green Deal charges

If you have a **Green Deal** (see section 5), your **Green Deal Charges** will be shown separately on your electricity bill or statement. Any payments you make to us will be split fairly between your **Green Deal Charges** and any other charges due from you.

### 3.4 How we allocate your payments

Except where you have a **Green Deal**, we'll use your payment to pay off your **Energy** charges first and then your non-**Energy** charges. In both cases we'll pay off the oldest charges first. If you have more than one account with us, we will decide which account to make the payment to, except where we've agreed a payment plan in respect of a specific account.

### 3.5 Credits on your account

If there is a credit on your account you can contact us on 0345 052 0000 with an up to date meter reading, and we will arrange a refund unless we reasonably believe it is not appropriate to do so.

### 3.6 What to do if you are having difficulty paying

You must call us on 0345 052 0000. We may be able to agree a payment plan with you and give you advice on how you may be able to reduce your **Energy** bills. If you do not contact us we will charge you our costs of recovering the money you owe.

### 3.7 If you don't pay your bill on time

If you don't pay us as agreed we may:

- change how often we send you a bill;
- apply charges which reflect our reasonable costs of recovering overdue amounts;
- move you to our standard variable tariff (E.ON EnergyPlan);
- ask you for a security deposit;
- install a prepayment meter (or if you have a **Smart Meter**, change its settings to prepayment) and move you to E.ON EnergyPlan for prepayment meters. This may mean you'll need to pay in advance, and you may have to pay more for the **Energy** you use. We will also set the amount of the charges on your meter to include an additional amount to recover any money you owe us for **Energy** and any charges for recovering the money you owe us – we'll write and tell you about this;
- require payment from any benefits you receive; and/or
- as a last resort, disconnect your **Energy** supply – see section 8.

We inform credit rating agencies about how you manage your account. If you do not pay us as agreed, it may affect your credit rating.

## 4 Electronic communications and online account management

### 4.1 Electronic communications

We won't send bills, annual statements, details of price changes or other important information to you electronically unless you've agreed to receive them that way.

We won't send you any marketing material electronically unless you have agreed that we can. You can tell us at any time if you want to stop receiving marketing material electronically.

### 4.2 Managing your account online

When you give us your email address we will set up an online account for you and send you a password. If you want to manage your account online, you need to follow the instructions we send you to register your account.

If you manage your account online:

- You must choose a valid username and password to access your account details.
- You must tell us if your email address, or any of your other details, change, or if you want to stop managing your account online. You can do this by logging on to your account, or by calling us on 0345 059 9905. If we regard your username as inflammatory, or if we think someone else is using it, we'll ask you to change it.
- Unless you tell us you want to receive paper bills (in which case you won't get a paperless billing discount, see section 2.3), you'll receive emails telling you when you can view your bills or statements of account online.
- You can choose to receive other communications electronically, including changes to your Direct Debit, renewal notices, price increase notifications and annual statements.
- We'll treat the things you ask us or tell us to do online as if you'd written to us, told us on the phone or emailed us. This is why you need to keep your username and password secret. If you think someone else knows it – or may know it – tell us immediately. If you don't do this, you'll be liable for any instructions they may give us in your name.

## 5. Green Deal

If you sign up to a **Green Deal** for your home, or move into a **Property** that has a **Green Deal**, you are responsible for payment of the **Green Deal Charges** due for that **Property**. We will bill and collect **Green Deal Charges** on behalf of your **Green Deal** provider through your usual method of payment. If you have an electricity prepayment meter, we will collect these charges through your meter. See section 3.3 for more details about how we collect your **Green Deal Charges**.

**Green Deal Charges** are not included in the prices we agree with you when you switch to us or switch to one of our other tariffs. We will write to you about your **Green Deal Charges** as soon as your **Green Deal** provider or your old supplier tells us what they are.

## 6 Moving out

If you're no longer responsible for the **Property**, you need to tell us or we'll continue charging you until someone else takes responsibility for the supply. You must provide us with a final meter reading and your new address so we can send you your final bill.

We will send your final bill within six weeks of us finding out that you have moved and you must pay it no more than 14 days after it was sent to you. We'll use the final reading if you've given us one, otherwise we'll have to rely on the new occupant's reading.

If you have a **Smart Meter**, you must leave the **Smart Energy Display** that goes with it in your old **Property**.

If you move out of a **Property** where **Green Deal Charges** are due, you will have to pay all **Green Deal Charges** due up until the date you move out in addition to any other charges due to that date. Any **Green Deal Charges** due after the date you move out will be charged to the new owner or tenant or, if the **Property** is empty, to the landlord.

If you are on a fixed term tariff and you are moving into another **Property** you may be able to take your tariff with you when you move. There must be at least 90 days left on your fixed tariff after your move and, for your electricity supply, your new home must be in the same electricity distribution area as your old home. Your current area will be shown on your bill or statement, or call us for advice on 0345 303 3020.

If we do not supply your new **Property** when you first move in, you may still be able to take your fixed term tariff with you providing we start to supply the **Property** within a reasonable amount of time.

## 7 Switching tariff or supplier

You can arrange a switch to another E.ON tariff or another supplier at any time, but on some tariffs you will need to pay an **Exit Fee** in certain circumstances – see section 14 to see if this applies to your tariff.

You can get impartial advice about switching your **Energy** supply from Consumer Focus. Their leaflet is available at [eonenergy.com/consumerguidance](http://eonenergy.com/consumerguidance).

If you switch supplier we'll take all reasonable steps to enable your switch to be completed within 21 days of receiving notification from your new supplier, which will normally be at the end of your cooling off period with them.

We can prevent you from switching if you owe us money. If you have a prepayment meter, you can switch supplier as long your debt is no more than £500 per fuel and you and your new supplier agree to your debt being switched with you.

If you have a **Smart Meter**, some of its functions may not work fully with your new supplier. Speak to us or your new supplier for more information.

Your new supplier will take over collecting any **Green Deal Charges** due at the **Property** from the time they start to supply you.

We will send you a final bill or statement within six weeks of switching.

## 8 Disconnection

### 8.1 When we can disconnect your supply

If you owe us money we may, as a last resort, disconnect your supply. Before we do this we'll take all reasonable steps to help you if you have difficulty paying your bills. We'll write and give you notice before we disconnect your supply. If you don't allow us access to the meter we may need to get a warrant. We'll charge you our reasonable costs to collect any money you owe us – see section 2.2.

We or the **Network Operator** can also disconnect your supply for safety reasons, or if we reasonably believe you have acted illegally. We will charge you our reasonable costs for disconnecting and reconnecting your supply - see section 2.2.

### 8.2 If you want us to disconnect your supply

If you want us to disconnect your supply temporarily (for example during building works) or if you no longer need a supply of **Energy** at the **Property** (for example where the **Property** is being demolished), you can go to [eonenergy.com/disconnections](http://eonenergy.com/disconnections) for information, or call us on 0333 202 4544.

## 9. Complaints

If we have failed to deliver the standard of service you expect from us, you can contact our Complaint Resolution Team to tell them about the problem:

- call us on 0345 300 6301;
- Email via our website: [eonenergy.com/contact](http://eonenergy.com/contact);
- Write to Customer Services Centre, E.ON, P O Box 7750, Nottingham NG1 6WR;
- Minicom 0800 056 6560 textphone suitable for deaf customers.

If you're still not satisfied you can contact the **Energy Ombudsman**. We'll write and let you know when you can take your complaint to them. The **Energy Ombudsman** is a free independent service to resolve complaints with **Energy** suppliers.

You can contact the **Energy Ombudsman** as follows:

- Call them on 0330 440 1624
- Email [enquiries@os-energy.org](mailto:enquiries@os-energy.org)

For independent advice about your rights as an **Energy** consumer, you can go to [adviceguide.org.uk](http://adviceguide.org.uk) or contact Citizens Advice consumer service on 08454 04 05 06.

If we change our complaints process we'll update the information on your bill or statement of account and on our website.

## 10 Your Energy supply and meter

### 10.1 Standards of service

Your **Energy** is delivered to your meter by your local **Network Operator**. Details of your local **Network Operator** are provided on your bill or statement.

We and your **Network Operator** aim to give you a high standard of service at all times but, despite all reasonable efforts, your **Energy** supply may be interrupted or of a lower quality due to circumstances outside our or their reasonable control. We'll send you information about the level of service you should expect and any compensation you may be eligible for if we don't meet those standards once a year, or you can go to [eonenergy.com/guaranteedstandards](http://eonenergy.com/guaranteedstandards) or call us on 0345 059 9905 and we'll send you a copy.

### 10.2 Electricity National terms of connection

We are acting on behalf of your electricity **Network Operator** to make an agreement with you. The agreement is that you and your electricity **Network Operator** both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this **Contract** and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your **Network Operator** delivers electricity to, or accepts electricity from, your **Property**.

If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF: phone 0207 706 5100 or visit the website at [connectionterms.co.uk](http://connectionterms.co.uk).

### 10.3 Emergencies

You need to tell us if you have a medical condition or disability. We will let your **Network Operator** know so that if there is an emergency they will, where possible, ensure you are not without essential heating and lighting.

In a gas emergency, we or your **Network Operator** may ask you to turn down gas equipment or stop using gas. You need to follow any instructions you receive at the time.

### 10.4 Meter faults and problems

If you think your meter is faulty you can ask us to test it. If it is not faulty you will be charged for the test. If we think your meter is faulty we will arrange to have it tested and we will pay for the test.

If your meter is found to be faulty, we will estimate how much **Energy** you have used until the fault is fixed.(see section 2.6).

### 10.5 Inspecting your meter

Whatever type of meter you have, we need to inspect it at least every two years, which will include taking a meter reading. We may charge you our costs if you don't allow us to have reasonable access to your meter, including any costs relating to getting a warrant.

### 10.6 Access to your meter

You have to allow your **Network Operator**, us or anyone we authorise to access your meter. If it isn't an emergency, this will be at reasonable times. We will take reasonable care while we are in your **Property**.

## 11. Our responsibilities



### 11.1 E.ON's responsibilities

We accept full legal responsibility for death or injury caused by us or our agents because of their negligence, or because we have acted fraudulently.

We are not liable for:

- any harm you experience that, when we agreed this **Contract**, we wouldn't have reasonably expected could happen;
- damage which is beyond our reasonable control however it was caused (including because of our negligence).

If the **Network Operator** causes you loss or damage, our responsibility will be limited to the amount we are entitled to recover from them on your behalf.

The maximum we or the **Network Operator(s)** will pay you in any calendar year (January to December) for any incident – or related series of incidents – is £1,000,000. This limit doesn't apply to death or personal injury.

### 11.2 Your responsibilities

You are responsible for all **Energy** used at the **Property** and payment to us in accordance with this **Contract**.

You must take reasonable care of the metering equipment at your **Property**, including protecting it from weather.

You are responsible for providing or replacing any meter box or other covering for the meter.

It's illegal and dangerous to interfere with our equipment or the **Network Operator's** equipment, for example to steal (or try to steal) **Energy**.

You must let us know immediately if you believe your meter is damaged or has been tampered with. If the damage was caused by you or because of your negligence, we will charge you for repairing or replacing your meter. We may prosecute anyone responsible for damaging or tampering with metering equipment.

If you have a **Smart Meter**, you must not allow anything to interfere with its ability to communicate with us.

## 12 Personal data

Our Fair Processing Policy gives you more information about how we use your personal data. You can see it at [eonenergy.com](http://eonenergy.com), or call us on 0333 202 4610 and we'll send you a copy.

### 12.1 Using personal data to manage your account

We will use personal data we hold about you (including data obtained from your **Smart Meter**) and data we obtain from other organisations, for example **Network Operators** and credit reference agencies, to manage your account.

If your **Contract** with us is with more than one named person we will hold personal data in a common record, including any information you tell us about any medical conditions or disabilities. You need to get the other named person's agreement before you give us information about them.

If you move house and move into another property we supply, we will link your personal data with the details for the **Energy** supply at your new address.

In addition to using your personal data to manage your account, we may use it:

- to assess whether you may have problems paying your bills, which we do by checking our own records and those held by our credit reference agencies. This includes using automated credit scoring systems;
- to provide you with tailored **Energy** efficiency advice;
- for research purposes.

We may monitor and record our conversations with you for security, for example as evidence you have entered into a **Contract** with us, and also for training purposes and to help improve the quality of our services. We won't record information such as credit or debit card details.

## 12.2 Sharing your data

We'll obtain information from different sources, including our partners, other organisations involved in servicing your account such as **Network Operators**, and information in the public domain. We will match this data with our own to help ensure the data we hold about you is accurate and up to date.

We'll share your personal data with:

- other people where you have authorised us to, or where they are named on your account;
- other suppliers where you wish to transfer your supply;
- credit reference agencies, in order to cross check your details;
- credit reference agencies, to inform them about how you manage your account and whether you have any outstanding debt. They may then share this data with others for credit checking purposes;
- social services or other agencies if we think you need additional support;
- other **Energy** suppliers, landlords or housing associations if we or another organisation suspects the **Property** is connected with fraud;
- debt collection agencies;
- organisations who are providing you with a service, for example to provide you with Green Deal, enable you to compare your energy consumption with similar homes, or offer you rewards;
- organisations who are carrying out research for us.

We will not share your personal data with social networking sites or other online media without your permission. If you share personal data with us or link your social media account with ours, we may use that data in accordance with this section 12. You are responsible for all personal data you share with us through social media.

Some of the organisations we share information with may be outside the European Economic Area. We'll make sure there is adequate protection for your data to the same standards we have in the United Kingdom.

## 12.3 Using your personal data for marketing purposes

We will not use your personal data to send you marketing materials if you have told us you do not want to receive this type of information. We will contact you in the ways that you have told us we can.

We won't share your personal data with other organisations, including those in the E.ON group, for marketing purposes unless you have told us we can.

You can tell us at any time that you want us to stop using your personal data for marketing purposes, and/or stop us from sharing your personal data with other organisations for marketing purposes. Contact us on 0345 059 9905.

## 12.4 Your rights

You can get a copy of the personal data that we hold about you. We may charge you a fee for this.

If you believe that any of the information we hold about you is inaccurate or out-of-date, you need to let us know as soon as possible so that we can bring our records up to date. To do this, or for more information, you can contact us 0345 059 9905.

If you have made a joint application or given us information about a spouse or partner, they have the same rights regarding their personal data under this **Contract** as you do.

## 13 Other terms

13.1 If we supply you in England or Wales, this **Contract** is governed by the laws of England and Wales. If we supply you in Scotland, this **Contract** is governed by Scottish law.

13.2 Nothing in your **Contract** affects any legal rights you have.

13.3 We may transfer this **Contract** to another company. If we do, it won't affect your rights to end the **Contract**. We will share your personal data with the new company to enable them to continue supplying you.

- 13.4 If your **Contract** with us is with more than one named person, you will all be responsible both together and individually for any money owed to us. If you haven't agreed a **Contract** with us (see section 1.3), you will be responsible if you use **Energy** at the **Property**, and you could be responsible if you are the owner, tenant or occupier of the **Property**, depending upon the circumstances.
- 13.5 If you decide to have your meter fitted or maintained by your own metering agent, or if you change the use of the **Property** to business premises, we will end this **Contract** and supply you on different terms. Contact us in advance and we will advise you what you need to do.
- 13.6 If a court of law decides that one or more of the terms in this **Contract** is not valid, the remaining terms and conditions will still apply.
- 13.7 Most of E.ON's telephone numbers start with 0333 or 0345, which means your calls will be charged at the local rate even where you contact us from your mobile phone. Most of our phone lines are available to take your calls Monday to Saturday 8am to 6pm. We may change our opening hours from time to time.

## 14 Terms and conditions for customers on Fixed 1 Year

### 14.1 About your prices

Your prices are shown in **Your Tariff Details**. These prices will stay the same until the **End Date** shown in **Your Tariff Details**, unless:

- you have agreed to pay by monthly Direct Debit but your payment fails (see section 3.2) or you stop paying by this method;
- you owe us money and we have told you we need to fit a prepayment meter (see section 3.7);
- we are required by law or regulation to make a change (e.g. a change to the rate of VAT); or
- we are instructed to charge you different prices by the government or Ofgem, our regulator.

E.ON Energy Fixed 1 Year is only available to customers with a standard credit meter or Economy 7 credit meter.

You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice. If you switch supplier before we send you your renewal notice we will charge you an **Exit Fee**, as shown in **Your Tariff Details**.

### 14.2 What happens at the End Date

You'll receive a renewal notice from us about 6 weeks before your **End Date** to remind you that your tariff is coming to an end.

Your renewal notice will tell you about the E.ON EnergyPlan prices and terms and conditions that you will be switched to after the **End Date** unless you agree a new tariff with us or another supplier. You can find details of our other tariffs by going to [eonenergy.com/services](http://eonenergy.com/services) or calling us on 0333 202 4608.

If:

- you switch to another E.ON tariff no more than 20 working days after your **End Date**; or
- you switch to another supplier, and:
  - your new supplier notifies us of your switch within 20 working days of your **End Date** (this will normally be after a cooling off period of up to 14 days); and
  - your switch is completed within three weeks of us receiving that notice;

we will keep you on your old E.ON Energy Fixed 1 Year prices and terms and conditions until your switch is complete.

If you owe us money when we receive notice from your new supplier about your switch, we may prevent you from switching. We will write and tell you about this, and give you 30 working days to pay the money you owe us. If you do this and your switch is completed within three weeks of paying your bill, we will continue to supply you on your old E.ON Energy Fixed 1 Year prices and terms and conditions until your switch is complete.

### 14.3 E.ON EnergyPlan

Once you have been switched to this tariff you will stay on it unless you agree a new tariff with us or another supplier. E.ON EnergyPlan does not have an **End Date**. You do not need to give us notice of leaving us and we will not charge an **Exit Fee**.

#### *Increasing our E.ON EnergyPlan prices or changing these terms and conditions to your disadvantage*

We will write and tell you at least 30 days before the changes are due to take effect. If you don't want to accept the changes you can arrange to switch to one of our other tariffs or to another supplier.

If:

- you switch to another E.ON tariff no more than 20 working days after the changes take effect; or
- you switch to another supplier, and:
  - your new supplier notifies us of your switch within 20 working days of the change taking effect (this will normally be after a cooling off period of up to 14 days); and
  - your switch is completed within three weeks of us receiving that notice;

we will keep you on your old E.ON EnergyPlan prices and terms and conditions until your switch is complete.

If you owe us money when we receive notice from your new supplier about your switch, we may prevent you from switching. We will write and tell you about this, and give you 30 working days to pay the money you owe us. If you do this and your switch is completed within four weeks of paying your bill, we will continue to supply you on your old E.ON EnergyPlan price and terms and conditions until your switch is complete.

### 14.4 E.ON Rewards

In this section, these terms have the meanings shown:

**Points Balance** means the total number of E.ON Rewards Points available for you to exchange for rewards.

**Reward Provider** means a third party who provides vouchers or other rewards as part of the E.ON Rewards scheme.

#### *How to opt in to E.ON Rewards*

You can join E.ON Rewards when you agree your **Contract** with us on an eligible tariff. If you are already on an eligible tariff you can log into your online account (if you have one) or call us on 0345 059 9905. You can also speak to an E.ON representative in one of our high street stores or if you see them in your local shopping centre.

#### *How to earn E.ON Reward Points*

Once you have opted in, for each day we supply you with electricity under this or any other eligible tariff, you will automatically receive E.ON Reward Points under our Customer Reward – see [eonenergy/rewards](#) for more information.

We may introduce new ways to earn E.ON Reward Points. We'll let you know about this.

#### *More about E.ON Reward Points*

Each month we will calculate the E.ON Reward Points you have earned and add them to your **Points Balance**. Each point will then have a life of two years; after that time the points will expire and will disappear from your **Points Balance**.

E.ON Reward Points have no monetary value. They cannot be exchanged for cash and are only valid for the named account holder; they cannot be transferred.

#### *How you will know how many E.ON Reward Points you have*

If you have any points in your **Points Balance** when we send your bill or statement, we'll tell you about them. You can also see how many points are in your **Points Balance** by logging in to your online account (if you have one) or calling us on 0345 059 9905.

#### *How you can exchange your points for rewards*

When you have collected enough E.ON Reward Points you will be able to exchange them for rewards. You can do this by logging in to your online account (if you have one) or calling us on 0345 059 9905. You can see details of the rewards available at [eonenergy/rewards](http://eonenergy/rewards).

When you exchange points for rewards, we'll use your oldest points first.

When you exchange your points we'll tell you when you can expect to receive your reward. If you don't receive your reward within the time stated, give us a call on 0345 059 9905.

If you receive your reward from a **Reward Provider** and you have any queries about using it or experience any problems with it, you should talk to the **Reward Provider** directly, using the contact details provided with your reward. We are not responsible for any goods or services provided by a **Rewards Provider**.

#### *If you move out*

If you tell us you are moving to another property supplied by E.ON we will arrange to transfer your **Points Balance** to your new home. If we do not supply your new property but tell us you are arranging to switch your supply to us on an eligible tariff, your **Points Balance** will be transferred to your new home once the switch is complete. Your points will continue to expire after two years, therefore when your switch is complete you may have less points in your **Points Balance** than you had before you moved.

#### *Leaving E.ON Rewards*

If you are no longer supplied by E.ON on an eligible tariff, or if you opt out of E.ON Rewards, you will no longer be able to earn E.ON Reward Points. If you are no longer supplied by E.ON for any fuel, we will update your **Points Balance** with all the points earned up until you left and round your points up to the nearest 100 E.ON Reward Points; this will be shown on your final bill. You will be able to exchange your points for rewards until all the points have expired.

#### *Changes to E.ON Rewards*

We may make changes to or withdraw E.ON Rewards at any time by giving you 30 days' notice.

### **14.5 Price Alert**

If you have opted into Price Alert and we launch a new version of this tariff, we will notify you within 10 working days. You may receive alerts via email, text or your online app on your mobile device.

Price Alert is only available if you manage your account online. To join, log into your account and select Price Alert. On the **End Date** you will be opted out of Price Alert unless you agree a new **Contract** with us on a tariff that is eligible for Price Alert.

To receive price alerts you must provide us with a valid email address and/or mobile telephone number.

You can opt out of Price Alert by logging on to your online account.

We may withdraw Price Alert at any time.