

E.ON MSM Exclusive Fixed 2 Year July 2016 Terms and Conditions

Definitions

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

Confirmation Letter means the letter we send you to confirm details of your **Deemed Contract** or the **Contract** you have agreed with us, or details of the new tariff you have agreed with us. It also means the letter we send to remind you your fixed term tariff is due to end.

Contract means the agreement between you and us for the supply of **Energy** to the **Property**. Section 1.2 explains what is included in your **Contract**.

Deemed Contract means the terms and conditions that apply where you use **Energy** at the **Property** but we have not agreed a **Contract** with you, or your **Contract** has been terminated.

End Date means the date on which your tariff is due to end, as shown in your **Confirmation Letter**. If you are on our E.ON EnergyPlan tariff or have a **Deemed Contract** your tariff does not have an **End Date**.

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**.

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**.

Prepayment means a payment method where you do not have a **Smart Meter** and you pay for your energy in advance through a prepayment meter.

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 **Energy** usage and estimated costs.

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

Smart Pay As You Go or Smart PAYG means a payment method using a **Smart PAYG Meter** and where you pay for your energy in advance.

Smart PAYG Meter means a **Smart Meter** with a prepayment mode available, and with which we are capable of communicating remotely.

Welcome Letter means the letter we send you to confirm your agreement to switch to **Smart Pay As You Go**, which explains the changes to your **Contract** with us and confirms your meter change appointment.

1. About your Contract

1.1 Who is this Contract with?

Your **Contract**, or **Deemed Contract**, is between:

- you, the person or persons (individually and together) responsible for the **Energy** we supply to the **Property**; and
- us, E.ON Energy Solutions Limited.

1.2 Which terms apply to your Contract?

If you've:

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

you will be supplied under a **Deemed Contract** as soon as you start to use **Energy** at the **Property**. Your **Deemed Contract** will continue until you agree a **Contract** with us. These general terms and conditions apply together with the additional terms and conditions for our E.ON EnergyPlan tariff (section 14) and our E.ON EnergyPlan prices (go to eonenergy.com/ourstandardprices or call 0333 202 4608). These make up your entire agreement with us.

If you've agreed a **Contract** with us, these general terms and conditions will apply together with the additional terms and conditions for your current tariff (section 14) and the section labelled 'Your tariff' in your latest **Contract Confirmation Letter**. These make up your entire agreement with us.

2. Your Contract and your Tariff

2.1 If you become responsible for a Property we already supply

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 other tariffs we have which may be better for you (go to eonenergy.com/services or call 0333 202 4608).

If you move into a **Property** with a prepayment meter and there is no credit or emergency credit on the meter, you may not have a supply of **Energy**. You will need to contact us on 0345 303 3040.

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.

2.2 Switching to us

When you switch to us from another supplier, you have at least 14 days from the day you agree this **Contract** to change your mind – this is the cooling off period. We'll tell you when your cooling off period ends in your **Confirmation Letter**. If you do change your mind, contact us using the contact details we provide and we'll arrange to stop your switch.

We'll 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 change from **Prepayment** to another payment method. If you refuse permission for this we won't agree to the change.

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 (see eonenergy.com/fairprocessing, or call us on 0345 301 4905 for more information).

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 pay by **Prepayment** which will mean having your meter changed and will restrict the tariffs we can offer you.

Your switch should be completed in no more than 21 days 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.

2.3 Which tariff are you on?

If you are in a **Deemed Contract**, your tariff will always be E.ON EnergyPlan, which is a variable price tariff. Your prices can change at any time.

When you agree a **Contract** with us we'll also agree a tariff with you. We'll send you a **Confirmation Letter** with all the details about your tariff. See the additional terms and conditions for your current tariff (section 14) for more information.

While you are in a **Contract** with us you may switch supplier or tariff at any time. If you are on a fixed price tariff and you switch supplier before the **End Date**, we may charge you an **Exit Fee** – your **Confirmation Letter** will tell you about this.

For more information about our tariffs, go to eonenergy.com/services or call 0333 202 4608.

2.4 Ending your Contract

Your **Contract** will end when your switch to another supplier is complete or your supply is permanently disconnected.

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 for a supply of **Energy** will end. Your new supplier will contact you if this happens.

3. Your supply

3.1 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. At least once a year 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 or you can go to eonenergy.com/guaranteedstandards or call 0345 059 9905.

3.2 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.

3.3 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.

With effect from 1 October 2015, if your gas supply is disconnected as a result of a "**Gas Deficit Emergency**" you may be eligible for a one-off payment calculated in accordance with the Uniform Network Code (the rules governing the transportation and supply of gas). We will apply the payment to your account as soon practicable after we receive a notice from the gas transmission grid operator to pay it.

A **Gas Deficit Emergency** is a gas emergency declared by the gas network emergency co-ordinator for Great Britain as a result of insufficient gas being delivered to the gas network.

3.4 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.

3.5 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.

3.6 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**.

4. Green Deal

If you sign up to a **Green Deal** for your home, or take on responsibility for 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 your payment method is **Prepayment** we will collect these charges through your meter.

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.

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.

5 Working out what you have to pay

5.1 Your Energy charges

Your **Energy** charges are based on the standing charge and unit rates for your tariff and the amount of energy you use, less any discounts you are eligible for, plus VAT. In some cases additional charges may apply – see section 5.4.

5.2 Working 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. 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 move to another E.ON tariff or you move house. 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 you have a normal credit meter we'll send a meter reader to your **Property** to read your meter from time to time, or you can provide us with meter reads (eonenergy.com/meterread or call 0345 052 0000).

5.3 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; or
- the reading we have doesn't appear to be 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 reads or, if we don't have any meter reads, average **Energy** usage for a similar property.

If you disagree with our estimate you can provide us with meter reads (eonenergy.com/meterread or call 0345 052 0000).

5.4 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 your **Confirmation Letter** 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**.

For more information about additional charges go to eonenergy.com/additionalcharges or call 0345 301 4905.

5.5 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 your payment method is **Smart Pay As You Go**, your discounts will be included in the standing charge we apply to your meter each day.

If your payment method is **Prepayment** your discounts will be paid either by voucher or cheque. If the amount owing to you is less than £1, we will carry the amount over to your next statement. If there is an amount of less than £1 owing to you on your final bill, you will need to call us on 0345 303 3040 to request a cheque and confirm where we should send it to.

5.6 Sending you a revised bill or statement of account

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 or incorrect readings;
- the information we had about your meter was incorrect; and/or
- your meter was not correctly calculating your usage;

we will send you a new bill or statement of account or send you a new final bill.

6 Paying us

6.1 Paying in advance

If you pay by **Prepayment** or **Smart Pay As You Go**, you will need to keep your meter topped up to ensure you continue to have a supply of **Energy**.

Prepayment

If we agree to fit a prepayment meter at your **Property** at your request we may charge you our reasonable costs. We will send you a statement of account at least once a year. Go to eonenergy.com/prepaymentquestions or call 0345 303 3040.

Smart Pay As You Go

If we agree a payment method of **Smart Pay As You Go** with you we will need to fit a **Smart PAYG Meter** unless you already have one. You will not have to pay to have a **Smart PAYG Meter** fitted, however if your current meter is not easy for you to get to you will need to arrange for it to be moved and you will have to pay for this.

You have 14 days from the day you agree to switch to **Smart Pay As You Go** to change your mind. If you do change your mind, call the number in your **Welcome Letter** to tell us and we'll move you back to your previous payment method. If we've already fitted your **Smart PAYG Meter** we may need to change your meter back to do this.

We will agree a date with you to fit your **Smart PAYG Meter** and send you a **Welcome Letter**. If, when we come to fit your meter, we find your **Property** is not suitable for a **Smart PAYG Meter** or for **Smart Pay As You Go** we will cancel the changes we agreed as shown in your **Welcome Letter** and switch you back to your previous payment method. If you currently have a prepayment meter and have agreed a fixed term tariff with us we will also need to move you back to your old tariff. We will write to you confirming this within 14 days.

The standing charge for **Smart Pay As You Go** is lower than it is for most other payment methods. If you change to another payment method, or we have to move you back to your previous payment method, your standing charge may increase. Your **Confirmation Letter** or **Welcome Letter** will tell you more about this.

After we have fitted your **Smart PAYG Meter**, you will be sent a final bill or statement of account for your previous payment method. You must pay any amount outstanding within 14 days unless we have agreed a payment plan with you. If the amount remains outstanding after 28 days we will collect it from your **Smart PAYG Meter** in daily instalments at around midnight each day. We will write and confirm this and tell you how much we will collect before we take the first instalment.

You can top up your **Smart PAYG Meter** in various ways: your **Welcome Pack** will provide full information. If you top up at a retail outlet you will be provided with a voucher code on your receipt. You need to contact us, either online or by telephone, to give us this code so we can top up your meter. You must keep your voucher code safe until you do this; if you lose it we will not be able to top up your meter and the code cannot be reissued; it will be the same as if you lost cash.

If we cannot communicate with your **Smart PAYG Meter** this means that messages, including payments, may not be able to be sent to the meter. If you have provided an email address or mobile phone number we will provide

you with a code to enter into your **Smart PAYG Meter** to top it up. You can also call the number in your **Welcome Letter** to request the code.

Where possible we will send you alerts, for example to warn you that the credit on your meter is low. These alerts can be sent to your mobile phone if you have provided us with a number or by email if you have provided an email address. You can opt into or out of alerts at any time. You need to tell us if you change your contact details.

If you do not top up to meet your **Energy** needs, your **Smart PAYG Meter(s)** will automatically disconnect when your balance reaches zero. Further information is available at eonenergy.com/payg-help

If your electricity meter has disconnected you can activate the emergency credit by pressing a button on your meter or you can top up to bring your account back into credit. You may need to press a button on your meter before your supply can be restarted.

If your gas meter has disconnected you can activate the emergency credit by pressing a button on your meter or you can top up to bring your account back into credit. You will need to press a button on your meter to restart your supply.

We will review the amount you owe us each month against the amount you have paid. We may need to adjust the amount owing on your meter if these amounts don't match. This could be because the calorific value of the gas you were supplied with is different from what we expected. For more information go to eonenergy.com/payg-help, or call one of our advisors. We will send you a statement of account each year.

6.2 Paying by fixed monthly Direct Debit

If you agree to pay by fixed monthly Direct Debit we will agree your initial Direct Debit with you and confirm this in writing. We may need to change this from time to time if your prices change or you use more or less **Energy**.

We will review the amount of your fixed 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.

We will send you statements of account at least once every six months. You can contact us at any time to arrange to receive statements quarterly. Call us on 0345 052 0000.

When we set up your fixed 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 to collect the payment again. If the payment fails again, or if you tell us you no longer want to pay by fixed monthly Direct Debit, we'll give you nine 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 **Confirmation Letter**.

6.3 Other methods

For all other payment methods we will send you bills at least once every quarter. 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. You must pay any amount that is not genuinely disputed.

6.4 Changing your payment method

You can ask us to change your payment method at any time. If we agree we'll write and confirm the details of the changes to your **Contract** and tell you when the change will take place. In some cases changing to a different payment method may mean an increase to your standing charge - see your latest **Confirmation Letter** for details.

If you want to change to **Prepayment** we'll tell you about the costs and give you a cooling off period of 14 days in case you change your mind. If, after the cooling off period ends, you decide you want to switch back to a credit meter, you will have to pay our reasonable costs. If you change to **Prepayment** the tariffs available to you will be limited.

If you want to change from **Smart Pay As You Go** to any other payment method we'll need to check your credit rating. If you refuse permission for this we won't agree to the change. See section 2.2 for more information about credit checking.

6.5 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.

6.6 Credits on your account

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

6.7 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.

6.8 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;
- require you to pay for your energy in advance. If you have a **Smart PAYG Meter**, we will change it to prepayment mode and change your payment method to **Smart Pay-As-You-Go**; otherwise we will install a prepayment meter, change your payment method to **Prepayment** and, if you are on a fixed price tariff, move you to E.ON EnergyPlan which means 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 9).

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.

7 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. If you have a **Smart Meter** we will take a remote reading and clear your personal data from the meter and the **Smart Energy Display**. You must leave the **Smart Energy Display** in your old **Property**.

We will send your final bill within six weeks of moving or 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 use the new occupant's reading or our reasonable estimate.

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.

8 Switching tariff or supplier

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.

We can prevent you from switching if you owe us money. If your payment method is **Prepayment** or **Smart Pay As you Go**, you can switch supplier as long your debt is no more than £500 per fuel. Both you and your new supplier will need to agree to your debt being moved.

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. If your payment method is **Smart Pay As You Go** we'll set your meter to credit mode (paying in arrears rather than in advance). We will clear the settings held on your meter and **Smart Energy Display** at around midnight on the day your switch is complete.

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 use reasonable steps to send you a final bill or statement within six weeks of switching.

You can get free, impartial advice about switching your **Energy** supply from Citizen's Advice customer service (citizensadvice.org.uk/energy or call 03454 04 05 06).

9 Disconnection

9.1 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 have a **Smart Meter**, we may disconnect your supply remotely.

For other meter types, 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.

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.

9.2 If you want us to disconnect your supply

You can ask 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) (go to eonenergy.com/disconnections or call 0333 202 4544).

9.3 If you pay by Prepayment

If you pay by **Prepayment** your supply will disconnect automatically if there is no credit on your meter.

10. Complaints

If we have failed to deliver the standard of service you expect from us, you can contact us:

- call us on 0333 202 4606 if you have a general complaint;
- call us on 0345 366 5973 if your complaint is about a smart meter;
- call us on 0345 303 3020 if you have a moving home complaint;
- call us on 0345 303 3040 if you're a prepayment customer and have a complaint;
- Email via our website: 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.

Our customer care team are trained to resolve most things straight away. If they can't they'll connect you with our Resolution Team. We aim to resolve complaints within two working days. If you're not satisfied with our response, you can ask for a review of your case. We'll look into how we've handled it and decide whether we should do anything differently.

If we've not resolved your complaint within eight weeks or we've sent you a deadlock letter you can contact the **Energy Ombudsman**, 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

Their decision is legally binding on us, but not on you.

You can also get free, independent advice from Citizens Advice to 'Know your rights' as an **Energy** consumer. They can advise you on how to get a better deal, make a complaint, get advice about the quality of your **Energy** supply or ask for help if you're struggling to pay your bills. Go to citizensadvice.org.uk/energy or call 03454 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.

11. Responsibilities

11.1 E.ON's responsibilities

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.

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 or any other liability which may not be limited by law.

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 privacy policy gives you more information about how we use your personal data. You can see it at eonenergy.com/privacy, 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 may share your personal data with:

- electricity **Network Operators**, so that when there is a power cut or emergency they can keep you informed about restoring your supply;
- 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, market regulators and consumer protection organisations.

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 equivalent 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.

13.5 If you decide to have your meter fitted or maintained by your own metering agent (who must be accredited in accordance with the law), 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 E.ON is a mandatory Feed-in Tariff (FIT) supplier. This means that if you have a FIT installation accredited by Ofgem, we will make FIT payments to you in accordance with the Feed-in Tariffs Order 2012 as amended and our electricity supply licence.

13.8 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 E.ON MSM Exclusive Fixed 2 Year July 2016

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 6.2) 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 6.8);
- 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 MSM Exclusive Fixed 2 Year July 2016 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 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:
 - o 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
 - o your switch is completed within three weeks of us receiving that notice;

we will keep you on your E.ON MSM Exclusive Fixed 2 Year July 2016 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 MSM Exclusive Fixed 2 Year July 2016 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:
 - o 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
 - o 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](#).

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.