

E.ON general terms and conditions of supply for domestic customers

Definitions of all the words in bold are at the end of the document.

1. About your **contract**

1.1 Your **contract** is between:

- you, the person (or people) responsible for the **energy** we supply to the **property**
- us, E.ON Energy Solutions Limited.

If your **contract** names more than one person, you'll all be responsible – as individuals and together – for paying your bills.

1.2 Which terms apply to your contract?

It depends on whether you've agreed a **contract** with us.

*If you haven't agreed a **contract** with us*

If you haven't agreed a **contract** with us or your **contract** has ended and you are using **energy** supplied by us, we call it a **deemed contract**.

You could be on a **deemed contract** if, for example, you've moved into a **property** where we already supply the **energy**, or you've taken responsibility for the **energy** there from someone else.

You're still covered by these general terms (sections 1-12), plus:

- the extra terms for our E.ON EnergyPlan tariff section 13 of the E.ON EnergyPlan terms and conditions.
- our E.ON EnergyPlan prices (go to eonenergy.com/ourstandardprices or call 0333 202 4608)

These things make up your whole **deemed contract** with us.

*After you agree a **contract***

You're covered by these general terms (sections 1-12), plus:

- the extra terms for your tariff (section 13 of the appropriate terms and conditions)
- the 'your tariff' section of your latest **confirmation letter**.

These things make up your whole agreement with us.

1.3 Which laws apply to your **contract**?

For properties in England and Wales, the laws of England and Wales apply to this **contract**. For properties in Scotland, the laws of Scotland apply.

Nothing in this **contract** affects your legal rights.

If a court decides that one or more of the terms in this **contract** isn't valid, the others still apply.

1.4 Transferring the **contract**

We might transfer this **contract** to another company. If we do, it won't affect your rights to end the **contract**. We'll share your personal data with the company, so they can carry on supplying your **energy**.

2. About your **contract** and tariff

2.1 Becoming responsible for the **energy** at a **property** we supply

Get in touch with us as soon as you can to tell us you're now responsible for the **energy** at the property. Then we'll be able to bill you accurately. We'll also be able to tell you about tariffs that might suit you better. (Go to eonenergy.com/services or call 0345 052 0000).

If you move into a **property** with a **prepayment meter** or **smart meter** operating in **Smart Pay As You Go** mode with no credit or emergency credit, you may not be able to get any **energy**. Call us on 0345 366 5976.

If you're a landlord and your tenant has moved out and no one else has moved in, we'll charge you for any **energy** used and any other energy-related costs while the **property** is empty.

2.2 Switching to us

Changing your mind

When you switch to us from another supplier, you've got 14 days from when you agree the **contract** to change your mind – the cooling off period. Your **confirmation letter** will tell you when it ends.

If you do change your mind, tell us before the end of the cooling-off period using the contact details in the letter and we'll stop your switch.

Checking your credit rating

We'll check your credit rating to see if you might have problems paying your bills on time, unless you'll be paying by **prepayment**. If you don't want us to do a credit check we'll only agree a **contract** with you if you agree to conditions that reassure us you'll be able to pay your bills. If you don't keep to those conditions we can change you to monthly billing at any time.

We'll also check your credit rating if you want to change from **prepayment** or **Smart Pay As You Go** to another way of paying. If you don't give us permission to do that, we won't agree to the change.

When we do a credit check, we'll use our own records (if you already get **energy** from us, or have done in the last 12 months), and get information about you from

a credit reference agency. For more about this, go to **eonenergy.com/personaldata**, or call us on 0345 301 4905.

Depending on what the credit check says, we might ask you to:

- * pay in a particular way, for instance by fixed monthly Direct Debit
- * pay a security deposit
- * pay by **prepayment** or **Smart Pay As You Go**. To do this we might have to change your meter, and your choice of tariffs may be restricted. You may not be eligible for discounts.

If you don't keep to these conditions, we can change you to monthly billing at anytime.

Making your switch happen

It should take no more than 21 days to switch you over to us, unless:

- you've agreed a later date with us
- your old supplier won't let you switch (because you owe them money, for instance)
- we've had trouble getting the information we need, despite taking all reasonable steps to get in touch with you
- things happen which we can't control.

2.3 Which tariff are you on?

When you agree a **contract** with us, we'll agree a tariff with you at the same time. Then we'll send a **confirmation letter** with all the details. The extra terms covering the tariff you're on will be in section 13 of your terms and conditions.

If you're in a **deemed contract**, you'll be on the E.ON EnergyPlan tariff. It's a variable price tariff, which means the prices can go up or down at any time, this is a continuous contract with no **end date**.

While you're in a **contract** with us, you can switch to another tariff (or supplier) whenever you like. But if your tariff has an **end date** and you switch supplier before that date, we might charge you an **exit fee**. Your **confirmation letter** will tell you about this.

For more about our tariffs, go to eonenergy.com/services or call 0345 052 0000.

2.4 How we'll contact you

We won't send bills, annual summaries, details of price changes or renewal notices to you by email unless you've told us you want them that way.

If you've given us an email address or mobile telephone number we may email or text you to manage your account, for example requesting meter reads or provide you with useful information. We may also send you messages by social media if you've provided us with these details.

If you use the E.ON app we may send you notifications on your mobile phone.

If you change your email address, social media account or mobile phone number you need to let us know straight away to make sure you still receive messages from us.

2.5 Managing your account online

Managing your account online includes all functions you can complete on the website in relation to your account whether logged in or not.

If you give us your email address we may send you an email to let you know how to activate an online account, if you want one. By activating your online account you'll automatically be able to view your bills and statements online, access our Energy Toolkit where you can compare your usage and complete other tasks. Unless you are on a tariff where you have to have paperless billing you can still choose to receive a paper bill or statement, although this may affect the discounts you get. Just go to your online account.

By using your online account you are authorising us to carry out all instructions you give us through that account.

You are responsible for keeping your online password a secret. You must let us know immediately if you think someone is using your online account fraudulently.

Your online account or our online services may be unavailable sometimes for maintenance purposes or due to circumstances beyond our control. We'll take all reasonable steps to get our systems working again as soon as possible.

2.6 Ending your **contract**

Your **contract** will end when you switch to another supplier, someone else takes responsibility for the **energy** at the **property** or we disconnect the **energy** service to your **property**.

Though it's very rare, our regulator Ofgem might arrange for another supplier to take over the supply of **energy** to your **property**. If that happens, your **contract** with us would end. Your new supplier would get in touch about this.

We can end this **contract** and supply your **energy** under new terms if:

- you decide to have your meter fitted by your own meter agent (who must be accredited in line with the law)
- you start using the **property** as business premises.

If either of these apply to you, call us in advance and we'll explain what you need to do.

3. About the **energy** we supply to you

3.1 Standards of service

Your local **network operator** delivers **energy** to your meter, you can call them on 105. You'll find details about them on your bill or statement.

Things might happen that neither of us can control, and that mean your service could suffer. For instance, your electricity or gas might be of lower quality than usual.

You can find information about the kind of service you should expect and any compensation you qualify for if we don't come up to standard at eonenergy.com/guaranteedstandards or call 0345 059 9905 if you'd like us to send you a copy.

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

If you or anyone living in your **property** has a medical condition or a disability, let us know. We'll tell your **network operator**, so they can try to ensure you still have the use of any essential equipment if there is a loss of supply or an emergency.

In a gas emergency, we or your **network operator** might ask you turn down gas appliances or stop using gas altogether. You'll need to follow any instructions we give you at the time of the emergency.

If your gas is turned off because not enough gas is available in the country's network or part of it (a 'gas deficit emergency'), you might qualify for a one-off payment worked out in line with the Uniform Network Code (the **energy** industry rules for transporting and supplying gas). We'll add the payment to your account as soon as the gas transmission grid operator tell us we should.

The gas network emergency co-ordinator for Great Britain is responsible for declaring a gas deficit emergency.

3.4 Meter faults and problems

If you think your meter is faulty, call us on 0345 052 0000 so we can arrange to test it. You'll need to pay for the test, but if the meter does turn out to be faulty,

we'll refund you. Until we've fixed the fault, we'll estimate how much **energy** you use.

3.5 Getting access to your meter

You have to let your **network operator**, us or anyone we authorise to have access to your meter at any time. Unless it's an emergency or we've agreed a time with you, this will be in normal working hours. We'll also take as much care as we can while we're in your **property**.

Whatever kind of meter you've got, we need to inspect it regularly, to make sure it's safe and working properly, based on our risk assessment.

If you don't let us have access to your meter, we can charge you our costs – including what it costs us to get a warrant, if we need one.

4. **Green Deal**

If you're on a **Green Deal**, you're responsible for paying the **Green Deal charges** for the **property**. We'll bill and collect **Green Deal charges** for your **Green Deal** provider through your usual payments. If you pay by **prepayment** we'll collect the charges through your meter.

Green Deal charges aren't included in the prices we agree with you when you switch to us or switch to a different tariff. We'll write to you about your **Green Deal charges** as soon as your **Green Deal** provider or your old supplier tell us what they are.

We'll show **Green Deal charges** separately on your electricity bill or statement. Whenever you pay us, we'll split the money in proportion to what you owe for your **Green Deal charges** and any other charges you owe us.

5. Working out what you have to pay

5.1 Your **energy** charges

Your **energy** charges are based on the standing charge (where applicable) unit rates for your tariff and the amount of **energy** you use; less any discounts you are eligible for (see 5.4), plus VAT. In some cases, we might also have to charge you for:

- leaving your **contract** – see your **confirmation letter** to see if there's an **exit fee** for your tariff
- replacing **prepayment** meter cards/keys, payment cards or sending copies of documents like bills or statements
- charges related to late payment of bills (including fitting a meter to allow you to pay in advance) or for recovering money you owe us
- disconnecting or reconnecting your **energy** when you ask us to

- removing, inspecting (not just reading), installing, re-installing, testing (see 3.4) or repairing a meter
- moving the meter to somewhere else in the **property**
- connecting to your local **energy** network
- any costs from us having to get into your **property** or disconnect your supply
- **Green Deal** charges
- any charges required by law or which our regulator says we have to collect from you.

To find out more about extra charges, go to eonenergy.com/additionalcharges or call 0345 301 4905.

5.2 Working out how much **energy** you've used

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

Your gas meter measures how much gas you use in either cubic metres or cubic feet. How much **energy** you get from that gas depends on various things, like the quality of the gas and the pressure in your pipes. We convert the meter reading into kilowatt hours (kWh), in line with the Gas Act 1986.

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

We need readings from your meters to work out how much **energy** you've used.

Smart meters

If we've installed a **smart meter** at your **property**, we should be able to read it remotely. In some circumstances we may be able to read your **smart meter** remotely if it was installed by another supplier.

Smart meters record your **energy** use up to every 30 minutes and retain that information for up to 24 months. However we'll only take information from your **smart meter** once a month, when we'll collect data for each day of that month, unless:

- you've agreed we can take your usage data more frequently
- you've told us you only want us to take a monthly reading.

We'll also aim to read your **smart meter** remotely when:

- your prices change
- you move to another of our tariffs
- you move house
- you ask us to.

If you switch to another supplier, we might read your **smart meter** remotely and send the reading to the new supplier, if we've agreed that with them.

Other meters

If you don't have a **smart meter** or we are unable to read your **smart meter**, or your **smart meter** was installed by another supplier, we may need to send a meter reader to read it from time to time. Or you can give us readings yourself on eonenergy.com/meter-read or 0345 052 0000.

5.3 Using estimated readings

We'll have to estimate how much **energy** you've used if:

- we don't have a recent meter reading around the time we're due to send you a bill or statement
- the reading we have doesn't seem to be right
- we find out your meter is faulty, or it's been damaged or tampered with.

We'll base our estimate on your previous readings. If we haven't got any readings, we'll base the estimate on the average amount of **energy** a similar **property** uses.

If you don't agree with our estimate, you can give us meter readings at eonenergy.com/meter-read or on 0345 052 0000.

5.4 Discounts

You may get a discount off your **energy** bills in certain circumstances and on certain tariffs. Your **confirmation letters** will show you what discounts you are getting or you can see information about discounts available with our tariffs at eonenergy.com/services or call 0345 052 0000.

5.5 Revised bills or statements

We may send you a revised bill or statement (or final bill) if we find out:

- we used inaccurate meter readings
- we had the wrong information about your meter
- your meter was wrongly working out how much **energy** you were using.

5.6 FIT payments

We're a mandatory Feed-in Tariff (FIT) supplier. If you've got a FIT installation accredited by Ofgem or the Micro Certification Scheme (MCS), and you get your electricity from us or from a non-mandatory FIT supplier at the time you apply for FIT payments, we can make those FIT payments to you. These will be in line with the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence. You can apply at www.eonenergy.com/aboutfit

6. Paying us

6.1 Paying in advance

If you pay by **prepayment** or **Smart Pay As You Go**, you'll need to keep your meter topped up to make sure you keep getting **energy**. If you pay by either of these ways, we'll send you a statement once a year.

Prepayment

For more on **prepayment**, go to www.eonenergy.com/prepaymentquestions or call 0345 303 3040.

Smart Pay As You Go

To pay by **Smart Pay As You Go**, we'll need to fit a **smart meter** if you haven't already got one. You won't have to pay us for that, unless your current meter is hard to get to and we need to move it.

We'll agree a date with you to come and fit your **smart meter**. If we find your **property** isn't suitable for a **smart meter**, or for **Smart Pay As You Go**, you'll stay on your current payment method.

After we've fitted your **smart meter**, we'll send you a final bill or statement for your old way of paying. You'll have 14 days to pay anything you owe us, unless we've agreed a payment plan with you. If you still owe us money after 28 days, we'll collect it from your **smart meter** in daily instalments. Before we take the first one, we'll write to tell you, and say how much we'll be collecting.

Changing your mind

After you switch to **Smart Pay As You Go** you'll have 14 days to change your mind. If you do, call us on the number in your **welcome letter** and we'll move you back to your old way of paying. If we've already fitted your **smart meter** we might need to change it back.

Topping up at a shop – keep your voucher code safe

If you top up at a Post Office or shop, you'll get a voucher code on your receipt. You'll need to give us this code, either online or by using our automated telephone service, so we can top up your meter. If you lose the code before giving it to us, we won't be able to top up your meter, and we won't be able to give you another. It will be as if you'd lost cash, so keep it safe.

When we can't send messages to your meter

If we lose our connection to your **smart meter** we might not be able to send messages, including payments if you pay by **Smart Pay As You Go**. If that happens we may be able to email or text you a code to top it up yourself. Just call 0345 366 5995.

Our systems may be unavailable sometimes for maintenance purposes or due to circumstances beyond our control and this may mean we can't provide you with a code. We'll take all reasonable steps to get our systems working again as soon as possible.

When credit runs out

We can send text or email alerts to tell you when credit on your meter is low. Make sure we've got your current email or mobile details if you want these alerts. You can opt in or out of them whenever you like.

Every month, we'll check you have paid the right amount for the **energy** you've used. Sometimes the amount your meter says you owe is wrong. This might happen because the calorific value of the gas you've had is different to what we expected, so it produces a different amount of **energy**. You will see details of these changes on your statement. For more about this, go to eonenergy.com/payg-help or call us on 0345 366 5995.

For more about this go to eonenergy.com/payg-help

6.2 Paying by fixed monthly Direct Debit

If you want to pay by fixed monthly Direct Debit, we'll agree a monthly amount with you and confirm it in writing. We might need to change the amount if prices change or if you use more or less **energy** than the amount covers.

We'll check the monthly amount you're paying quarterly and may make changes twice a year (on your anniversary date and six months before your anniversary date) if necessary and we'll tell you at least 10 working days in advance if we need to change the amount or the date when we take your payment. We'll send you a statement quarterly, or in some cases every six months. If you'd like them quarterly, call us on 0345 052 0000.

When we set up your fixed monthly Direct Debit, we'll agree a date to take payments from your bank account. If your bank refuses to pay us on the date we've agreed, we'll try again. If your bank still won't pay us, or if you tell us you don't want to pay by fixed monthly Direct Debit, we'll give you nine days' notice that we'll start sending you bills instead of statements. You'll have to pay these within 14 days. If we do this, we'll also have to put up your standing charge to the amount we've set out in your **confirmation letter**.

If the Direct Debit payment due date falls at a weekend or on a bank holiday we will take your payment on the next working day. We won't take payment early unless we have notified you 10 days in advance.

6.3 Other ways of paying

If you pay in any other way, for example by cheque, you'll get bills at least once a quarter. Payment is due when you get the bill, and no more than 14 days after we sent it, unless we agree a different plan with you.

You must pay the amount on your bill unless you have a genuine reason to think it's wrong. In that case, you need to get in touch with us straightaway.

6.4 Changing the way you pay

You can ask us to change the way you pay whenever you like. If we agree, we'll confirm the changes to your **contract** telling you when they start. With some

payment methods, your standing charge may change. Your latest **confirmation letter** has more details.

If you want to change to **prepayment** or **Smart Pay As You Go**, we'll tell you about any costs and give you a 14 day cooling off period. We'll also tell you whether we need to put you on a different tariff. After the cooling off period ends, if you decide you want to change back to your previous payment method we may charge you any costs we incur.

If you want to change from **prepayment** or **Smart Pay As You Go** to another way of paying, you'll need to let us check your credit rating. For more about credit checking, see section 2.2.

6.5 What we do with your payments

Except for your **Green Deal charges** (see section 4), we'll use any money you pay us to pay off your **energy** charges, then your non-**energy** charges. In both cases, we'll pay off the oldest charges first. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

6.6 Credits on your account

If there's a credit on your account, give us an up-to-date meter reading, and we'll decide if you're due a refund. If we decide you're not due a refund, we'll tell you why.

6.7 If you're having trouble paying

Call us on 0345 052 0000. We might be able to agree a payment plan with you, and we can give you advice on how to cut your bills. If you don't call us, we'll charge you what it costs us to get back the money you owe us.

6.8 If you don't pay us as we've agreed

If you don't pay us in the way and at the time we've agreed, we can:

- change how often we send you bills
- charge you what it costs us to get back the money you owe us
- move you to our standard variable tariff (E.ON EnergyPlan)
- ask you for a security deposit
- ask you to pay for your **energy** in advance. If you have a **smart meter**, we can change it to **Smart Pay As You Go** mode remotely. Otherwise, we can fit a **prepayment meter, or smart meter** in **Smart Pay As You Go** mode, and change the way you pay to **prepayment** or **Smart Pay As You Go**. If the tariff you're on isn't for customers paying by **prepayment** or **Smart Pay As You Go** we'll move you to E.ON EnergyPlan, which means you might have to pay more for your **energy**, and you may lose discounts and benefits. We can also set your meter to

recover any money you owe us and what it's cost us to try to get it back. We'd tell you about this in writing

- ask for payment out of any benefits you're getting
- disconnect your **energy**. To find out more about this, go to section 9 of these terms and conditions.

We tell credit reference agencies about how you manage your account. If you don't pay us as we agreed, it can affect your credit rating and make it harder for you to borrow money.

7. Moving out

If you're not responsible for the **property** anymore, you need to tell us or we'll keep charging you until someone else takes over responsibility for the **energy**.

When you move, give us a final meter reading and your new address so we can send you a final bill. If you've got a **smart meter**, we can take a reading ourselves as well as clearing your data from the meter and the **Smart In-home Energy Display**. Make sure you leave the **Smart In-home Energy Display** behind.

We'll send you your final bill no more than six weeks after you've moved, or after we've found out you've moved. You'll need to pay it within 14 days of us sending it. We'll use your final reading, if you've given us one. If not, we'll use the new occupant's reading or, if we don't have that, our own estimated reading (see 5.3).

If you have a credit on any E.ON account when you move, we may use it to pay off a debt on any other account you have with us (for example for a different fuel or **property**). Any remaining credit will be paid to you, so make sure we have your new address.

If you move out of a **property** with **Green Deal charges** due, you'll have to pay those charges up to the date you move out, on top of anything else you owe. After that, it's up to the new occupant to pay **Green Deal charges**, or the landlord if the **property** is empty.

8. Switching supplier

If you switch supplier, we'll take all reasonable steps to make the switch happen within 21 days of the new supplier telling us.

We can stop you switching if you owe us money. If you pay by **prepayment** or **Smart Pay As You Go** you can switch as long as you owe £500 or less per fuel. Both you and your new supplier would have to agree to move the debt over.

If you pay by **Smart Pay As You Go**, we'll set your meter to credit mode (paying in arrears, not in advance). We'll clear the settings on your meter and **smart**

energy display at about midnight on the day your switch happens. We will send you a cheque for any credit you have left on the meter.

If you have a **smart meter**, some of its functions might not work with your new supplier. Talk to us or your new supplier about this.

Your new supplier will start collecting any **Green Deal charges** you owe.

We'll take all reasonable steps to get you a final bill or statement within six weeks of you switching.

If you have a credit on any E.ON account when you have switched, we may use it to pay off a debt on any other account you have with us (for example for a different fuel or **property**). Any remaining credit will be paid to you.

9. Disconnecting your **energy**

9.1 When we can disconnect your **energy**

If you owe us money, we can disconnect your **energy** as a last resort. Before doing that, we'll take all reasonable steps to help you if you're having trouble paying your bills. If we do have to disconnect your **energy**, we'll write first to tell you.

If you've got a **smart meter**, we can disconnect the **energy** remotely.

For any other kind of meter, you'd have to give us access to it. If you don't, we might have to get a warrant. And we'll charge you what it costs us to get back the money you owe us.

We, or the **network operator**, can also disconnect your **energy** for safety reasons, or if we think you've broken the law. We'll charge you what it costs us to disconnect your **energy** and reconnect it again.

9.2 If you want us to disconnect the **energy**

You can ask us to disconnect the **energy** temporarily, for instance while building work is going on. Or you can ask us to disconnect it because you don't need it anymore, for instance because you're having the **property** demolished.

9.3 If you pay by **prepayment** or **Smart Pay As You Go**

Your **energy** will turn off automatically if there's no credit on the meter.

10 Complaints

If we haven't given you the kind of service you expect, you can:

- call us on 0345 052 0000 or Minicom 0800 056 6560 for textphone if you have trouble hearing
- email through our website: eonenergy.com/contact

- write to us at Customer Service Centre, E.ON, P O Box 7750, Nottingham NG1 6WR.

We train our customer care team to be able to sort most things out straightaway. If they can't, our resolution team will take over. We try to resolve complaints in two working days or less. If you're not satisfied with how we respond, you can ask us to review your case. We'll look into how we've handled it and decide if we should do anything differently.

If we haven't resolved your complaint after eight weeks, or if we've sent you a final resolution letter, also known as a deadlock letter, to say there's no more we can do, you can go to the Energy Ombudsman. It's a free and impartial service that sorts out disputes between **energy** companies and customers.

You can get in touch with the Ombudsman by:

- phone on 0330 4401624
- email at osenquiries@os-energy.org

What they decide is legally binding for us, but not for you.

To 'Know Your Rights' and for free, independent, confidential and impartial advice on consumer issues visit www.citizensadvice.org.uk/energy. You can also call the Citizens Advice consumer helpline on 0345 404 0506 or fill in their energy query form. You can do any of this at any point during the complaints process.

If we change our complaints process, we'll tell you through your bill and statement, and through our website.

11 Our responsibilities, and yours

11.1 Our responsibilities

We're not liable for:

- any harm to you , which we couldn't have expected when we agreed your **contract**
- any damage you suffer that's outside our control, whatever caused it (even if it's our own negligence)

If the **network operator** causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.

The maximum we or the **network operator** can pay any one year (January to December) for any incident, or related series of incidents is £1,000,000. That limit doesn't apply if someone has died or been injured, or if the law doesn't limit liability.

11.2 Your responsibilities

You're responsible for all the **energy** you or anyone else uses at the **property**, and for paying bills in line with this **contract**.

You must take care of the meters at the **property**, including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter, or replacing them.

It's illegal and dangerous to interfere with our equipment, or the **network operator's**, for example to steal **energy**, or try to.

You must let us know straightaway if you think your meter is damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter. We can prosecute anyone responsible for damaging or tampering with metering equipment.

If you have a **smart meter**, you mustn't let anything interfere with its ability to communicate with us.

12. Personal data

12.1 Using your personal data to manage your account

We'll use the data we hold about you (including data from your **smart meter**) and data we get from other organisations, like **network operators** and credit reference agencies, to manage your account.

If your **contract** with us names more than one person, we'll keep all the personal data in one record, including anything you tell us about medical conditions or disabilities. So you need to get the other person's agreement before you give us information about them.

If you move into another **property** where we supply the **energy**, we'll link your personal details with the details for the **energy** at your new address.

We might also use your personal data to:

- see if you might have problems paying your bills. We use our own records and credit reference agencies' information, including automated credit scoring systems
- give you tailored **energy** efficiency advice to help you save money
- for research purposes

We might monitor and record our conversations with you, for example to prove you've agreed a **contract** with us, to help train our staff, or to help us give better service. We won't record information like credit and debit card details.

12.2 Sharing your data

We'll get information from various sources, including our partners, other organisations involved in your **energy** service like **network operators**, and

publicly available information. We'll match it with our own data to make sure the information we have about you is accurate and up to date.

We might use your personal data to enable us to provide you with relevant information and communications through our marketing programme. If we contact you via post, phone, fax, email, or text for marketing purposes we will always get your consent first.

If you share personal data with us, or link your social media account with ours, we might use that data in line with this section (12). You're responsible for any personal data you share with us through social media.

We might also share your data with:

- **network operators**, so they can keep you informed about reconnecting your **energy** supply if there's an loss of supply or an emergency
- organisations that supervise or distribute data between smart meters, energy suppliers and other organisations that enable suppliers to bill customers for energy used and customers to switch between suppliers
- other **energy** suppliers, landlords or housing associations if we or another organisation suspects the **property** is connected with fraud
- another supplier you want to switch to
- other people where you have authorised us to, or where they are named on your account;
- other **energy** suppliers, landlords or housing associations if we, or another organisation, suspect the **property** is linked to fraud
- credit reference agencies, to:
 - cross check your details
 - tell them how you're managing your account and whether you owe us any money. They might share this data with others for credit checking
 - try to trace you if you have moved and we owe you money or you owe us money.
- debt collection agencies and other organisations involved with debt collection (for example, bailiffs, law courts, private investigators)
- social services or other agencies if we think you need extra help
- organisations giving you a service (for instance **Green Deal**), helping you compare your **energy** use with similar households or offer you rewards
- organisations doing research for us, market regulators and consumer protection organisations.
- organisations for the detection, investigation and prevention of crime.

We won't 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 might use that data in line with this section 12. You're responsible for any personal data you share with us through social media.

Some of the organisations we share information with might be outside the European Economic Area. We'll make sure your data is protected to the equivalent standards we have in the UK.

12.3 Using your personal data for marketing

We won't use your personal data to send you marketing materials if you've told us you don't want it. If you've said you do want it, we'll contact you in the ways you've told us we can.

We might share your data with other carefully selected organisations we have relationships with, including those in the E.ON group, in order to provide you with information about products or services that we offer. We will give you an opportunity to opt out of this before we start sharing information in this way. You can find details of the organisations we share information with for this purpose at **www.eonenergy.com/personaldata**. You can tell us to stop using your personal data for marketing whenever you like. You can tell us to stop using your personal data for marketing whenever you like.

12.4 You have the right to see your data, and correct it

You can get a copy of the personal data we hold about you, though we might charge you unless the law says we can't.

If you think any of the information we have about you is wrong or out of date, let us know as soon as possible so we can update it. To do this, or find out more, call us on 0345 059 9905.

Our privacy policy tells you more about how we use your personal data. You can see it at **eonenergy.com/privacy**. Or call us on 0345 059 9905 and we'll send you a copy.

If you've made a joint application or given us information about your spouse or partner, they have the same personal data rights under this **contract** as you do.

13 Terms and conditions for customers on E.ON Freedom 1 Year

If there is anything in these tariff terms and conditions that contradicts the terms and conditions in sections 1-12, these terms will take precedence.

Eligibility

This tariff is only available to customers who:

- take both gas and electricity from E.ON
- are switching to this tariff from E.ON EnergyPlan

- pay by fixed monthly Direct Debit
- have been invited by E.ON to take this tariff.

It is not available to customers with one or more **prepayment meters** or who pay by **Smart Pay As You Go**.

Before we can put you on this tariff

Before we can put you on this tariff we need to make sure your account balance is at zero. You will be asked to provide a meter reading and we will calculate your balance. If we owe you money we will credit your bank account with that amount. If you owe us money you will need to pay it or we won't be able to put you on this tariff.

How this tariff works

On this tariff, we will charge you a fixed amount for the electricity and gas you use over the next year, based on our estimate of your usage over the next 12 months. We'll show this in your **confirmation letter** as two daily standing charges, one for electricity and one for gas. If you use more energy, we won't charge you for it. If you use less energy, we won't give you a refund.

Direct Debit payments

Your monthly Direct Debit payment is calculated by dividing the annual cost on this tariff by 12 and rounding it to the nearest penny.

Your monthly Direct Debit payments for this tariff will be fixed for the year: the amount you have to pay us each month for your energy usage will not change.

When we send you a statement it may show you owe us money or we owe you money. This is because your statement is based on the number of days since your last statement, but your payments are based on calendar months. This does not mean you need to pay anything extra or are due a refund.

However, because your Direct Debit amount is rounded to the nearest penny, at the end of the year a small amount may be owed to or by you. This will be carried forward to your new tariff.

13.1 About your prices

Your prices are shown in your **confirmation letter**. These prices will stay the same until the **end date** shown in your **confirmation letter**, unless:

- you stop paying by Direct Debit, or a Direct Debit payment fails (see 6.2)
- you owe us money and we've told you we need to fit a prepayment meter (see 6.8)
- a law or regulation means we need to make a change (like VAT changes)
- the government or our regulator (Ofgem) tells us to change our prices.

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 may charge you an **exit fee**. See your **confirmation letter** for details.

13.2 What happens at the end date

We'll send a renewal notice about six weeks before your **end date** to remind you that your tariff is ending. If you forget to switch on time, our price protection rules may apply (see 13.4).

In that notice, we'll tell you about the E.ON EnergyPlan prices and terms that we'll switch you to after the **end date** (unless you agree a new tariff with us or another supplier).

You can find details of our other tariffs on eonenergy.com/services. Or you can call us on 0333 202 4608.

13.3 What happens if you've been switched to E.ON EnergyPlan

There's no **end date** on this tariff: once you're on it, you'll stay on it unless you switch tariff or supplier.

You don't need to give us notice to leave, and there's no **exit fee**.

If we put up our tariff prices for E.ON EnergyPlan, or change our terms in a way that is less favourable to you, we'll write to you at least 30 days before any changes take effect.

If you don't want to accept the changes, you can switch to another tariff or supplier.

If you forget to switch before the changes take effect, our price protection rules may apply (see 13.4).

13.4 Our price protection rules

You can switch to another of our tariffs up to 20 working days after either:

- your **end date**

or

- the date any changes we've told you about changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier at the **end date** or to avoid any changes to your prices or terms and conditions, we'll keep you on your old prices and terms and conditions until your switch is complete, providing:

- your new supplier lets us know you are switching to them no more than 20 working days after the changes are due to start

and

- your switch is then completed within six weeks.

However, if you owe us money we may stop you from switching supplier – we'll write and let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with

your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.

Definitions

Wherever we've put these words in bold, this is what we mean.

Confirmation letter

Information we send you by letter or email (where you've agreed to us sending it that way) to:

- confirm the details of your **contract**, your **deemed contract** or a new tariff you've chosen, or
- remind you your fixed term tariff is due to end, or
- tell you about changes to your prices or other terms and conditions if you're on E.ON EnergyPlan.

Contract

The agreement between you and us to supply **energy** to a **property**.

Deemed contract

The terms and conditions that apply where you use **energy** at a **property**, but we haven't agreed a **contract** yet, or your **contract** has been ended.

End date

The date your tariff is due to end (you'll find it in your **confirmation letter**). If you are on our E.ON EnergyPlan tariff your tariff doesn't have an **end date**.

Energy

Electricity or natural gas, or both.

Exit fee

What you have to pay if you switch to another supplier before your **end date**.

Green Deal

A Government scheme that means a **property** can have energy-saving improvements fitted which are then paid for through the electricity bills for that **property**.

Green Deal charges

The payments we'll collect if you have a **Green Deal**. (We pay them to your **Green Deal** provider on your behalf).

Smart In-home Energy Display A worktop display unit that comes with a **smart meter**. It shows how much **energy** you've used and cost estimates.

Network operator

A company that manages part of the systems that carry **energy** to your **property**.

Prepayment

A payment method where you pay for your **energy** in advance through a **prepayment meter** (not a **smart meter**).

Prepayment meter

A meter that takes payments for **energy** in advance using a key or card.

Property

A home or premises we supply **energy** to.

Smart meter

A meter we can read, communicate with and control without coming to the **property**. This can operate in either normal credit mode or **Smart Pay As You Go** mode to allow you to pay in advance.

Smart Pay As You Go

A payment method where you use a **smart meter** to pay in advance.

Welcome letter

The letter we send you to confirm you've switched to **Smart Pay As You Go**.