

# Procedural instructions for the electricity retail market

30.9.2025

*These instructions are a translation of the corresponding instructions in Finnish. In any cases of ambiguity in interpretation, the Finnish-language instructions shall be complied with. The terms used in this translation may differ from the terms used in Datahub Data Standard.*

# TABLE OF CONTENTS

<b>CHANGE HISTORY</b> .....	<b>4</b>
<b>INTRODUCTION</b> .....	<b>10</b>
<b>DEFINITIONS</b> .....	<b>12</b>
<b>1. GENERAL</b> .....	<b>16</b>
1.1. PURPOSE OF THE PROCEDURAL INSTRUCTIONS .....	16
1.2. TASKS OF FINNISH ENERGY AND FINGRID, AND OTHER INSTRUCTIONS.....	16
1.3. MANAGING EXCEPTIONAL SITUATIONS AND THE CONTACT INFORMATION OF PARTIES.....	16
1.4. DSO'S ROLE .....	17
1.5. DETERMINING THE OBLIGATION TO SUPPLY .....	18
1.6. START OF A NEW SUPPLIER'S OPERATIONS.....	18
<b>2. ACTIONS RELATED TO THE CONCLUSION AND TERMINATION OF CONTRACTS</b> .....	<b>19</b>
2.1. APPROPRIATE AND RELIABLE CONTRACTING PROCEDURES .....	19
2.2. CONTRACTS BETWEEN THE CUSTOMER AND THE SUPPLIER OR DSO .....	20
2.3. HANDLING OF THE PERSONAL IDENTITY CODE .....	22
2.4. CONFIRMATION OF CONTRACT .....	22
2.5. REQUIRING A SECURITY.....	25
2.6. CONCLUDING A NEW NETWORK CONTRACT IN SUPPLIER SWITCHES.....	25
2.7. CHANGES IN TAX CATEGORY .....	26
2.8. COUNTER-OFFERS.....	26
2.9. PERIOD WITH NO VALID CONTRACT .....	27
<b>3. CONTRACT PROCESSES IN THE RETAIL MARKET</b> .....	<b>29</b>
3.1. SUPPLIER SWITCHING .....	29
3.1.1. <i>Identifying the metering point ID</i> .....	29
3.1.2. <i>Supplier's notice of a new contract</i> .....	29
3.1.3. <i>DSO's confirmation of a new network contract</i> .....	31
3.2. CUSTOMER'S MOVE .....	32
3.2.1. <i>Customer's move in</i> .....	32
3.2.2. <i>Customer's move out</i> .....	33
3.2.3. <i>Time limits of moves</i> .....	34
3.2.4. <i>Moves taking place at short notice</i> .....	35
3.2.5. <i>Retrospective moves</i> .....	36
3.2.6. <i>Disconnection of electricity at the metering point the customer is moving out of</i> .....	36
3.2.7. <i>Safe connection of electricity during house moves</i> .....	37
3.2.8. <i>Intersecting notifications on moves</i> .....	38
3.3. CONTRACT CANCELLATIONS .....	39
3.3.1. <i>Right of notify</i> .....	39
3.3.2. <i>Right to withdraw from distance or door-to-door sales</i> .....	40
3.3.3. <i>Launching of the withdrawal</i> .....	41
3.3.4. <i>Customer's contract after a withdrawal from supplier switch</i> .....	41
3.3.5. <i>Cancellation of non-confirmed contract</i> .....	42
3.3.6. <i>Balances and customer's billing after withdrawal</i> .....	43
3.3.7. <i>Time limits for withdrawals</i> .....	43
3.3.8. <i>Cancellations and corrections of moves</i> .....	44
3.4. DISPUTING THE CONTRACT .....	45
3.5. TERMINATION OF CONTRACT .....	46

3.6.	INFORMATION EXCHANGE IN MICROGENERATION .....	48
3.6.1.	<i>Microgeneration contracts in the information systems</i> .....	48
3.6.2.	<i>General principles of exchange of information concerning microgeneration</i> .....	49
<b>4.</b>	<b>EVENTS DURING SUPPLY .....</b>	<b>50</b>
4.1.	DISCONNECTION AND CONNECTION OF ELECTRICITY SUPPLY .....	50
4.1.1.	<i>Disconnection</i> .....	50
4.1.2.	<i>Reconnection</i> .....	53
4.2.	METERING OF ELECTRICITY SUPPLIES AND DELIVERY OF METERING DATA TO MARKET PARTICIPANTS .....	54
4.3.	PROCESSING OF RENOVATION SITES .....	54
4.4.	UPDATING OF METERING POINT DATA .....	55
4.5.	UPDATING CUSTOMER INFORMATION .....	56
4.6.	UPDATING CONTRACT INFORMATION .....	57
4.7.	TEMPORARY CHANGE IN METERING POINT DATA .....	57
<b>5.</b>	<b>AUTHORISATIONS.....</b>	<b>58</b>
5.1.	VALIDITY OF AUTHORISATIONS .....	58
<b>6.</b>	<b>RETROSPECTIVE BALANCE AND BILLING CORRECTIONS .....</b>	<b>60</b>
<b>7.</b>	<b>BILLING .....</b>	<b>61</b>
7.1.	CONTENT ON THE BILL AND BILLING INFORMATION .....	61
7.1.1.	<i>Information to be provided on the bill</i> .....	61
7.1.2.	<i>Information to be provided on bills, attached to them or linked to them</i> .....	62
7.1.3.	<i>Energy Authority's regulation on the breakdown of bills</i> .....	62
7.1.4.	<i>Information on the origin of electricity</i> .....	63
7.2.	ORGANIZING BILLING AND PAYMENT METHODS.....	63
7.2.1.	<i>Billing method and frequency</i> .....	63
7.2.2.	<i>Payment methods</i> .....	63
7.2.3.	<i>Final bill and minimum billing threshold</i> .....	64
7.3.	PASS-THROUGH BILLING.....	64
<b>8.</b>	<b>SPECIAL SITUATIONS.....</b>	<b>66</b>
8.1.	PROCEDURAL INSTRUCTIONS IN REORGANISATIONS .....	66
8.2.	INFORMATION ABOUT THE CONFIDENTIALITY OF CUSTOMER INFORMATION AND CUSTOMERS WITH NON-DISCLOSURE FOR PERSONAL SAFETY REASONS .....	66
8.3.	PROCEDURAL INSTRUCTIONS IN THE CASE OF A CUSTOMER'S BANKRUPTCY .....	67
8.3.1.	<i>Effects of bankruptcy on receivables</i> .....	67
8.3.2.	<i>Impact of bankruptcy on contractual and debt relations</i> .....	68
8.3.3.	<i>Extension of the contract</i> .....	68
8.3.4.	<i>Termination of the contract</i> .....	69
<b>APPENDICES.....</b>		<b>70</b>
	APPENDIX 1 – ORDER OF VALIDITY OF THE INSTRUCTIONS.....	70
	APPENDIX 2 – TERMINATION OF ELECTRICITY SUPPLY DUE TO SUPPLIER'S CAUSE.....	71

## CHANGE HISTORY

Date	Version	Changes
20.1.2022	20.1.2022	Original
15.3.2023	15.3.2023	Updated instructions to comply with the amendments to the Consumer Protection Act by taking into account the post-confirmation of telemarketing. Changes regarding post-confirmation have been made to sections 2.1, 2.2, 2.4, 3.3.1 and 3.3.2 and a new section 3.3.5 has been added. In addition, terminology related to confirmation of contracts has been updated and harmonized throughout the document and the terms <i>post-confirmation</i> and <i>confirmation of contract</i> have been added to the definitions.
15.3.2023	15.3.2023	Added a new section <b>Virhe. Viitteen lähde ei löytnyt. Procedural instructions in the case of a customer's bankruptcy</b> , which describes the effects of the customer's bankruptcy on sales and network contracts and the exchange of information. In addition, the consideration of bankruptcy situations has been updated to sections 3.2.3 <b>Time limits of moves</b> and 3.2.5 <b>Retrospective moves</b> .
14.12.2023	14.12.2023	Dynamic price contract and variable price electricity sales contract have been added to the definitions, and the definitions eSett, Party ID, Balance responsible party and Supplier with an obligation to supply have been updated.
14.12.2023	14.12.2023	A legal requirement has been added to section 1.5, stating that the supplier with an obligation to supply must offer consumers and other end-users covered by the supply obligation different electricity sales contracts suitable for their needs, which may not be exclusively dynamic price contracts and variable price electricity sales contracts. The section has otherwise been updated to comply with the current Electricity Market Act.
14.12.2023	14.12.2023	In section 2.1, the new legal obligations regarding the provision of a dynamic price contract have been added, as well as the requirement that the conclusion of a dynamic price contract always requires the end-user's explicit consent. In addition, requirement for strong identification of the consumer in online contracts where the consumer chooses an invoice as the payment method has been added.
14.12.2023	14.12.2023	Section 2.2 specifies the new legal obligation that new electricity network and sales contracts must always be concluded with the same contractual partners. It is the supplier's responsibility to ensure that it has the customer's authorization to act on behalf of the customer when concluding a network contract in these situations.
14.12.2023	14.12.2023	A new legal requirement has been added in section 2.4 that the end-user's contract or confirmation of contract must include a summary of the key contractual conditions in a prominent manner and in concise and simple language.
14.12.2023	14.12.2023	Clarified in the footnote in section 2.6 the use of postal and billing addresses for large business customers.

14.12.2023	14.12.2023	Added to section 2.9 the requirements of Section 102 of the Electricity Market Act on how the distribution system operator shall act in situations where the supply of electricity is interrupted due to a reason attributable to the supplier. Added, in accordance with the interpretation of the authorities, that Section 102 of the Electricity Market Act will apply in all situations where the electricity supply to the final customer ends due to a reason attributable to the supplier, i.e. it will also apply to individual contract terminations if the contract is terminated at the supplier's initiative.
14.12.2023	14.12.2023	Clarified in section 3.1.1 that both the supplier and the distribution system operator shall use the metering point ID generated by the distribution system operator on their bills.
14.12.2023	14.12.2023	Clarified in section 3.1.2 instructions for checking the data of datahub's moving notifications to rectify incorrect transactions.
14.12.2023	14.12.2023	Specified in section 3.2.1 that in addition to the billing address (=postal address), e-invoicing, e-mail invoice and mobile invoice addresses can be submitted to the datahub.
14.12.2023	14.12.2023	The description of the composite moving process presented in section 3.2.2 has been clarified.
14.12.2023	14.12.2023	Added to section 3.3.5 a description of how the datahub handles cancellations of contracts made in telemarketing without consumer's post-confirmation.
14.12.2023	14.12.2023	Added to section 3.3.8 datahub's instruction that reason code AR04 should no longer be used in datahub events. In addition, reference has been made to datahub's instructions, which describe in more detail how the time of cancellation of the contract depends on the reason code of the event.
14.12.2023	14.12.2023	Added to section 3.6.2 justifications based on legislation why a small-scale producer is required to either have a purchase agreement or technically block the power feed into the grid.
14.12.2023	14.12.2023	Added to section 4.1.1 a more detailed description of the disconnection process with time limits in accordance with the general terms of the contract.
14.12.2023	14.12.2023	Specified in section 4.1.2 the instructions on the use of the delay notification of connection.
14.12.2023	14.12.2023	Added to section 4.3 that after the renovation has been completed, the DSO must first update the status of metering point in the datahub to "disconnected" and only after that to "connected", so that the start dates of contracts valid at the metering point do not change according to the connection date.
14.12.2023	14.12.2023	Fully updated section 7 to comply with the new provisions of the Electricity Market Act concerning billing.
14.12.2023	14.12.2023	Clarified in section 8.2 instructions that the address of a non-disclosure customer must be updated in the datahub as a billing address as part of the contract information instead of customer data, if the customer has forbidden that it may not be forwarded to other

		parties who would have the right to the customer data in the datahub.
14.12.2023	14.12.2023	Specified in the section 8.3 on bankruptcies the impact of bankruptcy on contracts and receivables. In accordance with the instructions of the Bankruptcy Ombudsman, it has been clarified that from the beginning of the bankruptcy, the creditor's receivables are administrative expenses of the bankruptcy estate, for which the bankruptcy estate is responsible. The bankruptcy estate is liable to the contractual partners of the bankrupt company for the energy used by the estate and its payment until it has informed the energy company that the estate will not commit to the contract or will conclude completely new contracts.
14.12.2023	14.12.2023	In addition, minor updates or textual clarifications have been made to a few points in the instructions.
27.9.2024	27.9.2024	Specified in section 2.2 in accordance with VPE 10.1, that the network service is started (i.e. electricity is connected to the user) when the conditions mentioned in terms of network service are met. The example list in section 2.2 has been supplemented by adding mentions that JVH is not obliged to connect the electricity before a required security is lodged.
27.9.2024	27.9.2024	Added to section 2.4 the new requirements for electronic communication methods according to the updated general terms of the contract. Agreeing on electronic transactions does not require the customer's explicit consent, excluding invoices and notices of disconnection. However, the consumer always has the right to receive, upon request, all notices in accordance with the general terms in paper free of charge. The consumer must be informed about this right in a clear and comprehensible manner. Corresponding changes have been made to sections 2.6 and 3.2.1. Added to section 2.4 the recommendation of Energiategaolliisuus ry and the Consumer Ombudsman on key contractual conditions.
27.9.2024	27.9.2024	Proactively noted in section 3.2.1 that the handling of unmetered metering points will change in the datahub 2.3 version.
27.9.2024	27.9.2024	Added to section 3.3 model texts recommended by Energiategaolliisuus ry and the Consumer Ombudsman for informing about notice and cancellation rights on confirmations of contract.
27.9.2024	27.9.2024	To avoid misunderstandings, the text regarding the post-confirmation and the consumer's payment obligation has been clarified in section 3.3.2. The consumer can be released from the payment obligation if the post-confirmation procedure is not followed correctly, and the delivery is started without the customer's confirmation and it is not received later either.
27.9.2024	27.9.2024	Specified in section 4.1.1 in accordance with the general terms, that the notice of disconnection shall be sent to the invoicing address or the postal address of the user. However, the notice must not be sent to the customer only as an attachment to the e-invoice.
27.9.2024	27.9.2024	Added as appendix 2 process descriptions when the electricity supply ends due to reasons originating from the supplier. The new datahub reason code describing the reason for the end of supply is introduced in section 3.5.

27.9.2024	27.9.2024	In addition, a few term clarifications were made in accordance with the general terms of the contract.
30.9.2025	30.9.2025	The new terms “fixed-term fixed-price electricity sales contract” and “contract termination fee”, as defined in the Electricity Market Act, have been added to the definitions. The definition regarding the connection contract has been updated to comply with the legislation.
30.9.2025	30.9.2025	Section 1.3 has been updated to reflect the current operating model for contact details. The contact details for information exchange can be found on the Datahub service website, not in the Datahub user interface.
30.9.2025	30.9.2025	Added to section 1.5, based on decisions by the Energy Authority, instructions regarding the supplier’s obligation to notify the Energy Authority of supply obligation prices, as well as the requirement to keep current prices and other terms available in various customer service channels.
30.9.2025	30.9.2025	Section 2.1 has been updated to include the requirements of the Electricity Market Act regarding <ul style="list-style-type: none"> <li>• the determination and agreement of the contract termination fee</li> <li>• the commencement of electricity delivery under a contract made with a consumer through home or distance selling within 90 days of the contract being signed (the so-called "90-day rule").</li> </ul>
30.9.2025	30.9.2025	Added to section 2.4 that the summary of the key contractual terms must include any applicable termination fee, if such a fee has been agreed.
30.9.2025	30.9.2025	Section 2.8 has been removed as unnecessary. Information about the contract termination fee is covered more comprehensively in section 2.1.
30.9.2025	30.9.2025	Section 3.1.2 has been updated in accordance with the so-called 90-day rule (section 87 of the Electricity Market Act) and a mention has been added to footnote 7 stating that delivery under the contract with a consumer may commence more than 90 days after the contract has been concluded only if the contract was made at the customer's own initiative.
30.9.2025	30.9.2025	The outdated reference to the functionalities of datahub version 2.2 has been removed from section 3.2.1.
30.9.2025	30.9.2025	Clarified in section 3.2.5 that bankruptcy situations are exceptions to other retrospective changes. For practical reasons, all parties must accept retrospective moves in cases of bankruptcy.
30.9.2025	30.9.2025	The outdated reference to the previously used but now removed reason code (AR04) has been deleted from section 3.3.8. In addition, to avoid misunderstandings, the guidance regarding retroactive correction of a move caused by a supplier's error has been specified so that the supplier must also compensate the customer for any

		network service charges incurred, provided that the customer proves to the supplier that the receivables have been paid to the DSO.
30.9.2025	30.9.2025	The guidance in section 3.6.2 regarding the effects of different reason codes for the termination of contracts in the datahub has been updated. Suppliers must note that if the reason for terminating a contract for a microproduction (in a production metering point) is moving out, this will also trigger a moving out notification for the related consumption metering point in the datahub processes. If a customer informs the supplier only about the termination of the purchase agreement, while the contract for the consumption metering point remains valid, the supplier must notify the datahub of this using the reason code for termination.
30.9.2025	30.9.2025	Added to section 4.1.1, in accordance with the Electricity Market Act, that a notice of non-payment and a disconnection warning may also be issued by other permanent means than by post, provided that the end user has separately given their consent to this in writing or electronically.
30.9.2025	30.9.2025	Section 4.3 has been updated with current guidelines for handling renovation sites in the datahub. Outdated information has been removed.
30.9.2025	30.9.2025	Section 4.4 has been updated with current guidelines on updating annual consumption estimates. It is recommended that DSOs update the annual consumption estimate at least once a year, but no more than once a month.
30.9.2025	30.9.2025	The guidelines in section 4.6 regarding the notification of changes to the billing address during the contract period have been updated in accordance with the Electricity Market Act and the relevant general terms. The customer is responsible for informing their contractual partners of any changes to the billing address or other contact details that occur during the contract period. It is recommended that the customer be informed of this requirement if they notify either of their contractual partners about changes to their contact details. Although a billing address change reported by the supplier to the datahub is forwarded to the distribution system operator, the supplier cannot assume and guarantee to the customer that the DSO will update its own contract with the billing address received via the datahub.
30.9.2025	30.9.2025	Section 7.1.3 has been updated: Links have been revised to refer to the current Energy Authority regulation on the breakdown of bills for the sale and distribution of electricity, as well as to the related memorandum.
30.9.2025	30.9.2025	Section 7.3 has been updated to state that there is no regulation concerning pass-through billing; instead, any possible pass-through billing is based on agreements between the customer and the supplier, and between the supplier and the DSO.
30.9.2025	30.9.2025	Annex 2 has been updated to reflect the current functionalities of the datahub and the reason codes in use.



## INTRODUCTION

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Key parties in the electricity retail market are distribution system operators (DSOs), suppliers and end users. The distribution system operator is responsible for network service in its distribution network, i.e. for electricity distribution and the metering of electricity consumption. The supplier, on the other hand, takes care of the procurement of electric energy for end users that have joined the distribution networks. In order for the supplier to be able to bill its customer for the correct amount of electricity and to procure the corresponding amount of electricity, the DSO will send the supplier the consumption data of this customer and maintain the information of which supplier sells to which customer. There are also other actors in the electricity retail market, such as energy service providers, however, these instructions do not yet address their activities.

Exchange of information between the electricity market participants is very active. Plenty of metering data is constantly created in the electricity market. Electricity consumption is currently metered in the distribution systems either by the hour or by the quarter hour. In addition, information is exchanged between the suppliers and the DSOs concerning changes of suppliers, changes of customers, e.g. when moving house, and changes of metering point data and customer information. Information exchange takes place through the centralized information exchange system, datahub.

Competition in the Finnish retail market is active, and there are several electricity suppliers and DSOs. Exchange of information between DSOs and suppliers extends to all of the more than 3.7 million electricity metering points connected to the distribution systems. During a year, in Finland there are about one million house moves, well over 200,000 supplier switches, and daily exchanges of metering data concerning more than 3.7 million metering points. Therefore, the number of information exchange events between parties is several hundreds of millions each year.

The Electricity Market Act and the provisions issued by virtue of it contain provisions obliging the parties with respect to the exchange of information. The exchange of information is based on electronic messages and procedures in a structured format, which the parties are obliged to comply with.

These procedural instructions describe the business processes in the electricity retail market and the related key procedures. Laws and regulations apply to the general level, and it is not appropriate to lay down any technical details in them. The purpose of the instructions is to clarify and harmonise statutory cooperation between the suppliers and DSOs and to increase the functioning of competition in the open electricity market by providing instructions that clarify the legislation. The instructions are necessary in order to achieve an open and efficient electricity market for the benefit of consumers. It is in the interests of both customers and other electricity market participants that the retail market processes are as compatible, fluent and automatable as possible.

These instructions complement the instructions related to the use of the datahub, i.e. exchange of information required in the electricity trade and imbalance settlement, published by Fingrid Datahub Oy.

These instructions replace the previous Message exchange and procedural instructions in the electricity retail market published by Finnish Energy.

The procedural instructions are based on the following provisions and terms of contract:

The Electricity Market Act <http://www.finlex.fi/fi/laki/ajantasa/2013/20130588>

The Act on the guarantee of origin of energy <https://www.finlex.fi/fi/laki/ajantasa/2021/20211050>

The Consumer Protection Act <https://www.finlex.fi/fi/laki/ajantasa/1978/19780038>

Valtioneuvoston asetus sähkötoimitusten selvityksestä ja mittauksesta (Government decree on the settlement and metering of electricity deliveries) <https://finlex.fi/fi/laki/ajantasa/2021/20210767> [also called the Metering Decree]

Työ- ja elinkeinoministeriön asetus sähkökaupassa ja sähkötoimitusten selvityksessä noudatettavasta tiedonvaihdosta (Decree of the Ministry of Economic Affairs and Employment on the exchange of information in electricity trade and the settlement of electricity supplies)

<https://www.finlex.fi/fi/laki/alkup/2021/20210839> [also called the Information Exchange Decree]

Terms of contract

<https://energia.fi/energiatietoa/asiakkaat/sahkoasiakkuus/sopimusehdot/>

- Terms of Network Service (VPE2024)
- Terms of Electricity Sales (SME2024)
- Terms of Electricity Supply (STE2024)

An up-to-date version of these and other instructions issued by Finnish Energy concerning the retail market are available on the message exchange pages at

<https://energia.fi/energiatietoa/energiamarkkinat/tiedonvaihto/ohjeet-ja-suositukset>

The instructions have been prepared by Finnish Energy's development group for the retail market procedures, and the group will also continue to maintain the instructions. The instructions are regularly reviewed by working groups established by the appropriate committees of Finnish Energy in order to ensure that they remain up-to-date after changes taking place in the operating environment.

These instructions, with the included recommendations, have been approved by the Electricity Market Committee and the Electricity Network Committee of Finnish Energy.

## DEFINITIONS

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### **Open supplier**

An open supplier is a supplier providing the customer with all the electricity it needs or balancing the differences between the customer's electricity generation and procurement and consumption and supply by supplying the missing amount of electricity or receiving the surplus electricity during each imbalance settlement period.

### **CET time**

Central European Time.

### **Datahub (datahub system)**

A centralised solution for the exchange of information for the electricity retail market maintained by Fingrid Datahub Oy, through which the exchange and management of information required by the market processes of electricity trade conducted in the distribution systems, as well as the imbalance settlement of distribution systems, are managed.

### **Datahub event**

An event where the datahub receives and processes a message sent by a party and transmits messages to other parties.

### **Dynamic price contract**

An electricity sales contract between supplier and final customer which reflects the price variation in the spot markets, including in the day-ahead and intraday markets, at intervals at least equal to the market settlement frequency.

### **eSett**

Imbalance settlement unit. A service company owned by Fingrid, Statnett, Svenska Kraftnät and Energinet.dk. Responsible for the operational activities of the common Nordic imbalance settlement model.

### **Distribution system operator, DSO**

A distribution system operator (in these instructions also a system operator) is an association or enterprise in possession of a distribution network and engaged in licensed electricity network operations.

### **Consumer**

A household customer, a natural person who acquires electricity mainly for a purpose other than business activity.

### **Post-confirmation**

Written confirmation sent by the consumer to the electricity supplier, by which the consumer accepts an offer sent by the supplier after telemarketing initiated by the supplier.

### **Metering point ID**

A code identifying the metering point (consumption or production) in the distribution system. Granted by the distribution system operator. Note! Datahub Data Standard uses the term "accounting point identification".

### **Connection contract**

A contract between the distribution system operator and the owner or occupant of the consumption point (connecting party) on the connection of a place of electricity use and/or generation (e.g. a property, building, electricity storage, or electricity generation equipment) to the distribution network.

#### **Variable price electricity sales contract**

For example, electricity sales contracts that follow the price of an electricity exchange market that do not meet the definition of a dynamic price contract or where the use of the final customer's electrical power is controlled by a variable power fee.

#### **Supplier**

A person, corporation or establishment that sells electricity.

#### **Fixed-term, fixed-price electricity sales contract**

An electricity sales contract between a supplier and a final customer that guarantees that the contractual terms and conditions, including the price, remain unchanged for the duration of the contract, while it may, within a fixed price, include a flexible element with price variations, and where changes in the resulting bill can only result from elements that are not determined by suppliers, such as taxes and levies.

#### **Party ID**

In the exchange of information, electricity market parties are identified with the GLN party identifiers formed from the GS1 company identifier. The GLN ID consists of a GS1 company ID, a party ID and a check digit. Party IDs are maintained not only in the datahub but also on e.g. eSett's website.

#### **Microgeneration**

In the Electricity Market Act, small-scale electricity generation means a power plant or an entity of several power plants with a maximum output of 2 MVA.

#### **Metering point where the customer is moving into**

A metering point where a new customer is moving into and/or for which the customer has signed a new sales and network contract. Used in the description of the moving process.

#### **Contract termination fee**

A fee or penalty that the supplier or a market participant engaged in aggregation may charge a customer for the early termination of a fixed-term electricity sales or service contract, contrary to the contract terms.

**Contract ID**  
In information exchange, a code used for identifying the supplier's contract. Note! Datahub Data Standard uses the term "agreement identification".

#### **Confirmation of contract**

Written notice sent by the distribution system operator or electricity supplier to the customer describing information on a non-written contract on electricity network, electricity sale or supply, including the prices and other terms applicable to the contract. The Electricity Market Act uses the term confirmation notification, and the terms of contract use the term a contract confirmation (or just confirmation). (see also post-confirmation)

#### **Electricity user**

The electricity user (user) buys electricity from the supplier and the network service from the distribution system operator principally for their own use. A user may also be a connecting party purchasing electricity to be used by others via the connection point specified in the user's connection contract. Several users may undertake to become jointly responsible for a sales contract. (see also Consumer)

### **Electricity sales contract**

An electricity sales contract (sales contract) is a contract between the supplier and the electricity user, concerning the electric energy needed by the user.

### **Electricity supply**

Electricity supply carried out by the supplier to the customer by virtue of the electricity sales contract or electricity supply contract.

### **Contract for electricity supply, electricity supply contract**

A contract for electricity supply (supply contract) is concluded between the supplier and the electricity user and, by signing it, the supplier also assumes responsibility for the network service. The supplier agrees on the network service with the distribution system operator, if necessary. When a contract for electricity supply is in force, no separate network contract or sales contract shall be concluded for the metering point. (see Terms of Electricity Supply – STE2024)

### **Electricity network service**

Electricity network service (network service) refers to all those activities of a distribution system operator which make it possible to transmit electricity in the DSO's network against payment.

### **Electricity network contract**

An electricity network contract (network contract) is concluded between the distribution system operator and the electricity user and/or producer. The electricity network contract concerns the network service needed by the electricity user.

### **Imbalance settlement**

Imbalance settlement refers to the clearing of electricity transactions realised during each imbalance settlement period, which results in a power balance and a balance deviation for each party operating in the electricity market.

### **Balance responsible party**

An electricity market participant who balances the difference between its electricity production and procurement and its electricity use and supplies with imbalance power supplied by the Balance Service Unit. The balance responsible party has an imbalance service agreement with Fingrid and an imbalance settlement agreement with eSett.

### **Supplier with an obligation to supply**

If the supplier has a considerable market power in the area of responsibility of the distribution system operator within which the place of electricity use falls, and the place of use is equipped with a main fuse of a maximum of 3x63 A or not more than 100,000 kWh of electricity a year is purchased to the place of use, the supplier has a delivery obligation to the user in accordance with section 67 of the Electricity Market Act. If there is no supplier with significant market power in the responsibility area of the distribution system operator, the obligation to supply lies with the supplier whose market share, measured by the quantity of supplied electricity, is the largest among the end-users covered by the supply obligation in that responsibility area.

### **Metering point where the customer is moving out of**

A metering point where the customer is moving out of and/or the sales and network contracts of which are terminating. Used in the description of the moving process.

### **Annual consumption estimate**

An estimate of the customer's future annual electricity consumption, based on the customer's electricity consumption in the previous year and normalised to the local average temperature or based

on other more detailed information. Other more detailed information may be, for example, customer's notification of changed habits in the use of electricity or new appliances.

# 1. GENERAL

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## 1.1. Purpose of the procedural instructions

The procedural instructions are meant for those electricity retail market participants that practise tasks related to the electricity retail trade in Finland.

The common instructions promote the functioning of the electricity market and harmonise measures which are related to the exchange of information and implemented by the users and made to the systems, and which are necessary with respect to the operations of the electricity market.

In order to promote the reputation of the industry and the ease and cost-effectiveness of operations, it is important that all actors are aware of the significance of the notification of the start and end of sales they make and the tasks carried out in various systems based on these messages. The energy balances of each supplier are maintained on the basis of these messages.

Exchange of information primarily takes place via the centralised information exchange system, datahub. The implementation of information exchange and the use of the datahub are described in the instructions maintained by Fingrid Datahub Oy. These procedural instructions complement those instructions.

In the exchange of information, the deadlines provided in the instructions must be complied with so that the deadlines provided form the minimum level for operations. The general principle must be that everyone acts without delay in the exchange of information.

It is important in terms of smooth exchange of information that particular attention is paid to the accuracy of notices.

The parties may not charge a separate fee for carrying out the exchange and delivery of information described in the procedural instructions.

## 1.2. Tasks of Finnish Energy and Fingrid, and other instructions

The responsibility for maintaining instructions concerning the electricity retail market is divided between Finnish Energy and Fingrid Datahub Oy. Finnish Energy is responsible for, e.g. instructions for the retail market business processes and general procedures, general terms of contract, confidentiality and non-discrimination, metering and imbalance settlement. All these instructions are available on Finnish Energy's message exchange page at:

<https://energia.fi/energiasta/energiamarkkinat/sanomaliikenne>

Fingrid Datahub Oy is responsible for maintaining the instructions describing the technical implementation of information exchange used in the retail market. These instructions are available in the Datahub Palvelut portal at <https://palvelut.datahub.fi/en/>.

Further information about information exchange services in the electricity market produced by Fingrid Datahub Oy is available at: <https://www.fingrid.fi/sahkomarkkinat/datahub/vahittaismarkkinoiden-tiedonvaihto/>

When other procedures or technical instructions are referred to hereinafter in these instructions, they are always available in the above addresses.

## 1.3. Managing exceptional situations and the contact information of parties

In addition to information exchange carried out via the datahub, from time to time there is a need to exchange information and manage issues between parties by email or telephone. Contact details for

data exchange can be found on the Datahub Services website (<https://palvelut.datahub.fi/fi/ota-yhteytta/tiedonvaihdon-yhteystiedot>). Other contact information (such as for debt collection, metering, and balance settlement) is available through the datahub interface.

The party data of the datahub maintains the parties' contact details in relation to, e.g. contracts, billing, debt collection, metering data, imbalance settlement and imbalancing errors. For these types of contact details, a contact person, their telephone number and email address are provided.

In order to enable fluent and efficient cooperation, the contact details must be extensive and up-to-date. The parties must regularly check the validity of the contact information they have provided and, if necessary, notify of any changes without delay. The party that has provided the information is responsible for ensuring that the information is correct and up-to-date.

The use of personal email addresses in the contact information table should be avoided as an individual person may be unavailable for a considerable length of time, e.g. during annual leave or sick leave. We recommend creating the following email addresses:

- [sales.dataexchange@company.fi](mailto:sales.dataexchange@company.fi) ([myynti.tiedonvaihto@yhtiö.fi](mailto:myynti.tiedonvaihto@yhtiö.fi))
- [network.dataexchange@company.fi](mailto:network.dataexchange@company.fi) ([verkko.tiedonvaihto@yhtiö.fi](mailto:verkko.tiedonvaihto@yhtiö.fi))
- [balance@company.fi](mailto:balance@company.fi) ([tase@yhtiö.fi](mailto:tase@yhtiö.fi))

**Note!** Only data outside the datahub processes can be shared by email or telephone. Data according to the datahub events must always be shared via the datahub. If a party is unable to deliver the data with a datahub event in accordance with the datahub instructions, the matter must be managed via the datahub interface. Other parties are not obliged to deliver or receive data by email if there is a datahub process for their exchange of information.

#### 1.4. DSO's role

The role of the DSO in the retail market is regulated by, e.g. sections 18, 21, 22 and 24 of the Electricity Market Act, which require that the system services and imbalance settlement services must be provided on equal and non-discriminatory terms to the electricity market participants. The DSO must also take account of the legal obligations concerning confidentiality and secrecy in all its operations. These are dealt with in the instruction [confidentiality and non-discrimination in the electricity market](#).

According to the Electricity Market Act, a DSO must not charge a separate fee for its performance related to the switching of electricity suppliers.

The DSO must provide services to similar customers on the same terms and an equal marketplace to the suppliers and customers. The DSO must always remember its impartial position, and it must not favour a supplier with an obligation to supply under any circumstances.

It is not the DSO's task to act as a conciliatory party or request further information in the event of problems arising in the contractual relationship between the customer and the supplier. An exception to this is a situation where the customer denies in writing that a new contract has been concluded. This has been described in further detail in section 3.4 of this instruction.

In unclear matters related to sales contracts, the customer may contact the DSO. In these situations, the DSO has the primary obligation to instruct the customer to contact the supplier parties. In addition, the DSO may explain the customer's right to denial as stated above.

## **1.5. Determining the obligation to supply**

According to the Electricity Market Act, a supplier in a major market position within the area of a DSO's responsibility must supply electricity in the area of responsibility at reasonable prices to consumers and other end users of electricity whose place of use is equipped with main fuses of a maximum of 3x63A or whose place of electricity use purchases annually no more than 100,000 kilowatt-hours of electricity. This obligation is called the obligation to supply.

A supplier with the obligation to supply must offer various electricity sales contracts suitable for the needs of consumers and other end-users within the scope of the obligation. The offered electricity sales contracts must not be exclusively dynamic or variable price electricity sales contracts. A supplier with the obligation to supply must have public electricity sales terms and prices or, in the case of a dynamic or other variable price contract, the pricing criteria for end-users covered by the obligation. These terms must not be unfair, discriminatory, or restrict competition in the electricity market. The supplier with obligation to supply must notify the Energy Authority of these prices or the pricing criteria, as well as any changes to them, before they are implemented. Prices or pricing criteria must be presented in an easily understandable and clear manner for comparison. The Energy Authority has stated that current prices and terms must be freely available and presented through the supplier's various customer service channels.

The supply obligation valid in Finland means that a supplier with a supply obligation is obliged to draw up a contract with a customer wanting to do so. However, electricity supply must always be based on a contract. Even if there is only one supplier with an obligation to supply operating in the DSO's area, it does not mean that it would automatically sell electricity to customers who do not have a valid contract. The supplier's obligation to supply concerns only a situation where the customer specifically wants to draw up a contract with the supplier with an obligation to supply.

## **1.6. Start of a new supplier's operations**

Instructions for a new supplier regarding the start of their operations are given on Datahub Services - portal: Join Datahub -> Energy Suppliers ([link](#)).

According to the Electricity Market Act, suppliers must register as users of the datahub before the supplier starts to offer electricity contracts to end users. The registration ensures that the supplier's information systems meet the compatibility requirements of using the datahub and that the supplier has signed the service contract concerning the service it is using.

In addition, a new supplier entering the market must always notify the balance settler of the metering area of the start of sales operations in advance before starting the supply in the metering area in question. This registration notification shall be sent to the balance settler (i.e. the datahub in terms of supply taking place in the distribution system) of the metering area at least 22 days before the new supplier starts electricity supplies to a metering area where it has not supplied electricity before.

## 2. ACTIONS RELATED TO THE CONCLUSION AND TERMINATION OF CONTRACTS

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### 2.1. Appropriate and reliable contracting procedures

Regulations and guidelines concerning sale, marketing and contract practices have been issued, e.g. in the Consumer Protection Act, the instructions issued by the Finnish Competition and Consumer Authority, the instructions of Suomen Asiakkuusmarkkinointiliitto, the Electricity Market Act and in the terms of electricity sales and supply (SME2024, STE2024).

Especially in distance and doorstep selling, it is of utmost importance that such language is used with the customer that there can be no ambiguity about the conclusion of a contract or the contracting party. When drawing up a contract, the customer must be given extensive and sufficiently detailed information about matters related to the contract. More detailed provisions on the information to be provided before concluding the contract are laid down in section 86 of the Electricity Market Act. For example, any particular conditions of validity or termination of the contract or applicable contract termination fee must be agreed on clearly with the customer. It is advisable to emphasise to the customer what a fixed-term contract means to both parties and on which terms the contract can be terminated.

According to the Electricity Market Act, if an end user breaches a fixed-term electricity sales contract or aggregation contract by terminating it before the end of the agreed period, a contract termination fee may only be charged if this has been agreed in the contract. The fee must be a part of the contract that the end user has entered into voluntarily, and information about it must be clearly provided before the contract is concluded. The amount of the fee or the basis for its calculation must be described in the contract with sufficient detail and clarity.

Contract termination fees must be proportionate and may not exceed the direct financial loss incurred by the supplier or independent aggregator as a result of the termination, which therefore forms the upper limit for an acceptable termination fee. The supplier or aggregator bears the burden of proof regarding the direct financial loss. According to the legislative rationale, when assessing the reasonableness of the contract termination fee, factors that may be considered include the original duration of the contract, the remaining duration at the time of termination, the quantity of electricity purchased to fulfil the contract but not ultimately consumed by the customer, and the means that a reasonably diligent supplier could have used to mitigate any potential financial losses caused by the early termination of the contract.

During the term of the contract, the supplier must, upon request, provide the end user with unambiguous information on the amount of the termination fee in the specific case before the contract is terminated. This information should be provided promptly and free of charge. The above-mentioned legal requirements may not be contractually deviated from to the detriment of the end user.

When offering a dynamic price contract, the supplier shall provide customers information about the opportunities, costs, and risks associated with such a contract, as well as the requirements for the metering equipment necessary for the contract. This information shall be documented in the agreed format within the contract or confirmation of contract. The confirmation of contract is discussed in section 2.4 The conclusion of a dynamic price contract always requires the explicit expression of the customer's will.

When a consumer concludes a contract online (e.g. on a website or in an app) by choosing a payment method that effectively implies a payment delay (e.g., an invoice), the consumer's identity must be verified when choosing the payment method by using strong electronic identification tools. Further information can be found in Finnish Energy's member net -> jäsenpalvelut -> lakiasiat -> ajankohtaiset yrittäjänsäädäntöhankkeet / Kuluttajansuojalain muutokset.

In telemarketing initiated by the supplier, the supplier must deliver its offer to the consumer in writing after the call. If the consumer does not accept the offer in writing after a telephone conversation, the consumer shall not be bound by the contract and may not be required to pay in such cases. The consumer shall be informed of this right when the offer is made. The consumer must be able to save and reproduce the information of the offer unchanged. The offer must align with the details provided during the phone conversation and be clear enough for the consumer to understand their obligations upon accepting. More information on post-confirmation of telemarketing can be found (in Finnish) on Finnish Energy's [member net](#) -> lakiasiat -> jäsenpalvelut -> lakiasiat -> ajankohtaiset yrittäjänsäädäntöhankkeet / Kuluttajansuojalain muutokset ([link](#) to the page).

The post-confirmation of telemarketing does not apply when the consumer has initiated contact with the supplier or if the supplier has contacted the consumer upon the consumer's explicit request. It also does not apply to contracts made over the phone with business customers.

Even in those situations where post-confirmation is not applicable, such as when the consumer contacts the supplier directly or in business-to-business contracts, the confirmation of contract should not be sent to the customer if only an offer has been made over the phone and no contract has been concluded. Under no circumstances should a transaction be conducted "conditionally" based on the customer's passive acceptance, i.e., the supplier is not allowed to send a confirmation of contract instead of the offer requested by the customer over the phone and then wait to see if the customer raises any objections.

Recording of telephone conversations is a good tool to prove that a verbal contract has been concluded. Telephone calls should be recorded in their entirety, and they must be stored carefully for the necessary period. Customers must be informed of the recording of the telephone conversation and of the purpose of using the recording.

For contracts made with a consumer through door-to-door or distance selling, or otherwise outside the fixed place of business of the supplier, the supply of electricity under the contract must commence within 90 days of the conclusion of the contract. If it is not possible to start the supply of electricity, for example due to the customer's existing fixed-term contract, within 90 days of the contract being made, the contract shall become void. The supplier must promptly notify the consumer of the lapse of the contract. The supplier may not charge any fees based on the contract for the period prior to the commencement of electricity supply as specified in the contract. Such fees might include, for example, basic charges under the contract, which should be considered unjustified in the case of a lapsed contract. This restriction does not apply if the consumer has contacted the supplier on their own initiative, or if the supplier has contacted the consumer at the consumer's explicit request.

Even if the services of a subcontractor are used in the sales work, the ultimate responsibility lies with the electricity supplier commissioning the service. The contractor is responsible for ensuring that appropriate electricity sales and marketing methods are complied with. Due to the special nature of the electricity market, particular attention should be paid to the training of sales personnel when using the services of a subcontractor.

## **2.2. Contracts between the customer and the supplier or DSO**

There may be two types of contracts between the customer and the electricity supplier, i.e. electricity sales or electricity supply contracts. In addition, the metering point must have a valid network contract, which may be included in the electricity supplier's contract.

An electricity sales contract is a contract between the supplier and the electricity user, concerning the electric energy required by the user. In such a case, the metering point must have a separate electricity network contract, which is concluded between the DSO and the electricity user. The electricity network contract concerns the network service needed by the electricity user.

An electricity supply contract, on the other hand, is a contract between the supplier and the electricity user, covering a service entity that includes both the retail sale of electric energy to the electricity user and the electricity network service required by electricity distribution, in which case no separate network service contract is concluded between the DSO and the customer<sup>1</sup>. The electricity supply contract always requires a contract between the supplier and the DSO in question regarding the supply of network service via the supplier.

The electricity sales or supply contract is drawn up either until further notice or for a fixed term. A fixed-term contract with a consumer customer may be concluded for a maximum of two years, binding on the consumer. If the contract is drawn up for a longer period, it may be terminated by the consumer with a two-week period of notice after two years.

Outside the supply obligation, it is also possible to draw up a specific fixed-term sales contract, the validity of which continues for a new contract period unless the contracting party notifies that they want to withdraw from it. The supplier must send the consumer a notification of the start of a new contract period at least one month before the time when the consumer can withdraw from the contract at the latest with respect to a new contract period. The consumer's right to terminate a fixed-term sales contract with a notice of two weeks, referred to in the previous section, will start when two years have passed from the start of the contract period according to the same contract. According to the terms of electricity sale, upon the expiry of a fixed-term contract drawn up for two years or longer, the signing of a new fixed-term contract requires specific consent by the consumer.

The electricity sales and supply contracts can be drawn up in writing, verbally or electronically. If either of the contracting parties (supplier or customer) so demands, the contract must be made in writing. However, a verbal contract is quite as valid as a written contract. As an exception to this is a contract concluded with a consumer by telephone at the supplier's initiative (see section **Virhe. Viitteen lähde ei löytynyt.**).

An electricity sales and supply contract and the electricity network contract may be concluded only when there is a valid connection contract for the metering point in question. In addition, the start of electricity sales also requires that there is a valid network contract, with the same customer, for the metering point and that the customer has met the obligations required in the connection contract and network contract.

After the implementation of the datahub, new network and sales contracts for a metering point are always made with the same contractual partners. When a customer concludes a new sales contract for a metering point, it requires that the network contract for that metering point is also made into the customer's name if the previous network contract was not in the name of the same customer or customers. Therefore, the supplier must clearly inform the customer when concluding a new sales contract that if the network contract for the metering point is not in the customer's name, the supplier is acting on the customer's authorization and will notify the DSO that a network contract is also being made in the customer's name for that specific metering point. It is the responsibility of the supplier to ensure they have the customer's authorization to act on their behalf in making the network contract.

A DSO cannot refuse to draw up an electricity network contract on the grounds that the customer has not paid requested security or all outstanding amounts due to the DSO with regard to the metering point in question. In certain cases, however, a DSO may refuse to start supply (to connect the electricity) to the metering point until the security or outstanding amounts to the distribution network have been paid. Such a situation may arise if in connection with supplier switch or a change of contract the supply to the metering point has been cut off due to outstanding debts concerning the network contract, if the customer does not pay the requested security during the moving or if the connection cannot be

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<sup>1</sup> Note! Technically, the electricity supply contracts in the datahub have, however, separate sales and network contracts.

transferred due to outstanding debts concerning the connection (described in further detail in section 3.2.6).

### 2.3. Handling of the personal identity code

The personal identity code is used in the electricity market in order to identify a consumer customer in an unambiguous way. It is sometimes needed, for example, to distinguish between people with the same name. In legal debt collection, the personal identity code is an absolute prerequisite. The sale of both electric energy and network services is a credit purchase. In credit purchase, the party providing credit should acquire the personal identity code when concluding the contract.

According to the Electricity Market Act, the supplier and the distribution system operator may process the personal identity code in order to identify their consumer customer in an unambiguous way. It is specifically required by law that, in order to draw up an electricity network or sales contract, the personal identity code must be requested in addition to the customer's name and contact details.

In the datahub, personal identity codes are compulsory codes identifying the consumer customers when notifying a new contract. If the customer does not have a Finnish personal identity code, the customer's date of birth must be requested.

The personal identity code must not be shared without a justifiable reason. In the exchange of information related to the electricity retail market, the supplier has a legal right to pass the personal identity code to the DSO via the datahub when drawing up a network contract on the customer's behalf. In terms of the person's data protection, it must be ensured that the personal identity code will not be accessed by unnecessary parties.

The data protection regulation imposes an extensive obligation of providing information by the controller with regard to how it processes the personal data of data subjects. The data protection regulation does not rule on the format in which the information is given to the data subject. The most recommended way of meeting the information obligation is to draw up a written privacy policy and make it available for inspection by the data subjects. The privacy policy must also state the rights of data subjects and how these rights can be exercised. The energy company can also decide for itself in which way it gives the information to the data subject in accordance with the obligation of providing information. To meet the obligation of providing information, the controller must state that the customer's personal data is shared in the datahub within the limits permitted and required by the electricity market act and other legislation. Instructions on the processing of personal data is available in Finnish Energy's [member extra](#) (only in Finnish) -> jäsenpalvelut -> lakiasiat -> Ohjeet / tietosuoja ja tietoturva.

### 2.4. Confirmation of contract

If the electricity network contract or the electricity sales or supply contracts have not been drawn up in writing, the DSO or supplier must send information about the concluded contract to the customer, including the applicable prices and other terms (confirmation notification/confirmation of contract). The confirmation of contract must be sent to a user other than the consumer without delay and within two weeks of drawing up the contract at the latest. A confirmation of contract must be sent for all distance sales contracts, including contracts concluded with the consumer by telephone, even if the consumer has accepted the offer in writing (see section **Virhe. Viitteen lähde ei löytnyt.**). The post-confirmation procedure does not remove the supplier's obligation to send the customer a confirmation of contract.

The confirmation of contract will be sent either to the address of the metering point, to another address provided by the user, or to another service channel agreed on. The address provided by the user can be, in addition to a postal address, for example, an email address or another similar unique address provided by the user. When using electronic service channels, the user must be informed of the

existence of the notification in the electronic service and of the essential content of the notification in an agreed manner, for example, by email or text message. When agreeing on the method of communication, it is important to note that according to the terms of the contract, the right to paper communication must be clearly and understandably communicated to the consumer before the sales contract is concluded. The DSO, in turn, must inform the consumer of this right with the confirmation of contract. The consumer always has the right to request that notifications in accordance with the contract terms be sent free of charge in paper form. More detailed instructions on the electronic method of communication can be found in Finnish Energy's [member extra](#) (only in Finnish) -> jäsenpalvelut -> lakiasiat -> Ohjeet / sopimukset.

Section 86 of the Electricity Market Act specifies information that must be provided to the customer before concluding the contract. This information shall be documented in the confirmation of contract in the agreed form. In addition, the contract or the confirmation of contract shall include a summary of the key contractual conditions in a prominent manner and in concise and simple language. One such key term to be included in the summary is information about the agreed method of communication with the consumer (electronic or paper).

## **Recommendation by Finnish Energy and the Consumer Ombudsman on key contract terms:**

### **Electricity sales and supply**

- The start date of the contract and supply of electricity
- Mention of the consumer's 14-day right of withdrawal, if applicable to the contract
- The name and price of the product or the pricing criteria
  - Clarification on whether the price is fixed, variable, or dynamic
  - If necessary, information on the agreed offer or discount
- The company's email address and contact details for consumer phone service
- The duration of the contract and the terms of termination, incl. applicable contract termination fee
  - It should be mentioned if it has been agreed otherwise according to SME 10.2.4 regarding the right to terminate a fixed-term contract due to the user's move-out
- Billing terms, including billing frequency, billing address/method
- The agreed notification channel for price or contract term change notifications
  - If the communication method is electronic, the method is specified, such as a known email or the company's online service channel, and a mention that the communication method can be changed to paper free of charge upon request
  - When using an electronic communication service, information is also provided on how the user will be informed of the existence of the notification in the electronic communication service
- Information on agreed additional services, if any (at least the name, price, and terms of duration/termination)

### **Network service**

- The start date of the contract and electricity distribution
- The name and price of the product or the pricing criteria
  - If necessary, information on the agreed offer or discount
- The company's email address and contact details for consumer phone service
- The duration of the contract (e.g., valid until further notice) and the terms of termination
- Billing terms, including billing frequency, billing address/method
- The agreed notification channel for price or contract term change notifications
  - If the communication method is electronic, the method is specified, such as a known email or the company's online service channel, and a mention that the communication method can be changed to paper free of charge upon request
  - When using an electronic communication service, information is also provided on how the user will be informed of the existence of the notification in the electronic communication service.

If the contract has been drawn up with the consumer in door-to-door or distance selling referred to in Chapter 6 of the Consumer Protection Act, the confirmation of contract must meet the requirements of confirmation laid down in Chapter 6, Section 13 of the Consumer Protection Act. The confirmation of contract must be delivered to the consumer within a reasonable time and before the start of the service at the latest. The confirmation of contract must be delivered in a permanent manner, and it must include all information referred to in Chapter 6, Section 9 of the Consumer Protection Act, as well as a withdrawal form and instructions unless the business has already delivered these to the consumer in a permanent manner. A permanent manner means providing information in person either in writing or electronically so that the recipient can record and reproduce the information in an unaltered format.

If no confirmation of contract is sent, the consumer is not bound by the contract.

The confirmation of contract must be sent within the above-described time limits even if the supplier does not know the definitive time of commencement of supply. In such a case, it is not possible to give

a binding time of commencement of supply to the customer in the confirmation of contract. When the time of commencement of supply is confirmed at a later date and if it differs from that presented in the confirmation of contract, this final time of commencement of supply shall be confirmed with a separate notice.

According to the Consumer Protection Act, a confirmation of contract must be delivered to the consumer before the commencement of supply. In principle, this would mean that in rapid moves the supply could not have started before the confirmation has been provided. In practice, the customer would hardly be able to rely on the invalidity of the contract if they themselves have requested a rapid move. The confirmation of contract can also be sent electronically. It is thus deemed that the confirmation has been received at the same time as it was sent. A written confirmation sent by mail is deemed to have reached its destination 7 days after sending it unless the contrary can be proven.

## **2.5. Requiring a security**

Situations where it is possible to demand a security or advance payment are specified in [the general terms of contract](#). In order to be able to request a security at a later date, verification of customer details (e.g. credit status) and the possible request for a security must always be mentioned either in the offer or when drawing up the contract. The easiest way to request a security or advance payment is in connection with drawing up the contract. In some situations, the customer's credit status cannot be checked while drawing up the contract, say, during a telephone conversation, but even then the customer must be informed of the need to verify whether a security is necessary.

If it transpires that it is necessary to obtain a security, the customer must be contacted. In such a case, the customer is entitled to decline to draw up a new contract as they will be under a new obligation in comparison with the previous conversation regarding the contract.

It is recommended to draw up the security demand in writing (e.g. a bill or disconnection warning).

## **2.6. Concluding a new network contract in supplier switches**

If the customer has had a previous electricity supply contract, the customer must also conclude a new network contract when concluding a new sales contract. In practice, the contract is concluded at the same time when the customer concludes the first separate sales contract. When switching the supplier, the new supplier shall terminate the current contract authorised by the customer and conclude the network contract with the DSO on behalf of the customer. When the new supplier notifies of the new sales contract via the datahub, the DSO will have an evidentiary document on the conclusion of a new sales contract and network contract.

Note! It must be noted that, in the datahub, for technical reasons a separate network contract is drawn up in the background also with respect to supply contracts. This will therefore have to be confirmed in the datahub also when the customer draws up a new electricity supply contract. However, a confirmation of contract on a network contract must not be sent to the customer who has drawn up the electricity supply contract, but only the supplier's confirmation of electricity supply.

According to the terms of contract, the confirmation of contract is sent to the address of the metering point, to another address provided by the user, or to another service channel agreed on (see more details in section 2.4). In the customer details in the datahub, the customer's postal address that the customer has provided as their own contact address<sup>2</sup> shall be stated. The DSO sends the confirmation of

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<sup>2</sup>Maintaining contact information of large business customers in datahub may be challenging, as for large business customers operating in many locations, the customer's address maintained as customer information is typically the

contract on the new network contract to this postal address of the customer, unless DSO uses electronic communication channels (see more details in section 2.4).

When concluding a new electricity network contract, the DSO must ensure that customers are treated equally. This means that the DSO must conclude the contracts with the customer at a price corresponding to the electricity supply price previously used by the customer even when the contract has to be drawn up separately, requiring the termination of the old supply contract. Naturally, the customer may change the network product at a later date.

With respect to network service products and supply contracts to be set as discontinued, the DSO must have a plan regarding the actual method and schedule of terminating the application of products that will be discontinued. If there is no such plan, the DSO may not refuse to allow the customer to carry on using a network service product that corresponds to the discontinued network service product or supply contract in connection with supplier switching.

According to the general terms of contract, the supplier and the DSO are entitled to change the contract terms and prices if there is a special reason for it, e.g. a revision of outdated contractual or pricing arrangements. This section of the terms has been drawn up in order to make sure that the termination of a discontinued product is possible according to the contract terms.

If the customer has already had an electricity network contract before concluding the new sales contract, the old contract will continue regardless of the new sales contract. The DSO will receive information via the datahub on the new supplier for the metering point.

## **2.7. Changes in tax category**

The customer must notify the DSO if electricity pertaining to other than tax category I is supplied to the metering point. It is recommended that the DSO asks the customer for a written assurance of belonging to tax category II or 0. The DSO shall also agree with the customer on any necessary metering arrangements.

If the customer notifies the supplier upon signing the contract that the electricity must be supplied in accordance with other than tax category I or if they ask the supplier for a change to the tax category during the validity of the contract, the supplier shall either

- a) advise the customer to contact the DSO in order to agree on supply in accordance with tax category other than category I, or
- b) submit the information at the customer's request to the DSO with the datahub update request on the metering point data or in the notification of a new contract. When doing so, the supplier shall tell the customer that the supply of electricity that pertains to tax category other than category I or the change of tax category requires measures by the DSO, and the DSO will contact the customer, e.g. to request a written assurance. The DSO is the only party that can make the actual update of the tax category data in the datahub.

## **2.8. Counter-offers**

In a competitive market, suppliers are allowed to make counter-offers to customers. In relation to counter-offers, it is important to ensure that the secrecy and confidentiality obligations laid down in the Electricity Market Act are not breached.

It is important that confidential information is only handled by authorised persons. For reasons of cost-effectiveness, many companies have a shared customer service function. Due to shared information

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official address of the company (e.g. head office). On the other hand, the billing address (maintained as contract information) is often the postal address of different offices, where confirmations of contract are also desired. Suppliers and DSOs shall pay particular attention to the maintenance of this data in the datahub.

systems and customer services, it is possible that electricity suppliers with an obligation to supply may be able to access information pertaining to the DSO. It is punishable by law for the DSO's responsible persons to submit confidential information to be used for sales purposes. It must be noted that the supplier itself must not use this kind of information for its own benefit or to the detriment of another supplier in its own operations. Information referred to in the relevant law includes, for example, cases where the previous supplier gains knowledge of the new supplier with whom the customer has drawn up a contract.

When making counter-offers, there have been situations where the customer has not been aware of the fact that their supplier is changing or who their new supplier is. In these situations, the supplier may ask the customer to check the details of the new supplier from the datahub customer portal to which the customer can log in from Fingrid's website using the Suomi.fi identification service.

In terms of confidentiality, the situation becomes problematic in companies where the network and sales share the same customer service function. Within the confidentiality obligations, the old supplier must in this situation advise the customer to ask the DSO who the new supplier is. However, based on the above description, the customer service advisor in the role of DSO could find out the name of the new supplier at the customer's request. This can only be done in situations where the customer does not know their new supplier and the matter cannot be settled in any other way or it causes the customer unreasonable inconvenience. Viewing the data requires the customer's authorisation. In a service situation, it can be, e.g. mentioned that this information is not found in the sales contract, but the matter can be checked from the network contract if the customer so wishes. In order to avoid ambiguity at a later date, it is advisable to record telephone calls in that regard.

## **2.9. Period with no valid contract**

If there is no valid sales or electricity supply contract at the metering point with any electricity supplier, this is called a period with no valid contract. If this kind of a situation arises for reasons other than those caused by the supplier, the DSO must disconnect the supply to the metering point in question<sup>3</sup>. The DSO must ensure that the procedures are the same regardless of the electricity suppliers. To ensure good customer service, before the electricity supply is disconnected, the DSO can still be in contact with the customer or connecting party and explain to them the reason for disconnection.

Without an amendment to legislation, a default supplier cannot be imposed in a situation where there is no contract in force. This is because a sales contract relationship requires a contract. Without binding legislation, the customer cannot be forced to enter into a customer relationship with any company or it cannot even be assumed that they want to do so. An industry recommendation cannot oblige the customer to act in a certain way even if the principle of a default supplier is deemed to be in the interests of the customer.

The DSO must reconnect the electricity to a metering point with no valid contract equally quickly and on the same terms and using the same fees, regardless of the electricity supplier with whom the customer will conclude the electricity sales contract and network contract. Correspondingly, if it is the customer's first contract to a certain metering point, the contract must be made effective equally quickly and on the same terms regardless of the electricity supplier.

Even if there is only one supplier with an obligation to supply operating in the DSO's area, it does not mean that it would automatically sell electricity to customers who do not have a valid contract. The supplier's obligation to supply concerns only a situation where the customer specifically wants to draw up a contract with the supplier with an obligation to supply.

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<sup>3</sup> See also the note in the text box.

Note! According to section 102 of the Electricity Market Act, the distribution system operator shall not interrupt the supply of electricity due to reasons originating from the supplier until the DSO has informed the final customer of the interruption and the reason therefor.

The DSO shall ensure that a consumer connected to the distribution network is supplied with electricity for at least three weeks after the end of the supplier's supply and the sending of the notification. If the consumer has not concluded a new electricity sales contract within this period, the DSO must take care of the delivery until the Energy Authority has, by its decision, transferred the responsibility for the consumer's electricity supply to the supplier with the obligation to supply.

The user shall reimburse the DSO for reasonable costs incurred in electricity supply. If the consumer and the DSO do not agree on compensation, the Energy Authority will determine the amount of compensation.

According to the Energy Authority's interpretation, section 102 of the Electricity Market Act applies in all situations where the end-user's electricity supply ends due to reasons originating from the supplier. Therefore, this provision applies not only in cases of the supplier's bankruptcy or termination of activities but also in individual cases where the supplier terminates the contract in accordance with the contract terms on its initiative. The procedure under section 102 does not, however, apply to individual cases under section 103, where the electricity supply is interrupted due to reasons originating from the end-user (e.g., the supplier has terminated the contract due to the end-user's substantial default in payment or other material breach of contractual obligations).

In order for the DSO to know which individual contract terminations section 102 applies to, the supplier must notify the DSO in these contract termination situations with the datahub event using the reason code, which indicates that the supply ends due to reasons originating from the supplier. The DSO shall ensure that the termination message sent by the supplier does not lead to a normal disconnection process. At the time of writing this guideline, the technical implementation of information exchange between markets parties has not yet been defined in more detail. A more detailed process description of the information exchange between the parties is attached to this document as Appendix 2.

## 3. CONTRACT PROCESSES IN THE RETAIL MARKET

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### 3.1. Supplier switching

The start and end of sales must always be based on the procedure described in the datahub instructions.

#### 3.1.1. Identifying the metering point ID

When concluding a contract, the supplier will need the customer's metering point ID. GSRN codes created and maintained by the DSO are used as the metering point IDs. The supplier gets the metering point IDs from the datahub (DH-131). The DSO must notify and maintain its up-to-date metering point data in the datahub.

In those individual exceptions where the data cannot be easily found<sup>4</sup> in the datahub (e.g. metering points that cannot be identified in an unambiguous way with the data in the datahub), it must be ensured that the DSO has a mailbox for this purpose and for other urgent communications, the regular reading of which is ensured (see section 1.3 of the instructions). In such a case, the supplier may request the metering point ID on the basis of the customer's name, address and other available data. The DSO must respond to this kind of enquiry concerning the metering point ID without delay, however, on the next working day at the latest.

The supplier and DSO must generally use the term 'metering point ID' in all of their customer communications. The metering point ID must also always be entered on the user's bill.

#### 3.1.2. Supplier's notice of a new contract

After concluding a new sales contract with the customer, a new supplier<sup>5</sup> notifies the matter to the datahub (DH-311). The notice must be made 90 days at the earliest and 14 days at the latest before the proposed start of supply. If the user's metering point requires metering changes to be made on site, the notice must be received at least 21 days before the start of the contract. The contracts are always valid for full 24-hour periods.

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<sup>4</sup> In addition to the address or part of an address, the metering point ID can be searched with other search terms. The supplier can ask the customer to find out the meter number if the customer has access to the meter. In addition to the meter number, the search terms may include the metering point type (consumption, production), sub-type (normal, property accounting point, production unit's own consumption) or related metering point code. If the metering point is not found despite the data and search terms available, it is worth expanding the address search by using, for example, the street name and postcode or town only.

<sup>5</sup> A new supplier can also be the current supplier of the metering point, with whom the customer draws up a new contract. The new contract identification, validity data and other data must be updated in the datahub. However, in such a case, it is not required to comply with the 14-day minimum notification period, but a contract can be notified for the current day.

For example, if the period of notice for the contract is 14 days and the notice of termination of the contract is given on 1 April, the contract will end in 14 days' time, i.e. on 15 April. Therefore, the first day when the contract is no longer valid is 16 April and this is the day when the new contract may start. In the example, the new supplier's notification should be made in the datahub by 1 April at the latest.

Note! In the datahub, all timestamps are presented in UTC time. When notifying the moment in the datahub, the moment of ending is the moment when the contract is no longer valid. Thus, for example, the date of termination given is the first moment when the contract is no longer valid. I.e. if it is agreed with the customer that the contract will end, for example, on 10 March, the end date informed to the datahub shall be 11 March at 00:00 (official Finnish time), in which case the agreed 10 March will be the last day of validity.

The above end time of the contract in UTC time is 10 March at 22.00.

In addition, it should be noted that in the datahub events the timestamps are presented according to the time, but in the interface according to the date. I.e. the above-described end time is shown as follows:

- In the datahub event: 10 March at 22.00 (UTC)
- In the interface: 11.3.

If there is no impediment for starting the contract, the datahub will accept the supplier's notice and determines the information on the reason for concluding the contract on the basis of the customer data for the metering point in the datahub, and the reason data will be returned to the supplier in the acknowledgement of the notice.

The supplier must check without delay whether the data concerning the contractual relationship in the acknowledgement notice corresponds to what has been agreed with the customer. The supplier must find out and rectify any ambiguities related to the conclusion of the contract and the start of open supply as soon as possible. By doing so, the supplier must rule out the possibility of an error that the contract is being drawn up for the wrong metering point or a fixed-term contract is being terminated incorrectly, which may result in a sanction for the customer in accordance with the contract<sup>6</sup>. The supplier can carry this out, for example, by comparing the reason for drawing up the contract with the reason returned by the datahub. There may be an error if the new contract has been drawn up as supplier switch and the datahub returns the data with the reason of moving house. The start of supply to the wrong metering point causes a lot of extra work. It is the supplier's responsibility to make sure that the contract is drawn up for the correct metering point. This careful inspection is emphasised especially in situations where a contract that has been drawn up with the customer much earlier than at the time of notification is notified to the datahub<sup>7</sup>. If the reason code of the datahub event does not match the information the supplier has had, the supplier must check the customer's address information and other customer details. The supplier's notification of a new contract may have updated customer information. If the supplier cancels the contract due to this returned conflicting reason code,

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<sup>6</sup> The moving out event might be misused, especially concerning fixed-term contracts, where the customer terminates an existing fixed-term contract due to moving out and enters into a new contract with a different supplier for the same metering point as a move-in. In these situations, datahub returns an acknowledgement with the reason code "move", even though in reality it is a change of supplier.

<sup>7</sup> A typical example with a risk of errors is a situation where a contract is drawn up with the customer to start after 90 days, and this is notified later in Datahub within the time limits (90 days at the earliest). In these situations, the customer may have already moved out of the metering point without remembering to notify it to the supplier. [Note! The supply of electricity under the contract made with a consumer may start later than 90 days of the conclusion of the contract only if the contract has been concluded on consumer's own initiative.] In such a case, the supplier's notification to Datahub is incorrect and the checking of the reason code is extremely important in order to rule out an error.

the cancellation of the contract does not correct the incorrect customer information. Customer details must be corrected before cancelling the contract. For more information, see the datahub instructions.

If the current supplier has a valid fixed-term sales contract for the metering point in question or the sales contract cannot be terminated at the proposed date for other reasons due to the terms of contract (e.g. deviating term of notice), the datahub shall notify to the supplier that the supplier switch is not possible at the proposed time. In addition, the date of expiry of the current fixed-term contract is notified to the supplier if it is within 90 days of retrieving the data or the first possible start date of the new contract with regard to the contracts that have a deviating term of notice.

If there is an impediment to consumer's supplier switching, the contract becomes void. The supplier must immediately notify the consumer that the contract has become void.

### ***Concurrent supplier switch notices from different suppliers***

In a situation where the same customer concludes several concurrent and fixed-term sales contracts for the same metering point, the contract that was first notified to the datahub shall be complied with. If the customer in this kind of a situation firmly believes that they have not concluded the contract that was first notified to the datahub, the contract that the customer deems to have concluded shall be complied with. Unclear situations such as these must be resolved between the customer and the suppliers in question complying with the datahub instructions in the exchange of information. In these situations, the customer must be aware that they may have to pay a contract termination fee or damages to the first supplier.

### ***Supplier switch in less than 14 days to avoid disconnection***

From time to time, there are situations where the customer's contract is terminating soon (the supplier has already sent the termination message) and the new supplier needs to bring the new contract into effect in less than 14 days in order to avoid unnecessary disconnection of the customer. This has been made possible in the datahub processes. If the metering point is in the datahub without a supplier, the new supplier can notify the new contract for the current day. If the metering point is being left without a supplier, the new supplier can notify the new contract for the first day without a supplier.

### **3.1.3. DSO's confirmation of a new network contract**

If necessary, the DSO shall confirm to the datahub a new network contract within two working days of notifying of a new sales contract (DH-312). The datahub will conclude from the data in the supplier's notification and the current customer and contract situation of the metering point whether a new network contract is needed.

In the event of moving in, a new network contract is always drawn up for the datahub. The new network contract is drawn up for the datahub even if the supplier and customer had drawn up an electricity supply contract. Therefore, the supplier must always notify to the datahub if it is a question of an electricity supply contract so that the DSO knows not to send to the customer a confirmation of contract concerning the network contract when it receives the data for a new contract from the datahub.

In the event of a change of supplier or contract, a new network contract is needed in situations where the existing network contract for the metering point has been drawn up for a different customer than the future sales contract.

In the datahub, the network contract will always need to be confirmed when the electricity supply contract changes into separate sales and network contracts or, vice versa, the sales contract into a supply contract.

After the datahub has been taken into use, the network contract and the sales contract for the metering point are always drawn up for the same contracting parties.

## 3.2. Customer's move

The customer can manage the contractual actions related to a house move with just one party. The customer's move is primarily managed by the supplier selected by the customer for the metering point they are moving into.

The move situation is dealt with as quickly as possible by all parties. This means at least as quickly as in supplier switching, but preferably even faster.

### 3.2.1. Customer's move in

After concluding a new sales contract with a customer who is moving to a new metering point, the supplier shall report the contract to the datahub before the move takes place in the same way as in a supplier switch described above in section 3.1.2 (DH-311). Unlike with the supplier switch, a move in can be notified for the current day. If the move takes place with a short period of notice, instructions in section 3.2.4 must also be taken into account. The supplier must find out the metering point ID of the place where the customer is moving to before sending the notification. Finding out the metering point ID is described in further detail in section 3.1.1.

Any contracts that may be valid at the metering point will be terminated at the time stated in the notification. The current supplier of the metering point where the customer is moving into may not refuse to terminate the previous customer's contract at the metering point where the customer is moving into.

The datahub will confirm the start of electricity supply to the new metering point to the new supplier in the way described above.

#### ***Notifying customer's postal and billing address in connection with a move***

In addition to the address of the customer's metering point, the customer's postal and billing addresses are also maintained in the datahub. If the supplier knows the correct billing and/or postal address when notifying of the move in, these must be notified to the DSO via the datahub. In datahub, billing address refers to any postal address provided for the sales contract. In addition, it is possible to provide an e-invoice, e-mail invoice or mobile invoice address to datahub.

When the supplier notifies the customer's move in, the supplier must submit the customer's current (at the time of creating the event) postal address or another address provided by the user for sending the confirmation of contract and, after the address has changed, notify it to the datahub in accordance with the datahub instructions. The datahub will pass the information about the change of postal or another agreed address to the DSO and to all other parties who have the right to the information. The supplier shall ensure that in move situations it will pass the correct and sufficient information to the DSO for the purpose of sending confirmations of contract and bills, taking account of the time of the customer's move.

Recommendation! If the customer notifies the supplier in connection with drawing up a new contract that they require an invoicing reference in order to monitor invoicing, the supplier must notify this to the datahub for information for the DSO.

Correspondingly, if the customer contacts the DSO during the move in order to notify their new contact details, the DSO must notify the update of the customer and/or network contract data to the datahub in accordance with the datahub instructions. It is important to take into account the updating responsibilities and data model of the datahub in the process. The postal address is customer-specific data, but the billing address is contract-specific data. If the customer contacts the DSO and notifies of a change of billing address, the data on the change of billing address for the network contract will be passed to the supplier via the datahub. The supplier must decide for themselves how it will react to the data it has received, i.e. whether it will also change the billing address of the sales contract directly or

whether it will contact the customer first. In addition, the DSO must instruct the customer to notify the billing address of their choice separately to the supplier.

The changing of the customer's billing address in the middle of the contract period is dealt with in section 4.7.

### ***Procedure with an unmetered metering point***

Unmetered metering points are notified to the datahub with the status "under construction". It is possible to draw up contracts for a metering point as soon as its data is found in the datahub. However, the supply for a metering point under construction will not start until the DSO has changed the status of the metering point into "connected" after metering. In these situations, the connection notification made by the DSO will automatically change the entry into force of the sales and network contracts valid on the day of connection in the datahub to correspond with the day of connection. The supplier will receive a notification on the updating of the metering data and the connection, and on the basis of this notification the supplier must update the date of entry into force of the contract to the connection date in its own system.

### **3.2.2. Customer's move out**

After concluding a new sales contract with a customer who is moving out of the current metering point, the new supplier may notify the termination of the contract at the current metering point to the datahub (DH-332) before the move at the earliest for the current day and up to 90 days ahead. The DSO of the metering point from where the customer is moving out will receive information from the datahub, on the basis of which the DSO can terminate its contract and send the final bill to the customer. Similarly, the current supplier of the metering point will be informed by the datahub of the move out of its customer when the DSO notifies the move out to the respective metering point.

If the customer notifies of their move out to their own supplier, the current supplier shall notify of the move out to the datahub with the DH-331-1 event with the above-described time limits.

If the customer notifies the DSO of a move out, the DSO must notify the datahub of it with immediate effect (DH-333-1), and the datahub will notify the supplier of the metering point of the move out (DH-333-2). The customer's current supplier must then notify the datahub of the move out with regard to their own sales contract (DH-331-1).

**Tip!** The information about the termination of a customer's contract as a result of moving out may come either from the supplier of the new customer moving in to the metering point or from the new supplier of the customer moving out. In order to be able to minimise error situations caused by the customer's insufficient or incorrect address data, where the contract is terminating for the incorrect metering point, the DSOs and suppliers may consider sending a notification of the termination of contract to the customer who is moving out. Incorrect moves result in unnecessary work and diminish the customer experience and, at worst, they can result in the damage of property if the termination of contract results in the disconnection of electricity supply.

According to ET's interpretation, the notification of termination of contract may also be in electronic format, e.g. a text message or email. If the communication only concerns the management of rights and obligations related to the customer relationship (for example, provision of information concerning energy supply or outages or, in this case, the termination of contract) and it does not include marketing material, it is regarded as customer communications. The right to deny electronic direct marketing by virtue of data protection legislation is not applied to customer communications.

Termination notifications may be introduced only for personal customers (consumers) with whom it is easier to implement and for whom an incorrect move may result in major inconvenience. A termination notification can be implemented, for example, with an informative text message thanking for their custom. The text message can be, for example, sent to the personal customer whose metering point has received information about moving out on the previous day. The message content can be edited with respect to different customer groups, for example, depending on whether the customer is included in their own or the supplier's invoicing.

### ***Transmitting the final billing address from the supplier to the DSO***

If the customer provides the supplier with an address for sending the final bill when moving out, the supplier must also transmit this address to the DSO in accordance with the datahub instructions. If the address is not transmitted to the DSO, the customer may incur extra collection charges when the bill has not reached the customer. This situation must be managed to avoid unnecessary collection charges to the customer due to a breakdown in communication between the supplier and DSO.

### ***Processing of contracts drawn up for a different name in house moves***

For the time being, there may still be contract situations in the sector where longstanding sales and network contracts have been drawn up for different customers. For example, the supplier's customer is Customer A and the DSO's customer is Customer B. The datahub will transmit the move out notified by the supplier (Customer A) to the DSO as a move out. The DSO cannot conclude on the basis of the notification whether the move concerns both customers or whether only the supplier's Customer A is moving out, but Customer B should continue as the DSO's customer.

In these situations, the DSO shall process the move message in the normal way. Upon the termination of a sales contract, the metering point will remain without a contract if a new sales contract is not notified for the metering point. If the DSO's customer (Customer B) remains at the metering point, they must draw up a new sales contract with a supplier to ensure that the power will not be disconnected as a result of no contract. If the customer has not drawn up a new sales contract, the DSO will act in the same way as in a normal situation without a contract (see section 2.10).

### **3.2.3. Time limits of moves**

In accordance with the contract terms, the customer must draw up and terminate the contracts at least 14 days in advance. This also applies to moves. Therefore, the parties should actively communicate to

their customers that house moves must be reported two weeks before the date of move in order to minimise accelerated contract amendments.

However, it has been agreed in the industry that moves can be managed with a faster schedule, if necessary. Nevertheless, as a rule, retrospective moves are not possible, except in certain bankruptcy situations. Bankruptcy situations are discussed in more detail in section **Virhe. Viitteen lähde ei löytynyt.**

The supplier must always check the actual date of move with the customer in order to avoid confusion.

The time limit for the earliest possible time of sending the notice concerning the start or end of open supply, as referred to in the decree on the exchange of information, also applies to house moves. Therefore, a notice of move can be sent 90 days prior to the move at the earliest.

In terms of house moves, the decree on the exchange of information states that in moving situations it is possible to act faster than the set time limits.

#### **3.2.4. Moves taking place at short notice**

Moves taking place on the same or the next day should be avoided in order to ensure better customer experience and to avoid any ambiguities in the management of connection and disconnection situations with the metering points. However, this is not always possible due to a late arrival of a customer's notification. In these so-called rapid moves, it is important to verify the metering point's connection status and any connection fees and to communicate clearly with the customer with regard to the matter.

In rapid moves, the supplier must check the connection status of the metering point from the datahub. If the metering point is disconnected, the supplier must ensure from the connection time schedule of the Datahub Palvelut portal whether connection is possible at the proposed time and how much it costs. The supplier notifies the customer of any costs incurred from the connection according to the DSO's price list. The supplier shall also notify the customer if the connection cannot be carried out at the preferred time. Based on this information, the supplier will agree with their customer on the connection day chosen by the customer. The DSO shall ensure that the information it reports to the Datahub Palvelut portal is correct, unambiguous and up-to-date. The DSO shall ensure that the data it has notified to the datahub is correct, also in the more uncommon situations where there have been some delays in updating the connection status data due to a manual disconnection/connection process. The supplier must be able to trust the data in the datahub with regard to the connection status of the metering point. If in rare, exceptional situations the data in the datahub does not correspond to the actual connection status due to a delay in updating the DSO's data, the DSO cannot charge the instant connection fees.

The supplier must ensure that it has successfully notified of the move to the datahub without delay after it has agreed with the customer on the connection time and the applicable fees.

The DSO shall be responsible for ensuring that the electricity at the metering point is switched on at the time specified by the supplier. Electricity should be switched on within 24 hours if the customer so wishes. The DSO may charge the customer an instant connecting fee according to the DSO's price list for a connection carried out at a short notice. The supplier is responsible for informing the customer of any instant connecting fees. The DSO will bill the supplier only if the supplier has specifically asked to send the bill to itself.

When the DSO is notified that a new customer is moving into a metering point, the DSO must ensure that information about the move will also be transmitted without delay to those carrying out the previously notified disconnection. Smooth and direct internal exchange of information by the DSO is important to avoid disconnecting the power supply of the customer moving into the metering point after the supplier has already confirmed that the electricity at the metering point is switched on.

If the connection is technically not possible within the proposed schedule, the DSO is obliged to take care of customer communications if the connection process that has already been agreed is delayed.

### 3.2.5. Retrospective moves

As a rule, retroactive moves are not made. However, if there is a special need for this, the matter must be agreed separately between the different parties. However, the parties are generally not obliged to agree to a retroactive move except in bankruptcy situations. An exception applies in bankruptcy situations, in which case the parties must agree to a retrospective move. Bankruptcy situations are discussed in more detail in section **Virhe. Viitteen lähde ei löytnyt.**

In addition to the bankruptcy retrospective moves usually take place in the following situations:

- the move has originally taken place to the wrong metering point and it is corrected later after the error becomes apparent
- the old customer of the metering point has forgotten to give notice of termination of its contract and the new customer has forgotten to draw up a new contract
- the customer has drawn up a contract for the new home with the supplier on time, but the supplier has not sent the notice of move until after the moving day
- the company has ceased operations and a new company has continued the operations, information about this has been notified to the electricity supplier and/or the DSO retrospectively, in which case it is necessary to implement a retrospective move to the new company.
- the customer has been declared bankrupt and a new contract must be notified to the datahub in the name of the bankruptcy estate.

In situations other than bankruptcy a move can be implemented retrospectively only when the current supplier to the metering point has accepted the new supplier's proposal on a retrospective start to the contract and both customers have accepted this. Retrospective moves are managed in accordance with the datahub instructions either with datahub events or in some cases<sup>8</sup> with the help of a datahub operator.

### 3.2.6. Disconnection of electricity at the metering point the customer is moving out of

The DSOs must ensure that a metering point that has no valid contract is disconnected. The contracts are valid for full 24-hour periods, and therefore electricity must not be disconnected until after 24.00 hours on the last day of the contract. To ensure good customer service, before the electricity supply is disconnected, the DSO can still be in contact with the customer or connecting party and explain to them the reason for disconnection, if possible.

If no disconnection is made, the DSO is always responsible for any supply during the intermediate period after the previous customer's contract has ended and before the new customer's contract has started. Supply to the metering point cannot be transferred to the supplier with the supply obligation or to another supplier without the customer's agreement.

In accordance with the terms of network service, the DSO need not start supply to a connection transferring to a new owner in connection with a purchase of the property before the receivables pertaining to the connection have been paid. Based on this, the DSO may therefore disconnect the electricity at the metering point in question when the previous owner's contracts are terminated. If this has not been done and the new contract (including electricity supply) has already started, the metering

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<sup>8</sup> The datahub operator must do a retrospective correction in situations where there have been more than one sales contracts during the validity of a retrospective contract notification.

point can no longer be disconnected on the basis of this conditional clause. The customer must be informed in advance that the supply cannot be started unless the payment of arrears has been agreed on. Disconnection can be carried out on the following day if it has been clearly explained to the customer in advance that the supply will be terminated. This procedure requires that the DSO actively monitors its own connections.

### **3.2.7. Safe connection of electricity during house moves**

In terms of responsibilities, the procedure in electricity connections during house moves is the same as in any other connection situation. The customer is always responsible for the use and maintenance of electrical appliances.

It is the supplier's task to report to the datahub the preferred day of connecting electricity to the metering point. After that, if necessary, the DSO will agree with the customer on safe connection in further detail in compliance with its own company's procedures.

Some DSOs always require that the customer is present at the site or at least in contact with the DSO during the remote connection situation. Some, on the other hand, connect the electricity without separate contact. The DSO is not obliged to be in contact with the customer before connecting the electricity during a house move, but it is recommended in the name of good customer service. The DSO will receive the customer's contact details from the datahub.

Efforts should be made to avoid sending customers back and forth between various parties in house move situations. After the customer has contacted their supplier and agreed on a moving date, and the supplier has forwarded this information to the DSO via the datahub, the safe management of the connection becomes the responsibility of the DSO.

It is recommended that the suppliers primarily request the customer's mobile phone number when drawing up the contract and tell the customer that it is used in case it is necessary to contact the customer urgently for some reason. This kind of a situation may be, for example, to ensure safe connection of electricity. The DSO must distribute information about safe connection and electrical safety in general to the customer, e.g. on their website and in other customer communication.

For safe and flexible remote connection from the customer's point of view, it is important that the suppliers will also pay attention to providing sufficient and clear advice to the customer. The supplier plays a key role because in the moving situation the customer is basically in contact with their electricity supplier only. In moving situations, the suppliers should tell the customer the following matters on connection:

If it is necessary to connect the electricity, it is carried out by the local DSO (it is advisable to tell which DSO this is in the customer's case). If necessary, the DSO contacts the customer to ensure safe connection. The supplier must ask for the customer's contact details (mobile phone number) to forward to the DSO.

If the customer does not want to give their mobile phone number to the supplier, the supplier must tell them that the DSO will connect the electricity to the customer according to their own principles, and the customer will not necessarily be told about the connection in advance.

For successful and safe remote connection of electricity, it should be ensured that the main switch of all electrical appliances, e.g. the refrigerator, is switched off or their electrical lead is disconnected from the mains during connection, and that there are no items left on the cooker.

A transfer of connection in a property purchase. The supplier should ask the customer whether it is a question of a property purchase and, if so, request the customer to contact the DSO in relation to the transfer of the connection. The customer and the supplier are not always necessarily in direct contact with one another when drawing up a new contract. Therefore, it is advisable to inform the customer of the transfer of the connection also in the supplier's online service and on their contract forms. As stated

above, the supplier will not necessarily be aware of a property purchase. If, in such a case, the DSO starts to suspect that the connection should be transferred, the DSO must contact the customer to clarify the matter.

The DSO may contact the customer in many different ways. The simplest way to contact the customer is probably by text message. This requires that the DSO will receive the customer's mobile number from the datahub. It is also possible to reach a similar service level in other ways. For example, the customer can acknowledge connection in the DSO's online service after logging in to the service with their banking codes or with another strong authentication method or the customer can acknowledge connection on the meter if this is technically possible.

Two examples of the DSO's contacting and connection process are presented in the following.

#### Example 1 – active acknowledgement

1. The customer receives a sufficient amount of advance information about safe connection through various channels
2. The DSO receives the customer's mobile phone number from the datahub in connection with the moving information
3. The DSO generates a text message about the future connection and ensuring of safety and sends it to the customer, also requesting an acknowledgement of the receipt of the message
4. The customer acknowledges the message with a response text message free of charge
5. The electricity is connected

It is important that the DSO tells the customer in the text message referred to in section 3 about the need for an acknowledgement, the time of connection, and what will happen if the customer does not acknowledge the message (e.g. electricity is connected automatically or it will not be connected until the customer contacts the DSO).

#### Example 2 – passive acknowledgement

1. The customer receives a sufficient amount of advance information about safe connection through various channels
2. The DSO receives the customer's mobile phone number from the datahub in connection with the moving information
3. The DSO generates an automatic text message about the future connection and safeguarding of safety and sends it to the customer, explaining that it will not expect the customer's acknowledgement as the electricity will be connected at the specified time unless the customer contacts them and agrees on another connection time
4. The electricity is connected

It is important that the DSO tells the customer in the text message referred to in section 3 that electricity will be connected automatically at the specified time unless the customer contacts the DSO in order to arrange another connection time.

### **3.2.8. Intersecting notifications on moves**

The moving out of the current resident of a metering point and the moving in of the new resident do not necessarily take place at the same time, but in practice there may unavoidably be situations where the customer who is moving out notifies their current supplier of an earlier moving-out date than the customer moving in notifies their own supplier. This justifiably results in a period with no contract between the two contracts. Correspondingly, in connection with moving, a situation may arise where

the supplier and the DSO have deviating information about the customer's moving-out date, for example, when the customer has notified a different day for their moving out separately to the supplier and to the DSO of the metering point.

The processing rules defined for datahub at the intersections of the processes notified to the datahub are described (in Finnish) in the document "[Risteävät prosessit](#)", (Intersecting processes) published by Fingrid Datahub.

### 3.3. Contract cancellations

All customers have a right to notify in accordance with the Electricity Market Act when the contract has been drawn up in any other way than in writing. Moreover, consumer customers may withdraw from the contract by virtue of the Consumer Protection Act and the provisions on distance and door-to-door sales. It is strictly necessary to mention these rights in the confirmation of contract.

**Finnish Energy and the Consumer Ombudsman recommend the following model texts when informing about these rights:**

#### **Notifying about the contract**

This contract confirmation contains the terms of your electricity sales/electricity network contract. Check that the information in the contract confirmation is correct. If the information is correct, you do not need to do anything. The contract will then be valid with the information stated in the confirmation. If you notice that the information differs from what you agreed with the supplier/distribution system operator, you can notify the supplier/distribution system operator within three weeks from the date the contract confirmation was sent. During the period between making the contract and the notification, the terms of the contract as stated in the confirmation generally apply. In case of a dispute, the supplier/distribution system operator has the burden of proof to show that the information in the contract confirmation is correct. If your contract was made by phone and you accepted the contract in writing after the phone conversation (for example, by text message), you do not have the right to notify. As a consumer, you still have a 14-day right of withdrawal.

#### **Consumer's 14-day right of withdrawal**

If you made the contract through distance selling (for example, by phone or online) or home sales, you can withdraw from the contract within 14 days of making the contract. You do not need to provide a reason for the withdrawal. You can withdraw from the contract, for example, using the withdrawal form, which you can find below in this contract confirmation. Also, follow the instructions below for the withdrawal.

**Note! Notifying about the contract and the right of withdrawal are different actions, subject to different deadlines.**

#### 3.3.1. Right of notify

A comment period of at least three weeks is prescribed for the customer in section 88 of the Electricity Market Act. This period is calculated from the date of sending the confirmation of contract to the customer. During this period, the customer must notify if they think that the terms referred to or clarified in the confirmation of contract do not correspond with the terms of the sales contract drawn up. By virtue of the Electricity Market Act and the terms of contract, the customer is entitled to notify about the contents of the confirmation of contract regardless of whether or not they are a consumer. The right of comment has been recorded in the general terms of contract.

According to the Electricity Market Act, the customer has the right of notify with regard to anomalies in the terms, but they do not have an unconditional right to withdraw from the contract. In some cases,

the right of notify has been wrongly interpreted so that the customer could withdraw from their contract during that period. The customer may wish to revoke the contract if the supplier will not amend the contract to comply with their complaint. There must always be a reason to revoke the contract, contrary to withdrawal.

With regard to consumers, it is important to note that according to Section 88(5) of the Electricity Market Act, the consumer does not have the right to notify if the contract has been concluded in accordance with the post-confirmation procedure described in section 2.1.

### **3.3.2. Right to withdraw from distance or door-to-door sales**

It is a case of distance selling when the contract is drawn up by means of distance communication, such as telephone, internet, email or by other means, and where the contract is drawn up without both of the parties being present at the same time. In electricity contracts, in practice, these kinds of contracts include all contracts with the exception of contracts drawn up face to face with the electricity company's representative in the company's premises.

Door-to-door selling, on the other hand, means face-to-face sales elsewhere than in the supplier's premises. Despite its name, door-to-door selling need not take place only at the consumer's home. The premises may be a fixed or a mobile point of sale. With respect to a mobile point of sale, it is interpreted whether the selling is ordinary and seasonal or incidental and short-term. The latter is door-to-door selling, the former is not. The definition of door-to-door selling follows the guidelines of the Consumer Protection Act and the Finnish Competition and Consumer Authority.

In distance and door-to-door sale contract concluded by virtue of Chapter 6, section 14 of the Consumer Protection Act, the consumer (=a natural person) is entitled to withdraw from the contract within 14 days of concluding the contract. By virtue of Chapter 12, section 1e of the Act concerning the calculation of time limits, the day on which the contract or other similar measure was concluded and from which the time limit begins shall not be taken into account when calculating the time limits by virtue of the Act. If the last day of the time limit falls on a public holiday, Independence Day, May Day, Christmas Eve, Midsummer Eve or an ordinary Saturday, the measure that is to be concluded within the time limit may be carried out on the first working day after that.

The consumer has the above-mentioned right of withdrawal in all distance sales contracts, regardless of whether the post-confirmation procedure was used for the conclusion of the contract (see in more detail section 2.1).

According to the Consumer Protection Act, the start and duration of the withdrawal period must be mentioned in connection with distance and door-to-door selling and, if they are not mentioned, the withdrawal period shall be 12 months instead of 14 days. However, if the business rectifies the omission, the withdrawal period will end 14 days after the day when the consumer received this information. In addition to the above-mentioned information, the consumer must also be given a withdrawal form before concluding the contract. When the contract is concluded over the telephone, it is enough that the consumer is told about the withdrawal form during the telephone call and it is sent to the consumer in connection with the confirmation of contract.

Before drawing up the contract, the electricity company must inform the consumer that when the consumer exercises their right of withdrawal after the start of supply but before the end of the withdrawal period, the consumer must pay the business a reasonable compensation for electricity already supplied. The start of supply before the end of the withdrawal period must have taken place at the express request of the consumer, and this must also be recorded in the confirmation of contract. The company shall be responsible for proving that the customer received the correct information about their right to withdraw from the contract and the withdrawal form at the right time.

The above-mentioned obligation to pay is not applicable to consumers if the contract must be concluded in accordance with the post-confirmation procedure described in section 2.1. If the supplier

in these situations starts delivery before the consumer has formally accepted the written offer received, and the consumer does not even later confirm acceptance of the supplier's offer the consumer is not obligated to pay for the electricity they have used.

### **3.3.3. Launching of the withdrawal**

In the competitive market, it is clear due to the customer's right of withdrawal that some sales contracts that have already been concluded will be withdrawn from time to time.

The most common reasons for the withdrawals are:

- The consumer customer exercises their right of withdrawal by virtue of the Consumer Protection Act.
- The supplier switch process is cancelled when the customer disputes the contract. Disputing is dealt with in further detail in section 3.4.
- The contract has been drawn up incorrectly for the wrong metering point. The error is revealed either in connection with the verification of the supplier's contract data or considerably later (when the customer receives their first bill).

Only the customer or a person authorised by the customer may notify the supplier of the withdrawal of the contract. The withdrawal must be notified to the customer's new supplier, which is the only party to be able to cancel a notification already sent to the datahub with respect to a new sales contract (DH-341). Disputing is dealt with separately in section 3.4.

As a rule, the DSO must refrain from processing withdrawals made by the customer. In this situation, the DSO acts as an impartial party that maintains the marketplace and manages tasks pertaining to it.

If they so wish, the customer may authorise their current supplier to handle the withdrawal. In such a case, the current supplier must contact the new supplier and notify of the customer's wish and their own authorisation.

It must be possible to verify an authorisation made by the customer to a party of their choice, if necessary. In withdrawal situations, the authorisation can be a written document or a telephone recording. The clearest form is a written authorisation but, on the other hand, it also slows down the process. A written authorisation can also be sent by email. An authorisation certified with strong e-authentication is equally valid as a written authorisation. That way, when the new supplier requires a written authorisation, the current supplier can submit an electronic authorisation or email with the written authorisation enclosed. Naturally, the authorisation must state all the necessary information for verifying the authenticity of the authorisation. If the customer authorises their supplier to withdraw their previous contract, it is advisable to record this in the confirmation of contract.

The general principle to be followed is that the customer's wishes must always be complied with. In unclear situations, the contract that the customer deems to have signed shall be complied with. If these situations are related to breaches of contract with respect to previously concluded contracts, the customer must be aware of the fact that they may have to pay a contract termination fee or damages to their previous supplier. It is advisable that the new supplier mentions this to the customer if this kind of a situation is brought to the new supplier's attention.

### **3.3.4. Customer's contract after a withdrawal from supplier switch**

When the customer withdraws from the contract during a withdrawal period by virtue of the Consumer Protection Act or if the supplier has submitted a supplier switch notice to the wrong metering point, the withdrawal situation shall be handled as if the new contract was never drawn up, which will restore the customer's situation as it was before the start of the new contract. The withdrawal situation differs

from the contract termination situation in that respect. It must be noted that this applies to situations where the consumer's statutory right of withdrawal is still valid.

This procedure is based on the general principle that the customer's will must be complied with. In terms of a consumer customer, the withdrawal can be presumed to mean that the customer wishes to return to the situation before drawing up the new contract.

In situations where the new contract has not yet entered into force when the customer carries out the withdrawal, the supplier switch process is stopped and the customer stays with the current supplier. If, on the other hand, the contract has already entered into force, the customer will be transferred back to the old supplier and the balances are rectified for the period for which it is still possible to make changes. For the preceding time, the supplier that has come forward as the new supplier is responsible for the energy entered in the balances. The customer's current supplier (= supplier to which the customer was returned) shall charge the customer for the entire period. If the supplier that has come forward as the new supplier has already billed the customer, the supplier shall cancel/refund the bill to the customer.

If the customer's fixed-term contract with the old supplier has expired during the withdrawal period, the supplier is not obliged to continue the contract in question. In such a case, the supplier shall either conclude a new contract with the customer or notify the customer and the datahub of the termination of the contract (DH-343). When the old supplier refuses to return the contract, the customer ends up with no valid contract, which is dealt with in section 2.10.

The withdrawal may also arrive considerably late if the new supplier has not notified the customer of the consumer's right of withdrawal in the confirmation of contract sent by the new supplier. Even in this case, it is recommended to move the customer back to the old supplier, who will bill the customer for the entire period. The balances are rectified for the period when the balances are open.

### **3.3.5. Cancellation of non-confirmed contract**

As described in more detail in section **Virhe. Viitteen lähde ei löytnyt.**, a contract made through telemarketing initiated by the supplier is subject to the post-confirmation in accordance with the Consumer Protection Act. Without written acceptance from the consumer for the offer, the contract does not bind the consumer. Sometimes there may be a situation where the electricity supply needs to start as soon as possible and the contract must be notified to the datahub, even though the offer has not yet been delivered and/or the consumer's post-confirmation has not yet been received.

If such a contract needs to be cancelled because the consumer never confirms the contract by accepting the offer, in the datahub, this is considered as supplier's cancellation, not the customer's cancellation.

In these cases, the datahub will inform the previous supplier of the metering point (if any) of the cancellation of the contract and the previous sales contract will automatically be reinstated. As an exception, when the previous supplier of the metering point has informed the termination of their own contract to the datahub. In this case, the contract is not reinstated to the previous supplier. Instead, the metering point remains without a supplier (a period with no valid sales contract). Similarly, if there is no previous supplier, in retroactive cancellations, the metering point remains without a supplier, with the new supplier being responsible for balances until the cancellation date. The DSO is notified about the metering point being without a supplier starting from the absence of balance information.

In the datahub, supplier's cancellations made after the contract start date are processed in such a way that the new supplier's contract is cancelled back to the contract's start date, but the balances are not corrected accordingly, but the balance data differs from the contract data. The previous supplier receives a notification about the canceled contract, and without further action, the terminated contract of the previous supplier is reinstated in the datahub.

It is very important for the new supplier to actively monitor whether the customer confirms the offer and to notify the supplier's cancellation, preferably before the start of the supply and at the latest before the closing of the balances.

### **3.3.6. Balances and customer's billing after withdrawal**

The withdrawal is made before the start of the new contract:

- The supplier switch is cancelled.
- No impact on balances.

The withdrawal is made after the start of the new contract, but before the balances close:

- The customer is changed back to the old supplier retrospectively (as if the supplier change never took place).
- The balances are rectified for the period between the start of the new contract and its cancellation.
- The customer's old supplier will bill for the entire period.
- If the customer cannot be returned to the old supplier, the new supplier shall be responsible for the balances until the withdrawal notice.

The withdrawal is made after the balances have closed:

- The balances are rectified for the period when the balances are open. In other words, in the imbalance settlement, the customer is moved back to their old supplier starting from the first day made available by the balance window (max. 11 days retrospectively) and the supplier that has come forward as the new supplier will remain as the customer's supplier in the imbalance settlement for the period when the balances are already closed.
- If the customer cannot be returned to the old supplier, the new supplier shall be responsible for the balances until the withdrawal notice.
- It is not necessary to correct balance errors between the suppliers, and the supplier that has identified itself as the new supplier will take on the error in its balances.
- The customer's current (old) supplier will bill the customer for the entire period. If the supplier that has come forward as the new supplier has already billed the customer, the supplier shall cancel/refund the to the customer.

### **3.3.7. Time limits for withdrawals**

It is not possible to set absolute time limits for withdrawals. The Consumer Protection Act allows a long withdrawal period for consumers if the consumer has not been informed of their right of withdrawal when concluding the contract or if the confirmation of contract is not sent at all. If the supplier switch has been concluded for the wrong customer (metering point), the mistake must be corrected retrospectively.

The suppliers must absolutely ensure that the need for withdrawals is minimised and any withdrawal notices are processed in time. The confirmation of contracts must be sent in time, immediately after drawing up the contract, and they must refer to the consumer customer's right of withdrawal. The correctness of the metering point ID is ensured with care, and the supplier must check the confirmation data of the contract they have received from the datahub. The supplier must check that the reason<sup>9</sup> for

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<sup>9</sup> The start reason for a contract may be supplier switch, move or change of contract.

starting the contract, which has returned from the datahub, corresponds to the contract drawn up with the customer.

### **3.3.8. Cancellations and corrections of moves**

The supplier shall notify to the datahub of the cancellation of a move without delay (DH-341). The date of cancellation depends on the reason code of the event. This is explained in more detail in the datahub instructions.

When a move is cancelled, the supplier must always find out whether the customer's entire move to the metering point is cancelled or only the contract of the supplier in question. If only the contract is cancelled, the supplier shall inform the customer to conclude a new sales contract with a supplier of their choice starting from the day of cancellation, or otherwise the DSO will disconnect their electricity supply.

#### ***Balances and customer's billing after cancellation or correction of move***

If a customer's move is cancelled before the supply has started, the datahub shall notify the previous supplier to the metering point of the cancellation of the move, and reinstate the previous customer's contract unless the previous supplier to the metering point notifies in its response to the datahub that its contract will not be continued. Moreover, the contract shall not be reinstated with the previous customer in cases where a separate move-out notice with respect to the previous contract or a move-in by another customer from another supplier has already been made to the metering point. The DSO shall disconnect the electricity supply to the metering point if the previous customer's contract is not continued and a new customer is not moving into the metering point. If the move was to be cancelled after the supply has already started, i.e. the customer has already consumed electricity at the metering point for some time, it is not a case of cancellation of the move, but a normal moving out by the customer, for which instructions are given in section 3.2.2.

In situations where only the supplier switch is cancelled retrospectively, i.e. the customer has moved into the metering point but wants to switch the supplier and the moving date has already passed (supply has started), the datahub shall terminate the contract of a cancelling supplier always for the day of notifying the cancellation and keep the energies in the supplier's balances until that day. In such a case, the supplier has the right to charge for the energy (actually) consumed by the customer if this is referred to in the confirmation of contract (see further details in section 3.3.2).

The customer is obliged to draw up a new contract starting from the day of cancellation, or otherwise the DSO will disconnect the electricity supply. The new supplier shall notify of the start of supply to the datahub at the earliest from the date of cancellation of the contract.

A move may also be cancelled because it has been entered for the wrong metering point due to incorrect information provided by the customer. These erroneous situations are managed in each case separately by agreement between all parties so that the customers' actual contractual situations are fulfilled. Incorrect supplier data and also balances between the suppliers shall be rectified if the correct supplier and the customer that has consumed electricity can be assigned for the metering point to be rectified, i.e. the supply to the metering point can be returned to the correct customer. In some cases (e.g. the move is notified with respect to a metering point that has no supplier), the situation cannot afterwards be reinstated to any supplier or customer, and in such a case the balances cannot be corrected, either. Corrections to the customer's billing will remain as contractual issues between the customer and the supplier and between the customer and the DSO.

If the move has to be cancelled because it has been entered under the wrong metering point due to the supplier's error, the procedure to follow is principally the same as in incorrect supplier switches due to the supplier. The supplier shall notify to the datahub of the cancellation of the move-in to the wrong metering point. The datahub shall notify further to the correct supplier of the metering point and to the DSO of the cancellation of the move. The balances are rectified for the period when the balances are

open. If the move has been notified for a metering point that has no supplier, the new supplier shall be responsible for balances until the cancellation notice. Therefore, there will be no correction of a balance error, and the supplier that has reported to be the new supplier will suffer the results of the error in its balances. Customers' billing will be corrected according to actual contractual situations. In other words, the supplier of the correct customer of the metering point will bill its own customer for the entire period in the normal way. The same applies to the DSO. If the supplier that made the error has already billed its own customer, the supplier shall cancel/refund the bill to the customer. The move of a customer to the correct metering point (another than above-mentioned incorrect metering point) is managed in the way instructed with regard to retrospective moves in section 3.2.5.

The correction of a move (retrospective move-out) may also be due to a situation where the supplier has forgotten to notify of a customer's move-out or the move-out notice has not been dispatched by them in time. In these situations, the contract shall be terminated at the notification date, the energy will remain in the supplier's balances until the termination date, and the supplier must also compensate to the customer for the expenses arisen in terms of the network service, provided the customer can prove to the supplier that these have been paid to the DSO.

The correction of a move (retrospective move-out) may also be due to a situation where the DSO has not notified of a customer's move-out to the datahub in time. In such a case, the supplier's balances will be corrected to the move-out moment, and the supplier shall compensate the customer for any energy it may have already billed. The DSO for its own part shall compensate the customer for the network service it may have billed. Any consumed energy shall be recorded as a network loss if the supply that has taken place cannot be allocated to the new customer (the one who actually consumed the electricity). The correction shall be notified via the datahub operator in accordance with the datahub instructions.

### **3.4. Disputing the contract**

The customer has a legal right to dispute the supplier's notice of a new contract by issuing a written notice and is therefore entitled to demand that the contract is transferred back to the old supplier in situations where, in the customer's opinion, no contract has been signed with the new supplier. This procedure reinforces the rights of electricity users with respect to inappropriate sales measures by providing them with an opportunity to stop the supplier switching process. This is based on the general judicial system, according to which the party that claims that a contract has been concluded must be able to prove this claim.

The process is as follows:

1. The customer notifies the new supplier that they are disputing the supplier switch and, if necessary in order to manage the process (the new supplier neglects to cancel the contract), the customer will send a written notice to the DSO.
2. The new supplier must cancel the supplier switch by the next working day after receiving the customer's notice at the latest. This takes place in accordance with section 3.3.
3. As a rule, the customer is transferred back to the old supplier. Sometimes there may be more unusual situations where the fixed-term contract with the old supplier has ended and, according to the terms of contract, it would not have continued as a contract until further notice, and the supplier notifies to the datahub that it will not accept the customer back. In such a case, the customer cannot be transferred back to the old supplier, and the procedure is the same as in a normal situation where there is no valid contract. Electricity to the metering point is disconnected unless a new supplier is found. The DSO must advise the customer to acquire an open supplier.
4. A supplier that has come forward as the new supplier shall be responsible for the energy in its balances until the time when the customer is transferred to the old supplier or the electricity is disconnected.

If the new supplier neglects to carry out the cancellation of the customer or to manage the dispute as referred to in section 2, the customer may also manage the issue through the DSO. In such a case, the customer must draw up a written notice to the DSO, disputing the validity of the electricity sales contract in question.

The DSO shall notify the datahub operator in writing that the customer has denied that a new contract has been concluded. A copy of the electricity user's notification must be attached to the notification. The DSO shall send this notice within two working days from receiving the customer's written notification. The datahub will cancel the denied contract and pass the information to the supplier.

It is not the DSO's task to investigate whether the electricity user has a legally valid case to submit their notification. Issues related to the validity of electricity sales contracts are contractual disputes between the electricity suppliers and their customers, and the contracting parties shall settle them mutually as a separate issue from the supplier switching process. The electricity user is responsible for having valid legal grounds to dispute the validity of the electricity sales contract.

The supplier's cancellation notification (section 2 above) is not deemed to be a declaration of intent by which the new open supplier admits that the electricity sales contract is unjustified. The purpose of the notification procedure is to stop the supplier switching process based on the disputed electricity sales contract until the parties to the electricity sales contract have mutually settled the validity of the electricity sales contract and their mutual payment liabilities. Issuing of the cancellation notification may terminate the electricity supply definitively or it can be continued at a later date by agreement between the parties. Despite the cancellation notification they have issued, the new open supplier could separately seek to recover from the electricity user its claims based on the electricity sales contract that the electricity user unfoundedly disputed.

Responsibility for the electricity lies with a new open supplier whose electricity supply based on a supplier switch notice, which was drawn up negligently, incorrectly, unfoundedly or in an unclear contractual situation, needs to be investigated after the start of open supply. The new supplier that has submitted the supplier switch notice shall be responsible for the electricity recorded in their electricity balance on the basis of the new open supply started in the above-mentioned situations until the open supply has been transferred to another open supplier or the electricity supply to the electricity user is suspended. If the open supply is transferred back to the customer's old supplier (the supplier before the supplier switch), the electricity used by the electricity user is entered in the electricity balance of this supplier where it is possible to make changes to the electricity balances within the time limits of balance settlement.

However, the above-described rules concerning the determination of balance responsibility are not applied for regulating whether an open supplier that has submitted such an incorrect or unfounded notice is entitled to charge the party that has used the electricity for the electricity they have consumed. In these situations, it is the responsibility of the parties to the electricity sales contract to separately settle the validity of the electricity sales contract and their mutual payment responsibilities.

### **3.5. Termination of contract**

A fixed-term sales contract terminates when the contract period has expired or as a result of revoking the contract. Unless otherwise agreed when concluding the contract, a fixed-term contract will continue until further notice after the contract period has expired (section 10.2.1 of the Terms of Electricity Sales [SME2024](#)).

A consumer may terminate a sales contract valid until further notice and a fixed-term contract concluded for longer than two years (after being valid for two years) with a two weeks' notice. Moreover, the consumer may also otherwise terminate a fixed-term contract under certain conditions (SME2024 sections 10.2.4 and 10.2.5). A user other than a consumer may terminate a contract that is

valid until further notice, which is covered or not covered by the supply obligation, with a two weeks' notice unless otherwise agreed in the bilateral contract.

As a rule, a fixed-term contract cannot be terminated by a user other than a consumer during the contract period (with the exception of a change in metering point, unless otherwise agreed). The supplier may terminate contracts valid until further notice and covered by the supply obligation only on certain conditions and contracts outside the supply obligation with a two weeks' notice. The supplier may not terminate fixed-term contracts in the middle of the contract period.

If the contract is terminated, the current supplier must notify to the datahub of the termination 90 days at the earliest and 14 days at the latest before the termination of the contract (DH-331). The supplier uses the reason code to indicate whether the supply ends due to the supplier or the customer. If the supplier indicates that the delivery ends due to the supplier (reason code AN05), the DSO must ensure that the termination message sent by the supplier does not lead to the normal disconnection process, but the process described in Appendix 2 is followed in this situation.

The supplier is responsible for cancelling the notice of termination if the contract continues, for example, when the contract has become valid until further notice. The cancellation of termination can be made with the cancellation process only before the termination date and if no new contract has been notified to start after the previously notified termination date. If the contract has already ended, the contract must be continued by notifying of a new contract to the datahub. The termination event of a contract that has already ended cannot be cancelled.

When the customer concludes a new sales contract when switching suppliers, the old contract for electricity supply or sale must be terminated in accordance with the terms of contract. When drawing up a new sales contract, the old contract valid until further notice will be terminated either when the customer notifies of its termination to their current supplier or, more generally, (as recommended by the sector) the new supplier terminates the old contract on behalf of the customer with notifications made via the datahub.

The DSOs and the suppliers must accept the new supplier's notification of a new contract (and the termination of the old contract at the same time) without demanding e.g. the customer's written authorisation or other notice given by the customer. The notification sent to the datahub must always be based on the customer's declaration of intent and the terms of effective contracts.

### ***Supplier revokes the sales contract***

The supplier is entitled to revoke the contract, e.g. if the user has materially violated their obligations based on the sales contract. The supplier's right to revoke the contract is agreed in section 10.6 -10.7 of the Terms of Electricity Sales (SME2024).

The supplier shall notify the datahub of the revoking with the DH-331 event with reason code "revoking". The revoking of the contract can be notified for the current day or, at the earliest, 90 days before the end of the contract.

Furthermore, the supplier must send the customer a written notification, stating the reason for revoking the contract and the time of terminating the sales contract. When the supplier revokes a customer's contract, the network service contract remains in force even if the supply to the metering point will not continue due to the revoking of the sales contract.

### ***DSO revokes the network contract***

If the customer has materially breached the contract, e.g. if they have committed a theft of electricity, and the DSO wants to revoke the network contract, the revoking of the contract must be notified to the datahub (DH-333 with reason code "revoking").

Furthermore, the DSO must send the customer a written notification, stating the reason for revoking the contract and the time of terminating the sales contract.

According to the terms of contract, the supplier has the right to revoke the sales contract on the basis that the DSO has revoked the network contract for the metering point.

### ***Time of disconnection at the end of the contract***

According to the procedural instructions, contracts are valid for full 24-hour periods, and if a contract has been notified to end today, the customer is entitled to receive electricity until the end of the 24-hour period.

Note! In the datahub, the day of terminating the contract is the moment when the contract is no longer valid. Thus, the day preceding the end date is the last day when the terminated contract has been valid. I.e. if it is agreed with the customer that the contract will end, for example, on 10 March, the end date informed to the datahub shall be 11 March at 00:00 (official Finnish time), in which case the agreed 10 March will be the last day of validity.

In the datahub, all timestamps are presented in UTC time. I.e., for example, the above end time of the contract in UTC time is 10 March at 22.00.

In addition, it should be noted that in datahub events the timestamps are presented according to the time, but in the interface according to the date. I.e. the above-described end time is shown as follows:

- In the datahub event: 10 March at 22.00 (UTC)
- In the interface: 11.3.

## **3.6. Information exchange in microgeneration**

Changes related to the start, end and termination of the contract on purchasing microgeneration shall be notified to the datahub in the same way as contracts for consumption metering points.

### **3.6.1. Microgeneration contracts in the information systems**

When a purchase contract for surplus electricity in microgeneration is concluded with the same electricity supplier from whom the customer normally purchases the electricity for the metering point, it is possible to combine the purchase and sales contracts into a single contract in the company's systems, where possible. Alternatively, it is possible to record two separate contracts in the system. The customer can also draw up a microgeneration purchase contract with a supplier other than the open supplier for the metering point. Correspondingly, a microgeneration purchase contract and a corresponding sales contract for the consumption metering point can be drawn up for different customers. If the feed of electricity from the metering point into the network is prevented, it is not necessary to draw up a purchase contract for production. However, if the situation changes, it is necessary to draw up a purchase contract for surplus electricity as soon as possible.

A microgeneration site feeding electricity into the network must always have a metering point ID separate from the consumption metering point regardless of how the contracts are managed in the company's systems. It is recommended that the metering point IDs are established and registered in the datahub also with respect to the known production sites where there is no intention to feed electricity into the network. An existing metering point ID makes it easier to draw up the contract when it becomes relevant.

In their processes, the suppliers and DSOs must take into account the metering points with production so that, when any contractual changes are made to either contract, their impacts on the other contract are also noticed. When the customer notifies that they are moving, the future of production at the metering point must be verified with the customer at the same time.

For example, if the DSO notices in a situation where the customer moves in to the consumption metering point that the production metering point would be left without a contract or the contracts are

drawn up under the name of the customer who has moved out, the DSO must contact the new customer of the consumption metering point and ask to clarify the contractual situation of the production metering point.

In addition, if the DSO notices, for example, when carrying out the transfer of connection that the previous customer of the consumption metering point still has effective contracts to the production metering point with respect to microgeneration, the DSO must check the contractual situation with this customer of the production metering point.

### **3.6.2. General principles of exchange of information concerning microgeneration**

From the information exchange point of view, the consumption and production metering points are always processed separately regardless of how the contracts have been recorded in the companies' systems. In practice, this means that separate message processes are launched for the consumption metering point and the production metering point in the datahub. Therefore, when carrying out contractual changes, it is always necessary to check any need to make changes to the contracts and to launch exchange of information also in terms of a related metering point (a relation between a consumption and a production metering points). Suppliers must note that if the reason for terminating the contract is moving out, this will also trigger a move-out notification for the related metering point in the datahub processes.

The time limits and contract processes in message exchange concerning microgeneration sites are the same as with consumption sites.

Without a purchase contract, it is not permitted to feed surplus electricity to the network, and therefore the supplier and the DSO must advise the customer to prevent possible feed to the network if the purchase contract is not valid or upon termination of the contract. Ultimately, the DSO shall agree with the customer on preventing the feed to the network.

According to Chapter 2, section 2, subsection 2, of the Metering Decree, an electricity producer who feeds electricity into the electricity network must have one open supplier for the production of electricity and the related electricity consumption at each metering points connected to the electricity network.

If the electricity producer does not have an open supplier for the electricity fed to the distribution network, the electricity must not be fed into the electricity network. In this case, the electricity producer must ensure technically that the electricity production equipment does not feed electricity into the grid.

The electricity producer and electricity production equipment must meet the open, fair and non-discriminatory connection terms and technical requirements published by the distribution system operator (Electricity Market Act, section 20). One technical requirement is that the electricity production equipment is technically secured so that the electricity generation equipment does not feed electricity into the grid if the electricity producer does not have an open supplier for it and/or the electricity production equipment is not equipped with metering equipment.

## 4. EVENTS DURING SUPPLY

### 4.1. Disconnection and connection of electricity supply

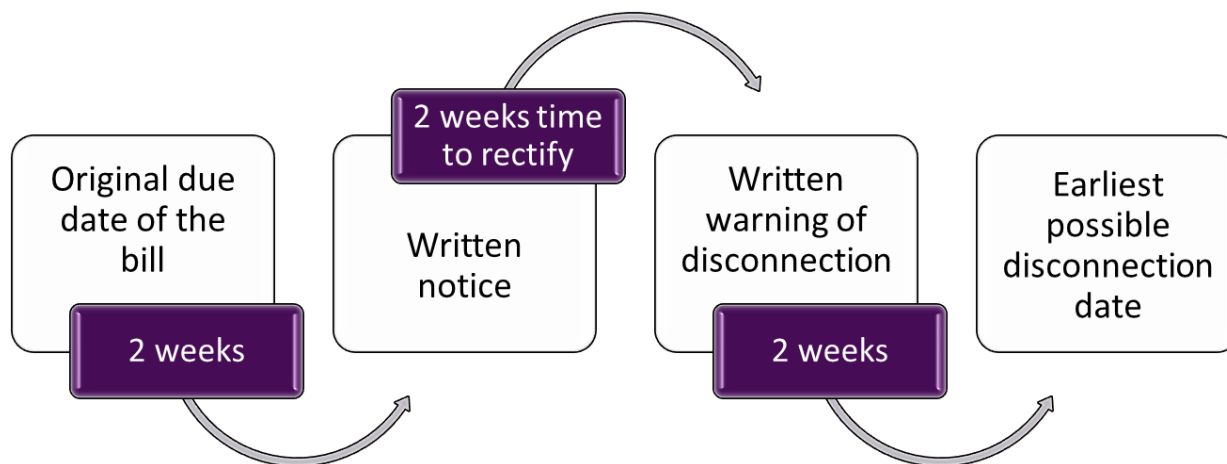
#### 4.1.1. Disconnection

If the customer does not pay the sales bill or otherwise materially neglects its obligations based on the sales contract, the supplier shall send reminders and warnings to the customer in accordance with section 7.2 in [the terms of electricity sales](#). The supplier must send the user a written notice to rectify the breach of contract, i.e. pay an overdue receivable or correct any other neglect within the time limit specified in the notice, which shall be at least two weeks from the date of sending the notice. If the written notice is chargeable for a customer, it may be sent no earlier than two weeks after the original due date.

If, despite the notice, the user does not rectify the breach of contract within the set time limit, the supplier shall send a written disconnection warning to the customer's invoicing address or the postal address. However, the notice must not be sent to the customer only as an attachment to the e-invoice..

A notice of non-payment and a disconnection warning may also be delivered in another permanent manner if the end user has separately given their consent in writing or electronically, and the supplier ensures with sufficient care that the notice or disconnection warning actually reaches the end user.

The disconnection warning shall indicate the date of disconnection of electricity supply. A written disconnection warning must be sent at least two weeks before the disconnection of electricity supply. Disconnection may occur no earlier than five weeks after the original due date or the date when the user is first notified of another breach of contract and the need to rectify it. Disconnection for the consumer (= household customer) may occur no earlier than six weeks after the original due date if a chargeable notice has been sent to the consumer.



**Figure 1.** Minimum duration of the disconnection process in normal circumstances<sup>10</sup> for a consumer when a chargeable notice is used.

If the customer ignores these reminders and disconnection warnings, the supplier shall request the DSO to disconnect the customer's electricity supply. Before sending the request to disconnect the supply, the supplier must verify that the disconnection situation meets the requirements of the Electricity Market Act and the terms. The DSO no longer carries out these verifications, but it must be able to rely on the supplier's notice.

<sup>10</sup> In sections 7.3 to 7.5 of the terms of electricity sales, there are a few restrictions on disconnections for special situations.

The disconnection request is made in the datahub one week before the disconnection day at the latest (DH-421).

After receiving the supplier's disconnection request, the DSO must disconnect the customer's electricity supply at the time notified by the supplier. The DSO's representatives do not negotiate with the customer on the disconnection.

It is not recommended to request a disconnection to be carried out on a Friday or on the eve of religious holidays.

The DSO bills the supplier for the disconnection according to its price list (the fee charged to the supplier includes value added tax). The supplier shall pay the bill to the DSO and charge a fee to its own customer according to the DSO's price list excluding value added tax.<sup>11</sup>Up-to-date prices are available in the public price list of each DSO. It is recommended that the DSOs notify the up-to-date prices also in the additional data for the connection time schedule in the Datahub Palvelut portal.

If the customer pays the supplier's receivables or rectifies its other breach of contract after receiving the disconnection warning but before the disconnection has taken place, the supplier shall immediately notify the matter to the datahub (DH-424). If the disconnection request is cancelled on the day of disconnection, the supplier must notify the connection request to the metering point in accordance with the datahub instructions.

The DSO must notify the datahub (DH-422) of the disconnection without delay, when the information is available in the DSO's system, however, within one week at the latest of the moment when the customer's electricity supply has been disconnected when the customer's annual consumption estimate is below 1 GWh and on the next working day at the latest when the customer in question uses 1 GWh or more per year.

If, despite effort, it is not possible to disconnect the metering point at the meter, the disconnection shall be carried out, for example, from the pole, in which case the metering data for the time of disconnection may not necessarily be obtained, either. If the metering data is not available in connection with the disconnection, the data must be estimated. If the estimate proves to be incorrect, it shall be processed in the same way as a metering error.

If the electricity supply is suspended as a result of the DSO's bill, the DSO shall act according to chapter 9.1 in the [terms of network service](#). The DSO shall notify the datahub of the disconnection of electricity supply in accordance with the above time limits.

***Charging disconnection and reconnection fees to the customer if both the supplier and the DSO require the disconnection***

From time to time there are situations where the disconnection of the electricity supply is required by both the supplier and the DSO. The same applies to reconnection after a breach of contract has been removed. In such a case, it must be ensured that the customer will not be charged twice for the disconnection and reconnection fees.

In these situations, the disconnection and reconnection fees shall be charged by the party with the earlier disconnection time regardless of which one needs the reconnection first.

An example:

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<sup>11</sup> The electricity supplier and DSO are not allowed to charge the customer for value added tax on the disconnection fee in the event of a collection disconnection. However, when the supplier requests the DSO for a disconnection, it is a service performed by the DSO for the supplier, which is subject to value added tax. The DSO charges the disconnection fee to the supplier including value added tax. The supplier, on the other hand, charges its customer for the disconnection fee without value added tax in accordance with the DSO's price list.

- The DSO has disconnected the supply to the customer on 1 August, after which the supplier sends to the datahub a request for disconnection on 8 August. After 8 August the supplier receives information from the datahub that the metering point is already disconnected.
- The customer shall after 8 August first rectify its breach of contract towards the DSO and the DSO's reconnection requirements are met, but the supply is not reconnected because the supplier's reconnection request has not been received yet. The metering point will be reconnected once the supplier's reconnection request has been received.
- In these situations, the DSO will not reconnect the supply until a reconnection request is received from the supplier and the customer has also remedied its breach of contract against the DSO.
  - Later in this section, it is described how the DSO should act if the customer pays the receivables of the network before the date of the supplier's disconnection (in this example, 8 August).

In this example, the DSO shall charge the customer for both the disconnection and reconnection fees. The supplier will receive information of this from the datahub when the DSO confirms the supplier's disconnection request by notifying of the disconnection of supply with the DSO's own disconnection date (DH-422). In these situations, the supplier must not charge the disconnection and reconnection fees at all because the DSO has already carried out the disconnection of supply.

From the customer's viewpoint, it may still happen that the customer rectifies its breach of contract first to the party that charges the disconnection and reconnection fees. In such a case, the payment of the reconnection fee will not, in practice, result in the reconnection of the electricity supply, but the reconnection will not take place until the reconnection requirements of the other party have also been met. For this reason, clear and timely customer communication is important.

A clear and consistent situational picture between the DSO and the supplier is also important. This is especially important in situations where the DSO has first carried out the disconnection on the basis of its own needs and the supplier will not charge the disconnection and reconnection fees. However, if the customer pays its debt due to the DSO before the supplier's disconnection time and the electricity supply is reconnected for the interim period, the DSO must notify the datahub of the altered connection situation. The DSO will disconnect the metering point again at the time requested by the supplier and update the metering point's connection status again to the datahub. Information about these changes in the connection status will be sent to the supplier via the datahub. In these situations, the supplier will charge its own disconnection and reconnection fees. Sufficient and clear customer communication is important in order to achieve optimal customer experience. In the name of good customer service, it is recommended for the DSO to tell the customer that the electricity will be reconnected only for the interim period and the customer will receive new disconnection and reconnection charges if they do not rectify their breach of contract also towards the supplier.

### ***Supplier switch at a disconnected metering point***

If a new supplier comes forward to the customer during disconnection, the customer must be switched to the new supplier complying with the normal procedures even if they did not rectify their negligence (e.g. payment arrears) to the current supplier. An exception to this is a situation where the customer has a fixed-term contract with the current supplier. In such a case, the procedures concerning fixed-term contracts shall be followed. The DSO shall reconnect the electricity to the customer when the new contract enters into force.

The DSO may bill the new supplier for the reconnection in accordance with its price list. The DSO must inform the new supplier by email about the disconnection that has taken place before the reconnection if the DSO charges the new supplier for connection.

In a situation where the customer has payment arrears to both the supplier and the DSO, the DSO need not reconnect the electricity before the customer has paid its arrears related to the contract drawn up with the DSO if the DSO has sent a disconnection warning to the customer in time in accordance with the terms of contract.

#### ***What to do if it is not possible to carry out the disconnection***

At times, there may be situations where the DSO is unable to disconnect the metering point at the time requested by the supplier despite all available means. This may be the case, for example, when the customer will not allow access to the metering point or the data communication connections to the meter are not functioning.

If disconnection cannot be carried out despite all available means at the time requested by the supplier, the energy consumed after the day stated in the disconnection request will not be entered in the supplier's balance, but it is recorded in network losses. The DSO must notify the datahub forthwith on the delay of disconnection and on the earliest possible time when the disconnection will be attempted again (DH-413-1). If necessary, this notification of delay can be submitted several times. The DSO is responsible for ensuring that the situation has been dealt with and the supplier must not carry out new disconnection requests after receiving the delay event.

#### ***Charging for collection disconnection at the end of a contract***

When the supplier requests the DSO to disconnect a metering point, the supplier must always meet the costs to the DSO regardless of how the contracts for the metering point may end as a result of the disconnection. In collection disconnection, the supplier has also notified the customer of the disconnection and it should not be a complete surprise to the customer. For example, the supplier cannot cite reasons related to system technology why the disconnection costs cannot be collected if the contract has ended before the disconnection. The supplier may decide for itself whether to pass on the costs to the customer. This is a matter to be resolved between the supplier and the customer. The supplier is responsible to the DSO for disconnection costs if it has not cancelled the disconnection request in the appropriate way.

For example, in the following situation, the contract may, in practice, end before disconnection:

1. Supplier A requests the DSO for collection disconnection to take place on 12 June.
2. The DSO carries out the disconnection on the requested day.
3. However, a new customer has already moved into the dwelling, but they have not notified their move in. After the electricity has been disconnected, the customer contacts supplier B and draws up a new sales contract for the current day of 12 June. This will also result in a network contract for the current day. Supplier B will notify the datahub of the new contract, resulting in the connection of electricity. The electricity is connected.
4. As a result of the contracts drawn up for the new customer for the current day, the previous customer's contracts are terminated on the previous day, i.e. on 11 June.

#### **4.1.2. Reconnection**

After the disconnection of the electricity supply, once the customer has paid any outstanding bills and other costs arisen from the disconnection or rectifies their other breach of contract, the supplier must notify the reconnection request to the datahub (DH-411).

If the request has been notified to the datahub by 13.00, it is recommended that the reconnection will take place during the same day. If the request takes place after 13.00, the reconnection must be made on the next working day at the latest. If the reconnection can be made outside actual working hours against extra payment, the supplier must be informed of this opportunity in the reconnection schedule table in the Datahub Palvelut portal. The supplier can inform its customer of the matter on the basis of this information.

If the DSO is unable to connect the electricity at the time requested by the current supplier, the DSO will inform via the datahub about the delay of connection with the connection delay event (DH-413-1) and the reason for the delay in the explanation for the event. If the reason is that the electricity supply is also cut off due to a breach of network contract, this notification must not include more detailed confidential information about the reasons for disconnection. The DSO is responsible for the ultimate performance of the connection and the supplier must not make new connection requests after receiving the connection delay event.

The DSO bills the supplier for the connection according to its price list. The supplier pays the bill to the DSO and charges its own customer for the corresponding sum.

The DSO must notify the connection requested by the supplier to the datahub (DH-412) without delay, but within one week at the latest of the moment when the customer's electricity supply has been connected when the customer's annual consumption estimate is below 1 GWh, and on the next working day at the latest when the customer in question uses 1 GWh or more of electricity per year.

In a situation where the customer has payment arrears to both the supplier and the DSO, the DSO need not reconnect the electricity before the customer has paid its arrears related to the contract drawn up with the DSO if the DSO has sent a disconnection warning to the customer in time in accordance with the terms of contract.

When the electricity supply has been disconnected due to a breach of contract concerning the network service contract and the reason for suspension is removed after the customer has rectified their breach of contract, the DSO shall notify to the datahub about the continuation of electricity supply in accordance with the above-described time limits (DH-412).

## **4.2. Metering of electricity supplies and delivery of metering data to market participants**

The instruction [Sähkön mittauksen periaatteita](#) (Principles of the metering of electricity) includes instructions on the arrangement of metering. Instructions on the delivery of metering data are available in the datahub instructions.

## **4.3. Processing of renovation sites**

The DSOs may find it difficult to know the accurate situation of so-called renovation sites. These include, e.g. extensive electrical renovations in housing companies where, for example, electricity meters are moved from individual dwellings into a common meter facility in the building. Operators which do not need to be taken into account under normal circumstances, for example, the contractor and installation staff of the renovation site, may be related to the processing of renovation sites.

The situation is particularly difficult if the contractor disconnects the meters without notifying the DSO. In such a case, the rest of the time series is unread. In general, it is difficult to know what is going on at the metering point. It may be necessary for an installation engineer of the electricity company to pay a visit in person to ascertain that the meters have been disconnected. In such a case, information not received until afterwards.

After learning about the renovation site and the disconnection of a meter, the DSO must immediately notify the status of the metering point as "under construction" to the datahub with the update event for the metering point (DH-122). Changing the status of the metering point to "under construction" does not automatically terminate existing contracts.

Contracts can be made for a metering point once they are available in the datahub. If a new sales and network contract is made for a metering point that is "under construction", but delivery cannot begin on the start date specified in the contracts, the contract start date and the actual connection date will differ. In these situations, the connection notification submitted by the distribution system operator

automatically updates the effective start dates of the sales and network contracts valid on the connection date in the datahub to match the connection date. The condition for updating the effective start date is that the contract valid at the moment of connection starts during the period when the metering point is “under construction” and does not continue directly from the contract prior to the “under construction” status. If the contract started before the “under construction” status or starts during this period but continues directly from the contract preceding the “under construction” status, the start date is not updated upon connection. The reason for starting the contract is irrelevant; the same rules apply for moves, supplier changes, and contract changes. In addition to these renovation or repair sites, the procedure described here also applies, for example, to sites without contracts for part of the year, such as market or summer sites.

#### **4.4. Updating of metering point data**

The updating of the metering point data in the datahub is the DSO’s responsibility. The DSO is responsible for creating the metering points (DH-121), updating the data and notifying the metering points as out of service (DH-123). The data is updated with the update event of the metering point data (DH-122). The basic data and the status of the metering point can be changed with the update. The update must be carried out immediately after the data changes in the DSO’s own system. The datahub will deliver the data to the supplier and other parties entitled to the data. The process is described in further detail in the datahub instructions.

The DSO updates the time step of the metering point’s measurement with a separate metering time step update event (DH-125) and updates the related metering point information with its own event (DH-126).

If the customer notifies their supplier about changes in the metering point data, for example, concerning the controlled load or storage equipment, the supplier can notify the DSO of these with an update request event on metering point data via the datahub (DH-124-1). The metering point data notified to the datahub by the supplier is not updated automatically, but it is forwarded to the DSO that makes the actual update. The DSO must respond to the update request by sending the update of the metering point data to the datahub. If the update includes the data notified by the supplier, the DSO has accepted the update request. If the DSO rejects the update request, the update includes the metering point data in the DSO’s own system. If the DSO decides not to update the metering point data, the DSO must also give a reason why the data has not been updated.

##### ***Annual consumption estimate***

The annual consumption forecast describes the amount of electricity used by the customer in one year. Usually the annual consumption estimate is the same as the customer’s latest metered annual electricity consumption. In some cases, the customer’s electricity consumption varies from one year to the next or there may have been a clear change, say, due to a change in the heating method, and the estimated annual consumption must be concluded on the basis of the customer’s notification or as long-term average.

It is the DSO’s task to calculate the up-to-date estimates of annual consumption and notify them to the datahub. The supplier receives the estimates for annual consumption for the start time of supply from the datahub in connection with the contract processes. The DSO may update the annual consumption estimate for the metering point as part of the update of the metering point data. If only estimated annual consumption data is updated in the datahub, this must be notified to the datahub with its own reason data “estimated annual consumption update”. In such a case, only the notified estimated annual consumption, and no other metering point data, is saved in the datahub in the update. The recommendation is that the annual consumption estimate should be updated at least once a year, but no more than once a month.

If the customer notifies the supplier of a change in estimated annual consumption, the supplier must forward the changed data notified by the customer to the DSO via the datahub with a metering point data update request, as described above.

If the metering point has been unoccupied for a long time and the annual consumption estimate has fallen to zero, the systems do not usually directly generate a new, reasonable forecast in connection with a move. Moreover, no direct contact is necessarily made with the customer in order to verify the situation at the metering point after the move. The DSO should be aware of the situation and only very consciously send an annual consumption estimate of zero in connection with the move. Basically, a zero forecast should not be sent automatically in connection with a move. It is also recommended that the supplier contact the DSO to ensure the authenticity of the forecast if there is reason to suspect that the forecast should be something else than the zero sent by the DSO.

#### **4.5. Updating customer information**

In the datahub, the supplier has the main responsibility for maintaining customer information. Customer information can be updated by all the suppliers who have a valid contract with the customer. Customer information can be updated as part of the contract processes (DH-311) or with a separate notification (DH-111). The datahub will forward the data to the DSO and other parties entitled to the data. The process is described in further detail in the datahub instructions.

If the customer notifies the DSO of a change in their customer information, the DSO shall send to the datahub a customer information update request (DH-112-1), which is forwarded to the supplier who has last concluded a contract with the customer. This supplier shall carry out the actual update of customer information. The supplier may refuse to update the information if the supplier deems that the update request is unfounded or incorrect. The supplier must respond to the update request by sending the customer information update to the datahub, which includes either the data notified by the DSO (the supplier accepts the update request) or the customer information in its own system (the supplier rejects the update request).

In the datahub, only the customer's basic information is updated as customer information, and this basic information can be shared with all the market participants that have contracts with the customer in question. The customer's basic information includes their name, customer identification (personal identity code or business ID), official address (postal address) and contact details (telephone number, email address). Other information is maintained as part of the contract information separately for each participant (see next section).

Particular attention must be paid to the quality of customer information because the customer information is shared in the datahub and any errors in the information will affect all parties. Incorrect customer information will make it more difficult to identify and reach the customer and hamper reliable customer service in general. At worst, errors or shortcomings in customer information may involve data protection risks. The datahub validates the technical data content of customer information in accordance with the data standard, but the datahub cannot validate the correctness of the information from the contents or business point of view. Suppliers that maintain customer information in the datahub are responsible for ensuring that the information is correct. It is important to remember a high technical standard is not enough in the datahub, but a high standard of contents is also required.

Particular attention must be paid to, e.g. the following matters:

- old or incorrect information is not updated on top of new information
- the name and identifier notified for the customer (personal identification code or business ID) match
- the spelling of the name is correct
- the names are in the correct name fields (first and last names in different fields)
- no several persons in one first name field (contracts with joint responsibility)

- correct address
- the spelling of the address is correct
- the customer information includes the customer's postal address (billing address is part of the contract data)
- the customer sub-type data is correct (e.g. estate of a deceased person)
- information about restricted customers is correct.

#### **4.6. Updating contract information**

Whenever a party makes changes in their own system to the data to be entered in the datahub, the changes must be notified to the datahub. Changes in contract information are notified with information update events (DH-321 sales contract or DH-322 network contract). Changes of the contents of a contract include, e.g. product changes or changes having an impact on billing data, changes in a special termination clause and changes in the fixed term of a sales contract. However, it is not possible to change the start or end time of a contract by updating the contract. The updating rules of contract information are described in further detail in the datahub instructions.

For example, customer's billing address is contract information. If the customer notifies either of the parties of a change of address during the contract, as a matter of good customer service it should be checked that the customer remembers to notify both parties of the changes. When the supplier notifies the datahub of a change in the billing address, this information is also forwarded to the DSO in accordance with the datahub processes. Since the billing address is contract-specific information, not all DSOs necessarily make use of the information provided by the supplier to the datahub. Therefore, the supplier cannot assume and promise the customer that the network operator will update the billing address received via the datahub. According to the Electricity Market Act and the terms of contract, the responsibility for notifying of changes in billing address or other contact details taking place during the contract lies with the customer. It is recommended to inform customers about their responsibility to update their information when they contact either of their contracting parties.

Instructions for notifying of postal and/or billing addresses and their changes in moving situations are provided in section 3.2.1.

#### **4.7. Temporary change in metering point data**

The DSO may make temporary changes to the metering point and they are known to be restored back to normal within a short period of time. For example, the fuse size may be temporarily changed for a fixed period. The DSO must always notify the datahub of these kinds of changes if the DSO changes the data in its own system. If it is a question of a very insignificant and short-lived change and the DSO does not make any changes to its own system, it is not necessary to notify the datahub of the change.

## 5. AUTHORISATIONS

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As a rule, the business processes of the retail market are based on the responsibility of the party, who is launching the process, for the legitimacy of the legal transaction. It is not required to send a separate authorisation to the DSO or the current supplier if the party is on the list of approved operators. In addition to the datahub, official party IDs are maintained on e.g. eSett's website. Up-to-date information is available on the eSett website: <https://opendata.esett.com/>.

The supplier must have the customer's authorisation when the supplier terminates the current contracts and draws up the network contract on the user's behalf. In a normal situation, any verification of a new concluded contract is valid as an authorisation. The methods of sale must not result in any ambiguity about the customer's will and intention to draw up a new contract. The supplier must also make sure that the customer understands that they have given the supplier authorisation to terminate their effective contracts. The supplier assumes full responsibility for this at all times.

In terms of the functioning of the market, it is important that all parties know their responsibilities about ensuring that contracts that have progressed to the message process stage have really been concluded and they can be verified, and that the data exchange messages can be trusted.

Any confusion must be clarified between the customer and the suppliers. As a neutral party, the DSO must, as a rule, refrain from these clarifications unless the customer specifically requests it. See further in section 3.4.

A verifiable authorisation is also needed if the party authorised by the customer (e.g. the customer's new supplier) requests information about the consumer's current contracts. The customer can grant these authorisations via the customer portal in the datahub. According to the decision of Energy Authority, proof to ensure the existence of an authorisation may be required in the event of a query regarding confidential information (e.g. the contract end date). When the DSO requires authorisation, requirements of non-discrimination must be taken into account (see further in the instruction "Luottamuksellisuus ja syrjimättömyys sähkömarkkinoilla" (Confidentiality and non-discrimination in the electricity market)). The DSO must not under any circumstances, not even with a valid authorisation, notify the end date of sales to a party authorised by the customer. The customer or a party authorized by the customer must request this information from the customer's current supplier (in practice, from the datahub), not from the DSO.

### 5.1. Validity of authorisations

The use of authorisations is governed by the Contracts Act. It is recommended that the authorisations are always valid for a specified period, but they may also be valid until further notice. The recipient of an authorisation valid until further notice should regularly verify (e.g. every 1 or 2 years) that the authorisation is still valid.

According to section 15 of the Contracts Act: "An authorisation based on a document that is given to the agent in order to be presented to a third person shall be revoked by the principal reclaiming the said document of authorisation or by having it destroyed. Upon the principal's request, the agent shall return the said document of authorisation." If the principal notifies the counterparty (if they know who the counterparty is) that the authorisation is no longer valid, the counterparty is not entitled to invoke that the authorisation has not been revoked in any other way. Therefore, this kind of notification is a sufficient way to revoke the authorisation as, after the notification, the counterparty cannot invoke that they were unaware that the authorisation has been revoked (Contracts Act, section 16).

Furthermore, by virtue of the Contracts Act, if the authorisation is presented only once in a continuing business relationship, good faith is not protected as a rule if the contract was not concluded until after the authorisation was already withdrawn from the agent. This means that if the authorisation was correctly revoked by the principal, i.e. the authorisation was withdrawn from the agent, the company's

lack of awareness of the termination of the authorisation is not protected even if they did not know about it. For this reason, it is recommended that an authorisation, even if it is valid until further notice, is requested to be seen again from time to time.

In terms of individual companies, it is necessary to specify how often the validity of the authorisation is verified and what is an acceptable time limit of an authorisation. The authorizations notified to the datahub have different validity periods. These are described in the datahub instructions.

## 6. RETROSPECTIVE BALANCE AND BILLING CORRECTIONS

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Corrections made on billing between the supplier and the customer or between the DSO and the customer are based on the provisions of the current terms of contract. It may be necessary to correct billing retrospectively either to the advantage or detriment of the customer due to incorrect metering data, notice or billing error. Instructions for these corrections are available in the general terms of contract ([VPE2024](#) section 8.6 and [SME2024](#) section 6.6).

Separate instructions concerning corrections made between electricity market participants have been drawn up: [Taseisiin jääneiden virheiden käsittely taseiden sulkeutumisen jälkeen](#) ("Processing of balance errors" report).

## 7. BILLING

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The billing of the supplier and the DSO is regulated by the Electricity Market Act, the Act on Guarantees of Origin of Electricity, the Energy Authority's regulations, and contract terms.

According to the Electricity Market Act, the end-user's invoice and billing information must be accurate, easily understandable, clear, concise, and user-friendly. Billing information must be presented in a way that facilitates comparison by final customers.

Customers must receive their bills and billing information free of charge. However, according to the detailed rationale of the Act, the requirement for free billing only applies to the company's so-called basic invoicing. This does not include, for example, payment reminders and collection invoices resulting from the customer, or additional services requested by the customer, such as additional billing information and bill copies. The customer's right to receive their bills free of charge does not prevent companies from offering discounts to customers who choose electronic invoicing (MAO 261/19<sup>12</sup>), in order to encourage customers to opt for electronic invoicing, which is a better environmental option than paper bills.

Customers must be offered the option of electronic bills and billing information.

### 7.1. Content on the bill and billing information

The content of the bill and billing information is regulated in Chapter 13 a of the Electricity Market Act. Some information must be provided directly on the bill, while some may be provided as an attachment to the bill or on the website. Comparative electricity consumption data must be provided for customers whose bills are based on actual electricity consumption or on remote metering.

The general requirements for billing and provisions regarding the content of bills are specified in sections 105 a to 105 f of the Electricity Market Act, which must be complied with from June 1, 2024<sup>13</sup> [sections 7 - 7.1.3 in this guide]. Other billing-related requirements came into force on June 1, 2023 [section 7.2 in this guide].

#### 7.1.1. Information to be provided on the bill

The customer's bill shall contain the following information:

- 1) the name and contact details of the service provider, including telephone number and e-mail address;
- 2) the price to be paid;
- 3) the due date of the bill;
- 4) amount of measured quantities used as a basis for billing during the billing period or, in the case of small-scale producers and energy communities, the netted or calculated quantities;
- 5) the breakdown of the price;
- 6) the name of the product or service;
- 7) metering point ID;
- 8) the duration of the contract;
- 9) information on the dispute resolution procedures available to the customer and contact details of the dispute settlement bodies;

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<sup>12</sup> In its decision ([MAO:261/19](#)), based on a preliminary ruling given by the Court of Justice of the European Union, the Market Court held that Article 11(1) of the Energy Efficiency Directive must be interpreted as not, in circumstances such as those of the main proceedings, preclude an electricity supplier from granting only those customers who have opted for an electronic invoice (e-invoice) a discount on the basic fee.

<sup>13</sup> Before the entry into force of the above-mentioned articles, sections 57, 57 a, 69 and 69 a of the Electricity Market Act in force at the time of the adoption of the amendments shall be applied.

10) the information on the possibility and effects of switching in relation to the contract.

The bill shall include the breakdown of the following three components: the electricity supply component, the network component and the component comprising taxes, levies, and charges.

If the contract provides for a future change of the product or price, or a discount, this shall be indicated on the bill together with the date on which the change takes place. This applies to those conditions for which later realization has already been agreed upon between the customer and the company in the contract. Such a condition could include the expiry of a fixed-term discount or the expiry of a fixed-term fixed price.

If the bill concerns a dynamic price contract or another electricity sales contract based on the price in the spot markets, the breakdown of the price as mentioned in point 5 above can be provided as an average price weighted by the electricity consumption over a period of no more than one month. In such case, the customer must be provided with the opportunity to verify the correctness of the billed electricity price through the supplier's customer portal available on the supplier's website.

### **7.1.2. Information to be provided on bills, attached to them or linked to them**

In addition, the following information shall be made available to final customers on, with or signposted to within their bills:

- 1) information on the Energy Authority's price comparison tool;
- 2) information on points of single contact where customers have access to the necessary information concerning their rights, the applicable law and dispute settlement mechanisms available to them in the event of a dispute.

If the above information is made available to the customer on a website, the bill must contain instructions to enable the customer to access the information.

Where a final customer's bill is based on actual electricity consumption or remote reading, the following information shall be made available to the final customer on or attached to the bill:

- 1) a comparison of the final customer's current electricity consumption with the final customer's consumption for the same period in the previous year in graphic form;
- 2) a comparison with the average end-user in the corresponding end-user group;
- 3) contact details for energy advice, including the address of a website where customers can obtain information on measures to improve the energy efficiency of energy-using equipment.

The above information may also be made available to the end user on the website. In such cases, the final customer's bill shall contain instructions to enable the customer to access the comparative. The supplier and DSO may designate the datahub as the provider of the information referred to in paragraphs 1 and 2.

### **7.1.3. Energy Authority's regulation on the breakdown of bills**

According to the Electricity Market Act, the Energy Authority may issue more detailed provisions regarding the content and presentation format of billing and comparison information, as well as other information to be provided.

On 22 December 2023, the Energy Agency issued a [regulation](#) on the breakdown of bills for the sale and distribution of electricity (3780/000002/2023). This regulation entered into force on 1.6.2024.

The Energy Agency has also published a memorandum to assist suppliers and DSOs in interpreting regulations. The memorandum is not legally binding. The [memorandum](#) is available on the Energy Agency's website.

#### **7.1.4. Information on the origin of electricity**

The information to be presented in bills is also regulated by the Act on Guarantees of Origin of Electricity (1050/2021). According to the law, the electricity supplier must annually provide the customer with information on the share of each energy source in the electricity purchased by the customer according to their electricity sales contract (known as the product mix). This information must also be made easily accessible to the customer on the supplier's website or through another equivalent method, which is clearly indicated to the customer on the bills or their attachments.

In addition, bills or their attachments must provide information on the share of each energy source in the total energy source mix of electricity sold by the electricity supplier in Finland during the previous year (the so-called supplier mix) in an understandable and easily comparable manner. This information may also be provided on the supplier's website or through another equivalent method easily accessible to the customer if it is clearly indicated on the bills or their attachments where the information can be found. This information must also be provided for electricity sold in the European Union if the electricity supplier operates in more than one member state.

The above energy source shares shall be broken down at least as follows:

- 1) renewable energy sources;
- 2) nuclear power;
- 3) fossil fuels.

At least once a year, supplier must provide information on the carbon dioxide emissions and the amount of radioactive waste from the energy sources used to produce the electricity sold by the electricity supplier during the previous year on the bills or their attachments. This information may also be provided on the website of the electricity distributor or by any other similar means easily accessible to customers, provided that the bills or their attachments clearly indicate where this information is available.

## **7.2. Organizing billing and payment methods**

### **7.2.1. Billing method and frequency**

According to the Electricity Market Act, electricity and network service must be billed based on the actual metered consumption at least four times a year. For other than smart meters, billing may be based on the self-reading of the meter by the customer.

However, it is possible to agree with the customer on so called flat-rate billing, where the customer is billed based on equal installments calculated on the estimated annual electricity consumption, along with a reconciliation bill sent once a year. Also in the case of flat-rate billing, the customer must be billed at least four times a year, with one of these bills being the reconciliation bill, ensuring that the customer's annual total billing is based on the actual metered amount.

Billing may be based on an estimated meter value or a fixed amount even when it relies on the customer's self-reading and the customer has not reported the meter reading for the billing period, or if the metering point is not equipped with a meter. Billing may also be based on the estimated meter value if the consumption could not be metered due to a failure of the meter or if the metering data is not available due to a communication failure in the remotely readable meter.

### **7.2.2. Payment methods**

The supplier and DSO shall offer customers different payment methods and flexible arrangements for the actual payment of bills. The options offered shall not contain unjustified or discriminatory terms for

different customer groups. The terms of payment methods may take into account reasonable differences in the costs incurred by the supplier and the DSO in providing different payment methods.

The Electricity Market Act imposes a general ban on demanding prepayment from consumers by suppliers. A supplier may demand prepayment from a consumer as a payment method for securing their receivables only in exceptional circumstances defined in the terms of electricity sales, i.e., only for a very compelling reason related to the consumer themselves. The supplier shall not offer consumers a prepayment scheme that unfairly or discriminatorily disadvantages consumers under the prepayment scheme. The prepayment scheme shall adequately reflect the consumer's estimated annual electricity consumption.

### **7.2.3. Final bill and minimum billing threshold**

The supplier shall deliver the final bill to the consumer within six weeks of the end of the supply of electricity to the consumer.

According to the general terms and conditions, if the supplier is obliged to pay a refund to the consumer due to settling of the final bill, the refund must be paid to the consumer within two weeks of the date on which the information necessary for the payment of the refund is provided to the supplier.

For terminated contracts, each company may independently consider adhering to a predefined and communicated minimum charge and credit for the customer's final bill. Each company should independently consider whether to adopt such a principle and determine the magnitude of the threshold. If such a minimum credit threshold is applied, it must also be applied in additional charges, under the same or more favorable conditions for the customer.

## **7.3. Pass-through billing**

Pass-through billing refers to a situation where the supplier also bills the customer for the share of the network service. In this case, the DSO sends bills concerning the customer to the supplier, who then bills the network charges from the customer and remits the receivables to the DSO.

There are currently no separate regulations on the implementation of pass-through billing or the obligations of the parties involved. This makes managing possible exceptional situations challenging. If there are no specific agreements between the supplier and the customer's DSO regarding the practical arrangements related to pass-through billing and the management of exceptional situations, this is referred to as so-called "non-contractual pass-through billing".

From the DSO's point of view, non-contractual pass-through billing entails such risks that the DSO cannot be forced to agree to non-contractual pass-through billing. If the DSO refuses non-contractual pass-through billing, it shall do so in an unconditional non-discriminatory manner.

A customer covered by the supply obligation must have the opportunity to enter into a contract with the supplier that, in addition to the sale of electricity, also includes the network service (Electricity Market Act, Section 87, Subsection 4). In this case, there is a single contract between the supplier and the customer, which covers both the sale of electricity and the network service, and naturally, the customer receives a single invoice that includes charges for both energy sales and the network service. In these cases, only the supplier and the customer are in a contractual relationship; the distribution system operator has no customer or contractual relationship with the end user.

For customers who have not made such a supply contract, joint billing would be so-called contractual pass-through billing, which would be based on agreements between the customer and the supplier on one hand, and between the supplier and the DSO on the other. Finnish Energy does not have a model agreement for the retailer and the network operator; instead, the parties must negotiate these agreements independently.

However, Finnish Energy emphasize that, under the obligations of the Electricity Market Act, the network operator must treat all suppliers equally. Thus, a network company's alternative approaches to contractual joint billing are as follows:

1. The DSO offers contractual pass-through billing to all suppliers;
2. The DSO offers contractual pass-through billing only to suppliers who meet clear, predefined criteria;
  - The contract may include a supplier-specific collateral requirement, the principles of which must be fair and non-discriminatory;
3. The DSO does not offer pass-through billing to anyone and terminates any existing pass-through billing contracts.

## 8. SPECIAL SITUATIONS

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### 8.1. Procedural instructions in reorganisations

In transfers of contracts taking place as a result of reorganisations, the principles of existing procedural instructions must be complied with, or otherwise efforts must be made to take care of the matter as smoothly as possible in terms of all parties. Extra work for the other parties must be avoided.

The following must be taken into account in transfers of contract resulting from reorganisation:

- The customers must be informed of the situation clearly and at a sufficiently early stage.
- The DSOs must be informed well in advance if a large number of contracts are transferred to another supplier.
- A new supplier must register as a user of the datahub before the supplier starts to offer electricity contracts to end users. In addition, the new supplier must report to the balance settler of the metering area, i.e. the datahub, at least 22 days before it starts electricity supplies to the metering area.
- When transferring contracts, normal procedures must be complied with, according to which the customer's new supplier notifies of the change to the datahub. Therefore, contracts must not be terminated and started with separate processes. It is important to have a clear, unambiguous and consistent method.
- If the terminating supplier has contracts that are valid to begin in the future, these must be terminated before notifying of the transfer of contracts.
- The supplier must not notify of the cessation of activity and the transfer of all contracts if it still continues operations.

### 8.2. Information about the confidentiality of customer information and customers with non-disclosure for personal safety reasons

The number of customers to be kept secret has been on the increase. Confidentiality of data must be ensured throughout and naturally also after the process.

The company may, at the customer's request, enter his/her information as confidential, in which case it must not be disclosed, for example, for marketing purposes. This information about the customer's confidentiality request is not shared between parties, and the customer must do it themselves separately with respect to the contracting partners of their choice. However, the customer's own confidentiality request is not the same as non-disclosure for personal safety reasons, which the person must apply for from the Digital and Population Data Services Agency. Non-disclosure for personal safety reasons means non-disclosure of a person's information, recorded in the population information system, if the person has a justified reason to suspect that the health or safety of themselves or their family is threatened. Therefore, non-disclosure for personal safety reasons means non-disclosure recorded in the personal registers and systems by the authorities, and it does not basically have an impact on the energy companies' right to use or share personal data in their possession.

The key target of non-disclosure for personal safety reasons is to "keep secret" the customer's residential address against unnecessary use, but the customer cannot refuse the company to have the address of the customer's metering point. The energy company will not receive information about the customer's non-disclosure for personal safety reasons from the Digital and Population Data Services Agency, but the customer must notify this to the company themselves. The customer is also obliged to notify the company of any changes, i.e. the end of non-disclosure. In addition, the customer must remove this "secret" information themselves in the datahub customer portal. If a customer with non-

disclosure for personal safety reasons does not want to use their residential address for receiving notices and bills, they must provide another contact address.

It is possible to ask a customer informing about non-disclosure for personal safety reasons whether they also want to opt out of direct marketing. The company can also set up this opt-out by itself. The priority is to ensure that the customer's residential address is not processed unnecessarily.

Information about the customer's confidentiality is maintained in the datahub as part of the customer information. Although the customer's information includes details about confidentiality of the customer information, the information is shared in contract processes in the normal way from the supplier to the DSO.

All parties must take into account the fact that the address added to customer information in the datahub is shared information accessible to all authorized parties and is also transmitted to previous suppliers. If a customer with non-disclosure for personal security reasons explicitly prohibits the forwarding of their address information, the customer's address should be updated in the datahub as a billing address as part of the contract information instead of in the customer information. In this case, the billing address is not transmitted to anyone other than the DSO.

### **8.3. Procedural instructions in the case of a customer's bankruptcy**

A debtor, i.e. a customer of a supplier and a DSO, can be declared bankrupt when it is no longer able to pay its debts. All companies, as well as individuals, can be declared bankrupt. Bankruptcy is an insolvency procedure concerning all the debtor's debts, in which the debtor's assets are used to cover its debts.

When bankruptcy begins, the debtor loses control to manage its assets and contracts, and an estate administrator appointed by the court takes control over the bankruptcy estate's affairs. Once bankruptcy has been declared, the continuation of sales and network contracts is not automatic; rather, it requires active measures from the supplier and the DSO.

#### **8.3.1. Effects of bankruptcy on receivables**

The date of the beginning of bankruptcy determines which receivables are lodged as part of lodgement of a claim in bankruptcy and which receivables are billed from the bankruptcy estate itself. The starting date of the bankruptcy, i.e. the date of bankruptcy, is indicated in the court's decision when the court makes an order of bankruptcy.

The debts subject to lodgement, i.e. claims in bankruptcy, include receivables whose basis arose before the bankruptcy, including receivables on the date of bankruptcy. The supplier and DSO must lodge the claims in bankruptcy <sup>14</sup> in order to later receive disbursements from the assets of the estate in accordance with the disbursement list, if there are assets left to be collected.

Debts whose basis has arisen after the date of bankruptcy are paid when they fall due as administrative expenses without separate lodgement measures. Administrative expenses are debts of the bankruptcy estate and they have priority over the bankruptcy claims to be lodged. The bankruptcy estate is obliged to pay administrative expenses incurred after the date of bankruptcy as they fall due. If the payment of administrative expenses is delayed, the usual debt collection measures can be applied to them without prejudice to the Bankruptcy Act.

The estate administrator may need to determine the amount of receivables at the beginning of the bankruptcy, whereby the supplier and DSO must be able to distinguish between its receivables accrued

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<sup>14</sup> Lodgement of a claim in bankruptcy refers to a phase of the bankruptcy process in which creditors report their claims to be taken into account in disbursements of assets.

up to the bankruptcy date and those arising thereafter. Receivables are calculated separately based on the meter reading, depending on whether they were incurred before or after the bankruptcy date. Receivables arising on the bankruptcy date are included in claims arising before the bankruptcy.

### **8.3.2. Impact of bankruptcy on contractual and debt relations**

The bankruptcy itself does not have a terminating or altering effect on contractual relationships, which means that contracts do not automatically end on the beginning of bankruptcy. The electricity company also does not have the right to terminate or revoke the contract only due to the customer's bankruptcy.

The bankruptcy estate has the right to decide which customer's contracts it wants to continue. This is because the bankruptcy estate has a statutory right to commit to a contract, i.e. customer's electricity sales and network contracts, entered into by the debtor under Chapter 3, section 8 of the Bankruptcy Act. The bankruptcy estate has the right to commit to the customer's contracts regardless of whether the electricity company's claims have been paid. The bankruptcy estate's right to commit to contract is mandatory legislation, and it is therefore not automatically a question of concluding a new contract or transferring the contract in accordance with the general terms and conditions.

The bankruptcy estate has the right to commit to the contract made by the customer on the same terms as the customer had. Alternatively, the bankruptcy estate may, if it wishes, conclude a completely new contract under new terms or decide to terminate the contract.

### **8.3.3. Extension of the contract**

Upon receiving information about the debtor's bankruptcy, the electricity company must immediately inquire with the bankruptcy estate whether it wishes to: 1) commit to the customer's contract, 2) enter into a new contract, or 3) terminate the contract. Both the supplier and the DSO must each separately inquire with the bankruptcy estate regarding commitment to the contract for their respective contracts. It is advisable to make the inquiry to the estate administrator in writing, and a reasonable time should be allowed for providing a response. The reasonableness of the response time should be assessed on a case-by-case basis, considering the interests of various parties, such as the extent of the contract and the potential damage caused by disconnecting the electricity supply.

The electricity company also has the right to require that the bankruptcy estate provides an acceptable security to fulfill the contractual obligations. If security is required, this should be communicated when inquiring about the bankruptcy estate's commitment to the contract. The amount of the required security should also be specified at the same time.

According to the recommendation of the Bankruptcy Ombudsman, the bankruptcy estate needs its own business ID if it pays off wages as administrative expenses or applies to become liable for VAT or register for prepayment of taxes. For these practical reasons, estate administrators usually apply for a new business ID for the bankruptcy estate. The bankruptcy estate is a technically separate legal entity from the debtor company, regardless of whether the bankruptcy estate has its own business ID or not. Therefore, the bankruptcy estate should not be confused as a legal entity with the debtor company during its operation, even if the bankruptcy estate commits to contracts concluded by the debtor.

When the electricity company receives information about the debtor's bankruptcy, the debtor's contract must be terminated, for IT- technical reasons, retroactively to the date of bankruptcy (see above, section 8.3.1 on the distribution of claims in bankruptcy claims and as administrative expenses). From that point forward, a new contract must be made in the name of the bankruptcy estate. A new contract must also be made temporarily in the situation where the bankruptcy estate informs the supplier and the DSO that it does not want to enter into a new contract or commit to debtor's contract but instead wants to terminate the contract because it does not require electricity. In this case, the new contract entered in the system in the name of the bankruptcy estate is valid from the date of

bankruptcy to this notification date by the bankruptcy estate. The termination of the contract will be further discussed in the following section.

If the bankruptcy estate commit to debtor's contract, a new contract must be made for the bankruptcy estate on the terms of the bankrupt debtor's contract. The new contract is made because the bankruptcy estate is technically a different legal entity from the debtor company. In such situations, the supplier and the DSO inform the bankruptcy estate about the updating of contract and customer numbers.

If the bankruptcy estate notifies that it will conclude a completely new contract, the new contract does not have to be concluded on the same terms as the previous contract the debtor had. The new contract is then confirmed through normal procedures.

The new contract must be notified to the datahub according to the datahub instructions. In bankruptcy situations, contract changes are typically made retroactively because a reasonable amount of time must be allowed for the bankruptcy estate to take the necessary measures. If the termination of the old contract is done retroactively, this should be notified to the datahub operator through a support request. The datahub operator then executes the retroactive termination as described in Chapter 3.14.1 of the document "Electricity retail market business processes in Datahub" (v2.1). Only after this can the new contract be notified through a datahub event. In such cases, DSOs are obligated to accept the retroactive termination of the contract and the start of the new one. For more information on retroactive moves, see section 3.2.5.

If the bankruptcy estate obtains a new business ID, a new contract is made under this business ID. It is also possible that the bankruptcy estate does not acquire a business ID. Nevertheless, a new contract must be made in the name of the bankruptcy estate as the bankruptcy estate should not be confused with the debtor company. If the bankruptcy estate does not have its own business ID, a new contract can be notified in the datahub by giving a customer sub-type "bankruptcy estate" and forming a party's own identification for this customer.

#### **8.3.4. Termination of the contract**

The bankruptcy estate also has the right to terminate the contract. If the bankruptcy estate does not commit to the debtor's network and sales contracts or make a new contract for the bankruptcy estate, temporary contracts made for bankruptcy estate are terminated on the date of notification, and the DSO must disconnect the electricity supply to the metering points, unless a new supplier registers as bankruptcy estate's supplier. Terminations of contracts are notified to the datahub as moves-out so that they can be terminated for the current day.

The bankruptcy estate does not have the right to retroactively terminate contracts back to the date of bankruptcy if the estate has consumed electricity after the day of bankruptcy while considering actions regarding the contracts. Therefore, the bankruptcy estate is responsible for the electricity consumption used by the estate and must pay for it until it notifies the electricity companies that it does not commit to the contract.

When there are no valid network and sales contracts in place at the metering point, the DSO must inquire with the bankruptcy estate whether it commits to a connection maintenance agreement. If the bankruptcy estate does not commit to the connection maintenance agreement, the DSO has the right, based on the connection terms, to terminate the connection contract immediately.

## APPENDICES

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### Appendix 1 – Order of validity of the instructions

Document	Approved by
Legislation (acts and decrees)	
Sähkön vähittäismarkkinoiden menettelyohje (Procedural instructions for the electricity retail market)	Finnish Energy
Luottamuksellisuus ja syrjimättömyys sähkömarkkinoilla (Confidentiality and non-discrimination in the electricity market)	Finnish Energy Energy Authority
Energiaviraston suositus sähköverkonhaltijan syrjimättömyyden varmentamista koskevasta toimenpideohjelmasta ja raportoinnista (Finnish Energy's recommendations for the action plan and reporting to ensure non-discrimination of the distribution system operator)	
Sähkön mittauksen periaatteita (Principles of electricity metering)	Finnish Energy
Taseisiin jääneiden virheiden käsittely taseiden sulkeutumisen jälkeen (Handling of balance errors after closing of balance windows)	Finnish Energy

In addition to the procedural instructions for the electricity retail market, there are instructions for the exchange of information in the datahub instructions of Fingrid Datahub Oy.

Document	Approved by
Sähkön vähittäismarkkinoiden liiketoimintaprosessit datahubissa (Business processes of the electricity retail market in the datahub)	Fingrid Datahub Oy
Datahub events	Fingrid Datahub Oy
Datahub data standard	Fingrid Datahub Oy

## **Appendix 2 – Termination of Electricity Supply Due to Supplier's Cause**

This appendix describes the efficient and smooth processes for terminating the supply due to the electricity supplier, utilizing the datahub as much as possible.

The processes take into account the new operating model that came into effect in June 2023, where the Energy Authority ultimately appoints a supplier for passive consumer customers. If the consumer does not have a new supplier and electricity sales contract after a minimum period of three weeks given by the distribution system operator, the distribution system operator's electricity supply will continue for all contractless consumers until the Energy Authority has transferred the customer's electricity supply to the supplier with an obligation to supply as referred to in Section 67 of the Electricity Market Act. The decision by the Energy Authority thus creates an electricity sales contract between the customer and the supplier with an obligation to supply.

### **Process description when sale contracts end due to the supplier's complete termination of its operations**

#### **1. Information on the termination of the supplier's operations**

Information on the termination of the supplier's operations can come, for example, from:

- The supplier is declared bankrupt
- The supplier's balance responsible party announces the termination of the supplier's operations
- eSett or Fingrid announces the termination of the supplier's balance responsible party's operations (the supplier has no balance responsible party)
- eSett announces the termination of the supplier's operations
- The supplier notifies the Energy Authority, datahub, and other parties (DSOs and suppliers) of the termination of its operations and the end date

#### **2. The Energy Authority notifies the distribution system operators and datahub of the termination of the supplier's operations and informs the public about the situation**

In addition to public notification, the Energy Authority informs the distribution system operators about the termination of the supplier's operations and compliance with Section 102. The Energy Authority provides instructions to the distribution system operators on the operating methods and announces the time when the supplier's operations have ended or will end. The distribution system operator must take this into account in calculating the minimum period of three weeks. The distribution system operator must ensure that electricity is supplied to the consumer connected to the distribution network for at least three weeks after the termination of the supplier's supply and the sending of the notification. The Energy Authority notifies the datahub of the termination of the supplier's operations.

#### **3. The distribution system operator notifies customers of the termination of the supplier's operations**

The distribution system operator notifies the customer of the termination of the supplier's operations and the subsequent actions. The distribution system operator advises the customer to immediately acquire a new electricity supplier and informs how long the distribution system operator will supply electricity instead of the supplier. At the same time, it is informed that the customer must compensate the distribution system operator for the reasonable costs incurred from the electricity supply, i.e., the customer is informed of the electricity price or the pricing criteria that the distribution system operator will charge the customer during its supply. If the consumer and the distribution system operator do not agree on the compensation, the Energy Authority determines the amount of compensation (Electricity Market Act Section 102.2 and VPE 9.2.5).

**a) Other information in the notification sent to the consumer**

In addition to the aforementioned information, the distribution system operator informs the consumer that if the customer does not choose a new supplier within the period specified in the distribution system operator's notification, the Energy Authority will appoint a new supplier for the consumer, who is the area's supplier with an obligation to supply. The period must be at least three weeks from the end of the supplier's supply to the consumer and the sending of the distribution system operator's notification.

**b) Other information in the notification sent to other than consumers**

The distribution system operator informs the customer of the time when the electricity supply will be disconnected due to the lack of an electricity supplier unless the customer has chosen a new supplier before that. According to the law, the distribution system operator cannot interrupt the electricity distribution of a non-consumer customer before notifying the customer of the disconnection and its reason.

Sending notifications follows the terms of contract. The distribution network operator needs to act as quickly as possible. Customers expect information about the matter as soon as possible after the information is made public through the media.

**4. Termination of the supplier's existing contracts and cancellation of future contracts in the datahub**

- a) If the supplier's operations end suddenly, the datahub terminates the supplier's existing contracts with a mass tool by the end date. The mass tool also generates termination messages sent to the distribution system operators. Additionally, the datahub cancels the supplier's future contracts. The distribution system operator is also notified of the cancellations. The termination or cancellation notice obtained from the datahub must include the reason code, and it is AN05="Supply ends due to the supplier's cause" or AR07="Supply is canceled due to the supplier's cause" (cf. normally AN02=Termination or AR02=supplier's cancellation).
- b) If the termination of the supplier's operations is known within the normal notice period, the supplier terminates the existing and future contracts with the normal processes using the reason code AN05="Supply ends due to the supplier's cause" or AR07="Supply is canceled due to the supplier's cause" and changes the fixed-term contracts to indefinite-term contracts in good time. If these are done by the supplier as mass changes mechanically, they must always be agreed separately with the datahub to ensure that large amounts of notifications do not interfere with the daily operations of the datahub.

**5. The supplier terminates the datahub service agreement**

The supplier terminates the datahub service agreement in writing to the datahub. The notice period for the service agreement is one month. The supplier must take into account the six-week rule for sending final invoices to customers in the service agreement termination schedule, as the supplier will no longer have access to the datahub after the termination date of the service agreement. The service agreement must be valid for at least six weeks after the termination of the last customer contracts.

**6. The distribution system operator receives termination messages for sales contracts**

The distribution system operator ensures that the termination messages sent by the supplier do not lead to the normal disconnection process. When the supply ends due to the supplier's cause, the network contract should not be terminated in these situations. Distribution system operators should ensure that they do not have automation that might automatically terminate network contracts in these situations. Unlike other contractless metering points, the datahub

does not send reminders of the contractless metering points for these contracts terminated due to the supplier's cause.

#### **7. The supplier's supply ends and the distribution system operator's supply begins**

The party responsible for the customer's supply changes. Those customers who have not chosen a new supplier themselves remain in the distribution system operator's supply. In the datahub, the points are supplierless, and the energy used by the customer is settled as network losses in the imbalance settlement.

According to the law, the distribution system operator can designate a supplier who takes care of the electricity supply for end users under the responsibility of the distribution system operator in these situations. This designated supplier can, among other things, bill for the electricity delivered during the period, also for the electricity distribution under the supplier's responsibility depending on the contract arrangements. However, the distribution system operator itself is responsible for the obligations towards the customer under this process. Therefore, all communication directed at the customer must also take place in the name of the distribution system operator.

#### **8. A decision on the customer's new supplier**

- a) The customer chooses a new supplier, and the supply according to the contract begins.

Suppliers are recommended to start supply as soon as possible to minimize the time the customer is in the distribution system operator's supply. There are no technical obstacles to this.

The supply can also be started retroactively in the datahub from the end of the old contract if the supplier and the customer have agreed so.

- b) The Energy Authority appoints a new supplier for passive consumer customers. The supply begins on the date of the decision.
- c) The electricity supply to a passive business customer is disconnected due to the contractless situation after the period specified in the distribution system operator's notification has ended.

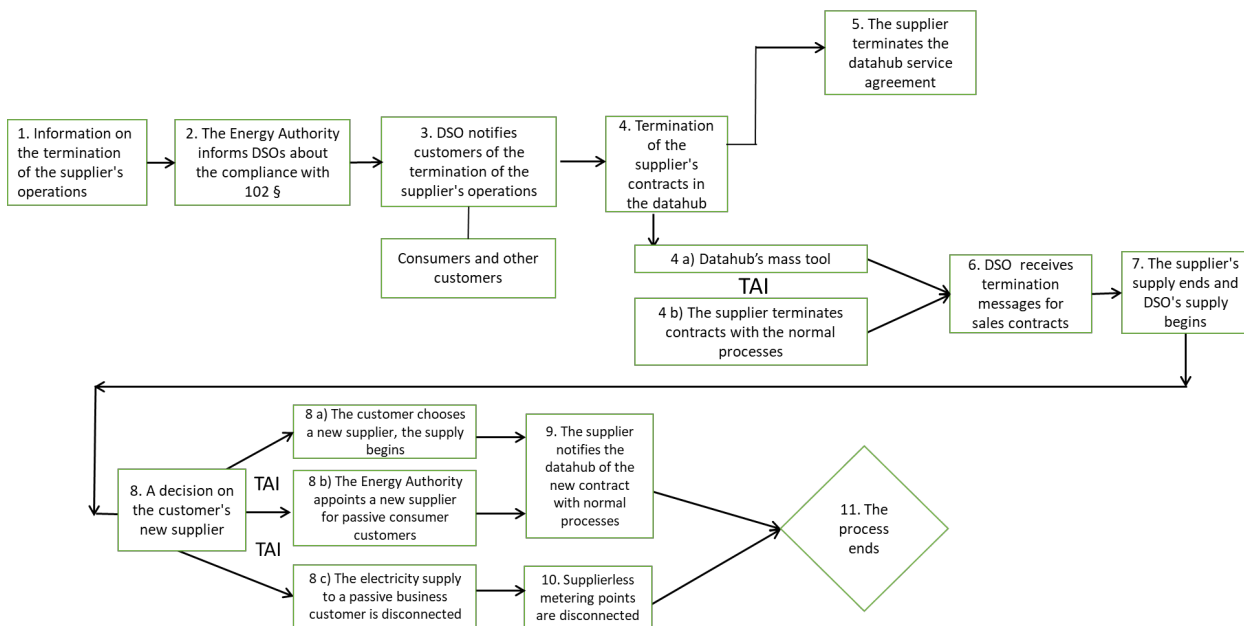
#### **9. The supplier notifies the datahub of the new contract with normal processes (8a and 8b)**

The customer can make a new contract to start immediately from the end date of the terminating sales contract without a 14-day period. According to the datahub processes, the new sales contract can be notified to start before the 14-day period if the previous sales contract has already ended. In this case, the new sales contract can start at the earliest from the end of the previous contract.

#### **10. Supplierless metering points are disconnected (8c)**

For non-consumer customers who have become supplierless, normal processes are followed. In the name of good customer service, the distribution system operator can, if possible, contact the customer or the connecting party before the disconnection and explain the reason for the disconnection to the customer.

#### **11. The process ends**



### Process description when the supplier terminates the customer's contract without a reason attributable to the customer

According to the Energy Authority's interpretation, Section 102 of the Electricity Market Act applies in all situations where the customer's electricity supply ends due to the retailer's cause. The procedure under Section 102 of the Electricity Market Act does not apply to individual cases under Section 103, where the electricity supply is interrupted due to the end user's cause (e.g., the supplier has terminated or revoked the contract due to the end user's significant neglect of payments or other significant breach of contractual obligations).

To ensure that the distribution system operator knows that Section 102 of the Electricity Market Act applies to individual contract terminations, the supplier must notify the datahub by the reason code of contract termination message that the supply ends due to the supplier's cause.

#### 1. The supplier notifies the datahub of the termination of the contract

The supplier terminates the existing contract according to the contract terms with the normal processes using the reason code AN05="Supply ends due to the supplier's cause" (cf. normally AN02=Termination). The datahub notifies the distribution system operator.

#### 2. The distribution system operator receives the termination message for the sales contract

The distribution system operator must ensure that the termination message sent by the supplier does not lead to the normal disconnection process, even though the datahub sends reminders of the contractless metering points also for these contracts terminated at the supplier's initiative. When the supplier terminates the sales contract with the new termination reason, the network contract should not be terminated in these situations. Distribution system operators should ensure that they do not have automation that might automatically terminate network contracts when the supplier notifies the termination of the contract due to the supplier's cause. The termination notice obtained from the datahub includes the reason code, and it is in these cases AN05="Supply ends due to the supplier's cause" (cf. normally AN02=Termination).

#### 3. The distribution system operator notifies customers of the termination of supply due to the supplier's cause

The distribution system operator notifies the customer of the termination of supply due to the supplier's cause and the subsequent actions. The distribution system operator advises the customer to immediately acquire a new electricity supplier and informs how long the distribution system operator will supply electricity instead of the supplier. At the same time, it is informed that the end user must compensate the distribution system operator for the reasonable costs incurred from the electricity supply, i.e., the end user is informed of the electricity price or the pricing criteria that the distribution system operator will charge the customer during its supply. If the consumer and the distribution system operator do not agree on the compensation, the Energy Authority determines the amount of compensation (Electricity Market Act Section 102.2 and VPE 9.2.5).

**a) Other information in the notification sent to the consumer**

In addition to the aforementioned information, the distribution system operator informs the consumer that if the customer does not choose a new supplier within the period specified in the distribution system operator's notification, the Energy Authority will appoint a new supplier for the consumer, who is the area's supplier with an obligation to supply. The period must be at least three weeks from the end of the supplier's supply to the consumer and the sending of the distribution system operator's notification.

**b) Other information in the notification sent to other than consumers**

The distribution system operator informs the customer of the time when the electricity supply will be disconnected due to the lack of an electricity supplier unless the customer has chosen a new supplier before that. According to the law, the distribution system operator cannot interrupt the electricity distribution of a non-consumer customer before notifying the customer of the disconnection and its reason.

**4. The supplier's supply ends after termination, and the distribution system operator's supply begins if the customer does not have a new supplier**

The party responsible for the customer's supply changes. Those customers who have not chosen a new supplier themselves remain in the distribution system operator's supply. In the datahub, the points are supplierless, and the energy used by the customer is settled as network losses in the imbalance settlement.

According to the law, the distribution system operator can designate a supplier who takes care of the electricity supply for end users under the responsibility of the distribution system operator in these situations. This designated supplier can, among other things, bill for the electricity delivered during the period, also for the electricity distribution under the supplier's responsibility depending on the contract arrangements. However, the distribution system operator itself is responsible for the obligations towards the customer under this process. Therefore, all communication directed at the customer must also take place in the name of the distribution system operator.

**5. A decision on the customer's new supplier**

- a) The customer chooses a new supplier, and the supply according to the contract begins.

Suppliers are recommended to start supply as soon as possible to minimize the time the customer is in the distribution system operator's supply. There are no technical obstacles to this.

The supply can also be started retroactively in the datahub from the end of the old contract if the supplier and the customer have agreed so.

- b) The Energy Authority appoints a new supplier for passive consumer customers. The supply begins on the date of the decision.

- c) The electricity supply to a passive business customer is disconnected due to the contractless situation after the period specified in the distribution system operator's notification has ended.

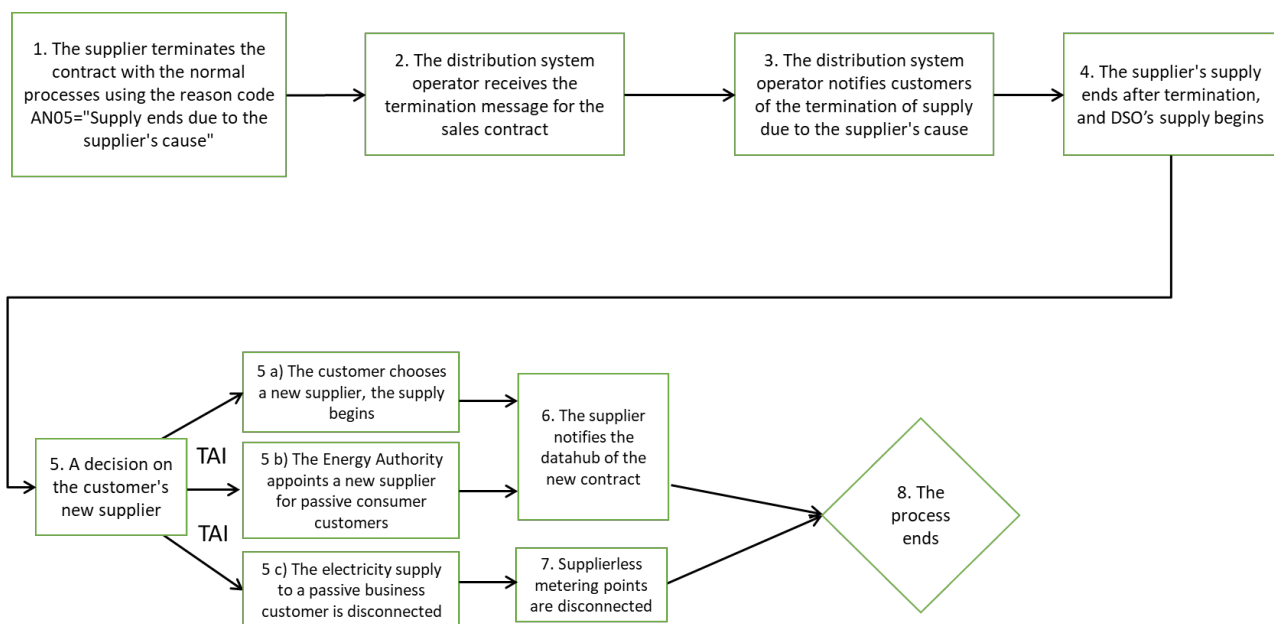
## 6. The supplier notifies the datahub of the new contract information with normal processes (5a and 5b)

The customer can make a new contract to start immediately from the end date of the terminating sales contract without a 14-day period. According to the datahub processes, the new sales contract can be notified to start before the 14-day period if the previous sales contract has already ended. In this case, the new sales contract can start at the earliest from the end of the previous contract.

## 7. Supplierless metering points are disconnected (5c)

For non-consumer customers who have become supplierless, normal processes are followed. In the name of good customer service, the distribution system operator can, if possible, contact the customer or the connecting party before the disconnection and explain the reason for the disconnection to the customer.

## 8. The process ends



### The Energy Authority appoints a new supplier

1. The supplier's operations end, or the supplier terminates the consumer's contract.
2. The Energy Authority retrieves information from the datahub on the supplier with an obligation to supply for each distribution network area based on the energy amounts of customers covered by the supply obligation on the date of the supplier's operations or contract termination.
3. The Energy Authority retrieves information from the datahub on those consumers of the terminated supplier who do not have a new supplier three weeks after the supplier's operations or contract termination.
4. The Energy Authority appoints a new supplier for these consumers as soon as possible after receiving the aforementioned information and checks again from the datahub those customers who are still without a supplier.