

**Question for written answer E-002706/2025/rev.1
to the Commission**
Rule 144
Vilis Krištopans (PfE)

Subject: Compatibility of the fees for early termination of electricity contracts, as laid down in Latvia's legislation, with EU regulations. Part Two

1. What are the most important 'proportionality' criteria within the meaning of Article 12(3) of Directive (EU) 2019/944¹ that Latvia must abide by, and does the Commission have examples of good practice from other Member States?
2. Does 'direct economic loss' as referred to in Article 12(3) of Directive (EU) 2019/944, denote not only expenses relating to the conclusion of the contract (such as risk insurance) but also the profit that the supplier will forego in the future? At first glance, an interpretation of the concept of direct economic loss that would require users to pay the profit foregone by a supplier for the entire duration of the contract would render switching suppliers economically meaningless and would conflict with the objective set out in Article 1 of Directive (EU) 2019/944, namely, to create truly integrated competitive, consumer-centred, flexible, fair and transparent electricity markets.
3. Has an infringement procedure been brought against Latvia for the improper transposition of Article 12 of Directive (EU) 2019/944 into national legislation?

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¹ <https://eur-lex.europa.eu/eli/dir/2019/944/oj/?locale=LV>.