UNFAIR PRACTICES IN PHOTOVOLTAICS – OVER PLN 28 MILLION OF FINE FOR BO ENERGY

* **President of UOKiK Tomasz Chróstny has issued a decision imposing more than PLN 28 million of fine on BO Energy (formerly FG Energy).**
* **The challenged practices include, among others, making it difficult for consumers to withdraw from their contract free of charge, misleading them as regards the cooperation with the Ministry of Climate and free-of-charge audit.**
* **The company will have to return the money to consumers who have withdrawn from their contracts.**

**[Warsaw, 4 January 2023]** BO Energy (formerly FG Energy) from Kraków sells and assembles photovoltaic installations. Contracts are concluded away from business premises. The Authority has received complaints from consumers about the company’s activities. In February 2022, the President of UOKiK [pressed charges against FG Energy](https://uokik.gov.pl/news.php?news_id=18401) for breaching collective interests of consumers. He has now issued a decision stating that the company had been engaged in unfair practices.

- *BO Energy misled consumers so that they sign contracts worth up to several dozens of thousands of zlotys for the sale and assembly of photovoltaic installations. It then used illegal manipulation techniques to prevent them from withdrawing from these contracts free of charge -* says Tomasz Chróstny, President of the Office of Competition and Consumer Protection.

In order to encourage consumers to take advantage oftheir offer, the representatives of the company referred to cooperation with the Ministry of Climate and Environment in their talks with customers. This looked like on the recording obtained during the “mysterious customer” audit: *“(...) Our company acts on behalf of the Ministry of Climate*. *It may happen that after my meeting you will get a phone call asking how the meeting was held, is that ok? So you know, we were talking about ecology, weren’t we?”* However, as UOKiK has established, such cooperation had never taken place.

Consumers were also misled about the free-of-charge nature of the preliminary audit that the company was tempting to online. However, according to the provisions of the contracts, in the event of the contract withdrawal FG Energy ordered to pay PLN 2700 for the package of activities, the most important element of which was the audit. The trader was also convincing of the need to pay this amount despite the efficient withdrawal during the “mysterious customer” audit.

The company has tried in various ways to prevent customers from withdrawing from the off-premises contract free of any charge. According to the law, in such a situation a consumer has 14 days to think and can opt out at that time without incurring any costs. An exception is a clear request for the provision of services before the expiry of the withdrawal period, in which case the consumer should pay for the works performed. FG Energy tried to smuggle such consent, for example, in the “Promotions” annex, where it placed the “Montaż Ekspres” [Express Installation] service. In fact, it did not confer an advantage on the consumer, as the end date remained unchanged but with the consent to start work immediately and pay for it.

The company also introduced clauses in the contracts which imposed an obligation on consumers to cooperate, e.g. send documents, approve visualisation during the first stage, which was to end 14 days from signing the contract, i.e. at a time when customers could still withdraw from the contract. This could mislead them as to the possibility of exercising this right. Similarly, it is misleadingthata consumer “*will lose their right to withdraw from the contract at the time of installation*”. The provisions stipulate such an exception only where the object of the service are the goods which, after delivery, are inseparably linked to others. According to the President of UOKiK, elements of the photovoltaic installation are not inseparably linked with each other or with the surface on which they are mounted.

- *Photovoltaic installations are a serious and expensive investment. A consumer must have time to think it over firmly, especially if the contract has been concluded outside the trader’s premises. Depriving consumers of their right to withdraw from the contract concluded outside the company’s premises is illegal and unacceptable* - says Tomasz Chróstny, President of UOKiK.

President of the Office has imposed a fine on BO Energy (formerly FG Energy) in the amount of more than PLN 28 million (PLN 28 403 498). Once the decision has become final, the company will also have to inform consumers about it. In addition, it is obliged to notify all persons who have withdrawn from the contract but have not had their money returned that they can apply for it and then settle with them.

**Consumer Support:**

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[Consumer Ombudsmen](https://uokik.gov.pl/pomoc.php) – in your town or district