Distribution Law Center
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CASE CARD | 15 July 2026

Check24 (B8-40/25)

Parity clauses

1. CASE SUMMARY

A. Summary of facts

Check24 GmbH operates online comparison portals for a wide range of products and services, including electricity and gas supply contracts. The company primarily operates in Germany and also has subsidiaries in Austria and Spain. Its subsidiary, Check24 Vergleichsportal Energie Betriebs GmbH & Co. KG, is active in the brokerage of energy supply contracts.

Market studies cited by the Bundeskartellamt indicated that Check24 accounted for approximately 60% to 70% of all energy supply contracts concluded through online intermediary services in Germany.

Check24's agreements with energy suppliers contained price parity clauses. These clauses prevented suppliers from offering lower prices through competing comparison websites or other sales channels, including their own direct sales channels. In order to resolve the proceedings, Check24 offered commitments under which it agreed to discontinue the use of such clauses.

B. Notes on case history

The proceedings were initiated following complaints received in 2024 and 2025.

During the investigation, Check24 unsuccessfully challenged information requests issued by the Bundeskartellamt before the Düsseldorf Higher Regional Court.

C. Legal analysis

The German Federal Cartel Office's ('FCO') considered that the price parity clauses used by Check24 could restrict competition and potentially infringe Article 101 TFEU and the corresponding provisions of German competition law. Given Check24's high market share (often over 95% combined with its competitor Verivox), the clauses were viewed as a potential abuse of a dominant position.

According to the FCO, the clauses amounted to across platform retail parity obligations, as they prevented energy suppliers from offering more favourable prices through competing comparison websites or other sales channels.

The FCO further noted that such clauses are not covered by the safe harbour of Regulation 2022/720, since

Article 5(1)(d) VBER excludes obligations that prevent buyers from offering goods or services under more favourable conditions through competing online intermediation services.

Rather than adopting an infringement decision, the Bundeskartellamt accepted commitments offered by Check24 and made those commitments binding pursuant to Section 32b ARC.

2. RELEVANT LEGISLATION

- Article 101 TFEU
- Section 1, 2, 29 ARC
- Section 32b ARC
- Regulation 2022/720

3. PRACTICAL SIGNIFICANCE

The proceeding ended with binding commitments. Check24 agreed to stop using parity clauses and ensure that ranking or visibility is not influenced by whether a supplier offers lower prices elsewhere.