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The Handbook for consumers was prepared by the participants of the Erasmus IP project
“**New Standards of Consumer Rights Protection within the EU and its Candidate Countries**”
(2013-1-TR1-ERA10-48726)

HANDBOOK

FOR CONSUMERS



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“New Standards of Consumer Rights Protection within the EU and its Candidate Countries”
(2013-1-TR1-ERA10-48726)

Project coordinator: Okan University (Turkey)



Project partners:

Thomas More Kempen University College / Belgium



Pazmany Peter Catholic University / Hungary



Università degli Studi Suor Orsola Benincasa / Italy



“1 Decembrie 1918” University of Alba Iulia / Romania



Riga Graduate School of Law / Latvia



Authors: Cansu Akbulut, Silvija Alberte, Arda Balkan, Bettina Beréndi, Abdullah Cem Bilgili, Arianna Cannella, Alessia Cardillo, Marina Çlenova, Daniele D'Antonio, Jentel Das, Roxana Ioana Dinea, Evelien Doms, Sofia El Alami, Hazal Eyüpoğlu, Mădălina Daniela Filipescu, Marie Gjortler Mouritzen, Adelina Alexandra Gudea, Stefan Heymans, Mykhailo Kiktenko, Loretta Kósa, Tetiana Kostina, Eduard Kuzmin, Vladlena Lavrushyna, Tatiana Lazari, Darja Lesnevskaya, Jānis Markovs, Andrea Marzullo, Daniel Mortură, Debora Vesa Nechita, Michiel Paeshuyse, Katrīna Pētersone, Yuliia Sapiga, Rossella Scotti Miklós Szegeda, Anett Szopkó, Barbara Tenyér, Roberta Tordini, Umay Uçak, Zeynep Ünlü, Inga Velychko, Philip Verrydt, Lili Vraukó.

Supervisors: Ilaria Caggiano, Borbála Dömötörfy, Inese Druviete, Arndt Künnecke, Silvia Maican, Pál Szilágyi, Rik Vanderhaeghe.

Editors of final text: Arndt Künnecke

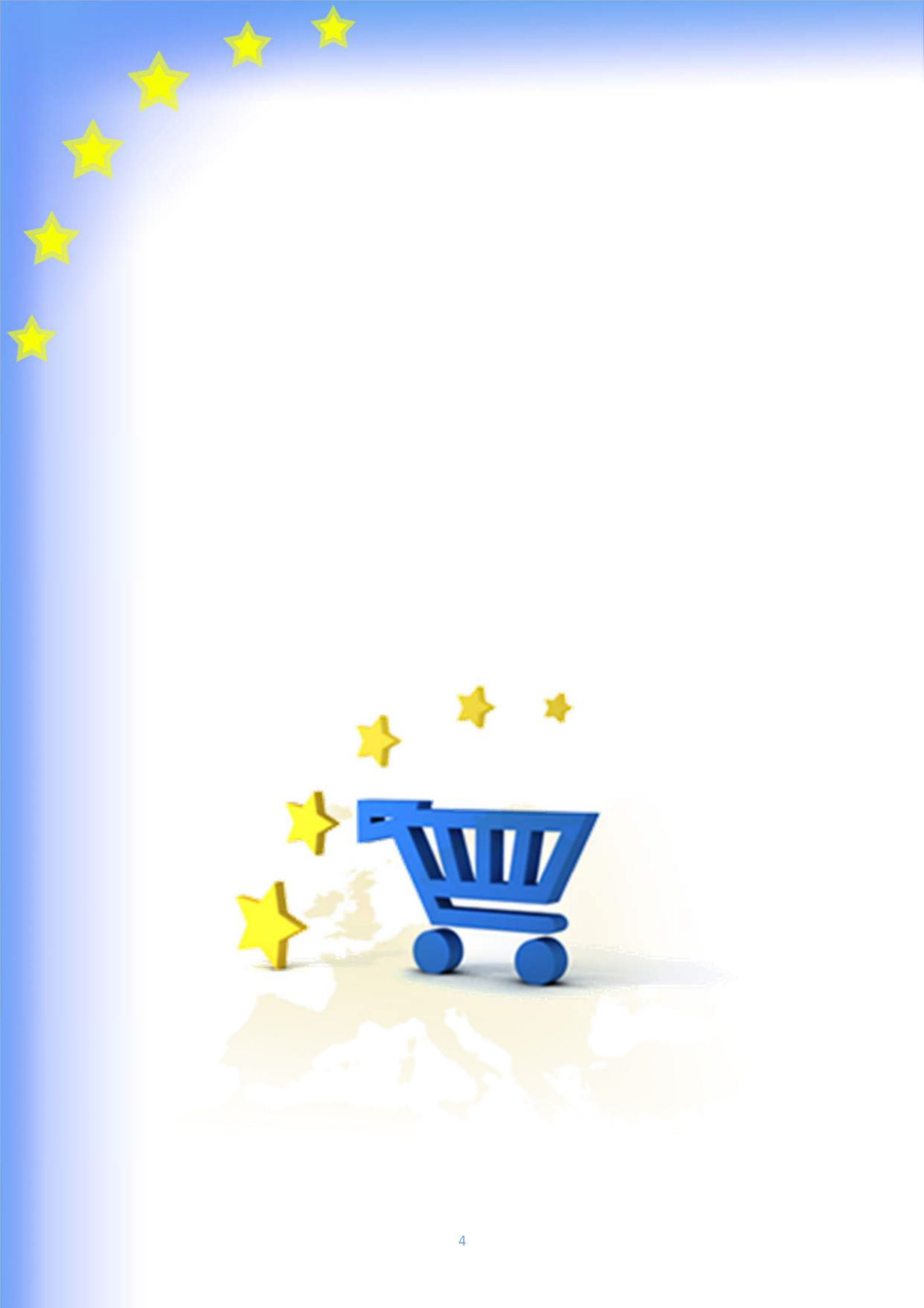
Design & Layout: Daniel Mortură

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CONTENT

Introduction.....	5
Advertising.....	7
Purchase of Goods and Services.....	17
E-Commerce.....	27
Financial Services.....	35
Product Liability.....	43
Cross-Border Transactions.....	51





Does consuming always make you happy?

If yes, you are the lucky one. If not, these brochure will help you. As a consumer you have more rights, than you think.

Have you ever felt manipulated by advertising? Do you know that you have the right to withdrawal or do you know how to protect yourself from the risks of e-commerce? Do the financial services that you get meet your expectations? Who is liable for the damages caused by defective products? What difficulties you may face if you buy something abroad?

If you are not sure about your rights as a consumer, this handbook will help you to find the right answers to your questions. Because as a consumer you need to be informed to make the right decision to buy and to know about your rights in case there is anything wrong with your purchased good or service.

In order to better prepare you for your future purchases and for any inconveniences with your purchased products or services, this brochure will present you situations which consumers within the EU usually face and explain your rights and obligations as a consumer in form of cases and their solutions. To make it easier for you to quickly find useful advice in a specific area, the cases are divided into different sections:

- 1. Advertising**
- 2. Goods and services**
- 3. E-commerce**
- 4. Financial services**
- 5. Product liability**
- 6. Cross-border transactions**





ADVERTISING

Even when you walk down the street, sit at home in your armchair watching TV, surf in the internet or spend your summer holiday you are facing hundreds of advertisements every single day.

You hear them on the radio, you see them on TV, in the newspapers, in the tram, in the internet – practically, everywhere around you. But you have to be really careful because these advertisements are full of techniques and different marketing strategies aiming at persuading you to buy products and services. They are trying to take advantage of the consumers' ignorance and earn some extra money because they know that you do not read the endnotes of the contract.

But what does “advertising” mean? According to the EU Directive 2006/114/EC concerning misleading and comparative advertising, it represents *“the making of a representation in any form in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations”*.

Do you know what to pay attention to in order to not being mislead?

On the following pages you find some everyday life cases in concerning misleading advertising, misleading omissions, aggressive commercial practices and price indication. They will show you to whom to turn to or whom to call if you face any kind of these problems. Let's get started!

We ♥ Advertising



Consumers have the right to complain about aggressive commercial practices

What can you do if you feel aggressively obliged to pay for your bonus?

Case 1

You are on holiday in a foreign country. There, in a lottery at your hotel, you win a bonus for a new holiday. In order to collect the bonus, one hotel employee takes you out to a different building, far from the city center and far from your hotel, without any possibility for you to come back to the hotel on your own. Then the hotel employee informs you that, in order to collect your bonus you have to pay 1/3 of the holiday price. Unable to return to the hotel on your own and forced to watch a long presentation about holiday information, you finally decide to pay and to sign the contract.



Solution

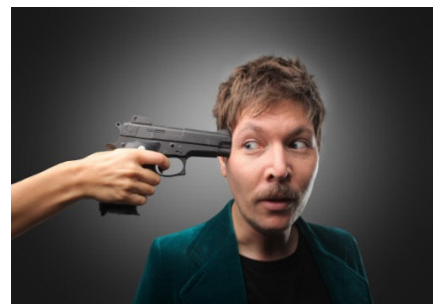
In this case, you felt obliged to pay, even though it was a bonus and it should have been free of charge. You would not have accepted the bonus if you had known that you had to pay.

This is an example of an aggressive commercial practice. According to the Unfair Commercial Practices Directive “a commercial practice shall be regarded as aggressive if by harassment, coercion, including use of physical force causes him to take a transactional decision that he would not have taken otherwise”.

In particular, when a commercial practice creates the impression that the consumer cannot leave the premises until the contract is formed it is in all circumstances considered unfair..

Here, in the case at issue, the hotel is obliged to provide you with sufficient information about the bonus' conditions in advance. As the hotel did not do so, you have the right to claim your consumer rights. As you were forced to sign the contract and as you were not capable of returning to the hotel on your own, the hotel is responsible for all the damages you suffered.

Consequently, you can claim an annulment of the contract and you can also claim compensation. Having signed the bonus holiday contract abroad, you can claim these rights either in your country of residence or in the country where the hotel is located.



Consumers may not to be mislead about the price of a product

What can you do if you get a different price than informed?



Case 2

You order your favourite cosmetic product on the company's website. After that, you receive an e-mail which confirms your order. In the e-mail the company additionally advertises its calendar, which is meant to be for free. One week later you receive your goods and the calendar. In the invoice you notice, that for the total price, the price for the calendar and its delivery has been added as well, although the advertising e-mail did not mention anything about that. You really want this calendar, and you wonder if you should pay the expenses for the calendar. What should you do?

Solution

The company, which is advertising the calendar for free, is misleading you, because in fact you have to pay for the calendar. In its Annex 1, the EU Directive on Unfair Commercial Practices contains a blacklist for banned practises. Annex 1 (20) states that *"it is forbidden to advertise for a product which is "free" or "without charge", if the consumer has to pay anything more than the costs of responding the company or for the delivery of the product"*. Consequently, the company has to inform you about all the cost involved in receiving the calendar. Therefore, the company can only demand from you to pay for the delivery costs for sending the calendar, but it cannot oblige you to pay for the calendar itself.

The company should stop using this form of advertisement, since it is illegal. If it does not stop this misleading advertising this practice should be reported to the national consumer protection authorities.



Consumers may not be misled by advertisements

What can you do if advertising is misleading?



Case 3

It is time to organize your birthday party. You expect dozens of guests, but you have a limited budget and short time period to organize everything. On the market, looking for food, you pass by the fish shop and you see a huge advertisement: "Buy caviar only for 3 €". Of course, the price is suitable for your budget. You go to the store and buy the necessary amount of black caviar. At the shop's check-out you pay with your debit card without checking the total amount of your purchase once again.

When you come back home an unpleasant surprise is waiting for you. The price on the receipt differs from the advertised price: it is much higher than you expected. You go back to the store to complain. The seller explains to you that on the advertisement the price was for 100 g of red caviar in bulk, but not for the black one, which was placed near the red one and had no explicit price tag. He tells you that is was your mistake not to make sure about the price and to pay it without having checked it before making your payment. However, you claim that the seller should have indicated the price of the black caviar in a proper way before your purchase.

What can you do?

Solution

According to the EU Directive on Price Indication, sellers have to indicate the selling price and the unit price on all of their products in order to improve the consumers' information and to facilitate comparison of prices.

Any advertisement which mentions the selling price of products clearly has to show the selling price and the unit price in an unambiguous and easily identifiable manner.

In this case, it was not clear that the advertised price of 3 € for caviar was only set for 100 g of caviar in a bulk. The seller was obliged to clearly indicate the selling price and unit price for the advertised caviar and to make clear that the special offer was restricted to red caviar. Beyond that, he was obliged to clearly indicate the black caviar's selling and unit price. As he did not fulfil any of these obligations, you can give back the purchased caviar and claim your money reimbursed. Even though you did not check the price again when you paid with your debit card, you are not obliged to pay the original price of the black caviar. Because if you knew about the real price you would not have purchased the black caviar as it was no bargain.



Advertised products must be available for consumers for a certain time

What can you do if the advertised product is not available anymore?



Case 4

The travel season is about to start and you are planning to spend your holidays in Greece. One day you see an advert of a travel agency in the local newspaper. A two weeks' vacation in Greece including flight and hotel is offered for a very attractive "starting at" price of 499 €. You go to the travel agency the next day and want to book the advertised travel package for July. However, the travel agent in the travel agency tells you that the cheap travel packages are only available at a restricted time of the year (not during the summer holidays) and that only a small number of them is available at the offered price. During the summer holidays, the advertised holiday package costs twice as much as mentioned in the advertisement. What can you do?

Solution

If an advertised product is not available at the lowest price mentioned and if no limitations about purchase time or available amounts are specified, the information in the advertisement is considered as false and misleading.

Here, the advertised travel package is not available during the summer holidays at the price mentioned in the travel agency's advertisement. However, according to EU law, the travel agency is obliged to provide this information about the restricted availability somewhere in the advertisement.

Every seller has to make sure that advertised products are available in a sufficient amount, in order to satisfy the expected customer demand. The time, how long the advertised product has to be available in stock, depends on the good itself (general rule: at least 2 days).

If you were misled by the advertisement, unfortunately you cannot claim to buy the travel package for the advertised price. However, you should complain at the national consumer protection authorities about this practice in order to stop the travel agency's misleading practice.

Consumers can claim their rights when they have been misled by advertisements

What can you do if the trader tries to cheat you?



Case 5

You and your partner have two children of 4 and 7 years of age and you want to go abroad on a summer holiday to France. You have been searching different hotel websites, which especially are friendly for families with small children. On a hotel booking website you find an affordable hotel for 250 € for one week; and additionally the hotel advertises their large children-friendly swimming pool and you book the hotel room, with the agreement to pay upon arrival.

But when you arrive at the hotel, you are informed that the price for your room, because of renovation, has increased to 425 €. Additionally, when you are investigating the facilities you see that the swimming pool is 3 metres deep and therefore too dangerous for your children. You try to argue that the hotel has made a false advertisement on their website, yet the hotel stresses that older children indeed can swim in the pool, and that the renovation has increased the comfort at the hotel.

Solution

Booked hotel facilities have to be in conformity with the information provided by the seller. In this particular case, the price was increased and the facilities were not in conformity with the promised ones – the swimming pool was dangerous for children. Thus, you have the right to claim back the price of the holiday. The possible choices where you can bring an action of law to regulate this conflict are:

- 1) Court in France
- 2) Court in your country of residence





LINKS

For further information about your rights in the area of advertising visit the following links:

Unfair commercial practices:

http://ec.europa.eu/consumers/citizen/my_rights/unf_comm_prac_en.htm

<http://www.isitfair.eu/>

<https://webgate.ec.europa.eu/ucp/public/index.cfm?event=public.home.show>

Package holidays information:

http://ec.europa.eu/consumers/citizen/my_holidays/index_en.htm

Deceptive practice:

<http://www.enotes.com/consumer-issues-reference/deceptive-trade-practices>





PURCHASE OF GOODS & SERVICES

The protection of your consumer rights in the sphere of purchasing goods and services depend on the active or passive role of the consumer. Therefore, the remedies and the level of the protection of the consumers' rights vary.

If you are an active consumer, you have to be careful right from the beginning. If you come to a shop, you should easily obtain all the available information about the goods and services you are going to buy. The quality, quantity and the price. Therefore, you can make a informed purchase decision, and it depends on the goodwill of the seller to accept your wish to return a good. Otherwise, you do not have the right to return a purchased good if you simply do not like it. But even in this case, you might get into trouble because of a lack of information. For example when you do not receive sufficient information about the content of food or the final price of a product.

If you are not going to a shop yourself, i.e the seller offers you goods or services on the street or at your home, you are in the role of a passive consumer. Then the conditions of trade are not equal. You do not possess all the necessary information to make a conscious choice or consideration because you were not prepared for this purchase. That is why, you can use your right to withdrawal, for example when you buy something on your doorstep. It is important to know that purchases can be divided into purchases of goods and purchases of services. Goods are material things you can touch, you can move, you can feel and see. Services are immaterial activities, you receive from a service provider. Purchased goods can be returned but services can only be cancelled before they are provided. But in case you are not satisfied with the result of a service, you also have the right to pay less or to get your money back.

To be an informed and conscious consumer you have to be aware of your consumer rights. You have a right to be informed, to know your rights and duties before you sign a contract. After you have signed a contract, there are a variety of remedies you can use if something goes wrong. When your purchased good is not in conformity with the contract, you have a right to withdraw, you can either return the goods, claim the repair or replacement of the goods, a proper price reduction or the the reimbursement of your money.

In order to make you aware of your consumer rights when you purchase goods or services, this part of the brochure provides you with real day-to-day cases describing real life situations and advice on how to protect yourself and avoid any troubles while doing your shopping.



Consumers have the right to be informed

What can you do if the seller does not provide clear information about the price of a product?

Case 1

You are shopping in a big supermarket. When you come to the fruit department, you see that kiwis are on sale for a good price. Above the kiwis, you see the written price of 0.33 €. You think it is a very cheap price for a kilo of kiwis. Therefore, you decide to buy one kilo of kiwis. After you paid for all the goods in your shopping basket you check your receipt.

There it turns out that the price of the kiwis was much higher. You go back to the fruit department and look at the price again. There you see that “per piece” is written in very small letters under the price. It is almost impossible to see it.

Can you claim your money back?



Solution

The supermarket must show the prices in a visible place where everyone can see it. Also the price has to be easily understandable.

The supermarket has to indicate the selling price as well as the unit price, i.e. the price of the kiwi per kilo and per piece. This price has to include the VAT and all other taxes.

If the supermarket does not provide all the required information about the price of the kiwis, you can give back the purchased kiwis and the supermarket has to reimburse you your money. Beyond that, the supermarket has to correct the price indication.

Otherwise the authorities can impose a fine on the supermarket.

Consumers have the right to be informed before they sign a contract

What can you do if your travel package includes an unexpected surprise?

Case 2

For your summer holiday you are planning to go to Egypt with your girlfriend for a short vacation. You book an all-inclusive travel package in your local travel agency and you are really satisfied with your holiday.

On the last day of your holiday abroad, you go to the hotel reception to do your check-out. Then the receptionist tells you that you still have a bill to pay. Nobody, neither the travel agency nor the Egyptian hotel told you at any time that alcoholic drinks were not included in your all-inclusive package. Now, you are asked to pay for every single alcoholic drink that you had during your vacation.

You complain that nobody informed you about it and you refuse to pay.



Solution

The travel agency had the duty to inform you about the fact that alcoholic drinks were not part of the all-inclusive travel package. Therefore, you do not have to pay for those alcoholic drinks you consumed during your stay.

As a consumer you have the right to be informed about every single detail of the contract, before you sign it. If the travel agency has not complied with the information requirements on additional charges or other additional costs, you are not obliged to bear those charges or costs.



Consumers have to be informed about the main characteristics of the product

What can you do if you receive wrong information about the food you consume?

Case 3

You are vegetarian. On a Sunday evening you go to a restaurant to have a pizza. From the menu you choose a pizza called “Vesuviana” which contains tomato, mozzarella, garlic and olives.

When your pizza is served and you taste it, you realize that it also contains meat. You call the waiter and complain about the meat on your pizza. He says that meat is one of the main ingredients of this type of pizza; however, you argue that it is not written on the menu.

What can you do?



Solution

You have the right to receive correct information about the product's main characteristics, either in a written or oral way. This information must be clear and understandable for every consumer. In this case you have been misled by the lack of information written in the menu.

The fact that there is meat contained in the pizza should have been mentioned in the menu or given as additional information by the waiter.

So you are entitled to have another pizza free of charge and in accordance with your order.

Consumers have the right to receive the instruction manual in a clear and understandable language

What can you do if you can not understand the instruction manual?

Case 4

You are renewing your kitchen and during your holiday in the Netherlands you see beautiful and quite cheap furniture that you really like. You sign the contract and agree with the shop that they will send the furniture to your home in Belgium. When you receive it you try to install it using the instruction manual and then realize that the manual is too complicated and only a person with specific knowledge may be able to understand it.

Then you call the local store of the same company asking if they can send either an understandable manual or a person who is able to install the furniture. But they refuse it on the basis that you bought it from another country and tell you to contact the store in the Netherlands that you bought the furniture from.



Solution

An instruction manual has to be written in a clear and understandable language so that a reasonable person can understand it without having any specific knowledge.

In this case the consumer does not understand the manual because it is not written in a simple manner. With such a complicated manual the store in the Netherlands might be responsible for assembling the kitchen themselves.

In general, the consumer may choose where he wants to claim his rights between the two – the country of his domicile or the country in which the purchase was made. Consequently, in this case you can claim your rights either in the Netherlands or in Belgium.

You have to send a notice to the seller in the Netherlands and ask for a clearer manual. If the seller refuses to make the kitchen, you can start a legal procedure before Belgian or Dutch courts and choose the law applicable between Dutch and your Belgium home law.



Consumers have the right to receive services of decent quality

What can you do if you are not satisfied with quality of a service?

Case 5

You want to change your hair colour but you do not know which colour to take. Therefore, you ask the hairdresser to show you some colour examples. After seeing some samples you choose a black shade and the hairdresser assures you that the final result will be exactly the same as you can see on the packaging. However, having had your hair coloured the result is completely different: instead of having black hair, your hair turned greenish. So you ask the hairdresser to restore your natural hair colour.

He tells you that you have to pay for the additional work. What can you do?



Solution

As a consumer you are entitled to receive services of at least decent quality which are in accordance with your expectations and desires. Service providers must carry out all services using an acceptable level of care and skill. Their service must be as good as the ones provided by any other service provider with average skills and experience. On the basis that the result of the service that you got was completely different from what you expected, you do not have to pay for it. In that case, you are even entitled to ask for a remedy or for compensation.

Having coloured your hair in a wrong colour, the hairdresser has to restore your previous colour or to fix your hair for free.

Consumers have the right to withdrawal

What can you do if you want to withdraw from your purchase?

Case 6

You buy a pair of fancy high heels in a shoe shop. But after a couple of weeks the heel of one shoe breaks off. You go back to the shoe shop and claim your money back. The seller takes back the high heels and reimburses you the money.

Instead of the fancy high heels you now buy a pair of track shoes. However, after 7 months the sole of both shoes tears off during a track session in rainy weather. The seller assured you that the trackshoes are suitable for wearing in rainy weather. You are upset, not satisfied with the quality and claim your money back. The seller refuses and tells you that you should not have worn the shoes in heavy rain. What can you do?



Solution

When a heel of your high heeled shoes breaks off you can exercise your right of withdrawal. You only need to go to the shop with your sales receipt and the defective shoes. The seller is obliged to repair or to replace the defective goods free of charge in the reasonable period of time. If it is impossible or it is not appropriate, you may require an appropriate reduction of the price or have the contract rescinded and receive your money back. Within the first 6 months after the purchase it is presumed that the defect already existed at the time of the purchase.

When water-resistant shoes lose their sole because of rain they also seem to be not in conformity with the contract. However, when the day of the purchase is more than 6 months and less than 2 years ago, it is up to you to prove that the defect already existed at the time of your purchase and occurred not due to your misuse of the product. Then you are entitled to get your shoes repaired or replaced.



The consumer's right of withdrawal is limited in time

In which period can you withdraw from your off-premises purchase?

Case 7

Surprisingly, one morning somebody rings at your door. You open the door and face a salesman offering you new cooking devices. He shows you an innovative pan, and assures you that this pan is designed to cook quickly and without any oil needed. You did not want a pan at the moment. However, the offer sounds great and you buy one .

After 15 days you use your new pan for the first time and you notice that there is no difference between this innovative pan and an ordinary one: without using oil your food is burned and also the frying time is not shorter than with any of your other pans. You want to get your money back. What can you do?

Solution

For any purchase on your doorstep or outside the sellers office, you have a right of withdrawal within 14 days. This withdrawal period starts on the day of the purchase, but if there is a need to deliver the purchased good, such as furniture, the withdrawal period begins from the moment of delivery. In order to exercise your right of withdrawal, you do not have to give any reasons for your decision to withdraw. Making clear that you do not want to keep the purchased good fulfils the requirements of the withdrawal.



In this case you decide to withdraw after 15 days after the purchase because you did not notice before that the pan does not fit with the description. Normally, the withdrawal period expires after 14 days. However, in cases when you were not informed about your right to withdraw, the withdrawal period will be extended up to 12 months. Therefore, you can still withdraw from the purchase of the pan. To exercise your right of withdrawal you have to notify the seller and send the pan back to him within 14 days from declaring your withdrawal. The seller has to reimburse your money within 14 days. If the seller did not inform you about who will bear the return costs in the case of withdrawal, he has to pay for the return himself. Only if he clearly mentions that the consumer has to pay for the return of goods in case of a withdrawal, will you be liable for this expense.

LINKS

For further information about your rights purchasing goods and services visit the following links:

http://ec.europa.eu/consumers/index_en.htm

http://europa.eu/legislation_summaries/consumers/index_en.htm

http://ec.europa.eu/consumers/europadiary/uk/rights/shoppers_guide_en.htm

Purchasing in a shop:

<http://www.eccnederland.nl/en/theme/purchases-within-europe/purchase-shop>

Distance selling:

<http://www.eccnederland.nl/en/theme/distance-selling>

Off-premises selling:

<http://www.eccnederland.nl/en/theme/purchases-within-europe/premises-sales>

Travel packages:

http://ec.europa.eu/consumers/ecc/consumer_topics/package_travel_en.htm

Guarantee:

<http://www.eccnederland.nl/en/theme/purchases-within-europe/guarantee>

Right to withdrawal:

<http://www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/shopping-in-france/right-of-withdrawal/>





E-COMMERCE

We live in the century of increased electronic and digital information and technology and online purchases are becoming more popular day by day.

Talking about online purchases means talking about e-commerce. E-commerce is a type of industry where the buying and selling of products or services is conducted over electronic systems such as the internet and other computer networks. In other words, when you, as a consumer, buy goods and services using electronic devices (computers, phones and other goods and services) you are doing e-commerce. Moreover, e-commerce is a type of distance selling, which is the broader category encompassing all the transactions carried out at distance between a buyer and a seller, even without using an electronic means (for example: a contract concluded by mails). This inclusion is important because it means that all the rules applicable to distance selling are applicable to e-commerce transactions as well.

This section will make you aware of the rights you have when you buy online, providing you with some examples and practical advices to avoid risks and problems generally faced by consumers while shopping on the internet .

Sometimes you might be afraid of buying something because you cannot physically touch it, or try it. Perhaps, you are worried about using your credit card on the internet.

To reduce the risks you might be afraid of when you buy online, at distance, or when you pay using electronic means, the EU laid down a number of Directives (*i.e.* legislation to be implemented in every Member State).

According to these EU Directives, there are a number of rights that you have, as a consumer. You are not left alone in the online world!

You can change your mind if you do not want the purchased product anymore. This is the so-called right of withdrawal, which helps you be more confident when you buy something on the internet!

You have the right to be well informed about the characteristics of the goods and services, the full price, and the legal guarantee provided. So, there should be no surprise when you buy on the internet!

You have the right to choose rather than being induced to choose. You do not have to pay more than you were told by the seller. Therefore, you cannot be forced to pay additional prices!

In the following section you will be encouraged to get all the benefits from e-commerce and you will be given the information you need as a European consumer. After having read this part of the brochure, you will be more conscious of your rights when you buy online.

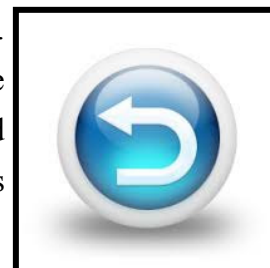


Consumers have a right to change their minds

What can you do if you do not like the product you bought in a foreign online shop?

Case 1

You are a Latvian citizen and you have always been fond of Italian fashion. For your sister's wedding you decide to order a pair of luxury shoes from the online Italian shop www.modascarpe.it. Buying on the internet is easy and fast, and this time it is the only way to get your desired shoes, given that it is already the 15th of June and the wedding will take place next month!



You buy a pair of nude shoes, which perfectly matches your pink dress, and pay immediately by credit card. In 10 days you receive the package, open it and put on the shoes. You look in the mirror; the shoes fit you perfectly, but you realize that nude color makes your legs look very pale. You do not want to wear them on such an important occasion. Therefore, you decide to return the shoes and get your money back.

In order to know how to do it, you address the seller but he refuses to return the money because the shoes he delivered are exactly those that you ordered and they do not have any defects.

Solution

According to the Consumer Rights Directive, you have the right to withdraw from this contract, without explaining any reason, during the period of 14 days from the moment of receiving the shoes. This rule exists because on the internet you cannot personally examine the product (i.e. try the shoes on) before the purchase. Therefore, the Italian online shop is obliged to return your money but you are obliged as well to follow a certain procedure. First, you have to notify the seller in a clear manner within 14 days from the day you have received the shoes. Then, you have another 14 days for sending the shoes back, and the seller has another 14 days for returning your money from the moment of receiving the notification.

According to the Consumer Rights Directive and the national implementing legislations, the period in which you can exercise your right of withdrawal (the so-called cooling-off period) has to be 14 days long, all over the European Union (that is in each European Union Member State). This rule entered into force starting from the 13th of June 2014 and applies to all contracts concluded afterwards.

In case of refusal by the Italian seller, you may start a legal procedure according to EU law. You have the right to choose to claim your rights against the seller either in your home country (which would be Latvia), or in a country where the seller is domiciled (which would be Italy).

Consumers cannot change their minds in every case

What can you do if you download digital content?

Case 2

You are young and you are keen on fitness. This month you do not have any possibility to go to the fitness club because of the exam session at your university. However, you want to exercise at home, in order to keep yourself fit. You decide to search for a smartphone application which will provide you with fitness lessons and different workouts. First you find a free application, which is just a demo version, but you are not satisfied with that. Then, you decide to buy a full version which seems to be of excellent quality and costs 50 €. You fill in all the credit card data, accept the terms and conditions and click the download button. Before clicking, it was expressly mentioned that after starting the download, you would not be able to interrupt it or ask to get your money returned. Once the application is installed, you open it, but realize that it does not fit your everyday training because it is less professional than you expected.



You are disappointed and you want to get your money back to spend it on home fitness equipment. You contact the seller of the application and want to exercise your right of withdrawal. The seller refuses because he had specifically mentioned that you would not be able to change your mind.

Do you have a right to ask your money back?

Solution

In this case you do not have a right to withdraw. According to the Consumer Rights Directive, you cannot change your mind after having started the download. You lose the right of withdrawal as soon as you start the download process of any digital content.

Other relevant exceptions

Apart from the digital content, you cannot exercise your right of withdrawal if you buy magazines and newspapers, personalized goods, pharmaceutical products, food and drinks with a short storage period, and goods at public auction.



Consumers cannot be bound by pre-ticked boxes

What can you do if you did not see a pre-ticked box?

Case 3

You are looking on the internet for a flight ticket to your dream holiday resort in the Caribbean Islands. On a popular travel website, you find a very cheap offer and decide to book it. You are going through all the different steps and right before you go to the payment, there is a box called “travel insurance”, which includes medical expenses, personal belongings, cancellation for unexpected circumstances and ticket refund.

This box is pre-ticked (which means it is already checked). At the bottom of the box it says that you have to select the “do not insure me”-option if you do not want to be insured. In all your excitement, you do not see this option. You then proceed to the payment and after the purchase, you discover that the final price has increased by € 40 because of the insurance.

You are not satisfied at all with this because you did not want this insurance and buying it was not your intention. You want to get your money back for the unwanted insurance from the website

Solution

According to the Consumer Rights Directive, the trader is obliged to obtain the consumer’s express consent. This means that the trader needs the explicit permission from the consumer and that the consumer cannot be forced into any purchases that he/she never agreed on.

By pre-ticking the box, your express consent as a consumer is clearly lacking. In this case, in order to comply with the Consumer Rights Directive, the website should have an un-ticked box, e.g. “if you want travel insurance (€ 40), please tick the box below”. Additionally, the website could contain a second box to finally admit the final decision, like “Herewith I agree to pay € 40 now, for travel insurance”.

As a consequence, the trader is obligated to repay you the total price of the travel insurance (40 €).



Consumers do not have to pay more than the price on the website

What can you do if you are required to pay additional costs that you were not informed about?

Case 4



You are a freelancer who mostly works in his office on the computer. One day, unexpectedly, your laptop breaks down and it cannot be repaired. You need a new one immediately for preparing the forthcoming projects and do not want to spend time in computer shops.

The quickest way is to buy it in an online shop. You browse the internet and in one hour you find the model that fits your needs. In addition, it is also a great deal, because, comparing to shop prices, the computer is very cheap. You buy it for 300 € by using your credit card and you very much look forward to receiving it. However, when you check the history of payments of your credit card, you realize that you have paid 400 € for the computer. You contact the seller and ask for the reason of the extra 100 € that you have been charged. The seller replies to you that it is a usual practice, because it includes delivery costs, taxes and other charges. You are angry because you did not want to buy this computer for 400 €. You demand back your 100 €.

What can you do?



Solution

According to the Consumer Rights Directive, the seller has to inform the consumer directly before the order about the total costs, including all taxes, fees, shipping costs, etc. In this case, the seller did not inform you about the additional costs of your laptop purchase.

Therefore, you are entitled to contact the seller and claim a reimbursement of the 100 € for the hidden additional costs. Apart from the reimbursement, you still have a right of withdrawal in the period of 14 days (see Case 1).



Consumers have the right to be informed

What can you do if you receive a different good?

Case 5

You are very fond of photography and you want to buy a new camera. It should be the latest model of your favorite camera brand. You have already seen it in a shopping mall; it has a 12 megapixel resolution and costs 360 €. But this is almost all the money that you have saved and you do not really want to spend it all. So, you check if there is something cheaper on the internet. You suddenly run into the website www.loverphotography.com. There you find the model of the camera



you were looking for only 180 €. What a great deal! With no hesitation, you buy it. The camera is delivered to your house. After some shoots you realize that the quality of the pictures is poor. You check and see that it is a 6 megapixel camera instead of the 12 megapixel camera that you wanted. This characteristic of the camera was not specified in any page of the website.

You want to get your money back, because the specifics of the camera were not given on the website. What can you do?

Solution

According to the Consumer Rights Directive, the trader shall provide the consumer with all the information about the main characteristics of the goods. In this case the quality of the megapixels has to be considered an essential characteristic of the camera. But it was not specified at all by the seller. “ [Loverphotography.com](http://www.loverphotography.com)” should have informed you about the camera’s megapixels. By not mentioning anything about this quality of the camera, the online shop did not comply with the required duty of information. So you can claim your money back. Exercising your right of withdrawal you have to send the camera back to the seller within 14 days and the seller is obliged to reimburse you your money within the same amount of time.



LINKS

For further information about your rights in the area of e-commerce visit the following links:

http://ec.europa.eu/internal_market/e-commerce/index_en.htm

<http://www.paymentscardsandmobile.com/wp-content/uploads/2013/08/Europe-B2C-Ecommerce-Report-2013.pdf>

http://ec.europa.eu/justice/consumer-marketing/rights-contracts/directive/index_en.htm

http://ec.europa.eu/internal_market/payments/framework/index_en.htm

http://ec.europa.eu/internal_market/payments/cim/index_en.htm

<http://www.eu-verbraucher.de/en/consumer-topics/ecommerce/ten-golden-rules/>





FINANCIAL SERVICES



Nowadays everybody has to open a bank account to make a lot of different kinds of transactions. In fact, the bank provides you with several financial services even if it does not give all the information to defend yourself from the risks and all the types of rights protection.

Although “financial services” might sound like a distant topic, you are constantly being affected by the behaviour of banks and other financial institutions if you are using their services. Therefore, financial services are extremely important and influential in your daily purchasing activities.

The most common financial services, aside from a bank keeping consumers funds, are insurance, and investment funds.

Similar to the potential obstacles and problems with the purchasing of goods and services, you may also find yourself in an enforceable situation when dealing with financial institutions.

The EU has developed rules that are applicable to your protection not only in purchasing of goods and services, but also to assist you when dealing with financial services.

In this part of the brochure you will be enabled to fill some of the gaps of your understanding of your rights about financial services. The five cases presented illustrate the typical enforceable situation you might find yourself in when dealing with financial institutions and contracts.



Consumers have to be provided with all relevant information about financial products

What can you do if your bank increases the borrowing rate?

Case 1

You are an Italian citizen who is living close to the French border and you are looking for a credit to buy a new apartment. Because of the better conditions of French credits, you decide to take a credit by a French financial institution.

You agree with the bank for a credit of 200.000 €. After having negotiated a borrowing rate of 4.5 % you sign the contract and you did not notice any shortcomings at first sight.

After having paid back the same amount for 2 years, you notice that the bank raised the borrowing rate to 4.8 %.

You contact the responsible employee who tells you that the bank has the right to change the rate because it is a variable rate.

After examining the contract, you notice they did not mention anything about a variable rate. The contract only mentions a rate of 4.5 % but nothing is indicated whether the rate is variable or fixed.



Solution

In order to optimise your protection as a consumer, the EU imposes a set of rules about the information which needs to be provided by the bank, in a clear, concise and prominent manner.

- The agreement should be drawn up on paper or another durable medium and all parties should receive a copy of the agreement.
- The bank has to provide you adequate and comprehensive information about elements which persuade you to accept their agreement.
These include: conditions of the agreement; the costs and the obligations of both parties; and the costs of any additional services.
- The agreement has to contain the borrowing rate, procedures to change this rate, and if there is an index or reference rate which influences the first borrowing rate.

- The agreement has to mention the duration of the credit contract and in how many parts you have to repay the amount of your loan.
- The agreement has to include the interest the bank will ask if you are late with your payment and how they will arrange to adjust it afterwards.
- The agreement must clarify how the bank will warn you when you forget to pay the required sum of money.
- The agreement has to include information on whether you have the right of early repayment and how you might repay the credit off at one time.

If you apply these rules to the previous case, you will notice that the bank failed to provide the right information about the borrowing rate and how it might change. Because of this shortcoming in the pre-contractual information you do not have to pay the increased borrowing rate.





Consumers may not face abusive clauses in financial contracts

What can you do if you notice there is an abusive clause in your contract?



Case 2

In order to buy a car you decided to contact a bank to take a loan. You agree with the bank for a loan of 34.000 € which you will repay monthly for a total duration of 120 months (or 10 years).

Following the loan contract you sign, you will give a mortgage on another property you have as a guarantee to the bank. Furthermore, the bank requests you to sign an insurance to cover all the possible risks which might occur during the fulfilment of the loan contract.

When you sign the loan contract you notice that every month you need to pay a risk commission and the bank told you that this is for covering future risks. That is why you think this extra fee is useless and illegal – because of the other guarantees you already gave to the bank.

Normally, you have the possibility to negotiate the price of the commissions which are included in the contract. However, in the current case, you have signed a standard contract, so you did not have the chance to do so.

Because all of the previous facts, you decide to sue the bank for putting in abusive clauses in the contract.

Solution

According to the EU Directive on unfair terms in consumer contracts, a contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.

A term shall always be regarded as not individually negotiated where it has been drafted in advance and the consumer has, therefore, not been able to influence the substance of the term; particularly in the context of a pre-formulated standard contract. Where any seller or supplier claims that a standard term has been individually negotiated, the burden of proof in this respect shall be incumbent on him.

In this case the bank provided you a pre-formulated standard contract. You did not have any possibility to negotiate any contract term before signing the contract. In particular, you were not able to influence the substance of the risk commission which is disadvantageous for you. Therefore, this term is considered to be unfair and not valid. Consequently you do not have to pay for the risk commission.

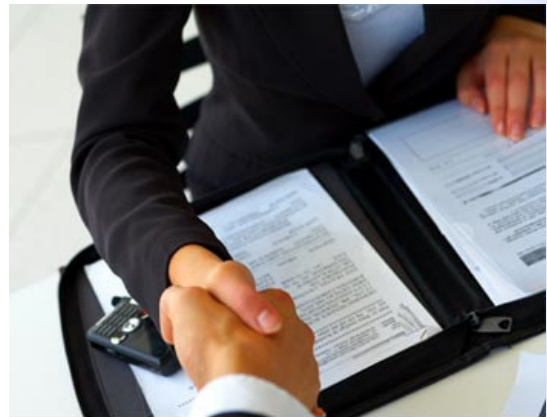
Financial contracts may not be changed without the consumer's approval

What can you do when your bank changes the credit terms without your approval?

Case 3

You go to your bank and ask for a credit. After you were sufficiently informed about all contractual details, you sign a credit agreement according to which you have to make payments every three months. To your surprise, after your first payment the bank starts sending you monthly messages, requesting you to pay in monthly rates. You do not agree to any earlier repayment and want to keep on making repayments every three months.

What are you supposed to do?



Solution

According to the Consumer Credit Directive, financial institutions have to include all the information about the amount, number and frequency of payment in the contract.

If your bank wants to later change any terms of the concluded credit agreement, such as the terms or time of repayment, it can only make that legally binding with your explicit consent.

Without your explicit consent, changes in the terms of the credit agreement are invalid and you can make your bank liable for trying to change them on its own.

Therefore, you are not obliged to accept monthly payment rates instead of the agreed three months rates.



Consumers have the right to early repayment

What can you do if your bank denies you an early repayment?

Case 4

You borrow an amount of 100.000 € from your bank and you agree to repay it in 20 years with fixed payment rates. You make the necessary payments every month for 10 years without any delays. After these 10 years you suddenly find yourself in a much better financial situation than before, and you are willing to repay all of the debt instantly in order to be free of the next 10 years of monthly payments. Your bank denies you the right of early repayment as it would lose its profits having calculated the interest from the long payments before entering the contract and giving you the loan. In case of your early repayment, the bank demands compensation.

What are you supposed to do?

Solution

According to the Consumer Credit Directive, even though your contract contains all the terms you are bound to, you can settle the debt with the bank. This concept is referred to as early repayment. It is acknowledged that the bank is entitled to their profit. However, when dealing with consumers there is the special right to settle before the terms. Nevertheless, the bank is suffering damages and can, therefore, ask for compensation. If the payments are fixed two compensation alternatives exist:

- A compensation not more than 1% of the sum of the early repayment period if you are repaying 1 year faster or more before your normal term
- A compensation no more than 0.5% of the sum of the early repayment period if you are repaying less than a one year faster before your normal term

In this case, the first compensation alternative would be relevant: you still have to repay 50.000 € (after already having repaid 50.000 € out of 100.000 €) and the commission 1% of the 50.000 € would be 500 €. So you would have to pay a total compensation of 500 € to your bank in case of the early repayment after 10 years.

This right of early repayment even exists if it is not explicitly mentioned in your credit agreement.



Consumers have the right to withdraw from a credit agreement

What can you do if you want to withdraw from your credit agreement?

Case 5

You decide to buy some building land where you want to build a house. However, you do not have the financial ability to pay the full amount of the price. Therefore, you decide to go to the bank in order to get a loan. You go to the bank where you conclude a contract and get a 500.000 € loan with an annual percentage rate of 4%. 10 days later, a friend of yours tells you that he signed a similar credit agreement at another bank for an annual percentage rate of only 3%. You go to the bank your friend recommended and they confirm their conditions. Because of the more attractive conditions at the other bank, you would like to cancel your signed credit agreement.

What can you do?



Solution

According to the Consumer Credit Directive, you have the right to withdraw from your credit agreement within a period of 14 calendar days without giving any reason. If you have not received or used the loan yet, you only have to announce your withdrawal towards the bank within 14 days from signing of the contract. In case you already received or used the loan, you also have to pay it back without any undue delay but at the latest within 30 days after your withdrawal.





LINKS

For further information about your rights in the area of financial services visit the following links:

Financial services within the European Market

http://ec.europa.eu/internal_market/finances/index_en.htm

Consumer Credit Directive

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:133:0066:0092:EN:PDF>

http://ec.europa.eu/consumers/citizen/my_rights/consumer-credit/index_en.htm

Distance Marketing of Consumer Financial Services Directive

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2002:271:0016:0024:EN:PDF>

Markets in Financial Instruments Directive

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:145:0001:0044:EN:PDF>

Payment Services Directive

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:319:0001:0036:EN:PDF>

Unfair Commercial Practices Directive

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2005:149:0022:0039:en:PDF>

PRODUCT LIABILITY



Do you have any idea what product liability is about? Or do you know what kind of rights you have in this area? If not, you should read the following chapter.

Product liability laws guarantee that producers are responsible for the goods they provide. The main aim of these laws is that there are safe products on the market, in order to avoid any harm or damages from which the consumer might suffer.

Therefore, every producer has the obligation to provide safe products. In case the product causes any harm or damage, you as a consumer only have a single obligation claiming your rights: you have to prove that the product has a defect, which effectively or potentially causes injuries or any kinds of damages.

Product liability is a non-contractual liability. That means, that you can claim damages you suffer from a defective product without having purchased the product yourself. Anybody who gets in contact with the product is protected. Therefore, product liability laws grant compensation for harm which a private consumer incurs from a shoddy product in his household, a bystander from the hazards of a defective product, a commercial customer from the use of a defective device, or an employee from dangerous machinery.

The following pages will show you your rights in the area of product liability by means of representative cases. These will teach you how to defend yourself in case you suffer any harm or damages from defective products.



Consumers can make a producer liable for a defective product

What can you do if your purchased product has a technical problem?

Case 1

You buy a hairdryer which is supposed to cool down automatically when it becomes too hot. While you are drying your hair, you discover that the cooling down function is not working properly and you have burning wounds on your cheeks.

Because of the hairdryer's heating power you decide to use it to dry your silk dress when you are in a hurry. However, the next bad surprise occurs: the hairdryer burns the textile. In the manual, it was not mentioned that you should not use the product for other purposes except drying hair. Can you make the producer liable for the damage caused to your face and to your dress?



Solution

As the defect (no cooling down) already existed when you bought the hairdryer, the producer has to pay you the damages as he is liable for technical defects.

Defect

A product is defective when it does not provide you with the safety that you expect, which includes the following circumstances:

- presentation of the product
- the reasonable use
- the time in what the product is put into circulation

A product shall not be considered defective for the sole reason that a better product is subsequently put into circulation.

Also the lack of information in the manual of instructions can be considered as a defect in the product for which the producer is liable. Only in cases where it is common knowledge that the use of the product is dangerous and causes damages, the producer is not liable when he did not mention this explicitly in the manual of instructions.

Therefore, in the case at issue, the producer has to pay you damages for your face injuries and the burned dress.

Consumers have the right to know from whom they can ask compensation for damage caused by a defective product

From whom can you claim damages if you were poisoned by food?

Case 2

You buy a bottle of wine in a shop in Poland for a family dinner. After dinner you get poisoned and have to be brought to hospital. The medical report states that a chemical substance in the wine caused your sickness. What can you do, if:

- (1) the label on the wine bottle indicates that the wine is produced by winery "Warsaw Winery", situated in Poland
- (2) the label on the wine bottle indicates that the wine is produced in Canberra (Australia) by a company named "Canberra Wines"
- (3) you do not know the identity of the manufacturer, or you know the wine manufacturer (the Australian winery) but you do not know who imported the wine into the EU?

Producer

- The manufacturer of a finished product
- The producer of raw materials or component parts to make finished goods
- The person who puts in his name, trade mark or distinguished features on a product

Solution

- (1) As the Polish winery is the immediate producer of the defective wine, it is liable for the damage caused by the wine. Therefore you can directly sue the Polish winery as producer.
- (2) As the producer, situated in Australia, is not subjected to this EU Directive, you cannot sue the producer directly. However, to deal with this problem, the Product Liability Directive states that in this case the importer of the Australian wine (when you know its identity) is also liable for damage caused by the defective wine. Therefore, here you can sue the importer.
- (3) In this case, the Product Liability Directive obliges the seller to provide you with the identity of the manufacturer or importer of the defective wine. The seller then has to give you this information within a reasonable time. If the seller does not provide you with the information about the real producer or the person who supplied him, the seller is to be considered the producer and you can hold him liable for the damages caused by the defective wine.



Consumers have the right to receive compensation for the damage a defective product has caused

Will you always receive full compensation for the damage caused by a defective product?

Case 3

You buy a ventilator because of hot weather during the summer. You are sitting beside it when one flap breaks and flies directly into your hand. The flap cuts your finger and damages your watch. You claim damages from the producer:

- (1) for the injuries that the product caused
- (2) for the material damages caused by the product
- (3) for the moral damage.



Solution

- (1) The producer has to compensate you for all the damages for injuries which you suffered because of the proper use of the product.
- (2) The producer is liable for your material damages caused by use of the product when the value of the damages exceeds the threshold of 500 €. This means that if the value of the damage is less than 500 €, you will get no compensation.
- (3) The producer will be liable for moral damages according to your national legislation.

The meaning of the word threshold in Belgium is different than in the other member states of the EU. In Belgium, 500 € will always be deducted from the material damages. For example, when you suffer 800 € of material damages, you will only receive 300 €.

In the other member states, the consumer would receive the full 800 €.

Consumers can only claim damages within certain time-limits

What can you do if a product which you purchased some years ago causes you damages?

Case 4

You buy eye drops to fight your hay fever from which you suffer from time to time. After two years you still use the same bottle of eye drops. Suddenly, you suffer from a reduction of sight as a consequence of using these eye drops and a medical test acknowledges this.

What can you do if:

- (1) the instruction leaflet did not contain any information about the limited use of the eye drops
- (2) the instruction leaflet explicitly mentions that the eye drops may only be used within 6 weeks after having opened them?



Solution

In general, the producer is liable for damages caused by a defect in his product for a period of ten years after the product was put into circulation. However, he can exempt himself if he explicitly mentions a maximum time of use for perishable goods. Therefore, you can only claim your damages in the case that no maximum time for using the eye drops was mentioned in the instruction leaflet. When a maximum time for using the eye drops is mentioned on the package or in the instruction leaflet, you use them at your own risk after the explicitly mentioned time for using them has expired.

As a consumer you have three years from the moment the damages occur to start a legal procedure in order to claim compensation for the damage caused by a defective product.



Consumers have the right to receive safe products

What can you do if you are physically harmed by using a product?

Case 5

On one of your holidays you buy a new mobile phone in Finland. After a couple of years scientific research indicates that continuous using of this brand of mobile phone causes brain damage. After this, you decide to go to the hospital to get a check of your brain. The result of this examination confirms your expectations. The diagnosis is brain cancer.

You decide to sue the producer of the phone in Finland, because there is no development risk-defence.

In response to, the producer says that:

- In the contract it was indicated that in case of conflicts, the applicable law is the law of place where the consumer lives so this would mean that the Finnish law is not applicable to the case;
- He himself is not responsible for the damage, which was caused by the usage of the phone. At the time the phone was put into circulation, the producer could not be aware of the existence of the defect.

Development risk-defence

Past technology research proved that there was no risk to use a certain product when it was put into circulation. Today, because of scientific developments, research proves that there is a risk to use this product. Countries can decide whether to allow risk-defence and if they apply it the producers are not liable.

***Luxembourg** and **Finland** are the only two member States which do not accept the development risk-defence.

Solution

Which law is applicable and which tribunal is competent to make a decision?

The consumer can choose which law is applicable - either the Finish law or the one of his home country. It does not matter where he bought the phone. The seller or producer is always responsible for damage caused by the product when the consumer chooses the law of his home country if the development risk defence exists in its national law.

In Finland the producer cannot apply development risk-defence and will be held liable even if the defect could not be scientifically discovered at the time the product was put into circulation.

Nevertheless, they might be responsible if there is a link between the product and the damage but they might be excused if the risk was not known at the time when the product was put into the circulation.



LINKS

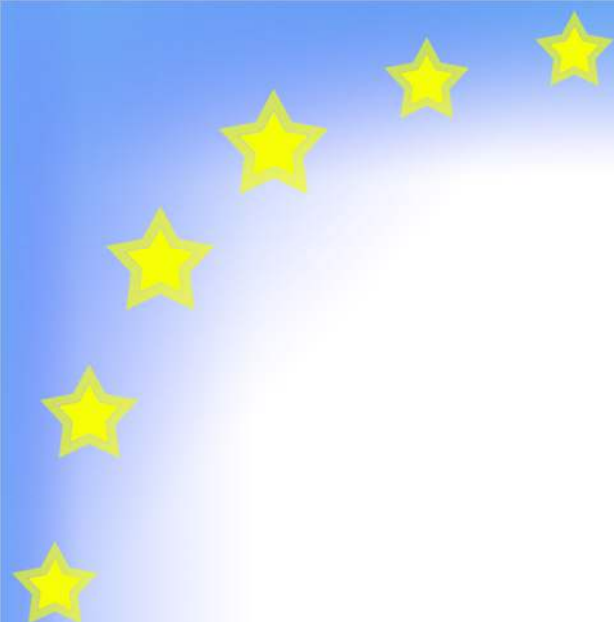
For further information about your rights in the area of product liability visit the following links:

http://europa.eu/legislation_summaries/consumers/consumer_safety/l32012_en.htm

http://europa.eu/legislation_summaries/consumers/consumer_information/l21253_en.htm

http://ec.europa.eu/consumers/archive/cons_safe/prod_safe/index_en.htm





CROSS-BORDER TRANSACTIONS

The grass is always greener on the other side. Shopping abroad might seem more rewarding and interesting than shopping at home.

However shopping, although entertaining can also be disappointing. You probably do not always realize how vulnerable you are as a consumer: even in your home country you cannot rely upon a chance hoping that you are fully protected. You have to be well informed especially when you are buying something abroad; that is when you are doing cross border transactions. Do you really know what it means?

Cross border transaction is a deal between a business and a consumer located in different countries. There are specific rules meant to protect the consumer who is buying goods or services from a foreign seller. The EU legislation protects you when you are buying in another EU Member State: in order to benefit from this shield, you have to be aware of it.

Many consumers tend to wonder whether they should claim responsibility for defective goods in their own home country or go all the way back to the country they bought their goods from.

The answer to this is no, you do not have to go back. For any purchase in the EU, you have the right to ask for a remedy in your own country or in the country where you had bought your goods. So, for example, if you prefer to buy a new fancy iPhone abroad, and it proves to be defective, it is possible for you to turn to the seller you bought it from or producer's representative in any Member State, including your home country.



Consumers have a choice where to enforce their rights when cross-border shopping

Where can you enforce your rights when you shop abroad at the airport?

Case 1

You spend a nice weekend in Budapest. At the airport, waiting for your plane back to Brussels after having done your check-in, you walk around the duty free shop. There you find a fancy watch which you decide to buy. After the shop assistant has shown you all the functions you buy the watch for 600 € and fly back home to Brussels where you live. After having used the watch for two weeks, you notice that the watch is not keeping correct time: each day it is one minute too fast. You contact the duty free shop in Budapest but the owner tells you that he cannot do anything about it as you live abroad. He refuses to provide any repair or make a replacement. As 600 € is quite an amount of money for you, you decide to sue the duty free shop.

But where can you enforce your rights?

Solution

If your purchased watch does not properly work you have the right to claim it being repaired or replaced, a price reduction, or you can rescind from the contract. These rights exist wherever you bought any good within the EU, no matter if it is your home country or any other EU Member State.

If the seller refuses you these remedies you can go to court. According to EU law, the consumer can choose to bring an action either before the courts of the domicile of the business or before the courts of the Member State of his own domicile. Therefore, you can sue the seller before the court of your place of residence and claim your remedies.



Consumers can claim their rights before a court in their country of residence

Where can you bring your case when you have trouble with your holidays booked at a foreign travel agency?

Case 2

Together with a friend you book and pay for a two-weeks package holiday to Egypt on the website of verylastminute.com for 1.858 €. On the website verylastminute.com, a company whose registered office is in Munich (Germany), states that it acts as a travel agent and that the trip will be operated by ITA (travel agent), which has its registered office in Vienna (Austria).

Your booking concerns the Golf & Spa hotel in Hurghada (Egypt) and is confirmed by verylastminute.com, which passed it on to ITA. Subsequently, you receive a 'confirmation/invoice' of from ITA which, while it confirms the information concerning your trip booked with verylastminute.com, mentions the name of another hotel, the Star Resort Spa in Hurghada. It is only on your arrival in Hurghada that you notice the mistake concerning the hotel and pay a surcharge of 1.036 € to be able to stay in the hotel initially booked on verylastminute.com's website. You intend to claim the surcharge back after your holidays.

After having returned from your holiday, in order to recover the surcharge paid and to be compensated for the inconvenience which affected your holiday, you bring an action before an Austrian court seeking payment from verylastminute.com and ITA, jointly and severally for the sum of 1.201,38 € together with interest and costs.



Solution

According to EU law you have the right to recover your paid surcharge and to receive compensation for the inconvenience you have suffered. In this case you can either claim these rights before a court in your home country or before a court in the country of the company seat of one of the defendants, i.e. Germany (for verylastminute.com) or Austria (for ITA).





LINKS

For further information about your rights in cross-border transactions visit the following link:

http://ec.europa.eu/consumers/enforcement/cross-border_enforcement_cooperation/index_en.htm

There is also a smartphone app available for EU consumers when travelling abroad:

<http://www.eu-verbraucher.de/en/publications/app/>





NOTES

This image shows a blank sheet of white paper with horizontal blue lines, resembling notebook paper. A small yellow star sticker is attached to the top right edge. The paper is oriented vertically and has no text or other markings.

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