Help and advice for consumers in Europe

ECC-Net

European Consumer Centres Network



The **ECC-Net** offers its expertise on cross-border consumer topics

Co-funded by the European Union








ECCs are experts on consumer issues in the EU

30 centres across all EU Member States, Norway and Iceland, work closely together to **resolve consumer disputes in an amicable manner.** Each centre is co-funded by the European Union and national governments. By **providing a full and centralised service,** ECC-Net is committed to empowering consumers and enabling them to take full advantage of the Single Market.

The ECC-Net : 30 centres across Europe with 15 years of experience and unique expertise

The primary role of ECC-Net is **to enhance consumer** confidence when engaging in cross-border transactions by providing **free information and advice** to the public on their rights as consumers, as well as assistance in the resolution of cross-border consumer disputes. Recently, it was also decided that the ECC-Net will contribute even more to the cooperation between national authorities responsible for the enforcement of consumer protection laws (CPC-Network), as an **external alert mechanism.**

The ECC-Net is vital for consumers who are experiencing difficulties with traders from another EU-country, and the Consumer Conditions Scoreboard 2017 shows that the ECC-Net receives more cross-border complaints than alternative dispute resolution bodies or The European Small Claims Procedure. Thus, the ECCs are in a unique position to **document the cross-border problems consumers face when shopping within the EU.**

Help and advice for consumers in Europe

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There are many consumer challenges connected to new developments such as artificial intelligence, connected objects and autonomous driving. However, basic consumer rights still need to be further strengthened and harmonised. Consumer rights are not respected by all, causing great harm across Europe and endangering consumer trust in the Single Market.

In the following pages the ECC-Net will share its insight into the most pressing issues facing European consumers today, and provide evidence-based feedback and examples from different Member States to policy makers.

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« In an increasingly interconnected world, where trade is no longer hindered by borders, secure payments are vital to consumers' trust and access to the markets.»

« You can be as good informed as you want to be; as long as you will need to go to court to get your rights respected, you are not helped.»

« Too often we can´t refer consumers to an ADR in cross-border cases, because the trader does not accept the procedure. This has to change.»

« A uniform approach at EU level to regulate the minimum expiry date of gift vouchers and related conditions could greatly benefit consumers and traders alike.»

« There is a need for unified main terms and conditions in car rental contracts. Also car rental providers should have the obligation to prove the damages done to the rented car before charging the consumer.»

« The time of response of the trader to a consumer complaint should be clearly defined by EU rules e.g.14 days.»

« ECC-Net means 140 casehandlers all over Europe working together to help consumers with cross-border complaints. Good cooperation with traders is key for success.»

« Revision of air passenger rights : the rules by the time being are too unclear for consumer - The revision of the Regulation on air passenger rights is urgently needed.»

« Car rental experience of consumers is still very unsatisfactory. Clear legal frame governing the field of mediation and provision of such services is needed.»

« ECCs acting as external alert bodies for the CPC-NetCPC-Network will guarantee a quick and effective cooperation with CPC authorities all over Europe and the possibility to stop collective infringements of consumer law in reasonable time.»

« ECCs play an important role concerning emerging issues from a pan-European perspective. ECCs provide not only an input to policymaking by identifying those specific issues but also give a human face to the EU.»

« Airlines must have insolvency insurance. As has been seen in the case of package travel, this is a real improvement for consumers, without any noticeable increase in costs.»

« Gaps in the legislation make essential the revision of relevant rules referring to air passenger rights in order to safeguard the interests of European consumers.»

« It is time that we have everything, regarding air passengers rights in one place in order to safeguard interests of consumers.»

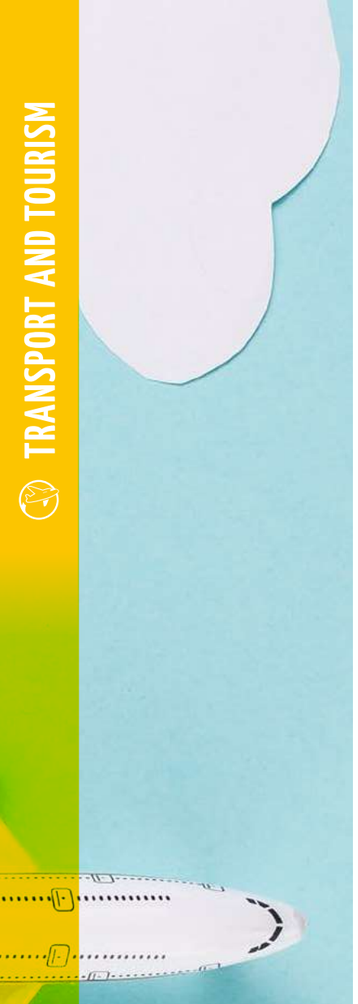
« European Consumer legislation should not be "à la carte" for traders.»

« It is high time to have harmonised European rules on dimensions and weight of cabin luggage. The current legal framework is outdated and does not serve its purpose anymore.»

« A cross-border judicial procedure without an uniform cross-border procedure for the execution of judgements is a blunt weapon.»

« Marketplaces targetting EU consumers and opened to 3rd countries' traders selling or marketing through them should provide for an online mediation mean allowing consumers to easily solve complaints against those traders.»

« You have to know your rights in order to fight for them.»



Air transport

Urgent need for revision of Air Passenger Rights regulation (EU) 261/2004

Providing help and information for air passengers are among the ECC-Nets most frequent tasks, and our expertise on APR issues is often required by various consultants and stakeholders.

In ECC-Net's experience, it is becoming increasingly difficult to obtain the application of the rights foreseen by the EU legislation and case law of the CJEU through amicable agreements. **Recourse to justice is no longer the last resort, it is often the only recourse for consumers.**

The development of private claims companies specialised in airline complaints is therefore not surprising.

For an effective application of air passenger rights the following suggestions should be considered:

> **Require airlines to immediately and correctly inform** passengers about their rights at the airport.

> Require airlines to offer **rerouting not only on their own fleet** but on other transport modes as well, if it allows the consumer to reach the destination earlier and in comparable transport conditions.

> Require airline companies to provide their **full contact information** or claim form on their website so that they can be easily contacted in the event of a claim.

> Impose time limits for consumers, but also **response times** for airlines, to encourage airline companies to develop their efficiency in handling and tracking consumer complaints and to streamline compensation procedures.

> **Clearly define the role of NEBs** towards passengers and involve them in the settlement of disputes, particularly for their expertise in extraordinary circumstances.

> Make NEB action more effective by providing **a common and dissuasive mechanism for sanctioning** companies that do not respect passenger rights and communication about taken sanctions.

> **Improve communication and cooperation** between different actors (airlines, consumer organisations, ADR bodies and NEBs) to clarify for consumers the role of each of them and facilitate the resolution of the complaint.

> **Define the notion of extraordinary circumstances** and list the events that may justify nonpayment of compensation by airlines.

> Introduce the **right to correct spelling errors** in passengers' names. It should cover mistakes from consumers and changes during the booking process by intermediaries.

> Compel air carriers, online travel agencies and other intermediaries to provide consumers with the **booking process history** upon request.

Most of these measures have already been mentioned in the draft revision of Regulation 261/2004, which was submitted to the vote of the European Parliament in 2013. However, they are still not finalised.

These proposals to address the deficiencies in Regulation 261/2004 should be considered as a matter of priority.

For more information please refer to the **reports and position papers of the ECC-Net,** and do not hesitate to get in touch with us.

> Alternative Dispute Resolution in the Air Passenger Right Sector 2017

> Revision of EU air passengers rights legislation :
European Consumer Centers Network position paper (Update by ECC France and Germany 2017)

> Air Passenger Rights Report 2015 :
Do the consumers get the compensation they are entitled to and at what costs ?

> ECC France and Germany's position paper :
Air passenger rights : why the revision of Regulation 261/2004 is urgent ?



Air transport

Urgent need for revision of Air Passenger Rights regulation (EU) 261/2004

Good to know

Information concerning your rights on holidays and how to claim them in the language of your holiday country is provided by **the ECC Net Travel App** of the European Consumer Centers (ECC-Net), namely in 23 official languages of the European Union as well as Norwegian and Icelandic. **Get the app**.

Do you wonder what your rights are when your flight is delayed or cancelled? Or when your flight is overbooked or if there are problems with your luggage? **With the flight calculator you can easily find out whether you are entitled to compensation and in which form.**

Top 3 sectors : Questions and Complaints

#2
MISCELLEANEOUS GOOD AND SERVICES
(financial services, insurances...)

#1
TRANSPORTS SERVICES
(air passenger rights, purchase of vehicles, car rental...)

#3
RECREATION AND CULTURE
(audio-visual, photographic & information processing equipment...)

especially ...

39,60%
transport and car rental

16,18%
delivery problems (services and goods)

15,28%
guarantee issues

Air transport

No-show / cross-ticketing in airline tickets

We all know these cases: the consumer bought a return ticket but for some reason he/she did not take the outbound flight. When he/she shows up for the inbound/return flight, he/she realises the flight got cancelled. Usually airlines foresee this possibility in their general terms and conditions: the consumer needs to use the flight segments in the sequence order on the ticket.

Whereas in some cases consumers have bought a round trip only to benefit from a better pricing, in other cases **they might have had very legitimate reasons not to take one of the flight segments.** In these legitimate cases the general now show policy may appear imbalanced and in favor of the airline.

Thus, **interpretations in the Member States start to differ, and some enforcement authorities have already taken differentiated approaches and actions.**

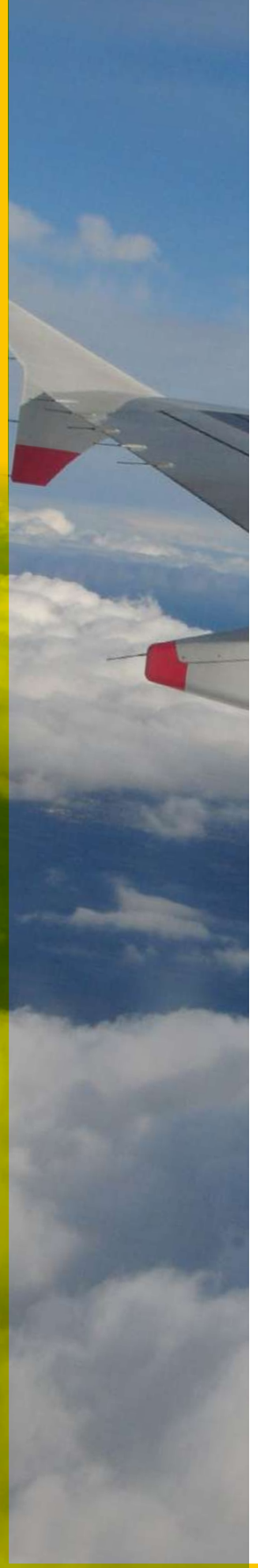
> With regard to no-show policies harmonised approach across the EU to avoid differences in the application and understanding of common consumer rights, based on their country of residence or competent court should be considered.

See also : Consumer groups take up fight against unfair 'no-show' clause in airline tickets

Learning from the neighbours

In Italy, no-show rules are not per se considered abusive. However, air carriers selling their tickets in Italy have to **inform passengers about these rules during the booking process and have to provide specific contact channels** to be used for passengers confirming their presence on the inbound flight or next leg in case of stop-over flights.

In Austria, the court considered the clause obliging a consumer to pay an extra fee of between €125 - €3000 if s/he does not show up for one of the flights or takes the flights in another order of sequence then initially booked as unfair as it applies to all passengers without **considering the reason** for which they did not use one of their flights. There is also no **relation between the amount of the fee and the price** paid for the flight at the time of booking.
The court also considered unfair the clause obliging a consumer to pay an extra fee of €275 at Schiphol Airport (Amsterdam) and at Charles de Gaulle Airport (Paris) in order to be able to retrieve checked baggage, if s/he decides to interrupt the journey prematurely.
For more information and the full text of the judgment (in German), you can check the **article of VKI's legal department**. Or the **press release by VKI**.
This decision is not legally binding and cannot be enforced yet. VKI expects KLM to appeal.



Air transport

Protection against airlines insolvencies

In its *communication COM(2013) 129 final,* the European Commission committed to encourage cooperation between the competent authorities of the various Member States, monitor their licensing oversight under *Regulation 1008/2008,* and assess whether a legislative initiative would be needed to guarantee the protection of passengers in the case of airline insolvency.

> For several years, the ECC-Net has alerted on the issues of airline insolvencies, and **recent experience shows that the protection of consumers in these cases is insufficient.** As more insolvencies are predicted for 2019, this topic becomes an urgent issue.

Learning from the neighbours

In Denmark, a **Travel Guarantee Fund** covers the legal duty of package tour operators to have an insurance. Passengers can also contact this fund if they bought only a flight ticket directly from an airline and this airline goes bankrupt (for travels with departure and return in Denmark with this airline).

Airline insolvencies	Member State	Year
Flybmi	United Kingdom	2019
Germania	Germany	2019
NIKI	Austria	2018
Small Planet Airlines	Lithuania	2018
Primera Air	Denmark	2018
Cobalt Aero	Cyprus	2018
Nextjet	Sweden	2018
Air Berlin	Germany	2017
Monarch Airlines	United Kingdom	2017
Air Mediterrannee	France	2016
Estonian Air	Estonia	2015
Cyprus Airways	Cyprus	2015
Intersky	Austria	2015
Eurolot	Poland	2015
Belle Air Europe	Italy	2014
OLT Express	Germany	2013
Helitt Lineas Aereas	Spain	2013
Spanair	Spain	2012
MALEV Hungarian Airlines	Hungary	2012
Wind jet	Italy	2012
Blue1	Finland	2012
Cimber Sterling	Denmark	2012
Skyways	Sweden	2012
Islas Airways	Spain	2012
ItAli Airlines	Italy	2012

Source : *Consultation of skateholders in relation with the study on the current level of protection of ar passenger rights in the EU, European Commission 2019*



Air transport

Definition and harmonization of dimensions and weight of cabin luggage

The price of an airline ticket is becoming more and more intransparent. As every carrier is free to define what is included in its air tariff and not, comparison of prices often becomes impossible unless consumers go through every step of the booking procedure to see what additional charges are imposed along the way. One of the issues is the price of hand luggage, which is now excluded from some basic tariff tickets.

The issue is not unknown, and Italy's Competition Authority (AGCM), has already issued penalties to Ryanair (3 million euros) and Wizzair (1 million euros) for their cabin luggage policy.

„The changes made to the rules for the transport of large hand luggage constitute an unfair commercial practice as they deceive the consumer regarding the actual price of the ticket, no longer including an essential element of the air transport contract in the basic tariff which is the big hand baggage," AGCM said in a statement.

However, this is only the **interpretation of one country's enforcement authority, there is no harmonization or common understanding across the EU.**

> In order to allow consumers to proceed to a real comparison of prices with regard to air fares including cabin luggage and to ensure fair competition between operators, it should be **defined and harmonised which services are included in the minimum fee.**

> Also it should always be **clearly stated in the beginning of the booking process** which services are included in the minimum fee.

Ideally, all passenger rights should be codified in one single place as to allow consumers to easily understand and research their rights.

Hotels and accommodation

No-show and cancellation policies

Similar to the no-show policies in the airline sector, usually in the hotel business, unless agreed upon differently in the contract or terms and conditions, the **trader can demand the full price except the costs directly linked to the consumer's presence** (e.g. cleaning the room, food).

Just the same, if the room was rented out under the same conditions (duration, price) to another guest, the hotel should not ask for payment from the cancelling consumer, as the hotel did not suffer any damages.

However, consumers will have to **prove that the trader did not suffer any damages** due to the cancellation.

> Given the impossibility for consumers to prove the economic reality he/she actually caused the cancelled hotel, specific rules should be agreed upon within the EU in order to restore the balance between the parties.

A **harmonised cancellation system with clear and reasonable pricing** as it exists already in some Member States could be considered.

Learning from the neighbours

In Greece *(decision N° 503007/1976)*, a **fee for cancellation cannot be more than 1/2 of the price** of the stay (if the consumer already paid the total, he/she needs to be reimbursed).

If the consumer **informs the hotel more than 21 days before the stay, no compensation is due** (a refund needs to be issued if a payment has already been made).



Car rental

Together with air passenger rights, car rental is the number one area of complaint for the ECC-Net.

Since 2008, the ECC-Net has, on numerous occasions, notified the European Commission and the national enforcement authorities about the imbalance in the relationship between consumers and car rental companies.

The main issues are as follows :

> **Charges for alleged damages** during the rental period. There are instances where vehicles are not subsequently repaired or, where consumers have ended up being charged for damages they did not cause, and without any proof of financial loss for the company.

> In addition to general issues with **lack of price/product transparency** which create confusion among consumers and hinder their ability to compare products, the **manipulation of vulnerable consumers** is unacceptably frequent, particularly with certain selling techniques (e.g. additional charges at pick-up point for so-called insurance).

> **Excessive administrative fees** for handling local traffic fines and infringements.

It should be noted that the industry has improved in recent years, thanks to its active engagement with the European Commission and national enforcement authorities (CPC-Network), as well as the promotion of codes of practice, alternative dispute resolution and other undertakings.

However, based on ECC-Net's experience, the industry's existing shortcomings cause massive harm to consumers. **Sector-specific legislation for car rental services could go a long way towards defining the obligations of the parties, including brokers, and securing the market.**

Several steps towards creating a more secure and transparent car rental market could be considered:

> **Final price** quoted by booking intermediary sites should include **all compulsory/mandatory charges, as well as required options** for the consumer.

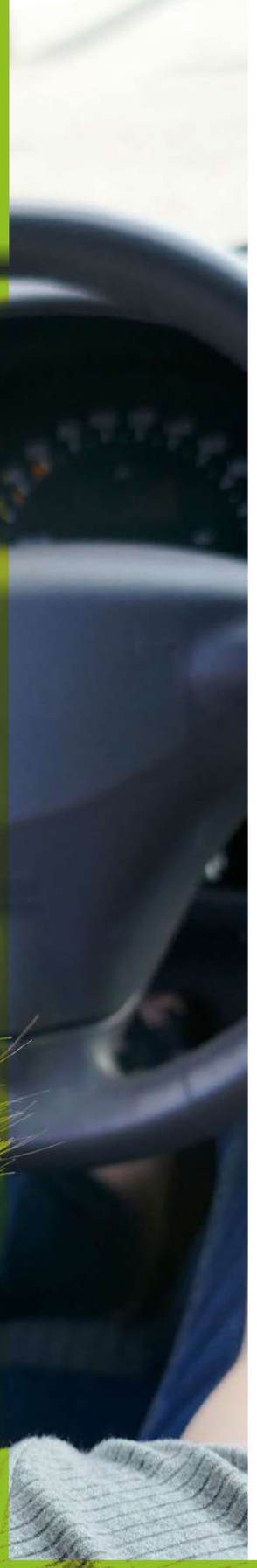
> The company must prove their **actual and true financial loss in relation to damages** (and that the consumer is liable for the damage) **prior to charging the consumer's bank account.**

> Additional payments should never be taken without prior notification and justification. The consumer should be sent evidence to justify any and all charges and should be able to **dispute the charge before it is made.**

> Documents such as estimates are not sufficient evidence on which to base a financial claim. The trader should be obligated to present **invoices proving the actual and total costs** of the repairs before charging the consumer.

> **All extra charges, such as insurances, must be clearly stated and agreed upon, in a language that the consumer understands.** The consumer should not be made to "uncheck" additional products that they do not want, but should rather personally "check" the ones that they do want.

> **Enforcement activities should be continued in order to monitor improvements in the sector.**



Clocking and mileage fraud

To significantly increase the vehicle's value, certain used car vendors will not hesitate to decrease the mileage shown on the odometer with the help of tools easily purchased on the internet.

The European Parliament's study estimates the share of tampered vehicles to be between 5 % and 12 % in national sales and between 30 % and 50 % in cross-border sales, accumulating to a total economic damage between EUR 5,6 and 9,6 billion in the whole Union.

A report, published in 2016, by the ECC-Net revealed that while **the manipulation of mileage meters is illegal in 26 European countries**, the penalties vary considerably from one state to another. In addition, **only ten countries have proposed a solution to verify a vehicle's mileage before its purchase.**

Out of these, eight countries propose that the buyer consults a national mileage registry of registered vehicles. **Belgium and the Netherlands are the only two countries to suggest that a certificate be given to the buyer at the time of sale,** specifying the vehicle's mileage (Read the ECC-Net report cross-border car-purchases : what to look for when you are bargain hunting).

> The implementation of a car pass certificate would have the immediate effect of increasing consumer confidence in the automobile market. The "Car-Pass" would also have the effect of decreasing odometer manipulation on used cars, and will therefore increase consumer security and combat fraud.

Read more in the ECC-Net Position paper on Car-pass

The European Commission and the European Parliament have started a reflection on this topic which should be continued and soon finalised.

Learning from the neighbours

In Belgium, the Car-Pass is one of the obligatory documents given to the buyer at the time of the vehicle purchase. A buyer who does not receive the Car-Pass may request the cancellation of the sale contract.

More information on the Car-Pass in Belgium.

Pollution stickers

Transport is a shared responsibility between Member States and the European Union. Several EU countries are currently responding to environmental problems by introducing stickers which indicate how polluting a car is according to a numbered scale.

Sticker schemes ensure that the most polluting vehicles cannot be used on a daily basis and that, when pollution levels spike, only the least polluting cars are allowed on the road.

Although the Commission has launched an online platform for the provision of country specific information, consumers still need to conform to the practices of every single Member State of the EU.

This is **especially challenging in relation to cross-border car travels, as every Member State has their own country specific pollution sticker.**

> Replacing national car pollution stickers with one single European sticker or system would make life much easier for European drivers in general, and those driving in cross-border areas in particular.

Good to know

All around toll, city toll and environmental zones and much more can be found in German in the **extended app „with the car abroad" of ECC Germany.** Funded by the Federal Ministry of Justice and Consumer Protection (BMJV), the app works offline and is available for free on the App Store and Google Play Store.

Further information is available here.



Guarantee issues

Duration of the legal guarantee of conformity

The IMCO Committee of the European Parliament has approved new rules to strengthen consumer rights and facilitate cross-border trade in the EU. The new laws harmonise key contractual rights, such as the remedies available to consumers and how to use those remedies.

The **two directives** - *on digital content* and *on the sales of goods* - are part of the Digital Single Market strategy, which aims to ensure better access for consumers and businesses to online goods and services across Europe.

Both directives will influence guarantee rules throughout the EU, especially concerning the duration of the legal guarantee and the reversal of the burden of proof. While the directive on sales of goods provides for a minimum duration of two years for the legal guarantee period, Member States may go further in their national legislation.

As the directive on the sales of goods states «Ensuring longer durability of consumer goods is important for achieving more sustainable consumption patterns and a circular economy».
Discussions on longer reversal of burden of proof and longer duration and longer legal guarantee of consumer goods are still needed and welcomed. The ECC-Net is in a position to provide expert advice on this issue.

Good to know

In its transition towards a **circular economy** France will « take to the European level the extension of the legal guarantee of conformity for household electrical and electronic appliances ».

Learning from the neighbours

In **Sweden** the legal guarantee period for all types of goods is 3 years.

In **Norway and Iceland,** consumers benefit from a **5-year legal guarantee** for goods meant to last longer than 2 years.

Even though **Finland** has not adopted any specific time limits, according to the "Consumer Protection Act", a product is defective if it does **not last as long as can ordinarily be expected.** The Finnish Consumer Disputes Board, when a claim is raised, indicates the expected lifespan of a product as is necessary to determine the duration of the seller's liability. Most products have a lifespan of between 2.5 and 3.5 years but for vehicles, for example, the lifespan is longer.

In **the Netherlands,** as in Finland, the **expected lifespan** of the goods **must be taken into account,** as must the **price, the type of store selling the product, statements from the seller and information from the producer.** So the legal guarantee might be longer for vehicles, washing machines, boats, etc.

For more information, see our ECC-Net report on legal guarantees and commercial warranties.

Guarantee issues

Legal guarantee protection limited by transport damage

The ECC-Net regularly sees cases where **recourse under non-conformity rules is limited in the event of damage during transport.**

In **France,** the trader is responsible for executing the contract, including the operations performed by all intermediaries. Transport is thus the trader's responsibility. However, a specific rule exists with regard to damage during transport: the seller has to inform the transport company of any damage within 3 days. As the consumer is in a position to identify such damage upon delivery he/she has the same obligation.
It is therefore very common to state that the consumer has to check the item upon delivery and inform the transport company right away and at the latest within 3 days of any transport damage in the general terms and conditions of distance selling contracts.
It is also recommended that the consumer informs the trader of any damage in writing. If the consumer is not able to check the item upon receipt, the deadline is extended to 10 days. If the consumer does not fulfil this obligation, the trader will lose his/her action against the transport company.
A consequence of this, is that the trader will usually not be inclined to accept any complaint from a consumer regarding transport damage after this deadline, even though the legal guarantee of conformity remains applicable.

In **Italy,** the consumer should report the damage within 8 days of delivery if it is not immediately visible.

In **Romania** the application of the legal guarantee for damages due to transport is excluded if the consumer accepts the item on delivery, without making any remarks (this exclusion is applicable only for visible defects).

Even in Member States where no such rules exist, it can be difficult for consumers to make a claim under the legal guarantee if transport damage occurs.

> When a trader uses a transport company for the delivery of an order, **the trader should be liable for the good execution of the transport. Deadlines for reporting damages can be put on the consumer's shoulder but once the declaration has been done, the consumer should be entitled to a repair or exchange under legal guarantee of conformity rules.** The trader, on the other hand, should be able to seek recourse against the transport company.



Good to know

Regulation (EU) 2018/644 **on cross-border parcel delivery services** focusses on improving the price transparency and encouraging the competition by publishing online domestic and cross-border prices for a set of basic prices. It will enable consumers to compare the market prices easily.

On a broader scale, **one of the ongoing works of the EU institutions is to enable consumers to easily find information on their consumer rights and assistance bodies for their complaints.** This objective should be considered when setting up new information portals for consumers, including in the parcel delivery service sector.

The ECC-Net therefore should be mentioned on the website of the European Commission, where the prices of parcel delivery services will be published, to provide consumers with easy access to information, assistance and problem solving services in cross-border e-commerce related complaints.

A short message indicating : *"You have a problem with your seller or transporter established in another EU-Member state, Iceland or Norway? Contact your local ECC for advice."* should allow to link to the Commission webpage on ECCs.



Guarantee issues

Spare parts for repair of consumer goods

Today, many traders choose to simply replace damaged good, rather than offering sufficient information about the possibility of repairs. As a result, several countries have stated the trader's obligations with regard to providing the consumer with information about the possibility of repairing the damaged good, and the availability or non-availability of spare parts.

Several attempts to harmonise such obligations across the EU have been made through various channels such as *eco-design* and *sales of goods,* but there is still no EU-wide obligation to provide spare parts to enable the repair of consumer goods.

More information in the ECC-NET report on legal guarantee and commercial warranties.

> As Member States try to push for more sustainable consumption models including circular economy, **access to repairs and the provision of spare parts should be mandatory throughout the EU.**

Learning from the neighbours

In **Slovenia,** when concluding the sales contract the trader is obligated to provide the consumer with a **guarantee for specific technical goods granted by the producer.** This guarantee must include information about the producer's obligations with regard to maintenance, spare parts and coupling devices after the guarantee has expired. In general, maintenance and spare parts must be available to the consumer for at least 3 years after the guarantee has expired.

In **Greece and Romania,** national laws state that the trader (Greece) or the producer (Romania) should ensure **provision of spare parts for the entire expected lifespan of the product.**

In **Portugal,** the consumer has the right to after-sales assistance, namely **provision of spare parts, for the average expected lifespan of the product.**

Geo-blocking

Regulation (EU) 2018/302 addresses **unjustified discrimination in online sales where the discrimination is based on the consumer's nationality, place of residence or place of establishment, and location of the payment service provider.**

The ban on geo-blocking is an important element of the digital single market strategy. **Several ECC offices are contact points for consumers under the geo-blocking regulation.**

While it is evident that not all traders have transposed the geo-blocking regulation in their commercial practices yet, the **ECC-Net is already alarmed by reports from consumers stating that traders who previously shipped across borders suddenly do not accept orders from other or specific Member States.**

> A **follow-up of the geo-blocking regulation is necessary** in order to see if it really serves its purpose.

> **National enforcement authorities should prioritize looking into the commercial practices of their traders.**



Counterfeiting

In 2017, **the ECC-Net** published a **report about the impact of counterfeiting on online consumer rights in Europe.**

The report concluded that it can have a huge impact on the buyer, as counterfeit items crossing borders in EU territory, whether consciously purchased or not, online or offline, exposes the holder to sanctions (in accordance with the rules of the country in which the offence is committed). **In some countries consumers may be fined, in others they can even be sentenced to prison.**

However, counterfeiting also impacts business, governments and individuals, and touches upon safety, intellectual property rights, criminal and civil law, and administrative provisions.

Various stakeholders are currently working on this issue.

> **Assembling a multi-stakeholder initiative or/and a multi-level committee** could secure a coordinated and efficient approach against counterfeiting.

> In addition, **coordinated awareness raising** campaigns and events should be organised to inform citizens about the risks and consequences of buying counterfeits.



#ImNotFake information campaign, ECC Belgium

Learning from the neighbours

New information platform to help consumers in Denmark shop securely online

The Danish government has launched an ongoing information campaign entitled "Nethandel #heltsikkert" (translation: Online trade #forsure).

In total 12 authorities and public institutions are behind "Nethandel #heltsikkert" : The Danish Crime Prevention Council, Danish Agency for Digitisation, the ECC Denmark, Danish Consumer Ombudsman (CPC), Danish Veterinary and Food Administration, Danish Competition and Consumer Authority, Danish Medicines Agency, Danish Patent and Trademark Office, Danish National Police, Danish Safety Technology Authority, Danish Customs Agency and Danish Tax Agency.

The information campaign will, among other things, help consumers in Denmark to avoid fraud, counterfeit goods and dangerous products.

Read the press release here.



Fake webshops

Enforcement authorities and ECCs in many Member States are issuing warnings and taking actions against fake online shops.

However, **they often reappear under a different name, with a different URL, and with a different country of establishment.**

Thus, greater responsibility and transparency may be required to secure the online market and protect fair competition:

> Webshop owners should be **registered with the trade register and taxation administration.** The trade register should **enquire the valid identity of the registrar, the history of the webshop owner, the number of shops registered and their financial situation.**

> **The same obligation may be put on the domain name registry.**

> In order for both to work and to avoid forum shopping, **registers should be interconnected throughout the EU.**

> **Search engines should indicate which webshops are (or which are not) in com-pliance** with basic consumer rights and e-commerce legislation.

Learning from the neighbours

Good practice from the Czech Republic on fake webshops

A list of risky e-shops is published on **ECC Czech Republic host's website** (CTIA; **www.coi.cz**), where the risk assessment is based on:

- the impossibility to identify the trader
- **no-compliance with information requirements**
- lack of information about the trader
- no other means of contact than a contact form,
- unclear terms and conditions

Based on this list, **cooperation with a major Czech search engine** has been established. If the consumer searches for a trader mentioned on this list, he will receive an alert that the website is listed as a "risky e-shop".

Cooperation with a major Czech antivirus/spyware software company works similarly – an owner of their software is alerted when trying to access a website listed as risky e-shop on **www.coi.cz.**

Other initiatives :

ECC Belgium : register fraudulent domain names .be and .eu to be passed over to the CPC.

In Denmark, there are several initiatives to stop fake websites.
The Danish non-profit organisation e-mark facilitates a very efficient web-crawler than identify fake websites offering scams and counterfeit goods. More that 3.000 .dk websites were identified and reported to the police late last year and the work continues.

Also, the Danish administrator of .dk domains has implemented new stricter rules on how to identify yourselves when applying a .dk domain for people living outside Denmark. This is expected to help against e.g. fraudulent Chinese based websites. A fruitful cooperation between public authorities has been battling counterfeit goods for some time now.

ECC Denmark participates in the work done by this "The Danish Ministeral Network Against IPR Infringements" "stop the pirates now":
http://www.stopfakes.dk/



Marketplaces and purchases in 3rd countries

More and more e-commerce companies are hosting independent traders established in different countries on their websites.

If these «marketplaces» are booming, **misunderstandings and complaints** against them go hand in hand as **consumers cannot enjoy the same protection and consumer rights as they have in the EU when it comes to exercising them against a trader in a third country.**

The *proposed new EU* rules will require online marketplaces to **clearly inform consumers about the identity of the party with whom they are concluding a contract** (if it is a professional trader or an individual). The **responsibilities** of both trader and platform should be made very clear, as well as **whom to contact** in case of a complaint, as the "traditional" consumer-trader relation is now a three-party-relation.

However, greater due diligence should be required from online marketplaces and platforms when it comes to displaying traders from a third country.

It should be transparent in the search results **where the trader is located**, and what this means for your consumer rights. It must also be emphasised that even though a trader might be located outside the EU, **general terms and conditions, as well as contact means, should still be mandatory.**

In addition, the **full and detailed price** must be clearly indicated, including extra charges due to customs and duties.

Learning from the neighbours

The Finnish campaign "At your own risk"

The campaign, in which **ECC Finland participates** along 14 Finnish authorities and other organisations, aims to provide online shoppers with **tools for choosing safer products online.** Tips on what online shoppers should take into account when purchasing items have been collected on the campaign site, arranged by product group.

Have a look at the **campaign page.**

Read the **press release.**

Ticket reselling

With every major sports event or concert, the ECC-Net receives numerous complaints from victims of fraudulent ticket reselling. Some **consumers never receive their tickets, others are refused access to the event. Sometimes the event does not even exist.**

Major companies, well known to enforcement authorities, still target EU consumers. Some companies, previously established within the EU, have just changed their establishment to third countries.

Given the scale of ticket reselling and the harm caused to consumers, it is imperative to provide better consumer protection, particularly in relation to companies located outside the EU.

> Consumers call for event **organisers to bear a responsibility for who they choose as their intermediaries for booking. And vice-versa, booking intermediaries should be responsible for verifying** that the **organisers** they sell tickets from are indeed serious businesses and financially viable.

> For transparency purposes, ticket sellers should **clearly indicate the name of the organiser and all details linked to the ticket** (price, seat number or type, shipping details etc.) **during the booking** process.

> Consumers should be informed during the purchase if they are **allowed to resell a ticket,** as this is regulated in several EU countries.

> It should be clearly indicated if a seller is **selling tickets without authorisation,** and the consumer must be informed that access to the event is not guaranteed.

> In case of a complaint or cancellation of the event, **ticket sellers should be responsible for the follow-up of complaints they receive from customers.** A simple redirection to the organiser should not be enough.

Good to know

Ticket reselling is not allowed in all Member States, see our **map** for further information.



Gift vouchers

Gift vouchers come in a variety of formats (e.g. physical cards, electronic codes) and can be used to acquire goods, services or digital content covered by the voucher. Gift vouchers can be a convenient present for some, but there are also risks associated with them with regard to expiry dates, redeemability restrictions, and even maintenance fees. Certain gift vouchers are for future agreements issued and accepted by one retailer only, whilst other schemes allow for multiple retailers, even at cross-border level.
Since gift **vouchers are rarely purchased by the actual holder, the latter may have limited information as to the applicable terms and conditions and, equally, it might be difficult to secure redress** in case of difficulty.

Despite the popularity of gift vouchers, there is **no uniform approach at EU level.** Open loop gift vouchers are regulated under the ***eMoney Directive (2009/110),*** **but its scope is limited.**

At national level, regulation is insufficient and far from harmonised, and recently proposed Directives, such as a ***New Deal for Consumers,*** **do not fill the current regulatory gaps and fragmentation.**

Thus, the current landscape is difficult to navigate for both consumers and traders, particularly in a cross-border context.

For instance, consumers from Member States allowing for longer expiry dates may find it difficult if presented with vouchers issued by traders based in other EU/EEA countries. Equally, traders offering such vouchers may be required to comply with laws they are unfamiliar with.

Concerns have also been raised in certain situations of restructuring, new management, and/or acquisition, where the business continued to honour gift vouchers in a given Member State but not in others.

In Ireland, there is currently no minimum expiry date on gift vouchers. As a result, some retailers issue gift vouchers which are subject to short expiry dates (e.g. six months).
New legislation has now been proposed to tackle this, and parliamentary debates are underway, with a proposed minimum expiry date of five years.

In Austria, there is no legislation dealing with the expiry date of gift vouchers. However, the Austrian Civil Code (ABGB) provides for a general limitation period of 30 years that may be relied on, unless shorter limitation period is provided (e.g. three years). Actions are not time-barred ex officio, as this but must be pleaded and cannot be waived in advance.

In 2019, the Higher Regional Court Linz ruled in the case *OLG Linz 6.3.2019, 1 R 179/18a,* that a gift-voucher from a supermarket cannot be limited to 3 years, because it is an unjustified disadvantage for consumers.

See : https://verbraucherrecht.at/cms/index.php?id=49&tx_ttnews%5Btt_news-%5D=4358&cHash=bddd23be67cc79a2f5e76f0393dd4acf)

Transparency and fairness are clearly at stake, yet relevant *EU Directives on contract terms (93/13), commercial practices (2005/29)* and consumer rights (2011/83) do not sufficiently address all these concerns.

In the future regarding gift vouchers the following questions should be discussed at EU level :

> Adoption of a uniform approach to gift vouchers' expiry date, e.g. **minimum period of validity.**

> Improvement of transparency and limitation of the **trader's ability to impose redeemability restrictions**

> **Ban on certain administrative charges,** such as maintenance fees.



Paying invoices via direct debit from a bank account in another Member State of the euro zone is often impossible

Despite *directive 2014/92/EU,* which allows consumers to open an account in the Member State of their choice, and the rules of the *EU regulation 260/2012* governing the Single Euro Payments Area (SEPA), **companies still refuse direct debits from banks outside their country of establishment.**

As a result, consumers from Austria, Belgium, Germany, Ireland, Lithuania, Luxemburg, Sweden and Spain find it **difficult to pay their cross-border taxes, subscriptions or invoices.**

There are various reasons provided for why the processing of a cross-border SEPA direct debit is not possible. Some of which are that information processing systems are not able to process foreign bank details, that forms are prefilled with national IBAN identification, and that general terms and conditions requesting a bank account in the trader's country.

The SEPA regulation is not a new piece of legislation. At this point in time :

> **Consumers should be able to exercise their rights to a SEPA direct debit** to be processed on a bank account in another Member State of the euro zone!

> **Consumers should not be forced to open or keep a bank account** in another Member State.

> **Consumers should be protected against fraudulent direct debits.** With the SEPA regulation, traders can place a direct debit on the account of the consumer just by knowing the IBAN. No European solution was put into place against fraudulent use of direct debits. For additional information (in French) on this topic, follow this link: http://questions.assemblee-nationale.fr/q15/15-5827QE.htm

Learning from the neighbours

On 24.4.2019, the Italian Competition Authority fined two Italian TLC providers for a total of 1.600.000 € for IBAN discrimination (infringement of *art. 9 Reg. 260/2012*).

The investigation, which was launched following a report of ECC Italy's host structure CTCU, showed that these providers prevent consumers holding a bank account in another EU country from paying the services by direct debit.

For more information see: **https://www.agcm.it/dotcmsdoc/bollettini/2019/17-19.pdf**

Chargeback : a consumer right without borders

In an increasingly interconnected world, where trade is no longer hindered by borders, **secure payments are vital to consumers' trust** and access to the markets. As most consumer transactions today are made using a debit or credit card, access to chargeback schemes for online purchases are necessary for a secure and integrated cross-border market.

Chargeback should be available when:

- **The transaction is not authorised by the consumer/cardholder.**
- **The trader does not respect the consumer's rights.**
- **The trader has gone bankrupt.**

Although the *Payment services Directive 2015/2366* discusses chargeback schemes for both debit and credit cards, it is only mentioned as a recommendation and it is **not obligatory. It is therefore up to the Member States themselves whether to write it into law.**
Until such time, the providers of payment solutions are free to decide if such a possibility should be made available to the consumers or not. As a result, **the rights and security of consumers differ greatly between the Member States.**

Read more in the **ECC-Net report on chargeback.**

> Access to uniform **chargeback procedures for purchases made using both debit- and credit cards** should be harmonised across the EU.

Learning from the neighbours

In **Norway,** chargeback for credit cards is regulated through the Financial Contracts Act. In addition, VISA Norway allows for chargeback on debit cards through their terms & conditions

In **Sweden** chargeback is regulated through the Consumer Credit Act. (Payments by credit cards.)



ATM withdrawals

Banks in some EU Member States still impose additional ATM withdrawal charges on consumers even though EU legislation clearly states that banks within the EU cannot charge you more than it would cost for an equivalent national transaction.

Article 3 of the Regulation No 924/2009 provides that «charges levied by a payment service provider on a payment service user in respect of cross-border payments of up to EUR 50 000 shall be the same as the charges levied by that payment service provider on payment service users for corresponding national payments of the same value and in the same currency".

A note on the application of Regulation No 924/2009, published by the DG Internal Market and Services in January 2011, states that charges for cross-border cash withdrawal by a cardholder are typically settled and cleared indirectly, between both banks (bank of the cardholder, and bank owning the ATM).

However, these charges are in fact often levied directly on the cardholder by the bank owner of the ATM.

Such practices of ATM providers force consumers to withdraw large amounts of money at home, and carry the cash abroad. This leaves vulnerable consumers feeling unsafe, on holidays in the EU.

> When discussing **amendments to Regulation 924/2009** the issue of banks continuing to charge ATM withdrawal fees should be considered.

Phoning

Telemarketers in various Member States continue to use **aggressive selling tactics** in order to get consumers to accept contracts.

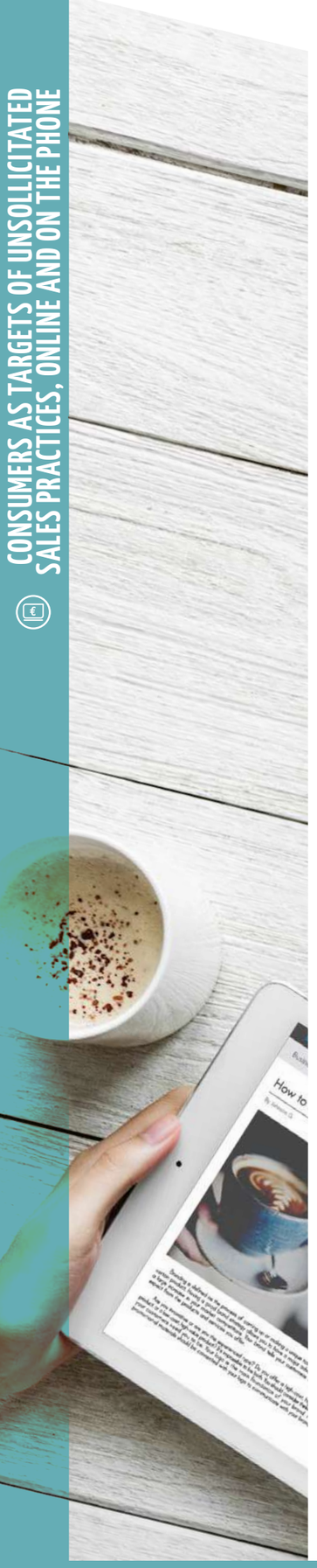
The ECC-Net regularly receives complaints from consumers who have been misled or bullied into accepting a "free" trial or additional information about **products/services they do not want or need.** The consumer is subsequently unable to cancel the contract.

As a written agreement is not mandatory in all Member States, the traders in these states can easily conclude subscription contracts without the consumers' written consent.

> The introduction of an **EU wide ban on cold calling,** especially to prevent calling from abroad, is necessary.
Read more on the current situation of « **How to stop unsolicited ads in Europe ».**

> **Contracts without the consumer's signature should never be binding.** The consumers should always receive the agreement in writing.

> **Cooling-off and reflection periods** should continue to apply, and it should start on the day that the written contract, with the consumer's signature, is concluded.



Online subscription traps

Consumers are constantly met by various online traps and too-good-to-be-true offers when shopping online.
Whilst subscription traps have existed for a long time, they have become far more common over the course of the last five years. This is an international problem that has drawn the attention of consumer authorities and organisations, both at national and at EU-level.

In 2013, the ECC-Net placed subscription traps and offers of free trials at the top of a list of growing e-commerce problems, and identified subscription traps as a lasting problem area that is likely to increase in the future.

In 2017, the ECC-Net joint project "Subscription Traps in Europe. EU Study into Public Experiences of Subscription Traps in Six Countries" found that targeted marketing, pop-up ads and social media have contributed to a huge increase in subscription traps.

"Over the last three years, 3.5 million consumers in Sweden, Norway, Finland, Netherlands, Belgium and Austria are estimated to have accepted an offer online or in social media that led to a subscription trap, making subscription traps a multi-million industry. That shows a survey from Sifo Kantar, commissioned by ECC Sweden and the Swedish Consumer Agency."

A recent survey from 2018, conducted by the Finnish Competition and Consumer Authority, found that each year,round 200,000 consumer in Finland alone become the victims of subscription traps and lose a total of around 5–10 million euros. In addition to damages to consumers, subscription traps distort competition and erode consumer confidence in online commerce.
Read more : FCCA report - consumers lose millions of euros each year due to subscription traps

A 2018 publication from the Danish Competition and Consumer Authority focus on the rising number of companies who consciously,

> In order to better protect its citizens, the EU could regulate **how consumers validate their payments.** PSD2 andRTS aim to introduce new and stronger security measures that might be helpful in the prevention of internet traps, such as the use of strong customer authentication and dynamic linking.
For further information, read the **report of the ECC CPC workshop 2017 on online traps.**

> Since **platforms and social media** enable the spread and marketing of subscription traps, their **responsibilities** towards the consumers should be further problematised and discussed.

> Stronger and more coordinated **cross-border cooperation between enforcement authorities and relevant stakeholders** is needed in order to tackle the issue.

> Further strengthening of **monitoring and evidence gathering tools on an EU level is needed,** especially in light of the new *Regulation (EU) 2017/2394 on cooperation between national authorities responsible for the enforcement of consumer protection laws.*

> The issue must be tackled on **a multi-stakeholder level** to ensure the commitment and expertise of all stakeholders.

Contracts terms

Studies show that consumers do not understand the contracts they are signing. This is a growing challenge with regard to e-commerce, and new business models.

Yet, **very few regulations impose the use of clear and comprehensible language.**

The Report on Fitness check of consumer and marketing law (2017) concludes that terms and conditions should be better presented.

> EU legislation should demand plain and simple language when it comes to consumer contracts. **Technical legal terms should be avoided, and contracts should be kept to readable length while displaying all essential elements.** A summary with the main elements should be provided in a standardised form.



Tacite renewal of contracts

Consumers subscribing to contracts and memberships online, often do not understand the terms and conditions of the contract as civil laws differ from country to country. As a result, many consumers are surprised when their contracts are renewed without notice.

In some countries automatic renewal of contracts is strictly regulated, which allows for better protection of consumers, and thus should be considered throughout the EU.

> **Consumers should always be notified before a contract is concluded that he/she is entering into a renewable contract.** It should not be enough to simply drown this information in the general terms and conditions.
The consumer should receive **specific and personalised information about the duration of the contract, the cancellation policy, and the contact details of the trader.**

> For contracts with a duration of more than three months, **in a fair deadline prior to the contract being renewed, the consumer should receive a specific and personalised reminder that the renewal is coming up, its exact date, information about the renewal period and how he/she can cancel the subscription.** This information should not be drowned in advertising, newsletters or other.

> The burden of proof that the consumer has been duly informed should lie with the trader.

> If the consumer has not been duly informed, he/she should be able to cancel the renewed contract at any time.

> The consumer would have to pay the cost of the subscription until he/she submits a request to terminate the contract.

Learning from the neighbours

In **Belgium,** the automatic renewal clause must be mentioned in **bold characters in a frame apart from the text on the first page of the contract.**

In **Finland,** a telecommunications operator shall not extend a time-limited agreement by another time-limited agreement without concluding **a new agreement in writing with the subscriber.**

In **Austria,** it's not sufficient that the information about a automatic renewal of the contract is solely included in the T&Cs. The consumer has to be explicitely informed about the renewal and he needs to receive an additional information prior to the renewal. The r**eminder must be done in writing and needs to be provided in an adequate period of time before the renewal** (e.g. two weeks)), enabling the consumer to cancel the contract in due time (§ 6 Abs 1 Z 2 KSchG).

Cooling-off

According to the Study on the application of the *Consumer Rights Directive (2017)*, the right of withdrawal is the **best-known consumer right** and it is considered to be very important by consumers.

However, as recent discussions regarding a *New Deal for Consumers* have shown, businesses are currently lobbying hard against this right.

In a recent website sweep, the European Commission and consumer protection authorities found irregularities in almost 30% of the websites in relation to: "... "..., how information was presented about consumers' right to withdrawal.

According to EU law, consumers must be clearly informed about their right to withdrawal when they buy online".

Read more : http://europa.eu/rapid/press-release_IP-19-1333_en.htm

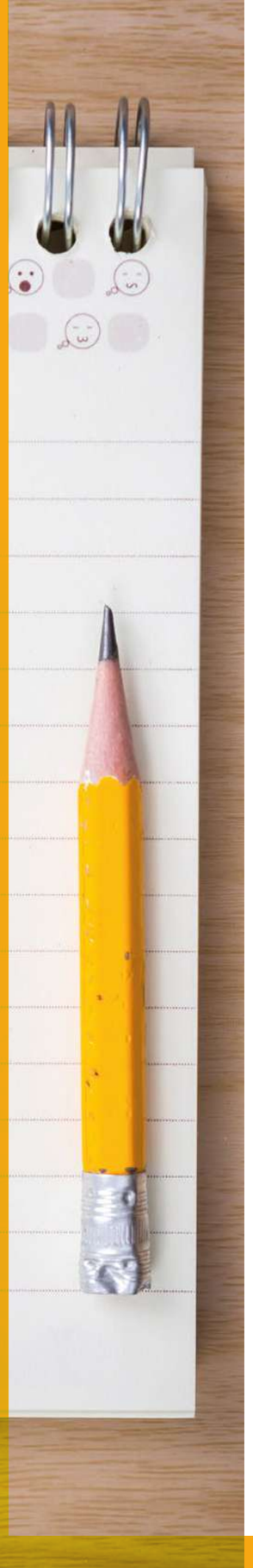
> **To ensure full compliance, the right of withdrawal should be further strengthened and enforced.**

Some countries have extended the right of withdrawal to include purchases on site.
In other countries, consumer organisations are emphasising the need for a withdrawal right when purchasing in a physical shop for certain products and services when transparency and access to full information are not guaranteed.

It should also be noted that strengthened withdrawal rights could more effectively secure vulnerable consumers with regard to specific and expensive purchases.

Learning from the neighbours

In **Lithuania,** consumers who bought goods on site have a right to change their mind during a 14 days cooling-off period without any explanation, as long as the goods are returned unused with tags still attached.



Obligation of traders to respond / Complaint books

ECCs often receive cases where it is almost impossible to contact a manager on site or an online trader, as no direct contact means are provided on their website... To reach them consumers have to fill out an online form.

In addition, some traders do not respond unless the case reaches another more formal and official state.

Some countries have already put responses in place, guaranteeing that the consumer's complaint is handled. However, we should aim at harmonising legislation across the EU, **to ensure that all European consumers have the right to be heard.**

Example of best practices could facilitate a harmonized procedure of providing information to traders on the quality of their goods and services as well as to the enforcers about potential infringements.

Learning from the neighbours

In **Croatia,** according to Article *10 of the Croatian Consumer Act,* every trader (except in case of passenger rights) is legally **obligated to respond to consumer complaints within 15 days** from the receipt of the complaint. If not, the Trade Inspection may sanction the trader.

In **Slovakia,** according to *the Consumer Protection Act,* the trader is obligated to **provide the necessary assistance to the European Consumer Centre** in resolving a dispute between the consumer and the trader.

Learning from the neighbours

In **Portugal,** consumers are given the opportunity to express in the stores any dissatisfaction with the goods and services provided by the trader, by filling in a form in a paper book. These **forms are designed for the trader and the enforcement authorities.**
The Portuguese Complaints Book is **mandatory by law.** If the store doesn't display it or provides it to the consumers upon request, the trader will be fined.

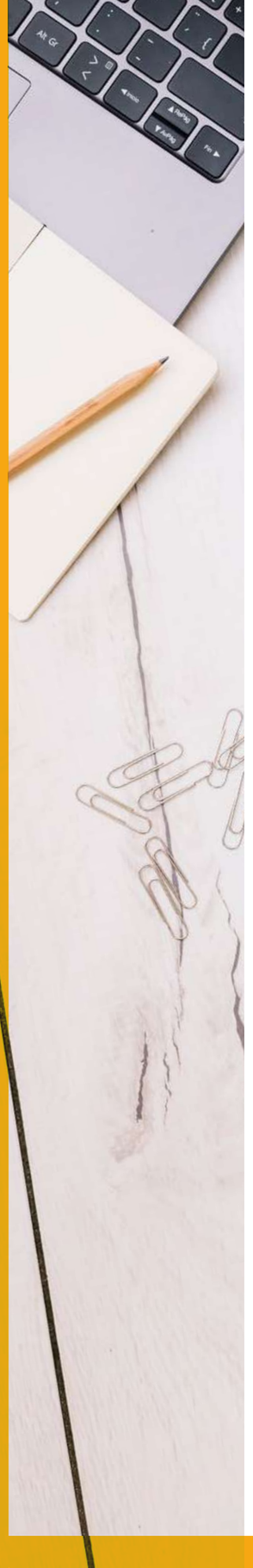
However, when first created, the Complaints Book was not respected by all traders, nor was it available to all sectors including online traders.

Traders would try to prevent consumers from using the complaints book, they would fail forward copies to the enforcer even though they are obliged to do so by law, and they did not answer consumers who had submitted a complaint. With the rapid development of e-commerce, a need for modernisation of the complaints book was clearly needed.

A new legislation was approved in 2017, extending its mandatory use to all sectors, including online shops, and the trader's **obligation to answer the consumer within 15 working days was written into law.**

By July 2019, all online traders will have to be registered on the Complaints Book Online Platform, and a link to the platform must be clearly displayed on the trader's website.

The Portuguese Complaints Book system is available to consumers living in Portugal and to those visiting the country from abroad. **Forms can be submitted in English.**



Shaping the landscape of Alternative Dispute Resolution (ADR) in the European Union

Quick, cheap, neutral and flexible alternative dispute resolution mechanisms are particularly important in relation to cross-border commerce, where consumers face higher barriers when it comes to enforcing their rights. Facilitating cross-border ADR is one of the main objectives of the *ADR Directive (2016).*
Today, 430 ADR bodies are available in 30 EEA countries offering ADR procedures for no matter what disputes between consumers and traders in the national and the cross-border context.

Unfortunately, the number of cross-border complaints filed before ADR bodies is very low, and in many countries it is close to zero. From a consumer perspective, barriers to cross-border ADR include: lack of awareness, problems with identifying the right body and 25 different languages.

In addition, many traders are still reluctant to participate in ADR, particularly, if the procedure is voluntary and incurs costs. In some countries, ADRs are not available in every sector or they do not cover the whole sector.

In order to enhance the development of ADR in the EU, several measures should be considered :

> **Awareness rising** campaigns about the advantages of ADR addressing consumers and traders.

> Development of good practice examples for **cost-effective models** that do not deter traders from ADR.

> Providing and financing measures to **facilitate and simplify cross-border ADR,** like the FIN-NET, the ODR platform and the ECC-Net.

> Promoting a **holistic approach to cross-border redress mechanisms** including consumer representation (ECC-Net), neutral alternative dispute resolution bodies (ADR) and simple legal procedures (small-claims).

> **Evaluation and further follow up** at EU-level of the effectiveness of the current ADR/ODR legislation given the fact that ADR coverage and trader involvement still seem not to meet set targets.

Learning from the neighbours

In **Lithuania**, the recourse to an ADR body is free of charge and it has the power to issue a binding decision.

Improving the effectiveness and efficiency of the Online Dispute Resolution Platform (ODR Platform)

To support consumers in solving cross-border disputes with online traders, the EU introduced the ODR platform in 2016. The platform seeks to simplify the procedures and the access to the 430 ADR bodies.
It is highly visible, as online-traders are obligated to put a link to the platform on their websites. In addition, it provides for a single entry point, a uniform complaint form, an automatic translation tool and general help by a European-wide network of ODR contact points.

The ODR platform is already useful for consumers, since it supports them in finding bilateral solutions with online-traders. Being informed of the complaint, traders contact consumers to solve the dispute outside the platform.

However, the platform is subject to effectivity and efficiency problems when it comes to transferring complaints via the platform to an ADR body.
Only 2 % of the 100.000 complaints filed so far have been transferred to an ADR body. Only in 1 % of the complaints an ADR procedure took place.

In order to improve ODR in the EU and the ODR platform :

> **The workflow of the platform needs to be simplified.** The so-called 'Ping-Pong' must be eliminated. The integration of traders in the process of contacting an ADR body overcomplicates the access. It is on traders to register on the platform and propose an ADR body after consumers have filed a complaint.

> The ODR platform needs to be made **coherent with the specificities of the diverse European ADR landscape.** For example, most ADR bodies ask consumers to have contacted traders first in an attempt to solve the problem bilaterally, whereas complaints via the ODR platform can be filed without such an attempt.

> **Reducing the administrative burden for traders.** Traders are obliged to register on the platform, collect information and propose an ADR body, even if it is the consumers' initiative to carry out the procedure. This is deterrent. Only 19 % of traders register on the platform (2017).

Good to know

ADR bodies are free of charge in Luxembourg and all sectors are effectively covered.



European Small Claims

The European Small Claims Procedure is established by R*egulation (EC) 861/2007* and is intended to improve access to justice by simplifying cross-border small claims litigation in civil and commercial matters and reducing costs. Whereas the procedure is indeed simplified, an **ECC-Net European Small Claims Procedure Report**, dated September 2012 identifies several issues with the European Small Claims Procedure:

a) **Lack of awareness among consumers, courts and legal practitioners**
b) **Lack of assistance bodies for consumers (only in a few countries including Luxembourg can you file an ESCP free of charge)**
c) **The costs of the procedure**
d) **Procedural issues**
e) **The enforcement of the judgments**
f) **Lack of statistics**

A recent project, **REDRESS17**[2] comes to similar conclusions.

For the ESCP to reach its full potential, it must be further strengthened and promoted. The following topics should receive a special focus :

> **Increasing the awareness** of the Procedure among the judges in the Member States.

> **Centralisation** of ESCP either within Member States (e.g. as for EPO in Germany where procedure is centralized at Mahngericht Wedding, or district court Essen which handles all ESCP in North Rhine-Westphalia) or via the introduction of a single platform for the management of these procedures at EU level.

> **Annual reporting by Member States** of precise statistical data on the actual number of ESCP cases in order to monitor the use of the procedure, and to create a database of the judgements.

> **Transparency of costs** for consumers.

> Clarification of the **rules related to translation** to reduce the procedure costs.

> **Providing information, assistance and legal support for consumers in all Member States.**

> **Improvement of procedures** e.g. by establishing a single multilingual enforcement order certificate for the cross-border issues, instead of the 4 certificates that currently exist (ESCP, EPO, European Enforcement Order + certificate *Brussels Ia regulation 1215/2012).*

The Commission has recently launched a **SCAN** (Small Claims Analysis Network) Project which aims to analyze and enhance the knowledge on the *EU Regulation 2015/2421* on the ESCP for consumers across the EU. However, **the above mentioned points should still be considered.**

[2] *Justice Action Grant Number 723122*

ECCs as external alert mechanism for CPC-Network

***Regulation 2017/2394* on cooperation between national authorities responsible for the enforcement of consumer protection laws** (CPC-Network) foresees *in recital 36 and article 27* the designation of external alert mechanisms, and **expressly recognizes the expertise of the European Consumer Centres Network (ECC-Net).**

ECCs are experts on alerting enforcement authorities on cross-border consumer issues.

One of the main tasks of the ECCs is to observe and communicate the dysfunctions of the single market to the national authorities responsible for enforcing consumer protection laws. **ECCs alert the authorities on unlawful commercial practices and traders which have repeatedly breached European consumer laws.**

In 2016, the ECC-Net and the CPC-Network created the **ECC-CPC monitor.** This tool, which is approved by the European Commission, enables us to identify repeated breaches by the same trader, and to quickly alert the CPC-Net.

In order to facilitate the exchange of information within the CPC-Network, all ECC-Net reports are transcribed in a standardised form and made available through a common database. 82 traders from 8 different sectors (air, car rental, design furniture, digital services, subscriptions traps, ticket resale, virtual currency and others) were listed in the ECC-CPC monitor in 2018.

This initiative is in line with the objectives of the *EU regulation 2017/2394,* and the aim is for the monitor to be operational as an external alert mechanism from the beginning of 2020.

The information gathered in this database already exceeds the information the external alert mechanisms are supposed to transmit according to *article 26 (3) of the regulation 2017/2394,* and the additional information gathered could prove essential in the future.

The ECCs have 15 years of experience, and the necessary expertise to issue an alert and provide information in accordance with the Regulation to the relevant competent authorities.

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Help and advice for consumers in Europe
ECC-Net
UK European Consumer Centre

Help and advice for consumers in Europe

ECC-Net

European Consumer Centres Network

European Consumer Centres Network (ECC-Net)

30 centres across all EU Member States, Norway and Iceland, providing free information and advice on your consumer rights when shopping in or traveling to another Member State.

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Help and advice for consumers in Europe

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Bien que vérifiées, nous ne pouvons garantir l'exactitude des informations contenues dans cette brochure.

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