

Public consultation on the targeted revision of EU consumer law directives

Fields marked with * are mandatory.

About you

*1 You are welcome to answer the questionnaire in one of the 24 official languages of the EU. Please let us know in which language you are replying.

English

*2 You are replying

- as an individual in your personal capacity
- in your professional capacity or on behalf of an organisation

*3 You are replying on behalf of:

- a national consumer association
- a European-level consumer association
- a company (or group of companies)
- a national business association
- a European-level business association
- a national consumer enforcement authority
- a national public enforcement authority in a specific area (energy, telecom etc.)
- a European Consumer Centre
- a government authority (ministry) in charge of consumer policy
- another public body /institution
- a professional consultancy/ law firm
- a think tank/ university/ research institute
- other

4 Please specify

100 character(s) maximum

European NGO

*5 Please indicate the **country** where you live or, if you reply on behalf of an entity, the country where it has its headquarters/ place of establishment.

Belgium

***7 Publication of your response**

Note that, whatever option chosen, your response may be subject to a request for public access to documents under [Regulation \(EC\) N° 1049/2001](#)

- my response can be published with my personal information** (I consent to the publication of all information in my response in whole or in part including my name or my organisation's name, and I declare that nothing within my response is unlawful or would infringe the rights of any third party in a manner that would prevent the publication)
- my response can be published without the information I provided in replies to questions about my or my organisation's name, registration number and e-mail address** (I consent to the publication of all the other information in my response in whole or in part (which may include quotes or opinions I express). I declare that nothing within my response is unlawful or would infringe the rights of any third party in a manner that would prevent the publication.)

***9 (If full response can be published).** Please provide **your full name** or the **name of the entity** on whose behalf you are replying.

100 character(s) maximum

COFACE - Families Europe

Is your organisation included in the [EU Transparency Register](#)?

If your organisation is not registered, we invite you to register [here](#), although it is not compulsory to be registered to reply to this consultation. [Why a transparency register?](#)

11 (if full response can be published). If your organisation is registered, please indicate the **Register ID number**.

30 character(s) maximum

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13 (if full response can be published). Please give your **e-mail address** in case we have questions about your reply and need to ask for clarifications.

mschmalzried@coface-eu.org

1. Short Questionnaire

The evidence gathered during the [Fitness Check of EU consumer law and the evaluation of the Consumer Rights Directive](#) (CRD) indicate that, overall, the current EU consumer law acquis is still fit for purpose and does not require a major overhaul. However, infringements of consumer rights (lack of compliance with consumer law by traders) remain at relatively high levels.

21 What should be done, in your opinion, to ensure that traders comply better with consumer protection rules?

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	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
EU and Member States should stimulate self-regulation by traders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Enforcement authorities should be given more financial and administrative resources	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Penalties for infringing consumer law should be strengthened (more proportionate, effective and dissuasive)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Victims of unfair commercial practices should be given rights to claim remedies from the traders (for example, to terminate the contract or claim damages)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

22 Please explain your reply and describe any other solution that you would like to propose.

Self regulation is at best patchy, at worst ineffective. In our field of work, we have come across several faulty or failing self-regulation initiatives. If anything, a legal backstop is absolutely necessary to ensure that whatever self-regulatory initiative has been taken, it is thoroughly reviewed and enforced.

1.1 Clearer consumer rules for the digital economy

1.1.1 Platform transparency

An 'online marketplace', in the following questions, is a service provider which allows consumers and traders to conclude online sales and service contracts on its website.

The [Fitness Check and the evaluation of the Consumer Rights Directive](#) (CRD) showed that some consumers are confused when using online marketplaces. Firstly, it often seems unclear whether consumers buy from the platform itself or from someone else. Secondly, it is often not clear whether the contracting partner acts as trader and is therefore subject to EU consumer law or as a non-trader, against whom EU consumer rights cannot be invoked. For example, in a case leading to a reference for a preliminary ruling at the Court of Justice of the European Union, a consumer buying on a platform was denied the right to withdraw from the contract under the Consumer Rights Directive. Only then did the consumer learn that the seller was claiming not to be a trader (Case C-105/17 Kamenova).

25 In your professional experience, do consumers face the following situations when buying on online marketplaces?

		Yes,			
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	Yes, often	a few times	Yes, once	No	Do not know
Consumer is not sure whether they bought from the online marketplace itself or from someone else	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consumer is not sure which rights they have, because it was unclear if the person they bought from was bound by EU consumer rules or not	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

26 Please explain your reply, including any other problem you have noticed that consumers experience when concluding contracts on online marketplaces.

Platforms cannot avoid liability: their business model is to centralize the selling but decentralize the liability. The liability should be the natural consequence of the "convenience" they aim to provide consumers: find all products on one single platform. The consequence is that liability and resolving any legal difficulties should also be centralized in a single point.

Ideally, the consumer should seek redress at the level of the platform (returning damaged goods), and the platform should seek redress with the trader directly. The consumer should not wait for the platform to recover any compensation from the trader in case he/she has proved that his rights have been violated.

29 In your professional experience, do consumers experience harm (e.g. financial and/or time loss, psychological harm) when buying on online marketplaces due to the following problems:

	Yes, often	Yes, a few times	Yes, once	No	Do not know
Consumer was denied the right to cancel the order and return the product within 14 days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Consumer was denied a repair or replacement of a faulty product	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Consumer did not know to whom to direct his/her claim	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

30 Please explain your reply and describe which kind of harm consumers suffer and which type of goods or services this relates to.

In many instances, especially when buying online, it is unclear who the trader is, especially for online platforms. Even in case the customer finds out, the return "conditions" may be wildly different due to the various locations and conditions traders set. This is why we have proposed to centralize guarantees and liability with platforms and let platforms deal with traders directly (which would be much more efficient)

Also, many online services have faulty or ill-designed contact details for consumers facing a problem. A telephone number must be kept as mandatory means of communication. The contact forms on websites are not always user-friendly.

1.1.2 "Free" online services

"Free" online services in the following questions refer to online services for which consumers do not pay with money but provide data (e.g. cloud storage, e-learning, social network services).

The rules under the [Consumer Rights Directive](#) (CRD) on pre-contractual information requirements for traders and the 14-days right of withdrawal for consumers apply to all contracts for online provision of digital content (e.g. downloads of software, movies or songs) irrespective of consumer's payment with money. On the other hand, these CRD rules currently only apply to contracts for online services (such as subscription to cloud storage or social networks) for which the consumer pays with money. This calls for discussion as to whether the protection under the CRD should be extended also to contracts for online services for which the consumer provide data and does not pay with money. In this respect, the [upcoming EU rules on consumer remedies regarding 'defective' digital products](#) (rules that are currently negotiated by the European Parliament and the Council) may cover online services irrespective of whether the consumer pays with money.

34 Based on your professional experience, do consumers suffer harm (e.g. financial and/or time loss, psychological harm) when concluding contracts for "free" online services due to the following problems:

	Yes, often	Yes, a few times	Yes, once	No	Do not know
Consumer was not informed about the main features of the service, such as its functionality and compatibility with his/her IT equipment (e.g. information on whether the service will be fully interoperable with his/her hardware and software)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consumer could not cancel the service within 14 days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

35 Please explain your reply, including description of harm due to any other problems that consumers face, according to your professional experience.

Compatibility issues with digital goods are extremely common, and unfortunately there are no easy answers besides refunding the customer relying on his/her good faith (no piracy). There have been many examples of bug ridden games where companies have passed the blame (for example, the graphics card overheating issue with Starcraft II)

Cancellation of digital goods is always complex due to piracy or paying for a service which has already been performed (like streaming a movie).

36 In your view, is it problematic that consumers do not have the **right to be informed** (before acquiring the service) about the main features of "free" online services (e.g. on functionality and interoperability with hardware and software)?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
No, it is not a major issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Yes, it creates harm for consumers including when they use services cross-border	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Yes, it discourages consumers from acquiring such online services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Yes, it disrupts level playing field between digital traders offering services with and without payment	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

37 Please explain your reply.

The main problem is especially the "misleading" nature of the claim that such services are "free" in the first place, and the fact that consumers have no or little rights compared with paid for services.

How would consumers get "compensated" for the targeted advertising they were exposed to? Or for the data mining and profiling uses that the company has undertaken with their data? (for instance, calculating their creditworthiness or assessing their risk for a health insurance)

The misinformation does not discourage consumers from acquiring these "free" services, on the contrary! It attracts them. But this is even more problematic, as it does disrupt the playing field between traders offering services against payment. Consumers have no idea how much they end up "paying" (the money generated from mining their data, and the possible increased cost for them of tailored services like a credit rate adjusted to an algorithms' perception of

risk, if they are deemed "more at risk")

With regards to information transparency, several things need to be mentioned:

- First, with regards to online reviews and other such user generated content, it is difficult to assess their authenticity. Which is why we suggest that this service would be outsourced to a specific platform which centralizes reviews and can also make sure they are genuine (for instance, Trustpilot)
- Second, algorithms, especially sorting algorithms, need to be more regulated. We would recommend that online platforms include mandatory "basic" sorting mechanisms which can be much less manipulated (for instance, sorting by price, sorting by distance from a certain point for hotels, sorting by alphabetical order...)
- Third, we underline the necessity to develop new indicators for consumers to be properly informed about "free" online services. Specifically, a new indicator measuring content to advertising ratio (how many posts out of 10 are advertising in social networks? how much space in the website is dedicated to advertising? how many articles out of the total are advertising for online newspapers?) The same principle should apply to "free-to-play" apps and games. Consumers should be informed how much other consumers spend on average for using those apps (top 10%, mid 80%, bottom 10%)

39 Based on your professional experience, would consumers use "free" online services more often if they had **the right to be informed** (before acquiring the service) about the main features of the service (e. g. on functionality and interoperability with hardware and software)?

- Yes
- No
- Do not know

40 In your view, is it problematic that consumers do not have the **right to cancel** "free" online services within 14 days?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
No, it is not a major issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Yes, it creates harm for consumers including when they use services cross-border	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Yes, it discourages consumers from acquiring such online services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Yes, it disrupts level playing field between digital traders offering services with and without payment	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

41 Please explain your reply.

Again, it is the same problem as described above. It is very detrimental to consumers (especially the "lock in" effect of services like social networks) but it doesn't dissuade them from using these so called "free" services because of their "perception" that they are free and not being able to assess the "harm" they could suffer in case of problems.

COFACE supports the idea of uncoupling the data from the online service providers to enable more competition. The principle is simple: instead of having your data hosted on the online services' cloud (Facebook's data centers or Youtube's data centers), the consumer would be able to choose a cloud service of his/her choice where this data would be hosted and structured in an accessible/standardized way. The consumer would then "allow" various online services of his/her choice to access the content (for instance, a social networking post would be structured according to "title", "content of the post", "image"...). This would help prevent the "lock in" effect, enhance data portability, and allow for easier "cancellation rights" for consumers since terminating an online services' access to their data would not mean losing their data or receiving it in a format that would have been difficult to reuse.

With regards to the question 43 below, the problem is not the "right to cancel", it is how consumers are compensated for the way their data is being used in case they cancel. What needs to be done is to provide more transparency about the hidden costs of these services, and regulate the uses of consumer data which may be very problematic and violating consumer's rights (exclusion from accessing certain services...) Also, regulation should limit the advertising to content ratio on these services as advertising usually grows more and more (something allowed because consumers do not realize or cannot evaluate the amount of advertising), something which would never happen with paid for services! For instance, no online service could get away with increasing the price of the subscription by 1€ each week or month!

43 Based on your professional experience, would consumers use "free" online services more often if they had the right to **cancel the service** within 14 days after acquiring it?

- Yes
- No
- Do not know

1.2 Better enforcement and redress opportunities for consumers

1.2.1 Individual redress/remedies for harm suffered from unfair commercial practices

"Redress/remedies" in the following questions refers to what consumers can get to remedy the situation when their consumer rights have been breached (e.g. terminating contract, getting their money back).

"Green claims" in the following questions refers to marketing that creates an impression that a good or a service has a positive or no impact on the environment or is less damaging to the environment than competing goods or services. For example, a misleading green claim would be if a car manufacturer in advertisements would mislead consumers on the environmental performance of its cars.

Currently, EU rules do not give consumers who have suffered harm from [unfair commercial practices](#), such as misleading advertising, any individual rights to remedy their situation. Furthermore, the consumer's right to remedies/redress for harm caused by unfair commercial practices are not always sufficiently guaranteed under national law. Different and ineffective national rules on remedies/redress may lead to costs for traders engaging in cross-border trade and detriment for consumers resulting from continued existence of many breaches on national and cross-border level. These problems lead to lack of consumer trust in purchasing, particularly cross-border, and thus to reduced frequency and volume of trade for both consumers and traders.

46 In your professional experience, do consumers experience problems with getting redress from traders when they have been victims of unfair commercial practices?

- Yes, often
- Yes, a few times
- Yes, once
- No
- Do not know

47 Please explain your reply, ideally referring to concrete cases.

48 Do you agree that differences between national rules on remedies for unfair commercial practices cause the following problems?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Harm to consumers as they cannot remedy the consequences resulting from unfair commercial practices on the national and cross-border level	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs for traders engaging in cross-border trade due to need to adapt to different national rules on remedies	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

49 Please explain your reply.

1.2.2 Penalties for breaches of consumer rules

"Penalties" in the following questions refer to a punishment imposed or to be imposed for a violation of consumer protection rules.

"Fines" in the following questions refer to monetary penalties.

Penalties for lack of compliance with consumer law, as foreseen under national law, are not always effective, proportionate and dissuasive enough to prevent lack of compliance by traders, which leads to consumer detriment. Penalties represent an important part of national enforcement systems, as they have an impact on the degree of deterrence provided by public enforcement. Today, fines for breaches of consumer law vary significantly between Member States, both as regards the way in which they are calculated and their maximum level.

50 Do you agree that the following differences between the national legislation of EU Member States on penalties cause insufficient enforcement of EU consumer protection rules across the EU?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
<p>Differences regarding the nature of penalties</p> <p>For example in some Member States traders using standard unfair terms in contracts with consumers (e.g. a standard term which denies the consumer right to a remedy where the good is defective) cannot be penalised with a fine whereas in other Member States the use of such terms may be penalised by a fine up to 50 000 EUR.</p>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<p>Differences regarding the level of maximum fines</p> <p>For example fines for unfair commercial practices such as a misleading green claim may go up to 32 000 EUR in one Member State, whereas in another Member State up to 5 million EUR.</p>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

<p>Differences regarding the way of calculating fines</p> <p>For example breaches of the Consumer Rights Directive (e.g. not providing to consumers a mandatory information on their rights) may be fined up to a lump sum of 1 500 EUR in one Member State, whereas in another Member State up to 10% of a trader's turnover.</p>					
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

51 Please explain your reply, preferably by providing examples of concrete cases. In addition, if possible please include a description of any other situation where differences in penalties and in fines in EU Member States cause insufficient enforcement of the EU consumer protection rules.

It is a simple matter of math.

There have been many cases where companies cynically calculate how much profits they can make from overcharging consumers slightly in various ways (for instance, on their electricity bill), estimating how many of them will complain and ask for their money back and how many will not bother to complain, what are the chances that a collective redress mechanism is used (if it is possible) and go ahead with the rip off.

<http://www.7sur7.be/7s7/fr/1537/Consommation/article/detail/3101633/2017/03/10/Le-prix-de-l-electricite-surfacture-pendant-plus-de-20-ans.dhtml>

Thus it is essential that penalties are high enough to deter from engaging in consumer rip off. They also have to be consistently and efficiently enforced in order to be a deterrent. Finally, anti-trust laws need to be applied in order to avoid companies which present a "systemic risk" to be let off the hock! An example is the Volkswagen cheating in pollution levels and the lenience of the German government in fining them, and the difficulty for Member States to coordinate a response to the situation. In a worst case scenario, some of these "too big to fail" companies should be at least partially nationalized in order for the government to more directly oversee that they do not engage in any violation of consumer rights or other illegal activities (tax avoidance /evasion, environmental laws...)

52 Do you agree with the following statements regarding fines for breaches of EU consumer protection rules?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
When imposing a fine on a trader, national authorities do not always take into account that consumers of several Member States may be affected.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

The low level of maximum fines in some Member States is not likely to reflect the gravity of a breach and possible profits stemming from it, in particular where a breach affected a large number of consumers in several other Member States.



53 Please explain your reply, preferably by providing examples of concrete cases.

See above

54 Do you agree that differences in the nature and level of penalties for the same or similar breaches of EU consumer laws have the following consequences across the EU?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Insufficient compliance with EU consumer law	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Insufficient enforcement of EU consumer law in case of breaches that took place in more than one Member State	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Insufficient deterrence especially for breaches that took place in more than one Member State	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Unfair advantage for non-compliant traders	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lack of level playing field between traders operating in Member States where fines are relatively low and traders operating in Member States where fines are relatively high	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

55 Please explain your response, including any "other consequences" that you wish to describe.

1.4 Doorstep selling

"Doorstep selling" refers to situations where the trader makes an offer to the consumer or concludes a contract with the consumer in a place which is not the business premises of the trader, in particular transactions taking place at a consumer's home without prior agreement or during excursions organised by the trader.

While doorstep selling is not prohibited as such under the [Unfair Commercial Practices Directive](#) (UCPD), the specific commercial practice of "ignoring the consumer's request to leave or not to return when conducting personal visits to the consumer's home" is always prohibited. However, the Commission has become aware of the fact that there are rules in some Member States that appear to ban or come very close to banning doorstep selling as a sales channel in general. The Commission would like to take this opportunity to seek stakeholders' views on this issue.

62 Under current EU law, doorstep selling is a legitimate sales channel in Europe, except for certain specific exceptions under the UCPD. Do you agree that Member States' authorities should be allowed to introduce a general ban on doorstep selling, as explained above?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

63 Please explain your reply.

64 Would you like to continue the survey by answering further, more detailed questions, which would help us in further mapping the issues consumers and businesses face?

- Yes
- No

2. Full questionnaire

Thank you for your commitment to answering some additional questions.

Several of them indicate that they are targeted at specific respondents, such as businesses or national authorities. However, as a respondent to this survey you may answer any of the following questions, even if the question is not specifically targeted to you.

2.1 Clearer consumer rules for the digital economy

2.1.1 Platform transparency

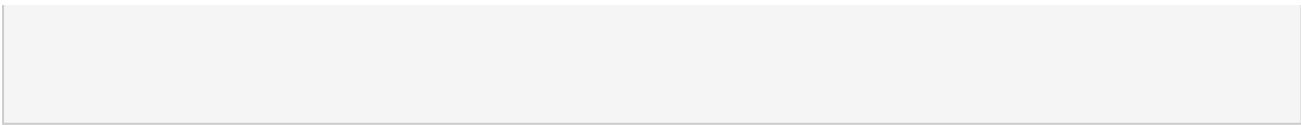
An 'online marketplace', in the following questions, is a service provider which allows consumers and traders to conclude online sales and service contracts on its website.

The [Fitness Check and the evaluation of the Consumer Rights Directive](#) (CRD) showed that some consumers are confused when using online marketplaces. Firstly, it often seems unclear whether consumers buy from the platform itself or from someone else. Secondly, it is often not clear whether the contracting partner acts as trader and is therefore subject to EU consumer law or as a non-trader, against whom EU consumer rights cannot be invoked. For example, in a case leading to a reference for a preliminary ruling at the Court of Justice of the European Union, a consumer buying on a platform was denied the right to withdraw from the contract under the Consumer Rights Directive. Only then did the consumer learn that the seller was claiming not to be a trader (Case C-105/17 Kamenova).

65 Do you agree that throughout the EU, consumers buying on online marketplaces should be informed about the following:

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Whether they buy from the online marketplace itself or from someone else	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Whether the contracting party declares to be a trader or not	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Whether EU consumer rights apply to their transaction	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

66 Please explain your reply.



67 In your view, what would be the benefit to consumers to have such information when using online marketplaces?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
To know whom to contact in case of a problem	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To understand who is responsible for the performance of the contract	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To understand if consumer protection rules apply in case of a problem	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To increase consumer trust	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To compare offers	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

68 Please explain your reply, including description of any other reason why such information is important for consumers.

69 **[Companies, business associations]** Do you (or the companies you represent) incur compliance costs when trading cross-border due to different national laws related to information obligations on online marketplaces about the following:

	Yes, to a significant extent	Yes, to some extent	Do not know	Not applicable
Obligation to indicate whether the contract is concluded with the online marketplace or with third party suppliers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

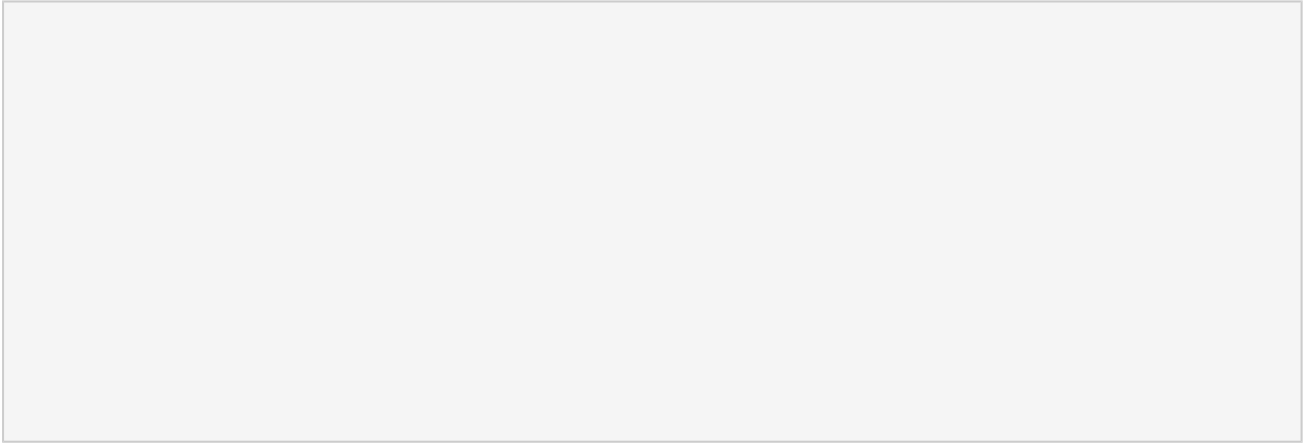
Obligation to indicate whether any third party supplier is acting as a trader or not	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Obligation to indicate the applicability of consumer law to contracts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

70 Please explain your reply.

71 **[Companies, business associations]** What are your (or the companies' you represent) estimated costs due to a need to adapt to these different national rules ?

	Estimated amount or % of turnover
Absolute one-off costs (in EUR)	
One-off costs as % of turnover	
Absolute annual running costs (in EUR)	
Annual running costs as % of turnover	

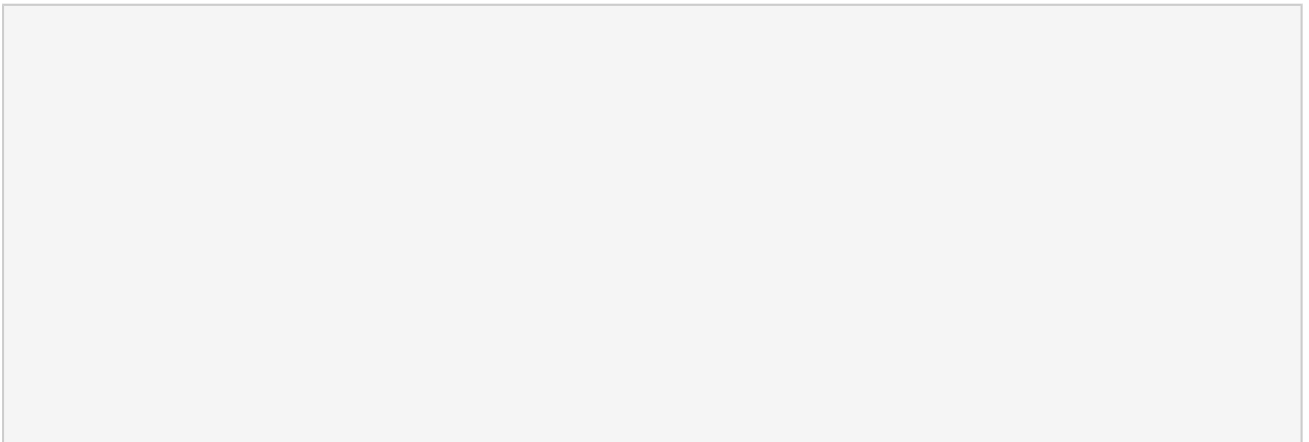
72 Please explain how you have calculated this estimated amount.



73 **[Companies, business associations]** Do you agree that these costs are reasonable?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

74 Please explain your reply.



75 **[Online marketplaces]** If a new EU rule was introduced obliging you first to require third party suppliers to declare their status as 'traders' or 'non-traders' to you, and then to pass this information to your users and inform them that EU consumer rights do not apply when the supplier is not acting as a trader, what would be the estimated costs of complying with these obligations for your online marketplace?

	Estimated amount or % of turnover
Absolute one-off costs (in EUR)	
One-off costs as % of turnover	
Absolute annual running costs (in EUR)	
Annual running costs as % of turnover	

76 Please explain how you have calculated this estimated amount.

77 **[Online marketplaces]** In your view, would the costs of complying with the information obligations as set out in the previous question be reasonable?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

78 Please explain your reply.

79 If a new EU rule was introduced requiring online marketplaces to inform consumers about who their contracting party is and whether they enjoy EU consumer rights vis-à-vis that person, what should be the consequences if an online marketplace fails to comply with these requirements?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
The online marketplace should become the only one liable for the correct performance of the contract	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The online marketplace should become jointly liable with the third party supplier for the correct performance of the contract	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Consequences of such non-compliance should be left to national law	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Consequences of such non-compliance should be regulated at EU level.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

80 Please explain your reply, indicating also any other solution that you consider relevant.

2.1.2 Free online services

"Free" online services in the following questions refer to online services for which consumers do not pay with money but provide data (e.g. cloud storage, e-learning, social network services, when consumers allow the trader to use their pictures).

The rules under the [Consumer Rights Directive](#) (CRD) on pre-contractual information requirements for traders and the 14-days right of withdrawal for consumers apply to all contracts for online provision of digital content (e.g. downloads of software, movies or songs) irrespective of consumer's payment with money. On the other hand, these CRD rules currently only apply to contracts for online services (such as subscription to cloud storage or social networks) for which the consumer pays with money. This calls for discussion as to whether the protection under the CRD should be extended also to contracts for online services for which the consumer provide data and does not pay with money. In this respect, the upcoming EU rules on consumer remedies regarding 'defective' digital products (rules that are currently negotiated by the European Parliament and the Council) may cover online services irrespective of whether the consumer pays with money.

81 In your opinion, should consumers benefit from the rights listed below when using "free" online services?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
The right to pre-contractual information (e.g. about functionality and interoperability of the service with hardware and software)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

The 14-day right of withdrawal (possibility to cancel the contract)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

82 Please explain your reply.

Again, this is besides the "real" point: how to get compensated for the way your private data has been collected/exploited.

83 Why would it be important that consumers have a **right to pre-contractual information** for "free" online services?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
To achieve a more level playing field between digital traders using different business models (services provided with or without payment of money)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To better protect the consumers of services with similar functionalities	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To ensure better synergies between EU consumer protection and the new EU personal data protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

84 Please explain your reply.

85 Why would it be important that consumers have a **possibility to withdraw from contracts** for "free" online services?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
To achieve a more level playing field between digital traders using different business models (services provided with or without payment of money)	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To better protect the consumers of services with similar functionalities	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
To ensure better synergies between EU consumer protection and the new EU personal data protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

86 Please explain your reply.

It is simply the fact that as consumer data has become a new form of "counterperformance", it should be recognised and such and especially, examined in terms of its overall fairness (under unfair contract terms law). For instance, how much "data mining and exploitation" is accessing a service like a social network worth?

If a company sold a service at an extortionate price, it could be attacked on many grounds (anti-trust, price gauging...) But there is no limit to how much online service process a consumer's data or drown a consumer under advertising.

87 **[Companies, business associations]** Does your company, or companies you represent, provide online services for "free", i.e. services for which consumers do not pay with money but provide data?

- Yes
- No

2.1.3 Modernising the rules governing the means of communication between traders and consumers

103 Under the [Consumer Rights Directive](#), the fax number and the email address – both if available - are listed as information that must be provided to the consumer before conclusion of the contract ("pre-contractual information obligation"). In view of technological developments, which of the following communication means are for you most relevant when communicating with consumers/traders?

- Email
-

Fax

- Web-based contact form
- Social media account
- Other

104 Please explain your reply.

Telephone: we still believe that consumers should have the right to speak with a human operator (without going through a tedious 5 step preselection). Many online forms are extremely complicated to navigate through. The address (physical location) of the trader should also be provided as it is a valuable information for consumers (for instance, supporting local businesses).

2.2 Better enforcement and direct redress/remedies opportunities for consumers

2.2.1 Right to individual redress/remedies for victims of unfair commercial practices

"Redress/remedies" refers to what consumers can get to remedy the situation when their consumer rights have been breached (e.g. terminating contract, getting their money back).

"Green claims" refers to marketing that creates an impression that a good or a service has a positive or no impact on the environment or is less damaging to the environment than competing goods or services.

Current EU rules do not give consumers who have suffered harm from [unfair commercial practices](#), such as misleading advertising, any individual rights to remedy their situation. Furthermore, the consumer's right to remedies/redress for harm caused by unfair commercial practices are not always sufficiently guaranteed under national law. Different and ineffective national rules on remedies/redress lead to costs for traders engaging in cross-border trade and detriment for consumers resulting from continued existence of many breaches on national and cross-border level. These problems lead to lack of consumer trust in purchasing, particularly cross-border, and thus to reduced frequency and volume of trade for both consumers and traders.

105 Based on your private or professional experience, how often do the existing different national rules make it difficult for consumers who are victims of unfair commercial practices to seek redress?

- Often
- Sometimes
- Rarely
- Never
- Do not know

106 Please explain your reply.

The difference between countries which have more harmonized terms and conditions and better enforcement (like the Netherlands) and other countries like the new central and eastern european member states is quite clear.

107 Do you agree that there should be an EU-wide consumer right to claim remedies from the trader in such situations?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

108 Please explain your reply.

109 If such an EU-wide consumer right were to be introduced, should it:

- Require Member States to ensure that consumers have a right to remedies, but leave the types of remedies to be defined at national level or
- Define which types of remedies should be available to consumers EU-wide?
- Do not know

110 Which types of EU-wide remedies should be introduced in case a consumer is a victim of an unfair commercial practice (multiple replies possible)?

- Right to terminate the contract and to get a refund of the price paid
- Right to a price reduction
- Right to receive compensation for the damage suffered
- Other

111 Please explain your reply.

112 Do you agree that introducing an EU-wide right to individual remedies for victims of unfair commercial practices would bring about benefits, such as:

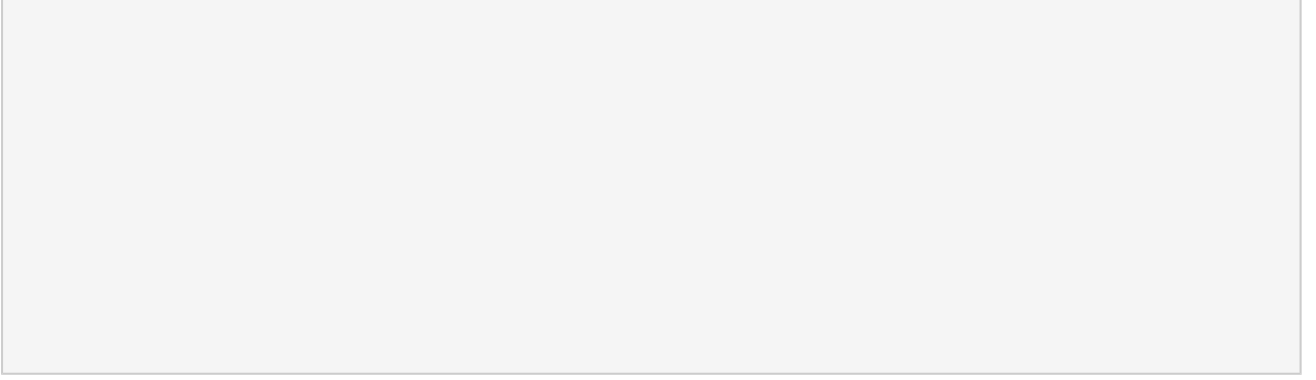
	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Better compliance by businesses with consumer protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More level playing field to the benefit of compliant traders	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Greater consumer trust	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

113 Please explain your reply, including any other benefits that you wish to describe.

114 **[Companies, business associations]** Does your company (or the companies you represent) face costs when trading cross-border due to a need to adapt to current different national laws related to remedies?

- To a significant extent
- To some extent
- Not applicable
- Do not know

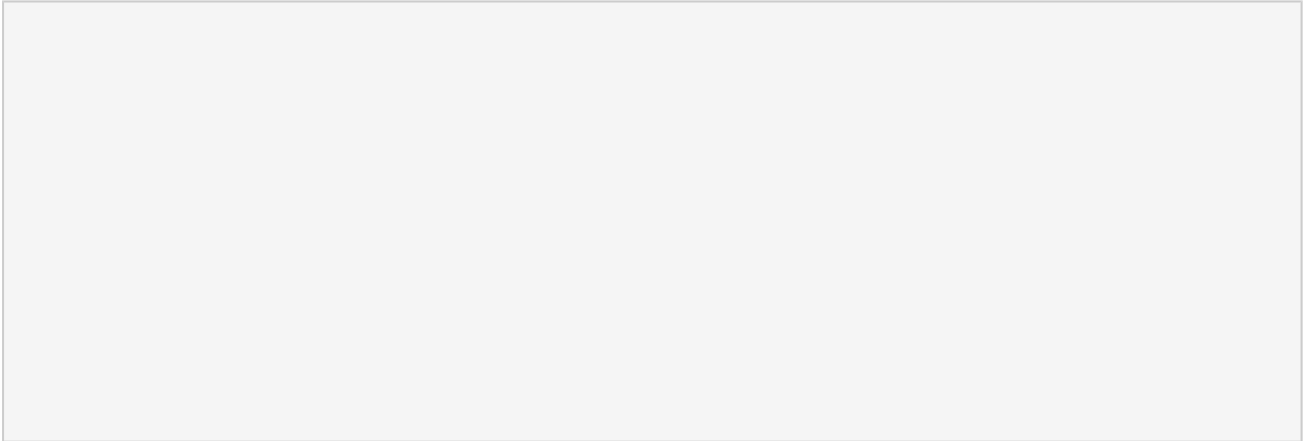
115 Please explain your reply.



116 **[Companies, business associations]** What are your (or the companies' you represent) estimated costs when trading cross-border due to a need to adapt to current different national laws related to remedies?

	Estimated amount or % of turnover
Absolute annual costs (in EUR)	
Annual costs as % of turnover from cross-border trade	
Other	

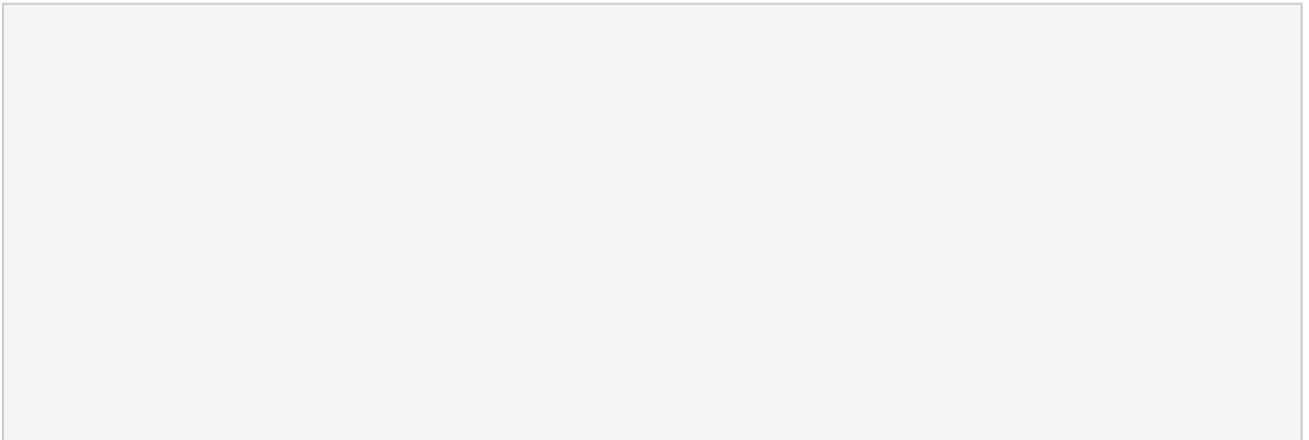
117 Please explain how you have calculated this estimated amount.



118 **[Companies, business associations]** Do you agree that these costs are reasonable?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Not applicable
- Do not know

119 Please explain your reply.



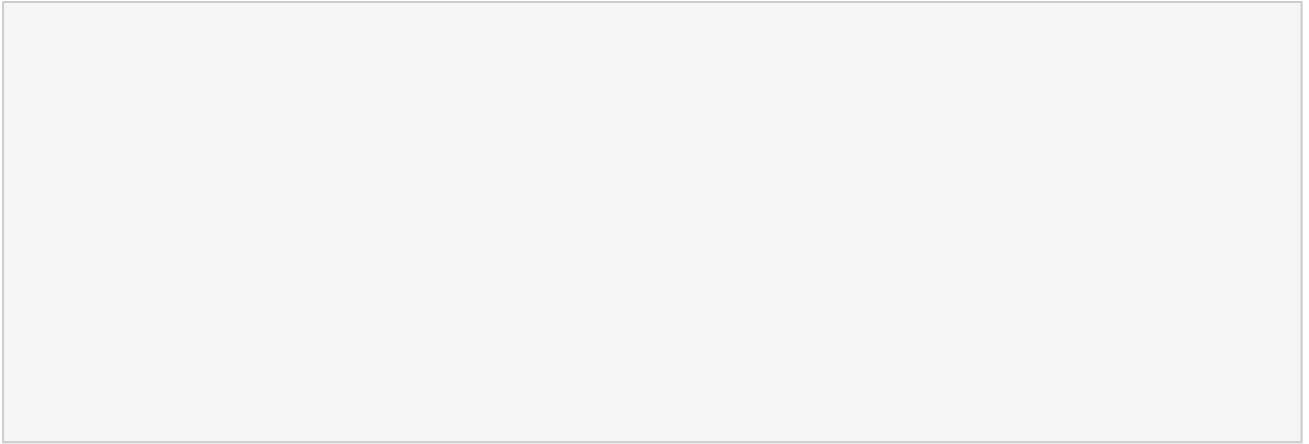
120 **[Companies, business associations]** Are these costs a reason for you (or the companies you represent) not to sell to other Member States?

- Yes
- No
- Do not know

121 **[Companies, business associations]** Would the introduction of an EU-wide right to individual remedies for victims of unfair commercial practices have an impact on the costs of your companies or of the companies represented by your association?

- Yes, costs would go up
- Yes, costs would go down
- No, it would have no impact
- Do not know

122 Please explain your reply.



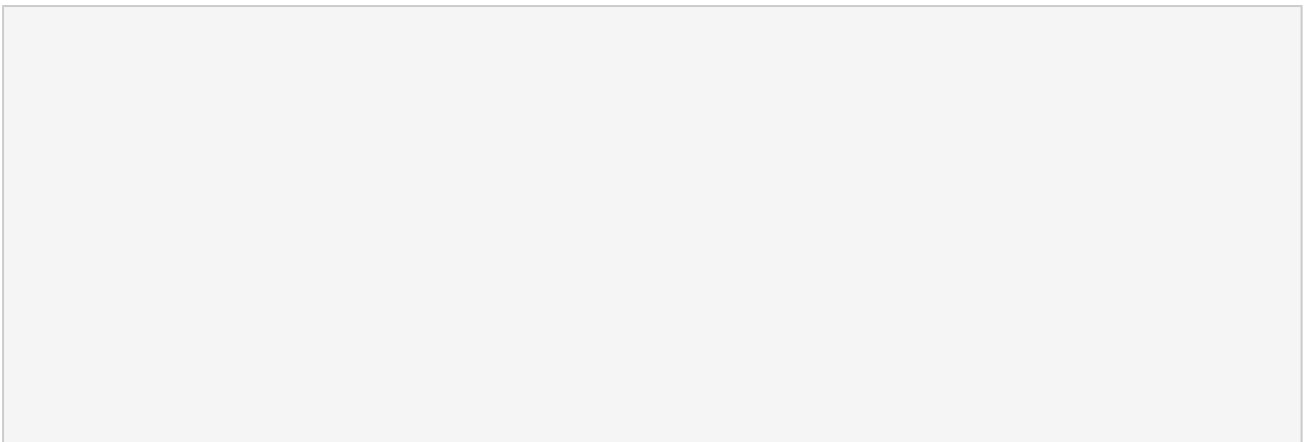
127 **[Companies, business associations]** Would an EU-wide right to individual remedies for victims of unfair commercial practices be introduced, do you agree that the estimated compliance costs would be reasonable?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

128 **[Consumer authorities, ministries, courts]** Would an EU-wide right to individual remedies for victims of unfair commercial practices be introduced, would the costs of administrative and judicial enforcement for national authorities or courts increase, in your view?

- To a significant extent
- To some extent
- Not at all
- Do not know

129 Please explain your reply.



2.2.2 Strengthening penalties for breaches of consumer rules

"Penalties" refers to a punishment imposed or to be imposed for a violation of consumer protection rules.

"Fines" refers to monetary penalties.

In order to step up the enforcement of EU consumer protection rules the Commission has already taken action, notably through its [2016 proposal for a revision of the Consumer Protection Co-operation Regulation](#) to extend the powers of national consumer authorities and improve their co-operation in dealing with cross-border infringements, including EU-wide infringements. However, traders infringing consumer rules face very different penalties in the different EU Member States. These national penalties are also not always proportionate, effective and dissuasive enough to ensure compliance with the rules. For example, penalties are too low or too high compared to the scale of traders' activity and therefore they are not proportionate; or penalties are too low in view of the gravity of infringements or benefits gained from infringements and therefore they are not effective and dissuasive. In particular, the levels of maximum monetary fines appear, in some cases, very small compared to fines provided, for example, under the forthcoming [EU personal data protection rules](#) or [fines that may be imposed by the European Commission for breaches of EU competition law](#), although breaches of EU consumer law get in the way of the overall economic growth by undermining consumer trust both offline and online.

130 Do you agree that the following measures should be established by EU law regarding penalties for breaches of EU consumer protection rules?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Fines should be available as penalties for breaches of consumer law in all Member States	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
When imposing fines, authorities or courts should always take into account that a breach has affected consumers in more than one Member State	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
There should be common criteria in all Member States for imposing fines For example the intentional character and repetition of the breach, the nature of consumer rights affected, the number of consumers affected, the nature and amount of damage suffered by them etc.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
There should be a common maximum level of fines in all Member States for example a common absolute amount or a common maximum % of the trader's turnover	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
In all Member States a part of the profits from fines should be dedicated to promote consumer protection, including financing consumer associations	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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131 Please explain your response, including any other possible measures that you would like to propose.

132 Do you agree that the following measures should be established by EU law?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
The maximum level of fines should be expressed as an absolute amount	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
The maximum level of fines should be expressed as a percentage of the trader's turnover	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The maximum level of fines should be expressed as an absolute amount or a percentage of the trader's turnover whichever is higher (for example, up to 100 000 EUR or up to X% of trader's turnover, whichever is higher)	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The maximum level of fines should be expressed as multiplication of the amount of the benefits gained or losses avoided because of the breach (for instance, twice the amount of the benefits gained or losses avoided because of the breach) where those can be determined	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

133 Please explain your response, including any other possible measures that you would like to propose.

134 What would be the best measure to define the maximum level of fines as % of the trader's turnover?

- In terms of percentage of the trader's total worldwide annual turnover of the preceding financial year
- In terms of percentage of the trader's total EU annual turnover of the preceding financial year
- In terms of percentage of the trader's total annual turnover of the preceding financial year in the Member States where the infringement took place
- Other

135 Please explain your response, including any other option that you would like to propose.

136 What would be the best measure to define the maximum level of fines as % of the trader's turnover?

- on the basis of the company's total turnover (in all product markets)
- on the basis of the company's turnover in the specific market concerned by the breach of consumer law
- other

137 Please explain your response, including any other option that you would like to propose.

138 Do you agree that strengthening penalties at the EU level would bring about benefits, such as:

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Better compliance by businesses with consumer protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More level playing field to the benefit of compliant traders	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Greater consumer trust	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More effective enforcement of consumer protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Improved deterrence by EU consumer protection rules	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

139 Please explain your reply, including any other benefits that you wish to describe.

140 In your view, what would be the effect of establishing EU common rules on penalties for breaches of EU consumer law on the overall costs of administrative and judicial enforcement?

- There will be no effect on enforcement costs
- Costs will increase
- Costs will decrease
- Do not know

141 Please explain your reply.

Of course costs will increase, but so what? Given that more companies will likely be caught, the costs will be directly offset by the "gains" from penalties. Besides, we believe that consumers would be more than willing to slightly increase their taxes to pay for better enforcement than face the risk of being ripped off by businesses for an undetermined amount.

142 Do you consider that the possible increase of costs of administrative and judicial enforcement of EU consumer protection rules would be reasonable?

- Yes

- No
- Do not know

143 Please explain your reply.

144 Please give an estimate of the possible additional costs of administrative and judicial enforcement of establishing EU common rules on penalties according to your preferred option in questions 130-137 or other proposed solutions.

	Estimated amount or %
Absolute one-off costs (in EUR)	
One-off costs as % of current annual cost of the enforcement of consumer protection rules	
Absolute annual running costs (in EUR)	
Annual running costs as % of current annual cost of the enforcement of consumer protection rules	
Other	

145 Please explain your reply by indicating the estimated cost related to each of your preferred options.

2.3 Simplification of rules

2.3.1 Simplification of the rules on the right of withdrawal

In the [evaluation of the Consumer Rights Directive](#) (CRD), some businesses, and especially small and medium-sized enterprises (SMEs), reported specific burdens in complying with the 14-days right of withdrawal (the "cooling-off" period during which consumers may cancel the order and return the product). Specifically, some of them criticise the CRD rule whereby the trader is obliged to refund the consumer as soon as the consumer provides evidence of having returned the goods. As a consequence, the trader may have to refund the consumer even before he is in a position to determine whether the goods have been used more than strictly necessary and therefore have a diminished value.

148 Do you consider that traders face unnecessary and/or disproportionate burden due to the following obligations related to the right of withdrawal?

	Yes, to a significant extent	Yes, to some extent	Not at all	Do not know
Obligation to accept the return of goods bought online which consumers have used more than what they could have done in a brick and mortar shop (thus requiring the trader to calculate the diminished value of the used good, to resell it as second-hand goods and/or to dispose of it as waste)	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Obligation to reimburse the consumer without having the possibility to inspect the returned goods as soon as the consumer has supplied evidence of having sent them back.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

149 Please explain your reply.

To some extent, but that is that price is offset by the lower cost of trading online! A brick and mortar shop costs more money to maintain (jobs, space...) than an online shop so these rights should be kept as such to maintain a relatively level playing field between online and offline traders.

150 How important are the following consumer rights related to the 14-day right of withdrawal?

	Very important	Rather important	Rather not important	Not at all important	Do not know
The consumer's right to withdraw from an online sale and return the goods even if he used them more than what he could have done in a brick and mortar shop (thus requiring the trader to accept back the used good and assess its diminished value).	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The consumer's right to get refunded as soon as he provides evidence to the trader of having sent the goods back, even before the trader has had the possibility to inspect them.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

151 Please explain your reply.

152 **[Companies, business associations]** Do traders face the following problems when consumers return goods that they have used more than they could have done in a brick and mortar shop?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Difficulties with determining the 'diminished value' of returned goods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Practical difficulties with recovering from the consumer the diminished value of returned goods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Charging costs for diminished value is difficult from the customer relations' viewpoint	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Difficulties with reselling returned goods with diminished value as second-hand goods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Costs related to the disposal of the returned goods as waste	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other



153 Please explain your reply including any other problem that traders face in these situations.

154 **[Companies, business associations]** Over the last year, in proportion to the total of goods returned to your company (or the companies you represent) as result of the consumer's withdrawal, what is the % of goods used more than allowed?

 %

155 Please explain your reply.

156 **[Companies, business associations]** Over the last year, in proportion to the total of goods returned to your company (or the companies you represent) as result of the consumer's withdrawal, what is the % of goods the total price of which had to be refunded but were either never received back or turned out to have been unduly used once received back?

 %

157 Please explain your reply.

158 **[Companies, business associations]** What are the estimated losses related to returned goods which were used more than allowed?

	Amount or %
Absolute annual losses (in EUR)	

Annual losses as % of turnover	
Other	

159 Please explain your reply.

160 **[Companies, business associations]** What are the estimated losses related to goods the total price of which had to be refunded, but which were either never received back or turned out to have been unduly used once received back?

	Amount or %
Absolute annual losses (in EUR)	
Annual losses as % of turnover	
Other	

161 Please explain your reply.

2.3.2 Simplification of information requirements

The Fitness Check investigated whether some of the information requirements that apply at the advertising stage under the [Unfair Commercial Practices Directive](#) (UCPD) could be removed, in view of the fact that traders are required to provide the same and more detailed information at the later pre-contractual stage under the Consumer Rights Directive. The [findings of the Fitness Check](#) show that the current UCPD requirement to provide information about the trader's geographical address and complaint handling policy may not be relevant.

162 Currently, traders are required to provide the following information to consumers at the advertising stage and at the stage before the actual purchase. Do you agree that the following information is necessary already at the advertising stage even though the consumer will also receive this information at a later stage?

	Strongly agree	Tend to agree	Tend to disagree	Strongly disagree	Do not know
Information about the geographical address of the trader	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Information about the complaint handling of the trader	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

163 Please explain your reply.

COFACE-Families Europe advocates for a simplification/standardization of Terms and Conditions in order to simplify the information a consumer needs to examine when making a purchase.

T&Cs should be “modular”, with standardized clauses for rights like right of withdrawal that don’t need to be paraphrased 100 different ways. You would thus separate the “overarching” standard T&Cs that apply to all businesses and that consumers could easily know about (like right of withdrawal), and T&Cs that are specific to the business.

Also, there should be a necessity to reflect on what are the most important information that consumers need to know about and highlight them or put them in plain language (for instance, when buying a train ticket: what happens if the train gets cancelled, what if you need to change your ticket, do you have the right to do so?)

Finally, consumer complaints and recurring problems with traders should be used to determine which information should be most prominently displayed to consumers. For instance, if many consumer complaints focus on one specific T&C, then that part should be made more visible to consumers. This would require for traders to collect and share, in an anonymized way, the data from consumer complaints.

Suggestions for other information for consumers:

- info about payment options: in the footer of all websites, and right below the price of an item.
- info about shipping: ask the consumer, upon entering the website, to choose a country, and then, show whether the item ships in the product description but also in the list of items to avoid having to click on each! (Also option to filter out products that do not ship to your country like on Amazon)

164 **[Companies, business associations]** Would removal of the requirements to provide information about the trader's geographical address and complaint handling policy at the advertising stage result in savings for your company or the companies you represent?

- To a significant extent
- To some extent
- Not at all
- Do not know

165 Please explain your reply.

166 **[Companies, business associations]** What would be the estimated saving related to such simplifications?

	Estimated amount or % of turnover
Absolute annual savings (in EUR)	
Annual savings as % of turnover	
Other	

167 Please explain your reply.

2.4 Doorstep selling

"Doorstep selling" refers to situations where the trader makes an offer to the consumer or concludes a contract with the consumer in a place which is not the business premises of the trader, in particular transactions taking place at a consumer's home without prior agreement or during excursions organised by the trader.

While doorstep selling is not prohibited as such under the [Unfair Commercial Practices Directive](#) (UCPD), the specific commercial practice of "ignoring the consumer's request to leave or not to return when conducting personal visits to the consumer's home" is always prohibited. However, the Commission has become aware of the fact that there are rules in some Member States that appear to ban or come very close to banning doorstep selling as a sales channel in general. The Commission would like to take this opportunity to seek stakeholders' views on this issue.

168 Based on your private or professional experience, is it difficult to purchase or trade cross-border because of national bans or restrictions on doorstep selling or other sales events outside a trader's business premises?

- Very often
- Often
- Sometimes
- Never
- Do not know

169 Please explain your reply.

170 **[Companies, business associations]** Do you or the companies represented by your association incur compliance costs or economic losses because of national bans or restrictions on doorstep selling or other sales events outside a trader's business premises?

- To a significant extent
- To some extent
- Not at all
- Do not know

171 Please explain your reply.

172 **[Companies, business associations]** What are your estimated costs or economic losses because of national bans or restrictions on doorstep selling or other sales events outside a trader's business premises?

	Estimated amount or % of turnover
Absolute annual costs (in EUR)	
Annual costs as % of turnover of cross-border trade	
Other	

173 Please explain how you have calculated this estimated amount.

174 **[Companies, business associations]** In your view, are these costs/losses reasonable?

- Strongly agree
- Tend to agree
- Tend to disagree
- Strongly disagree
- Do not know

175 Please explain your reply.

176 You can also upload an additional policy paper here

Contact

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