



Relationship CRD & Consumer Acquis

CRD as umbrella directive
(targeted full harmonisation)

Chapter II/III

Chapter IV

Chapter V

Chapter I

Chapter VI

Consumer Acquis (8 Directives)

Doorstep selling, Package Travel, Unfair Contract Terms, Timeshare, Distance Selling, Unit Prices, Injunctions, Sale of Goods and Associated Guarantees



Goal and concept of full targeted harmonisation

- Goal: achieve a high level of consumer protection and a proper functioning of the internal market by approximating certain aspects of consumer law
- New Article 4: ‚Targeted Full Harmonisation‘ for all areas, if not otherwise regulated by this Directive
- The concept can be illustrated using the example of Chapters I – III:

Minimum harmonisation

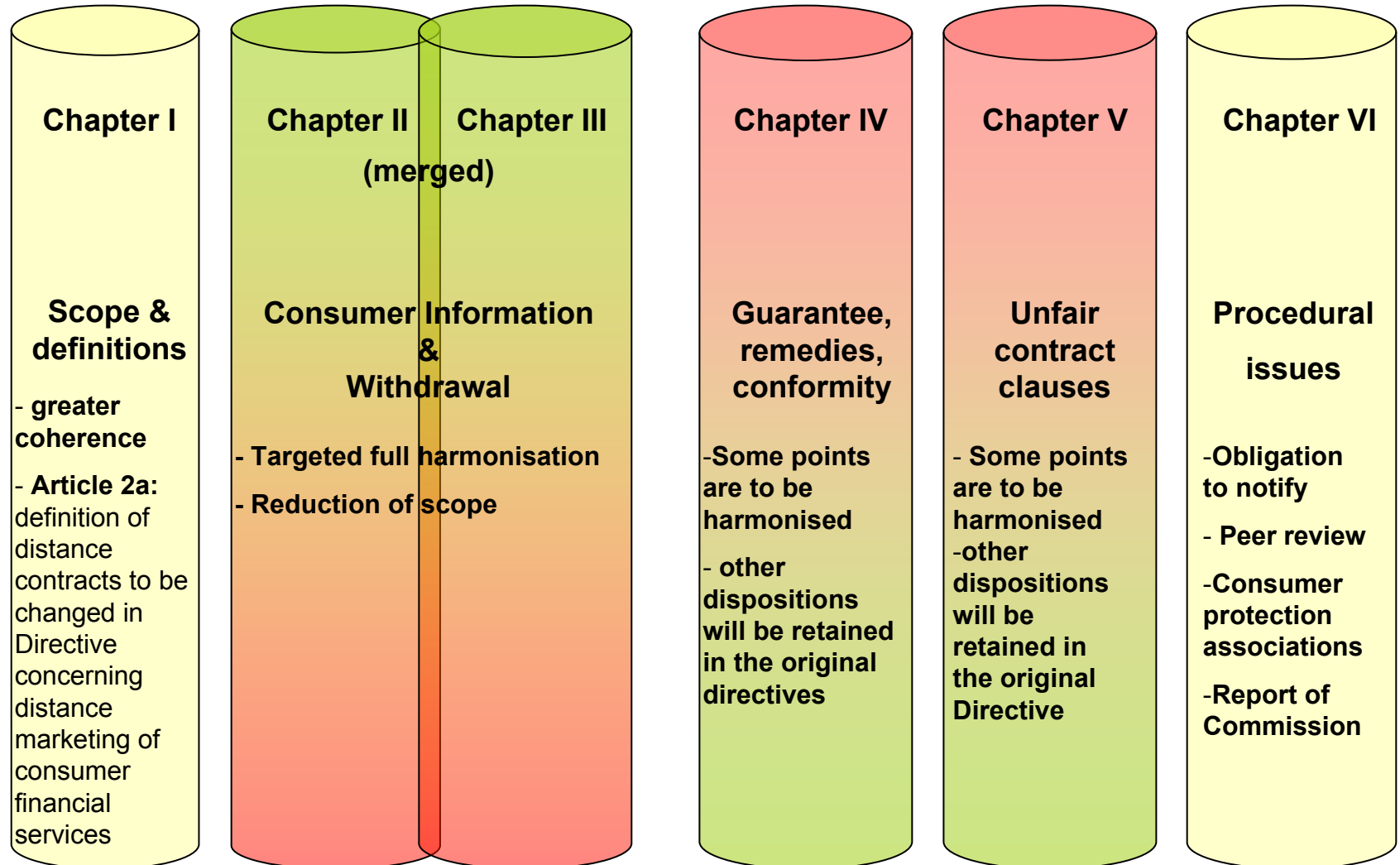
- on-premises contracts (80% of all contracts)
- Article 4b: certain off-premises and distance contracts are excluded from the Directive’s scope
- MS can retain enhanced consumer protection level in these areas

Targeted full harmonisation

- all off-premises and distance contracts
- (other than the contracts excluded by Article 4b)

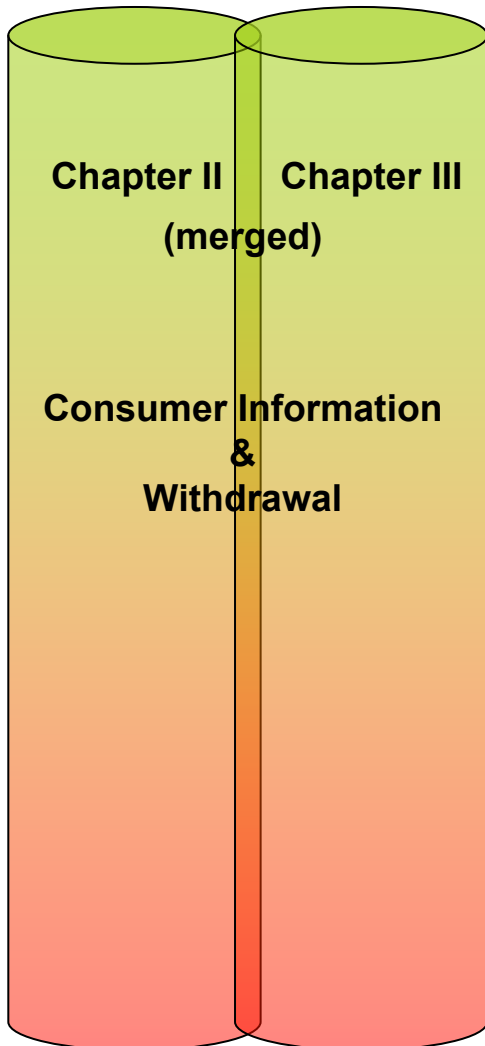


Structure of the new Consumer Rights Directive



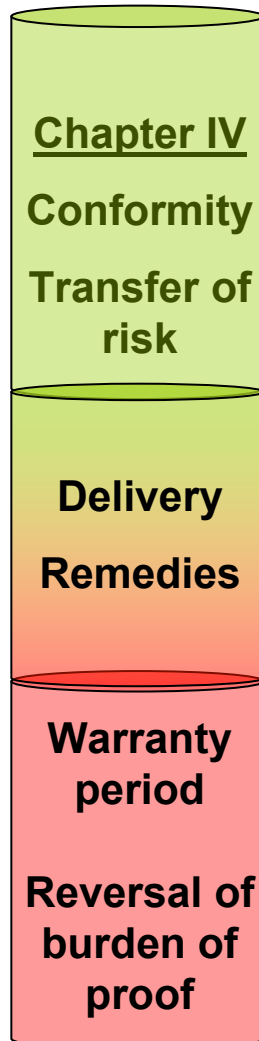


Chapter II Consumer Information and Withdrawal



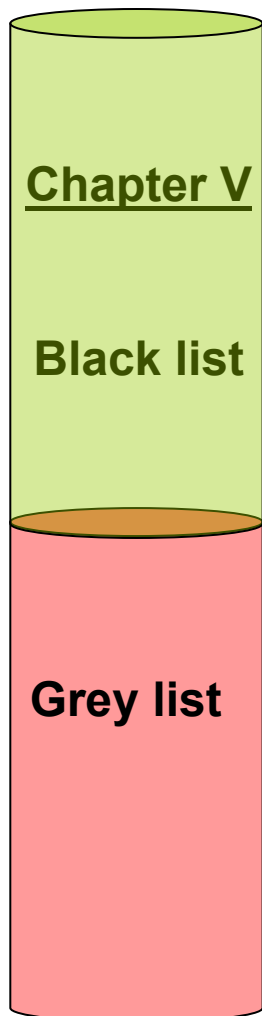
- Full information requirements (Art. 5 (1))
- Filling gaps concerning financial services
- Standard forms
- Union-wide right to withdrawal of 14 calendar days starting with delivery
- In case of omission of information: 1 year withdrawal period
- Practical solutions for craftsmen by introducing exceptions from the right to withdrawal
- Extension of consumer rights by other important improvements

Chapter IV: Consumer rights for sales contracts



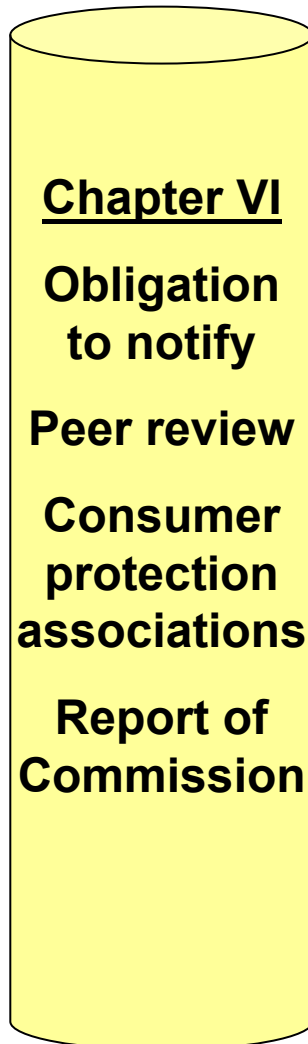
- **Principle: Full targeted harmonisation**
→ Conformity & transfer of risk
- **Limited exceptions: Minimum harmonisation**
→ Delivery (example “exécution forcée”)
→ Remedies (choice of the consumer)
→ Warranty period & reversal of burden of proof
▶ as in former Directives
- **Member States’ measures must be necessary, proportional and efficient**
→ Reference to case **C-64/09, para. 35**: more stringent protective measures must ensure smooth functioning of the internal market and avoid distortions of competition in the Union

Chapter V: Unfair contract clauses



- **EU-wide set of listed black clauses:**
 - Article 34 in conjunction with Annex 2 (black list)
 - Member States have further possibility to extend the list introducing additional clauses not related to the scope of the already fully harmonised clauses
- **Grey list:**
 - Article 35 in conjunction with Annex 3 (grey list)
 - ▶ taken over from former Directive
 - Member States are free to add additional clauses which do not collide with the scope of the already listed clauses
- Measures concerning additional clauses must be **necessary, proportional and efficient** (reference to case C-64/09, para. 35)

Chapter VI: Procedural issues



- **Article 46a: Obligation to notify and peer review**
 - Member States report national consumer law in relation to the CRDs' scope aiming at finding a consensus on open questions.
 - Discussion between Member States on further harmonisation of consumer law.
 - Explanation about necessity, proportionality and effectiveness: Sole criterion for evaluation of efficiency is practicability in commercial and legal practice.
- **Article 46b: Consumer protection associations** with legitimate interest can report results of their impact assessment to Commission
- **Article 46c: Report of Commission** based on Member States' and consumer protection associations' reports.