



# **European Parliament**

## **Committee on the Internal Market and Consumer Protection**

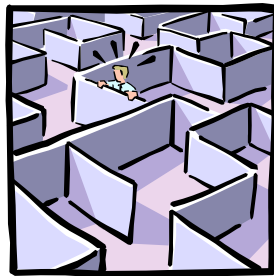
Proposal for a Directive on Consumer Rights

Public Hearing - 29 September 2009



# Contents

- Minimum harmonisation in practice: a tangle of diverging withdrawal rules for off-premises contracts



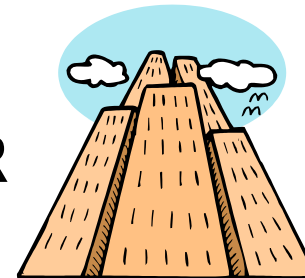
- Impact of proposed full harmonisation on consumer protection in the field of guarantees & off-premises sales



OR



OR



?

The background features a dark grey upper half and a white lower half, separated by a solid green horizontal line. Faint, concentric circles are visible in both the dark and light areas, centered behind the text.

# **Minimum Harmonisation in Practice**

Comparison of National Withdrawal Rules for  
Off-Premises Contracts

# Off-Premises: Example of National Withdrawal Rules

## Cross-Border Potential

- Short distances
- Same Language
- Similar Culture

### Netherlands

Start:



Unit:



Length:



### Germany

Start:



Unit:



Length:



### Luxembourg

Start:



Unit:



Length:



### Belgium

Start:



Unit:



Length:



### France

Start:



Unit:



Length:

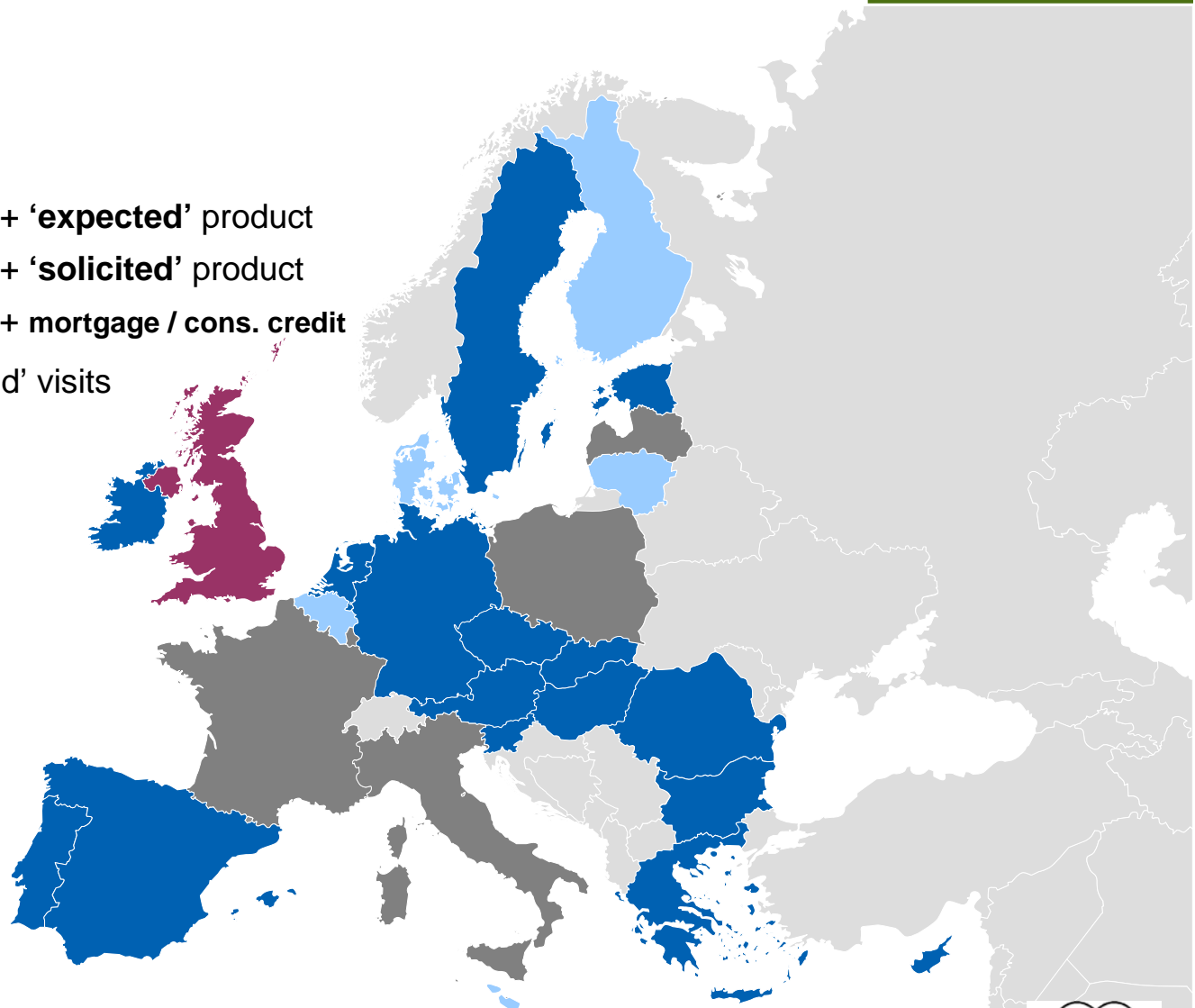


VORWERK

# Off-Premises: Withdrawal for 'Solicited Visits'



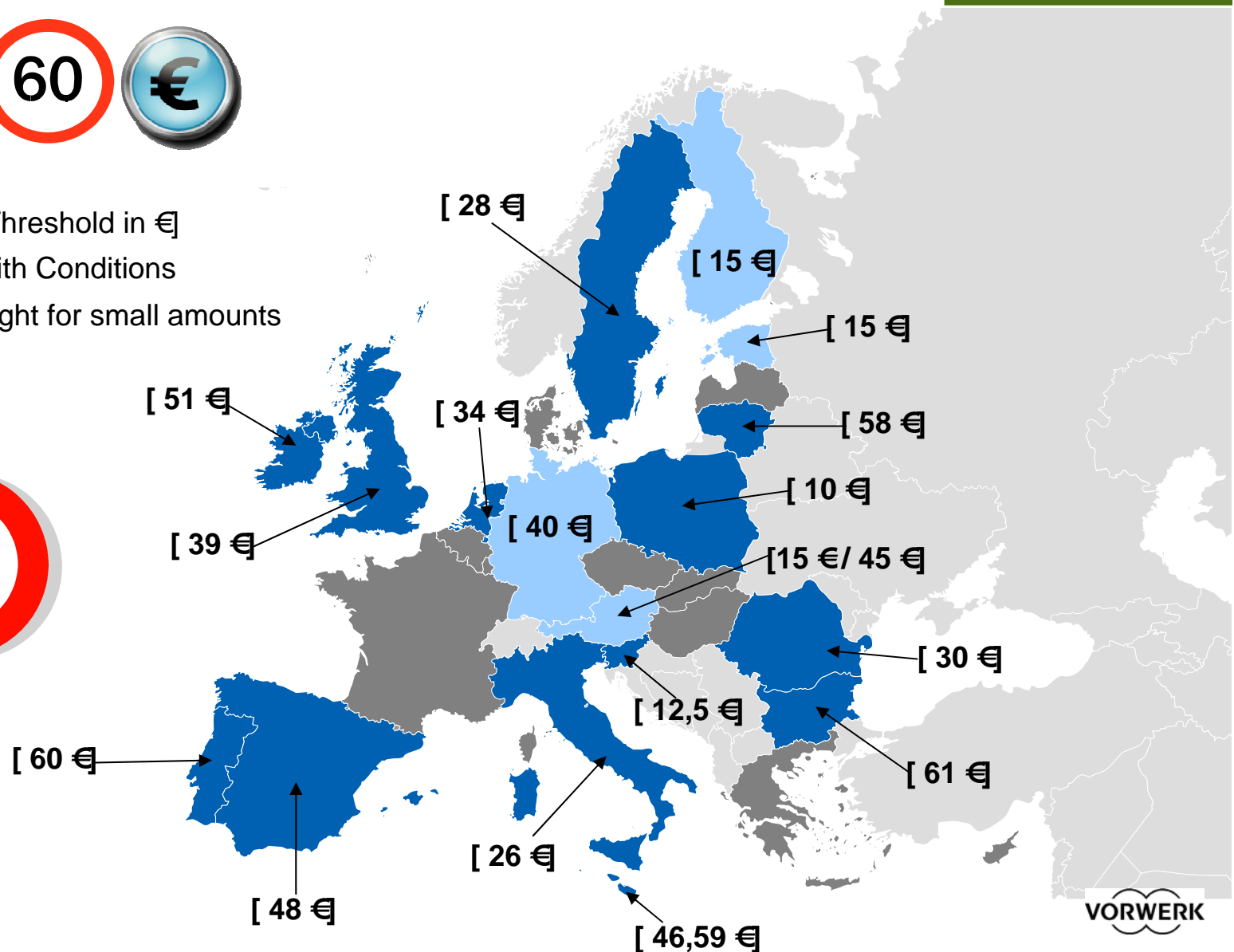
- Exemption if 'solicited' visit + '**expected**' product
- Exemption if 'solicited' visit + '**solicited**' product
- Exemption if 'solicited' visit + **mortgage / cons. credit**
- Withdrawal right for 'solicited' visits



# Off-Premises: Withdrawal for Small Amounts (< 60 €)



- Exemption [Threshold in €]
- Exemption with Conditions
- Withdrawal right for small amounts





# **Full Harmonisation & Consumer Protection**

Impact of Proposal on Consumer Protection Off-Premises

# Off-Premises: Actual Length of Withdrawal Period



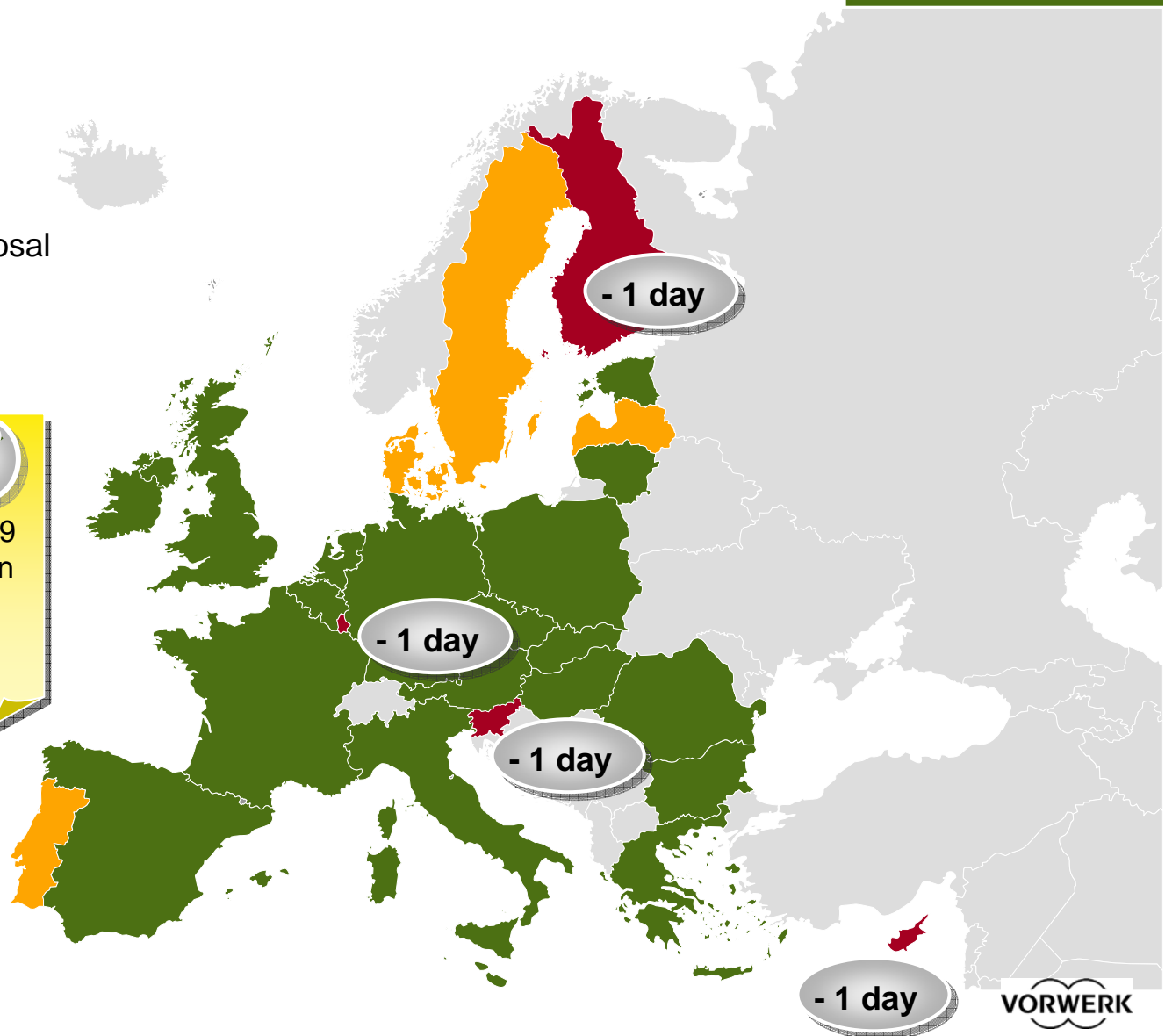
- More Protection with Proposal
- Status Quo with Proposal
- Less Protection Proposal

## Practical Case



- Contract concluded on 3 October 09
- Withdrawal notice before conclusion
- Product delivery on 6 October 09

With Proposal, end of withdrawal period on **19 October 09** (midnight)

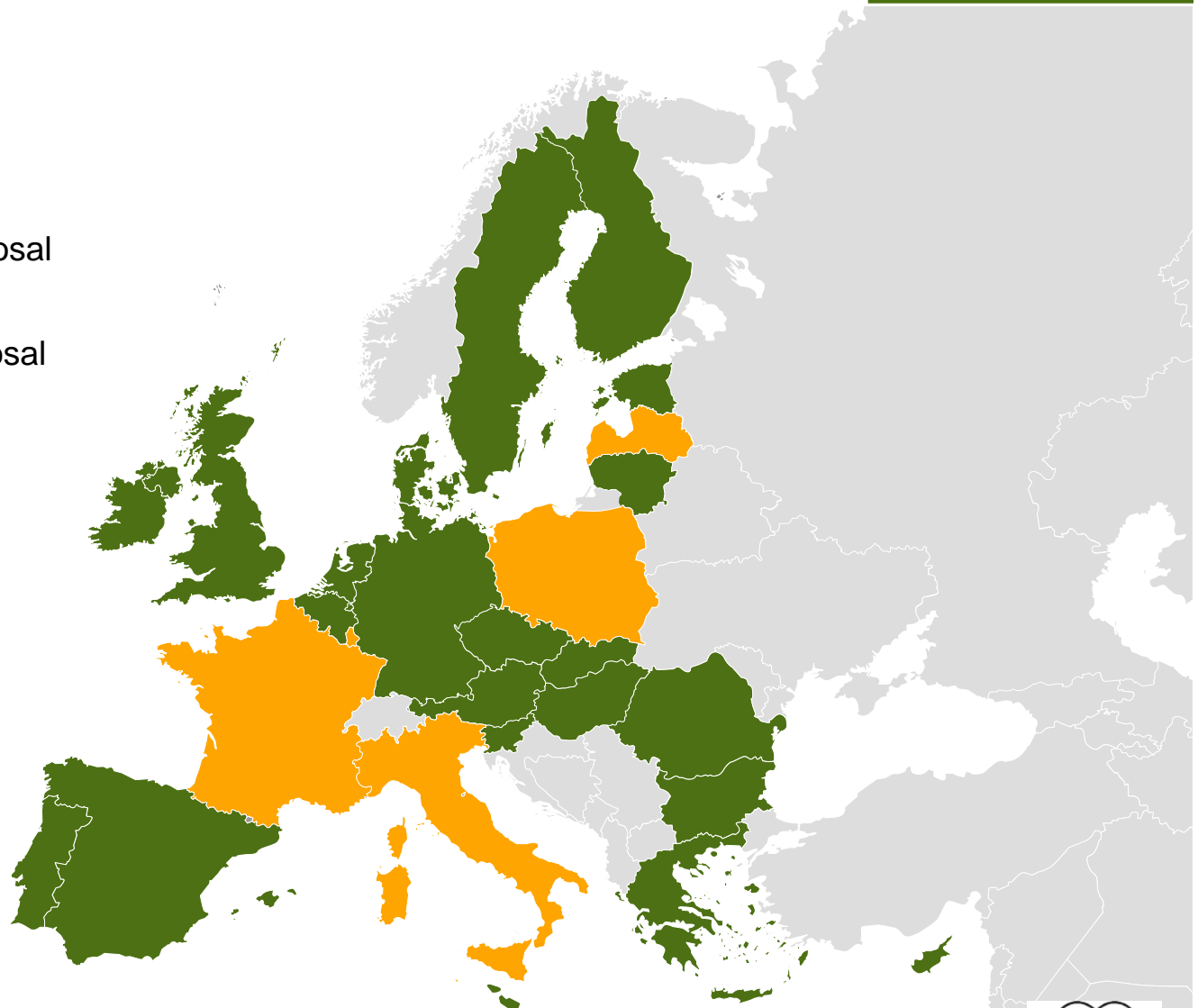




# Off-Premises: Withdrawal for “Solicited Visits”



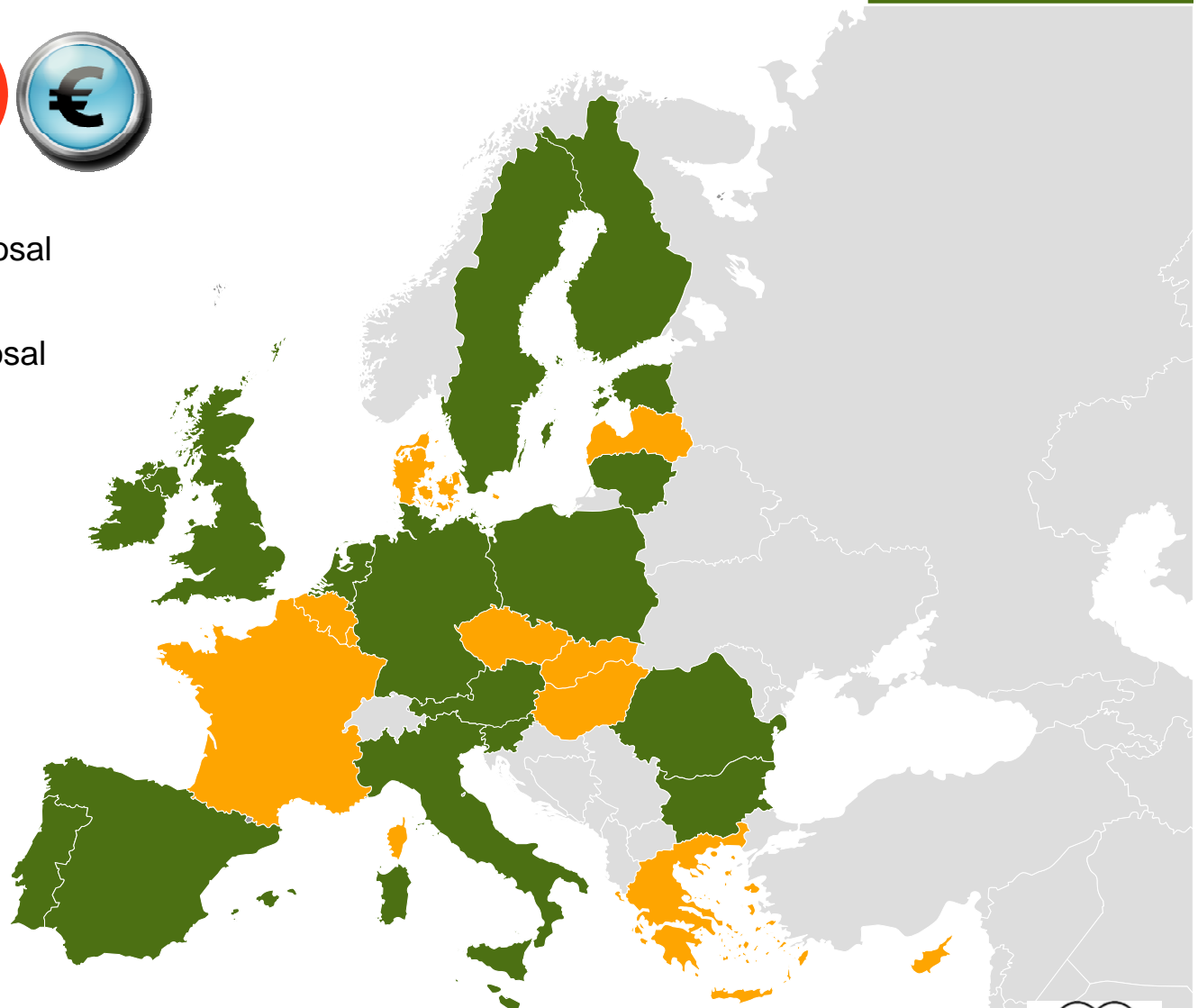
- More Protection with Proposal
- Status Quo with Proposal
- Less Protection with Proposal



# Off-Premises: Withdrawal for Small Amounts (< 60 €)



- More Protection with Proposal
- Status Quo with Proposal
- Less Protection with Proposal





# **Full Harmonisation & Consumer Protection**

Impact of Proposal on Consumer Protection in the Field of  
Guarantees

# Guarantees: Liability Period for Trader (2 Years)



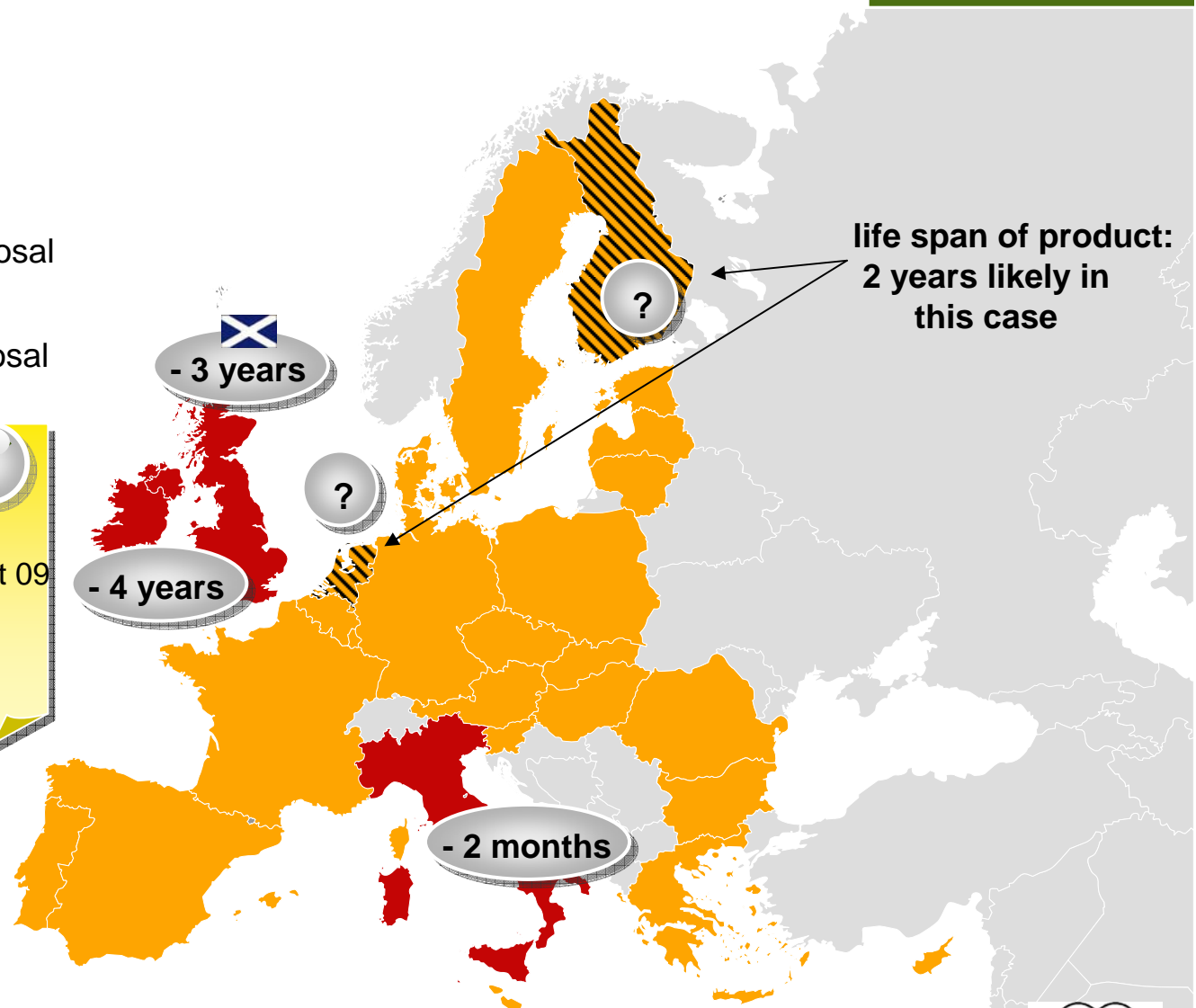
- More Protection with Proposal
- Status Quo with Proposal
- Less Protection with Proposal

## Practical Case



- Delivery of **small household appliance** & passing of risk on 6 Oct 09

With Proposal, liability period of the trader for lack of conformity ends on **7 October 2011** (midnight)



# Guarantees: Reversal of Burden of Proof (6 Months)



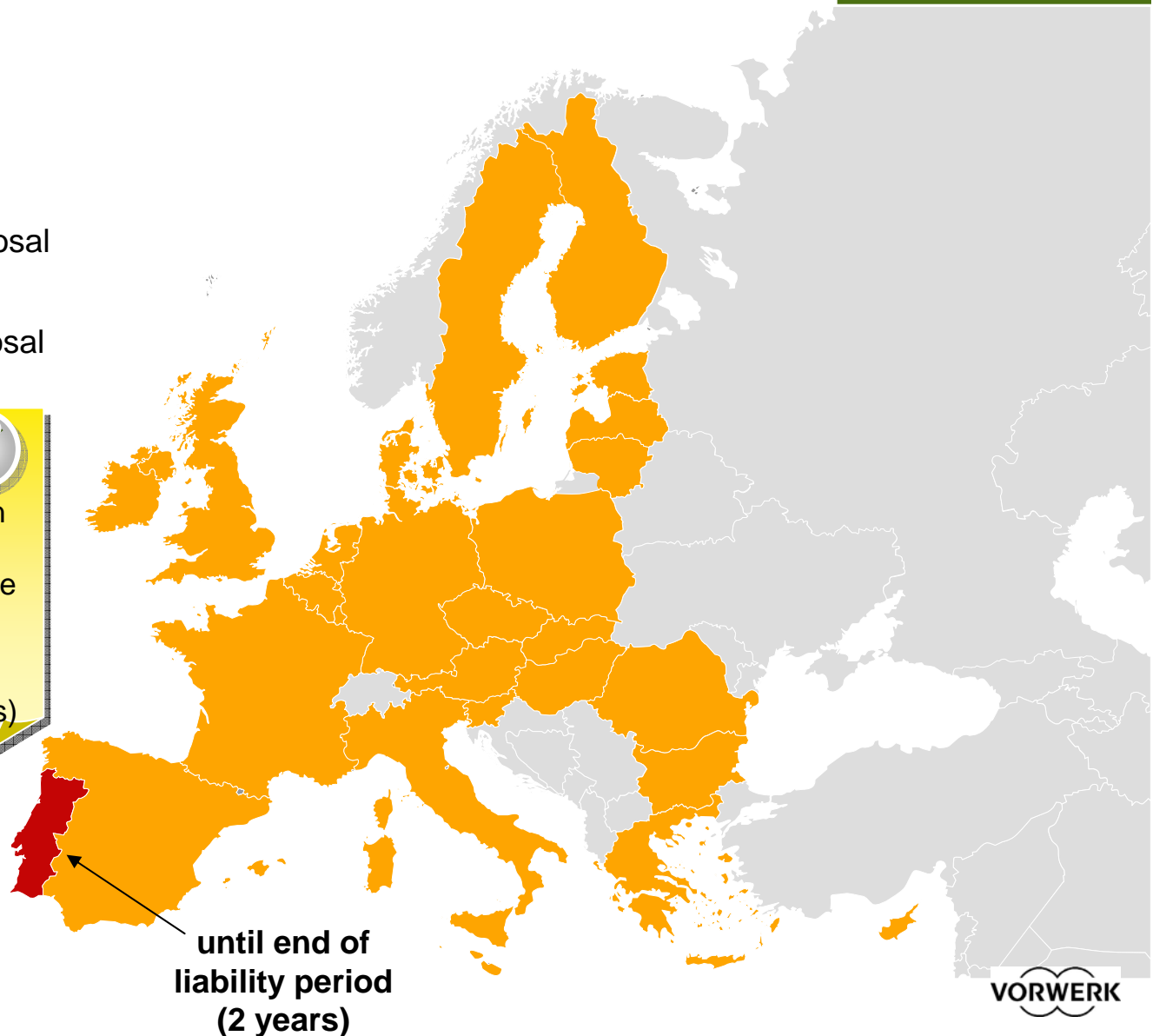
- More Protection with Proposal
- Status Quo with Proposal
- Less Protection with Proposal

## Practical Case



- Product delivery & passing of risk on 6 October 09
- **Repair / replacement** requested due to lack of conformity on 12 April 2010

With Proposal, **burden of proof on consumer** (notification after 6 months)



# Guarantees: No Immediate Rescission of Contract



- More Protection with Proposal
- Status Quo with Proposal
- Less Protection Proposal

## Practical Case



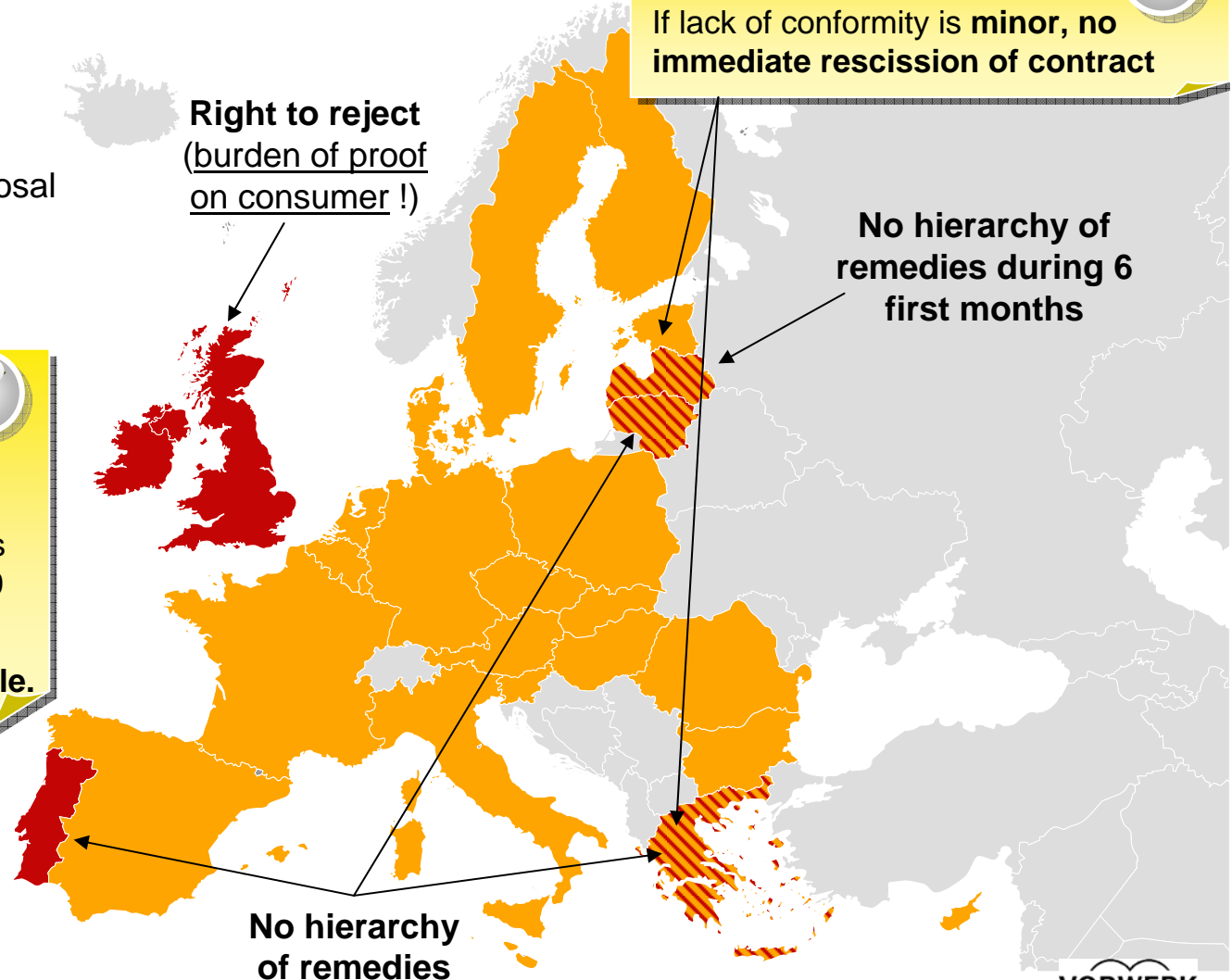
- **Small household appliance** delivered on 6 October 09
  - Lack of conformity & consumer asks for **contract rescission** on 12 Oct 09
- With Proposal, immediate contract rescission (return/refund) **not possible**.



## Practical Case



If lack of conformity is **minor**, no immediate rescission of contract



# Conclusions

- Full harmonisation at a **high level** of consumer protection is the **best way forward** for business & consumers



- Proposal fully harmonises **off-premises** withdrawal rules at the **highest level** of consumer protection



- Proposal fully harmonises **guarantees** rules & preserves consumer protection **status quo** in **most** Member States



Thank you for your attention!

