Question for written answer E-004143/2020

to the Commission

Rule 138

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Subject: Proof of receipt of proposals concerning unilateral changes to consumer contracts

According to the acquis communautaire and established case law, unilateral changes to consumer contracts must meet the requirements of fairness, clarity and comprehensibility.

The way in which such proposed changes are announced to users – by telecommunication companies, banks and insurance companies, financial companies and service agencies – is often problematic.

Often, such proposals (always of the ‘take it or leave it’ type, with a system of presumed consent after a certain period of time, given that the proposals are worse than the original conditions agreed upon with the customer) are delivered by text messages, emails and letters, but it is not always possible to ascertain whether the person concerned actually received them.

In order to avoid abuses of rights, it would be desirable to supplement consumer protection rules, such as Directive (EU) 2019/2161, by making it a mandatory requirement for traders and professionals to prove that their proposal has actually been delivered (by certified email, registered mail or consumer signature).

Will the Commission initiate talks with the Council and Parliament with a view to supplementing consumer protection legislation, such as Directive (EU) 2019/2161, along the lines of the proposals set out in this question?