

National Competent Authorities

The Consumer Rights Directive (2011/83/EC) (the “CRD”) replaced, **as of 13 June 2014**, Directive 97/7/EC on the protection of consumers in respect of distance contracts and Directive 85/577/EEC to protect consumer in respect of contracts negotiated away from business premises.

The CRD applies to business-to-consumer (B2C) transactions. The Directive introduces uniform pre-contractual information requirements and a uniform 14 day period for the right of withdrawal for distance and off-premises contracts. There are also clear rules for the delivery of goods and passing of risk, and specific rules on price transparency (including a ban of pre-ticked boxes), rules regarding fees for the use of means of payment and fees for communication by telephone once a contract is concluded. The Consumer Rights Directive includes sales contracts, service contracts and contracts for digital content (both paid and free). However, some specific issues are not covered by the CRD (free-online services such as social media and cloud storage services) but are still subject of this study. Because of this, we will also be asking you specific questions about these services.

The **Consumer Rights Directive** requires Member States to ensure that adequate and effective means exist to ensure compliance with this Directive. The Directive provides for certain individual remedies for the consumer where the trader breaches his obligations, e.g. the online seller has to bear the costs of returning the goods in the context of the right of withdrawal where he failed to inform the consumer about the consumer's duty to bear those costs, if the consumer was not informed about his right to withdraw from the contract for purchase of digital content, he can enjoy it for free etc. As regards other breaches of its provisions, the Directive does not include specific rules on individual redress

The following questionnaire aims to gather national authorities’ views on specific aspects of the application of the Directive through questions concerning both traders and consumers. It will help the Commission services to assess whether the Directive and its application across different EU countries is working in practice. The temporal scope is the last 2 years (when the CRD started to apply).

Q 1: First of all, could you please State your country?

[MANDATORY QUESTION]

- | | | |
|---|--|--|
| <input type="checkbox"/> Belgique/België (BE) | <input type="checkbox"/> Hrvatska (HR) | <input type="checkbox"/> Polska (PL) |
| <input type="checkbox"/> България (BG) | <input type="checkbox"/> Italia (IT) | <input type="checkbox"/> Portugal (PT) |
| <input type="checkbox"/> Česká republika (CZ) | <input type="checkbox"/> Κύπρος (CY) | <input type="checkbox"/> România (RO) |
| <input type="checkbox"/> Danmark (DK) | <input type="checkbox"/> Latvija (LV) | <input type="checkbox"/> Slovenija (SI) |
| <input type="checkbox"/> Deutschland (DE) | <input type="checkbox"/> Lietuva (LT) | <input type="checkbox"/> Slovensko (SK) |
| <input type="checkbox"/> Eesti (EE) | <input type="checkbox"/> Luxembourg (LU) | <input type="checkbox"/> Suomi/Finland (FI) |
| <input type="checkbox"/> Éire/Ireland (IE) | <input type="checkbox"/> Magyarország (HU) | <input type="checkbox"/> Sverige (SE) |
| <input type="checkbox"/> Ελλάδα (EL) | <input type="checkbox"/> Malta (MT) | <input type="checkbox"/> United Kingdom (UK) |
| <input type="checkbox"/> España (ES) | <input type="checkbox"/> Nederland (NL) | |
| <input type="checkbox"/> France (FR) | <input type="checkbox"/> Österreich (AT) | |

Q 2: Please state the name of the organisation you represent

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Q 3: Are you representing ...

[MANDATORY QUESTION]

- A MINISTRY **(GO TO QUESTION 4)**
- An Enforcement authority **(GO TO QUESTION 7)**

Transposition of the CRD in your country

The transposition process is defined as the process whereby European Directives are incorporated into national law in order to make their objectives, requirements and deadlines directly applicable in Member States but does not include implementation and enforcement.

Q 4: In a scale of 0 to 5, where 0 is no problems with transposition and 5 is significant problems with transposition, how will you rate the following provisions of the CRD?
Transposition problems can include for instance problems with interpreting the articles or meeting the deadlines.

	0	1	2	3	4	5
The pre-contractual information requirements for on-premises contracts						
The pre-contractual information requirements for distance and off-premises contract						
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)						
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium,)						
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products, etc.)						
The exceptions from the right of withdrawal (including digital content)						
Reimbursement (period for returning products, period for being refunded, right to receive a full reimbursement including delivery costs, obligation to pay for diminished value of goods used during the withdrawal period etc.)						
The rules on delivery and passing of risk						
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded						
The requirement to eliminate unjustified surcharges for the use of means of payments						
The provision banning pre-ticked boxes						
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)						
Other (please add)						
Please provide further details in the space below:						

Q 5: If there has been any specific problem with interpreting any of the above provisions, can you please explain?

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Q 6: Please indicate your view as to the level of costs to your national administration from the transposition of the CRD. *Costs of transposition include, for instance, costs of consulting stakeholders and costs of reporting requirements to the Commission*

- Significant costs
- Moderate costs
- No costs
- Don't know
- No opinion

Please explain your answer in the space provided below:

PLEASE GO TO QUESTION 7 NOW

Implementation and enforcement of the CRD in your country – Consumers

THESE QUESTIONS APPLY TO BOTH MINISTRIES AND ENFORCEMENT AUTHORITIES

Implementation is defined as the process whereby EU law is applied at national and subnational levels. Enforcement is defined as the process whereby full compliance with EU law is monitored and secured, and non-compliance is systematically sanctioned by competent authorities.

Q 7: In your opinion, has there been a change in the number of questions or enquiries about consumer rights covered by the CRD since its introduction in June 2014 by consumers?

- Yes, a large increase
 Yes, a moderate increase
 No noticeable change
 Yes, a moderate decrease
 Yes, a large decrease
 Don't know/Prefer not to answer

Q 8: Which of the following consumer rights covered by the Consumer Rights Directive have consumers enquired about in the last 2 years?

INSTRUCTION: Please choose one of the following options for each consumer rights for both your own country and other EU countries:

- Often
- Rarely
- Never

Consumer Rights	Own country	Other EU country
The pre-contractual information requirements for on-premises contracts		
The pre-contractual information requirements for distance and off-premises contract		
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium)		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
Procedures for the right of withdrawal (period for returning products, reasons for return, cost of returning the goods, etc.)		

Reimbursement (e.g. period within which the trader must reimburse, voucher instead of the full re-fund)		
The rules on delivery and passing of risk		
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded		
The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)		
Other (please specify):		
Please provide further details in the space below:		

Q 9: How many <u>consumer</u> complaints has the enforcement authority of your country received in relation to the rules laid down in the Consumer Rights Directive in the past 2 years?	
	Number
The pre-contractual information requirements for on-premises contracts	
The pre-contractual information requirements for distance and off-premises contract	
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)	
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium)	
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)	
The exceptions from the right of withdrawal	
Right of withdrawal for digital content	
The rules on delivery and passing of risk	
Reimbursement (period for being reimbursed, right to receive a full reimbursement including delivery costs, obligation to pay for diminished value of goods used during the withdrawal period etc.)	
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded	
The requirement to eliminate unjustified surcharges for the use of means of payments	
The provision banning pre-ticked boxes	
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)	
Don't know	

Implementation and enforcement of the CRD in your country – Traders

Q 10: In your opinion, has there been a change in the number of questions or enquiries about consumer rights covered by the CRD since its introduction in June 2014 by traders?

- Yes, a large increase
 Yes, a moderate increase
 No noticeable change
 Yes, a moderate decrease
 Yes, a large decrease
 Don't know/Prefer not to answer

Q 11: Which of the following consumer rights covered by the CRD have traders enquired about in the last 2 years?

INSTRUCTION: Please choose one of the following options for each consumer rights for both your own country and other EU countries:

- Often
- Rarely
- Never

Consumer Rights	Own country	Other EU country
Pre-contractual information requirements for on-premises contracts		
Pre-contractual information requirements for distance and off-premises contract		
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium)		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
The rules on delivery and passing of risk		
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)		
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded		

The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)		
Level of penalties in case of breaching the requirements of the CRD		
Any other issues (please specify):		
Please provide further details in the space below:		

Q 12: How many <u>traders</u> enquiries has your organisation received in relation to the rules laid down in the Consumer Rights Directive in the past 2 years?	
	Number
Pre-contractual information requirements for on-premises contracts	
Pre-contractual information requirements for distance and off-premises contract	
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)	
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium)	
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)	
The exceptions from the right of withdrawal	
Right of withdrawal for digital content	
The rules on delivery and passing of risk	
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)	
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded	
The requirement to eliminate unjustified surcharges for the use of means of payments	
The provision banning pre-ticked boxes	
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)	
Level of penalties in case of breaching the requirements of the CRD	
Any other issues (please specify)	
Don't know	
Please provide further details in the space below	

Q 13: Please indicate your view as to the level of costs involved in the implementation and enforcement of the CRD

- Significant costs
- Moderate costs
- No costs
- Don't know
- No opinion

Please explain your answer in the space provided below:

Q 14: Have any of the applicable penalties and sanctions relating to non-compliance with the Directive been enforced? Tick one only

- Yes
- No
- Don't know

Q 15: If sanctions or penalties have been applied, please provide further details in the space below

Penalties	
Sanctions: (please state the type of sanctions and whether criminal or civil)	

Q 16: Is your authority aware of any legal cases related to the CRD application (previous or forthcoming) since the CRD started to apply? Please provide further details in the space below

- Yes
- No

Please provide further details in the space below

Q 17: In which of the following areas within the CRD are there issues relating to non-compliance requiring enforcement by national enforcement authorities in your country?

	Highly likely	Quite likely	Not likely	Not likely at all	Don't know	No opinion
Pre-contractual information requirements for on-premises contracts						

Pre-contractual information requirements for distance and off-premises contract						
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)						
The formal requirements for distance and off-premises contracts (confirmation via specific button, geo-blocking, confirmation of contract in writing or durable medium)						
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)						
The exceptions from the right of withdrawal						
Right of withdrawal for digital content						
The rules on delivery and passing of risk						
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)						
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded						

The requirement to eliminate unjustified surcharges for the use of means of payments						
The provision banning pre-ticked boxes						
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)						
Other (please add)						
Please provide further details of any enforcement issues that have already arisen, or may be likely to arise in future in the space below:						

Q 18: Which types of non-regulatory actions are being pursued by national enforcement authorities in your country? (Please tick all that apply).		
	Actions concerned with consumer legislation generally	Actions specifically relating to the CRD
Joint actions between national enforcement authorities by the CPC Network (within the context of the CPC Regulation)		
Awareness-raising and information campaign(s)		
Guidance to traders		
Consumer sweep of websites		
Mystery shopping		
Pre-enforcement actions e.g. sending warning notices to companies found to be in potential breach of the provisions in the CRD		
Other		
Please provide further details in the space provided below:		

Q 19: Are awareness-raising and information campaign(s) being pursued by national enforcement authorities in your country?
<input type="checkbox"/> Yes (GO TO QUESTION 20) <input type="checkbox"/> No (GO TO QUESTION 23)
Please provide further details in the space provided below:

Q 20: Which specific information activities have national authorities of your country undertaken to raise awareness about the CRD?

For consumers:	
For traders:	

Q 21: Which specific consumer rights and trader's obligations have you emphasised in information and communications activities?

	For consumers	For traders
Obligation to provide pre-contractual information for on-premises contracts		
Obligation to provide pre-contractual information for distance and off-premises contracts		
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts (including the provision increasing transparency for on-line contracts – obligation to inform the consumer that his order entails an obligation to pay and display the final price of the product and its characteristics)		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
The rules on delivery and passing of risk		
The basic rate requirement for consumer telephone lines in relation to contracts already concluded		
The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (no obligation to pay for unsolicited supply of goods, services, digital content)		
Other (Please specify):		

Q 22: Which provisions and sub-provisions have been of greatest interest to ...?

	Consumers	Traders
Changes to the provision of pre-contractual information for on-premises		
Changes to the provision of pre-contractual information for distance and off-premises contracts		

The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts (including the provision increasing transparency for on-line contracts – obligation to inform the consumer that his order entails an obligation to pay and display the final price of the product and its characteristics)		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (including digital content)		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
The rules on delivery and passing of risk		
The basic rate requirement for consumer telephone lines in relation to contracts already concluded		
The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (no obligation to pay for unsolicited supply of goods, services, digital content)		
Other (Please specify):		

Overall assessment of the CRD

Q 23: How positively or negatively do you rate the following provisions introduced in the Consumer Rights Directive for consumers in your country?

	Very positive	Positive	Neutral / no impact	Negative	Very negative	Don't know	No opinion
Pre-contractual information requirements for on-premises contracts							
Pre-contractual information requirements for distance and off-premises contract							
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)							
The formal requirements for distance and off-premises contracts (confirmation via specific button, confirmation of contract in writing or durable medium)							
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)							
The exceptions from the right of withdrawal							
Right of withdrawal for digital content							
The rules on delivery							

and passing of risk							
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)							
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded							
The requirement to eliminate unjustified surcharges for the use of means of payments							
The provision banning pre-ticked boxes							
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)							
Other (please specify)							
Please provide further details in the space below:							

Q 24: Has there been any specific feedback from consumers with regard to the perceived benefits of the CRD, for instance in relation to?							
	Very positive feedback	Positive feedback	No impact	Negative feedback	Very negative feedback	Don't know	No Feedback
The CRD in general							
Pre-contractual information requirements for on-premises contracts							
Pre-contractual information requirements for distance and off-premises contract							

The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)							
The formal requirements for distance and off-premises contracts (confirmation via specific button, confirmation of contract in writing or durable medium)							
The fully harmonised period for the right of withdrawal for distance and off-premises contracts							
The exceptions from the right of withdrawal							
Right of withdrawal for digital content							
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)							
The rules on delivery and passing of risk							
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded							
The requirement to eliminate unjustified surcharges for the use of means of payments							

The provision banning pre-ticked boxes							
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)							
Other (please add)							
Please provide further details in the space below:							

Q 25: Have you got any data on the uptake by consumers of the exercise of their rights under the CRD?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details here:

Q 26: How positively or negatively do you rate the following provisions introduced by the CRD for traders in your country?							
	Very positive	Positive	Neutral / no impact	Negative	Very negative	Don't know	No opinion
Pre-contractual information requirements for on-premises contracts							
Pre-contractual information requirements for distance and off-premises contract							
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)							
The formal							

requirements for distance and off-premises contracts (confirmation via specific button, confirmation of contract in writing or durable medium)							
The fully harmonised period for the right of withdrawal for distance and off-premises contracts							
The exceptions from the right of withdrawal							
Right of withdrawal for digital content							
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)							
The rules on delivery and passing of risk							

The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded							
The requirement to eliminate unjustified surcharges for the use of means of payments							
The provision banning pre-ticked boxes							
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)							
Other (please add)							
Please provide further details in the space below:							

Q 27: Has there been any specific feedback from traders with regard to possible increased/decreased costs in comparison to previous national regulatory regime?							
	Very positive feedback/ decreased costs	Positive feedback/ decreased costs	No impact	Negative feedback / increased costs	Very negative feedback/ increased costs	Don't know	No Feedback
The CRD in general							
Pre-contractual information requirements for on-premises contracts							
Pre-contractual information requirements for distance and off-premises contract							
The specific provisions on digital content both paid and free (e.g.							

product information on interoperability, compatibility)							
The formal requirements for distance and off-premises contracts (confirmation via specific button, confirmation of contract in writing or durable medium)							
The fully harmonised period for the right of withdrawal for distance and off-premises contracts							
The exceptions from the right of withdrawal							
Right of withdrawal for digital content							
Reimbursement (period to reimburse, means of payment, calculating diminished value of goods, etc.)							
The rules on delivery and passing of risk							
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded							
The requirement to eliminate unjustified surcharges for the use of means of payments							
The provision banning pre-ticked boxes							
The provision on inertia selling (consumer not obliged to pay for unsolicited goods,							

services or digital content)							
Other (please add)							
Please provide further details in the space below:							

Q 28: If there are specific national provisions that have been applied in your country during national implementation, how positively or negatively do you rate the provisions in your country?

Note: NB: whilst the Directive is implemented under a maximum harmonisation approach, there are some aspects where MS have discretion, e.g. exemptions to off-premises transactions below 50 EUR, imposition of language requirements for distance and off-premises contracts, not to apply a simplified information regime for off-premises contracts to carry out repairs or maintenance; to require written confirmation for contracts concluded by telephone; to maintain, in the case of off-premises contracts, existing national legislation prohibiting the trader from collecting payment from the consumer during a given period after conclusion of the contract.

	Very positive	Positive	Neutral / no impact	Negative	Very negative	Don't know/ no opinion	Not applicable (no national-specific provisions apply)
For consumers							
For traders							

Please, explain your response in the space provided below (including a description of the national provisions):

Q 29: What is the additional value resulting from Directive 2011/83/EU compared to what could have been achieved by individual EU Member States at national and/or regional levels determining their own consumer protection rules relating to purchasing goods, services and digital content?

- Significant added value
- Moderate added value
- No added value
- Don't know
- No opinion

Please explain your answer in the space provided below (please also differentiate between goods, services and digital content if appropriate):

Q 30: To what extent has Directive 2011/83/EU proved complementary to existing measures and actions to strengthen consumer protection in your Member State in relevant areas and markets?

- Very complementary
- Moderately complementary
- No complementary
- Don't know
- No opinion

Please explain the measures that have been applied in your country and the reason for your answer in the space provided below:

Forward looking perspective

Q 31: In your opinion, to what extent would the following EU consumer protection rules if fully harmonised at EU level be beneficial for increasing trust of consumers?

	Very beneficial for consumers	Rather beneficial for consumers	Rather not beneficial for consumers	Not beneficial at all for consumers	No opinion / don't know
Before subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should receive all the relevant information about such a free service contract (the same as information provided for paid service contract)					
When subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should have a right of withdrawal from such a free service contract within 14 days from conclusion (the same right as provided for service contracts or the same as provided for digital content).					
When using an online platform to search for information or a product, the consumer should be informed about the ranking criteria that the platform uses by default when presenting the search results					
Please explain [MANDATORY QUESTION] :					

Q 32: Do you agree with the following statement: The presentation of pre-contractual information to consumers should be **simplified by applying a uniform easy graphical model** , e.g. using icons or pictograms

- Agree, model should be binding
- Agree, model should not be binding
- Neutral (nor agree or disagree)
- Disagree
- Don't know

Final points

Q 34: Are you willing to be contacted for a telephone interview to share your thoughts on consumer protection in your country with a focus on the CRD?

Yes

No

Q 35: If yes, please provide your name and an email address or phone number where we can reach you (obviously such personal data will not be shared with anyone outside of the study team)

Name	
Organisation	
Website	
Email	
Telephone	

Many thanks Rocio Salado, Project Manager