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Consumer Protection in the European Union: Ten Basic Principles¹

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¹ **Important legal notice:**

This document is intended for information purposes only and does not constitute official guidance from the Commission on the interpretation of EU laws or policies.

Introduction

Promoting consumers' rights, prosperity and wellbeing are core values of the EU, and this is reflected in its laws. Membership of the European Union ensures additional protection for consumers. Here we describe 10 basic principles of how EU law protects you, as a consumer, no matter which EU country you are in.

What is described in this document is the minimum level of protection all EU countries should, according to EU law, give consumers. The details of exactly what your rights are – and how you can apply them – will vary from country to country depending on how they have implemented the EU rules in their national law. You should note that national consumer protection laws may – in some cases – give you a higher level of protection. Information on how you can learn more about your rights as a consumer are given at the end of the document.

1. BUY WHAT YOU WANT, WHERE YOU WANT

Fancy a shopping trip to a city in another EU country? EU law entitles you to “shop until you drop” without having to worry about paying customs duty or additional VAT when you return home. This applies whether you physically go to the other country to shop or whether you order goods over the Internet, by post or telephone.

In general, the authorities in your country cannot stop you importing a product which you have lawfully purchased in another EU country. A few exceptions apply, though, for example to products such as fire-arms or morally offensive items.

2. IF IT DOESN'T WORK, SEND IT BACK

What if you buy a new television set and it immediately breaks down? Under EU law if a product you buy does not conform to the agreement you made with the seller at the time of purchase, you can take it back and have it repaired or replaced. Alternatively, you can ask for a price reduction on another purchase, or a complete refund of your money. This applies for up to two years after you take delivery of the product. And for the first six months after delivery, the burden of proof is on the seller – not the consumer – to prove that the product sold conformed with the contract of sale.

This principle that the product must “conform with the contract of sale” also protects you if what you get is not what you agreed to buy. For example, if what you agreed to buy was antique furniture and what you are sent is reproduction you can send it back.

3. HIGH SAFETY STANDARDS FOR FOOD AND OTHER CONSUMER GOODS

Look around your local supermarket – you will see products from across the whole of Europe. Are they all safe? Yes, they have to be. The EU has laws to help ensure the products you buy are safe. Though no system of regulation can guarantee consumers zero risk, or 100% safety, EU countries have among the highest safety standards in the world.

Food safety is based on the principle that we need to look at the whole of the “food chain” in order to ensure safety. EU food safety laws therefore regulate how farmers produce food (including what chemicals they use when growing plants and what they feed their animals), how food is processed, what colourings and additives can be used in it and how it is sold. The EU also has laws regulating the safety of food imported into the EU from our trading partners in other parts of the world.

The EU’s safety laws on other consumer goods are also strict. It is a general requirement of EU law that all products sold in the EU must be safe. If a company discovers it has placed unsafe products on the market it has a legal duty to inform the authorities in the EU countries affected. If the product poses a significant danger the company has to organise a product recall.

4. KNOW WHAT YOU ARE EATING

How can you find out what’s in your food? Just look at the information on the package! EU laws on food labelling enable you to know what you are eating. Full details of the ingredients used to make a food product must be given on the label, along with details of any colouring, preservatives, sweeteners and other chemical additives used. If an ingredient is one to which some consumers may be allergic – for example, nuts – it must be marked on the label even if the quantities used are very small.

EU food labelling laws regulate which products can be called “organic” and the use of names associated with quality products from particular European regions – for example, if it is labelled *Prosciutto di Parma* you can be sure the ham comes from Parma, if it is labelled *Kalamata* you can be sure the olives are from Kalamata. EU law also enables you to know if food is genetically modified (GM) or contains GM ingredients. If it is, then it must be labelled as genetically modified.

5. CONTRACTS SHOULD BE FAIR TO CONSUMERS

Have you ever signed a contract without reading all the small print? What if that small print says the deposit you just paid is non-refundable – even if the company fails to deliver on its side of the bargain? What if it says you cannot cancel the contract unless you pay the company an extortionate amount in compensation?

EU law says these types of unfair contract terms are prohibited. No matter what contract you sign, and no matter which EU country you sign it in, EU law protects you from these sorts of abuses.

6. SOMETIMES CONSUMERS CAN CHANGE THEIR MIND

What if a salesman turns up unexpectedly at your home and somehow persuades you to sign a contract to have “double glazing” windows installed, or new carpets, costing hundreds of euros? EU law protects you against this sort of doorstep selling. As a general principle, you can cancel such a contract within seven days. There are a few exceptions though: for example, insurance contracts and purchases you make costing less than €60.

EU law also protects you, as a consumer, when you buy from mail order, Internet or telesales companies and other “distance sellers”. Scams such as “inertia selling” – sending you goods you did not order and then demanding payment – are banned by EU law. If you buy a product or a service from a website, mail order or telemarketing company you can cancel the contract, without giving reasons, within seven working days. For some financial services you have up to fourteen calendar days to cancel the contract.

7. MAKING IT EASIER TO COMPARE PRICES

How do you compare the price of two different brands of breakfast cereal when one comes in a 375g box and the other in a 500g box? EU law requires supermarkets to give you the “unit price” of products – how much they cost per kilo or per litre – to help make it easier for you to decide which one is best value for money.

EU law also requires financial services companies to give you certain information in a standardised way. For example, loan companies and credit card companies have to tell you the annual percentage rate of interest you will have to pay – not just what the monthly repayments are.

8. CONSUMERS SHOULD NOT BE MISLED

You receive a letter from a mail order company congratulating you on having won first prize in a lottery they have organised. It turns out, however, to be no more than a scam to get you to contact them so that they can try to talk you into placing an order with them. You have not, in fact, won a prize. Is this kind of marketing legal?

No. Advertising that misleads or deceives consumers is prohibited under EU law. In addition, when you are dealing with telesales, mail order or on-line retailers they must be open and honest with you. EU law requires them to give you full details of who they are, what they are selling, how much it costs (including taxes and delivery charges) and how long it will take for them to deliver it.

Loan and credit card companies must, under EU law, give you full details in writing of any credit agreement you enter into. This must include information on how much interest you are paying, how long the agreement will last and how you can cancel it.

9. PROTECTION WHILE YOU ARE ON YOUR HOLIDAY

What if you go on a package holiday and the tour operator goes bankrupt? What if the package holiday brochure promised you a luxury hotel and what you get is a

building site? In both these cases EU law offers you protection. Package tour operators must have arrangements in place to get you home should they go bankrupt while you are on holiday. They must also offer you compensation if your holiday does not correspond to what they promised in their brochure. If the tour operator tries to put up the price of the holiday, or change the holiday resort, without your agreement EU law allows you to cancel your booking. And if you turn up at the airport and find you cannot get on your flight because the airline or tour operator has overbooked it EU law entitles you to compensation.

While on your holiday – or even when you are back home – EU law protects you against unscrupulous sellers of timeshare property schemes. Timeshare schemes offer the right to use an apartment or villa in a holiday resort for a defined period of time each year in return for buying a share of the property rights. In the past, timeshare sellers in some holiday resorts have targeted tourists from other countries and pressured them into signing expensive contracts they do not fully understand. EU law now protects you against this. You are entitled to have a copy of the timeshare brochure – and a translation of the contract being proposed – in your own language. If you do sign a contract you have a ten day “cooling off period” during which you can cancel it without giving reasons.

Last, but by no means least, EU law makes it easier for you to take your furry friends on holiday with you. Once your veterinarian has issued your cat, dog or ferret with one of the new “pet passports” your pet can travel with you to any EU country.

10. EFFECTIVE REDRESS FOR CROSS-BORDER DISPUTES

The EU sponsors a number of networks that can give consumers advice and support in bringing complaints against traders in other EU countries.

In each of the EU’s 25 Member States citizens can get advice, in the national language of that country, by calling the Commission’s “Europe Direct” information service for free* on:

00 800 6 7 8 9 10 11*

The European Commission has offices in the capital cities of all 25 EU Member States, as well as in some of the major regional cities. These offices can give you advice and documentation in the language of the country where they are located. You can find their address on-line at: http://europa.eu.int/comm/represent_en.htm

The Commission’s network of European Consumer Centres will be progressively extended throughout the enlarged EU over the next few years. These Centres can advise you about your rights when you shop across borders. At the moment, the European Consumer Centre network covers 13 Member States. For contact details for the existing Centres see:

<http://europa.eu.int/comm/consumers/map.htm>

* This service is free from any ordinary telephone line in any of the 25 EU Member States. Please note, though, some mobile telephone operators do not allow access to Freephone numbers.

The network of national Clearing House of the European Extra-judicial Network (EEJ-Net) will be progressively extended throughout the enlarged EU over the next few years. The Clearing Houses can help you bring a complaint against a trader in another EU country or pursuing a cross-border dispute via an “out of court” scheme (such as a national ombudsman scheme). At the moment the EEJ-Net covers 15 Member States plus Norway and Iceland. For contact details see:

http://europa.eu.int/comm/consumers/redress/out_of_court/eej_net/acce_just14_en.htm

You can find online information about the EU in 20 European languages at:

<http://www.europa.eu.int>

A set of fact sheets about your rights in the European Union is available in English, French and German on the Commission’s “Dialogue with Citizens” website:

<http://europa.eu.int/citizensrights/>