European Commission

Consumer Market Study to support the Fitness Check of EU consumer and marketing law

Final Report

Written by GfK Belgium
May 2017

Justice and Consumers

EUROPEAN COMMISSION

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EUROPEAN COMMISSION

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Directorate-General for Justice and Consumers

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Abstract

The current report evaluates consumer awareness, perception and experience with five consumer rights directives: the Consumer Rights Directive (CRD), the Unfair Contract Terms Directive (UCTD), the Unfair Commercial Practices Directive (UCPD), the Consumer Sales Directive (CSD) and the Price Indication Directive (PID). The results of these evaluations provide evidence for the European Commission's Fitness Check of consumer and marketing law directives and the CRD evaluation report.

This report is based on the results of a consumer survey, two mystery shopping exercises and four experiments that were carried out between June 2016 and January 2017. The survey assessed consumer experiences with consumer rights issues in a wide range of markets in 28 Member States plus Norway and Iceland. Mystery shopping exercises investigated consumers' ability to obtain redress in case of misleading commercial practices (i.e. practices prohibited by the UCPD) and traders' compliance with the CRD regarding pre-contractual information requirements, the ban on extra fees and pre-ticked boxes, as well as the consumers' right of withdrawal. Behavioural experiments explored consumers understanding and use in their purchasing decisions of *(1)* unit price information (as required by the PID), *(2)* fair versus unfair standard contract terms and conditions, *(3)* durability and reparability information and *(4)* information to be provided under the CRD and the UCPD.

Résumé

Le présent rapport examine la sensibilisation, la perception et l'expérience des consommateurs vis-à-vis de cinq directives sur les droits des consommateurs : la Directive sur les droits des consommateurs (DDC), la Directive sur les clauses abusives dans les contrats (DCAC), la Directive sur les pratiques commerciales déloyales (DPCD), la Directive sur les ventes aux consommateurs (DVC) et la Directive sur l'indication du prix (DIP). Les résultats de ces analyses constituent des preuves qui alimenteront le Bilan de santé de la Commission européenne sur les directives relatives aux consommateurs et au marketing, ainsi que le rapport de l'évaluation de la DDC.

Ce rapport est basé sur les résultats d'une enquête menée auprès des consommateurs, de deux exercices de type client mystère et de quatre expériences, réalisés entre juin 2016 et janvier 2017. L'enquête avait pour objectif d'étudier les expériences des consommateurs sur des questions en lien avec les droits des consommateurs sur un large éventail de marchés dans les 28 États membres ainsi que la Norvège et l'Islande. Les exercices de client mystère ont permis d'enquêter sur la capacité des consommateurs à obtenir réparation lors de pratiques commerciales trompeuses (c.-à-d. des pratiques interdites par la DPCD) et le respect par les commerçants des exigences de la DDC concernant les informations précontractuelles, l'interdiction des frais supplémentaires et des cases précochées, ainsi que le droit de rétractation du consommateur. Les expériences comportementales avaient pour but d'étudier la capacité des consommateurs à comprendre et à utiliser, dans le cadre de leur décision d'achat, *(1)* les informations relatives au prix unitaire (conformément aux exigences de la DIP), *(2)* les conditions générales équitables ou abusives dans un contrat standard, *(3)* les informations relatives à la durée de vie et aux possibilités de réparation et *(4)* les informations obligatoires conformément à la DDC et à la DPCD.

List of acronyms

ADSL	Asymmetric digital subscriber line (Broadband Internet service)
CRD	Consumer Rights Directive 2011/83/EU
CSD	Consumer Sales Directive 1999/44/EC
EC	European Commission
ECCRS	European Consumer Complaints Registration System
EEA	European Economic Area
EU	European Union
ICT	Information and Communication Technology
ID	Injunctions Directive 2009/22/EC
MCAD	Misleading and Comparative Advertising Directive 2006/114/EC
PID	Price Indication Directive 98/6/EC
SMEs	Small & medium-sized enterprises
T&Cs	Terms and conditions (standard general contract terms)
UCPD	Unfair Commercial Practices Directive 2005/29/EC
UCTD	Unfair Contract Terms Directive 93/13/EEC

Part I: Main report

1. INTRODUCTION

1.1. Report structure

This report of the Consumer Market Study to support the Fitness Check of EU consumer and marketing law consists of two main parts. Part I consists of 7 chapters that explain the assignment and summarise its results with regard to consumers' perceptions, experiences and use of EU consumer and marketing legislation.

The main topics covered in each chapter of Part I are summarised below.

Chapter 1 gives an introduction and presents the background of this assignment and how it fits into the context of the overall Fitness Check exercise. It also provides an overview of the five EU Directives that are covered by this assignment and of the underlying research questions.

Chapter 2 discusses the methodology of the assignment as well as the inputs gathered to address research questions, i.e. a consumer survey, two mystery shopping exercises and four behavioural experiments.

Chapter 3 explores the relevance of consumer rights and, more specifically, consumer awareness, attitudes and use of these rights. This chapter provides insights into whether consumers know their rights and how availability and presentation of information affects consumer decisions.

Chapter 4 focuses on consumers' perception of traders' compliance with consumer rights and the problems consumers have experienced. Special attention is given to problems related to the requirements of the Consumer Rights Directive (CRD).

Chapter 5 discusses the actions and outcomes of consumers' efforts to resolve problems. It focuses on the detriment consumers experience when dealing with problems and on individual redress in the event of unfair commercial practices. Consumer perceptions of the actions taken by national authorities are also investigated.

Chapter 6 reports on the effects that differences in national regulatory regimes have on cross-border trade. It provides insights into the degree to which EU consumers shop in other EU countries and the factors that they perceive to be important when doing so.

Lastly, **Chapter 7** provides a summary of the key findings and presents recommendations based on these.

Part II of the report also consists of 7 chapters. These provide the detailed results of the project activities: the consumer survey (Chapter 1), the mystery shopping exercises (Chapters 2 & 3) and the behavioural experiments (Chapters 4-7).

1.2. Background to the study

Fitness Checks are comprehensive policy evaluations to assess whether the Directives in a particular field are fulfilling their objectives. In the field of consumer policy, the current Fitness Check evaluates the key elements of the horizontal EU consumer and marketing

legislation taking into account technological developments and market evolutions. It aims to identify unnecessary burdens, overlaps, gaps, disparities and obsolete provisions.

The Fitness Check also assesses the cumulative effects of these instruments. However it is not restricted to evaluating the application of the current rules, but also tries to identify and assess possible improvements. Markets and consumer conditions are constantly changing, reflecting changes in society and economies, . It is thus important that consumer and marketing rules are up-to-date.

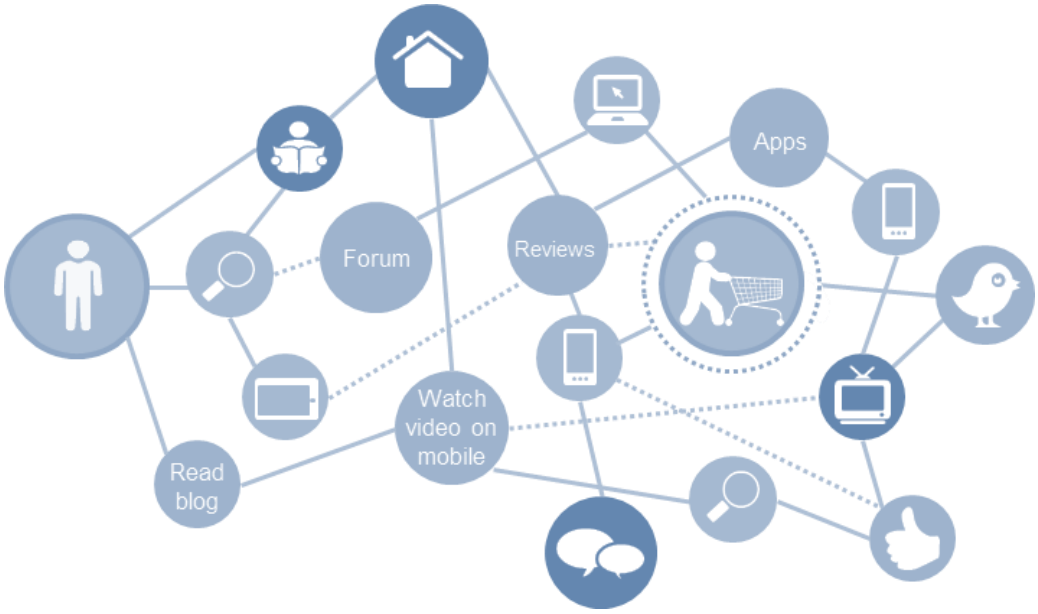
This study contributes to the Fitness Check by assessing consumers' perceptions and experiences of using their rights, i.e. by explaining **the 'consumer journey'**. Research into the consumer journey to purchasing goods and services is not a recent phenomenon. In fact, this has long been of interest to businesses, advertisers, marketers, policy-makers, legislators, those working in the social sciences, etc. Consequently, various descriptive models have been devised to represent this process. In their book '*Consumer Behavior'*, Blackwell *et al.* (1968) developed an approach to consumer behaviour which has become a benchmark in the field, continually being revised and used to the present day. An adapted version of the model is graphically represented in the diagram below (see Figure 1).

Figure 1 Purchase decision-making[1]

Whilst Blackwell's model still broadly applies to consumer decision-making in regard to their purchases, the consumer journey is vastly complex and even more so since the onset of the digital age. Nowadays, the sheer amount of online and offline information to which consumers are exposed, from need recognition to post-purchase evaluation, is difficult to grasp. Therefore, researchers must adapt their approach to understanding the consumer purchase journey (see Figure 2).

[1] Based on Blackwell, R.D., Miniard, P.W. and Engel, J.F. (1968) Consumer Behavior.

Figure 2 The new consumer journey[2]



For policy -and legislators as well as marketers and traders, this evolving consumer environment creates new situations where consumer rights should be protected. The consumer rules at EU level can only be effective if they take into account the various factors at play during the consumer journey.

The evaluation of the EU consumer and marketing legislation is based on five criteria, namely effectiveness, efficiency, coherence, relevance and EU added value (see Table 1 for an overview).

Effectiveness tries to measure the extent to which the Directives' objectives are achieved, which factors contributed to or prevented the desired achievements, whether the policy instruments used caused other significant changes and whether companies are compliant.

The **efficiency** criterion analyses the cost-effectiveness and costs and benefits resulting from these instruments, identifies the provisions in these instruments that hinder cost-effective implementation (regulatory burden) and the problems SMEs (especially micro-enterprises) face as a result of implementation.

The **coherence** criterion focuses both on the coherence of consumer and marketing rules, and on degree to which they complement other EU initiatives. It also checks the EU Directives for inconsistencies, overlaps, gaps and outdated stipulations and assesses their effects on the implementation of these Directives. The impact of the overall EU legislative framework and the interactions between separate instruments are assessed separately and in an overall manner.

The **relevance** of current objectives and the need for new objectives is covered by the relevance criterion.

Lastly, the **EU added value** of the Directives is assessed within the context of national law.

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[2] © GfK 2014 – Digital Media Intelligence - Webinar Mobilizing Purchase Journey

Table 1 Fitness Check criteria[3]

Topic	Criteria
Effectiveness	What progress has been made over time towards achieving the objectives of the Directives subject to Fitness Check? Is this progress in line with the initial expectations? What is the level of compliance of businesses with the provisions? Which main factors (e.g. implementation by Member States, action by stakeholders) have contributed to or hindered achieving these objectives? Beyond these objectives, have these instruments led to any other significant changes, both positive and negative?
Efficiency	What are the costs and benefits (monetary and non-monetary) associated with the application of these legal instruments in the Member States? What good practices for cost-effective implementation can be identified? What, if any, specific provisions in these instruments can be identified that hinder cost-effective implementation or maximisation of the benefits? In particular, what is the (unnecessary/cumulative) regulatory burden identified? What are the specific challenges to SMEs, in particular micro enterprises, with respect to the implementation of these instruments?
Coherence	To what extent have the general principles and requirements set out in these legal instruments contributed to the coherence of consumer protection policy? To what extent have they proved complementary to other Union interventions/initiatives in the area of consumer protection? What, if any, specific inconsistencies and unjustified overlaps, obsolete provisions and/or gaps can be identified in relation to the entire EU regulatory framework in this policy area, including the forthcoming rules on online sales of goods under the DSM Strategy, and other pieces of EU Directives? How do they affect the application/performance of these instruments? How do the general EU regulatory framework and the interactions between the different instruments subject to Fitness Check affect their separate and overall impacts?
Relevance	To what extent are the objectives of these instruments still relevant and valid? Are there any other objectives that should be considered in view of current needs and trends in consumer behaviour and in the markets?
EU added value	What has been the EU added value of the consumer law Directives in the context of national horizontal and sector-specific consumer law (both substantive and procedural), and of civil and commercial law?

This Fitness Check of EU consumer and marketing law is evaluating 6 EU Directives, namely the Unfair Commercial Practices Directive (2005), the Misleading and Comparative Advertising Directive (2006), the Unfair Contract Terms Directive (1993), the Price Indication Directive (1998), the Sales and Guarantee Directive (1999) and the Injunction Directive (2009). This study supports the Fitness Check by providing specific

[3] As provided in the Fitness Check Roadmap, available at: http://ec.europa.eu/consumers/consumer_rights/review/index_en.htm

behavioural and markets evidence for the Fitness Check report and for the separate evaluation of the Consumer Rights Directive that the Commission is carrying out in parallel to the Fitness Check. The following section gives more insights into the directives covered in the current assignment.

1.3. Directives at stake

Whilst the Fitness Check deals with six directives, the current assignment focused on four of them and, in addition, the Consumer Rights Directive (covered by mystery shopping exercises and behavioural experiments). Table 2 gives an overview of the Directives that are covered by the current assignment. Each Directive is discussed in more detail in this section.

Table 2 EU Directives subject to this assignment

Common designation	Official title
Unfair Contract Terms Directive	Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts
Unfair Commercial Practices Directive	Directive 2005/29/EC of the European Parliament and the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market.
Consumer Sales Directive	Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees
Price Indication Directive	Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers.
Consumer Rights Directive	Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights

1.3.1. Unfair Contract Terms Directive

The Unfair Contract Terms Directive (UCTD)[4] aims to protect consumers when they enter into a contract with traders (sellers of goods or suppliers of services), by preventing the use by the trader of unfair standard contractual terms. Since the Directive provides for minimum protection, Member States are allowed to introduce more stringent rules.

The UCTD applies to contractual terms which have not been individually negotiated between the trader and the consumer[5]. Contractual terms are defined as "not individually negotiated" if they have been drafted in advance without the ability of the consumer to influence them, which is particularly the case in the context of pre-formulated contracts. In general, a contractual term is regarded as "unfair" if it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer[6]. Examples of

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4 Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts.

5 Art. 3(2) UCTD; contractual terms will always be seen as not individually negotiated

6 Art. 3(1) UCTD.

unfair clauses are those granting arbitrary rights to the trader or restricting the remedy options of the consumer. The unfairness of a contractual term must be assessed taking into consideration all the circumstances, including the nature of the goods or services concerned. Furthermore, the Directive requires traders to draft their standard contract terms in plain, intelligible language.

The Annex to the Directive contains an indicative, non-exhaustive list of terms that may be unfair[7]. Examples are: inappropriately excluding or limiting the legal rights of the consumer versus the trader in the event of total or partial non-performance or inadequate performance by the trader; enabling the trader to alter the terms of the contract unilaterally without a specific valid reason set forth in the contract; giving the trader the right to determine whether supplied goods are in conformity with the contract; or excluding the consumer's right to take legal action against the trader.

If unfair terms are included in a contract, they are not binding on the consumer. The contract can continue to bind the parties on the remaining terms if it can exist without the unfair provisions[8]. Similarly, in case of doubt about the meaning of a certain term or clause, the interpretation that is most favourable to the consumer must prevail[9].

1.3.2. Unfair Commercial Practices Directive

The purpose of the Unfair Commercial Practices Directive[10] (UCPD) is to achieve a high level of consumer protection through the harmonisation of the legislation of the Member States[11] on unfair commercial practices of traders that harm the economic interests of consumers. It applies to all unfair business-to-consumer commercial practices, as laid down in Article 5, before, during and after a commercial transaction in relation to a product[12].

As a general principle, the Directive prohibits unfair commercial practices, defined as practices contrary to the requirements of professional diligence, that are likely to materially distort the economic behaviour of the consumer[13]. The unfairness of a commercial practice is to be examined on a case by case basis, taking as a benchmark the average consumer, who is reasonably well-informed and reasonably observant and circumspect[14]. However, if the trader targets a group of people who are particularly vulnerable to certain commercial practices, an average member of that group shall be used as benchmark[15].

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7 Annex under (a) to (q); in conjunction with Art. 3.3 of the Directive.

8 Art. 6(1) UCTD.

9 Art. 5 UCTD.

10 Directive 2005/29/EC of the European Parliament and the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market.

11 In relation to financial services and immovable property, Member States may impose more restrictive or prescriptive requirements (Art. 3(9) UCPD).

12 Art. 3(1) UCPD.

13 Art. 5 UCPD.

14 See also the Commission Staff Working Document, *Guidance on the implementation/application of Directive 2005/29/EC on unfair commercial practices*, updated 25 May 2016, COM(2016) 320.

15 Art. 5(3) UCPD.

In particular, commercial practices are considered unfair if they are misleading or aggressive[16]. A ***misleading commercial practice*** can consist of either providing deceptive or untruthful information (misleading action) or withholding material information that the average consumer needs to take an informed transactional decision (misleading omission).

Misleading actions are those commercial practices that consist of providing false information or in any way are likely to deceive the average consumer, even if the information is factually correct, and in either case is likely to cause the consumer to take a transactional decision that he would not have taken otherwise. The deception may be related to key aspects of the intended transaction, such as (amongst other features) the main characteristics of the product, its benefits and risks, the price, and the commitments of the trader[17].

As regards ***misleading omissions***, the UCPD defines a commercial practice as misleading if it omits material information that the average consumer needs to take an informed transactional decision and thereby is likely to cause him to take a transactional decision he would not have taken otherwise. As regards "invitations to purchase" the UCPD specifies that information must be provided about the main characteristics of the product, a complete and clear price as well as delivery and complaint arrangements and the existence of cancellation or withdrawal rights[18]. Furthermore, Annex II to the UCPD refers to various specific provisions of EU Directives that contain information obligations in relation to commercial communications[19].

The UCPD also prohibits ***aggressive commercial practices*** which through harassment, coercion and undue influence are likely to significantly impair the consumer's freedom of choice or conduct, causing him to take a transactional decision about the purchase of a product that he would not have taken otherwise[20].

Annex I of this Directive contains a "blacklist" of 31 misleading practices that are always considered unfair (misleading and/or aggressive), without the need for a case by case assessment.

The UCPD requires Member States to ensure that adequate and effective possibilities exist for consumers and others who have a legitimate interest in combatting unfair commercial practices to take legal action or to bring a case before an administrative authority for enforcement and complaint-handling, and those courts or administrative authorities must have the power to order the cessation or prohibition of unfair practices[21]. Similarly, Member States must ensure that proportionate and dissuasive penalties are in place to ensure effective enforcement[22].

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16 Art. 5(4) UCPD.

17 Art. 6(1) UCPD.

18 Art. 7(1) and 7(4) UCPD.

19 E.g. in the fields of gambling, food, amongst others.

20 Art. 8 and 9 UCPD.

21 Art. 11(1) UCPD.

22 Art. 13 UCPD.

1.3.3. Consumer Sales Directive

The purpose of the Consumer Sales Directive[23] (CSD) is to provide adequate protection for consumers when they purchase tangible goods. The Directive provides minimum rules regarding conformity with the contract and consumer remedies in case of defective goods, allowing Member States to provide for more stringent consumer protection rules. The CSD applies to the sale of new, as well as second hand goods, regardless of the sales channel. It is important to note that the CSD applies to the final sellers of goods and not to producers, importers or distributors further upstream. However, the final seller has a right of redress against upstream traders in the distribution chain[24].

The CSD requires that goods sold to consumers conform to the description provided and to reasonable expectations with regard to similar kind of goods[25]. The CSD stipulates that the seller is liable for any lack of conformity that existed at the time of delivery and becomes apparent within a period of 2 years from the delivery of the goods (hereinafter referred to as "legal guarantee period")[26].

The Directive offers four possible remedies in the case of a lack of conformity, namely repair and replacement as first-tier remedies and price reduction or rescission of the contract as second-tier remedies. Repair or replacement must be free of charge and carried out within a reasonable time[27]. If these remedies are impossible or not proportionate, or if the seller does not fulfil these remedies within a reasonable time and without significant inconvenience to the consumer, then the consumer may claim a price reduction or a rescission of the contract[28].

The Directive also contains provisions regarding “commercial guarantees” which may be voluntarily granted by the seller or the manufacturer to the consumer[29]. The issuer is bound by the commercial guarantee, which must be written in plain and intelligible language, and must clearly state the conditions where it applies and the procedures. Furthermore, such a guarantee cannot affect the legal guarantee and the seller must inform the consumer of this. The consumer may request that the commercial guarantee is made available in writing or in another durable medium available and accessible to him.

In December 2015, the Commission proposed a Directive on certain aspects concerning contracts for the distance sales of goods that would replace Directive 1999/44/EC in respect of goods sold at distance.

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23 Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees.

24 Art. 4 CSD.

25 Art. 2 CSD.

26 Art. 5(1) CSD. National legislation may require the consumer to notify the non-conformity within a certain period after the discovery of the lack of conformity, with a minimum of 2 months (Art. 5(2) CSD). Furthermore, Art. 5(3) CSD states that any lack of conformity discovered within the first 6 months of delivery is presumed to have existed at the time of delivery (unless this would be contrary to the nature of the good). .

27 Art. 3(3) CSD.

28 Art. 3(5) CSD.

29 Art. 6 CSD.

1.3.4. Price Indication Directive

The purpose of the Price Indication Directive (PID)[30] is to improve consumer information and to make product price comparisons easier. The Directive requires traders to indicate clearly and unambiguously the selling price and the price per unit of measurement (e.g. for one kg, one litre etc.) of products offered to consumers, both at the advertising and pre-contractual stages. For goods sold in bulk, only the unit price has to be indicated[31]. The PID provides for minimum harmonisation; it also contains regulatory options for Member States to derogate, in particular by granting small businesses an exemption, for a transitional period, from the requirement to indicate the unit price[32].

1.3.5. Consumer Rights Directive

The purpose of the Consumer Rights Directive (CRD)[33] is, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market by approximating certain aspects of legislation concerning contracts concluded between consumers and traders[34]. Although its scope is wider, the CRD is particularly focused on contracts where physical interaction with traders is limited, namely distance[35] contracts and on contracts concluded outside the usual business premises, so-called off-premises contracts[36]. The CRD aims to ensure that a consumer obtains relevant and clear information before committing to a transaction, and protects the consumer in the case of distance and off-premises transactions by giving him or her the right to withdraw from the contract without the need for a justification.

The CRD sets out detailed requirements regarding information that the trader must provide to the consumer before the consumer is bound by a contract in relation to goods, services and digital content, such as the identity and contact information of the trader, total, correct and clear information about the price, the arrangements for delivery and complaint handling, the existence of and processes relating to the right of withdrawal in the case of a distance or an off-premises contract, the legal and commercial guarantees and after-sale services and the duration of the contract.[37] In the case of off-premises contracts, the information must be provided on paper, or if the consumer agrees, on another durable medium. For distance contracts, the information can be provided in a manner appropriate to the means of distance communication. The information has to be made available in a clear and comprehensible manner (and if it is provided on a durable medium it has to be legible). "Small print" must be considered as insufficiently clear if it contradicts information that is more obviously presented.

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30 Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers.

31 Art. 3(3) PID.

32 Art. 6 PID.

33 Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights. This Directive amends existing Directives in relation to distance contracts and off-premise contracts. See also the DG Justice Guidance document concerning this Directive of June 2014.

34 The CRD applies to contracts for the supply of utilities, but does not apply to social services, healthcare, gambling, financial services, immovable property, travel contracts, timesharing and some further exceptions listed in Art. 3(2).

35 A distance contract is made with the exclusive use of one or more means of distance communication up to, and including, the time of conclusion of the contract (Art. 2(7) CRD).

36 Defined in art. 2(8) CRD. Typically a contract signed in a place which is not the trader's business premise, e.g. during a fair or an excursion.

37 See more in detail in Arts. 5 and 6 CRD.

Furthermore, in regard to distance contracts, the trader must confirm the transaction to the consumer with all the relevant information at the latest at the moment of delivery of the good or service, on a durable medium[38]. If the consumer enters into an obligation to pay by means of an electronic transaction on a website, the trader must ensure that he or she explicitly acknowledges that the order implies such an obligation[39]. This requirement is intended to prevent "subscription traps".

The consumer has a right to withdraw from a distance or an off-premises contract without giving any reason, without incurring any penalty and with minimal costs[40], for a period of 14 days after the conclusion of the distance contract. The start date of the period of 14 days depends on the date of delivery of the goods (e.g. as from the moment that ordered goods are received or a series of goods are received in successive deliveries[41]). The trader must reimburse the consumer's payment, including the initial delivery costs, although the trader may exceptionally retain a part of the payment, such as the extraordinary costs of a special delivery requirement of the consumer, and the possible diminished value of the goods[42].

The CRD includes a model withdrawal form (Annex I (B) of the Directive) that the consumer is free to use[43]. The consumer can also make any other unequivocal statement setting out his decision to withdraw from the contract. The Directive lays down certain exceptions from the right of withdrawal, both for distance and for off-premises contracts[44]. The right of withdrawal does not apply for instance to service contracts after the service has been fully performed, but only if the consumer has given his explicit consent for the performance to begin and has acknowledged that he loses the withdrawal right once the contract has been fully performed by the trader[45]. If the information on the right of withdrawal is not provided as required by the Directive, the withdrawal period extends by 12 months from the end of the initial withdrawal period[46].

The Directive also lays down rules for the delivery of goods and transfer of risk, and specific rules on price transparency (including a ban on pre-ticked boxes), rules regarding excessive fees for the use of means of payment and fees for communication by telephone once a contract has been concluded.

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38 Art. 8(7) CRD. The confirmation must take place within a reasonable time after the conclusion of the distance contract, and at the latest at the moment of delivery of the goods or services.

39 Art. 8(2) CRD.

40 In principle, the consumer has to bear the direct costs of the return of the goods, but only if the trader informed the consumer about this fact in the pre-contractual information. However, if the consumer requested a special delivery the trader may keep the payment of the extraordinary costs involved (see Art. 13 and 14 CRD).

41 Art. 9(2) CRD.

42 See more in detail Arts. 13 and 14 CRD.

43 The trader, however, is obliged to present the form in order to help the consumer.

44 E.g. for personalised goods that are tailor-made upon the instructions of the consumer, as well as digital products and digital or analogue content on a tangible medium in sealed packages that are opened. See other examples in Art. 16 CRD.

45 Art. 16 (a) CRD. The similar rule applies to the supply of digital content that is not supplied on a tangible medium, e.g. streaming or downloading video, music or software (Art. 16 (m) CRD). If the consumer has been correctly informed and acknowledged it, he loses his right of withdrawal as soon as he starts streaming or downloading the digital content. For the service contracts where the right of withdrawal applies, the 14-day period starts on the date of conclusion of the contract.

46 Art. 10 CRD.

It further contains a specific provision on inertia selling. Where the consumer receives unsolicited goods, unsolicited supply of utilities or unsolicited services in breach of No 29 of Annex I to Directive 2005/29/EC on Unfair Commercial Practices, the consumer is exempted from the obligation to provide any consideration47.

The CRD is imperative law and the consumer cannot waive his rights under national laws transposing the Directive[48]. In order to ensure that the Directive is complied with, the CRD requires Member States to put in place effective enforcement means and penalties; it particularly emphasises the need for rights to take actions under national law to be granted to public bodies, consumer organisations and professional organisations[49].

1.4. Objectives

The current assignment aims to provide data on consumers' perceptions and experiences in relation to consumer and marketing legislation. This involves gathering their opinions, perceptions and experiences. The **overall objective** of the current assignment is to provide information on:

- the extent to which consumers are aware of their rights and are willing and able to exert these rights;
- the nature and prevalence of problems that consumers encounter when exercise their rights; and
- the benefits that the respective EU law instruments bring to consumers.

In undertaking this assignment, three main research tools were deployed. First, an ***in-depth consumer survey*** was carried out in the 28 Member States plus Norway and Iceland (EEA). Second, two ***mystery shopping*** exercises were conducted to analyse consumers' real experiences when buying different types of products online and exercising their rights. Finally, four ***behavioural experiments*** explored consumers' understanding of what is on offer and their capability to compare products and services across the market. The mystery shopping exercises and the behavioural experiments were performed in 8 countries (except one exercise which was extended to 4 additional countries). These activities were designed to address the research questions of this study and presented in Table 3 below.

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47 Art. 27 CRD.

48 Art. 25 CRD.

49 Art. 23 CRD.

Table 3 Research questions and data collection tasks to answer them

	Topic	Question	Data collection
1	Consumer knowledge/ experience	To what extent are consumers aware of and understand their rights under the relevant EU Directives as demonstrated by their practical application?	Consumer survey Behavioural experiment
2	Consumers' perception	What are consumers views on the extent to which traders are compliant with consumer rights?	Consumer survey
3	Consumer experience	To what extent do consumers encounter problems overall and while exerting their rights (including the nature, frequency and scale of these problems)?	Consumer survey Mystery shopping
4	Consumer experience	What actions do consumers take when their rights are breached? Why (or why not) do they take these actions?	Consumer survey Mystery shopping
5	Consumer experience	How often do consumers obtain a remedy or redress to their problem?	Consumer survey Mystery shopping
6	Consumer experience	Estimates of consumer detriment	Consumer survey
7	Consumer satisfaction / experience	How satisfied are consumers with the remedy or redress they receive?	Consumer survey Mystery shopping
8	Consumer satisfaction / perception	What are consumer views on whether competent national authorities have done enough to make consumer rights work in practice?	Consumer survey
9	Consumer satisfaction / perception	What are consumer views on whether consumer associations have done enough to facilitate concrete functioning?	Consumer survey
10	Consumer satisfaction / perception	What are consumer views on whether traders' associations contribute to or prevent effective functioning of consumer?	Consumer survey
11	Consumer experience / perception	Are existing consumer rights relevant to address current needs and trends in light of changed consumer and market behaviours?	Consumer survey Mystery shopping Behavioural experiments
12	Consumer behaviour/ experience	How is the market behaviour of consumers affected by existing consumer rights?	Consumer survey Mystery shopping Behavioural experiment
13	Consumer behaviour	Are consumers deterred from more actively engaging in cross-border commerce due to remaining national regulatory differences?	Consumer survey

2. METHODOLOGY

This chapter presents the methodology of the specific activities to measure the perceptions and experiences of consumers regarding the directives covered by this study.

Figure 3 provides a conceptual overview of the input of each activity into the four main research topics.

Figure 3 Overview of the studies and their input to the research topics

Research Topic	Consumer survey	Mystery Shopping		Behavioural experiments			
		UCPD	CRD	Exp. 1	Exp. 2	Exp. 3	Exp. 4
1 Relevance of consumer rights							
2 Consumer perception of traders' compliance with consumer rights							
3 Consumer problem resolution							
4 The effect of national regulatory differences on cross-border commerce							

2.1. Geographical scope

The *consumer survey* covered consumers across all 28 Member States plus Norway and Iceland (i.e. those aged 18+). The *mystery shopping* and the *behavioural experiments* were carried out in 8 EU Member States. These were selected to constitute a representative sample whilst also securing sufficient sample sizes of respondents/participants. The 8 countries are Bulgaria, Finland, France, Germany, Greece, Netherlands, Poland and Portugal as outlined in Table 4 below. The selection was designed to include a balance of region, level of consumer knowledge of their rights, trust in public authorities to protect their rights, experience of unfair practices, and the number of consumer complaints. The UCPD mystery shopping exercise was extended to cover 4 additional countries (Belgium, Ireland, Malta and the United Kingdom).

Table 4 Selection of countries for the mystery shopping studies and the behavioural experiments

Country	Population[50]	Region	Consumers' knowledge of consumer rights[51]	Consumers' trust in public authorities to protect their rights as a consumer[52]	Complaints in consumer complaint database (unfair commercial practices)[53]	Complaints in consumer complaint database (Contracts/Sales, Redress, Unfair commercial practices, Warranty, Price)	GDP per capita[54]
	%		%	%	N (top ten in red)	N (top ten in red)	Level
Bulgaria	1,40%	East	38,9	45,3	118	444	47
Finland	1,10%	North	37,6	84,7	123	220	119
France	13,10 %	South	35,8	60,5	2.317	5.204	105
Germany	16,00 %	West	51,4	66,5	5.702	24.848	100
Greece	2,10%	South	24,5	48,6	597	3095	85
Netherlands	3,30%	West	41,1	77,8	2.371	16755	108
Poland	7,50%	East	43,0	52,8	244	682	54
Portugal	2,00%	South	39,5	56,9	654	6273	82

50 Eurostat (2015) Population as a percentage of EU28 population. Retrieved from http://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tps00005&plugin=1

51 Flash Eurobarometer 397, base: all respondents (n=26590) Consumers' knowledge of relevant legislation, country results, 2014: Average percentage of consumers answering correctly to questions on consumer rights

52 Flash Eurobarometer 397, base: all respondents (n=26590) How strongly do you agree or disagree with each of the following statements. In (OUR COUNTRY)…you trust public authorities to protect your rights as a consumer, country results, 2014 (%)

53 Complaints in consumer complaint database (column 6 and 7) are based on data from the European Consumer Complaints Registration System (ECCRS), expressed in number of complaints: http://ec.europa.eu/consumers/consumer_evidence/data_consumer_complaints/index_en.htm

54 Based on the comparative price levels: Eurostat (2015) Comparative price levels of final consumption by private households including indirect taxes: http://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tec00120&plugin=1

2.2. Brief overview of the methodology

Below, a brief overview is presented of the methodologies of the three different activities: the consumer survey, the mystery shopping exercises and the behavioural experiments. It also gives an overview of the specific mystery shopping exercises and the behavioural experiments. The individual research reports for each activity (Part II) provide more detailed descriptions of their methodologies.

2.2.1. The consumer survey

The consumer survey dealt with consumers' awareness of their rights, willingness and ability to make use of these rights, the nature and prevalence of problems they encounter when exercising their rights, and the benefits the respective EU legal instruments bring to consumers. The survey collected data on consumer experiences in a wide range of markets covering both goods and services, bought both offline and online in both the respondents' own country and another EU country. This approach delivered a broad picture of the European consumer situation and representative insights into consumer attitudes and experiences related to their consumer rights. The complete survey questionnaire can be found in Annex 1.

The survey was completed by a representative sample of 23,501 consumers from the EU28 countries, plus Iceland and Norway. The survey responses were collected online using a sample from the GfK panels[55]. The sample was representative for all the national populations in terms of age and gender, and the spread of regions and urbanisation was taken into account[56].

It is important to note that the Consumer Survey covered the Unfair Commercial Practices Directive, the Unfair Contract Terms Directive, the Price Indication Directive and the Consumer Sales Directive but not the Consumer Rights Directive (which is only covered by a specific mystery shopping and behavioural experiment).

2.2.2. The mystery shopping exercises

The mystery shopping exercises consisted of 2 tasks:

The first task related to the **Unfair Commercial Practices Directive (UCPD).** It explored consumers' actual experiences with redress and traders' readiness to offer remedies related to unfair commercial practices online.

The second task studied the level of traders' compliance with specific provisions of the **Consumer Rights Directive (CRD)** relevant to purchasing digital content and tangible goods online.

a) UCPD mystery shopping exercise

This exercise studied the possibilities of consumer redress for unfair commercial practices in the retail trade. It focused on situations when consumers purchased products based on misleading promotional claims about an offer and then attempted to seek redress. The

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55 Respondents of this survey were drawn from the existing GfK consumer panel database, i.e. a database of respondents that regularly participate in GfK studies.

56 An overview of the sample characteristics can be found in Chapter 1 of part II.

aim was to investigate traders' willingness to offer remedies in such situations and the types of remedies offered[57].

The sectors studied in this mystery shopping included *clothing* (including branded clothing and footwear), *electronic goods* (non-ICT/recreational), *information and communication* technology (ICT) goods, *software, goods bought via online auctions and prize competitions*.

The investigated misleading practices were limited to those that could result in purchase/spending of money so that the trader's reaction to the claim for remedy could be immediately tested. To identify such cases of misleading practices, three rounds of desk research by two country experts in each target country were carried out in consultation with the EC. In order to enlarge the evidence base, 4 additional countries (BE, IE, MT, UK) were added to the exercise. As a result, the following number of cases across 12 countries were approved for fieldwork and completed during fieldwork (see Table 5).

Table 5 Overview of the approved number of misleading practices per country

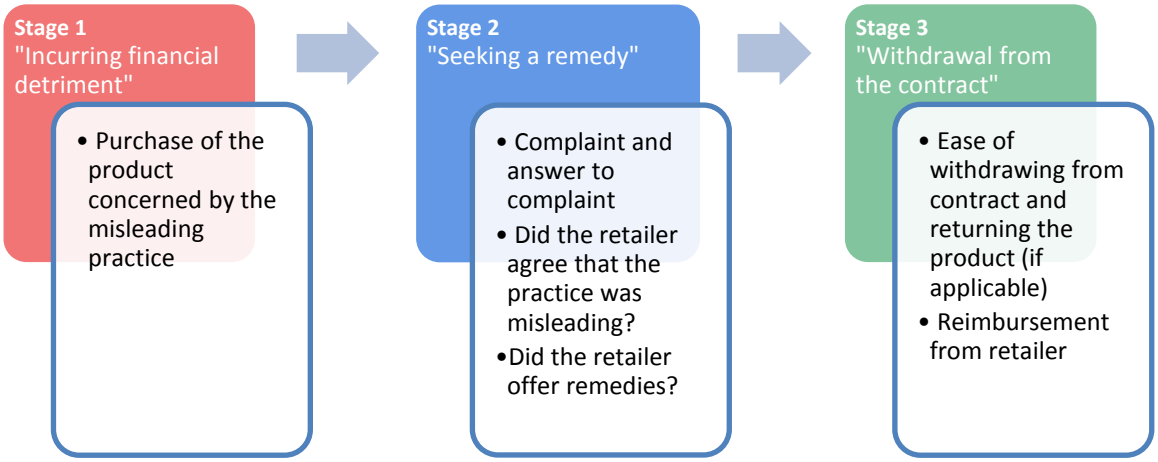
Country	Number of approved cases	Number of completed cases[58]
Bulgaria	11	7
Finland	4	4
France	12	7
Germany	28	9
Greece	0	0
Netherland	14	9
Poland	10	7
Portugal	0	0
United Kingdom	2	2
Ireland	6	6
Belgium	9	4
Malta	4	1
TOTAL	100	56

57 The UCPD does not give consumers that have been victims of unfair commercial practices individual rights to redress or other contractual remedies.

58 47 cases were not completed due to payment issues, delivery problems, or problems with making the purchase.

The mystery shopping exercise started with ensuring the mystery shopper's agreement to participate and their being assigned to a specific task. Once a task had been assigned, the exercise was broadly structured around three stages (see Figure 4): (1) in the first stage, mystery shoppers visited the website concerned and made a purchase based on the misleading practice, (2) during the second stage they complained to the retailers and reported about the retailers' reaction and (3) during the third stage, they withdrew from the contract in accordance with the Consumer Rights Directive and reported about the outcome of the withdrawal. Chapter 2 of Part II provides a more detailed description of the methodology for this task and Annex 3 provides the briefing and assessment sheets.

Figure 4 The 3 stages of the UCPD mystery shopping exercise



b) CRD mystery shopping exercise

The overall objective of this mystery shopping exercise was to research the level of compliance of traders with specific rules under the Consumer Rights Directive (CRD)[59]. More specifically, mystery shoppers assessed traders' compliance with specific provisions of the Directive that are relevant to online purchases, both domestically and cross-border. The study focuses on two types of contracts in particular: contracts for the supply of digital content and for the purchase of tangible goods online.

The CRD fully harmonises certain rules concerning contracts concluded between consumers and traders, in particular with respect to distance contracts (contracts concluded without the simultaneous presence of the trader and consumer, and with the use of a means of distance communication, notably online purchases) and off-premises contracts (contracts concluded with the simultaneous presence of the trader and consumer in a place which is not the business premises of the trader). A number of specific provisions of the CRD relate to distance selling and fall withing five main categories:

- Requirements related to information that traders must provide to consumers before consumers are bound by a distance or off-premises contract (Article 6(1)

[59] Directive 2011/83/EU of the European Parliamant and the council of 25 October 2011. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32011L0083&rid=1

(e.g. the main characteristics of the product, arrangements for payment etc.) (pre-contractual information requirements).

- Formal requirements related to the conclusion of the contract (Art. 8). Traders are obliged to make all the information provided for in Article 6(1) available to the consumer in an appropriate way and must confirm the transaction to the consumer with all the relevant information at the latest at the moment of delivery of the good or service, on a durable medium. If the consumer enters into an obligation to pay by means of an electronic transaction on a website, the trader must ensure that he or she explicitly acknowledges that the order implies such an obligation[60].

- Ban on fees that exceed the costs borne by the trader for the use of a given means of payment (Art. 19).

- Ban on the use of pre-ticked boxes to infer the consumer's consent with regard to additional payments (Art. 22).

- Consumers' right of withdrawal (Arts. 9, 8(7)(b), 14(4)(b) and 16(m)): Consumers are allowed to return the product within 14 days of receiving it and receive back all payments.

Building on the extensive experience of GfK with designing such online surveys (e.g. a recent project investigating the scope of geo-blocking practices), the exercise was developed to closely follow the natural steps of the online shopping process. The mystery shopping was conducted in 8 EU Member States: Bulgaria, Finland, France, Germany, Greece, Netherlands, Poland and Portugal.

The investigated sectors and products were chosen drawing on the findings of the most recent version of the European Consumer Complaints Registration System. Based on this database, the ICT goods market was a clear choice in terms of the proportion of complaints related to issues outlined in the Consumer Rights Directive. Within the ICT sector, two specific ***tangible products*** that fall within the price range of 20-50 EUR (upper limit due to budget and risk constraints) were selected: computer mice and memory (USB) sticks. These products are widely available in online electronics retailers, reaching a broad range of European consumers. In terms of ***digital content***, the following two product categories were chosen: security software and music downloads. Security software and music downloaded in digital format are two widespread and common product types within the digital content sector. In accordance with the European Commission's requirements, within each sector, the largest online shops in each country were selected, with at least three per country having an international presence.

Table 6 below presents an overview of the number of mystery shopping assessments (i.e. retailers) broken down by country, by sector and by product. 341 assessments, distributed (fairly equally) across the 8 target countries, were selected. A slightly lower number of assessments was made for digital content (149 in total; 78 for security software and 71 for music) compared to tangible goods (192 in total, 96 per product) in order to allow for a larger expected variability within the ICT goods market. Since the presence of sellers of music downloads varies a lot between countries, these evaluations could not be distributed equally across the countries. In order to obtain a sufficient number of completed evaluations for this product type, a larger number of assessments were included for countries with a greater presence of music sellers to compensate for

[60] Art. 8(2) CRD.

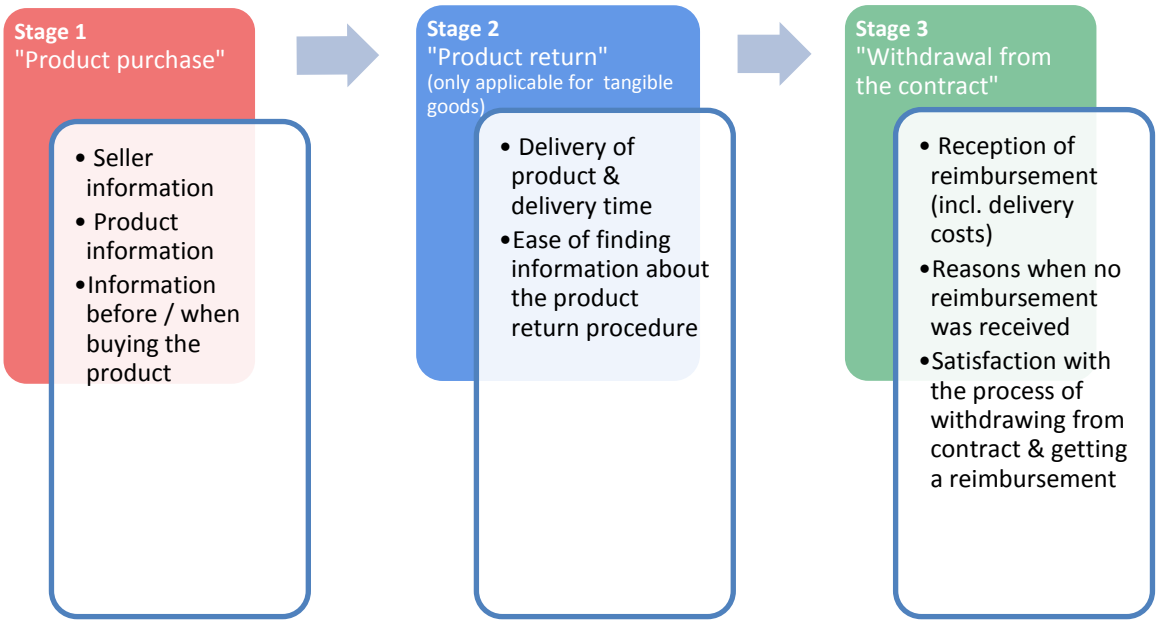
countries with a smaller number of music sellers. The retailers included represent all meaningful retailers in the markets.

Table 6 The distribution of mystery shopping assessments by country, by sector and by product

Sector	ICT goods		Digital content			TOTAL
Product type / country	Computer mice	Memory sticks	Security software (one-off purchase)	Security software (subscription)	Music (download)	
Bulgaria	12	12	0	9	4	40
Germany	12	12	1	9	21	57
Finland	12	12	2	8	7	41
France	12	12	3	7	12	47
Greece	12	12	3	7	5	39
The Netherlands	12	12	4	6	9	44
Poland	12	12	4	5	8	42
Portugal	12	12	7	3	7	41
TOTAL	96	96	24	54	71	341

The mystery shopping exercise was broadly structured around three stages (two for security software and music downloads; see Figure 5). In the first stage *(1)*, mystery shoppers visited the retailer's website and reported on the availability of the seller and product information and the retailer's compliance with information requirements before and when making a purchase. During the second stage *(2)*, the mystery shoppers documented the delivery of the product (was it delivered and was it delivered in time?) and the ease of finding information about the product return procedure. Since this is only applicable for tangible goods, this step was skipped for mystery shoppers for security software and music downloads. During the third stage *(3),* the mystery shoppers returned the product and reported about the reimbursement they may have received and their satisfaction with the return procedure. Chapter 3 of Part II presents the methodology of this mystery shopping in more detail, while Annex 4 provides the briefing and assessment sheets and Annex 5 provides a list of investigated retailers.

Figure 5 The 3 stages of the CRD mystery shopping



2.2.3. The behavioural experiments

Consumers' use of and reaction to information was tested with four behavioural experiments.

a) Experiment 1: Effects of indicating the price per unit on consumers' behaviour (*Price Indication Directive*)

The first experiment was designed to test the relevance and effectiveness of the information about the unit price and to study whether consumers actually use this information in their decision-making in situations where this would be "rational" (i.e. if it pays to use this information). Concretely, a 2 (unit pricing: present vs. absent) x 2 (size-unit price relationship: negative vs. positive) x 2 (product type: cookies vs. detergents) mixed design experiment was conducted.

All consumers were given choice scenarios for two ***products*** (within-subject factor). Products for this experiment were selected in two markets: food and detergents. Within the food category, cookies were selected because *(a)* within the food sector, the category of bread/cereals has the second highest consumption expenditure of all food products in the EU (with an average of 16.5% in 25 Member States after meat with an average of 23.44%[61]) and *(b)* according to the ECCRS complaints database[62] most complaints about prices/tariffs concern fruit and vegetables, meat and **bread/cereals**. Laundry detergents

[61] Data presented in Santos, Carmen R. (2013) Consumption Culture in Europe: Insight into the Beverage Industry.

[62] European Commission (7 June 2016). The European Consumer Complaints Registration System (ECCRS). Retrieved from http://81.247.254.96/QvAJAXZfc/opendoc.htm?document=Harmonised_Consumer_Complaints.qvw&host=QVS%40vsrv1463&anonymous=true

were selected because of the different possible ways of presenting the unit price – per Kg or Lt or 'wash-load'. For both product categories, the respondents were presented with 2 brands each having 3 different size packages - a small-sized vs. medium-sized vs. large-sized package.

The ***presence versus absence of unit pricing*** was manipulated (between-subjects factor) by exposing half of the respondents at random to products with unit prices indicated (cookies: price per kg; laundry detergent: price per wash load), while half of the respondents saw products for which the unit prices were not displayed. In four countries (Germany, France, Poland and the Netherlands), another condition was added for the laundry detergent, i.e. the unit price was also displayed per litre.

The ***size-unit price relationship*** (negative vs. positive) was also manipulated (between-subjects factor). Half of the respondents were exposed to a situation in which the two brands exhibited a *negative relationship* between size and unit price (i.e. the larger package had a lower unit price) and half of the respondents was exposed to a situation in which the products of the two brands exhibited a positive relationship between size and unit-price (i.e. the larger package had a higher unit price).

After the experiment, the respondents' ***awareness of the unit price*** information, their ability to determine the item with the lowest unit price (***unit price comprehension***) and the effect on their ***product choice*** was assessed.

b) Experiment 2: Consumers' responses towards fair/ unfair contract terms (*Unfair Contract Terms Directive*)

Experiment 2 was conducted to examine respondents' responses to fair and unfair contract terms (T&Cs) and how this response changes depending on the presentation of the T&Cs. This experiment studied both the respondents' understanding of unfairness and their subsequent economic behaviour. This was done with a 3 (presentation of T&Cs) x 2 (fairness) x 2 (product category) mixed-factorial design.

First, two ***product categories*** were chosen. These were then manipulated within subjects (i.e. each respondent was presented T&Cs for both product categories; the order of product types was counter-balanced). Based on the findings of the 2014 Consumer Market Scoreboard[63], consumer credit provided by a bank and ADSL internet subscription provided by a local Internet Service Provider were selected due to their particularly low levels of consumer trust and high numbers of complaints.

In contrast to the product category, the ***presentation of the T&Cs*** and the ***fairness of the T&Cs*** were manipulated between subjects (i.e. respondents saw only one version). The T&Cs were presented in one of three ways: (1) full standard T&Cs, (2) a prominently presented summary of the key T&Cs; and (3) a prominently presented summary of the key T&Cs accompanied with graphical icons. In each category, the T&Cs were either "normal" or contained unfair clauses.

The experiment assessed respondents' ***intention to buy from the specific seller*** and respondents' ***readership of T&Cs, perceived fairness of the T&Cs*** and ***comprehension of the fairness of the T&Cs.***

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63 European Commission DG Sanco (2014). Consumer Markets Scoreboad (2014): *Making markets work for customers*, European Commission DG Sanco. http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/10_edition/docs/consumer_market_brochure_141027_en.pdf, last viewed on 16/12/2016.

c) Experiment 3: Effects of durability and reparability information on consumers' behaviour

The third experiment investigated whether consumers take durability and reparability information into consideration if such information is provided. The design of this experiment was a 3 (durability information) x 3 (reparability information) x 3 (product category) mixed-factorial design.

Respondents were presented with a scenario where they were looking for a certain product. The ***product-manipulation*** was within subjects and all respondents were given a decision-making task for three different products. To study different categories of consumer goods, the products were a *washing machine* (large consumer good), *a TV* (medium consumer good) and a *smartphone* (small consumer good). For each product category, respondents were presented with six products, which varied in brand (fictitious), price and product characteristics, including in durability and reparability in those scenarios where this information was provided.

To examine the effect of durability and reparability information, these factors were manipulated separately, making it possible to investigate both the individual effects and the combined effects of durability and reparability information presented. Moreover, both the availability of this information, and how this information is presented was manipulated. There were three variations in the presence of ***durability information***: *(1)* absent, *(2)* minimum lifetime presented in years and *(3)* minimum lifetime presented in product specific usage units, such as the number of washing cycles for the washing machine. The manipulation of ***reparability information*** resulted in the following conditions: *(1)* absent, *(2)* ease of repairing, operationalised as the availability of spare parts and *(3)* the costs of replacing key parts.

The effect of both the presence of durability and reparability information and the presentation of this information was measured by assessing respondents' ***product choice*** and ***willingness to pay*** (for each of the products within each product category).

d) Experiment 4: Consumers' understanding and use of information (*Consumer Rights Directive & Unfair Commercial Practices Directive*)

Lastly, the fourth experiment examined the consumers' understanding and use of mandatory information. In particular, it investigated if *(1)* information requirements in the Consumer Rights Directive (CRD) are comprehensible and perceived as relevant by consumers and *(2)* if consumers consider (some) information requirements in the Unfair Commercial Practices Directive (UCPD) as redundant at the advertising stage given that the same information is also provided before the conclusion of the contract under the CRD. To address these two questions, Experiment 4 was divided into two sub-experiments and respondents were randomly assigned to only <u>one</u> of these.

In ***Experiment 4a*** (concerning the CRD), respondents saw one of three conditions. First, respondents were randomly divided over two products: streaming content and a smartphone. For the streaming content, the presentation of icons was manipulated. For each of the pieces of information required under the CRD, an icon was presented or absent. The other product (smartphone) was only presented with icons and never without. Therefore, the smartphone condition is not used to draw conclusions on the icon effect. For each of the information requirements under the CRD that was tested, respondents answered whether they understood the information (*self-reported* ***comprehension***) and whether they thought the information was important (***importance/relevance***). To further test respondents' ability to make use of the pre-contractual information required under the CRD, they were also given three short scenarios related to this information, for which they had to indicate what their rights

were in that situation or what they should have done according to the pre-contractual information that they had read before.

Experiment 4b (concerning the UCPD) only consisted of a survey and did not include any manipulations. Respondents were shown an advertisement screen, containing information required by the UCPD (Article 7(4)). Next, respondents saw the product information screen with the information required by the CRD. Subsequently, respondents were asked to answer questions on the ***(perceived) redundancy*** of the information provided on the advertisement screen.

For more information about the methodology of the studies, we would like to refer to Part II of this report: Chapter 1 for a detailed description of the methodology of the consumer survey, Chapter 2 and 3 for the methodology of the UCPD and CRD mystery shoppings and Chapters 4 to 7 for the methodology of the behavioural experiments. Moreover, the annexes of Part II provide the assessment sheets and questionnaires for all studies.

The main results of these activities are presented in the following chapters, whilst the detailed findings including differences and similarities between countries and socio-demographic profiles can be found in Part II of this report. Please note that due to the rounding of figures in certain cases, the total percentage in a table does not always add up exactly to 100 %, but a number very close to it (e.g. 99 or 101). When questions allow for several responses, percentages often add up to more than 100 %. Percentages shown in the graphics may display a difference of 1% compared to the tables because of the way previously-rounded percentages are added.

3. RELEVANCE OF CONSUMER RIGHTS: CONSUMER AWARENESS, ATTITUDE AND USE OF CONSUMER RIGHTS

3.1. Key results

This section of the report draws on the findings of the consumer survey, behavioural experiments and mystery shopping to provide insights into the current state of EU consumers' awareness about EU consumer rights and their perceived relevance and use of these rights.

Consumer ***awareness*** about their rights was tested in the consumer survey on the basis of concrete questions about concrete problems often encountered by consumers. The results show different findings for the different rights. While respondents were relatively well aware of their rights regarding misleading and aggressive commercial practices, unclear contract terms and the presentation of unit price information, awareness was relatively lower for rights regarding defective goods and unfair contract terms. There were also differences across the EU countries. It is particularly noticeable that respondents had a lower awareness about their specific national rights that go beyond the minimum EU requirements regarding defective goods.

Most respondents of the consumer survey perceived consumer rights *as important and* ***relevant***. First, as regards the factors in the decision-making process, the consumer rights-related factors of *'legal guarantee' for goods*, *clear and fair terms and conditions* and the *availability of means to obtain remedy or redress if something goes wrong* were seen as important by more than 80% of respondents. Amongst the various decision-making factors, only the purchase price was considered as more important. When asked about the practical relevance of the different consumer rights, respondents reported benefitting most from the unit price indication and the right to a legal guarantee; these were followed by rights concerning unfair terms and conditions, misleading or aggressive practices and unclear or ambiguous contract terms.

One major element of EU consumer law is transparency, i.e., mandatory information requirements for traders.

The results of the behavioural experiments show that **unit price information** helps respondents to choose the product representing the best possible deal. With the unit price information present, respondents shifted to buying packages that had lower unit prices and paid a lower average unit price. This effect was even larger in case of positive unit price-size relationship (larger packages cost more per unit).

The results of the behavioural experiment 4 regarding **pre-contractual information** according to the Consumer Rights Directive (CRD) show that respondents found this information both easy to understand and important for their purchasing decisions. Trying to further improve respondents' understanding of the information required under the CRD by using **icons** did not work, however.

As regards **mandatory information in advertising** that includes the product's price and description ("invitation to purchase" according to the UCPD), the results of the behavioural experiment 4b show that at least half of the respondents found most information elements required by the UCPD to be important already in the **advertisement**, even when the same information was later presented on the product information screen (i.e. at the pre-contractual stage, as required under the CRD). Only information about the geographical address of the trader and the complaint handling

arrangements was considered by a slight majority of respondents as redundant in the advertisement.

Also the results of the consumer survey show that at least half of respondents perceived all information items required under UCPD Article 7(4) and the unit price, as required under PID, as important in advertising. The information regarding *price*, *details about the product or service* and *information about additional delivery charges* was deemed particularly important. By contrast, *geographical address of the trader, unit price information*, *other information about the performance of the contract* and *information about complaint handling* were perceived as relatively less important in advertisements (but still more than half of respondents considered these information items important).

The inclusion of information on **durability and reparability of goods** steered respondents towards choosing more durable products and products that are easier to repair. Reparability information presented as the availability of spare parts was more effective in steering respondents towards choosing more reparable products than presenting reparability information as cost of repair. In fact, repair information presented as the cost of spare parts had a negative effect on respondents' choice for both more reparable products and more durable products.

Findings from the behavioural experiment on the presentation of standard **Terms & Conditions (T&Cs)** show that respondents' recognition of unfair terms and preference for traders offering fair standard T&Cs increased when T&Cs were presented in a summarised manner. On the other hand, the addition of icons did not further improve respondents' distinction between fair and unfair contract terms.

Lastly, consumer reactions to the practices of **charging a fee for certain payment methods** and **using pre-ticked boxes associated with the purchase of extra options,** which are subject to specific regulation under the CRD, were investigated. These practices had some negative effects on respondents' trust of and satisfaction with the retailer and their willingness to purchase goods from this retailer in the future.

3.2. Consumer awareness of their rights

Respondents' awareness of the consumer rights specified by the relevant EU directives was tested in the consumer survey[64] with practical questions about realistic scenarios that consumers often face. They were asked about:

- the right to see the price of products per unit of measurement (kg, litre, etc.);
- the right to a "legal guarantee"[65];
- the right to complain about misleading and aggressive practices and to have these practices ended by competent authorities or courts;
- when a contract includes unclear or ambiguous general terms, the right to have these terms interpreted in the consumer's favour;

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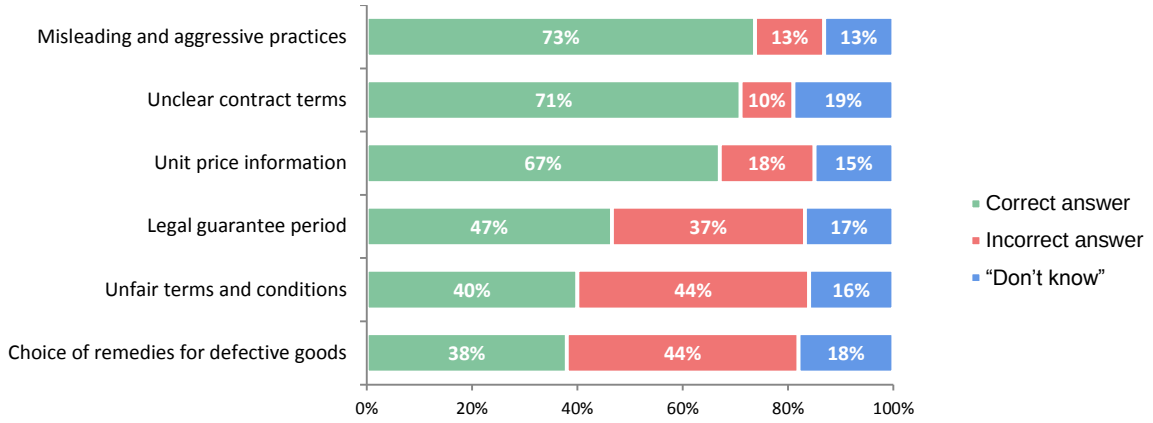
64 Detailed results of the consumer survey are provided in Chapter 1 of Part 2

65 The term "legal guarantee" is used in this report to refer generally to the seller's liability for defective goods. The respective consumer survey question did not refer to "legal guarantee" but rather used a neutral formulation.

- the right not to be bound by unfair terms and conditions.

Respondents were most knowledgeable (Figure 6) about their rights regarding *misleading and aggressive practices* (73%), *unclear contract terms* (71%) and *unit price information* (67%) as indicated by the high proportion of correct answers. In contrast, they knew less about the *length of the legal guarantee period* (47%), *their right to not be bound by unfair terms and conditions* (40%) and their *rights regarding the choice of remedies for defective goods* (38%).

Figure 6 Overview of the awareness of the consumer rights.



These three lowest scoring rights should be examined further. Awareness of the legal guarantee period was lowest for respondents in countries with a longer/unlimited legal guarantee period: Ireland, the UK, the Netherlands, Finland and Sweden were the bottom five in terms of awareness of this consumer right. Actually, in these countries, many respondents assumed that the EU-wide 2-year period applies. This suggests that consumer awareness of the EU–wide right in this area is higher than that under national legislation.

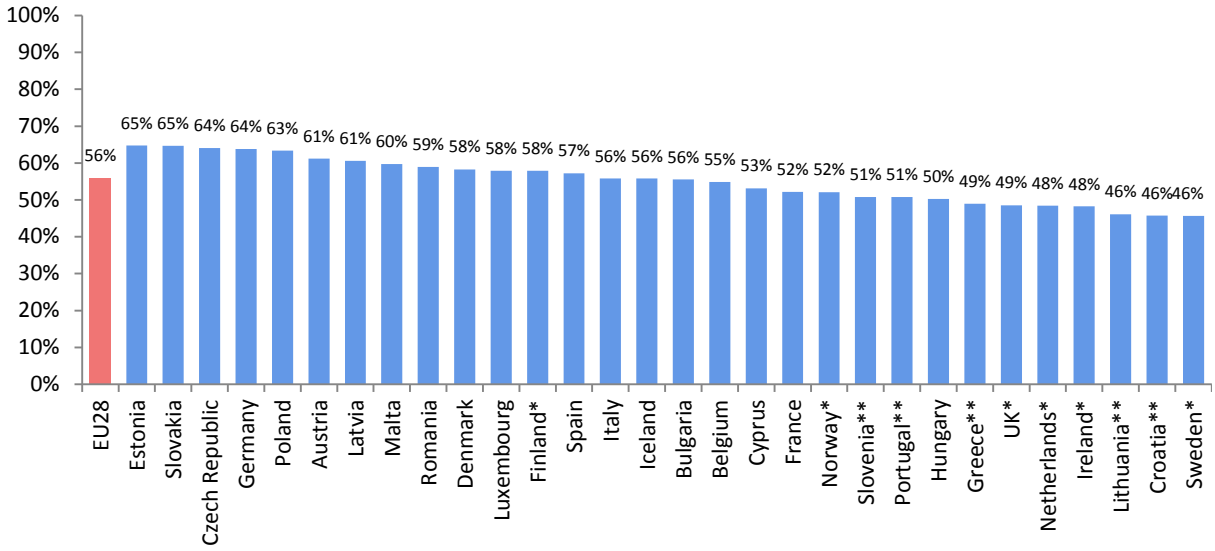
Similarly, respondents' awareness of their rights concerning the choice of remedies for defective goods was also often relatively lower in countries where national legislation goes beyond the respective EU Directive. Respondents from Croatia, Lithuania, Slovenia, Portugal and Greece all had low awareness of the applicable national regulations in this area. Exceptions were Ireland and the UK, respectively scoring equal to and higher than the EU28 average.

A *consumer rights awareness index*[66] shows that on average EU28 respondents answered 56% of the consumer rights questions correctly (see Figure 7). The awareness ranges from 46% in Sweden, Croatia and Lithuania to 65% in Estonia and Slovakia. It is quite noticeable that respondents were less aware about the national rules concerning defective goods in those countries that go beyond the minimum EU requirements regarding the length of the guarantee period (countries marked by *) and regarding the choice of remedies for defective products (countries marked with **). Out of the 10 lowest scoring countries, in nine countries national legislation goes beyond EU minimum requirements in this area. The only exception is Hungary, which adheres to the minimum EU rules on these issues but still scores relatively low on awareness. Another exception is Finland, where the legal guarantee period is not fixed by law and were respondents

[66] The consumer awareness index was computed to indicate the percentage of awareness questions that respondents of this survey could answer correctly.

scored a little higher (58%) than the EU28 average on the consumer rights awareness index.

Figure 7 Consumer rights awareness index at country level[67]



On average (see Figure 8), EU13 respondents (64%) show a slightly higher awareness than EU15 respondents (55%) and than the EU28 average (60%). A deeper socio-demographic analysis shows that that men were more knowledgeable than women (62% vs. 57%); and 55+ year old respondents were more aware than 35-54 year old respondents, who in turn were more aware than 18-34 year old respondents (respectively 63% vs. 60% vs. 55%). A higher education qualification also has a slightly more positive effect on levels of consumer rights awareness: the higher the education level, the more aware people are of their consumer rights. Lastly, respondents in a better financial situation (61%) are more aware of their consumer rights than respondents in a difficult financial situation (59%).

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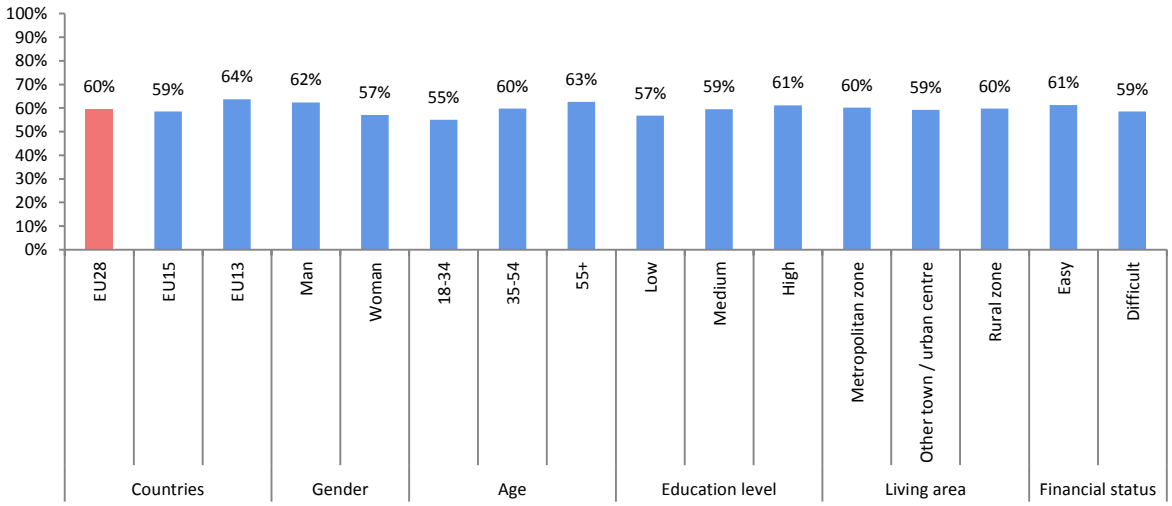
67 * Countries with an extended liability period for sellers are: the UK (5 or 6 years), Ireland (6 years), the Netherlands (no time limit fixed in legislation), Finland (no time limit fixed in legislation), Sweden (3 years) and Norway (2 years normally, and 5 years for goods with a longer expected lifespan).

** Countries allowing free choice of remedies in the case of a defective good are: Croatia, Greece, Lithuania, Portugal and Slovenia (i.e. consumers have the choice of asking directly for a price reduction or rescission of the contract); In the UK and Ireland respondents can ask for an immediate refund within a 30 day period (the right to reject).

Figure 8 Consumer rights awareness index for socio-demographic profiles



Previous findings about consumer rights awareness

As in the current findings, previous studies have shown that many consumers are not aware of their rights (see Table 7). According to the Consumer Conditions Scoreboard 2015[68], only 9% of European consumers were able to correctly reply to all three questions about consumer rights. Only 41% of respondents knew that they have the right to a free repair or a replacement if their goods are defective (as provided for in the Consumer Sales Directive); just one third (33%) knew that they do not need to pay for or return unsolicited products and 56% were aware that they have a right to a "cooling-off" period when purchasing goods at a distance (as provided for in the Consumer Rights Directive). The Consumer Scoreboard also compared the average percentage of correct answers given to these statements with the 2012 figures[69], showing a small rise from 41% to 43%. In contrast, the proportion of European consumers who knew the correct answers to all questions decreased from 12% to 9%.

Table 7 Consumers' knowledge of the legislation protecting their rights (Consumer Conditions Scoreboard 2015)

Percentage of consumers who correctly replied to questions about:	
A "cooling-off" period in relation to distance purchases	56%
A free repair or replacement of defective goods	41%
Unsolicited products	33%

68 European Commission DG Justice and Consumers. (2014). Consumer Conditions Scoreboard: Consumers at home in the Single Market, 2015 edition. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/11_edition/docs/ccs2015scoreboard_en.pdf

69 European Commission DG Justice and Consumers. (2013). Consumer Conditions Scoreboard: Consumers at home in the Single Market, 2013 edition. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/9_edition/docs/cms_9_en.pdf

Respondents answering all questions correctly	9%	
Average percentage of correct answers to the above three questions	**2014**	**2012**
	43%	41%
Respondents answering all questions correctly[70]	**2014**	**2012**
	9%	12%

The recent (December 2015) consumer market study on the functioning of legal and commercial guarantees for consumers in the EU[71] reported that between 72% and 97% of consumers knew that the legal guarantee under the Consumer Sales Directive covers breakdown or failure because of a material or manufacturing fault. Furthermore, only 35% were aware of the specific legal guarantee period in their country. Another recent consumer survey on 'Identifying the main cross-border obstacles of the Digital Single Market and where they matter most' shows that only 9% of EU28 online consumers correctly identified the latest stage when they have the right to withdraw from the purchase of digital content and get their money back according to the Consumer Rights Directive[72].

3.3. Relevance of consumer rights

While respondents differed in their awareness about their consumer rights, results of the consumer survey also show whether they consider these rights as relevant i.e. whether they consider them important in their decision-making and beneficial in practice[73].

3.3.1. Importance of consumer rights in decision-making

First, respondents' perceptions of the importance of consumer rights amongst other decision-making factors were considered. Figure 9 presents the factors evaluated, with four consumer rights-related factors presented in *blue*. At least two thirds of consumer survey respondents evaluated all consumer rights-related factors as 'important' or 'very important'. The legal guarantee period for goods, clear and fair terms and conditions and the availability of means to obtain remedy or redress if something goes wrong were, on average, seen as highly important factors. Only *the price of a good or service* was considered more important than these three consumer rights-related factors. By contrast, delivery costs, language and delivery time were perceived as less important. This overview combines the perceived importance of consumer rights when purchasing

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70 The proportion of respondents answering all questions correctly was based on four questions in 2012, while it was based on 3 questions in 2014.

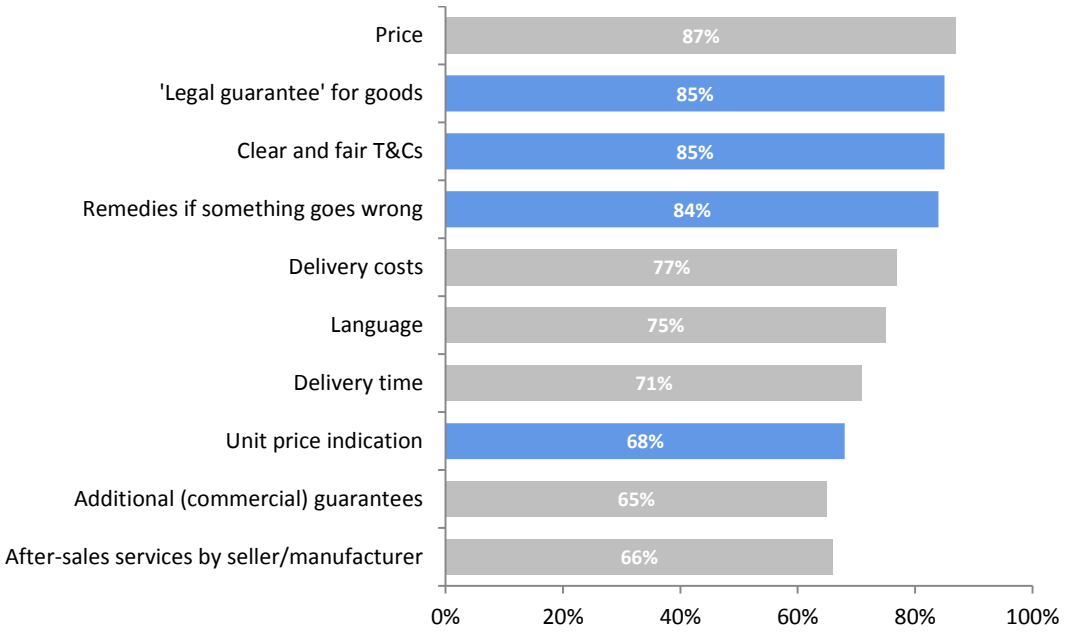
71 European Commission DG Justice and Consumers. (2015). Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/market_studies/docs/legalguaranteesfinal_report_en.pdf

72 European Commission (n.d.) Obstacles to the Digital Single Market. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/market_studies/obstacles_dsm/index_en.htm

73 Detailed results of the consumer survey are provided in Chapter 1 of Part 2

goods both online or offline. The findings for each sales channel taken individually are very similar.

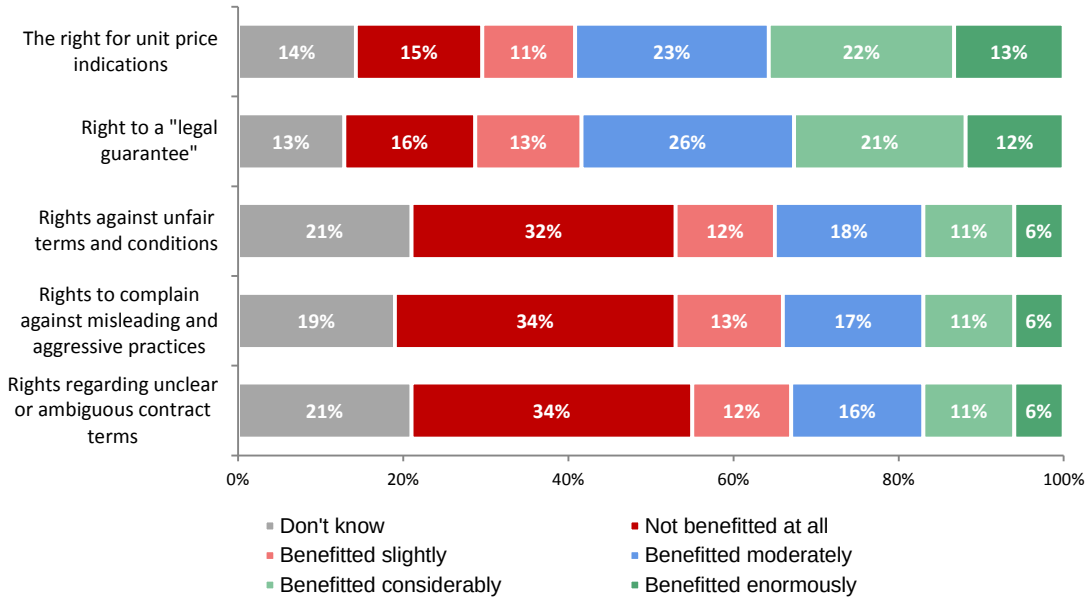
Figure 9 Importance of factors in the decision-making process (consumer rights factors are presented in blue)



3.3.2. Benefits of consumer rights

Another aspect of the relevance of consumer rights is the degree to which consumers benefit from these rights in practice. In this regard, the consumer survey respondents indicated that they benefitted most from the right to see unit price information and the legal *guarantee* (Figure 10). Respectively 35% and 33% of respondents said they benefitted enormously or considerably from these two rights. In contrast, respondents indicated having benefitted relatively less from the rights related to *unfair terms and conditions*, *misleading and aggressive practices* and *unclear or ambiguous general terms*.

Figure 10 Benefits of consumer rights



These results may be explained by the fact that, in their daily lives, consumers are more often exposed to and use unit price information or have to deal with problems with defective goods that are covered by the legal guarantee. These rights may therefore be regarded as bringing more benefits and being more practical, whilst the other listed rights concerning misleading and aggressive practices or unfair or unclear or ambiguous contract terms have to be exercised less often .

Consistently, cross-comparing respondents' reported benefits from consumer rights with their awareness of the same rights shows that a higher awareness about the regulations regarding unit price indication, the legal guarantee and unclear and unintelligible contract terms correlates with higher reported benefits of these rights.

3.4. Understanding and relevance of information provided by traders

This section discusses how consumers understand and use mandatory consumer information - unit price information, pre-contractual information and the information that has to be presented in advertisements. Additionally, this section looks at the effects of durability and reparability information. The findings of this section are based on the behavioural experiments.

3.4.1. The relevance of unit price information

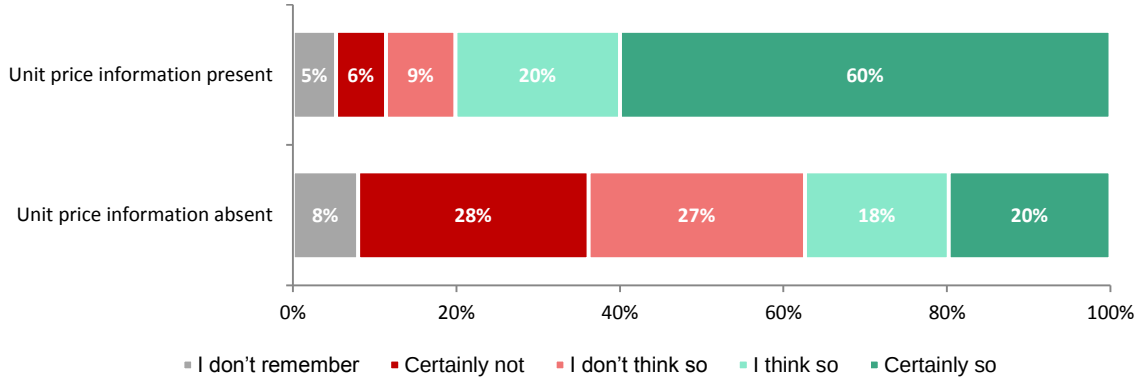
According to the **Price Indication Directive** (98/6/EC)[74], traders have to indicate both the selling price and the unit price. This information should enable value-conscious shoppers to better evaluate and compare the price of products and make informed choices based on price comparisons. The available research suggests that consumer use

[74] Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:31998L0006

of unit price information is limited[75]. Behavioural experiment 1, provided up-to-date insights into consumer use of and impact of the unit price information[76].

The unit price information was noticed by respondents (Figure 11). When no unit price information was available, most respondents were certain (28%) or thought (27%) that the product information contained no unit prices. When unit price information was available, the majority of respondents were 'certain' that this information was available (60%), followed by 20% 'thinking' that this was the case. Hence, respondents seem quite aware of whether unit prices are present, particularly when they are.

Figure 11 Awareness of the presence of unit price information



Moreover, when unit price information was available, most respondents said that they used it in decision-making. If unit price information was absent, most respondents said that they still roughly estimated the unit price themselves.

The experiment results show that the presence of unit price information affects respondent's decision-making behaviour. When respondents had to indicate the product with the lowest unit price (i.e. ***unit price comprehension***) the indication of the unit price had strong impact. When unit price information was present, a majority of respondents (65%-72%) did select the product with the lowest unit price. By contrast, when unit price information was absent, only 39%-45% of the respondents selected the correct product when the unit price-size relationship was negative and 26%-28% when the unit price-size relationship was positive. This difference in findings between the positive and negative unit price-size relationship may be due to consumers' general belief that larger packages are cheaper per unit, which is not always true.

When unit price information was available, respondents shifted to buying larger packages that had lower unit prices (negative unit price-size relationship). There was an even larger shift to buying smaller packages where those had lower unit prices (positive unit-price size relationship) compared to the situation where the unit price was not indicated. As a result, the **average price per unit paid** (see Figure 12) decreased when unit price information was present, thus indicating that this information is used in decision-making. Again, this decrease was larger for a positive unit price-size relationship than for a negative unit price-size relationship. For detergents, the effect of unit price information did not depend on the ways this information was presented – the outcomes were not affected by whether the unit price was given per litre or per wash load.

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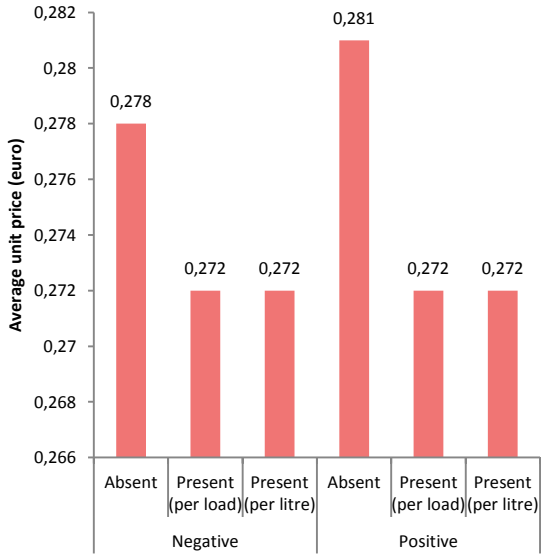
75 Mitchell, V-W., D. Lennard, & P. McGoldrick (2003). Consumer Awareness, Understanding, and Usage of Unit Pricing, *British Journal of Management*, vol. 14, 173-187.

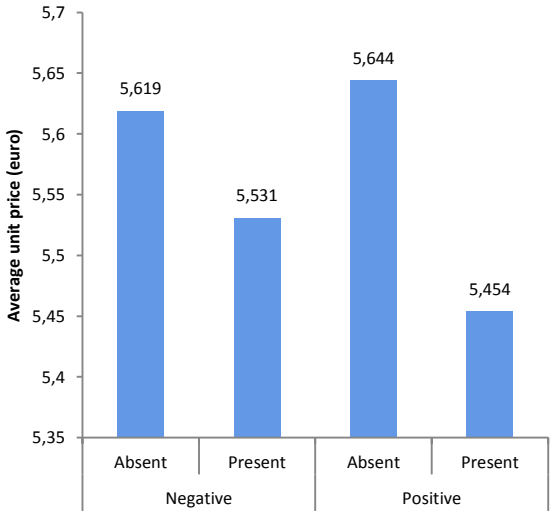
76 Detailed results of behavioural experiment 1 are provided in Chapter 4 of Part 2

Figure 12 The effect of unit price information on the average unit price paid

a) Detergents



b) Cookies



The stronger effect for the positive unit price-size relationship can be explained by a general perception that unit prices decrease with increasing package size. The findings of the post-experiment survey, which was conducted after the respondents completed the unit price experiment, show that 78% of respondents said that larger-sized packages generally have the lowest unit prices. Consequently, it is likely that, in the absence of unit price information, respondents already chose larger packages in the belief that these packages offer a better deal. This left less room for a shift towards buying (even) larger packages when unit price information was added. By contrast, adding unit price information in a situation with a positive unit price-size relationship had a stronger effect in helping consumers to get a better deal.

While the presence of unit price information seems to have affected respondents' decisions in the experiment, the previously mentioned findings of the consumer survey (Figure 10) show that only about 58% of respondents benefitted at least moderately from their right to see the unit price. Hence, the effect of this information can still be increased. The survey results suggest that the relatively low level of awareness about the unit price right (67% - see Figure 6) and the relatively lower importance of this right in consumer decision-making (68% - see Figure 9) may explain the gap in results between the use of unit price information in the experiment and the reported use of this information in the consumer survey.

3.4.2. The relevance of pre-contractual information

According to the **Consumer Rights Directive (CRD)** traders are obliged to provide consumers with various information elements, in a clear and comprehensive manner, before the consumers are bound by contracts that fall within the scope of the Directive. Behavioural experiment 4[77] examined the degree to which respondents find pre-contractual information required under the CRD (CRD-required information items), comprehensible and relevant and how this information affects consumers' decisions.

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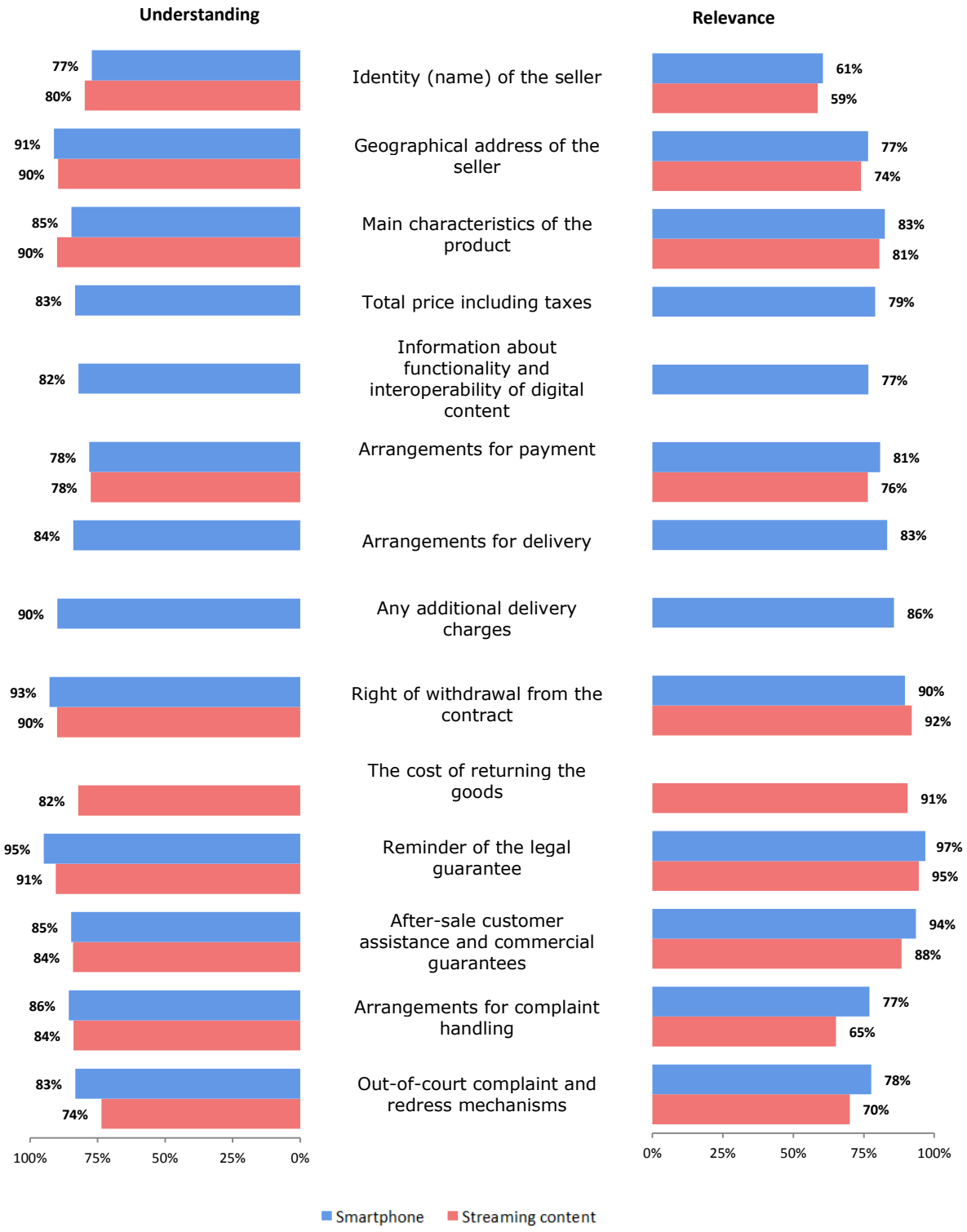
[77] Detailed results of the behaviourial experiment 4a are provided in Chapter 7 of Part 2

Respondents of the experiment evaluated their understanding and the perceived relevance of CRD information items for a product on a product information screen (a presentation of the tested information elements and the summary of the results are summarized in Figure 13). In general, perceived comprehension and relevance of the pre-contractual information is high. At least 74% of respondents indicated that they fully understood the CRD-required information items on the product information screens for both products (i.e. smartphone and streaming movies), as indicated by the values of the left side of Figure 13. As is indicated by the values of the right side of Figure 13, the majority of respondents (at least 59%) found the CRD-required information items also relevant before making a decision to purchase the product.

Figure 13 Understanding and relevance of CRD pre-contractual information



Respondents were also able to use the pre-contractual information at a later point in time when the situation required that. Using scenario-based quiz questions, a majority of the respondents were able to use the pre-contractual information and chose the correct answers (the percentage of right answers ranges from 68% to 96%).

For some CRD-required information items, respondents' (self-reported) understanding of the information depends on their ***experience with e-commerce*** and their ***experience with purchasing the product type***. For streaming content, understanding of the information required under the CRD indeed depends on *experience with e-commerce*, and this is the case for all CRD-required information items. For smartphones, understanding depends on experience with e-commerce as regards the *identity of the seller*, *geographical address of the seller* and *information about the cost of returning the goods*. For all these information items, experience with e-commerce is associated with a better understanding of the CRD-required information.

For streaming content, understanding of the information required by the CRD depends on *experience with purchasing the same product type* in the past. This is the case for all CRD-required information items, except for *total price including taxes*[78]. For smartphones, understanding also depends on experience with purchasing similar products for all information items, except for *arrangements for delivery* and *right of withdrawal from the contract*.[79] For all these items, experience with e-commerce is associated with a better understanding of the CRD-required information.[80]

Interestingly, no effects of *consumer rights expertise* in understanding CRD information elements were found for most of the required information related to streaming content[81] and for all information items of smartphones. Thus, it appears that experts do not indicate that they understand the information better than non-experts do.[82] This is positive, as it indicates that CRD-required information is accessible to a wide range of consumers and not only to those familiar with consumer law.

Lastly, consumers' understanding of information required by the CRD is high in all countries and in all countries a majority of respondents understood the CRD-required information. On most CRD-required information items, there are no differences between countries as concerns consumers' understanding. The few differences that can be observed vary across the different CRD-required information items, not showing any particular trend.

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78 This may be due to a *ceiling effect*: Understanding is already so high in the group of consumers who have no experience with streaming or downloading that there is no room for an increase in the groups of consumers with experience.

79 Although the effects of experience with purchasing the product are marginally significant for these two items.

80 Unexpectedly, however, for smartphones, CRD-required items are sometimes better understood in the group of consumers who have bought smartphones a couple of times (medium experience) than in the group of consumers who have often bought smartphones (extensive experience).

81 Except for *geographical address of the seller* and *main characteristics of the product*, but these main effects are qualified by significant expert × icon interaction effects.

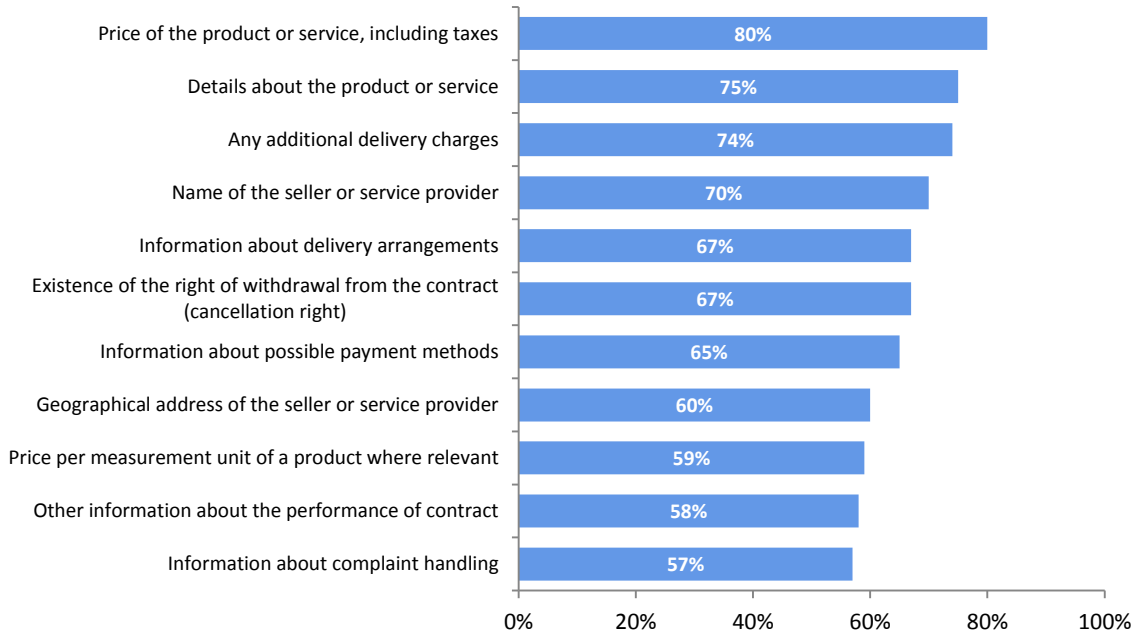
82 Understanding was self-reported by respondents.

3.4.3. The relevance of information requirements in advertising

According to the Unfair Commercial Practices Directive (UCPD), certain information items have to be presented in advertisements which include a description of the product and its price (Article 7(4) UCPD sets out information requirements for the "invitation to purchase")[83]. In addition, under the Price Indication Directive (PID), the selling price and the unit price must be indicated at both the advertising and the pre-contractual stage. It is interesting to examine which information is important to consumers in advertisements falling within the scope of Article 7(4) UCPD, knowing that they will find the same and even more information about the product and contract terms when actually visiting the (online) shop (as the CRD-required information items must be provided at that later stage of the transaction).

The results of the consumer survey[84] show that at least half of respondents perceived all information items required under UCPD Article 7(4) and the unit price, as required under PID, as important in advertising (see Figure 14). The information regarding *price information*, *details about the product or service* and *information about additional delivery charges* were particularly important. By contrast*, geographical address of the trader, unit price information, other information about the performance of the contract* and *information about complaint handling* were perceived as relatively less important in advertisements (but still more than half of respondents considered these information items important).

Figure 14 Perceived importance of information presented in advertisement[85]



83 Namely: (subject to the limitations of the used communication medium) the main characteristics of the product, the trader's identity and address, the full price, the existence of the right of withdrawal (where applicable) and arrangements for payment, delivery, performance and complaint handling policy (if such arrangements depart from the requirements of professional diligence

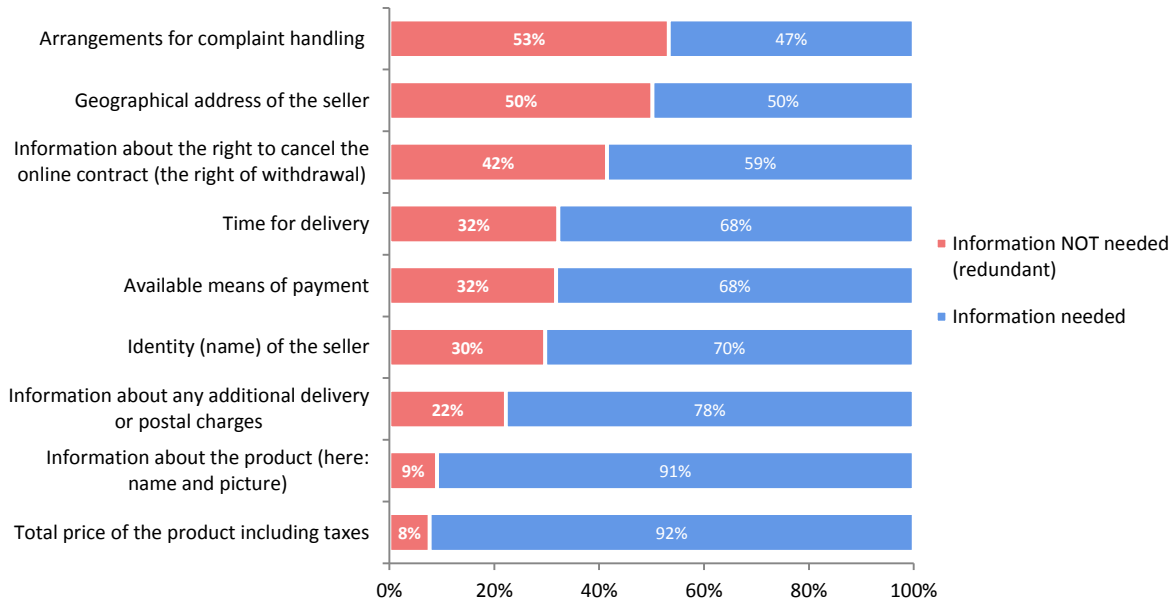
84 For detailed results of the consumer survey, see Chapter 1 of Part 2.

85 Based on Question 10 of the consumer survey

In addition, as part of the behavioural experiment 4, respondents were also asked to indicate if they perceived any information required under the UCPD at the advertising stage as redundant when presented with a simulation of a real-life advertisement and subsequent detailed product information as required under the CRD[86]. Most respondents indicated that they would need most of the information provided in the advertisement (Figure 15). Only for *arrangements for complaint handling* and *geographical address of the seller* did a slight majority of respondents indicate that they did not need to receive this information already in the advertisement.

The perceived redundancy of UCPD-required information items depended on consumers' experience with e-commerce and their experience with purchasing the product in the past, as well as their expertise in consumer law. However, the direction of this relationship was dependent on the specific information requirement[87].

Figure 15 Perceived redundancy of UCPD information items



3.4.4. The relevance of durability and reparability information

Durability of products has become increasingly important in the political context and under the Ecodesign Directive[88]; some first steps have been taken to introduce minimum durability requirements for products such as vacuum cleaners and lightbulbs. A possible

86 In experiment 4b, respondents were given the advertisement of a smartphone according to Article 7(4) UCPD and, upon clicking on the advertising, a product information screen according to the CRD. For detailed results of the behavioural experiment 4b see Chapter 7 of Part 2.

87 Experienced online shoppers were less interested in arrangements for complaint handling, the right of withdrawal and the time for delivery, while they were more interested in information about the product and the total price of the product including taxes. Respondents that had purchased this type of product before, were less interested in the right of withdrawal. Available means of payment was perceived as more interesting for respondents with no or a lot of experience with buying this type of product.

88 Directive 2009/125/EC of the European Parliament and the Council of 21 October 2009 establishing a framework for the setting of eco-design requirements for energy-related products. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32009L0125&from=EN.

way to promote choices for more sustainable consumption is providing information on the durability and reparability of products. Consumers appear to be interested in receiving such information[89].

Experiment 3[90] therefore analysed whether consumers would use such information and the effect of this information on consumers' economic decisions. The main findings are that providing information on the durability of products facilitates the choice of more durable products (irrespective of the type of durability information[91]) and providing information on the reparability of products facilitates choice of products that are easier or less costly to repair. Regarding reparability information, information on the availability of spare parts had a bigger effect on respondents' choice than information on the costs of spare parts.

Presenting durability and reparability also affected respondents' willingness-to-pay (WTP) for products with higher (versus lower) durability and/or willingness-to-pay for products with higher (versus) lower reparability. Figure 16 presents the condition in which the information was absent as the baseline condition against which the effect of information provision was tested. Concretely, this means that any difference in WTP between products in the absence of durability/reparability information reflects a preference for a certain product over others than durability/reparability (such as various product characteristics). Changes in WTP relative to the baseline condition reflect the effect of the durability and/or reparability information.

While respondents were willing to pay more for durable products when durability information was present[92] (105 vs. 99), the effect of reparability information on willingness-to-pay for reparability was strongly dependent on the type of information that was provided. When reparability information was presented in *availability of spare parts*, respondents were willing to pay more for reparable products (104 vs. 99). However, when information was provided on the average costs of spare parts, the willingness-to-pay for reparability dropped not only for products with high spare parts costs (low reparability; 90) but even for products with low spare parts costs (high reparability; 88). The type of reparability information also has an effect on the willingness to pay for durability. If reparability information was presented in terms of the availability of spare parts, respondents' WTP for products with longer availability of spare parts increased, even if this product scored low on durability. Hence, as illustrated in Figure 16, WTP for more durable products decreases slightly. However, when reparability information was provided in terms of the average costs of spare parts, respondents' WTP decreases substantially, for both products with high and low durability. A potential explanation is that respondents were negatively surprised about the costs of repairing. This may have moved them towards lower priced alternatives, which were also less durable.

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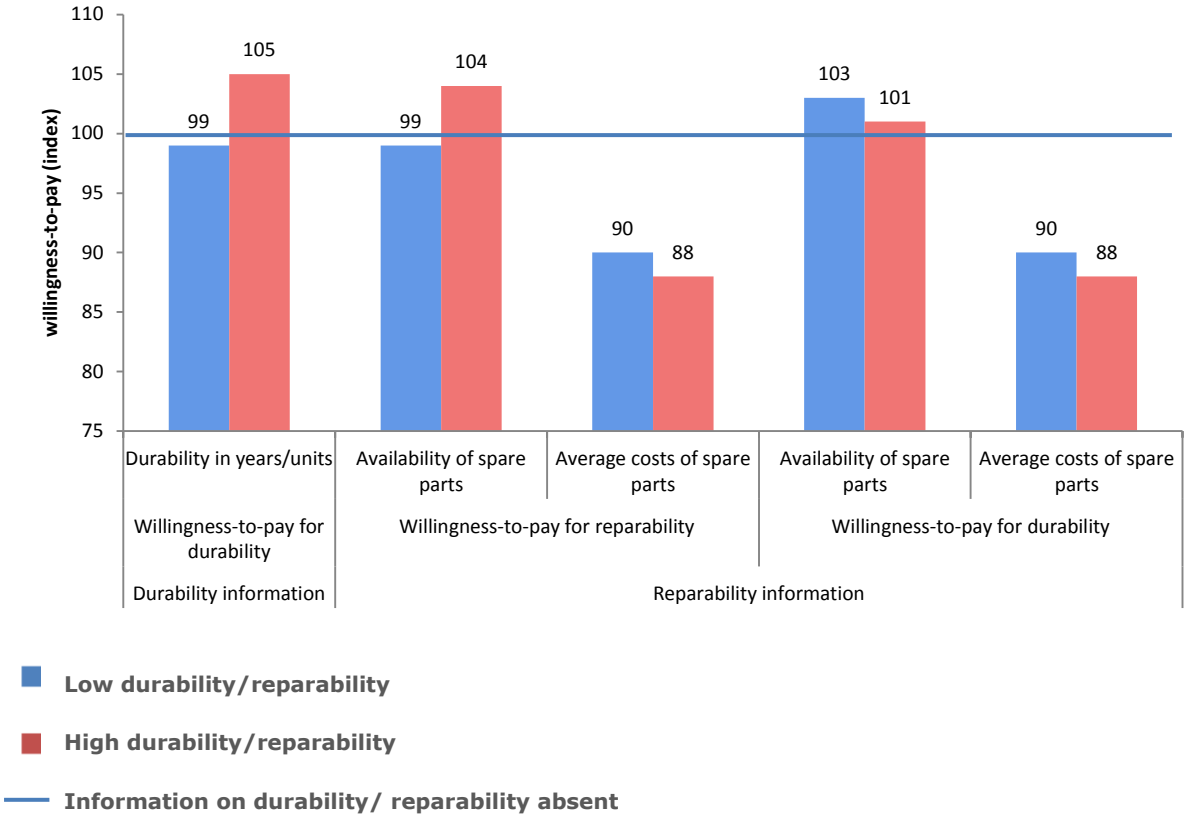
89 European Commission (2013). Flash Eurobarometer 367 - Attitudes of Europeans towards building the single market for green products.

90 For detailed results of behavioural experiment 3, see Chapter 6 of Part 2.

91 Durability was either presented in years or usage units (such as wash cycles for washing machines)

92 The effect of durability information is independent of the type of information (i.e. durability in years versus units), and hence presented together in Figure 16.

Figure 16 Willingness-to-pay (index[93]) for durability and reparability depends on durability information and reparability information



The findings further illustrate that the effects of the durability and/or reparability information are stronger for some groups of respondents than for others, particularly for respondents scoring relatively high on repairing broken products (and thus relatively low on replacing broken products), highly assertive consumers and consumers with a high pro-environmental self-identity. However, for all respondent groups[94], the presence of durability information results in a higher likelihood that one of the most durable products is chosen. Also, for all consumer groups, presenting the information in terms of ease of repairing (i.e., the availability of spare parts) was more effective than presenting the information in terms of cost of spare parts. This difference is even somewhat stronger for respondents with a relatively good financial situation than for respondents with a relatively bad financial situation.

93 The calculation of the willingness-to-pay index is detailed in the Experiment 3 report provided in Part II, Chapter 4. The findings show the respondents' willingness-to-pay relative to the baseline (of information being absent).

94 See Part II, Chapter 4 for differences between consumer characteristics (low vs. high replacers; good vs. bad financial situation; low vs. high assertiveness) and between countries.

3.5. Effects of different ways of presenting consumer information

Consumer use of information may depend on the way it is presented to them. The use of information summaries and icons may facilitate understanding and use of information provided by traders and/or required under EU consumer and marketing law. This section looks at two different cases: firstly, the impact of different ways of presenting information in the comprehension and use of terms and conditions; and secondly, the use of icons to facilitate consumer understanding of pre-contractual information as required under the CRD.

3.5.1. The effect of different ways of presenting terms and conditions

The **Unfair Contract Terms Directive (93/13/EEC)** protects consumers from unfair terms in consumer contracts. Unfair terms are not binding on consumers. However, enforcing this right in a dispute with a trader may require time and resources. Therefore, ideally the consumers should refrain from engaging with traders who impose unfair contract terms. In this context, they obviously need to understand the terms and conditions. However, many consumers do not read the T&Cs in particular because they are too voluminous and difficult to read[95].

Hence, the behavioural experiment 2[96] investigated whether a more user-friendly (summary) format of presenting the T&Cs results in better consumer understanding of the fairness/unfairness of contract terms and more consumers choosing traders that offer fair standard terms. The respondents were presented with one variant of T&Cs that did not include terms which would be likely regarded as unfair in real life and a second variant including such terms. Furthermore, each variant was presented in three different ways: a standard presentation of the T&Cs, a summary of key terms presented prominently and a summary of key terms presented prominently with icons.

Adjusting the way T&Cs are presented might increase the degree to which consumers understand and use the information. Providing a summary of the key terms could decrease the effort it takes to read and understand the T&Cs and, in turn, increase the chances that consumers read (parts of) the T&Cs and notice (possible) unfair terms. Moreover, the use of icons to identify the information categories might increase the visual attractiveness of the text, which has been shown to influence consumers' intention to read, and to facilitate comprehension and memory.

The ***summarised T&Cs*** appeared to be more effective in all aspects, while adding icons to the summary seemed to have no additional beneficial effects. Respondents read summarised T&Cs more thoroughly than standard (long) T&Cs and spend about the same time reading summarised T&Cs (without icons) as they spend on standard T&Cs, thus indicating that they read a higher proportion of the text (Figure 17). Adding ***icons*** to the summarised version did not further change self-reported readership, nor affected the time respondents spent on the T&Cs page.

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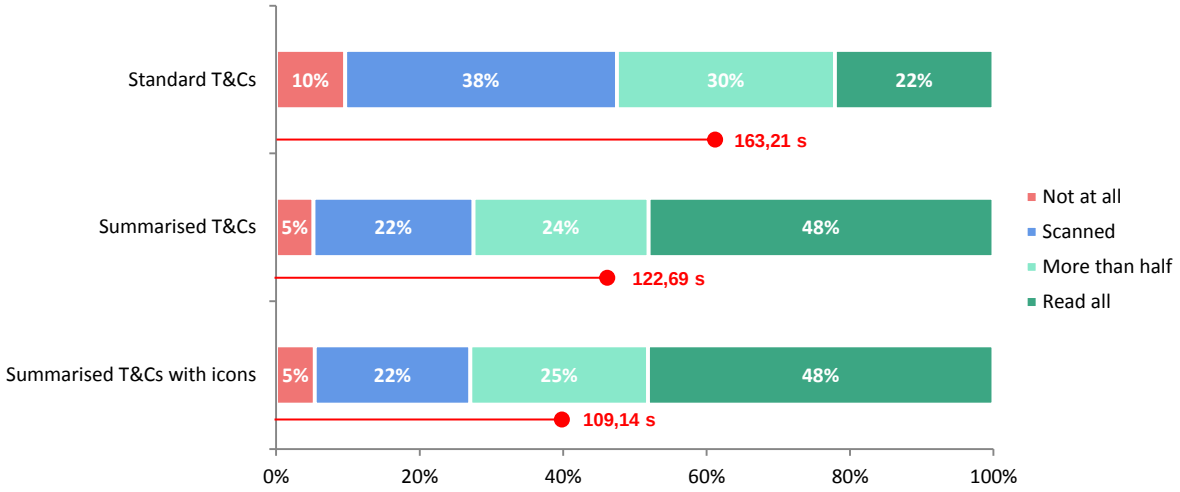
[95] European Commission (2015). Consumers' attitudes to Terms and Conditions (T&Cs). Retrieved from http://ec.europa.eu/consumers/consumer_evidence/behavioural_research/consumers_attitudes_terms_conditions/index_en.htm, last viewed on 16/12/2016.

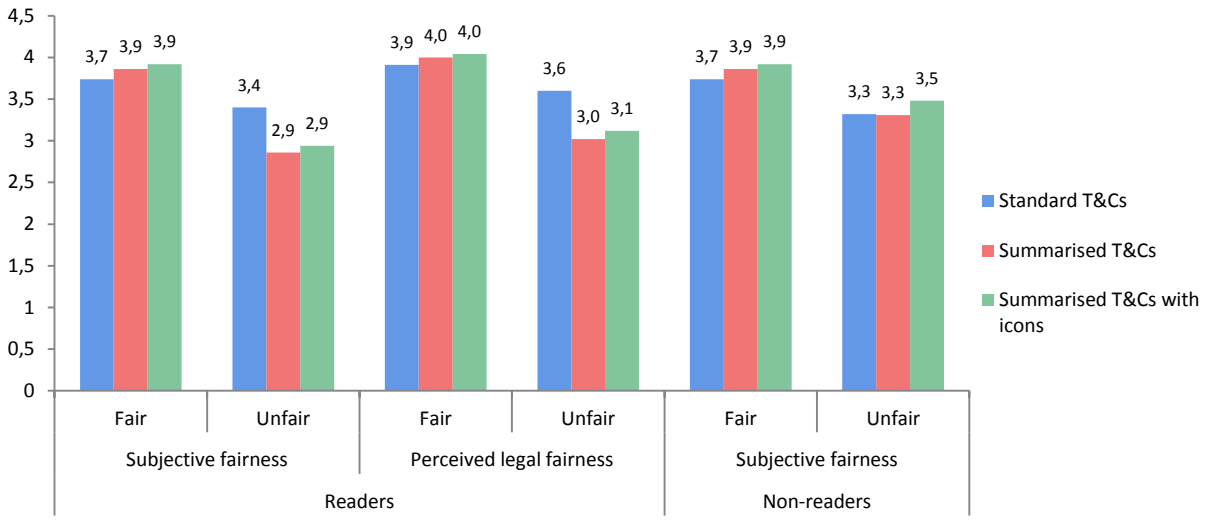
[96] For detailed results of behavioural experiment 2, see Chapter 5 of Part 2.

Figure 17 Self-reported readership (in percentage) and time spent on the T&Cs (in seconds)



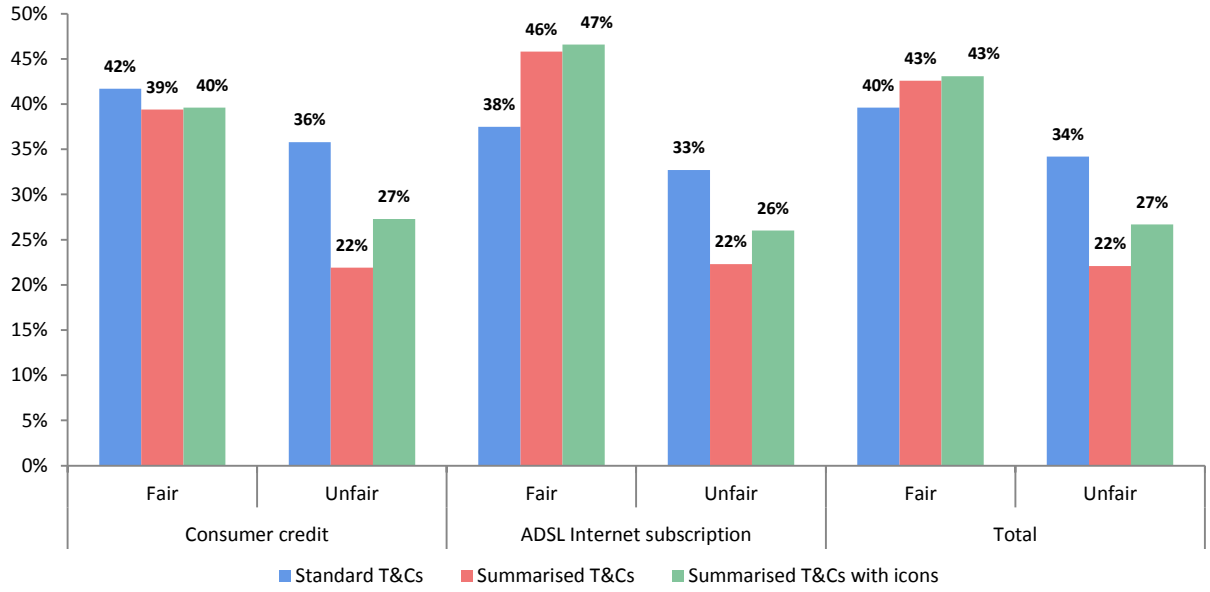
Perceptions of fairness were also affected by the presentation format. While respondents hardly distinguished between fair and unfair T&Cs when they were presented in the standard (long) format, respondents were able to more accurately distinguish between fair and unfair T&Cs presented in summarised form. Both consumers' own perceptions of fairness and their perceptions of legal fairness of the T&Cs were more in line with the actual fairness of the T&Cs when they were presented in a summarised format (Figure 18). Concretely, respondents perceived the fair terms in the ***summarised versions*** as both subjectively and legally fairer and the unfair terms in the summarised version as both more subjectively and legally unfair than when presented in the standard (long) format. When comparing the summarised T&Cs with or without ***icons***, the results show that readers perceive the fair T&Cs as equally fair across the two versions, while they perceive the unfair T&Cs as slightly more unfair in the version without icons.

Figure 18 Subjective fairness and perceived legal fairness of terms & conditions[97]



Consistently, this increased distinction between unfair and fair terms was reflected in respondents' intention to buy the product. Having been presented with ***summarised T&Cs***, consumers were more likely to buy from a seller with fair T&Cs than from a seller with unfair T&Cs. This was particularly due to differences on unfair T&Cs: Consumers were significantly less likely to buy from a seller with unfair T&Cs when T&Cs were summarised compared to standard (long). This difference was larger when no ***icons*** were used (see Figure 19 for a summary).

Figure 19 Effect of information presentation on intention to buy from seller



[97] Subjective and perceived legal fairness were evaluated on a 7-point scale: 1 = very unfair, 7 = very fair.

3.5.2. The effects of presenting information by icons for understanding and using pre-contractual information (CRD)

The use of icons may have the potential to facilitate consumers' understanding of pre-contractual information items required under the Consumer Rights Directive (CRD). The findings in section 3.4.2 showed that respondents generally understood CRD-required information items quite well when presented as text in a table format. It is therefore interesting to study whether the visual aid of icons could further add to the comprehension of this information.

In fact, the findings of the behavioural experiment 4[98] (see Table 8) shows that the presence of icons had little effect on respondents' comprehension of CRD-required information items. Firstly, when icons were added, respondents' understanding of the information was relatively poorer. Particularly, for information such as *the identity of the seller, main characteristics of the product and out-of-court complaint and redress mechanisms*, more respondents understood the information when presented without icons as compared to when presented with icons. The negative impact of icons on respondents' understanding of CRD-required information items does not apply to respondents with expertise in consumer law. Expert respondents appeared to be less distracted by icons.

Furthermore, for perceived relevance and use of CRD-required information items, this study found that presentation with or without icons made little difference. A single exception is information on *the main characteristics of the product*, which is perceived as slightly more crucial when presented without icons.

Table 8 The impact of icons on the understanding and relevance percentages for CRD-required information items

	Understanding		Relevance	
	No icons	Icons	No icons	Icons
Identity (name) of the seller	**73.6%**	**68.4%**	70.0%	72.2%
Geographical address of the seller	83.9%	82.6%	65.1%	67.9%
Main characteristics of the product	**84.1%**	**75.2%**	**88.4%**	**85.1%**
Total price including taxes	90.5%	91.7%	94.5%	93.6%
Information about functionality and interoperability of digital content	82.2%	81.4%	90.5%	89.2%
Arrangements for payment	90.0%	89.5%	92.0%	90.7%
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	77.6%	74.9%	76.4%	78.5%
After-sale customer assistance and commercial guarantees	90.0%	89.9%	80.5%	80.8%
Arrangements for complaint handling	89.7%	88.2%	74.0%	75.4%
Out-of-court complaint and redress mechanisms	**79.8%**	**75.8%**	58.6%	61.7%

[98] For detailed results of behavioural experiment 4 see Chapter 7 of Part 2.

3.6. Effects on willingness to purchase and satisfaction with the purchase

The relevance of consumer rights can also be assessed by testing how breaches of consumer rights by traders affect satisfaction with an online purchase and confidence and trust in the seller and, hence consumers' willingness to purchase from the same seller in the future. This section focuses on two specific practices which are banned under the Consumer Rights Directive (CRD): *(1)* unjustified fees associated with choice of payment method (Art. 19) and *(2)* use of pre-ticked boxes to infer the consumer's express consent to additional payments (Art. 22). The findings presented in this section are based on the CRD mystery shopping experiment[99].

3.6.1. The effect of unjustified fees for the use of means of payment

According to Article 19 of the CRD, traders may not charge consumers fees that exceed the costs borne by the traders for the use of a specific means of payment. In practice, it is difficult to test traders' compliance with this provision, given the limited information that is publically available on costs incurred by traders by using specific means of payment. As part of the CRD mystery shopping, however, respondents were asked to indicate how these extra charges would affect them in a realistic shopping context, their overall satisfaction with the online purchase and their trust in the retailer.

Only a few of the retailers investigated charged costs for some payment methods (security software 5%, music downloads 10% and tangible goods 11%). The results indicate, however, that additional fees for particular payment methods may change consumers' choice of payment method. The results show that about half of the mystery shoppers twho encountered additional fees for their preferred payment method would ***change payment method*** if they were charged extra fees while buying a tangible good (55%). This number decreased to 29% for music downloads and even 0% for security software (the number of retailers checked in this mystery shopping exercise using this practice was particularly low for the music download sector (7 cases) and the security software sector (4 cases), not allowing meaningful conclusions).

About half of the respondents reported that extra fees affected their ***overall satisfaction with the purchase***, affected their ***trust in the seller*** and had an impact on their ***willingness to buy from the same seller in the future.***

In summary, while it is difficult to draw clear conclusions from the current CRD mystery shopping study, the findings suggest that charging fees for the payment method may affect the overall satisfaction, trust and willingness to purchase something in the future from the same seller.

3.6.2. Effect of the use of pre-ticked boxes

Retailers sometimes attempt to charge consumers extra costs by using pre-ticked or pre-filled boxes at various stages of the shopping process. Examples include extra travel insurance offered via means of a pre-ticked box during the purchase of an airplane ticket. However, when requesting extra payments in addition to the remuneration agreed upon for the trader's main contractual obligation, the CRD requires the trader to seek the express consent of the consumer[100]. Hence, consumers' consent cannot legally be inferred indirectly by using this method. Mystery shoppers were asked to rate how the use of such practices affects their trust in this specific seller and online sellers in general.

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[99] Detailed results of the CRD mystery shopping are provided in Chapter 3 of Part 2

[100] Article 22 CRD.

Dependent on the product type, mystery shoppers were relatively often offered selectable options that would cost them more. At least half of the security software sellers investigated (67% for one-off purchases and 46% for subscriptions) offered additional options to the mystery shoppers. However, it appears to be less frequently present for the other products investigated. Only a third of the tangible goods sellers (35%) offered selectable options. This percentage was as low as 7% in the case of music download sellers. If the seller offers selectable options that would cost the consumer more, they only rarely pre-select these options. While 53% of security software sellers offered this kind of option, only 17% pre-selected them. Approximately one in five sellers of tangible goods (19%) pre-ticked additional options. It is noticeable, however, that according to this mystery shopping experiment this happens more in the case of computer mice (28%) than USB sticks (11%). For security software, 20% of the retailers offering subscriptions and 13% of the retailers offering one-off purchases pre-ticked the additional options. For music download, 40% of the retailers that offered additional options pre-selected them. However, there were only 5 cases of selectable options for music downloads. Pre-selecting options for consumers, and thus offering options that they have not asked for as a default, affected ***consumers' trust*** towards the sellers and towards sellers in general. Around half of the mystery shoppers for tangible goods (62%) and security software (43%) who were confronted with pre-selected options stated that their trust was affected. Also, a little under a half of the respondents facing this issue said their trust towards security software sellers (43%) and tangible goods (46%) sellers in general was affected.

However, it is important to note that in the current research this practice was only demonstrated by 7 security software respondents and 9 tangible goods mystery shoppers.

4. CONSUMER PERCEPTIONS AND EXPERIENCE

4.1. Key findings

This section provides insights into consumer perceptions and experience:

What are consumers' views on the extent to which traders are compliant with consumer rights?

To what extent do consumers encounter problems overall and in particular in relation to information requirements and what do consumers do to exercise their rights?

The findings of the consumer survey show that respondents ***perceived traders' compliance with consumer rights*** as relatively high. Independent of the source of purchase (online/ offline, domestic or cross-border), a minimum of 45% of respondents evaluated traders as very or completely compliant, while a maximum of 11% of respondents thought that traders were slightly compliant or not compliant at all.

Still, many consumers reported having encountered various problems in the last year. The most frequently cited types of consumer rights problems were related to *misleading or aggressive commercial practices.* On the other hand, when asked to provide detailed information regarding their last problem, the most often chosen type of problem was *defective goods.*

The findings show that the occurrence of problems is somewhat dependent on the sales channel: in domestic and cross-border *offline shops*, the lack of unit price information was reported more often than in the case of *online shops*. In domestic and cross-border *offline shops*, problems with defective goods and misleading or aggressive commercial practices were reported more often than in *online shops*.

The findings of the CRD mystery shopping provide further insights into traders' compliance with consumer rights and into their compliance with the ***information requirements under the CRD***. Regarding *pre-contractual requirements*, the traders investigated complied with many of the CRD-required information items, usually providing information about the main characteristics, geographical details and delivery charges and any other costs. There are, however, some areas for potential improvement: for example, only 71% of the tangible goods sellers provided information about exact delivery costs.

Some of the CRD-required information items relate to the provision of information on the ***functionality and interoperability of digital content***. The findings for music downloads show that there is room for improvement on this. Apart from information on the file type and the functionality of music downloads, the majority of retailers failed to provide information about most of the digital content-specific characteristics (e.g. additional purchases required for making use of the music, interoperability of the music with computer hardware; compatibility with other software). These findings are not exclusive to music downloads, which is a product category whose specific characteristics might make this information superfluous, but also (to a lesser degree) apply to anti-virus security software.

CRD-required information items also include ***formal requirements regarding the conclusion of a distance contract*** (Art. 8(2) and 8(3) of the CRD were checked in the CRD mystery shopping exercise). More than half of all websites investigated presented information about the main characteristics and almost all websites investigated presented

the total price of the product and a designated "purchase button" or similar function to conclude the purchase, as required by the CRD. Also, most traders investigated complied with the CRD provisions that ban using pre-ticked boxes to infer consumers' consent to additional payments by means of default options (Article 22 CRD) and charging unjustified fees for the use of given means of payment (Article 19 CRD).

A potential problem area, however, is the withdrawal procedure. Fewer than half of the retailers investigated informed the consumers of their right to withdraw from the contract as required under Article 6(1)(h) CRD. This proportion was even lower for security software and for music downloads. Despite these issues of compliance with this pre-contractual information requirement, most retailers provided a satisfactory withdrawal procedure.

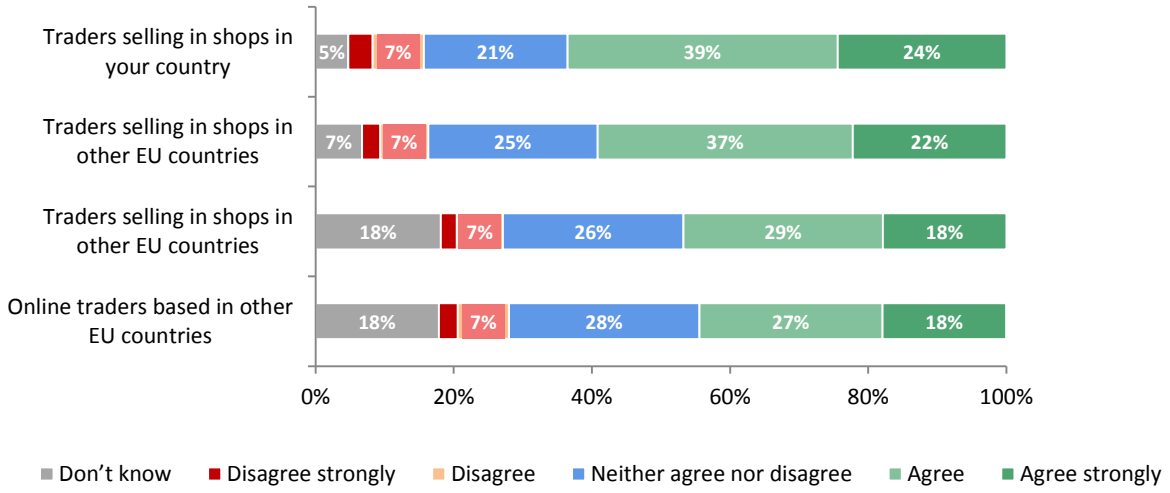
4.2. Traders' compliance with consumer rights

Traders' compliance with consumer rights was investigated from the consumers' standpoint, providing insights into respondents' perception of how different types of traders comply with their obligations towards consumers.

According to the consumer survey[101], depending on the type of trader between 45% and 63% of respondents "agreed" or "strongly agreed" that traders comply with consumer rights. A much smaller proportion of respondents "disagreed" or "strongly" disagreed with this statement (between 9% and 11%).

Traders in the respondent's own country were perceived to be more compliant with the consumer rights than foreign traders. Offline traders were perceived as slightly more compliant than online traders (Figure 20).

Figure 20 Compliance of different types of traders with consumer rights



101 Detailed results of the consumer survey are provided in Chapter 1 of Part 2

Insights into retailer awareness of consumer rights

The current findings show that most respondents perceive retailers as being compliant with consumer rights. Similarly, according to the findings of the Consumer Condition Scoreboard 2015, most consumers trusted that retailers respect their consumer rights (71%). However, just like consumers, retailers are not always aware of their obligations. A third (33%) of retailers knew that consumers have the right to a free repair or replacement of defective goods 18 months after the purchase. In general, retailers scored better on knowledge of unfair commercial practices (ranging from 42% to 75% depending on the statement) according to the Consumer Condition Scoreboard 2015.

Table 9 Awareness of retailers concerning consumer rights

Awareness of retailers	2014[102]	2012[103]
Faulty product guarantee	35%	29%
Describing a product as "free" when it requires calling a premium rate phone number	66%	68%
Including an invoice with marketing material	55%	53%
Advertising at a low price while carrying insufficient stock	42%	56%
Promoting products for children by directly targeting the parents in the advertisements	75%	N/A
Making exaggerated claims in an advertisement	N/A	34%
Average percentage of correct answers given to statements concerning consumer rights	55%	53%

4.3. Consumers' experience related to consumer rights

4.3.1. Occurrence of consumer rights problems

As regards experience with specific consumer rights (Figure 21), in the consumer survey[104] most problems were reported in relation to *misleading or aggressive commercial practices* (15% of respondents stated that these occurred 'very often' or

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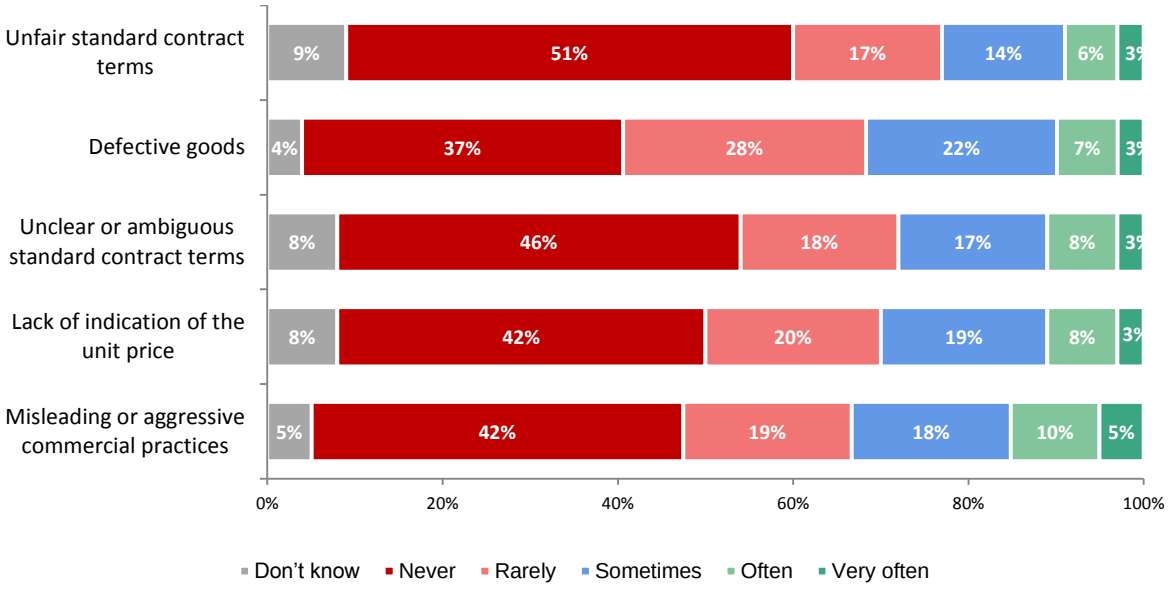
102 European Commission DG Justice and Consumers. (2015). Consumer Conditions Scoreboard: Consumers at home in the Single Market - 2015 edition. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/11_edition/docs/ccs2015scoreboard_en.pdf

103 European Comission DG Justice and Consumers. (2013). Consumer Conditions Scoreboard: Consumers at home in the Single Market – 2013 edition. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/9_edition/docs/cms_9_en.pdfTNS European Commission. (2013). Flash Eurobarometer 359: Retailers' Attitudes Towards Cross-Border Trade and Consumer Protection TNS Political & Social,. Retrieved form http://ec.europa.eu/public_opinion/flash/fl_359_en.pdf.

104 Detailed results of the consumer survey are provided in Chapter 1 of Part 2

'often' during the past year), followed by *lack of indication of the unit price* and *unclear or ambiguous standard contract terms* (both 11%), *defective goods* (10%) and *unfair standard contract terms* (9%). All these consumer rights-related problems were reported more often in EU13 countries (ranging from 13% to 21%) than in EU15 countries (ranging from 8% to 13%).

Figure 21 Occurrence of consumer rights problems in the past year

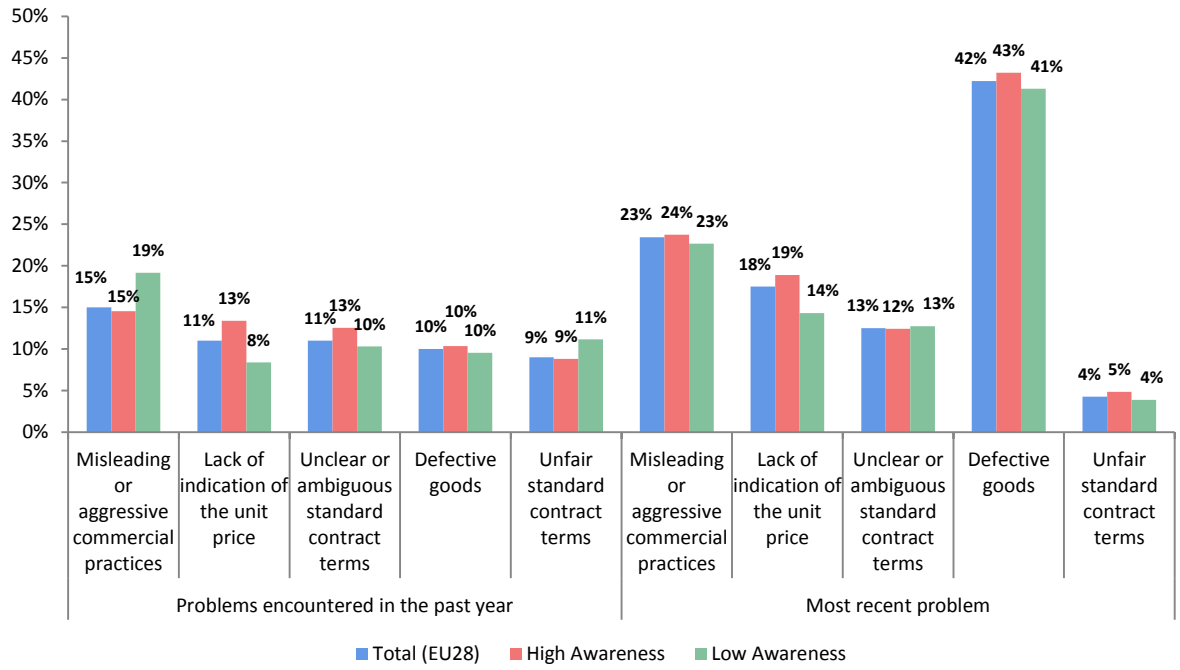


However, when asked to give details on their most recent problem, the replies were somewhat different. In particular, *defective goods* were listed as the most common 'most recent' problem category (42%), *misleading or aggressive commercial practices* came out as the second most frequent (23%), followed by *lack of indication of the unit price* (18%), *unclear or ambiguous standard contract terms* (13%) and *unfair standard contract terms* (4%).

Respondents' awareness of consumer rights had some effect on their reporting about problems. Respondents with a high awareness were slightly more likely to report problems with *lack of unit price indication* and *unclear or ambiguous standard terms*. In contrast, respondents with a low awareness of consumer rights reported more instances of *misleading or aggressive practices* and *unfair standard contract terms*. Awareness had, however, almost no impact on the reporting regarding the most recent problem[105]. Figure 22 presents the impact of awareness on problem reporting.

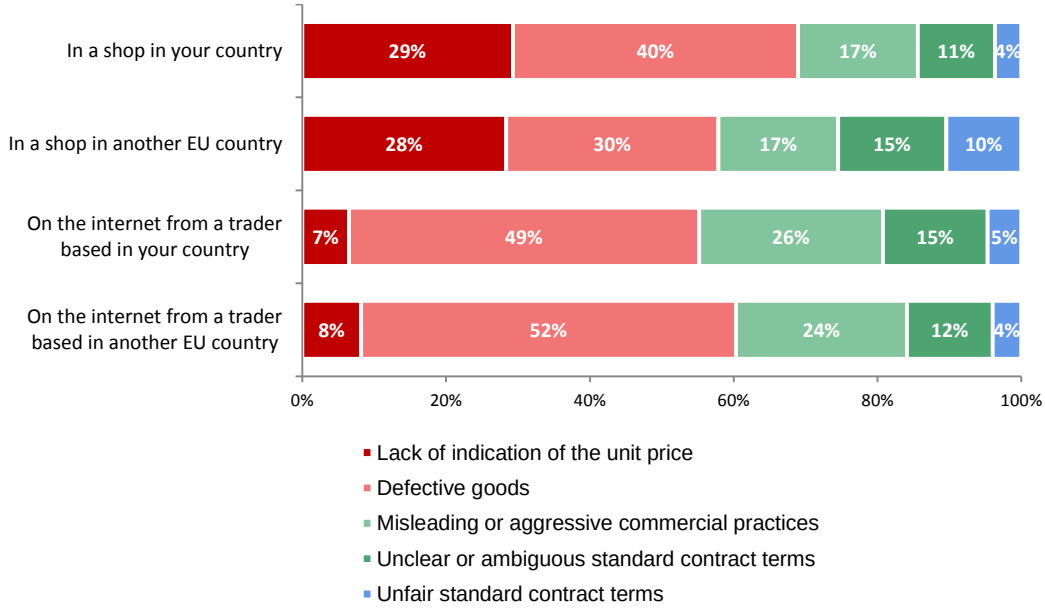
105 The choice of the "last problem" is a relevant indicator since respondents were very likely to report their most important problem as their most recent problem

Figure 22 The impact of awareness on the reporting of consumer rights-related problems in the past year and of the most recent problem



shows the reported source of the last problem that respondents encountered - i.e. whether it involved an online or offline trader and domestic trader or trader from another EU country. Across all types of traders, *defective goods* were most often reported as the most recent problem. For offline shops, this was followed by *lack of unit price indication*. In online shops, the next most reported problem category was *misleading or aggressive commercial practices*.

Figure 23 The last problem by type of trader



4.3.2. Markets in which problems are experienced

This section provides an overview of the specific sectors or markets where problems were encountered according to the consumer survey. While *lack of unit price indication* mostly occurred in the food, drink and detergent/cleaning products sectors, the other problem categories were spread over a wide variety of sectors (see Table 10). The following sectors were reported particularly often for different product categories:

- *Lack of unit price indication*: respondents reported most problems in the food (59%) and drinks (41%) sectors;
- *Defective goods*: most problems were reported in the clothing, footwear and accessories (30%) and the electronic/digital goods (29%) sectors;
- *Misleading or aggressive commercial practices, unclear or ambiguous standard contract terms* and *unfair standard contract terms*: These problems were mostly reported for telecoms services (respectively 36%, 32% and 29%) and the financial, banking and insurances services sector (respectively 23%, 21% and 23%).

These results are similar for the most recent problem (and for the overall reported problems in brackets in Table 10). There are various differences between the EU countries regarding the sectors where problems with the various consumer rights were reported, as well as socio-demographic differences (see Chapter 1 of Part II for a detailed overview of the results).

Table 10 Product sectors concerned by the most recent consumer rights-related problem (and by all problems encountered in the last year in brackets)

	Lack of indication of the unit price	Defective goods	Misleading or aggressive commercial practices	Unclear or ambiguous standard contract terms	Unfair standard contract terms
Food	**56% (59%)**				
Drink	26% (41%)				
Food and drink		8% (20%)			
Detergents / cleaning products	13% (28%)				
Clothing, footwear and accessories		**20% (30%)**	5% (11%)	4% (9%)	5% (8%)
Beauty, health and wellness		3% (8%)	5% (10%)	2% (6%)	3% (7%)
Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)		3% (8%)	3% (6%)	2% (5%)	1% (5%)
Sports and outdoors		3% (6%)	1% (4%)	2% (4%)	2% (4%)
Toys		6% (11%)	1% (5%)	2% (5%)	3% (6%)
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)		**25% (29%)**	5% (10%)	6% (11%)	4% (9%)
Small household appliances (e.g. toasters, kettles, etc.)		12% (20%)	2% (7%)	3% (7%)	1% (6%)
Large household appliances (e.g. dish washers, washing machines etc.)		5% (9%)	1% (4%)	2% (6%)	3% (5%)

Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)		6% (10%)	2% (5%)	2% (5%)	2% (4%)
Cars, motorbikes, bikes or parts		2% (6%)	2% (4%)	1% (5%)	3% (5%)
Collectibles, fine arts		1% (3%)			
Telecoms services – e.g. Internet, Telephone			**30% (36%)**	**31% (32%)**	**28% (31%)**
Utilities – e.g. Gas, Electricity, Water and Postal services.			13% (18%)	11% (16%)	8% (14%)
Recreational and culture services – e.g. holiday package, cultural and sports events			2% (6%)	4% (6%)	2% (6%)
Restaurants and hotels			3% (8%)	3% (7%)	2% (7%)
Transport services – e.g. Airline, Rail, Bus services.			2% (5%)	3% (7%)	4% (6%)
Financial, Banking and Insurance services			13% (23%)	15% (21%)	16% (18%)
Real estate services			2% (6%)	2% (5%)	3% (6%)
Other	4%	6% (5%)	7% (6%)	3% (3%)	8% (3%)

Previous findings about consumer rights problems

In general, 22% of respondents in the 2015 Consumer Conditions Scoreboard[106] faced a problem when buying or using goods or services during the previous 12 months, for which they felt they had a justified reason to complain.

The 2015 Consumer Conditions Scoreboard especially shows that consumers regularly *experience* unfair practices prohibited by Unfair Commercial Practices Directive (see Table 11). 42% of respondents reported they had been pressured into buying something in the past 12 months, 30% were presented with false limited offers and 26% had been mislead by presenting products as 'free'. Another breach mentioned in the Consumer Condition Scoreboard 2015 was unfair contract terms, which were reported by 15% of respondents.

Table 11 Consumers' experiences of unfair practices in the past 12 months (Consumer Conditions Scoreboard 2015)

Experience of unfair practices in the past 12 months	
Persistent sales calls or messages pressuring them to buy something	42%
False advertisements about limited-time offers	30%
Presenting products as free even though they involve charges	26%
Unfair contract terms	15%
Charging unexpected extra charges	13%

[106] European Commission DG Justice and Consumers. (2015). Consumer Conditions Scoreboard: Consumers at home in the Single Market - 2015 edition. Retrieved from . http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/11_edition/docs/ccs2015scoreboard_en.pdf

The European Consumer Complaints Registration System (ECCRS) is an online tool offering an overview of the number of complaints and of the main reasons for complaints. It uses a complaint classification harmonised at EU level in order to provide directly comparable evidence across Member States. All third-party complaint bodies (i.e. national authorities, consumer organisations, ADR bodies, etc.) classify complaints according to a common methodology and supply this data to the Commission, which makes it available through the ECCRS. The system does not cover consumer complaint handling mechanisms operated by traders. The database includes the 'main reason of complaints' by year. Table 12 provides data on the share of complaints per category in 2016 (as of June 2016) and in 2015. Some of these categories relate to the five Directives covered by this study.

Table 12 Main reasons for complaints according to the ECCRS online tool

Main reason for complaints	As of June 2016		2015	
Legal guarantee and commercial guarantees	3751	4%	7.326	1%
Unfair Commercial Practices	12046	13%	85.356	17%
Contracts and sales	13881	15%	78.906	16%
Quality of goods and services	16067	18%	176.033	35%
Delivery of goods/provision of services	15641	17%	59.584	12%
Invoicing/billing and debt collection	5980	7%	13.173	3%
Price/tariff	5646	6%	20.588	4%
Redress	2793	3%	10.100	2%
Safety – covers both goods (incl. food) and services	1641	2%	18.445	4%
Provider change/switching	284	0%	779	0%
Privacy and data protection	303	0%	2.117	0%
Other Issues	12451	14%	26.821	5%
Total	**90,484**	**100%**	**499.228**	**100%**

4.4. Consumer experience of problems related to the CRD information requirements

This section focuses on consumers' experiences when trying to exercise their rights based on the Consumer Rights Directive (CRD), and in particular on the level of

compliance of traders with the CRD's specific information requirements[107]. More specifically, the following findings illustrate mystery shoppers' assessments of trader compliance with specific provisions of the Directive that are relevant to online purchases, both domestically and cross-border[108]. The focus is on two types of contracts in particular; the provision of digital content and the purchase of tangible goods online.

4.4.1. Absence and/or clarity of pre-contractual information requirements

The first part of this section focuses on the information that traders are required to provide to consumers before they are bound by a distance or off-premises contract (CRD-required information items)[109]. Trader compliance with these pre-contractual information requirements was tested amongst sellers of music downloads, tangible goods and security software (both for one-off purchases and subscriptions) through the CRD mystery shopping. The findings provide insights into whether required information is presented and into how clearly and comprehensively it is communicated.

Figure 24 presents an overview of mystery shoppers' assessment of how clearly traders provided the required pre-contractual information items[110].

First, the CRD requires that the trader provide information about the ***main characteristics*** of the product in a clear and comprehensible manner[111]. Almost all mystery shoppers reported that this information was (very) easy to find and presented (very) clearly (respectively 97% and 93% for tangible goods, 79% and 83% for security software one-off purchases, 94% and 93% for security software subscriptions, and 86% and 85% for music downloads).

Also, the CRD requires traders to provide, in a clear and comprehensible manner, information about their ***identity***, including ***geographical details and contact details[112].*** The identity of the retailer is made clear by the vast majority of retailers investigated. In 97% of the tangible goods cases, 96% of the software one-off purchase cases, 98% of the software subscription cases and in 86% of the music download cases the name of the trader was (very) easily available. The availability of this information differed across information items and across the products investigated. Geographical address and phone number was more likely to be provided by the trader than the e-mail address. This however, also varies between retailers of tangible ICT goods (computer mice and USB sticks) and retailers of digital goods (security software and music downloads). This is reflected in the proportion of cases that did not provide the required information, which was higher across all CRD-required information items for digital than for tangible goods.

For tangible goods, the CRD requires that information about the ***total price*** and all ***delivery charges and any other costs*** be provided in a clear and comprehensible

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[107] Directive 2011/83/EU of the European Parliamant and of the council of 25 October 2011. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32011L0083&rid=1

[108] Detailed results of the CRD mystery shopping are provided in Chapter 3 of Part 2

[109] An overview of the pre-contractual information requirements can be found in Table 16 of Chapter 3

[110] The pre-contractual information presented in Figure 24 is applicable for all tested products (e.g. delivery charges are only applicable for tangible goods). Values are only presented when applicable.

[111] Article 6(1)(a) CRD.

[112] Article 6(1)(b) and (c) CRD.

manner[113]. During the mystery shopping exercise, this was assessed by product group: 95% of sellers of tangible goods made delivery charges[114] and any additional costs[115] (very) easily available. 80% of the music download sellers provided information on the total price and any other costs and made it (very) easily available, though this result should be treated as descriptive, since it is based on 5 mystery shopping cases only.

Information on the accepted means of payment was widely available. Almost all sellers of security software (one-off purchases: 96%; subscriptions: 94%), tangible goods (92%) and music downloads (90%) provided this information.

For digital content subscriptions, such as security software subscriptions, traders have to provide information about the costs of ***open-ended contracts or subscriptions*** per month or per billing period in a clear and comprehensible manner[116]. 69% of the mystery shoppers bought security software under an open-ended contract. Almost all the sellers involved (96%) presented the monthly or yearly costs and it was (very) easy to find this information from all sellers in all countries, except for the Netherlands (63%). The monthly or yearly costs were also (very) clearly explained by the majority of retailers in each country. It is noticeable, however, that only 57% of software traders mentioned the minimum contract duration.

The trader also has to provide information, in a clear and comprehensible manner, on the ***arrangements for payment, delivery, performance*** and ***the time it will take the trader to deliver the goods, perform the service or supply the digital content***[117]. Only 61% of tangible goods traders specified the *delivery service* to be used and a *delivery date* was only provided in 72% of cases.

[113] Article 6(1)(e) CRD.

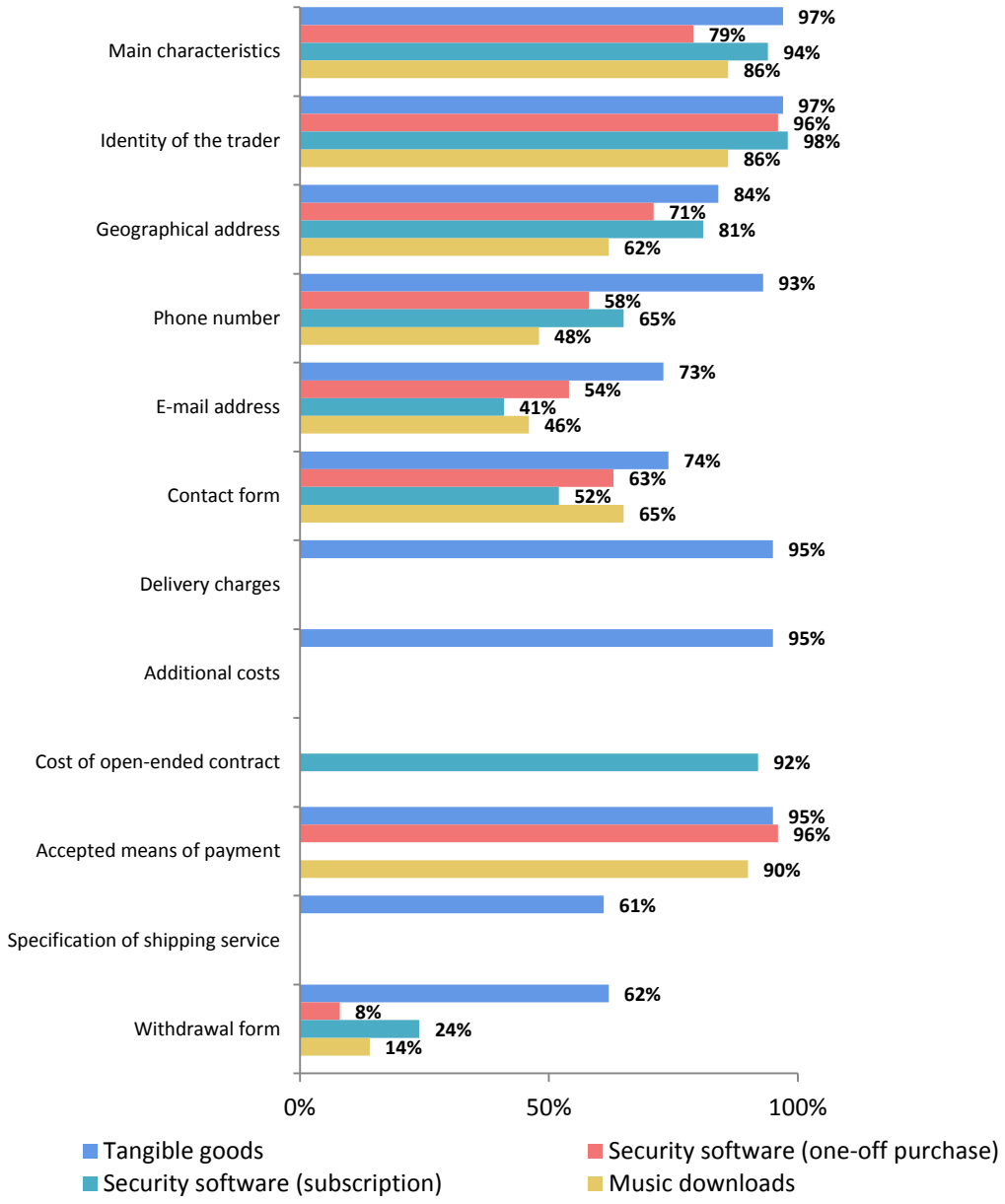
[114] 78% of retailers investigated charged delivery costs

[115] The great majority of all tangible goods retailers investigated (89%) did not charge additional costs

[116] Article 6(1)(e) CRD.

[117] Article 6(1)(g) CRD.

Figure 24 Ease of finding pre-contractual information



A specific set of pre-contractual information requirements under the CRD applies to digital content, and in particular, to the ***functionality and interoperability of digital content***[118]. The study provides some insights into how effectively music download and security software providers inform customers about eight different factors:

- the language of the software interface;
- the file types that the software uses;
- the software updates one may expect from the software;

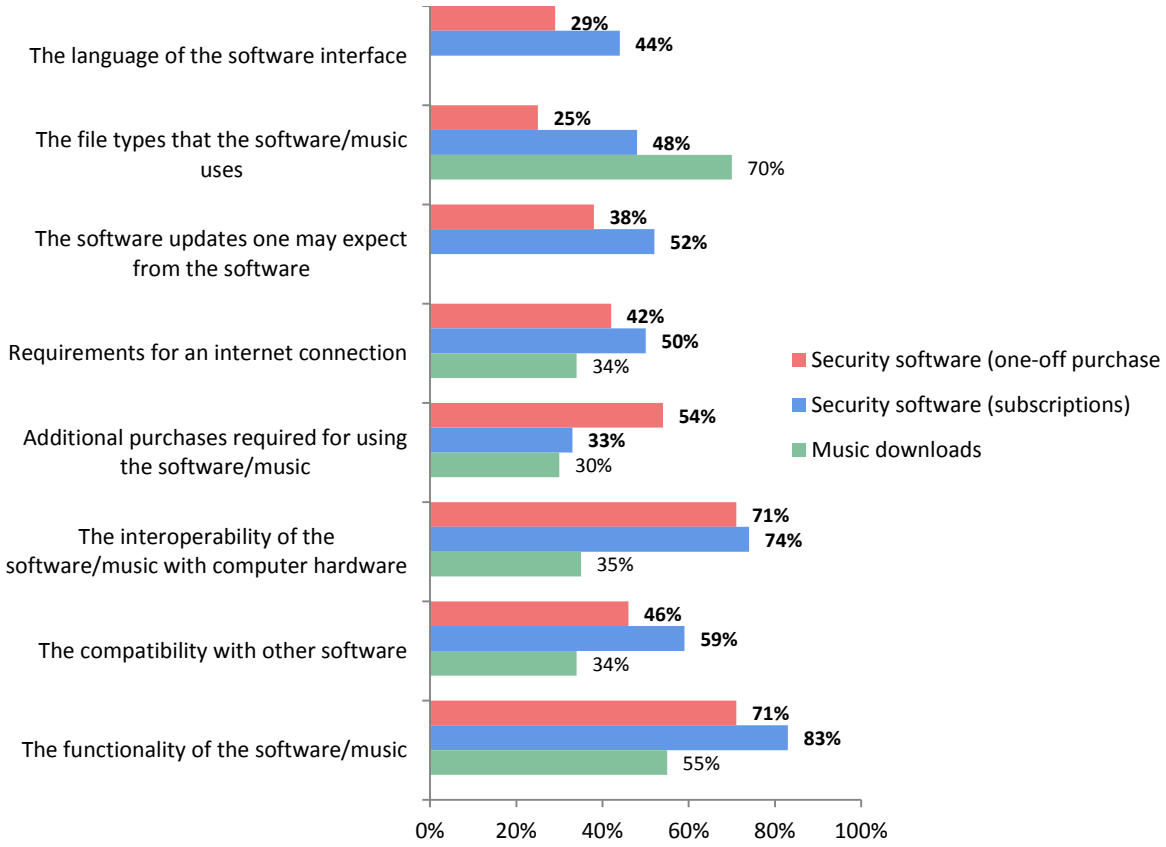
[118] Article 6(1)(r) and (s) CRD.

- requirements for an internet connection;
- additional purchases required for using the software;
- the interoperability of the software with computer hardware;
- the interoperability with other software;
- the functionality of the software

Figure 25 illustrates the percentage of mystery shoppers who felt well-informed about digital content functionality and interoperability with hardware and software. Mystery shoppers of security software felt they were quite well informed about security software functionality and its interoperability with the computer hardware (71% or higher). In general, mystery shoppers were also more informed about the functionality and interoperability of security software one-off purchases than of security software subscriptions, with the exception of information regarding required additional purchases, where mystery shoppers of software subscriptions felt more informed.

Whilst respectively 70% and 55% of the music downloads mystery shoppers felt they were (very) well informed about the file type and the functionality of the music, only 35% felt they were (very) well informed about the other items related to functionality and interoperability of software with computer hardware and 34% about the requirements for an internet connection.

Figure 25 Mystery shoppers who felt well-informed about the digital content functionality and interoperability



4.4.2. Absence and/or clarity of formal requirements for the conclusion of distance contracts

This section looks at some formal requirements in regard to the conclusion of distance contracts by electronic means (online purchases). Immediately before a consumer places his/her order, the seller must make the consumer aware, in a clear and prominent manner, of the following information[119]:

- the main characteristics of the product;
- the total price of the product;
- the duration of the contract;
- the minimum duration of the consumer's obligations under the contract.

78% of mystery shoppers stated that traders provided information about the ***main characteristics*** just before the consumers confirmed the purchase. This was also the case for 70% of mystery shoppers for security software subscriptions, 54% of mystery shoppers for one-off purchases of security software and 65% of the mystery shoppers for music downloads.

Just before they placed their orders almost all shoppers were clearly informed about the ***total price of the product*** (100% for security software one-off purchases, 98% for security software subscriptions, 96% for tangible goods and 92% for music downloads).

The CRD requires traders to ensure that the consumer explicitly acknowledges that his order implies an obligation to pay[120]. This is usually accomplished by using a ***dedicated order confirmation button***. In almost all mystery shopping cases, there was a button clearly indicating that the respondent was about to buy the product (97% for tangible goods, 96% for security software subscriptions, 92% of security software one-off purchases 93% for music downloads). While the purpose of this button was clear to most respondents, a considerable number of mystery shoppers of music downloads (13%) and security software one-off purchases (17%), still found it (very) unclear that by pressing the button they were agreeing to buy the product.

Under Article 19 CRD**, traders are not allowed to charge consumers any fees that exceed the cost borne by the trader for the use of a specific payment method.**

In almost all mystery shopping tests <u>there were no extra charges based on the method of payment</u> (only 7% for security software subscriptions, 10% for music downloads and 11% for tangible goods; and 0% for security software one-off purchases). The amount of extra fees was €0.74 for tangible goods, €0.51 for security software and €0.48 for music downloads. More than half of the tangible goods shoppers (55%) stated that these extra fees would make them choose a different payment method. This was not the case for security software subscriptions and music downloads[121].

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[119] Article 8(2)(1) CRD.

[120] Article 8(2)(2) CRD.

[121] The respondent base for music download cases security software subscription cases where extra fees for payment method were charged was very small (4 cases)

4.4.3. Traders' compliance with CRD requirements related to the right of withdrawal

In the case of distance sales, the consumer is not able to see the goods before concluding the contract. Therefore, he/she has a right to withdraw from the contract[122]. The trader must provide clear and comprehensible information on the right of withdrawal before the consumer is bound by a distance contract[123]. For tangible goods, consumers are allowed to return the product within 14 days of receiving it and to receive back all payments made. For digital content which is not supplied on a tangible medium (download of security software or music) the legislation is more intricate. Traders need to seek the consumer's acknowledgement that as soon as the performance starts with the consumer's prior express consent, the right of withdrawal will be lost[124]. Both the provision of information about withdrawal rights and traders' compliance with the withdrawal right were tested in the CRD mystery shopping exercise.

Traders have to provide information, in a clear and comprehensible manner, about ***the consumer's right to withdraw from the contract***[125]. According to the current findings, one in five *music download* sellers did not provide information to the mystery shoppers that they had a right to withdraw from the contract before downloading music (23%). This number increases when looking at software one-off purchases (33%) and subscriptions (44%). Moreover, fewer than one in five *software sellers* (19% for one-off purchases; 13% for subscriptions) investigated and one quarter of the *music download sellers* (25%) investigated informed the respondent that he or she would lose the right of withdrawal as soon as they downloaded the software or music.

The percentages for tangible goods are slightly different, as almost half of the sellers (47%) specified the right to withdraw from the contract within 14 days after delivery (see Figure 26)

One way to facilitate the withdrawal procedure for consumers is to provide a withdrawal form. 24% of tangible goods retailers, 59% of security software retailers and 69% of music download retailers did not provide a withdrawal form. Even when it is provided, this information is not always easy to find. While 62% of tangible goods retailers in the sample provided this information in an easily available manner, this number was much lower for security software retailers (8% for one-off purchases; 24% for subscriptions) and music download retailers (14%).

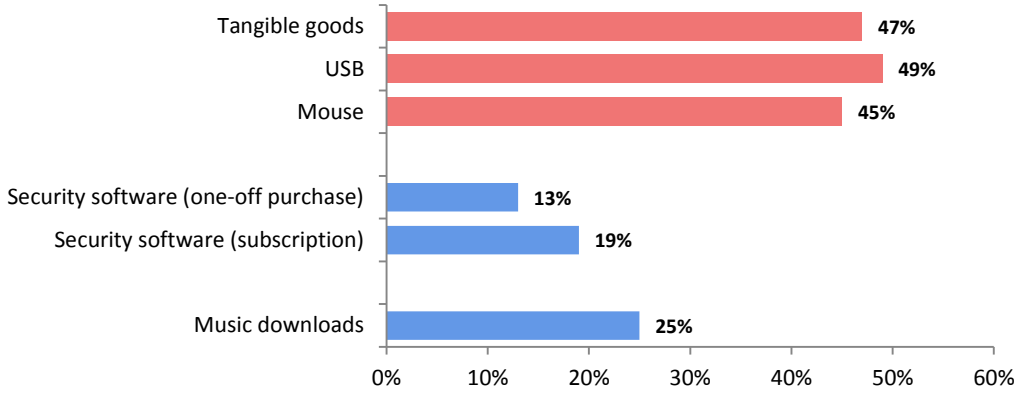
[122] Article 9(1) CRD.

[123] Article 6(1)(h) CRD.

[124] Article 16(m) CRD.

[125] Article 6(1)(h) to (k) CRD.

Figure 26 Mystery shoppers who were informed about their withdrawal rights[126]



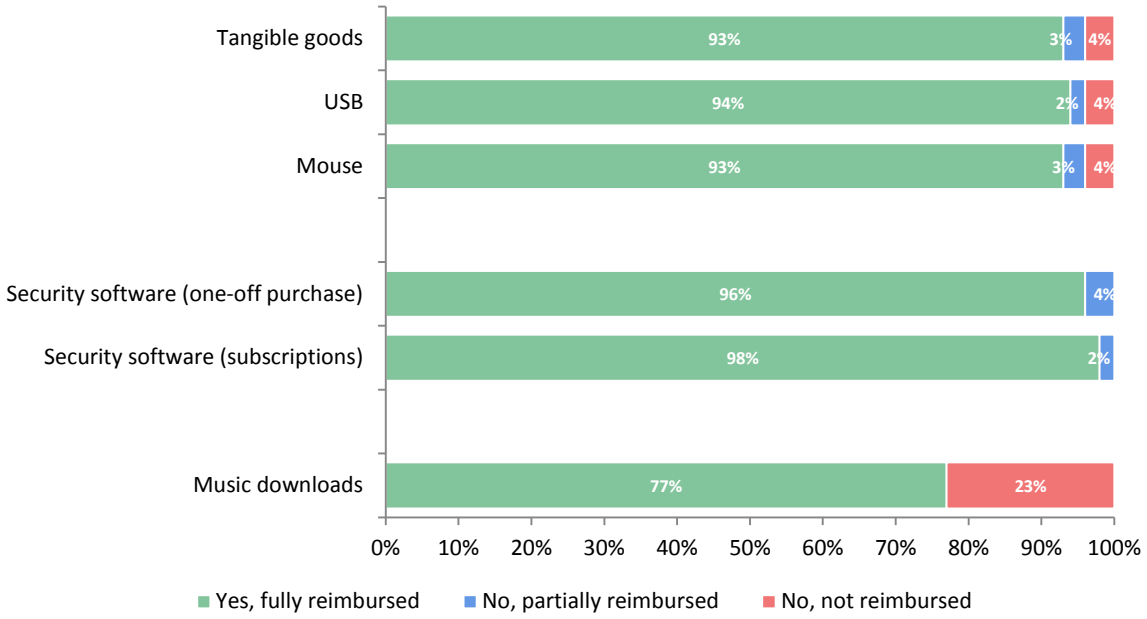
When a consumer withdraws from a contract, the trader is required to reimburse all payments received from the consumer, including the costs of delivery, within 14 days[127]. When it comes to actually returning products and ***receiving a reimbursement***, the majority of mystery shopping cases resulted in a full reimbursement (see Figure 27). The findings, however, depend on the type of product. While for tangible ICT goods (94% for USB sticks and 93% for computer mice) and security software (96% for one-off purchases and 98% of subscriptions), the likelihood of obtaining a full refund was very high, this percentage was noticeably lower for music downloads (77%). The other 23% of music download providers provided no reimbursement at all. For tangible goods, only about half of the traders investigated also reimbursed the initial delivery costs (63% of all respondents had to pay delivery costs that could be reimbursed). This still means that a considerable number of retailers (18%) did not reimburse delivery costs. The reimbursement that mystery shoppers received was almost always the return of their money (99% for tangible goods; 100% for software one-off purchases; 98% for software subscriptions; 91% for music downloads). Particularly in the case of music downloads, retailers sometimes also gave a voucher as compensation (9%)[128].

[126] For tangible goods this graphs shows the percentage of cases where the seller specified that the consumer has the right to withdraw from the contract within 14 days after delivery. For Digital goods (software & music) this graph shows the percentage of cases where the seller clearly stated at what point the consumer would lose his right of withdrawal.

[127] Article 13(1) CRD.

[128] According to Article 13(1)(2) CRD, as a general rule the trader shall reimburse the consumer using the same means of payment as the consumer used for the initial transaction.

Figure 27 Reimbursement received after withdrawing from the contract



These results suggest that there is a relatively high willingness among retailers to comply with the withdrawal requirements under the CRD and to provide consumers with the required reimbursement. It is not surprising then that most mystery shoppers evaluated the traders investigated as willing or very willing to provide a full reimbursement, were satisfied with the communication of the seller and were also satisfied with the overall process of withdrawing from the contract. The findings are, however, lower for mystery shoppers of music downloads. For example, 62% of mystery shoppers were very satisfied with the withdrawal process compared to 85% for tangible goods and 88-93% for security software.

These results can be compared with the withdrawal procedure for goods and services, which was tested in the final stage of the other mystery shopping exercise dealing with consumer remedies in case of ***misleading commercial practices*** **(UCPD mystery shopping)**[129]. In the UCPD mystery shopping exercise, in 36% of all cases, one contact was enough to withdraw from the contract. This proportion was higher for goods (38%) than for services (22%). While sometimes the withdrawal request was met after two contacts (14%), it often took three or more contacts (50%). This was especially the case for services (56% vs. 49% for goods).

Another problem with exercising the right of withdrawal in the UCPD mystery shopping exercise was *having to pay for returning the product*. For more than half of all goods cases (63%), mystery shoppers had to pay the cost of returning the product. It was also difficult to obtain an explanation for *not obtaining a full reimbursement.* Especially for goods, more than three-quarter of all retailers who did not offer a full refund failed to explain why (83%). In contrast, for services where no full refund was given, most retailers offered an explanation (71%).

Given these results, it is not surprising that more than half of all mystery shoppers in the UCPD mystery shopping exercise ***evaluated the overall process of withdrawing***

[129] For detailed results of the UCPD mystery shopping, see Chapter 2 of Part 2.

from the contract and getting a reimbursement as (very) unsatisfactory (72%). This percentage was even higher for services, where three quarters of mystery shoppers (78%) found the experience (very) unsatisfactory (compared to 71% for goods). This outcome of the withdrawal procedure in the UCPD mystery shopping exercise was accordiongly much more unsatisfactory than in the case of the CRD mystery shopping exercise.

5. CONSUMER PROBLEM RESOLUTION

5.1. Key findings

Using findings from both the consumer survey and the UCPD mystery shopping exercise, this chapter provides insights into how consumers may try to resolve consumer rights-related problems and the outcome of these efforts.

When looking at the ***actions taken to resolve consumer rights problems***, most consumer survey respondents tried to solve their last problem directly with the seller or service provider, or contacted the manufacturer of the product. However, more than one-fifth of the respondents did nothing to resolve their problem. This was especially the case for problems with unit price indications. Furthermore, as the degree of consumer rights awareness increased so too did the proportion of respondents who took some action.

Most ***problems were resolved*** at least to some degree. While the number of respondents who chose to report on problems with services as their latest problem was quite low in the current sample, the results suggest that problems with products (goods) are more likely to be resolved than problems with services.

Organisations involved in problem resolution efforts were mostly the seller, service provider or manufacturer. Only sometimes did respondents seek the help of national organisations such as consumer associations and public authorities. The type of problem and type of trader involved had some effect on which organisations the respondent involved in the problem resolution. The findings also provide insights into the level of ***consumer detriment*** arising from these problems.

Mystery shoppers' problem resolution efforts in relation to ***misleading commercial practices*** were less effective overall. Firstly, the UCPD does not provide consumers who are victims of unfair commercial practices with a right to individual remedies. Secondly, the traders concerned often did not recognise that their actions were misleading and were therefore often not willing to offer any remedy on a voluntary basis. This was especially the case for misleading practices in the area of services provision.

Lastly, this chapter also analyses ***consumer perceptions regarding the actions of the national organisations***. Involving the seller or manufacturer often resulted in a higher degree of satisfaction with the problem resolution than involving consumer associations or public authorities. Just over half of all respondents were at least fairly satisfied with how the consumer associations or public authorities dealt with their problem. Also, only about half of all respondents were confident in the capabilities of these organisations to deal with consumer rights-related issues.

5.2. Problem resolution actions

When confronting problems related to consumer rights, consumers may take various actions to resolve the problem (see Table 13 for an overview). The consumer survey[130] findings show that the majority of respondents who took action complained directly to the seller or service provider (59%); they were followed by respondents who complained

[130] Detailed results of the consumer survey are provided in Chapter 1 of Part 2

directly to the manufacturer (13%). In contrast, very few respondents complained to a public authority (5%), to a consumer association (5%), or took the matter to a dispute resolution body (2%) or took the trader to the court (1%). A relatively large proportion of the respondents who had a problem did not take any action (22%).

Table 13 Actions taken to resolve the most recent consumer rights-related problem based on the consumer right problem (Q23)

	Average	Lack of indication of the unit price	Defective goods	Misleading or aggressive commercial practices	Unclear or ambiguous standard contract terms	Unfair standard contract terms
Complained to the seller or service provider	**59%**	38%	75%	46%	61%	57%
Complained to the manufacturer	**13%**	7%	16%	11%	13%	10%
Complained to a public authority	**5%**	3%	4%	9%	6%	8%
Complained to a consumer association	**5%**	3%	3%	9%	10%	8%
Out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or conciliation body	**2%**	1%	1%	4%	3%	3%
Brought to court	**1%**	0%	1%	1%	2%	2%
Other actions	**4%**	4%	2%	8%	4%	5%
Did not take any action	**22%**	50%	10%	27%	18%	21%

It is reasonable to expect that different consumer rights issues would warrant different actions and this is the case to some extent. Half of all respondents who encountered the *lack of unit price indication* as their most recent problem did not take any action, while respondents were most likely to complain directly to the seller or service provider in the case of any other problem. It is also interesting that respondents were least likely not to take any action in relation to a *defective good*. In this case, they were most likely to complain to the seller or the manufacturer.

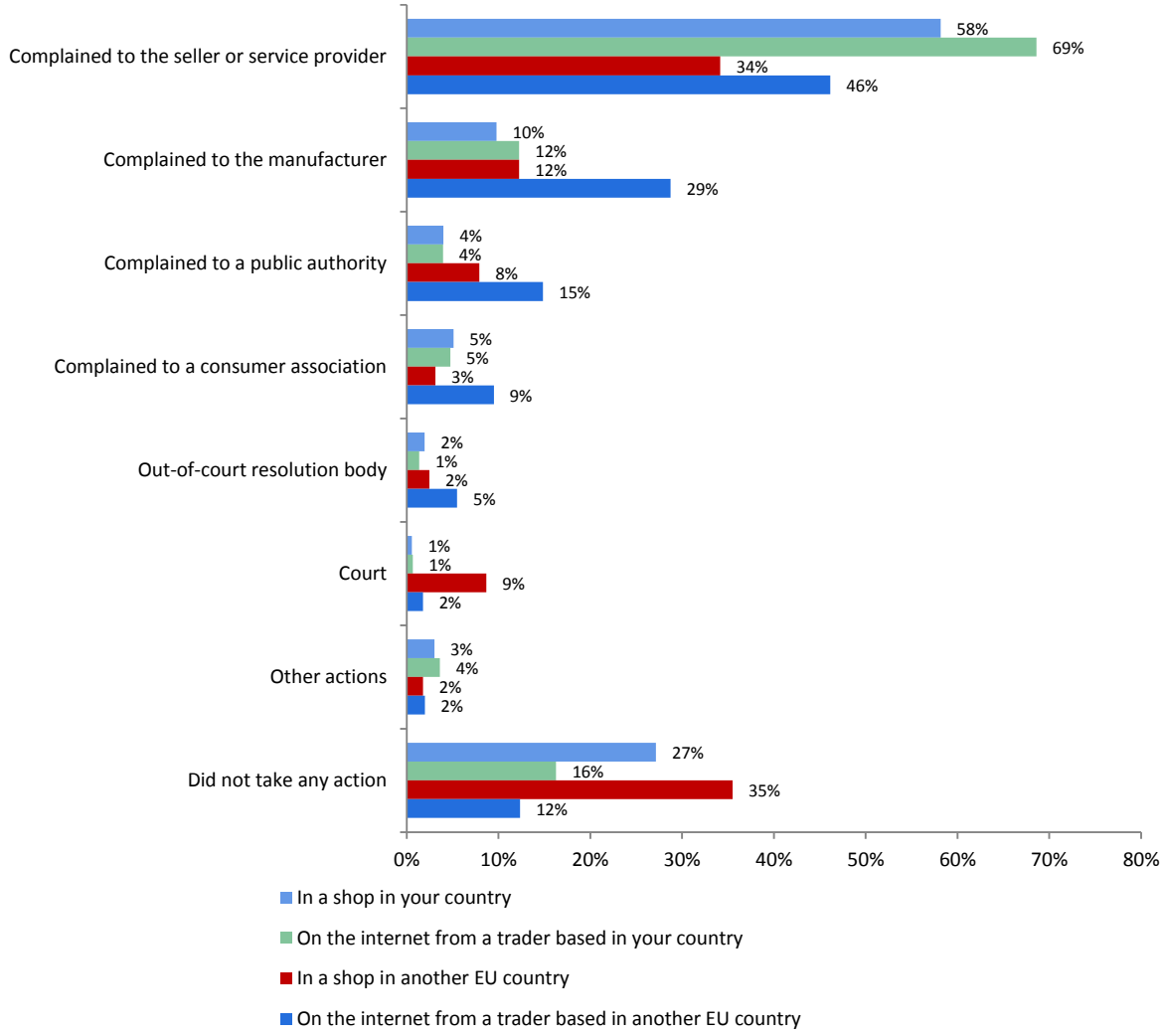
Furthermore, consumer rights awareness[131] might also be an important driver of the actions that consumers take. The findings show that, irrespective of the degree of consumer awareness, most respondents complained to the seller or service provider. However, the proportion of respondents doing so increases with increasing levels of consumer rights awareness: from 47% for respondents with a very low levels of consumer awareness (i.e. scoring between 0% and 25% on the consumer awareness index) to 64% for respondents with a very high level of consumer rights awareness (i.e. scoring between 75% and 100%). Moreover, levels of consumer rights awareness had a positive effect on the proportion of respondents who took an action. In particular, the proportion of those who did not take any action decreased from 28% for respondents with very low levels of consumer rights awareness to 20% for respondents with very high levels of consumer rights awareness.

The extent to which respondents were more or less likely to exert their rights also **depended on whether the trader is domestic or cross-border and whether the trader is online or offline** (Figure 28). Respondents were more likely to *not take any action* for problems that occurred in offline shops and in particular in offline shops in other EU countries (35% vs. 27% for domestic offline shops). In contrast, respondents

[131] Measured by the consumer awareness index, see Chapter 1 of Part 2

were most likely to complain to the seller when a problem occurred with an online shop in their own country, and most likely to complain to the manufacturer when the problem occurred in a foreign online shop.

Figure 28 Actions taken to resolve a consumer rights problem dependent on the type of trader



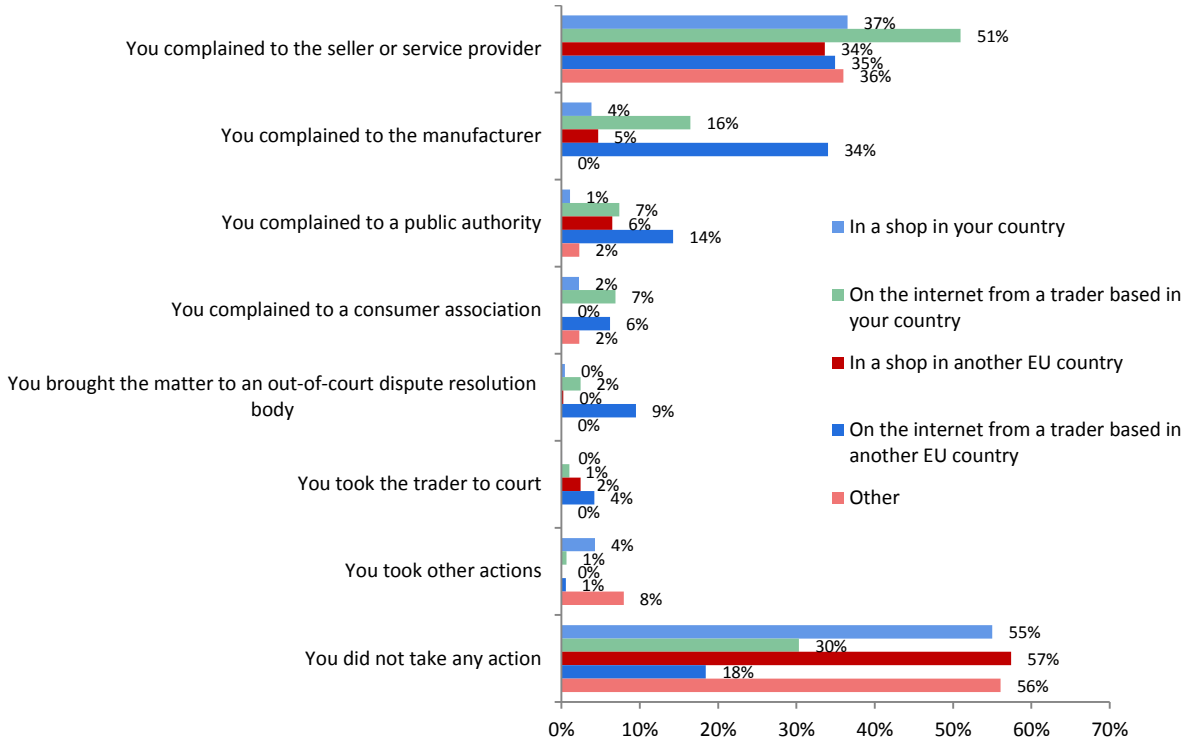
An examination of how respondents dealt with problems relating to the different consumer rights in different sales channels reveals some similarities and differences (see Figure 29).

For all types of problems and sales channels, most consumers complained to the seller or service provider. Many respondents also reported the problem to the manufacturer. Public authorities and consumer associations were relatively more involved for problems with misleading and aggressive commercial practices, unclear or ambiguous standard contract terms and unfair standard contract terms. The results also show that this was relatively more frequently the case when problems occurred with foreign traders.

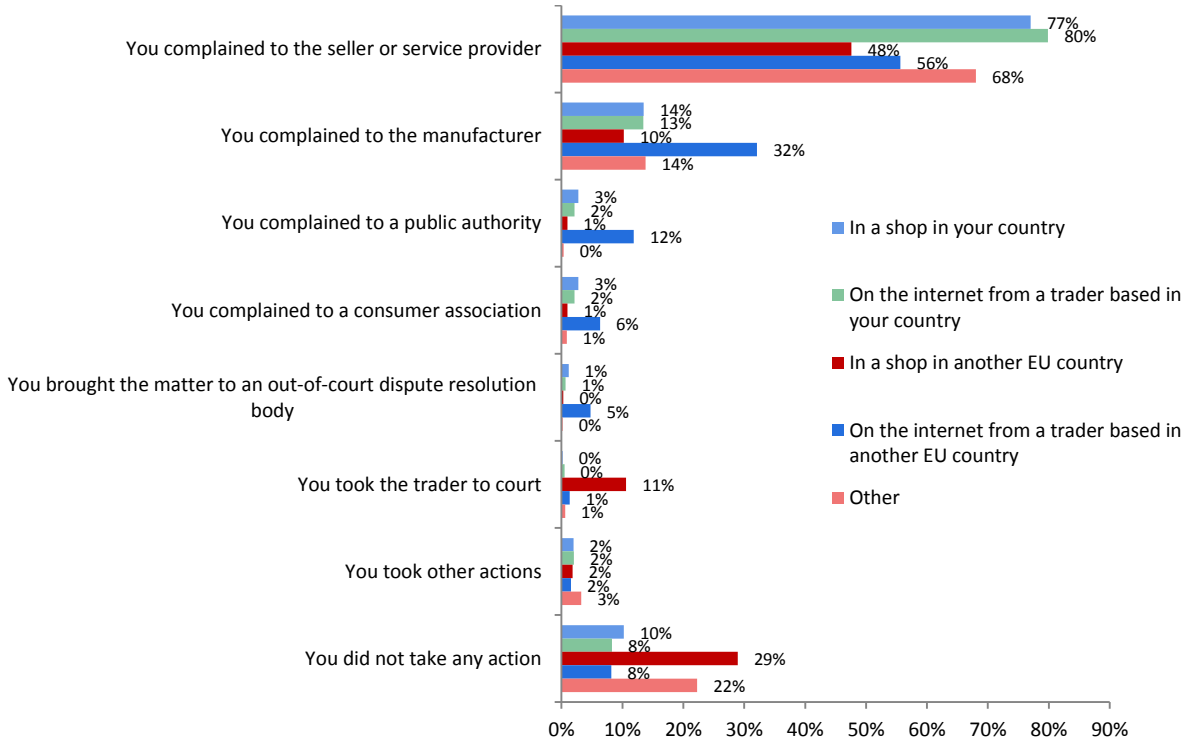
Respondents were by far most likely to refrain from taking action in the case of problems regarding unit price indication. This is particularly the case when this problem occurred in domestic or foreign offline shops.

Figure 29 Actions taken to resolve a consumer rights problem depend on the consumer rights issue and sales channel

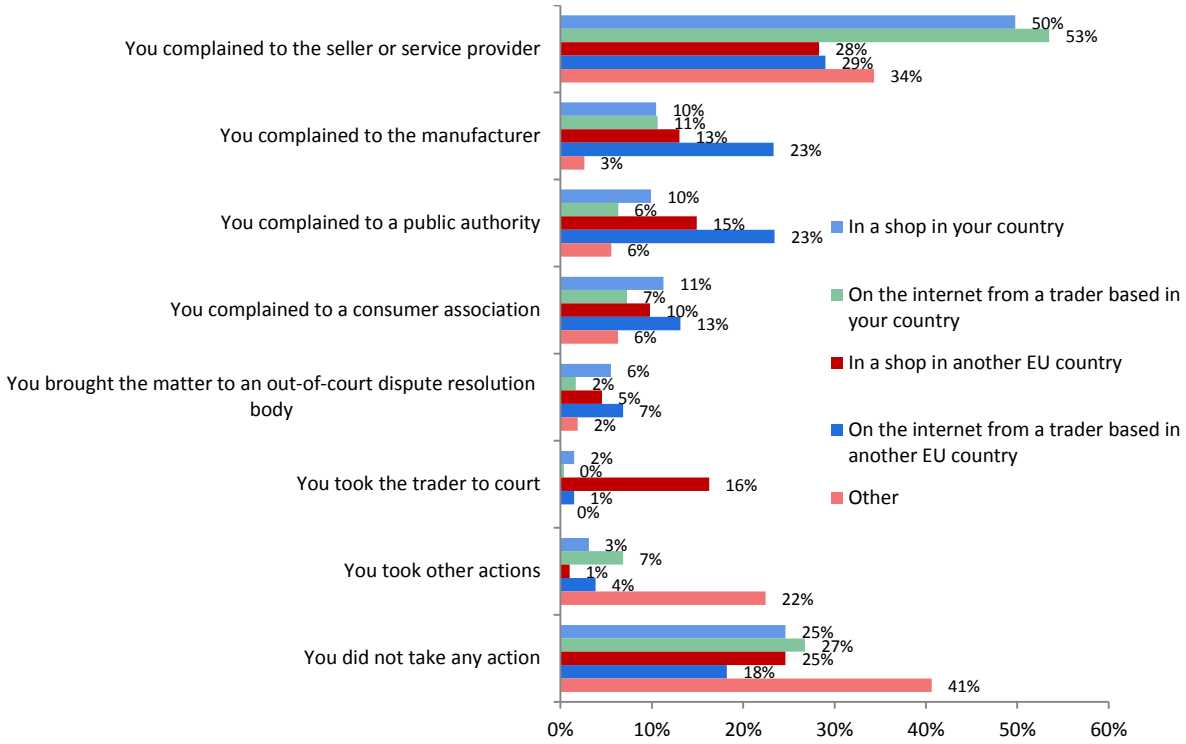
a) Unit price indication



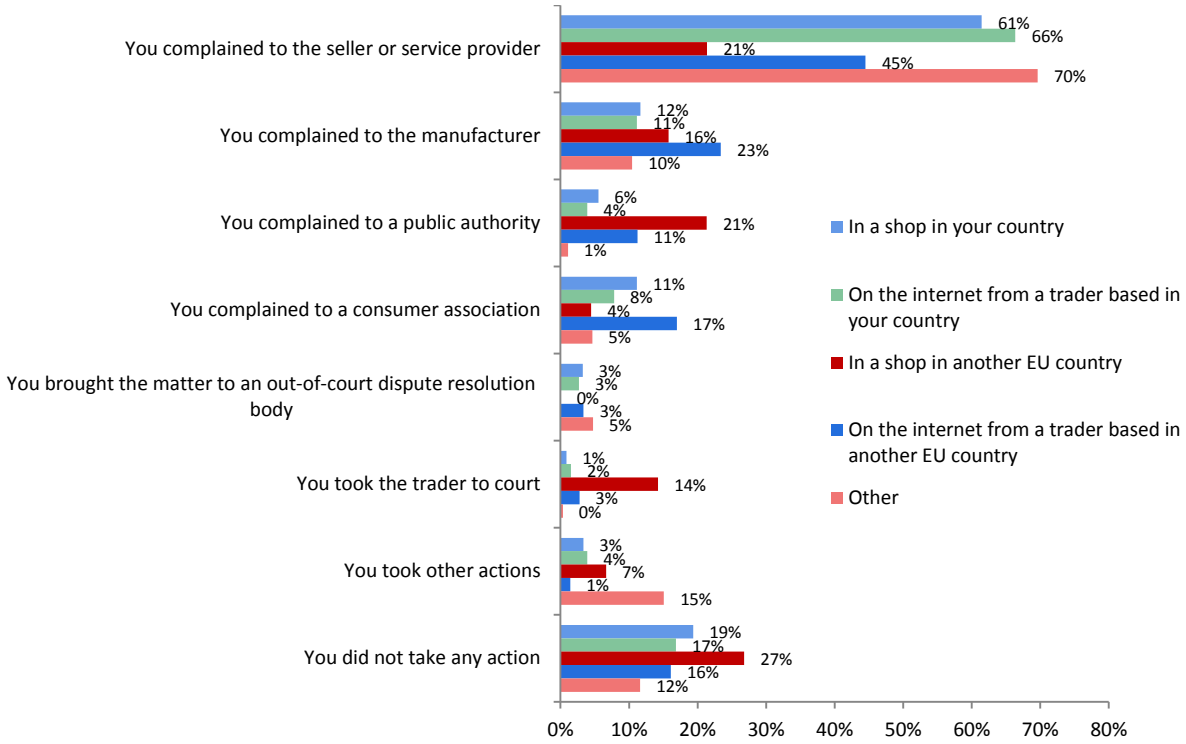
b) Defective goods



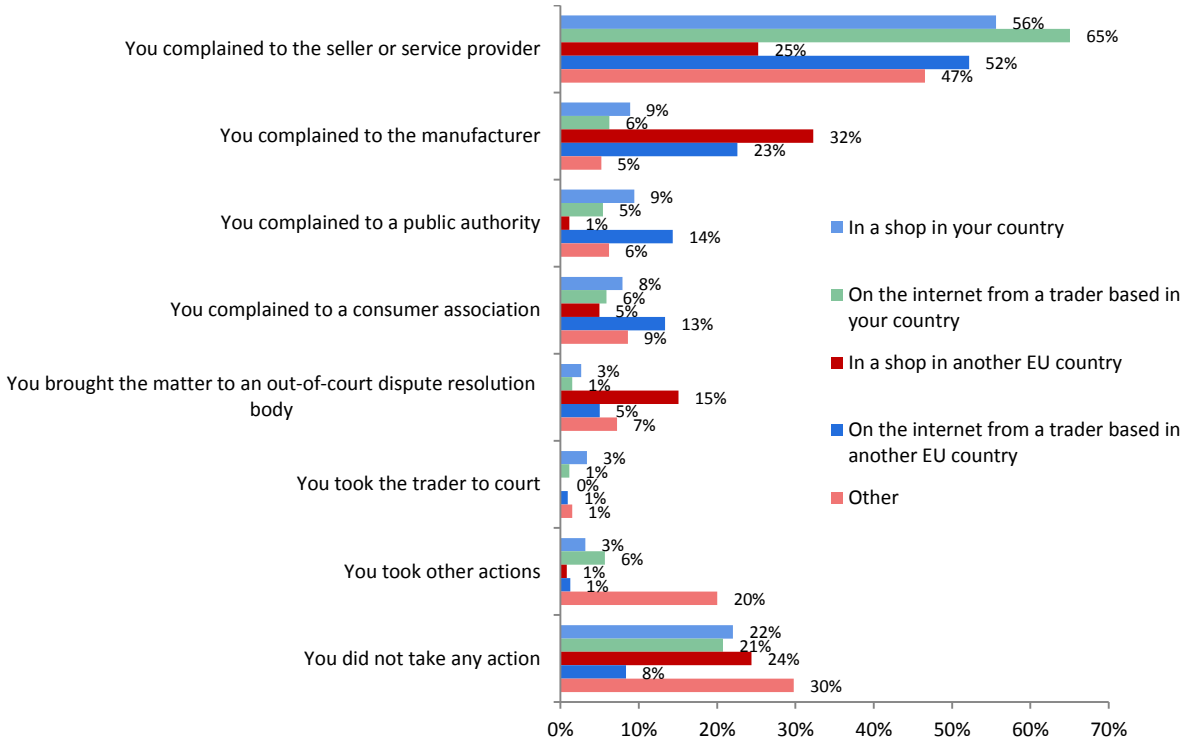
c) Misleading or aggressive commercial practices



d) Unclear or ambiguous standard contract terms



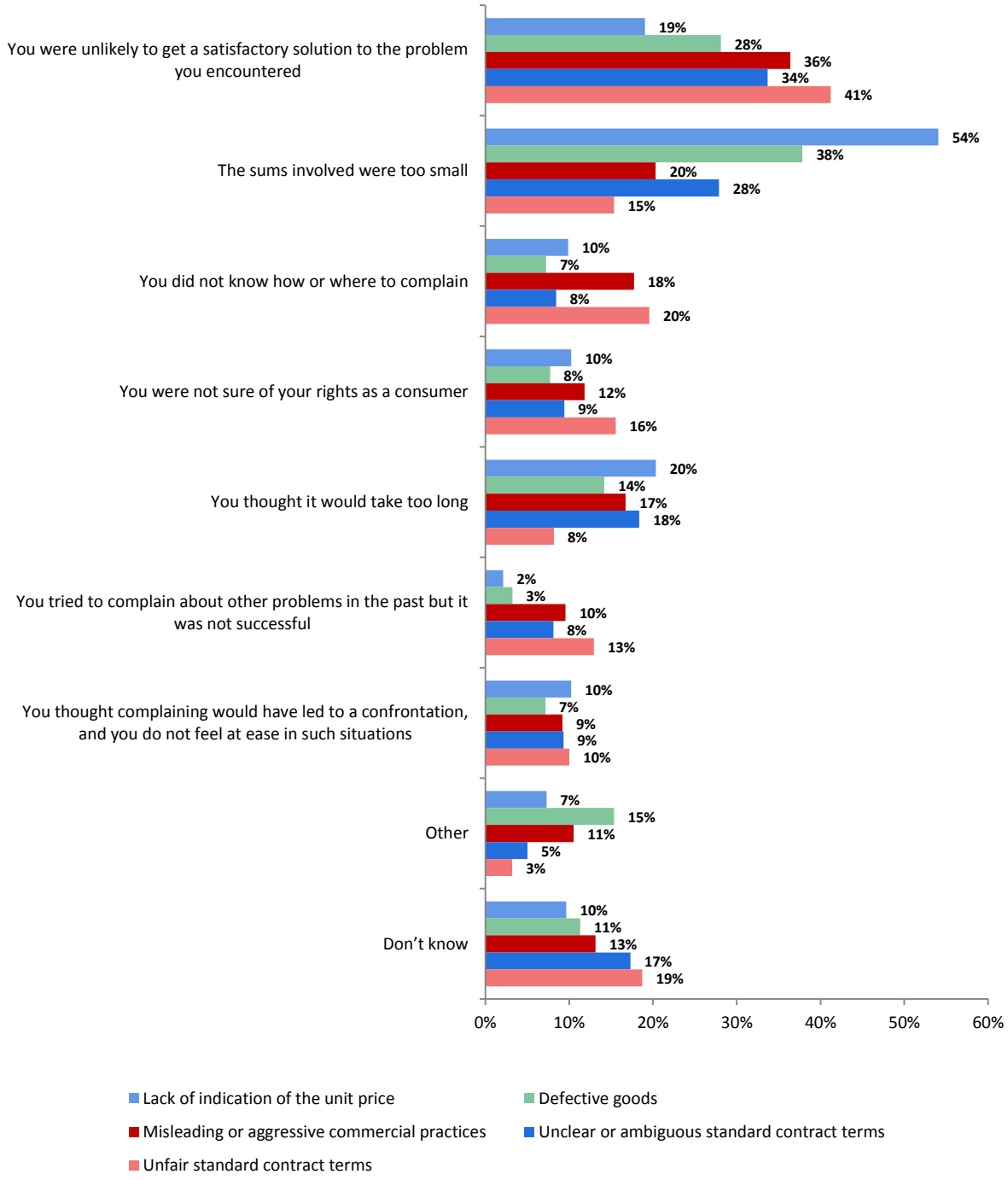
e) Unfair standard contract terms



As regards defective goods, their value had an influence since respondents were more likely to not take action in regard to goods worth less than 25 euros.

Given the relatively large percentage of respondents who refrained from taking any action to resolve the problem, it is worth investigating the reasons why respondents did not take any action (Figure 30). These reasons depend to a certain degree on the type of problem encountered. For example, for problems with *unit price indication* and *defective goods*, respondents were most likely to report that the sums involved were too small, followed by their lack of confidence that they would obtain a satisfactory solution. The latter reason was also given by most of the respondents who encountered the other consumer rights issues, followed again by those reporting the low sums that were involved.

Figure 30 Reasons why no actions were taken to resolve the problem



5.3. Outcomes of problem resolution efforts

To further explore the current state of traders' compliance with consumer rights, the consumer survey[132] also dealt with the outcomes of the problem resolution efforts.

The most likely outcomes were that the *product was replaced/the service was performed again* (29%) and that the respondents received a *refund or compensation for the service or product* (26%). Of all the respondents who were able to get a *refund or compensation*, the majority obtained a full refund (73%), while only a minority received a partial refund (16%) or compensation in the form of credits or vouchers (10%). The median value of refunds was between 25 and 49 euros.

Another outcome was that the respondents would *refrain from purchasing* the good or service (11%), while the problem was reported as *still pending* in 14% of cases. It is noticeable that the proportion of respondents who did not obtain any refund, compensation or replacement for their product or service was relatively low (8%).

The findings show some interesting differences between products (i.e. goods) and services (though the number of respondents reporting a problem with services was relatively low, so these conclusions have to be interpreted carefully). While for products a replacement was the most common outcome, for services a refund or compensation was more likely. Also, for products it was less likely that no refund, compensation or repair was offered (1%) than that the product was replaced (26%) or refunded (20%). For services, the outcome of no refund, compensation or re-performance of the service (3%) was relatively more likely, just as likely as having the service performed again (3%).

Previous findings about problem resolution efforts

According to the 2015 Consumer Conditions Scoreboard, about three-quarters (76%) of respondents *complained in the case of a problem*. The majority (63%) of these consumers addressed their complaints to the retailer or provider. 61% of the consumers who contacted the retailer or provider were satisfied with the handling of the complaint. Other bodies were less frequently contacted by consumers, varying between 2% (courts) to 14% (manufacturers). Satisfaction with complaint handling by these bodies ranged from 45% (courts) to 68% (Alternative Dispute Resolution, ADR).

The *consumers who did not complain* about a problem (24% of all consumers), gave various reasons for this. The most cited reasons were that they thought a satisfactory solution was unlikely (40%), it would take too long (38%) and the sums involved were too small to complain about (34%). 23% did not know how or where to complain, had unsuccessful experiences in the past or were not sure of their rights as consumers.

Table 14 Consumer problem resolution efforts and their outcomes[133]

Addressing complaints	
Experienced a problem buying/using goods/services in the past 12 months, which gave a	22%

[132] Detailed results of the consumer survey are provided in Chapter 1 of Part 2

[133] Based on the findings of the Consumer Conditions Scoreboard: Consumers at home in the Single Market - 2015 edition., European Commission DG Justice and Consumers. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/11_edition/docs/ccs2015scoreboard_en.pdf

legitimate cause to make a complaint		
Complained in case of a problem	76%	
Bodies addressed for complaints	**Complaints**	**Satisfaction with Complaint Handling**
Retailer/Provider	63%	61%
Manufacturer	14%	59%
Public Authority	6%	59%
ADR	5%	68%
Court	2%	45%
Other	3%	N/A
Not complained in case of a problem	**25%**	
Unlikely to get a satisfactory solution	40%	
It would take too long	38%	
The sums involved were too small	34%	
Did not know how or where to complain	23%	
Tried to complain about other problems in the past but were not successful	22%	
Not sure of your rights as a consumer	22%	
Avoiding a confrontation	19%	
Other	10%	

5.4. Consumer detriment and cost of redress

Consumers are likely to experience at least some detriment when dealing with consumer rights problems[134]. The approximate value of the good, when the most recent problem was a *defective good*, provides us with some insights into **consumer detriment**. The median of the approximate value of the defective goods is €50 to €99. A closer look at the results shows that the majority of the consumer survey respondents reported an

[134] Detailed results of the consumer survey are provided in Chapter 1 of Part 2

approximate value of €25 to €99 (37%), followed by a value of €100 to €499 (26%). While some respondents also experienced defective products of low value (€0 to €9; 10%) or of a particularly high value (€500 or more; 11%), these cases were relatively limited.

Solving consumer rights problems also often requires time and sometimes even money. In the consumer survey, three cost areas were distinguished in the analysis of the most recent reported problem. Firstly, ***administrative follow-up*** (which includes the time and cost for phone calls to the seller, postage, etc.) required on average 3.5 hours and cost on average 17 euros. Secondly, ***legal follow-up***, (which includes the time and cost spent on legal advice or any other expert advice) required on average 1.8 hours and 16 euros. Lastly, ***product follow-up*** (which includes all efforts for resolving the problem through repair or replacement at the respondent's own cost) took on average 3.7 hours and cost 18 euros. The consumer survey also assessed consumers' cost for repair or replacement. Respondents reported a median value of 50 to 99 euros, which was more or less the same for products and services. This amount is higher than the average of 18 euros for the related product follow-up. It is quite likely, however, that the reported costs include the cost of replacing the goods and the administrative and other costs.

5.5. Individual redress for unfair commercial practices

This section focuses on the possibilities of consumers to obtain redress in the case of unfair commercial practices. In particular, it presents findings of the UCPD mystery shopping exercise[135] on traders' willingness to offer remedies in situations where mystery shoppers purchased products based on misleading claims about the offer as defined by the Unfair Commercial Practices Directive (UCPD).

We examined whether retailers engaging in misleading commercial practices were ***willing to offer remedies*** to consumers that were misled by these practices. First, the majority of retailers investigated in this mystery shopping exercise did not *recognise that the advertisement or presentation of the product was misleading* (Figure 31a). Almost half of the traders did not react (48%); more than a quarter of traders denied that the advertising or presentation was misleading (29%) and one in five did not reply to the mystery shoppers' allegations that their practices were misleading (21%). Only 3% of traders recognised that their practice was misleading. Nevertheless, 16% of the retailers proposed a remedy to the consumer after a complaint was made, i.e. even if they did not recognise that they had engaged in misleading practice.

Consequently, mystery shoppers evaluated retailers' willingness to offer a remedy as rather low (Figure 31b): 62% of the retailers were evaluated as (very) unwilling to offer a remedy and only 17% as (very) willing. On average, those selling *goods* were more willing to accept that their practices may have been misleading and were more likely to offer a remedy than service providers.

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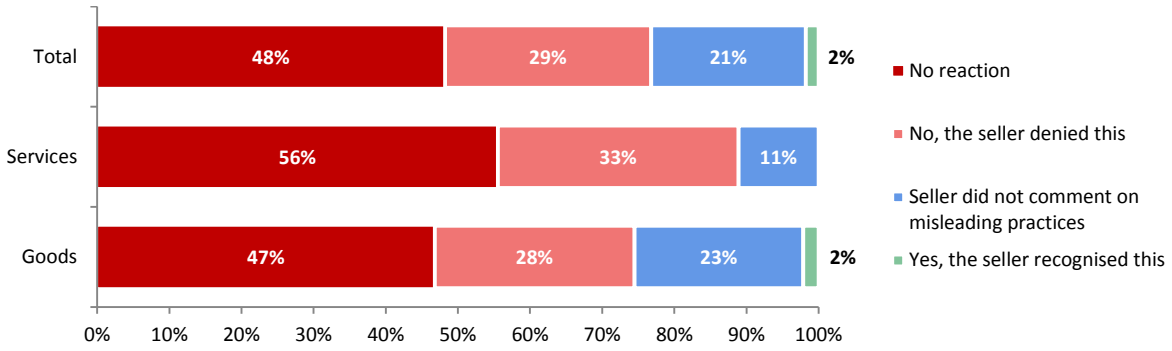
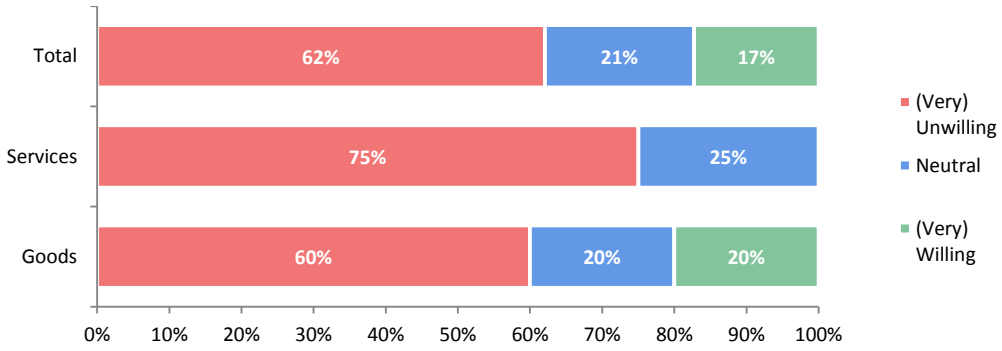
135 Detailed results of the UCPD mystery shopping are provided in Chapter 2 of Part 2

Figure 31 Traders' recognition of misleading practices and offering of remedies

a) Traders recognising that the advertisement or presentation of the product was misleading



b) Traders' willingness to offer a remedy



In the few cases where a remedy was proposed, often a refund was offered. For tangible goods, 38% of all mystery shoppers who were offered a remedy were given a full refund with the requirement of returning the product, while 13% were given a full refund and could keep the product. A partial refund was given in 25% of the cases with the requirement to return the product and in 13% of the cases the mystery shoppers got a partial refund and could keep the product. In the case of services, for all mystery shoppers (100%) who were offered a refund, this entailed a full refund and the agreement that they could 'keep' the service.

To compare the efficiency of requesting remedies for violations of the UCPD (not regulated in EU consumer law) with that of using the right of withdrawal expressly provided under the CRD, in the second stage of the mystery shopping exercise, the participants tried to exercise their right of withdrawal.

When ***withdrawing from the contract***, fewer than half of all traders investigated reimbursed the mystery shoppers fully (34%) or partially (4%)[136]. This is higher than the proportion of traders willing to offer a remedy for the misleading practices. The proportion of mystery shoppers receiving a refund was lower for services (22% got fully

[136] Under Article 13(1) CRD, the "trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 11".

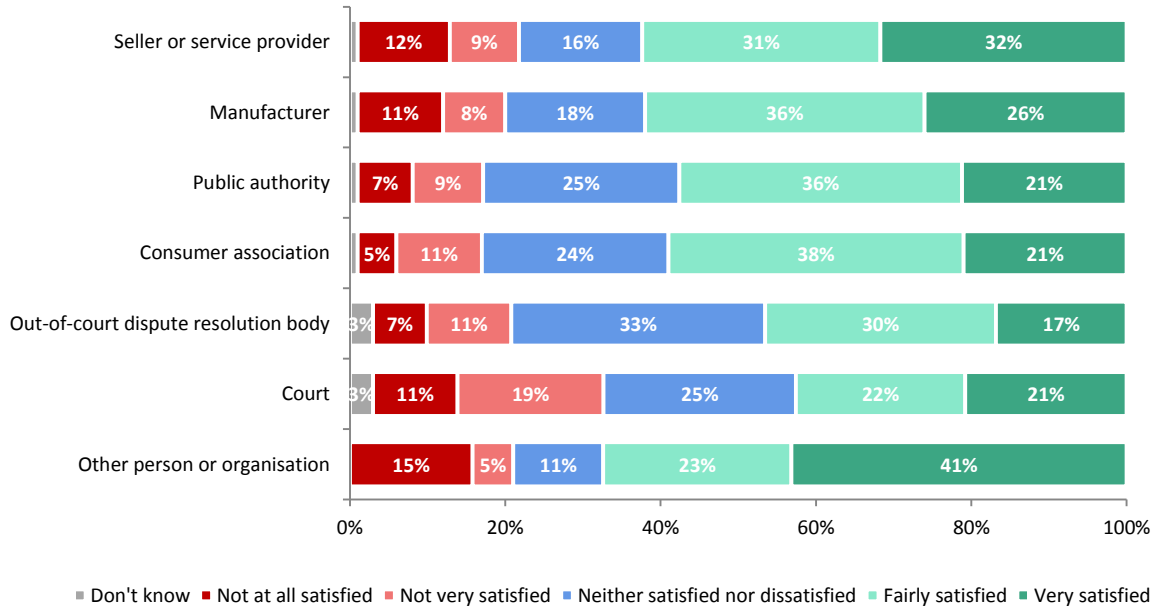
reimbursed) compared to goods (36% got fully reimbursed; 4% got partially reimbursed). For goods, more than half of the retailers investigated (60%) did not reimburse the consumer and explained the reasons why they did not do this. For services, the majority of traders (78%) did not reimburse the mystery shoppers and did not provide an explanation.

5.6. Consumer perceptions regarding the actions of national consumer organisations

Given that consumers may need to rely on the help of public authorities and consumer associations to solve more serious consumer rights problems (i.e., problems that were not solved by the seller, service provider or manufacturer), it is worthwhile exploring consumers' confidence in the work of these organisations.

First of all, the consumer survey[137] results provide insights into respondents' satisfaction with the problem solution efforts conducted by the organisations that were involved. It can be assumed that consumers first turn to the seller or service provider and take other actions only if this fails, i.e. in more complex cases. This may partly explain why respondents' satisfaction was higher when the seller or service provider (63% 'agree' or 'agree strongly') or the manufacturer (62%) were involved in solving the problem than when public authorities (57%) and consumer associations (59%) dealt with it (Figure 32). Satisfaction with the solution achieved by these two types of organisations was, however, still positive for most respondents.

Figure 32 Satisfaction with the way the problem was solved dependent on the involved organisation[138]



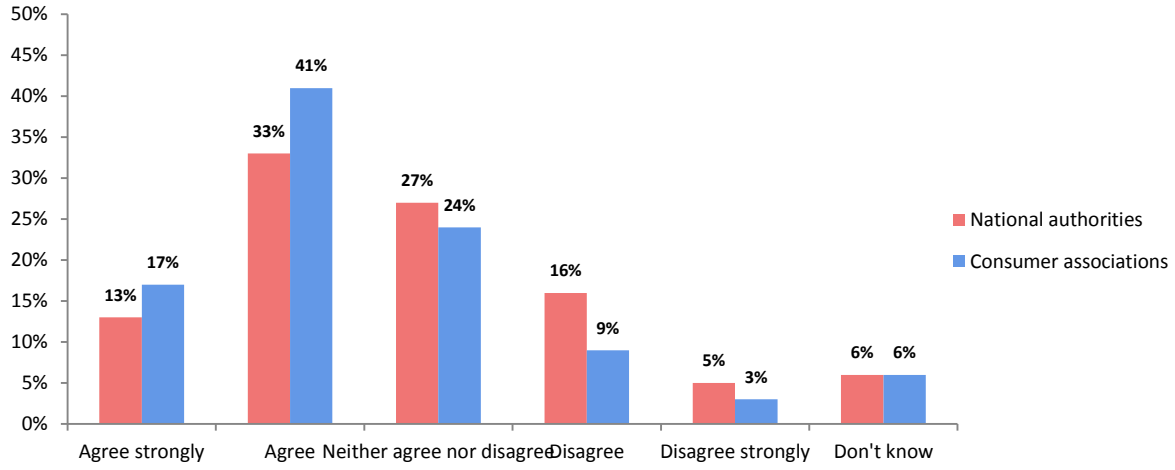
[137] Detailed results of the consumer survey are provided in Chapter 1 of Part 2

[138] Consumer survey question: "How satisfied were you with the way your complaint was dealt with by the …"

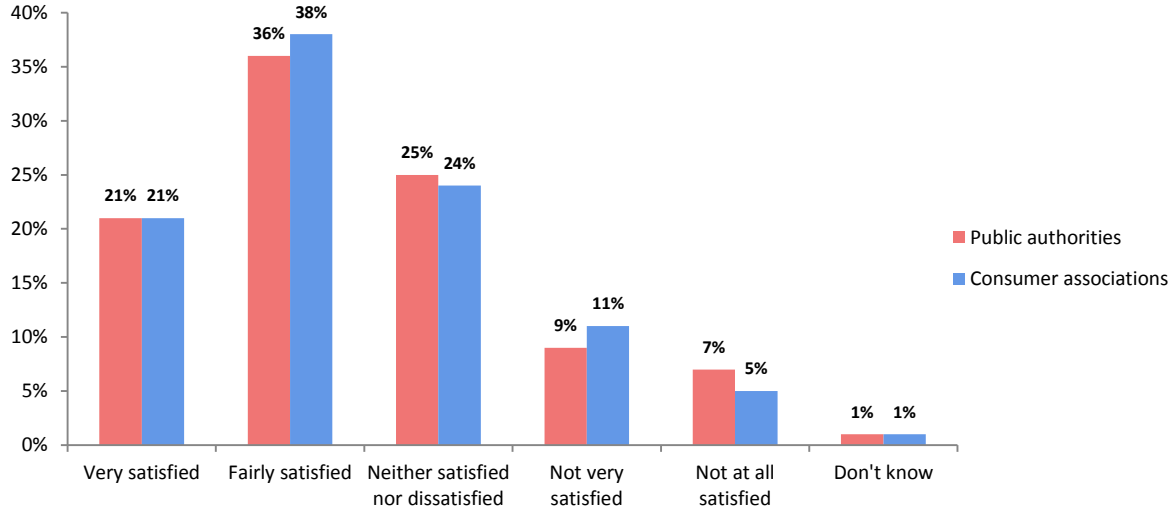
Respondents to the consumer survey rated both *national authorities* and *consumer associations* as rather competent (Figure 33a), though they had more confidence in consumer associations (58% 'agree' or 'agree strongly') than in national authorities (46%). A considerable proportion of respondents, however, were not certain about the competence of either organisation (27% for national authorities and 24% for consumer associations) or even had no confidence at all. This was particularly true for national public authorities (21% 'disagree' or 'disagree strongly' versus 12% for consumer associations). The results were similar to the findings about respondents' satisfaction with a problem resolution when the two organisations are involved (Figure 33b).

Figure 33 Respondents' satisfaction with and confidence in national authorities and consumer associations[139]

a) Respondents' confidence in national public authorities and consumer associations



b) Respondents' satisfaction with problem resolution when public authorities and consumer associations are involved



Higher levels of ***awareness of consumer rights*** also have a somewhat positive effect on respondents' confidence in public authorities and consumer associations. For example, respectively 33% and 39% of respondents with low levels of consumer rights awareness (i.e. an awareness score between 0% and 25%) were confident in public authorities and consumer associations, compared to 49% and 65% of respondents with high levels of consumer rights awareness (i.e. an awareness score between 75% and 100%). This trend could be observed not only for overall consumer rights awareness, but also for awareness of individual consumer rights.

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[139] Consumer survey replies to the statements "You feel confident that *competent national authorities*/ consumer associations take measures to stop traders from breaching these consumer rights" and "How satisfied were you with the way your complaint was dealt with by the …"

Previous findings about consumers' trust in problem resolution bodies

The findings of the Consumer Condition Scoreboard 2015 show that consumers have low levels of trust in the handling of disputes by the courts (36%), while they have somewhat more trust in problem resolution by means of out-of-court bodies (46%). Similarly, consumers are most satisfied with complaint handling by out-of-court entities (68%), while the level of satisfaction with courts is lower (54%). According to the Eurobarometer Flash 358, about three-quarters (74%) of all consumers trusted that consumer organisations protect their consumer rights. Almost six out of ten (59%) consumers trusted public authorities to protect these rights and trusted that retailers and providers respected these rights. A majority (55%) also thought that the existing consumer protection measures protected them adequately[140].

[140] European Commission. (2013). TNS Political & Social, Flash EB 358 Consumer Attitudes Towards Cross-Border Trade and Consumer Protection, 2013. .Retrieved from http://ec.europa.eu/public_opinion/flash/fl_358_en.pdf

6. THE EFFECT OF NATIONAL REGULATORY DIFFERENCES ON CROSS-BORDER TRADE

6.1. Key findings

This chapter looks at the prevalence of cross-border purchases and illustrates the importance of consumer rights when purchasing cross-border. As national consumer protection rules sometimes go beyond the minimum EU requirements, it also investigates how the national regulatory differences affect cross-border ctrade.

The findings of the consumer survey[141] show that respondents perform most of their purchases in domestic stores, both online and offline. Fewer than half of all respondents bought products or services in online or offline cross-border shops in the last year.

There are a number of factors that were important to respondents when buying in other EU countries. The *legal guarantee* for goods, *clear and fair terms and conditions* and the *availability of means to obtain remedy or redress if something goes wrong* were perceived as the three most important consumer rights-related factors. The findings also show that differences in consumer rights regarding *defective products* were an important issue for buying durable products abroad.

6.2. The prevalence of cross-border purchases

The results of the consumer survey show the frequency of buying products or services from traders in respondents' own countries or cross-border. Respondents performed most of their purchases (at least 'sometimes') at both offline (91%) and online traders (80%) from their own country. The proportion of respondents buying products or services from traders in another EU country was noticeably lower, both for offline traders (30%) and online traders (43%). Consistent with these general findings, only 17% of the respondents had at least sometimes travelled to a shop in another EU country to buy durable consumer goods, such as household appliances, electronic devices or cars.

6.3. Importance of consumer rights for cross-border purchasing

Consumer rights are important for respondents when purchasing products or services from both offline and online traders from other EU countries. Respondents especially perceived *the legal guarantee for goods*, *clear and fair terms and conditions* and *the availability of means to obtain remedy or redress if something goes wrong* as very important when shopping abroad. *Unit price indication* was perceived as a relatively less important factor, although still more than half of all respondents considered it important (Table 15).

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[141] Detailed results of the consumer survey are provided in Chapter 1 of Part 2

Table 15 Importance of factors in the decision-making process for shopping at different types of traders

	Offline trader in another EU country	Offline trader in own country	Online trader from another EU country	Online trader in own country
Respondents who purchased goods at these shops at least 'sometimes' (Q11)	30%	91%	43%	80%
Price	83%	89%	85%	89%
'Legal guarantee' for goods	80%	88%	83%	89%
Clear and fair terms and conditions	81%	86%	84%	88%
Availability of means to obtain remedy or redress if something goes wrong	79%	86%	82%	87%
Delivery cost	69%	71%	82%	84%
Language	70%	77%	74%	80%
Delivery time	66%	70%	71%	75%
Indication of price per litre / per kilogram for relevant product types	66%	71%	66%	70%
Additional (commercial) guarantees offered by the seller or manufacturer	62%	68%	64%	67%
After-sales services offered by the seller / manufacturer	61%	71%	63%	70%

Source: consumer survey

The importance of these different factors was barely affected by ***the cross-border shopping experiences of the respondents***. On average, those respondents who shopped at least sometimes in other EU countries perceived these consumer-rights related factors to be only very slightly more important, both for shopping at cross-border online stores (Table 16) and cross-border offline stores (Table 17). For example, 84% of respondents who reported shopping at least sometimes in cross-border online stores thought that the *'legal guarantee for goods'* was an important issue for them, which is only some percentage points more than for respondents who reported shopping rarely or never in online shops in other EU countries (83%). This trend can be observed consistently across all factors.

Table 16 The effect of the frequency of purchasing goods or services from an online trader based in another EU country on the importance of purchase decision factors

		Important / Very important	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know / Not applicable
Language	Shops 'rarely' or less abroad	74%	51%	24%	10%	4%	3%	9%
	Shops at least 'sometimes' abroad	75%	43%	31%	14%	6%	4%	1%
Legal guarantee for goods	Shops 'rarely' or less abroad	**83%**	62%	21%	6%	2%	1%	9%
	Shops at least 'sometimes' abroad	**85%**	57%	28%	9%	4%	1%	2%
Additional (commercial) guarantees	Shops 'rarely' or less abroad	**64%**	32%	32%	15%	8%	5%	9%
	Shops at least 'sometimes' abroad	**66%**	32%	34%	18%	9%	5%	2%
After-sales services offered by the seller/ manufacturer	Shops 'rarely' or less abroad	61%	33%	28%	16%	8%	5%	9%
	Shops at least 'sometimes' abroad	67%	34%	33%	17%	9%	5%	2%
Price	Shops 'rarely' or less abroad	85%	59%	25%	6%	1%	1%	7%
	Shops at least 'sometimes' abroad	87%	60%	28%	9%	3%	1%	1%

Indication of unit price	Shops 'rarely' or less abroad	**66%**	37%	29%	14%	7%	4%	9%
	Shops at least 'sometimes' abroad	**68%**	36%	32%	18%	8%	5%	2%
Delivery time	Shops 'rarely' or less abroad	70%	34%	35%	17%	5%	1%	8%
	Shops at least 'sometimes' abroad	74%	38%	36%	18%	6%	1%	1%
Clear and fair terms and conditions	Shops 'rarely' or less abroad	**83%**	61%	22%	6%	2%	1%	8%
	Shops at least 'sometimes' abroad	**86%**	56%	30%	9%	3%	1%	1%
Availability of means to obtain remedy or redress if something goes wrong	Shops 'rarely' or less abroad	**81%**	57%	24%	7%	2%	1%	9%
	Shops at least 'sometimes' abroad	**84%**	55%	29%	10%	4%	1%	1%
Delivery cost	Shops 'rarely' or less abroad	80%	53%	28%	8%	3%	1%	8%
	Shops at least 'sometimes' abroad	83%	53%	30%	11%	4%	1%	1%

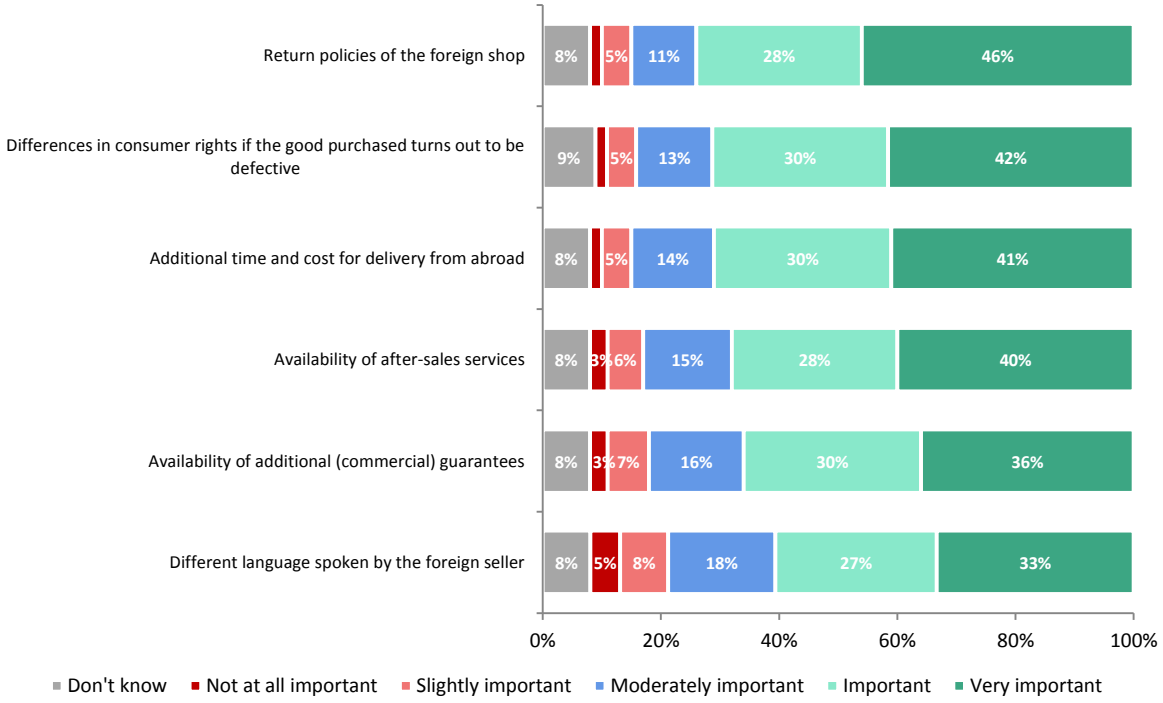
Table 17 The effect of the frequency of purchasing goods or services from an offline trader based in another EU country on the importance of purchase decision factors

		Important / Very important	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know / Not applicable
Language	Shops 'rarely' or less abroad	69%	43%	25%	12%	6%	5%	9%
	Shops at least 'sometimes' abroad	71%	40%	30%	16%	8%	4%	1%
Legal guarantee for goods	Shops 'rarely' or less abroad	79%	56%	22%	7%	3%	2%	9%
	Shops at least 'sometimes' abroad	81%	52%	29%	12%	4%	1%	1%
Additional (commercial) guarantees	Shops 'rarely' or less abroad	59%	29%	29%	16%	9%	7%	10%
	Shops at least 'sometimes' abroad	68%	32%	36%	17%	9%	4%	2%
After-sales services offered by the seller or manufacturer	Shops 'rarely' or less abroad	58%	30%	27%	16%	9%	7%	10%
	Shops at least 'sometimes' abroad	66%	33%	33%	18%	9%	6%	1%
Price	Shops 'rarely' or less abroad	83%	57%	27%	7%	2%	1%	8%
	Shops at least 'sometimes' abroad	83%	54%	29%	12%	3%	2%	1%

Indication of unit price	Shops 'rarely' or less abroad	**64%**	36%	28%	15%	8%	4%	9%
	Shops at least 'sometimes' abroad	**69%**	36%	33%	18%	8%	4%	1%
Delivery time	Shops 'rarely' or less abroad	64%	32%	32%	15%	5%	3%	13%
	Shops at least 'sometimes' abroad	71%	36%	36%	16%	6%	3%	4%
Clear and fair terms and conditions	Shops 'rarely' or less abroad	**80%**	56%	24%	7%	3%	1%	8%
	Shops at least 'sometimes' abroad	**81%**	52%	29%	11%	4%	2%	1%
Availability of means to obtain remedy or redress if something goes wrong	Shops 'rarely' or less abroad	**79%**	54%	25%	7%	4%	2%	9%
	Shops at least 'sometimes' abroad	**80%**	49%	31%	13%	5%	2%	1%
Delivery cost	Shops 'rarely' or less abroad	68%	44%	24%	8%	4%	5%	16%
	Shops at least 'sometimes' abroad	73%	44%	29%	12%	5%	5%	6%

Lastly, the importance of consumer rights, and especially differences in consumer rights, is further illustrated when the importance of factors when buying ***durable*** goods in a bricks-and-mortar shop in another EU country is examined more closely. Differences in *consumer rights in relation to defective goods* were the second most important factor for respondents when considering buying durable consumer goods in shops abroad.

Figure 34 Importance of factors when buying durable goods at offline traders in another EU country



7. CONCLUSIONS AND POLICY IMPLICATIONS

This chapter presents the key findings of the study and the related policy recommendations.

Key result 1: While the perceived relevance of most consumer rights is high, consumer rights awareness can be improved, especially in regard to specific national rights going beyond the minimum EU requirements.

According to the consumer survey, many respondents, when asked specific questions on consumer rights investigated in this study, considered them important in their decision-making (85% for legal guarantee, 85% for clear T&Cs, 84% for remedies if something goes wrong and 68% for unit price indication).

At the same time, the survey confirmed rather low levels of consumer knowledge of their rights. The consumer rights awareness index was calculated based on respondents' answers to consumer rights-related quiz questions: respondents knew on average the correct replies only for little more than half of the rights questions presented to them. The findings show that there are particular gaps in awareness about the length of the legal guarantee period and choice of remedies for defective goods and consumer rights concerning unfair terms and conditions. As regards the former two, respondents in countries with diverging legislation in this area were the least aware of the specifics of these rights in their country.

The importance of consumer rights awareness is further underlined when looking at the findings on the occurrence of problems related to consumer rights and respondents' actions to resolve these problems. While consumer survey respondents perceived traders on average to be compliant with existing rules on consumer rights, many still reported having experienced problems in regard to consumer rights in the past year. Most problems were related to 'misleading or aggressive commercial practices' and 'defective goods'. The findings also suggest that awareness and knowledge of what their rights are as consumers were positively related to the number of reported problems. Moreover, the findings of the consumer survey show that higher levels of consumer rights awareness decrease the chance that respondents do nothing to resolve problems that they encounter. This indicates that higher awareness could increase the chances that consumers act to resolve problems, further emphasising the importance of consumer rights awareness.

Recommendations:

The current findings highlight the need to further invest in raising consumer awareness about EU consumer and marketing law.

Consumers' lack of awareness about the specific national rules on legal guarantees going beyond the EU minimum rules seems to be a problem that must be addressed primarily at the national level. The national consumer protection organisations may be able to help to create such awareness. The campaigns could use traditional channels, or more modern social media (including YouTube and similar channels). Lessons can be learnt from earlier

campaigns such as the 2013-2014 consumer credit information campaign[142,143] and the 2014-2015 "Use your Consumer Rights" campaign which was conducted in several countries[144,145].

Key result 2: Information helps consumers to make better/more accurate decisions in particular when it is presented in a user-friendly way.

This study looked at the comprehension and impact of information presented in terms and conditions, unit price information, pre-contractual information and information that traders are required to provide in advertisements. Additionally, the impact of durability and reparability information was investigated. The latter can be relevant, given the increasing attention given to sustainability considerations.

The behavioural experiments demonstrate that ***Unit price information*** (regulated by the Price Indication Directive) helped respondents to understand which product options offered the best possible deal and led them to choosing these options more often. ***Pre-contractual information items***, which traders are required to provide under the Consumer Rights Directive (CRD), were universally easy to understand and seen as highly relevant for purchase decisions. Moreover, respondents found most of the information requirements of the Unfair Commercial Practices Directive (UCPD) quite important to be provided already at the advertising stage.

The way that information is presented has the potential to further increase consumers' comprehension and use of this information. Behavioural experiments showed that ***a summary-based presentation of terms & conditions can increase respondents' ability to identify unfair clauses*** and to adjust their behaviour accordingly – it made respondents better aware of unfair conditions and made them less willing to buy from traders imposing them.

Recommendations:

Adjusting the way information is presented offers interesting avenues for further improving consumers' use of information. For example, a behavioural experiment showed that a shorter version of the terms and conditions could result in a better understanding by the consumer. This is probably due to the lack of textual 'ballast' that would otherwise hide important clauses and thus diminishes the focus of the reader or discourages a thorough reading of the terms and conditions. It could be helpful to organise a campaign, or draft guidance, on how to make shorter and clearer terms and conditions. This could be organised in co-operation with the business sector in order to experiment with the feasibility and implementation of such a campaign/guidance. The campaign/guidance could furthermore focus on the structure of terms and conditions.

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[142] IFC International (2014) Evaluation of the information campaign "Knowing your rights with regard to consumer credit". Retrieved from: http://ec.europa.eu/smart-regulation/evaluation/search/download.do?documentId=11281094

[143] European Commission (2016) Use your credit rights (2016). Retrieved from http://ec.europa.eu/consumers/citizen/my_rights/consumer-credit/index_en.htm

[144] European Commission (2016) Consumer Rights Awareness Campaign. Retrieved from http://ec.europa.eu/consumers/consumer_rights/consumer_rights_awareness_campaign/index_en.htm

[145] Consumer rights awareness campaign (2016) Retrieved from http://ec.europa.eu/justice/newsroom/consumer-marketing/events/140317_en.htm

The study results further show that the mandatory information requirements under the CRD, PID and UCPD are relevant. Also, the voluntary provision of durability or reparability information should be encouraged in order to promote a more sustainable economy. Information campaigns could enhance traders' awareness of the relevance of information requirements and their impact on consumers' decisions.

Future studies are needed to further understand the effects and potential benefits of information presentation tools. While summaries of terms and conditions have improved information comprehension in this study, icons did not have the intended effect. Nevertheless, it is possible that icons might prove useful when further fine-tuned. Moreover, different visual modifications can be tested. As such, an interesting option could be the use of quality cues, at European or national level, such as labels of endorsement of the terms and conditions by enforcement authorities or consumer organisations (sectorial or global)[147]. Furthermore, the use of 'reading cost cues' could be promoted (indicating the time needed to read the terms and conditions).

Key result 3: There is a certain lack of awareness among retailers about the laws under which they should be operating.

The results imply that a large share of retailers are not sufficiently familiar with the consumer legislation under which they should be operating. This is reflected by the failure of traders to provide information required under the CRD about the ***withdrawal procedure*** (see Chapter 5.4.3) and about ***digital content functionality*** that apply particularly to digital content such as antivirus software or music downloads (see Chapter 5.4.2). A relatively large proportion of retailers failed to inform consumers about issues such as the interoperability of the software with computer hardware, the compatibility with other software or whether additional purchases are required to use the software. Given the increasing relevance of digital purchases, this is also an area where improvements could be made.

Recommendations:

The awareness of traders, especially of retailers, about consumer legislation should be improved. In the past, information campaigns have usually targeted consumers e.g. through media campaigns or by funding public authorities and consumer organisations to provide information to consumers about their rights. By contrast, traders have been targeted by such awareness raising efforts less often. The findings of the current study suggest, however, that many traders are not necessarily "black sheep", but often are simply unaware of their obligations, a factor which leads to new policy recommendations that entail:

Information campaigns, also funded by the EU, to enhance trader awareness: directed specifically at traders and their organisations. This could include seminars, leaflets, etc.

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146 Tijus, C., Barcenilla, J., Cambon de Lavalette, B., & Meunier, J. G. (2007). The design, understanding and usage of pictograms. In G. Rijlaarsdam (Series Ed.) and D. Alamargot, P. Terrier, & J. M. Cellier (Vol. Eds.), Studies in Writing, Vol. 21, Written Documents in the Workplace, 17–31.

147 European Commission Justice and Consumers. (2016). Study on consumers' attitudes towards Terms and Conditions. Retrieved from: http://ec.europa.eu/consumers/consumer_evidence/behavioural_research/docs/terms_and_conditions_final_report_en.pdf

A recommendation to the Member States to work on awareness standards, for example using the existing trade registers (commercial registers) to inform traders about their consumer law obligations. In some Member States, traders who register a business receive information about tax obligations, worker safety obligations, non-discrimination or fire safety. Member States could add to this information about traders' obligations to consumers. This could be further enhanced by "read and understood" declarations by traders to be signed upon registering a business.

Special attention should be given to the ***functionality and interoperability of digital content***, which traders are required to inform consumers about under the CRD. This is an important issue for the consumer. The acquisition of digital content is pointless if it cannot be used by the consumer as intended (or when additional investments are necessary to make it work). Frustrating purchases occur and these may result in considerable consumer detriment.

Updated guidance on the CRD could focus on this issue. A starting point for businesses and business associations to work on a better presentation of the information on functionality and interoperability is already given in the model appended to the CRD 2014 guidance[148]. This model encouraged traders to provide the necessary pre-contractual information about digital products with fitting icons in a table-like display and in a pre-defined order.

A concrete way to improve consumer awareness of the features of digital content would be to oblige the providers to provide **specific labels** on their products and on their websites, listing all compatibility requirements of the content, with a specific icon or a specific colour (and including terms such as, e.g. 'needs xyz', 'compatible with xyz', 'only for xyz'). If such a label could be agreed within the EU as an industry code, that could be helpful to protect the consumer, but it would also help the traders to demonstrate effectively that they have provided the necessary information to the consumer.

Currently, digital content is not covered by the Consumer Sales Directive 1999/44/EC and the conformity and consumer remedies concerning digital content are regulated differently across the Member States. This problem is already being tackled at the EU level – in December 2015, the Commission adopted a specific proposal for a Directive on certain aspects concerning contracts for the supply of digital content[149]. The proposed directive proposes the full harmonisation of the rules in this area to facilitate cross-border trade. It contains detailed rules regarding the assessment of the conformity of digital content with the contract and the respective consumer remedies in the event of lack of conformity, such as the termination of the contract and the reimbursement of the price paid.

When adopted, this proposal should thus complete the regulatory framework for digital content by providing for consequences when the content provided turns out not to be in conformity with the pre-contractual information provided under the CRD.

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148 European Commission DG Justice (2014). DG Justice guidance document concerning Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council. Retrieved from http://ec.europa.eu/justice/consumer-marketing/files/crd_guidance_en.pdf

149 COM(2015) 634 final

Key result 4: Consumer confidence in public authorities and consumer associations is rather low even if satisfaction with their performance is relatively high.

The consumer survey findings show that most respondents tried to resolve consumer rights-related problems by first contacting the seller of the product, the provider of the service or the manufacturer. Complaining to the trader first is also legally required in most situations before seeking redress through other channels. Most of the problems were resolved this way.

By contrast, organisations such as public authorities, consumer associations and out-of-court dispute resolution bodies were approached in only relatively few instances to deal, most probably, with the more difficult unresolved problems. Overall, more than half of the respondents of the consumer survey were satisfied with the performance of these organisations, and only a few consumers were dissatisfied. However, respondents' general confidence in the capabilities of public authorities and consumer organisations was relatively low: only half of all respondents were confident in the capabilities of these organisations.

Recommendations:

Consumer confidence in consumer protection authorities and consumer associations needs to be enhanced. This can only be solved by a recommendation to the Member States to strengthen and support these organisations, especially financially. In addition to financial support, consumers' awareness should be raised about the role of these organisations. The study results also suggest that *consumer rights* awareness has a positive effect on consumers' confidence in these organisations. Referring back to the recommendations of Key result 1, raising consumer awareness should be a priority.

Key result 5: Retailers using unfair commercial practices are unlikely to remedy problems voluntarily.

Unfair commercial practices that lead consumers into purchases based on misleading claims are prohibited by the Unfair Commercial Practices Directive (UCPD). However, the UCPD does not provide for any right to individual remedies for the victims of unfair practices. The UCPD mystery shopping exercise showed that most retailers using these practices were unwilling to recognise that their advertisement or presentation of the product was misleading and they were also unwilling to propose a remedy for the misleading practices to the individual consumer.

Recommendations:

Obtaining remedies such as reimbursement for purchases made because of unfair commercial practices is difficult for consumers and is not a right given to them under current EU law. At this point, remedies for sales on the basis of misleading actions can exist under civil law, i.e., a contract can be declared null and void because of fraud. In the case of tangible goods, the Consumer Sales and Guarantees Directive 1999/44/EC provides a remedy if the purchased good is not as was presented to the purchaser and the lack of conformity is discovered within the two-year legal guarantee period. However, the national legal redress mechanisms differ across the Member States and the scope of the application of Directive 1999/44/EC is limited. The findings highlight the need for more general EU-level rules on the right to individual remedies for breaches of the UCPD.

Key result 6: Consumers only engage to a limited degree in cross-border purchases. Differences in national regulations potentially affect cross-border trade.

The findings of the consumer survey show that fewer than half of all respondents bought products or services in (online and offline) shops in other EU countries and that they consider consumer rights as very important when doing so. Logically, respondents who shopped cross-border more often also encountered more problems. The legal guarantee for goods, clear and fair terms and conditions and the availability of means to obtain remedies or redress if something goes wrong were all perceived as highly important for making purchases in another EU country. Lastly, the respondents were particularly attentive to country differences in consumer rights regarding defective products when buying durable goods in a shop in another EU country.

Recommendations:

An important finding of this study is that consumers may not actually be aware of differences in the national consumer laws, but suspect that there may be differences and are attentive to such differences.–This may lead to not engaging in cross-border sales. Moreover, consumers are concerned about possible differences in their rights even if their rights towards traders in other Member States are the same or even better than in their own country. Two policy recommendations result from these findings:

Closing the awareness gap:

a) Information campaigns also funded by the EU to promote and enhance consumer awareness. This could also be combined with two political messages to the consumers as citizens:

- that indeed almost all consumer rights in Europe have an EU origin, and

- that many consumer rights are harmonised and that all consumers in the EU have these rights and can feel safe purchasing everywhere and from everywhere in the EU.

Closing the enforcement gap:

a) Further enhance the cross-border enforcement systems (this is already envisaged in the proposed revision of the Consumer Protection Co-operation (CPC) Regulation).

b) Information campaigns to professionals: as even lawyers and judges often lack knowledge in properly handling cross-border cases, this requires more effort in lawyer education (cross-border cases should be a compulsory subject in law schools/universities; there should be more training for current lawyers and judges; and there should be better exchange of experience between national judiciaries).

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Part II: Research Reports

1. THE CONSUMER SURVEY

1.1. Introduction

The goal of the Consumer Survey was to better understand the respondents' opinions and experiences related to their consumer rights[150]. Table 1 below details the research questions that were addressed by the consumer survey. When comparing Table 1 to the general list of the study's research questions (as set out in the Terms of Reference), it can be seen that all of the study's research questions receive at least some input from the data derived from this Consumer Survey.

Table 1 Research questions addressed by the Consumer Survey

TOPIC	RESEARCH QUESTION
Consumer knowledge/ experience	To what extent are consumers aware of and understand their rights under the relevant EU directives as demonstrated by their practical application?
Consumers' perception	What are consumers' views on the extent to which traders are compliant with consumer rights?
Consumer experience	To what extent do consumers encounter problems overall and while exerting their rights (including the nature, frequency and scale of these problems)?
Consumer experience	What actions do consumers take when their rights are breached? Why did (or didn't) they take these actions?
Consumer experience	How often do consumers obtain a remedy or redress to their problem?
Consumer satisfaction/ experience	How satisfied are consumers with the remedy or redress they received?
Consumer satisfaction/ perception	What are consumers' views on whether competent national authorities have done enough to make consumer rights work in practice?
Consumer satisfaction/ perception	What are consumers' views on whether consumer associations have done enough to facilitate their concrete functioning?
Consumer satisfaction/ perception	What are consumers' views on whether traders' associations contribute or instead stand in the way of ensuring consumer rights function well?
Consumer experience/ perception	Are existing consumer rights relevant to address current needs and trends in light of changed consumer and market behaviours?
Consumer behaviour/ experience	How is the market behaviour of consumers affected by existing consumer rights?
Consumer behaviour	Are consumers deterred from more actively engaging in cross-border commerce due to remaining national regulatory differences?

1.1.1. Methodology

An online survey amongst a representative sample of consumers in the EU was conducted to generate representative, valid and reliable data answering the research

[150] In terms of awareness of consumer rights, willingness and ability to make use of these rights, the nature and prevalence of problems consumers encounter when exercising their rights, and benefits the respective EU law instruments bring to consumers.

objectives. The survey was 20 minutes in length. The survey covered the EU28 countries, plus Iceland and Norway, and was translated into the languages of all 30 countries (see Annex 1 for the English version of the survey).

The consumer survey was designed to collect consumer experiences in a wide range of markets covering both goods and services and both online and offline sales channels. It delivered sufficiently representative results to measure European consumer attitudes and experiences related to consumer rights.

Survey responses were collected online using a sample from the GfK online panels[151] from Monday the 13th of June until Wednesday the 29th of June 2016. GfK collected responses from 23,501 consumers. Table 2 below provides an overview of the number of respondents per country. The target number of completes was achieved in all countries. 19 countries had about 1,000 interviews each, 7 countries had 500 interviews each, and the smallest 4 countries in the survey had 250 interviews each.

The criterion used for assigning the number of interviews per country was determined by the population size of those aged 18+. The countries with an 18+ population over 4 million had 1000 interviews each, whilst countries with a population aged 18+ between 1 million and 4 million had 500 interviews each. All the 4 smallest countries had a population aged 18+ of less than one million. In terms of confidence intervals when analysing sample size within a specific country, one can say with 95% confidence that the margin of error attributable to sampling and other random effects is +/-3.1% in the 19 countries with about 1000 interviews, +/-4.4% in the 7 countries with 500 interviews and is +/-6.2% in the 4 countries with 250 interviews.

The surveyed respondents represented the national population of consumers aged 18+ in all countries. In order to ensure this, quotas were set on age (based on three age groups: 18-34, 35-54, and 55+). The quotas were implemented by asking the age and gender of the respondents at the beginning of the questionnaire, so that respondents from the over-represented groups could be screened out at this stage[152].

Table 2 Overview of the number of respondents per country

EU28	Population aged 18+	Number of interviews
DE	68.127.887	1000
FR	50.333.283	1000
IT	50.112.682	1000
UK	48.442.405	1000
ES	37.797.025	1000
PL	30.932.293	1000
RO	17.492.677	1000
NL	13.060.510	1000
EL	9.3451.83	1000
CZ	8.659.072	1001
BE	8.625.746	1000
PT	8.494.192	1000
HU	8.025.761	1000
SE	7.419.588	1000
AT	6.833.544	1000

151 Respondents of this survey were drawn from the existing GfK consumer panel database, a database of respondents that regularly participate in GfK studies.

152 In addition, the data at the EU28 level and at the level of all countries was weighted on the country population.

BG	6.303.911	1000
SK	4.380.746	1000
DK	4.319.228	1000
FI	4.262.971	1000
HR	3.634.148	500
IE	3.347.007	500
LT	2.692.484	500
LV	1.860.937	500
SI	1.698.909	500
EE	1.093.038	500
CY	633.209	250
LU	394.805	250
MT	345.286	250
NON-EU	Population aged 18+	Number of interviews
NO	3.940.474	500
IS	242.099	250
TOTAL		23.501 respondents

In order to correct for differences related to the representativeness of the surveyed sample of the specific country's overall population (according to Eurostat data[153]) in terms of population size, age and gender[154], specific weighting variables have been applied to give relatively more weight to the replies from the under-represented respondent categories and reduce the weight of the over-represented categories. For example, in the current sample, 0,76% of the EU28 respondents were Belgian women between 35 and 54 years old, whilst the same group presents 0,37% of the actual EU28 population (based on Eurostat). To adjust for this difference, the relative weight of the replies from this group has been decreased by applying a weighting of 0,484. In addition to this EU28 weighting variable, an overall country weighting (for the EU28 countries and Norway and Iceland) was created in a similar way.

The results of this survey were not only analysed per country, but also compared between EU15 and EU13 countries. While EU15 countries have been part of the EU before 2004, the EU13 countries acceded to the EU after 2004. See Table 3 for an overview. 60% of the respondents of the survey lived in a EU15 country, while 40% lived in a EU13 country.

Table 3 Overview of the EU15 and EU13 countries

EU15 countries	EU13 countries
Austria	Bulgaria
Belgium	Croatia
Denmark	Cyprus
Finland	Czech Republic
France	Estonia
Germany	Hungary
Greece	Latvia

[153] Eurostat data about the EU population on 1 January 2016 (last updated on 22. 04. 2016; extracted on 01. 06. 2016)

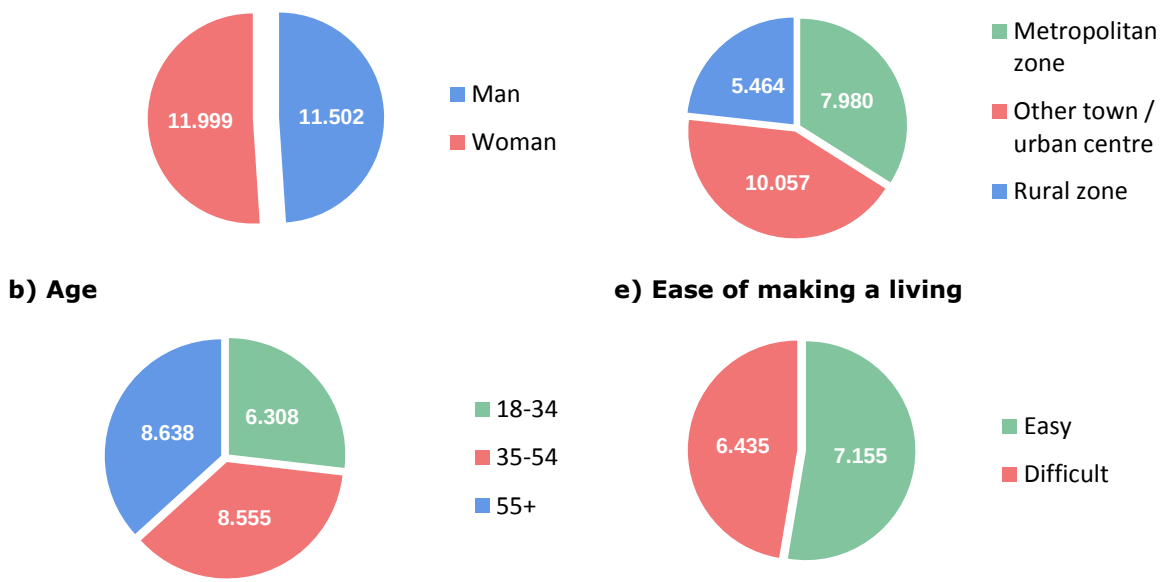
[154] Crossed statistics of gender and age instead of age and gender as separate variables were used for weighting. Concretely, the population of men and of women in the age groups 18-34 years, 35-54 years and 55+ years were considered.

Ireland	Lithuania
Italy	Malta
Luxembourg	Poland
Netherlands	Romania
Portugal	Slovakia
Spain	Slovenia
Sweden	
United Kingdom	

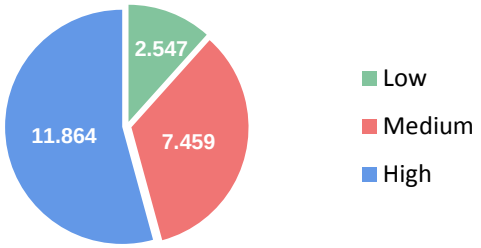
1.1.2. Sample specifications

Quotas were set to ensure a representation of the national populations. Concretely, the sample consisted of 11.502 men (49%) and 11.999 women (51%). Three age groups were distinguished as follows: 6.308 respondents were between 18 and 34 years old (27%), 8.555 respondents were between 35 and 54 years old (36%) and 8.638 (37%) respondents were 55 years or older. When looking at the education of the respondents, 2.547 respondents (12%) had a low level of education, 7.459 respondents were medium educated (34%) and 11.864 respondents (54%) were highly educated. Most respondents lived in towns or other urban centres (10.057, 43%), while 7.980 respondents lived in metropolitan areas (34%) and 5.464 respondents live in rural areas (23%). Finally, considering the respondents financial situation, 7.155 respondents found it easy to make a living (53%), while 6.435 respondents were in a relatively more difficult financial situation (47%). The characteristics of the survey sample are summarized in Figure 1.

Figure 1 Characteristics of the survey sample



c) Education



This chapter provides full analysis of the results of this survey. Please note that the findings presented in this report are descriptive. Differences between socio-demographic profiles are only reported when they are statistically significant at a significance level of α = 0,05. Moreover, particularly high or low values are indicated with colours in the tables. As such, particularly high value or positive findings (such as top-scoring results) are indicated with green, while particularly low values or negative findings are indicated with red. Finally, due to the rounding of figures in certain cases, the total percentage in a table does not always add up exactly to 100%, but a number very close to it (e.g., 99 or 101). When questions allow for several responses, percentages often add up to more than 100%. Percentages shown in the graphics may display a difference of % compared to the tables because of the way previously-rounded percentages are added.

1.2. Awareness and understanding of consumer rights under the relevant EU directives

This section explores the results of the survey that dealt with the respondents' awareness, understanding and practical application of their rights under the relevant EU directives:

- The Price Indication Directive;
- The Sales and Guarantees Directive;
- The Unfair Commercial Practices Directive; and
- The Unfair Contract Terms Directive.

The **Price Indication Directive** (98/6/EC)155 aims at improving consumer information by enabling consumers to better evaluate and compare the prices of products and, hence, to make better informed choices. Specifically, the unit pricing should enable the value-conscious shopper to better determine the item with the lowest unit price.

The **Sales and Guarantee Directive** (1999/44/EC)156 deals with the conformity with the contract and legal and commercial guarantees for tangible consumer goods. Specifically, it provides that sellers are liable for any lack of conformity (defect) of the goods that becomes apparent within a (minimum) period of two years after the delivery of the goods.

The **Unfair Commercial Practices Directive** (Directive 2005/29/EC)[157] bans aggressive and misleading commercial practices, e.g., in advertising, and requires traders to make clear, accurate and substantiated claims.

The **Unfair Contract Terms Directive** (93/13/EEC)[158] protects consumers from unfair terms in consumer contracts. A term that has not been individually negotiated is regarded as unfair if "contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer". Unfair terms are not binding on consumers. Moreover, traders are required to draft their terms in plain, intelligible language. In case of doubt about the meaning of a term, the interpretation most favourable to consumers prevails.

The following section measures the respondents' awareness of these four Directives by asking questions about the following five rights, based on realistic scenarios that consumers may face:

- The right to see the price of products also per unit;
- The right to remedies if the goods turn out to be defective;
- The right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts;

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155 http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:31998L0006

156 http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:31999L0044

157 http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1410437777196&uri=CELEX:32005L0029

158 http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:31993L0013.

- When the contract includes unclear or ambiguous general terms and conditions, the right to have these terms interpreted in the consumer's favour;
- The right not to be bound by unfair general terms and conditions.

1.2.1. Awareness of the rights to see the price of products per unit

In order to measure awareness of the right to be informed also about the price of products per unit, respondents were presented with the following scenario (*Q2*):

You went to the supermarket to buy water. The shelf displayed the prices for some brands per bottle and per litre, whilst for others the price was only given per bottle. Should prices also be indicated per litre for all of the bottles of water (except where their volume is 1 litre)?

1. Yes – the supermarket must show litre prices for bottles that are not 1 litre bottles, that is the law.

2. No – the supermarket is allowed to choose whether or not they show litre prices.

3. Don't know

When presented with this scenario, 67% of EU28 respondents correctly answered "Yes', 18% incorrectly answered "No", and 15% answered "Don't know".

The level of awareness differed greatly at country-level (see Table 4). While at least 75% of the respondents in Finland (80%), France (79%), Hungary (79%), Estonia (76%) and Italy (75%) gave correct reply, this number was much lower for Denmark (50%), Malta (50%), the UK (50%) and especially the Netherlands (39%).

Table 4 Awareness of the right to see also the unit price at country-level (Q2)

	Correct response (Yes)	Incorrect response (No)	Don't know
EU28	**67%**	**18%**	**15%**
Finland	80%	11%	9%
France	79%	8%	12%
Hungary	79%	11%	10%
Estonia	76%	12%	11%
Italy	75%	13%	12%
Austria	73%	17%	11%
Greece	72%	13%	15%
Romania	71%	19%	9%
Germany	70%	18%	12%
Slovakia	70%	20%	11%
Latvia	69%	17%	14%
Portugal	68%	17%	14%
Iceland	68%	17%	15%
Cyprus	67%	15%	18%
Luxembourg	67%	18%	15%
Belgium	66%	18%	16%
Czech Republic	65%	19%	16%
Spain	65%	15%	20%

Sweden	65%	16%	18%
Poland	64%	22%	14%
Slovenia	64%	21%	15%
Bulgaria	63%	24%	13%
Ireland	62%	19%	19%
Norway	62%	18%	20%
Lithuania	59%	24%	17%
Croatia	56%	25%	18%
Denmark	50%	28%	22%
Malta	50%	31%	18%
UK	50%	27%	23%
Netherlands	39%	38%	24%

Base: all respondents (EU28 plus Norway and Iceland[159]) (n = 23,501)

When analysing results according to socio-demographics (see Table 5), there were more correct answers from men than women (70% vs. 64%) and women were also more likely than men to answer "Don't know" (17% vs. 13%).

Table 5 Awareness of the right to see also the unit price for socio-demographic profiles (Q2)

	Correct response (Yes)	Incorrect response (No)	Don't know
EU28	**67%**	**18%**	**15%**
EU15	67%	17%	16%
EU13	67%	20%	13%
Male	70%	17%	13%
Female	64%	19%	17%
18-34	64%	20%	16%
35-54	68%	16%	16%
55+	68%	18%	14%
Low education level	68%	18%	14%
Medium education level	67%	18%	15%
High education level	68%	17%	15%
Metropolitan	69%	18%	14%
Other urban	66%	17%	17%
Rural	66%	20%	15%
Easy to make ends meet	67%	20%	14%
Difficult to make ends meet	68%	17%	15%

Base: all EU28 respondents (n = 22,751)

159 "All respondents" in this report refers to respondents from EU28 plus Norway and Iceland.

1.2.2. Awareness about the legal guarantee[160] period

In order to measure awareness concerning the length of the legal guarantee for tangible goods respondents were presented with the following scenario (*Q3*):

You purchased a new television set from an Internet shop in your country, but your TV set broke down after 18 months of use. What is the length of the period in your country during which you may bring a claim against the seller if the product turns out to be defective?

1. 6 months

2. 1 year

3. 2 years

4. 3 years

5. 5 or 6 years

6. There is no such time limit

7. Don't know

For the majority of countries, the correct answer is 2 years as per Directive 1999/44/EC. The exceptions are the UK (the correct reply is *5 or 6 years* as it is 5 years in Scotland and 6 years in the rest of the UK), Ireland (the reply considered correct is also *5 or 6 years* – it is 6 years in reality), the Netherlands (no fixed time limit), Finland (no fixed time limit), Sweden (generally 3 years) and Norway (generally 2 years and 5 years for goods with a longer expected lifespan). Based on this information, answers were encoded as 'Correct' (if answer corresponded to the time limit in the consumer's country of residence), 'Incorrect' (if another time limit was given than the correct one[161]) and 'Don't know'.

At the overall EU28 level, 47% of respondents gave the correct answer, 36% gave an incorrect answer, and 17% answered *don't know*. The results at country-level in Table 6 (cells in grey indicate the correct answer for each country), show that the awareness was much lower for countries with longer/unlimited periods: Ireland, the UK, the Netherlands, Finland and Sweden are the bottom five in terms of awareness of this consumer right. For these 5 countries, respondents were more likely to select the answer *2 years* than the correct response for their national situation. This suggests that in this area the consumer awareness of the EU-wide rights is higher than that of their specific national legislation.

Most correct replies were recorded in Slovakia (91%) and the Czech Republic (86%), followed by Portugal (76%), Denmark (75%), Malta and Latvia (both 74%). Other notable results at national level are as follows:

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160 The term "legal guarantee period" is used in this report to refer generally to the different types of time limits in the Member States for the seller's liability for defective goods. As indicated, the respective survey question did not refer to "legal guarantee" but rather used a neutral formulation.

161 Due to the specific situation for Norway, both 2 years and 5/6 years were accepted as correct answers for respondents in this country.

- Respondents in Lithuania (15%) and Romania (12%) were most likely to incorrectly state that the legal guarantee period is 6 months;
- Over a third of respondents in Hungary, Ireland and the UK incorrectly stated that the legal guarantee period is 1 year;
- Respondents in Norway (14%), Iceland and the Netherlands (both 10%) were most likely to incorrectly state that the legal guarantee period is 3 years;
- Respondents in the UK (11%) and Romania (8%) were most likely to incorrectly state that there was no time limit to the legal guarantee period;
- The proportion of respondents answering *don't know* was highest in France (32%), Ireland (30%), Finland and Greece (both 28%).

Table 6 Awareness of the legal guarantee period at country level (Q3)

	Correct response	6 months	1 year	2 years	3 years	5 or 6 years	No time limit	Don't know
EU28	**47%**	**6%**	**17%**	**49%**	**5%**	**2%**	**4%**	**17%**
Slovakia	91%	2%	1%	91%	2%	1%	0%	3%
Czech Republic	86%	3%	1%	86%	3%	1%	1%	4%
Portugal	76%	5%	7%	76%	3%	1%	1%	8%
Denmark	75%	4%	7%	75%	5%	1%	1%	8%
Malta	74%	4%	8%	74%	2%	1%	2%	11%
Latvia	73%	3%	5%	74%	4%	1%	1%	13%
Estonia	71%	5%	8%	71%	4%	1%	1%	11%
Spain	65%	5%	10%	66%	4%	1%	1%	13%
Italy	64%	6%	16%	64%	3%	1%	1%	9%
Germany	63%	7%	12%	63%	7%	1%	2%	8%
Belgium	61%	7%	8%	61%	4%	1%	1%	18%
Luxembourg	61%	6%	7%	61%	4%	2%	3%	17%
Poland	60%	7%	11%	60%	4%	1%	3%	16%
**Norway*	56%	3%	7%	24%	14%	32%	2%	18%
Bulgaria	54%	6%	10%	54%	8%	2%	6%	15%
Austria	49%	10%	19%	49%	7%	0%	2%	13%
Cyprus	49%	6%	15%	48%	8%	2%	4%	16%
Iceland	47%	5%	12%	47%	10%	2%	1%	24%
Lithuania	43%	15%	12%	43%	4%	1%	2%	23%
Romania	43%	12%	8%	43%	4%	1%	8%	26%
Hungary	42%	4%	37%	42%	5%	2%	0%	10%
Slovenia	42%	7%	21%	42%	4%	2%	3%	20%
Croatia	39%	9%	26%	39%	4%	1%	1%	20%
Greece	31%	8%	24%	31%	3%	1%	5%	28%

France	28%	10%	22%	28%	3%	1%	4%	32%
**Sweden*	19%	2%	20%	39%	19%	1%	3%	17%
**Finland*	15%	5%	14%	30%	6%	3%	15%	28%
**Netherlands*	7%	2%	17%	35%	10%	4%	7%	24%
**UK*	6%	4%	36%	17%	4%	6%	11%	22%
**Ireland*	4%	3%	37%	16%	6%	4%	4%	30%

Base: all respondents (n = 23,501)

Similar to the findings above, it can be seen (in Table 7) that the proportion of correct answers is much higher in the EU13 than the EU15 (57% vs. 44%). The main explanation behind this is that all five countries with longer/unlimited periods, which show much lower levels of awareness, are EU15 countries.

There are relatively minor (yet significant) differences according to socio-demographics. In terms of gender, men gave slightly more correct answers (49% vs. 45%). At the same time, however, they also gave more incorrect answers (38% vs. 35%). Women, in contrast, more often replied that they don't know the answer (20% vs. 14%). Other socio-demographic profiles that had a higher proportion of correct answers were respondents with a medium level of education (50%), those living in metropolitan regions (49%) and aged 35-54 (49%, compared to 44% for 18-34 year olds).

Table 7 Awareness of the legal guarantee period by socio-demographic profiles (Q3)

	Correct response	Incorrect response	Don't know
EU28	**47%**	**36%**	**17%**
EU15	44%	39%	17%
EU13	57%	27%	15%
Male	49%	38%	14%
Female	45%	35%	20%
18-34	44%	38%	18%
35-54	49%	36%	16%
55+	47%	36%	17%
Low education level	45%	37%	17%
Medium education	50%	35%	15%
High education	46%	37%	17%
Metropolitan	49%	35%	16%
Other urban	46%	37%	17%
Rural	46%	37%	18%
Easy to make ends	46%	39%	15%
Difficult to make	45%	37%	18%

Base: all EU28 respondents (n = 22,751)

These findings of the current study are similar to the findings of the earlier (December 2015) "**Consumer Market Study on the functioning of legal and commercial guarantees for consumers in the EU**" (referred to as 'Consumer Guarantee Study' in the remainder of this report)[162]. Similar to the 47% correct answers in the current study, 41% of the respondents knew the correct length of the legal guarantee according to the Consumer Guarantee Study[163]. Furthermore, no big differences were found for the EU15 respondents, of which respectively 44% in the current survey and 43% in the Consumer Guarantee Study knew the correct legal guarantee period. The findings for the EU13 countries, however, differ largely. While 57% of EU13 respondents knew the correct legal guarantee period in the current study, this was only 35% of the EU13 respondents in the Consumer Guarantee Study. Finally, while the top 13 countries in the current study score 60% or higher, the third best country in the Consumer Guarantee Study (Germany) scored only 58%. At country-level, it is noticeable that the top-scoring countries in both studies are Slovakia and the Czech Republic: respectively 91% and 86% in the current study and 73% and 72% in the Consumer Guarantee Study. These results suggest that there has been an overall increase in the level of awareness since the data collection for the 2015 Consumer Guarantee Study[164].

1.2.3. Awareness about the available remedies in case of defective goods

Besides the questions about the length of the legal guarantee, respondents were also asked (*Q32*) about their awareness as to the kind of remedies that are available to them in case of defective goods:

When you purchase a good which turns out to be seriously defective and you are within the relevant time-limit to bring a claim against the seller, what kind of remedies do you have against the seller under the law of your country?

1. ***You are entitled to free repair or replacement of the defective good, and only if that is impossible (or if the seller refuses to do so), you can claim a price reduction or rescission of the contract (Option A)***

2. ***You may within a 30 day period ask for immediate refund (the right to reject). Subsequently, you are entitled to free repair or replacement of the defective good, and only if that is impossible (or if the seller refuses to do so), you can claim a price reduction or rescission of the contract (Option B)***

3. ***From the outset you have the choice to ask directly for a price reduction or rescission of the contract (Option C)***

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162 http://ec.europa.eu/consumers/consumer_evidence/market_studies/guarantees/index_en.htm

163 The percentage in the Consumer Guarantee Study was calculated not considering Ireland, the UK and Sweden. These, however, are countries where national provisions have extended the legal guarantee's duration (see above). In contrast, the average EU28 percentages in the current study include consumers in these countries.

164 This may be due to consumer rights awareness campaigns. For example, ECC NET centres across the 30 countries (EU28 + Iceland and Norway) ran a study about guarantees in 2015 and publicized the findings (http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/reports/index_en.htm)

4. *Don't know (Option D)*

For the majority of countries, the correct answer was Option A, where consumers first have the right for a free repair or replacement. In the UK and Ireland, Option B was correct: consumers can ask for an immediate refund within 30 days. Finally, for five countries (Croatia, Greece, Lithuania, Portugal and Slovenia) Option C was correct: consumers in these countries have the free choice to request immediately price reduction or rescission of the contract. Based on this information, answers in Table 8 were encoded as 'Correct' if answer corresponds to the rights existing in the respondents' country of residence, and as 'Incorrect' if a reply other than the correct one is given and 'Don't know'.

At the overall EU28 level, more respondents gave an incorrect response (44%) (See also Table 9) than a correct response (38%). At the country level (cells in grey indicate the correct answers), respondents in Austria (54%), Estonia (51%) and Germany (50%) know better than the EU average (38%) what the rights in their country are concerning remedies when a product turns out to be defective. In contrast, in the five countries where consumers have from the outset the choice to ask directly for a price reduction or rescission of the contract (Option C), awareness of this right was the lowest.

Table 8 Awareness of the rights concerning remedies for defective goods at country level (Q32)

	Correct	Option A	Option B	Option C	Don't Know
EU28	**38%**	**38%**	**34%**	**10%**	**18%**
Austria	54%	54%	31%	7%	9%
Estonia	51%	51%	27%	3%	18%
Germany	50%	50%	29%	9%	12%
Finland	47%	47%	21%	12%	20%
Hungary	47%	47%	34%	6%	14%
Czech Republic	47%	47%	37%	6%	10%
Denmark	46%	46%	21%	9%	24%
United Kingdom	46%	25%	46%	9%	20%
Poland	45%	45%	25%	15%	15%
Malta	44%	44%	29%	6%	20%
Romania	42%	42%	40%	9%	9%
Sweden	42%	42%	24%	9%	25%
Bulgaria	42%	42%	38%	6%	14%
Slovakia	40%	40%	43%	8%	9%
Latvia	40%	40%	29%	10%	21%
Luxembourg	39%	39%	29%	12%	20%
Ireland	38%	32%	38%	8%	21%
Norway	38%	38%	25%	13%	23%
Cyprus	38%	38%	30%	10%	23%
Netherlands	38%	38%	32%	9%	21%
Italy	37%	37%	39%	10%	15%
Iceland	36%	36%	29%	6%	28%
Belgium	34%	34%	27%	11%	28%
Spain	33%	33%	39%	9%	20%
France	25%	25%	28%	16%	31%
Croatia	9%	29%	44%	9%	17%
Lithuania	8%	40%	38%	8%	14%

Slovenia	8%	46%	35%	8%	11%
Portugal	7%	38%	44%	7%	11%
Greece	6%	38%	39%	6%	17%

Base: all respondents (n = 23,501)

Table 9 gives an overview of the results for different socio-demographic profiles. The results are more or less consistent for all socio-demographic groups. It is noticeable that respondents that find it easy to make ends meet are more aware of their rights in this area (42%) than respondents that find this difficult (34%).

Table 9 Awareness about the consumer remedies – EU wide and by socio-demographic profiles (Q32)

	Correct response	Incorrect response	Don't know
EU28	**38%**	**44%**	**18%**
EU15	38%	43%	19%
EU13	37%	50%	13%
Male	39%	45%	16%
Female	37%	44%	20%
18-34	34%	46%	20%
35-54	39%	43%	18%
55+	39%	45%	17%
Low education level	35%	44%	21%
Medium education level	38%	45%	17%
High education level	38%	45%	17%
Metropolitan	36%	48%	16%
Other urban	38%	43%	19%
Rural	38%	43%	19%
Easy to make ends meet	42%	43%	16%
Difficult to make ends meet	34%	47%	19%

Base: all EU28 respondents (n = 22,751)

Finally, it was also tested **to which degree people exercise their rights** as regards the short term right to reject and the free choice of remedies in case of defective goods (Q33). This was only measured for respondents who had chosen option B or option C in the question above (i.e., Q32). It is important to note that, for the purpose of country comparison, this question was asked also to respondents in those Member States that do not provide for such rights in the national law. The exact question was:

When the goods you purchased turn out to be defective, do you exercise your rights to reject the goods within 30 days of purchase or to ask immediately for price reduction or termination of the contract?

The results for the EU28 respondents show that almost half of these respondents reported that they always reject the goods or immediately request price

reduction/termination (45%), while 35% reported doing so after the seller's first repair or replacement of the good does not solve the problem. 16% of the respondents replied that they had not rejected the goods or immediately requested price reduction/termination when confronted with a defective product.

Looking at the results at country-level (Table 10), 8 out of the 10 highest scoring countries for respondents who rejected the good or immediately requested price reduction/termination, were EU15 countries and 7 out of 10 highest scoring countries for respondents who had not rejected the goods or requested price reduction/termination in practice were EU13 countries. The exceptions from this trend are respondents in EU13 countries Malta (52%) and Romania (51%) who also reported rejecting the goods or requesting price reduction/termination quite often and respondents in EU15 countries France (27%), Sweden (25%) and Denmark (24%) who reported rejecting the goods or requesting price reduction/termination less often.

Table 10 Use of the free choice of remedies/short term right to reject at country level (Q33)

	Yes, you do always exercise these rights	Yes, you do exercise these rights but only when the seller's first repair or replacement of the good does not solve the problem	No, you have not used these rights in practice	Don't know
EU28	**45%**	**35%**	**16%**	**4%**
Portugal**	59%	33%	7%	1%
Iceland	57%	27%	15%	1%
Spain	56%	36%	6%	3%
Malta	52%	34%	13%	1%
Romania	51%	36%	12%	1%
Austria	49%	39%	9%	2%
Germany	49%	39%	8%	4%
Ireland*	49%	33%	15%	4%
Greece**	48%	38%	12%	2%
UK*	46%	32%	18%	4%
Italy	46%	40%	12%	3%
Bulgaria	44%	31%	24%	1%
Czech Republic	44%	43%	8%	5%
Belgium	44%	32%	19%	6%
Slovakia	41%	37%	19%	3%
Netherlands	40%	35%	17%	8%
Norway	40%	34%	18%	8%
Sweden	39%	28%	25%	8%
Lithuania**	39%	28%	32%	2%
Finland	38%	37%	18%	6%
Slovenia**	38%	39%	20%	4%

Cyprus	37%	37%	21%	6%
Denmark	36%	35%	24%	4%
France	36%	32%	27%	5%
Poland	36%	34%	26%	4%
Luxembourg	36%	36%	21%	7%
Hungary	34%	37%	25%	4%
Estonia	33%	35%	29%	3%
Latvia	32%	32%	33%	3%
Croatia**	30%	44%	23%	3%

Base: All respondents that ticked Option B or Option C in Q32 (n = 9,960); for countries with * Option B was correct; for countries with ** Option C was correct.

Table 11 shows that more than one fifth of EU13 respondents (21%) reported not having rejected the goods or requested immediate price reduction/termination, compared to only 15% of EU15 respondents. Moreover, only 40% of the EU13 respondents reported always rejecting the goods or requesting immediate price reduction/termination, compared to 46% of EU15 respondents.

Moreover, young respondents (18-34 year olds) also rejected the goods or requested price reduction/termination less often (41%) than 35-54 year olds (47%) and 55+ year olds (45%), whilst allowing for one repair/replacement attempt by the sellers (40%, compared to 35% for 35 to 54 year olds and 33% for 55+ year olds). Older respondents (55+) more often reported not rejecting the goods or requesting price reduction/termination at all (18% compared with 14% for the other respondents).

Table 11 Use of the free choice of remedies/short term right to reject by socio-demographic profiles (Q33)

	Yes, you do always exercise these rights	Yes, you do exercise these rights but only when the seller's first repair or replacement of the good does not solve the problem	No, you have not used these rights in practice	Don't know
EU28	**45%**	**35%**	**16%**	**4%**
EU15	46%	35%	15%	4%
EU13	40%	36%	21%	3%
Male	46%	36%	15%	3%
Female	44%	35%	16%	5%
18-34	41%	40%	14%	5%
35-54	47%	35%	14%	4%
55+	45%	33%	18%	3%
Low education level	40%	35%	17%	7%

Medium education level	45%	35%	16%	4%
High education level	47%	35%	15%	3%
Metropolitan	47%	35%	15%	3%
Other urban	45%	35%	16%	4%
Rural	43%	36%	17%	4%
Easy to make ends meet	47%	32%	17%	4%
Difficult to make ends meet	43%	37%	15%	4%

Base: EU28 respondents that ticked Option B or Option C in Q32 (n = 9,682)

In summary, overall only 38% of EU28 respondents were able to correctly indicate the legal remedies in case of a defective good in their country. The share of correct replies was highest (between 25% and 54%) in countries where the hierarchy of remedies exist as per Directive 1999/44/EC (i.e., most of the countries - Option A in Table 8). This percentage was relatively high for respondents in countries with the **short term right to reject** (Option B; 38% in IE and 46% in UK) but much lower in countries with the **free choice of remedies** (Option C, between 6% and 9%).

Amongst the respondents that chose Option B or C, only 45% declared exercising the respective rights directly. Interestingly, these results did not differ much between countries that actually have enshrined such rights in their national legislation and those that have not. Results for the UK (46%) and Ireland (49%), which have a short term right to reject, were only slightly higher than the average for Option A countries (43%). Results for the five countries providing for a free choice of remedies varied greatly. Whilst the respondents in Portugal (59%) were overall most likely to exercise the free choice of remedies, the respondents in Croatia (30%) were the least likely to exercise these rights (see Table 10 for an overview).

1.2.4. Awareness about the prohibition of misleading and aggressive practices

In order to measure consumer awareness of this prohibition under the Unfair Commercial Practices Directive, respondents were presented with the following scenario (*Q4*):

Despite your objections, you are being pressured by persistent and unwanted sales calls from a trader urging you to buy his products. Is the salesperson legally allowed to behave in this way?

1. Yes

2. No

3. Don't know

When presented with this scenario, 73% of respondents correctly answered "No", 13% incorrectly answered *yes* and 13% answered *don't know*. At country-level (Table 12), in most countries the vast majority knew the correct answer to this awareness question. Only in Italy (48%) slightly less than half of all respondents were far below the EU average.

Table 12 Awareness of the prohibition of misleading and aggressive practices at country-level (Q4)

	Correct response (No)	Incorrect response (Yes)	Don't know

EU28	**73%**	**13%**	**13%**
Slovakia	87%	6%	7%
Germany	86%	7%	7%
Poland	83%	9%	8%
Romania	82%	9%	9%
Bulgaria	80%	9%	11%
Netherlands	80%	10%	10%
Czech Republic	78%	11%	11%
Denmark	78%	10%	13%
France	78%	9%	12%
Ireland	78%	10%	12%
Luxembourg	78%	9%	13%
Slovenia	78%	9%	13%
UK	77%	12%	10%
Greece	76%	11%	13%
Belgium	75%	9%	16%
Malta	75%	8%	17%
Cyprus	74%	13%	13%
Austria	73%	11%	16%
Finland	72%	16%	12%
Hungary	71%	13%	16%
Iceland	71%	12%	17%
Croatia	68%	13%	19%
Latvia	68%	11%	21%
Estonia	67%	11%	22%
Sweden	66%	18%	16%
Norway	66%	16%	19%
Spain	62%	13%	25%
Lithuania	62%	17%	21%
Portugal	55%	20%	25%
Italy	48%	35%	18%

Base: all respondents (n = 23,501)

Table 13 shows that there were rather large differences between the EU15 (72% correct answer) and the EU13 (79% correct answer). When comparing socio-demographic differences for this question (see Table 13), there was no difference by gender this time. Instead, the highest proportion of correct answers was found for respondents aged 55+ (78%, compared to 66% for those aged 18-34), respondents living in rural areas (78%, compared to 71%for metropolitan respondents and 72% for other urban respondents) and those who find it easy to make ends meet (77% compared to 70% for those who find it hard to make ends meet).

Table 13 Awareness of the prohibition of misleading and aggressive practices for socio-demographic profiles (Q4)

	Correct response (No)	Incorrect response (yes)	Don't know
EU28	**73%**	**13%**	**13%**
EU15	72%	14%	14%
EU13	79%	10%	11%
Male	74%	14%	12%

Female	73%	13%	14%
18-34	66%	19%	14%
35-54	74%	13%	14%
55+	78%	10%	12%
Low education level	70%	17%	14%
Medium education level	73%	14%	13%
High education level	75%	13%	13%
Metropolitan	71%	16%	13%
Other urban	72%	13%	14%
Rural	78%	10%	12%
Easy to make ends meet	77%	12%	11%
Difficult to make ends meet	70%	17%	13%

Base: all EU28 respondents (n = 22,751)

1.2.5. The right to have unclear contract terms interpreted in the consumer's favour

Unclear and ambiguous contract terms must be interpreted in the consumer's favour according to the Unfair Contract Terms Directive. Consumer awareness of this right was measured via the following scenario (*Q5*):

You have signed up for a phone and internet subscription and your contract includes lengthy general Terms and Conditions that you never took the time to read before signing. Now, you have a dispute with the provider about an issue and upon closer examination of the respective clauses in the Terms and Conditions, you discover that they are drafted very vaguely and could be interpreted in either way.

In whose favour should the contract be interpreted in this situation?

1. As a consumer, you have the right that vague and ambiguous terms and conditions are interpreted in your favour (Option A)

2. The trader is allowed to interpret such terms in their own favour (Option B)

3. Don't know

As table 14 shows 71% of respondents correctly selected the first answer option, 10% gave the incorrect answer and 19% answered *don't know*. Similar to the previous question concerning misleading and aggressive practices (i.e., Q4), the results at country-level reveal that respondents in all countries were quite aware of the right to have unclear contract terms interpreted in the consumer's favour. While more than 80% of respondents in Poland (83%), Slovenia (83%) and Malta (81%) picked the right answer, even the lowest values (63% for Belgium and for Cyprus) are well above the 50%.

Table 14 Awareness of the right to have unclear contract terms interpreted in the consumer's favour at country-level (Q5)

	Correct response (Option A)	Incorrect response (Option B)	Don't know

EU28	**71%**	**10%**	**19%**
Poland	83%	6%	11%
Slovenia	83%	6%	11%
Malta	81%	8%	11%
Austria	79%	7%	14%
Finland	79%	6%	14%
Romania	79%	9%	13%
Croatia	77%	10%	12%
Netherlands	76%	8%	16%
Estonia	75%	12%	14%
Iceland	75%	13%	11%
Greece	74%	11%	15%
Spain	74%	7%	19%
Germany	73%	9%	19%
Slovakia	73%	11%	16%
Italy	72%	11%	18%
Lithuania	72%	14%	14%
Luxembourg	72%	9%	19%
Bulgaria	71%	15%	14%
Czech Republic	71%	10%	19%
Latvia	69%	10%	21%
Sweden	69%	11%	20%
Denmark	68%	12%	20%
Hungary	68%	16%	16%
Portugal	68%	13%	18%
Norway	67%	11%	22%
UK	65%	12%	23%
France	64%	10%	26%
Ireland	64%	11%	25%
Belgium	63%	10%	27%
Cyprus	63%	24%	13%

Base: all respondents (n = 23,501)

The results also show that there were rather large differences between the EU15 (70% correct answer) and the EU13 (77% correct answer). The proportion of correct answers was highest for men (74%, compared to 69% for women) and those with a high level of education (74%) (See Table 15).

Table 15 Awareness of the right to have unclear contract terms interpreted in the consumer's favour for socio-demographic profiles (Q5)

	Correct response (Option A)	Incorrect response (Option	Don't know
EU28	**71%**	**10%**	**19%**
EU15	70%	10%	20%
EU13	77%	9%	14%
Male	74%	10%	16%
Female	69%	10%	22%
18-34	69%	13%	17%

35-54	70%	9%	20%
55+	74%	7%	19%
Low education level	66%	13%	21%
Medium education level	70%	9%	20%
High education level	74%	9%	17%
Metropolitan	73%	10%	17%
Other urban	71%	10%	19%
Rural	70%	9%	21%
Easy to make ends meet	73%	9%	18%
Difficult to make ends meet	72%	10%	19%

Base: all EU28 respondents (n = 22,751)

1.2.6. Awareness about the right not to be bound by unfair terms and conditions

Unfair contract terms are not binding on the consumer according to the Unfair Contract Terms Directive. In order to measure awareness of this right, respondents were presented with the following scenario (*Q6*):

Imagine that you have signed a contract for one year's membership with a local gym. Sometime later you have an accident that you believe was caused by a malfunction of the gym's equipment. When you complain to the gym, you are referred to its general terms and conditions which you had accepted at the time of signature of the contract. These terms and conditions include a clause providing that the gym does not accept any liability for any harm or injury caused by the use of the gym's facilities and equipment.

Are you bound by the above-mentioned clause of the gym's terms and conditions?

1. Yes, because you accepted the gym's general terms and conditions,

2. No, the respective contract clause is unfair and is therefore not binding on you as a consumer

3. Don't know

In contrast to most of the other analysed consumer rights only two-fifths (40%) of respondents knew the correct answer, whilst 44% incorrectly said *yes* and 16% answered *don't know*.

Analysis at country-level (see Table 16) shows that the average percentage of right answers was below 50% in all countries. Estonia (48%), Finland (47%), Poland, UK (both 46%) and Spain (45%) were the best scoring countries in terms of awareness about this consumer right, while Croatia (25%), Bulgaria (24%) and Norway (24%) scored particularly bad.

Table 16 Awareness of the right to not be bound by unfair terms and conditions at country-level (Q6)

	Correct response (No)	Incorrect response (Yes)	Don't know

EU28	**40%**	**44%**	**16%**
Estonia	48%	39%	13%
Finland	47%	38%	15%
Poland	46%	37%	17%
UK	46%	38%	15%
Spain	45%	40%	15%
Latvia	44%	41%	15%
Netherlands	44%	39%	17%
Ireland	43%	41%	16%
Germany	42%	39%	19%
Austria	39%	47%	13%
France	38%	40%	22%
Italy	38%	49%	13%
Czech Republic	37%	47%	15%
Iceland	37%	44%	19%
Hungary	36%	52%	12%
Romania	36%	54%	9%
Greece	35%	52%	12%
Malta	34%	56%	10%
Denmark	33%	47%	20%
Lithuania	32%	52%	15%
Belgium	31%	49%	20%
Sweden	31%	50%	19%
Luxembourg	30%	54%	16%
Slovenia	30%	57%	13%
Cyprus	29%	56%	15%
Portugal	29%	58%	12%
Slovakia	28%	58%	14%
Croatia	25%	59%	16%
Bulgaria	24%	67%	9%
Norway	24%	51%	25%

Base: all respondents (n = 23,501)

Also, as opposed to the previous two rights assessed, in this case the EU15 (41%) show more correct answers than the EU13 (38%). When analysing socio-demographic differences (Table 17), the following was also notable:

- Men (45%) were more likely to give the correct answer than women (35%);
- Age was also an important factor, as those aged 55+ were most likely to give the correct answer (46%), whilst those aged 18-34 were least likely to give the correct answer (32%);
- Other influential factors were the level of education and economic situation, as the highest awareness was among those with a high level of education (43%) and those who could easily make ends meet (44%).

Table 17 Awareness of the right to not be bound by unfair terms and conditions by socio-demographic profiles (Q6)

	Correct response (No)	Incorrect response (Yes)	Don't know
EU28	**40%**	**44%**	**16%**
EU15	41%	42%	17%
EU13	38%	48%	14%
Male	45%	42%	13%
Female	35%	46%	19%
18-34	32%	54%	14%
35-54	39%	43%	17%
55+	46%	37%	17%
Low education level	35%	47%	19%
Medium education level	38%	44%	18%
High education level	43%	43%	14%
Metropolitan	39%	46%	15%
Other urban	41%	42%	17%
Rural	40%	43%	17%
Easy to make ends meet	44%	42%	14%
Difficult to make ends meet	37%	47%	16%

Base: all EU28 respondents (n = 22,751)

1.2.7. Awareness: Summary

The following table (Table 18) summarises the proportion of correct, incorrect and "don't know" answers for the six scenarios. The level of awareness was highest for the right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts (73%), the right to have unclear or ambiguous general terms interpreted in the consumer's favour (71%) and the right to see the price of products also per unit (67%). On the other hand, it was lowest regarding the length of the legal guarantee, the right not to be bound by unfair terms and conditions and regarding the choice of remedies in case of defective goods. The level of don't know answers was relatively similar for all six items.[165]

Table 18 Overview of the awareness of the consumer rights

	Correct answer	Incorrect answer	"Don't know"
The right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts	73%	13%	13%

[165] The effect of respondents' awareness of the consumer rights on the degree to which they have experienced these problems in the past 12 months, is discussed in Chapter 3.1

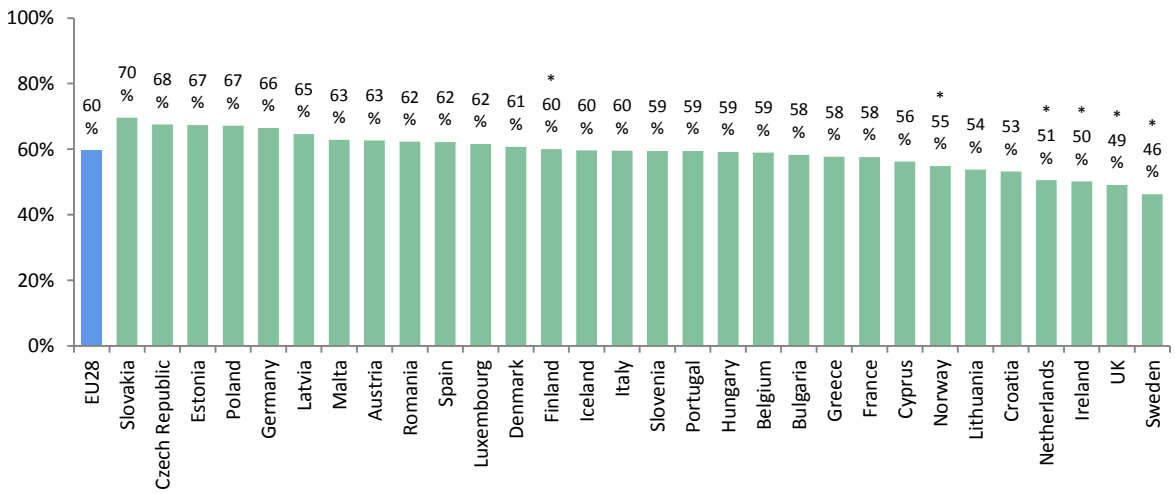
The right to have unclear contract terms interpreted in the consumer's favour	71%	10%	19%
The right to see the price of products also per unit	67%	18%	15%
Length of the legal guarantee period	47%	37%	17%
The right not to be bound by unfair terms and conditions	40%	44%	16%
Rights regarding the choice of remedies for defective goods	38%	44%	18%

Base: all EU28 respondents (n = 22,751)

To further improve the understanding of consumer awareness of the above consumer rights a ***consumer rights awareness index*** was created that shows the percentage of items respondents knew correctly. An index value of 100% would indicate that respondents are fully aware of the correct conditions of the consumer rights in their country, while an index value of 0% shows that respondents are not at all aware of their consumer rights.

The results (Figure 2) indicate that EU28 respondents answered almost 60% of the consumer rights awareness questions correctly. At country level, some interesting differences can be observed. First of all, respondents are at least somewhat aware of their consumer rights in all countries: respondents could answer at least 46% of the consumer rights-related questions correctly in all countries. It is noteworthy that respondents in the countries that have rules going beyond the EU minimum rules in the area of the legal guarantee score relatively lower than the EU28 average: for example, the awareness index for Norway (55%), the Netherlands (51%), Ireland (50%), the UK (49%) and Sweden (46%) are lower than the 60% EU average.

Figure 2 Consumer rights awareness index at country level

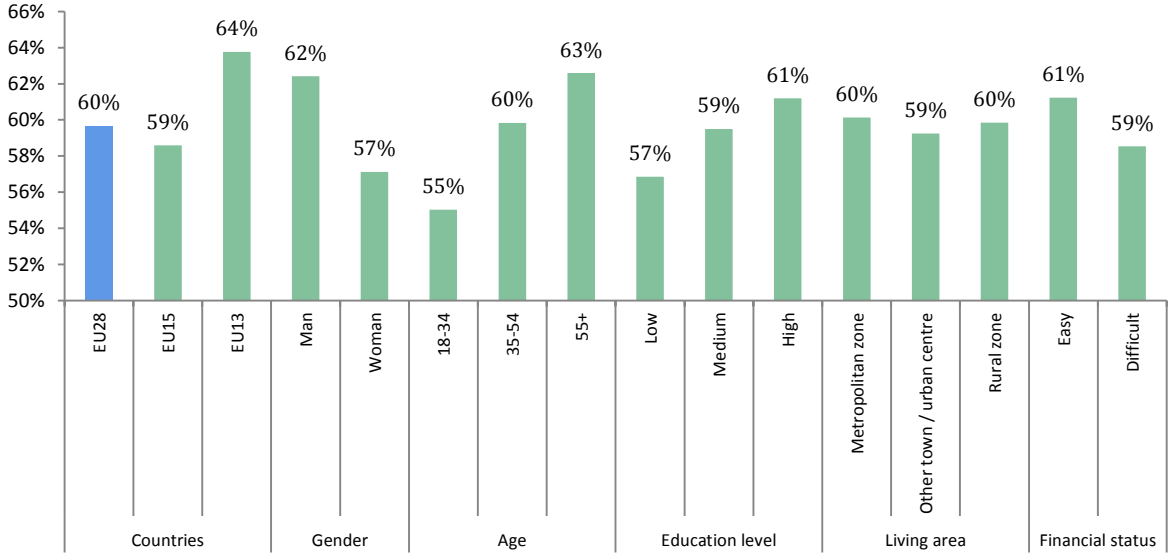


Base: all respondents (n = 23,501)

On average EU13 respondents are more aware of their consumer rights than EU15 respondents (respectively 64% vs. 59%). Other results for the socio-demographic profiles (Figure 3) show that men are more aware than women (62% vs. 57%) and 55+ year old respondents are more aware than 35 to 54 year old respondents, which in turn are more aware than 18 to 34 year old respondents (respectively 63% vs. 60% vs.

55%). A higher education also has a positive effect on consumer rights awareness: the higher the education, the more aware people are of their consumer rights. Respondents in metropolitan and rural areas (60%) are slightly more aware than respondents in other urban areas (59%). Finally, respondents in a better financial situation (61%) are slightly more aware of their consumer rights than respondents in a difficult financial situation (59%).

Figure 3 Consumer rights awareness index for socio-demographic profiles



Base: all EU28 respondents (n = 22,751)

1.3. Consumer perceptions about traders' compliance with consumer rights and consumer experience

Mapping consumers' awareness and understanding of their consumer rights is only one side of a multifaceted story. Hence, it is also important to study how consumer rights are implemented in practice. To study this the survey included questions to address the following research questions:

- **What are the consumers' views on the extent to which traders are compliant with the consumer rights?**
- **To which extent do consumers encounter problems overall and while exerting their consumer rights?**

To investigate the consumer rights-related problems, the nature, frequency and scale of these problems was explored in the survey. Compliance with consumer rights and consumer rights related problems were assessed in different situations. Concretely, respondents were asked to give information separately on traders in their own country and traders in another EU country, and on online traders and offline traders. Firstly, the extent to which respondents engaged with these four types of traders was assessed:

In the past 12 months, how often have you purchased goods or services from the following sources? (*Q11*)

- ***On the internet from a trader based in your country?***
- ***On the internet from a trader based in another EU country?***
- ***In a shop in your country?***
- ***In a shop in another EU country?***

As anticipated, the most common purchase experience was from a shop in respondents' own country (see Table 19): almost three quarters (73%) of respondents made such purchases *often* or *very often*. The second most common purchase type was from the internet from a trader based in their own country, where almost half (49%) made such purchases *often* or *very often* whilst only 5% had not made an online domestic purchase in the past year.

Table 19 Purchases made from online and offline traders in own country or another EU country (Q11)

	Very often	Often	Sometimes	Rarely	Never	Don't know
In a shop in your country	40%	33%	18%	4%	2%	3%
On the internet from a trader based in your country	20%	29%	32%	11%	5%	3%
In a shop in another EU country	3%	8%	19%	29%	38%	4%
On the internet from a trader based in another EU country	5%	12%	26%	26%	29%	4%

Base: all EU28 respondents (n = 22,751)

Respondents' purchase behaviour was affected by their awareness about consumer rights. Table 20 shows the degree to which respondents shopped at different types of traders, depending on how aware they were about different consumer rights. For domestic shops (online and offline), higher awareness of all consumer rights is associated to more shopping. The results for foreign traders are less consistent and show only little increase in shopping likelihood for respondents that are better aware of their consumer rights. The exceptions are better awareness about unit price indication which is associated with more shopping in both foreign offline shops (12% vs. 7%) and foreign online shops (18% vs. 13%) and better awareness of misleading or aggressive commercial practices which is associated to a noticeable reduction of shopping in both foreign offline shops (8% vs. 16%) and foreign online shops (14% vs. 23%).

Table 20 The impact of consumer rights awareness on the likelihood of shopping (often or very often) from different traders (Q11)

		In a shop in your country	On the internet from a trader based in your country	In a shop in another EU country	On the internet from a trader based in another EU country
Awareness about unit price indication	**No**	71%	46%	7%	13%
	Yes	75%	50%	12%	18%
Awareness about the length of the legal guarantee	**No**	71%	48%	11%	16%
	Yes	77%	50%	10%	16%
Awareness about the remedies for defective goods	**No**	70%	46%	11%	17%
	Yes	79%	54%	9%	15%
Awareness about misleading or aggressive commercial practices	**No**	66%	44%	16%	23%
	Yes	76%	51%	8%	14%
Awareness about unclear or unintelligible contract terms	**No**	67%	44%	9%	14%
	Yes	76%	51%	11%	17%
Awareness about unfair contract terms	**No**	71%	47%	12%	18%
	Yes	78%	52%	8%	15%

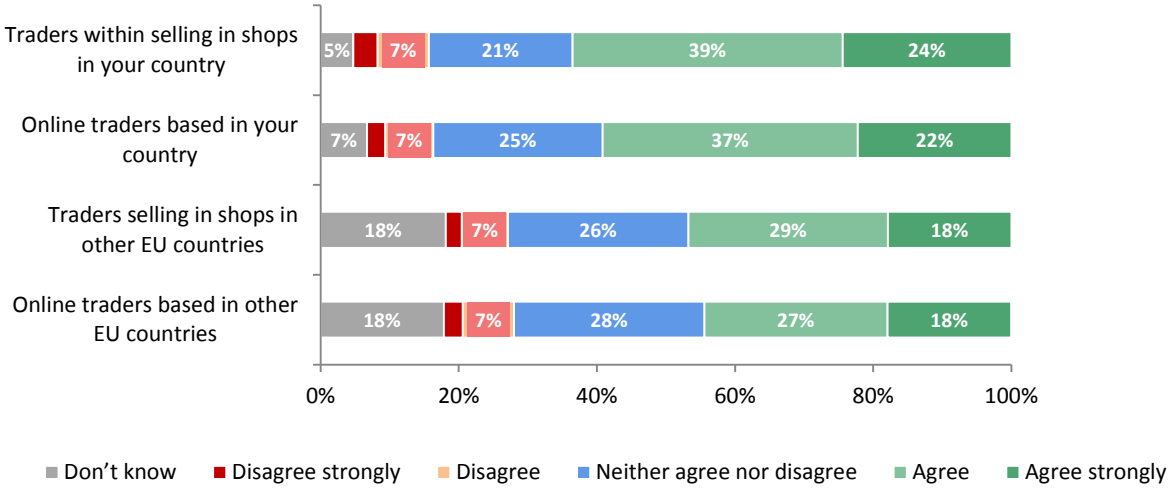
Base: all EU28 respondents (n = 22,751)

1.3.1. Perceptions about traders' compliance with consumer rights

In this area, respondents were asked ***"How strongly do you agree or disagree that the following types of traders comply with their obligation towards consumers"*** (Q7). Compliance with consumer rights was assessed for the four above-mentioned types of traders.

As indicated in Figure 4, more respondents *strongly agreed* or *agreed* that traders are compliant (between 44% and 63%) than *strongly disagreed* or *disagreed* (between 9% and 11%). There are, however, clear differences between traders in the respondents' own countries and traders in other EU countries. Both offline (63%) and online traders (59%) from the respondents' own countries are perceived as more compliant with consumer rights than the offline traders (46%) and online traders (44%) in other EU countries.

Figure 4 Compliance of traders with consumer rights (Q7)[166]



Base: all EU28 respondents (n = 22,751)

The findings reveal some interesting country differences (see Table 21). In general, across all categories of traders, Portuguese respondents considered the traders' compliance with consumer rights as highest. The combined results across all offline and online traders in their own country and in other EU countries (i.e., all traders) show that 72% of consumers in Portugal perceive traders as compliant with the consumer rights. Regarding offline and online traders in the respondents' own country, respondents from Austria (respectively 81% and 70%), Germany (respectively 77% and 71%) and Portugal (respectively 76% and 73%) consider the traders' compliance as highest. In contrast, domestic offline shops are considered as least compliant ('strongly disagree' or 'disagree') in Bulgaria (35%) and Cyprus (32%), and domestic online traders are considered as least compliant in Slovenia (29%). Slovenian respondents also considered the offline and online traders from other EU countries (both 27%) as the least compliant. Next to Portugal (respectively 70% and 68%), respondents in Malta (respectively 67% and 71%) considered the offline and online traders in other EU countries as most compliant.

166 The answers relate to the question: "How strongly do you agree or disagree that the following types of traders comply with their obligations towards consumers?"

Table 21 Compliance of traders with consumer rights at country-level (Q7) [167]

	All traders		Traders within selling in shops in your country		Online traders based in your country		Traders selling in shops in other EU countries		Online traders based in other EU countries	
	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant
EU28	**54**	**10**	**63%**	**11%**	**59%**	**10%**	**46%**	**9%**	**44%**	**10%**
Portugal	72%	6%	76%	6%	73%	6%	70%	5%	68%	5%
Luxembo	64%	8%	76%	7%	66%	4%	61%	8%	53%	11%
Malta	63%	12	58%	22%	57%	13%	67%	5%	71%	6%
Austria	63%	8%	81%	6%	70%	6%	51%	8%	49%	12%
Italy	62%	13	62%	15%	63%	12%	61%	11%	60%	12%
Netherlands	59%	8%	71%	6%	65%	8%	50%	9%	48%	9%
Germany	58%	7%	77%	6%	71%	6%	44%	8%	41%	8%
UK	55%	8%	70%	6%	64%	7%	43%	10%	44%	10%
Spain	55%	11	65%	11%	56%	11%	51%	9%	47%	12%
Belgium	54%	9%	66%	6%	60%	7%	46%	9%	42%	12%
Ireland	54%	12	61%	13%	57%	11%	47%	13%	49%	12%
Estonia	53%	6%	65%	5%	53%	7%	50%	4%	42%	8%
France	51%	8%	64%	6%	57%	6%	42%	8%	39%	11%
Hungary	50%	8%	58%	11%	53%	9%	46%	6%	43%	7%
Slovakia	48%	12	60%	16%	57%	12%	38%	10%	38%	9%
Finland	48%	11	71%	6%	62%	7%	31%	13%	27%	16%
Iceland	48%	15	60%	17%	49%	18%	43%	11%	38%	13%
Denmark	47%	8%	64%	6%	58%	8%	32%	8%	33%	10%
Bulgaria	47%	21	38%	35%	42%	25%	53%	12%	54%	13%
Norway	46%	10	63%	9%	55%	8%	34%	11%	33%	10%
Romania	46%	13	40%	22%	44%	17%	54%	6%	47%	6%
Greece	46%	14	36%	24%	46%	17%	50%	6%	52%	8%
Croatia	45%	15	35%	26%	38%	20%	56%	7%	51%	8%
Slovenia	43%	28	46%	28%	42%	29%	44%	27%	41%	27%
Sweden	43%	7%	70%	5%	56%	6%	22%	7%	23%	10%
Poland	42%	14	48%	19%	46%	15%	40%	11%	34%	11%
Lithuania	41%	11	42%	12%	40%	12%	42%	9%	41%	9%
Czech Republic	39%	10 %	51%	13%	43%	12%	34%	7%	27%	8%
Cyprus	36%	21	28%	32%	30%	22%	45%	15%	39%	15%

[167] The answers "completely/ very compliant" correspond to the replies "strongly agree/ agree" and "not at all / not compliant" corresponds to the replies "strongly disagree/ disagree"

Latvia	33%	13	40%	18%	29%	19%	34%	7%	30%	8%

Base: all respondents (n = 23,501)

There are also vast differences in the perceptions about traders' compliance between EU15 and EU13 countries (see Table 22). Both brick-and-mortar and online shops in respondents' own countries were perceived as more compliant with the consumer rights in EU15 countries (respectively 68% and 63%) than in EU13 countries (respectively 47% and 44%). The same trend can be observed for online traders in other EU countries, which are perceived as more compliant by EU15 respondents (46%) than EU13 respondents (39%).

Zooming in further on the differences between socio-demographic profiles, men are slightly more likely than women to perceive as compliant with consumer rights online shops in their own country (60% vs. 58%), and in other EU countries (46% vs. 42%), and offline traders in other EU countries (49% vs. 44%). Age also matters when it comes to the perceived compliance with consumer rights. This, however, is only true for shops in respondents' own country. Both for offline shops (58% for 18-34 year old vs. 62% for 35-54 year old vs. 68% for 55+ year old) and online shops (55% for 18-34 year old vs. 59% for 35-54 year old vs. 62% for 55+ year old) in a consumer's own country, the older the respondent is, the more he/she perceives the traders as more compliant.

Different levels of education only matter for the perceived consumer rights compliance for offline traders. The higher the education, the more likely the respondent was to perceive an offline trader as compliant, both in his own country and in other EU countries. Interestingly, brick-and-mortar shops within the respondent's country were considered as more compliant by respondents living in rural areas, while brick-and-mortar shops in other EU countries were considered as more compliant by respondents living in metropolitan and urban areas. Finally, except for foreign online shops, respondents with a better financial situation always consider traders to be more compliant with the consumer rights.

Table 22 Compliance of traders with the consumer rights by socio-demographic profiles (Q7) [168]

	Traders within selling in shops in your country		Online traders based in your country		Traders selling in shops in other EU countries		Online traders based in other EU countries	
	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant	Completely / very compliant	Not at all / not compliant
EU28	**63%**	**11%**	**59%**	**10%**	**46%**	**9%**	**44%**	**10%**
EU15	68%	9%	63%	8%	47%	9%	46%	10%
EU13	47%	19%	45%	16%	44%	9%	39%	10%
Male	64%	12%	60%	10%	49%	10%	46%	12%
Female	63%	10%	58%	9%	44%	8%	42%	9%
18-34	58%	14%	55%	12%	46%	11%	46%	12%
35-54	62%	11%	59%	10%	47%	9%	44%	10%

[168] The answers "completely/ very compliant" correspond to the replies "strongly agree/ agree" and "not at all / not compliant" corresponds to the replies "strongly disagree/ disagree"

55+	68%	9%	62%	8%	46%	7%	43%	9%
Low education level	60%	10%	57%	9%	42%	9%	43%	10%
Medium education level	65%	10%	60%	9%	46%	9%	45%	10%
High education level	64%	12%	59%	10%	48%	9%	45%	11%
Metropolitan	62%	13%	59%	11%	49%	9%	46%	11%
Other urban	63%	11%	58%	10%	46%	9%	44%	10%
Rural	67%	8%	61%	8%	43%	9%	41%	10%
Easy to make ends meet	71%	9%	65%	9%	50%	8%	45%	10%
Difficult to make ends meet	59%	14%	56%	12%	45%	11%	45%	12%

Base: all EU28 respondents (n = 22,751)

1.3.2. Problems related to consumer rights

Next, the survey analysed the extent to which consumers encountered ***problems related to consumer rights*** by asking to indicate the types of consumer rights problems that they had experienced in the past year (Q14):

In the past 12 months, have you experienced problem(s) with any goods or services where you thought you had a legitimate cause for complaint related to the following five problem types?

- ***lack of indication of the unit price,***
- ***defective goods,***
- ***misleading or aggressive commercial practices,***
- ***unclear or ambiguous standard contract terms, and***
- ***unfair standard contract terms.***

Of all consumer rights issues, *misleading or aggressive commercial practices* were the problem that was experienced most often (15% stated that such practices occurred *very often* or *often*). This was followed by *the lack of indication of the unit price* (11%), *defective goods* (10%) and *unfair standard contract terms* (9%).

Table 23 Occurrence of consumer problems related to the consumer rights (Q14)

	Very often	Often	Sometimes	Rarely	Never	Don't know
Misleading or aggressive commercial practices	5%	10%	18%	19%	42%	5%
Lack of indication of the unit price	3%	8%	19%	20%	42%	8%

Unclear or ambiguous standard contract terms	3%	8%	17%	18%	46%	8%
Defective goods	3%	7%	22%	28%	37%	4%
Unfair standard contract terms	3%	6%	14%	17%	51%	9%

Base: all EU28 respondents (n = 22,751)

At the country-level, respondents in Bulgaria were most likely to experience problems with one of the five specified consumer rights (Table 24). Respondents in Bulgaria reported the highest occurrence of consumer problems related to all consumer rights except 'defective goods', where they reported the second highest value. Other countries where many problems were reported (as indicated in red) were Croatia for problems related to the lack of indication of the unit price (21%) and unclear or ambiguous standard contract terms (20%), and Romania for problems regarding misleading or aggressive commercial practices (28%) and unclear or ambiguous standard contract terms (20%). In contrast, respondents in the Netherlands were the least likely across all countries to experience problems related to the different consumer rights issues. Other countries where the consumer rights problems were reported only in very few cases (as indicated in green) were Sweden (4%) and Luxembourg (2%) for defective goods, Iceland (4%) for misleading or aggressive commercial practices and Sweden (2%) for unfair standard contract terms.

Table 24 Occurrence of consumer problems related to the consumer rights ('very often' and 'often') at country level (Q14)[169]

	Lack of indication of the unit price	Defective goods	Misleading or aggressive commercial practices	Unclear or ambiguous standard contract terms	Unfair standard contract terms
EU	**11%**	**10%**	**15%**	**11%**	**9%**
Bulgaria	22%	16%	31%	24%	22%
Croatia	21%	15%	27%	20%	12%
Romania	18%	12%	28%	20%	16%
Greece	18%	13%	27%	18%	15%
Spain	18%	13%	22%	18%	15%
Poland	15%	17%	22%	15%	14%
Portugal	15%	11%	23%	16%	14%
Italy	14%	12%	21%	16%	13%
Slovenia	12%	11%	16%	12%	10%
Lithuania	11%	11%	14%	12%	10%
Latvia	10%	9%	18%	12%	9%
Hungary	10%	10%	15%	12%	9%
France	13%	10%	13%	11%	8%
Slovakia	11%	14%	12%	9%	7%
Ireland	12%	10%	9%	10%	9%
Czech Republic	10%	10%	13%	8%	7%
Malta	11%	5%	10%	10%	7%
Norway	9%	7%	13%	6%	6%

[169] For this and following tables at country-level that present information about 'defective goods', countries with different length of the legal guarantee and countries where consumers have a free choice of remedies or short-term right to reject are indicated with yellow.

Finland	7%	5%	13%	9%	5%
UK	6%	7%	9%	7%	7%
Estonia	7%	6%	13%	5%	5%
Cyprus	5%	7%	9%	8%	6%
Luxembourg	10%	2%	7%	8%	4%
Belgium	7%	4%	9%	7%	4%
Denmark	5%	5%	9%	5%	4%
Germany	5%	5%	7%	4%	4%
Sweden	5%	4%	7%	3%	2%
Austria	5%	5%	5%	3%	3%
Iceland	7%	4%	4%	3%	3%
Netherlands	2%	3%	4%	2%	2%

Base: all respondents (n = 23,501)

All consumer rights-related problems were more likely to occur (*very often* or *often*) in EU13 countries than in EU15 countries. The likelihood of occurrence of these problems in the EU13 countries was significantly higher than the EU28 average (Table 25). Noticeable differences were also found for the different age groups. The younger a consumer, the more likely it was that he/she experienced consumer rights related problems. Respondents living in metropolitan areas were significantly more likely to experience the consumer rights issues than respondents in other urban areas and rural areas, while respondents in other urban areas were also more likely to experience problems than respondents in rural areas.

Table 25 Occurrence of consumer problems related to the consumer rights ('very often' and 'often') for socio-demographic profiles (Q14)

	Lack of indication of the unit price	Defective goods	Misleading or aggressive commercial practices	Unclear or ambiguous standard contract terms	Unfair standard contract terms
EU28	**11%**	**10%**	**15%**	**11%**	**9%**
EU15	10%	8%	13%	10%	8%
EU13	15%	14%	21%	15%	13%
Male	12%	10%	16%	12%	10%
Female	10%	9%	14%	10%	8%
18-34	15%	16%	17%	15%	14%
35-54	11%	10%	15%	11%	9%
55+	8%	5%	13%	8%	6%
Low education level	11%	9%	12%	10%	8%
Medium education level	9%	8%	13%	9%	8%
High education level	12%	11%	17%	13%	10%
Metropolitan	15%	14%	19%	15%	13%
Other urban	10%	8%	15%	10%	9%
Rural	8%	7%	10%	7%	6%
Easy to make ends meet	9%	9%	12%	9%	8%

Difficult to make ends meet	14%	12%	19%	15%	13%

Base: all EU28 respondents (n = 22,751)

The occurrence of consumer rights problems (that occurred *often* and *very often*) was cross-checked against the type of trader with whom respondents had shopped *often* or *very often*. Across all types of traders, misleading or aggressive commercial practices occurred most often. Respondents that visited both offline and online shops in another EU countries (very) often reported higher occurrences of all types of problems.

Table 26 Occurrence ('very often' and 'often') of problems related to consumer rights conditional on the type of the trader (Q14)

	Traders selling in shops in your country	Online traders based in your country	Traders selling in shops in other EU countries	Online traders based in other EU countries
Misleading or aggressive commercial practices	17%	18%	34%	28%
Lack of indication of the unit price	12%	14%	32%	25%
Unclear or ambiguous standard contract terms	12%	14%	33%	26%
Defective goods	10%	13%	31%	24%
Unfair standard contract terms	10%	12%	31%	23%

Base: all EU28 respondents (n = 22,751)

Finally, the occurrence of problems related to the five specified consumer problems was cross-checked against the respondents' awareness of these consumer rights. Concretely, the mean values presented in Table 27 were compared between respondents who knew versus those who did not know the respective consumer right correctly (Q2-Q6). For most of the problems the results indicate no big differences in the occurrence of problems. Respondents that are aware of their rights reported issues with unit price indications and ambiguous contract terms slightly more often, but slightly less often with problems related tomisleading or aggressive commercial practices.

Table 27 Occurrence ('very often' and 'often') of problems related to consumer rights conditional on consumer rights awareness (Q14)[170]

	High Awareness	Low Awareness	Total (EU28)
Misleading or aggressive commercial practices	15%	19%	15%
Lack of indication of the unit price	13%	8%	11%
Unclear or ambiguous standard contract terms	13%	10%	11%
Defective goods	10%	10%	10%
Unfair standard contract terms	9%	11%	9%

Base: all EU28 respondents (n = 22,751)

[170] An overview of these results on country-level is given in the Annex (Annex 2, section 2.2)

1.3.3. Types of products/services affected by problems

The survey further sought to provide an overview of the types of products and services affected by problems. Respondents who had experienced one or more of the five problem categories at least 'rarely' were asked to indicate in which product/service sector the problem(s) occurred.

1.3.3.1. Lack of Indication of the Unit Price

Respondents that indicated that they had experienced problem(s) in the past 12 months due to the absence of the *unit price indication* were asked ***to indicate for which product sector they experienced this problem***. Respondents could indicate the categories *food, drink, detergent/cleaning products* and *other products* (*Q15*).

At overall EU28 level, most respondents mentioned that unit price information was missing in the *food* category (59%), followed by *drinks* (41%) and *detergents and cleaning products* (28%).

There are country differences in the product categories where unit price information was lacking (see Table 28). Romanian respondents reported very high values for the categories *food* (75%), *drinks* (48%) and *detergents and cleaning products* (38%). Also many Latvian (74%) and Bulgarian (74%) respondents reported problems with unit price indication for *food*, while Luxembourgish respondents (55%) had most problems with *drinks* and Greek (39%) and Italian respondents (39%) had most problems with *detergents and cleaning products*.

Table 28 Incidence of problems with unit price information per sector at country-level (Q15)

	Food	Drinks	Detergents / cleaning	Other product
EU28	**59%**	**41%**	**28%**	**8%**
Iceland	78%	48%	18%	6%
Romania	75%	48%	38%	7%
Latvia	74%	26%	20%	7%
Bulgaria	74%	35%	20%	7%
Hungary	69%	31%	25%	8%
Lithuania	69%	27%	21%	8%
Croatia	68%	46%	30%	5%
Czech Republic	67%	38%	23%	6%
Slovenia	67%	39%	24%	7%
Slovakia	66%	36%	20%	4%
Estonia	65%	37%	15%	6%
Poland	64%	38%	30%	6%
Sweden	63%	29%	19%	11%
Germany	62%	43%	30%	4%
Portugal	62%	40%	29%	7%
Austria	62%	36%	28%	10%
Finland	61%	30%	22%	8%
Malta	59%	41%	34%	16%
Norway	58%	34%	18%	16%
Spain	58%	44%	25%	8%
UK	57%	42%	23%	7%
France	56%	46%	21%	9%

Luxembourg	55%	55%	26%	13%
Ireland	55%	36%	28%	11%
Denmark	54%	38%	18%	11%
Greece	53%	35%	39%	8%
Netherlands	53%	38%	24%	10%
Belgium	51%	42%	26%	8%
Italy	50%	40%	39%	12%
Cyprus	44%	39%	25%	14%

Base: respondents that had encountered a problem with the unit price indication in the past year at least "rarely" according to Q14 (n = 11,985)

When looking at socio-demographic differences (Table 29), it is notable that highly educated respondents (62%) had issues with the unit price indication more often than respondents with a low education (50%) and a medium education (58%) for food products, while no such difference is observed for other product categories. The same can be observed for people living in metropolitan areas (62%), compared to other urban (59%) or rural areas (57%). Respondents in a difficult financial situation more often had problems with unit price information for detergents and cleaning products (30%) and *other* products (10%) than respondents in a good financial situation (respectively 27% and 7%).

Table 29 Incidence of problems with unit price information per sector by socio-demographic profiles (Q15)

	Food	Drinks	Detergents / cleaning products	Other product
EU28	**59%**	**41%**	**28%**	**8%**
EU15	57%	42%	28%	8%
EU13	68%	39%	29%	6%
Male	59%	45%	26%	8%
Female	59%	38%	30%	8%
18-34	60%	46%	27%	5%
35-54	58%	42%	28%	8%
55+	60%	36%	29%	9%
Low education level	50%	39%	26%	10%
Medium education level	58%	40%	28%	8%
High education level	62%	42%	28%	8%
Metropolitan	62%	42%	30%	7%
Other urban	59%	40%	27%	9%
Rural	57%	40%	28%	8%
Easy to make ends meet	62%	42%	27%	7%
Difficult to make ends	58%	40%	30%	10%

Base: EU28 respondents that had encountered a problem with the unit price indication in the past year at least *rarely* according to Q14 (n = 11,625)

Finally, the results show that respondents' awareness of their rights regarding unit price information had little effect on the reported incidence of problems (Table 30).

Table 30 Relation between awareness and the incidence of problems with unit price information per sector (Q15)

	Food	Drinks	Detergents / cleaning products	Other product
Not aware (unit price indication)	57%	40%	26%	9%
Aware (unit price indication)	60%	42%	29%	8%

Base: EU28 respondents that had encountered a problem with the unit price indication in the past year at least "rarely" according to Q14 (n = 11,625)

1.3.3.2. Defective goods

Respondents that indicated problems with tangible goods which turned out to be defective after purchase were asked to **indicate for which product categories they experienced this problem** (Q16).

Table 31[171] indicates that at the EU28 level, the four biggest product categories with which respondents reported problems were clothing, footwear and accessories (30%), electronic and digital goods (29%), small household appliances (20%) and food and drinks (20%). At the country level, the highest and lowest levels of problems were reported in the following countries:

- For **clothing, footwear and accessories**: respondents from Poland, Slovakia (both 46%) and Estonia (45%) reported most problems, while respondents in Belgium reported the fewest problems (18%).

- For **electronic and digital goods**: respondents in Greece (36%) and Denmark (35%) reported most problems, while respondents in France and Iceland reported the fewest problems.

- Respondents in Iceland (39%), Bulgaria (36%) and Lithuania (35%) reported most defects in the **food and drink** category (i.e. food gone bad, etc.). In contrast, respondents in the Netherlands reported particularly few cases of defects in this category (12%).

- Respondents in Romania (29%), Bulgaria (28%) and Greece (26%) reported the highest incidence of problems in the **small household appliances** category. In contrast, respondents in Iceland (9%) and Sweden (10%) reported particularly low incidence of problems in this category.

The results in Table 32 further show that the incidence of problems in the category of *clothing, footwear and accessories* was higher in the EU13 countries (42%) than in EU15 countries (26%). Similarly, problems in the *food and drinks*-category were also mentioned more often by respondents in EU13 countries (26%) than in EU15 countries (15%).

Looking at socio-demographics, there were large differences between men and women. Women had encountered problems with defective goods in the category *clothing, footwear and accessories* more often than men (34% vs. 25%) whilst, men had encountered defective goods in the category of electronic and digital goods more often than women (35% vs. 23%).

[171] Note that the percentages in the tables 31, 32, and 36 – 45 may not add up to 100%, because consumers could indicate multiple product categories as answers.

Table 31 Incidence of defective goods per sector at country-level (Q16)

	Clothing, footwear and accessories	Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	Food and drink	Small household appliances (e.g., toasters, kettles, etc.)	Toys	Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	Large household appliances (e.g., dish washers, washing machines etc.)	Beauty, health and wellness	Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	Sports and outdoors	Cars, motorbikes, bikes or parts	Collectibles, fine arts	Other product
EU28	**30%**	**29%**	**20%**	**20%**	**11%**	**10%**	**9%**	**8%**	**8%**	**6%**	**6%**	**3%**	**5%**
Austria	26%	32%	20%	19%	8%	11%	7%	4%	7%	8%	6%	2%	6%
Belgium	**18%**	24%	16%	18%	10%	9%	7%	5%	8%	4%	4%	2%	9%
Bulgaria	39%	26%	**36%**	28%	14%	11%	8%	11%	4%	6%	6%	3%	3%
Croatia	33%	29%	30%	22%	8%	11%	8%	7%	5%	6%	3%	0%	4%
Cyprus	27%	32%	25%	14%	6%	7%	10%	9%	8%	0%	10%	3%	2%
Czech Republic	34%	30%	25%	19%	9%	11%	7%	4%	4%	5%	4%	2%	7%
Denmark	25%	**35%**	17%	12%	9%	9%	6%	5%	7%	6%	5%	2%	6%
Estonia	**45%**	25%	30%	14%	8%	11%	5%	6%	4%	5%	4%	1%	4%
Finland	25%	32%	23%	14%	4%	7%	5%	7%	8%	6%	6%	2%	6%
France	21%	22%	16%	19%	13%	11%	8%	6%	9%	4%	5%	3%	6%
Germany	28%	33%	15%	19%	9%	12%	9%	7%	7%	6%	6%	3%	6%
Great Britain	25%	25%	20%	16%	8%	9%	11%	9%	12%	7%	6%	3%	7%
Greece	34%	**36%**	26%	26%	14%	7%	10%	10%	8%	5%	5%	2%	4%
Hungary	42%	25%	26%	16%	7%	8%	7%	9%	6%	5%	6%	1%	7%
Iceland	28%	21%	**39%**	9%	7%	6%	8%	8%	4%	4%	5%	0%	7%
Ireland	32%	33%	20%	15%	11%	8%	10%	11%	10%	6%	6%	2%	3%
Italy	26%	32%	16%	23%	13%	11%	13%	9%	11%	7%	7%	6%	5%
Latvia	42%	28%	30%	21%	10%	5%	5%	9%	4%	11%	6%	0%	4%
Lithuania	41%	26%	**35%**	23%	14%	7%	5%	13%	4%	8%	6%	3%	5%
Luxembourg	27%	33%	16%	20%	10%	15%	6%	9%	8%	6%	9%	4%	4%
Malta	25%	33%	20%	23%	6%	12%	9%	7%	4%	5%	5%	1%	11%
Netherlands	23%	32%	**12%**	14%	6%	9%	5%	6%	7%	4%	3%	1%	8%
Norway	26%	29%	24%	12%	7%	10%	8%	11%	8%	7%	7%	5%	7%
Poland	**46%**	28%	23%	19%	15%	10%	6%	7%	5%	6%	7%	3%	3%
Portugal	31%	30%	23%	25%	10%	8%	9%	8%	8%	6%	6%	3%	4%
Romania	39%	33%	26%	**29%**	16%	13%	14%	11%	10%	7%	5%	2%	5%
Slovakia	**46%**	24%	18%	17%	8%	8%	6%	5%	5%	6%	4%	1%	4%
Slovenia	35%	26%	33%	15%	11%	14%	8%	12%	2%	8%	5%	2%	4%
Spain	26%	28%	21%	22%	12%	10%	9%	7%	7%	8%	5%	3%	4%
Sweden	28%	28%	26%	10%	6%	9%	5%	5%	9%	3%	6%	1%	8%

Base: respondents that had encountered a problem with defective goods in the past year at least "rarely" according to Q14 (n = 14,121)

Table 32 Incidence of defective goods per sector by socio-demographic profiles (Q16)

	Clothing, footwear and accessories	Electronic/ digital goods	Small household appliances	Food and drink	Toys	Furniture, furnishings and decoration	Large household appliances	Entertainment - books, magazines, Vinyl, CDs/ DVDs	Beauty, health and wellness	Sports and outdoors	Cars, motorbikes, bikes or parts	Collectibles, fine arts	Other product
EU28	**30%**	**29%**	**20%**	**20%**	**11%**	**10%**	**9%**	**8%**	**8%**	**6%**	**6%**	**3%**	**5%**
EU15	26%	29%	20%	18%	10%	10%	10%	9%	7%	6%	6%	3%	6%
EU13	42%	28%	21%	26%	13%	11%	8%	6%	8%	6%	6%	2%	4%
Male	25%	35%	20%	19%	11%	10%	10%	9%	6%	7%	7%	4%	5%
Female	34%	23%	20%	20%	11%	10%	9%	7%	9%	5%	4%	2%	6%
18-34	32%	31%	17%	20%	13%	12%	10%	11%	9%	8%	8%	5%	3%
35-54	29%	31%	20%	18%	11%	10%	9%	7%	7%	6%	5%	3%	5%
55+	28%	25%	23%	21%	9%	9%	9%	6%	7%	4%	4%	2%	8%
Low education level	24%	24%	21%	19%	11%	10%	10%	9%	7%	6%	6%	3%	8%
Medium education level	30%	28%	21%	20%	11%	11%	8%	7%	6%	6%	5%	3%	5%
High education level	30%	30%	20%	20%	11%	10%	10%	8%	8%	6%	6%	3%	5%
Metropolitan	33%	30%	20%	21%	11%	12%	10%	10%	11%	7%	7%	4%	4%
Other urban	29%	29%	20%	20%	11%	9%	9%	7%	7%	6%	5%	3%	5%
Rural	26%	27%	19%	18%	10%	11%	9%	7%	5%	5%	5%	2%	8%
Easy to make ends meet	29%	31%	20%	18%	10%	10%	9%	8%	7%	7%	6%	3%	6%
Difficult to make ends meet	30%	28%	21%	22%	12%	11%	11%	8%	9%	6%	6%	4%	5%

Base: EU28 respondents that encountered a problem with defective goods in the past year at least "rarely" according to Q14 (n = 13,692)

Finally, respondents' awareness about the duration of the legal guarantee had only small effects on the reported incidence of defective goods in all sectors (Table 33).

Table 33 Relation between consumer awareness and the incidence of defective goods per sector (Q16)

	Clothing, footwear and accessories	Electronic/ digital goods	Food and drink	Small household appliances	Toys	Furniture, furnishings and decoration	Large household appliances	Beauty, health and wellness	Entertainment	Sports and outdoors	Cars, motorbikes, bikes or parts	Collectibles, fine arts	Other product
Not aware (length of the legal guarantee)	29%	27%	21%	19%	12%	10%	10%	8%	9%	6%	6%	4%	6%
Aware (length of the legal guarantee)	30%	31%	19%	21%	10%	10%	9%	7%	7%	6%	5%	3%	5%

Base: EU28 respondents that encountered a problem with defective goods in the past year at least "rarely" according to Q14 (n = 13,692)

For further insights into this issue, respondents were also asked to remember their last problem experience and to report how long they had had the respective product in their possession before it turned out to be defective (Q17; Table 34). Respondents were asked:

You said that in the past 12 months you experienced a problem with at least one defective good. Considering your most recent experience of this problem, how long was it after the purchase that the good turned out to be defective?

According to the replies in 96% of cases the consumers discovered the defect during the first 2 years from purchase. The majority of respondents reported that the defect appeared within the first half year after purchase. On the EU28-level, 71% of all respondents said that the defect appeared within the first six months after purchase (*less than 1 month / between 1-6 months*).

The results at country-level (Table 34) show no significant differences between EU13 and EU15 countries. Respondents in Estonia (85%), Hungary (84%), Croatia (83%), Lithuania (82%) and Slovenia (81%) reported most products that turned out to be defective in the first 6 months after purchase. Also, respondents in EU15 countries, such as Sweden (80%), Luxembourg (80%), Finland (73%) and the Netherlands (73%) reported a high share of instances where the defects appeared soon after purchase. In countries with different legal guarantee periods and countries where consumers have a free choice of remedies or short-term right to reject defective goods (as indicated with yellow in Table 34), the share of problem cases where the defect appeared later than 2 years ranged from 2% in Sweden to 7% in Finland.

Table 34 Age of the defective product at country-level (Q17)

	Less than 1 month	Between 1-6 months	Between 6 months and 1 year	Between 1 year and 2 years	Between 2 years and 3 years	Between 3 and 5 years	More than 5 years
EU28	**45%**	**26%**	**16%**	**9%**	**2%**	**1%**	**1%**
Estonia	63%	22%	9%	5%	1%	0%	1%
Hungary	56%	28%	8%	4%	2%	1%	0%
Croatia	60%	23%	7%	7%	1%	1%	0%
Lithuania	53%	29%	9%	5%	4%	0%	1%
Slovenia	56%	25%	10%	4%	2%	1%	1%
Sweden	60%	20%	12%	6%	2%	0%	0%
Luxembourg	50%	30%	8%	6%	4%	1%	1%
Bulgaria	51%	28%	12%	7%	1%	1%	0%
Greece	47%	32%	10%	7%	2%	1%	1%
Iceland	62%	17%	10%	9%	1%	1%	0%
Latvia	49%	27%	12%	8%	2%	1%	1%
Finland	52%	21%	14%	7%	3%	2%	2%
Netherlands	49%	24%	13%	7%	4%	1%	1%
Spain	43%	30%	16%	8%	1%	0%	1%
Czech Republic	46%	27%	15%	9%	1%	1%	1%
Portugal	47%	25%	16%	9%	2%	0%	1%
Romania	47%	24%	19%	8%	2%	1%	1%
Malta	46%	24%	19%	6%	3%	1%	1%
Norway	50%	20%	20%	5%	3%	2%	1%
Austria	49%	21%	13%	12%	3%	1%	1%
Ireland	44%	26%	18%	8%	2%	0%	2%
Poland	40%	29%	20%	8%	2%	1%	0%
Germany	44%	24%	16%	10%	2%	1%	1%
France	43%	26%	17%	10%	2%	1%	2%
Cyprus	40%	29%	19%	9%	1%	1%	1%
Italy	43%	25%	19%	9%	3%	1%	1%
United Kingdom	43%	25%	19%	7%	2%	1%	3%
Denmark	46%	21%	17%	11%	3%	1%	2%
Belgium	43%	23%	17%	13%	3%	1%	1%
Slovakia	36%	28%	17%	16%	3%	0%	0%

Base: respondents that had encountered a problem with defective goods in the past year at least *rarely* according to Q14 (n = 14,121)

Socio-demographic analyses further indicate that the proportion of problems that occurred within 6 months after purchase was slightly higher for women than for men (73% vs. 69%) and slightly higher for respondents in rural areas (72%) than metropolitan (70%) and other urban areas (71%).

Table 35 Age of the defective product (most recent problem case) by socio-demographic profiles (Q17)

	Less than 1 month	Between 1-6 months	Between 6 months and 1 year	Between 1 year and 2 years	Between 2 years and 3 years	Between 3 and 5 years	More than 5 years
EU28	**45%**	**26%**	**16%**	**9%**	**2%**	**1%**	**1%**
EU15	44%	26%	17%	9%	2%	1%	1%
EU13	46%	27%	16%	8%	2%	1%	0%
Male	42%	27%	18%	10%	2%	1%	1%
Female	**48%**	**25%**	15%	8%	2%	1%	1%
18-34	38%	29%	19%	10%	3%	1%	1%
35-54	45%	25%	17%	9%	2%	1%	1%
55+	50%	24%	14%	8%	2%	1%	1%
Low education	44%	29%	16%	7%	2%	2%	2%
Medium education level	46%	25%	16%	9%	2%	1%	1%
High education	44%	26%	17%	9%	2%	1%	1%
Metropolitan	42%	28%	18%	9%	2%	0%	1%
Other urban	45%	26%	17%	9%	2%	1%	1%
Rural	**49%**	**23%**	15%	9%	2%	1%	1%
Easy to make ends meet	45%	26%	16%	9%	2%	1%	1%
Difficult to make ends meet	45%	27%	17%	8%	2%	1%	1%

Base: EU28 respondents that had encountered a problem with defective goods in the past year at least "rarely" according to Q14 (n = 13,692)

Respondents' awareness of the length of the legal guarantee did not affect the reported age of the defective product (Table 36).

Table 36 The relation between consumer rights awareness and the reported age of the defective product (most recent problem case; Q17)

	Less than 1 month	Between 1-6 months	Between 6 months and 1 year	Between 1 year and 2 years	Between 2 years and 3 years	Between 3 and 5 years	More than 5 years
Not aware (length of the legal guarantee)	46%	25%	16%	8%	2%	1%	2%
Aware (length of the legal guarantee)	44%	27%	17%	10%	2%	1%	0%

Base: EU28 respondents that had encountered a problem with defective goods in the past year at least *rarely* according to Q14 (n = 13,692)

1.3.3.3. Misleading or aggressive commercial practices

Regarding misleading or aggressive commercial practices, for EU28 respondents, telecom services (e.g., internet, telephone; 36%), financial, banking and insurance services (23%), utilities (e.g., gas, electricity, water and postal; 18%) and clothing, footwear and accessories (11%) were the four most common product categories in which problems were reported (Table 37).

The data at country-level show that, for example, for *telecom services*, the reported incidence of problems in many EU13 countries, such as Croatia (62%), Bulgaria (51%), Malta (48%) or Latvia (48%) was above the EU28-average. However, also respondents in EU15 countries such as Greece (58%) and Sweden (51%) reported very high incidence of this type of problem.

There were rather large differences between the EU13 countries and the EU15 countries (Table 38). Concretely, compared to EU15 respondents, respondents in the EU13 countries reported more instances of misleading and aggressive practices for many product categories, including telecom services (41% vs. 34%) financial, banking and insurance services (33% vs. 19%), clothing (15% vs. 10%) and for beauty and health products (17% vs. 8%).

Older respondents (55+) reported misleading or aggressive practices more often than younger respondents for telecom services (41% vs. 36% by 35-54 year olds vs. 29% by 18-34 year olds), for financial, banking and insurance services (24% vs. 24% of 35-54 year olds vs. 20% for 18-34 year olds) and for utilities services (22% vs. 18% of 35-54 year olds vs. 15% for 18-34 year olds).

Table 37 Incidence of misleading or aggressive practices per sector at country-level (Q18)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	**36%**	**23%**	**18%**	**11%**	**10%**	**10%**	**8%**	**7%**	**6%**	**6%**	**6%**	**5%**	**5%**	**5%**	**4%**	**4%**	**4%**	**6%**
Austria	31%	22%	7%	9%	9%	10%	8%	13%	5%	10%	5%	5%	2%	4%	4%	5%	4%	16%
Belgium	32%	14%	20%	5%	8%	7%	7%	9%	5%	4%	4%	3%	4%	6%	3%	4%	2%	11%
Bulgaria	51%	30%	10%	14%	16%	13%	10%	4%	10%	8%	6%	6%	5%	4%	3%	4%	2%	2%
Cyprus	32%	6%	9%	12%	20%	13%	20%	6%	13%	9%	4%	9%	15%	4%	6%	5%	4%	3%
Czech Republic	36%	32%	20%	13%	13%	9%	8%	2%	5%	6%	9%	2%	5%	3%	3%	4%	2%	7%
Germany	35%	22%	18%	10%	9%	8%	4%	9%	6%	6%	6%	3%	4%	3%	3%	5%	5%	8%
Denmark	43%	16%	16%	5%	9%	13%	4%	11%	4%	4%	3%	4%	5%	5%	2%	3%	3%	7%
Estonia	37%	14%	8%	27%	12%	9%	5%	21%	7%	5%	3%	3%	2%	3%	5%	3%	2%	7%
Greece	58%	22%	17%	20%	9%	14%	10%	4%	7%	9%	4%	6%	6%	3%	5%	3%	3%	3%
Spain	37%	20%	19%	6%	11%	10%	12%	4%	6%	5%	7%	6%	7%	5%	4%	5%	2%	5%
Finland	28%	12%	8%	11%	6%	8%	5%	31%	5%	4%	4%	5%	1%	3%	3%	3%	3%	11%
France	25%	21%	11%	7%	10%	8%	11%	5%	5%	5%	8%	5%	5%	9%	4%	5%	3%	7%
Croatia	62%	26%	14%	27%	9%	10%	9%	6%	4%	6%	3%	4%	3%	4%	3%	3%	1%	6%
Hungary	24%	37%	10%	18%	14%	10%	7%	4%	7%	12%	5%	5%	3%	4%	4%	4%	2%	8%
Ireland	35%	15%	18%	9%	18%	13%	8%	5%	4%	5%	4%	7%	7%	5%	6%	4%	4%	4%
Italy	41%	14%	36%	7%	8%	11%	6%	7%	9%	5%	6%	6%	7%	5%	6%	5%	5%	2%
Lithuania	30%	20%	10%	25%	16%	13%	7%	5%	11%	8%	4%	7%	8%	6%	3%	5%	6%	4%
Luxembourg	19%	12%	3%	11%	8%	12%	18%	7%	5%	9%	11%	4%	2%	10%	4%	4%	3%	28%
Latvia	48%	18%	12%	13%	11%	6%	3%	2%	12%	3%	4%	4%	4%	5%	3%	3%	5%	5%
Malta	48%	10%	5%	7%	15%	18%	18%	2%	7%	9%	2%	6%	2%	4%	5%	2%	1%	3%
Netherlands	28%	10%	31%	4%	6%	6%	4%	6%	3%	5%	2%	4%	2%	2%	2%	4%	3%	18%
Poland	42%	32%	16%	13%	15%	12%	7%	4%	9%	5%	5%	4%	8%	3%	6%	4%	2%	2%
Portugal	50%	27%	19%	10%	9%	10%	8%	5%	7%	7%	5%	5%	3%	4%	4%	5%	3%	5%
Romania	42%	42%	15%	21%	20%	15%	13%	7%	14%	9%	7%	9%	8%	9%	6%	3%	5%	5%
Sweden	51%	26%	13%	7%	6%	10%	2%	6%	3%	3%	4%	4%	3%	2%	1%	1%	2%	8%
Slovenia	23%	41%	9%	26%	10%	6%	9%	10%	7%	6%	4%	3%	3%	7%	5%	3%	1%	4%

Slovakia	38%	28%	16%	14%	14%	10%	6%	3%	6%	4%	6%	5%	4%	5%	3%	2%	2%	3%
United Kingdom	20%	24%	13%	7%	14%	10%	8%	6%	7%	4%	3%	7%	3%	3%	5%	4%	8%	10%
Iceland	29%	34%	3%	0%	7%	9%	7%	12%	4%	6%	7%	5%	1%	5%	0%	1%	2%	6%
Norway	32%	18%	15%	10%	10%	14%	8%	7%	5%	5%	7%	6%	2%	3%	5%	3%	4%	10%

Base: respondents that had encountered misleading or aggressive commercial practices in the past year at least "rarely" according to Q14 (n = 12,835)

Table 38 Incidence of misleading or aggressive practices per sector by socio-demographic profiles (Q18)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	**36%**	**23%**	**18%**	**11%**	**10%**	**10%**	**8%**	**7%**	**6%**	**6%**	**6%**	**5%**	**5%**	**5%**	**4%**	**4%**	**4%**	**6%**
EU15	34%	19%	20%	10%	8%	10%	8%	6%	7%	5%	6%	5%	5%	5%	4%	5%	4%	7%
EU13	41%	33%	14%	15%	17%	12%	9%	9%	5%	7%	6%	6%	5%	5%	5%	4%	3%	4%
Male	37%	25%	19%	11%	9%	12%	9%	8%	8%	6%	6%	6%	6%	5%	5%	5%	5%	5%
Female	35%	21%	18%	11%	11%	8%	7%	7%	5%	5%	5%	5%	5%	4%	4%	4%	3%	7%
18-34	29%	20%	15%	14%	10%	12%	9%	8%	8%	6%	7%	7%	6%	6%	6%	7%	7%	3%
35-54	36%	24%	18%	10%	9%	9%	8%	6%	6%	5%	6%	6%	5%	4%	5%	4%	4%	5%
55+	41%	24%	22%	10%	12%	9%	8%	7%	5%	6%	5%	4%	4%	4%	3%	3%	2%	9%
Low education level	29%	17%	16%	13%	9%	11%	9%	9%	7%	5%	5%	7%	3%	5%	6%	5%	4%	5%
Medium education level	37%	22%	20%	10%	9%	10%	7%	7%	6%	5%	5%	5%	4%	4%	4%	3%	4%	6%
High education level	37%	25%	18%	12%	11%	10%	9%	7%	6%	6%	6%	6%	6%	5%	4%	4%	4%	6%

Metropolitan	36%	25%	17%	12%	12%	12%	10%	8%	8%	7%	8%	7%	6%	7%	6%	5%	6%	5%
Other urban	36%	22%	19%	12%	10%	10%	7%	7%	5%	6%	5%	5%	5%	4%	4%	4%	3%	6%
Rural	35%	21%	19%	9%	7%	8%	7%	5%	6%	3%	5%	3%	4%	3%	3%	5%	2%	8%
Easy to make ends meet	35%	24%	18%	10%	9%	9%	8%	7%	7%	6%	6%	5%	6%	3%	4%	4%	4%	7%
Difficult to make ends meet	38%	23%	20%	12%	11%	12%	8%	8%	6%	6%	6%	5%	5%	5%	5%	5%	4%	6%

Base: EU28 respondents that had encountered misleading or aggressive commercial practices in the past year at least "rarely" according to Q14 (n = 12,463)

Table 39 Relation between consumer awareness and the incidence of misleading or aggressive practices per sector (Q18)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
Not aware (misleading or aggressive practices)	29%	18%	18%	13%	12%	13%	10%	9%	9%	6%	7%	8%	7%	7%	6%	7%	6%	4%
Aware (misleading or aggressive practices)	39%	25%	18%	10%	9%	9%	7%	6%	5%	6%	5%	4%	4%	4%	4%	3%	3%	7%

Base: EU28 respondents that had encountered misleading or aggressive commercial practices in the past year at least "rarely" according to Q14 (n = 12,463)

Respondents' awareness about their rights regarding **misleading or aggressive practices** has an effect on the occurrence of these problems in some sectors (Table 39). Especially in the Telecoms services sector, respondents were more likely to report this type of problem when they were aware of the regulations (39% vs. 29%). A similar trend can be observed for the financial sector (25% vs. 18%).

1.3.3.4. Unclear or ambiguous standard contract terms

Respondents that indicated having experienced *unclear or ambiguous standard contract terms* in the past year were asked to ***indicate in which product category they have experienced this problem*** (*Q19*). Similar to the previous problem category (i.e., misleading or aggressive practices), Table 40 shows that EU28 respondents reported that *telecom services* (32%*), financial, banking and insurance services* (21%) and *utilities* (16%) were the three most often reported product categories where this problem is exprienced, followed by *electronic and digital goods* (11%).

Similar to the previously discussed problem categories, older respondents reported more instances of unclear or ambiguous standard contract for categories such as *telecom services* (38% vs. 33% vs. 25%) than respectively 34 to 54 year olds and 18 to 34 year olds. Furthermore, more instances of this problem where reported in *financial services, banking and insurance services* (24% vs. 17%) than 18 to 34 year olds (Table 41).

Table 40 Incidence of unclear or ambiguous standard contract terms per sector at country-level (Q19)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	**32%**	**21%**	**16%**	**11%**	**9%**	**7%**	**7%**	**7%**	**6%**	**6%**	**6%**	**5%**	**5%**	**5%**	**5%**	**5%**	**4%**	**3%**
Bulgaria	60%	25%	14%	10%	12%	9%	6%	6%	5%	6%	5%	4%	2%	3%	4%	3%	3%	1%
Croatia	58%	22%	13%	12%	7%	4%	5%	3%	4%	3%	3%	4%	2%	2%	3%	2%	2%	2%
Greece	48%	23%	10%	15%	9%	10%	9%	9%	8%	8%	3%	8%	3%	7%	3%	5%	4%	1%
Romania	48%	36%	22%	13%	10%	7%	10%	9%	6%	7%	5%	8%	5%	5%	5%	3%	4%	2%
Portugal	48%	22%	17%	11%	7%	8%	5%	5%	7%	5%	5%	5%	5%	4%	3%	4%	4%	3%
Sweden	43%	17%	11%	13%	5%	5%	3%	6%	5%	7%	3%	3%	6%	2%	1%	4%	2%	6%
Malta	41%	12%	7%	13%	9%	8%	14%	8%	4%	6%	4%	5%	3%	2%	4%	3%	1%	1%
Poland	37%	26%	14%	10%	12%	6%	9%	6%	8%	5%	5%	5%	3%	6%	5%	5%	3%	1%
Estonia	37%	15%	13%	12%	12%	3%	9%	5%	11%	5%	4%	3%	4%	3%	4%	4%	2%	5%
Spain	37%	20%	16%	8%	8%	10%	6%	5%	4%	6%	5%	6%	2%	5%	3%	5%	3%	4%
Latvia	35%	15%	21%	8%	7%	2%	10%	6%	5%	7%	5%	4%	2%	3%	2%	4%	4%	4%
Austria	33%	24%	13%	13%	6%	6%	5%	6%	4%	10%	7%	4%	6%	4%	3%	4%	7%	3%
Italy	33%	18%	26%	11%	8%	7%	10%	8%	7%	5%	5%	9%	6%	5%	5%	7%	5%	1%
Slovakia	32%	24%	12%	9%	13%	5%	4%	5%	5%	6%	5%	4%	4%	3%	5%	2%	2%	3%
Lithuania	32%	17%	12%	14%	14%	5%	10%	5%	10%	8%	7%	4%	3%	10%	5%	5%	6%	1%
Hungary	31%	32%	11%	12%	12%	9%	5%	6%	5%	7%	7%	4%	2%	3%	5%	3%	3%	3%
Finland	30%	15%	8%	14%	6%	3%	4%	4%	7%	5%	4%	3%	11%	2%	3%	5%	4%	5%
Iceland	29%	36%	4%	12%	7%	6%	2%	9%	3%	5%	9%	0%	7%	1%	5%	0%	3%	5%
Slovenia	28%	26%	12%	9%	12%	8%	4%	6%	8%	4%	4%	6%	3%	4%	6%	4%	2%	2%
Czech Republic	28%	28%	15%	9%	12%	6%	3%	5%	6%	6%	10%	3%	3%	4%	4%	4%	2%	4%
Ireland	27%	17%	20%	15%	13%	7%	8%	7%	8%	6%	5%	7%	5%	6%	3%	4%	4%	3%
Luxembourg	26%	17%	5%	17%	5%	7%	9%	11%	6%	11%	12%	2%	8%	3%	11%	8%	6%	6%
Denmark	25%	12%	10%	16%	10%	7%	6%	5%	6%	6%	6%	3%	7%	7%	5%	3%	5%	5%
France	23%	20%	10%	8%	9%	7%	5%	10%	5%	6%	7%	7%	5%	6%	6%	4%	4%	5%
Netherlands	23%	14%	19%	12%	8%	7%	7%	8%	3%	7%	5%	5%	5%	4%	6%	4%	6%	6%
Germany	23%	21%	12%	11%	8%	4%	7%	5%	6%	10%	8%	6%	6%	5%	4%	5%	7%	4%
Belgium	21%	17%	16%	11%	5%	7%	7%	5%	4%	6%	4%	4%	5%	4%	5%	5%	4%	7%
Norway	20%	16%	9%	13%	9%	6%	7%	9%	12%	7%	7%	5%	7%	2%	5%	6%	4%	5%
United Kingdom	20%	11%	13%	11%	11%	11%	9%	7%	8%	4%	2%	7%	8%	5%	6%	5%	4%	4%
Cyprus	15%	17%	1%	13%	15%	18%	13%	11%	7%	10%	9%	3%	9%	8%	4%	6%	7%	3%

Base: all respondents that had encountered unclear or ambiguous standard contract terms in the past year at least "rarely" according to Q14 (n = 11,172)

Table 41 Incidence of unclear or ambiguous standard contract terms per sector for socio-demographic profiles (Q19)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	32%	21%	16%	11%	9%	7%	7%	7%	6%	6%	6%	5%	5%	5%	5%	5%	4%	3%
EU15	30%	19%	16%	10%	9%	8%	7%	7%	6%	7%	6%	5%	5%	5%	5%	4%	5%	4%
EU13	40%	28%	15%	11%	11%	7%	8%	7%	6%	5%	7%	6%	5%	3%	4%	5%	3%	2%
Male	33%	23%	17%	12%	9%	8%	8%	8%	7%	6%	6%	5%	6%	6%	5%	5%	5%	3%
Female	32%	19%	15%	9%	10%	7%	7%	6%	5%	6%	6%	5%	4%	4%	4%	4%	4%	4%
18-34	25%	17%	13%	11%	11%	8%	9%	8%	7%	8%	8%	6%	7%	7%	8%	6%	7%	2%
35-54	33%	21%	15%	10%	9%	8%	7%	6%	6%	6%	6%	5%	5%	4%	4%	5%	4%	3%
55+	38%	24%	18%	11%	8%	6%	7%	6%	5%	5%	5%	5%	3%	4%	3%	3%	3%	4%
Low education level	25%	17%	15%	11%	11%	8%	8%	4%	4%	6%	6%	5%	5%	6%	6%	5%	3%	3%
Medium education level	33%	20%	16%	10%	9%	6%	7%	6%	4%	6%	5%	4%	5%	5%	4%	5%	3%	3%
High education level	34%	23%	16%	11%	9%	8%	7%	8%	8%	6%	7%	6%	5%	5%	5%	4%	5%	3%
Metropolitan	32%	22%	15%	12%	10%	9%	8%	8%	7%	7%	8%	6%	6%	6%	5%	5%	5%	2%
Other urban	34%	20%	15%	9%	9%	7%	8%	7%	6%	6%	5%	5%	5%	4%	4%	4%	3%	3%
Rural	30%	21%	16%	10%	10%	5%	6%	5%	5%	5%	5%	5%	4%	5%	5%	4%	4%	4%
Easy to make ends meet	30%	21%	14%	9%	10%	8%	7%	8%	8%	5%	7%	5%	5%	6%	5%	4%	6%	3%
Difficult to make ends meet	35%	23%	18%	11%	9%	7%	8%	7%	5%	7%	6%	5%	5%	4%	4%	5%	3%	3%

Base: EU 28 respondents that had encountered unclear or ambiguous standard contract terms in the past year at least *rarely* according to Q14 (n = 10,886)

Respondents' awareness about the legislation regarding unclear or ambiguous standard contract terms had little effects on the number of times they reported problems with this consumer right in the various sectors (Table 42).

Table 42 Relation between consumer rights awareness and the incidence of unclear or ambiguous standard contract terms per sector (Q19)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
Not aware (unclear or ambiguous standard contract terms)	30 %	19 %	16 %	10 %	8%	7 %	7 %	6 %	6 %	5 %	7 %	4 %	4 %	4 %	5 %	4 %	4 %	3 %
Not aware (unclear or ambiguous standard contract terms)	33 %	22 %	15 %	11 %	10 %	8 %	7 %	7 %	6 %	6 %	6 %	6 %	5 %	5 %	4 %	5 %	4 %	3 %

Base: EU 28 respondents that had encountered unclear or ambiguous standard contract terms in the past year at least "rarely" according to Q14 (n = 10,886)

1.3.3.5. Unfair standard contract terms

Finally, respondents that had experienced unfair standard contract terms reported **the product categories in which these problems occurred (Q 20)**. EU28 respondents reported *telecom services* (31%), *financial services, insurances and banking* (18%) and *utilities* (14%) most frequently for this type of problem (Table 43). Thus, respondents in the EU13 countries Croatia (58%), Bulgaria (56%) and Malta (45%) reported more problems for *telecom services* than the EU28 average (31%). As regards comparison between EU13 and EU15 respondents (Table 44), the former reported higher incidence of this problem for *telecom services* (38 % vs. 29%) and *financial services, insurances and banking* (24% vs. 16%). However, also some EU15 countries, including Portugal (50%) and Greece (46%) show high incidence of problems with unfair contract terms.

Similar to the previous problem category, older respondents (55+) reported more instances of unclear or ambiguous contract terms for categories such as *telecom services* (38% vs. 32% vs. 23%), *financial services, banking and insurance services* (21% vs. 19% vs. 14%) and *utilities* (16% vs. 15% vs. 12%) than respectively 35 to 54 year olds and 19 to 34 year olds.

Table 43 Incidence of unfair standard contract terms per sector at country-level (Q20)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	**31%**	**18%**	**14%**	**9%**	**8%**	**7%**	**7%**	**6%**	**6%**	**6%**	**6%**	**6%**	**5%**	**5%**	**5%**	**4%**	**4%**	**3%**
Austria	29%	23%	10%	13%	6%	5%	2%	4%	7%	9%	13%	3%	2%	3%	3%	1%	7%	2%
Belgium	18%	15%	13%	6%	8%	9%	5%	7%	7%	8%	4%	3%	3%	4%	4%	5%	4%	6%
Bulgaria	56%	23%	15%	8%	10%	8%	7%	7%	7%	4%	5%	4%	4%	3%	4%	3%	3%	1%
Cyprus	15%	18%	6%	10%	15%	22 %	2%	10%	6%	12%	8%	9%	6%	6%	4%	4%	2%	2%
Czech Republic	25%	21%	14%	10%	10%	6%	6%	4%	4%	10%	8%	5%	3%	3%	2%	4%	2%	6%
Germany	27%	14%	9%	10%	6%	4%	4%	7%	5%	9%	9%	5%	5%	8%	3%	3%	6%	5%
Denmark	21%	11%	9%	15%	12%	7%	6%	7%	4%	5%	5%	5%	4%	7%	4%	5%	3%	6%
Estonia	37%	17%	13%	9%	8%	5%	13%	7%	4%	4%	4%	4%	5%	5%	4%	5%	3%	5%
Greece	46%	24%	13%	15%	8%	8%	7%	8%	7%	4%	7%	7%	6%	4%	4%	3%	5%	2%
Spain	38%	23%	17%	6%	8%	9%	4%	4%	4%	7%	4%	6%	3%	4%	4%	4%	4%	3%
Finland	26%	11%	7%	12%	6%	5%	8%	5%	5%	6%	6%	2%	4%	9%	4%	3%	4%	6%
France	20%	15%	8%	7%	8%	9%	4%	7%	6%	6%	5%	6%	7%	5%	7%	4%	4%	5%
Croatia	58%	26%	11%	9%	5%	3%	6%	2%	3%	3%	3%	2%	4%	2%	1%	2%	1%	1%
Hungary	27%	34%	12%	9%	10%	7%	6%	4%	5%	7%	5%	3%	3%	4%	3%	3%	2%	3%
Ireland	28%	10%	18%	12%	13%	5%	10%	7%	7%	7%	6%	5%	7%	2%	3%	4%	4%	5%
Italy	31%	14%	24%	9%	9%	7%	7%	8%	7%	7%	6%	7%	6%	8%	6%	6%	7%	1%
Lithuania	25%	18%	8%	17%	14%	3%	8%	8%	7%	5%	7%	9%	5%	6%	4%	4%	6%	1%
Luxembourg	24%	18%	6%	19%	8%	10 %	8%	8%	7%	6%	9%	1%	6%	5%	12%	12%	7%	3%
Latvia	35%	17%	23%	9%	7%	4%	8%	8%	2%	8%	3%	1%	4%	2%	3%	2%	4%	3%
Malta	45%	8%	3%	13%	6%	10 %	5%	10%	8%	2%	3%	0%	5%	4%	2%	3%	2%	2%
Netherlands	19%	11%	18%	11%	9%	9%	4%	4%	7%	2%	6%	7%	4%	7%	8%	2%	4%	12%
Poland	36%	22%	15%	9%	12%	7%	7%	7%	5%	5%	5%	6%	5%	3%	4%	4%	3%	1%
Portugal	50%	18%	14%	11%	7%	7%	6%	6%	4%	5%	4%	5%	4%	3%	6%	3%	4%	4%
Romania	44%	29%	22%	12%	8%	7%	5%	8%	8%	5%	7%	5%	7%	5%	3%	5%	3%	3%
Sweden	34%	19%	8%	11%	6%	5%	7%	4%	7%	4%	6%	4%	3%	5%	3%	1%	2%	4%
Slovenia	25%	20%	11%	12%	8%	8%	7%	7%	4%	3%	3%	4%	7%	4%	8%	7%	3%	0%
Slovakia	28%	22%	10%	9%	11%	4%	6%	4%	5%	5%	5%	3%	3%	2%	2%	3%	3%	3%
Great Britain	17%	12%	11%	10%	10%	8%	7%	7%	8%	3%	7%	6%	7%	7%	6%	7%	5%	6%
Iceland	30%	23%	8%	6%	4%	5%	6%	0%	11%	6%	4%	5%	0%	4%	0%	3%	5%	16%
Norway	22%	8%	9%	11%	15%	4%	12%	8%	10%	8%	4%	7%	5%	6%	7%	5%	2%	8%

Base: all respondents that had encountered unfair standard contract terms in the past year at least "rarely" according to Q14 (n = 9,745)

Table 44 Incidence of unfair standard contract terms per sector for socio-demographic profiles (Q20)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
EU28	**31%**	**18%**	**14%**	**9%**	**8%**	**7%**	**7%**	**6%**	**6%**	**6%**	**6%**	**6%**	**5%**	**5%**	**5%**	**4%**	**4%**	**3%**
EU15	29%	16%	14%	9%	8%	7%	6%	6%	6%	6%	5%	6%	6%	5%	5%	5%	5%	4%
EU13	38%	24%	15%	10%	10%	7%	7%	5%	5%	6%	6%	5%	4%	5%	3%	3%	4%	2%
Male	31%	20%	15%	10%	8%	7%	8%	6%	7%	6%	5%	6%	6%	5%	6%	5%	5%	3%
Female	31%	17%	14%	9%	9%	7%	5%	6%	5%	5%	6%	5%	5%	5%	3%	4%	3%	4%
18-34	23%	14%	12%	11%	11%	8%	7%	8%	9%	7%	7%	7%	8%	6%	7%	7%	5%	2%
35-54	32%	19%	15%	9%	8%	7%	6%	6%	5%	5%	5%	6%	5%	5%	4%	4%	5%	4%
55+	38%	21%	16%	9%	7%	7%	7%	5%	5%	5%	5%	4%	4%	4%	3%	3%	3%	4%
Low education level	24%	16%	12%	9%	11%	7%	6%	8%	4%	3%	6%	6%	5%	5%	6%	5%	6%	4%
Medium education level	33%	17%	15%	8%	8%	6%	6%	6%	4%	6%	5%	5%	5%	5%	4%	5%	4%	4%
High education level	32%	20%	15%	10%	8%	8%	7%	6%	7%	6%	6%	6%	5%	5%	4%	4%	4%	3%
Metropolitan	31%	18%	15%	10%	9%	9%	7%	7%	7%	7%	7%	7%	6%	6%	5%	5%	5%	3%
Other urban	33%	18%	14%	8%	9%	7%	7%	5%	5%	6%	5%	5%	4%	5%	5%	4%	4%	3%
Rural	29%	18%	13%	10%	6%	5%	5%	6%	5%	4%	5%	4%	6%	4%	3%	4%	3%	5%
Easy to make ends meet	31%	18%	14%	8%	7%	8%	6%	7%	7%	7%	6%	6%	6%	5%	5%	5%	4%	3%
Difficult to make ends meet	32%	19%	16%	10%	10%	7%	7%	6%	6%	5%	7%	6%	5%	5%	5%	5%	5%	4%

Base: EU28 respondents that had encountered unfair standard contract terms in the past year at least "rarely" according to Q14 (n = 9,499)

Respondents' awareness about their rights when being confronted with unfair standard contract terms has an effect on the reported problems with this consumer right. This is especially true in the sector of telecoms services, where respondents were more likely to report problems with unfair standard contract terms when they are aware of their rights (Table 45).

Table 45 The relation between consumer rights awareness and the incidence of unfair standard contract terms per sector (Q20)

	Telecoms services	Financial, Banking and Insurance services	Utilities – e.g., Gas, Electricity, Water and Postal services.	Clothing, footwear and accessories	Beauty, health and wellness	Electronic/ digital goods	Restaurants and hotels	Small household appliances	Entertainment	Recreational and culture services	Real estate services	Toys	Transport services	Furniture, furnishings and decoration	Large household appliances	Cars, motorbikes, bikes or parts	Sports and outdoors	Other product and service
Not aware (unfair standard contract terms)	28 %	17 %	13 %	10 %	10 %	8 %	7 %	7 %	6 %	6 %	7 %	7 %	6 %	6 %	5 %	5 %	5 %	3 %
Aware (unfair standard contract terms)	36 %	20 %	16 %	9%	6%	6 %	5 %	5 %	5 %	6 %	5 %	4 %	4 %	4 %	3 %	3 %	3 %	4 %

Base: EU28 respondents that had encountered unfair standard contract terms in the past year at least "rarely" according to Q14 (n = 9,499)

In summary, problems with missing unit price information were mostly reported for food and drink products, and defective goods were mostly reported in the clothing, electronic goods and household appliance sector. The other three problems categories (misleading or aggressive practices, unclear or ambiguous standard contract terms and unfair standard contract terms) were reported most often in telecom services, financial, banking and insurance services and utilities.

1.3.4. Consumers' most recent problems

Following the general question about the consumer rights problems experienced in the past year, respondents' were asked to describe in more detail their most recent problem, including how they tried to solve this ***most recent*** problem and what the outcomes of these problem resolution efforts were[172].

[172] The relation between consumer rights awareness (respondent's awareness of the respective right) and the chosen last problem (incl. the country-level results) is presented in Annex 2 (section 2.3)

1.3.4.1. Category of the most recent problem

First of all, respondents that had experienced any problem at least 'rarely' during the past 12 months (*Q14)* were asked ***which of the problems has occurred most recently*** (*Q21a*). The results on the EU28-level show that *defective goods* (42%) was the most commonly chosen recent problem category, followed by *misleading or aggressive commercial practices* (23%), *lack of indication of the unit price* (18%), *unclear or ambiguous standard contract terms* (13%) and, finally, *unfair standard contract terms* (4%).

At country-level (Table 46), there was no specific trend regarding the respondent choice of the most recent problem:

- Most respondents chose problems with ***defective goods*** as their latest problem in Cyprus (55%); Germany (53%), Slovakia and the UK (both 52%), while defective goods was reported as the last problem by fewer respondents in Bulgaria (28%) and Romania (26%).

- ***Misleading or aggressive commercial practices*** were chosen most often as the latest problem in the Netherlands (32%) and Norway (32%) and the least often in Cyprus (12%) and Austria (15%).

- The ***lack of indication of the unit price*** was chosen most often as the latest problem in France (31%), Iceland (30%) and Luxembourg (29%) and the least often in Poland (10%) and Denmark (12%) and Greece (13%).

- ***Unclear or ambiguous standard contract terms*** were chosen most often in Bulgaria (20%), Romania (17%) and Poland (17%) and least often in the UK (7%), Malta (8%) and the Netherlands (9%).

- ***Unfair standard contract terms*** were chosen most often in Ireland and Bulgaria (both 8%) and least often in Cyprus (1%), Iceland (2%) and Estonia (2%).

Table 46 Problem that occurred most recently at country-level (Q21a)

	Defective goods	Misleading or aggressive commercial practices	Lack of indication of the unit price	Unclear or ambiguous standard contract terms	Unfair standard contract terms
EU28	**42%**	**23%**	**18%**	**13%**	**4%**
Cyprus	55%	12%	20%	12%	1%
Germany	53%	19%	15%	10%	3%
Slovakia	52%	16%	16%	13%	3%
United	52%	19%	17%	7%	4%
Austria	49%	15%	21%	11%	3%
Czech	48%	20%	17%	11%	4%
Sweden	47%	25%	14%	10%	4%
Poland	47%	22%	10%	17%	4%
Denmark	45%	27%	12%	11%	4%
Malta	43%	16%	25%	8%	7%
Ireland	43%	19%	17%	13%	8%
Netherlands	41%	32%	14%	9%	4%
Estonia	41%	29%	16%	11%	2%
Iceland	40%	16%	30%	11%	2%
Luxembourg	39%	18%	29%	10%	4%
Hungary	39%	21%	17%	16%	7%

Italy	39%	28%	14%	16%	4%
Lithuania	38%	29%	14%	14%	4%
Spain	38%	27%	16%	15%	5%
Latvia	37%	26%	22%	10%	5%
France	36%	19%	31%	10%	4%
Norway	35%	32%	17%	11%	5%
Greece	35%	31%	13%	15%	5%
Croatia	35%	25%	20%	14%	7%
Portugal	35%	29%	16%	15%	6%
Slovenia	34%	29%	18%	12%	6%
Finland	33%	31%	14%	16%	5%
Belgium	31%	31%	24%	11%	3%
Bulgaria	28%	25%	19%	20%	8%
Romania	26%	30%	22%	17%	5%

Base: all respondents that had encountered a problem in the past year at least "rarely" according to Q14 (n = 17,773)

The choice of the most recent problem is fairly consistent with the results on problems in the last 12 months (Table 23), where *misleading or aggressive commercial practices*, *defective goods* and *no indication of unit prices* were also the most common. The results concerning the most recent problem were relatively similar among all socio-demographic profiles (Table 47).

Table 47 Problem that occurred most recently by socio-demographic profiles (Q21a)

	Lack of indication of the unit price	Defective goods	Misleading or aggressive commercial practices	Unclear or ambiguous standard contract terms	Unfair standard contract terms
EU28	**18%**	**42%**	**23%**	**13%**	**4%**
EU15	18%	43%	23%	12%	4%
EU13	16%	40%	24%	16%	5%
Male	17%	43%	23%	12%	4%
Female	18%	42%	23%	13%	4%
18-34	19%	44%	23%	10%	4%
35-54	16%	44%	23%	12%	5%
55+	18%	39%	24%	15%	4%
Low education level	21%	44%	19%	11%	4%
Medium education level	16%	43%	24%	13%	4%
High education level	18%	42%	24%	12%	4%
Metropolitan	18%	42%	24%	12%	4%
Other urban	17%	42%	24%	13%	4%
Rural	18%	43%	22%	13%	4%
Easy to make ends meet	18%	45%	21%	11%	4%
Difficult to make ends meet	17%	38%	26%	14%	5%

Base: EU28 respondents had encountered a problem in the past year at least "rarely" according to Q14 (n = 17,202)

1.3.4.2. Product sector of the most recent problem

Respondents were also asked to ***identify the product sectors in which their most recent problem had occurred*** (*Q21b*)[173]. Table 48 presents the problem sectors per product type. Problems with unit price indication were reported most often for the categories *food* and *drinks*. This is consistent with the findings presented above. The consumer problem that is most associated with the categories *clothing, footwear and accessories* and *electronics and digital goods* are defective goods. In contrast, *telecom services*, *financial, banking and insurance services* and *utilities* are mentioned often for three problem categories: misleading or aggressive commercial practices, unclear or ambiguous standard contract terms and unfair standard contract terms.

[173] The problem sectors in which the most recent problem has occurred is cross-checked against other factors related to addressing this problem in Annex 2 (section 2.4)

Table 48 Type of the most recent problem per product type (Q21a, Q21b)

	Food and Drinks	Detergents / cleaning products	Clothing, footwear and accessories	Beauty, health and wellness	Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	Sports and outdoors	Toys	Electronic/ digital goods (	Small household appliances	Large household appliances	Furniture, furnishings and decoration	Cars, motorbikes, bikes or parts	Collectibles, fine arts	Telecoms services – e.g., Internet, Telephone	Utilities – e.g., Gas, Electricity, Water and Postal services.	Recreational and culture services	Restaurants and hotels	Transport services – e.g., Airline, Rail, Bus services.	Financial, Banking and Insurance services	Real estate services	Other
Lack of indication of the unit price	82%	13%																			4%
Defective goods	8%		20%	3%	3%	3%	6%	25 %	12 %	5%	6%	2 %	1 %								6%
Misleading or aggressive commercial practices			5%	5%	3%	1%	1%	5 %	2 %	1%	2%	2 %		30 %	13 %	3%	3%	2 %	13 %	2 %	7%
Unclear or ambiguous standard contract terms			4%	2%	2%	2%	2%	7 %	3 %	2%	2%	1 %		31 %	11 %	4%	3%	3 %	15 %	2 %	3%
Unfair standard contract terms			5%	3%	1%	2%	3%	4 %	1 %	3%	2%	3 %		29 %	8 %	2%	2%	4 %	16 %	3 %	8%

Base: EU28 respondents that had encountered a problem in the past year at least *rarely* according to Q 14 and that selected one or more product sectors for the five problems concerned in Q15-Q20 (n = 17,202)

1.3.4.3. Value of the most recent defective good

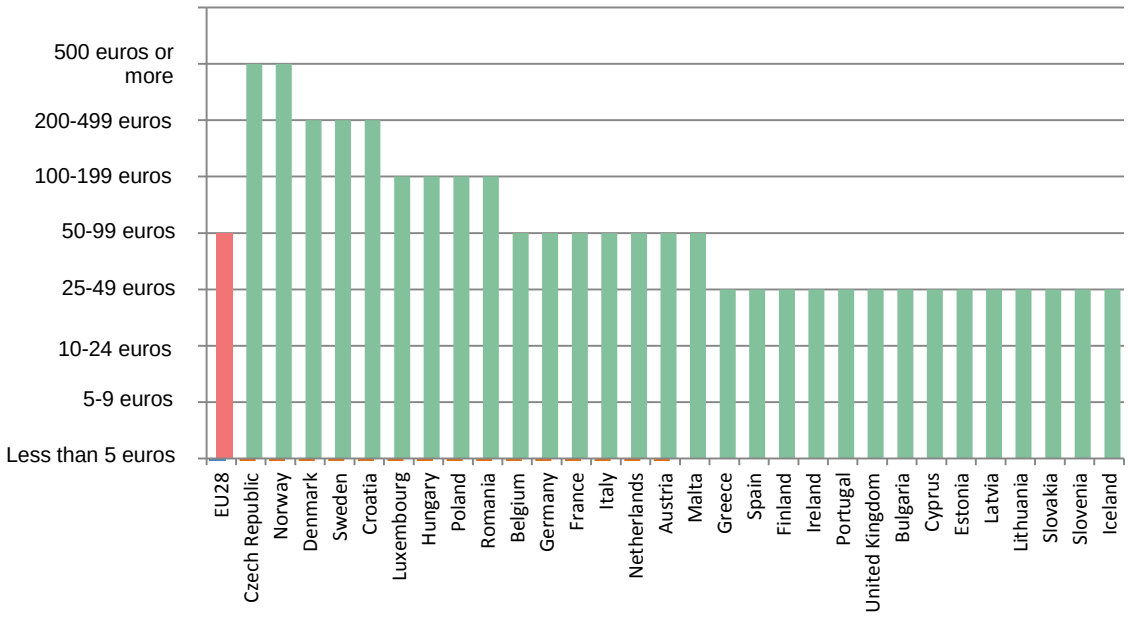
Respondents who indicated defective goods as their last problem were then asked to indicate the value of the product:

"Considering the most recent problem that you experienced with a product that turned out to be defective, what was the approximate value of this product?"

The majority of the respondents reported an approximate value of € 25 to €99 (37%), followed by a value of € 100 to €499 (26%). While some respondents also experienced defective products of low value (€ 0 to €9; 10%) or of a particularly high value (€500 or more; 11%), the number of such cases was relatively limited.

The median[174] of the approximate value of the defective good portrays clear country differences (see Figure 5). The findings show that the median value of defective goods is highest for respondents from the Czech Republic and from Norway (500 euros or more), while almost half of the countries shows a median value of 25 to 49 euros. The approximate value of the defective goods (median) does not differ across socio-demographic profiles (50-99 euros for each profile).

Figure 5 Approximate value when the most recent problem was a defective good (Median, Q21c)



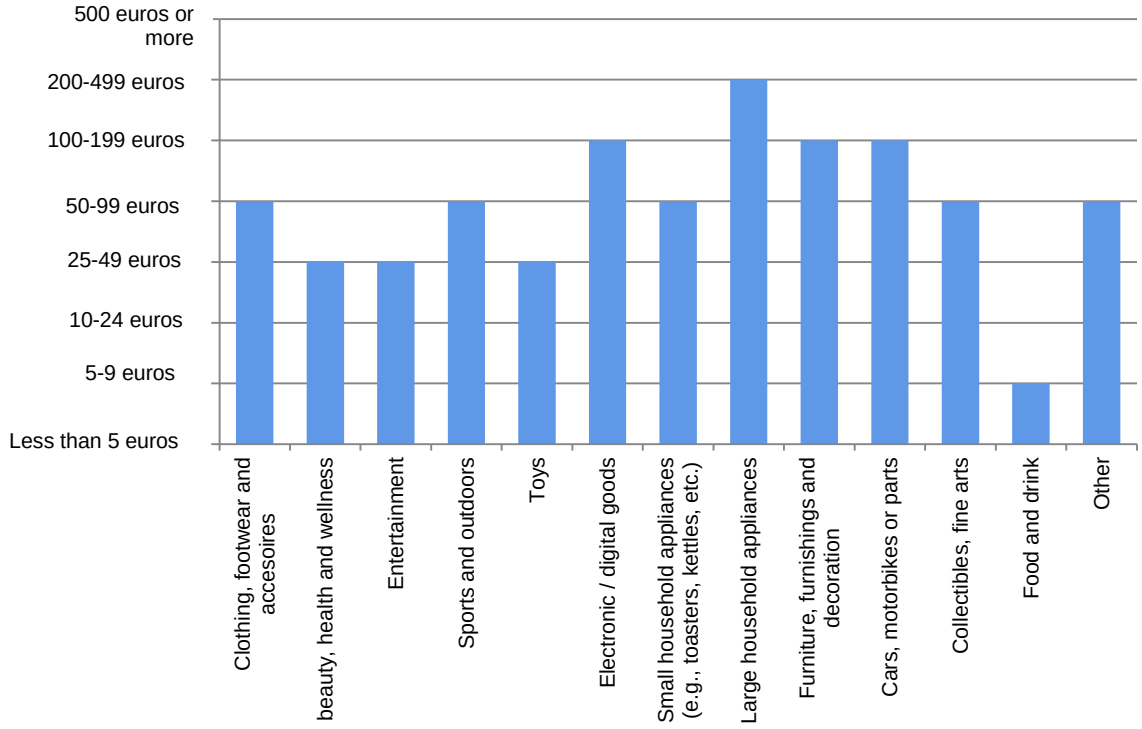
Base: all respondents reporting defective goods as their most recent problem (Q21a; n = 7,138)

The median value of defective goods differs across the sectors where the problem occurred. The value is highest for large household appliances (200-499 euros). In

174 The median is the midpoint of a frequency distribution of observed values or quantities, such that there is an equal probability of falling above or below this value. For example, in a case where the reported values are 1, 5, 23, 25, 43, 100 and 350, the mean is equal to the midpoint value 25.

contrast, the median value of defective goods is lowest in the food and drink sector (5-9 euros).

Figure 6 Approximate value when the most recent problem was a defective good by product sector (Median, Q21c)



Base: EU28 respondents reporting defective goods as their most recent problem (Q21a; n = 6,945)

1.3.4.4. Type of trader with which the latest problem occurred

The respondents were also asked to indicate ***where they bought the product or service with which their latest problem had occurred*** (*Q22*)**.** The responses show, that on the EU28-level most respondents reported their most recent problem for products or services purchased in a brick-and-mortar shop in their own country (47%) followed by an online shop in their own country (34%). These values are substantially higher than the values for traders in other EU countries, both online (11%) and offline (2%), who were reported less often. This may be due to lower frequency of purchases at these two types of traders.

The country-level results (Table 49) do not reveal a clear pattern with regards to the type of trader involved in the last consumer problem. What can be noted is:

Problems with domestic offline shops were reported most often in Cyprus (71%), Iceland (68%) and Portugal (65%) and least often in the United Kingdom (35%). This number is still relatively high, compared to the other traders.

Problems with domestic online shops were most reported in Germany (46%) and the United Kingdom (41%), while respondents in Cyprus (7%), Malta (7%) and Luxembourg (4%) reported only few instances of such problems.

Not many problems with offline shops in another EU country were reported. In Luxembourg (8%), people were most likely to report problems for this type of trader, followed by respondents in Cyprus (6%). There were, however, a number of countries where respondents did not report almost any problems with purchases in foreign offline shops (Czech Republic, Spain, Croatia, Hungary, Lithuania, Portugal, Romania, Sweden, Slovakia and the United Kingdom: all 1%).

Problems with online shops in another EU country were most often reported in Austria (27%) and Luxembourg (26%), while respondents in the Czech Republic (5%), Iceland (4%) and Romania (2%) reported the lowest number of problems with this type of trader.

Table 49 Purchase channel for the most recent problem at country-level (Q22)

	In a shop in your country	On the internet from a trader based in your country	In a shop in another EU country	On the internet from a trader based in another EU country	Other
EU28	**47%**	**34%**	**2%**	**11%**	**6%**
Austria	47%	17%	2%	27%	7%
Belgium	52%	17%	4%	14%	13%
Bulgaria	64%	26%	2%	6%	2%
Cyprus	71%	7%	6%	13%	4%
Czech Republic	55%	33%	1%	5%	6%
Germany	39%	46%	2%	9%	4%
Denmark	40%	34%	3%	14%	9%
Estonia	55%	25%	2%	8%	10%
Greece	60%	23%	2%	11%	5%
Spain	50%	30%	1%	14%	5%
Finland	42%	32%	2%	9%	14%
France	52%	27%	2%	13%	5%
Croatia	62%	19%	1%	8%	10%
Hungary	58%	28%	1%	6%	7%
Ireland	49%	20%	3%	23%	6%
Italy	38%	38%	2%	15%	6%
Lithuania	49%	33%	1%	10%	6%
Luxembourg	53%	4%	8%	26%	9%
Latvia	59%	24%	2%	8%	7%
Malta	62%	7%	3%	18%	10%
Netherlands	39%	31%	4%	12%	14%
Poland	49%	38%	2%	6%	5%
Portugal	65%	18%	1%	9%	7%
Romania	63%	29%	1%	2%	5%
Sweden	47%	32%	1%	9%	11%
Slovenia	59%	19%	2%	10%	10%
Slovakia	60%	26%	1%	8%	5%
United Kingdom	35%	41%	1%	15%	8%
Iceland	68%	14%	4%	4%	10%

Norway	44%	26%	3%	18%	9%

Base: all respondents that had encountered a problem in the past year at least *rarely* (Q14): in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or others (n = 1,310)

The socio-demographic results (Table 50) show that problems with online traders in other EU countries were mainly reported by young respondents (17%) who reported this sales channel more often than middle-aged (11%) and older (7%) customers. Also metropolitan respondents reported problems with foreign online traders more often (14%) compared to other urban (10%) and rural respondents (10%). This might be related to higher usage of this trade channel by young respondents and metropolitan respondents who reported shopping more often in offline and online shops in another EU country than older and more rural respondents (based on Q11).

Table 50 Purchase channel for the most recent problem by socio-demographic profiles, (Q22)

	In a shop in your country	On the internet from a trader based in your country	In a shop in another EU country	On the internet from a trader based in another EU country	Other
EU28	**47%**	**34%**	**2%**	**11%**	**6%**
EU15	44%	34%	2%	13%	7%
EU13	56%	31%	1%	6%	5%
Male	45%	35%	2%	13%	6%
Female	49%	32%	2%	10%	7%
18-34	45%	32%	3%	17%	3%
35-54	45%	35%	2%	11%	7%
55+	50%	34%	1%	7%	8%
Low education level	47%	34%	2%	11%	5%
Medium education level	46%	35%	2%	11%	7%
High education level	48%	33%	2%	12%	6%
Metropolitan	47%	32%	1%	14%	6%
Other urban	48%	34%	2%	10%	6%
Rural	46%	35%	2%	10%	7%
Easy to make ends meet	46%	36%	2%	11%	6%
Difficult to make ends meet	46%	32%	1%	12%	8%

Base: EU28 respondents that had encountered a problem in the past year at least *rarely* (Q14): in a shop in your country (n = 7.891), an online shop in your country (n = 5,656), a shop in another EU country (n = 301), an online shop in another EU country (n = 1,897) or others (n = 1,055)

Finally, Table 51 presents how often the last problem was reported with different types of traders per problem category. Since most purchases are done in domestic offline shops (see Table 19), the latests problems were also reported most often with this trader type. Concretely, the latest problem with the unit price indication occurred most often in a domestic offline shop (79%). The other problems occurred often in both domestic online and offline shops. For example, defective goods were often reported as the latest problem a respondent has experienced in brick-and-mortar shops in the respondents' own country (44%) and in domestic online shops (39%). For shops in another EU country, respondents encountered most of their latest problems in online shops. This is also consistent with the respondents' replies about using foreign online shops more often than foreign offline shops (see Table 19).

Table 51 How often the latest problem was reported with different types of traders (Q21a, Q22)[175]

	In a shop in your country	On the internet from a trader based in your country	In a shop in another EU country	On the internet from a trader based in another EU country	Other
Lack of indication of the unit price	79%	12%	3%	5%	1%
Defective goods	44%	39%	1%	14%	2%
Misleading or aggressive commercial practises	33%	37%	1%	11%	17%
Unclear or ambiguous standard contract terms	40%	39%	2%	11%	8%
Unfair standard contract terms	40%	37%	4%	10%	8%

Base: EU28 respondents that experienced one of the five problems over the past 12 months *rarely –very often* (Q14) for the shops they had visited at least *rarely* (Q11: 1-4): offline in their own country (n = 9,220), online in their own country (n = 4,939), offline in another EU country (n = 355), online in another EU country (n = 1,917) or other shops (n = 1,310)

[175] The country-level results are presented in Annex 2 (section 2.5)

1.4. Problem solutions

The goal of this section of the survey was to investigate whether and how EU consumers attempt to deal with their consumer rights issues and what the outcomes of these problem resolution efforts are (Q23-Q28). This section accordingly focuses on the following research goals:

- **What actions do consumers take when their rights are breached? Why (or why not) did they take these actions?**
- **How often do consumers obtain a remedy or redress to their problem?**
- **How satisfied are consumers with the remedy or redress they received?**
- **What is the role of national authorities, consumer associations and traders' associations in facilitating the concrete functioning of consumer rights and the problem solutions?**

1.4.1. Actions taken to resolve consumer rights problems

1.4.1.1. Overview of the actions taken regarding the most recent problem

To map the actions taken to resolve their most recent problem, the respondents were asked:

"Still thinking about the most recent problem, what action you took to resolve the problem:"

- **You complained to the seller or service provider**
- **You complained to the manufacturer**
- **You complained to a public authority**
- **You complained to a consumer association**
- **You brought the matter to an out-of-court dispute resolution body, such as an ombudsman, arbitration, mediation or conciliation body**
- **You took the trader to court**
- **You took other actions**
- **You did not take any action**

The findings show (Table 52) that the majority of all EU28 respondents tried to resolve the problem by complaining to the seller or service provider (59%) whilst a large number of respondents replied that they did not take any action (22%). A considerable number of respondents also complained directly to the manufacturer (13%). In contrast, complaining to a public authority (5%), to a consumer association (5%), or taking the matter to a dispute resolution body (2%) were reported significantly less often and even fewer respondents reported taking the trader to court (1%).

While no particular trends are observed at country-level, the socio-demographic profiles (Table 53) reveal that the older respondents complained most often to the seller or service provider. 55+ year olds (63 %) report taking this action more often than 35 to 54 year olds (60%), who in turn reported taking this action more often than 18-34 year olds (53%). It is also interesting to note that EU13 respondents did not take any action more often compared to EU15 respondents (29% vs. 20%). In contrast, 18-34 year old respondents (16%) complained more often to the manufacturer than 35-54 year old respondents (13%), and 55+ year old respondents (10%). The same trend can be observed for complaints to public authorities (18-34: 8%; 35-54: 5%; 55+: 3%) and the oldest respondent group also complained less often to consumer associations. Finally, out-of-court dispute resolution bodies were most popular amongst the youngest respondents.

Table 52 Actions taken to resolve the most recent consumer rights problem at country-level (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**59%**	**13%**	**5%**	**5%**	**2%**	**1%**	**4%**	**22%**
Austria	61%	9%	2%	3%	1%	1%	7%	22%
Belgium	59%	10%	4%	6%	2%	0%	5%	26%
Bulgaria	40%	5%	7%	6%	2%	1%	5%	45%
Cyprus	42%	7%	6%	2%	1%	1%	1%	47%
Czech	57%	7%	3%	2%	1%	1%	7%	28%
Germany	63%	13%	4%	3%	2%	2%	4%	18%
Denmark	58%	13%	5%	3%	2%	1%	5%	22%
Estonia	52%	4%	2%	2%	0%	1%	6%	38%
Greece	58%	12%	3%	5%	2%	1%	3%	27%
Spain	58%	18%	6%	12%	3%	0%	4%	16%
Finland	58%	8%	4%	3%	1%	1%	6%	27%
France	54%	12%	5%	4%	2%	1%	5%	28%
Croatia	69%	6%	2%	5%	0%	1%	3%	25%
Hungary	57%	4%	4%	5%	1%	1%	4%	34%
Ireland	60%	11%	7%	6%	1%	0%	3%	24%
Italy	59%	19%	7%	9%	4%	1%	2%	17%
Lithuania	40%	7%	4%	4%	1%	1%	8%	43%
Luxembourg	57%	5%	0%	5%	0%	1%	6%	29%
Latvia	49%	4%	3%	3%	1%	0%	6%	40%
Malta	69%	5%	6%	10%	2%	0%	3%	22%
Netherlands	60%	10%	3%	3%	2%	0%	8%	26%
Poland	64%	11%	4%	4%	2%	1%	2%	21%
Portugal	74%	10%	6%	6%	3%	1%	2%	13%
Romania	48%	7%	5%	6%	2%	1%	6%	38%

Sweden	64%	8%	3%	2%	1%	0%	4%	26%
Slovenia	66%	6%	3%	3%	1%	0%	4%	25%
Slovakia	68%	6%	3%	2%	1%	0%	5%	22%
United	61%	13%	9%	4%	2%	0%	5%	19%
Iceland	61%	7%	1%	2%	1%	1%	4%	31%
Norway	57%	14%	6%	6%	2%	0%	4%	22%

Base: all respondents that that had encountered a problem in the past year at last *rarely* according to Q14 (n = 17,733)

Table 53 Actions taken to resolve the most recent consumer rights problem by socio-demographic profiles (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman,	You took the trader to court	You took other actions	You did not take any action
EU28	**59%**	**13%**	**5%**	**5%**	**2%**	**1%**	**4%**	**22%**
EU15	60%	14%	6%	6%	2%	1%	4%	20%
EU13	57%	8%	4%	4%	2%	1%	4%	29%
Male	59%	13%	7%	6%	3%	1%	4%	20%
Female	59%	12%	4%	5%	2%	1%	5%	24%
18-34	53%	16%	8%	6%	3%	1%	2%	23%
35-54	60%	13%	5%	6%	2%	1%	4%	22%
55+	63%	10%	3%	4%	2%	1%	6%	22%
Low education	60%	13%	4%	4%	1%	2%	4%	21%
Medium education level	60%	12%	4%	5%	2%	1%	4%	22%
High education	59%	13%	6%	6%	2%	1%	4%	22%
Metropolitan	57%	15%	7%	7%	3%	1%	4%	21%
Other urban	59%	11%	5%	6%	2%	1%	5%	23%
Rural	62%	11%	3%	3%	2%	1%	4%	24%
Easy to make ends meet	59%	13%	5%	5%	3%	1%	4%	22%
Difficult to make ends meet	59%	13%	7%	7%	3%	1%	4%	22%

Base: EU28 respondents that had encountered a problem in the past year at least *rarely* according to Q14 (n = 17,202)

Table 54 presents the actions respondents took to resolve their most recent problem by type of the problem they encountered (see Q21a). For almost all consumer problems, most often respondents complained directly to the seller or service provider, in particular regarding defective goods (75%) and regarding unclear or ambiguous standard contract terms (61%). One exception was the lack of unit price indication, where respondents most often did not take any action (50%). As regards public authorities and consumer associations, respondents turned to them most often in case of misleading or aggressive commercial practices, unclear or ambiguous standard contract terms and unfair standard contract terms. The results at country-level are presented in Annex 2 (section 2.6).

Table 54 Actions taken by type of the problem (Q23; Q21a)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or	You took the trader to court	You took other actions	You did not take any action
Lack of indication of the unit price	38%	7%	3%	3%	1%	0%	4%	50%
Defective goods	75%	16%	4%	3%	1%	1%	2%	10%
Misleading or aggressive commercial practices	46%	11%	9%	9%	4%	1%	8%	27%
Unclear or ambiguous standard contract terms	61%	13%	6%	10%	3%	2%	4%	18%
Unfair standard contract terms	57%	10%	8%	8%	3%	2%	5%	21%

Base: EU28 respondents had encountered a problem in the past year at least *rarely* according to Q14 (n = 16,800; of which lack of indication of the unit price n = 2,942; defective goods n = 7,049; misleading or aggressive commercial practices n = 3,941; unclear or ambiguous standard contract terms n = 2,102; unfair standard contract terms n = 721)

Furthermore, awareness of consumer rights might also be an important driver of the specific actions that respondents take to resolve a consumer right issue. Based on the awareness index, respondents are divided into four groups[176], ranging from *high awareness* (75-100%) to *rather good awareness* (50-75%), *rather low awareness* (50-75%) and *low awareness* (0-25%). The results in Table 55 show that considerably more respondents with low consumer awareness did not take any actions (28%) compared to respondents who knew their rights well (20%).

[176] The consumer rights awareness index was drawn up by calculating the percentage of correctly answered consumer rights questions (Q2-Q6) for each respondent (see section 2.7). An index value of 100% would indicate that respondents gave all correct replies while an index value of 0% would mean that respondents did not answer any of the 5 questions correctly.

Table 55 Actions taken to resolve the most recent consumer rights problem based on the consumer right awareness index (Q23)

		You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman,	You took the trader to court	You took other actions	You did not take any action
Consumer Awareness Index	0-25%	**47%**	13%	6%	7%	3%	2%	3%	28%
	25%-50%	**55%**	15%	8%	6%	3%	1%	3%	24%
	50%-75%	**59%**	12%	5%	6%	2%	1%	4%	23%
	75%-100%	**64%**	11%	4%	5%	1%	1%	4%	20%

Base: EU28 respondents that had encountered a problem in the past year at least "rarely" according to Q14 (n = 17,202)

Table 56 presents the actions taken to resolve consumer problems by the type of trader involved in the problem (Q22). In general, respondents more often complained to the seller or service provider in their own country than in other EU countries. However, respondents more often complained to the online seller or service provider than offline trader, both in their own country (69% vs. 58%) or in other EU countries (46% vs. 34%). It is also noticeable that respondents more often contacted the manufacturer, public authorities and consumer associations for problems they encountered in online shops in other EU countries (respectively 29%, 15% and 9%). Finally, respondents more often did not take any action regarding problems with offline shops than online shops, both in their own country (27% vs. 16%) and in another EU country (35% vs. 12%).

Table 56 Actions taken to resolve the most recent consumer rights problem by type of the trader with which the problem occurred (Q23, Q22)

		You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such	You took the trader to court	You took other actions	You did not take any action
Trader with whom the most recent problem occurred	In a shop in your country	**58%**	10%	4%	5%	2%	1%	3%	27%
	On the internet from a trader based in your country	**69%**	12%	4%	5%	1%	1%	4%	16%
	In a shop in another EU country	**34%**	12%	8%	3%	2%	9%	2%	**35%**
	On the	**46%**	29%	15%	9%	5%	2%	2%	12%

	internet from a trader based in another EU country								
	Other	**45%**	5%	4%	5%	2%	0%	18%	34%

Base: EU28 respondents that had encountered a problem in the past year at least "rarely" according to Q14 (n = 17,202)

Focussing on defective goods, the results in Table 57 show how respondents' actions were affected by the value of the product. As it could be expected the biggest percentage of *no action* responses was recorded for low value goods (under 5 euros) and the smallest for higher value goods.

Table 57 Actions taken to resolve the most recent consumer rights problem for defective goods based on value of the good (Q23, Q21c)

		Complained to the seller or service provider	Complained to the manufacturer	Complained to a public authority	Complained to a consumer association	Applied to out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or conciliation body	Brought the case to court	Other actions	Did not take any action
Value of defective good	Less than 5 euros	**74%**	9%	1%	0%	1%	0%	1%	18%
	5-9 euros	**69%**	12%	2%	2%	0%	1%	3%	16%
	10-24 euros	**72%**	11%	3%	2%	0%	0%	1%	15%
	25-49 euros	**73%**	15%	6%	3%	1%	1%	1%	8%
	50-99 euros	**74%**	18%	5%	4%	3%	1%	2%	8%
	100-199 euros	**77%**	17%	5%	3%	2%	0%	2%	7%
	200-499 euros	**80%**	20%	3%	3%	1%	1%	2%	6%
	500 euros or more	**79%**	18%	2%	4%	2%	1%	3%	7%
	Not yet confirmed/known	**62%**	3%	9%	0%	0%	1%	6%	21%
	Not known	**51%**	13%	2%	3%	1%	4%	1%	28%

Base: EU28 respondents whose most recent problem was a defective good (Q21a = 2; n = 7,094)

1.4.1.2. Satisfaction with the problem resolution by the involved organisations

Table 58 shows the **consumers' satisfaction with the problem resolution by the involved organisations**. Amongst the listed organisations, respondents' satisfaction (*very or fairly satisfied*) was the highest with the *seller or service provider* (63%) and manufacturer (61%). Respondents were slightly less satisfied with the problem resolution by consumer associations (58% was *very or fairly satisfied*) and *public authorities* (56%) and satisfaction levels were still lower regarding the intervention of out-of-court *dispute resolution bodies* (46%) and *courts* (42%).

Table 58 Satisfaction with the problem solution by type of the organisation involved (Q27)

	Very or fairly satisfied	Very satisfied	Fairly satisfied	Neither satisfied nor dissatisfied	Not very satisfied	Not at all satisfied	Don't know
Seller or service provider	**63%**	**31%**	**32%**	16%	9%	11%	1%
Manufacturer	**61%**	26%	36%	18%	9%	11%	1%
Consumer association	**58%**	21%	37%	24%	12%	5%	1%
Public authority	**56%**	20%	36%	25%	9%	8%	1%
Out-of-court dispute resolution body	**46%**	17%	30%	33%	11%	7%	2%
Court	**42%**	20%	22%	27%	**18%**	**10%**	3%

Base: EU28 respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,023)

A further overview of the proportion of respondents that were *fairly or very satisfied* with the intervention of the various organisations at country-level and by the socio-demographic profiles is presented in Tables 59 and 60.

Table 59 Proportion of respondents that were fairly or very satisfied with the problem solution by type of the organisation involved at country-level (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**63%**	**61%**	**56%**	**58%**	**46%**	**42%**
UK	77%	74%	65%	40%	67%	49%
Estonia	76%	65%	85%	61%	28%	53%
Germany	73%	62%	55%	64%	25%	20%
Austria	72%	72%	59%	63%	39%	90%
Sweden	70%	70%	27%	52%	59%	0%
Norway	70%	49%	40%	46%	27%	20%
Denmark	68%	60%	46%	35%	18%	25%
Finland	68%	67%	57%	48%	29%	0%
France	68%	58%	73%	68%	48%	0%
Slovakia	63%	62%	35%	33%	36%	50%
Luxembourg	61%	69%	0%	75%	47%	100%
Netherlands	61%	57%	50%	59%	0%	0%
Poland	60%	56%	45%	68%	50%	33%
Ireland	60%	60%	46%	50%	40%	24%

Italy	59%	62%	59%	63%	56%	64%
Czech Republic	58%	61%	46%	44%	50%	60%
Hungary	58%	68%	62%	52%	14%	0%
Slovenia	57%	56%	58%	64%	100%	0%
Belgium	57%	54%	29%	66%	36%	20%
Bulgaria	56%	74%	63%	48%	54%	64%
Lithuania	56%	74%	50%	34%	68%	20%
Iceland	55%	54%	0%	100%	0%	0%
Malta	55%	80%	50%	89%	50%	0%
Spain	53%	58%	54%	59%	53%	72%
Romania	52%	63%	42%	41%	39%	53%
Portugal	49%	52%	32%	56%	16%	17%
Greece	49%	64%	59%	50%	59%	37%
Croatia	48%	48%	60%	62%	30%	67%
Latvia	45%	46%	59%	23%	76%	0%
Cyprus	32%	33%	46%	67%	58%	0%

Base: respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,407)

Table 60 Proportion of respondents that were fairly or very satisfied with the problem solution by type of the organisation involved and by socio-demographic profiles (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**63%**	**61%**	**56%**	**58%**	**46%**	**42%**
EU15	65%	62%	58%	59%	47%	44%
EU13	57%	59%	48%	55%	47%	38%
Male	64%	63%	59%	56%	48%	51%
Female	62%	60%	53%	62%	45%	30%
18-34	65%	64%	59%	54%	43%	43%
35-54	60%	62%	55%	62%	49%	49%
55+	64%	58%	54%	60%	53%	28%
Low education level	66%	66%	74%	57%	56%	45%
Medium education level	65%	62%	57%	60%	56%	53%
High education level	61%	60%	54%	59%	45%	38%
Metropolitan	63%	68%	56%	58%	49%	46%
Other urban	63%	58%	56%	57%	45%	45%
Rural	64%	57%	59%	66%	47%	26%

Easy to make ends meet	68%	66%	57%	67%	53%	41%
Difficult to make ends meet	57%	58%	60%	55%	48%	26%

Base: EU28 respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,023)

The degree to which respondents were satisfied with the involved organisations differs for the product types. Regarding the lack of unit price indication, respondents are most satisfied with solutions achieved by the public authorities (79% *was fairly or very satisfied*) and the out-of-court dispute resolution bodies (72%). When the problem was defective goods, respondents were most satisfied when the problem got solved by the seller or service provider itself (78%). Respondents confronted with misleading or aggressive commercial practices were most satisfied when the problem was solved by either public authorities or consumer associations (respectively 54% and 55%). Satisfaction with the court was highest for solutions regarding unclear or ambiguous standard contract terms (54%), while solutions for unfair standard contract terms were most satisfying when achieved through manufacturer (41%).

Table 61 Proportion of respondents that were fairly or very satisfied with the problem solution by the type of (most recent) problem (Q27, Q21a)

		Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
Most recent problem	Lack of indication of the unit price	65%	68%	**79%**	67%	**72%**	41%
	Defective goods	**78%**	68%	61%	72%	53%	50%
	Misleading or aggressive commercial practices	37%	47%	**54%**	**55%**	44%	27%
	Unclear or ambiguous standard contract terms	41%	40%	42%	50%	40%	**54 %**
	Unfair standard contract terms	36%	**41%**	34%	30%	18%	39%

Base: EU28 respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,023)

Respondents' satisfaction with the different organisation also differed depending on the type of trader where the problem occurred. For problems with domestic online shops and foreign offline shops, solutions achieved through consumer associations were most satisfying (respectively 67% and 70%). It is important, however, that respondents were almost equally satisfied with solutions for problems with domestic online traders, irrespective of the involved organisation. For problems with the cross-border offline traders, either the seller (67%) or the manufacturer (69%) delivered the most satisfying solutions. Respondents were also most satisfied with solutions by the seller when the problem occurred in a foreign offline shop (64%).

Table 62 Proportion of respondents that were fairly or very satisfied with the problem solution by the type of trader of the most current problem (Q27, Q22)

		Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
Trader with whom the most recent problem occurred	In a shop in your country	**64%**	58%	52%	54%	29%	38%
	On the internet from a trader based in your country	64%	63%	62%	**67%**	62%	62%
	In a shop in another EU country	57%	35%	23%	**70%**	43%	24%
	On the internet from a trader based in another EU country	**67%**	**69%**	62%	54%	52%	48%
	Other	34%	55%	37%	80%	67%	20%

Base: EU28 respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,023)

As illustrated in Table 63, dependent on the product sector where the most recent problem occurred, respondents' satisfaction with the problem resolution achieved by the six types of organisations differs. For example, 81% of respondents were satisfied with the solution achieved by the manufacturer for problems with detergents and cleaning products. This was even higher than satisfaction with problem resolutions by the seller or service provider (75%).

Table 63 Satisfaction with the intervention by the involved actors by product sector (*very satisfied* or *fairly satisfied*) (Q27, Q21b)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
Food and Drinks	69%	65%	74%	70%	73%	37%
Detergents / cleaning products	75%	81%	100%	68%	64%	100%
Clothing, footwear and accessories	76%	62%	57%	70%	71%	56%
Beauty, health and wellness	71%	66%	80%	69%	13%	9%
Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	83%	58%	41%	33%	26%	48%
Sports and outdoors	78%	68%	46%	52%	53%	63%
Toys	83%	70%	64%	78%	26%	40%
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	72%	72%	69%	72%	38%	50%
Small household appliances (e.g., toasters, kettles, etc.)	76%	70%	60%	54%	30%	11%
Large household appliances (e.g.,	66%	62%	77%	49%	23%	26%

dish washers, washing machines etc.)						
Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	74%	57%	33%	34%	44%	11%
Cars, motorbikes, bikes or parts	49%	56%	55%	57%	38%	58%
Collectibles, fine arts	57%	55%	0%	87%	31%	0%
Telecoms services – e.g., Internet, Telephone	29%	37%	37%	50%	45%	53%
Utilities – e.g., Gas, Electricity, Water and Postal services.	36%	35%	51%	57%	40%	29%
Recreational and culture services – e.g., holiday package, cultural and sports events	36%	50%	53%	59%	41%	0%
Restaurants and hotels	50%	12%	3%	15%	41%	0%
Transport services – e.g., Airline, Rail, Bus services.	35%	48%	51%	48%	0%	19%
Financial, Banking and Insurance services	42%	39%	33%	55%	60%	42%
Real estate services	38%	28%	74%	58%	64%	79%
Other	64%	53%	81%	75%	59%	34%

Base: EU28 respondents that involved organisations to solve the problem (Q23 = 1-6; n = 12,023)

1.4.1.3. Reasons to not take action

Given the considerable number of respondents that did not take any action when experiencing a consumer rights problem, it is interesting to investigate ***why consumers did not take action to resolve the problem*** (*Q24*). Respondents had to choose amongst the following reasons (multiple answers were possible):

- ***You were unlikely to get a satisfactory solution to the problem you encountered***
- ***The sums involved were too small***
- ***You did not know how or where to complain***
- ***You were not sure of your rights as a consumer***
- ***You thought it would take too long***
- ***You tried to complain about other problems in the past but it was not successful***
- ***You thought complaining would have led to a confrontation, and you do not feel at ease in such situations***
- ***Other (please specify)***
- ***Don't know***

Overall, EU28 respondents reported that they mostly did not take action because the sums involved were too small (37%), they thought it was unlikely to get a satisfactory solution to their problem (28%), that it would take too long (18%), that they didn't know where to complain (12%) and they were not sure about their rights as a consumer (10%). A considerable number of respondents also reported that they did not know why

they took no action (12%). Further results at country-level and for demographic profiles are summarized in Table 64 and Table 65.

Table 64 Reasons for not taking any action at country-level (*Q24*)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**28%**	**37%**	**12%**	**10%**	**18%**	**5%**	**9%**	**9%**	**12%**
Austria	27%	58%	13%	8%	11%	3%	10%	12%	3%
Belgium	20%	37%	12%	6%	10%	2%	4%	12%	23%
Bulgaria	44%	28%	10%	13%	31%	9%	6%	3%	7%
Cyprus	8%	13%	7%	7%	19%	4%	9%	26%	20%
Czech Republic	29%	38%	8%	9%	8%	4%	18%	9%	12%
Germany	20%	35%	12%	8%	13%	6%	9%	15%	10%
Denmark	19%	33%	12%	6%	18%	3%	6%	8%	19%
Estonia	31%	44%	7%	8%	28%	4%	14%	4%	9%
Greece	34%	23%	14%	18%	15%	14%	16%	6%	4%
Spain	28%	36%	15%	12%	15%	6%	9%	8%	11%
Finland	24%	32%	10%	8%	11%	3%	8%	14%	19%
France	25%	49%	14%	10%	26%	2%	7%	7%	16%
Croatia	34%	34%	18%	11%	27%	7%	10%	9%	11%
Hungary	32%	36%	6%	5%	24%	5%	9%	8%	11%
Ireland	21%	40%	24%	21%	14%	3%	12%	4%	7%
Italy	27%	36%	11%	7%	15%	9%	14%	10%	8%
Lithuania	43%	31%	8%	16%	16%	4%	7%	8%	7%
Luxembourg	27%	45%	8%	7%	16%	7%	14%	14%	7%
Latvia	23%	39%	10%	11%	28%	6%	9%	9%	4%
Malta	29%	34%	10%	16%	26%	7%	22%	5%	7%
Netherlands	19%	31%	7%	7%	9%	2%	5%	19%	21%
Poland	32%	37%	12%	14%	15%	5%	9%	7%	12%
Portugal	38%	32%	17%	18%	15%	4%	6%	3%	12%
Romania	39%	27%	10%	10%	26%	10%	8%	8%	8%
Sweden	34%	37%	11%	10%	14%	4%	7%	9%	16%
Slovenia	31%	45%	12%	17%	23%	2%	6%	9%	12%
Slovakia	25%	43%	10%	11%	13%	8%	11%	12%	13%
United Kingdom	25%	41%	14%	12%	10%	2%	10%	10%	19%
Iceland	30%	45%	15%	8%	20%	5%	2%	4%	6%
Norway	29%	34%	12%	8%	14%	3%	9%	11%	9%

Base: all respondents that did not take any action to resolve the most recent problem (Q23 = 8; n = 4,629)

Table 65 Reasons for not taking any action by socio-demographic profiles (*Q24*)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**28%**	**37%**	**12%**	**10%**	**18%**	**5%**	**9%**	**9%**	**12 %**
EU15	25%	39%	13%	10%	16%	5%	9%	10%	13%
EU13	35%	33%	10%	11%	21%	7%	9%	7%	10%
Male	32%	38%	12%	10%	19%	6%	9%	9%	11%
Female	25%	37%	12%	11%	17%	5%	10%	10%	13%
18-34	29%	38%	16%	15%	21%	5%	11%	7%	14%
35-54	28%	35%	10%	9%	18%	5%	8%	13%	13%
55+	27%	40%	10%	8%	14%	7%	9%	8%	10%
Low education level	22%	39%	13%	7%	12%	4%	9%	7%	18%
Medium education level	28%	35%	10%	10%	14%	6%	7%	11%	14%
High education level	29%	38%	13%	11%	20%	6%	10%	9%	9%
Metropolitan	32%	33%	13%	13%	23%	6%	9%	8%	11%
Other urban	27%	39%	11%	9%	16%	6%	9%	9%	13%
Rural	25%	39%	12%	9%	13%	5%	10%	12%	13%
Easy to make ends meet	27%	41%	12%	11%	18%	4%	9%	9%	11%
Difficult to make ends meet	30%	36%	15%	10%	16%	7%	11%	8%	11%

Base: EU28 respondents that did not take any action to resolve the most recent problem (Q23 = 8; n = 4,499)

The table below (Table 66) further indicates the reasons why respondents did not take any action to resolve the problem for each of the five consumer rights problems. The two main reasons were that the sums involved were too small and that respondents thought they were unlikely to get a satisfactory solution. For the lack of unit price indication (54%) and for defective goods (38%) the small sum involved was the most important reason. For the other consumer rights issues the unlikeliness of achieving a satisfactory solution was the main reason.

Table 66 Reasons for not taking any action by type of consumer rights issue (Q24, Q21a)

		You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
Most recent problem	Lack of indication of the unit price	19%	**54%**	10%	10%	20%	2%	10%	7%	10%
	Defective goods	28%	**38%**	7%	8%	14%	3%	7%	15%	11%
	Misleading or aggressive commercial practices	**36%**	20%	17%	12%	17%	10%	9%	11%	13%
	Unclear or ambiguous standard contract terms	**34%**	28%	9%	19%	18%	8%	9%	5%	17%
	Unfair standard contract terms	**41%**	15%	20%	16%	8%	13%	10%	3%	19%

Base: EU28 respondents that did not take any action on their last problem (Q23 = 8; n = 4,499)

The reasons for not taking action to resolve consumer problems differ only slightly depending on the type of trader with whom the problem occurred. For all types of traders, at least two thirds of the respondents indicated that the involved sums were too small (31% - 44%). For domestic online traders, 31% of respondents thought they were unlikely to get a satisfactory solution for their problem.

It is also noticeable that for online traders, especially cross-border online traders (18%), respondents knew less about how or where to complain. For both online and offline shops, respondents thought more often that the resolution process would take too long (25% for offline shops; 21% for online shops).

Table 67 Reasons for not taking any action by trader with whom the problem occurred (Q24, Q22)

		You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
Trader with whom the most recent problem occurred	In a shop in your country	25%	**44%**	11%	12%	19%	4%	10%	8%	10%
	On the internet from a trader based in your country	**31%**	**31%**	13%	8%	16%	6%	9%	8%	12%
	In a shop in another EU country	19%	**33%**	5%	7%	**25%**	0%	4%	10%	24%
	On the internet from a trader based in another EU country	34%	**42%**	**18%**	11%	**21%**	7%	4%	5%	16%
	Other	**35%**	11%	12%	7%	9%	12%	9%	19%	17%

Base: EU28 respondents that did not take any action on their last problem (Q23 = 8; n = 4,499)

1.4.1.4. Outcomes and costs of the problem resolution efforts

Another important aspect of problem resolution is the achieved outcome. The next questions look at the outcomes and costs incurred in resolving problems related to consumer rights.

First, respondents who took any action resolve their last problem were asked about the outcome of their problem resolution efforts *(Q25)*. The possible answers depended on whether the problem involved products (goods) or services. The findings are as follows (Table 68):

Table 68 Outcome of problem resolution efforts for products and services (Q25)

		Percentage of respondents reporting outcome
Product/Service	The problem is still pending	14%
	You decided not to buy the product / service	11%
	You did not know which product / service to buy	1%
Product specific	You received a refund / compensation for the product	**20%**

	The product was replaced	**26%**
	The product was repaired free of charge	7%
	The product was repaired at a discounted rate	1%
	You received no refund / compensation, repair or replacement	5%
Service specific	You received a refund / compensation for the service	6%
	The service was performed again	3%
	You received no refund/compensation and the service was not performed again	3%
	Other	4%

Base: EU28 respondents that took any action to resolve their last problem according to Q23 (n = 12,703)

Large differences between the problem resolutions for products and for services can be observed. While 26% of the EU28 respondents reported a product replacement, not many respondents reported that a defective service was performed again (3%). Moreover, respondents also received a refund or compensation more often for a defective product (20%) than for a service (6%). In contrast, the number of respondents that did not get any refund, compensation or product/service replacement differed only slightly between products (5%) and services (3%). Finally, a relatively large number of respondents also mentioned that their problem is still pending (14%) or refrained from buying the product or service (11%). A summary of the results at country-level and for socio-demographic profiles can be found in Tables 69 and 70.

Table 69 Outcome of problem resolution efforts for products and services at country-level (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**14%**	**11%**	**1%**	**20%**	**26%**	**7%**	**1%**	**5%**	**6%**	**3%**	**3%**	**0%**
Austria	10%	9%	0%	20%	31%	11%	1%	3%	5%	2%	2%	6%
Belgium	14%	15%	0%	13%	24%	5%	1%	6%	7%	4%	5%	6%
Bulgaria	18%	15%	0%	12%	20%	6%	1%	4%	7%	10%	5%	2%
Cyprus	11%	4%	0%	18%	24%	10%	8%	7%	2%	4%	4%	9%
Czech Republic	16%	10%	0%	19%	23%	9%	1%	6%	4%	3%	4%	6%
Germany	10%	7%	1%	26%	33%	8%	1%	3%	5%	2%	2%	4%
Denmark	11%	11%	0%	18%	28%	7%	2%	6%	6%	3%	3%	4%
Estonia	8%	16%	0%	21%	23%	11%	0%	7%	3%	4%	2%	4%
Greece	17%	16%	0%	10%	28%	8%	1%	2%	4%	7%	4%	2%
Spain	19%	10%	1%	17%	25%	6%	1%	6%	8%	3%	5%	2%
Finland	9%	16%	1%	21%	22%	5%	2%	4%	7%	5%	4%	5%
France	11%	15%	1%	19%	28%	5%	1%	8%	5%	3%	3%	3%
Croatia	19%	11%	0%	12%	21%	8%	1%	5%	7%	5%	5%	7%
Hungary	17%	11%	0%	18%	23%	7%	0%	6%	6%	3%	5%	5%
Ireland	13%	8%	1%	20%	22%	5%	1%	6%	11%	5%	3%	4%
Italy	16%	12%	0%	17%	26%	7%	1%	4%	7%	4%	4%	3%
Lithuania	11%	15%	1%	25%	21%	5%	2%	4%	4%	4%	2%	6%
Luxembourg	15%	13%	0%	11%	34%	10%	1%	7%	2%	2%	2%	3%
Latvia	17%	18%	0%	14%	20%	8%	0%	6%	5%	5%	4%	5%
Malta	22%	10%	0%	16%	19%	9%	1%	6%	4%	1%	7%	7%
Netherlands	13%	12%	0%	13%	29%	9%	1%	8%	5%	3%	2%	7%
Poland	13%	11%	0%	21%	20%	11%	1%	5%	7%	6%	2%	3%
Portugal	15%	13%	0%	16%	20%	7%	1%	6%	8%	7%	5%	3%
Romania	23%	11%	1%	14%	18%	7%	0%	6%	5%	4%	7%	4%
Sweden	9%	16%	0%	25%	25%	7%	0%	3%	5%	2%	3%	5%
Slovenia	20%	9%	1%	12%	26%	6%	1%	4%	5%	6%	4%	5%
Slovakia	13%	9%	1%	25%	21%	10%	0%	8%	3%	3%	3%	4%
United Kingdom	10%	10%	1%	30%	29%	5%	0%	3%	3%	1%	2%	4%
Iceland	13%	17%	0%	20%	23%	6%	0%	9%	6%	2%	2%	3%
Norway	10%	12%	0%	16%	29%	6%	2%	6%	7%	6%	5%	3%

Base: all respondents that took any action to resolve the most recent problem (Q23 = 1-7; n = 13,104)

Table 70 Outcome of problem resolution efforts for products and services by socio-demographic profiles (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**14%**	**11%**	**1%**	**20%**	**26%**	**7%**	**1%**	**5%**	**6%**	**3%**	**3%**	**4%**
EU15	13%	11%	1%	21%	28%	7%	1%	5%	6%	3%	3%	4%
EU13	16%	11%	0%	18%	21%	9%	1%	6%	6%	5%	4%	4%
Male	13%	12%	1%	19%	28%	7%	1%	4%	5%	3%	4%	3%
Female	15%	10%	0%	21%	24%	7%	1%	6%	6%	3%	3%	4%
18-34	13%	10%	1%	23%	26%	8%	1%	5%	4%	3%	2%	3%
35-54	14%	11%	0%	21%	26%	7%	1%	5%	5%	3%	4%	3%
55+	14%	12%	0%	17%	27%	6%	1%	5%	7%	4%	3%	4%
Low education level	14%	10%	1%	23%	27%	6%	1%	5%	4%	4%	3%	2%
Medium education level	13%	10%	0%	21%	27%	7%	1%	4%	6%	4%	3%	4%
High education level	14%	12%	1%	19%	26%	7%	1%	5%	6%	3%	3%	3%
Metropolitan	14%	11%	1%	21%	26%	7%	1%	4%	6%	3%	3%	3%
Other urban	14%	11%	0%	19%	26%	7%	1%	5%	5%	4%	3%	4%
Rural	13%	11%	0%	21%	26%	7%	1%	5%	6%	3%	3%	4%
Easy to make ends meet	12%	11%	1%	21%	28%	8%	1%	4%	5%	3%	2%	4%
Difficult to make ends meet	17%	11%	0%	19%	22%	6%	1%	6%	6%	3%	5%	3%

Base: EU28 respondents that took any action to resolve the most recent problem (Q23 = 1-7; n = 12,703)

The outcomes of the problem resolution efforts also differed based on the type of problem that the respondents encountered (Table 71). For the lack of unit price indications and misleading or aggressive commercial practices, respondents were most likely to not buy the product or service (respectively 26% and 25%). For defective goods, the largest share of respondents (42%) got the product replaced. This was also the case for 23% of respondents with a unit price indication issue. Finally, the findings suggest that both problems with unclear or ambiguous standard contract terms and with unfair standard contract terms are more difficult to solve, since the problems were still pending for most respondents (respectively 22% and 25%).

The type of trader with whom the problem occurred has little effect on the outcome of the problem resolution efforts (Table 72). For all traders, the replacement of the product was among the most common outcomes. It is noticeable that refunds and compensations are more often received from online traders (domestic: 22%; cross-border: 27%) than from offline traders (domestic: 18%; cross-border: 17%).

Table 71 Outcome of problem resolution efforts for products and services by type of consumer rights issue (Q25, Q21a)

		The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
Most recent problem	Lack of indication of the unit price	11%	**26%**	4%	19%	**23%**	4%	1%	6%	0%	0%	0%	5%
	Defective goods	9%	0%	0%	31%	**42%**	11%	1%	6%	0%	0%	0%	1%
	Misleading or aggressive commercial practices	18%	**25%**	0%	7%	8%	3%	1%	4%	13%	7%	8%	7%
	Unclear or ambiguous standard contract terms	**22%**	15%	0%	6%	8%	2%	1%	4%	16%	11%	8%	5%
	Unfair standard contract terms	**25%**	14%	0%	8%	10%	2%	1%	4%	14%	6%	10%	4%

Base: EU28 respondents that took any action to resolve the most recent problem (Q23 = 1-7; n = 12,703)

Table 72 Outcome of problem resolution efforts for products and services by type of trader (Q25, Q22)

		The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
Trader with whom the most recent problem occurred	In a shop in your country	12%	10%	0%	18%	**29%**	10%	1%	5%	5%	4%	3%	3%
	On the internet from a trader based in your country	15%	11%	0%	**22%**	**25%**	5%	0%	4%	6%	3%	3%	3%
	In a shop in another EU country	11%	5%	0%	17%	**22%**	4%	6%	9%	5%	3%	5%	11%
	On the internet from a trader based in another EU country	10%	9%	1%	**27%**	**29%**	7%	1%	6%	5%	2%	1%	2%
	Other	25%	23%	0%	7%	4%	1%	0%	3%	6%	3%	9%	17%

Base: EU28 respondents that took any action to resolve the most recent problem (Q23 = 1-7; n = 12,703)

Those respondents that got a ***refund or compensation*** were further asked to describe it (*Q25a*). The majority was able to get a full refund (73%), while only a minority was given partial refund (16%) or compensation in the form of a credit note or voucher (10%) (see Tables 73 and 74 for detailed results at country-level and for socio-demographic profiles).

Table 73 Type of refund or compensation received at country-level (Q25a)

	Full refund	Partial refund	Compensation in the form of a credit note / voucher	Don't know
EU28	**73%**	**16%**	**10%**	**1%**
Austria	76%	14%	10%	0%
Belgium	65%	22%	11%	1%
Bulgaria	73%	22%	5%	0%
Cyprus	68%	16%	16%	0%
Czech Republic	81%	14%	4%	1%
Germany	82%	7%	10%	1%
Denmark	68%	18%	12%	2%
Estonia	85%	12%	3%	0%
Greece	67%	21%	11%	1%
Spain	67%	20%	12%	1%
Finland	65%	20%	15%	1%
France	72%	14%	13%	1%
Croatia	88%	8%	3%	2%
Hungary	72%	17%	9%	2%
Ireland	69%	21%	10%	0%
Italy	56%	30%	13%	1%
Lithuania	76%	18%	5%	2%
Luxembourg	86%	0%	14%	0%
Latvia	74%	22%	2%	2%
Malta	70%	15%	15%	0%
Netherlands	69%	16%	16%	0%
Poland	82%	12%	5%	1%
Portugal	70%	14%	14%	1%
Romania	74%	14%	11%	0%
Sweden	74%	13%	11%	1%
Slovenia	69%	21%	10%	0%
Slovakia	81%	9%	10%	0%
United Kingdom	76%	16%	6%	2%
Iceland	62%	26%	9%	3%
Norway	67%	19%	12%	2%

Base: all respondents that received a refund/ compensation for the service/product (Q25 = 4 or 9; n = 3,126)

Table 74 Received refund or compensation by socio-demographic profiles (Q25a)

	Full refund	Partial refund	Compensation in the form of a credit note / voucher	Don't know
EU28	**73%**	**16%**	**10%**	**1%**
EU15	72%	17%	11%	1%
EU13	79%	14%	6%	1%
Male	72%	17%	10%	1%
Female	74%	15%	10%	1%
18-34	70%	17%	11%	2%
35-54	76%	15%	8%	1%
55+	73%	16%	11%	1%
Low education level	76%	17%	7%	0%
Medium education level	75%	15%	10%	0%
High education level	72%	17%	11%	1%
Metropolitan	74%	15%	10%	1%
Other urban	72%	16%	11%	1%
Rural	73%	17%	9%	1%
Easy to make ends meet	77%	11%	11%	1%
Difficult to make ends meet	70%	19%	10%	0%

Base: EU28 respondents that received a refund/ compensation for the service/product (Q25 = 4 or 9; n = 3,032)

Looking at the type of consumer rights problem shows that full refunds were most often offered for defective goods, where a vast majority of respondents received a full refund (84%). Partial refunds were most common for unclear or ambiguous standard contract terms (31%), while credit notes or vouchers were used most often to compensate for problems with unfair standard contract terms (22%) and unclear or ambiguous standard contract terms (18%).

Table 75 Received refund or compensation by type of consumer rights issue (Q25a; Q21a)

		Full refund	Partial refund	Compensation in the form of a credit note / voucher	Don't know
Most recent problem	Lack of indication of the unit price	67%	22%	9%	3%
	Defective goods	**84%**	10%	6%	0%
	Misleading or aggressive commercial practices	60%	24%	14%	1%
	Unclear or ambiguous standard contract terms	48%	**31%**	**18%**	3%

	Unfair standard contract terms	58%	16%	**22%**	4%

Base: EU28 respondents that received a refund/ compensation for the service/product (Q25 = 4 or 9; n = 3,032)

While full refunds were the most common type of refund irrespective of the type of trader with whom the problem had occurred, it was more common for domestic online and offline traders (respectively 74% and 77%) than for cross-border online and offline traders (respectively 59% and 64%). Partial refunds were used most often by foreign online traders (25%), while credit notes and vouchers were used most often by foreign offline traders (23%).

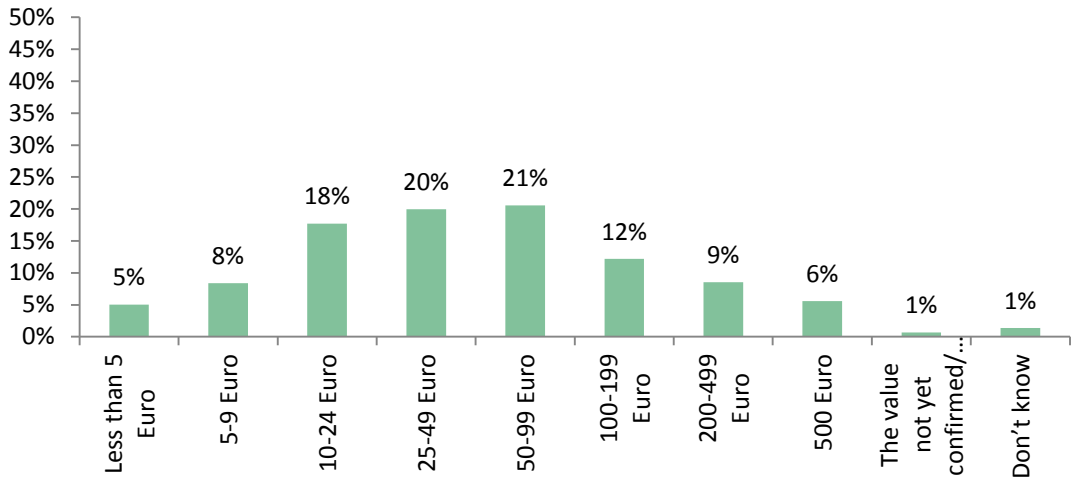
Table 76 Received refund or compensation by type of trader (Q25a; Q22)

		Full refund	Partial refund	Compensation in the form of a credit note / voucher	Don't know
Trader with whom the most recent problem occurred	In a shop in your country	**74%**	13%	11%	1%
	On the internet from a trader based in your country	**77%**	14%	9%	0%
	In a shop in another EU country	59%	10%	**23%**	8%
	On the internet from a trader based in another EU country	64%	**25%**	9%	1%
	Other	62%	28%	6%	4%

Base: EU28 respondents that received a refund/ compensation for the service/product (Q25 = 4 or 9; n = 3,032)

Respondents who received a refund or compensation were also asked to indicate their value (Q25b). Figure 7 shows that most respondents obtained refunds of €50 – 99 (21%), €25-49 (20%), €10-24 (18%) or €100-199 (12%), while only few respondents reported refunds smaller than 10 euros (13%) or higher than €200 (15%).

Figure 7 Amount of the refund or compensation (Q25b)



Base: EU28 respondents that received refund or compensation in connection with their last problem (Q25a = 1-3; n= 3,008)

There were some differences between countries. EU13 respondents reported more refunds of €100-199 (19% vs. 11%), of €200-499 (15% vs. 7%) and of €500 or more (14% vs. 3%), compared to EU15 respondents (an overview of the results is presented in Tables 77 and 78).

Table 77 Amount of the refund or compensation at country-level (Q25b)

	Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
EU28	**5%**	**8%**	**18%**	**20%**	**21%**	**12%**	**9%**	**6%**	**1%**	**1%**
Austria	4%	5%	12%	22%	22%	16%	13%	5%	1%	2%
Belgium	8%	7%	19%	15%	20%	17%	7%	3%	0%	3%
Bulgaria	4%	11%	18%	24%	17%	15%	4%	3%	0%	2%
Cyprus	16%	0%	9%	19%	24%	16%	8%	0%	8%	0%
Czech Republic	4%	3%	1%	4%	8%	9%	24%	47%	2%	0%
Germany	3%	6%	14%	28%	26%	10%	6%	5%	0%	2%
Denmark	2%	0%	3%	9%	9%	12%	29%	30%	1%	6%
Estonia	10%	16%	33%	17%	8%	3%	3%	3%	2%	4%
Greece	11%	10%	21%	21%	18%	15%	0%	3%	0%	0%
Spain	5%	10%	16%	21%	20%	14%	10%	1%	2%	2%
Finland	7%	14%	23%	18%	14%	11%	6%	3%	1%	4%
France	4%	8%	21%	18%	27%	12%	5%	3%	0%	1%
Croatia	0%	0%	5%	11%	12%	23%	23%	20%	5%	2%
Hungary	11%	11%	12%	5%	4%	2%	4%	49%	0%	2%
Ireland	2%	3%	26%	30%	19%	12%	3%	2%	1%	1%
Italy	9%	10%	23%	16%	22%	9%	7%	3%	1%	1%
Lithuania	8%	14%	17%	17%	24%	11%	8%	1%	0%	0%
Luxembourg	0%	5%	18%	19%	25%	15%	8%	10%	0%	0%
Latvia	16%	7%	25%	18%	16%	9%	5%	0%	2%	2%
Malta	11%	0%	35%	11%	20%	8%	7%	7%	0%	0%
Netherlands	10%	7%	20%	24%	14%	13%	4%	1%	0%	6%
Poland	1%	3%	10%	15%	19%	28%	17%	7%	0%	1%
Portugal	7%	16%	25%	16%	16%	11%	4%	2%	2%	2%
Romania	1%	3%	9%	12%	21%	15%	18%	12%	5%	6%
Sweden	1%	3%	7%	15%	15%	18%	22%	18%	1%	1%
Slovenia	20%	10%	25%	14%	6%	12%	8%	2%	2%	2%
Slovakia	6%	6%	27%	33%	17%	8%	4%	1%	1%	0%
UK	7%	16%	27%	22%	16%	5%	5%	1%	1%	1%
Iceland	8%	8%	12%	27%	3%	12%	15%	8%	3%	4%
Norway	0%	3%	1%	12%	15%	13%	19%	36%	0%	1%

Base: all respondents that received a compensation for their product (Q25a = 1-3; n = 3,100)

Table 78 Amount of the refund or compensation by socio-demographic profiles (Q25b)

	Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/ known	Don't know
EU28	**5%**	**8%**	**18%**	**20%**	**21%**	**12%**	**9%**	**6%**	**1%**	**1%**
EU15	6%	9%	19%	21%	22%	11%	7%	3%	1%	1%
EU13	3%	4%	11%	14%	16%	19%	15%	14%	1%	1%
Male	3%	9%	16%	20%	20%	14%	9%	6%	1%	2%
Female	7%	8%	19%	20%	21%	11%	8%	5%	1%	1%

18-34	5%	9%	18%	24%	18%	11%	8%	4%	1%	1%
35-54	5%	7%	20%	18%	22%	13%	8%	6%	0%	2%
55+	5%	9%	15%	19%	22%	12%	10%	7%	1%	1%
Low education level	7%	9%	16%	24%	22%	8%	7%	4%	1%	2%
Medium education level	5%	10%	19%	19%	19%	13%	9%	6%	0%	2%
High education level	5%	7%	18%	20%	22%	13%	8%	6%	1%	1%
Metropolitan	5%	8%	18%	20%	20%	13%	8%	6%	1%	1%
Other urban	5%	9%	18%	21%	19%	12%	9%	6%	1%	1%
Rural	5%	8%	17%	18%	24%	11%	9%	6%	0%	2%
Easy to make ends meet	5%	6%	13%	20%	22%	15%	9%	6%	1%	1%
Difficult to make ends meet	7%	11%	22%	21%	18%	9%	8%	5%	1%	1%

Base: EU28 respondents that received a compensation for their product (Q25a = 1-3; n = 3,008)

The refunds that the respondents obtained were cross-checked with the type of consumer rights issue that the respondents encountered and the type of trader with whom they encountered the problem.

The findings for the problem type (Table 79) show that higher refunds were given for problems with unfair standard contract terms, where 38% of respondents received between €50-199. This was followed by problems with defective goods (where 44% received between €25 -99), misleading or aggressive practices (where 38% received between €25- 99) and unclear or ambiguous standard contract terms (where 34% received between €25- 99). In contrast, for the lack of unit price indication, more than half of the respondents (61%) received only between €5-49.

When looking at the type of trader, it is noticeable that refunds and compensations are higher when the problem occurred in a domestic shop than when it occurred in a shop in another EU country. In domestic offline shops (37%) and online shops (44%) a noticeable proportion of respondents received between €25-99. In contrast, in cross-border offline shops, the majority of respondents (55%) received between €5-24 and in cross-border online shops, almost half of the respondents (44%) received between €10-49.

Table 79 Amount of the refund or compensation by type of consumer rights issue (Q25b, Q21a)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
Most recent problem	Lack of indication of the unit price	13%	**22%**	**20%**	**19%**	13%	3%	4%	3%	1%	2%
	Defective goods	5%	7%	18%	**22%**	**22%**	10%	8%	5%	0%	1%
	Misleading or aggressive commercial practices	2%	8%	16%	**18%**	**20%**	18%	9%	6%	2%	1%
	Unclear or ambiguous standard contract terms	2%	4%	18%	**14%**	**20%**	16%	13%	9%	2%	2%
	Unfair standard contract terms	3%	11%	12%	13%	**17%**	**21%**	4%	12%	3%	2%

Base: EU28 respondents that received a compensation for their product (Q25a = 1-3; n = 3,008)

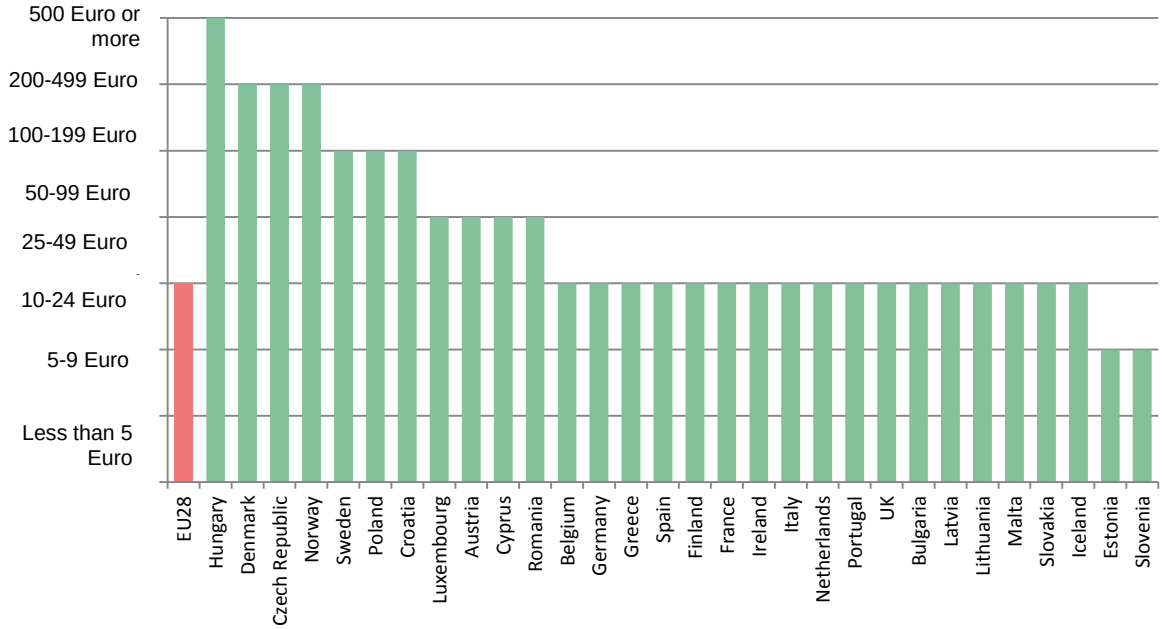
Table 80 Amount of the refund or compensation by type of trader (Q25b, Q22)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
Trader with whom the most recent problem occurred	In a shop in your country	8%	9%	16%	18%	19%	13%	8%	7%	1%	1%
	On the internet from a trader based in your country	2%	7%	17%	21%	23%	12%	10%	5%	1%	1%
	In a shop in another EU country	6%	26%	29%	20%	1%	4%	7%	3%	0%	4%
	On the internet from a trader based in another EU country	5%	9%	22%	22%	18%	12%	4%	4%	1%	2%
	Other	5%	12%	16%	19%	28%	7%	7%	3%	1%	1%

Base: EU28 respondents that received a compensation for their product (Q25a = 1-3; n = 3,008)

Calculating the median of the received refund or compensation provides some further insights into differences between countries (Figure 8) and between socio-demographic profiles (Figure 9). At country-level, Hungarian respondents received the highest refunds, followed by Danish and Czech respondents. In contrast, respondents in Slovenia and Estonia received the lowest refunds. Looking at the socio-demographic findings, EU13 respondents reported getting the highest refunds (€100-199), followed by men, respondents older than 35 years, rural respondents and financially stronger respondents (€50-99). The results have to be interpreted carefully, due to a small respondent base[177].

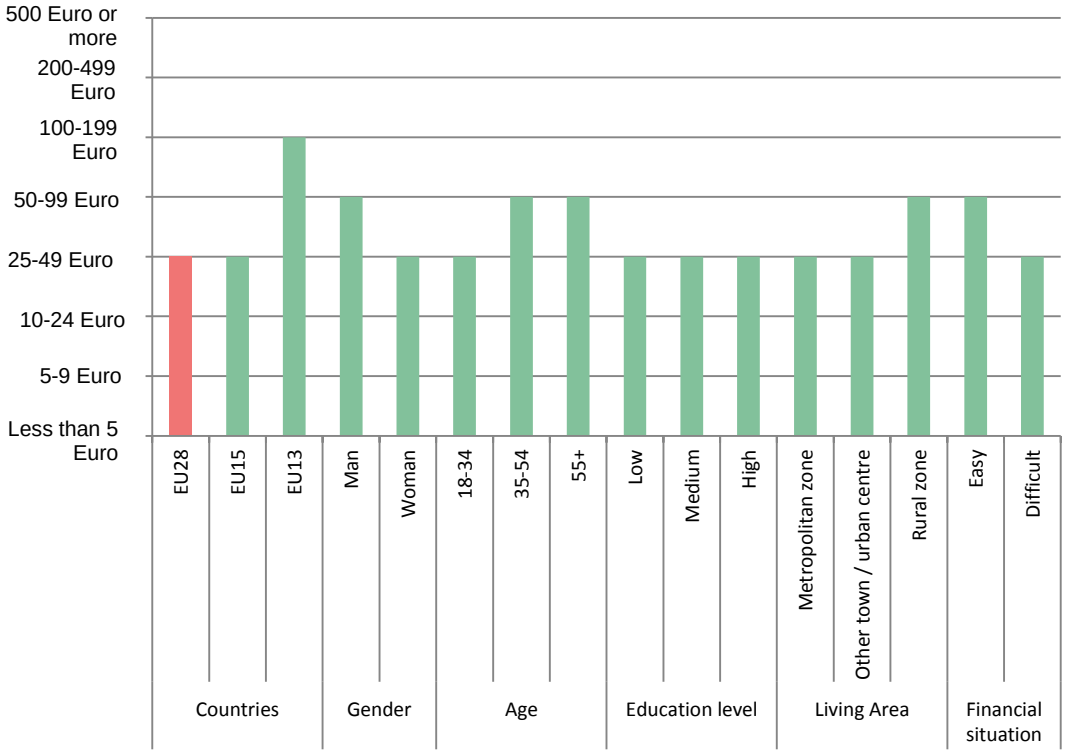
Figure 8 Value of the refund or compensation at country-level (Median, Q25b)



Base: all respondents that got refund or compensation in connection with their last problem (Q25 = 1-3; n= 3,100)

177 The data presented in Figure 8 and 9 are based on a limited number of respondents, ranging from only 12 respondents in Cyprus to 186 respondents in Poland

Figure 9 Value of the refund or compensation by socio-demographic profiles (Median, Q25b)



Base: EU28 respondents that received refund or compensation in connection with their last problem (Q25 = 1-3; n= 3,008)

Those respondents **who were unable to obtain a refund** for the faulty product were asked if (Q25c):

- **They had the product repaired at their own expense**
- **They bought a new product to replace the defective one**
- **They did nothing**

The results show that the majority of these respondents did nothing (52%), followed by respondents who bought a new product to replace the defective product (34%) and respondents who had the product repaired at their own expense (14%).

At country-level (Table 81) respondents in the Czech Republic most often replaced defective products with new products (76%). In contrast, Slovenian respondents (92%) most often did nothing when they did not receive any compensation or refund.

Table 81 Action when no refund was given for the defective product at country-level (Q25c)

	You had the product repaired at your own expense	You bought a new product to replace the defective one	You did nothing
EU28	**14%**	**34%**	**52%**
Czech Republic	6%	**76%**	18%
Lithuania	10%	50%	40%

Romania	26%	48%	26%
Austria	0%	47%	53%
Poland	8%	47%	44%
Estonia	11%	44%	45%
Greece	27%	42%	31%
Germany	18%	41%	41%
Luxembourg	9%	41%	50%
Bulgaria	22%	36%	42%
Denmark	3%	36%	60%
Hungary	22%	35%	43%
Latvia	29%	35%	35%
Netherlands	13%	34%	53%
Sweden	26%	34%	40%
Malta	25%	33%	42%
UK	17%	33%	50%
Norway	27%	33%	40%
France	7%	32%	60%
Slovakia	17%	31%	52%
Finland	12%	30%	58%
Spain	17%	28%	55%
Ireland	17%	28%	55%
Portugal	18%	25%	57%
Belgium	7%	22%	71%
Iceland	0%	21%	79%
Croatia	12%	18%	70%
Italy	20%	15%	65%
Slovenia	0%	8%	**92%**
Cyprus	22%	0%	78%

Base: all respondents who got no refund, compensation, repair or replacement in respect of the defective product (Q25 = 8; n = 678)

According to Table 82 most EU13 respondents bought a new product to replace the defective one (45%), followed by respondents that did nothing (40%). Respondents with a low education did not do anything (66%) more often than respondents with a medium level education (54%) and a high education (48%), while highly (35%) and medium educated respondents (34%) replaced the defective good with a new one more often than respondents with a low education (22%).

Table 82 Action when no refund was given for defective products by socio-demographic profiles (Q25c)

	You had the product repaired at your own expense	You bought a new product to replace the defective one	You did nothing
EU28	**14%**	**34%**	**52%**
EU15	14%	30%	**55%**
EU13	14%	**45%**	40%
Male	15%	37%	48%
Female	14%	31%	54%

18-34	19%	33%	48%
35-54	12%	37%	51%
55+	13%	32%	55%
Low education level	12%	22%	**66%**
Medium education level	12%	**34%**	54%
High education level	16%	**35%**	48%
Metropolitan	20%	26%	55%
Other urban	14%	35%	52%
Rural	9%	43%	48%
Easy to make ends meet	17%	35%	48%
Difficult to make ends meet	16%	29%	55%

Base: EU 28 respondents who got no refund, compensation, repair or replacement in respect of the defective product (Q25 = 8; n = 636)

The following two tables present the actions that respondents took when no refund was given conditional on the type of consumer rights issue encountered (Table 83) and the type of trader with whom the problem occurred (Table 84).

Irrespective of the type of the problem, respondents were most likely to take no further action. For defective goods and problems with unfair standard contract terms, respondents were most likely to buy a new product. When unclear or ambiguous standard contract terms were involved, most respondents were most likely to repair the product at their own cost. It has to be noted, however, that the answer options for this question were tailored for problems with defective goods and therefore the replies concerning other problem types should be used with caution.

Comparing the actions respondents took when no refund was given between the different types of traders where the problem occurred (Table 83) shows that irrespective of the trader, the most common action was to do nothing, followed by the purchase of a new product to replace the defective one.

Table 83 Action when no refund was given by type of consumer rights issue (Q25c, Q21a)

		You had the product repaired at your own expense	You bought a new product to replace the defective one	You did nothing
Most recent problem	Lack of indication of the unit price	6%	26%	**68%**
	Defective goods	16%	**39%**	45%
	Misleading or aggressive commercial practices	11%	27%	**63%**
	Unclear or ambiguous standard contract terms	**24%**	25%	51%
	Unfair standard contract terms	**20%**	**37%**	43%

Base: EU28 respondents who got no refund, compensation, repair or replacement in respect of the defective product (Q25 = 8; n = 636)

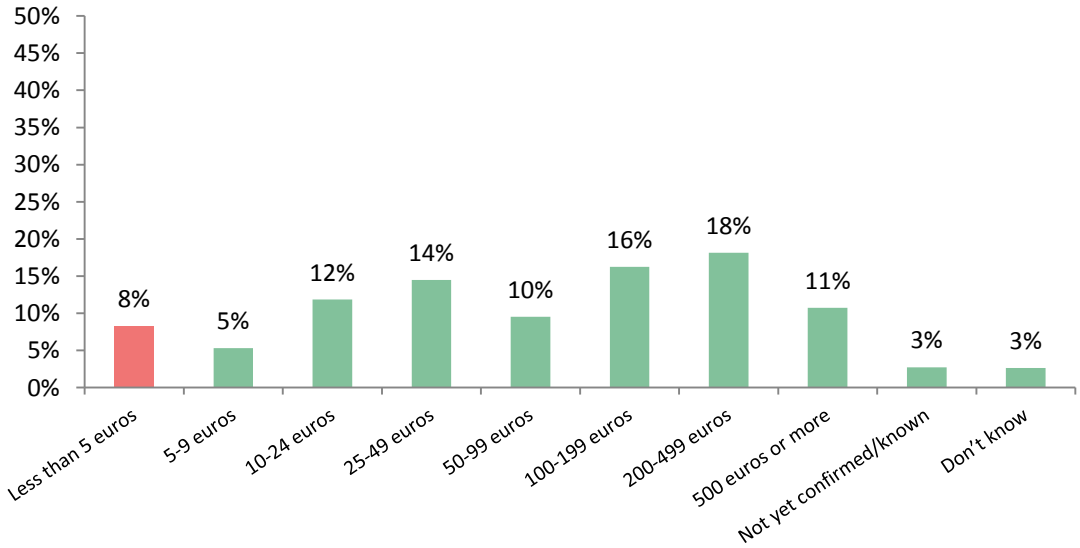
Table 84 Action when no refund was given by type of trader (Q25c, Q22)

		You had the product repaired at your own expense	You bought a new product to replace the defective one	You did nothing
Trader with whom the most recent problem occurred	In a shop in your country	18%	33%	48%
	On the internet from a trader based in your country	12%	35%	53%
	In a shop in another EU country	9%	**49%**	42%
	On the internet from a trader based in another EU country	6%	31%	**63%**
	Other	**24%**	22%	54%

Base: EU28 respondents who got no refund, compensation, repair or replacement in respect of the defective product (Q25 = 8; n = 636)

Respondents who indicated having repaired or replaced the defective product at their expense were asked to state the respective **costs** (Q25d). Figure 10 shows that repair and replacement costs varied between €25-100 (24%), €200-499 (18%), and €100-199 (16%). Some respondents also experienced particularly high costs (€500 or more; 11%) or rather low costs (€0 to 25; 26%).

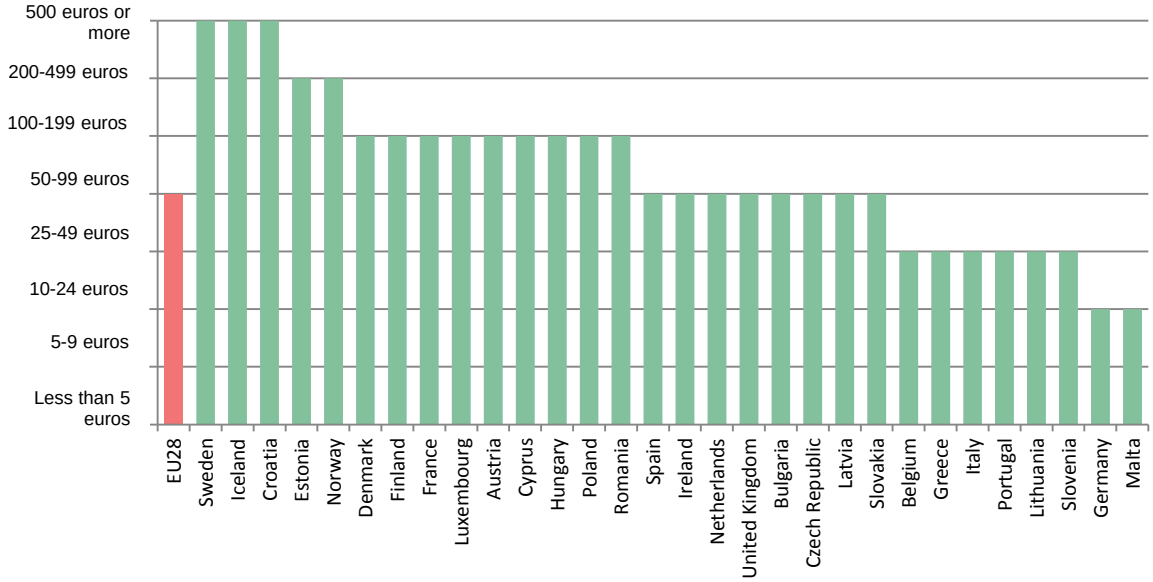
Figure 10 Cost incurred to repair or replace the defective product (Q25d)



Base: EU28 respondents who had to repair the product or buy a new product at their own expense (Q25c = 1-2; n = 325)

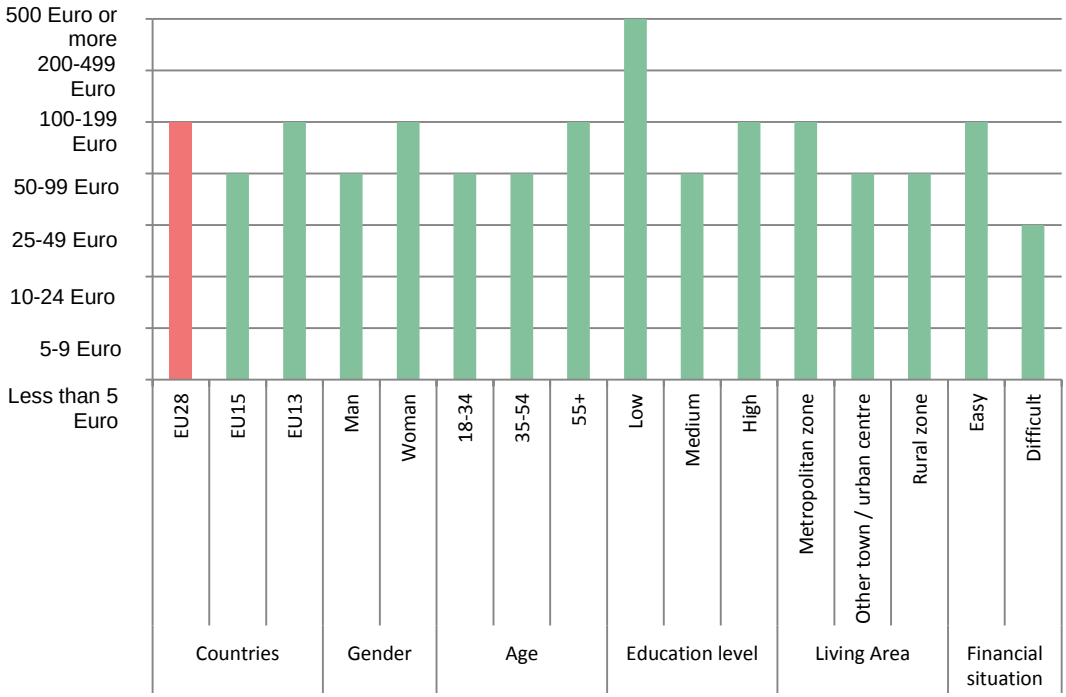
The median of the incurred costs gives further insights into differences at country-level (Figure 11) and for socio-demographic profiles (Figure 12). Descriptive results at country-level show that respondents from Sweden, Iceland and Croatia spent most on repairs and replacements, while respondents in Germany and Malta spent the least amount. Moreover, EU13 respondents spent more on replacing and repairing defective goods than EU15 respondents. As before, age and education and financial status also matters, as older respondents (55+ years), respondents with a low education and respondents in an easy financial situation spent more to repair or replace a defective product.

Figure 11 Cost incurred to repair or replace the product at country-level (median; Q25d)



Base: all respondents who had to repair the product or buy a new product at their own expense (Q25c = 1-2; n = 337)

Figure 12 Cost incurred to repair or replace the product by socio-demographic profiles (median; Q25d)



Base: EU28 respondents who had to repair the product or buy a new product at their own expense (Q25c = 1-2; n = 325)

Table 85 presents the cost incurred to repair or replace the product conditional on the type of consumer problem the respondents encountered. The average costs are most often less than €5 for problems with the unit price indication. When defective goods are encountered, one fifth of respondents pay between €200-499 to repair or replace the

product, while 19% only paid between €25-49. For misleading or aggressive commercial practices, the largest share of respondents paid between €100-199 to repair or replace the product. The costs to replace or repair are highest for problems with unfair standard contract terms, where more than half of all respondents paid at least €200.

Table 86 compares the costs incurred for repairing or replacing the product across different types of traders. The findings show that the costs are very varied for product bought in an offline shop in another EU country. 58% of respondents paid under €10 to repair or replace the product, while 33% paid €200-499. The costs incurred to repair or replace a defective good in the other shops were more or less equal.

Table 85 Cost incurred to repair or replace the product by type of consumer rights issue (median; Q25d, Q21a)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
Most recent problem	Lack of indication of the unit price	**28%**	6%	11%	2%	1%	24%	0%	18%	5%	6%
	Defective goods	9%	3%	13%	**19%**	9%	11%	**20%**	10%	3%	3%
	Misleading or aggressive commercial practices	0%	9%	18%	12%	9%	**30%**	14%	4%	2%	2%
	Unclear or ambiguous standard contract terms	0%	15%	3%	4%	18%	**27%**	21%	10%	3%	0%
	Unfair standard contract terms	0%	0%	2%	4%	17%	19%	**31%**	**25%**	3%	0%

Base: EU28 respondents who had to repair the product or buy a new product at their own expense (Q25c = 1-2; n = 325)

Table 86 Cost incurred to repair or replace the product by type of trader (median; Q25d, Q22)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
Trader with whom the most recent problem occurred	In a shop in your country	10%	3%	8%	14%	9%	18%	19%	12%	4%	3%
	On the internet from a trader based in your country	5%	5%	17%	14%	12%	17%	16%	10%	2%	1%
	In a shop in another EU country	**35%**	**23%**	4%	0%	0%	5%	**33%**	0%	0%	0%
	On the internet from a trader based in another EU country	4%	12%	17%	18%	11%	6%	18%	6%	0%	7%
	Other	0%	0%	16%	23%	0%	35%	0%	27%	0%	0%

Base: EU28 respondents who had to repair the product or buy a new product at their own expense (Q25c = 1-2; n = 325)

A similar analysis was also done for **services**. Respondents were asked if (*Q25e*):

- ***They bought a new service with the same provider***
- ***They bought a new service with another provider***
- ***They did nothing***

Similar to products, most EU28 respondents reported that they did nothing (48%) or bought a new service with another service provider (47%). In contrast, only few people bought a new service with the same provider (5%). No particular trends were observed for the different countries and socio-demographic profiles (see Tables 87 and 88).

Table 87 Action when no refund was given for services at country-level (Q25e)

	You bought a new service with the same provider	You bought a new service with another provider	You did nothing
EU28	**5%**	**47%**	**48%**
Austria	0%	30%	70%
Belgium	11%	30%	58%
Bulgaria	15%	61%	23%
Cyprus	0%	40%	60%
Czech Republic	9%	41%	50%
Germany	9%	46%	45%
Denmark	0%	82%	18%
Estonia	21%	39%	40%
Greece	3%	70%	26%
Spain	0%	63%	37%
Finland	0%	43%	57%
France	0%	35%	65%
Croatia	0%	63%	37%
Hungary	0%	44%	56%
Ireland	0%	24%	76%
Italy	8%	44%	48%
Lithuania	19%	39%	42%
Luxembourg	0%	100%	0%
Latvia	9%	61%	29%
Malta	9%	35%	56%
Netherlands	0%	21%	79%
Poland	13%	47%	40%
Portugal	9%	38%	53%
Romania	6%	41%	53%
Sweden	0%	43%	57%
Slovenia	8%	42%	50%
Slovakia	0%	25%	75%
UK	0%	56%	44%
Iceland	55%	0%	45%
Norway	0%	61%	39%

Base: all respondents that received no refund/ compensation for the service (Q25 = 11; n = 473)

Table 88 Action when no refund was given for services by socio-demographic profiles (Q25e)

	You bought a new service with the same provider	You bought a new service with another provider	You did nothing
EU28	**5%**	**47%**	**48%**
EU15	4%	48%	48%
EU13	8%	45%	47%
Male	6%	47%	47%
Female	4%	48%	49%
18-34	3%	44%	54%
35-54	6%	49%	44%
55+	5%	47%	48%
	0%	0%	0%
Low education level	1%	52%	47%
Medium education level	8%	43%	49%
High education level	3%	53%	44%
Metropolitan	3%	59%	38%
Other urban	4%	45%	51%
Rural	8%	37%	55%
Easy to make ends meet	7%	48%	45%
Difficult to make ends meet	2%	48%	50%

Base: EU28 respondents that received no refund/ compensation for the service (Q25 = 11; n = 457)

Further analyses investigated the respondent's actions depended on the type of problem (Table 89) and the type of trader with whom the problem had occurred (Table 90). The findings are more or less equal to the EU28 average. An exception is problems occurring at online traders in another EU country. Here almost all respondents (90%) decided to do nothing.

Table 89 Action when no refund was given for services by type of consumer rights issue (Q25e, Q21a)

		You bought a new service with the same provider	You bought a new service with another provider	You did nothing
Most recent problem	Lack of indication of the unit price	n/a	n/a	n/a
	Defective goods	n/a	n/a	n/a
	Misleading or aggressive commercial practices	3%	49%	48%
	Unclear or ambiguous standard contract terms	7%	52%	42%
	Unfair standard contract terms	9%	32%	60%

Base: EU28 respondents that received no refund/ compensation for the service (Q25 = 11; n = 457)

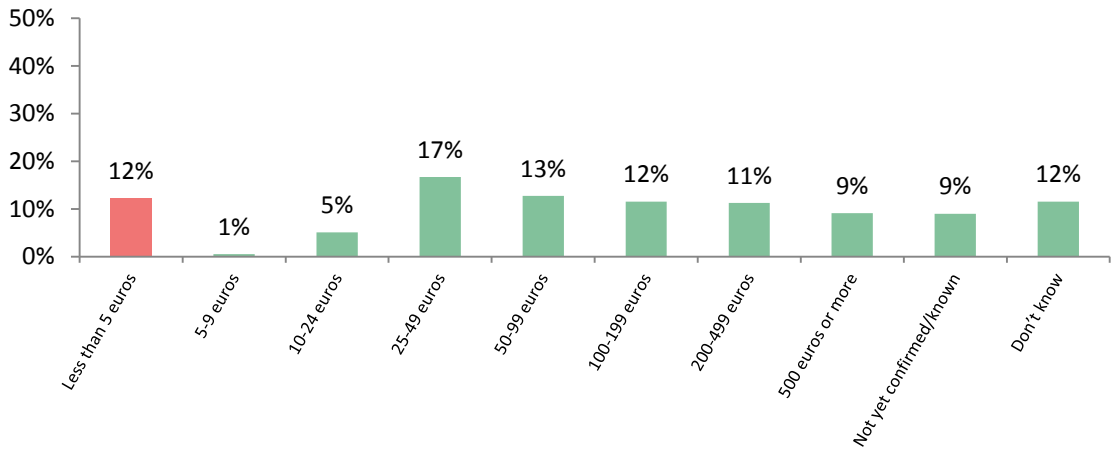
Table 90 Action when no refund was given for services by type of trader (Q25e, Q22)

		You bought a new service with the same provider	You bought a new service with another provider	You did nothing
Trader with whom the most recent problem occurred	In a shop in your country	7%	44%	49%
	On the internet from a trader based in your country	4%	51%	45%
	In a shop in another EU country	0%	10%	90%
	On the internet from a trader based in another EU country	13%	64%	23%
	Other	1%	46%	53%

Base: EU28 respondents that received no refund/ compensation for the service (Q25 = 11; n = 457)

Figure 13 indicates that the cost of buying a new service (Q25f) with another or the same provider varies between €25-100 (30%), €50-99 (13%), €100-199 (12%) and €200-499 (11%). A considerable number of respondents also reported lower amounts than €25 (17%) or higher amounts than €500 (9%).

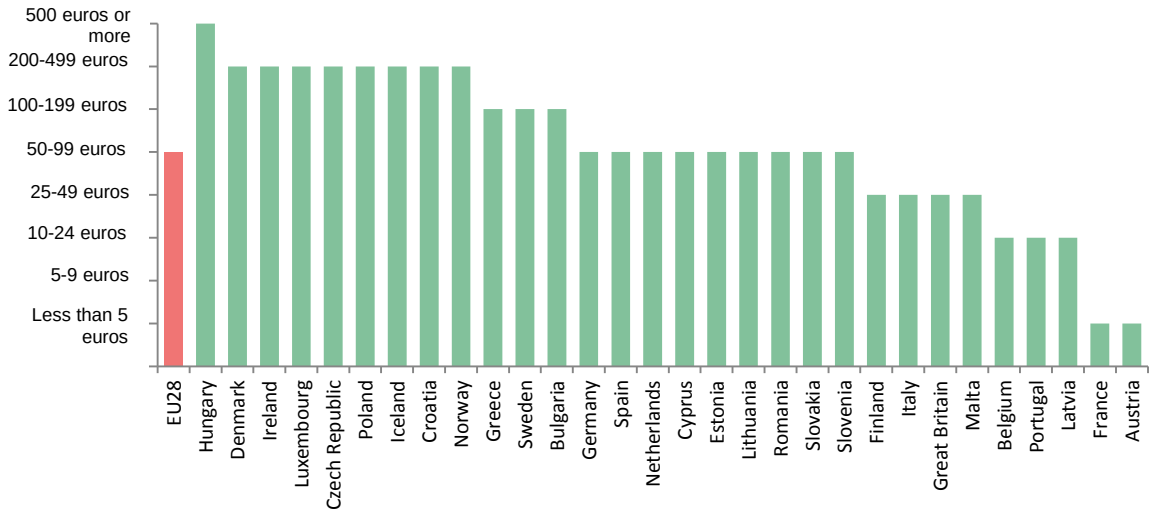
Figure 13 Cost incurred for a new service (Q25f)



Base: EU28 respondents who bought a new service with the same or another provider (Q25e = 1-2; n = 218)

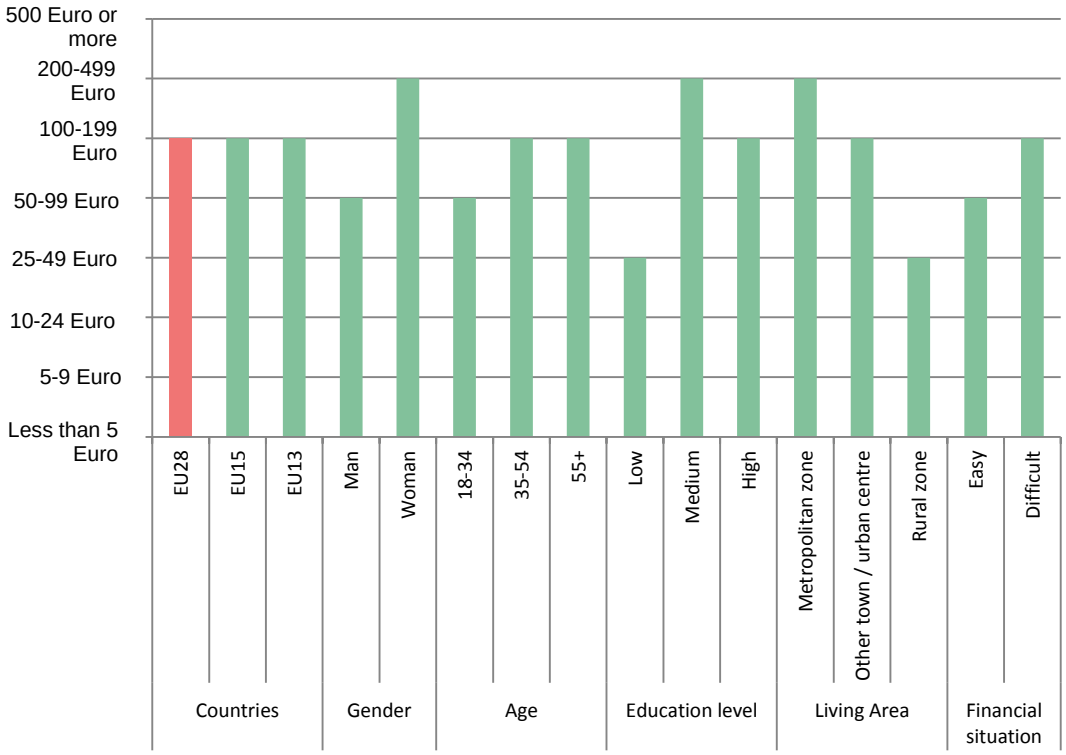
Differences between countries (Figure 14) and between the socio-demographic profiles (Figure 15) are further studied by looking at the median of the incurred costs. At country-level, results show that respondents in Hungary spent the most money on new services, while respondents in France and Austria spent the least. Consistent with the findings for products, EU13 respondents spent more money on buying a new service with the same or another provider. Table 89 and table 90 further present the cost incurred for a new service, dependent on the type of problem that the respondents have encountered and the trader where they have encountered the problem.

Figure 14 Cost incurred for a new service at country-level (median, Q25f)



Base: all respondents who bought a new service with the same or another provider (Q25e = 1-2; n = 249)

Figure 15 Cost incurred for a new service by socio-demographic profiles (median, Q25f)



Base: EU28 respondents who bought a new service with the same or another provider (Q25e = 1-2; n = 240)

Table 91 Cost incurred for a new service by type of consumer rights issue (median, Q25f, Q21a)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/known	Don't know
Most recent problem	Lack of indication of the unit price	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Defective goods	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Misleading or aggressive commercial practices	**17%**	0%	1%	**15%**	9%	**16%**	7%	6%	11%	18%
	Unclear or ambiguous standard contract terms	8%	1%	8%	**17%**	**18%**	6%	**17%**	11%	8%	6%
	Unfair standard contract terms	6%	0%	13%	23%	12%	10%	13%	**19%**	3%	1%

Base: EU28 respondents who bought a new service with the same or another provider (Q25e = 1-2; n = 240)

Table 92 Cost incurred for a new service by type of trader (median, Q25f, Q22)

		Less than 5 euros	5-9 euros	10-24 euros	25-49 euros	50-99 euros	100-199 euros	200-499 euros	500 euros or more	The value is not yet confirmed/ known	Don't know
Trader with whom the most recent problem occurred	In a shop in your country	**16%**	1%	3%	12%	15%	14%	15%	7%	7%	10%
	On the internet from a trader based in your country	8%	0%	4%	22%	14%	**14%**	9%	14%	7%	8%
	In a shop in another EU country	0%	0%	0%	0%	**27%**	27%	47%	0%	0%	0%
	On the internet from a trader based in another EU country	0%	0%	**29%**	41%	14%	2%	4%	6%	1%	2%
	Other	**21%**	0%	0%	0%	3%	3%	11%	3%	26%	32%

Base: EU28 respondents who bought a new service with the same or another provider (Q25e = 1-2; n = 240)

In summary, Table 93 shows that, altogether, respondents were less likely to achieve satisfactory outcomes when they experience a problem with a service compared to a product. These results may be attributed to the legal context because services are not covered by the detailed rules of the Consumer Sales and Guarantee Directive, dealing with refunds and compensation for defective products (the biggest problem category).

Table 93 Comparison of problem resolution for products versus services

	Products	Services
Outcome:		
Replacement or free repair for products / service performed again	33%	6%
Refund or compensation	20%	6%
Did not get any refund or compensation, nor was the product replaced /the service performed again	5%	3%
Solution when no compensated:		
Bought a new product or service (or got the product repaired)	48%	52%

To solve consumer rights problems, respondents often need to spend money and time. Respondents were therefore asked (Q28) to report how much time and money they spent for *administrative follow-up* (i.e., cost of phone calls to the trader, postage etc.), *legal follow-up* (cost of legal advice or any other expert advice) and *product follow-up* (cost of resolving the problem through repair or replacement at own cost) regarding their last problem.

The mean amount of time[178] spent on these three tasks was 3,5 hours for administration, 1,8 hours for legal follow-up and 3,7 hours for product follow-up. The results for the surveyed countries and for socio-demographic profiles are presented in Tables 94 and 95.

Table 94 The mean time spent on administrative, legal and product follow-up at country-level (Q28)

	Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)
EU28	**3,50**	**1,77**	**3,68**
Bulgaria	7,41	4,53	10,79
Estonia	7,40	5,85	9,42
Lithuania	4,82	3,64	11,74
Romania	5,22	3,31	9,77
Latvia	3,95	3,09	9,48
Italy	5,05	3,27	6,42
Spain	6,36	2,13	5,98

178 The mean amount of time spent on a task is calculated for all respondents that had experienced at least one problem in the past 12 months. We calculated the mean of the hours reported for the three tasks.

Hungary	4,31	3,30	4,98
Portugal	5,13	1,92	3,66
Greece	4,52	1,86	3,88
Norway	2,54	3,09	3,44
Malta	3,32	1,00	4,33
Cyprus	2,89	1,73	3,84
Denmark	2,80	1,41	3,59
Croatia	2,98	0,96	3,43
Poland	2,72	1,21	2,97
United Kingdom	2,70	1,05	2,40
Slovakia	2,60	1,33	2,20
Ireland	2,69	1,49	1,52
Czech Republic	2,29	1,50	1,69
France	2,30	1,22	1,94
Finland	1,66	1,20	1,68
Luxembourg	2,26	0,65	1,57
Germany	1,96	1,24	1,21
Iceland	1,32	1,04	1,85
Belgium	2,35	0,61	1,24
Sweden	1,98	0,51	1,32
Slovenia	1,87	0,54	1,14
Austria	1,82	0,58	0,99
Netherlands	1,48	0,26	0,86

Base: all respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,733)

Table 95 The mean time spent on administrative, legal and product follow-up by socio-demographic profiles (Q28)

	Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)
EU28	**3,50**	**1,77**	**3,68**
EU15	3,41	1,64	3,19
EU13	3,77	2,21	5,29
Male	3,48	1,89	3,54
Female	3,51	1,66	3,82
18-34	3,72	2,78	5,55
35-54	3,87	1,57	3,82
55+	2,97	1,21	2,17
Low education level	3,22	1,68	2,96
Medium education level	3,36	1,45	2,77
High education level	3,68	1,80	4,25
Metropolitan	4,08	2,46	4,96
Other urban	3,69	1,78	3,92
Rural	2,31	0,78	1,44

Easy to make ends meet	2,43	1,21	2,23
Difficult to make ends meet	4,67	2,74	5,74

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,202)

The time spent depended on the type of problem. The results in Table 96 show that more time for all three aspects was needed when dealing with misleading or aggressive commercial practices and unfair standard contract terms. Especially the administrative follow-up (respectively 4,33 hours and 5,33 hours) and the product follow up (respectively 4,02 hours and 5,22 hours) took more time than the EU28 average. The administrative follow up also needed more time when dealing with unclear or ambiguous standard contract terms (5,18 hours). Dealing with a lack of unit price indication took the least time, especially for administrative follow-up (2,10 hours) and the product follow-up (2,70 hours), while dealing with defective goods took fewer hours of legal follow up (1,19 hours).

Table 96 The mean time spent on administrative, legal and product follow-up by type of consumer rights issue (Q28, Q21a)

		Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)
Most recent problem	Lack of indication of the unit price	2,10	1,80	2,70
	Defective goods	2,93	1,19	3,64
	Misleading or aggressive commercial practices	4,33	2,44	4,11
	Unclear or ambiguous standard contract terms	5,18	2,22	3,94
	Unfair standard contract terms	5,33	2,42	5,07

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,202)

When looking at the time needed to deal with problems encountered at different traders, it is noticeable that across all categories, more time is needed for traders in other EU countries.

Table 97 The mean time spent on administrative, legal and product follow-up by type of the trader (Q28, Q22)

		Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)
Trader with whom the most recent problem occurred	In a shop in your country	3,16	1,30	3,59
	On the internet from a trader based in your country	3,53	1,76	3,17
	In a shop in another EU country	3,73	5,12	7,51
	On the internet from a trader based in another EU country	4,98	3,71	5,82
	Other	3,04	0,96	2,24

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,202)

Moreover, respondents reported more time needed for administrative, legal and product follow-up when the problem was still pending (see Table 98).

Table 98 The mean time spent on administrative, legal and product follow-up dependent on whether the problem was solved or still pending (Q28, Q25)

	Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)
Problem solved	3,32	1,38	3,83
Problem still pending	**6,17**	**2,95**	**5,36**

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 month, which were solved (Q25 answers 4,5,6,9 & 10, n = 7,595) or were still pending (Q25 answers 1,8 & 11, n = 2,917)

The mean amount of money[179] respondents spent on problem resolution activities was on average €17 for administrative follow-up, €16 for legal follow-up and €19 for product follow-up. It has to be noted though that these findings vary a lot. The results for the surveyed countries and for socio-demographic profiles are presented in Tables 99 and 100.

Table 99 The mean amount of money spent on administrative, legal and product follow-up at country level (Q28)

	Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
EU28	**16,87**	**15,96**	**18,45**
Italy	29,90	35,97	31,06
Luxembourg	28,95	27,91	24,54
Norway	28,44	22,68	22,18
Romania	18,01	26,27	28,63
Greece	25,47	21,29	18,69
Spain	21,54	15,71	23,27
Sweden	26,86	18,57	11,94
Cyprus	18,19	9,98	27,94
Malta	15,58	15,73	24,24
Ireland	20,16	18,17	16,14
Bulgaria	21,67	18,04	14,39
UK	21,67	11,75	16,92
Austria	19,39	12,42	14,90
France	15,25	12,97	16,83
Finland	15,77	10,18	17,95
Denmark	21,69	11,25	10,55
Germany	13,69	12,90	16,51
Portugal	14,94	10,95	13,81
Netherlands	13,64	10,52	14,88

179 The mean amount of money spent on a task is calculated for all consumers that have at least experienced one problem in the past 12 months. We first converted all different currencies into Euros and deleted outliers from the analysis that reported amounts larger than 3 standard deviations from the mean.

Latvia	8,37	12,99	15,10
Slovakia	12,35	10,12	12,88
Estonia	8,65	8,49	17,87
Iceland	9,84	5,47	18,85
Belgium	14,49	6,18	11,99
Hungary	8,41	8,65	7,72
Slovenia	7,88	7,38	9,04
Poland	0,00	8,70	12,59
Czech Republic	6,00	5,62	7,47
Croatia	6,04	3,72	6,59
Lithuania	2,93	3,68	7,82

Base: all respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,678)

Table 100 The mean amount of money spent on administrative, legal and product follow-up for socio-demographic profiles (Q28)

	Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
EU28	**16,87**	**15,96**	**18,45**
EU15	19,86	17,10	19,60
EU13	7,93	12,31	14,70
Male	19,04	17,66	19,14
Female	15,18	14,37	17,79
18-34	21,21	24,84	25,04
35-54	15,71	14,60	18,09
55+	15,26	10,70	13,90
Low education level	19,07	19,15	15,82
Medium education	14,59	13,51	17,04
High education level	18,58	16,65	19,76
Metropolitan	18,56	19,35	19,72
Other urban	16,33	13,98	18,05
Rural	16,32	14,96	17,40
Easy to make ends	17,02	14,63	16,36
Difficult to make ends meet	21,98	20,74	22,63

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,156)

The amount of money spent to resolve the problem also differed depending on the type of problem (Table 101) and the type of trader with whom the problem had occurred (Table 102). In general, more money is needed for solving problems with unfair standard contract terms, followed by problems with misleading or aggressive commercial practices and unclear or ambiguous standard contract terms.

Similar to the time spent, more money is needed to resolve a problem with a cross-border trader than with a domestic trader. Between online and offline shops in another EU country, problems at offline traders require more money for legal follow-up, while problems at online traders require more money for administrative follow-up and product follow-up.

Table 101 The mean amount of money spent on administrative, legal and product follow-up by type of consumer rights issues (Q28, Q21a)

		Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
Most recent problem	Lack of indication of the unit price	11,20	15,76	12,64
	Defective goods	10,42	8,97	14,17
	Misleading or aggressive commercial practices	21,07	18,38	20,53
	Unclear or ambiguous standard contract terms	32,84	30,42	31,49
	Unfair standard contract terms	38,78	30,96	35,18

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,156)

Table 102 The mean amount of money spent on administrative, legal and product follow-up by type of trader(Q28, Q22)

		Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
Trader with whom the most recent problem occurred	In a shop in your country	15,15	15,34	17,49
	On the internet from a trader based in your country	15,65	11,86	15,99
	In a shop in another EU country	23,46	38,29	27,81
	On the internet from a trader based in another EU country	31,62	31,17	30,76
	Other	10,95	9,12	14,04

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,156)

Similar to the results for the time needed for the administrative, legal and product follow-up, more money was spent for problems that were still pending (Table 103).

Table 103 The mean amount of money spent on administrative, legal and product follow-up dependent on whether the problem was solved or still pending (Q28, Q25)

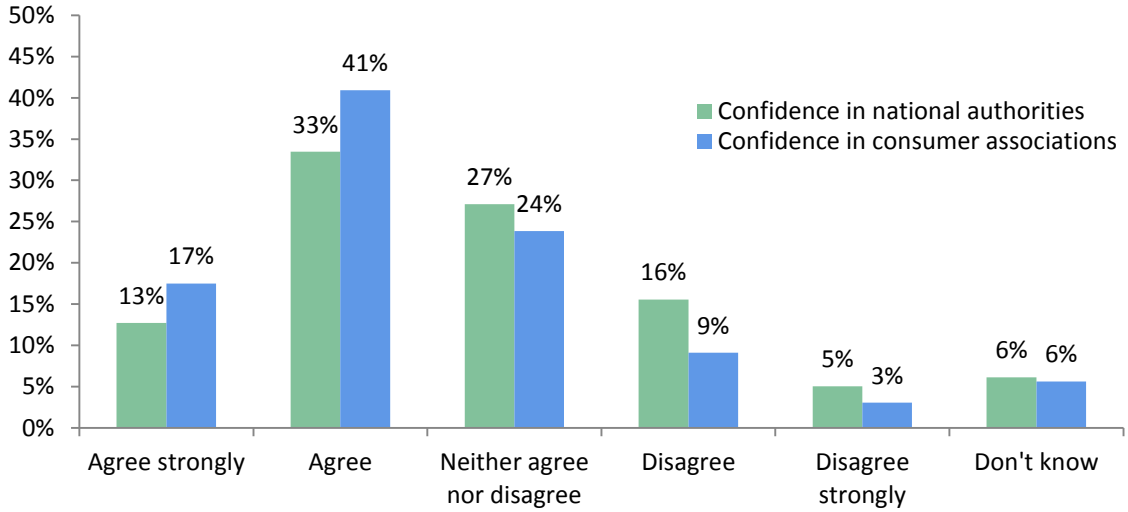
	Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
Problem solved	13,73	13,25	14,27
Problem still pending	34,44	24,97	38,72

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 month, which were solved (Q25 answers 4,5,6,9 & 10, n = 7,586) or were still pending (Q25 answers 1,8 & 11, n = 2,889)

1.4.2. The role of national authorities and consumer associations in the problem resolution

When dealing with problems, respondents can get assistance from public authorities and consumer associations. Section 4.1.1 already illustrated that respondents mostly complain to the seller or service provider directly or contact the manufacturer instead of consulting public authorities and consumer associations and Section 4.1.2 already discussed respondents' satisfaction with the problem resolutions achieved by these organisations. The current section will look closer at respondents' overall confidence in public authorities and consumer associations. For this purpose the survey asked the respondents whether they agree that the competent national (public) authorities or consumer associations take measures to stop traders from breaching consumer rights discussed in this survey (Q8). As shown to Figure 17, respondents were more confident in the work of consumer associations (*agree strongly* or *agree*: 58%) than in the work of national authorities (46%). Similarly, more respondents did not have confidence (*disagree* or *disagree strongly*) in national authorities (21%) than in consumer associations (12%).

Figure 16 Confidence in public authorities and consumer associations (Q8)[180]



Base: all EU28 respondents (n = 22,751)

Analysis at country-level shows that confidence in **national authorities** was generally higher in EU15 countries (Table 105). Consistently, country-level data (Table 104) shows that Austria (63%), Finland (56%), the UK (56%) all have particularly high values (*agree* or *strongly agree*) and are in the top 5 of countries with the highest confidence scores for this type of organisation. Only Estonia (56%) is in the top 5 as a EU13 country. In contrast, except Greece (23%) only EU13 countries can be found at the bottom at the list.

180 The answers present the respondents answers to the statements: "You feel confident that (1) competent national authorities/ (2) consumer associations take measures to stop traders from breaching these consumer rights"

Table 104 Confidence in the national authorities at country-level (Q8)

	Agree / Strongly agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
EU28	**47%**	**13%**	**33%**	**27%**	**16%**	**5%**	**6%**
Austria	**63%**	2%	12%	16%	40%	23%	6%
Finland	**56%**	3%	10%	23%	43%	13%	9%
Estonia	**56%**	1%	6%	30%	45%	11%	7%
United Kingdom	**56%**	3%	11%	24%	43%	13%	7%
Iceland	**53%**	12%	13%	18%	35%	18%	5%
Netherlands	**52%**	1%	14%	27%	42%	10%	5%
Spain	**52%**	7%	16%	24%	34%	18%	2%
Portugal	**51%**	3%	18%	25%	41%	10%	2%
Ireland	**51%**	3%	16%	25%	41%	10%	5%
Sweden	**51%**	4%	10%	27%	39%	11%	7%
Norway	**51%**	3%	9%	26%	41%	10%	11%
Germany	**50%**	4%	12%	26%	30%	20%	8%
Luxembourg	**50%**	5%	14%	25%	38%	12%	7%
Hungary	**48%**	4%	11%	28%	42%	7%	9%
Belgium	**47%**	4%	15%	29%	35%	13%	5%
Italy	**47%**	5%	15%	28%	30%	16%	5%
Denmark	**47%**	3%	9%	32%	37%	9%	10%
Lithuania	**45%**	6%	15%	29%	36%	9%	5%
Malta	**44%**	7%	18%	27%	35%	9%	4%
Czech Republic	**41%**	4%	20%	29%	36%	5%	7%
Slovenia	**39%**	7%	21%	29%	32%	7%	4%
Poland	**38%**	6%	17%	31%	33%	5%	9%
France	**38%**	5%	20%	31%	29%	8%	7%
Slovakia	**37%**	5%	23%	27%	32%	5%	8%
Latvia	**34%**	5%	19%	35%	29%	5%	6%
Bulgaria	**34%**	14%	30%	22%	26%	8%	1%
Romania	**34%**	12%	24%	28%	28%	6%	2%
Croatia	**26%**	17%	29%	26%	22%	4%	2%
Greece	**23%**	10%	28%	34%	20%	3%	5%
Cyprus	**22%**	13%	19%	35%	18%	4%	12%

Base: all respondents (n = 23,501)

Looking at the socio-demographic profiles in Table 105, no noticeable differences can be found except for respondents with a different financial status. Respondents who find it easy to make ends meet (53%) were more confident in the national authorities than respondents who find it difficult (42%).

Table 105 Confidence in the national authorities by socio-demographic profiles (Q8)

	Agree/ Strongly Agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know

EU28	**46%**	**5%**	**16%**	**27%**	**33%**	**13%**	**6%**
EU15	**48%**	4%	14%	27%	34%	15%	6%
EU13	**38%**	7%	20%	29%	32%	6%	6%
Male	**47%**	6%	15%	27%	34%	13%	4%
Female	**45%**	4%	16%	27%	33%	12%	8%
18-34	**44%**	5%	15%	29%	33%	11%	6%
35-54	**47%**	5%	15%	27%	34%	13%	6%
55+	**47%**	5%	15%	26%	34%	14%	7%
Low education level	**44%**	5%	15%	29%	30%	15%	7%
Medium education level	**47%**	5%	14%	27%	33%	13%	7%
High education level	**47%**	5%	16%	26%	35%	12%	5%
Metropolitan	**46%**	6%	16%	27%	34%	13%	5%
Other urban	**47%**	5%	15%	26%	35%	12%	6%
Rural	**45%**	4%	15%	29%	32%	14%	7%
Easy to make ends meet	**53%**	4%	14%	24%	39%	14%	5%
Difficult to make ends meet	**42%**	7%	18%	26%	29%	12%	7%

Base: all EU28 respondents (n = 22,751)

The country-level results (Table 106) regarding the confidence in consumer associations are highly similar to the results for national authorities. The countries with the highest confidence in the competence of these organisations to protect consumer rights are EU15 countries, such as Austria (76%), Spain (65%), Germany (65%), Portugal (64%) and Finland (63%).

Table 106 Confidence in the consumer associations at country-level (Q8)

	Agree / Strongly agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
EU28	**47%**	**13%**	**33%**	**27%**	**16%**	**5%**	**6%**
Austria	**76%**	2%	5%	13%	43%	32%	5%
Spain	**65%**	4%	8%	22%	42%	24%	2%
Germany	**65%**	2%	6%	21%	39%	25%	7%
Portugal	**64%**	3%	11%	20%	47%	17%	2%
Finland	**63%**	2%	8%	18%	44%	19%	9%
Iceland	**63%**	8%	9%	18%	39%	24%	3%
Netherlands	**63%**	1%	7%	24%	49%	14%	5%
Belgium	**61%**	3%	7%	24%	43%	18%	5%
Luxembourg	**61%**	3%	10%	18%	42%	19%	8%

France	**61%**	2%	8%	25%	40%	21%	6%
United Kingdom	**59%**	2%	9%	23%	46%	13%	7%
Norway	**58%**	3%	6%	23%	43%	15%	10%
Poland	**58%**	4%	6%	25%	47%	11%	7%
Italy	**58%**	3%	10%	24%	37%	21%	5%
Denmark	**57%**	2%	7%	25%	45%	12%	9%
Estonia	**56%**	2%	5%	29%	45%	11%	8%
Ireland	**54%**	3%	13%	26%	43%	11%	4%
Slovenia	**54%**	7%	13%	22%	43%	11%	4%
Malta	**53%**	7%	15%	22%	43%	10%	3%
Sweden	**52%**	3%	10%	28%	40%	11%	8%
Croatia	**51%**	7%	15%	25%	44%	7%	2%
Lithuania	**50%**	5%	13%	26%	42%	9%	6%
Hungary	**47%**	4%	11%	29%	39%	8%	9%
Bulgaria	**45%**	9%	22%	23%	34%	11%	1%
Czech Republic	**45%**	3%	15%	30%	39%	6%	7%
Latvia	**42%**	3%	17%	32%	36%	6%	6%
Slovakia	**41%**	3%	20%	28%	36%	5%	8%
Greece	**38%**	6%	18%	34%	33%	6%	5%
Romania	**38%**	8%	21%	31%	33%	5%	3%
Cyprus	**25%**	10%	17%	35%	21%	4%	13%

Base: all respondents (n = 23,501)

The work of **consumer associations** was also more trusted by EU15 respondents (61%) than by EU13 respondents (49%) as indicated in Table 107. Socio-demographic results further show that older respondents (55+ years, 62%) had more confidence in these organisations than young respondents (18-34 years, 52%). Similar to the findings for national authorities, respondents with a better financial status had more confidence than (64%) than respondents with weak financial status (54%).

Table 107 Confidence in the consumer associations for socio-demographic profiles (Q8)

	Agree/ Strongly Agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
EU28	**58%**	**13%**	**33%**	**27%**	**16%**	**5%**	**6%**
EU15	**61%**	3%	8%	23%	41%	20%	6%
EU13	**49%**	5%	13%	27%	40%	8%	6%
Male	**58%**	4%	9%	25%	40%	18%	4%
Female	**59%**	3%	9%	23%	42%	17%	7%
18-34	**52%**	4%	10%	28%	38%	14%	6%
35-54	**59%**	3%	9%	24%	41%	18%	5%
55+	**62%**	3%	8%	21%	43%	20%	6%
Low education level	**54%**	3%	9%	27%	37%	18%	7%
Medium education level	**59%**	3%	8%	24%	40%	18%	6%

High education level	**60%**	3%	10%	23%	43%	17%	4%
Metropolitan	**57%**	4%	10%	24%	40%	17%	5%
Other urban	**59%**	3%	9%	23%	42%	17%	6%
Rural	**59%**	2%	8%	24%	41%	18%	6%
Easy to make ends meet	**64%**	3%	8%	21%	45%	20%	4%
Difficult to make ends meet	**54%**	5%	11%	23%	38%	17%	7%

Base: all EU28 respondents (n = 22,751)

The **consumer rights awareness** may have an effect on the confidence in these organisations. Table 108 compares the confidence in the national authorities for respondents with different levels of consumer rights awareness. First, respondents with different scores on the awareness index are compared with each other. The results hint towards a positive relationship between consumer rights awareness and confidence in national authorities: the higher the awareness, the higher the reported confidence.

The confidence in the national authorities was further tested conditional on the awareness about five individual consumer rights. While confidence was higher for respondents that were aware of their consumer rights, across all five consumer rights the difference was often quite small.

Table 108 Confidence in the national authorities conditional on consumer rights awareness (Q8)

		Agree / Strongly agree	Disagree strongly	Dis-agree	Neither agree nor disagree	Agree	Agree strongly	Don't know
Awareness Index	**0-25%**	**33%**	5%	14%	33%	26%	7%	15%
	25-50%	**46%**	5%	15%	28%	34%	12%	6%
	50-75%	**48%**	5%	16%	26%	36%	12%	5%
	75-100%	**49%**	5%	16%	26%	34%	15%	4%
Awareness about unit price indication	**No**	**41%**	5%	16%	29%	32%	10%	9%
	Yes	**49%**	5%	15%	26%	34%	14%	5%
Awareness about the length of the legal guarantee	**No**	**45%**	5%	15%	28%	33%	12%	7%
	Yes	**47%**	5%	16%	26%	33%	14%	5%
Awareness about misleading or aggressive commercial practices	**No**	**43%**	5%	15%	30%	31%	12%	8%
	Yes	**47%**	5%	16%	26%	34%	13%	6%
Awareness about unclear or unintelligib	**No**	**39%**	5%	16%	30%	31%	9%	10%
	Yes	**49%**	5%	15%	26%	35%	14%	5%

le contract terms								
Awareness about unfair contract terms	**No**	**46%**	5%	15%	28%	33%	12%	7%
	Yes	**47%**	6%	16%	26%	34%	13%	5%

Base: all EU28 respondents (n = 22,751)

The findings regarding confidence in consumer associations are similar. Table 109 shows a positive trend between the consumer rights awareness index and the confidence (*agree* or *strongly agree*) in these organisations. The higher the awareness of consumer rights, the higher the confidence in consumer associations. For example, respondents that correctly replied to the question about misleading or aggressive commercial practices show 10 percentage points more confidence (61% vs. 51%).

Table 109 Confidence in the consumer associations conditional on consumer rights awareness (Q8)

		Agree / Strongly agree	Disagree strongly	Dis-agree	Neither agree nor disagree	Agree	Agree strongly	Don't know
Awareness Index	**0-25%**	**39%**	3%	9%	34%	31%	9%	15%
	25-50%	**54%**	4%	10%	26%	40%	15%	6%
	50-75%	**61%**	3%	9%	23%	44%	17%	4%
	75-100%	**65%**	3%	9%	20%	43%	22%	4%
Awareness about unit price indication	**No**	**52%**	3%	10%	26%	39%	13%	9%
	Yes	**61%**	3%	9%	23%	42%	20%	4%
Awareness about the length of the legal guarantee	**No**	**57%**	3%	9%	25%	41%	16%	6%
	Yes	**60%**	3%	9%	23%	41%	19%	5%
Awareness about misleading or aggressive commercial practices	**No**	**51%**	4%	10%	28%	36%	15%	8%
	Yes	**61%**	3%	9%	22%	43%	18%	5%
Awareness about unclear or unintelligible contract terms	**No**	**49%**	3%	10%	29%	37%	12%	9%
	Yes	**62%**	3%	9%	22%	42%	20%	4%
Awareness about unfair contract terms	**No**	**56%**	3%	9%	26%	40%	16%	7%
	Yes	**62%**	3%	10%	21%	43%	20%	4%

Base: all EU28 respondents (n = 22,751)

Finally, the trust in these organisations can also be affected by the degree that respondents have experienced problems related to consumer rights in the past. To test this, the confidence in the two organisations (Q8) was cross checked against the degree to which respondents had experienced the five specified problems in the past 12 months (Q14).

Both for national authorities (Table 110) and consumer associations (Table 111), the results only show very small differences between respondents that had experienced a problem *often* or *very often* and respondents that had experienced a problem *only rarely* or *never*. Regarding the national authorities, the biggest difference in consumer confidence is linked to experience with misleading or aggressive commercial practices (i.e., 41% for respondents who had experienced such problem more often vs. 50% for respondents that almost never experienced this problem). For consumer associations, the biggest difference is linked to the experience with unfair standard contract terms (respectively 62% vs. 53%) and with unclear or ambiguous standard contract terms (respectively 63% vs. 54%).

Table 110 Confidence in the national authorities conditional on having experienced consumer right problems (Q8)

		Agree / Strongly agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
Lack of indication of the unit price	Rarely or never	**49%**	4%	15%	27%	36%	13%	6%
	Very often or often	**45%**	11%	20%	20%	28%	17%	3%
Defective goods	Rarely or never	**48%**	4%	15%	27%	36%	13%	6%
	Very often or often	**48%**	10%	18%	22%	30%	18%	3%
Misleading or aggressive commercial practices	Rarely or never	**50%**	4%	14%	27%	36%	13%	6%
	Very often or often	**41%**	12%	23%	21%	27%	15%	3%
Unclear or ambiguous standard contract terms	Rarely or never	**49%**	4%	15%	26%	36%	13%	6%
	Very often or often	**44%**	12%	22%	20%	27%	16%	2%
Unfair standard contract terms	Rarely or never	**49%**	4%	15%	26%	36%	13%	6%
	Very often or often	**45%**	13%	20%	19%	28%	18%	3%

Base: all EU28 respondents that indicated that they indicated the problems *rarely or never* vs. *very often or often* (Q14; lack unit price indication n = 14,231 vs. n = 2,482; defective goods n = 14,706 vs. n = 2,135; misleading or aggressive commercial practices n = 13,635 vs. n = 3,449; unclear or ambiguous standard contract terms n = 14,452 vs. n = 2,483; unfair standard contract terms n = 15,280 vs. n = 2,036)

Table 111 Confidence in the consumer associations conditional on having experienced consumer right problems (Q8)

		Agree / Strongly agree	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
Lack of indication of the unit price	Rarely or never	**61%**	2%	9%	22%	43%	18%	5%
	Very often or often	**57%**	7%	12%	21%	37%	20%	3%
Defective goods	Rarely or never	**62%**	2%	8%	23%	44%	18%	5%
	Very often or often	**56%**	8%	13%	21%	35%	21%	2%
Misleading or aggressive commercial practices	Rarely or never	**62%**	2%	8%	23%	44%	18%	5%
	Very often or often	**55%**	7%	14%	22%	36%	19%	2%
Unclear or ambiguous standard contract terms	Rarely or never	**63%**	2%	8%	22%	44%	18%	5%
	Very often or often	**54%**	8%	13%	22%	33%	21%	3%
Unfair standard contract terms	Rarely or never	**62%**	2%	8%	22%	44%	18%	5%
	Very often or often	**53%**	9%	13%	21%	32%	20%	3%

Base: all EU28 respondents that indicated that they indicated the problems *rarely or never* vs. *very often or often* (Q14; lack unit price indication n = 14,231 vs. n = 2,482; defective goods n = 14,706 vs. n = 2,135; misleading or aggressive commercial practices n = 13,635 vs. n = 3,449; unclear or ambiguous standard contract terms n = 14,452 vs. n = 2,483; unfair standard contract terms n = 15,280 vs. n = 2,036)

In summary, when encountering consumer rights-related problems and turning for help to public authorities and consumer associations, only slightly more than half of all respondents were at least fairly satisfied with how they dealt with their problem. Similarly, only about half of all respondents were confident in the capabilities of these organisations to deal with consumer rights-related issues. While experience with consumer rights problems does not have a great effect on respondents' confidence in the organisations, increased awareness of their rights as a consumer does.

1.4.3. Relevance and benefits of consumer rights for consumers

First, respondents were asked about the ***importance of 10 given factors in their decision-making process when purchasing goods and services*** in four different sales channels (*Q1*). These factors included both practical aspects and consumer rights analysed in this survey.

The table below (Table 112) provides an overview of the importance of these 10 factors for all four scenarios together by showing the proportion of respondents who indicated that the factors are *important* or *very important*. The table also gives an indication of the number of respondents that made a purchase at the four types of traders at least *sometimes* in the past 12 months (Q11). This gives a first indication of how the frequency of shopping at certain types of traders is correlated with the importance of each of the factors. The factors that are related to consumer rights are presented in bold.

Table 112 Importance of factors in the decision-making process conditional on the type of trader (Q1)

	Offline trader in another EU country	Offline trader in own country	Online trader from another EU country	Online trader in own country
Respondents that purchased from these traders at least 'sometimes' (Q11)	*30%*	*91%*	*42%*	*80%*
Price	83%	89%	85%	89%
'Legal Guarantee' for goods	**80%**	**88%**	**83%**	**89%**
Clear and fair terms and conditions	**81%**	**86%**	**84%**	**88%**
Availability of means to obtain remedy or redress if something goes wrong	**79%**	**86%**	**82%**	**87%**
Delivery cost	69%	71%	82%	84%
Language	70%	77%	74%	80%
Delivery time	66%	70%	71%	75%
Indication of price per litre / per kilogram for relevant product types	66%	71%	66%	70%
Additional (commercial) guarantees offered by the seller or manufacturer	62%	68%	64%	67%
After-sales services offered by the seller / manufacturer	61%	71%	63%	70%

Base: all EU28 respondents (n = 22,751)

The three most important factors were the same for all four types of traders, namely price, the legal guarantee for goods, and clear and fair terms and conditions. After-sales services offered by the seller or manufacturer were the least important factor for goods and services bought from another EU country – either online (63%) or in a shop (61%). This is followed by additional commercial guarantees offered by the manufacturer, which is the least important factor for goods and services bought domestically – both online (67%) or in a shop (68%). Availability of means to obtain remedy or redress if something goes wrong was selected by at least four-fifths of respondents for all four traders, and *indication of price per litre / per kilogram* was selected by at least two-thirds of respondents for all four scenarios.

A focus on the degree that respondents purchase goods from the different types of shops (number of respondents that purchased goods at these shops at least *sometimes*; Q11) also provides interesting descriptive insights. Namely, respondents find the listed factors more important for shops that they frequent more often, which are in this case shops from their own country (as opposed to shops in another EU country). For example, the availability of means to obtain remedy or redress if something goes wrong is slightly more important for online shops (87%) and offline shops (86%) in respondents' own country than online shops (82%) and offline shops (79%) in another EU country. Conclusions about the most and least important factors are, however, very similar.

The importance of the relevant rights in consumers' decision-making process is further illustrated by comparing the results for respondents with different level of awareness of the specific rights. The proportion of respondents that indicated the relevant consumer rights factors as *important* or *very important* was cross-checked with whether respondents replied correctly to the question about the respective consumer right. The importance of *clear and fair terms and conditions* was checked both against the awareness of the consumer rights regarding unclear and unintelligible terms and regarding unfair contract terms (Table 113).

The results show that awareness does not have a large effect on the perceived importance for most of these consumer rights-related factors. An exception is the unit price indication. Awareness about the rules regarding the indication of unit price increased the perceived importance of this factor by more than 10 percentage points for all traders. For example, for purchases at an offline trader in another EU country, respondents that were aware of the unit price indication regulation found this factor far more important (71%) than respondents that were not aware (56%).

Table 113 Importance of factors in the decision-making process conditional on the awareness of consumer rights (Q1)[181]

		Offline trader in another EU country	Offline trader in own country	Online trader from another EU country	Online trader in own country
'Legal Guarantee' for goods	Not aware (length of the legal guarantee period)	76%	85%	80%	86%
	Aware (length of the legal guarantee period	**84%**	**91%**	**86%**	**92%**

[181] The results for countries and socio-demographic profiles are presented in section 2.11.1 of Annex 2

Clear and fair terms and conditions	Not aware (unclear and unintelligible terms)	76%	82%	80%	85%
	Aware (unclear and unintelligible terms)	**83%**	**88%**	**86%**	**90%**
	Not aware (unfair contract terms)	80%	85%	83%	87%
	Aware (unfair contract terms)	**82%**	**88%**	**86%**	**90%**
Indication of price per litre / per kilogram for relevant product types	Not aware (unit price information)	56%	62%	57%	60%
	Aware (unit price information)	**71%**	**76%**	**71%**	**74%**

Base: all EU28 respondents (n = 22,751)

To study the benefits of these consumer rights respondents were asked (Q9):

Based on your experience as a consumer, please indicate to what extent you have benefitted from the following consumer rights:

- **The right to see the price of products also per unit**
- **The right to a "legal guarantee"**
- **The right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts**
- **When the contract includes unclear or ambiguous general terms, the right to have these terms interpreted in the consumer's favour**
- **The right not to be bound by unfair terms and conditions**

As shown in Table 114 the right to see the price of products also per unit and the right to a "legal guarantee" were perceived to have delivered the greatest benefit to respondents, with a third of respondents saying that they had benefitted enormously/considerably from these two rights. In contrast, a third of the respondents said that they had not benefitted at all from the right not to be bound by unfair terms and conditions, the right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts, and the right to have unclear or ambiguous general terms interpreted in the consumer's favour**.** This reflects the fact that respondents regularly experience the benefits of the first two rights whereas the latter three rights are likely to be exercised less often.

Table 114 Consumers' benefits from consumer rights (Q9)

	You have benefitted enormously	You have benefitted considerably	You have benefitted moderately	You have benefitted slightly	You have not benefitted at all	Don't know
The right to see the price of products also per unit	**13%**	**22%**	23%	11%	15%	14%
The right to a "legal guarantee"	**12%**	**21%**	26%	13%	16%	13%

The right not to be bound by unfair terms and conditions	6%	11%	18%	12%	**32%**	21%
The right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts	6%	11%	17%	13%	**34%**	19%
When the contract includes unclear or ambiguous general terms, the right to have these terms interpreted in the consumer's favour	6%	11%	16%	12%	**34%**	21%

Base: all EU28 respondents (n = 22,751)

Respondents' benefits from these rights were further investigated at country level. Table 115 shows the percentage of respondents that had indicated that they *benefit enormously* or *considerably* from the five rights. It is noticeable that Lithuanian respondents had benefitted more than respondents from all other countries from 4 out of 5 of the consumer rights (all except the right to complain against misleading and aggressive practices). In contrast, Dutch respondents reported benefiting the least from these consumer rights. Regarding the right to the legal guarantee, the results for countries that have longer guarantee period/free choice of remedies are highlighted in yellow. Compared to the EU28 average (34%) only respondents in Lithuania (69%), Portugal (42%) and Greece (38%) reported benefitting more from this right.

Table 115 Consumers' benefits ('enormously' or 'considerably') from consumer rights at country-level (Q9)

	The right to see the price of products also per unit	The right to a "legal guarantee"	The right not to be bound by unfair terms and conditions	The right to complain against misleading and aggressive practices	The right to have ambiguous general terms interpreted in the consumer's favour
EU28	**37%**	**34%**	**17%**	**17%**	**17%**
Lithuania	64%	69%	59%	20%	56%
Czech Republic	46%	60%	33%	23%	35%
Estonia	51%	48%	16%	22%	19%
Austria	39%	45%	15%	27%	13%
Slovakia	36%	43%	15%	16%	16%
Portugal	44%	42%	21%	20%	21%
Germany	35%	41%	20%	14%	18%
Hungary	47%	39%	18%	23%	19%
Greece	42%	38%	17%	18%	18%
Denmark	38%	38%	16%	15%	17%

Spain	39%	37%	21%	20%	18%
Italy	40%	35%	19%	19%	21%
Norway	38%	34%	22%	27%	20%
Slovenia	28%	34%	11%	15%	12%
Croatia	31%	34%	10%	22%	14%
Malta	36%	33%	15%	19%	15%
Latvia	31%	33%	16%	17%	16%
Romania	42%	33%	9%	12%	12%
Poland	29%	32%	18%	26%	18%
Iceland	43%	32%	11%	27%	9%
Bulgaria	41%	31%	15%	8%	13%
Ireland	29%	30%	19%	19%	19%
Finland	39%	26%	10%	28%	11%
Luxembourg	38%	25%	10%	23%	7%
United Kingdom	29%	25%	18%	25%	18%
France	36%	21%	11%	18%	12%
Sweden	38%	20%	10%	22%	6%
Belgium	25%	19%	9%	11%	7%
Cyprus	22%	18%	10%	27%	10%
Netherlands	15%	15%	8%	15%	7%

Base: all respondents (n = 23,501)

Respondents' perceived benefits from consumer rights may differ depending on the frequency with which they have experienced problems with these rights. Table 116 shows however few differences in respondents' perceived benefits from consumer rights when they have experienced problems with the respective consumer rights (*very*) *often* versus *only sometimes or less*.

Table 116 Consumers' benefits ('enormously' or 'considerably') from consumer rights dependent on frequency of the respective consumer rights problems (Q9, Q14)

			You have benefitted enormously	You have benefitted considerably	You have benefitted moderately	You have benefitted slightly	You have not benefitted at all	Don't know
Consumer Rights problem	Lack of unit price indication	(Very) often	14%	15%	24%	27%	17%	3%
		Sometimes or less	16%	11%	23%	22%	12%	16%
	Defective goods	(Very) often	14%	15%	21%	26%	20%	4%
		Sometimes or less	16%	12%	26%	20%	11%	14%
	Misleading or aggressive commercial practices	(Very) often	37%	16%	17%	14%	10%	6%
		Sometimes or less	34%	12%	17%	11%	5%	21%
	Unclear or ambiguous standard contract terms	(Very) often	32%	15%	18%	17%	11%	7%
		Sometimes or less	35%	11%	16%	10%	5%	23%

	Unfair standard contract terms	(Very) often	27%	17%	18%	19%	13%	6%
		Sometimes or less	32%	11%	18%	11%	5%	23%

Base: all EU28 respondents (n = 22,751)

The degree that respondents have benefitted from the consumer rights was cross-checked against consumer's awareness of these rights. Concretely, the benefits from consumer rights were compared for respondents that were aware versus those that were not aware of the respective right (as measured by questions Q2 to Q6). The results in Table 117 show that for *unit price indication*, the *legal guarantee* and *unclear and unintelligible contract terms* the respondents with high awareness of the specific consumer rights actually believe that they have benefitted more from the respective right (*enormously* or *considerably*), while for the other consumer rights the awareness does not have a considerable effect.

Table 117 Consumers' benefits from consumer rights conditional on consumers' awareness about the specific consumer right (Q9)

		You have benefitted enormously	You have benefitted considerably	You have benefitted moderately	You have benefitted slightly	You have not benefitted at all	Don't know
Awareness about unit price	**No**	6%	17%	23%	12%	21%	21%
	Yes	**16%**	**25%**	**24%**	**11%**	**13%**	**11%**
Awareness about the legal	**No**	9%	17%	24%	14%	19%	16%
	Yes	**15%**	**24%**	**27%**	**12%**	**13%**	**9%**
Awareness about misleading or aggressive	**No**	6%	14%	18%	11%	30%	21%
	Yes	**5%**	**11%**	**17%**	**13%**	**36%**	**18%**
Awareness about unclear or unintelligible	**No**	4%	9%	15%	10%	34%	29%
	Yes	**7%**	**12%**	**17%**	**12%**	**35%**	**18%**
Awareness about unfair contract	**No**	6%	12%	18%	11%	30%	23%
	Yes	**5%**	**11%**	**18%**	**12%**	**34%**	**19%**

Base: all EU28 respondents (n = 22,751)

As regards specifically the relevance of the information requirements of the Unfair Commercial Practices Directive in ***advertisements (both online and offline)*** the respondents were asked:

"When you see an online advertisement or advertisement on a poster for a good or a service, how important is it for you to receive the following information already in the advertisement? Note that you will receive all the same and even more information about the product and contract terms when actually visiting the (online) shop concerned."

Table 118 shows that respondents find especially price information (80%), details about the product or service (75%) and information about additional delivery charges (74%)

important (*important* or *very important*). All listed pieces of information, however, are perceived as at least somewhat important (i.e., more than 50% of all respondents considered all information at least *important*).

Table 118 Perceived importance of information presented in advertisement (Q10)

	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know / Not applicable
Price of the product or service, including taxes	56%	24%	10%	5%	2%	4%
Details about the product or service	42%	33%	14%	6%	2%	4%
Any additional delivery charges	45%	29%	13%	6%	3%	4%
Name of the seller or service provider	40%	30%	16%	8%	3%	4%
Information about delivery arrangements	34%	33%	17%	9%	4%	4%
Existence of the right of withdrawal from the contract (cancellation right)	40%	27%	15%	9%	5%	4%
Information about possible payment methods	34%	31%	17%	9%	5%	4%
Geographical address of the seller or service provider	31%	29%	20%	11%	5%	4%
Price per measurement unit of a product where relevant	28%	31%	21%	11%	5%	4%
Other information about the performance of contract	25%	33%	21%	11%	5%	5%
Information about complaint handling	28%	29%	20%	12%	7%	5%

Base: all EU28 respondents (n = 22,751)

Tables 119 and 120 present more information about the importance of information in advertisements by socio-demographic profiles and at country-level.

Table 119 Perceived importance of information presented in advertisement at country-level (Q10)

	Details about the product or service	Name of the seller or service provider	Geographical address of the seller or service provider	Price of the product or service, including taxes	Price per measurement unit of a product where relevant	Any additional delivery charges	Information about possible payment methods	Information about delivery arrangements	Other information about the performance of contract	Information about complaint handling	Existence of the right of withdrawal from the contract
EU28	**88%**	**86%**	**79%**	**90%**	**79 %**	**86 %**	**82 %**	**83 %**	**78 %**	**76 %**	**82 %**
Malta	95%	96%	90%	98%	85%	93%	87%	91%	89%	88%	89%
Romania	95%	92%	83%	95%	89%	93%	91%	90%	87%	87%	91%
Portugal	91%	88%	83%	93%	86%	90%	89%	89%	88%	86%	90%
Italy	91%	89%	88%	92%	87%	91%	89%	87%	85%	85%	88%
Spain	91%	85%	81%	91%	86%	90%	87%	89%	83%	87%	87%
Bulgaria	94%	86%	78%	95%	83%	90%	88%	89%	81%	86%	88%
Luxembourg	94%	93%	84%	96%	80%	91%	85%	87%	80%	72%	82%
Greece	91%	80%	75%	93%	83%	91%	89%	83%	78%	83%	88%
Slovenia	91%	90%	79%	96%	79%	90%	87%	83%	77%	77%	83%
Hungary	89%	84%	77%	91%	77%	88%	88%	88%	83%	81%	83%
Poland	88%	88%	82%	89%	82%	86%	83%	85%	81%	80%	85%
Slovakia	90%	89%	84%	93%	78%	89%	83%	85%	77%	76%	81%
Iceland	94%	93%	78%	95%	83%	91%	79%	87%	77%	71%	74%
Cyprus	85%	76%	75%	95%	78%	88%	88%	85%	82%	81%	85%
Austria	90%	89%	82%	93%	77%	85%	79%	82%	82%	73%	76%
France	88%	84%	80%	89%	85%	85%	81%	83%	77%	72%	83%
Croatia	91%	80%	76%	94%	73%	91%	85%	86%	75%	71%	83%
Estonia	83%	85%	74%	90%	83%	86%	82%	85%	75%	69%	81%
Ireland	88%	86%	79%	87%	73%	85%	81%	82%	77%	76%	79%
Czech Republic	89%	85%	72%	91%	78%	85%	79%	81%	73%	75%	80%
Germany	86%	86%	80%	88%	74%	82%	79%	78%	79%	73%	77%
Belgium	84%	83%	78%	89%	77%	84%	77%	80%	75%	73%	81%
Lithuania	86%	75%	72%	88%	79%	85%	83%	85%	79%	70%	79%
Finland	86%	87%	75%	89%	76%	85%	77%	77%	72%	65%	78%
United Kingdom	87%	86%	74%	87%	73%	84%	77%	79%	72%	70%	77%
Sweden	87%	84%	69%	90%	76%	85%	74%	78%	73%	71%	76%
Latvia	86%	75%	68%	86%	70%	83%	73%	80%	69%	63%	73%
Netherlands	83%	79%	70%	90%	61%	84%	72%	75%	67%	62%	74%
Denmark	76%	80%	66%	81%	64%	75%	66%	70%	63%	60%	68%
Norway	76%	74%	59%	81%	63%	74%	62%	66%	64%	59%	66%

Base: all respondents (n = 23,501)

Table 120 Perceived importance of information presented in advertisement for socio-demographic profiles (Q10)

	Details about the product or service	Name of the seller or service provider	Geographical address of the seller or service provider	Price of the product or service, including taxes	Price per measurement unit of a product where relevant	Any additional delivery charges	Information about possible payment methods	Information about delivery arrangements	Other information about the performance of contract	Information about complaint handling	Existence of the right of withdrawal from the contract
EU28	**88%**	**86%**	**79%**	**90%**	**79%**	**86%**	**82%**	**83%**	**78%**	**76%**	**82%**
EU15	88%	85%	79%	90%	79%	86%	82%	82%	78%	76%	81%
EU13	90%	87%	80%	91%	82%	88%	85%	86%	81%	80%	85%
Male	87%	84%	78%	89%	79%	85%	81%	82%	78%	76%	81%
Female	89%	87%	80%	91%	80%	87%	83%	83%	79%	77%	82%
18-34	82%	79%	68%	84%	72%	78%	73%	74%	69%	64%	72%
35-54	89%	86%	80%	90%	80%	87%	83%	83%	79%	76%	82%
55+	92%	90%	86%	93%	84%	91%	87%	88%	84%	84%	88%
Low education level	88%	85%	82%	89%	82%	87%	84%	85%	81%	82%	84%
Medium education level	89%	87%	81%	90%	80%	88%	84%	84%	80%	78%	83%
High education level	89%	86%	78%	91%	80%	86%	81%	83%	78%	75%	81%
Metropolitan	88%	85%	77%	89%	79%	85%	80%	82%	78%	76%	81%
Other urban	89%	85%	79%	90%	80%	87%	83%	83%	79%	77%	82%
Rural	87%	86%	81%	90%	79%	86%	82%	83%	79%	75%	82%
Easy to make ends meet	88%	87%	78%	91%	78%	86%	79%	82%	77%	73%	80%
Difficult to make ends meet	89%	86%	81%	90%	81%	87%	85%	85%	81%	79%	84%

Base: all EU28 respondents (n = 22,751)

1.4.4. The role of consumer rights in cross-border trade

This section focuses on the survey questions regarding offline purchases in other EU countries. First, respondents were asked how often they travelled in the past 12 months to another EU country to buy durable consumer goods (e.g., household appliances, electronic devices, cars, etc.) (Q29). The results in Table 119 indicate that EU28 respondents do not often travel to other EU countries for buying such products: 80% of the respondents said that they *rarely* or *never* travelled to another EU country on such purposes. In contrast, only 12% of the respondents replied that they sometimes do so and only 5% of respondents reported buying durable goods in other EU countries *often* or *very often*.

Table 121 also presents the findings on country-level. When looking at which respondents only *rarely* or *never* shop for durable goods in another EU country, both EU13 countries such as Hungary (90%) and Estonia (87%), but also EU15 countries, such as Sweden (89%) and the Netherlands (88%) report high values. In contrast, respondents in Luxembourg (30%) and Italy (28%) are those most often shopping for durable goods in other EU countries.

Table 121 Purchases of durable consumer goods in another EU country at country-level (Q29)

	Very often	Often	Sometimes	Rarely	Never	Don't know
EU28	**1%**	**4%**	**12%**	**18%**	**62%**	**3%**
Austria	1%	3%	11%	23%	60%	2%
Belgium	1%	4%	13%	17%	61%	4%
Bulgaria	2%	5%	10%	27%	54%	2%
Cyprus	3%	4%	17%	12%	63%	1%
Czech Republic	1%	4%	14%	22%	57%	3%
Germany	1%	3%	10%	19%	64%	3%
Denmark	1%	3%	14%	20%	57%	4%
Estonia	0%	3%	7%	20%	67%	3%
Greece	1%	4%	11%	18%	65%	1%
Spain	1%	7%	17%	16%	58%	1%
Finland	0%	3%	9%	19%	64%	4%
France	1%	4%	10%	15%	67%	4%
Croatia	2%	4%	14%	27%	52%	2%
Hungary	1%	2%	4%	11%	79%	3%
Ireland	3%	5%	14%	19%	57%	3%
Italy	2%	9%	17%	22%	47%	2%
Lithuania	2%	4%	13%	26%	50%	4%
Luxembourg	3%	10%	17%	27%	41%	3%
Latvia	1%	2%	11%	28%	56%	3%
Malta	3%	7%	15%	15%	59%	1%
Netherlands	0%	2%	8%	14%	74%	2%
Poland	2%	3%	12%	22%	59%	3%
Portugal	2%	4%	14%	23%	55%	3%
Romania	2%	4%	12%	23%	56%	2%
Sweden	1%	1%	6%	15%	74%	3%
Slovenia	2%	4%	12%	25%	55%	3%
Slovakia	1%	3%	13%	20%	61%	1%
United Kingdom	3%	4%	10%	8%	72%	3%

Iceland	1%	2%	9%	18%	70%	0%
Norway	1%	6%	18%	27%	43%	4%

Base: all respondents (n = 23,501)

Men were more likely than women to shop in other EU countries (higher values for the answer categories between *rarely* and *very often*) and younger respondents (18-34 year olds) were more likely to shop in other EU countries.

Table 122 Purchases of durable consumer goods in another EU country by socio-demographic profiles (Q29)

	Very often	Often	Sometimes	Rarely	Never	Don't know
EU28	**1%**	**4%**	**12%**	**18%**	**62%**	**3%**
EU15	1%	5%	12%	17%	63%	3%
EU13	2%	3%	12%	22%	59%	2%
Male	**2%**	**5%**	14%	20%	57%	2%
Female	1%	4%	10%	16%	66%	3%
18-34	**3%**	**8%**	15%	19%	50%	5%
35-54	1%	4%	13%	18%	61%	2%
55+	1%	2%	9%	16%	71%	1%
Low education level	2%	3%	9%	15%	67%	3%
Medium education level	1%	3%	10%	17%	67%	2%
High education level	2%	5%	14%	19%	57%	2%
Metropolitan	3%	7%	14%	19%	55%	3%
Other urban	1%	4%	12%	18%	63%	3%
Rural	1%	2%	9%	15%	70%	3%
Easy to make ends meet	2%	5%	12%	19%	60%	2%
Difficult to make ends meet	2%	5%	10%	15%	65%	2%

Base: all EU28 respondents (n = 22,751)

Given the high number of consumers that never bought durable consumer products in other EU countries, it is interesting to investigate which ***factors consumers find important for buying products in a shop in another country*** (*Q30*). The perceived importance was measured for six different factors, both practical and legal:

- Additional time and costs for delivery from abroad;
- Different language spoken by the foreign seller;
- Differences in consumer rights if the good purchased turns out to be defective;
- Availability of additional (commercial) guarantees;
- Availability of after-sales services;
- Return policies of the foreign shop.

Respondents reported the *return policies of the foreign shop* (74%), *differences in consumer rights for defective goods* (72%) and *additional time and costs for delivery* (71%) as the three most important factors (*important* or *very important*, see Table 123). In contrast, the *different language spoken by the foreign seller* (13%) and the *availability of additional (commercial) guarantees* (10%) was perceived as the least important (*not important at all* or *slightly important*).

Table 123 Importance of factors when buying durable consumers goods in another EU country (Q30)

	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know / Not applicable
Return policies of the foreign shop	46%	28%	11%	5%	2%	8%
Differences in consumer rights if the good purchased turns out to be defective	42%	30%	13%	5%	2%	9%
Additional time and cost for delivery from abroad	41%	30%	14%	5%	2%	8%
Availability of after-sales services	40%	28%	15%	6%	3%	8%
Availability of additional (commercial) guarantees	36%	30%	16%	7%	3%	8%
Different language spoken by the foreign seller	33%	27%	18%	8%	5%	8%

Base: all EU28 respondents (n = 22,751)

Further analysis looks at the respondents that considered the different factors as *very important* or *important* at the country-level (Table 124). Additional time and cost for delivery from abroad was relatively important for all countries. Norway shows the lowest values of all countries (45% vs. 71% for the EU28 average) whilst Malta has the highest values for all categories.

Table 124 Importance of factors when buying durable consumers goods in another EU country at country-level (Q30)

	Additional time and cost for delivery from abroad	Different language spoken by the foreign seller	Differences in consumer rights if the good purchased turns out to be defective	Availability of additional (commercial) guarantees	Availability of after-sales services	Return policies of the foreign shop
EU28	**71%**	**60%**	**72%**	**66%**	**68%**	**74%**
Malta	85%	78%	90%	81%	85%	88%
Portugal	83%	62%	82%	80%	80%	84%
Romania	82%	66%	84%	76%	76%	84%
Spain	80%	69%	78%	78%	77%	81%
Italy	79%	68%	79%	75%	73%	79%
Greece	77%	62%	79%	76%	78%	80%
Bulgaria	77%	72%	80%	78%	74%	81%
Slovenia	75%	63%	77%	67%	66%	84%
Poland	74%	63%	74%	69%	57%	76%
Cyprus	74%	56%	71%	66%	72%	69%
Estonia	72%	56%	72%	64%	59%	76%
Ireland	72%	66%	73%	69%	69%	72%
Luxembourg	71%	43%	68%	63%	81%	77%
Austria	71%	56%	73%	65%	73%	80%
Lithuania	71%	66%	77%	67%	55%	76%
Hungary	70%	58%	81%	76%	69%	77%
France	70%	62%	67%	62%	71%	72%
Slovakia	70%	54%	69%	68%	63%	75%
Germany	68%	54%	67%	62%	67%	71%
United Kingdom	68%	62%	68%	60%	65%	69%
Belgium	66%	50%	67%	62%	70%	68%
Croatia	65%	51%	65%	63%	67%	74%
Latvia	65%	56%	65%	54%	67%	68%
Iceland	64%	53%	75%	47%	64%	70%
Sweden	63%	50%	67%	56%	46%	67%
Czech Republic	62%	60%	71%	67%	62%	70%
Netherlands	55%	41%	58%	46%	65%	61%
Denmark	54%	45%	63%	52%	44%	63%
Finland	49%	38%	65%	41%	48%	63%
Norway	45%	30%	49%	38%	39%	49%

Base: all respondents (n = 23,501)

Findings for socio-demographic differences (Table 125) show that, while all factors are perceived as important among all demographic groups, there are some notable differences. EU13 respondents find all factors, except the *availability of after-sales services* significantly more important than EU15 respondents. Particularly noticeable differences can be found for the *availability of additional guarantees* and *differences in*

consumer rights that are more important for EU13 than EU15 respondents – respectively, 71% vs. 65% and 76% vs. 71%.

Further socio demographic analyses show that:

- Women find all six factors more important than men.
- Age also influences the perceived importance of these factors, in particular, older respondents find all factors more important than younger respondents.
- Respondents who find it difficult to make ends meet find all six factors more important than respondents who easily make ends meet.

Table 125 Importance of factors when buying durable consumers goods in another EU country by socio-demographic profiles (Q30)

	Additional time and cost for delivery from abroad	Different language spoken by the foreign seller	Differences in consumer rights if the good purchased turns out to be defective	Availability of additional (commercial) guarantees	Availability of after-sales services	Return policies of the foreign shop
EU28	**71%**	**60%**	**72%**	**66%**	**68%**	**74%**
EU15	71%	60%	71%	65%	69%	73%
EU13	73%	62%	76%	71%	65%	77%
Male	69%	57%	70%	64%	66%	72%
Female	74%	64%	74%	69%	71%	76%
18-34	63%	50%	62%	56%	56%	64%
35-54	72%	61%	72%	66%	68%	75%
55+	76%	67%	78%	74%	76%	81%
Low education level	71%	65%	73%	69%	72%	74%
Medium education	73%	64%	74%	69%	70%	76%
High education level	72%	58%	72%	66%	68%	74%
Metropolitan	72%	60%	73%	67%	68%	74%
Other urban	71%	61%	72%	67%	68%	75%
Rural	70%	60%	71%	66%	69%	74%
Easy to make ends	71%	57%	71%	64%	66%	74%
Difficult to make ends	74%	65%	74%	70%	71%	76%

Base: all EU28 respondents (n = 22,751)

The importance of these different factors can also be linked to the actual cross-border shopping experiences of the consumer. Therefore, Table 126 compares the perceived importance of factors when buying durable consumer goods in another EU country for respondents that shop (at least *sometimes*) versus don't shop (*rarely* or *never*) for durable goods in other EU countries (Q29). The results indicate that on average, respondents that don't shop abroad perceive the presented factors as more important

(*important* or *very important*). For example, almost three-fourth of the respondents that rarely or never shop abroad for durable consumer goods think that additional time and cost for delivery from abroad is an important issue for them (74%), compared to 65% for those respondents that do shop in other EU countries. This trend can be observed consistently across all other factors. A possible explanation is that respondents do not shop abroad (partly) because they are worried about these factors.

Table 126 Importance of factors when buying durable consumer goods in another EU country conditional on how often such purchases are made abroad (Q30)

		Important / Very important	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know
Additional time and cost for delivery from abroad	Shops rarely or less abroad	**74%**	44%	30%	12%	4%	2%	8%
	Shops at least 'sometimes' abroad	**65%**	29%	36%	22%	8%	3%	2%
Different language spoken by the foreign seller	Shops rarely or less abroad	**63%**	36%	27%	16%	8%	5%	9%
	Shops at least 'sometimes' abroad	**56%**	25%	31%	26%	12%	5%	2%
Differences in consumer rights if the good purchased turns out to be defective	Shops rarely or less abroad	**74%**	46%	29%	11%	4%	2%	9%
	Shops at least 'sometimes' abroad	**67%**	31%	36%	22%	7%	2%	2%
Availability of additional commercial guarantees	Shops rarely or less abroad	**68%**	39%	30%	14%	6%	3%	8%
	Shops at least 'sometimes' abroad	**64%**	29%	35%	23%	9%	2%	2%
Availability of after-sales services	Shops rarely or less abroad	**71%**	43%	28%	13%	5%	3%	8%
	Shops at least 'sometimes' abroad	**63%**	31%	32%	23%	9%	3%	2%

Return policies of the foreign shop	Shops rarely or less abroad	**77%**	50%	27%	9%	4%	2%	8%
	Shops at least 'sometimes' abroad	**67%**	34%	33%	21%	8%	2%	2%

Base: EU28 respondents that answered in Q29 *rarely or less* (n = 18,100) and *at least sometimes* (n =4,055)

When comparing the findings regarding the importance of the rights concerning defective goods with the degree that problems in this area were reported in general (Q14, presented in Table 23) it appears that respondents reporting more problems with defective goods also perceived the differences of consumer rights in this area as more important.

Furthermore, Table 127 presents the perceived importance of the differences in consumer rights regarding defective goods between respondents that are aware versus unaware of their rights regarding (1) the legal guarantee period and (2) the order of remedies for defective goods. The results show that the perceived importance of differences in consumer rights for defective goods is higher for respondents that are aware about the legal guarantee period (76% vs. 69%) and about the order of remedies for defective goods (75% vs. 70%).

Table 127 Importance of 'Differences in consumer rights if the good purchased turns out to be defective' conditional on consumer right awareness (Q30, Q3, Q32)

		Important / Very important	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know
Awareness about legal guarantee period	**No**	**69%**	40%	29%	13%	5%	2%	11%
	Yes	**76%**	45%	31%	13%	4%	1%	6%
Awareness about the order of remedies for defective goods	**No**	**70%**	41%	29%	13%	5%	2%	10%
	Yes	**75%**	44%	31%	13%	4%	2%	6%

Base: all EU28 respondents (n = 22,751)

2. UCPD Mystery Shopping

2.1. Introduction and background

The UCPD mystery shopping studies the **Unfair Commercial Practices Directive (UCPD)** and, in particular,the possibilities of **individual consumer redress in the case of misleading marketing practices in retail trade**.

The UCPD prohibits unfair commercial practices and especially misleading and aggressive commercial practices. It does not, however, provide for any individual right of redress for consumers who have been victims of unfair commercial practices. This mystery shopping exercise explored situations where consumers purchase products based on misleading or promotional claims about the offer and then attempt to seek individual redress. **The aim was to investigate traders' willingness to voluntarily offer remedies** in such situations **and the types of remedies offered**. Furthermore, this mystery shopping also aimed at comparing the effectiveness of seeking remedies in relation to misleading commercial practices with the exercise of the right of withdrawal from the contract, which is an EU-wide consumer right under the Consumer Rights Directive.

The mystery shopping exercise contributes to answering the following research questions (see Table 128):

Table 128 Research questions addressed

No	Topic	Analytical question	Operationalisation/Specific research questions
1	Consumer experience	To what extent do consumers encounter problems while exerting their rights (including the nature, frequency and scale of these problems)?	To what extent do consumers experience problems when seeking remedies from retailers based on misleading marketing practices?
2	Consumer experience	What actions do consumers take when their rights are breached? Why (or why not) did they take these actions?	How willing are retailers to offer remedies? What types of remedies are offered? How long did it take to be offered a remedy?
3	Consumer experience	How often do consumers obtain a remedy or redress to their problem?	How satisfied are consumers with the remedy/redress offered?

2.2. Identification of misleading marketing practices for mystery shopping

The first and most crucial step of implementing this mystery shopping exercise was to identify a sufficient number of likely unfair marketing practices that mystery shoppers would have to process in their respective countries. Due to the short-lived nature of the

often illegal commercial practices and the overall timeline of this study, the unfair practices had to be identified and selected within a very short timeframe, and the actual mystery shopping exercise had to take place immediately thereafter, in order to ensure that the sellers or service providers were still engaging in the identified practice during the mystery shopping.

To do this, the process started with preparing a non-exhaustive list of the relevant types of misleading marketing practices. This list served as a basis for briefing the country experts who were tasked with the identification of the actual misleading practices in their country (see the following section). This descriptive list included practices from the so called "blacklist" of banned unfair commercial practices[183] annexed to the UCPD and practices likely to be prohibited under Articles 6 and 7 of the UCPD. The UCPD Guidance[184] further informed on the definition and scope of such practices in real life online buying context.

2.2.1. Sectors and products covered

Given the challenges of identifying misleading commercial practices, a broad range of markets was covered. The ECCRS complaints database[185] (see Table 129) showed that other than travel services, the clothing and electronic goods (both ICT and non-ICT) sectors were important to investigate because of the high number of complaints concerning unfair commercial practices. This UCPD mystery shopping exercise therefore concerned the following products listed in the ECCRS database:

- Clothing (including tailor-made goods and footwear);
- Electronic goods (non-ICT/recreational);
- Information and communication technology (ICT) goods;
- Mobile telephone services

In contrast, misleading commercial practices in the airlines, hotels and other holiday accommodations sectors, which are also part of the top 10 sectors of the ECCRS complaints database, were excluded from this mystery shopping study. This choice was driven by the second goal of this exercise, which aims to compare the remedies for misleading practices with the right of withdrawal under the Consumer Rights Directive. The withdrawal right does not apply to passenger transport and hotel reservations.

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183 http://ec.europa.eu/justice/consumer-marketing/unfair-trade/unfair-practices/is-it-fair/blacklist/index_en.htm

184 http://ec.europa.eu/consumers/consumer_rights/unfair-trade/unfair-practices/index_en.htm

185 The European Consumer Complaints Registration System (ECCRS) – version as updated on 7 June 2016. http://81.247.254.96/QvAJAXZfc/opendoc.htm?document=Harmonised_Consumer_Complaints.qvw&host=QVS%40vsrv1463&anonymous=true

Table 129 Number of complaints per sector (top 10) related to Unfair Commercial Practices (from the ECCRS complaints database)

Sector	Number of complaints (Unfair Commercial Practices)
Airlines	35963
Clothing (including tailor-made goods) and footwear	**19088**
Electronic goods (non-ICT/recreational)	**17799**
Information and communication technology (ICT) goods	**17713**
Furnishings	17023
Mobile telephone services	**16149**
Internet services	14478
Hotels and other holiday accommodation	14156
Fixed telephone services	12812
Leisure goods (sports equipment, musical instruments, etc.)	12766

2.2.2. Mystery shopping exercises per country

Two country experts were hired by GfK in each of the selected Member States who were tasked with identifying specific cases of misleading marketing practices in their countries. The first expert searched for new cases, while the second, more senior, expert validated these cases. These experts were briefed by GfK to help them identify misleading marketing practices that would be appropriate for the needs of this exercise.

An initial list of misleading practices in one country (France) was prepared in cooperation with a legal expert. It served as example for compiling similar lists for other countries. In addition, GfK prepared an extensive briefing document for the country experts that explained the purpose of the mystery shopping exercise (i.e. seeking individual redress from the trader on the grounds that the product has been sold through unfair commercial practice and described the remedies sought, such as termination of the contract and full or partial refund).

In conjunction with this briefing document, a training session was organized by GfK with all country experts in person or via means of a video conference. This session briefly introduced the project and their task, followed by a comprehensive overview of the briefing document. The search procedure for misleading commercial practices was conducted during one week in each country. After validation of the practices by the country experts, GfK and the European Commission, this process resulted in a final approved list of practices to be used for the mystery shopping exercise. Since the first

search round resulted in only a very too limited number of validated practices, a second and third session were organized with new country experts for all the involved countries. The exercise was also extended to four additional countries (UK, Ireland, Malta and Belgium), in addition to the original 8 countries.

In total, 100 cases of misleading practices in 12 EU countries (see Table 130) were validated for the mystery shopping. The selected cases were compliant with the following requirements:

- They were strictly limited to illegal practices that involve a purchase and, hence, loss of money.
- The nature of the unfair practices made it possible for mystery shoppers to claim remedies for the misleading practices immediately after the purchase and to link the claim directly to the misleading practice. This excluded all possible misleading commercial practices that did not involve a direct sale (e.g., various misleading advertorials) and practices that would require more time to prepare a claim (e.g. claims related to misleading information about the length of the legal guarantee for goods where the good concerned would need to turn out defective and a paid-for repair would have to be carried out before presenting a claim for remedies).

To protect the mystery shoppers when purchasing goods from traders engaging in unfair practices, GfK provided mystery shoppers credit card details they could use in their interactions. Nevertheless, completing the mystery shopping proved challenging. Out of the original set of 100 validated cases, 44 cases could not be completed due to various issues (see section 3.2 for further explanation).

Table 130 Number of approved and completed cases per country

Country	Number of approved cases	Number of completed cases
Bulgaria	11	7
Finland	4	4
France	12	7
Germany	28	9
Greece	0	0
Netherlands	14	9
Poland	10	7
Portugal	0	0
United Kingdom	2	2
Ireland	6	6
Belgium	9	4
Malta	4	1
TOTAL	100	56

2.3. Methodology: Mystery shopping scenario and survey

2.3.1. Structure of the mystery shopping exercise

The mystery shopping scenario for this exercise was structured similarly for all sampled sectors, products and misleading marketing practices. The mystery shopping exercise

consisted of 6 steps. The total duration of each mystery shopping exercise was approximately 2 hours in total, including all 6 steps outlined below.

Step 1: Agreement to participate

Candidates for the role of mystery shoppers were asked to read a general briefing document which described the overall goal of the exercise and outlined the steps they had to take throughout the process and the overall timeline of the exercise. After reading the briefing document, a proportion of candidates agreed to participate in the project. Mystery shoppers were also able to ask the project coordinators specific questions if anything was unclear during the course of the exercise.

Step 2: Specific task assignment

The confirmed mystery shoppers received a set of specific instructions they had to follow throughout the exercise. These instructions included the case of misleading marketing practices the mystery shopper had to to investigated and details about the respective retailer. Moreover, the shoppers were given the link to the specific product/service concerned by the unfair practice that they had to purchase as well as the payment details they had to use during the shopping process. The first task of mystery shoppers was to check if the misleading marketing practice was still ongoing at the time of the exercise. If this was not the case, the mystery shoppers had to report this and the exercise was terminated.

Step 3: Product/service acquisition

At this stage, mystery shoppers acquired the specific product or service outlined in the briefing document. They were provided with an assessment sheet to document their experience in the shopping stage.

Step 4: Consumer complaint and sellers' willingness to offer remedies

After acquiring the product or service, mystery shoppers attempted to seek a remedy from the involved retailer, complaining about the misleading marketing practice as described in the briefing document. They reported the practice as misleading and asked the seller to acknowledge this and offer a remedy, without specifying which remedy. Traders' willingness to offer remedies, the type of remedy offered and the ease of the communicating with the retailer (agreement to offer a refund, timing) were all tested during this stage.

Step 5: Exercise of the right of withdrawal

After receiving and recording the traderss responses to their complaints regarding unfair commercial practices, mystery shoppers attempted to withdraw from the purchase within the legal period of 14 days from delivery of goods/ conclusion of service contract, which applies to online purchases. This happened regardless of the type of remedy offered by the seller or service provider,

Step 6: Mystery shopping survey

The last step of the mystery shopping exercise consisted of an online survey that shoppers were required to fill in. The briefing document that they were provided with beforehand included an outline of the questions that would be asked in the online survey and requested them to pay specific attention to these topics throughout the mystery shopping exercise. The survey focussed both on the outcomes of the mystery shopping exercise (e.g. the type of remedy offered) as well as mystery shoppers' experiences and

perceptions of sellers' readiness to offer remedies. The survey was developed by GfK in coordination with the Commission

2.3.2. Types of misleading practices investigated

Based on extensive desk research conducted by country experts (see section 2.1.2), **100 cases** were identified and validated across all countries. Table 3 shows that most cases were identified in Germany (28 cases), but also in the Netherlands (14 cases), France (12 cases), Bulgaria (11 cases) and Poland (10 cases) a noticeable number of misleading practices were identified and included in the sample. In contrast, in Finland (4 cases), Malta (4 cases) and the UK (2 cases) only few cases were found, while no misleading practices that would be appropriate for this exercise were found in Portugal and Greece.

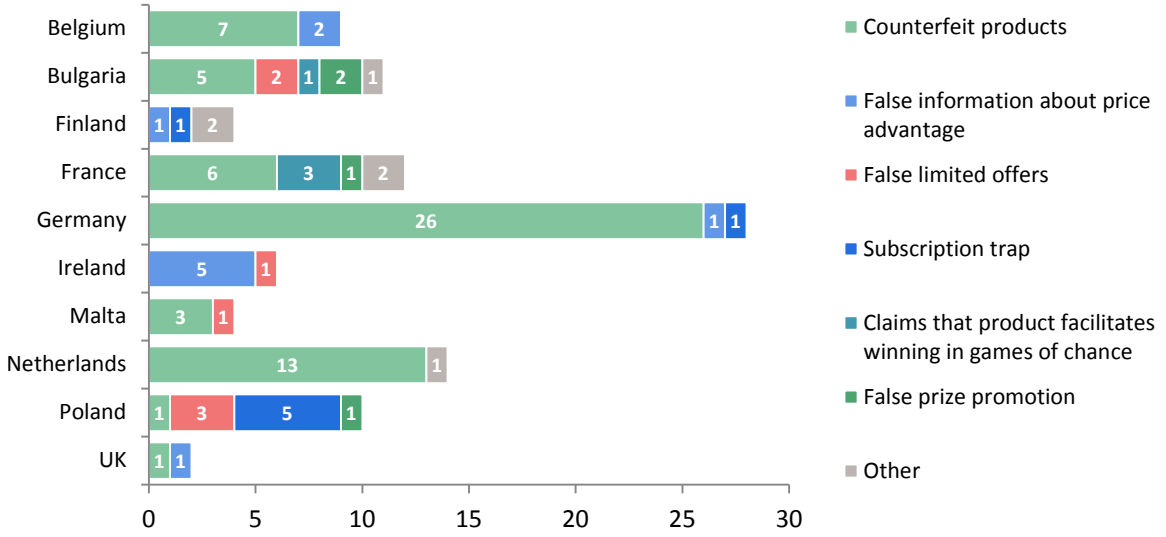
The number of identified misleading commercial practices already provides some insights into the prevalence of different types of unfair commercial practices (see Table 131). Almost two third of the identified unfair practices were related to the sale of *counterfeit products falsely* presented as original products (62%). In addition, *false information about price advantage* (10%), *false limited offers* (7%) and *subscription traps* (i.e., retailers that try to trick consumers into purchasing a subscription; 7%) also occurred relatively often. Only very few cases of *drip pricing*, *false 'free' claims,* false *health claims* and misleading *marketing of commercial guarantees* (all 1%) were identified.

Table 131 Types of misleading practices

Type of misleading practice	Count	Percentage
Counterfeit products	62	62%
False information about price advantage	10	10%
False limited offers	7	7%
Subscription trap	7	7%
Claims that product facilitates winning in games of	4	4%
False prize promotion	4	4%
False environmental claims	2	2%
Drip pricing	1	1%
False 'free' claims	1	1%
False health claims	1	1%
Misleading marketing of commercial guarantees	1	1%

Figure 17 shows the country distribution of these types of unfair practices. In order to make this overview more palatable at country-level, the categories of drip pricing, false environmental claims, false 'free' claims, false health claims and misleading marketing of commercial guarantees were bundled into the 'other' category. The findings show that, for example, most identified misleading practices in Poland were related to subscription traps, while this practice was almost never encountered in other countries. The sale of counterfeit products was generally the most common type of misleading practices identified in this mystery shopping. It was especially prominent in Germany and in the Netherlands.

Figure 17 Types of misleading practices by country



2.4. Results

The aim of the UCPD mystery shopping was to provide insights into consumers' possibilities to obtain redress for purchases that were based on misleading claims about the offer as defined by the Unfair Commercial Practice Directive (UCPD). Concretely, the current mystery shopping examined whether retailers engaging in unfair commercial practices were **willing to offer remedies** to mystery shoppers that were "misled" by these practices.

The findings in this chapter suggest that traders engaging in unfair commercial practices are unlikely to react positively to consumers' redress inquiries. Only 1 out of the 56 investigated retailers admitted that their practices was misleading, while the remaining retailers did not recognise that the advertisement or presentation of the product as misleading. Nevertheless, 16% of the retailers proposed a remedy, thus including retailers that did not recognise that they had engaged in unfair practices. This number is, however, still very small and mystery shoppers evaluated retailers' willingness to offer a remedy as low: almost two third of the investigated retailers were evaluated as (very) unwilling to offer a remedy, while only 17% was evaluated as (very) willing.

Different remedies were offered for goods and services. For goods, mystery shoppers were offered mostly a full or partial refund with the possibility to keep the product. In case of services, all mystery shoppers that were offered a remedy received a full refund and were allowed to 'keep' the service.

The current report also compares the efficiency of requesting remedies for violations of the UCPD (not regulated in EU law) with that of using the right of withdrawal, which is regulated under the Consumer Rights Directive (CRD). When withdrawing from the contract, less than half of all investigated traders reimbursed the mystery shoppers fully or partially. While this is higher than the proportion of traders that was willing to offer a remedy for the misleading practices, the results are still unsatisfying. Moreover, reimbursements for services were only offered half as often as reimbursements for products.

The remaining sections of this chapter present the detailed results, including break-downs for products versus services, countries and, where appropriate, for the type of unfair practices included in the current sample.

2.4.1. Sample

The report is based on 56 cases of misleading practices. From the original set of 100 approved cases, 44 cases could not be completed due to various issues. In 22 cases payment issues occurred, i.e. the mystery shopper was unable to pay for the product or service. In 13 cases, the website was shut down or did not sell anything when the mystery shopper wanted to make the purchase. In 11 cases, mystery shoppers were unable to make a purchase due to technical issues with the website (e.g., respondents could not submit the order). Finally, in 1 case the product could not be delivered to the mystery shopper's address. This resulted in the following number of completed cases per country (see Table 132). Most of the completed cases are from Germany and The Netherlands (both 9 cases), followed by France, Poland and Bulgaria (7 cases). Only one case from Malta and two cases from the United Kingdom are integrated in this report.

Table 132 Completed cases

Country	Number of completed cases
Bulgaria	7
Finland	4
France	7
Germany	9
Greece	0
Netherland	9
Poland	7
Portugal	0
United Kingdom	2
Ireland	6
Belgium	4
Malta	1
TOTAL	56

The participating mystery shoppers were asked to make purchases based on the misleading marketing practice. The purchases can be divided into 2 main categories: Online sale of **goods** (47 cases) and **services** (9 cases). Furthermore, 7 subcategories of misleading practices can be distinguished: *Counterfeit products, false information about price advantages, false limited offers, Subscription traps, Claims that product facilitates winning in games of chance, false prize promotion and other.* Table 133 shows that almost half of the cases are related to counterfeit products (25 cases), followed by *false information about price advantage* (10 cases), *false limited offers* (6 cases) and *subscription traps* (6 cases).

Table 133 Distribution of mystery shopping cases (that completed stage 1) by type of product

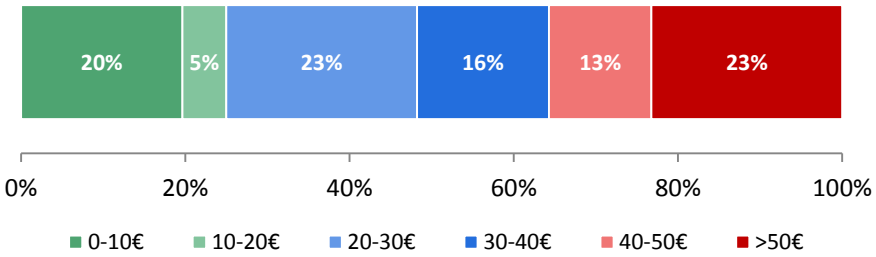
Type of misleading practice	Count	Percentage
Counterfeit products	25	45%
False information about price advantage	10	18%
False limited offers	6	11%
Subscription trap	6	11%
Claims that product facilitates winning in games of	2	4%
False environmental claims	2	4%
False prize promotion	2	4%
Drip pricing	1	2%
False health claims	1	2%
Misleading marketing of commercial guarantees	1	2%

The remainder of this chapter will present the results for each of the three assessment stages: the *purchase*, *seeking a remedy*, *withdrawing from the contract*.

2.4.2. Purchase stage (Stage 1)

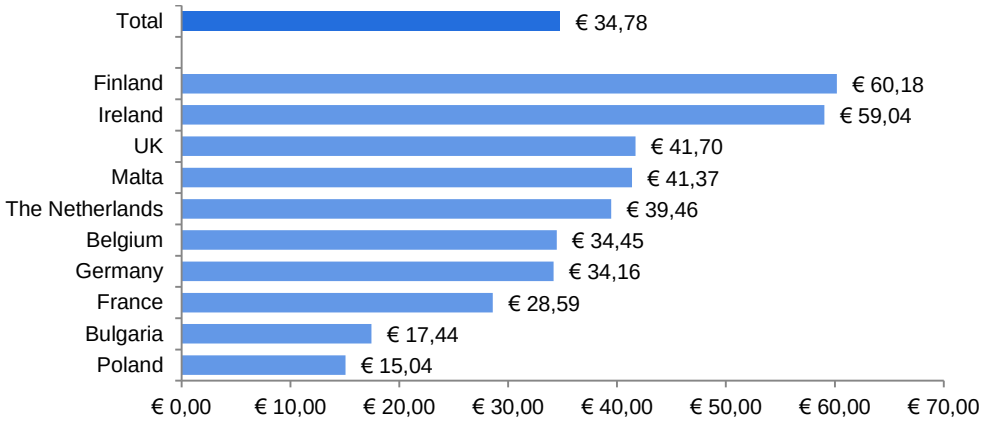
During the first stage of this mystery shopping, the mystery shoppers were asked to make a purchase based on the misleading practice and provide information about the purchase. The ***prices that mystery shoppers paid for the purchases*** (without delivery costs if they were charged as a separate element of the total price) differed greatly from one case to another. Figure 18 shows that almost one out of four products where more expensive than €50 (23%). One out of five products, on the other hand, did cost less than €10 (20%).

Figure 18 Price distribution (without delivery costs, if charged as separate element of the total price)



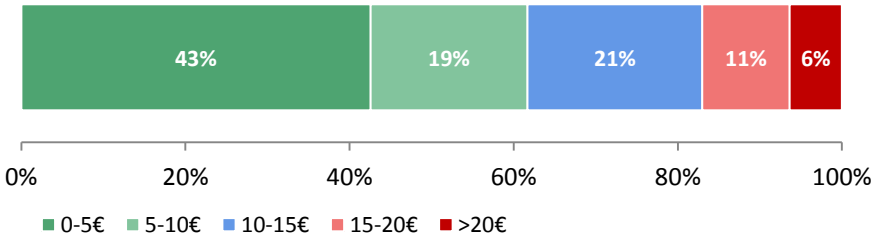
The average price paid without delivery costs was €34,78. It differed across the countries (Figure 19).The average price paid was highest in Finland (€60,18) and Ireland (€59,04). Prices were lowest in Poland (€15,04) and Bulgaria (€17,44).

Figure 19 Average price



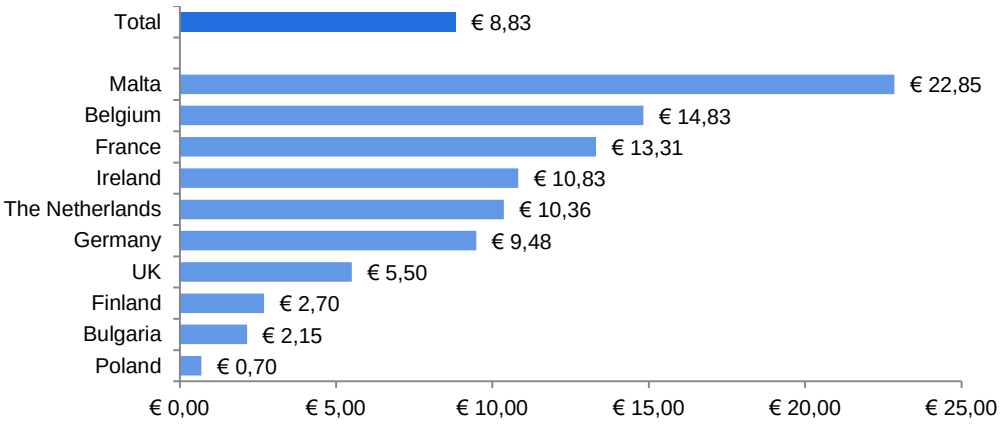
In addition to the price of the product, in some cases mystery shoppers were also charged additional delivery costs. Most delivery costs were €5 or less (43%, see Figure 20). 4 out of 10 mystery shoppers had to pay between €5 and €15 for the delivery and 17% paid more than €15 for the delivery.

Figure 20 Delivery costs distribution



The findings in Figure 21 indicate that on average, the delivery costs were €8,83. The average delivery costs were much higher in Malta (€22,85), while in Bulgaria the mystery shoppers only had to pay €2,15 on average for delivery and in Poland only €0,70.

Figure 21 Average delivery costs



Finally, most mystery shoppers weren't charged any other ***extra fees***. Only in Poland (2 cases), the Netherlands (2 cases), Germany and Malta (both 1 case), mystery shoppers reported that they were charged with additional costs for the selection of their payment method.

As far as the 47 mystery shopping cases involving ***the online purchase of goods*** are concerned, only in 32 cases, i.e. in two out of three cases, did the mystery shoppers received the good they purchased (68%). Table 134 presents the country differences. In The Netherlands, Bulgaria, Finland and France, the products were more often delivered than on average. In Malta, where only one case was tested, the purchased good was not delivered to the mystery shopper.

Table 134 Distribution of the product delivery (Q7)

	Base size	Yes	No
Total	**47**	**68% (32)**	**32% (15)**
The Netherlands	9	89% (8)	11% (1)
Bulgaria	6	83% (5)	17% (1)
Finland	4	75% (3)	25% (1)
France	4	75% (3)	25% (1)
Ireland	6	67% (4)	33% (2)
Germany	9	56% (5)	44% (4)
Poland	2	50% (1)	50% (1)
UK	2	50% (1)	50% (1)
Belgium	4	50% (2)	50% (2)

In at least 69% of the mystery shopping cases where the product was delivered, the product was delivered within the delivery time indicated by the trader. This was the case in almost all countries (Bulgaria, Finland, France, Poland and UK). In the Netherlands, however, the goods were delivered timely in only 38% of the cases, while in Belgium none of the goods were delivered in time.

Table 135 Distribution of the timely product delivery (Q9)

	Base size	Yes	No
Total	**32**	**69% (22)**	**31% (10)**
Bulgaria	5	100% (5)	0% (0)
Finland	3	100% (3)	0% (0)
France	3	100% (3)	0% (0)
Poland	1	100% (1)	0% (0)
UK	1	100% (1)	0% (0)
Ireland	4	75% (3)	25% (1)
Germany	5	60% (3)	40% (2)
The Netherlands	8	38%	63%

		(3)	(5)
Belgium	2	0% (0)	100% (2)

2.4.3. Seeking a remedy (Stage 2)

The second stage of this mystery shopping exercise assessed the mystery shoppers' experiences when seeking remedies for the misleading commercial practices from the investigated traders.

When complaining about the unfair commercial practice, only in 52% of cases did the traders provide an answer to the complaint. This percentage was slightly higher for tangible goods (53%) than for services (44%). There were also some noticeable country differences (Table 136). All the investigated traders in Finland provided the mystery shoppers with an answer. 17% of the contacted traders in Ireland and 29% of the contacted traders in France did not react. In all other countries the non-response levels from the contacted sellers were at least 50%.

Almost three out of ten of the contacted traders expressly denied any wrongdoing (29%). 21% of traders replied but did not comment on the mystery shoppers' claim that the practices were misleading. Only 2% of the traders (i.e. one trader in Finland) recognised that their commercial practice was misleading.. The number of traders that denied having engaged in unfair practices was highest in Finland (3 out of 4 cases), the UK (1 out of 2 cases) the Netherlands (4 out of 9 cases) and Poland (3 out of 7 cases).

The investigated traders' reactions to the mystery shoppers' complaints also differed across the types of unfair commercial practices. Zooming in on the four most common types of unfair practices, traders that sold *counterfeit products* (64%), provided *false information about price advantages* (40%), presented false limited offers (33%) and traders that used subscription traps (50%) were all highly unlikely to react. For false information about price advantages and false limited offers, a third of traders also denied the unfair practices or did not comment on the unfair practice. Half of all traders with subscription traps also denied the unfair practice. Almost none of all the investigated practices were recognized as unfair by the trader. The only exception were false environmental claims, where one trader recognized the unfair practice.

Table 136 Traders' reactions to complaints (Q11 & Q12)

	Base size	Recognized unfair practice	Denied unfair practice	Reacted to the complaint but did not comment on the claim that commercial practices were misleading	No reaction
Goods	47	2% (1)	28% (13)	23% (11)	47% (22)
Services	9	0% (0)	33% (3)	11% (1)	56% (5)
Total	**56**	**2% (1)**	**29% (16)**	**21% (12)**	**48% (27)**
Finland	4	**25% (1)**	**75% (3)**	0% (0)	**0% (0)**
Ireland	6	0% (0)	33% (2)	50% (3)	**17% (1)**

France	7	0% (0)	14% (1)	57% (4)	**29% (2)**
UK	2	0% (0)	**50% (1)**	0% (0)	50% (1)
The Netherlands	9	0% (0)	**44% (4)**	0% (0)	56% (5)
Poland	7	0% (0)	**43% (3)**	0% (0)	57% (4)
Bulgaria	7	0% (0)	14% (1)	29% (2)	57% (4)
Germany	9	0% (0)	0% (0)	33% (3)	67% (6)
Belgium	4	0% (0)	25% (1)	0% (0)	75% (3)
Malta	1	0% (0)	0% (0)	0% (0)	100% (1)
Counterfeit products	25	0% (0)	20% (5)	16% (4)	**64% (16)**
False information about price advantage	10	0% (0)	**30% (3)**	**30% (3)**	**40% (4)**
False limited offers	6	0% (0)	**33% (2)**	**33% (2)**	**33% (2)**
Subscription trap	6	0% (0)	**50% (3)**	0% (0)	**50% (3)**
Claims that product facilitates winning in games of chance	2	0% (0)	50% (1)	50% (0)	0% (0)
False prize promotion	2	0% (0)	0% (0)	0% (0)	100% (2)
False environmental claims	2	**50% (1)**	0% (0)	50% (1)	0% (0)
Drip pricing	1	0% (0)	100% (1)	0% (0)	0% (0)
False health claims	1	0% (0)	100% (1)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	1	0% (0)	0% (0)	100% (1)	0% (0)

Although only one trader recognised the fact of unfair practice, 9 (16%) of the 56 investigated traders still offered a remedy following the mystery shoppers' complaint. This percentage was much lower in cases concerning services (11%). At country-level, none of the traders in Poland, Belgium, Ireland, UK and Malta proposed a remedy. In contrast, 43% of the French sellers offered a remedy, followed by Finland (25%) and the Netherlands (22%). In one case (2%), the trader stopped the communication with the mystery shopper when the mystery shopper asked for a remedy.

For counterfeit products, which was the most common type of the investigated unfair commercial practices, only 12% proposed a remedy, while the majority of these traders did not react (64%) or did not propose a remedy (20%). This was also the case for

traders with false information about price advantages, false limited offers and subscription traps.

Table 137 Distribution of proposed remedies following a claim (Q14)

	Base size	Yes, the seller proposed a remedy	No, the seller did not propose any remedy	The trader stopped communication when asked for remedy	Other	No reaction
Goods	47	17% (8)	32% (15)	2% (1)	2% (1)	47% (22)
Services	9	11% (1)	33% (3)	0% (0)	0% (0)	56% (5)
Total	**56**	**16% (9)**	**32% (18)**	**2% (1)**	**2% (1)**	**48% (27)**
Finland	4	**25% (1)**	75% (3)	0% (0)	0% (0)	0% (0)
Ireland	6	0% (0)	0% (0)	0% (0)	0% (0)	17% (1)
France	7	**43% (3)**	14% (1)	14% (1)	0% (0)	29% (2)
UK	2	0% (0)	50% (1)	0% (0)	0% (0)	50% (1)
The Netherlands	9	**22% (2)**	11% (1)	0% (0)	11% (1)	56% (5)
Bulgaria	7	**14% (1)**	29% (2)	0% (0)	0% (0)	57% (4)
Poland	7	0% (0)	43% (3)	0% (0)	0% (0)	57% (4)
Germany	9	**11% (1)**	22% (2)	0% (0)	0% (0)	67% (6)
Belgium	4	0% (0)	25% (1)	0% (0)	0% (0)	75% (3)
Malta	1	0% (0)	0% (0)	0% (0)	0% (0)	100% (1)
Counterfeit products	25	**12% (3)**	**20% (5)**	0% (0)	4% (1)	**64% (16)**
False information about price advantage	10	10% (1)	**50% (5)**	0% (0)	0% (0)	**40% (4)**
False limited offers	6	17% (1)	**50% (3)**	0% (0)	0% (0)	**33% (2)**
Subscription trap	6	0% (0)	**50% (3)**	0% (0)	0% (0)	**50% (3)**
Claims that product facilitates winning in games of chance	2	**50% (1)**	50% (1)	0% (0)	0% (0)	0% (0)

False prize promotion	2	0% (0)	0% (0)	0% (0)	0% (0)	100% (2)
False environmental claims	2	50% (1)	50% (1)	0% (0)	0% (0)	0% (0)
Drip pricing	1	100% (1)	0% (0)	0% (0)	0% (0)	0% (0)
False health claims	1	100% (1)	0% (0)	0% (0)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	1	0% (0)	0% (0)	100% (1)	0% (0)	0% (0)

Given the current results, it is not surprising that most of the mystery shoppers evaluated the traders as (very) unwilling to offer a remedy (62%). This percentage was highest in Finland, Poland, the UK and Belgium (100%), followed by Ireland (60%) and the Netherlands (50%).

Only about one fifth of the traders offering counterfeit products were evaluated as (very) willing to provide a remedy, while more than half was evaluated as (very) unwilling. Similarly, all traders using subscription traps (100%) and the vast majority of traders with false information about price advantages (83%) were evaluated as (very) unwilling. For false limited offers, half of all mystery shoppers were evaluated neutral (50%), while respectively 25% evaluated the traders as willing and unwilling.

Table 138 Perception of traders' willingness to offer a remedy (Q18)

	Base size	(Very) Unwilling	(Very) Willing	Neutral
Goods	25	60% (15)	20% (5)	20% (5)
Services	4	75% (3)	0% (0)	25% (1)
Total	**29**	**62% (18)**	**17% (5)**	**21% (6)**
Finland	4	**100% (4)**	0% (0)	0% (0)
Poland	3	**100% (3)**	0% (0)	0% (0)
UK	1	**100% (1)**	0% (0)	0% (0)
Belgium	1	**100% (1)**	0% (0)	0% (0)
Ireland	5	60% (3)	0% (0)	40% (2)
The Netherlands	4	50% (2)	50% (2)	0% (0)
France	5	40% (2)	40% (2)	20% (1)
Bulgaria	3	33% (1)	33% (1)	33% (1)
Germany	3	33% (1)	0% (0)	67% (2)
Counterfeit products	9	**56% (5)**	22% (2)	22% (2)

False information about price advantage	6	**83% (5)**	0% (0)	17% (1)
False limited offers	4	25% (1)	25% (1)	**50% (2)**
Subscription trap	3	**100% (3)**	0% (0)	0% (0)
Claims that product facilitates winning in games of chance	2	50% (1)	0% (0)	50% (1)
False prize promotion	0	0% (0)	0% (0)	0% (0)
False environmental claims	2	50% (1)	50% (1)	0% (0)
Drip pricing	1	0% (0)	100% (1)	0% (0)
False health claims	1	100% (1)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	1	100% (1)	0% (0)	0% (0)

The most popular remedies that the sellers proposed (33% of all cases) waere full refunds, while askingg the mystery shopper to return the product and full refunds, while allowing the mystery shopper to keep the product (22%). Partial refunds with the request to return the product were also offered in 22% of the cases. One investigated trader did not specify the refund, but asked the mystery shopper to return the product (i.e., "other remedy").

One out of three traders of counterfeit products, 1 trader using claims that the product facilitates winning in chance games and 1 trader presenting false price advantage information fully or partially refunded the product and allowed the mystery shopper to keep the product. 1 trader of counterfeit products gave a partial refund and required to return the product. For other types of misleading practices, the traders that offered a remedy gave a full refund and asked for a product return.

Table 139 What type of remedy did the seller propose (Q16)

	Base size	Full refund allowing you to keep the product	Full refund requiring you to return the product	Partial refund or 'discount', allowing you to keep the product	Partial refund, requiring you to return the product	Other remedy
Goods	8	13% (1)	38% (3)	13% (1)	25% (2)	13% (1)
Services	1	100% (1)	0% (0)	0% (0)	0% (0)	0% (0)
Total	**9**	**22% (2)**	**33% (3)**	**11% (1)**	**22% (2)**	**11% (1)**
France	3	67% (2)	33% (1)	0% (0)	0% (0)	0% (0)
The Netherlands	2	0% (0)	50% (1)	0% (0)	0% (0)	50% (1)
Bulgaria	1	0% (0)	0% (0)	0% (0)	100% (1)	0% (0)
Germany	1	0% (0)	0% (0)	0% (0)	100% (1)	0% (0)
Finland	1	0% (0)	100% (1)	0% (0)	0% (0)	0% (0)
Ireland	1	0%	0%	100%	0%	0%

		(0)	(0)	(1)	(0)	(0)
Counterfeit products	3	**33% (1)**	0% (0)	0% (0)	**33% (1)**	33% (1)
False information about price advantage	1	0% (0)	0% (0)	**100% (1)**	0% (0)	0% (0)
False limited offers	1	0% (0)	0% (0)	0% (0)	100% (1)	0% (0)
Subscription trap	0	0% (0)	0% (0)	0% (0)	0% (0)	0% (0)
Claims that product facilitates winning in games of chance	1	**100% (1)**	0% (0)	0% (0)	0% (0)	0% (0)
False prize promotion	0	0% (0)	0% (0)	0% (0)	0% (0)	0% (0)
False environmental claims	1	0% (0)	**100% (1)**	0% (0)	0% (0)	0% (0)
Drip pricing	1	0% (0)	**100% (1)**	0% (0)	0% (0)	0% (0)
False health claims	1	0% (0)	**100% (1)**	0% (0)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	0	0% (0)	0% (0)	0% (0)	0% (0)	0% (0)

2.4.4. Withdrawing from the contract (Stage 3)

While individual remedies for unfair commercial practices are currently not regulated at EU level, the right of withdrawal is regulated in detail by the Consumer Rights Directive and applied for the vast majority of the cases covered by this mystery shopping. Hence it was relevant to compare the effects of consumer requests for remedies due to misleading commercial practices and for the exercise of the right of withdrawal. It was expected that, due to the existing regulations, traders will be more co-operative with regard to requests for the exercise of the right of withdrawal.

About one third of the mystery shoppers were reimbursed for their payment (34%) when exercising the right of withdrawal. 50% were not reimbursed and the trader gave a certain explanation why they did not reimburse the mystery shopper (e.g., country specific law, no grounds for refund, not allowed under trader's terms and conditions, etc.). 4% of the mystery shoppers were only partially reimbursed. 13% did not get an explanation why the seller did not reimburse them.

For services, the percentage of mystery shoppers who were reimbursed decreased to 22%. In the other 78% of the cases, service providers did not reimburse the mystery shoppers without giving any explanation.

Overall, in Bulgaria (86%) and Finland (75%), traders fully reimbursed the payment rather often, followed by France (57%) and the UK (50%). In Belgium (100%) and Malta (100%), traders did not reimburse the payment but offered an explanation for their

refusal to reimburse. In Poland, 71% of the traders did not reimburse the mystery shoppers and did not explain why they did not.

The reimbursements received after exercising the right of withdrawal also differed across the different types of misleading commercial practices. Looking at the most common types of unfair practices, for *counterfeit products* (68%) and products with false information about price advantage (80%) the most likely outcome was that the mystery shoppers were not reimbursed, but were given a motivation by the trader. The investigated traders with *false limited offers* were most likely to fully reimburse the mystery shoppers (50%), while the investigated traders with *subscription traps* (83%) were most likely to not reimburse the mystery shopper without motivating this decision.

Table 140 Reimbursement after exercising the right of withdrawal (Q29)

	Base size	Yes, fully reimbursed	No, partially reimbursed	No, not reimbursed and seller motivated why not	No, not reimbursed without motivation
Goods	47	36% 17)	4% (2)	60% (28)	0% (0)
Services	9	22% (2)	0% (0)	0% (0)	78% (7)
Total	**56**	**34% (19)**	**4% (2)**	**50% (28)**	**13% (7)**
Bulgaria	7	**86% (6)**	0% (0)	14% (1)	0% (0)
Finland	4	**75% (3)**	0% (0)	25% (1)	0% (0)
France	7	57% (4)	0% (0)	14% (1)	29% (2)
UK	2	50% (1)	0% (0)	50% (1)	0% (0)
The Netherlands	9	33% (3)	11% (1)	56% (5)	0% (0)
Ireland	6	17% (1)	0% (0)	83% (5)	0% (0)
Germany	9	11% (1)	0% (0)	89% (8)	0% (0)
Poland	7	0% (0)	14% (1)	14% (1)	**71% (5)**
Belgium	4	0% (0)	0% (0)	**100% (4)**	0% (0)
Malta	1	0% (0)	0% (0)	**100% (1)**	0% (0)
Counterfeit products	25	28% (7)	4% (1)	**68% (17)**	0% (0)
False information about price advantage	10	20% (2)	0% (0)	**80% (8)**	0% (0)
False limited offers	6	**50% (3)**	17% (1)	33% (2)	0% (0)
Subscription	6	0% (0)	0% (0)	17% (1)	**83% (5)**

trap					
Claims that product facilitates winning in games of chance	2	50% (1)	0% (0)	0% (0)	50% (1)
False prize promotion	2	50% (1)	0% (0)	0% (0)	50% (1)
False environmental claims	2	100% (2)	0% (0)	0% (0)	0% (0)
Drip pricing	1	100% (1)	0% (0)	0% (0)	0% (0)
False health claims	1	100% (1)	0% (0)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	1	100% (1)	0% (0)	0% (0)	0% (0)

To exercise their right of withdrawal (after getting the traders' responses to the complaint about the unfair practices or in the absence of any response), half of the mystery shoppers had to try contacting the trader three times or more (50%). This was even more so the case for service providers (56%) than for sellers of goods (49%). In 36% of the cases, mystery soppers were succesfull after one contact attempt, while two contact attempts were needed in 14% of the cases.

When looking at country level, the two mystery shoppers from the UK only had to contact the seller once. Also in Finland (75%) and Bulgaria (57%), one contact was often enough to be able to exercise the right of withdrawal. On the other hand, most (if not all) mystery shoppers from Belgium (100%), Malta (100%) and Germany (78%) needed 3 contacts or more to exercise their right of withdrawal.

For traders of counterfeit products (60%) and traders using subscription traps (67%), most traders had to be contacted three times or more. In contrast, 5 out of 6 traders that offered false limited offers reacted after one 1 contact.

Table 141 Number of contacts for the exercise of the right of withdrawal (Q20)

	Base size	1 contact	2 contacts	3 contacts or more
Goods	47	38% (18)	13% (6)	49% (23)
Services	9	22% (2)	22% (2)	56% (5)
Total	**56**	**36% (20)**	**14% (8)**	**50% (28)**

UK	2	**100% (2)**	0% (0)	0% (0)
Finland	4	**75% (3)**	0% (0)	25% (1)
Bulgaria	7	**57% (4)**	14% (1)	29% (2)
France	7	43% (3)	14% (1)	43% (3)
Poland	7	43% (3)	14% (1)	43% (3)
Ireland	6	33% (2)	33% (2)	33% (2)
The Netherlands	9	33% (3)	11% (1)	56% (5)
Germany	9	0% (0)	22% (2)	**78% (7)**
Belgium	4	0% (0)	0% (0)	**100% (4)**
Malta	1	0% (0)	0% (0)	**100% (1)**
Counterfeit products	25	28% (7)	12% (3)	**60% (15)**
False information about price advantage	10	30% (3)	20% (2)	50% (5)
False limited offers	6	**83% (5)**	0% (0)	17% (1)
Subscription trap	6	17% (1)	17% (1)	**67% (4)**
Claims that product facilitates winning in games of chance	2	50% (1)	0% (0)	50% (1)
False prize promotion	2	0% (0)	50% (1)	50% (1)
False environmental claims	2	100% (2)	0% (0)	0% (0)
Drip pricing	1	0% (0)	100% (1)	0% (0)
False health claims	1	100% (1)	0% (0)	0% (0)
Misleading marketing of commercial guarantees	1	0% (0)	0% (0)	100% (1)

When mystery shoppers had to return the product when exercising the right of withdrawal, 63% had to pay the costs of return. This occurred most often in Poland, UK and Belgium (all 100%). Also in The Netherlands (83%), Bulgaria (80%) and Ireland (50%), the consumer often had to bear the cost of return.

The same results can be found across all types of misleading commercial practices, except for false health claims and misleading marketing of commercial guarantees.

Looking at the most common types of misleading guarantees, the results show that 75% of the mystery shoppers confronted with false limited offers, 69% of mystery shoppers that bought counterfeit products and 60% of mystery shoppers buying the product because of false information about a price advantage had to bear the costs of returning the product.

Table 142 Attribution of the costs of return (Q22)

	Base size	The consumer had to bear the cost of return	Trader covered the cost of return
Goods	**27**	**63% (17)**	**37% (10)**
Poland	1	**100% (1)**	0% (0)
UK	1	**100% (1)**	0% (0)
Belgium	1	**100% (1)**	0% (0)
The Netherlands	6	83% (5)	17% (1)
Bulgaria	5	80% (4)	20% (1)
Ireland	4	50% (2)	50% (2)
Germany	3	33% (1)	67% (2)
Finland	3	33% (1)	67% (2)
France	3	33% (1)	67% (2)
Counterfeit products	13	69% (9)	31% (4)
False information about price advantage	5	60% (3)	40% (2)
False limited offers	4	75% (3)	25% (1)
Subscription trap	0	0% (0)	0% (0)
Claims that product facilitates winning in games of chance	0	0% (0)	0% (0)
False prize promotion	0	0% (0)	0% (0)
False environmental claims	2	50% (1)	50% (1)
Drip pricing	1	100% (1)	0% (0)
False health claims	1	0% (0)	**100% (1)**
Misleading marketing of commercial guarantees	1	0% (0)	**100% (1)**

The average cost for returning the product was €5,21. This amount differed per country, the return cost was €1,27 in Poland and €2,03 in France. In Belgium (€13,99) and the Netherlands (€8,39) the return costs were the highest.

Table 143 Return cost (Q23)

	Base size	Amount
Goods	**27**	**€ 5,21**
Belgium	1	**€ 13,99**
The Netherlands	6	€ 8,39
Ireland	4	€ 6,65
UK	1	€ 5,00
Finland	3	€ 3,97
Bulgaria	5	€ 3,18
Germany	3	€ 3,17
France	3	€ 2,03
Poland	1	**€ 1,27**

Amongst those mystery shoppers who had paid separately for the initial delivery, only 14% were fully reimbursed for these initial delivery costs after withdrawing from the contract. 86% of these mystery shoppers did not get a refund for the delivery costs. This was always the case in Bulgaria, Germany, UK, Belgium and Malta.

Table 144 Reimbursement of the initial delivery costs (Q30)

	Base size	Yes, the initial delivery costs were fully reimbursed	No, the initial delivery costs were partially reimbursed	No, the initial delivery costs were not reimbursed
Goods	**47**	**14% (7)**	**0% (0)**	**86%**
Finland	4	**100% (4)**	0% (0)	0% (0)
Poland	2	**100% (2)**	0% (0)	0% (0)
France	4	33% (1)	0% (0)	67% (3)
Ireland	6	17% (1)	0% (0)	83% (5)
The Netherlands	9	13% (1)	0% (0)	88% (8)
Bulgaria	6	0% (0)	0% (0)	**100% (6)**
Germany	9	0% (0)	0% (0)	**100% (9)**
UK	2	0% (0)	0% (0)	**100% (2)**
Belgium	4	0% (0)	0% (0)	**100% (4)**
Malta	1	0% (0)	0% (0)	**100% (1)**

With regards to the mystery shoppers' perceptions about the withdrawal process, it is notable that only one out of eight mystery shoppers was (very) satisfied with the overall process of withdrawing from the contract and getting a reimbursement (13%). This was higher in France (43%) and Finland (25%). In Germany, Poland and the UK all of the mystery shoppers were (very) unsatisfied, followed by Belgium (75%), Ireland and Bulgaria (both 57%).

For the most common types of unfair practices, the mystery shoppers were most likely to be neutral about the overall process of withdrawing. Mystery shoppers confronted with *counterfeit products* and *false information about price advantage* were also somewhat more likely to be (very) unsatisfied than (very) satisfied, while mystery shoppers confronted with *false limited offers* were more likely to be (very) satisfied.

Possible drivers for (dis)satisfaction with the overall withdrawal process are the reimbursements mystery shoppers obtained after exercising their right of withdrawal (see Table 140) and the number of contacts necessary for exercising the right of withdrawal (see Table 141). 38% of mystery shoppers were at least partially reimbursed and 36% only needed one contact to exercise their withdrawal rights. It is very likely that many of these mystery shoppers were more likely to evaluate the withdrawal process as at least neutral or (very) satisfied (29%).

Table 145 Satisfaction with the overall process of withdrawing (Q35)

	Base size	(Very) Satisfied	(Very) Unsatisfied	Neutral
Goods	47	13% (6)	70% (33)	17% (8)
Services	9	11% (1)	78% (7)	11% (1)
Total	**56**	**13% (7)**	**71% (40)**	**16% (9)**
France	7	**43% (3)**	43% (3)	14% (1)
Finland	4	**25% (1)**	50% (2)	25% (1)
Ireland	6	17% (1)	67% (4)	17% (1)
Bulgaria	7	14% (1)	57% (4)	29% (2)
The Netherlands	9	11% (1)	67% (6)	22% (2)
Malta	1	0% (0)	0% (0)	100% (1)
Belgium	4	0% (0)	75% (3)	25% (1)
Germany	9	0% (0)	**100% (9)**	0% (0)
Poland	7	0% (0)	**100% (7)**	0% (0)
UK	2	0% (0)	**100% (2)**	0% (0)

Counterfeit products	25	4% (1)	12% (3)	**84% 21**
False information about price advantage	10	0% (0)	20% (2)	**80% (8)**
False limited offers	6	33% (2)	17% (1)	**50% (3)**
Subscription trap	6	0% (0)	0% (0)	**100% (6)**
Claims that product facilitates winning in games of chance	2	50% (1)	0% (0)	50% (1)
False prize promotion	2	0% (0)	50% (1)	50% (1)
False environmental claims	2	100% (2)	0% (0)	0% (0)
Drip pricing	1	100% (1)	0% (0)	0% (0)
False health claims	1	0% (0)	100% (1)	0% (0)
Misleading marketing of commercial guarantees	1	0% (0)	100% (1)	0% (0)

In conclusion, **the success rate was higher when mystery shoppers exercised their right of withdrawal than when they claimed remedies for unfair commercial practices**. Just one the investigated retailers expressly recognized the unfair practice (2%), although a somewhat higher number of traders proposed a remedy (9 traders; 16%). Given these results, it is not surprising that 62% of the mystery shoppers evaluated the sellers as (very) unwilling to offer a remedy for the unfair commercial practices. In contrast, 38% of the mystery shoppers were fully or partially reimbursed after they exercised their right of withdrawal. Notwithstanding this, 71% of the mystery shoppers were still unsatisfied with the overall process of withdrawing from the contract. Table 146 (for results at country level) and Table 147 (for results for the types of unfair practices) present a comparison of the likelihood that mystery shoppers obtained UCPD remedies versus reimbursements through the right of withdrawal at country-level.

The more positive results regarding the offered remedy/refund under the right of withdrawal (see Table 146 and Table 147 for a comparison of the results of UCPD remedies and the right of withdrawal) are not surprising, given that the right of withdrawal is formally regulated by the CRD. In contrast, the UCPD does not provide for any specific right to remedies for the victims of unfair practices.

Table 146 Comparing UCPD remedies and reimbursement provided through the right of withdrawal at country-level

	Base size	Remedies offered in connection with the complaint about unfair commercial practices (including partial refunds)	Reimbursement provided in the context of the right of withdrawal (including partial refunds)
Total	**56**	**16% (9)**	**38% (21)**
Finland	4	25% (1)	75% (3)
Ireland	6	0% (0)	17% (1)
France	7	43% (3)	57% (4)
UK	2	0% (0)	50% (1)
The Netherlands	9	22% (2)	44% (4)
Bulgaria	7	14% (1)	86% (6)
Poland	7	0% (0)	14% (1)
Germany	9	11% (1)	11% (1)
Belgium	4	0% (0)	0% (0)
Malta	1	0% (0)	0% (0)

Table 147 Comparing UCPD remedies and reimbursement provided through the right of withdrawal for types of unfair practices

	Base size	Remedies offered in connection with the complaint about unfair commercial practices (including partial refunds)	Reimbursement provided in the context of the right of withdrawal (including partial refunds)
Total	**56**	**16% (9)**	**38% (21)**
Counterfeit products	25	**12% (3)**	32% (8)
False information about price advantage	10	10% (1)	20% (2)
False limited offers	6	17% (1)	67% (4)
Subscription trap	6	0% (0)	0% (0)
Claims that product facilitates winning in games of chance	2	50% (1)	50% (1)
False prize promotion	2	0%	50%

		(0)	(1)
False environmental claims	2	50% (1)	100% (2)
Drip pricing	1	100% (1)	100% (1)
False health claims	1	100% (1)	100% (1)
Misleading marketing of commercial guarantees	1	0% (0)	100% (1)

3. CRD Mystery Shopping

3.1. Introduction and background

The CRD mystery shopping aims to study the level of compliance of traders with specific rules from the **Consumer Rights Directive (CRD)**[186]. More specifically, mystery shoppers assessed traders' compliance with specific provisions of the directive that are relevant to online purchases, both domestically and cross-border. The study substantially focuses on two types of contracts in particular: the provision of digital content and the purchase of tangible goods online. The mystery shopping exercise contributes to answering the following research questions (see Table 148) and further discussed in the following chapters.

Table 148 Research questions addressed

No	Topic	Analytical question	Operationalisation/Specific research questions
1	Consumer experience	To what extent do consumers encounter problems while exerting their rights (including the nature, frequency and scale of these problems)?	To what extent do consumers experience problems with the following: • Absence and/or clarity of pre- contractual requirements; • Absence and/or clarity of contract conclusion requirements; • Extra fees for the use of means of payment; • The use of pre-ticked boxes; • The right of withdrawal.
2	Consumer experience/ perception	Are existing consumer rights relevant to address current needs and trends in light of changed consumer and market behaviours?	To what extent do: • Existing pre-contractual information; • Existing contract conclusion information; • Extra fees for use of means of payment; • The use of pre-ticked boxes • The right of withdrawal affect consumer satisfaction with the online purchase?

[186] http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32011L0083&rid=1

3	Consumer behaviour/ experience	How is the market behaviour of consumers affected by existing consumer rights?	To what extent do: • Existing pre-contractual information; • Existing contract conclusion information; • Extra fees for use of means of payment; • The use of pre-ticked boxes affect consumer confidence and trust in the trader and willingness to purchase from the same trader in the future?

3.1.1. Issues to be addressed

The fragmentation at EU level resulting from diverging national laws is a significant deterrent to the optimal functioning of the (Digital) Single Market preventing consumers from getting the most out of the opportunities and benefits the open market should provide. It has a twofold effect, both discouraging businesses to sell to consumers residing cross-border and reducing consumer trust in buying from businesses that operate outside their country of residence. The role of the Consumer Rights Directive (CRD) is to fully harmonize certain rules, in particular with respect to distance contracts (online purchases) and contracts that are negotiated outside of business premises (off-premises purchases), thus increasing consumer protection and confidence.

A number of specific provisions of the CRD relate to distance selling and can be summarized into five main categories. These categories were researched in-depth in order to determine their relevance to an online purchase context. Provisions were included in the mystery shopping exercise based on three pre-requisites:

1) Are the provisions relevant and applicable in an online context, when consumers are attempting to purchase either tangible goods or digital content?

2) Are the provisions simple enough and easily identifiable by consumers in a real life online purchase context?

3) Are the provisions applicable to a large enough subsample of retailers in order to allow for meaningful comparisons during the analysis phase?

After a comprehensive review of provisions contained in the CRD based on the three criteria above, specific provisions were selected for which traders' compliance was investigated during the mystery shopping exercise. The next section presents a summary of the issues that were addressed by the mystery shopping exercise.

3.1.1.1. Pre-contractual information requirements – Art. 6(1)

This article outlines all the information traders are obligated to provide to consumers before they are bound by a distance or off-premises contract. This information should be communicated to consumers in a clear and comprehensible manner. Table 149 below presents a list of pre-contractual information requirements identified as relevant and applicable to the objectives of the study. The table presents the distribution of issues investigated by sector and by product. Some are only applicable to digital content, while

most are universal and were investigated when purchasing both tangible goods and digital content.

Table 149 Pre-contractual information requirements

Provisions to be tested		ICT Goods		Digital Content	
		Computer mice	Memory sticks	Software (download)	Music (download)
1	The **main characteristics** of the good or digital content (Article 6(1)(a))	√	√	√	√
2	The **identity** of the trader, such as his trading name (Article 6(1)(b))	√	√	√	√
3	**Geographical address and contact details** (allow consumers to be able to contact the trader quickly and efficiently) (Article 6(1)(c))	√	√	√	√
4	**Total price** of the goods, services or digital content inclusive of tax (such as VAT). If this cannot be calculated in advance, the trader must say how this is calculated (Article 6(1)(e))	√	√	√	√
5	All **delivery charges** and any other costs (if these cannot be calculated in advance, the trader must state that they are payable) (Article 6(1)(e))	√	√	X	X
6	The monthly, or billing period, **costs of open-ended contracts** or subscriptions (Article 6(1)(e))	X	X	√	X
7	The **arrangements for payment, delivery or performance** and the time that it will take the trader to deliver the goods or supply the digital content (Article 6(1)(g))	√	√	√	√
8	The trader must inform consumers if there is a **minimum duration under a contract** – for example, a minimum period for a mobile phone contract (Article 6(1)(o))	X	X	√	X
9	The **digital content functionality** – this includes information about language, duration, file type, access, updates, tracking, internet connection, geographical restrictions and any additional purchases required (Article 6(1)(r))	X	X	√	√

10	The **digital content interoperability** – information regarding both hardware and other software (Article 6(1)(s))	X	X	√	√
11	The trader must inform consumers about their right to withdraw from the contract within 14 days from receiving the goods or about specific rules regarding the right of withdrawal when purchasing digital content. (Article 6(1)(h), (i), (k))	√	√	√	√

All applicable provisions outlined in the table above were tested in each of the four mystery shopping scenarios which were based on the product categories. In addition to testing traders' compliance with the specific provision in question, the mystery shopping survey was designed to test consumers' experiences and perceptions throughout the online shopping process.

3.1.1.2. Requirements on the conclusion of the contract – Art. 8(2) and 8(3)

The first part of Article 8(2) is directly linked to Article 6(1) but refers to additional requirements regarding the conclusion of the distance contract concluded by electronic means. In particular, immediately before a consumer places his or her order, traders are obligated to display information related to requirement 1, 4, 5, and 8 in the table presented in the previous section (Table 149). These requirements refer specifically to the main characteristics of the good or digital content, the total price of the goods or digital content and all additional delivery charges or other costs associated with the purchase and the duration of a contract. The first two requirements are universally applicable to both tangible goods and digital content that are acquired via a distance or off-premises contract (even though delivery costs are more applicable to tangible goods), while the third requirement is mostly applicable for delivery of goods and the fourth requirement is most applicable to contracts for distance services and digital content (particularly streaming services). The CRD mystery shopping addressed all four issues in the different scenarios, with the last issue being applied only for the digital content scenarios. In addition to studying whether traders provide information on main characteristics, delivery and other costs, as well as duration of the contract (where applicable), the mystery shopping protocol also focused on shoppers' subjective perception regarding the clarity and prominence of the information provided immediately before the contractual agreement takes place.

The second part of Article 8(2) requires traders to ensure that the consumer "explicitly acknowledges that the order implies an obligation to pay". This requirement is usually complied with via the use of a dedicated order confirmation button. According to the CRD, such a button, also referred to as a **hot button**, should be clearly labelled and legible with a specific set of words that are equal in meaning to the phrase "order with obligation to pay" in plain and intelligible language. Not abiding by these rules would result in the consumer not being bound by the contract at all. This part of the requirements related to conclusion of the contract is universal for all distance contracts and was tested for all products (i.e. in all 4 scenarios). First, the availability of the hot button in the order confirmation stage was tested in a more objective manner (yes/no). In a more subjective manner, shoppers were asked to rate the perceived clarity of the meaning of the hot button at this stage of the shopping process.

According to ***Article 8(3) of the CRD***, trading websites are obliged to indicate at the beginning of the ordering process any delivery restrictions and 'means of payment'

accepted. This provision was tested during the mystery shopping survey by briefing all mystery shoppers in advance to look out for such information about delivery restrictions and means of payment accepted and to report them during the final survey (in situations where restrictions were not clearly indicated on the website but purchase was denied at a later stage due to such restrictions).

3.1.1.3. Ban on extra fees for the use of means of payment – Art. 19

This provision refers to fees charged to consumers that are associated with their choice of payment method. More specifically, traders are not allowed to issue any charges that exceed the cost borne by the trader for the use of a specific payment method. Only if traders face such costs, consumers can be charged the corresponding fee e.g. for using a method belonging to a specific payment platform (e.g. for using PayPal, Visa, or MasterCard). This practice is particularly common when booking airline tickets while using a credit card.

Unfortunately, Article 19 is particularly tricky to test and, in consequence, to enforce. This prevents it from having a practical, observable effect. The issue stems from the very limited information that is publically available regarding administrative costs traders face with specific payment platforms per transaction. As a result, it is difficult to determine, certainly for a regular consumer, whether the administrative cost charged by the trader reflects a cost borne by the trader or not. Due to these challenges, it would be difficult to investigate this provision during a mystery shopping exercise. It was therefore incorporated in an observational and subjective manner. First, mystery shoppers were asked to report any administrative charges traders might enforce based on the selection of different payment methods (audit approach). Second, they were asked to report how these extra charges would affect them in a realistic shopping context: their overall satisfaction with the online purchase, their confidence and trust in the trader and their willingness to purchase from the same trader in the future.

3.1.1.4. Ban on pre-ticked boxes to infer the consumer's consent with regard to additional payments – Art. 22

According to this provision, any extra payment charged to the shopper (in addition to the total price of goods or digital content price and delivery price) would need the shopper's explicit consent. Such consent cannot be inferred via the use of pre-ticked or pre-filled boxes at any stage of the shopping process. That is, consumers are entitled to a reimbursement if the default options set by the trader throughout the shopping process imply an extra payment associated with their purchase without their specific agreement being sought. An example of such practices is extra travel insurance offered via means of a pre-ticked box during the purchase of an airplane ticket. Another example would be the purchase of extra warranty (e.g. +3 years warranty) on electronic goods or household appliances. Compliance with this provision was tested during the mystery shopping survey by briefing all mystery shoppers in advance to look out for such altered default options and to report them during the final survey. In addition, they were asked to rate how the use of such practices affects their trust for this specific trader and online traders in general.

3.1.1.5. Consumers' right of withdrawal – Art. 9(1), 8(7)(b), 14(4)(b), 16(m)

Consumers' right to withdrawal from online purchases is perhaps the most significant provision that fosters trust in the CRD. The right of withdrawal differs substantially when purchasing tangible goods compared to digital content and was also tested using different scenarios during the mystery shopping exercise.

When purchasing tangible goods online, consumers' right of withdrawal is simple. They are allowed to return the product within 14 days of receiving it and to receive back all payments. This allows consumers to purchase goods online with the confidence that their purchase is risk-free and that they can withdraw from it at any point within the two week period. This provision was tested during the mystery shopping by instructing all consumers who participated in the study to purchase a product belonging to one of the two selected categories and then withdraw from the contract and return the product within the 14-day period. In this scenario, shoppers were instructed to inform the trader that they want to withdraw from the contract and to follow the return procedure given on the website. The mystery shoppers did not open the product at all and returned it as they had received it. In addition to traders' overall willingness to accept returns based on consumers' right of withdrawal, the mystery shopping survey investigated the speed with which this occurs (in days and number of contact attempts both via email and phone). In addition, traders' compliance as regards the reimbursement of delivery costs (where applicable) was tested.[187] Lastly, the exercise incorporated consumers' subjective perceptions of traders' willingness to comply with the right of withdrawal, the overall ease of returning an unwanted product and how their trust and confidence in online shopping is affected by their overall experience.

The right of withdrawal as it applies to the purchase of digital content which is not supplied on a tangible medium (e.g. download) is more intricate than when applied to tangible goods, as there are specific requirements that apply in this context. First, traders need to seek consumers' acknowledgement that as soon as the performance starts with the consumers' prior express consent, their right of withdrawal is lost. This was tested by asking mystery shoppers to check whether or not traders ensure such acknowledgment from consumers. Second, the consumer has a right to full refund if he/she withdraws from the purchase of digital content, if he does so before starting to download the digital content purchased. This rule was tested by looking into consumers' experiences and perceptions while executing their right of withdrawal during the purchase of digital content.

In case of service contracts, consumers might lose their right of withdrawal 14 days after the conclusion of the contract (Art. 9 and 14 of the CRD).

3.2. Methodology

Mystery shoppers were asked to observe, experience and measure a process by undertaking a series of pre-determined assignments to assess performance against specific criteria, reporting back on their experience in a comparable and consistent way. The mystery shopping closely followed the natural steps of the online shopping process, building on the extensive experience of GfK with designing such online surveys (e.g., a recent project investigating the scope of geo-blocking practices).

The mystery shopping was conducted in 8 EU Member States: Bulgaria, Finland, France, Germany, Greece, Netherlands, Poland and Portugal. In the following sections, the methodology of the mystery shopping is further detailed, including the choice of the

[187] Traders must reimburse the full price of a product including the delivery cost. As regards the direct costs of returning the goods these are borne by the consumer if not specified otherwise or if the trader failed to inform the consumer that the consumer has to bear them. This will be clearly communicated to mystery shoppers participating in the project.

sectors and products to be surveyed, the number of exercises to be completed (by country, sector, and product), and the proposed mystery shopping scenarios.[188]

3.2.1. Sector and product selection

The selection of sectors and products was done by using the most recent version of the consumer complaint database[189]. The complaints were filtered falling in categories relevant to the scope of the Consumer Rights Directive. The table below (Table 150) presents the top markets (overall) by number of complaints after the filters were placed.

Table 150 Top ten sectors by number of complaints (based on the CRD)

Sector	Number of complaints (Consumer Rights Directive)
Information and communication technology (ICT) goods	22850
House maintenance and improvement services	19163
Furnishings	15714
Internet services	14325
Second-hand cars	12361
Clothing (including tailor-made goods) and footwear	12327
Mobile telephone services	12321
Electronic goods (non-ICT/recreational)	9283

It is clear from the table above that the ICT goods market is the clear choice in terms of the proportion of complaints issues that are related to issues outlined in the Consumer Rights Directive. Due to the exceptionally large number of complaints, the ICT sector was chosen for this mystery shopping.

Within the ICT sector, two specific tangible products that fall within the price range of 20-50 EUR (this range has a restricted upper limit due to budget and risk constraints) were selected: computer mice and memory (USB) sticks. These products are widely available in online electronics retailers, reaching a broad range of European consumers.

In terms of digital content, the following two product categories were chosen: security software and music (downloads). Security software and music downloaded in digital format are two widespread and common product types within the digital content sector.

In sum, four types of products/content were chosen to be purchased during the mystery shopping exercise. Each of these product categories will correspond to one specific mystery shopping scenario. Based on these specifications, the required number of retailers belonging both within the ICT goods and the digital content sectors were sampled. In addition, following the European Commission's requirements, the largest online shops in each country, with at least three per country having an international presence, were chosen.

188 The proposed mystery shopping scenarios reflect domestic online shopping only. However, it would be possible to conduct part of the mystery shopping exercise through a cross-border perspective.

189 The European Consumer Complaints Registration System (ECCRS): http://ec.europa.eu/consumers/consumer_evidence/data_consumer_complaints/index_en.htm

To select the largest retailers, internet traffic data of visitors in that country, provided by the SimilarWeb[190] online database was used as a proxy for market share SimilarWeb[191] updates their data with high frequency (once per month). SimilarWeb rankings from July and August 2016 were used to create the retailer lists.

For the ***tangible ICT products (computer mice and memory sticks)***, the top retailers in the category 'Consumer Electronics' were considered, because this category matches the chosen product type. After composing this list, it was checked which retailers supply the required good at the required price range (between 20 and 50 euros). The check was performed starting from the top-ranked retailer in each country moving down to the lower-ranked retailers. Retailers that supply the required product were selected. The check was ended once 10 retailers were selected and at least three of them had international presence.

The database of SimilarWeb was also used to compose the country lists for ***Security Software***. After composing the list, it was checked which retailers supply the required product at the required price range (less than 100 euros). Similar to the tangible ICT products, the check was performed starting from the top-ranked retailer in each country moving down to the lower-ranked retailers. Retailers that supply the required product were selected and the check was ended once 10 retailers (with at least 3 retailers with international presence) were selected.

Finally, for ***Music Download*** retailers, music downloads for 30 euros or less were looked for. Since there is no database that provides a ranking for online retailers of downloadable music, the pro-music.org website[192] was used to obtain a list of online retailers of (legal) music download services. The number of music download services in each country is limited, given that the market is very concentrated, dominated by major players, such as iTunes. In order to investigate enough retailers and to achieve a big enough sample size, we sampled more retailers from bigger markets (i.e., markets with more than 10 music download services, such as France or Germany) to compensate for markets with fewer music download services (such as Bulgaria or Portugal). An overview of the number of cases per country is presented in Table 151.

3.2.2. Distribution of mystery shopping assessments

The table below (Table 151) presents an overview of the number of mystery shopping assessments broken down by country, by sector and by product. A total of 341 assessments were proposed , distributed across the 8 Member States. A slightly lower number of assessments was foreseen for digital content (149 in total; 78 for security software and 71 for music) compared to tangible goods (192 in total, 96 per product) in order to allow for a larger expected variability within the ICT goods market. The number of assessments per market within each country was 24 for ICT goods and 20 for digital content. Since the presence of traders of music downloads varies a lot between countries, these evaluations could not be distributed equally across the countries. In order to obtain a sufficient number of completed evaluations for this product type, a bigger number of evaluations were included in countries with a greater presence of music

[190] SimilarWeb is one of the top providers of website traffic data worldwide

[191] SimilarWeb uses 4 different data sources to create country rankings: A large panel of monitored devices, local internet service providers, web crawlers and many direct measurement sources from websites and apps. SimilarWeb's data is treated with algorithms to represent the entire Internet population.

[192] www.pro-music.org/legal-music-services-europe.php

traders to compensate for countries with a smaller number of music traders. Annex 5 presents an overview of all investigated retailers.

Table 151 The distribution of mystery shopping assessments by country, by sector and by product

Sector	ICT goods		Digital content		TOTAL
Product type / country	Computer mice	Memory sticks	Security software (download)	Music (download)	
Bulgaria	12	12	9	4	40
Germany	12	12	10	21	57
Finland	12	12	10	7	41
France	12	12	10	12	47
Greece	12	12	9	5	39
The Netherlands	12	12	10	9	44
Poland	12	12	10	8	42
Portugal	12	12	10	7	41
TOTAL	**96**	**96**	**78**	**71**	**341**

As regards the number of mystery shoppers, a maximum of 3 assessments were conducted per mystery shopper, which translates into a minimum of 15 shoppers per country and a total minimum of 120 mystery shoppers participating in the exercise.

3.2.3. Mystery shopping scenarios

The four products or content types reflect four different mystery shopping scenarios with survey questions tailored to the specific product category. Most importantly, the mystery shopping exercise was designed to test **all relevant provisions regarding pre-contractual information requirements and the right of withdrawal for each product category**. Below is an example of one scenario outline. The other three scenarios were equivalent in terms of the steps taken by mystery shoppers but were designed to implement different issues within the provisions discussed above[193].

Step 1: Agreement to participate

Mystery shoppers had to read through a general briefing document which described the overall goal of the exercise, which also outlined the steps they had to take throughout the process and the overall timeline of the exercise. Once they had read through the briefing, a certain proportion agreed to participate in the project by accepting the conditions. This general briefing was identical and was seen by all mystery shoppers who showed an interest in participating.

Step 2: Specific task assignment

Mystery shoppers received a set of specific instructions they needed to follow throughout the exercise. The briefing document provided specific (unique) information about the product category (e.g. USB stick), price range (e.g. 30-50EUR) as well as the details about the online retailer (website – e.g. www.fnac.be) where they had to purchase the

[193] An overview of the steps that mystery shoppers had to take is given in the briefing documents in the annex.

product. The mystery shopper could use the payment method of their own choice, given that the trader approves of it.

The briefing document also outlined the specific steps (actions) they were required to take throughout the course of the mystery shopping exercise. The document consists of three different versions, one for each scenario/product category (ICT goods, software download, music download). Each mystery shopper was assigned to one of these three scenarios and received the appropriate version of the briefing document. The first task of mystery shoppers was to check if the specific product they were required to buy is available at the specific retailer they were assigned to. If this is not the case, they reported back to us and the exercise was terminated. Such prematurely terminated mystery shopping exercises would not be considered valid. In these situations mystery shoppers received information of a substitute trader to complete the exercise.

Step 3: Product acquisition

At this stage, mystery shoppers acquired the specific product (USB sticks or computer mice) or digital content (security software or music downloads) outlined in the briefing document, by using the payment details provided. Immediately after purchasing the product, mystery shoppers were asked to provide proof for this.

During this step, mystery shoppers also had to complete the **first online survey**, which addressed all relevant issues of the **pre-contractual information requirements** (e.g. trader contact information), related to the conclusion of the contract (e.g. hot button), the ban on extra fees for the use of means of payment, and the ban to use pre-ticked boxes with regard to additional payments. The survey took about 20 minutes and presents a comprehensive overview of the shopping process.

Step 4: Exercising the right of withdrawal

After receiving the product or digital content, mystery shoppers had to wait 1 to 3 days, depending on whether they purchased a tangible good or digital content. After this specified waiting period, mystery shoppers who purchased tangible goods attempted to contact the trader to communicate that they wished to withdraw from the contract. As a second step, they returned the product within the legal period of 14 days and sent the trader proof of having returned the product through a courier service. During this stage, the traders' willingness to abide with the right of withdrawal and the ease of withdrawal from the purchase (agreement to offer a refund, timing) was evaluated by the mystery shoppers. For mystery shoppers who purchased digital content and did not observe any trader violations in terms of the specific requirements regarding the right of withdrawal, the procedure was similar. They communicated their decision to withdraw from the purchase to the trader without having listened to the downloaded music or without having downloaded the purchased software. For the small number of cases where traders did violate the special conditions related to the right of withdrawal, mystery shoppers stated their rights and asked for a full refund. Based on their experience, the mystery shoppers then evaluated the traders' willingness to comply with the provisions and specific requirements was tested.

Step 5: Second online survey

The last step of the mystery shopping exercise consisted of a second online survey that shoppers were required to fill in comprehensively in order to finalize their participation. In the briefing document, they were provided with an outline of the types of questions that were asked during the second online survey and asked to pay specific attention to these topics throughout the mystery shopping exercise. The survey focused both on the outcomes of the mystery shopping exercise (e.g. if shoppers received a refund, how long

it took etc.) as well as specifics regarding mystery shoppers' experiences and perceptions of traders' readiness to respect their right to withdrawal from the purchase. The survey was developed by GfK in close communication with the Commission in order to ensure that it is well tailored to incorporate all research questions the study aims to answer.

The next sections will present the results organized by the four types of products. The first section (Section 3.4) summarizes the results for both tangible goods (USB sticks and computer mice), Section 3.5 will present the results for the security software downloads and Section 3.6 will present the results for the music downloads.

3.3. Summary of results

The results of the CRD mystery shopping exercise provide insights into the traders' compliance with the specific information requirements from the CRD and with the right of withdrawal. As described in the methodology, this mystery shopping involves traders of ICT products (computer mice and USB sticks), security software (one-off purchases and subscriptions) and music downloads. The results in the following sections are presented for each of the products separately and are structured around three parts: (1) the absence and/or clarity of pre-contractual information requirements, (2) the absence and/or clarity of formal requirements for the conclusion of distance contracts and (3) traders' compliance with CRD requirements related to the right of withdrawal. As described in the methodology, this mystery shopping involved traders of ICT products (computer mice and USB sticks), security software (one-off purchases and subscriptions) and music downloads.

First, the findings of the mystery shopping exercises focuses on the ***information that traders are required to provide to consumers before they are bound by a distance or off-premises contract***. For almost all mystery shopping cases, the *main characteristics of the product* were easily found and presented clearly. Moreover, almost all mystery shoppers also easily found the *name of the trader* and *geographical address*. The results for the availability of *phone numbers, e-mail addresses* and *contact forms* differed, however, across the types of traders and this information was made more readily available by the investigated traders of tangible good than by the traders of security software and music downloads.

Almost all investigated traders of tangible goods, security software and music downloads provided the required information on the *accepted means of payment*. Moreover, *delivery costs* were provided by almost all the included traders of tangible goods, while only 61% specified the *delivery service* to be used and only 72% provided a *delivery date* and *additional costs* were provided by almost all the included traders of tangible goods and by the majority of music download traders.

For the security software subscriptions, traders are obliged to provide information about the *costs of open-ended contracts or subscriptions per month or per billing period* and the *minimum contract duration.* While almost all traders of software subscription clearly mentioned the subscription costs, only 57% of the investigated software subscriptions also mentioned the minimum contract duration.

In addition to the information requirements above, a specific set of pre-contractual information requirements about the ***functionality and interoperability of digital content*** relates to digital content (i.e., security software and music downloads in the current mystery shopping). The required information includes items such as the language of the software interface, the file types that the software/music uses or the requirements for an internet connection. The results show that mystery shoppers of security software felt quite informed about the *interoperability of the software with computer hardware* and the *functionality of the software*. Mystery shoppers who were instructed to look for music downloads felt most informed about the *file types that the music uses*. However, for many items, the mystery shoppers felt relatively uninformed. For example, only between 30% and 60% of the mystery shoppers of both security software and music downloads felt informed about the *requirements for an internet connection, required additional purchases* or *the compatibility with other software.* These results hint toward possibilities for improvement regarding the provision of this information.

Furthermore, the findings also provide insights into traders' compliance to ***formal requirements regarding the conclusion of distance contracts by electronic means (online purchases).*** Before placing their orders, almost all mystery shoppers

were clearly informed about the *total price of the product*, while only 54%-70% of mystery shoppers were informed about the *main characteristics*.

The CRD also requires traders to ensure that the consumer explicitly acknowledges that his order implies an obligation to pay. This is usually done using *a dedicated order confirmation button*. This button was present in almost all mystery shopping cases.

Traders are also not allowed to charge consumers any *fees that exceed the cost borne by the trader for the use of a specific payment method* or *imply the consumers' agreement to additional costs using pre-ticked boxes*. In almost all mystery shopping cases, there were no extra charges based on the method of payment. Dependent on the product type mystery shoppers were relatively often offered selectable options that would cost them more, especially for security software sellers. However, only about one fifth of the investigated traders pre-ticked these selectable options. It is noticeable that for about half of the mystery shoppers that were confronted with either costs for their means of payment and pre-ticked boxes, this had an effect on their satisfaction with the seller, willingness to buy from the same seller in the future and/or with the purchase.

Finally, the mystery shopping also assessed ***traders' compliance with the right of withdrawal***. The trader must provide clear and comprehensible information on the right of withdrawal before the consumer is bound by a distance contract. The results show that this information is often missing. For tangible goods, traders have to specify the right to withdraw from the contract within 14 days after delivery. This was done by about half of the investigated traders. Traders of digital content have to inform consumers that they have a right to withdraw from the contract before downloading the content. Only 23% of music downloads traders, 33% of the traders offering one-off purchases of security software and 44% of the traders of security software subscriptions provided this information.

To facilitate the consumers' withdrawal procedure, traders can also provide a withdrawal form. While this is provided by 62% of tangible goods traders in the sample, this number decreased to 19% for security software traders and 14% for music download traders.

When withdrawing from a contract, the trader has to reimburse all payments received from the consumer, including the costs of delivery, within 14 days. The results show that the majority of mystery shopping cases resulted in a full reimbursement. This number was, however, higher for tangible goods and security software than for music downloads. Reimbursements were almost always given in the form of money. For tangible goods, the delivery costs were only reimbursed by half the traders.

In conclusion, most mystery shoppers were satisfied with the withdrawal process. The satisfaction was, however, lower for mystery shoppers of music downloads than for tangible goods and security software.

3.4. Results for tangible ICT goods

The final results for this study are based on a sample of 192 evaluations. 96 evaluations for computer mice and 96 evaluations for memory sticks are taken into account. The distribution among the eight different countries is completely equal. All countries have 24 performed mystery shopping tasks equally distributed between computer mice and memory sticks. The base size reported in each table reflects the number of evaluations per product.

3.4.1. Product purchase

3.4.1.1. Availability of contact information of the trader

Article 6(1)(b), (c) and (h) require the trader to provide the consumer with his contact details. This is important for the consumer to be able contact the trader quickly and communicate with him efficiently. Moreover, traders also has to provide a withdrawal form on their website. This first part of the results reports how easy consumers find it to locate various contact details of the retailer (*Q1-Q6*). Concretely, this analysis focuses on the availability of the following information as required by the CRD:

- the name of the trader on the website,
- the geographical address of the trader on the website,
- the phone number of the trader on the website,
- the e-mail address of the trader on the website, and
- the withdrawal form of the trader on the website.

Additionally, the availability of contact forms[194] as an alternative to e-mail was tested. To measure the availability of information presented above, mystery shoppers were asked to look for this information on the trader's websites.

The results show that the *name of the trader* was provided in a clear and comprehensible manner (Table 152). 98% of mystery shoppers that purchased a computer mouse and 96% of those that purchased a memory stick found it easy or very easy to locate this information. Mystery shoppers from Finland had the most difficulties in finding the trader's name, only 88% of these mystery shoppers (in Finland) found this information (very) easily.

Table 152 How easy or how difficult is it to find the name of the trader on the website? (Q1)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	83%	13%	3%	1%	0%		96%	4%
Mouse	96	82%	16%	2%	0%	0%		98%	2%
Total	**192**	**83%**	**14%**	**3%**	**1%**	**0%**		**97%**	**3%**
Greece	24	100%	0%	0%	0%	0%		100%	0%
Poland	24	92%	8%	0%	0%	0%		100%	0%
The	24	88%	13%	0%	0%	0%		100%	0%

[194] However, in contrast to the e-mail address, the CRD does not require traders to make a contact form available to the consumer.

Netherlands									
France	24	75%	25%	0%	0%	0%		100%	0%
Portugal	24	67%	33%	0%	0%	0%		100%	0%
Germany	24	79%	17%	4%	0%	0%		96%	4%
Bulgaria	24	79%	13%	4%	4%	0%		92%	8%
Finland	24	83%	4%	13%	0%	0%		**88%**	13%

Information about the *geographical address* was also provided in a manner which made it 'easy' or 'very easy to find for most mystery shoppers (84%; see Table 153). Some country differences can be observed. All mystery shoppers in Bulgaria easily found the geographical address (100%) on websites. In contrast, only 67% of the mystery shoppers in Finland could find this information easily. Moreover, while 83% of the Portuguese mystery shoppers and 75% of Dutch mystery shoppers could find this information easily, respectively 17% and 13% of them could not find the address at all.

Table 153 How easy or how difficult is it to find the geographical address of the trader on the website? (Q2)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	47%	35%	6%	2%	9%		82%	8%
Mouse	96	53%	32%	7%	3%	4%		85%	10%
Total	**192**	**50%**	**34%**	**7%**	**3%**	**7%**		**84%**	**9%**
Bulgaria	24	79%	21%	0%	0%	0%		**100%**	0%
Greece	24	71%	17%	8%	0%	4%		88%	8%
Poland	24	63%	29%	4%	4%	0%		92%	8%
The Netherlands	24	46%	29%	8%	4%	**13%**		75%	13%
Germany	24	42%	46%	4%	4%	4%		88%	8%
France	24	38%	42%	4%	8%	8%		79%	13%
Finland	24	33%	33%	25%	0%	8%		**67%**	25%
Portugal	24	29%	54%	0%	0%	**17%**		83%	0%

Similar results were found for the *telephone number* of a trader. Traders provided this information in a way that made it for the majority of mystery shoppers (very) easy to find (93%; Table 154). Moreover, country-level results also show that mystery shoppers in Bulgaria, Poland and the Netherlands (very) easily found this information on all investigated websites (all 100%). As before, Portuguese mystery shoppers were most likely to not find the trader's phone number on the website (21% could not find this information).

Table 154 How easy or how difficult is it to find the phone number of the trader on the website? (Q3)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	60%	33%	3%	0%	3%		94%	3%

Mouse	96	67%	25%	4%	1%	3%		92%	5%
Total	**192**	**64%**	**29%**	**4%**	**1%**	**3%**		**93%**	**4%**
Poland	24	92%	8%	0%	0%	0%		**100%**	0%
Bulgaria	24	88%	13%	0%	0%	0%		**100%**	0%
Greece	24	88%	8%	4%	0%	0%		96%	4%
The Netherlands	24	71%	29%	0%	0%	0%		**100%**	0%
Germany	24	67%	29%	4%	0%	0%		96%	4%
France	24	46%	42%	13%	0%	0%		88%	13%
Finland	24	29%	58%	8%	0%	4%		88%	8%
Portugal	24	29%	46%	0%	4%	**21%**		75%	4%

Information to contact the trader online, either via *e-mail* (Table 155) or via an *online contact form* (Table 156) was on average relatively less clearly and comprehensibly provided by the investigated traders. Only 73% of the mystery shoppers found the e-mail addresses of the traders *easily* or *very easily*. At country-level, 42% of the French mystery shoppers were not able to find this information, followed by mystery shoppers in Portugal, Greek (both 29%) and the Netherlands (25%).

Table 155 How easy or how difficult is it to find the e-mail address of the trader on the website? (Q4)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	47%	28%	7%	2%	16%		75%	9%
Mouse	96	44%	27%	2%	3%	24%		71%	5%
Total	**192**	**45%**	**28%**	**5%**	**3%**	**20%**		**73%**	**7%**
Bulgaria	24	71%	17%	4%	0%	8%		**88%**	4%
Poland	24	63%	25%	4%	0%	8%		**88%**	4%
The Netherlands	24	54%	21%	0%	0%	**25%**		75%	0%
Greece	24	50%	17%	0%	4%	**29%**		67%	4%
Germany	24	42%	42%	8%	0%	8%		83%	8%
Finland	24	29%	46%	8%	8%	8%		75%	17%
France	24	29%	13%	8%	8%	**42%**		42%	17%
Portugal	24	25%	42%	4%	0%	**29%**		67%	4%

Similarly, only about three fourth of the mystery shoppers (74%) easily found contact forms for the traders of both products (77% for computer mice; 71% for USB sticks). The results at country-level suggest some trade-offs between the provision of an e-mail address and contact forms. For example, mystery shoppers in Finland were more likely to find e-mail addresses of retailers (75%, Table 155), while they were less likely to find contact forms (50%, Table 156). This indicates that traders often provide only one of the two contact opportunities. This, however, was not the case for all countries. Bulgarian mystery shoppers were very likely to find both an e-mail address (88%) and a contact form (92%). In France, mystery shoppers were the least likely to find an e-mail address (42% could not find it, Table 155), while one fifth of the French mystery shoppers could not find the contact form (21% could not find it, Table 156).

Table 156 How easy or how difficult is it to find the contact form of the trader on the website? (Q5)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	39%	32%	7%	1%	21%		71%	8%
Mouse	96	46%	31%	8%	2%	13%		77%	10%
Total	**192**	**42%**	**32%**	**8%**	**2%**	**17%**		**74%**	**9%**
Bulgaria	24	75%	17%	0%	0%	8%		**92%**	0%
Greece	24	71%	13%	4%	0%	13%		83%	4%
Germany	24	54%	33%	0%	0%	13%		88%	0%
The Netherlands	24	38%	46%	4%	0%	13%		83%	4%
Poland	24	33%	29%	13%	4%	**21%**		63%	17%
France	24	29%	42%	4%	4%	**21%**		71%	8%
Finland	24	21%	29%	17%	4%	**29%**		**50%**	21%
Portugal	24	17%	46%	21%	0%	17%		63%	21%

Finally, withdrawal forms were even more difficult to find. Only 62% of the mystery shoppers found them (very) easily, while 24% of the mystery shoppers were unable to find this information. While there were no differences between the two types of products, country differences can be observed. Especially in Greece (33%) and Portugal (46%) this information was often not found, while in France this information was most easily available (88%).

Table 157 How easy or how difficult is it to find the withdrawal form of the trader on the website? (Q6)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
USB	96	27%	40%	8%	1%	24%		67%	9%
Mouse	96	20%	38%	17%	2%	24%		57%	19%
Total	**192**	**23%**	**39%**	**13%**	**2%**	**24%**		**62%**	**14%**
France	24	42%	46%	0%	0%	13%		**88%**	0%
Germany	24	38%	33%	17%	0%	13%		71%	17%
Poland	24	29%	42%	13%	0%	17%		71%	13%
The Netherlands	24	25%	50%	8%	0%	17%		75%	8%
Bulgaria	24	17%	33%	21%	0%	29%		50%	21%
Greece	24	17%	38%	4%	8%	**33%**		54%	13%
Portugal	24	13%	25%	17%	0%	**46%**		38%	17%
Finland	24	8%	42%	21%	4%	25%		50%	25%

3.4.1.2. Availability of information about the product

Article 6(1)(a) CRD requires the trader to provide information about the main characteristics of the product in a clear and comprehensible manner. This section looks at the availability of such information. In particular, the results provide insights into the

ease of finding this information, the degree to which mystery shoppers were informed about the product's main characteristics and the perceived clarity of this information.

To measure how clearly and comprehensible the information was presented, mystery shoppers were asked to navigate to the electronic device product webpage and browse through the description of the product. They were allowed to navigate the traders' website to look for the required information. They could use the full website except the Terms & Conditions page.

Overall, the main characteristics were very easy to find (97%), both for USB sticks (98%) and computer mice (97%; see Table 158 for an overview). At country-level, differences are only minor. Mystery shoppers could easily find information about the main characteristics of the product across all countries, but especially in Greece, Poland and France (all 100%).

Table 158 How easy or how difficult is it to find information about the main characteristics of the product? (Q7)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
USB	96	74%	24%	1%	1%		98%	2%
Mouse	96	73%	24%	1%	2%		97%	3%
Total	**192**	**73%**	**24%**	**1%**	**2%**		**97%**	**3%**
Greece	24	92%	8%	0%	0%		**100%**	0%
The Netherlands	24	88%	8%	4%	0%		96%	4%
Poland	24	83%	17%	0%	0%		**100%**	0%
France	24	79%	21%	0%	0%		**100%**	0%
Germany	24	75%	21%	4%	0%		96%	4%
Bulgaria	24	71%	25%	0%	4%		96%	4%
Finland	24	58%	38%	0%	4%		96%	4%
Portugal	24	42%	54%	0%	4%		96%	4%

The majority of mystery shoppers also felt (very) well informed about the main characteristics of the product (92%, see Table 159). While the reported values are high across all countries, the findings show that mystery shoppers from Bulgaria felt slightly less informed than mystery shoppers in other countries (83%).

Table 159 To what degree where you informed about the main characteristics of the product? (Q8)

	Base size	Very well informed	Well informed	Badly informed	Very badly informed		(Very) Well informed	(Very) Badly informed
USB	96	58%	33%	7%	1%		92%	8%
Mouse	96	56%	36%	6%	1%		93%	7%
Total	**192**	**57%**	**35%**	**7%**	**1%**		**92%**	**8%**
France	24	75%	25%	0%	0%		100%	0%
The Netherlands	24	71%	21%	8%	0%		92%	8%

Germany	24	63%	33%	4%	0%		96%	4%
Greece	24	63%	29%	8%	0%		92%	8%
Poland	24	63%	38%	0%	0%		100%	0%
Bulgaria	24	46%	38%	13%	4%		**83%**	17%
Finland	24	46%	42%	8%	4%		88%	13%
Portugal	24	33%	54%	13%	0%		88%	13%

Similarly, most mystery shoppers also evaluated the description of the main characteristics as (very) clear (93%, see Table 160). Again, the findings indicate high levels of information clarity across all countries, with Dutch mystery shopping visits (83%) being the least clear.

Table 160 How clear or unclear was the description of the main characteristics of the product? (Q9)

	Base size	Very clear	Clear	Unclear	Very unclear		(Very) Clear	(Very) Unclear
USB	96	54%	39%	5%	2%		93%	7%
Mouse	96	64%	29%	7%	0%		93%	7%
Total	**192**	**59%**	**34%**	**6%**	**1%**		**93%**	**7%**
France	24	75%	25%	0%	0%		100%	0%
Greece	24	75%	17%	8%	0%		92%	8%
The Netherlands	24	67%	17%	13%	4%		**83%**	17%
Germany	24	63%	38%	0%	0%		100%	0%
Poland	24	63%	38%	0%	0%		100%	0%
Bulgaria	24	54%	38%	8%	0%		92%	8%
Finland	24	42%	46%	8%	4%		88%	13%
Portugal	24	33%	54%	13%	0%		88%	13%

3.4.1.3. Availability of information before buying the product

When purchasing goods online, traders also have to comply with the CRD requirements regarding the provision of information about the total price of the product, freight, delivery and postal charges, any other costs (Article 6(1)(e) and the accepted means of payment (Article 6(1)(g). This section provides insights into whether traders make such information available for tangible goods (USB sticks and computer mice).

To measure the traders' compliance with these information requirements, the mystery shoppers were asked to add the product to their shopping cart and enter their personal details, preferred shipping method and continue the ordering procedure until just before buying the product. They were asked to not click the final buying confirmation. They were also asked to look thoroughly for the requested information and to navigate via any links that they may see during these steps. However, they were instructed not to read an extensive list of Terms & Conditions.

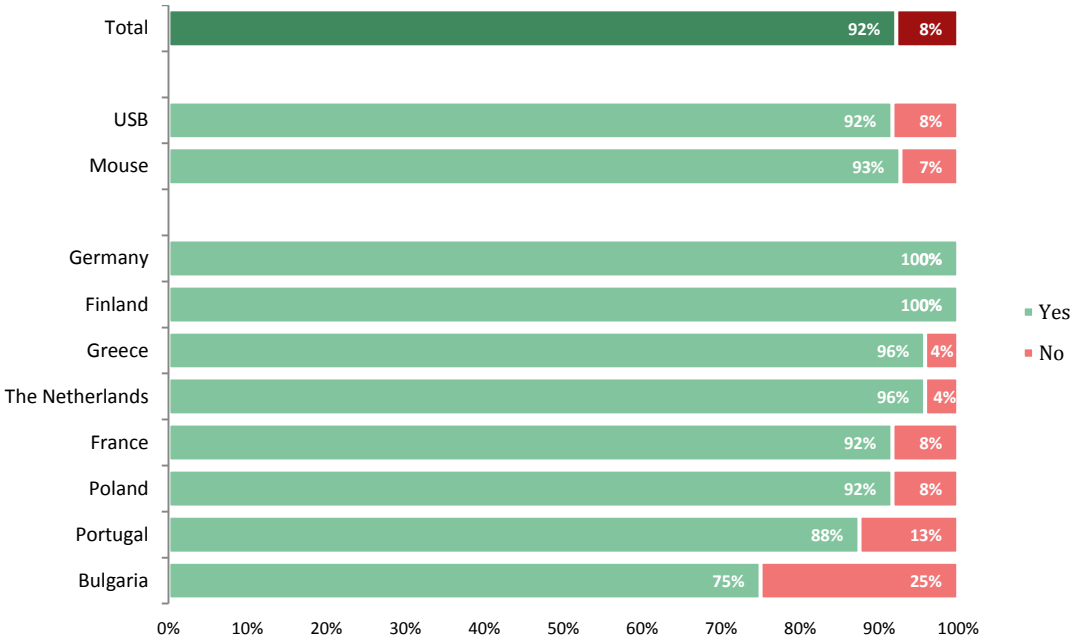
Concretely, this section looks at:

- Information provided about the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)
- Information provided about the delivery costs
- Information provided about additional costs (other than delivery costs or costs related to payment options)
- Information provided about the specific delivery service
- Information provided about the delivery period
- Information provided about the right to withdraw

The results from this mystery shopping task show that this compulsory information about costs and payment methods was often provided in a clear and comprehensible manner by the majority of the investigated web shops.

First of all, 92% of the mystery shoppers found information on *the accepted means of payment* (Figure 22). While there were no big differences between the two tangible products, there were some noticeable country differences. Especially, the results for the Bulgarian mystery shoppers showed that the investigated Bulgarian traders were less likely to provide information about the accepted payment methods (75%). In contrast, all mystery shoppers in Germany and Finland found this information.

Figure 22 Does the trader mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)? (Q10; *Base: 192 cases*)



All of the mystery shoppers received information about the *delivery costs*, if applicable. The majority of the mystery shoppers were charged by the trader for the delivery of the products and were provided information about the delivery costs (71%), while 6% received some information, but not the exact amount. Interestingly, in more than one fifth of the cases the product was delivered free of charge (22%). Some country-differences can be observed. 63% of the Dutch mystery shoppers and 33% of the Bulgarian and French mystery shoppers got the products delivered free of charge, while

this was only the case for 4% of the mystery shoppers in Greece and Finland. About one fifth (21%) of the mystery shoppers in Bulgaria were charged for delivery, but the exact amount was not specified. In Poland and the Netherlands, the the information about the delivery costs was always exact.

Table 161 Did the trader indicate that there are delivery costs? (Q11)

	Base size	Yes, the exact amount	Yes, but not the exact amount	No, it is free of charge	No, nothing is indicated
USB	96	74%	7%	19%	0%
Mouse	96	69%	5%	26%	0%
Total	**192**	**71%**	**6%**	**22%**	**0%**
Greece	24	92%	4%	**4%**	0%
Finland	24	88%	8%	**4%**	0%
Poland	24	88%	0%	13%	0%
Portugal	24	**83%**	4%	13%	0%
Germany	24	79%	4%	17%	0%
France	24	58%	8%	**33%**	0%
Bulgaria	24	46%	**21%**	**33%**	0%
The Netherlands	24	**38%**	0%	**63%**	0%

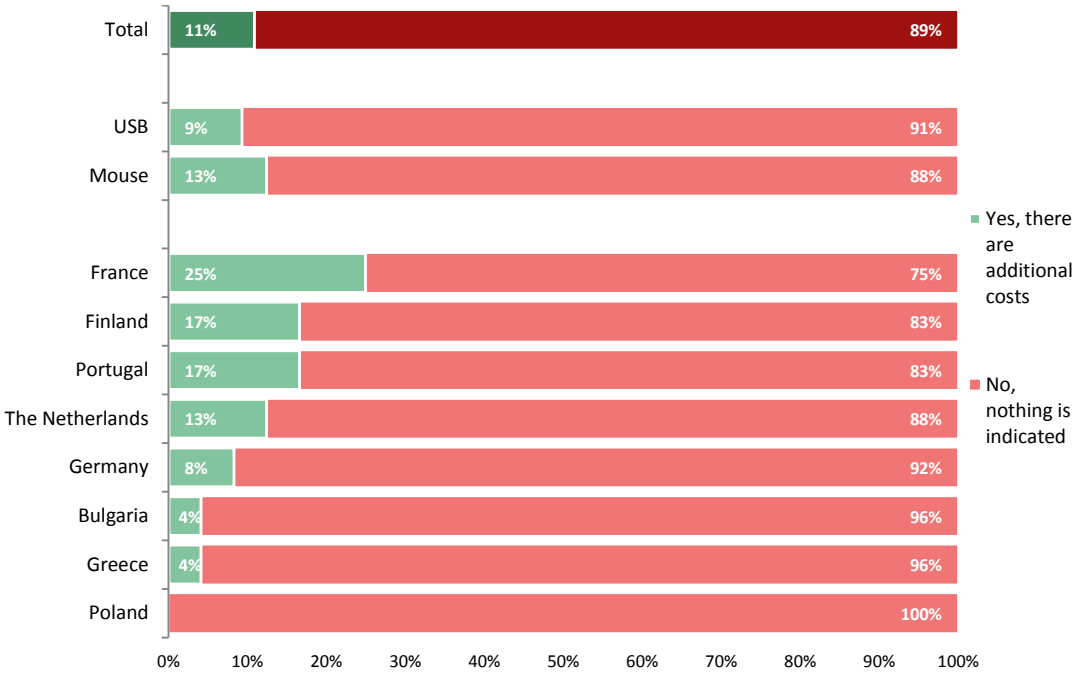
When delivery cost information was provided (even if it was not the exact amount), this information was almost always *easy* or *very easy* to find for mystery shoppers (95%), for both types of products (96% for USB sticks and 94% for computer mice, see Table 162). Quite consistent with the findings above (Table 161), these values were lower for mystery shoppers in Bulgaria (75%). Only in two countries, some mystery shoppers found it 'very difficult' to find information about the delivery costs (5% in Portugal and 13% in Bulgaria).

Table 162 How easy or difficult was it to find the information about the delivery costs? (Q12)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
USB	78	79%	17%	1%	3%		96%	4%
Mouse	71	72%	23%	4%	1%		94%	6%
Total	**149**	**76%**	**19%**	**3%**	**2%**		**95%**	**5%**
Greece	23	87%	13%	0%	0%		100%	0%
Poland	21	86%	14%	0%	0%		100%	0%
Germany	20	80%	20%	0%	0%		100%	0%
Finland	23	78%	22%	0%	0%		100%	0%
The Netherlands	9	78%	11%	11%	0%		89%	11%
France	16	75%	25%	0%	0%		100%	0%
Bulgaria	16	63%	13%	**13%**	13%		**75%**	25%
Portugal	21	57%	33%	**5%**	5%		90%	10%

In most of the cases (89%), the mystery shoppers were charged no *additional costs*, other than the delivery costs or costs related to specific payment options (Figure 23). When looking at the products, the mystery shoppers report more additional costs for computer mice (13%) than for USB sticks (9%). The country-level results indicate that especially mystery shoppers in France (25%), Finland (17%) and Portugal (17%) were charged additional costs relatively more often. In contrast, Polish mystery shoppers were never charged additional costs (0%).

Figure 23 Did the trader indicate whether there are any additional costs (other than delivery costs or costs related to payment options)? (Q13; *Base: 192 cases*)



When additional costs were charged, the mystery shoppers found it almost always easy to find this information (95% found it *easy* or *very easy*; Table 163). As mentioned above (Figure 23), however, this did not occur very often and hence, the base for these results is very limited.

Table 163 How easy or difficult was it to find the information about the additional costs? (Q14)[195]

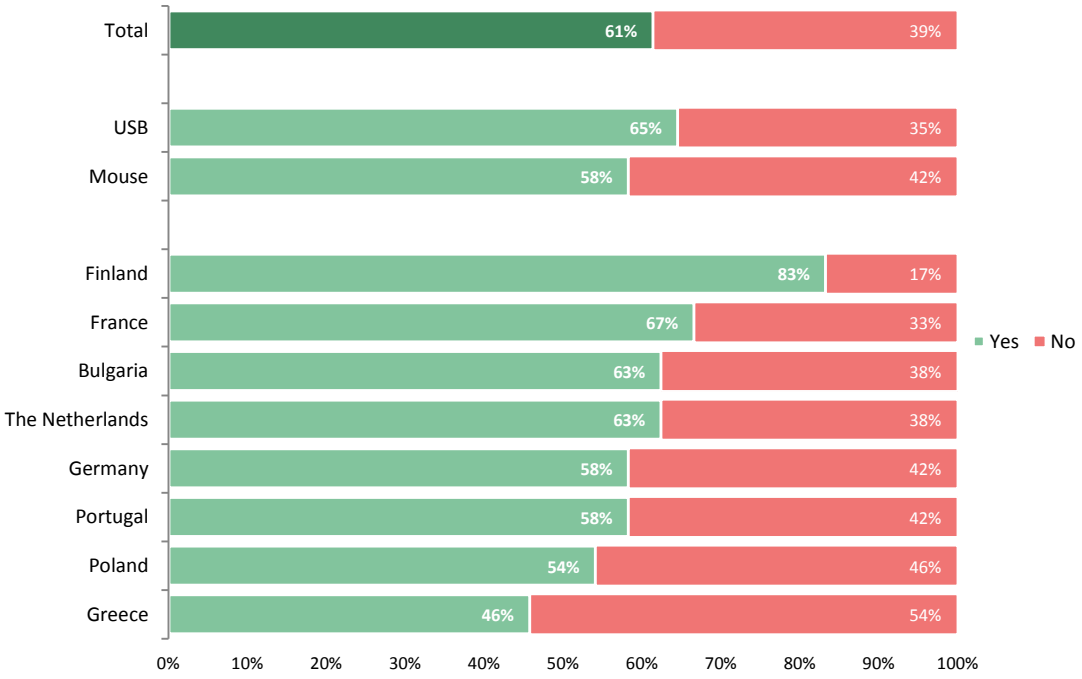
	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
USB	9	33%	56%	11%	0%		89%	11%
Mouse	12	58%	42%	0%	0%		100%	0%
Total	**21**	**48%**	**48%**	**5%**	**0%**		**95%**	**5%**
Greece	1	100%	0%	0%	0%		100%	0%

[195] Poland was omitted from the analysis in Table 163, since no cases with additional costs were reported.

The Netherlands	3	100%	0%	0%	0%		100%	0%
Finland	4	75%	25%	0%	0%		100%	0%
Germany	2	50%	50%	0%	0%		100%	0%
Portugal	4	25%	50%	25%	0%		**75%**	25%
France	6	17%	83%	0%	0%		100%	0%
Bulgaria	1	0%	100%	0%	0%		100%	0%

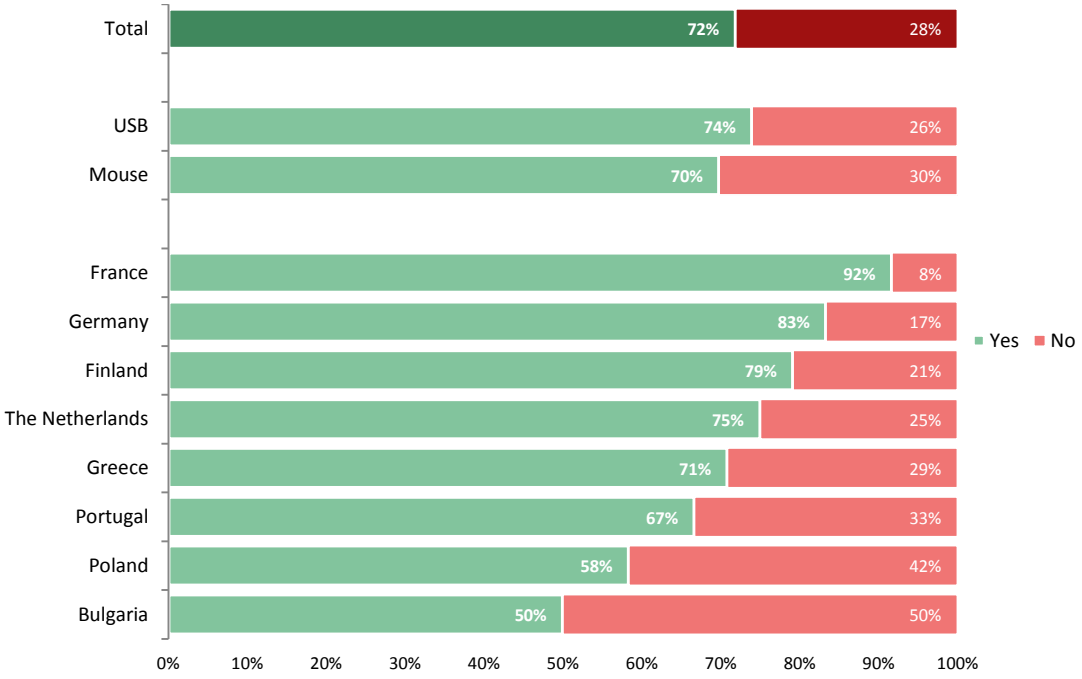
In more than half of all the investigated cases, the *specific delivery service* that delivered the product was indicated (61%; see Figure 24). Mystery shoppers reported this somewhat more often for USB sticks (65%) than for computer mice (58%). Also, mystery shoppers in Finland were more likely to find this information (83%), compared to Greek mystery shoppers (46%).

Figure 24 Did the trader specify through which specific shipping service the product will be delivered (for example, DHL, UPS or national mail service)? (Q15; *Base: 192 cases*)



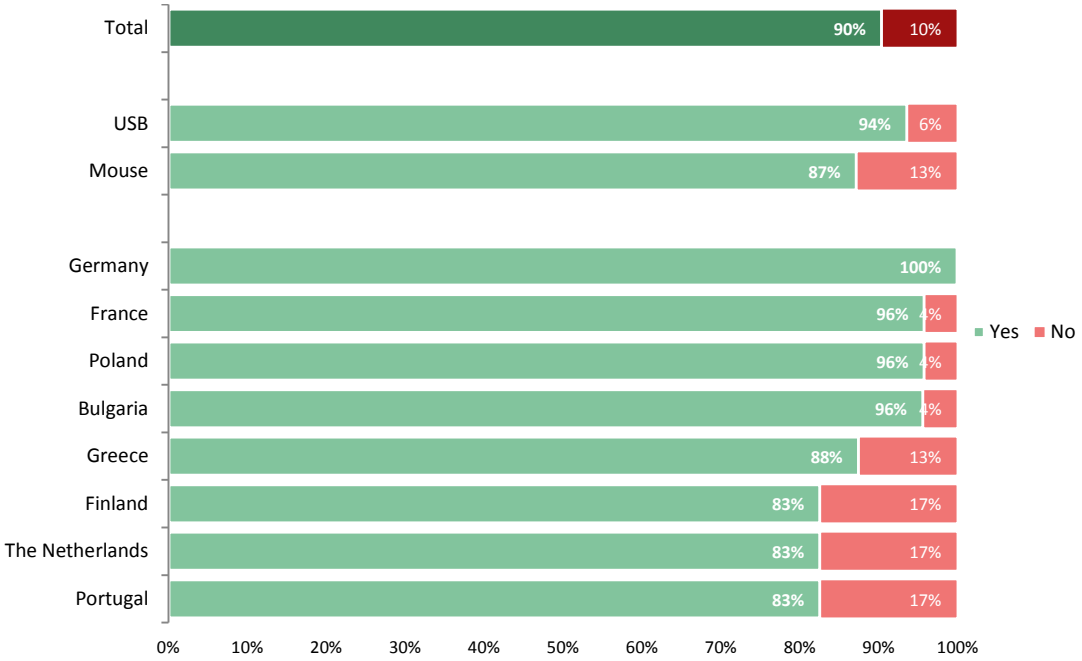
Information about the *estimated time of delivery* was also often provided for the mystery shoppers. In about three fourth of the cases, mystery shoppers were provided with a time estimation for delivery (72%; Figure 25). There were, however, large differences between countries. While the delivery time was especially often indicated in France (92%), this was relatively less often the case in Bulgaria (50%) and in Poland (58%).

Figure 25 Did the trader specify when the product would be delivered to you (for example, by indicating a date or maximum timeframe)? (Q16; *Base: 192 cases*)



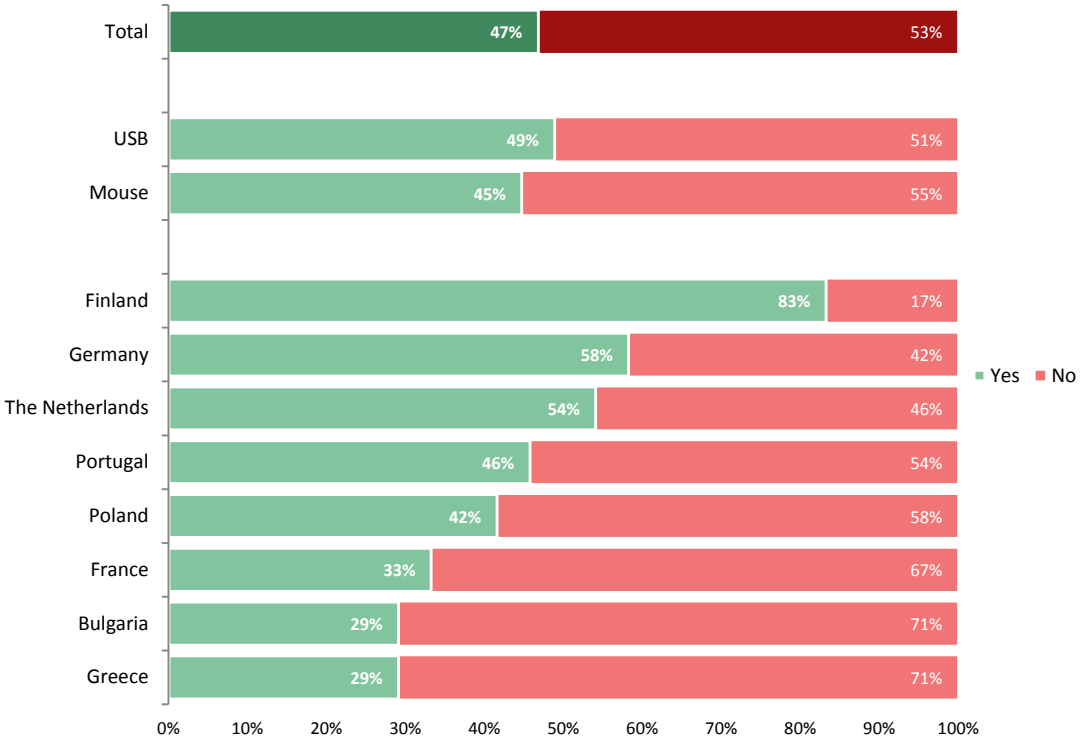
Looking at the actual delivery time, the results show that the products were generally delivered within the estimated delivery time (90% of all products were delivered in time; Figure 26). At country-level, mystery shoppers from the Netherlands (83%), Portugal (83%) and Finland (83%) were the least likely to receive their products in time. However, this was still only the ase for maximum 17% of the mystery shoppers.

Figure 26 Was the product delivered within the delivery time originally indicated by the trader? (Q38; *Base: 188 cases*)



Finally, under CRD Article 14 consumers have the right to withdraw from contracts to buy tangible products within 14 days after delivery. Article 6(1)(h) of the Directive requires traders to provide *information about the right to withdraw* to consumers in a clear and comprehensible manner. However, the results in Figure 27 indicate that less than half of all mystery shoppers (47%) were given this information. Again, some noticeable differences between the eight countries can be observed. Compared to the other countries, a very large percentage of shoppers in Finland received information about this consumer right (83%). In contrast, only the minority of mystery shoppers in Greece (29%), Bulgaria (29%) and France (33%) received this information.

Figure 27 Did the trader specify that you have the right to withdraw from the contract within 14 days after delivery? (Q17; *Base: 192 cases*)



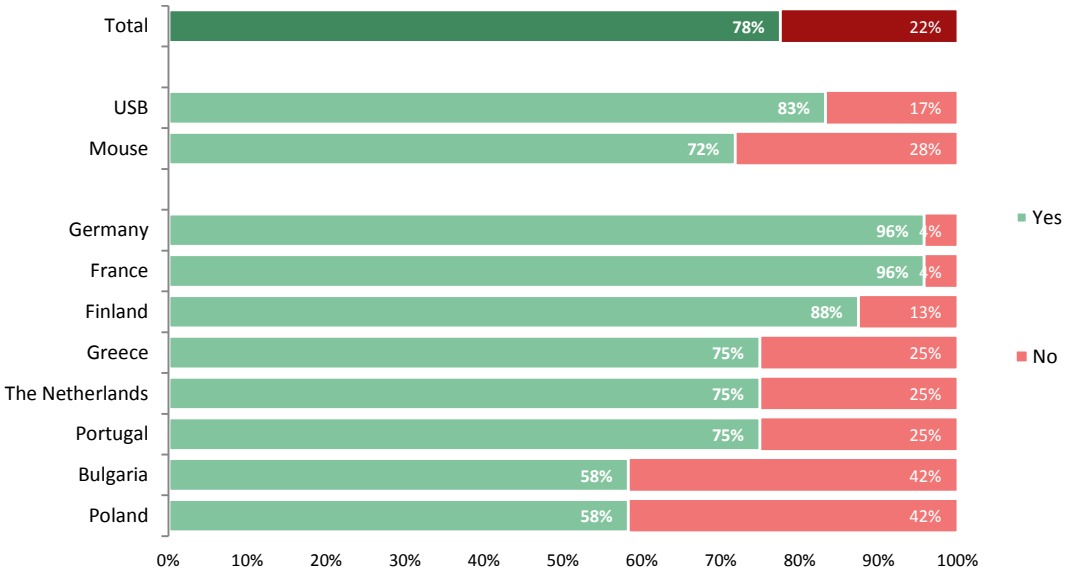
3.4.1.4. Availability of information during the final purchase of the product

Article 8(2) of the Consumer Rights Directive requires traders to provide consumers with an overview of the main characteristics, all costs and the duration of the contract for the selected product(s), directly before the consumer places his order. This section digs deeper into this requirement and the issues mystery shoppers encountered when purchasing a product over the Internet and the effect these issues have on their trust towards the trader. During this stage, the mystery shoppers were asked to give a final purchase confirmation and to pay for the product. In order to check whether the relevant information was provided by the trader, they were asked to pay attention to the final confirmation buttons (or links) making them buying the product.

Information about the main characteristics and the price of the product

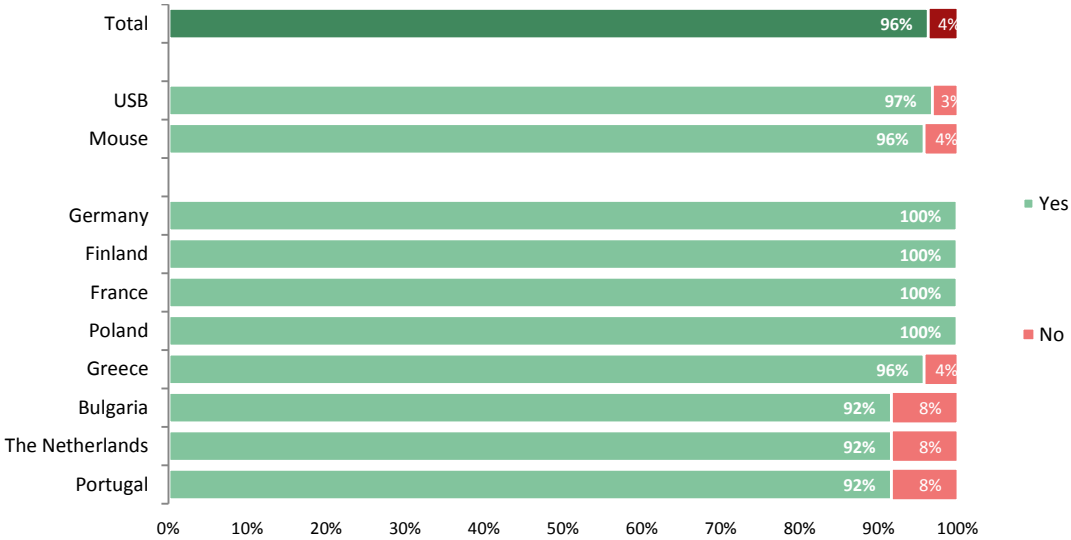
Mystery shoppers were asked to look for what information traders provided about the main characteristics and the price of the product on the website just before they made the purchase. About three fourths of the mystery shoppers were informed about the main characteristics of the product just before they confirmed their purchase (78%, see Figure 28). This percentage was somewhat higher for USB sticks than for computer mice (28% vs. 17%). Country-level results show that mystery shoppers in Germany and France (both 96%) were more likely to be correctly informed according to this information requirements, while this was only the case for a little more than half of the shoppers in Bulgaria and Poland (both 58%).

Figure 28 Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product? (Q18; *Base: 192 cases*)



Most of the mystery shoppers felt informed about the total price of the product (97%, see Figure 29). There were also some country differences. All mystery shoppers for all countries were informed about the total price just before they gave the final purchase confirmation, except for the Portuguese (92%), Dutch (92%), Bulgarian (92%) and Greek shoppers (96%). It has to be noted, though, that those numbers are still very high.

Figure 29 Just before your final purchase confirmation, were you informed clearly about the total price of the product? (Q19; *Base: 192 cases*)

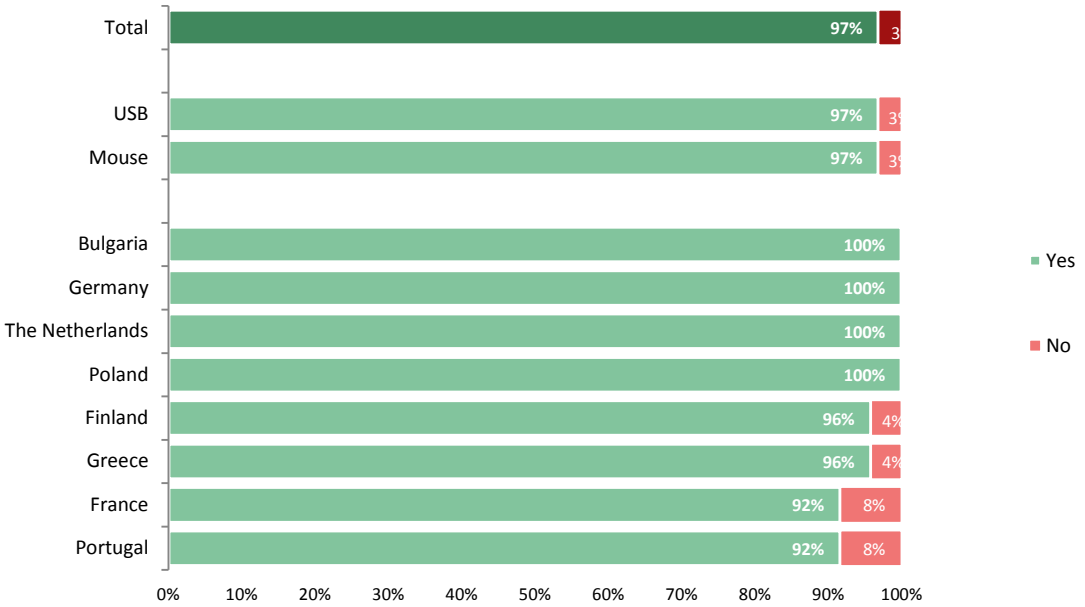


The use of a purchase button to finalize the purchase

Under Article 8(2)(2), the trader shall ensure that the consumer acknowledges that his order implies an obligation to pay. To ensure that consumers are informed that they will have to pay and that they acknowledge this, almost all of the investigated websites (97%) used a purchase button (i.e., a button labelled "buy" or "buy now") that indicates

that the consumer is about to buy the product (see Figure 30). This practice was widely adopted in most countries. Only in Portugal and France, almost one out of ten mystery shoppers were not given this function (both 8%).

Figure 30 When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")? (Q20; *Base: 192 cases*)



Across all countries and products, it was also *clear* or *very clear* (97%) to the mystery shoppers that pressing this button confirms their purchase of the product (Table 164. Only in Finland (92%) this percentage was relatively lower (yet very high).

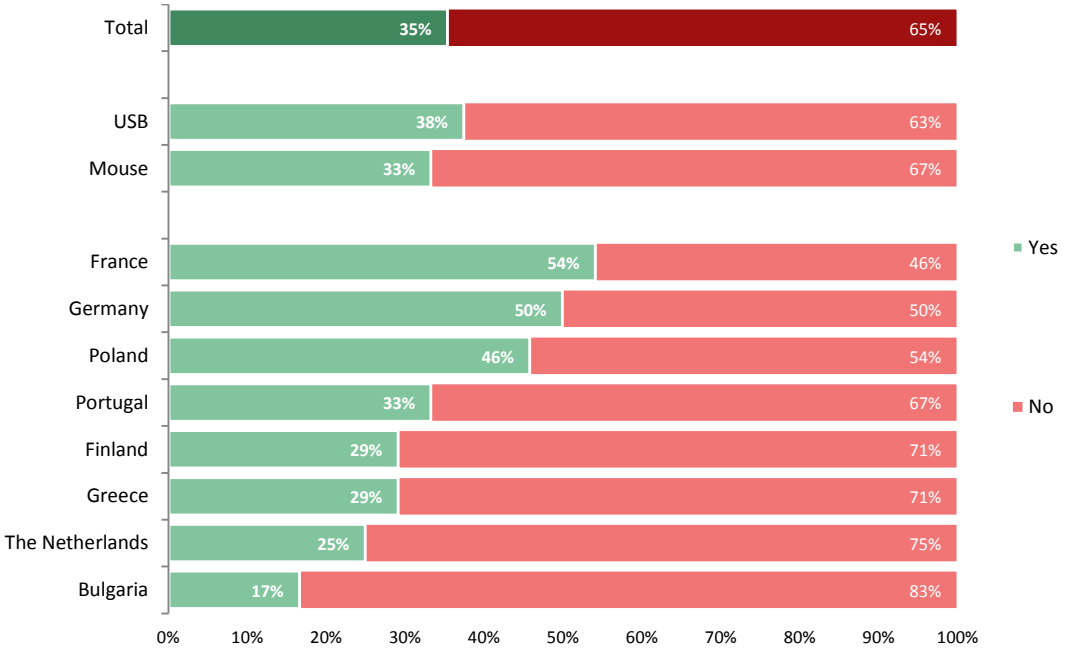
Table 164 How clear or unclear was it that by pressing this button you were agreeing to buy this product? (Q22)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
USB	96	67%	30%	3%	0%		97%	3%
Mouse	96	66%	32%	0%	2%		98%	2%
Total	**192**	**66%**	**31%**	**2%**	**1%**		**97%**	**3%**
Germany	24	92%	8%	0%	0%		100%	0%
Poland	24	88%	13%	0%	0%		100%	0%
The Netherlands	24	75%	25%	0%	0%		100%	0%
Greece	24	71%	25%	0%	4%		96%	4%
France	24	63%	38%	0%	0%		100%	0%
Bulgaria	24	58%	38%	0%	4%		96%	4%
Greece	24	71%	25%	0%	4%		96%	4%
Portugal	24	42%	54%	4%	0%		96%	4%
Finland	24	42%	50%	8%	0%		**92%**	8%

Additional options

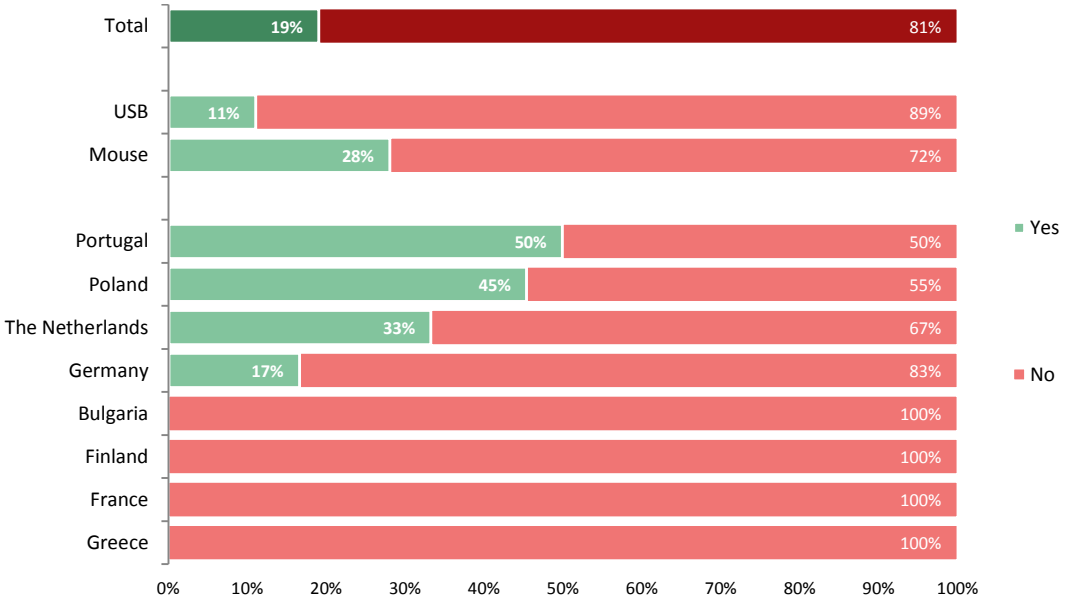
Under Article 22 CRD, the trader shall seek the consumer's express consent to any additional payments in addition to the remuneration agreed upon for the trader's main contractual obligation. This provision is relevant at the purchase stage, where online retailers can offer consumers additional options or products to supplement their purchase. This practive was, however, not often used by the investigated traders. In less than half of the cases (35%), mystery shoppers were offered any selectable options that they could purchase, at the purchase stage (see Figure 31). At country-level, the findings show that mystery shoppers experienced this relatively more likely in France (54%), Germany (50%) and Poland (46%). yet, even in these countries the number of traders using this commercial practice was quite low.

Figure 31 During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)? (Q23; *Base: 192 cases*)



Under Article 22 CRD, the trader may not infer the consumer's express consent to extra payments by using default options, such as pre-ticket boxes. When retailers offer other selectable options that would cost consumers more (*yes* on Q23), they only rarely pre-select these options for the consumers. In total, only for 19% of the mystery shoppers these options were pre-selected for them (see Figure 32). This happened more often with computer mice (28%) than with USB sticks (11%) and was reported more often by mystery shoppers in Portugal (50%), followed by Polish mystery shoppers (45%) and Dutch mystery shoppers (33%).

Figure 32 Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)? (Q24; *Base: 68 cases*)



Pre-selecting options for consumers, and thus offering options that consumers have not asked for as a default, can affect consumer trust towards the trader (Figure 33) and towards online traders in general (Figure 34). More than half of the mystery shoppers that faced this issue found his or her trust towards the trader affected (62%) and a little less than half of the mystery shoppers that faced this issue found his or her trust towards online traders in general affected (46%; Figure 34). The latter effect is relatively lower when the pre-selected options were offered for a USB stick (25%) than when buying a computer mouse (56%). In general, the trust of German and Dutch mystery shoppers was most affected, both towards the trader itself and towards online traders in general (all 100%). By contrast, Portuguese mystery shoppers' trust was the least affected (25% for trust in the trader; 0% for trust in general).

Figure 33 Did these pre-selected options affect your trust in this trader? (Q25; *Base: 13 cases*)

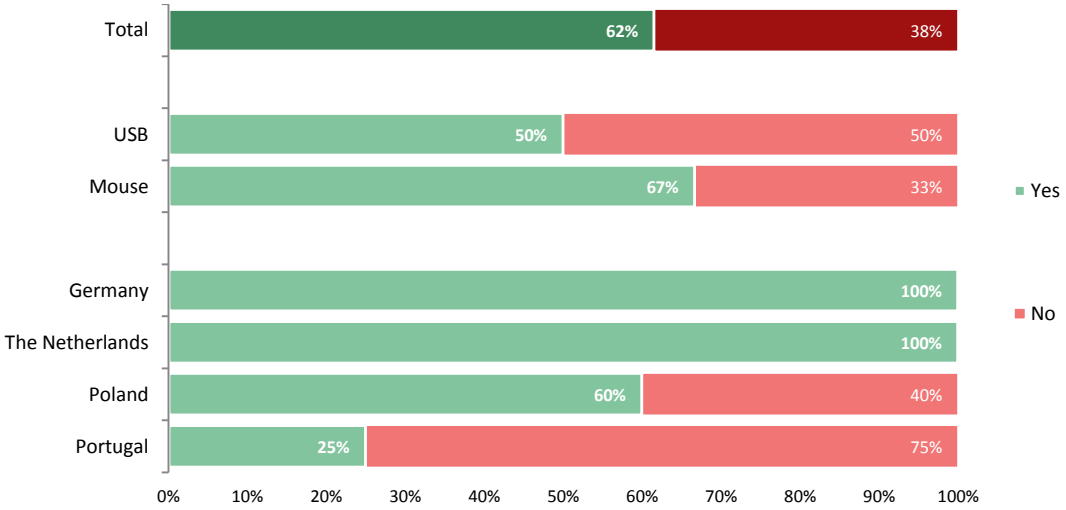
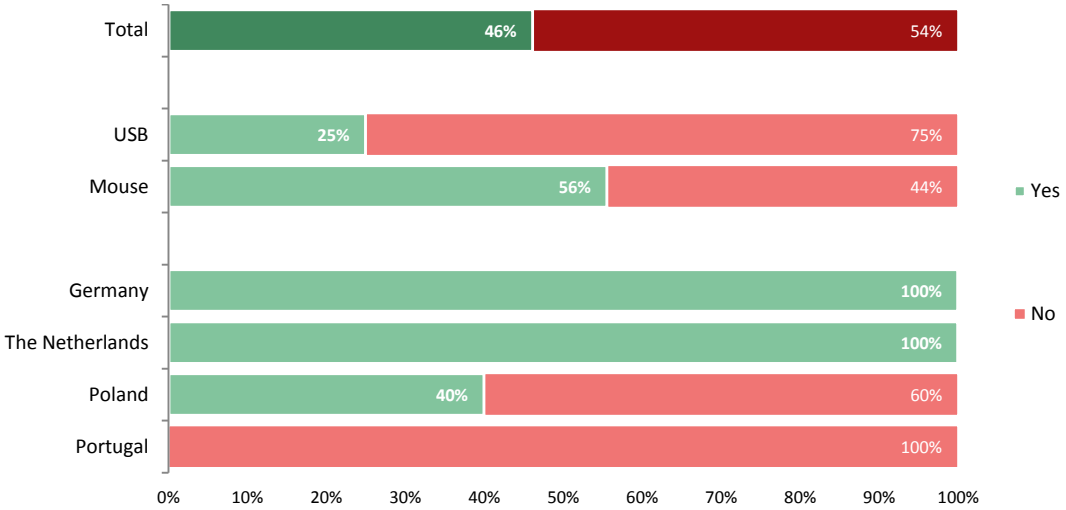


Figure 34 Did these pre-selected options affect your trust in online traders in general? (Q26; Base: *13 cases*)



Fees for selected payment method

Under Article 19 CRD, traders are not allowed to charge consumers any fees that exceed the cost borne by the trader for the use of a specific payment method. At the purchase stage, only very few mystery shoppers (11%) were asked for fees based on the selected payment method (see Table 163). This is a little more than the 8% of the shoppers that were not informed about the accepted payment methods in an earlier purchase stage (see **Error! Reference source not found.**). There are some noticeable differences among the studied countries. In particular, mystery shoppers in Germany (21%), Poland (25%) and Portugal (29%) were likely to be charged these fees, which is relatively more than the other countries. No mystery shoppers in France and Greece (both 0%) were asked payment-related fees.

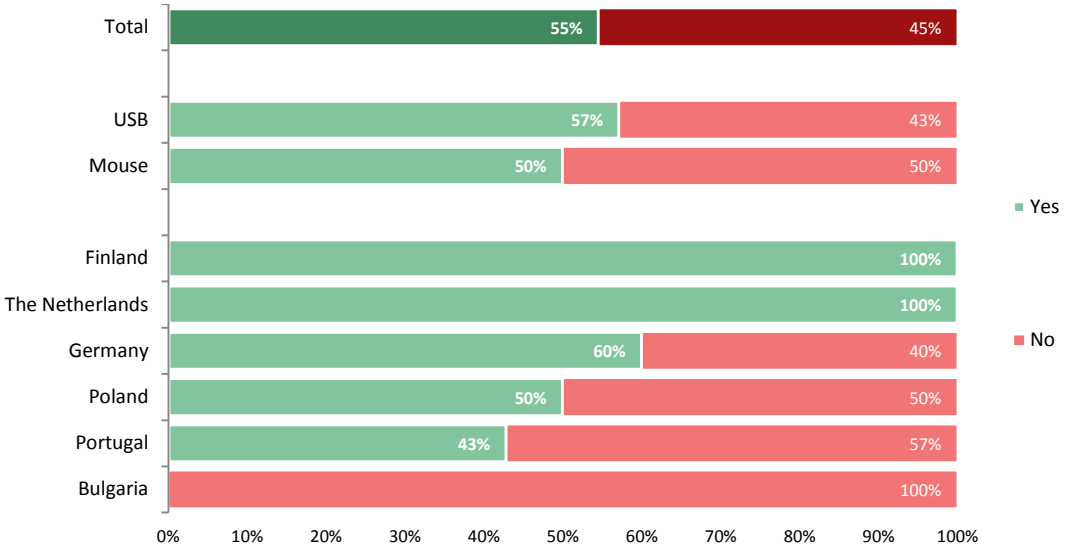
On average, the fees were below 1 Euro (on average € 0,74 was charged), which does not differ greatly between the two researched products. When fees were charged, they were the highest in the Netherlands (€ 1,42) and Portugal (€ 1,19).

Table 165 When paying for the product, were there any extra fees based on your method of payment (Q27) and what was the exact amount of these fees (Q28)?

	Extra fees based on payment method			Amount of extra fees	
	Base size	Yes	No	Base size	Amount
USB	96	15%	85%	14	€ 0,68
Mouse	96	8%	92%	8	€ 0,84
Total	**192**	**11%**	**89%**	**22**	**€ 0,74**
Portugal	24	**29%**	71%	7	**€ 1,19**
Poland	24	**25%**	75%	6	€ 0,19
Germany	24	**21%**	79%	5	€ 0,64
The Netherlands	24	8%	92%	2	**€ 1,42**
Bulgaria	24	4%	96%	1	€ 0,31
Finland	24	4%	96%	1	€ 0,38
France	24	0%	**100%**		
Greece	24	0%	**100%**		

Charging these fees for some methods of payment may have some effect on consumers' decision to choose a different payment option that might not incur extra charges. Little more than half of all mystery shoppers that faced payment method fees considered choosing a different payment option to avoid these costs (55%, see Figure 35). This number was relatively higher for shoppers of computer mice (57%) than for those of USB sticks (50%). In Finland and the Netherlands, fees were more likely to change the behaviour of all mystery shoppers (100%), which is relatively higher than the values for Germany (60%), Poland (50%), Portugal (43%) and Bulgaria (0%).

Figure 35 If you were to buy the product for yourself, would these extra fees make you choose a different payment option? (Q29; *Base: 22 cases*)



As illustrated in Table 166, 45% of mystery shoppers that were charged fees for their selected payment method indicated that their satisfaction level with the purchase was affected. Thus, slightly less than half of the mystery shoppers indicated that these charges did affect their satisfaction level. On the other hand, about one third of consumers who were charged additional fees for the payment method indicated that their trust in the trader was affected (36%). These effects are lower for shoppers of USB sticks (43% satisfaction; 29% trust) than for those of computer mice (50% satisfaction; 50% trust).

There are also some country-level differences. Mystery shoppers' satisfaction in Finland (100%) and Germany (80%) was affected more often than in other countries. On the other hand, mystery shoppers from Bulgaria (0%) and Poland (17%) indicated that they were less often affected by these fees. Mystery shoppers' trust in the trader is the least affected in Bulgaria (0%), Portugal (14%) and Poland (17%).

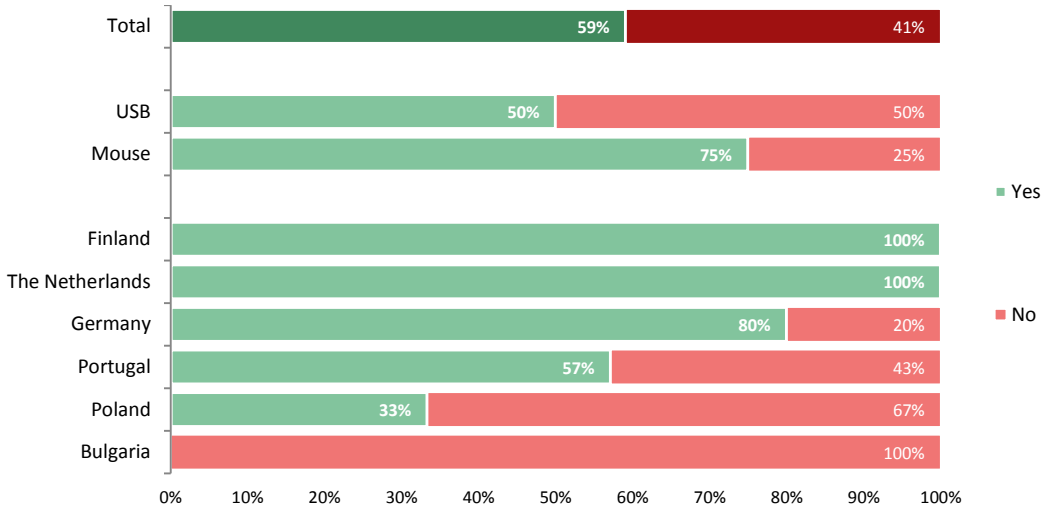
Table 166 Did these extra fees affect your overall satisfaction with the purchase (Q30) and trust in the trader (Q31)?

		Satisfaction with the purchase			Trust in the trader	
	Base size	Yes	No		Yes	No
USB	14	43%	57%		29%	71%
Mouse	8	50%	50%		50%	50%
Total	**22**	**45%**	**55%**		**36%**	**64%**

Finland	1	**100%**	0%		**100%**	0%
Germany	5	**80%**	20%		**80%**	20%
The Netherlands	2	50%	50%		50%	50%
Portugal	7	43%	57%		**14%**	86%
Poland	6	**17%**	83%		**17%**	83%
Bulgaria	1	**0%**	100%		**0%**	100%

Consistent with the findings for consumer satisfaction and trust, charging extra fees for the selected payment method at the payment stage also had an effect on mystery shoppers' willingness to buy from the same trader in the future (Figure 36). More than half of all mystery shoppers that encountered these fees (59%) reported that this affected their willingness to buy from the same trader in the future. This number was especially high for consumers of computer mice (75%), compared to consumers of USB sticks (50%). Mystery shoppers in Germany (80%), Finland (100%) and the Netherlands (100%) were especially likely to rethink their future purchases.

Figure 36 Did these extra fees affect your willingness to buy from the same trader in the future? (Q32; *Base: 22 cases*)



Finally, the products were purchased at an average price of € 25,63 (Figure 37), which was about the same for both types of tangible products and for all countries. The average delivery costs (Figure 38) were € 4,49 for mystery shoppers who had to pay for delivery. Delivery was the cheapest in Poland (€ 3,28) and Bulgaria (€ 2,87) and most expensive in Finland (€ 6,62) and France (€ 5,51). Only 4 mystery shoppers in the sample did not receive their product.

Figure 37 Cost of the product (Q34; *Base: 192 cases*)

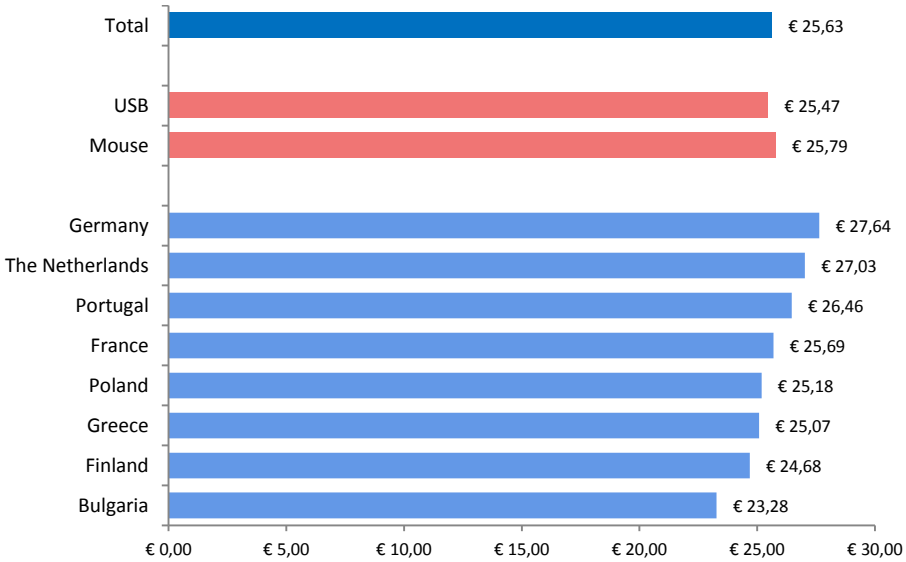
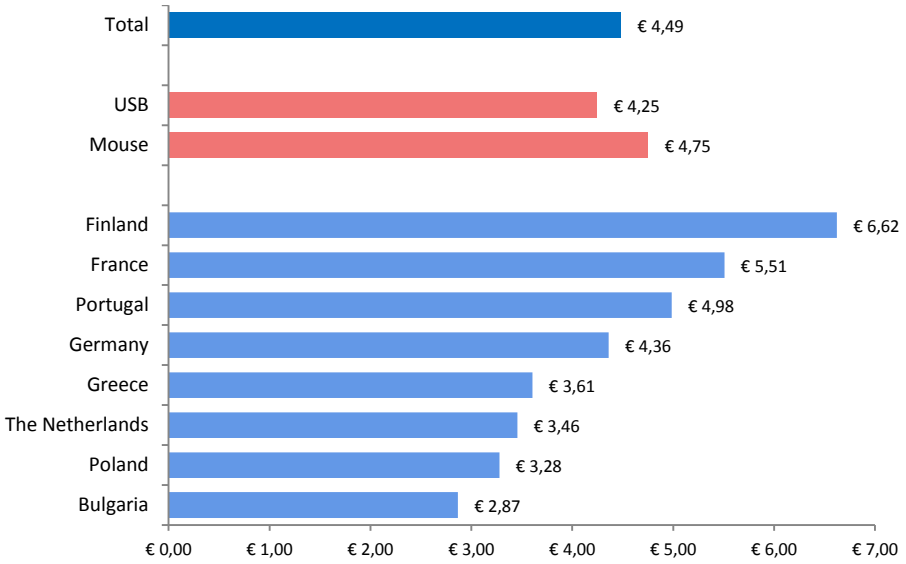


Figure 38 Any other costs added for the delivery (Q35; *Base: 141 cases*)



3.4.2. Product return

Under Article 9(1) CRD, consumers have the right to withdraw from online purchases of tangible goods for up to 14 days after the purchase. Under Article 13(1), the trader shall reimburse all payments received from the consumer no later than 14 days after he is informed about the consumer's decision to withdraw from the contract. Pursuant to Article 13(3) the trader may withhold the reimbursement until he has received the goods back or evidence that the consumer has sent them back. This and the following section are structured around two main aspects of the product return process: the actual returning of the product and the received reimbursement for the product.

Article 6(1)(h) CRD requires traders to provide information to consumers in a clear and comprehensible manner about the conditions, time limits and procedures for exercising the right of withdrawal. Accordingly, the product return process often starts for

consumers with finding information on the trader's website about how to return the product (Table 167). As described above, the results in above indicate that less than half of all mystery shoppers (47%) were provided with information about their right to withdraw from the contract within 14 days. However, the results as regards product returns show that mystery shoppers found it quite easy to locate information about how to return the product on the trader's website. Hence, it is possible that the information provided by the investigated traders is incomplete and while they often provided practical information about how to return the product, legal information about the withdrawal rights were missing.

81% of all mystery shoppers found information about how to return the product *easily* or *very easily* on the traders' websites. Next to some slight differences between USB sticks (84%) and computer mice (78%), large differences between countries were observed. While mystery shoppers could easily (*easy* and *very easy*) find product return information in countries such as the Netherlands (91%), France (88%), Greece (83%) and Poland (83%), this information was much harder to find for mystery shoppers in Bulgaria (70%). Mystery shoppers in Bulgaria also found it most often *very difficult* (22%) to find this information, compared to other countries.

Table 167 How easy or difficult was it to find information about how to return the product on the trader's website? (Q40)

	Base size	Very Easy	Easy	Difficult	Very Difficult		Easy/Very Easy	Difficult/Very Difficult
USB	94	44%	40%	11%	5%		84%	16%
Mouse	94	37%	40%	15%	7%		78%	22%
Total	**188**	**40%**	**40%**	**13%**	**6%**		**81%**	**19%**
The Netherlands	23	43%	48%	9%	0%		**91%**	9%
France	24	54%	33%	8%	4%		**88%**	13%
Greece	24	58%	25%	13%	4%		**83%**	17%
Poland	24	46%	38%	17%	0%		**83%**	17%
Germany	24	42%	38%	13%	8%		79%	21%
Portugal	23	9%	70%	17%	4%		78%	22%
Finland	23	30%	43%	17%	9%		74%	26%
Bulgaria	23	39%	30%	9%	**22%**		70%	30%

Somewhat consistent with the findings about the availability of the information, mystery shoppers found the procedure for returning the product relatively easy (80% perceives it as *easy* and *very easy*, see Table 168). Again, this was relatively lower (but yet quite high) for Bulgarian shoppers (74%), but also for the Dutch (74%) and Portuguese mystery shoppers (65%). It is also noticeable that 13% of the mystery shoppers in France found the return procedure *very difficult*, which was more than in any other country. The vast majority of mystery shoppers in France considered the procedure, however, as *very easy* or *easy* (83%).

Table 168 How easy or difficult was the procedure itself for returning the product? (Q41)

	Base size	Very Easy	Easy	Difficult	Very Difficult		Easy/Very Easy	Difficult/Very Difficult
USB	94	35%	43%	19%	3%		78%	22%
Mouse	94	32%	50%	14%	4%		82%	18%
Total	**188**	**34%**	**46%**	**16%**	**4%**		**80%**	**20%**
Poland	24	38%	54%	8%	0%		92%	8%
Germany	24	50%	38%	13%	0%		88%	13%
France	24	50%	33%	4%	**13%**		83%	17%
Greece	24	38%	46%	17%	0%		83%	17%
Finland	23	26%	52%	22%	0%		78%	22%
The Netherlands	23	39%	35%	22%	4%		**74%**	26%
Bulgaria	23	17%	57%	17%	9%		**74%**	26%
Portugal	23	9%	57%	30%	4%		**65%**	35%

Finally, Table 169 shows that in more than half of the cases (54%) mystery shoppers were charged for returning the product at least initially. Hence, mystery shoppers had to cover the return costs themselves at first, while they were paid back in some cases. Differences between countries are noticeable. For example, while all shoppers in Poland (100%) and most shoppers in Bulgaria (87%) were required to pay the return costs themselves, this was almost never the case in Finland (13%) and Germany (17%). The average return costs were € 4,26, which is almost the same as the initial delivery costs (see Figure 38). The return costs were the highest for shoppers in Greece (€ 7,27), Finland (€ 6,35), the Netherlands (€ 5,88), Germany (€5,64) and France (€ 5,46).

Table 169 Did you have to pay for the costs of returning the product (regardless of whether they are paid back later or not) (Q42) and what was the exact amount of the costs for returning the product? (Q43)

	Having to pay for the return delivery				Amount paid	
	Base size	Yes	No		Base size	Amount
USB	94	54%	46%		51	€ 3,64
Mouse	94	54%	46%		50	€ 4,90
Total	**188**	**54%**	**46%**		**101**	**€ 4,26**
Poland	24	**100%**	0%		24	€ 2,50
Bulgaria	23	**87%**	13%		20	€ 2,88
Portugal	23	74%	26%		17	€ 3,98
France	24	67%	33%		16	**€ 5,46**
Greece	24	50%	50%		12	**€ 7,27**
The Netherlands	23	26%	74%		6	**€ 5,88**
Germany	24	17%	83%		4	**€ 5,64**
Finland	23	**13%**	87%		2	**€ 6,35**

3.4.3. Getting a reimbursement

According to Article 13(1) CRD, the trader shall reimburse all payments received from the consumer, including the costs of delivery, no later than 14 days after he is informed about the consumer's decision to withdraw from the contract. Furthermore, under Article 13(3) CRD, after the consumer withdraws from the contract the trader may withhold the reimbursement until he has received the goods back or until the consumer has supplied evidence of having sent back the goods. Accordingly, consumers may have to send back the product before they receive their reimbursement.

This section investigates whether mystery shoppers did receive reimbursements of their payments and their initial delivery costs.

Reimbursement of the payment for the product. In almost all of our investigated cases (93%, see Table 170) the mystery shoppers received a full reimbursement of their product costs, from all traders in all countries. Mystery shoppers in Portugal (75%) and Finland (88%) were the least likely to be reimbursed (and, hence, traders did not comply with Article 13 of the CRD).

Table 170 Did you receive a reimbursement for the product (regardless of whether initial delivery costs were reimbursed)?

	Base size	Yes, fully reimbursed	No, partially reimbursed	No, not reimbursed
USB	96	94%	2%	4%
Mouse	96	93%	3%	4%
Total	**192**	**93%**	**3%**	**4%**
Germany	24	100%	0%	0%
France	24	100%	0%	0%
The Netherlands	24	100%	0%	0%
Poland	24	100%	0%	0%
Bulgaria	24	92%	0%	8%
Greece	24	92%	8%	0%
Finland	24	**88%**	0%	13%
Portugal	24	**75%**	13%	13%

Table 171 shows that, if mystery shoppers were not reimbursed, the trader never denied the shoppers' right for reimbursement. Several other reasons were, however, given to the mystery shopper. In 31% of these cases, the mystery shopper did not receive a reply from the trader after numerous contact attempts, and in 46% of all investigated cases other reasons were provided.

Table 171 If you did not get a full product reimbursement what reason did the trader provide?

	Base size	The trader denied the right for any product reimbursement	The trader was only willing to provide a partial product reimbursement	The trader claimed that the reimbursement should have arrived already or that it will take more time	The trader did not reply to my request during the evaluation time	Other reason
USB	6	0%	0%	17%	50%	33%
Mouse	7	0%	29%	0%	14%	57%
Total	**13**	**0%**	**15%**	**8%**	**31%**	**46%**
Bulgaria	2	0%	50%	0%	0%	50%
Portugal	6	0%	17%	0%	50%	33%
Greece	2	0%	0%	0%	0%	100%
Finland	3	0%	0%	33%	33%	33%

As table 172 shows, in almost all cases (99%) the mystery shoppers were reimbursed by getting back the money they paid for the products. In only 1% of the investigated cases, the shopper received a voucher instead of a monetary reimbursement, which is not in line with Article 13(1) of the CRD, unless the consumer has expressly agreed to this. Reimbursing the product by giving a voucher was only the case for 2 Greek mystery shoppers.

Table 172 What type of reimbursement did you receive?

	Base size	My money was returned	The trader gave me a voucher
USB	92	99%	1%
Mouse	92	99%	1%
Total	**184**	**99%**	**1%**
Bulgaria	22	100%	0%
Germany	24	100%	0%
Finland	21	100%	0%
France	24	100%	0%
The Netherlands	24	100%	0%
Poland	24	100%	0%
Portugal	21	100%	0%
Greece	24	92%	**8%**

Reimbursement of the initial delivery costs. Article 13(1) of the CRD states that a trader shall reimburse all payments, including the costs of delivery. Table 173, however, shows that more than 1 out of 4 mystery shoppers (27%) did not receive a (full) reimbursement of the initial delivery costs. Shoppers from Bulgaria (47%), Greece (52%) and Portugal (60%) were the least likely to be fully reimbursed. In contrast, shoppers in Germany (95%), Poland (89%) and France (87%) were the most likely to be reimbursed for the delivery costs.

Table 173 Did you receive a reimbursement for the initial delivery costs (these are the costs for having the product delivered to you)? (Q49)

	Base size	Yes, fully reimbursed	No, partially reimbursed	No, not reimbursed
USB	75	75%	1%	24%
Mouse	66	71%	5%	24%
Total	**141**	**73%**	**3%**	**24%**
Germany	19	**95%**	0%	5%
Poland	18	**89%**	0%	11%
France	15	**87%**	7%	7%
Finland	22	82%	5%	14%
The Netherlands	9	78%	0%	22%
Portugal	20	**60%**	5%	35%
Greece	23	**52%**	0%	48%
Bulgaria	15	**47%**	7%	47%

In 63% of the cases where the delivery costs were not reimbursed, the mystery shopper's right for any reimbursement was denied (Table 174).

Table 174 If the initial delivery costs were not fully reimbursed, what reason did the trader give? (Q50)

	Base size	The trader denied the right for any reimbursement	The trader was only willing to provide a partial reimbursement	The trader did not reply to my request during the evaluation time	Other reason
USB	19	63%	0%	16%	21%
Mouse	19	63%	11%	11%	16%
Total	**38**	**63%**	**5%**	**13%**	**18%**
Germany	1	100%	0%	0%	0%
Greece	11	91%	0%	0%	9%
Bulgaria	8	75%	0%	13%	13%
France	2	50%	0%	0%	50%
The Netherlands	2	50%	0%	0%	50%
Poland	2	50%	0%	50%	0%
Portugal	8	38%	13%	25%	25%
Finland	4	25%	25%	25%	25%

Rating the reimbursement process. In general, most mystery shoppers rated the investigated traders as very willing to provide a full reimbursement (88%; see Table 173). Only in 1 out of 9 cases (12%) there was some hesitance to proceed to a reimbursement. Especially in Finland (24%) and Portugal (33%) there was some reluctance to reimburse the mystery shoppers. Germany (96%), France (96%), Poland

(92%), the Netherlands (92%) and Greece (91%) were rated with the highest willingness to reimburse.

When looking at the top-score of traders who were rated very willing to provide a full reimbursement, Germany (79%) is followed by the Netherlands (75%) and France (70%). No real differences between product types were found.

Table 175 How would you rate the willingness of the trader to provide a full reimbursement? (Q56)

	Base size	Very Willing	Willing	Unwilling	Very Unwilling		(Very) Willing	(Very) Unwilling
USB	89	56%	34%	8%	2%		90%	10%
Mouse	88	57%	28%	13%	2%		85%	15%
Total	**177**	**56%**	**31%**	**10%**	**2%**		**88%**	**12%**
Germany	24	**79%**	17%	4%	0%		**96%**	4%
France	23	**70%**	26%	4%	0%		**96%**	4%
Poland	24	50%	42%	4%	4%		**92%**	8%
The Netherlands	24	**75%**	17%	0%	8%		**92%**	8%
Greece	22	50%	41%	9%	0%		**91%**	9%
Bulgaria	21	38%	48%	14%	0%		86%	14%
Finland	21	57%	19%	24%	0%		76%	**24%**
Portugal	18	22%	44%	28%	6%		67%	**33%**

On average, mystery shoppers were satisfied or even very satisfied with the communication with the trader during the reimbursement process (85%; Table 174). 88% of the shoppers of USB sticks and 82% of the shoppers of computer mice found that the traders communicated satisfyingly. This was also the case across all countries. However, satisfaction was slightly lower for Portuguese mystery shoppers (72%), while it was very high amongst German mystery shoppers (96%).

Table 176 How satisfied or unsatisfied are you with the communication of the trader? (Q57)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
USB	90	47%	41%	9%	3%		88%	12%
Mouse	89	42%	40%	11%	7%		82%	18%
Total	**179**	**44%**	**41%**	**10%**	**5%**		**85%**	**15%**
Germany	24	75%	21%	4%	0%		**96%**	4%
Finland	21	29%	62%	5%	5%		90%	10%
The Netherlands	24	54%	33%	8%	4%		88%	13%
France	24	54%	29%	13%	4%		83%	17%
Poland	24	46%	38%	13%	4%		83%	17%
Greece	22	36%	45%	9%	9%		82%	18%
Bulgaria	22	27%	55%	14%	5%		82%	18%
Portugal	18	22%	50%	17%	11%		**72%**	28%

Finally, mystery shoppers were also very satisfied with the whole process of withdrawing from the contract and getting a reimbursement (85%; Table 177). Across both product types (88% for USB sticks and 82% for computer mice) and across all countries, satisfaction was very high. Country-level analyses show that the satisfaction was lowest for mystery shoppers in Portugal (67%). Moreover, in Germany, all shoppers were (very) satisfied with the service.

It is somewhat remarkable, that while the majority of mystery shoppers found the withdrawal procedure satisfying, only about half of them were informed about their right of withdrawal and only little more than half was given a withdrawal form. This suggests that the positive outcome of the withdrawal procedure outweighed the availability of information.

Table 177 How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement? (Q58)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
USB	90	46%	42%	10%	2%		88%	12%
Mouse	89	40%	42%	12%	6%		82%	18%
Total	**179**	**43%**	**42%**	**11%**	**4%**		**85%**	**15%**
Germany	24	75%	25%	0%	0%		**100%**	0%
The Netherlands	24	50%	38%	8%	4%		88%	13%
France	24	46%	42%	8%	4%		88%	13%
Bulgaria	22	32%	55%	9%	5%		86%	14%
Poland	24	50%	33%	13%	4%		83%	17%
Greece	22	23%	59%	14%	5%		82%	18%
Finland	21	33%	48%	14%	5%		81%	19%
Portugal	18	28%	39%	28%	6%		**67%**	33%

3.5. Results for security software

The results for this study are based on a sample of 78 evaluations. The distribution among the eight different countries is rather equal. In all countries, there were 10 completed tasks, except for Greece (9 evaluations) and Bulgaria (9 evaluations). The base size reported in each table reflects the number of evaluations per product.

The mystery shopping practices for security software consists of both one-off purchases and subscriptions. As presented in Table 178, 69% (or 54 cases) of the mystery shoppers received software under an open-ended contract (i.e., a subscription), while 31% (or 24 cases) bought the software via a one-off purchase. This distribution is more or less equal across countries, except for the Netherlands, where the majority of software purchases happened via one-off purchases. In Bulgaria, all mystery shopper purchases software subscriptions.

Table 178 Number of cases of software downloads, divided in one-off purchases and subscriptions

	All Software downloads	One-off purchases	Subscriptions
Bulgaria	9	0 *(0%)*	9 *(100%)*
Finland	10	1 *(10%)*	9 *(90%)*
France	10	2 *(20%)*	8 *(80%)*
Germany	10	3 *(30%)*	7 *(70%)*
Greece	10	3 *(30%)*	7 *(70%)*
Poland	10	4 *(40%)*	6 *(60%)*
Portugal	9	4 *(44%)*	5 *(56%)*
The Netherlands	10	7 *(70%)*	3 *(30%)*
Total	**78**	**24** ***(31%)***	**54** ***(69%)***

The two different types of security software purchases are discussed in different sections. Section 4.1 will discuss the findings for the one-off purchases, while Section 4.2 will discuss the findings for the subscriptions.

3.5.1. Results for security software (one-off purchases)

The following sections present the results for mystery shoppers that purchased security software via an one-off purchase. The results presented in the following sections are based on 21 mystery shopping cases[196].

3.5.1.1. Product purchase

Availability of contact information of the trader

Under Article 6(1)(b),(c) and (h) CRD, consumers should be provided in a clear and comprehensible manner with pre-contractual information about:

- the name of the trader on the website,
- the geographical address of the trader on the website,
- the phone number of the trader on the website,
- the e-mail address of the trader on the website; and
- the withdrawal form of the trader on the website.

Moreover the availability of contact forms[197] as an alternative to e-mail was tested. This section investigates the information that is provided by the trader during the purchase process and investigates how easy traders make it for consumers to find this information.

Across all countries, in all investigated cases the *name of the trader* was provided (see Table 177). Moreover, most mystery shoppers also found this information easily (96%). This is the case for mystery shoppers in all countries under investigation, except for Poland, where only 67% of the mystery shoppers could find this information easily. In Finland and Portugal, mystery shoppers evaluated finding the name of the trader less often as *very easy* (respectively 25% and 43%) and more often just as *easy* (respectively 75% and 57%).

Table 179 How easy or how difficult is it to find the name of the trader on the website (one-off purchase; Q1)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**67%**	**29%**	**4%**	**0%**	**0%**		**96%**	**4%**
Germany	3	100%	0%	0%	0%	0%		100%	0%
Greece	4	100%	0%	0%	0%	0%		100%	0%
Poland	3	67%	0%	33%	0%	0%		**67%**	33%
Finland	4	**25%**	75%	0%	0%	0%		100%	0%
Portugal	7	**43%**	57%	0%	0%	0%		100%	0%

[196] The results for France and the Netherlands were omitted from the analyses due to a very small respondent base (1 case for France and 2 cases for the Netherlands). In both countries, most of the investigated security software traders used a subscription model instead of one-off purchases).

[197] However, in contrast to the e-mail address, the CRD does not require traders to make a contact form available to the consumer.

The ***geographical address*** (Table 178) of software traders is also made relatively easy to find across all countries (71%). Only 8% of all mystery shoppers could not find information about the geographical address. This proportion is, however, higher in some countries. 25% of the shoppers in Finland and 14% in Portugal could not find this information. For these countries, the information about the geographical address was also relatively less easy to find (75% in Finland, 57% in Portugal). Additionally, the information was less easy to find in Poland (33%).

Table 180 How easy or how difficult is it to find the geographical address of the trader on the website? (one-off purchase; Q2)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**29%**	**42%**	**17%**	**4%**	**8%**		**71%**	**21%**
Germany	3	67%	33%	0%	0%	0%		100%	0%
Greece	4	25%	75%	0%	0%	0%		100%	0%
Finland	4	25%	50%	0%	0%	**25%**		**75%**	0%
Portugal	7	14%	43%	14%	14%	**14%**		**57%**	29%
Poland	3	0%	33%	67%	0%	0%		33%	**67%**

Information about the *phone number* of the trader was harder to find (Table 181). Only 58% of all mystery shoppers found the trader's phone number (very) easily. Moreover, in one quarter of the cases this information could not be found (25%).

There are also certain country differences. For only three countries, all mystery shoppers found the telephone number easily (100% in Germany and Greece). In contrast, only half or less of all mystery shoppers in Finland, (50%), Poland (33%) and Portugal (29%) found the traders' phone number (very) easily.

Table 181 How easy or how difficult is it to find the phone number of the trader on the website? (one-off purchase; Q3)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**21%**	**38%**	**17%**	**0%**	**25%**		**58%**	**17%**
Germany	3	100%	0%	0%	0%	0%		**100%**	0%
Greece	4	25%	75%	0%	0%	0%		**100%**	0%
Finland	4	0%	50%	0%	0%	50%		50%	0%
Poland	3	0%	33%	33%	0%	33%		**33%**	33%
Portugal	7	0%	29%	29%	0%	43%		**29%**	29%

The results suggest that mystery shoppers were slightly more likely to find contact forms than specific email addresses of the software traders. The findings for *e-mail addresses* in Table 182 show that 29% of the mystery shoppers couldn't find the retailer's e-mail address. This number was particularly high in the Portugal (43%), while it was the lowest in Germany (0%). Moreover, only 54% of the mystery shoppers easily found this information. At country-level, the findings show this information was found the easiest by mystery shoppers in Germany (100%), while this was true for only 14% in Portugal and

33% in Poland. This finding is particularly interesting, given that traders are legally required under Article 6(1)(c) to provide their e-mail addresses, but not contact forms.

Table 182 How easy or how difficult is it to find the e-mail address of the trader on the website? (one-off purchase; Q4)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**25%**	**29%**	**17%**	**0%**	**29%**		**54%**	**17%**
Germany	3	100%	0%	0%	0%	**0%**		**100%**	0%
Finland	4	25%	50%	0%	0%	25%		75%	0%
Greece	4	25%	50%	0%	0%	25%		75%	0%
Poland	3	0%	33%	33%	0%	33%		**33%**	33%
Portugal	7	0%	14%	43%	0%	**43%**		**14%**	43%

Contact forms were not found by mystery shoppers in 17% of all investigated cases (see Table 183). This number is highest in Poland (33%), where one third of the mystery shoppers could not find a contact form. In contrast, in Germany and Portugal all shoppers were able to find contact forms.

Almost two third of all mystery shoppers found contact forms (very) easily (63%). There are again certain country differences. While this information was (very) easily found by most German shoppers (100%), this was least often the case in Poland (33%).

Table 183 How easy or how difficult is it to find the contact form of the trader on the website? – (one-off purchase; Q5)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**25%**	**38%**	**21%**	**0%**	**17%**		**63%**	**21%**
Germany	3	100%	0%	0%	0%	0%		**100%**	0%
Greece	4	25%	50%	0%	0%	25%		75%	0%
Portugal	7	0%	57%	43%	0%	0%		57%	43%
Finland	4	0%	50%	25%	0%	25%		50%	25%
Poland	3	0%	33%	33%	0%	33%		**33%**	33%

Finally, traders are required under Article 6(1)(h) CRD to inform consumers about a *model withdrawal form*. Nevertheless, more than two third of the mystery shoppers (71%) did not find withdrawal (Table 184). For more than half of the remaining mystery shoppers, a withdrawal form was available, but (very) difficult to find (21%). Only 8% of all shoppers (very) easily found a withdrawal form on the retailer's website.

Table 184 How easy or how difficult is it to find the withdrawal form of the trader on the website? (one-off purchase; Q6)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**21**	**8%**	**0%**	**21%**	**0%**	**71%**		**8%**	**21%**
Finland	4	25%	0%	25%	0%	50%		25%	25%
Germany	3	0%	0%	33%	0%	67%		0%	33%
Greece	4	0%	0%	0%	0%	100%		0%	0%
Poland	3	0%	0%	67%	0%	33%		0%	67%
Portugal	7	0%	0%	14%	0%	86%		0%	14%

Availability of information about the product

Article 6(1)(a) CRD requires the trader to provide information about the main characteristics of the product in a clear and comprehensible manner. The first part of this section will look at the availability of main characteristics and in particular at the ease of finding this information, the degree to which mystery shoppers wdre informed about the product's main characteristics and the clarity of this information. The second part of this section will zoom in on the availability of characteristics that are particularly relevant for the *software* category.

Information about main characteristics. Overall, information about the main characteristics of the software was often (very) easy to find (79%, Table 185). At country-level, the results show that in Finland and Greece, this information was always easily found for all cases. In Poland and Germany (both 67%) this was relatively less often the case.

Table 185 How easy or how difficult is it to find information about the main characteristics of the product? (one-off purchase; Q8)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**21**	**38%**	**42%**	**17%**	**4%**		**79%**	**21%**
Finland	4	25%	75%	0%	0%		**100%**	0%
Greece	4	75%	25%	0%	0%		**100%**	0%
Portugal	7	29%	43%	14%	14%		71%	29%
Germany	3	33%	33%	33%	0%		**67%**	33%
Poland	3	33%	33%	33%	0%		**67%**	33%

Table 186 also shows that the description of the main characteristics was on average also (very) clear (83%). This number was highest in Germany and Poland (100%) were all mystery shoppers evaluated this information as (very) clear.

Table 186 How clear or unclear was the description of the main characteristics of the product? (one-off purchase; Q9)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**21**	**25%**	**58%**	**13%**	**4%**		**83%**	**17%**
Germany	3	67%	33%	0%	0%		**100%**	0%
Poland	3	0%	100%	0%	0%		**100%**	0%
Portugal	7	14%	71%	0%	14%		86%	14%
Finland	4	0%	75%	25%	0%		75%	25%
Greece	4	50%	25%	25%	0%		75%	25%

Consequently, mystery shoppers were overall (very) well informed about these characteristics (83%, Table 187). Again, this was most often the case in Germany, but also in Finland and Greece (all 100%). Mystery shoppers found themselves least well informed about the main characteristics in Poland (67%), while all Polish mystery shoppers found the description of the main characteristics clear.

Table 187 To what degree were you informed about the main characteristics of the product? (one-off purchase; Q10)

	Base size	Very Well Informed	Well Informed	Badly Informed	Very Badly Informed		(Very) Well Informed	(Very) Badly Informed
Total	**21**	**38%**	**46%**	**13%**	**4%**		**83%**	**17%**
Finland	4	50%	50%	0%	0%		**100%**	0%
Germany	3	67%	33%	0%	0%		**100%**	0%
Greece	4	25%	75%	0%	0%		**100%**	0%
Portugal	7	29%	43%	14%	14%		71%	29%
Poland	3	33%	33%	33%	0%		**67%**	33%

Information about software-specific characteristics. Next to information about the general main characteristics of the software, specific information about the functionality, interoperability and compatibility of digital content (e.g. security software) has to be provided to consumers when making a purchase. In particular, the following factors were investigated:

- The language of the software interface
- The file types that the software uses
- The software updates one may expect from the software
- Requirements for an internet connection
- Additional purchases required for using the software
- The interoperability of the software with computer hardware
- The compatibility with other software
- The functionality of the software

First, the current study provides some insights into how well a software provider informs customers about the eight different factors. Table 188 provides an overview of how well informed mystery shoppers reported to be. Overall, only two third or less of all investigated traders informed the mystery shoppers (very) well about most of the aspects. Additionally, for many of these aspects, no information was given. There are, however, exceptions. Especially for information about the *functionality of the software* (71%) and the *interoperability of the software with computer hardware* (71%) mystery shoppers were informed rather well.

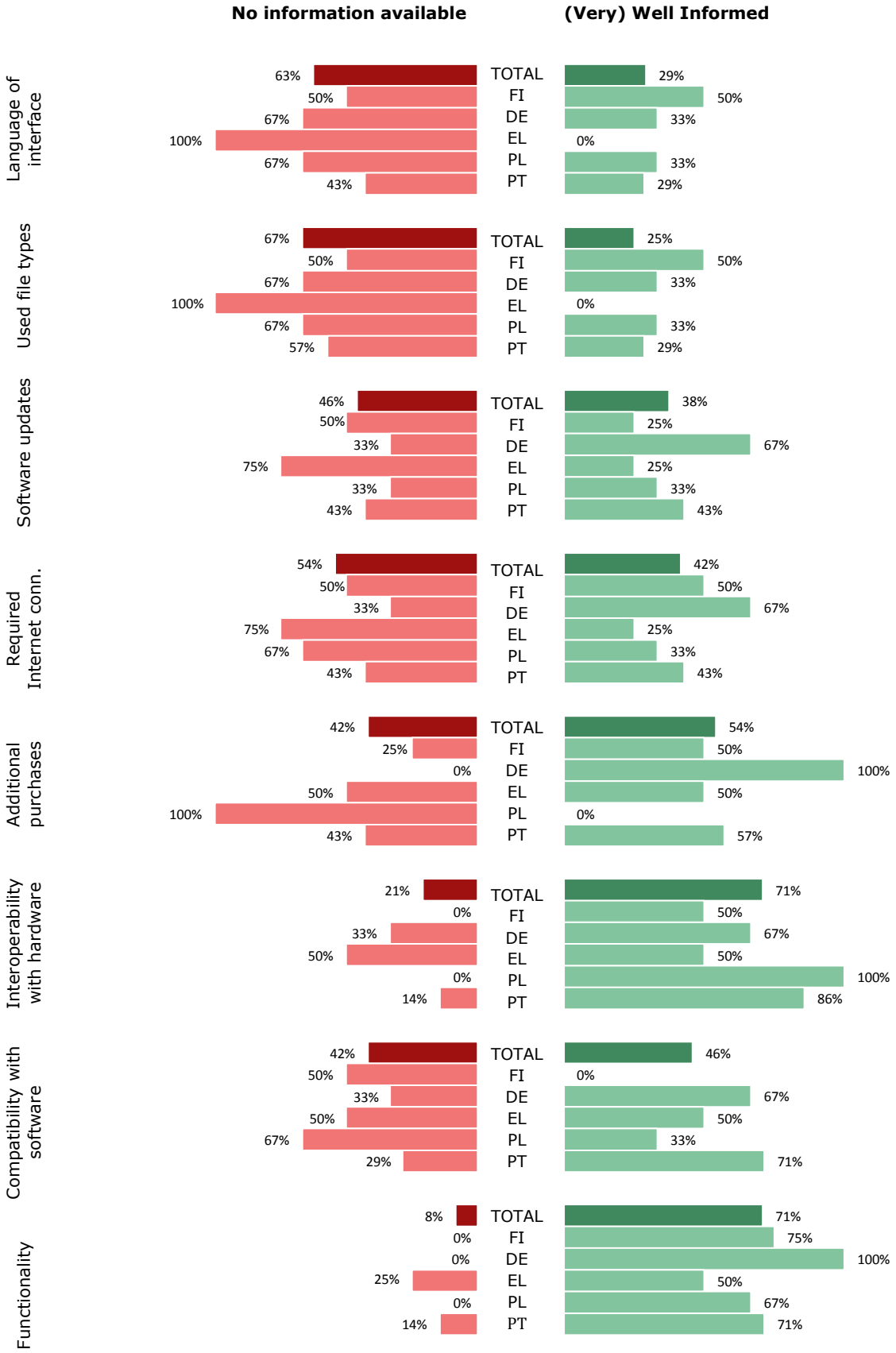
On the hand, for half of all characteristics, the retailers failed to provide this information relatively often. In particular for *the language of the software interface* (63%), *the file types that the software uses* (67%), *software updates one may expect* (46%), *requirements for an internet connection* (45%), the *compatibility with other software* and *additional purchases required for using the software* (both 42%) no information was found for at about half of all cases or more. For *required additional purchases*, however, it is possible that the information is missing, because no additional purchases were required.

Table 188 The degree to which the traders informed customers about the software-specific characteristics (one-off purchase)

	(Very) Well Informed	(Very) Badly Informed	No information was found
The language of the software interface	30%	8%	**63%**
The file types that the software uses	25%	8%	**67%**
The software updates one may expect for the software	37%	16%	**46%**
Requirements for an internet connection	42%	4%	**45%**
Additional purchases required for using the software	55%	4%	**42%**
The interoperability of the software with computer hardware	71%	8%	21%
The compatibility with other software	46%	13%	**42%**
The functionality of the software	71%	21%	8%

There are some noticeable trends at country-level. The right graph in Figure 39 shows that for many of these software-specific information items, the mystery shoppers in Germany felt relatively better informed (with 'required additional purchases' as an exception). In contrast, mystery shoppers in Greece scored the traders relatively lower than the average for most of the characteristics. Consistently, Greek shoppers were also more likely than average to receive no information from the retailer about many of these characteristics (as indicated by the left graph in Figure 39).

Figure 39 Degree to which the traders inform about the software-specific characteristics (one-off purchase; *Base: 21 cases*)



While in the investigated cases, traders were not always succeeding in informing their customers well enough about all the software-specific characteristics, this information was often available on the traders' website and was generally (very) easy to find and (very) easy to understand (i.e., very clear; see Table 189). Exceptions were information about the *software updates* (69%) and the *file types that the software uses* (75%), which were relatively less easy to find. Somewhat similarly, information about the *software updates* (77%) and the *file types that the software uses* (75%) were relatively less clear.

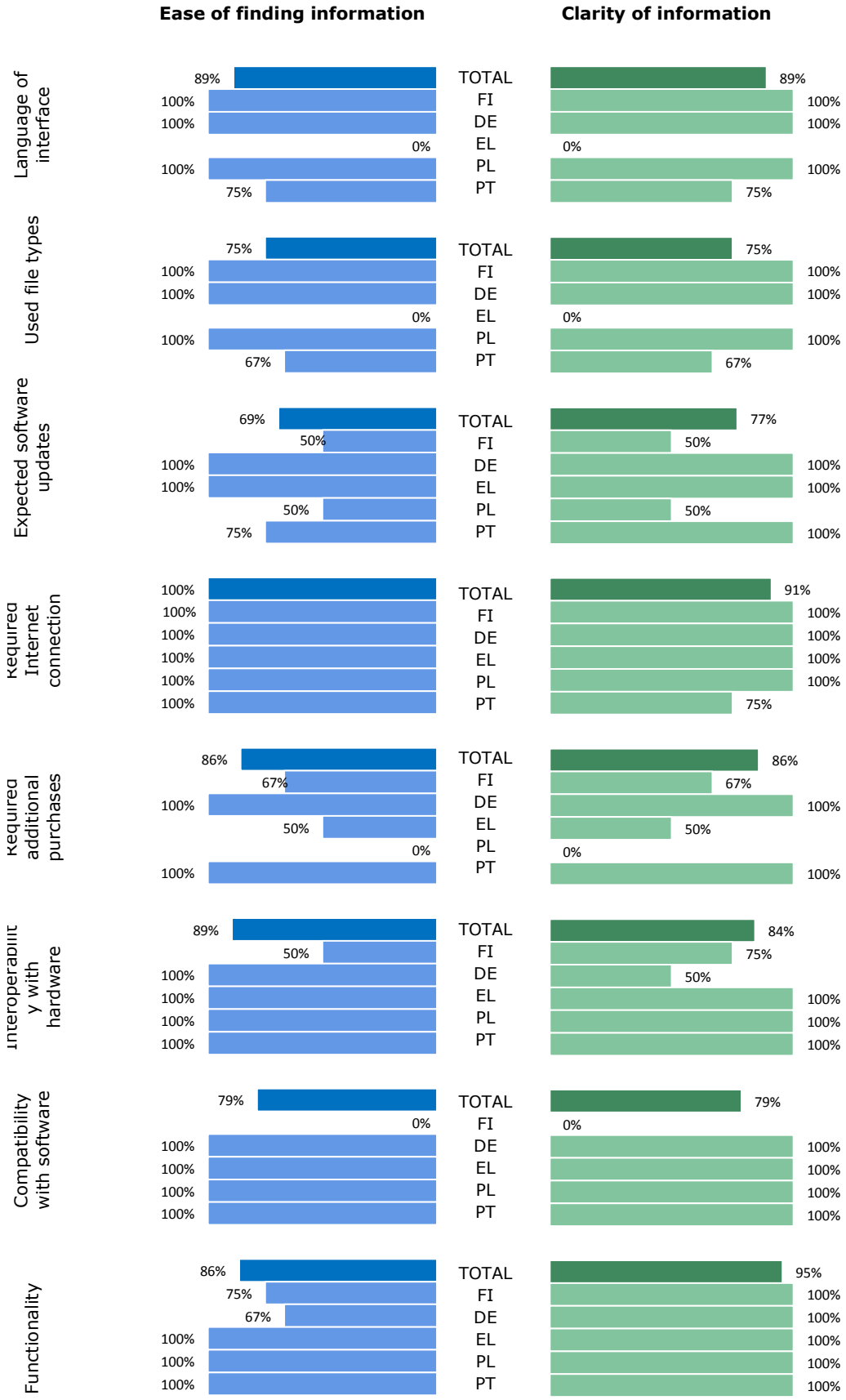
Table 189 The degree to which the information was easy to find and clear (one-off purchase; *Base: cases where this information was available*[198])

	Ease of finding information		Clarity of information	
	(Very) Easy	(Very) Difficult	(Very) Clear	(Very) Unclear
The language of the software interface	89%	11%	89%	11%
The file types that the software uses	**75%**	25%	**75%**	25%
The software updates one may expect from the software	**69%**	31%	**77%**	23%
Requirements for an internet connection	100%	0%	91%	9%
Additional purchases required for using the software	86%	14%	86%	14%
The interoperability of the software with computer hardware	89%	11%	84%	16%
The compatibility with other software	79%	21%	79%	21%
The functionality of the software	86%	14%	95%	5%

There are certain country-differences, which show similar trends for both the ease of finding information and the clarity of the information (see Figure 40). Shopper from most countries scored the traders high on both measures for all the software characteristics. However, similar to the previous point, it was relatively harder for Greek mystery shoppers to find some of the information items and these information items were relatively less clear to the mystery shoppers.

[198] The base is limited to the mystery shopping cases where information about the respective items was available: language of the software interface (9 cases), the file types that the software uses (8 cases), the software updates one may expect from the software (13 cases), requirements for an internet connection (11 cases), additional purchases required for using the software (14 cases), the interoperability of the software with computer hardware (19 cases), the compatibility with other software (14 cases), the functionality of the software (22 cases)

Figure 40 Ease of finding and clarity of software-specific information (one-off purchase; *Base: 21 cases*)



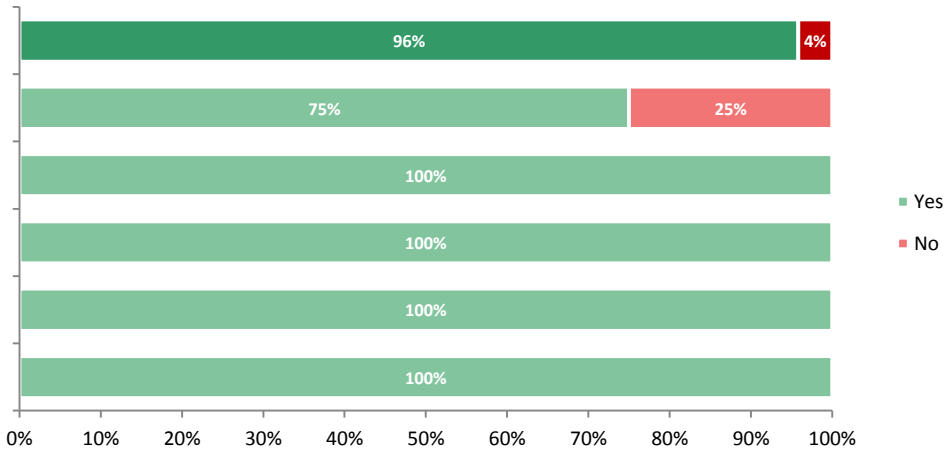
Availability of information before buying the product

Besides product-specific information, the CRD requires certain purchase-related information that enables consumers to understand the conditions of the purchase and the delivery of the product. For one-off purchases of computer software, the specific characteristics investigated are:

- Available information about the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)
- Available information about the right to withdraw

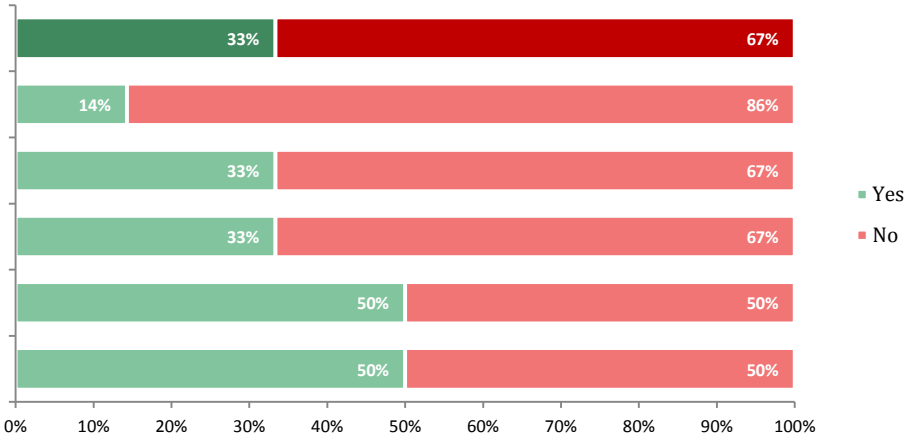
Software shoppers found information about the ***accepted means of payment*** in 96% of the cases (see Figure 41). In most countries, all mystery shoppers received this information. This was not the case for mystery shoppers in Greece, where 25% of the mystery shoppers did not find this information.

Figure 41 Does the trader mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)? (one-off purchase; Q34; *Base: 21 cases*)



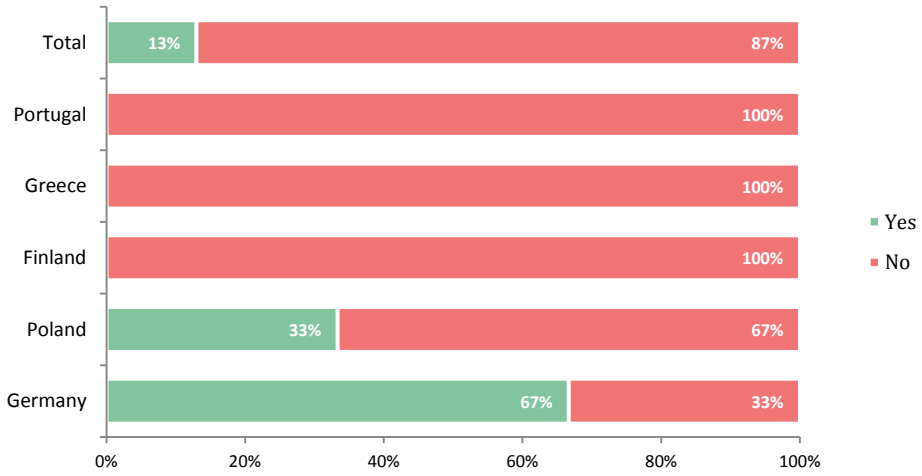
The results also show to which degree traders informed mystery shoppers about their ***right to withdraw from the contract*** before downloading the software (see Figure 42). On average, only one third of all mystery shoppers (33%) stated that this withdrawal right was indicated. At country-level, only 14% of the Portuguese, 33% of the Polish and German and 50% of the Greek and Finish mystery shoppers received this information.

Figure 42 Does the trader specify that you have a right to withdraw from the contract before downloading the software? (one-off purchase; Q44; *Base: 21 cases*)



What is particularly striking is that most mystery shoppers were not informed that they were losing their right of withdrawal once they start to download the software (Figure 43). Only 12% of all mystery shoppers received this information, while the vast majority of mystery shoppers (88%) did not. The number of shoppers that received this information was low in all the countries, none of the mystery shoppers in Finland, Greece and Portugal (all 0%) received this information. In Germany, the relatively highest proportion of investigated traders (67%) provided this information.

Figure 43 Does the trader indicate that you lose your right of withdrawal as soon as you download the software? (one-off purchase; Q45; *Base: 21 cases*)



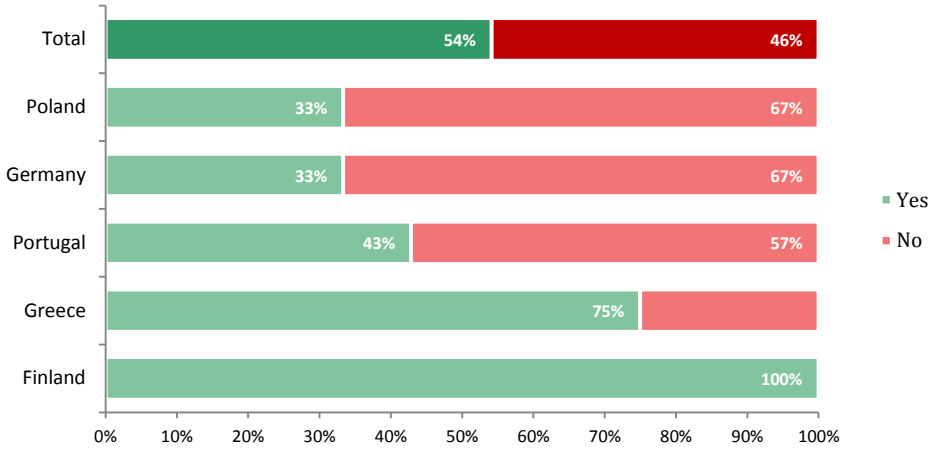
Availability of information during the product purchase

Article 8(2) of the Consumer Rights Directive requires traders to provide consumers with an overview of the main characteristics, all costs and the duration of the contract for the selected product(s), right before the consumer is bound by the contract. This section presents the information and options (e.g., a purchase button or pre-ticked boxes for additional options) the investigated retailers presented at this stage and how this affected the mystery shoppers' trust towards the trader.

Information about main characteristics and the price of the product

Only about half of the mystery shoppers (54%) were informed again about the main characteristics of the software before the final purchase confirmation (see Figure 44). This number was even lower in Poland and Germany (both 33%), where only one third of the mystery shippers were informed about the main characteristics of the product before the final purchase confirmation. In contrast, all Finish (100%) and most Greek (75%) mystery shoppers were informed again about the main characteristics.

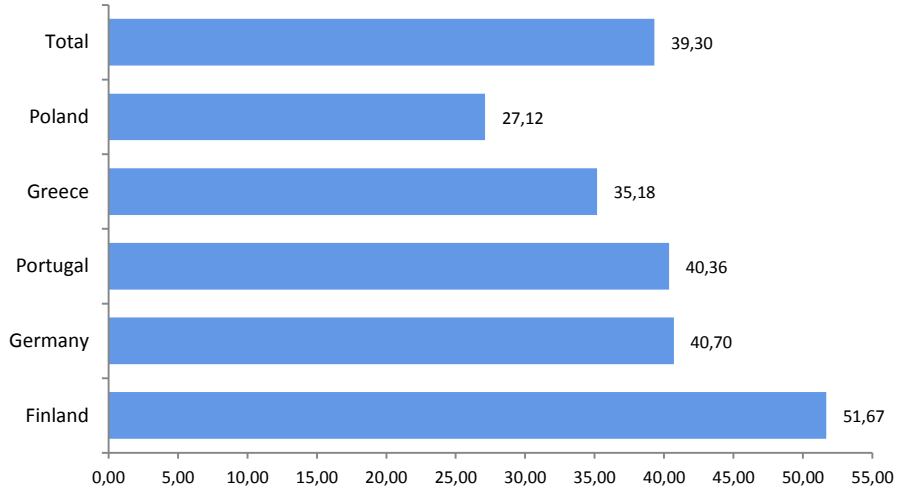
Figure 44 Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product? (one-off purchase; Q46; *Base: 21 cases*)



While not all traders provided mystery shoppers with information about the main characteristics, the price of the product was always disclosed at the purchase confirmation stage (Q47), for all mystery shoppers in all countries.

The mystery shoppers paid on average €39,30 for the security software. The price differed slightly across countries. While in Poland (€27,12) the price was the lowest, the highest price was charged by the investigated traders in Finland (€51,67; see Figure 45 for an overview).

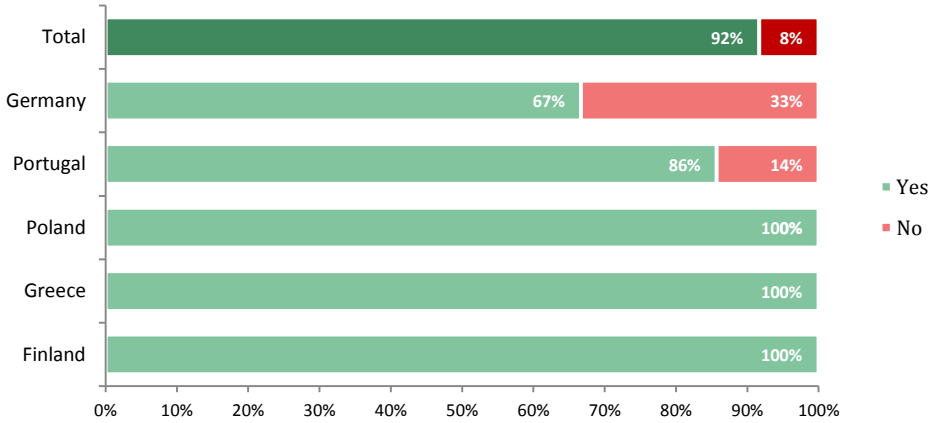
Figure 45 Price of the product (one-off purchase; Q63; *Base: 21 cases*)



The use of a purchase button to finalize the purchase

Under Article 8(2)(2), the trader shall ensure that the consumer acknowledges that his order implies an obligation to pay. To ensure that consumers are informed that they will have to pay and that they acknowledge this, almost all software shoppers (92%) used a purchase button (i.e., a button labelled "buy" or "buy now") that indicated that the consumer was about to buy the product. Only in Germany (67%) and Portugal (86%) some traders did not use this visual tool (Figure 46).

Figure 46 When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")? (one-off purchase; Q48; *Base: 21 cases*)



The use of this visual tool makes sense, given that most mystery shoppers evaluated its use as (very) clear (Table 190). 83% of all mystery shoppers indicated that they clearly understood that pressing this button would finalize the purchase. This number was the highest for Polish mystery shoppers (100%), while it was the lowest in Germany (67%).

Table 190 How clear or unclear was it that by pressing this button you were agreeing to buy this product? (one-off purchase; Q50)

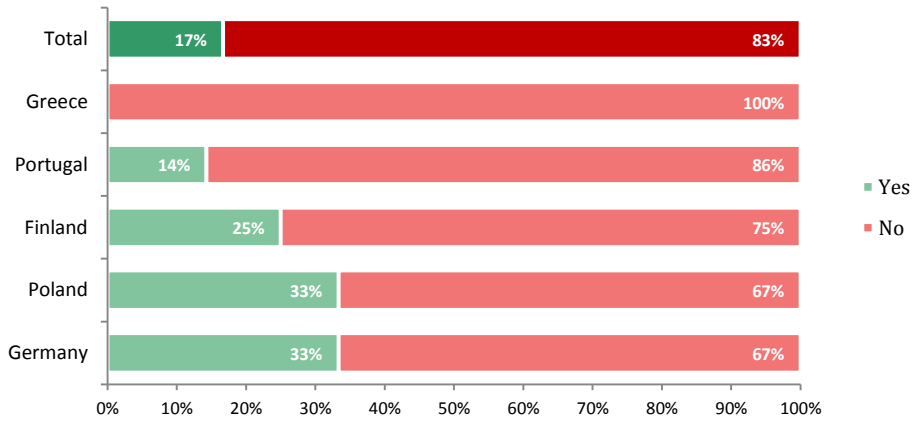
	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**21**	**58%**	**25%**	**8%**	**8%**		**83%**	**17%**
Poland	3	67%	33%	0%	0%		**100%**	0%
Portugal	7	29%	57%	14%	0%		86%	14%
Finland	4	75%	0%	25%	0%		75%	25%
Greece	4	75%	0%	0%	25%		75%	25%
Germany	3	33%	33%	0%	33%		**67%**	33%

Losing the right of withdrawal

When completing the one-off purchase of security software, consumers might lose their right of withdrawal when starting to download the content (products sold as "digital content" and information is provided under Art. 16 (m)). As concerns "digital content", this has to be clearly indicated by the trader pursuant to art. 6(1)(k) and for services pursuant to Article 6(1)(h). The current findings suggest that this happens only rarely.

Less than one fifth of the mystery shoppers (17%) were informed about this loss of the withdrawal right at the purchase stage. While the findings portray low values across all countries, none of the mystery shoppers were disclosed this information in Greece (0%).

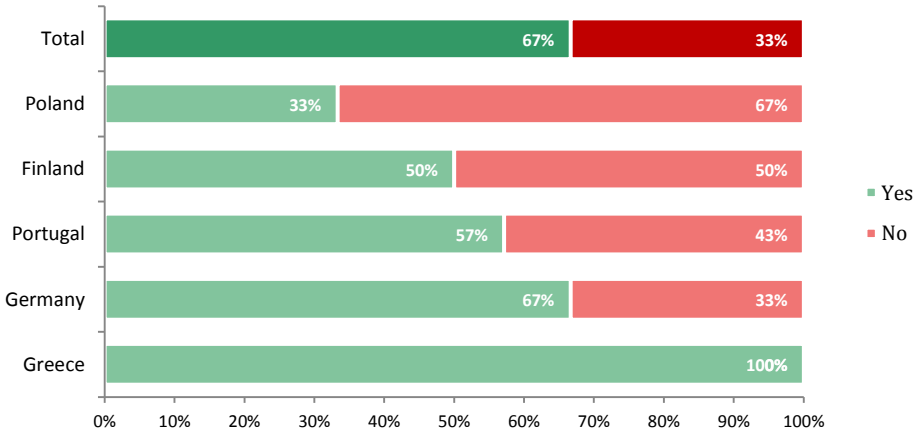
Figure 47 During the process of buying the product, was it clearly stated at what point you would lose your right of withdrawal from the contract? (one-off purchase; Q51; *Base: 21 cases*)



Additional options

Under Article 22 CRD, the trader shall seek the consumer's express consent to any additional payments in addition to the remuneration agreed upon for the trader's main contractual obligation. This provision is relevant at the purchase stage, where online retailers can offer consumers additional options or products to supplement their purchase. A considerable amount of mystery shoppers were offered additional selectable options that would cost the shopper more (such as additional features or options; 67%; Figure 48). This practice was particularly common for the seleted traders in Greece (100%), where all investigated traders offered additional features at an extra cost.

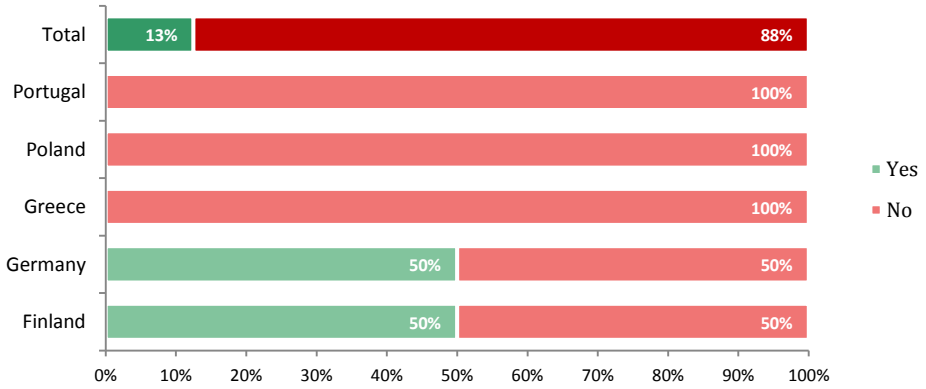
Figure 48 During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)? (one-off purchase; Q52; *Base: 21 cases*)



Under Article 22 CRD, the trader may not infer the consumer's express consent to extra payments by using default options, such as pre-ticked boxes. While the investigated

traders happened to offer mystery shoppers additional options, only a very limited number of these traders pre-selected this option, making it the default option for the mystery shoppers (Figure 49). This was only the case for 13% of the shoppers that were provided additional options and only occurred in Germany (50%) and Finland (50%).

Figure 49 Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)? (one-off purchase; Q53; *Base: 13 cases*)



Mystery shoppers' trust in the trader offering the pre-selected options and their trust in online traders in general was affected in 50% of the cases. It is important to note, however, that in the current research this practice **only occurred with 2 mystery shoppers**, making these findings quite descriptive. Concretely, trust was only affected for one case in Germany.

Fees for selected payment method

Under Article 19 CRD, traders are not allowed to charge consumers any fees that exceed the cost borne by the trader for the use of a specific payment method. During the purchase stage, none of the traders requested fees for the chosen method of payment.

3.5.1.2. Withdrawal from the contract

The main goal of this mystery shopping is to better understand the degree to which consumers can withdraw from the contract and receive an adequate reimbursement. In this and the following section, two relevant aspects of the withdrawal process will be discussed: the actual process of withdrawing from the contract and the received reimbursement for the product.

While consumers can withdraw from a contract through any unequivocal statement towards the trader, Article 6(1)(h) CRD requires traders to provide information to consumers in a clear and comprehensible manner about the conditions, time limits and procedures for exercising the right of withdrawal. The results of this mystery shopping suggest, however, that not many retailers may do so. Less than half of the mystery shoppers found it (very) easy to find this information (46%). This number was especially low for mystery shoppers in Portugal (29%) and Poland (33%). In contrast, two third of the investigated traders in Germany made this information easily available (67%; see Table 191).

Table 191 How easy or difficult was it to find information about how to withdraw from the contract on the trader's website? (one-off purchase; Q65)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**21**	**8%**	**38%**	**29%**	**25%**		**46%**	**54%**
Germany	3	0%	67%	33%	0%		**67%**	33%
Finland	4	25%	25%	50%	0%		50%	50%
Greece	4	0%	50%	0%	50%		50%	50%
Poland	3	0%	33%	0%	67%		**33%**	67%
Portugal	7	0%	29%	43%	29%		**29%**	71%

Consistent with the findings that only about half of the mystery shoppers could easily find information about the withdrawal, the withdrawal procedure was also evaluated as (very) difficult for almost half of all mystery shoppers (42%), while only 58% perceived it as (very) easy. There are noticeable country differences: especially in Poland was the procedure for withdrawing from the contract perceived as (very) difficult (0% found it (very easy/easy).

Table 192 How easy was the procedure itself for withdrawing from the contract? (one-off purchase; Q66)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**21**	**8%**	**38%**	**29%**	**25%**		**46%**	**54%**
Greece	4	0%	75%	25%	0%		75%	25%
Germany	3	33%	33%	0%	33%		67%	33%
Portugal	7	0%	57%	43%	0%		57%	43%
Finland	4	25%	25%	50%	0%		50%	50%
Poland	3	0%	0%	33%	67%		**0%**	100%

3.5.1.3. Getting a reimbursement

According to the CRD Article 13(1), the trader shall reimburse all payments received from the consumer no later than 14 days after he is informed about the consumer's decision to withdraw from the contract.

While a considerable number of mystery shoppers found the withdrawal procedure difficult, all shoppers in all countries got reimbursed at least partially by the traders, when they withdrew from the contract (Q69). In almost all cases, the mystery shoppers were fully reimbursed. Given these results, it is not very surprising that the traders' willingness to provide a full reimbursement was generally evaluated as very positive (see Table 193). In 88% of all mystery shopping cases traders were evaluated to be (very) willing to reimburse the mystery shopper. These values are lower (yet very high) for traders in Poland (67%) and Finland (75%).

Table 193 How would you rate the willingness of the trader to provide a full reimbursement? (one-off purchase; Q75)

	Base size	Very Willing	Willing	Unwilling	Very Unwilling		(Very) Willing	(Very) Unwilling
Total	**21**	**75%**	**13%**	**8%**	**4%**		**88%**	**13%**
Germany	3	100%	0%	0%	0%		100%	0%
Greece	4	100%	0%	0%	0%		100%	0%
Portugal	7	86%	14%	0%	0%		100%	0%
Finland	4	75%	0%	25%	0%		**75%**	25%
Poland	3	33%	33%	0%	33%		**67%**	33%

Similarly, the mystery shoppers were also satisfied with the communication of the trader regarding the reimbursement (see Table 194): 83% of the mystery shoppers were (very) satisfied. An exception is Poland, where only one third of the mystery shoppers (33%) was (very) satisfied.

Table 194 How satisfied or unsatisfied are you with the communication of the trader? (one-off purchase; Q76)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
Total	**21**	**67%**	**17%**	**8%**	**8%**		**83%**	**17%**
Germany	3	100%	0%	0%	0%		100%	0%
Greece	4	100%	0%	0%	0%		100%	0%
Portugal	7	57%	43%	0%	0%		100%	0%
Finland	4	75%	0%	25%	0%		75%	25%
Poland	3	0%	33%	33%	33%		**33%**	67%

Finally, the mystery shoppers were also very satisfied with the overall process of withdrawing from the contract and getting a reimbursement (Table 195). 83% of mystery shoppers found that the traders provided a (very) satisfying withdrawal service. This number was quite lower, however, for shoppers in Poland (33%).

The mystery shoppers' high satisfaction with the withdrawal procedure is somewhat inconsistent with the difficulties of finding information about the withdrawal procedure (i.e., less than half of all mystery shoppers found it difficult, Q65) and of withdrawing from the contract (42% found it difficult, Q66).

Table 195 How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement? (one-off purchase; Q78)

	Base size	**Very Satisfied**	**Satisfied**	**Unsatisfied**	**Very Unsatisfied**		**(Very) Satisfied**	**(Very) Unsatisfied**
Total	**21**	**50%**	**33%**	**8%**	**8%**		**83%**	**17%**
German	3	67%	33%	0%	0%		100%	0%
Greece	4	50%	50%	0%	0%		100%	0%

Portugal	7	43%	57%	0%	0%		100%	0%
Finland	4	75%	0%	25%	0%		75%	25%
Poland	3	0%	33%	33%	33%		**33%**	67%

3.5.2. Results for security software (subscription)

The following sections present the results for mystery shoppers that purchased security software via a one-off purchase. The results are based on 54 mystery shopping cases across 8 countries.

3.5.2.1. Product purchase

Availability of contact information of the trader

Under Article 6(1)(b),(c) and (h) CRD, consumers should be provided in a clear and comprehensible manner with pre-contractual information about:

- the name of the trader on the website,
- the geographical address of the trader on the website,
- the phone number of the trader on the website,
- the e-mail address of the trader on the website; and
- the withdrawal form of the trader on the website.

Also, the availability of contact forms[199] as an alternative for e-mail addresses is investigated. This section investigates if this information is provided by traders during the purchase process and how easy traders make it for consumers to find this information.

Across all countries and all investigated cases the *name of the trader* was provided in 91% of all cases (i.e., only in 9% the mystery shoppers could not find this information; see Table 196). Moreover, most mystery shoppers also found this information easily (81%). This proportion is noticeable lower for mystery shoppers in Bulgaria (44%) and Finland (50%).

Table 196 How easy or how difficult is it to find the name of the trader on the website (subscription; Q1)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**33%**	**48%**	**4%**	**6%**	**9%**		**81%**	**9%**
Germany	7	43%	57%	0%	0%	0%		100%	0%
Greece	5	80%	20%	0%	0%	0%		100%	0%
Poland	7	29%	71%	0%	0%	0%		100%	0%
Portugal	3	33%	67%	0%	0%	0%		100%	0%
France	9	22%	67%	0%	0%	11%		89%	0%
The Netherlands	8	25%	63%	0%	13%	0%		88%	13%
Finland	6	0%	50%	17%	0%	33%		**50%**	17%
Bulgaria	9	44%	0%	11%	22%	22%		**44%**	33%

[199] However, in contrast to the e-mail address, the CRD does not require traders to make a contact form available to the consumer.

The *geographical address* (Table 197) of software traders was also relatively easy to find across all countries (81%). Only 9% of all mystery shoppers could not find information about the geographical address, which was only the case in France (11%), Finland (33%) and Bulgaria (22%). Moreover, mystery shoppers in Bulgaria (44%) and Finland (50%) also reported that this information was less easily available.

Table 197 How easy or how difficult is it to find the geographical address of the trader on the website? (subscription; Q2)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**33%**	**48%**	**4%**	**6%**	**9%**		**81%**	**9%**
Germany	7	43%	57%	0%	0%	0%		100%	0%
Greece	5	80%	20%	0%	0%	0%		100%	0%
Poland	7	29%	71%	0%	0%	0%		100%	0%
Portugal	3	33%	67%	0%	0%	0%		100%	0%
France	9	22%	67%	0%	0%	**11%**		89%	0%
The Netherlands	8	25%	63%	0%	13%	0%		88%	13%
Finland	6	0%	50%	17%	0%	**33%**		**50%**	17%
Bulgaria	9	44%	0%	11%	22%	**22%**		**44%**	33%

Similar findings were found for information about the *phone number* of the trader (Table 198). Only about 65% of all mystery shoppers found the trader's phone number (very) easily and in 15% of the cases this information could not even be found.

There are also certain country differences. All German mystery shoppers found this information (very) easily (100%), while this was the case for 89% in France and 80% in Greece. In contrast, only 33% of mystery shoppers in Finland and 44% of mystery shoppers in Bulgaria found the phone number of the traders easily.

Table 198 How easy or how difficult is it to find the phone number of the trader on the website? (subscription; Q3)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**24%**	**41%**	**13%**	**7%**	**15%**		**65%**	**20%**
Germany	7	43%	57%	0%	0%	0%		**100%**	0%
France	9	33%	56%	0%	0%	11%		**89%**	0%
Greece	5	40%	40%	0%	0%	20%		**80%**	0%
Portugal	3	0%	67%	33%	0%	0%		67%	33%
Poland	7	14%	43%	0%	14%	29%		57%	14%
The Netherlands	8	25%	25%	13%	13%	25%		50%	25%
Bulgaria	9	22%	22%	22%	11%	22%		**44%**	33%
Finland	6	0%	33%	50%	17%	0%		**33%**	67%

The findings for *e-mail addresses* in Table 199 show that 44% of the mystery shoppers couldn't find the retailer's e-mail address. This number was particularly high in Bulgaria (67%), while it was the lowest in France (22%). Moreover, only 41% of the mystery shoppers found this information easily. At country-level, the findings show this information was found the easiest by mystery shoppers in France (78%), while this was true for only 22% in Bulgaria, 25% in the Netherlands and 33% in Portugal and Finland.

Table 199 How easy or how difficult is it to find the e-mail address of the trader on the website? (subscription; Q4)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**11%**	**30%**	**11%**	**4%**	**44%**		**41%**	**15%**
France	9	11%	67%	0%	0%	**22%**		**78%**	0%
Germany	7	29%	14%	14%	0%	43%		43%	14%
Poland	7	14%	29%	0%	14%	43%		43%	14%
Greece	5	20%	20%	20%	0%	40%		40%	20%
Finland	6	0%	33%	17%	0%	50%		**33%**	17%
Portugal	3	0%	33%	33%	0%	33%		**33%**	33%
The Netherlands	8	0%	25%	13%	13%	50%		**25%**	25%
Bulgaria	9	11%	11%	11%	0%	**67%**		**22%**	11%

Contact forms were not found by mystery shoppers in 24% of all investigated cases (see Table 200). This number is particularly high in Portugal (67%) and Poland (57%) where more than half of the mystery shoppers could not find contact forms. In contrast, in Germany all shoppers were able to find contact forms.

Half of all mystery shoppers found contact forms (very) easily (52%). There are again certain country differences. While this information was (very) easily found for most German and French shoppers (respectively 86% and 89%), this was least often the case in Portugal (0%), Bulgaria and Finland (both 33%).

While traders are legally required under Article 6(1)(c) to provide their e-mail addresses, this is not required for contact forms. It is surprising that contact forms are slightly more available than e-mail addresses.

Table 200 How easy or how difficult is it to find the contact form of the trader on the website? (subscription; Q5)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**20%**	**31%**	**15%**	**9%**	**24%**		**52%**	**24%**
France	9	22%	67%	0%	0%	11%		**89%**	0%
Germany	7	43%	43%	14%	0%	0%		**86%**	14%
The Netherlands	8	13%	38%	25%	13%	13%		50%	38%
Poland	7	14%	29%	0%	0%	**57%**		43%	0%
Greece	5	20%	20%	20%	20%	20%		40%	40%

Bulgaria	9	33%	0%	22%	11%	33%		**33%**	33%
Finland	6	0%	33%	33%	17%	17%		**33%**	50%
Portugal	3	0%	0%	0%	33%	**67%**		**0%**	33%

Finally, traders are required under Article 6(1)(h) CRD to inform consumers about a model withdrawal form. Nevertheless, more than half of all software mystery shoppers (54%) could not find them (Table 201). For half of the remaining cases, a withdrawal form was available, but (very) difficult to find (22%). Only 24% of all shoppers (very) easily found a withdrawal form on the retailer's website.

At country-level, mystery shoppers in Germany where the most likely to find withdrawal forms (only 14% could not find them, compared to the 54% average), while mystery shoppers in France found it easiest to find the forms (56% found it (very) easy).

Table 201 How easy or how difficult is it to find the withdrawal form of the trader on the website? (subscription; Q6)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**54**	**4%**	**20%**	**11%**	**11%**	**54%**		**24%**	**22%**
France	9	11%	44%	0%	11%	33%		**56%**	11%
Germany	7	0%	43%	43%	0%	**14%**		43%	43%
Portugal	3	0%	33%	0%	0%	67%		33%	0%
Greece	5	0%	20%	20%	0%	60%		20%	20%
Finland	6	0%	17%	0%	50%	33%		17%	50%
The Netherlands	8	13%	0%	13%	13%	63%		13%	25%
Bulgaria	9	0%	11%	0%	11%	78%		11%	11%
Poland	7	0%	0%	14%	0%	86%		**0%**	14%

Availability of information about the product

Article 6(1)(a) CRD requires the trader to provide information about the main characteristics of the product in a clear and comprehensible manner. The first part of this section will look at the availability of main characteristics and in particular at the ease of finding this information, the degree to which mystery shoppers were informed about the softwares' main characteristics and the clarity of this information. The second part of this section will zoom in on the availability of characteristics that are particularly relevant for the *software* category.

Information about main characteristics. Overall, information about the main characteristics of the software was almost always (very) easy to find (94%, Table 202). At country-level, some noticeable differences can be detected. Especially for mystery shoppers in Bulgaria, this information was relatively less likely to be easily found (67%).

Table 202 How easy or how difficult is it to find information about the main characteristics of the product? (subscription; Q8)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**54**	**56%**	**39%**	**2%**	**4%**		**94%**	**6%**
Finland	6	0%	100%	0%	0%		100%	0%
France	9	44%	56%	0%	0%		100%	0%
Germany	7	57%	43%	0%	0%		100%	0%
Greece	5	100%	0%	0%	0%		100%	0%
Poland	7	86%	14%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
The Netherlands	8	75%	25%	0%	0%		100%	0%
Bulgaria	9	33%	33%	11%	22%		**67%**	33%

Table 203 also shows that the description of the main characteristics was on average also (very) clear (93%). Again this number was lower for mystery shoppers in Bulgaria (56%).

Table 203 How clear or unclear was the description of the main characteristics of the product? (subscription; Q9)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**54**	**46%**	**46%**	**4%**	**4%**		**93%**	**7%**
Finland	6	0%	100%	0%	0%		100%	0%
France	9	11%	89%	0%	0%		100%	0%
Germany	7	57%	43%	0%	0%		100%	0%
Greece	5	100%	0%	0%	0%		100%	0%
Poland	7	57%	43%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
The Netherlands	8	75%	25%	0%	0%		100%	0%
Bulgaria	9	33%	22%	22%	22%		**56%**	44%

Consequently, mystery shoppers felt overall (very) well informed about these characteristics (89%, Table 204). Again, this was less often the case for mystery shoppers in Bulgaria (56%).

Table 204 To what degree were you informed about the main characteristics of the product? (subscription; Q7)

	Base size	Very Well Informed	Well Informed	Badly Informed	Very Badly Informed		(Very) Well Informed	(Very) Badly Informed
Total	**54**	**44%**	**44%**	**11%**	**0%**		**89%**	**11%**
Germany	7	29%	71%	0%	0%		100%	0%
Greece	5	80%	20%	0%	0%		100%	0%
Poland	7	71%	29%	0%	0%		100%	0%

Portugal	3	67%	33%	0%	0%	100%	0%
The Netherlands	8	38%	63%	0%	0%	100%	0%
France	9	33%	56%	11%	0%	89%	11%
Finland	6	33%	50%	17%	0%	83%	17%
Bulgaria	9	33%	22%	44%	0%	**56%**	44%

Information about software-specific characteristics. Traders are also required to provide consumers with specific information about the functionality, interoperability and compatibility of digital content (e.g. security software). This mystery shopping focused on the following factors:

- The language of the software interface
- The file types that the software uses
- The software updates one may expect from the software
- Requirements for an internet connection
- Additional purchases required for using the software
- The interoperability of the software with computer hardware
- The compatibility with other software
- The functionality of the software

First, the current study provides some insights into how well a software provider informs customers about the eight different factors. Table 205 provides an overview of how well informed mystery shoppers felt by the trader. Overall, only about half of the traders successfully informed the mystery shoppers (very) well about most aspects. Additionally, for many of these aspects, no information was given. There are, however, exceptions. Especially for information about the *functionality of the software* (83%) and the *interoperability of the software with computer hardware* (74%) mystery shoppers were informed rather well.

However, for half of all characteristics the retailers failed to provide this information relatively often. In particular for *additional purchases required for using the software* (57%) and *the language of the software interface* (46%), *the file types that the software uses* (43%), *requirements for an internet connection* (41%) and *software updates expectations* (41%) the information was not found for about half of all cases. For *required additional purchases*, however, it is possible that the information is missing, because no additional purchases were required.

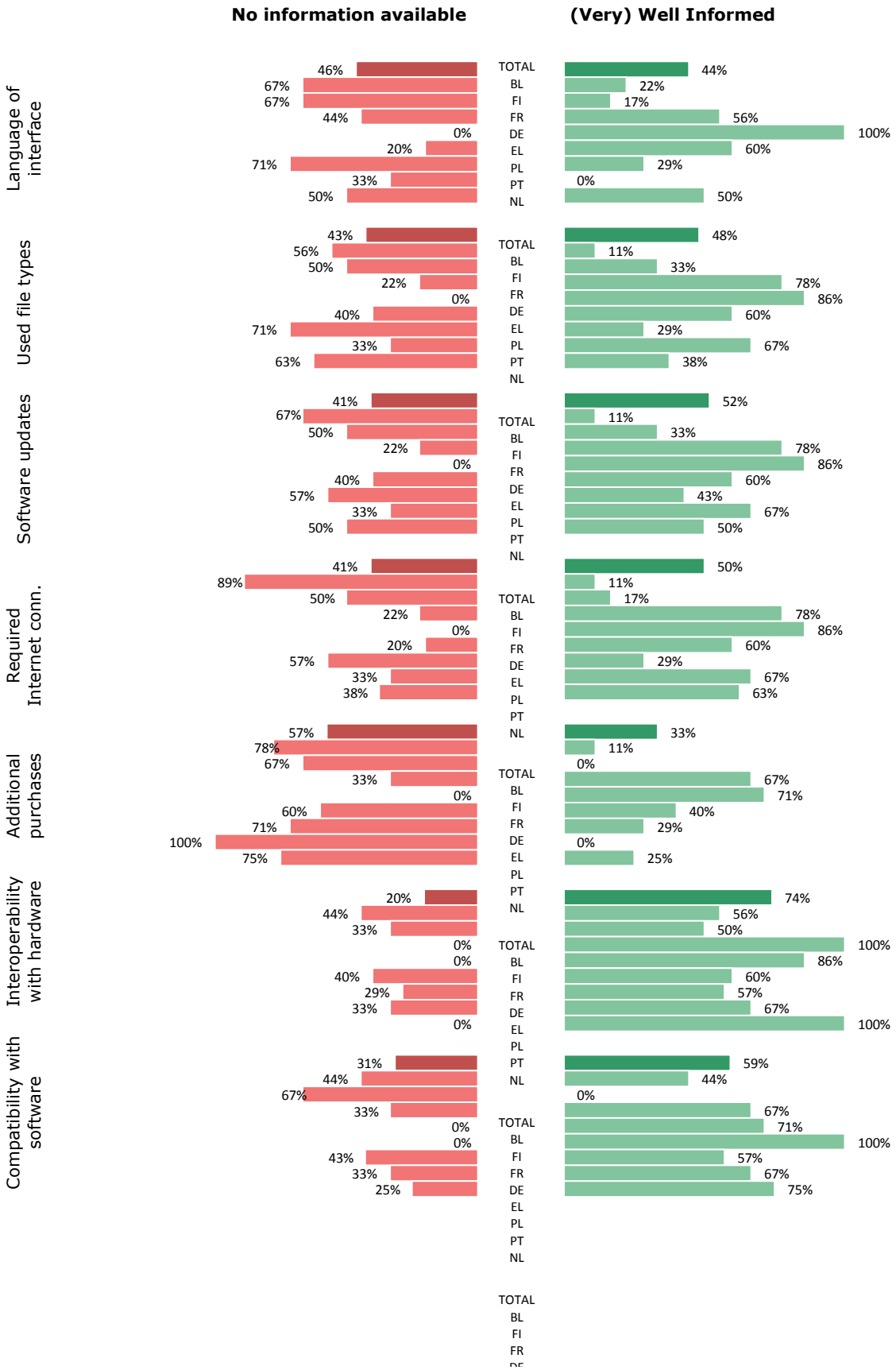
Table 205 The degree to which the traders informed customers about the software-specific characteristics (subscription)

	(Very) Well Informed	(Very) Badly Informed	No information was found
The language of the software interface	44%	9%	**46%**
The file types that the software uses	48%	9%	**43%**
The software updates one may expect for the software	52%	7%	41%
Requirements for an internet connection	50%	9%	**41%**
Additional purchases required for using the software	33%	9%	**57%**
The interoperability of the software with computer	**74%**	6%	20%
The compatibility with other software	59%	9%	31%

The functionality of the software	**83%**	11%	6%

There are some noticeable trends at country-level. The right graph in Figure 50 shows that the mystery shoppers in France and Germany felt relatively better informed than the average on many of these software-specific characteristics (with 'required additional purchases' as an exception for Germany). In contrast, mystery shoppers in Bulgaria scored the traders relatively lower than the average for most of the characteristics. Consistently, Bulgarian shoppers, together with Polish shoppers were also more likely than average to receive no information from the retailer about many of these characteristics (as indicated by the left graph in Figure 50).

Figure 50 Degree to which the traders inform about the software-specific characteristics (subscription; *Base*: *54 cases*)



While in the investigated cases, traders were not always succeeding in informing their customers well enough, information about all the software-specific characteristics was often available on the traders' website and was generally (very) easy to find and (very) easy to understand (i.e., very clear; see Table 206). While all aspects were generally (very) easy to find, information about the *functionality of the software* (92%) and *interoperability with the computer hardware* (88%) were particularly easy to find. In contrast, information about the *language of the software interface* (72%), *required additional purchases* (74%) and *expected software updates* (75%) was relatively less easy to find. Somewhat similarly, information about the *functionality of the software* (90%) and *requirements for an internet connection* (91%) were presented particularly clearly, while information about the *language of the software interface* (76%), *expected software updates* (78%) and *required additional purchases* (78%) was often relatively less clear. Nevertheless, the current findings hint towards a gap between the availability of information and the degree to which consumers may feel informed about these software specifications.

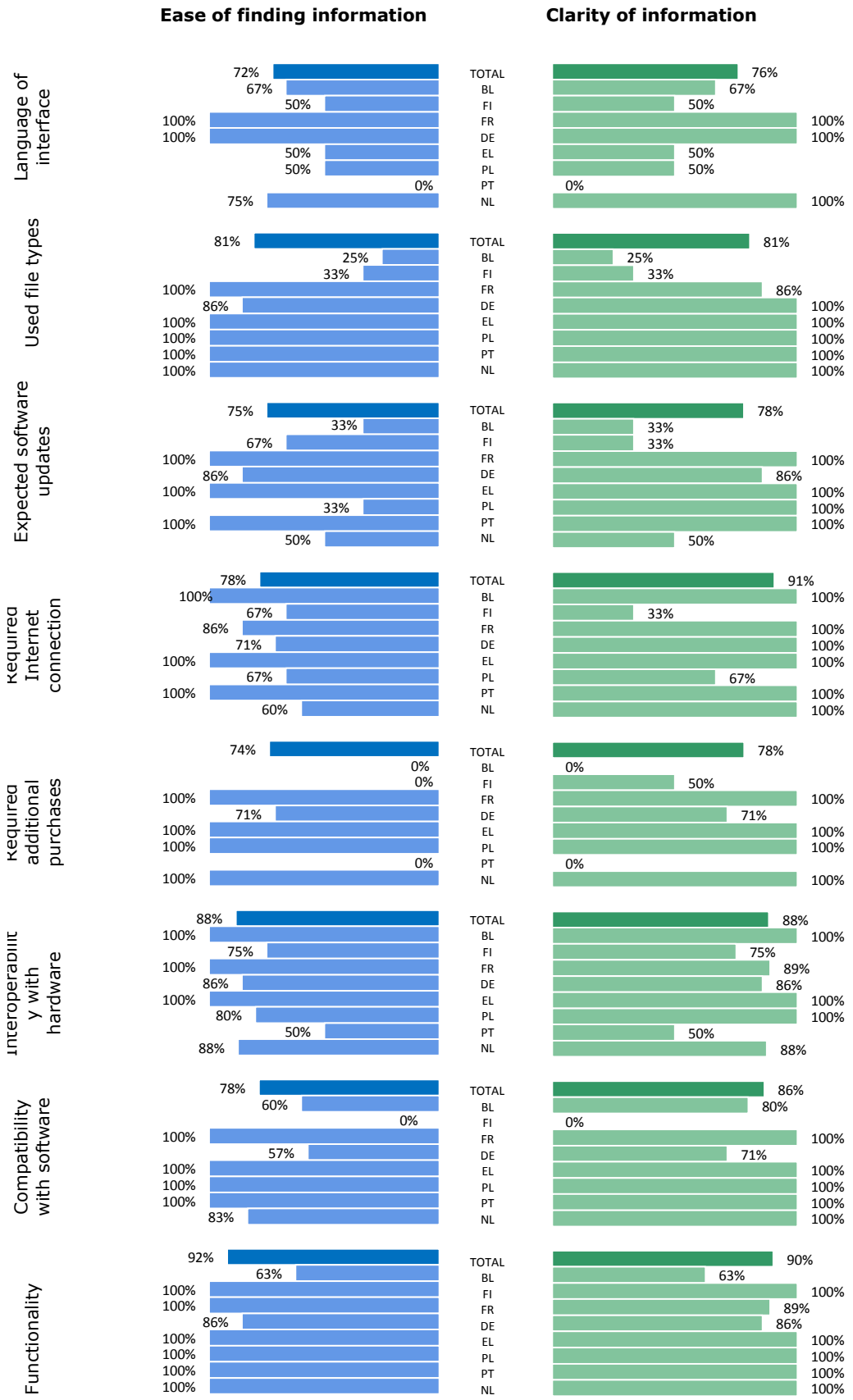
Table 206 The degree to which the information was easy to find and clear (subscription; *Base: cases where this information was available*[200])

	Ease of finding information		Clarity of information	
	(Very) Easy	(Very) Difficult	(Very) Clear	(Very) Unclear
The language of the software interface	**72%**	28%	**76%**	24%
The file types that the software uses	81%	19%	81%	19%
The software updates one may expect from the software	**75%**	25%	**78%**	22%
Requirements for an internet connection	78%	22%	**91%**	9%
Additional purchases required for using the software	**74%**	26%	**78%**	22%
The interoperability of the software with computer hardware	**88%**	12%	88%	12%
The compatibility with other software	78%	22%	86%	14%
The functionality of the software	**92%**	8%	**90%**	10%

There are certain country-differences, which show similar trends for both the ease of finding information and the clarity of the information (see Figure 51). Shopper from most countries scored the traders high on both measures for all the software characteristics. However, similar to the previous point, it was relatively harder for Bulgarian mystery shoppers to find the information and this information was relatively less clear to the mystery shoppers. This was the case for almost all of the software characteristics, except information about the interoperability with the computer hardware.

[200] The base is limited to the mystery shopping cases where information about the respective items was available: language of the software interface (29 cases), the file types that the software uses (31 cases), the software updates one may expect from the software (32 cases), requirements for an internet connection (32 cases), additional purchases required for using the software (23 cases), the interoperability of the software with computer hardware (43 cases), the compatibility with other software (37 cases), the functionality of the software (51 cases)

Figure 51 Ease of finding and clarity of software-specific information (subscription)



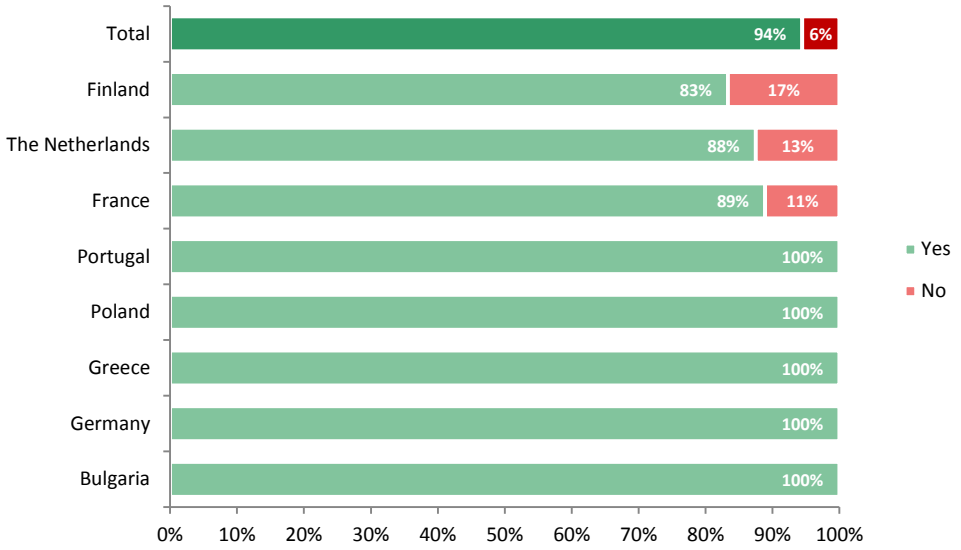
Availability of information before buying the product

Besides product-specific information, the CRD requires certain purchase-related information that enables consumers to understand the conditions of the purchase and the delivery of the product. For computer software, the specific characteristics investigated are:

- Available information about the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)
- Available information about the payment model (use of an open-ended contract, encountering yearly or monthly costs)
- Available information about the duration of the contract
- Available information about additional costs
- Available information about the right to withdraw

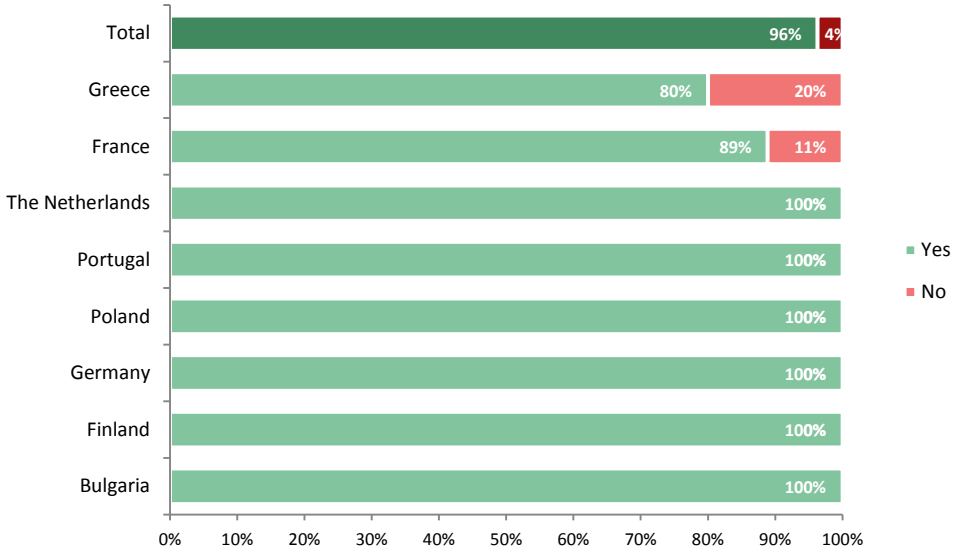
Software shoppers found information about the *accepted means of payment* in 94% of the cases (see Figure 52). Only in Finland (83%), the Netherlands (88%) and France (89%) some investigated cases did not provide this information.

Figure 52 Does the trader mention the accepted means of payment (such as Visa, MasterCard, and PayPal, Maestro or other)? (subscription; Q34; *Base: 54 cases*)



Almost all mystery shoppers that bought the security software via a subscription received information about the monthly or yearly costs (96%). This proportion was somewhat lower for Greece (80%) and France (89%).

Figure 53 Does the website mention the monthly or yearly costs? (subscription; Q36, *Base: 54 cases*)



When websites mentioned the monthly or yearly costs, this information was often also (very) easy to find (92%, see Table 207). Only some mystery shoppers in the Netherlands (63%) and in Poland (86%) reported some cases were this information was not easily available.

Table 207 How easy or difficult was it to find the information about the monthly or yearly costs? (subscription; Q37)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**52**	**67%**	**25%**	**8%**	**0%**		**92%**	**8%**
Finland	6	67%	33%	0%	0%		100%	0%
France	8	50%	50%	0%	0%		100%	0%
Germany	7	86%	14%	0%	0%		100%	0%
Greece	4	100%	0%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
Bulgaria	9	78%	22%	0%	0%		100%	0%
Poland	7	57%	29%	14%	0%		**86%**	14%
The Netherlands	8	50%	13%	38%	0%		**63%**	38%

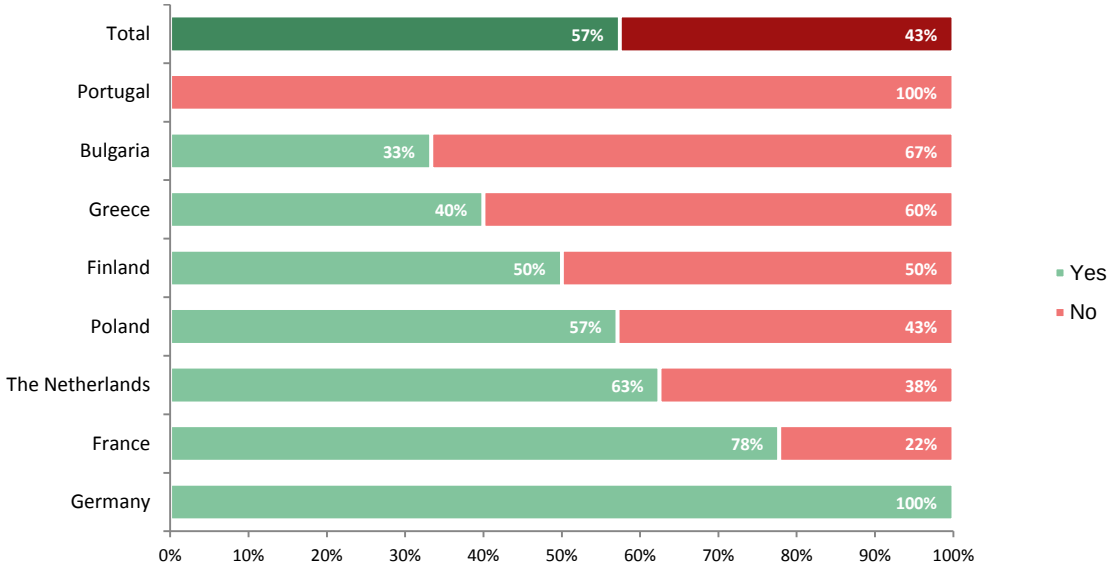
Consistently, this information was clear or very clear to understand in almost all cases (96%, see Table 208). Only by some of the traders in the Netherlands and Finland this information was presented unclearly (respectively 'only' 88% and 83% of mystery shoppers found it (very) clear).

Table 208 How clear or unclear was the information about the monthly or yearly costs? (subscription; Q38)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**52**	**58%**	**38%**	**2%**	**2%**		**96%**	**4%**
Bulgaria	9	56%	44%	0%	0%		100%	0%
France	8	38%	63%	0%	0%		100%	0%
Germany	7	86%	14%	0%	0%		100%	0%
Greece	4	100%	0%	0%	0%		100%	0%
Poland	7	57%	43%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
The Netherlands	8	50%	38%	13%	0%		**88%**	13%
Finland	6	33%	50%	0%	17%		**83%**	17%

Another important aspect is the *contract length*. Only for little more than in half of the mystery shopping cases, did the traders (57%) disclose if there is a minimum contract duration. All German mystery shoppers were able to find this information (100%). In contrast, this was only the case for less than half of the shoppers in Bulgaria (33%) and Greece (40%).

Figure 54 Does the website mention whether or not there is a minimum duration of the contract? (subscription; Q39; *Base: 54 cases*)



For all traders that mentioned the minimum contract length on their website, mystery shoppers found this information (very) easily (Table 209) across all the countries201.

[201] Portugal was omitted from the analyses in Table 208 and Table 209, because there were no websites that offered information about the minimum duration of the contract.

Table 209 How easy or difficult was it to find the information about the duration of the contract? (subscription; Q40)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**31**	**55%**	**45%**	**0%**	**0%**		**100%**	**0%**
Bulgaria	3	67%	33%	0%	0%		100%	0%
Finland	3	33%	67%	0%	0%		100%	0%
France	7	29%	71%	0%	0%		100%	0%
Germany	7	71%	29%	0%	0%		100%	0%
Greece	2	100%	0%	0%	0%		100%	0%
Poland	4	50%	50%	0%	0%		100%	0%
The Netherlands	5	60%	40%	0%	0%		100%	0%

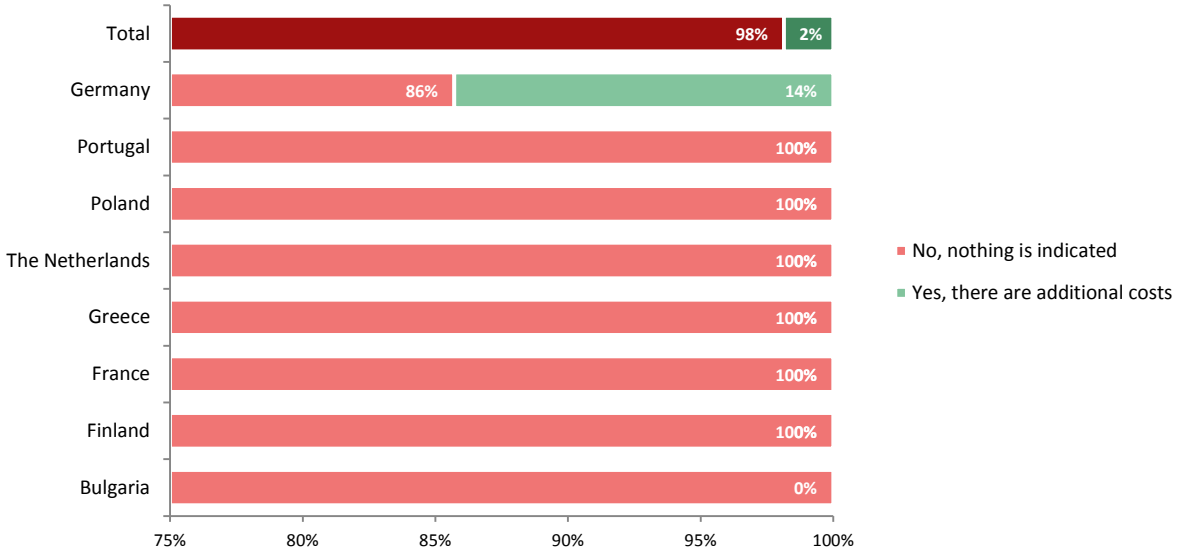
Similarly, for all investigated traders who mentioned the minimum contract length on their website, mystery shoppers could understand this information (very) clearly (Table 210).

Table 210 How clear or unclear was the information about the duration of the contract? (subscription; Q41)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**31**	**61%**	**39%**	**0%**	**0%**		**100%**	**0%**
Bulgaria	3	100%	0%	0%	0%		100%	0%
Finland	3	33%	67%	0%	0%		100%	0%
France	7	29%	71%	0%	0%		100%	0%
Germany	7	71%	29%	0%	0%		100%	0%
Greece	2	100%	0%	0%	0%		100%	0%
Poland	4	50%	50%	0%	0%		100%	0%
The Netherlands	5	80%	20%	0%	0%		100%	0%

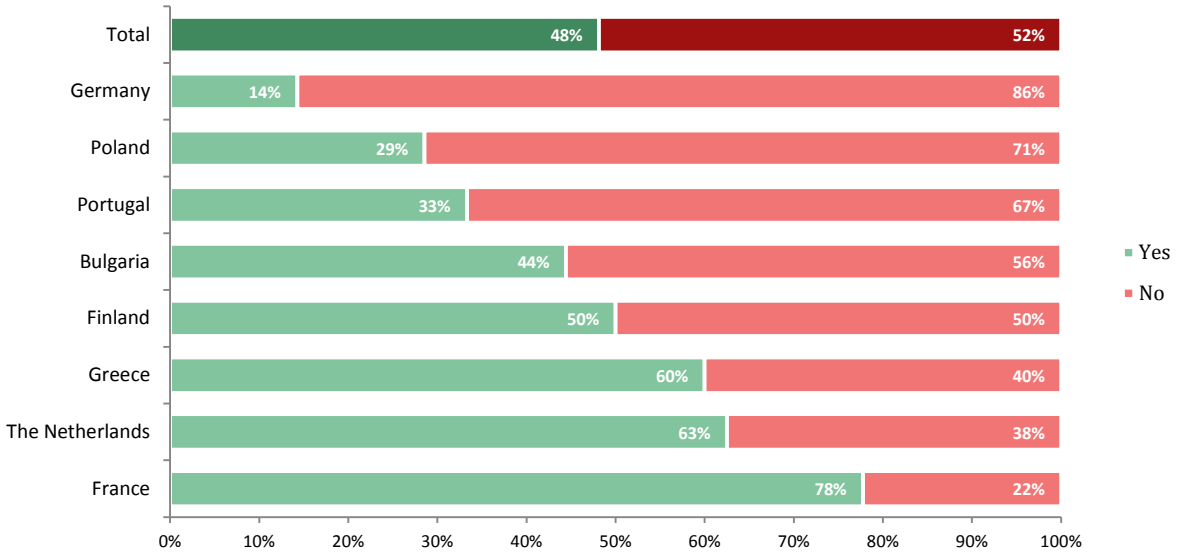
In general, almost none of the software shoppers found an indication of any additional costs other than delivery costs or costs related to the payment options (98%, see Figure 55). This was only the case for one mystery shopper in Germany (14%). For this one mystery shopping case, information about these costs were *easy* to find (Q43).

Figure 55 Did the trader indicate whether there are any additional costs (other than delivery costs or costs related to payment options)? (subscription; Q42, *Base: 54 cases*)



Finally, the results also show to which degree traders informed mystery shoppers about their *right to withdraw from the contract* before downloading the software (see Figure 56). On average, half of all mystery shoppers (48%) stated that the withdrawal right was indicated. There are exceptions: in 78% of the French cases, mystery shoppers were informed about their withdrawal rights. In contrast, German (14%), Polish (29%) and Portuguese mystery shoppers (33%) were not disclosed this information as often.

Figure 56 Does the trader specify that you have a right to withdraw from the contract before downloading the software? (subscription; Q44; *Base: 54 cases*)



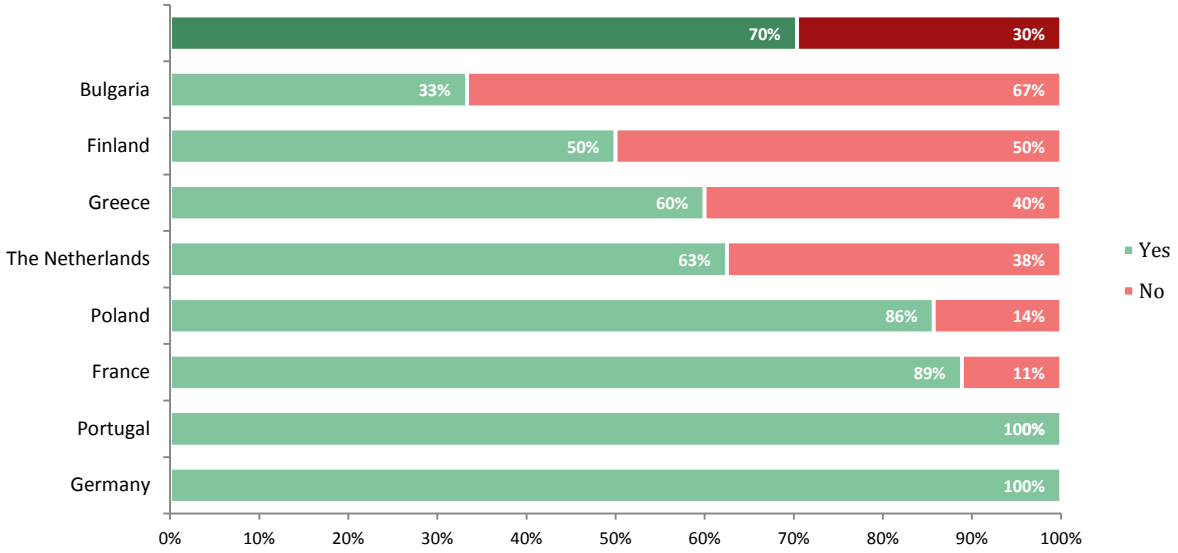
Availability of information during the product purchase

Article 8(2) of the Consumer Rights Directive requires traders to provide consumers with an overview of the main characteristics, all costs and the duration of the contract for the selected product(s), before the consumer is bound by the contract. This section presents the information and options (e.g., a purchase button or pre-ticked boxes for additional options) the investigated retailers presented at this stage and how this affected the mystery shoppers' trust towards the trader.

Information about main characteristics and the price of the product

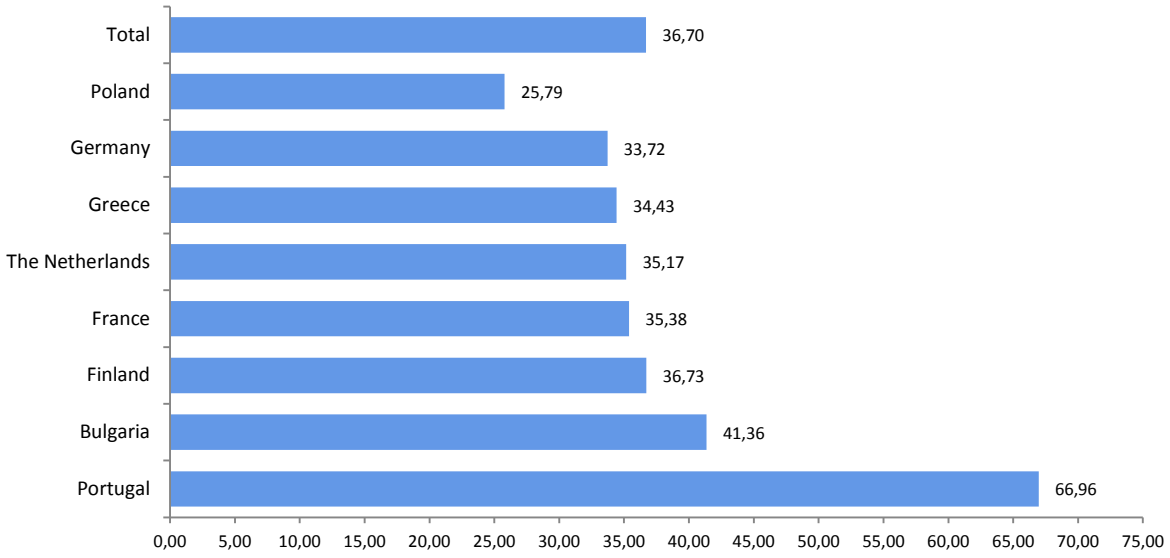
More than two third of the mystery shoppers (70%) were informed again about the main characteristics of the software before the final purchase confirmation (see Figure 57). This was, however, not the case for mystery shoppers in all countries. Especially in Bulgaria (33%) and Finland (50%), mystery shoppers were relatively less likely to receive this information just before their final purchase confirmation. In contrast, all German and Portuguese (both 100%) and most French (89%) mystery shoppers were informed again about the main characteristics.

Figure 57 Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product? (subscription; Q46; *Base: 54 cases*)



While not all traders provided mystery shoppers with information about the main characteristics, the price of the product was always disclosed at the purchase confirmation stage (Q47), for (almost) all mystery shoppers in all countries. One single exception is one mystery shopping case in France. The mystery shoppers paid on average €36,70 for the security software. The price was highest in Portugal, where it costed 66,96 euro, while it was lowest in Poland (€25,79) (see Figure 58 for an overview).

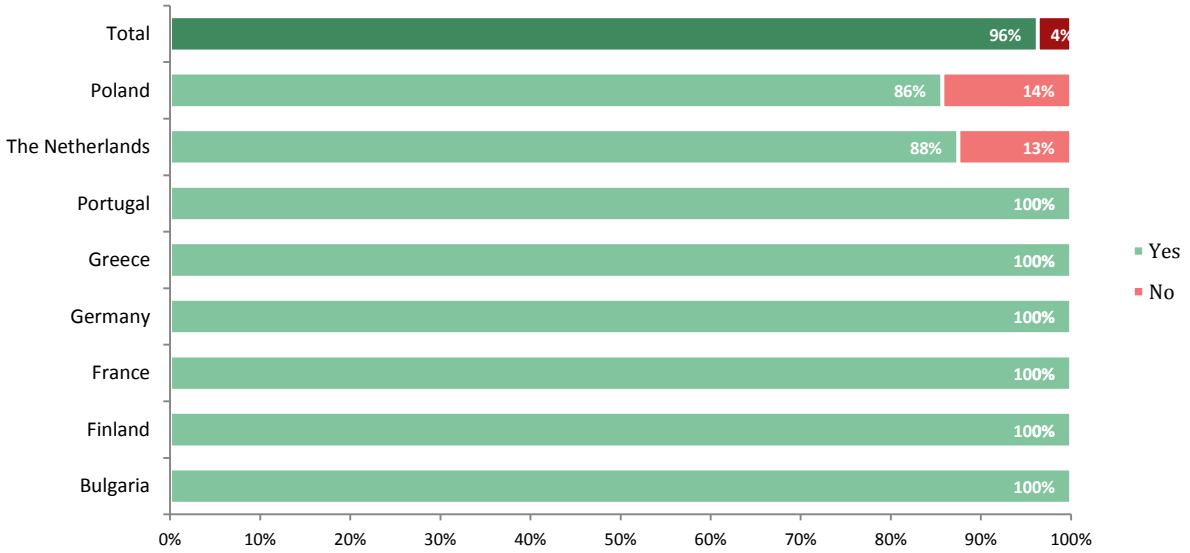
Figure 58 Cost of the product (subscription; Q63; *Base: 54 cases*)



The use of a purchase button to finalize the purchase

Under Article 8(2)(2), the trader shall ensure that the consumer acknowledges that his order implies an obligation to pay. To ensure that consumers are informed that they will have to pay and that they acknowledge this almost all software shoppers (96%) used a purchase button (i.e., a button labelled "buy" or "buy now"). In only one case in Poland and one case in the Netherlands this visual tool was not used (Figure 59).

Figure 59 When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")? (subscription; Q48; *Base: 54 cases*)



Most mystery shoppers evaluated the use of the purchase buttonsas (very) clear (Table 211). 94% of all mystery shoppers indicated that they clearly understood that pressing this button would finalize the purchase. Only in the Netherlands (75%) and France (89%) this was not clear for some of the mystery shoppers.

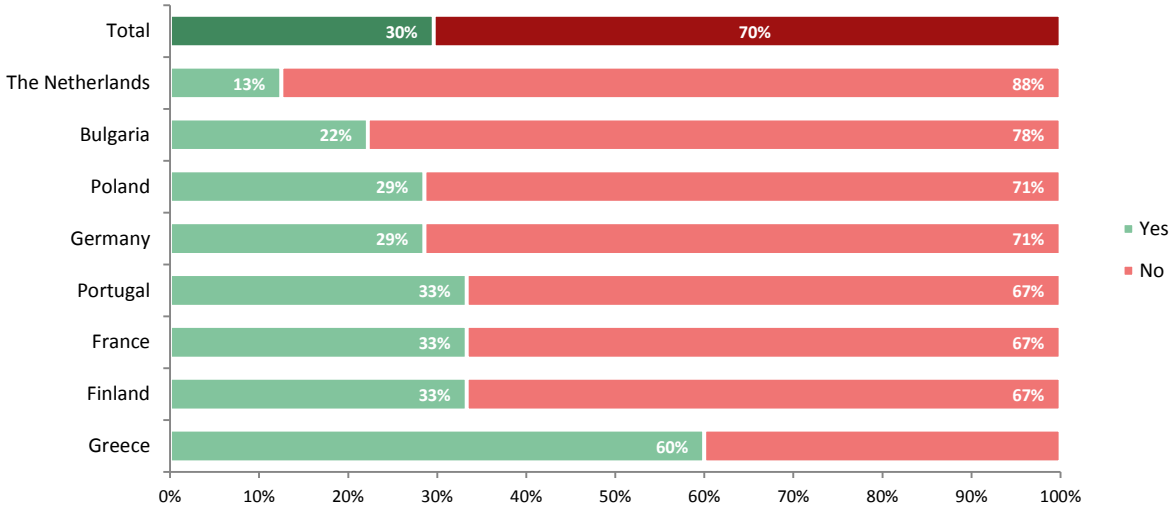
Table 211 How clear or unclear was it that by pressing this button you were agreeing to buy this product? (subscription; Q50)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**54**	**67%**	**28%**	**2%**	**4%**		**94%**	**6%**
Bulgaria	9	67%	33%	0%	0%		100%	0%
Finland	6	33%	67%	0%	0%		100%	0%
Germany	7	71%	29%	0%	0%		100%	0%
Greece	5	100%	0%	0%	0%		100%	0%
Poland	7	86%	14%	0%	0%		100%	0%
Portugal	3	100%	0%	0%	0%		100%	0%
France	9	33%	56%	0%	11%		**89%**	11%
The Netherlands	8	75%	0%	13%	13%		**75%**	25%

Losing the right of withdrawal

When completing the purchase of security software in the form of a subscription, consumers lose their right of withdrawal 14 days after the conclusion of the contract if the contract qualifies as a service contract (Art.2(6),9 and 14 of the CRD). If the contract rather qualifies as a contract for the supply of digital content (Recital 19 CRD), the right of withdrawal will be lost if the performance has begun with the consumer's prior express consent and his acknowledgement that he thereby loses his right of withdrawal. As concerns service contracts, the point at which the consumers would lose their right of withdrawal has to be clearly indicated by the trader pursuant to art. 6(1)(h) and for digital content under art. 6(1)(k). The current findings suggest that this happens only rarely. 30% of the mystery shoppers were informed about their loss of the withdrawal right at the purchase stage. While the findings portray low values across all countries, the number of mystery shoppers who were disclosed this information is particularly low in the Netherlands (13%) and Bulgaria (22%).

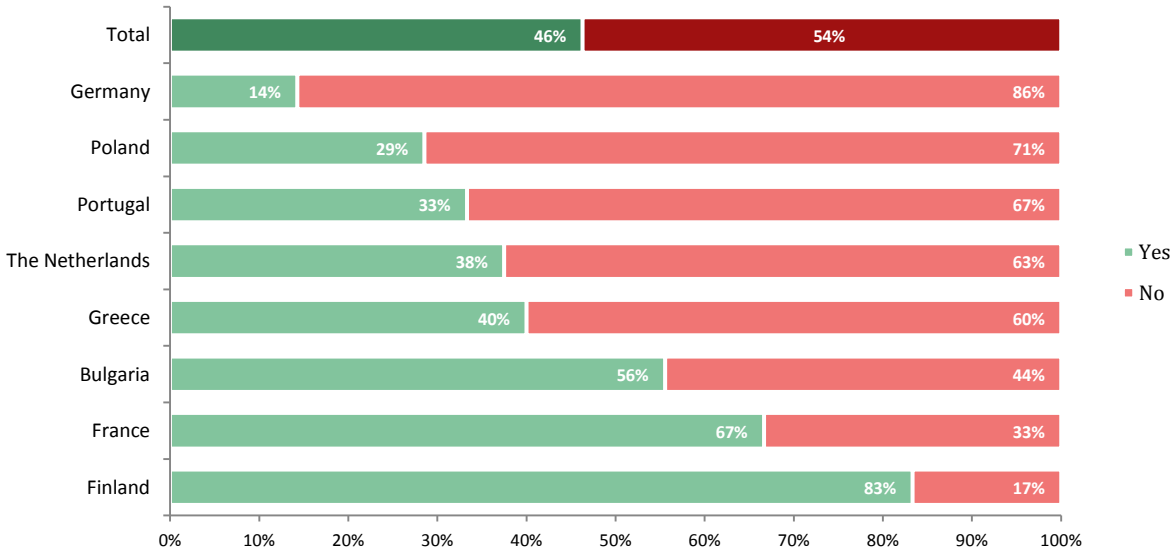
Figure 60 During the process of buying the product, was it clearly stated at what point you would lose your right of withdrawal from the contract? (subscription; Q51; *Base: 54 cases*)



Additional options

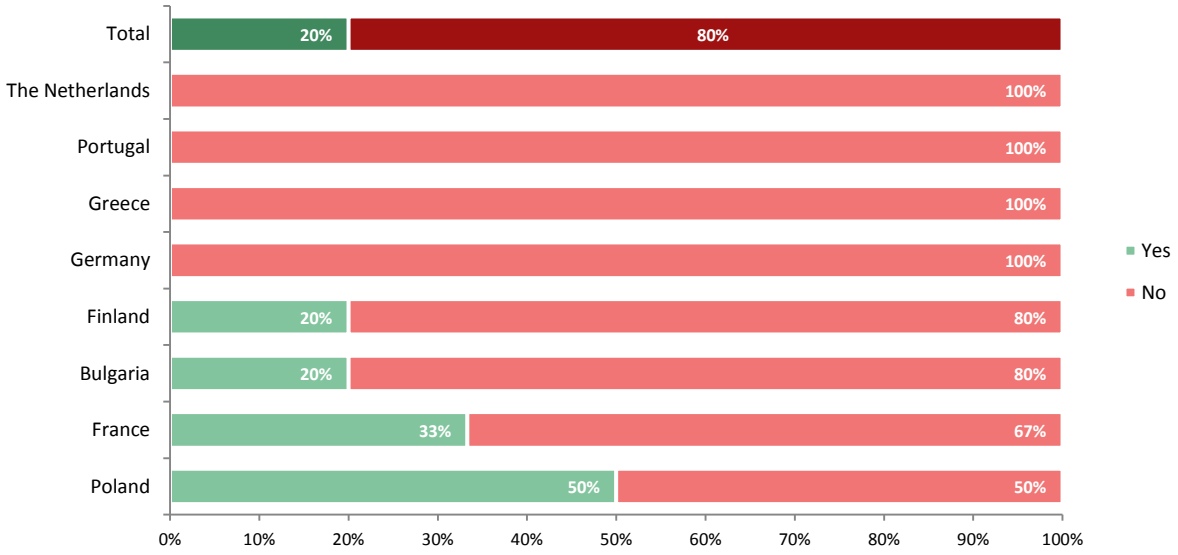
Under Article 22 CRD, the trader shall seek the consumer's express consent to any additional payments in addition to the remuneration agreed upon for the trader's main contractual obligation. This provision is relevant at the purchase stage, where online retailers can offer consumers additional options or products to supplement their purchase. About half of all investigated traders offered additional selectable option that would cost more (such as additional features or options; 46%; Figure 61). This practice was particularly common for the investigated cases in Finland (83%) and France (67%). In contrast, this practice occurred only in few cases in Germany (14%).

Figure 61 During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)? – one-off purchase (subscription; Q52; *Base: 54 cases*)



Under Article 22 CRD, the trader may not infer the consumer's express consent to extra payments by using default options, such as pre-ticket boxes. While the investigated traders happened to offer mystery shoppers additional options, only a very limited number of these traders (20%) pre-selected this option, making it the default option for the mystery shoppers (Figure 62). Only cases in Poland, France, Bulgaria and Finland pre-ticked boxes for additional purchases202.

Figure 62 Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)? (subscription; Q53; *Base: 25 cases*)

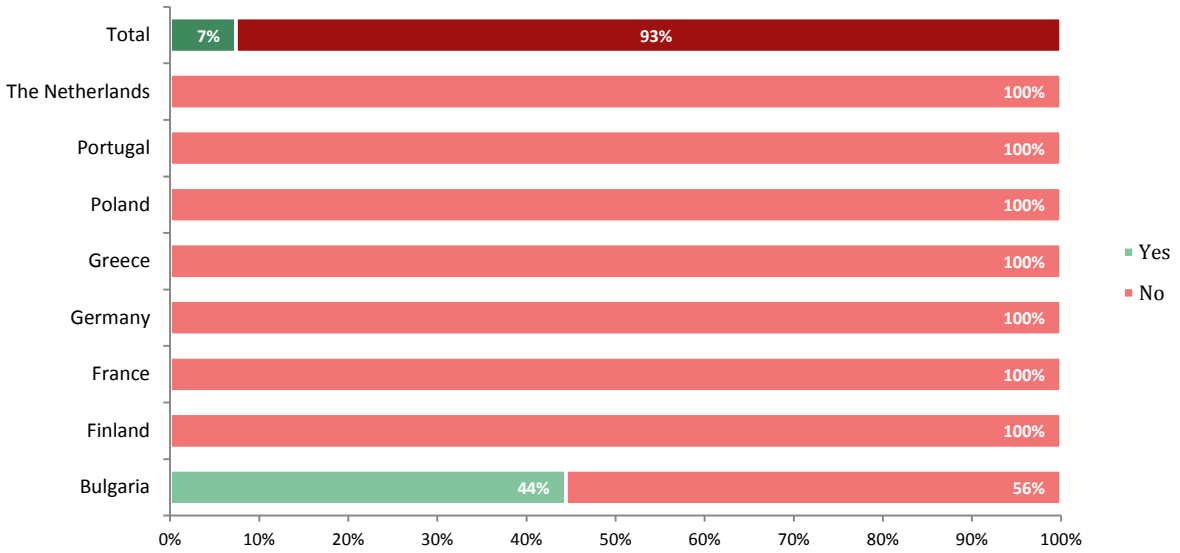


Fees for selected payment method

Under Article 19 CRD, traders are not allowed to charge consumers any fees that exceed the cost borne by the trader for the use of a specific payment method. During the purchase stage, it was very unlikely for traders to request fees for the chosen method of payment (7%, see Figure 63). This practice did only occur in Bulgaria, in 44% of all cases.

[202] Given the small number of cases with pre-ticked boxes (5), the effect of pre-ticked boxes on mystery shoppers' trust in the trader is not discussed in the text. The results show that trust was affected in 40% of the 5 cases. This happened only in Poland (100%) and France (50%)

Figure 63 When paying for the product, were there any extra fees based on your method of payment? (subscription; Q56; *Base: 54 cases*)



These fees were on average €0,51 and would not change mystery shoppers' choice of their payment option, nor would they affect their overall satisfaction with the purchase or trust in the trader. In 25% of these cases, the fees would affect mystery shoppers' willingness to buy from the same trader in the future. The findings in this paragraph are, however, based on the experience from only four Bulgarian **mystery shoppers** and therefore hardly representative for all online traders.

3.5.2.2. Withdrawal from the contract

While consumers can withdraw from a contract through any unequivocal statement towards the trader, Article 6(1)(h) CRD requires traders to provide information to consumers in a clear and comprehensible manner about the conditions, time limits and procedures for exercising the right of withdrawal. The results of this mystery shopping suggest, however, that not many retailers may do so. Less than half of the mystery shoppers found it (very) easy to find this information (43%). This number was especially low for mystery shoppers in Portugal (0%), Finland (17%) and Bulgaria (22%). Greek software providers were relatively more likely to provide this information; 80% of the mystery shoppers in Greece found that this information was (very) easy to find (see Table 210).

Table 212 How easy or difficult was it to find information about how to withdraw from the contract on the trader's website? (subscription; Q65)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**54**	**11%**	**31%**	**24%**	**33%**		**43%**	**57%**
Greece	5	20%	60%	20%	0%		**80%**	20%
The Netherlands	8	0%	63%	13%	25%		63%	38%
Germany	7	29%	29%	29%	14%		57%	43%
France	9	11%	33%	22%	33%		44%	56%
Poland	7	0%	43%	14%	43%		43%	57%

Bulgaria	9	11%	11%	44%	33%		**22%**	78%
Finland	6	17%	0%	0%	83%		**17%**	83%
Portugal	3	0%	0%	67%	33%		**0%**	100%

While less than half of the mystery shoppers could easily find information about the withdrawal, the withdrawal procedure was evaluated as (very) easy by 61% of all mystery shoppers. There are noticeable country differences. A (very) easy withdrawal procedure was most likely for shoppers in Greece (100%), while it was relatively more unlikely for the mystery shoppers in the Netherlands (38%) and France (44%).

Table 213 How easy was the procedure itself for withdrawing from the contract? (subscription; Q66)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**54**	**19%**	**43%**	**15%**	**24%**		**61%**	**39%**
Greece	5	60%	40%	0%	0%		**100%**	0%
Bulgaria	9	22%	56%	11%	11%		78%	22%
Poland	7	29%	43%	0%	29%		71%	29%
Portugal	3	0%	67%	0%	33%		67%	33%
Germany	7	14%	43%	14%	29%		57%	43%
Finland	6	33%	17%	17%	33%		50%	50%
France	9	0%	44%	22%	33%		**44%**	56%
The Netherlands	8	0%	38%	38%	25%		**38%**	63%

3.5.2.3. Getting a reimbursement

According to Article 13(1) CRD, the trader shall reimburse all payments received from the consumer no later than 14 days after he is informed about the consumer's decision to withdraw from the contract.

While a considerable number of mystery shoppers found the withdrawal procedure difficult, all shoppers in all countries got reimbursed at least partially, when they withdrew from the contract (Q69). In almost all cases, the mystery shoppers were fully reimbursed (98%). In only one case in Finland the mystery shopper received a partial reimbursement.

In almost all cases, the trader returned the money to the mystery shoppers (98%). This was the case in all countries. One exception is France, where one of the mystery shoppers (11%) was provided with a reimbursement other than the returned money or a voucher.

Given these results, it is not very surprising that the traders' willingness to provide a full reimbursement was generally evaluated as very positive (see Table 214). In 93% of all mystery shopping cases traders were evaluated to be (very) willing to reimburse the mystery shopper.

Table 214 How would you rate the willingness of the trader to provide a full reimbursement? (subscription; Q75)

	Base size	Very Willing	Willing	Unwilling	Very Unwilling		(Very) Willing	(Very) Unwilling
Total	**54**	**59%**	**33%**	**7%**	**0%**		**93%**	**7%**
Finland	6	50%	50%	0%	0%		100%	0%
Greece	5	100%	0%	0%	0%		100%	0%
Poland	7	57%	43%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
Bulgaria	9	56%	33%	11%	0%		89%	11%
France	9	33%	56%	11%	0%		89%	11%
The Netherlands	8	50%	38%	13%	0%		88%	13%
Germany	7	86%	0%	14%	0%		86%	14%

Similarly, the mystery shoppers were satisfied with the communication of the trader regarding the reimbursement (see Table 215): 87% of the mystery shoppers were (very) satisfied. Two exceptions are the Netherlands (63%) and France (78%) where this number was noticeable lower. In contrast, the communication by traders from Greece and Portugal was seen as highly satisfying (all 100%).

Table 215 How satisfied or unsatisfied are you with the communication of the trader? (subscription; Q76)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
Total	**54**	**59%**	**28%**	**11%**	**2%**		**87%**	**13%**
Finland	6	50%	50%	0%	0%		100%	0%
Greece	5	80%	20%	0%	0%		100%	0%
Poland	7	100%	0%	0%	0%		100%	0%
Portugal	3	67%	33%	0%	0%		100%	0%
Bulgaria	9	56%	33%	11%	0%		89%	11%
Germany	7	71%	14%	14%	0%		86%	14%
France	9	33%	44%	22%	0%		**78%**	22%
The	8	38%	25%	25%	13%		**63%**	38%

Finally, the mystery shoppers were also very satisfied with the overall process of withdrawing from the contract and getting a reimbursement (Table 216). 83% of mystery shoppers found that the traders provided a (very) satisfying withdrawal service. This number was quite lower, however, for shoppers in the Netherlands (50%), but also in Portugal (67%) and Germany (71%). In contrast, all mystery shoppers were satisfied or very satisfied with the withdrawal process by the investigated Greek, Finish and Polish traders (all 100%).

The mystery shoppers' high satisfaction with the withdrawal procedure is quite high, considering that information about the withdrawal procedure was rather difficult to find (43%; Q65) and the procedure was relatively often evaluated as difficult (39%, Q66). As for the results for one-off purchases of security software, the successful reimbursement

may have driven most of the satisfaction with the overall withdrawal and reimbursement process.

Table 216 How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement? (subscription; Q78)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
Total	**54**	**50%**	**33%**	**13%**	**4%**		**83%**	**17%**
Finland	6	50%	50%	0%	0%		100%	0%
Greece	5	100%	0%	0%	0%		100%	0%
Poland	7	57%	43%	0%	0%		100%	0%
Bulgaria	9	56%	33%	11%	0%		89%	11%
France	9	33%	56%	11%	0%		89%	11%
Germany	7	29%	43%	14%	14%		**71%**	29%
Portugal	3	67%	0%	33%	0%		**67%**	33%
The Netherlands	8	38%	13%	38%	13%		**50%**	50%

3.6. Results for music downloads

The results for this study are based on a sample of 71 evaluations. The distribution among the eight different countries was not equal. For example, in Germany 21 retailers were investigated, while in Bulgaria only 4 retailers could be investigated. The base size reported in each table reflects the number of evaluations per product. In contrast to the digital product of security software, all music downloads were purchased as one-off purchases.

3.6.1. Product purchase

3.6.1.1. Availability of contact information of the trader

The first part of the mystery shopping focused on the information that is available about the trader of the music downloads and how easy it is for consumers to find this information. In particular, the analysis will focus on the availability of:

- the name of the trader on the website,
- the geographical address of the trader on the website,
- the phone number of the trader on the website,
- the e-mail address the trader on the website,
- the contact form of the trader on the website; and
- the withdrawal form of the trader on the website.

Overall, information about the *name of the trader* (see Table 217) was easy or very easy to find. More than 8 out of 10 mystery shopper mystery shoppers were able to easily find this information (86%). However, in 1 out of 5 cases in Greece, it was (very) difficult to find the name of the trader and in 1 out 4 cases in Bulgaria, the name could not be found.

Table 217 How easy or how difficult is it to find the name of the trader on the website (Q1)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**62%**	**24%**	**6%**	**1%**	**7%**		**86%**	**7%**
Portugal	6	83%	17%	0%	0%	0%		100%	0%
France	12	50%	42%	0%	0%	8%		92%	0%
Germany	21	67%	24%	10%	0%	0%		90%	10%
Poland	7	71%	14%	0%	0%	14%		86%	0%
Greece	5	80%	0%	0%	20%	0%		80%	**20%**
The Netherlands	9	33%	44%	11%	0%	11%		78%	11%
Bulgaria	4	50%	25%	0%	0%	**25%**		75%	0%
Finland	7	71%	0%	14%	0%	14%		71%	14%

The **geographical address** of music traders was not always easy to find (62%) and only in one out of five cases (20%) the geographical address was very easy to find. There are, however, some noticeable country differences. Particularly for mystery shoppers in the

Netherlands (33%) and Greece (40%), this information was relatively less easy to find. In one out of five investigated cases (21%), mystery shoppers were even unable to find the address information. This was especially the case for shoppers in Bulgaria (50%) and the Netherlands (33%).

Table 218 How easy or how difficult is it to find the geographical address of the trader on the website? (Q2)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**20%**	**42%**	**14%**	**3%**	**21%**		**62%**	**17%**
Germany	21	38%	38%	14%	0%	10%		76%	14%
Finland	7	29%	43%	14%	0%	14%		71%	14%
France	12	17%	50%	8%	0%	25%		67%	8%
Portugal	6	17%	50%	17%	0%	17%		67%	17%
Poland	7	14%	43%	14%	0%	29%		57%	14%
Bulgaria	4	0%	50%	0%	0%	**50%**		50%	0%
Greece	5	0%	40%	0%	40%	20%		**40%**	40%
The Netherlands	9	0%	33%	33%	0%	**33%**		**33%**	33%

Similar findings were found for information about the *phone number* of the trader (Table 219). Only 48% of all mystery shoppers easily found the phone number. However, for the same number of investigated websites this information was difficult or very difficult to find (23%) and for one third the phone number was not displayed on the website.

There are also certain country differences. In Bulgaria, half of the investigated websites did not display the phone number, whereas this number was much lower in Finland (14%) and Germany (19%). Also in the Netherlands (44%), Poland (43%) and Greece (40%) a noticeable number of the traders had no telephone information listed.

Table 219 How easy or how difficult is it to find the phone number of the trader on the website? (Q3)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**18%**	**30%**	**20%**	**3%**	**30%**		**48%**	**23%**
Finland	7	29%	43%	14%	0%	**14%**		71%	14%
France	12	25%	33%	17%	0%	25%		58%	17%
Bulgaria	4	25%	25%	0%	0%	50%		50%	0%
Portugal	6	0%	50%	17%	0%	33%		50%	17%
Germany	21	29%	19%	33%	0%	**19%**		48%	33%
Poland	7	14%	29%	14%	0%	**43%**		43%	14%
The Netherlands	9	0%	33%	22%	0%	**44%**		33%	22%
Greece	5	0%	20%	0%	40%	**40%**		20%	40%

The results suggest that music downloads shoppers were more likely to find contact forms than a specific *e-mail address*. Table 220 shows that less than half (46%) of the mystery shoppers could (very) easily find the e-mail address of the traders. In the Netherlands (11%), Greece (20%) and Poland (29%), this information was particularly difficult to find and in Greece (60%), the Netherlands (56%), Bulgaria and Portugal (both 50%) more than half of the traders did not provide an e-mail address.

Table 220 How easy or how difficult is it to find the e-mail address of the trader on the website? (Q4)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**15%**	**31%**	**17%**	**3%**	**34%**		**46%**	**20%**
France	12	17%	50%	8%	0%	25%		67%	8%
Germany	21	24%	38%	24%	0%	14%		62%	24%
Finland	7	29%	29%	0%	14%	29%		57%	14%
Bulgaria	4	50%	0%	0%	0%	**50%**		50%	0%
Portugal	6	0%	33%	17%	0%	**50%**		33%	17%
Poland	7	0%	29%	29%	0%	43%		**29%**	29%
Greece	5	0%	20%	0%	20%	**60%**		**20%**	20%
The Netherlands	9	0%	11%	33%	0%	**56%**		**11%**	33%

In contrast, *contact forms* were more readily available (see Table 221): for more than half of the traders (65%) contact forms were easily or very easily found. This is especially true for mystery shoppers in France and Bulgaria (both 75%), but also for Germany, the Netherlands and Greece (all 67%). Almost one out of five mystery shoppers (15%) could not find a contact form. It was (very) difficult for the mystery shoppers to find this information on almost half of the Finnish websites (43%).

Table 221 How easy or how difficult is it to find the contact form of the trader on the website? (Q5)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**15%**	**49%**	**14%**	**6%**	**15%**		**65%**	**20%**
Bulgaria	4	25%	50%	0%	25%	0%		**75%**	25%
France	12	17%	58%	8%	0%	17%		**75%**	8%
Germany	21	29%	38%	10%	5%	19%		67%	14%
The Netherlands	9	0%	67%	11%	0%	22%		67%	11%
Portugal	6	0%	67%	17%	17%	0%		67%	33%
Greece	5	0%	60%	0%	20%	20%		60%	20%
Finland	7	14%	43%	43%	0%	0%		57%	**43%**
Poland	7	14%	29%	29%	0%	**29%**		43%	29%

Finally, almost seven out of 10 mystery shoppers (69%) could not find withdrawal forms that help consumers to withdraw from their purchase (Table 222). This was especially the case in France (83%) and Greece (80%) and the least likely the case in Finland (29%).

While Bulgarian mystery shoppers found withdrawal most easily, still only half of the Bulgarian traders provided these forms. (50%).

Table 222 How easy or how difficult is it to find the withdrawal form of the trader on the website? (Q6)

	Base size	Very Easy	Easy	Difficult	Very Difficult	Could not find it		(Very) Easy	(Very) Difficult
Total	**71**	**3%**	**11%**	**10%**	**7%**	**69%**		**14%**	**17%**
Bulgaria	4	0%	50%	0%	0%	50%		50%	0%
Finland	7	14%	29%	14%	14%	**29%**		43%	29%
Portugal	6	0%	17%	17%	17%	50%		17%	33%
Poland	7	14%	0%	14%	0%	71%		14%	14%
Germany	21	0%	10%	10%	5%	76%		10%	14%
France	12	0%	8%	0%	8%	**83%**		8%	8%
Greece	5	0%	0%	0%	20%	**80%**		0%	20%
The Netherlands	9	0%	0%	22%	0%	78%		0%	22%

3.6.1.2. Availability of information about the product

Article 6(1)(a) CRD requires the trader to provide information about the main characteristics of the product in a clear and comprehensible manner. The first part of this section will look at the availability of main characteristics and in particular at the ease of finding this information, the degree to which mystery shoppers were informed about the product's main characteristics and the clarity of this information. The second part of this section will zoom in on the availability of characteristics that are particularly relevant for the *downloadable music* category.

Information about main characteristics. Overall, information about the main characteristics of the software was (very) easy to find (86%, Table 223). At country-level, the results indicate that especially for mystery shoppers in Greece (20%) and the Netherlands (22%), information about main characteristics was rather difficult to find.

Table 223 How easy or how difficult is it to find information about the main characteristics of the product? (Q8)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**71**	**39%**	**46%**	**10%**	**4%**		**86%**	**14%**
Bulgaria	4	50%	50%	0%	0%		100%	0%
Germany	21	38%	52%	10%	0%		90%	10%
Finland	7	14%	71%	0%	14%		86%	14%
Poland	7	29%	57%	0%	14%		86%	14%
France	12	42%	42%	17%	0%		83%	17%
Portugal	6	33%	50%	0%	17%		83%	17%
Greece	5	60%	20%	20%	0%		80%	**20%**
The Netherlands	9	56%	22%	22%	0%		78%	**22%**

The description of the main characteristics was on average also (very) clear (85%, Table 224). However, on one out of five mystery shoppers in Greece (20%) and the Netherlands (22%) sill evaluated the description as (very) unclear.

Table 224 How clear or unclear was the description of the main characteristics of the product? (Q9)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**71**	**38%**	**46%**	**13%**	**3%**		**85%**	**15%**
Bulgaria	4	75%	25%	0%	0%		100%	0%
Finland	7	14%	71%	0%	14%		86%	14%
Poland	7	14%	71%	0%	14%		86%	14%
Germany	21	33%	52%	14%	0%		86%	14%
France	12	42%	42%	17%	0%		83%	17%
Portugal	6	33%	50%	17%	0%		83%	17%
Greece	5	60%	20%	20%	0%		80%	**20%**
The Netherlands	9	56%	22%	22%	0%		78%	**22%**

Consequently, the mystery shoppers were overall (very) well informed about these characteristics (86%, Table 225). Only for the Portuguese traders, one third of the mystery shoppers stated that they were (very) badly informed (33%).

Table 225 To what degree where you informed about the main characteristics of the product? (Q7)

	Base size	Very Well Informed	Well Informed	Badly Informed	Very Badly Informed		(Very) Well Informed	(Very) Badly Informed
Total	**71**	**34%**	**52%**	**11%**	**3%**		**86%**	**14%**
Bulgaria	4	50%	50%	0%	0%		100%	0%
Germany	21	29%	67%	5%	0%		95%	5%
Finland	7	14%	71%	14%	0%		86%	14%
Poland	7	29%	57%	0%	14%		86%	14%
France	12	42%	42%	17%	0%		83%	17%
Greece	5	60%	20%	20%	0%		80%	20%
The Netherlands	9	44%	33%	22%	0%		78%	22%
Portugal	6	17%	50%	17%	17%		67%	**33%**

Information about music-specific characteristics. Next to information about the general main characteristics of the downloadable music, specific information about the music is also required under the CRD (information requirements of functionality and interoperability of digital content). In particular, the following information items were investigated:

- The file types
- Requirements for an internet connection
- Additional purchases required for using the music

- The interoperability of the music with computer hardware
- The compatibility with other software
- The functionality of the music

First, the current study provides some insights into how well the investigated software providers informed consumers about the six different factors. Table 226 provides an overview of how well-informed mystery shoppers felt by the trader. While mystery shoppers felt quite well informed about the file types (70%), information about the other aspects was only very limited.

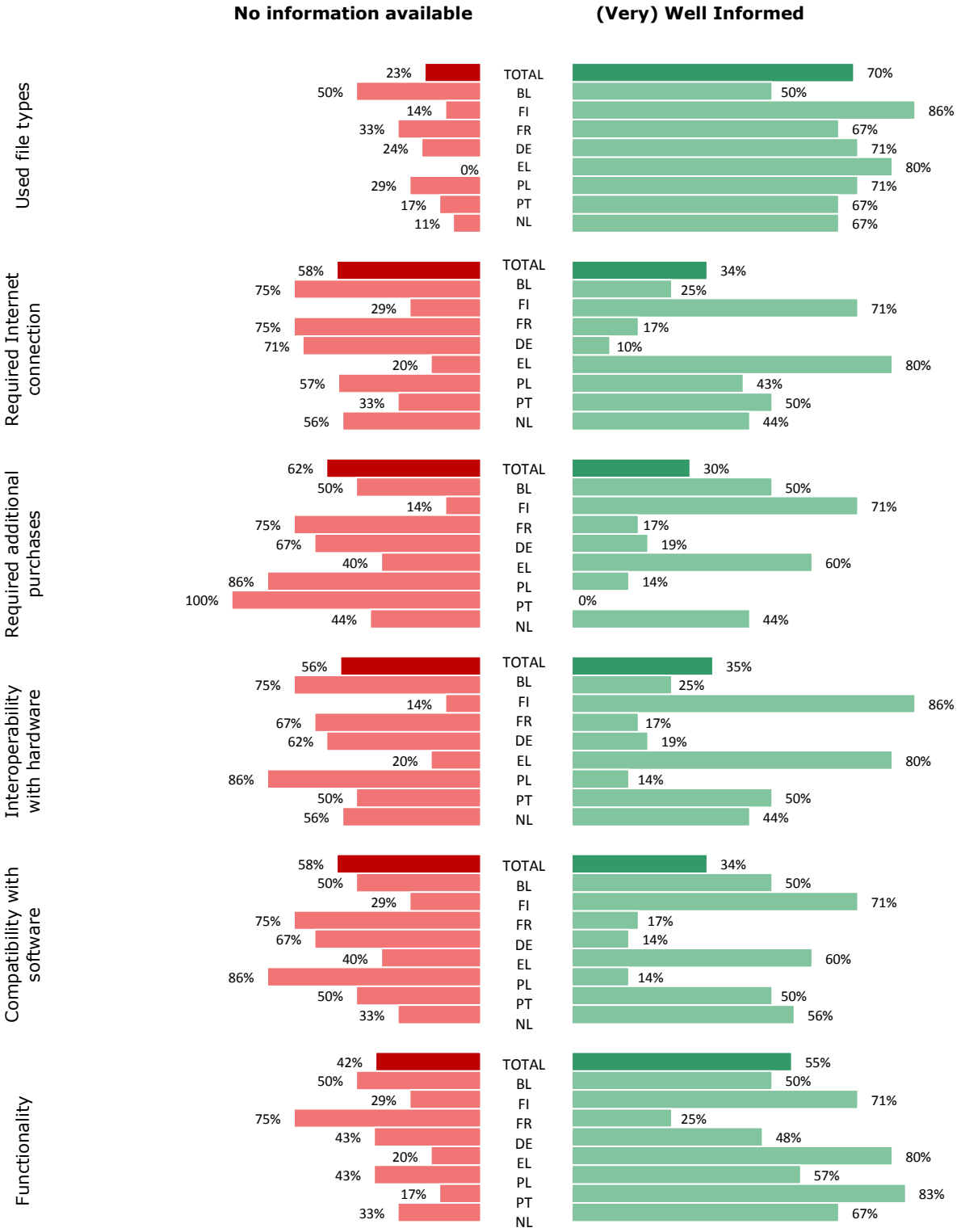
Table 226 The degree to which the traders informed customers about the software-specific characteristics

	(Very) Well Informed	(Very) Badly Informed	No information was found
The file types that the music uses	70%	7%	23%
Requirements for an internet connection	34%	8%	**58%**
Additional purchases required for using the music	30%	8%	**62%**
The interoperability of the music with computer hardware	35%	8%	**56%**
The compatibility with other software	34%	8%	**58%**
The functionality of the music	55%	3%	**42%**

There are some noticeable trends at country-level. Focusing on retailers that did not provide the necessary information, various country differences can be observed (as indicated by the left graph in Figure 64). Across almost all information items, France and Poland were among the countries where retailers were more likely to not provide the information (as indicated by the mystery shoppers being unable to find the information). Investigated retailers in Germany were also relatively more likely than average to not provide information on a number of information items, including the required internet connection, required additional purchases, interoperability with hardware and compatibility with software. Somewhat surprisingly as in none of the Portuguese cases, retailers provided any information about required additional purchases. A possible explanation is that the software sold by Portuguese retailers never required additional purchases and therefore find this information superfluous.

The right graph in Figure 64 shows that mystery shoppers in Finland and Greece were relatively better informed than average on almost all of these music-specific characteristics. Portuguese mystery shoppers also felt relatively well informed about the music-specific items. In contrast, French retailers seem to have informed mystery shoppers less sufficiently.

Figure 64 Degree to which the traders informed about the music download-specific characteristics (*Base: 71 cases*)



When traders provide music-specific characteristics on their website, this information was rather easy to find and in most cases also rather clear (see Table 227). Information about functionality (93%) and file types (85%) was the easiest to find, while information regarding additional purchases (30%) and Internet requirements (23%) was a lot harder to find. On the other hand, information about the functionality of the music (95%) and about the file types (89%) was made the clearest.

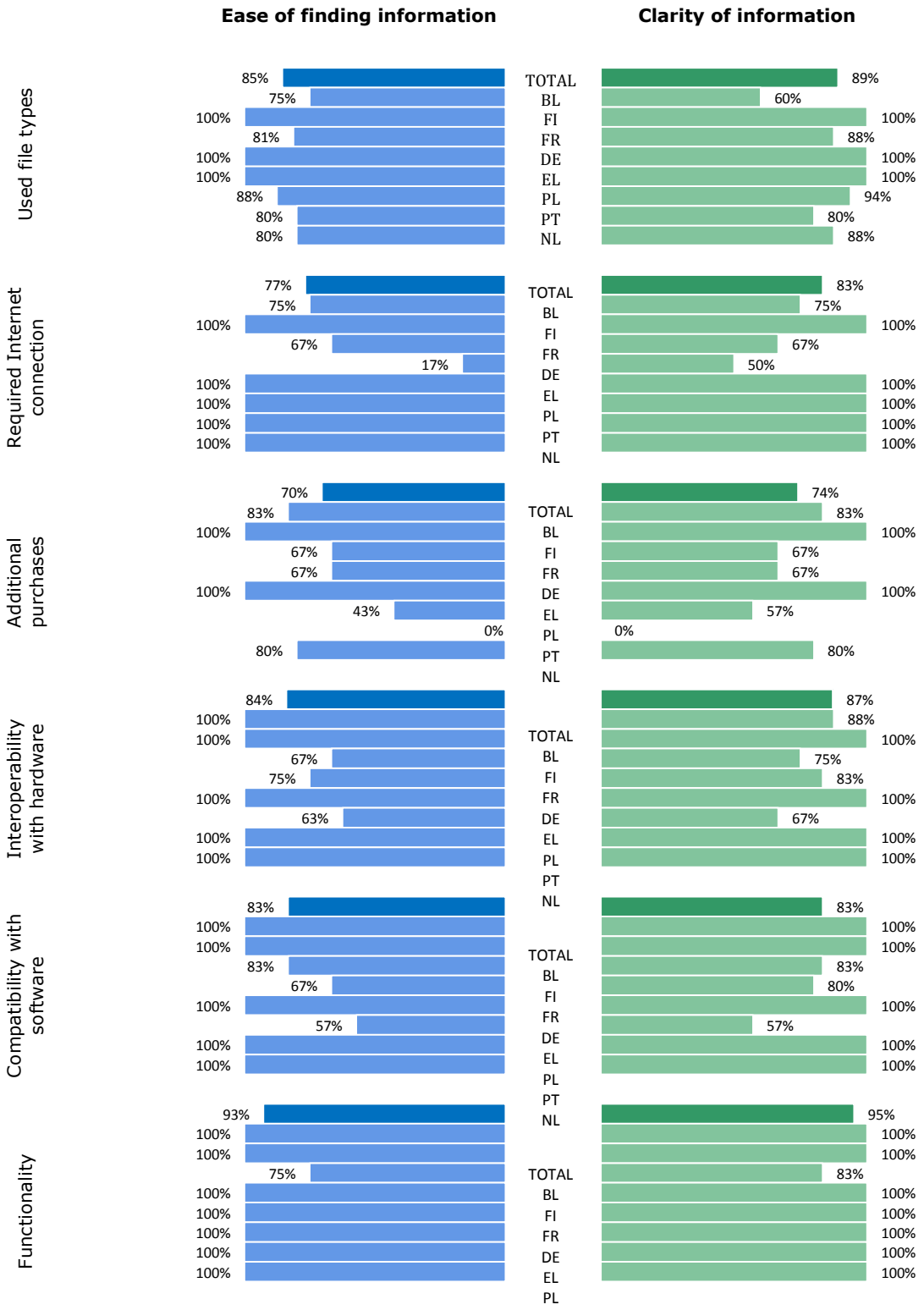
Table 227 The degree to which the traders informed customers about the music-specific characteristics (*Base: cases where this information was available*[203])

	Ease of finding information		Clarity of information	
	(Very) Easy	(Very) Difficult	(Very) Clear	(Very) Unclear
The file types that the music uses	**85%**	15%	**89%**	11%
Requirements for an internet connection	77%	**23%**	83%	17%
Additional purchases required for using the music	70%	**30%**	74%	**26%**
The interoperability of the music with computer hardware	84%	16%	87%	13%
The compatibility with other software	83%	17%	83%	17%
The functionality of the music	**93%**	7%	**95%**	5%

There are certain country-differences, which show similar trends for both the ease of finding information and the clarity of the information (see Figure 65). Mystery shoppers from most countries gave a high rating on both measures for all the software characteristics. There are, however, some exceptions. For example, German traders scored particularly low on both the ease of finding information and clarity of information for the items *required internet connection,* while Poland scored relatively low for *additional required purchases*, *interoperability with hardware* and *compatibility with software*. France mystery shoppers were less likely than average to find information about *functionality* easy and clearly available.

[203] The base is limited to the mystery shopping cases where information about the respective items was available: the file types that the music uses (55 cases), requirements for an internet connection (30 cases), additional purchases required for using the music (27 cases), the interoperability of the music with computer hardware (31 cases), the compatibility with other software (30 cases), the functionality of the music (41 cases)

Figure 65 Ease of finding and clarity of software-specific information (*Base: 71 cases*)



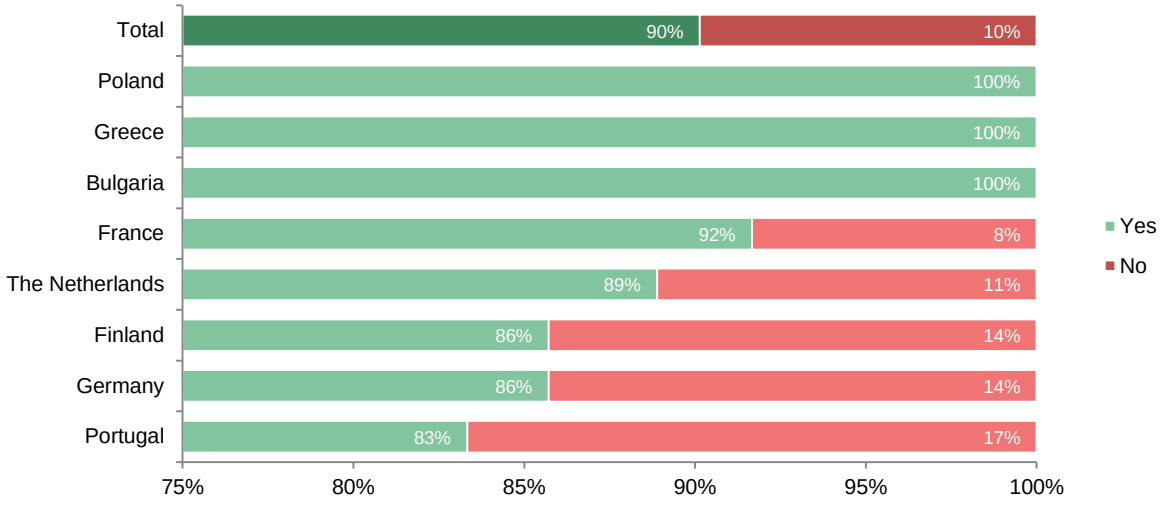
Availability of information before buying the product

Besides product-specific information, there is a certain necessity for purchase-related information that enables consumers to understand the conditions of the purchase and the delivery of the product. For downloadable music, the specific characteristics investigated are:

- Available information about the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)
- Available information about additional costs
- Available information about the right to withdraw

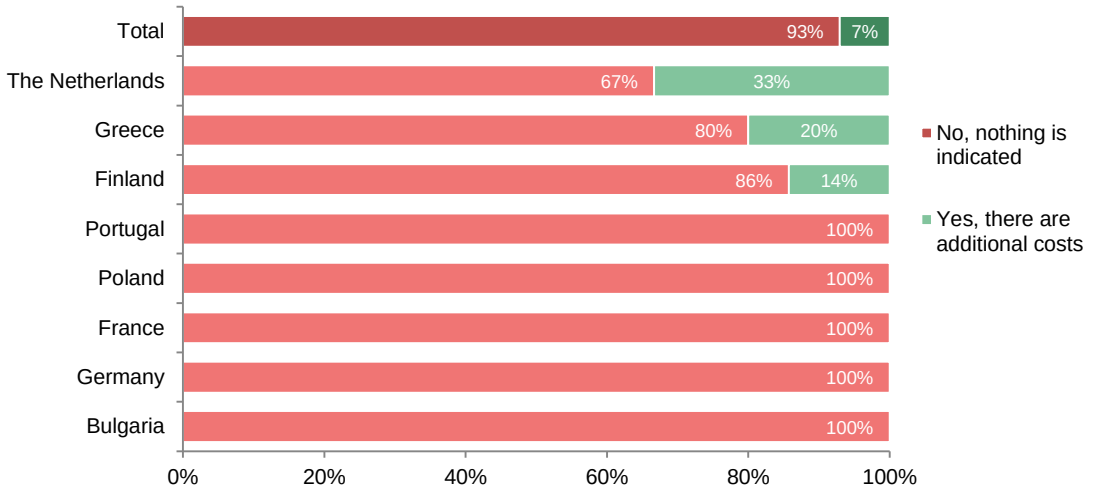
Software providers made the information about the ***accepted means of payment*** widely available (see Figure 66). In almost all countries, all mystery shoppers found this information (90% vs. 10%). Portugal is the country where shoppers were provided with the accepted means of payment the least (83%).

Figure 66 Does the trader mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)? (Q34; *Base: 71 cases*)



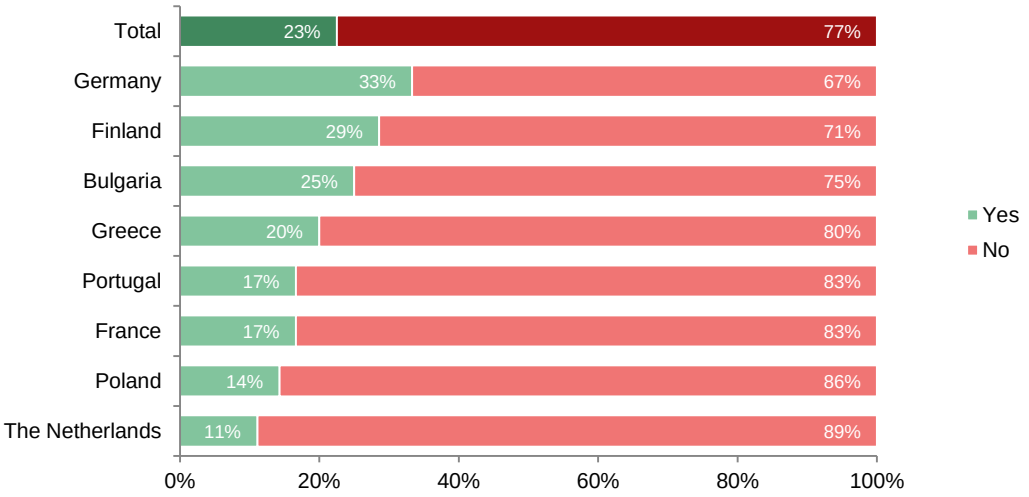
In general, the mystery shoppers were not indicated any additional costs (93%; see Figure 67).

Figure 67 Did the trader indicate whether there are any additional costs (other than delivery costs or costs related to payment options)? (Q42; *Base: 71 cases*)



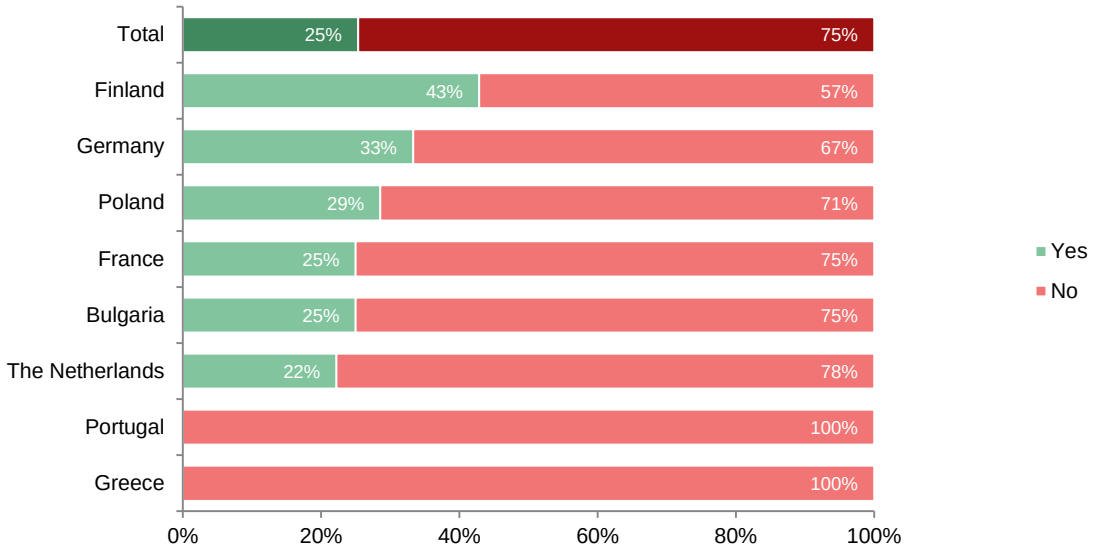
Only one out of five mystery shoppers(23%) was informed by the trader about their ***right to withdraw from the contract*** before downloading the music (see Figure 68). This was only the case in Germany (33%), Finland (29%) and Bulgaria (25%).

Figure 68 Does the trader specify that you have a right to withdraw from the contract before downloading the music? (Q44; *Base: 71 cases*)



In one out of four cases (25%), traders informed the mystery shopper cases that they would lose their right of withdrawal once they start to download the music (Figure 69). The vast majority of mystery shoppers (75%) did not receive this information. This information was even never shared with the mystery shoppers by traders in Portugal and Greece (both 0%).

Figure 69 Does the trader indicate that you lose your right of withdrawal as soon as you download the music? (Q45; *Base: 71 cases*)



Availability of information during the product purchase

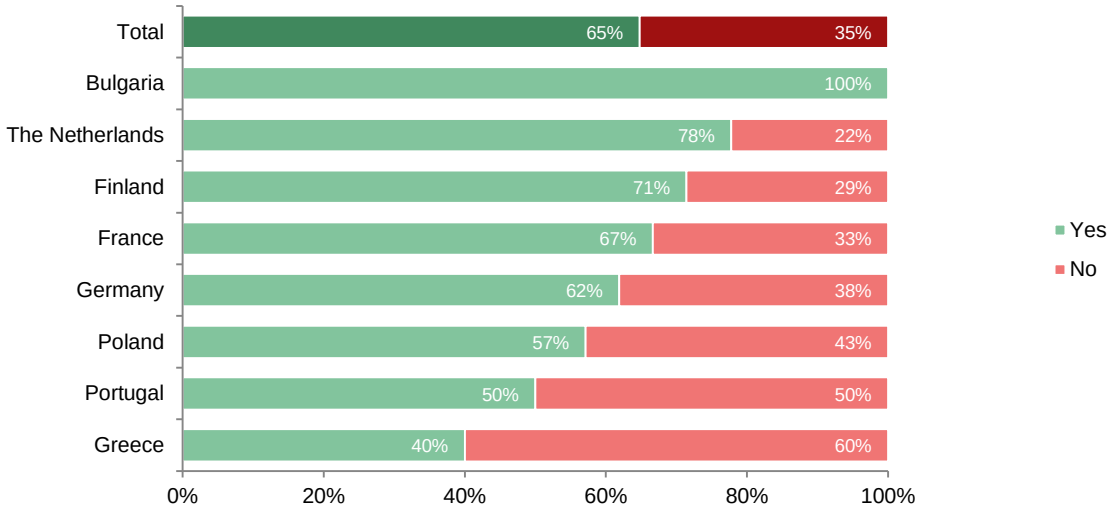
Article 8(2) of the Consumer Rights Directive requires traders to provide consumers with an overview of the main characteristics, all costs and the duration of the contract for the selected product(s), before the consumer is bound by the contract. This section presents the issues consumers encounter and the effect these issues have on their trust towards the trader.

Information about main characteristics and the price of the product

About two third of software mystery shoppers (65%) was informed again about the main characteristics of the music downloads before the final purchase confirmation (see Figure 70). This was, however, not the case in all countries. Especially in Greece (40%), Portugal (50%) and Poland (57%) shoppers were relatively less likely to receive this information just before they were bound by the contract. In contrast, all Bulgarian mystery shoppers were informed again about the main characteristics.

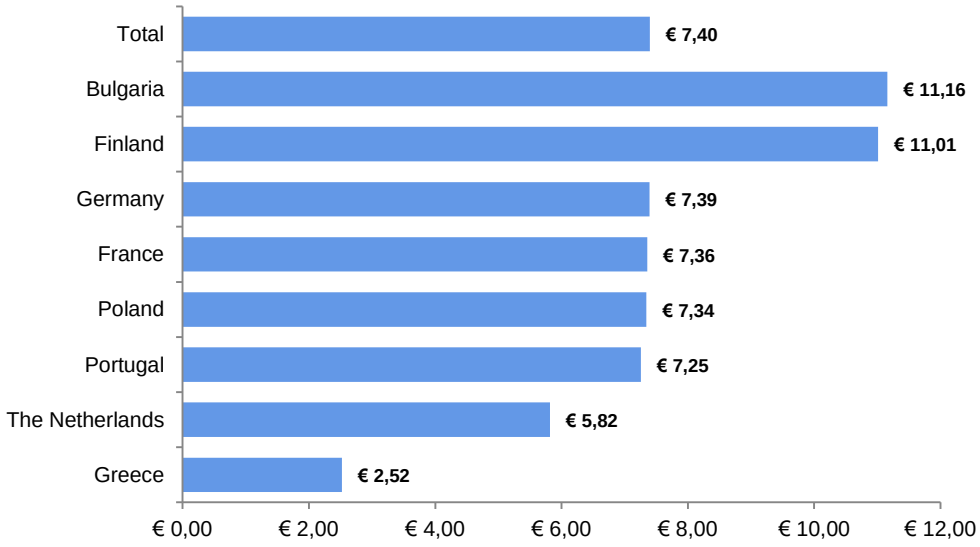
While not all traders provided the mystery shoppers with information about the main characteristics, the price of the product was always disclosed at the purchase stage, for all mystery shoppers in all countries.

Figure 70 Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product? (Q46; *Base: 71 cases*)



The mystery shoppers paid on average €7,40 for the music downloads. There were however some differences in the price mystery shoppers had to pay in the different countries. In Bulgaria (€11,16) and Finland (€11,01) the price was higher, while in Greece (€2,52) and the Netherlands (€5,82) the price was slightly lower.

Figure 71 Cost of the product (Q63; *Base: 71 cases*)

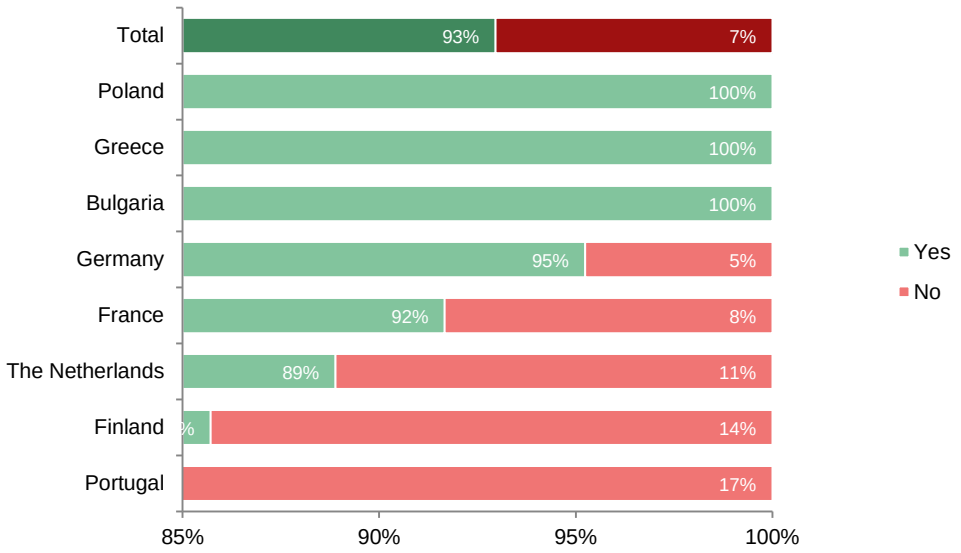


The use of a purchase button to finalize the purchase

Under Article 8(2)(2), the trader shall ensure that the consumer acknowledges that his order implies an obligation to pay. To ensure that consumers are informed that they will have to pay and that they acknowledge this, the investigated online shops often used a purchase button (i.e., a button labelled "buy" or "buy now") that indicated that the consumer was about to buy the product. This was the case for almost all music shoppers (93%). Only a limited number of mystery shoppers in Portugal (17%), Finland (14%),

the Netherlands (11%), France (8%) and Germany (5%) could not conclude their purchase with this visual tool.

Figure 72 When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")? (Q48; *Base: 71 cases*)



Most mystery shoppers evaluated the use of the purchase button as (very) clear (Table 228). 87% of all of the mystery shoppers indicated that they clearly understood that pressing this button would finalize the purchase. In Poland (29%), Bulgaria (25%) and Greece (20%), a relatively high number of the mystery shoppers stated that the trader did not communicate this clearly.

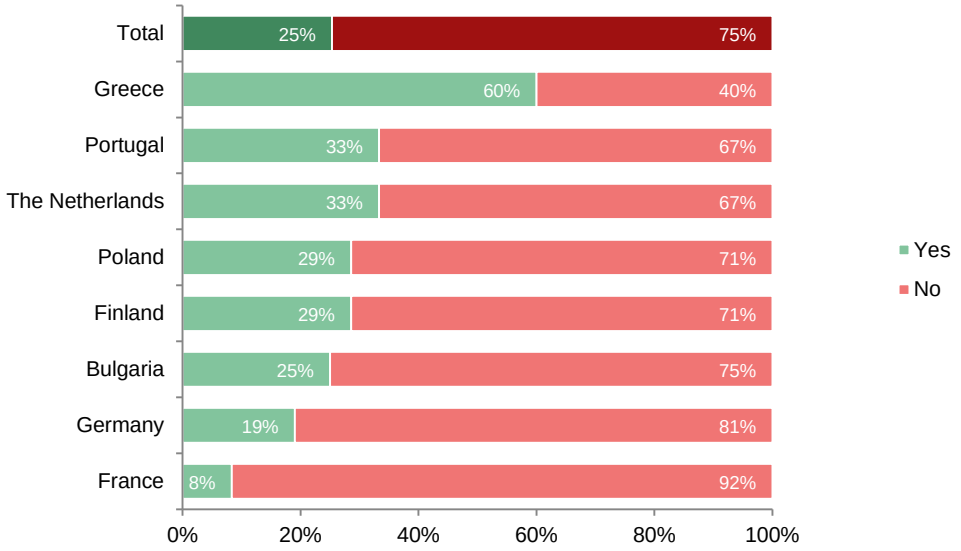
Table 228 How clear or unclear was it that by pressing this button you were agreeing to buy this product? (Q50)

	Base size	Very Clear	Clear	Unclear	Very Unclear		(Very) Clear	(Very) Unclear
Total	**71**	**58%**	**30%**	**8%**	**4%**		**87%**	**13%**
The Netherlands	9	44%	56%	0%	0%		100%	0%
Germany	21	76%	19%	0%	5%		95%	5%
Finland	7	43%	43%	0%	14%		86%	14%
France	12	58%	25%	17%	0%		83%	17%
Portugal	6	50%	33%	17%	0%		83%	17%
Greece	5	60%	20%	0%	20%		80%	**20%**
Bulgaria	4	50%	25%	25%	0%		75%	**25%**
Poland	7	43%	29%	29%	0%		71%	**29%**

Losing the right of withdrawal

When completing the purchase of music downloads, consumers might lose their right of withdrawal when starting to download the content (if information is provided under art. 16 (m)). However, traders communicated this only rarely to the mystery shoppers. In only one out of four cases (25%), the mystery shoppers were informed about the loss of their withdrawal right at the purchase stage. While the findings portray low values across all countries, the number of mystery shoppers who received this information was the highest in Greece (60%).

Figure 73 During the process of buying the product, was it clearly stated at what point you would lose your right of withdrawal from the contract? (Q51; *Base: 71 cases*)

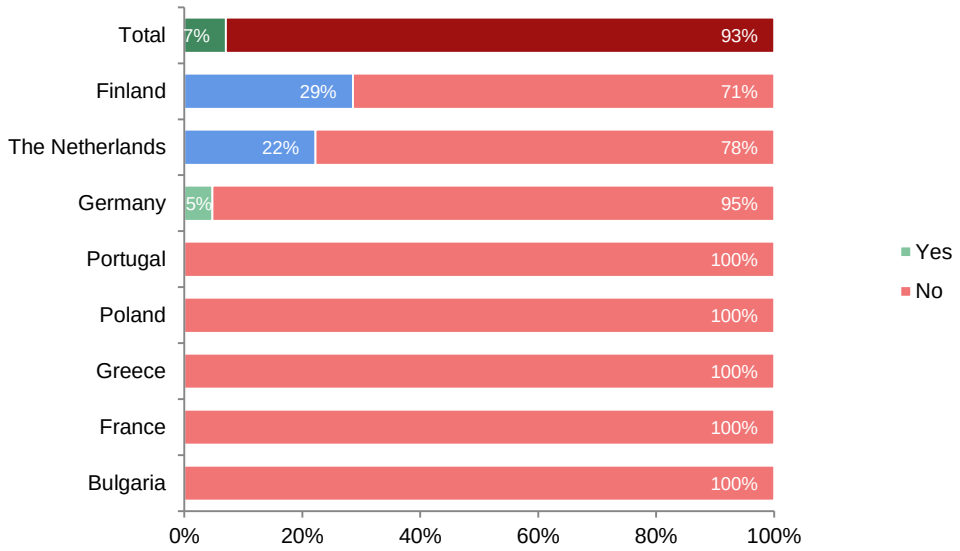


Additional options

Under Article 22 CRD, the trader shall seek the consumer's express consent to any additional payments in addition to the remuneration agreed upon for the trader's main contractual obligation. This provision is relevant at the purchase stage, where online retailers can offer consumers additional options or products to supplement their purchase.

The following figure (Figure 74) shows that only a very limited number of music shoppers (7%) were offered additional selectable options that would cost more. Only in Finland (29%), the Netherlands (22%) and Germany (5%) these additional options were suggested to the mystery shoppers. In Finland and the Netherlands, these options were already pre-selected for the mystery shoppers.

Figure 74 During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)? (Q52; *Base: 71 cases*)

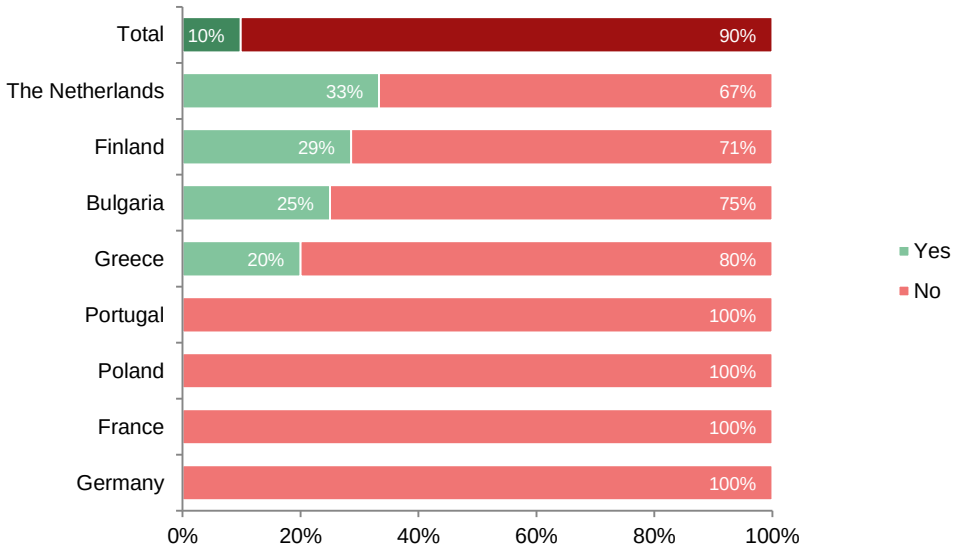


Fees for selected payment method

During the purchase stage, it was very unlikely that mystery shoppers were asked to pay fees for the chosen method of payment (10%, see Figure 75). This practice did only occur in the Netherlands (33%), Finland (29%), Bulgaria (25%) and Greece (20%).

These fees were on average € 0,48. 67% of the Dutch mystery shoppers would change their choice of payment option. All Dutch and half of the Finish mystery shoppers stated that those fees affected their overall satisfaction with the purchase. The findings in this paragraph are, however, based on the experience from only 5 mystery shoppers and therefore hardly representative for all online traders.

Figure 75 When paying for the product, were there any extra fees based on your method of payment? (Q56; *Base: 71 cases*)



3.6.2. Withdrawal from the contract

The main goal of this mystery shopping is to better understand the degree to which consumers can withdraw from the contract and receive an adequate reimbursement. In this and the following section, two relevant aspects of the process of withdrawal will be discussed: the actual process of withdrawing from the contract and the received reimbursement for the product.

While consumers can withdraw from a contract through any unequivocal statement towards the trader, Article 6(1)(h) CRD requires traders to provide information to consumers in a clear and comprehensible manner about the conditions, time limits and procedures for exercising the right of withdrawal. However, finding information about how to withdraw from the contract was not always easy to find on the investigated websites (Table 229). Only 44% of the mystery shoppers found the information (very) easily. Only in Bulgaria (100%), Finland (71%) and the Netherlands (67%), this information was easy to find. In Germany (71%), Greece (80%) and Portugal (83%), it was (very) difficult to find for all investigated music websites.

Table 229 How easy or difficult was it to find information about how to withdraw from the contract on the trader's website? (Q65)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**71**	**17%**	**27%**	**21%**	**35%**		**44%**	**56%**
Bulgaria	4	50%	50%	0%	0%		**100%**	0%
Finland	7	43%	29%	14%	14%		**71%**	29%
The Netherlands	9	11%	56%	11%	22%		**67%**	33%
Poland	7	14%	43%	14%	29%		57%	43%
France	12	17%	17%	25%	42%		33%	67%
Germany	21	14%	14%	24%	48%		29%	**71%**

Greece	5	0%	20%	20%	60%		20%	**80%**
Portugal	6	0%	17%	50%	33%		17%	**83%**

The withdrawal procedure was evaluated as (very) easy by only about half of all mystery shoppers (56%). There are also noticeable country differences. In Bulgaria, all mystery shoppers evaluated the withdrawal procedure as (very) easy. The least easy withdrawal procedures were found in France (33%) and Germany (43%), as Table 228 shows.

Table 230 How easy or difficult was the procedure itself for withdrawing from the contract? (Q66)

	Base size	Very Easy	Easy	Difficult	Very Difficult		(Very) Easy	(Very) Difficult
Total	**71**	**18%**	**38%**	**18%**	**25%**		**56%**	**44%**
Bulgaria	4	75%	25%	0%	0%		**100%**	0%
Finland	7	29%	57%	0%	14%		86%	14%
Greece	5	20%	60%	0%	20%		80%	20%
The Netherlands	9	22%	44%	11%	22%		67%	33%
Poland	7	14%	43%	29%	14%		57%	43%
Portugal	6	17%	33%	50%	0%		50%	50%
Germany	21	10%	33%	24%	33%		**43%**	57%
France	12	8%	25%	17%	50%		**33%**	67%

3.6.3. Getting a reimbursement

According to Article 13(1) CRD, the trader shall reimburse all payments received from the consumer no later than 14 days after he is informed about the consumer's decision to withdraw from the contract.

The traders' willingness to provide a full reimbursement was evaluated generally positive (see Table 231). 69% of all mystery shoppers found the traders (very) willing to reimburse the mystery shoppers. Mystery shoppers in Poland (86%) and Portugal (83%) evaluated the traders as most willing to provide a full reimbursement. In France, half of all investigated traders were evaluated as (very) unwilling.

Table 231 How would you rate the willingness of the trader to provide a full reimbursement? (Q75)

	Base size	Very Willing	Willing	Unwilling	Very Unwilling		(Very) Willing	(Very) Unwilling
Total	**71**	**52%**	**17%**	**8%**	**23%**		**69%**	**31%**
Poland	7	71%	14%	0%	14%		**86%**	14%
Portugal	6	50%	33%	0%	17%		**83%**	17%
The Netherlands	9	67%	11%	0%	22%		78%	22%
Bulgaria	4	75%	0%	0%	25%		75%	25%
Finland	7	57%	14%	14%	14%		71%	29%
Germany	21	38%	29%	10%	24%		67%	33%
Greece	5	60%	0%	20%	20%		60%	40%

France	12	42%	8%	17%	33%		50%	**50%**

Similarly, the mystery shoppers were satisfied with the communication of the trader regarding the reimbursement (see Table 232): 68% of the traders communicated in a (very) satisfying way. In Finland and Poland (both 86%) mystery shoppers were most satisfied with the communication of the trader. Consistent with the previous table, French mystery shoppers were most unsatisfied with the traders' communication.

Table 232 How satisfied or unsatisfied are you with the communication of the trader? (Q76)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
Total	**71**	**41%**	**27%**	**10%**	**23%**		**68%**	**32%**
Finland	7	29%	57%	0%	14%		**86%**	14%
Poland	7	57%	29%	0%	14%		**86%**	14%
Portugal	6	50%	33%	0%	17%		83%	17%
Greece	5	20%	60%	20%	0%		80%	20%
Bulgaria	4	75%	0%	0%	25%		75%	25%
The Netherlands	9	44%	22%	11%	22%		67%	33%
Germany	21	38%	24%	10%	29%		62%	38%
France	12	33%	8%	25%	33%		42%	**58%**

Finally, the mystery shoppers were also satisfied with the overall process of withdrawing from the contract and getting a reimbursement (Table 233). 62% of the mystery shoppers evaluated the withdrawal process as (very) satisfying. Again, mystery shoppers were the least satisfied in France (58%). In contrast, 86% of the Finish mystery shoppers were (very) satisfied with the overall withdrawal process.

The results are consistent with the mystery shoppers' perceived ease of the withdrawal procedure and the availability of information about the withdrawal procedure.

Table 233 How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement? (Q78)

	Base size	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied		(Very) Satisfied	(Very) Unsatisfied
Total	**71**	**38%**	**24%**	**17%**	**21%**		**62%**	**38%**
Finland	7	29%	57%	0%	14%		**86%**	14%
Bulgaria	4	75%	0%	0%	25%		75%	25%
Poland	7	57%	14%	14%	14%		71%	29%
The Netherlands	9	56%	11%	0%	33%		67%	33%
Portugal	6	33%	33%	33%	0%		67%	33%
Greece	5	40%	20%	40%	0%		60%	40%
Germany	21	29%	29%	19%	24%		57%	43%
France	12	25%	17%	25%	33%		42%	**58%**

4. Experiment 1 – Effects of indicating the price per unit on consumers' behaviour

4.1. Introduction

The first experiment focuses on the Price Indication Directive and aims to answer the following research question: ***Do consumers comprehend and use unit price information in their product choices?***

The **Price Indication Directive** (98/6/EC)[203] requires to indicate both the selling price and the unit price in order to improve consumer information, "as this is the easiest way to enable consumers to evaluate and compare the price of products in an optimum manner and hence to make informed choices on the basis of simple comparisons".[204] Unit pricing should enable the value-conscious shopper to better determine the item with the lowest unit price. Directive 98/6/EC is implemented in all Member States. There are differences between Member States concerning the use of options provided in Article 5 (the option to waive obligation to indicate the unit price in certain cases) and Article 6 (the option to exclude the obligation to indicate the unit price in cases where it constitutes and excessive burden). According to the appraisal study of the Price Indication Directive in 2004[205], most national stakeholders agreed that the unit price constituted valuable information for consumers. However, it was concluded that consumers often lacked the motivation or cognitive ability to use unit price information in their decision-making. Also other available research concludes that the use of unit price information by consumers is limited.[206]

In (online) supermarkets, each product category typically comprises products of several brands that are available in varying package sizes. To enable well-informed choices amongst such large and diverse product assortments, the indication of the unit price facilitates product comparisons and enables consumers to choose the product that provides the best value for money, i.e. the lowest price per unit.

Larger package sizes appear to be offered at lower unit prices for most products[207], and this may also reflect the general belief of consumers[208]. However, there may be situations in which unit prices do not decrease with increasing package size (see the example in

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203 Price Indication Directive (PID). Directive 98/6/EC of the European Parliament and of the Council of February 1998. *Official Journal of the European Communities* L80/27*. Retrieved from*: http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:31998L0006&from=EN

204 See recital 6 of the directive.

205 EIM (2004) *Appraisal of Directive 98/6/EC on consumer protection in the indication of unit prices of products offered to consumers*. Retrieved from http://ec.europa.eu/consumers/archive/cons_int/safe_shop/price_ind/disclaimer_en.pdf

206 Mitchell, V-W., D. Lennard, & McGoldrick, P. (2003). Consumer Awareness, Understanding, and Usage of Unit Pricing, *British Journal of Management*, vol. 14, 173-187.

207 Grunewald, O., & Faulds, D. J. (1993). Product Test Data for Processed Foods: An Analysis of Brand Label. *Journal of Food Products Marketing*, *1*(2), 3-22

208 Hollands, G. J., Shemilt, I., Marteau, T. M., Jebb, S. A., Lewis, H. B., Wei, Y., & Ogilvie, D. (2014). Portion, package or tableware size for changing selection and consumption of food, alcohol and tobacco. *The Cochrane Library*.

Table 234), which reduces the reliability of package size as a cue for product value.[209] Sometimes, unit prices can be observed that are inverted, e.g. two bottles of 500 ml are cheaper than one of a litre of the same product and brand. One reason for such a positive relationship between package size and unit price could be that as the market for smaller packages opens up producers compete for market share by selling smaller packages at lower unit prices than their larger sized packages.[210] In such situations, unit pricing helps consumers to easily and quickly determine the best value-for-money.

Table 234 Bigger packages do not necessarily represent the best value-for-money

Product	Orange juice bottle small	Orange juice bottle medium	Orange juice bottle large
Pack size	600 ml	1 L	1.5 L
Price	€0,95	€2,00	€3,50
Unit price	**€0,158 per 100 ml**	**€0,200 per 100 ml**	**€0,233 per 100 ml**

In summary, the ***hypothesises*** state that, in the absence of unit price information, some respondents will choose the smaller package size and some respondents will choose the larger package size (depending on their a-priori size preferences), but the latter group is expected to be larger, because the general consumer belief is that larger packages provide better value for money. If unit price information is present, and consumers use it in their decision-making, respondents (and price-focused respondents in particular) are expected to go for the larger package size if the relationship between package size and unit price is negative and to go for (multiple) small packages if the relationship between package size and unit price is positive (Table 235). Hence, the effect of unit price information is expected to be larger if the relationship between package size and unit price differs from consumers' general belief. These hypotheses are based on the underlying theory that people actually use this information when it is present *and* do not compute and use unit prices when this information is absent.

Table 235 Predictions

	Presence of unit price information:	
Size-unit price relationship	Unit price information absent	Unit price information present
Negative (larger is better value for money)	Mix	Large
Positive (larger is not better value for money)	Mix	Multiple small

Note - In this table, "Multiple small" means that the consumer will most likely choose several small-sized packages and "large" means that the consumer will most likely choose a large-sized package. "Mix" means that some consumers will buy small and some consumers will buy large-sized packages.

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209 Grunewald, O., & Faulds, D. J. (1993). Product Test Data for Processed Foods: An Analysis of Brand Label. *Journal of Food Products Marketing*, *1*(2), 3-22.

210 Hanekuyk, Exposito-Rodriguez, N., af Ekenstam, S. and Apifanijanto, A. (2002). *Pack Sizes in the EU*. For DG Enterprise..

4.2. Methodology

The experiment was designed to reflect situations in which it would be 'rational' for consumers to let their choices depend on unit price information (i.e., it pays off to use this information), and analyse whether consumers actually use unit price information in their decision-making in such situations. Specifically, products with relatively long shelf lives (rather than fresh products) were chosen as experimental stimuli, since decisions for fresh products are often driven by short-term consumption plans (e.g., motivations to avoid waste) rather than by choosing options with the lowest cost per unit.

Even if consumers have to choose between several sizes of the same product (same brand, same type, etc.), some of them may opt for the package that does not have the lowest unit price for good reasons (e.g., saving space, limiting their food consumption). This was dealt with in two ways:

- First, data gathered via a post-experiment questionnaire identified consumers with different levels of price-sensitivity. Using this data, the responses of price-sensitive consumers were compared with the responses of less price-sensitive consumers.
- Second, one could also argue that the added value of unit pricing is to provide consumers with accurate information about the price per unit of the product, so that if they choose a product with a higher unit price this is at least an *informed* choice. In other words, consumers should at least be *aware* of the fact that they are not paying the lowest price per unit. To provide insight into whether unit pricing fulfils this goal, not only the effect of unit price information on consumers' product choices was examined, but also the effect on awareness of unit prices, and the level of comprehension of these. Even though unit pricing might not affect consumers' choices in specific situations, it may still make consumers more aware of the price per unit of the products and, hence, of the fact that they purchase a product with a higher unit price when they do so.

To examine the relevance and effectiveness of unit pricing, we studied its influence in different choice contexts, for different types of products (laundry detergent versus cookies) and for product sets with different package size-unit price relationships (negative versus positive). Concretely, this experiment studied the impact of unit price information in the situation where there was a positive relationship between package size and unit price (i.e., larger packages provide *less* value for money) as opposed to a negative relationship, which corresponds to the general consumer belief[211]. In such a situation, it pays off to pay attention to unit price information, as it would make consumers aware of the fact that multiple smaller packages represent better value for money than a single larger package of the same product and brand.

This experiment was conducted online in one experimental session, bundled with another experiment (Experiment 4 concerning CRD and UCPD information). The order of the experiments changed at random: while about half of all respondents first took part in Experiment 1, the other half first took part in Experiment 4. Both experiments were conducted in eight countries: Finland, Poland, Bulgaria, the Netherlands, Germany, France, Portugal and Greece. In total, about 500 respondents from the GfK consumer panel participated in the experiment in each country, resulting in a total sample size of 4,149 respondents.

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[211] Hollands, G. J., Shemilt, I., Marteau, T. M., Jebb, S. A., Lewis, H. B., Wei, Y., & Ogilvie, D. (2014). Portion, package or tableware size for changing selection and consumption of food, alcohol and tobacco. *The Cochrane Library*.

4.2.1. Product Choice

Respondents in this experiment were given choice situations for two different products from two markets: food and detergents.

For the food category, cookies were selected and for the detergent category, laundry detergent was detected. Both are available in different package sizes and from different brands. Cookies represent a hedonic type of product (i.e., products that allow consumers to feel pleasure, fun and enjoyment). Their unit price is usually indicated in price per kilogram. In contrast, laundry detergents represent a functional type of product (i.e., products purchased for their practical use) and their unit price is usually indicated either in price per wash load or in price per litre/kg (Table 236).

Table 236 Selected products and presented unit price information

Product	Pre-packaged cookies	Laundry detergent
Type	Hedonic	Functional
Unit price	Price per kg	Price per wash load
		Price per litre[212]

The food and non-alcoholic industry represents 18% of household consumption expenditure.[213] Bread and cereals have the second highest consumption expenditure of all food products in the EU (with an average of 16.5% in 25 Member States after meat with an average of 23.44%)[214]. Also, looking at the ECCRS complaints database[215] concerning price/tariff, which is relevant for this experiment, most complaints are related to fruit and vegetables, meat and **bread/cereals.** Cookies were selected because of their popularity and the large number of complaints about prices in this product category.

Laundry detergent was chosen as the second product category because of the different ways of indicating unit price (i.e., per wash load or per litre).

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212 In the four largest countries (Germany, France, Poland, the Netherlands), the experiment was conducted using unit price indication for laundry detergents also per litre.

213 Eurostat (2015) Comparative price levels of final consumption by private households including indirect taxes. Retrieved from http://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tec00120&plugin=1

214 Santos, Carmen R. (2013) Consumption Culture in Europe: Insight into the Beverage Industry.

215 European Commission (7 June 2016). The European Consumer Complaints Registration System (ECCRS) – version as updated on 7 June 2016. Retrieved from http://81.247.254.96/QvAJAXZfc/opendoc.htm?document=Harmonised_Consumer_Complaints.qvw&host=QVS%40vsrv1463&anonymous=true

4.2.2. Design of the experiment

A 2 (unit pricing: present *vs.* absent) x 2 (package size-unit price relationships: negative *vs.* positive) x 2 (product type: cookies *vs.* detergents) mixed design experiment was conducted. While all participants were given choice scenarios for the two products (within-subject factor), presence versus absence of unit pricing and the size-unit price relationship were between-subjects factors. This means that respondents were randomly assigned to one of the four conditions displayed in Table 237. All respondents were exposed to assortments of cookies and detergents (counterbalanced).

Table 237 Between-subject conditions in Experiment 1

	Unit pricing	Size-unit price relationship
1	Absent	Negative (larger package lower unit price)
2	Absent	Positive (larger package higher unit price)
3	Present	Negative (larger package lower unit price)
4	Present	Positive (larger package higher unit price)

4.2.3. Manipulations and Procedure

In the experiment, respondents made mock purchases in an online grocery store. As part of the purchasing scenario, they received a specific purchasing goal (i.e., to buy a minimum of 20 cookies and detergent for a minimum of 35 washes). For each of the two products – cookies and laundry detergents – respondents were then exposed to a (simplified) assortment of six products, which had the following characteristics:

- Brand A, small-sized package
- Brand A, medium-sized package
- Brand A, large-sized package
- Brand B, small-sized package
- Brand B, medium-sized package
- Brand B, large-sized package

Figure 76 provides an example of how the products were presented to respondents. There were three package sizes of each of the two brands. For each product, we presented:

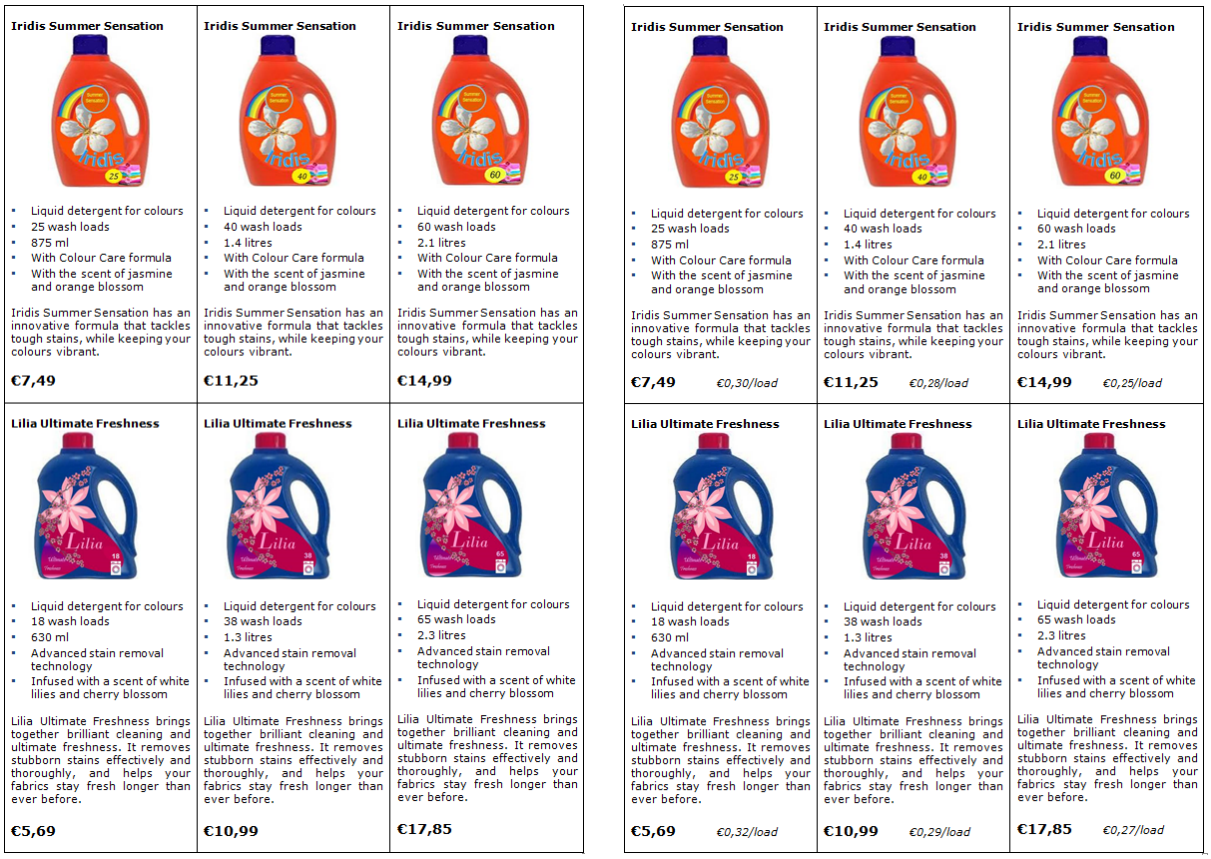
- Image of the product
- Brand name
- Product name
- Price

- Package size (in terms of wash loads and litres for detergent and number of cookies and net weight of cookies)
- Unit price (according to the scenario)
- Other brand-specific information, such as the odour of the detergent

Product information was provided in a realistic way by adding sufficient "other" product information to avoid that price/unit price information stands out more than it does in reality and merely influences respondents' choices due to this information being highly salient (experimental artefact). These other product characteristics did not represent experimental confounds. Although they could influence the attractiveness of a certain brand and hence influence the likelihood that that specific brand was chosen (main effect), they did not confound the effect of unit price information, because this "other" information was kept constant across the various conditions of the experimental design. It is also important to note that there was not a single product in the set that dominated over all other products and was selected by all respondents. A pre-test was conducted to confirm that this would not be the case for the specific product set used in the experiment.

Figure 76 Example of product presentation (without and with unit price information)

a) Laundry Detergent (negative size-unit price relationship)



b) Cookies (negative size-unit price relationship)

Blasta Crispy biscuits	**Blasta Crispy biscuits**	**Blasta Crispy biscuits**	**Blasta Crispy biscuits**	**Blasta Crispy biscuits**	**Blasta Crispy biscuits**
• Crispy • 15 biscuits • 132 grams	• Crispy • 24 biscuits • 210 grams	• Crispy • 45 biscuits • 396 grams	• Crispy • 15 biscuits • 132 grams	• Crispy • 24 biscuits • 210 grams	• Crispy • 45 biscuits • 396 grams
Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!	Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!	Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!	Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!	Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!	Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone!
€0,85	**€1,19**	**€1,95**	**€0,85** *€6,44/kg*	**€1,19** *€5,67/kg*	**€1,95** *€4,92/kg*
Tad's Chocolate cookies	**Tad's Chocolate cookies**	**Tad's Chocolate cookies**	**Tad's Chocolate cookies**	**Tad's Chocolate cookies**	**Tad's Chocolate cookies**
• Rich flavour • 12 cookies • 105 grams	• Rich flavour • 25 cookies • 220 grams	• Rich flavour • 40 cookies • 350 grams	• Rich flavour • 12 cookies • 105 grams	• Rich flavour • 25 cookies • 220 grams	• Rich flavour • 40 cookies • 350 grams
Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!	Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!	Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!	Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!	Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!	Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste!
€0,69	**€1,29**	**€1,80**	**€0,69** *€6,57/kg*	**€1,29** *€5,86/kg*	**€1,80** *€5,14/kg*

The central manipulation in this experiment was the **presence versus absence of unit pricing**. Half of the respondents were at random exposed to products for which unit prices were displayed in addition to the list of product information provided above. The other half of the respondents was at random exposed to products for which unit prices were not displayed. The package **size-unit price relationship** (negative vs. positive) was also manipulated. Half of the respondents were at random exposed to a situation in which the products of the two brands exhibited a negative relationship between package size and unit price (i.e., the larger package had a lower unit price) and half of the respondents was exposed to a situation in which the products of the two brands exhibited a positive relationship between package size and unit price (i.e., the larger package had a higher unit price).

4.2.4. Outcome Measures

The experiment focused on the following key outcome measures:

- **Unit price awareness:** Is the respondent aware of the presence of unit price information? Does the respondent use this information in his/her product choice? (i.e., was the chosen product more or less expensive per unit compared to other products)?
- **Unit price comprehension**: Is the respondent able to determine the product with the lowest unit price?
- **Product choice:** Which product does the respondent select? (Does the respondent select the product with the lowest unit price?)

This experiment examined the influence of unit price indication on consumer awareness and comprehension, on the one hand, and on product choices, on the other hand. Since the primary goal of unit price indication is to facilitate product comparisons and hence better informed choices, it is important to study its effects on awareness. To avoid mere-

measurement effects[216], product choice was measured *before* unit price awareness and comprehension.

4.2.5. Post-experiment questionnaire

In addition, a post-experiment questionnaire measured **socio-demographics**, such as gender, age and education, and **other relevant person-related factors**, such as:

- General consumer beliefs regarding unit prices
- Household size (may influence preference for certain package sizes)
- Purchasing goal (e.g., whether the respondent is commonly looking for small or large package sizes of these products)
- Budget constraints (may influence motivation to look for best value-for-money items)
- Price sensitivity/value-consciousness (may influence motivation to look for best value-for-money items)

4.3. Sample statistics of Experiment 1

Experiment 1 was completed by 4,149 respondents from the GfK consumer panel (M_{age} = 46.50, *SD* = 14.86[217]; range: 18-89; 50.5% female) in eight countries: Finland, Poland, Bulgaria, the Netherlands, Germany, France, Portugal and Greece.

The socio-demographic make-up of the sample regarding gender, age, education, work status, and financial situation is displayed in Table 238. The socio-demographic make-up per country regarding gender and age can be found in Table 239.

The included respondents were a representation of the national population of consumers aged 18+ in the respective countries. In order to ensure this, quotas were set on age (based on three age groups: 18-34, 35-54, and 55+) and gender. Furthermore, when recruiting sample from the panel, a spread of education, work status and financial situation was taken into account. No quotas on these variables were set, due to a lack of quota target data. The resulting sample may differ from the general population. As such, more people with a higher education are included than the EU average[218].

Table 238 Socio-demographics in Experiment 1

Variable		Percentage
Age	18 - 34 years	26.5%
	35 - 54 years	36.6%
	55 - 99 years	37.0%
Gender	Female	50.5%
	Male	49.5%

216 Merely measuring an individual's purchase intentions may change his or her subsequent decision behaviour (Morwitz, V. G., & Fitzsimons, G. J. (2004). The mere-measurement effect: Why does measuring intentions change actual behavior?. *Journal of Consumer Psychology*, *14*(1), 64-74.)

217 M_{age} stands for mean age; *SD* for standard deviation.

218 Eurostat. Educational attainment statistics 2016. Retrieved from: http://ec.europa.eu/eurostat/statistics-explained/index.php/Educational_attainment_statistics

Education	Elementary (primary) school or less	1.4%
	Some high (secondary) school	7.4%
	Graduation from high (secondary) school	33.7%
	Graduation from college, university or other third-level institute	33.7%
	Post-graduate degree (Masters, PhD) beyond initial college degree	16.3%
	Still studying full-time	3.5%
	Other qualification	2.8%
	Refusal	1.0%
Work status	Self-employed	9.8%
	Manager	9.3%
	Other white collar	28.8%
	Blue collar	13.7%
	Student	5.4%
	House-person and other not in employment	5.8%
	Seeking a job	7.2%
	Retired	20.1%
Financial situation	*Thinking about your household's financial situation, would you say that making ends meet every month is… (5-point scale)*	*M* = 3.01 *SD* = 1.04
	1 - Very difficult	7.4%
	2 - Fairly difficult	22.8%
	3 - Neither easy nor difficult	40.2%
	4 - Fairly easy	20.7%
	5 - Very easy	8.9%

N = 4149 (all respondents)

Table 239 Gender and age per country

Country			Gender		Total
			Female	Male	
Bulgaria (*N* = 429)	Age	18 - 34	11.4%	14.0%	25.4%
		35 - 54	17.9%	18.2%	36.1%
		55 - 99	21.4%	17.0%	38.5%
	Total		50.8%	49.2%	100.0%
Finland (*N* = 401)	Age	18 - 34	13.5%	13.2%	26.7%
		35 - 54	16.0%	16.0%	31.9%
		55 - 99	22.2%	19.2%	41.4%
	Total		53.6%	46.4%	100.0%
France (*N* = 600)	Age	18 - 34	12.3%	10.8%	23.2%
		35 - 54	18.7%	17.3%	36.0%
		55 - 99	21.2%	19.7%	40.8%
	Total		52.2%	47.8%	100.0%
Germany (*N* = 604)	Age	18 - 34	9.3%	11.3%	20.5%
		35 - 54	18.2%	18.4%	36.6%
		55 - 99	23.0%	19.9%	42.9%
	Total		50.5%	49.5%	100.0%
Greece	Age	18 - 34	14.1%	14.3%	28.4%

(*N* = 440)		35 - 54	20.7%	20.0%	40.7%
		55 - 99	14.5%	16.4%	30.9%
	Total		49.3%	50.7%	100.0%
Netherlands (*N* = 603)	Age	18 - 34	13.6%	12.1%	25.7%
		35 - 54	16.9%	18.1%	35.0%
		55 - 99	20.9%	18.4%	39.3%
	Total		51.4%	48.6%	100.0%
Poland (*N* = 602)	Age	18 - 34	15.1%	15.9%	31.1%
		35 - 54	17.9%	16.8%	34.7%
		55 - 99	18.9%	15.3%	34.2%
	Total		52.0%	48.0%	100.0%
Portugal (*N* = 470)	Age	18 - 34	16.6%	15.7%	32.3%
		35 - 54	20.9%	21.3%	42.1%
		55 - 99	7.7%	17.9%	25.5%
	Total		45.1%	54.9%	100.0%
Total (*N* = 4149)	Age	18 - 34	13.2%	13.3%	26.5%
		35 - 54	18.4%	18.2%	36.6%
		55 - 99	19.0%	18.0%	37.0%
	Total		50.5%	49.5%	100.0%

N = 4149 (all respondents)

4.4. Results

This section describes the results of Experiment 1. We first provide a summary of the results (4.4.1), then present the main results (4.4.2), and end with comparisons across respondent groups (4.4.3) and across countries (4.4.4).

4.4.1. Summary

The analyses show that the presence of unit price information reduces the **average price paid per unit** of the products, both when there is a negative relationship and when there is a positive relationship between unit prices and package sizes. However, the reduction is larger (i.e., the effect of indicating the unit price is stronger) when there is a positive relationship between unit prices and package sizes (i.e., when it is rational to buy multiple smaller packages rather than one larger package). These findings are consistent with the idea that people hold the general belief that larger packages have lower unit prices. In the experimental setting in which this was indeed the case (negative size-unit price relationship), the unit price information was consistent with the general belief and a smaller shift occurred.

In the case of detergents, **whether the unit price was indicated per wash load or per litre did not have any impact on the average unit price paid by the participants in the experiment**, i.e., the average price paid per litre was the same when the unit price was provided per litre as when the unit price was provided per wash load.

As for **unit price awareness**, respondents seemed highly aware of whether unit prices were shown or not, and this was particularly the case when unit prices were present. Moreover, when unit prices were present, most respondents indicated that they used them in their purchase decision. When unit prices were absent, most respondents reported computing or estimating unit prices themselves.

4.4.2. Main results

Product choice

Summary: The presence of unit price information reduced the average price paid per unit of the products, particularly if there was a positive relationship between unit prices and package sizes. For detergents, the application of either method of indicating the unit price (per wash load or per litre) did not have any impact on the average unit price paid.

Although respondents received an indication of the minimum target quantity they were looking to buy (see the Methodology in section 3.2), respondents were free to "buy" any quantity of each of the six product items presented (product choice). Tables 240 and 241 provide the descriptive results.[219]

On average, respondents selected 2.4 packages of detergent and 2.4 packages of cookies. In line with the predictions, we observed a shift in buying behaviour towards larger packages due to the presence of unit price information when larger packages had lower unit prices (negative unit price-package size relationship) and a (larger) shift in buying behaviour towards smaller packages when smaller packages had lower unit prices (positive unit price-package size relationship).

The key outcome variable is the **average price per unit** "paid", which should become lower if unit price information is being noticed, valued and used in decision-making. The analyses show that the presence of unit price information reduced the average price paid per unit of the products, both when there was a negative relationship between unit prices and package sizes (i.e., when it was rational to buy larger packages) and when there was positive relationship between unit prices and package sizes (i.e., when it was rational to buy multiple smaller packages rather than one larger package).[220] In addition, both for detergents (and for cookies the reduction in average price paid per unit due to the presence of unit price information was larger when there was a positive relationship between unit prices and package sizes. All average unit prices paid are displayed in Table 241 (see grey area).

This latter finding is consistent with the idea that people hold the general belief that larger packages have lower unit prices. In the post-experiment questionnaire, we measured whether respondents thought that smaller- or larger-sized packages generally have the lowest price per unit. Indeed, 78% of respondents believed that larger-sized packages generally have the lowest unit prices. This may explain why adding unit price information made less of a difference in the "negative relationship" condition (although it still reduced the average unit price paid). In that case, the information was consistent with the general belief. In other words, respondents often went for larger packages also in the absence of unit price information, leaving less room for a shift towards buying even more large packages when unit price information was added. When ,in contrast to the general belief, smaller packages had lower unit prices, adding unit price information seemed to particularly help respondents realise that they were better off buying smaller packages, resulting in a higher reduction of the average unit price paid.

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[219] For detergents, we detected no outliers on the key outcome measures; for cookies we did find outliers, which were removed before analyses were performed.

[220] All *ps* < .001.

Table 240 Descriptive results (across all 8 countries)

			Number of items bought			
			Small packages	Medium-sized packages	Large packages	Total
Product type:	Unit price-size relationship:	Unit price information:				
Detergents	Negative	Absent	0.5	0.8	1.0	2.3
		Present	0.4	0.8	1.3	2.5
	Positive	Absent	1.0	0.8	0.4	2.2
		Present	1.5	0.7	0.3	2.5
Cookies	Negative	Absent	0.6	0.8	0.8	2.2
		Present	0.5	0.8	1.0	2.2
	Positive	Absent	1.1	0.9	0.4	2.4
		Present	1.6	0.8	0.2	2.6

N = 3349 (for detergents); 3799 (for cookies).

It is important to note that the different types of unit price information for detergents (unit price per litre vs. per load; see Table 242 below) is not yet included in these analyses. There were more respondents in the cookie condition because the respondents in the detergents conditions do not include those who received detergents with unit price information presented in litres in four largest countries (see below). These additional respondents also completed the experiment for cookies. As this cookie condition was the same as for the other respondents who had been presented with unit price information (unit price information was always presented in kg for cookies), we combined the two cookie conditions in which unit price information had been present.

Table 241 Descriptive results (across all 8 countries)

			Total quantity bought (loads/ cookies)	Total price of items bought	Average price per item	Average unit price (per load for detergents and per kg for cookies)
Product type:	Unit price-size relationship:	Unit price information:				
Detergents	Negative	Absent	102	€ 27.94	€ 12.22	**€ 0.278**
		Present	121	€ 32.67	€ 13.12	**€ 0.272**
	Positive	Absent	78	€ 22.46	€ 10.59	**€ 0.281**
		Present	78	€ 21.86	€ 8.86	**€ 0.272**
Cookies	Negative	Absent	62	€ 2.98	€ 1.38	**€ 5.619**
		Present	66	€ 3.14	€ 1.45	**€ 5.531**
	Positive	Absent	54	€ 2.77	€ 1.19	**€ 5.644**

		Present	50	€ 2.43	€ 1.00	**€ 5.454**

N = 3349 (for detergents); 3799 (for cookies).

In the four largest countries, the experiment included the type of unit price information for laundry detergents – per litre vs. per load – as an additional factor. Table 242 provides the descriptive results for laundry detergent in these four countries. Consistent with the previous results, the analyses revealed a statistically significant drop in the **average price paid per unit**, both when smaller packages had lower unit prices (positive relationship) and when larger packages had lower unit prices (negative relationship; see Table 243).[221] The findings did not significantly differ between the types of unit price information, that is, presented per litre or per load.[222]

Table 242 Descriptive results (for the 4 largest countries)

			Number of items bought			
			Small packages	Medium-sized packages	Large packages	Total
Product type:	Unit price-size relationship:	Unit price information:				
Detergents	Negative	Absent	0.3	0.8	0.6	1.7
		Per load	0.4	0.8	0.9	2.1
		Per litre	0.3	0.6	1.2	2.1
	Positive	Absent	0.9	0.7	0.3	1.9
		Per load	1.3	0.6	0.3	2.2
		Per litre	1.5	0.6	0.2	2.3

N = 2409 (detergents and four largest countries only)

Table 243 Descriptive results (for the 4 largest countries)

			Total quantity bought (loads/ cookies)	Total price of items bought	Average price per item	Average unit price (per load)
Product type:	Unit price-size relationship:	Unit price information:				
Detergents	Negative	Absent	75	€ 20.58	€ 12.18	**€ 0.278**
		Per load	96	€ 25.99	€ 12.90	**€ 0.272**
		Per litre	103	€ 27.53	€ 13.08	**€ 0.272**
	Positive	Absent	68	€ 19.28	€ 10.35	**€ 0.279**

[221] *ps* < .001. But for this subgroup of countries, for detergents, the effect is not significantly stronger in the positive relationship condition compared to the negative relationship condition.

[222] *ps* > .794.

		Per load	71	€ 19.68	€ 8.86	**€ 0.272**
		Per litre	68	€ 18.76	€ 8.83	**€ 0.272**

N = 2409 (detergents and four largest countries only)

Unit price awareness

Summary: Respondents seemed very much aware of whether unit prices were present or not, and this was particularly the case if unit prices were present. Moreover, when unit prices were present, most respondents indicated that they used them in their purchase decision. When unit prices were absent, most respondents indicated that they computed or estimated unit prices themselves.

At the end of the experiment, we explained what unit prices were and how unit prices allow for better comparisons of the price of products offered in different packaging sizes. We asked respondents whether the products they had seen contained unit prices. Table 244 displays respondents' answers. When unit price information was absent, 55% of respondents indicated *being certain* or *thinking* that the products contained no unit prices. When unit price information was present, 80% of respondents indicated *being certain* or *thinking* that the products contained unit prices.

Table 244 Unit price awareness: presence of unit prices

Did the products you saw contain unit prices?	Unit price information absent	Unit price information present
Certainly not	**28.2%**	6.1%
I don't think so	26.5%	8.5%
I think so	17.6%	20.1%
Certainly so	19.8%	**60.0%**
I don't remember	8.0%	5.3%

N = 4149 (all respondents)

When respondents answered that they thought or were certain that the products had contained unit prices, we measured **whether they used the unit prices in their purchase decision**. Table 245 displays respondents' answers. In cases in which unit price information had indeed been present, a majority of respondents indicated having used the information. Quite some respondents also indicated this in situations in which unit price information had actually been absent and they could not have used it. These might be false recollections (note that these respondents already falsely recollected that unit prices were present) or these respondents may have estimated unit prices themselves and their answer may reflect that they used these estimations in their purchase decision.

Table 245 Unit price awareness: use of unit prices

Did you use these prices per [unit] to decide which package(s) to buy?	Detergents			Cookies	
	Unit price information absent	Unit price information in loads	Unit price information in litres	Unit price information absent	Unit price information in kg
No	20.1%	17.3%	16.3%	48.6%	33.3%
Yes	73.2%	81.2%	82.2%	46.0%	64.5%
Don't remember	6.7%	1.5%	1.5%	5.4%	2.2%

N = 2608 (for detergents); 2378 (for cookies). Note that respondents only received this question if they had previously answered that they thought or were certain that the products had contained unit prices.

If respondents answered that they thought or were certain that the products had contained no unit prices or if they answered that they did not know whether the products had contained unit prices, we measured **whether they computed unit prices themselves**. Table 246 displays respondents' answers. About 10-15% computed the exact unit prices. Most respondents either did not compute unit prices or roughly estimated them. Particularly if unit price information was absent, respondents roughly estimated the information themselves (53.8% for detergents and 49.2% for cookies).

Table 246 Unit price awareness: own computations

When choosing which packages to buy, did you compute prices per unit yourself?	Detergents			Cookies	
	Unit price information absent	Unit price information in loads	Unit price information in litres	Unit price information absent	Unit price information in kg
No, I did not compute prices per unit	30.2%	41.6%	42.9%	36.4%	51.3%
I roughly estimated prices per unit	53.8%	41.6%	40.0%	49.2%	30.9%
Yes, I computed the exact prices per unit	14.1%	10.7%	14.3%	11.8%	12.5%
Don't remember	1.9%	6.2%	13.5%	2.7%	5.3%

N = 1542 (for detergents); 1421 (for cookies). Note that respondents only received this question if they had previously answered that they thought or were certain that the products had contained no unit prices or that they did not know whether the products had contained unit prices.

Finally, for respondents who had seen unit price information per wash load (for detergents), we measured whether they had still computed the unit prices per litre. Table 247 displays respondents' answers. The largest group (48.5%) did not compute unit prices per litre when prices per load were already present, followed by those only roughly estimating the prices per litre (33.7%). Only 14.5% of respondents indicated that they computed the exact prices per litre.

Table 247 Unit price awareness: compute per litre if presented in loads

Did you compute the price per litre before deciding which package(s) of detergent to buy?	Unit price information in wash loads
No, I did not compute prices per litre	**48.5%**
I roughly estimated prices per litre	33.7%
Yes, I computed the exact prices per litre	14.5%
Don't remember	3.3%

N = 1675 (respondents who had seen unit price information in loads)

We further compared the average unit price paid by respondents who had been presented with unit price information and by those respondents who had not been presented with unit price information but either: (1) calculated the exact unit prices; (2) estimated the unit prices; (3) did not estimate the unit prices. Descriptives are provided in Table 248. For both products (detergents and cookies), all differences between, on the one hand, each of above groups of respondents who had not been presented with unit price information and, on the other, respondents who had been presented with unit price information, were statistically significant.[223]

[223] *ps* < .05.

Firstly, the average unit price paid was lowest for respondents who had not been presented with unit prices but computed exact unit prices themselves and these respondents actually paid lower average unit prices than consumers who had been presented with unit prices. This finding makes sense since respondents who were actively computing the unit price most likely were also comparing these prices, whereas consumers who had been presented with unit prices did not always notice them (Table 244) or use them (Table 245).

In contrast, respondents who had not been presented with the unit prices and either estimated them or did not compute them paid higher average unit prices than respondents who had been presented with unit prices.

Table 248 Average unit price paid across groups

		Detergent (in loads)	Cookies (in kg)
Unit price information present		**€ 0.272**	**€ 5.498**
Unit price information absent	Computed the exact unit prices	**€0.267**	**€5.328**
	Estimated the unit prices	**€ 0.279**	**€ 5.555**
	Did not compute unit prices	**€ 0.284**	**€ 5.732**

N = 2703 (for detergents); 3187 (for cookies)

Unit price comprehension

Summary: Most respondents seem to comprehend unit prices, as a majority was able to select the product with the lowest unit price when unit price information was present. When respondents made a mistake (i.e., they did not select the product with the lowest unit price when asked to do so), they usually selected a package of the correct size but wrong brand.

We also measured **unit price comprehension**. Respondents were shown the same products as before and were asked to indicate which product had the lowest unit price. Note that *comprehension* of unit price information could only be assessed when unit price information was present, not when it was absent. To test comprehension, we therefore only dealt with respondents who had been presented with the unit price information. We also, however, present the same task to respondents for whom the unit price information had been absent. These respondents saw the same products as before (i.e., the unit price information was still absent). In this way, we could also investigate whether, in the absence of unit prices, consumers could still identify which product had the lowest unit price. The percentages of respondents selecting the correct product (i.e., the product with the lowest unit price) are displayed in Table 249.

When unit price information was present, a majority of respondents (65.4-71.5%) selected the product with the lowest unit price. Thus, most respondents seemed to comprehend unit prices. Still, about one third of the respondents did not select the correct product. We investigated whether these respondents selected a product with another package size (e.g., small or medium package when larger packages contained the lowest unit prices) or the other product of the same package size, since there were always two variants of each package size (i.e., two different brands). One package size of one of the two brands had the absolute lowest unit price, yet the same package size of the other brand still had the lowest unit price **within that brand**. Accordingly, respondents could have correctly identified which package of the given brand is the

cheapest per unit but could have failed to also compare this package to the corresponding package of the other brand.

Table 250 displays the percentages of respondents answering correctly without taking the brand into account. In other words, if smaller packages had the lowest unit prices, we encoded as correct replies not only the small package of brand A (which actually had the lowest unit price of all products) but also the small package of brand B. Similarly, if larger packages had the lowest unit prices, we encoded as correct replies not only the large package of brand A but also the large package of brand B. In this case, 88.1-95.5% of respondents made the correct choice. Thus, it indeed seems to be the case that quite some respondents selected a package of the right size but of the "wrong" brand.

By administering the same question to respondents who had seen no unit prices during the experiment, we were able to assess **whether respondents were able to identify the product with the lowest unit price without the information being presented to them**. When unit price information was absent, 38.8-44.6% of respondents selected the correct product when the size-unit price relationship was negative and 25.6-27.7% selected the correct product when the size-unit price relationship was positive (Table 249).[224]

Thus, respondents were better at selecting the correct product when the size-unit price relationship was negative than when the size-unit price relationship was positive.[225] This is in line with the previous results that showed that consumers pay lower average unit prices when the size-unit price relationship is negative. Again, an explanation for this difference may be that a negative size-unit price relationship is consistent with consumers' general belief. As consumers tend to think that large packages had lower unit prices, it was relatively easy to select the correct product when this was indeed the case.

In the situation with a positive size-unit price relationship, the situation was inconsistent with consumers' general belief regarding unit prices, and so, consumers may have to shift from their initial expectations towards opposite responses (selecting a small-sized instead of a large-sized package). The percentages of respondents correctly selecting the product with the lowest unit price in the absence of unit price information were pretty low, as the majority of respondents could not identify this product. However, as with the situations in which unit price information was present, the largest group making a mistake did so in selecting a package of the right size but "wrong" brand (see Table 250 for percentages if brand is not taken into account).

Table 249 Lowest unit price identification: correct answers

	Detergents			Cookies	
	Unit price information absent	Unit price information in loads	Unit price information in litres	Unit price information absent	Unit price information in kg
Negative relationship	44.6%	71.5%	68.6%	38.8%	70.0%
Positive relationship	25.6%	65.4%	70.0%	27.7%	70.3%

N = 4149 (for detergents); 3799 (for cookies)

[224] These percentages are much lower than in cases in which unit price information is present, and these differences are statistically significant, *ps* < .001. This is an obvious result, as it is, of course, much easier to identify the product with the lowest unit price when unit prices are present than when they are absent.

[225] *ps* < .001

Table 250 Lowest unit price identification: correct package size

	Detergents			Cookies	
	Unit price information absent	Unit price information in loads	Unit price information in litres	Unit price information absent	Unit price information in kg
Negative relationship	78.7%	93.4%	95.5%	81.4%	93.8%
Positive relationship	52.1%	88.1%	93.4%	58.0%	92.5%

N = 4149 (for detergents); 3799 (for cookies)

4.4.3. Differences across consumer groups

Summary: The effect of unit price information (i.e., consumers paying lower average unit prices) becomes stronger if household size increases. Depending on the product, this only occurs when the package size-unit price relationship is negative or for both positive and negative size-unit price relationships. The effect of unit price information does not depend on value consciousness, general beliefs regarding unit prices, and/or financial situation.

We further examined whether the effects of the presence of unit price information are the same for consumers with a relatively low and consumers with a relatively high **value consciousness**[226]. Respondents completed the Value Consciousness Scale (7-point scale with higher scores indicating a higher value consciousness; mean = 5.6). A median split divided respondents into low and high value conscious consumers. More women (51.5%) than men (45.5%) are in the high value conscious group.[227] Moreover, more consumers of age 55+ (50.6%) than consumers of age groups 18-34 (47.2%) and 35-54 (47.1%) are in the high value conscious group.[228] Finally, being high or low in value consciousness depends on one's financial situation.[229] As displayed in Table 251, the more difficult it is for consumers to make ends meet, the more likely they score high on value consciousness.

Table 251 Value consciousness by financial situation

	Making ends meet is…				
	Very easy	Fairly easy	Neither easy nor difficult	Fairly difficult	Very difficult
Low value consciousness	63.2%	56.8%	53.0%	45.5%	36.5%
High value	36.8%	43.2%	47.0%	54.5%	63.5%

[226] A concern for paying low prices, subject to some quality constraint. Definition and scale from Lichtenstein, D. R., Netemeyer, R. G., & Burton, S. (1990). Distinguishing coupon proneness from value consciousness: An acquisition-transaction utility theory perspective.

[227] $p < .001$

[228] $p = .050$

[229] $p < .001$

consciousness

N = 4149 (all respondents)

We examined whether the effects of the presence of unit price information on average unit price paid depended on value consciousness by adding this variable as an additional factor in our analyses. For both products, respondents scoring high on value consciousness paid lower average unit prices than respondents scoring low on value consciousness.[230] However, the effect of the presence of unit price information did *not* depend on whether respondents scored low or high on value consciousness[231], nor did the interaction between the presence of unit price information and the package size-unit price relationship that we previously found[232]. Because on average respondents scored high on value consciousness (mean = 5.55, median = 5.71), quite some respondents in the low value consciousness group also seemed to be value conscious. Therefore, we repeated the analyses with the original scale variable, i.e., without dividing consumers into two groups. Again, for both products, higher scores on value consciousness were associated with paying lower average unit prices.[233] Again, the effect of the presence of unit price information did not depend on value consciousness[234] nor did the interaction between the presence of unit price information and the package size-unit price relationship that we previously found[235]. All in all, the unit price information effects seemed equally strong for respondents scoring low as for respondents scoring high on value consciousness.

We also measured **general beliefs regarding unit prices**. First, respondents were asked whether they thought small-sized or large-sized packages generally have the lowest prices per unit, to which 78 replied that larger-sized packages generally have the lowest unit price (see above). Second, respondents saw a picture of two bottles of different sizes. In the picture, it was cheaper to buy two small bottles of 500 ml than one bottle of 1 litre of the exact same brand (the smaller-sized package had a lower unit price than the larger-sized package). Respondents were asked to indicate how often they thought this occurred in reality (on a scale from 1 = never to 7 = always), which is a more sensitive measure of general beliefs regarding unit prices. The average response was 3.3.

In addition, we measured respondents' **financial situation** (5-point scale with higher scores indicating a better financial situation; see Table 238 for all labels). Finally, we measured **household size**. Respondents indicated how many people lived in their household, including themselves (mean = 2.6; largest group indicated 2 people).[236]

The effect of the presence of unit price information did not depend on general beliefs regarding unit prices and/or financial situation.[237] The finding that the presence of unit price information reduces the average price paid per unit of the products particularly

[230] *ps* < .001

[231] *ps* > .129

[232] The finding that the presence of unit price information reduces the average price paid per unit of the products particularly when there is a positive relationship between unit prices and package sizes. *ps* > .794.

[233] *ps* < .001

[234] *ps* > .303

[235] *ps* > .150

[236] One extreme value (59) was deleted before analyses were performed.

[237] *ps* > .156

when there is a positive relationship between unit prices and package sizes (presence of unit price information × package size-unit price relationship interaction) did not depend either on general beliefs regarding unit prices and/or financial situation.[238] In other words, the unit price information effects that we previously found did not depend on general beliefs regarding unit prices and/or financial situation.

In contrast, the effects did depend on household size. For both products, we found that the effect of unit price information (i.e., consumers paying lower average unit prices) becomes stronger if household size increases. For cookies, we found this to be independent of the size-unit price relationship (positive or negative).[239] For detergents, household size influenced the effectiveness of unit price information if the size-unit price relationship was negative[240] but not if the relationship was positive[241].

4.4.4. Differences across countries

Summary: For detergents, the effect of the presence of unit price information did not differ across countries; for cookies, the effect of the presence of unit price information did differ across countries. In particular it had no effect in the Netherlands.

We examined whether the effects of unit price information depended on country. Means are displayed in Table 252. For detergents, the effect of the presence of unit price information did not differ across countries.[242] For cookies, the effect of the presence of unit price information did differ across countries.[243] Specifically, in all countries, the presence of unit price information reduced the average price paid per unit[244], except for the Netherlands, where the presence of unit price information on cookies did not reduce the average price paid per unit[245]. For both detergents and cookies, the finding that the effect of unit price information is stronger when there is a positive size-unit price relationship than when there is a negative size-unit price relationship did not differ significantly across countries.[246]

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[238] *p*s > .398

[239] In other words, the three-way interaction (presence of unit price information × size-unit price relationship × household size) was not significant.

[240] $p = .028$

[241] $p = .359$

[242] $p = .116$

[243] In other words, there was a significant presence of unit price information × country interaction effect. $p = .021$.

[244] *p*s < .014

[245] $p = .714$

[246] In other words, there was no significant presence of unit price information × size-unit price relationship × country interactions effects. *p*s > .055.

Table 252 Average unit price per condition per country (per wash load for detergents, per kg for cookies)

			Bulgaria	Finland	France	Germany	Greece	Netherlands	Poland	Portugal
Product type:	Unit price-size relationship:	Unit price information:								
Detergents	Negative	Absent	€ 0.277	€ 0.281	€ 0.280	€ 0.279	€ 0.280	€ 0.272	€ 0.281	€ 0.273
		Present	€ 0.269	€ 0.275	€ 0.274	€ 0.275	€ 0.273	€ 0.267	€ 0.275	€ 0.270
	Positive	Absent	€ 0.284	€ 0.278	€ 0.283	€ 0.279	€ 0.283	€ 0.277	€ 0.279	€ 0.281
		Present	€ 0.277	€ 0.267	€ 0.271	€ 0.265	€ 0.276	€ 0.278	€ 0.275	€ 0.272
Cookies	Negative	Absent	€ 5.549	€ 5.659	€ 5.648	€ 5.638	€ 5.754	€ 5.618	€ 5.628	€ 5.433
		Present	€ 5.407	€ 5.482	€ 5.568	€ 5.594	€ 5.485	€ 5.623	€ 5.536	€ 5.432
	Positive	Absent	€ 5.740	€ 5.673	€ 5.610	€ 5.650	€ 5.727	€ 5.512	€ 5.611	€ 5.617
		Present	€ 5.571	€ 5.451	€ 5.454	€ 5.334	€ 5.518	€ 5.510	€ 5.468	€ 5.426

N = 3349 (for detergents); 3799 (for cookies)

5. EXPERIMENT 2 – CONSUMERS' RESPONSES TOWARDS UNFAIR CONTRACT TERMS

5.1. Introduction

Experiment 2 aimed to answer the following research question: ***Can consumers distinguish unfair from fair Terms and Conditions (T&Cs) and can they do so more easily if the T&Cs are presented in a clearer (summarised) manner?***

The **Unfair Contract Terms Directive (93/13/EEC)**[247] protects consumers from unfair terms in consumer contracts. Article 3(1) of the Directive states that a term that has not been individually negotiated is regarded as unfair if "contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer". Terms that are unfair under Article 3(1) are not binding on consumers. Moreover, under Article 5 of the Directive, traders are required to draft their terms in plain, intelligible language. In case of doubt about the meaning of a term, the interpretation most favourable to consumers prevails.

Since the Unfair Contract Terms Directive provides for minimum harmonisation, several Member States have provided in national legislation for stronger consumer protection rules. Examples of such rules are application of the Directive also to contractual terms which have been individually negotiated and/or to terms concerning the price and the subject matter of the contract.

Standard T&Cs may contain unfair terms and may not be written in plain, intelligible language contrary to the requirements of the Unfair Contract Terms Directive. Many T&Cs are indeed long[248,249,250] and complex[251,252], making it difficult for consumers to understand them[253]. Experiment 2 tested consumers' reactions to fair and unfair terms that are presented in different ways and their subsequent economic behaviour. It tested a number of ***hypotheses*** related to consumers' use of T&Cs. First, it is hypothesized that the influence of unfairness of the T&Cs on consumers' intention to buy from a seller depends on the way in which the T&Cs are presented to the consumer. The less effort it takes to read and understand the T&Cs, the higher chances are that consumers will read

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247 Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. *Official Journal of the European Communities* L95. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:31993L0013.

248 Online T&C longer than Shakespeare plays – who reads them? (23 March 2012). Which? Retrieved from http://conversation.which.co.uk/technology/length-of-website-terms-and-conditions/.

249 Jas Purewal, 'Why must terms and conditions be so long?' (28 September 2014). Quora. Retrieved from https://www.quora.com/Why-must-terms-and-conditions-be-so-long.

250 D.H. Shultz, Why are service agreements/terms and conditions present in software licenses always long and not even attractive to read?', Retrieved from https://www.quora.com/Are-Software-Terms-Conditions-Unnecessary-Long-On-Purpose.

251 Hartley, J. (2000). Legal ease and 'legalese'. *Psychology, Crime and Law*, vol. 6(1–2), 1–20.

252 Masson, M.E.J. & M.A. Waldron (1994). Comprehension of Legal Contracts by Non-Experts: Effectiveness of Plain Language Redrafting. *Applied Cognitive Psychology*, vol. 8, p. 67-85.

253 European Commission (2015), Consumers' attitudes to Terms and Conditions (T&Cs). Retrieved from http://ec.europa.eu/consumers/consumer_evidence/behavioural_research/consumers_attitudes_terms_conditions/index_en.htm, last viewed on 16/12/2016.

(parts of) the T&Cs and the higher chances are that the consumer will notice unfair terms if they do exist. Secondly, it is hypothesized that consumers are more likely to read T&Cs presented in a summary form compared to full T&Cs. Finally, the use of icons is hypothesized to further improve readership and understanding of T&Cs, as icons have been shown to increase readability (pictogram effect).[254]

5.2. Methodology

Experiment 2 examined consumers' responses to unfair contract terms in a behavioural experiment. The experiment tested consumers' reactions to fair and unfair terms and their subsequent economic behaviour.

This experiment was conducted online in one experimental session, bundled with another experiment (Experiment 3 concerning durability and reparability information). The order of the experiments changed at random: while about half of all respondents first took part in Experiment 2, the other half first took part in Experiment 3. Both experiments were conducted in eight countries: Finland, Poland, Bulgaria, the Netherlands, Germany, France, Portugal and Greece. In total, about 900 respondents from the GfK consumer panel participated in the experiment in each country, resulting in a total sample size of 7234 respondents.

5.2.1. Product Choice

The experiment investigated consumers' responses to unfair contract terms in two sectors: ***consumer credit*** and ***internet access provision***.

Internet access provision was selected because according to the 2016 Consumer Market Scoreboard[255], as far as services are concerned, consumers encounter most problems with Internet provision (20% of respondents) and complain most about problems with Internet provision (89% of respondents that experienced problems). Moreover, the same Consumer Market Scoreboard indicated that Internet service provision performs less well than the service market average when it comes to consumer trust (ranked 20th of 29 sectors). At the same time, it is a common household service (and, together with TV services, accounts for about 3% of the household budget).

Moreover, 35% of national regulatory authorities, consumer organisations, members of the Consumer Protection Cooperation Network, and ADR entities have reported that the use of unfair contract terms by Internet service providers is common in their country. The contract terms most commonly reported as potentially unfair by these stakeholders are terms limiting or excluding providers' responsibility, roll-over contracts, fixed-term contracts and termination fees, unilateral power to change contract terms[256]. Also, the results of the current consumer survey (Annex 1) show that respondents reported most

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254 Tijus, C., Barcenilla, J., Cambon de Lavalette, B., & Meunier, J. G. (2007). The design, understanding and usage of pictograms. In G. Rijlaarsdam (Series Ed.) and D. Alamargot, P. Terrier, & J. M. Cellier (Vol. Eds.), Studies in Writing, Vol. 21, Written Documents in the Workplace, 17–31.

255 European Commission DG Justice and Consumers. (2016). Consumer Conditions Scoreboard: Consumers at home in the Single Market – 2016 edition. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/consumer_scoreboards/12_edition/docs/consumer_markets_scoreboard_2016_en.pdf

256 Executive Agency for Health and Consumers (2012). Consumer market study on the functioning of the market for internet access and provision from a consumer perspective..

problems with unfair standard contract terms for telecom services, including Internet provision.

Consumer credit was chosen as another sector that is often associated with unfair contract terms. Across the years, a noticeable share of consumers have reported problems with consumer credits: While this was about 8% of consumers according to the 2016 Consumer Market Scoreboard, 12% of consumers reported problems in 2014[257]. Also, the same scoreboard indicated that compared to the service market average, consumer credits are less likely to live up to consumers' expectations and that more consumers complain when experiencing problems with consumer credits (83% of consumer that have experienced a problem complained). Moreover, in 2015, after consumer goods and general services, financial services received the most complaints.[258] Finally, the results of the consumer survey performed as part of this study show that the financial sector is one of the economic sectors in which unfair contract terms are most often reported (Chapter 1 of Part II).

Since both sectors are often associated with unfair contract terms, they are important and realistic sectors to test responses to unfair contract terms. In terms of specific products, the most common types of the respective services were chosen: consumer credit provided by a bank (in the consumer's country) and ADSL Internet subscription (rather than optic cable), paid monthly and provided by a local ISP.

5.2.2. Design of the experiment

The experimental design is a 3 (presentation) x 2 (fairness) x 2 (product category) mixed-factorial design. Product category was manipulated within subjects, which means that each respondent was first asked to make a purchase in one product category, and then in the other category (the order of product categories was counterbalanced). The presentation and fairness manipulations together yielded six experimental conditions (Table 253).

Table 253 Between-subjects conditions in Experiment 2

	Presentation	Fairness
1	Standard full T&Cs	Normal
2	Standard full T&Cs	Unfair
3	Summary	Normal
4	Summary	Unfair
5	Summary + icons	Normal
6	Summary + icons	Unfair

[257] Civic Consulting. Retrieved from http://ec.europa.eu/consumers/archive/consumer_research/market_studies/docs/internet-service-study-full_en.pdf

[258] The European Commission harmonized database of consumer complaints, European Commission (7 June 2016). The European Consumer Complaints Registration System (ECCRS) – version as updated on 7 June 2016. Retrieved from http://81.247.254.96/QvAJAXZfc/opendoc.htm?document=Harmonised_Consumer_Complaints.qvw&host=QVS%40vsrv1463&anonymous=true

5.2.3. Manipulations and Procedure

In the experiment, respondents were presented with a situation in which they had to go through a purchase process. In the instructions, they read that they were looking for a specific product (consumer credit or internet access provision) and that they had come across the website of a particular seller. Next, they were presented with the T&Cs of this seller, and were asked to think about whether they would buy the product from this specific seller. Apart from product category (manipulated within subjects), the **presentation of the T&Cs** and the **fairness of the T&Cs** were also manipulated. The T&Cs were presented via one of three presentation options (standard T&Cs; summary of key terms presented prominently; summary of key terms presented prominently with icons); and the T&Cs were either "normal" or contained unfair clauses.

Figure 77 Examples of T&Cs conditions for Internet provision (Standard full vs. Summary vs. Summary + icons)

a)

3. Term

3.1 The Agreement between Web4You and the Customer is signed and concluded when Web4You confirms the acceptance of the Order form submitted by the Customer, and confirms the registration of the Customer as customer. The term of the Internet Service ("term") will start as of the day of activation of the Service (the 'Service Start Date') and will continue for the Initial Term of 1 year (the "Initial Term"). After the expiration of the Initial Term, the Agreement will be automatically renewed for indeterminate duration unless the Customer provides Web4You with not less than 30 days prior written notice that he does not want to renew. The Agreement can be terminated as stated in section 6.

b) Summary

3. Duration of the contract	Our contract is concluded for an initial period of 1 year from the activation of the Internet Service. Unless you terminate the contract with a notice of 30 days before the end of the initial period, our contract is automatically renewed for an indeterminate duration. After the initial contract period you can terminate the renewed contract at any time on 30 days' notice.

c) Summary + icons

3. Duration of the contract		Our contract is concluded for an initial period of 1 year from the activation of the Internet Service. Unless you terminate the contract with a notice of 30 days before the end of the initial period, our contract is automatically renewed for an indeterminate duration. After the initial contract period you can terminate the renewed contract at any time on 30 days' notice.

5.2.4. Outcome Measures

The key outcome measures for this experiment were:

- Intention to buy from the specific seller
- Readership of T&Cs
- Perceived fairness of the T&Cs
- Comprehension of the fairness of the T&Cs

First, respondents' *intention to buy from the seller* was measured. Following this, self-reported *readership of the T&Cs* was measured using the method applied in a recent study on consumer attitudes towards T&Cs.[259] Readership was also measured more directly by timing how many seconds respondents spent on the T&Cs page. *Perceived fairness of the T&Cs* was measured in two ways. First, respondents indicated to what extent they perceived the T&Cs as fair or unfair (or expected the T&Cs to be fair or unfair if they previously indicated to not have read the T&Cs). This is a measure of subjective (un)fairness.

Second, respondents indicated how they estimated the probability that there were *legally* unfair provisions in these terms and conditions. This is a measure of perceived legal unfairness and can be compared to the actual legal unfairness of the T&Cs. Finally, comprehension of the fairness of specific terms in the T&Cs was measured. Respondents were presented with four terms taken from the T&Cs and were asked to indicate whether they were legally fair or not. Although this is a key outcome measure, it was measured in the post-experiment questionnaire not to focus respondents too much on the T&Cs before going through the experiment for the other product.

5.2.5. Post-experiment questionnaire

Apart from the comprehension quiz on the legal fairness of specific terms (see above), a concise post-experiment questionnaire measured relevant respondent characteristics. Because respondents were randomly assigned to conditions, it can be assumed that their characteristics were also randomly divided across conditions and therefore cannot provide alternative explanations for the findings[260]. Instead, they are relevant characteristics that may influence the direction and/or strength of the effects: for example, the effects may be *stronger* for certain consumer groups than for others. Below, we included for each consumer characteristic how the characteristic may influence the results.

We measured whether the respondent was *an expert in consumer law*. Whether respondents are experts on consumer law likely influences their accuracy in indicating whether a term is legally unfair or not. Another characteristic measured was respondents' *general perceptions of trust in others*.[261] Respondents who easily trust other people may search less for unfair terms, rejecting unfair T&Cs less often.

Socio-demographic variables such as gender, age, level of education, financial status and work status, were also measured.

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[259] European Commission Justice and Consumers. (2016). Study on consumers' attitudes towards Terms and Conditions. Retrieved from http://ec.europa.eu/consumers/consumer_evidence/behavioural_research/docs/terms_and_conditions_final_report_en.pdf

[260] This may be assumed with a large enough sample size: Price, P. C. (2012). Psychology research methods: Core skills and concepts.

[261] Interpersonal trust scale used by e.g. Brehm, J., & Rahn, W. (1997). Individual-level evidence for the causes and consequences of social capital. American journal of political science, 999-1023; Job, J. (2005). How is trust in government created? It begins at home, but ends in the parliament. Australian Review of Public Affairs, 6(1), 1-23.

5.3. Sample statistics

Experiment 2 was completed by 7,234 respondents from the GfK consumer panel (M_{age} = 46.25, *SD* = 14.79, range: 18-99; 49.8% female). The socio-demographic make-up of the sample regarding gender, age, education, work status, and financial situation is displayed in Table 254. The socio-demographic make-up per country regarding gender and age can be found in Table 255.

The included respondents were a representation of the national population of consumers aged 18+ in the respective countries. In order to ensure this, quotas were set on age (based on three age groups: 18-34, 35-54, and 55+) and gender. Furthermore, when recruiting sample from the panel, a spread of education, work status and financial situation was taken into account. No quotas on these variables were set, due to a lack of quota target data. The resulting sample may differ from the general population. As such, more people with a higher education are included than the EU average[262].

Table 254 Socio-demographics in Experiment 2

Variable		Percentage
Age	18 - 34 years	26.8%
	35 - 54 years	36.5%
	55 - 99 years	36.7%
Gender	Female	49.8%
	Male	50.2%
Education	Elementary (primary) school or less	1.4%
	Some high (secondary) school	6.2%
	Graduation from high (secondary) school	33.6%
	Graduation from college, university or other third-level institute	34.1%
	Post-graduate degree (Masters, PhD) beyond initial college degree	17.2%
	Still studying full-time	3.6%
	Other qualification	2.9%
	Refusal	1.0%
Work status	Self-employed	11.3%
	Manager	8.0%
	Other white collar	29.3%
	Blue collar	14.1%
	Student	5.4%
	House-person and other not in employment	5.4%
	Seeking a job	7.1%
	Retired	19.3%
Financial situation	*Thinking about your household's financial situation, would you say that making ends meet every month is… (5-point scale)*	*M* = 2.93 *SD* = 1.04

[262] Eurostat. Educational attainment statistics 2016. Retrieved from: http://ec.europa.eu/eurostat/statistics-explained/index.php/Educational_attainment_statistics

	1 - Very difficult	8.8%
	2 - Fairly difficult	23.8%
	3 - Neither easy nor difficult	40.2%
	4 - Fairly easy	19.9%
	5 - Very easy	7.4%

N = 7234 (all respondents)

Table 255 Gender and age per country

Country			Gender		Total
			Female	Male	
Bulgaria (*N* = 904)	Age	18 - 34	11.7%	13.1%	24.8%
		35 - 54	16.2%	17.7%	33.8%
		55 - 99	23.6%	17.8%	41.4%
	Total		51.4%	48.6%	100.0%
Finland (*N* = 904)	Age	18 - 34	14.3%	15.0%	29.3%
		35 - 54	16.3%	17.7%	34.0%
		55 - 99	17.9%	18.8%	36.7%
	Total		48.5%	51.5%	100.0%
France (*N* = 903)	Age	18 - 34	13.1%	12.8%	25.9%
		35 - 54	17.4%	16.9%	34.3%
		55 - 99	22.0%	17.7%	39.8%
	Total		52.5%	47.5%	100.0%
Germany (*N* = 906)	Age	18 - 34	11.7%	12.5%	24.2%
		35 - 54	17.3%	17.4%	34.8%
		55 – 99	22.4%	18.7%	41.1%
	Total		51.4%	48.6%	100.0%
Greece (*N* = 903)	Age	18 - 34	14.5%	14.8%	29.3%
		35 - 54	21.7%	20.9%	42.6%
		55 - 99	9.5%	18.5%	28.0%
	Total		45.7%	54.3%	100.0%
Netherlands (*N* = 908)	Age	18 - 34	13.0%	13.3%	26.3%
		35 - 54	17.5%	17.7%	35.2%
		55 - 99	20.3%	18.2%	38.4%
	Total		50.8%	49.2%	100.0%
Poland (*N* = 902)	Age	18 - 34	11.4%	15.3%	26.7%
		35 - 54	18.0%	18.0%	35.9%
		55 - 99	21.2%	16.2%	37.4%
	Total		50.6%	49.4%	100.0%
Portugal (*N* = 904)	Age	18 - 34	14.0%	13.8%	27.9%
		35 - 54	21.7%	19.8%	41.5%
		55 - 99	11.8%	18.8%	30.6%
	Total		47.6%	52.4%	100.0%
Total (*N* = 7234)	Age	18 - 34	13.0%	13.8%	26.8%
		35 - 54	18.2%	18.3%	36.5%
		55 - 99	18.6%	18.1%	36.7%
	Total		49.8%	50.2%	100.0%

N = 7234 (all respondents)

5.4. Results

This section describes the results of Experiment 2. We first provide a summary of the results (5.4.1), then present the main results (5.4.2), and end with comparisons across consumer groups (5.4.3) and across countries (5.4.4).

5.4.1. Summary

According to respondents' self-reported readership, standard (long) T&Cs were read less thoroughly than summarised T&Cs. Moreover, even though standard T&Cs were much longer, respondents spent as much time reading summarised T&Cs (without icons) as they spent on standard T&Cs. Thus, they seem to have read a higher proportion of the text of the summarised T&C. Comprehension of fairness also differed across presentation conditions: respondents better recognised whether a term was fair or unfair in the summarised T&Cs than in the standard, long T&Cs. Moreover, both for respondents' own perceptions of fairness and their perceptions of legal fairness of the T&Cs, fair T&Cs were perceived as fairer and unfair T&Cs as more unfair in the summarised versions than in the standard (long) T&Cs.

When the T&Cs were presented in the standard (long) format, respondents hardly distinguished between fair and unfair T&Cs in their intention to buy the product. When the T&Cs were summarised, respondents distinguished much more between fair and unfair T&Cs. After having been presented with summarised T&Cs, respondents were less likely to buy from a seller with unfair T&Cs and, depending on the product, were also more likely to buy from a seller with fair T&Cs.

All in all, summarising the T&Cs appears to be effective: a higher proportion of the text was read and – most likely as a result thereof – respondents were better able to distinguish between fair and unfair T&Cs in their comprehension of the legal fairness of terms, in fairness perceptions and in intentions to buy from the seller.

In contrast, adding icons to the summary T&Cs seems to have no additional beneficial effects. In fact, adding icons to the summarised unfair T&Cs resulted in a higher perception of fairness and a higher intention to buy from the seller than in the case of unfair summarised T&Cs without icons. There are several potential explanations for this finding: (1) adding icons may distract respondents, resulting in less attention to the content of (unfair) T&Cs; or (2) respondents trust T&Cs with icons more, which is undeserved in case the T&Cs are unfair.

5.4.2. Main results

Experiment 2 examined whether presenting the T&Cs in a clearer manner facilitates respondents' ability to identify unfair terms. We investigated the effect of fairness of the T&Cs (fair vs. unfair) and different presentations of the T&Cs (standard, summarised, summarised with icons) on the intention to buy, readership, perceived fairness, and comprehension of fairness for two products (consumer credit and ADSL Internet subscription).

Intention to buy

Summary: When presented with summarised T&Cs, respondents were less likely to buy from a seller with unfair T&Cs than when presented with standard (long) T&Cs and, depending on the product, they were also more likely to buy from a seller with fair T&Cs. Thus, it appears that when reading summarised T&Cs, respondents were better at distinguishing between fair and unfair T&Cs than when reading standard T&Cs. The effect was significantly stronger for summarised T&Cs without icons than for summarised T&Cs with icons.

After reading the T&Cs, respondents were asked whether they would buy from the seller. For consumer credit, respondents read: The next step is to decide whether you will actually take the loan from this bank or buy from another credit institution. What would you do? (1 = I would take the loan from this bank, 2 = I would not take the loan from this bank). For the ADSL Internet subscription, respondents read: The next step is to decide whether you will actually purchase the Internet subscription from this provider or buy from another provider. What would you do? (1 = I would purchase the Internet subscription from this provider, 2 = I would not purchase the Internet subscription from this provider).

Across presentation formats, when the T&Cs were fair, 41.8% of respondents intended to buy the product. When the T&Cs were unfair, only 27.7% of respondents intended to buy the product. Thus, more respondents intended to buy the product when the T&Cs were fair compared to when the T&Cs were unfair.263

The difference between fair and unfair T&Cs in intention to buy depended on the presentation of the T&Cs.264 The fair-unfair difference was larger for summarised versions than for standard (long) T&Cs.[265] In other words, when T&Cs were summarised, respondents seemed better able to distinguish between fair and unfair T&Cs. This was particularly due to different results concerning the unfair T&Cs: respondents were significantly less likely to buy from a seller with unfair T&Cs when the T&Cs were summarised (22.1% and 26.7%) compared to standard (long) version (34.2%).

There was also a small difference between the two summarised versions[266]: The difference between fair and unfair T&Cs was larger for summarised T&Cs without icons compared to summarised T&Cs with icons. Again this effect was driven by unfair T&Cs: respondents were significantly less likely to buy from a seller with unfair T&Cs when the summarised T&Cs were presented without icons (22.1%) compared to when the summarised T&Cs were presented with icons (26.7%). Thus, when it comes to respondents' intention to buy from the seller, respondents made the best distinction between fair and unfair T&Cs (they were less likely to buy from sellers with unfair T&Cs) when T&Cs were summarised and without icons.

There were differences across products (consumer credit vs. ADSL Internet subscription) in these effects.[267] On unfair T&Cs, we found the effects described above – summarising made respondents less likely to buy from a seller with unfair T&Cs, particularly if the T&Cs did not contain icons – for both products. However, on fair T&Cs, whether summarising the T&Cs made respondents more likely to buy from a seller with fair T&Cs depended on the product. For consumer credit, there were no differences across presentation conditions (standard vs. summarised T&Cs) in likelihood to buy from the seller (i.e., respondents were not more likely to buy from sellers with fair T&Cs when the T&Cs were summarised as compared to standard T&Cs); for the ADSL Internet subscription, in contrast, we found that summarising the T&Cs did increase the intention to buy from the seller (from 37.5% to 45.8% and 46.6%). The difference between summarised T&Cs with and without icons was not significant.

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263 $z = 18.14$, $p < .001$

264 $\chi^2 = 74.74$, $p < .001$

265 $p < .001$

266 $p = .012$

267 $ps < .058$

The reasons for this difference between the two products are not clear. It is noticeable that while the intention to purchase a (fair) ADSL subscription increased from 37.5% up to almost 47%, the intention to purchase a consumer credit stayed around 40%. One possible explanation for this difference is the perceived risks and monetary costs. These are usually higher for consumer credit than for ADSL subscription. Respondents may have therefore been more careful in their decision making regarding consumer credit, which decreases the likelihood that better presented terms and conditions result in a higher willingness to buy. In line with this explanation, respondents also reported that they spent slightly more time reading T&Cs for consumer credit than T&Cs for the ADSL subscription (see below).

Table 256 displays the percentage of respondents who indicated that they intended to buy the product, separated by the presentation of the T&Cs, fairness of the T&Cs and product type.

Table 256 Intention to buy from seller

	Consumer credit		ADSL Internet subscription		Total	
	Fair	Unfair	Fair	Unfair	Fair	Unfair
Standard T&Cs	41.7%	35.8%	37.5%	32.7%	39.6%	34.2%
Summarised T&Cs	39.4%	21.9%	45.8%	22.3%	42.6%	22.1%
Summarised T&Cs with icons	39.6%	27.3%	46.6%	26.0%	43.1%	26.7%

N = 7234 (all respondents)

Readership

Summary: Standard T&Cs were read less thoroughly than summarised T&Cs. Moreover, even though standard T&Cs were much longer, respondents spent as much time reading summarised T&Cs (without icons) as they spent on standard T&Cs (thus, they read a higher proportion of the text).

Readership was measured in two ways. First, respondents were asked to what extent they had read the T&Cs (**self-reported readership**). There were four categories (1 = *I did not read the T&Cs at all,* 2 = *I scanned through the terms and conditions or read some part but less than half*, 3 = *I read more than half of the terms and conditions but not all*, 4 = *I read all the T&Cs*). Second, we measured the **time respondents spent on the T&Cs page** (a more objective measure of readership).

Self-reported readership depended on the way T&Cs were presented.[268] When the T&Cs were presented in summarised format 48% reported having read all information, independently of the presence of icons, compared to 22% for the standard, long format. The two summarised versions did not differ in self-reported readership.[269] Percentages are displayed in Table 257.

Table 257 Self-reported readership

	Standard T&Cs	Summarised T&Cs	Summarised T&Cs with icons
Not at all	9.6%	5.2%	5.4%
Scanned	37.9%	22.3%	21.7%

[268] $\chi^2(2) = 897.58$, $p < .001$

[269] $p = .822$

More than half	30.4%	24.4%	24.8%
Read all	22.1%	48.1%	48.2%

N = 7234 (all respondents)

Self-reported readership also depended on the type of product.[270] For consumer credit, 41% reported having read all information, compared with 38% for the ADSL Internet subscription.

Time spent on the T&Cs was measured in seconds.[271] On average, respondents spent 131.61 seconds (slightly over two minutes) reading T&Cs, although there was quite some variation in this. Time spent on the T&Cs did not change significantly depending on presentation of the T&Cs.[272] This means that, even though the standard T&Cs were much longer (i.e., 5 to 7 pages vs. 2 pages for the summarised T&Cs), respondents spent almost as much time reading summarised T&Cs as they spent on standard T&Cs. The time spent on the T&Cs per presentation condition is displayed in Table 258.

Table 258 Time spent on the T&Cs (in seconds)

	Standard T&Cs	Summarised T&Cs	Summarised T&Cs with icons
Time in seconds	163.21	122.69	109.14

N = 7210 (outliers removed)

Time spent on the T&Cs did depend on the fairness of the T&Cs[273] and product type[274]. Respondents spent more time on T&Cs that contained unfair clauses (141 seconds) than on normal, fair T&Cs (122 seconds). Respondents also spent more time on the T&Cs for the consumer credit (135 seconds) than on the T&Cs for the ADSL Internet subscription (129 seconds), perhaps because the consumer credit was a more important decision with more risks and money at stake (as indicated above).

Perceived fairness

Summary: Both respondents' own perceptions of fairness and their perceptions of legal fairness of the T&Cs were more in line with the actual fairness of the T&Cs when T&Cs were summarised compared to when the T&Cs were presented in the standard, long format.

Perceived fairness was measured in two ways. First, we measured **subjective fairness** (fairness from respondents' own point of view). Respondents indicated the extent to which they perceived the terms and conditions as fair or unfair (7-point scale, 1 = *very unfair*, 7 = *very fair*). Respondents who had indicated that they had not read the T&Cs at all indicated on the same scale the extent to which they would expect the terms and conditions to be fair or unfair. Second, we measured **perceived legal fairness** (respondents' perceptions of fairness from a legal point of view). Respondents who had read at least part of the T&Cs indicated on the same fairness scale the extent to which they perceived the terms and conditions as fair or unfair from a legal point of view.

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270 $z = 2.58$, $p = .010$

271 We removed 24 outliers, which were scores that deviated more than three standard deviations from the mean. Moreover, we log transformed the data to adjust for skewness.

272 $F(2, 14401) = 1.00$, $p = .368$

273 $F(1, 14401) = 6.07$, $p = .014$

274 $F(1, 14401) = 21.25$, $p < .001$

Because respondents who had not read the T&Cs could only indicate the extent to which they expected the T&Cs to be fair instead of actual fairness perceptions, we added a question about whether respondents had read at least part of the T&Cs (yes vs. no) as an additional factor in our analysis of subjective fairness. Thus, we investigated whether subjective fairness was affected by (1) presentation of the T&Cs, (2) fairness of the T&Cs, (3) product type and (4) readership.

Results show that non-readers expected T&Cs to be (reasonably) fair no matter the actual fairness[275] nor the way in which the T&Cs were presented (standard or in a summarised version)[276].

In contrast, readers' perceptions did depend on the actual fairness and presentation of the T&Cs. When the T&Cs were fair, readers perceived the summarised versions as fairer ($M_{summarised}$ = 3.86 and $M_{summarised\ w/\ icons}$ = 3.92) than the standard T&Cs ($M_{standard}$ = 3.74).[277] When the T&Cs were unfair, readers perceived the summarised versions as more unfair (M = 2.86 and M = 2.94) than the standard version (M = 3.40).[278] Thus, the fairness of the T&Cs appeared to be perceived more accurately when T&Cs were presented in a summarised version.[279]

We also compared the two types of summarised versions. In the case of the fair T&Cs, readers perceived the two summarised versions as equally fair.[280] In the case of the unfair T&Cs, readers perceived the summarised T&Cs without icons as slightly more unfair than the summarised T&Cs with icons.[281] There were no differences between products in all these effects.[282] Means of subjective fairness are displayed in Table 259.

Table 259 Subjective fairness

	Fair		Unfair	
	Non-readers (fairness expectations)	Readers (fairness perceptions)	Non-readers (fairness expectations)	Readers (fairness perceptions)
Standard T&Cs	3.56	3.74	3.32	3.40
Summarised T&Cs	3.49	3.86	3.31	2.86
Summarised T&Cs with icons	3.48	3.92	3.48	2.94

N = 7234 (all respondents)

On perceived legal fairness, we found similar results. When T&Cs were fair, summarised versions were perceived as legally fairer ($M_{summarised}$ = 4.00 and $M_{summarised\ w/\ icons}$ = 4.04) than standard T&Cs ($M_{standard}$ = 3.91).[283] When T&Cs were unfair, summarised versions

275 $ps > .076$

276 $ps > .603$

277 $ps < .013$

278 $ps < .001$

279 The three-way interaction that we explained in this paragraph (presentation of the T&Cs × fairness of the T&Cs × readership) is significant ($F(2, 14437) = 6.34$, $p = .002$).

280 $p = .186$

281 $p = .072$

282 $ps > .131$

283 $ps < .048$

were perceived as more legally unfair ($M_{summarised}$ = 3.02 and $M_{summarised\ w/\ icons}$ = 3.12) than standard T&Cs ($M_{standard}$ = 3.60).[284]

We also compared the two summarised versions. In the case of the fair T&Cs, the summarised versions were perceived as equal in legal fairness.[285] In the case of the unfair T&Cs, summarised T&Cs without icons were perceived as slightly more unfair than summarised T&Cs with icons.[286] Again, the fairness of the T&Cs appeared to be perceived more accurately when T&Cs were presented in a summarised version, particularly in the absence of icons.[287] Means of perceived legal fairness are displayed in Table 260.

Table 260 Perceived legal fairness

	Fair	Unfair
Standard T&Cs	3.91	3.60
Summarised T&Cs	4.00	3.02
Summarised T&Cs with icons	4.04	3.12

N = 6746 (readers only)

These relationships marginally significantly depended on product type.[288] For the ADSL Internet subscription, the differences that we found across presentation formats were present for both fair[289] and unfair[290] T&Cs. That is, fair summarised T&Cs were perceived as legally fairer than fair standard T&Cs and unfair summarised T&Cs were perceived as more legally unfair than unfair standard T&Cs. For consumer credit, the differences across presentation formats were only significant for unfair T&Cs[291], but not for fair T&Cs[292]. That is, there were no differences across T&Cs formats in the case of the fair T&Cs, but unfair summarised T&Cs were perceived as more legally unfair than the unfair standard T&Cs. The reasons for this difference across products are not clear. However, this finding is in line with the previous finding showing that, for fair T&Cs on consumer credit, the likelihood to buy from the seller did not depend on the presentation format (standard vs. summarised). Similar to what was discussed there, respondents may have been more careful/suspicious in evaluating all variants of the (fair) T&Cs because of the higher perceived risk and monetary costs for consumer credits, therefore not showing any difference across formats.

Comprehension of fairness

Summary: Respondents better recognized whether a term is fair or unfair in the summarised T&Cs than in the standard, long T&Cs.

To measure comprehension of fairness, respondents received four quiz questions. Each question contained a term from the T&Cs that had previously been presented to the

284 *p*s < .001

285 $p = .394$

286 $p = .019$

287 The two-way interaction that we explained in this paragraph (presentation of the T&Cs × fairness of the T&Cs) is significant ($F(2, 13473) = 67.61$, $p < .001$).

288 $F(2, 13473) = 2.99$, $p = .050$

289 $F(2, 13473) = 12.41$, $p < .001$

290 $F(2, 13473) = 41.44$, $p < .001$

291 $F(2, 13473) = 55.81$, $p < .001$

292 $F(2, 13473) = 1.06$, $p = .348$

respondent, followed by the request to indicate whether the term was fair or unfair from a legal perspective (1 = *fair*, 2 = *unfair*, 3 = *I don't know*). When T&Cs were fair, the correct answer for all terms and questions was "fair". When T&Cs were unfair, the correct question for three terms and questions was "unfair" but the fourth term was fair for variation. The fair term was the same as one of the fair terms. Moreover, each unfair term corresponded to a fair term (i.e., it was on the same issue as the fair term, but made unfair by changing its content).

Table 261 contains the quiz questions for the summarised T&Cs on consumer credit, including the percentage of total respondents choosing each answer (percentage corresponding to correct answer shown in green and bold). Table 262 contains the same information for the summarised T&Cs on the ADSL Internet subscription.

Unfair terms were recognized by a majority of respondents (ranging from 57% to 78%). Fair terms were not always identified as fair terms by a majority of respondents, particularly in the consumer credit T&Cs (correct identification ranged from 30% to 72%).

Table 261 Responses on quiz questions for consumer credit (correct answer in bold)

	Fair T&Cs				Unfair T&Cs			
		Fair	Unfair	I (really) don't know		Fair	Unfair	I (really) don't know
1	3. Interest rate Your interest rate is indicated in the Loan Agreement. If it is a fixed rate, then it will remain the same for the whole duration of the loan. If it is variable, then the interest rate will be adapted automatically when there is a change in the reference rate that is specified in the Loan Agreement.	**57.0%**	20.0%	30.0%	3. Interest rate Your interest rate is indicated in the Loan Agreement. If it is a fixed rate, then it will remain the same for the whole duration of the loan. If it is variable, then the interest rate will be adapted automatically when there is a change in the reference rate that is specified in the Loan Agreement. The interest rate may also be adapted in order to guarantee us sufficient profit.	24.2%	**56.6%**	19.2%
2	6. Early repayment You can fully reimburse your loan early at any time. You will have to pay the broken funding compensation if you have a fixed interest rate and if the early repaid amount exceeds €10.000. This compensation is 0.5% if one year or less of the term of the loan remains, and it is 1% if more than one year remains.	**30.3%**	48.3%	21.4%	6. Early repayment You can fully reimburse your loan early at any time. You will have to pay the broken funding compensation if you have a fixed interest rate and if the early repaid amount exceeds €10.000. This compensation is 0.5% if one year or less of the term of the loan remains, and it is 1% if more than one year remains.	**30.7%**	48.3%	21.0%
3	8. Our right to change the contract We can amend these Terms and Conditions in case of changes in technology, banking system, law or industry codes. You will be notified 2 months before the application of such changes. If the changes are not in your favour, you may terminate and repay the loan if you don't agree.	**38.2%**	43.7%	18.1%	8. Our right to change the contract We can amend these Terms and Conditions in case of changes in technology, banking system, law, industry codes or market conditions. The amended Terms and Conditions will be published on our website. You are deemed to review our terms and conditions regularly to verify any changes.	15.3%	**72.8%**	11.9%
4	10. Questions and Complaints For any questions or complaints you can contact	**65.1%**	14.5%	20.3%	10. Questions and Complaints For any questions or complaints you	19.7%	**69.2%**	11.1%

	us by telephone at 01234567 or by e-mail at complaints@bank.eu. If we cannot solve your complaint by direct negotiation, you can use the EU wide online dispute resolution platform, accessible at http://ec.europa;eu/consumers/odr/				can contact us by telephone at 01234567 or by e-mail at complaints@bank.eu. Our decision about a complaint will be final and you waive any right of recourse against such decision.			

N = 7228 (6 missings)

Table 262 Responses on quiz questions for an ADSL Internet subscription (correct answer in bold)

	Fair T&Cs				Unfair T&Cs			
		Fair	Unfair	I (really) don't know		Fair	Unfair	I (really) don't know
1	3. Duration of the contract Our contract is concluded for an initial period of 1 year from the activation of the Internet Service. Unless you terminate the contract with a notice of 30 days before the end of the initial period, our contract is automatically renewed for an indeterminate duration. After the initial contract period you can terminate the renewed contract at any time on 30 days' notice.	**60.2%**	25.0%	14.9%	3. Duration of the contract Our contract is concluded for an initial period of 1 year from the activation of the Internet Service. Unless you terminate the contract with a notice of 30 days before the end of the initial period, our contract is automatically renewed for an indeterminate duration. After the initial contract period you can terminate the renewed contract at any time on 30 days' notice.	**58.7%**	27.9%	13.2%
2	7. Your rights in case of bad service If your access to the Internet Service is materially interrupted, we will provide reasonable compensation, such as discount or credits on the use of the service. You can terminate the contract immediately without a termination fee when the Internet Service is materially interrupted or suspended for 2 consecutive days for reasons attributable to us.	**61.5%**	21.3%	17.2%	7. Your rights in case of bad service The Internet Service is provided "as is", without any guarantee regarding availability or performance. You can terminate the contract immediately without a termination fee when the Internet Service is materially interrupted or suspended for 10 consecutive days for reasons attributable to us. In case of disruption of the Internet Service your sole remedy will be service credits granted by us.	24.0%	**58.1%**	17.8%
3	8. Our right to change the contract We may change the characteristics, the	**49.5%**	34.7%	15.7%	8. Our right to change the contract We may change the characteristics, the	11.8%	**78.1%**	10.1%

	conditions or the charges for the Internet Service because of evolving technology, market conditions or the requirements for quality or security of the Internet Service. The charges may only be increased after the end of the agreed initial period. We will notify the changes to you by email, at least 30 days before the application thereof. If the changes are not in your favour, you may terminate the contract within 30 days after the notification of the changes. You must pay the charges until that date.				conditions or the charges for the Internet Service at our discretion. Changes will be posted online. You are deemed to have accepted all changes when these have been posted.			
4	11. Applicable law and competent courts The contract is governed by the law of the country where you have your residence, and the courts of your country will be competent to settle any disputes between us.	**72.3%**	9.7%	18.1%	11. Applicable law and competent courts The contract is governed by the law of the country where we have our headquarters. Any disputes between us will be exclusively submitted to our internal arbitration.	21.7%	**61.0%**	17.4%

N = 7228 (6 missings)

We computed the total number of correct questions for each participant (ranging from 0 to 4; 0 = no questions correct, 4 = all questions correct). Means are displayed in Table 263. For both products, comprehension of fairness was higher in the case of summarised versions than in the case of standard T&Cs, both for unfair and fair T&Cs.[293] Thus, respondents were better able to recognize whether a term was fair or unfair in the summarised T&Cs than in the standard, long T&Cs. Comprehension was as high for the summarised version without icons as for the summarised version with icons.[294]

Table 263 Number of correct answers

	Consumer credit		ADSL Internet subscription	
	Fair	Unfair	Fair	Unfair
Standard T&Cs	1.63	2.19	1.90	2.37
Summarised T&Cs	2.04	2.38	2.72	2.66
Summarised T&Cs with icons	2.05	2.32	2.68	2.65

N = 7228 (for each product; 6 missings per product)

5.4.2.1. Differences across consumer groups

Summary: Both experts and non-experts in consumer law were more likely to buy from sellers with fair T&Cs than from sellers with unfair T&Cs, but this difference was smaller for experts. The more respondents trusted other people, the more likely they were to buy from sellers with both fair and unfair T&Cs. The effects of the presentation and fairness of the T&Cs on the intention to buy from a seller did not depend on the respondent's trust in others.

In the post-experiment questionnaire, we measured whether respondents were experts in consumer law. Experts may be better able to identify unfair terms. First, respondents were asked whether they were familiar with consumer law (1 = *no*, 2 = *yes*). Respondents who indicated that they were familiar with consumer law were then asked whether they had studied consumer law or had a job related to consumer law (1 = *no*, 2 = *yes*).

Interestingly, 46.5% of respondents considered themselves to be familiar with consumer law. However, only 14.8% of these had actually studied consumer law or had jobs related to consumer law (6.9% of the total sample). We encoded respondents who had studied consumer law or had a job related to consumer law as "experts" and other respondents as "non-experts".

The separate and combined effects of presentation and fairness of the T&Cs on comprehension of the legal fairness of terms depended on being an expert.[295] Most relevant is that summarising the T&Cs increased comprehension of the legal fairness of terms for non-experts (that is, non-experts' comprehension scores were higher when T&Cs were summarised than when T&Cs were standard[296]), but summarising the T&Cs

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293 *ps* < .007. Significant two-way interactions for both products (presentation of the T&Cs × fairness of the T&Cs; *Fs* >10.02, *ps* < .001) indicate that the differences are larger on fair T&Cs.

294 *ps* > .200

295 *Fs* > 3.10, *ps* < .045

296 *ps* < .007

mostly did not change comprehension scores of experts. Thus, as far as comprehension of the legal fairness of terms is concerned, summarising the T&Cs was only beneficial for non-experts.[297]

The effect of the fairness of the T&Cs on intention to buy depended on being an expert ().[298] When T&Cs were fair, 41% of non-experts intended to buy from the seller; when T&Cs were unfair, only 26.4% of non-experts intended to buy from the seller.[299] For experts, this difference is much smaller (though it still exists): When T&Cs were fair, 52% of experts intended to buy from the seller; when T&Cs were unfair, 44.4% intended to buy from the seller.[300] Percentages are displayed in Table 264.

Table 264 Differences between experts and non-experts in intention to buy from a seller

	Non-experts	Experts
Fair	41.0%	52.0%
Unfair	26.4%	44.4%

N = 7234 (all respondents)

One potential reason why so many experts were willing to buy from a seller with unfair T&Cs could be their awareness that unfair terms are not binding on them under consumer law. In this connection, in the post-questionnaire we also measured whether respondents felt **protected by consumer law** when choosing and buying goods and services. Indeed, experts felt more protected by consumer law (M = 4.79) than non-experts (M = 4.03).[301] Moreover, feeling protected by consumer law was positively related to intention to buy: The more respondents felt protected by consumer law, the more likely they were to (intend to) buy from the seller.[302]

Interestingly, despite feeling protected by consumer law (and possibly knowing that unfair terms were not binding anyway), experts seemed to read the T&Cs more thoroughly than non-experts. More experts (95.6%) than non-experts (93.1%) indicated that they read at least some part of the T&Cs.[303] Moreover, experts indicated that they read a larger part of the T&Cs than non-experts[304], although this depended on the presentation format[305]. Experts only indicated reading a larger part of the T&Cs when T&Cs were presented in the standard, long format[306], but not when the T&Cs were summarised[307] (Table 265). As such, 34.8% of experts versus 21.2% of non-experts read all of the standard T&Cs, while this difference decreased to 6.7% (54.3% vs. 47.6%) for summarised T&Cs and 3.7% (51.6% vs. 47.9%) for summarised T&Cs with icons. It

297 Except for unfair T&Cs on an ADSL Internet subscription, for which experts' comprehension scores are lower when T&Cs are standard than when T&Cs are summarised without icons (p = .039), though not when T&Cs are summarised with icons (p = .394).

298 $F(1, 14456) = 5.08$, $p = .024$

299 $p < .001$

300 $p = .008$. Effects did not significantly depend on the presentation format.

301 $F(1, 14463) = 316.22$, $p < .001$

302 $F(1, 14466) = 241.21$, $b = 0.22$, $p < .001$

303 $F(1, 14456) = 4.98$, $p = .026$

304 $F(3, 14432) = 8.78$, $p < .001$

305 $F(6, 14432) = 2.55$, $p = .018$

306 $F(3, 4800) = 9.38$, $p < .001$

307 $Fs < 1.74$, $ps > .157$

should be noted that time measured in seconds also indicated that experts read larger parts of the T&Cs (i.e., they spent more time on the T&Cs) than non-experts. However, this time this was also the case for the two summarised versions[308], with the exception of unfair summarised versions without icons, for which the difference between experts and non-experts as regards the time spent on the T&Cs was not significant[309].

Table 265 Differences between experts and non-experts in readership

	Standard T&Cs		Summarised T&Cs		Summarised T&Cs with icons	
	Non-expert	Expert	Non-expert	Expert	Non-expert	Expert
Not at all	10.0%	4.6%	5.4%	3.4%	5.4%	5.1%
Scanned	38.1%	34.4%	22.5%	20.2%	21.7%	20.9%
More than half	30.7%	26.6%	24.5%	22.0%	25.0%	22.5%
Read all	21.2%	34.8%	47.6%	54.3%	47.9%	51.6%

N = 7234 (all respondents)

We also measured **general perceptions of trust in others**. Respondents were asked to indicate on a 7-point scale whether they thought that most people can be trusted or that you cannot be too careful when dealing with people (1 = *you cannot be too careful*, 7 = *most people can be trusted*). We expected that respondents who trust other people (which include sellers) would read the T&Cs less thoroughly and, therefore, reject unfair T&Cs less often.

Contrary to our expectations, trust in others had a positive relationship with readership: The more respondents indicated that they trust other people, the more thoroughly they read the T&Cs.[310] In line with the expectations, higher trust in others was associated with being more likely to buy from a seller[311], no matter whether the T&Cs were fair or unfair[312]. Thus, the more respondents trusted other people, the more likely they were to (intend to) buy from sellers with fair T&Cs and from sellers with unfair T&Cs.[313]

5.4.3. Differences across countries

Summary: regarding the intention to buy from the seller and the perceived legal fairness, in all countries respondents better distinguished between fair and unfair T&Cs when T&Cs were summarised. Respondents distinguished less well between fair and unfair T&Cs in the standard form (in some countries, they made no distinction at all) compared to when

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308 Fs > 5.80, ps < .016

309 $F(1, 14406) = 2.00$, $p = .158$

310 $F(3, 14462) = 4.53$, $p = .004$

311 $F(1, 14456) = 214.28$, $p < .001$

312 $F(1, 14456) = 0.01$, $p = .931$

313 The effect of fairness of the T&Cs was not influenced by the general perceptions of trust in others (as also described in the text), the effect of presentation of the T&Cs was not influenced by the general perceptions of trust in others and the presentation × fairness of the T&Cs interaction was not influenced by the general perceptions of trust in others (ps > .205). Thus, the variable general perceptions of trust in others did not moderate the effects we previously found on the intention to buy from the seller.

T&Cs were summarised. There were no country differences in the effects that were previously found on readership.

We examined whether there were country differences in the effects of the presentation of the T&Cs, fairness of the T&Cs and product category on the intention to buy from the seller. Previously, we found that the difference between fair and unfair T&Cs in the intention to buy was larger for summarised versions than for standard (long) T&Cs (when T&Cs were summarised, respondents seemed better able to distinguish between fair and unfair T&Cs). The current analysis shows that this effect was not the same for all countries.[314] Table 266 displays the results per country.

In all countries, respondents clearly distinguished between fair and unfair T&Cs when T&Cs were summarised. In other words, in the case of the summarised T&Cs, fewer respondents intended to buy from the seller when T&Cs were unfair compared to when they were fair.[315] Moreover, in all countries, respondents distinguished less well between fair and unfair standard T&Cs compared to when T&Cs were summarised. Furthermore, in some countries respondents did not distinguish between fair and unfair standard T&Cs at all. In other countries, they did make a distinction, but it was smaller than in the case of the summarised T&Cs. Specifically, in Finland, France, Greece, the Netherlands, Poland and Portugal, respondents were equally likely to buy from the seller when standard T&Cs were unfair as when standard T&Cs were fair. However, in Bulgaria and Germany, respondents were less likely to buy from the seller when standard T&Cs were unfair than when standard T&Cs were fair (but the distinction was smaller than for the summarised versions).

Table 266 Intention to buy from seller across countries

		Fair	Unfair	*p*
Bulgaria	Standard T&Cs	45.3%	35.0%	**.011**
	Summarised T&Cs	45.7%	26.2%	**< .001**
	Summarised T&Cs with icons	51.6%	28.6%	**< .001**
Finland	Standard T&Cs	27.3%	26.7%	.854
	Summarised T&Cs	29.9%	12.7%	**< .001**
	Summarised T&Cs with icons	36.2%	16.2%	**< .001**
France	Standard T&Cs	36.0%	32.3%	.344
	Summarised T&Cs	41.7%	26.5%	**< .001**
	Summarised T&Cs with icons	38.1%	30.1%	**< .001**
Germany	Standard T&Cs	30.8%	22.8%	**.028**
	Summarised T&Cs	41.7%	17.0%	**< .001**
	Summarised T&Cs with icons	34.4%	18.4%	**< .001**
Greece	Standard T&Cs	54.1%	49.7%	.283
	Summarised T&Cs	52.0%	32.1%	**< .001**

[314] $\chi^2 = 59.13$, $p < .001$. There was no four-way interaction (presentation of the T&Cs × fairness of the T&Cs × product × country), so this effect did not depend on product (in other words, the effect was the same for the two products). There were also no other interactions containing both product and country, so country differences were not affected by the type of product (*p*s > .346).

[315] *p*s < .001

	Summarised T&Cs with icons	58.1%	37.9%	**< .001**
Netherlands	Standard T&Cs	37.2%	33.3%	.321
	Summarised T&Cs	41.1%	18.3%	**< .001**
	Summarised T&Cs with icons	40.7%	24.8%	**< .001**
Poland	Standard T&Cs	32.5%	27.3%	.171
	Summarised T&Cs	32.7%	15.1%	**< .001**
	Summarised T&Cs with icons	40.7%	23.5%	**< .001**
Portugal	Standard T&Cs	54.0%	46.7%	.073
	Summarised T&Cs	55.7%	29.2%	**< .001**
	Summarised T&Cs with icons	45.1%	33.3%	**< .001**

N = 7234 (all respondents)

We also examined whether (effects on) the readership of the T&Cs depended on country. There was only a difference across countries in the percentage of respondents who indicated that they had read at least part of the T&Cs[316]; there were no country differences in the effects of the presentation of the T&Cs, fairness of the T&Cs, type of product and their interactions. The percentage of respondents who indicated that they had read at least part of the T&Cs per country can be found in Table 267. The Netherlands had the lowest percentage of respondents indicating that they had read (part of) the T&Cs (89.9%); Poland had the highest percentage (96.1%). Note that this is a self-reported measure, and therefore, it is not clear whether the T&Cs were actually read less in the Netherlands and more in Poland.

Table 267 also displays the time spent by respondents on the T&Cs page. Again, there were country differences on this variable[317], but there were no country differences in the effects of presentation of the T&Cs, fairness of the T&Cs, type of product and their interactions on the time spent on reading the T&Cs. In Bulgaria, respondents spent most time on the T&Cs (157 seconds); in Portugal and Finland, respondents spent the least amount of time.

Table 267 Having read at least part of the T&Cs (self-reported) and time spent on the T&Cs across countries

	Having read (part of) the T&Cs	Time spent on the T&Cs (in seconds)
Poland	96.1%	143.16
Bulgaria	95.0%	157.13
Greece	95.0%	115.03
Portugal	94.9%	102.56
France	92.3%	150.50
Germany	91.7%	150.23
Finland	91.3%	103.25
Netherlands	89.9%	131.24

N = 7234 (all respondents)

316 $\chi^2 = 14.44$, $p = .044$

317 $F(7, 14324) = 24.05$, $p < .001$

The effect that we found on *subjective fairness* was not influenced by country.[318] In other words, the effect we previously found was the same across countries.

There were, however, country differences in the effects of presentation and fairness of the T&Cs on *perceived legal fairness*.[319] On summarised T&Cs, respondents in all countries clearly distinguished between fair and unfair T&Cs, perceiving fair T&Cs as legally fairer than unfair T&Cs. On standard T&Cs, this difference was smaller (respondents were less able to distinguish between fair and unfair T&Cs) and sometimes not significant. Specifically, when T&Cs were standard, respondents in Finland, Germany and Greece did not distinguish between fair and unfair T&Cs in their perceptions of legal fairness (they perceived fair and unfair T&Cs as equally fair). Respondents in Bulgaria, France, the Netherlands, Poland and Portugal did still distinguish between fair and unfair T&Cs when T&Cs were standard. Moreover, in all countries unfair T&Cs were perceived as more legally unfair when summarised than when in standard (long) format. However, fair T&Cs were perceived as more legally fair when summarised than when in standard format only in Germany and Poland. For all other countries, summarising fair T&Cs did not alter perceptions of legal fairness. This suggests again that the perceived legal fairness differences between the summarised and standard versions of T&Cs mainly occur when T&Cs are unfair. Means of legal fairness across countries are displayed in Table 268.

Table 268 Perceived legal fairness across countries

		Fair	Unfair	*p*
Bulgaria	Standard T&Cs	3.61	3.36	**.050**
	Summarised T&Cs	3.78	2.82	**< .001**
	Summarised T&Cs with icons	3.72	2.81	**< .001**
Finland	Standard T&Cs	3.80	3.60	.122
	Summarised T&Cs	3.73	2.77	**< .001**
	Summarised T&Cs with icons	3.95	2.95	**< .001**
France	Standard T&Cs	4.17	3.86	**.017**
	Summarised T&Cs	4.12	3.61	**< .001**
	Summarised T&Cs with icons	4.17	3.56	**< .001**
Germany	Standard T&Cs	3.71	3.49	.095
	Summarised T&Cs	4.13	2.68	**< .001**
	Summarised T&Cs with icons	3.88	2.91	**< .001**
Greece	Standard T&Cs	4.10	3.86	.060
	Summarised T&Cs	3.92	3.18	**< .001**
	Summarised T&Cs with icons	4.10	3.32	**< .001**
Netherlands	Standard T&Cs	4.06	3.69	**.006**
	Summarised T&Cs	4.24	3.00	**< .001**
	Summarised T&Cs with icons	4.24	3.24	**< .001**
Poland	Standard T&Cs	3.81	3.38	**.001**

[318] $F(14, 14276) = 0.63$, $p = .840$. That is, there was no four-way interaction.

[319] $F(14, 13396) = 1.96$, $p = .017$

	Summarised T&Cs	3.94	2.86	**< .001**
	Summarised T&Cs with icons	4.23	2.90	**< .001**
Portugal	Standard T&Cs	4.06	3.63	**.001**
	Summarised T&Cs	4.17	3.24	**< .001**
	Summarised T&Cs with icons	4.05	3.28	**< .001**

N = 6746 (readers only)

Comprehension of fairness differed across countries.[320] Means of comprehension of fairness can be found in Table 269. In Portugal, comprehension scores were the highest; in France and Finland they were the lowest. On consumer credit T&Cs, there were also country differences in the effect of the presentation of the T&Cs on the comprehension of fairness.[321] Specifically, comprehension scores were always higher on (one of the) summarised versions compared to the standard (long) T&Cs, except in Bulgaria. This difference across countries was not present in the case of ADSL Internet subscription T&Cs.[322] Moreover, whereas in most countries comprehension scores were higher on unfair T&Cs than on fair T&Cs, in some countries comprehension scores on fair T&Cs were as high as comprehension scores on unfair T&Cs.[323] Specifically, comprehension scores on the consumer credit T&Cs were as high when they were fair compared to unfair in Portugal; comprehension scores on the ADSL Internet subscription T&Cs were as high when they were fair compared to unfair in Portugal, Bulgaria and France. There were no country differences in the presentation of the T&Cs × fairness of the T&Cs interactions (no three-way interactions).[324]

Table 269 Comprehension of fairness across countries

	Consumer credit	ADSL Internet subscription
Bulgaria	2.16	2.61
Finland	1.93	2.26
France	1.87	2.31
Germany	2.19	2.53
Greece	2.04	2.54
Netherlands	2.29	2.48
Poland	2.01	2.60
Portugal	2.31	2.65

N = 7228 respondents (for each product; 6 missings per product)

320 *F*s > 11.76, *p*s < .001

321 $F(14, 7180) = 1.75$, $p = .040$

322 $F(14, 7180) = 0.98$, $p = .468$

323 *F*s > 6.10, *p*s < .001

324 *F*s < 1.45, *p*s > .121

6. EXPERIMENT 3 – THE INFLUENCE OF DURABILITY AND REPARABILITY INFORMATION

6.1. Introduction

The goal of Experiment 3 was to answer the following research question: ***Does the presence of durability and reparability information influence consumers' choices?***

The lifespan of many consumer product groups has decreased over the last years. Apart from the need to replace appliances that no longer function as required, consumers purchase new appliances to benefit from the latest technological innovations. This is the case even when it comes to large household appliances, like refrigerators. Consequently, manufacturers may test their product less comprehensively or design products in a way that do not allow repair. Also, spare parts may be unavailable or costs of repair can be excessive. Some reports also point to the practices of programmed failures after limited usage (so-called "planned obsolescence")[325], although a recent study on the lifetime of electrical appliances[326] could not find evidence of such planned obsolescence practices by the manufacturers. Under the Ecodesign Directive[327], some first steps have been taken to introduce minimum durability requirements for products, i.e. for vacuum cleaners and lightbulbs, but no such requirements exist for other products.

More transparency about a product's lifetime could help consumers to orient themselves towards more durable products. Current EU consumer legislation does not impose a general obligation on traders to display information on durability and reparability of goods. Such information is also rarely provided in practice – with the exception of a limited number of product categories. However, consumers appear interested in receiving such information and indicate that such information should be provided. For example, in a Eurobarometer survey, 92% of the respondents agreed that the lifespan of products available on the market should be indicated.[328]

Providing durability and reparability information might have important benefits. In the "zero waste programme for Europe", the Commission aims to reduce waste.[329] Additionally, in December 2015, the Commission adopted an EU action plan for the circular economy and revised legislative proposals on waste.[330] Continuously replacing

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325 For example, BEUC (2015). Durable goods: More sustainable products, better consumer rights: consumer expectations from the EU's resource efficiency and circular economy agenda, BEUC-X-2015-069, http://www.beuc.eu/publications/beuc-x-2015-069_sma_upa_beuc_position_paper_durable_goods_and_better_legal_guarantees.pdf

326 Lifetime of electrical appliances becoming shorter and shorter (15 February 2016). Umwelt Bundesamt. Retrieved from http://www.umweltbundesamt.de/en/press/pressinformation/lifetime-of-electrical-appliances-becoming-shorter

327 http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32009L0125&from=EN.

328 European Commission (2013). Flash Eurobarometer 367 - Attitudes of Europeans towards building the single markets for products

329 European Commission (2014).Towards a circular economy: A zero waste programme for Europe. Document 52014DC0398. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52014DC0398&from=EN

330 Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions. Closing the loop – An EU action plan for the Circular Economy. Retrieved from http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52015DC0614

products earlier than necessary means high financial costs to consumers as well as high environmental costs.[331] If information about durability and reparability of products was provided, it would be easier for consumers to take these factors into consideration when buying products, potentially rewarding manufacturers of more durable and reparable products. Manufacturers could then become more motivated to improve the durability and reparability of their products, resulting in longer lasting and more reparable goods, and so, less waste. On 30 November 2016, as part of the package "Clean Energy for All Europeans", a new Ecodesign Working Plan was published which sets out the Commission's working priorities under the Ecodesign and energy labelling framework for 2016-2019.[332] With this new working plan, the Commission will explore the possibility of establishing more product-specific and/or horizontal requirements in areas such as durability (e.g., minimum lifetime of products or critical components) and reparability (e.g., availability of spare parts and repair manuals, design for repair).

To test the impact of durability and reparability information on consumer choices, the current experiment tested the following ***hypotheses***:

1. Consumers more often select and have a higher willingness to pay for more (versus less) durable products when information on durability is present.
2. The size of this effect may depend on how durability information is presented. One could argue that, based on research on the numerosity heuristic[333,334], minimum lifetime information would have a bigger impact on consumer choice if it is framed in units (e.g., 3000 washing cycles) as compared to years (e.g., 4 years), because the former often has much greater numbers, and hence may be viewed as representing a longer lifetime. Also, a recent study for the European Economic and Social Committee[335] suggests that minimum lifetime information has a bigger impact on consumer choice if it is framed in terms of usage units compared to years.
3. Consumers more often select and have a higher willingness to pay for more (versus less) reparable products when information on reparability is present.
4. This effect is even greater when reparability information is expressed in terms of costs of spare parts than when it is expressed in terms of availability of spare parts.

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331 Baldé, C.P., Wang, F., Kuehr, R. Huisman, J. (2015). The global e-waste monitor – 2014, United Nations University, IAS – SCYCLE, Bonn, Germany. Retrieved from http://i.unu.edu/media/unu.edu/news/52624/UNU-1stGlobal-E-Waste-Monitor-2014-small.pdf.

332 European Commission (2016) Commission proposes new rules for consumer centred clean energy transition. Retrieved from https://ec.europa.eu/energy/en/news/commission-proposes-new-rules-consumer-centred-clean-energy-transition; COM(2016) 773: Communication from the Commission. Ecodesign Working Plan 2016-2019. Retrieved from http://ec.europa.eu/energy/sites/ener/files/documents/com_2016_773.en_.pdf

333 Pelham, B. W., Sumarta, T. T., & Myaskovsky, L. (1994). The easy path from many to much: The numerosity heuristic. Cognitive Psychology, 26, 103-133.

334 Numerosity heuristic: people sometimes judge amount or likelihood on the basis of the number of units into which a stimulus is divided without fully considering other important variables (e.g., the size of the units). This happens especially when people's cognitive resources are limited.

335 European Economic and Social Committee (2016). The Influence of Lifespan Labelling on Consumer. ILLC study. Retrieved from http://www.eesc.europa.eu/resources/docs/16_123_duree-dutilisation-des-produits_complet_en.pdf

6.2. Methodology

Experiment 3 investigated if respondents would indeed take durability and reparability information into consideration if such information were provided; that is, whether such information would influence their purchasing behaviour. Although it may seem likely that this is the case, it is still possible that such information does not influence consumers' choices, since it only adds to – and perhaps disappears in – the sea of information consumers are already typically faced with.

This experiment was conducted online in one experimental session, bundled with another experiment (Experiment 2 concerning standard Terms and Conditions). The order of the experiments changed at random: while about half of all respondents first took part in Experiment 3, the other half first took part in Experiment 2. Both experiments were conducted in eight countries: Finland, Poland, Bulgaria, the Netherlands, Germany, France, Portugal and Greece. In total, about 900 respondents from the GfK consumer panel participated in the experiment in each country, resulting in a total sample size of 7,234 respondents.

6.2.1. Product choice

Experiment 3 dealt with durable consumer goods in three sectors – large consumer goods, medium-sized consumer goods and small consumer goods, namely:

- Large consumer good – Washing machine.
- Medium sized consumer good – TV.
- Small sized consumer good – Smartphone.

According to BEUC[336], washing machines, TVs, and smartphones are examples of types of goods that typically break shortly after the end of the guarantee period and cannot be repaired. Eurostat also highlights that washing machines, televisions and mobile phones are among the most popular household goods in Europe.

6.2.2. Design of the experiment

The experimental design was a 3 (durability information) x 3 (reparability information) x 3 (product category) mixed-factorial design. Product category was manipulated within subjects, which means that each respondent went through the experiment three times, each time with a different product category (the order of product types was counterbalanced). The durability and reparability manipulations together resulted in nine experimental conditions.

6.2.3. Manipulations and procedure

Respondents were presented with situations in which they were looking for a certain product (three situations in total: one with TVs, one with washing machines and one with smartphones). In each situation, respondents were presented with six products within the given product category. The product information was presented in a product-attribute matrix (see Figure 78 for an example). This closely resembles how product information is typically presented to consumers when they compare consumer electronics and

[336] BEUC (2015) Durable goods: More sustainable products, better consumer rights: consumer expectations from the EU's resource efficiency and circular economy agenda, BEUC-X-2015-069, http://www.beuc.eu/publications/beuc-x-2015-069_sma_upa_beuc_position_paper_durable_goods_and_better_legal_guarantees.pdf

appliances online, but also more generally reflects situations in which consumers are exposed to relatively large amounts of product information at once.

The products varied by brand (fictitious) and price and, more importantly, by durability and reparability (when respective information was present). Depending on the condition the respondent was in, the durability and reparability information was absent or present and, if the information was present, it was presented in one of two ways (further explained on the next page).

Figure 78 Example of a purchase situation in Experiment 3

	WatchME	Screenio	yourTV	VAE	Clear	Mimasu
Smart TV	No	Yes	Yes	Yes	Yes	Yes
Screen size	40 inch	42 inch	42 inch	42 inch	42 inch	48 inch
Image quality	Full HD	Full HD	Full HD	Full HD	Full HD	Ultra HD 4K
Resolution	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	3840 x 2160 pixels
Motion rate	100 Hz	200 Hz	200 Hz	400 Hz	400 Hz	900 Hz
Energy efficiency class	A	A+	A+	A+	A+	A+
On-mode power consumption	59W	52W	51W	52W	50W	67W
USB ports	1	2	2	2	2	3
HDMI ports	2	3	3	2	2	4
Audio power (RMS)	2 x 7W	2 x 10W	2 x 10W	2 x 10W	2 x 10W	2 x 15W
Dimensions (with stand) (W x H X D)	90 x 56 x 20 cm	97 x 61 x 29 cm	98 x 63 x 20 cm	97 x 62 x 26 cm	96 x 63 x 27 cm	109 x 68 x 26 cm
Minimum lifetime	7 years	5 years	5 years	9 years	9 years	7 years
Availability of spare parts	7 years	5 years	9 years	5 years	9 years	7 years
Price	€289	€339	€449	€479	€529	€579

The experiment focused on the effects of durability and reparability information. To be able to examine which effects are due to durability and which effects are due to reparability, these factors were manipulated separately. In this way, we could investigate both the individual effects of presenting durability and reparability information as well as their combined effect.

Because the experiment focused on the effects of the presence of durability and reparability information, the experiment contained conditions in which such information was absent and conditions in which such information was present. Moreover, we know from literature that the way in which such information is presented influences respondents' product choices.[337] Therefore, in conditions in which the durability or reparability information was present, we manipulated how this information was presented.

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337 See, for example, Tangari, A. H., & Smith, R. J. (2012). How the Temporal Framing of Energy Savings Influences Consumer Product Evaluations and Choice. Psychology and Marketing, 29, 198–208. doi:10.1002/mar.20515

The first factor we manipulated was the presence of **durability information**. This information was presented as the minimum lifetime of the product. However, in one condition this information was presented in years and in another it was presented in usage units. As such, there were three conditions of the presence of durability information: (1) *absent*,(2) *presented in years*, (3) *presented in units*. Usage units were product-specific units, namely washing cycles for washing machines and hours of use for TVs and smartphones. The comparison of condition 1 (in which durability information was absent) with conditions 2 and 3 (in which durability information was present) shows the effect of the *presence* of durability information. The comparison between conditions 2 and 3 shows the effect of the *presentation* of durability information (framing effect).

The second factor we manipulated was the presence of **reparability information**. This information was presented either in terms of the availability of spare parts or in terms of the estimated average costs of spare parts, resulting in the following conditions: (1) *absent*, (2) *availability of spare parts*, (3) *costs of spare parts*. When making purchase choices, consumers generally rely more on information on financial costs than on other types of information.[338] As such, reparability information may become more important to respondents when expressed as financial costs. Note that in both cases, the precise operationalisations were product-specific, since, for example, TVs contain different key spare parts than washing machines. The comparison of condition 1 (in which reparability information is absent) with conditions 2 and 3 (in which reparability information is present) shows the effect of the *presence* of reparability information. The comparison between conditions 2 and 3 will shows the effect of the *presentation* of reparability information.

Table 270 shows the specific variants of durability and reparability information used in the experiment. The specific levels were selected based on desk research to reflect realistic minimum lifetimes, periods of availability and costs of key spare parts for the three product types.

Table 270 Durability and reparability information used in the experiment

Information type	Operationalisation	Low level[a]	High level[a]
Washing machines			
Durability information			
Presented in years	Miminum lifetime	5 years	11 years
Presented in units	Miminum lifetime (number of washing cycles)*	1050 cycles	2300 cycles
Reparability information			
Availability of spare	Availability of spare parts	5 years	11 years
Costs of spare parts	Estimated average costs of spare	€106	€45
TVs			
Durability information			
Presented in years	Miminum lifetime	5 years	9 years
Presented in units	Miminum lifetime (hours of use)**	3650 hours	6550 hours
Reparability information			
Availability of spare	Availability of spare parts	5 years	9 years
Costs of spare parts	Estimated average costs of spare	€87	€48

338 See, for example, Heinzle, S. L. (2012). Disclosure of energy operating cost information: A silver bullet for overcoming the energy-efficiency gap? Journal of Consumer Policy, 35, 43-64.

Smartphones			
Durability information			
Presented in years	Miminum lifetime	1 year	3 years
Presented in units	Miminum lifetime (hours of active	1025 hours	3000 hours
Reparability information			
Availability of spare	Availability of spare parts	2 years	6 years
Costs of spare parts	Estimated average costs of spare	€107	€35

[a] These correspond to the "low" and "high" levels in Tables 273-277.

* based on the average use of 4 washing cycles/week

** based on the average use of 2 hours/day

*** based on the average use of 2 hours and 45 minutes/day

6.2.4. Outcome measures

The key outcome measures are:

- Product choice
- Willingness to pay (per product)

Respondents had to choose one of the products and indicate their willingness to pay for each of the six products (i.e., they had to indicate how much they would want to pay for each of the six product options presented to them). Note that both the durability and reparability of each of the six products was manipulated (within respondents, between products) so that willingness to pay could be linked to the declared durability and reparability of products when the information was present.

6.2.5. Post-experiment questionnaire

A *post-experiment questionnaire* measured relevant variables and respondent characteristics.[339] We asked ***how easily respondents would replace the product with a new one***. The less easily they would do this, the more relevant durability and reparability information might be for these respondents. We also measured respondents' awareness of the durability and/or reparability indicator they saw in the experiment.

Regarding respondent characteristics, we measured ***consumer assertiveness*** in two ways: (1) via the Consumer Assertiveness Scale[340] and (2) by directly asking whether respondents would make a complaint to the retailer or manufacturer if they experienced a problem with a product for which they had a legitimate cause for complaint. Consumer assertiveness may be relevant in several ways. On the one hand, assertive respondents may look for more product information, including durability and reparability information. On the other hand, assertive respondents are more likely to complain when a product breaks down. As a result, durability and reparability can actually become less relevant for

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339 Note that respondent variables, such as consumer assertiveness, cannot confound the result (i.e., cannot explain the difference between conditions), because respondents were randomly assigned to conditions. Consequently, such respondent characteristics are also randomly divided across conditions.

340 Polyorat, K., Jung, J. M., & Hwang, Y.Y. (2013). Effects of self-construals on consumer assertiveness/aggressiveness: Evidence from Thai and U.S. samples. *Journal of Cross-Cultural Psychology*, *44*, 738-747. Scale adapted from Richins M. L. (1983). An analysis of consumer interaction styles in the marketplace. *Journal of Consumer Research, 10*, 73-82.

them, as they are confident that if something happens to the product, they will be able to have it repaired. Either way, because consumer assertiveness may affect respondents' responses to durability and reparability information, it is a relevant respondent characteristic to take into consideration.

Another relevant respondent characteristic that we measured was ***pro-environmental self-identity*** based on a scale by Whitmarsh and O'Neill (2010)[341]. Respondents who care about behaving in an environmentally-friendly and sustainable way might also place more value in durability and reparability, and hence, show a preference for products with a higher durability and/or reparability. As such, this is a relevant respondent characteristic to take into account.

Finally, we measured the respondent's ***financial situation*** by asking respondents to indicate the difficulty of making ends meet.[342] We also measured agreed socio-demographics, such as gender, age, level of education, financial status and work status.

6.3. Sample statistics

Experiment 3 was completed by 7,234 respondents from the GfK consumer panel (M_{age} = 46.25, *SD* = 14.79, range: 18-99; 49.8% female). The socio-demographic make-up of the sample regarding gender, age, education, work status, and financial situation is displayed in Table 271. The socio-demographic make-up per country regarding gender and age can be found in Table 272.

The included respondents were a representation of the national population of consumers aged 18+ in the respective countries. In order to ensure this, quotas were set on age (based on three age groups: 18-34, 35-54, and 55+) and gender. Furthermore, when recruiting sample from the panel, a spread of education, work status and financial situation was taken into account. No quotas on these variables were set, due to a lack of quota target data. The resulting sample may differ from the general population. As such, more people with a higher education are included than the EU average[343].

Table 271 Socio-demographics in Experiment 3

Variable		Percentage
Age	18 - 34 years	26.8%
	35 - 54 years	36.5%
	55 - 99 years	36.7%
Gender	Female	49.8%
	Male	50.2%
Education	Elementary (primary) school or less	1.4%
	Some high (secondary) school	6.2%

341 Whitmarsh, L., & O'Neill, S. (2010). Green identity, green living? The role of pro-environmental self-identity in determining consistency across diverse pro-environmental behaviours. *Journal of Environmental Psychology, 30*, 305-314.

342 EU Statistics on Income and Living Conditions (EU-SILC).

343 Eurostat. Educational attainment statistics 2016. Retrieved from: http://ec.europa.eu/eurostat/statistics-explained/index.php/Educational_attainment_statistics

	Graduation from high (secondary) school	33.6%
	Graduation from college, university or other third-level institute	34.1%
	Post-graduate degree (Masters, PhD) beyond initial college degree	17.2%
	Still studying full-time	3.6%
	Other qualification	2.9%
	Refusal	1.0%
Work status	Self-employed	11.3%
	Manager	8.0%
	Other white collar	29.3%
	Blue collar	14.1%
	Student	5.4%
	House-person and other not in employment	5.4%
	Seeking a job	7.1%
	Retired	19.3%
Financial situation	*Thinking about your household's financial situation, would you say that making ends meet every month is… (5-point scale)*	*M* = 2.93 *SD* = 1.04
	1 - Very difficult	8.8%
	2 - Fairly difficult	23.8%
	3 - Neither easy nor difficult	40.2%
	4 - Fairly easy	19.9%
	5 - Very easy	7.4%

N = 7,234 (all respondents).

Table 272 Gender and age per country

Country			Gender		Total
			Female	Male	
Bulgaria (*N* = 904)	Age	18 - 34	11.7%	13.1%	24.8%
		35 - 54	16.2%	17.7%	33.8%
		55 - 99	23.6%	17.8%	41.4%
	Total		51.4%	48.6%	100.0%
Finland (*N* = 904)	Age	18 - 34	14.3%	15.0%	29.3%
		35 - 54	16.3%	17.7%	34.0%
		55 - 99	17.9%	18.8%	36.7%
	Total		48.5%	51.5%	100.0%
France (*N* = 903)	Age	18 - 34	13.1%	12.8%	25.9%
		35 - 54	17.4%	16.9%	34.3%
		55 - 99	22.0%	17.7%	39.8%
	Total		52.5%	47.5%	100.0%
Germany (*N* = 906)	Age	18 - 34	11.7%	12.5%	24.2%
		35 - 54	17.3%	17.4%	34.8%
		55 - 99	22.4%	18.7%	41.1%
	Total		51.4%	48.6%	100.0%
Greece (*N* = 903)	Age	18 - 34	14.5%	14.8%	29.3%
		35 - 54	21.7%	20.9%	42.6%
		55 - 99	9.5%	18.5%	28.0%
	Total		45.7%	54.3%	100.0%

Netherlands (*N* = 908)	Age	18 - 34	13.0%	13.3%	26.3%
		35 - 54	17.5%	17.7%	35.2%
		55 - 99	20.3%	18.2%	38.4%
	Total		50.8%	49.2%	100.0%
Poland (*N* = 902)	Age	18 - 34	11.4%	15.3%	26.7%
		35 - 54	18.0%	18.0%	35.9%
		55 - 99	21.2%	16.2%	37.4%
	Total		50.6%	49.4%	100.0%
Portugal (*N* = 904)	Age	18 - 34	14.0%	13.8%	27.9%
		35 - 54	21.7%	19.8%	41.5%
		55 - 99	11.8%	18.8%	30.6%
	Total		47.6%	52.4%	100.0%
Total (*N* = 7234)	Age	18 - 34	13.0%	13.8%	26.8%
		35 - 54	18.2%	18.3%	36.5%
		55 - 99	18.6%	18.1%	36.7%
	Total		49.8%	50.2%	100.0%

N = 7,234 (all respondents).

6.4. Results

This section describes the results of Experiment 3. We first provide a summary of the results (6.4.1.), then present the main results (6.4.2), and end with comparisons across consumer groups (6.4.3) and across countries (6.4.4).

6.4.1. Summary

The findings of Experiment 3 reveal that, as predicted, providing durability and reparability information succeeds in informing consumers about the durability and reparability of products and that consumers find this information important, as reflected by the positive effects of durability and reparability information on respondents' choice and willingness-to-pay for more durable and reparable products, respectively. In general, the impact of durability information is stronger than the effect of reparability information.

Contrary to our prediction, however, durability information presented in units was not more effective than durability information presented in years. Averaged across all respondents and countries, the effect of durability information on respondents' choices for more versus less durable products did not depend on the type of durability information (years versus units). However, for some specific consumer groups and countries, information presented in years actually outperformed information presented in units (opposite to the prediction). A potential explanation could be that consumers are more used to thinking about lifetimes in terms of years rather than units, which made this information more meaningful to them and hence more effective.

In general, across all respondents and countries, reparability information in terms of the availability of spare parts was more effective in increasing choice and willingness-to-pay for more (versus less) reparable products compared to reparability information in terms of the average costs of spare parts. While information on the availability of spare parts increased choices and willingness-to-pay for more (versus less) reparable products, information on the average costs of spare parts increased choices of such products significantly less and even had a negative effect on respondents' willingness-to-pay for products with high as well as low costs of spare parts. The size of the difference in choices based on availability information versus cost information differed between consumer groups and countries. Whenever this difference was significant, availability information always outperformed cost information, in terms of promoting more durable product choices.

6.4.2. Main results

We analysed the effects of the presence and type of durability and reparability information on the choice between products and on the willingness-to-pay for these products.

Choice

Summary: As predicted, providing information on the durability of products increases the choice for more durable products and providing information on the reparability of products increases the choice for products that are easier or less costly to repair. We expected that minimum lifetime information framed in units would have a bigger impact on respondents' choices, because the numbers presented are much larger (e.g., 5,100 hours versus 7 years) and hence may be viewed as representing longer lifetimes. In contrast to this prediction, durability information in units did not increase the choice for more durable products more than durability information in years. We also predicted that information on the average costs of spare parts would have a bigger impact on respondents' choices for more reparable products than information on the availability of spare parts. In contrast to this prediction, the results reveal that information on the availability of spare parts was more effective in steering consumer choice towards products with higher reparability than information on the average costs of spare parts.

First, we examined potential shifts towards specific products selected by respondents as a result of the presence and type of durability and reparability information. Table 273 provides, for each information condition and each of the products in the presented set, the percentage of respondents who selected the product. In the analysis, we zoomed in on the choice for products 2-5 (products low and high in durability and reparability). Durability and reparability dimensions were systematically varied for these four products, while keeping performance features more or less the same and increasing the price consistent with improvements in durability and reparability (see Table 274).

We compared how durability and reparability information affected respondents' choices for the most durable and most repairable product. When no information was present about the durability and reparability of the product (i.e., the durability and reparability of the products were unknown to respondents), respondents made their choices based on the other available product information. **Comparing these choices when information is absent (the "baseline") with respondents' choices when information is present provides insights into the impact of this information on respondents' choices.**

In the analyses, product 2 – which has low reparability and low durability – is used as the reference product, and we examined the shifts to products 3 (high durability, low reparability), 4 (low durability, high reparability) and 5 (high durability, high reparability) due to the provision of information. Products 1 (low performance, low price) and 6 (high performance, high price) were added to the product set to increase variation in product features other than durability and reparability, to avoid that durability and reparability information received (much) more attention in the experiment than it would in real-life where such information would also compete for the consumer's attention with information on other product features. These filler products attracted 42% of the choices (13% for product 1 and 29% for product 6). Analyses were performed only on the target products (products 2-5), that systematically varied in durability and reparability (when the information was present), with prices reflecting improvements on these dimensions.

Table 276 provides the results of the statistical analysis[344], showing the effects of the presence and type of durability and reparability information on choices for product 3, 4 and 5 relative to the reference product.

[344] A multinomial logit analysis was performed, which properly accounted for the nominal measurement level of the choice variable (i.e., a choice between multiple products).

Table 273 Descriptive results: choice

			TVs				Smartphones				Washing machines			
Reparability:			absent	present (availa-bility)	present (costs)	*total*	absent	present (availa-bility)	present (costs)	*total*	absent	present (availa-bility)	present (costs)	*total*
Durability:														
absent	**DUR**	**REP**												
Product 1	med	med	10%	11%	9%	*10%*	14%	14%	14%	*14%*	9%	11%	9%	*10%*
Product 2	low	low	26%	19%	22%	*22%*	32%	31%	32%	*32%*	28%	20%	21%	*23%*
Product 3	low	high	11%	17%	15%	*15%*	13%	16%	13%	*14%*	15%	24%	22%	*20%*
Product 4	high	low	14%	10%	10%	*11%*	6%	4%	6%	*6%*	11%	9%	9%	*10%*
Product 5	high	high	7%	11%	11%	*10%*	3%	3%	3%	*3%*	6%	9%	7%	*7%*
Product 6	med	med	31%	32%	33%	*32%*	31%	31%	32%	*32%*	30%	27%	33%	*30%*
present (years)	**DUR**	**REP**												
Product 1	med	med	13%	14%	14%	*13%*	16%	16%	15%	*16%*	12%	12%	12%	*12%*
Product 2	low	low	18%	14%	15%	*16%*	26%	25%	26%	*26%*	15%	17%	13%	*15%*
Product 3	low	high	8%	10%	9%	*9%*	10%	13%	11%	*11%*	11%	16%	15%	*14%*
Product 4	high	low	23%	16%	19%	*19%*	18%	10%	14%	*14%*	29%	17%	20%	*22%*
Product 5	high	high	10%	16%	13%	*13%*	4%	6%	6%	*5%*	9%	14%	13%	*12%*
Product 6	med	med	29%	30%	30%	*30%*	27%	30%	29%	*29%*	24%	25%	26%	*25%*
present (units)	**DUR**	**REP**												
Product 1	med	med	11%	12%	13%	*12%*	14%	16%	14%	*15%*	14%	12%	9%	*12%*
Product 2	low	low	16%	14%	15%	*15%*	26%	25%	28%	*26%*	15%	13%	14%	*14%*
Product 3	low	high	8%	13%	10%	*10%*	11%	14%	12%	*12%*	12%	19%	18%	*17%*
Product 4	high	low	26%	14%	16%	*18%*	17%	8%	12%	*12%*	24%	16%	18%	*19%*
Product 5	high	high	10%	16%	15%	*14%*	3%	7%	6%	*5%*	8%	15%	15%	*13%*
Product 6	med	med	29%	31%	31%	*30%*	29%	30%	28%	*29%*	26%	24%	26%	*25%*
total	**DUR**	**REP**												
Product 1	med	med	*11%*	*12%*	*12%*	*12%*	*15%*	*15%*	*14%*	*15%*	*12%*	*12%*	*10%*	*11%*
Product 2	low	low	*20%*	*16%*	*18%*	*18%*	*28%*	*27%*	*29%*	*28%*	*20%*	*17%*	*16%*	*18%*
Product 3	low	high	*9%*	*14%*	*11%*	*11%*	*11%*	*14%*	*12%*	*12%*	*13%*	*20%*	*18%*	*17%*
Product 4	high	low	*21%*	*13%*	*15%*	*16%*	*14%*	*8%*	*11%*	*11%*	*21%*	*14%*	*16%*	*17%*

Product 5	high	high	*9%*	*14%*	*13%*	*12%*		*3%*	*5%*	*5%*	*5%*		*8%*	*13%*	*11%*	*11%*
Product 6	med	med	*30%*	*31%*	*31%*	*31%*		*29%*	*30%*	*29%*	*30%*		*27%*	*25%*	*28%*	*27%*

N = 7,234 (all respondents)

Table 274 Product characteristics

	Durability	Reparability	Combination of other performance attributes	Price
Product 1	Medium	Medium	Low	Lowest
Product 2	Low	Low	Medium	Low
Product 3	Low	High	Medium	Medium
Product 4	High	Low	Medium	Medium
Product 5	High	High	Medium	High
Product 6	Medium	Medium	High	Highest

Effects of durability information on choice for more durable products and of reparability information on choice for more reparable products.

In this section, we investigate whether the information provided is being used in decision-making. We first examined the impact of presenting durability information on the choice for products with higher (versus lower) durability and the impact of presenting reparability information on the choice for products with higher (versus lower) reparability. Across the three product types, we find strong effects of the presence of durability and reparability information in the expected direction (see Table 275). That is, when durability information was present (as compared to absent), a shift in choices was observed towards the more durable products[345]. More specifically, Table 275 shows that the share of respondents who chose one of the most durable products if durability information was provided increased by 75% (from 27% to 47%) relative to the baseline (a product's baseline is the choice share of that product in the absence of durability information, i.e. based on all other product information). Similarly, when reparability information was present, a shift in choices was observed towards products with higher reparability[346]. Table 275 shows that the share of respondents who chose one of the most reparable products when reparability information was provided increased by 43% (from 30% to 43%) relative to the baseline.

Table 275 Descriptive results: choice

	Choice for one of the most durable products		Choice for one of the most reparable products
Durability information absent (baseline)	27.0%	Reparability information absent (baseline)	30.2%
Durability information present	47.3%	Reparability information present	43.2%
- in years	48.5%	- availability of spare parts	45.8%
- in units	46.1%	- average costs of spare parts	40.6%

N = 5,975 respondents

The increased choice for the product with high durability and high reparability was driven more by the presence of durability information than by the presence of reparability information[347]. Together, these results show that: (1) when durability and reparability

[345] I.e., product 4: $z = 18.00$, $p < .001$ and product 5: $z = 12.20$, $p < .001$.

[346] I.e., product 3: $z = 7.50$, $p < .001$ and product 5: $z = 7.81$, $p < .001$.

[347] $\chi^2(1) = 9.51$, $p < .01$.

information was present, respondents used it in decision-making, and (2) durability information had a stronger impact on choices than reparability information.

The effect of reparability information on respondents' choice for products with higher reparability (i.e., products 3 and 5) depended on the type of information presented[348] (see Table 276). The increase in the choice for products with higher reparability (relative to the reference product) as a result of presenting reparability information was stronger when the information was provided in terms of the availability of spare parts than when it was provided in terms of the costs of spare parts. Table 275 shows that the share of respondents who chose one of the most reparable products increased by 52% (from 30% to 46%) if the information was provided in terms of the availability of spare parts, but "only" by 34% (from 30% to 41%) if the information was provided in terms of the average cost of spare parts. This finding is opposite to our prediction, and will be further discussed later on.

In contrast to the prediction, the analysis does not point to any difference in the effectiveness of the different types of durability information – in years versus in units – in promoting more durable product choices. Although the information in units included larger numbers, perhaps this information was less meaningful to respondents, who might be more used to thinking about lifetimes of these products in terms of years rather than units (e.g., "a high quality washing machine should last for at least 10 years").

Table 276 Estimation results: effects of durability and reparability information on choice

Product 2 (low durability, low reparability) is baseline	Choice	
	z	*p*
Shift to product 3 (low durability, high reparability)		
Durability information: presence	0.60	.547
Durability information: type	**-2.60****	**.009**
Reparability information: presence	**7.50****	**<.001**
Reparability information: type	**3.06****	**.002**
Durability information x reparability information	2.50*	.645
Shift to product 4 (high durability, low reparability)		
Durability information: presence	**18.00****	**<.001**
Durability information: type	1.65	.099
Reparability information: presence	**-5.94****	**<.001**
Reparability information: type	-1.69	.091
Durability information x reparability information	8.39*	.078
Shift to product 5 (high durability, high reparability)		
Durability information: presence	**12.20****	**<.001**
Durability information: type	-0.69	.488
Reparability information: presence	**7.81****	**<.001**
Reparability information: type	**2.38****	**.017**
Durability information x reparability information	1.80*	.772

* χ^2-value (joint test for significance of the relevant coefficients)
** Significant values ($p < .05$)

[348] $z = 3.06$, $p < .01$ and $z = 2.38$, $p < .05$, for product 3 and product 5 respectively, see Table 274.

Cross-effects of durability information on choice for more reparable products and of reparability information on choice for more durable products.

The results in Table 276 also show effects of durability information on the choice for products with higher (versus lower) reparability, and – vice versa – of reparability information on the choice for products with higher (versus lower) durability. Specifically, providing reparability information reduced the probability that product 4 (high durability, low reparability) was chosen compared to the reference product[349] (low durability, low reparability; see Table 276), which makes sense because it had an equally low level of reparability for a higher price. On average, providing durability information did not reduce the probability that product 3 (low durability, high reparability) was chosen compared to the reference product[350] (low durability, low reparability). Rather, the results reveal that the effect is dependent on the type of durability information presented[351]. When durability information was absent, 39% of the respondents who selected product 2 or 3 (i.e., products that have low durability values when durability information is present) chose the product with high reparability. This percentage slightly dropped (as expected) when durability information was presented in years (37%), but increased when durability information was presented in units (41%).

Differences between product types

The presence and direction of the effects of the provision of durability and reparability information were largely the same for TVs, smartphones and washing machines, but certain effects were stronger for some product types than for others. The results showed that, for products with low durability, the presence of reparability information increased the choice for the product with high (as compared to low) reparability. This effect of reparability information on choices for more reparable products was however significantly weaker for smartphones as compared to TVs[352] and washing machines[353]. Also, the presence of durability information increased the choice for the products with high durability more for washing machines than for TVs[354]. Other interactions with the product type were not significant.

Willingness-to-pay

Summary: In general, respondents reported greater willingness to pay for more (versus less) durable products when durability information was provided. The effect is independent of the type of durability information (i.e., years versus units), which is consistent with the results on choice behaviour. On average, respondents were also willing to pay more for products with a high (versus low) reparability if reparability information was provided. However, the effect of reparability information on willingness-to-pay is strongly dependent on the type of information that is provided. More specifically, the findings reveal a higher willingness-to-pay for more (as compared to less) reparable products (relative to the baseline) if reparability information is provided in terms of the availability of spare parts. However, and counter to the prediction, providing

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349 $z = -5.94$, $p < .001$.

350 $z = .60$, $p = .547$.

351 $z = -2.60$, $p < .01$.

352 $z = 2.38$, $p = .013$.

353 $z = 3.04$, $p = .002$.

354 for product 3 vs. product 2: $z = 2.15$, $p = .032$; for product 5 vs. product 2: $z = 2.40$, $p = .016$.

information on the average costs of spare parts reduces willingness-to-pay, not only for products with high average costs of spare parts (low reparability), but also (and even slightly more) for products with low average costs of spare parts (high reparability).

We also examined effects of the presence and type of durability and reparability information on the willingness-to-pay for each of the six products presented to respondents. Non-Euro amounts (for Poland and Bulgaria) were converted to Euro amounts based on the exchange rate at the time of data collection. Twenty-six observations from 20 respondents (out of 130,212 observations from 7,234 respondents[355]) were identified as outliers[356] and dropped from the analysis. Descriptive results are provided in Table 276; estimation results in Table 277.

[355] 7,234 respondents x 3 product types x 6 product alternatives = 130,212 observations.

[356] Euro amounts of more than three standard deviations above the mean (per product type).

Table 277 Descriptive results: willingness-to-pay

			TVs					Smartphones					Washing machines			
Reparability:			absent	present (availa-bility)	present (costs)	*average*		absent	present (availa-bility)	present (costs)	*average*		absent	present (availa-bility)	present (costs)	*average*
Durability:																
absent	DUR	REP														
Product 1	med	med	€ 243	€ 251	€ 215	*€ 236*		€ 110	€ 120	€ 93	*€ 108*		€ 239	€ 252	€ 210	*€ 234*
Product 2	low	low	€ 295	€ 291	€ 260	*€ 282*		€ 153	€ 158	€ 134	*€ 148*		€ 285	€ 279	€ 255	*€ 273*
Product 3	low	high	€ 325	€ 330	€ 274	*€ 310*		€ 184	€ 195	€ 151	*€ 177*		€ 304	€ 320	€ 269	*€ 298*
Product 4	high	low	€ 357	€ 345	€ 306	*€ 336*		€ 205	€ 201	€ 174	*€ 193*		€ 328	€ 335	€ 290	*€ 318*
Product 5	high	high	€ 375	€ 384	€ 320	*€ 360*		€ 237	€ 240	€ 193	*€ 224*		€ 354	€ 371	€ 310	*€ 346*
Product 6	med	med	€ 460	€ 463	€ 392	*€ 439*		€ 313	€ 301	€ 263	*€ 293*		€ 445	€ 439	€ 398	*€ 428*
present (years)	DUR	REP														
Product 1	med	med	€ 248	€ 251	€ 220	*€ 240*		€ 111	€ 112	€ 101	*€ 108*		€ 248	€ 237	€ 221	*€ 235*
Product 2	low	low	€ 292	€ 285	€ 261	*€ 280*		€ 141	€ 146	€ 133	*€ 140*		€ 274	€ 272	€ 250	*€ 265*
Product 3	low	high	€ 319	€ 323	€ 277	*€ 307*		€ 172	€ 188	€ 151	*€ 171*		€ 303	€ 305	€ 270	*€ 293*
Product 4	high	low	€ 368	€ 359	€ 323	*€ 350*		€ 205	€ 217	€ 185	*€ 203*		€ 356	€ 337	€ 311	*€ 335*
Product 5	high	high	€ 394	€ 388	€ 342	*€ 375*		€ 236	€ 253	€ 212	*€ 234*		€ 379	€ 383	€ 341	*€ 368*
Product 6	med	med	€ 453	€ 452	€ 411	*€ 439*		€ 291	€ 311	€ 267	*€ 290*		€ 438	€ 443	€ 395	*€ 426*
present (units)	DUR	REP														
Product 1	med	med	€ 256	€ 255	€ 227	*€ 246*		€ 125	€ 115	€ 104	*€ 115*		€ 244	€ 250	€ 223	*€ 239*
Product 2	low	low	€ 287	€ 303	€ 270	*€ 287*		€ 149	€ 150	€ 142	*€ 147*		€ 272	€ 270	€ 267	*€ 269*
Product 3	low	high	€ 313	€ 337	€ 285	*€ 311*		€ 177	€ 195	€ 159	*€ 177*		€ 289	€ 314	€ 282	*€ 295*

Product 4	high	low	€ 370	€ 374	€ 324	*€ 356*		€ 221	€ 211	€ 193	*€ 208*		€ 343	€ 331	€ 309	*€ 328*
Product 5	high	high	€ 390	€ 406	€ 346	*€ 381*		€ 245	€ 258	€ 210	*€ 237*		€ 370	€ 395	€ 341	*€ 368*
Product 6	med	med	€ 451	€ 460	€ 406	*€ 439*		€ 301	€ 310	€ 272	*€ 294*		€ 424	€ 440	€ 387	*€ 417*
total	DUR	REP														
Product 1	med	med	*€ 249*	*€ 252*	*€ 221*	*€ 241*		*€ 115*	*€ 116*	*€ 100*	*€ 110*		*€ 244*	*€ 246*	*€ 218*	*€ 236*
Product 2	low	low	*€ 291*	*€ 293*	*€ 264*	*€ 283*		*€ 147*	*€ 151*	*€ 136*	*€ 145*		*€ 277*	*€ 273*	*€ 257*	*€ 269*
Product 3	low	high	*€ 319*	*€ 330*	*€ 279*	*€ 310*		*€ 178*	*€ 193*	*€ 154*	*€ 175*		*€ 299*	*€ 313*	*€ 274*	*€ 295*
Product 4	high	low	*€ 365*	*€ 359*	*€ 318*	*€ 348*		*€ 210*	*€ 210*	*€ 184*	*€ 202*		*€ 343*	*€ 334*	*€ 303*	*€ 327*
Product 5	high	high	*€ 386*	*€ 393*	*€ 336*	*€ 372*		*€ 239*	*€ 250*	*€ 205*	*€ 232*		*€ 368*	*€ 383*	*€ 331*	*€ 361*
Product 6	med	med	*€ 455*	*€ 458*	*€ 403*	*€ 439*		*€ 302*	*€ 307*	*€ 267*	*€ 292*		*€ 436*	*€ 441*	*€ 393*	*€ 423*

N = 7,220 respondents

Table 278 Estimation results: effects of durability and reparability information on willingness-to-pay

	Willingness-to-pay					
	for increased durability		for increased reparability		for both	
	z	*p*	*z*	*p*	*z*	*p*
Durability information: presence	**7.85***	**<.001**	.85	.393	.62	.537
Durability information: type	1.02	.309	-.05	.960	-.65	.518
Reparability information: presence	**-3.84***	**<.001**	1.65	.098	1.09	.275
Reparability information: type	**3.74***	**<.001**	**7.68***	**<.001**	-.76	.447
Durability information x reparability information (χ^2)	4.10	.393	3.72	.446	.34	.987

* Significant values ($p < .05$)

To gain insight into whether and how durability and reparability information influenced consumers' willingness-to-pay (WTP) for more durable and/or reparable products, we performed a multilevel regression analysis with willingness-to-pay for the target products (products 2-5) as outcome variable and (1) the product characteristics (durability, reparability and their interaction); (2) the information characteristics (i.e. the presence and type of durability and reparability information); (3) the product types (TVs, smartphones and washing machines); and (4) all interactions as predictors. In general, respondents were willing to pay the most for TVs (mean WTP = €328), followed by washing machines (mean WTP = €313) and smartphones (mean WTP = €188[357]).

Effects of durability information on the willingness-to-pay for more durable products and of reparability information on the willingness-to-pay for more reparable products.

In this section, we examine the impact of presenting durability information on the willingness-to-pay for products with higher (versus lower) durability and the impact of presenting reparability information on the willingness-to-pay for products with higher (versus lower) reparability (see Table 277). The results are visualised in Figure 79 and 80. In these figures, the willingness-to-pay is presented in index values; the willingness-to-pay under the condition in which the information was absent is represented as a baseline (index = 100) against which the effect of information provision is tested. That is, any difference in WTP between products in the absence of durability/reparability information reflects a preference for certain products over others due to product characteristics other than durability/reparability. Note that in addition to the brand name and product image, each product was described with about 12 product characteristics describing its performance. Changes in WTP relative to the baseline condition reflect the effect of the provision of information on durability and/or reparability.

The findings show that durability information succeeds in informing consumers about the durability of products and that consumers find this information important, as reflected by a positive effect of durability information on willingness-to-pay for increased durability ($z = 7.85$, $p < .001$). The findings are visualised in Figure 79. When durability information was present, respondents were on average willing to pay 5% (€16) more relative to the baseline for products with high durability and 1% (€3) less relative to the baseline for products with low durability. **Put differently, when durability information was present, respondents were on average willing to pay €19 more for high (versus low) durability products relative to the baseline.**

The effect of reparability information on willingness-to-pay for higher (versus lower) levels of reparability depends on the type of information that was presented[358]. The

[357] all *ps* < .001.

[358] $z = 7.68$, $p < .001$.

findings are visualised in Figure 80. When reparability information was provided in terms of the availability of spare parts, respondents were on average willing to pay 4% (€12) more for products with longer availability of spare parts and 1% (€2) less for products with shorter availability of spare parts. **Thus, respondents were on average willing to pay €14 more for products with longer (versus shorter) availability relative to the baseline, if this information was provided.**

However, if reparability information was provided in terms of the estimated average costs of spare parts, respondents were willing to pay 10% (€28) less relative to the baseline for products with relatively high average costs of spare parts (low reparability), but – surprisingly – even 12% (€35) less relative to the baseline for products with relatively low average costs of spare parts (high reparability). **Thus, respondents were on average willing to pay €7 *less* for products with relatively low (as opposed to high) average costs of spare parts**.

It seems that if consumers are confronted with (potential) additional costs, they take this into account when deciding on the budget they have available for the purchase of the product. Providing information on the costs of spare parts thus seems to reduce willingness-to-pay, not only for the products with high repair costs, but also for products with relatively low repair costs.

The prices respondents indicated to be willing to pay for the products may have been influenced by the product prices they were exposed to in the choice task (anchoring effect). However, there is no reason for such anchoring effects to vary in strength across the conditions in which durability/reparability information is present versus absent. Some degree of anchoring might thus be present, but it is very unlikely to explain the effects of the provision of durability and reparability information.

Cross-effects of durability information on willingness-to-pay for more reparable products and of reparability information on willingness-to-pay for more durable products.

The findings also reveal a negative effect of reparability information on willingness-to-pay for durability[359] (see Table 278), which shows that the provision of reparability information reduces consumers' willingness-to-pay for more (versus less) durable goods.[360] The strength of the effect depends on the type of reparability information presented[361] (see Table 278). **When reparability information was provided in terms of the availability of spare parts, respondents were on average willing to pay 1% (€3) more relative to the baseline for more durable products and 3% (€7) more relative to the baseline for less durable products**. Respondents seemed to trade-off durability and reparability: they were willing to pay more for products with longer availability of spare parts, but even more so if the product scored relatively low (as opposed to high) on durability.

In contrast, if reparability information was provided in terms of the average costs of spare parts, **respondents were on average willing to pay 10% (€25) less relative to the baseline for less durable products and 12% (€39) *less* relative to the baseline for more durable products**. A potential explanation, which is consistent with the earlier results, is that respondents were negatively surprised about the costs of repairing. This may have moved them towards lower priced alternatives, which were also less durable.

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359 $z = -3.84$, $p < .001$.

360 Vice versa, the provision of durability information does *not* affect willingness-to-pay for products with high (versus low) reparability (see Table 276).

361 $z = 3.74$, $p < .001$.

Figure 79 Willingness-to-pay for durability depends on durability information

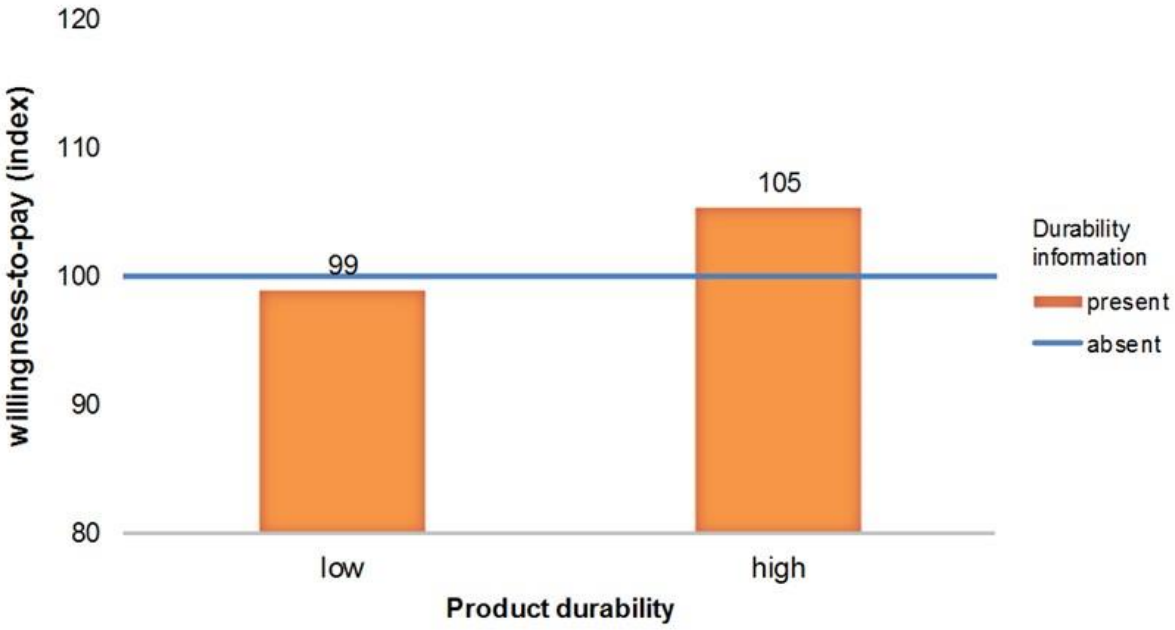


Figure 80 Willingness-to-pay for reparability depends on reparability information

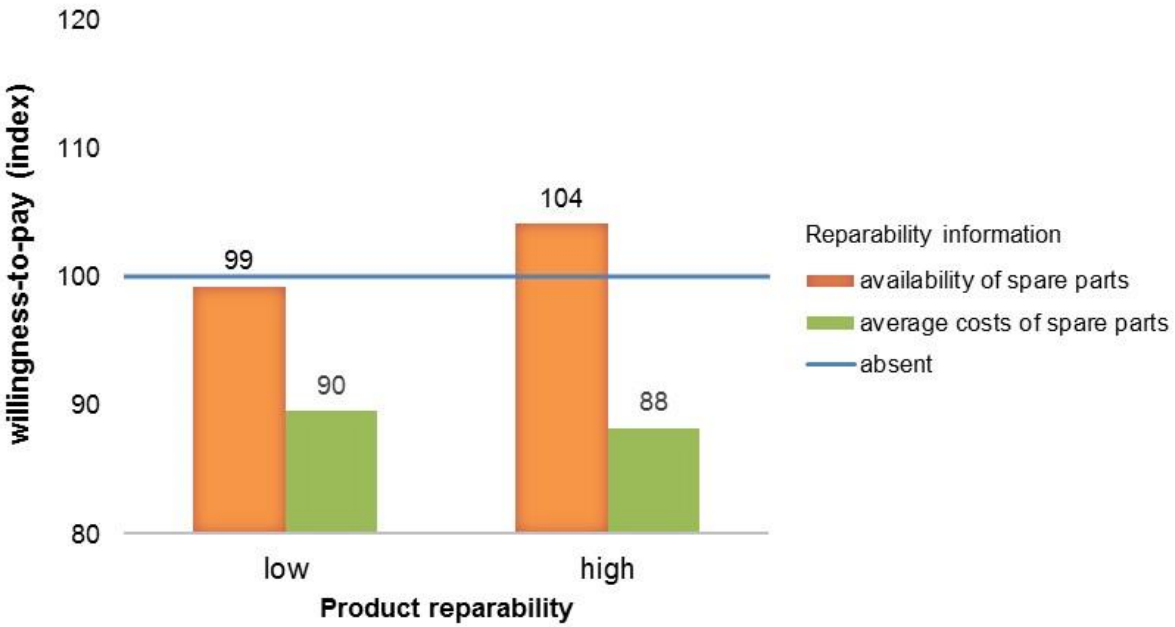
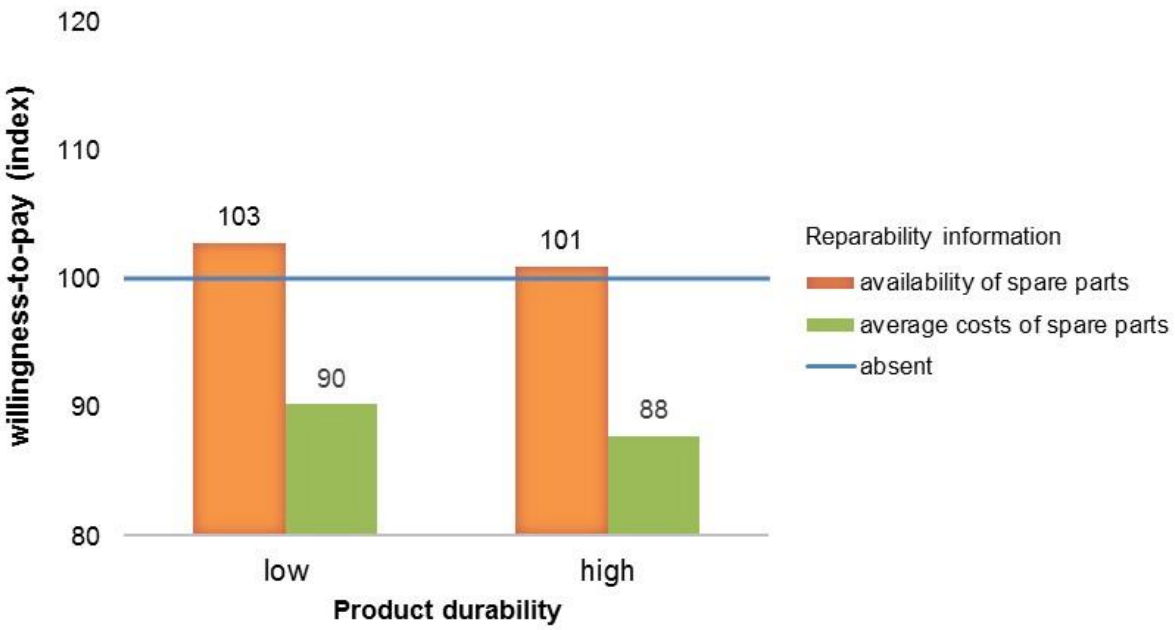


Figure 81 Willingness-to-pay for durability depends on reparability information



6.4.3. Differences across consumer groups

Summary: For all consumer groups[362] (i.e., respondents scoring high vs. low on replacing a broken product; respondents with high vs. low scores for assertiveness; respondents with high vs. low scores for pro-environmental self-identity; respondents with a good vs. bad financial situation), the presence of durability information resulted in a higher likelihood that one of the most durable products is chosen and the presence of reparability information resulted in a higher likelihood that one of the most reparable products is chosen. However, these effects of the presence of durability and/or reparability information were stronger for some groups than for others, particularly for respondents scoring relatively low on replacing broken products (and so, relatively high on repairing broken products), highly assertive respondents and respondents with a high pro-environmental self-identity.

In addition, for most consumer groups, the choice for more durable products does not depend on the type of durability information that was presented (that is, durability information presented in years is as effective as durability information presented in units), but for some groups (low replacers/high repairers and respondents with a relatively good financial situation) durability information presented in years results in more choices for durable products than durability information presented in units. As for reparability information, for all consumer groups, presenting the information in terms of the availability of spare parts was more effective than presenting the information in terms of costs. The difference in effect is equally strong for most consumer groups (for example, for respondents low and high in assertiveness), but stronger for respondents with a relatively good financial situation than for respondents with a relatively bad financial situation.

We investigated the effects of several potential moderators on choices for the most durable and reparable products. Estimation results are presented in Table 279. Percentages are presented in Table 280.

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362 A detailed overview of the included consumer groups, including the way they were measured, can be found in Chapter 4.2.5 (Post-experiment questionnaire)

Table 279 Estimation results: interaction effects between durability or reparability information and potential moderators

	Potential moderator							
	Replace with new product		Consumer assertiveness		Pro-environmental self-identity		Financial situation	
	χ^2/z	*p*	χ^2/z	*p*	χ^2/z	*p*	χ^2/z	*p*
Choice for one of the most durable products								
Overall effect moderator x durability information	**31.55***	**< .001**	*5.09*	*.078*	0.36	.834	**8.77***	**.013**
Moderator × durability information: presence	**-4.40***	**< .001**	**2.18***	**.029**	-0.02	.985	1.26	.209
Moderator × durability information: type	**-3.47***	**.001**	0.57	.568	0.60	.547	**2.71***	**.007**
Choice for one of the most reparable products								
Overall effect moderator x reparability information	**12.15***	**.002**	**20.46***	**< .001**	*5.79*	*.055*	**9.89***	**.007**
Moderator × reparability information: presence	**-3.30***	**.001**	**4.50***	**< .001**	**1.98***	**.048**	-0.45	.652
Moderator × reparability information: type	1.15	.249	0.36	.717	1.35	.176	**3.11***	**.002**

* Significant values (p < .05)

Table 280 Descriptive results: percentages of respondents choosing for one of the most durable or reparable products by durability or reparability information and consumer groups (groups divisions made by median splits)

	Replace with new product		Consumer assertiveness		Pro-environmental self-identity		Financial situation	
	Low	high	low	high	low	high	low	high
Choice for one of the most durable products								
Durability information absent (baseline)	26.2%	27.8%	27.5%	26.3%	26.8%	27.3%	25.6%	30.4%
Durability information presented in years	52.4%	44.3%	46.7%	50.7%	47.4%	49.7%	45.8%	56.5%
Durability information presented in units	47.5%	44.6%	44.6%	47.9%	44.3%	47.9%	44.7%	49.7%
Choice for one of the most reparable products								
Reparability information	29.0%	31.4%	31.9%	28.2%	32.2%	28.1%	30.1%	30.3%

absent (baseline)								
Reparability information presented as availability	47.5%	44.2%	43.4%	48.7%	44.9%	46.8%	43.9%	50.7 %
Reparability information presented as costs	43.6%	37.1%	38.7%	43.1%	42.0%	39.1%	41.3%	38.7 %
N (average)[363]	2187	2033	2325	1896	2144	2076	3064	1156

In the post-questionnaire of this experimental session, we measured respondents' general tendency to replace or repair defective products. For each of the three products, respondents were asked whether they would get the product repaired or get it replaced with a new one if they encountered a problem with the product after the legal and commercial guarantee periods had passed (7-point scale, 1 = *definitely repair*, 7 = *definitely replace*). We examined whether respondents' tendency to replace a broken product with a new one had an effect on:

- the effect of durability information on the choice for one of the two durable products; and
- the effect of reparability information on the choice for one of the two most reparable products.

Again, we examine changes in choice percentages due to the provision of information. That is, we compare choice percentages in the information-present conditions against choice percentages in the information-absent condition, which reflect the baseline attractiveness of the target products. The effect of durability information on the choice for one of the most durable products depended on how easily respondents would replace the product[364], and this was the case for both the presence of durability information[365] and the type of durability information presented[366].

To examine these effects in more detail, we made two groups: low replacers and high replacers (determined by a median split[367]). In both groups, the presence of durability information increased the choice for the most durable products relative to the baseline[368]. However, this effect was *stronger* among low replacers than among high replacers[369]. More specifically, the results show *that the share of low replacers who chose one of the more durable products doubled* (from 26.2% to 52.4%, i.e., a 100% increase) relative to the baseline if durability information was provided in years, and increased by 81% relative to the baseline if durability information was provided in units. In contrast, the

363 Group sizes slightly differ between conditions, for example, due to the fact that Product 1 and 6 were removed from the analyses, which means that the number of observations per respondent ranges between 0 and 3 (all product types).

364 $\chi^2(2) = 31.55$, $p < .001$.

365 $z = -4.40$, $p < .001$.

366 $z = -3.47$, $p = .001$.

367 Based on respondents' scores on the "would you replace the product with a new one" question, the median was calculated, which is the midpoint of the distribution of the answers of all respondents. Based on this median/midpoint, respondents were divided into low replacers (respondents that scored lower than the median), which are respondents that are less likely to repair a broken product, and high replacers (respondents that scored higher than the median), which are respondents that are more likely to replace a broken product.

368 $ps < .001$.

369 $\chi^2(1) = 13.85$, $p < .001$.

share of high replacers who chose one of the more durable products increased by "only" 59% relative to the baseline if durability information was provided in years and with "only" 60% if it was provided in units. Thus, respondents who were less likely to replace the product – and more likely to, instead, repair it – were more influenced by the presence of durability information than respondents who were more likely to replace the product. This makes sense: If respondents intended to repair rather than replace the product in case they encounter a problem with it, the durability of the product became more relevant. The type of durability information (i.e., presented in years vs. units) did not influence choice for one of the most durable products for high replacers (59% versus 60%, see above[370]), but it did for low replacers (100% vs. 81%, see above[371]), who were more likely to choose one of the most durable products when durability information was presented in years than when durability information was presented in units.

The effect of reparability information on the choice for one of the most reparable products also depended on how easily respondents would replace the product[372]. Specifically, the effect of the presence of reparability information depended on how easily respondents would replace the product[373]; the effect of the type of reparability information (availability vs. costs) presented did not depend on how easily respondents would replace the product[374]. In both groups, the presence of reparability information increased the choice for the most reparable products relative to the baseline[375]. This effect, however, was stronger among low replacers than among high replacers[376]. More specifically, the findings show that the share of low replacers who selected one of the most reparable products increased by 64% (from 29% to 48%, see Table 280) relative to the baseline if reparability information was presented in terms of the availability of spare parts and by 50% if reparability information was presented in terms of the average costs of spare parts. The share of high replacers, in contrast, increased by "only" 41% relative to the baseline if information about the availability of spare parts was provided, and by "only" 18% if information about the average costs of spare parts was provided. Thus, respondents who were less likely to replace the product – and more likely to, instead, repair it – were more influenced by the presence of reparability information than respondents who were more likely to replace the product. Again this makes sense: If respondents intended to repair rather than replace the product in case they encounter a problem with it, the reparability of the product became more relevant.

We also measured **consumer assertiveness**. This was done in two ways. First, respondents were asked to imagine that they experienced a problem with a product or service for which they had a legitimate cause for complaint. Respondents then indicated whether they were the type of person who would make a complaint to the retailer, the service provider or the manufacturer (1 = no, 2 = yes). Overall, 85.5% of respondents indicated that they would make a complaint. Second, respondents completed the Consumer Assertiveness Scale (see method section; 7-point scale with higher scores indicating being more assertive), a more sensitive method to identify differences in consumer assertiveness. We examined whether the effect of durability information on choosing the most durable product and the effect of reparability information on choosing the most reparable product were influenced by consumer assertiveness.

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370 $z = -0.27$, p = .790.

371 $z = 3.37$, $p = .001$.

372 $\chi^2(2) = 12.15$, $p = .002$.

373 $z = -3.30$, $p = .001$.

374 $z = 1.15$, $p = .249$. As also described in the main analyses, respondents were more likely to choose a highly reparable product if reparability information was presented in terms of availability of spare parts rather than costs of spare parts. The absence of an interaction with how easily consumers would replace the product indicates that this effect is as strong for low as for high replacers.

375 ps < .001.

376 $\chi^2(1) = 16.62$, $p < .001$.

The effect of durability information on the choice for one of the most durable products marginally significantly depended on how assertive respondents were[377]. The effect of the presence of durability information depended on consumer assertiveness[378], while this was not the case for the effect of the type of durability information presented[379].

To examine how the effect of the presence of durability information was influenced by consumer assertiveness, we made two groups: respondents with low and respondents with high assertiveness scores (determined by a median split). In both groups, the presence of durability information increased the choice for the most durable products relative to the baseline[380]. However, the increase was larger for highly assertive respondents[381]. Potential explanations for this difference were that highly assertive respondents looked for more product information or made more detailed comparisons, resulting in a stronger influence of durability information.

The effect of reparability information on the choice for one of the most reparable products also depended on how assertive respondents are[382]. The effect of the presence of reparability information depended on consumer assertiveness[383]; the effect of the type of reparability information presented did not depend on consumer assertiveness[384]. For respondents with low and high assertiveness, the presence of reparability information increased the choice for the most reparable products relative to the baseline[385], but the increase was larger for highly assertive respondents[386].

In addition, we measured respondents' **pro-environmental self-identity** (see method section; 7-point scale with higher scores indicating a higher pro-environmental self-identity). The effect of durability information on the choice for one of the most durable products did not depend on respondents' level of pro-environmental self-identity[387]. Thus, the effect of the presence and type of durability information was the same for respondents scoring high on pro-environmental self-identity as for respondents scoring low on pro-environmental self-identity.

The effect of reparability information on the choice for one of the most reparable products did depend on respondents' level of pro-environmental self-identity[388]. The effect of the ***presence*** of reparability information depended on pro-environmental self-identity[389]. For respondents with low and high pro-environmental self-identity (determined by a median split), the presence of reparability information resulted in a higher likelihood that one of the most reparable products was chosen[390], but the effect

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377 $\chi^2(2) = 5.09$, $p = .078$.

378 $z = 2.18$, $p = .029$.

379 $z = 0.57$, $p = .568$.

380 ps < .001.

381 $\chi^2(1) = 5.81$, $p = .016$.

382 $\chi^2(2) = 20.46$, $p < .001$.

383 $z = 4.50$, $p < .001$.

384 $z = 0.36$, $p = .717$.

385 ps < .001.

386 $\chi^2(1) = 21.99$, $p < .001$.

387 $\chi^2(2) = 0.36$, $p = .834$. However, the main effect of pro-environmental self-identity was that consumers scoring high on pro-environmental self-identity were more likely to choose one of the most durable products ($z = 3.89$, $p < .001$).

388 $\chi^2(2) = 5.79$, $p = .055$.

389 $z = 1.98$, $p = .048$.

390 ps < .001.

was stronger among respondents scoring high on pro-environmental self-identity[391]. In contrast, the effect of the ***type*** of reparability information presented did not depend on pro-environmental self-identity[392].

Finally, we measured socio-demographics, among which respondents' **financial situation** (5-point scale with higher scores indicating a better financial situation). The effect of durability information on the choice for one of the most durable products depended on respondents' financial situation[393]. The effect of the presence of durability information did not depend on respondents' financial situation[394], but the effect of the type of durability information presented did depend on respondents' financial situation[395]. Whether durability information was presented in years or in units did not influence the choice for one of the most durable products for respondents with a relatively bad financial situation (that is, who have difficulties making ends meet every month; determined by a median split[396]), but it did for respondents with a relatively good financial situation[397], who were more likely to choose one of the most durable products when durability information was presented in years (57%) than when durability information was presented in units (50%).

The effect of reparability information on the choice for one of the most reparable products also depended on respondents' financial situation[398]. The effect of the presence of reparability information did not depend on respondents' financial situation[399], but the effect of the type of reparability information presented did depend on respondents' financial situation[400]. Both respondents with a relatively good and a relatively bad financial situation were more likely to choose a highly reparable product if reparability information was presented in terms of the availability of spare parts compared to in terms of costs of spare parts[401], but the effect was stronger for those with a relatively good financial situation[402].

6.4.4. Differences across countries

Summary: In all countries, the presence of durability information increased the choice for more durable product and the presence of reparability information increased the choice for more reparable products. However, we do find differences in the strength of these effects across different countries. Also, we find differences between countries in terms of consumer responses to the different types of information.

We examined whether there were country differences in the effects. There were country differences in the effect of durability information on the choice for one of the most durable products[403]. Both effects of the presence of durability information[404] and type of

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391 $\chi^2(1) = 4.68$, $p = .031$.

392 $z = 1.35$, $p = .176$.

393 $\chi^2(2) = 8.77$, $p = .013$.

394 $z = 1.26$, $p = .209$.

395 $z = 2.71$, $p = .007$.

396 $z = 0.77$, p = .433.

397 $z = 2.97$, $p = .003$.

398 $\chi^2(2) = 9.89$, $p = .007$.

399 $z = -0.45$, $p = .652$.

400 $z = 3.11$, $p = .002$.

401 $ps < .040$.

402 $\chi^2(1) = 15.89$, $p < .001$.

403 $\chi^2(14) = 48.16$, $p < .001$.

404 $\chi^2(7) = 28.72$, $p < .001$.

durability information[405] differ across countries. Effects per country are provided in Table 281; percentages per country are provided in Table 282. In all countries, the presence of durability information resulted in a higher likelihood that one of the most durable products was chosen[406]. Only the strength of the effect differed across countries. In general, the effect of the provision of durability information was strongest in the Netherlands, followed by Finland, Poland, and France, and weakest in Greece (see Table 281). Durability information presented in years was equally effective as durability information presented in units in Bulgaria, Germany, Greece, Poland[407] and Portugal, but was more effective in Finland, France and the Netherlands.

There were also country differences in the effect of reparability information on the choice for one of the most reparable products[408]. Both effects of the presence of reparability information[409] and type of reparability information[410] differ across countries. Effects per country are provided in Table 281; percentages per country are provided in Table 282. In all countries, the presence of reparability information resulted in a higher likelihood that one of the most reparable products was chosen[411]. Only the strength of the effect differed across countries. In general, the effect of the provision of reparability information was strongest in Portugal and the Netherlands, and weakest in Poland and France (see Table 281). Reparability information presented in terms of availability of spare parts was equally effective as reparability information presented in terms of costs in Bulgaria, France, Greece and Portugal, but was more effective in Finland, the Netherlands and Poland, and slightly (that is, marginally significantly) more effective in Germany.

Table 281 Estimation results: effects of durability and reparability information on choice, per country

	Durability information effects **on choice for one of the most durable products**				Reparability information effects **on choice for one of the most reparable products**			
	Durability information: presence		Durability information: type		Reparability information: presence		Reparability information: type	
	z	*p*	*z*	*p*	*z*	*p*	*z*	*p*
Bulgaria	**5.59***	**<.001**	-0.68	.499	**5.67***	**< .001**	0.38	.702
Finland	**8.56***	**<.001**	**3.33***	**.001**	**5.65***	**< .001**	**2.09***	**.036**
France	**8.03***	**<.001**	**2.09***	**.037**	**3.10***	**.002**	-0.16	.876
Germany	**7.45***	**<.001**	1.34	.179	**4.94***	**< .001**	*1.82*	*.069*
Greece	**5.05***	**<.001**	-0.13	.899	**4.37***	**< .001**	0.69	.491
Netherlands	**11.41***	**<.001**	**2.13***	**.033**	**6.86***	**< .001**	**4.30***	**< .001**
Poland	**8.20***	**<.001**	*-1.68*	*.094*	**2.45***	**.014**	**3.49***	**< .001**
Portugal	**6.41***	**<.001**	0.37	.715	**7.04***	**< .001**	0.87	.387

* Significant values ($p < .05$)

405 $\chi^2(7) = 19.60$, $p = .007$.

406 *p*s < .001.

407 There was a marginally significant effect in Poland, however, indicating that in Poland durability information presented in units was slightly more effective than durability information presented in years.

408 $\chi^2(14) = 37.48$, $p < .001$.

409 $\chi^2(7) = 20.61$, $p = .004$.

410 $\chi^2(7) = 16.92$, $p = .018$.

411 *p*s < .014.

Table 282 Descriptive results: percentages of respondents choosing one of the most durable or reparable products by durability or reparability information and country

		Choice for one of the most durable products			Choice for one of the most reparable products		
	N (average) [412]	Durability information absent (baseline)	Durability information presented in years	Durability information presented in units	Reparability information absent (baseline)	Reparability information presented as availability	Reparability information presented as costs
Bulgaria	559	31.3%	44.6%	46.6%	31.7%	46.7%	45.5%
Finland	521	22.6%	50.5%	40.2%	30.1%	48.4%	41.9%
France	511	24.5%	49.1%	42.5%	32.5%	40.5%	41.0%
Germany	526	28.2%	50.5%	46.4%	32.5%	48.2%	42.6%
Greece	511	26.5%	39.5%	39.8%	29.5%	42.2%	40.0%
Netherlands	554	27.4%	61.3%	55.0%	24.6%	48.5%	35.6%
Poland	533	27.8%	46.2%	52.3%	34.7%	46.4%	35.7%
Portugal	507	27.3%	45.5%	44.4%	25.7%	45.4%	42.7%

[412] Group sizes slightly differed between conditions, for example, due to the fact that Product 1 and 6 were removed from the analyses, which means that the number of observations per respondent ranges between 0 and 3 (all product types).

7. EXPERIMENT 4 – CONSUMERS' UNDERSTANDING AND USE OF PRE-CONTRACTUAL INFORMATION

7.1. Introduction

Experiment 4 focuses on the provisions of the Consumer Rights Directive related to pre-contractual information and the right of withdrawal. In addition, it includes a survey on the potential redundancy of UCPD information requirements at the advertising stage. In particular, the current study aims to answer the following research questions: **Is the pre-contractual information required under the CRD (CRD-required information items) comprehensible and relevant to consumers? Do consumers use this information? Finally, do consumers consider (some) information requirements under the UCPD redundant, as they are also required under the CRD?**

The **Consumer Rights Directive** (2011/83/EC)[413] lays down, among others, requirements for **pre-contractual information to be provided by traders to consumers**. The information requirements are defined separately for on-premises contracts, on the one hand, and off-premises and distance contracts on the other. For off-premises and distance contracts, the information requirements are regulated with a full harmonization approach. The first part of Experiment 4 tests consumers' **understanding of CRD-required pre-contractual information items**, as well as their **capability to use this information at later steps of the purchase**.

The **Unfair Commercial Practices Directive** (UCPD)[414] requires traders, whenever their commercial communication includes a description of a product and its price (e.g., in an advertisement), to provide information, subject to the limitations of the communication medium used, about:

- the main characteristics of the product,
- the trader's identity and address,
- the price,
- the existence of the right of withdrawal (where applicable),
- arrangements for payment, delivery, performance and complaint handling policy (if such arrangements depart from the requirements of professional diligence).

All the above information requirements under the UCPD are also covered by the more comprehensive pre-contractual information requirements under the Consumer Rights Directive (CRD). Due to this overlap, it is desirable to know to what extent consumers view the information requirements under the UCPD at the advertising stage as unnecessary, and thus redundant. Therefore, a second part of Experiment 4 (a survey) focuses on the potential **redundancy of UCPD-required information items**.

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413 http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32011L0083&rid=1.

414 http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2005:149:0022:0039:EN:PDF

7.2. Methodology

The experiment examines consumer understanding and use of pre-contractual information for products in two sectors: the digital content sector and e-commerce of ICT[415] goods. The products are **smartphones** and **streaming content (movies)**.

This experiment was conducted online in one experimental session, bundled with another experiment (Experiment 1 concerning unit price information). The order of the experiments changed at random: while about half of all respondents first took part in Experiment 4, the other half first took part in Experiment 1. Both experiments were conducted in eight countries: Finland, Poland, Bulgaria, the Netherlands, Germany, France, Portugal and Greece. In total, about 500 respondents from the GfK consumer panel participated in the experiment in each country, resulting in a total sample size of 4,149 respondents.

7.2.1. Design of the experiment

Experiment 4 consisted of two studies, one experiment on the CRD (***Study 4a***) and one survey on the UCPD (***Study 4b***). Study 4a included smartphones and streaming content); these products were varied between respondents. Study 4b included smartphones only. Moreover, it is also important to know whether the use of icons in the presentation of pre-contractual information items facilitates understanding of the information. Therefore, for one of the products (streaming content), the presentation of icons (i.e., icons present vs. absent) was manipulated. The other product (smartphone) was only tested with icons; as it missed the no-icon control condition, this condition will be used to draw conclusions only about the comprehensibility and relevance of the CRD items, not about the icon effect. The conditions of Study 4a are presented in Table 283. Study 4b only consisted of a survey and did not include any manipulations. Importantly, respondents participated in only one of the studies, so they either completed the CRD or the UCPD study. Respondents were randomly assigned to a study as well as to the conditions of Study 4a.

Table 283 Between-subjects conditions in Experiment 4

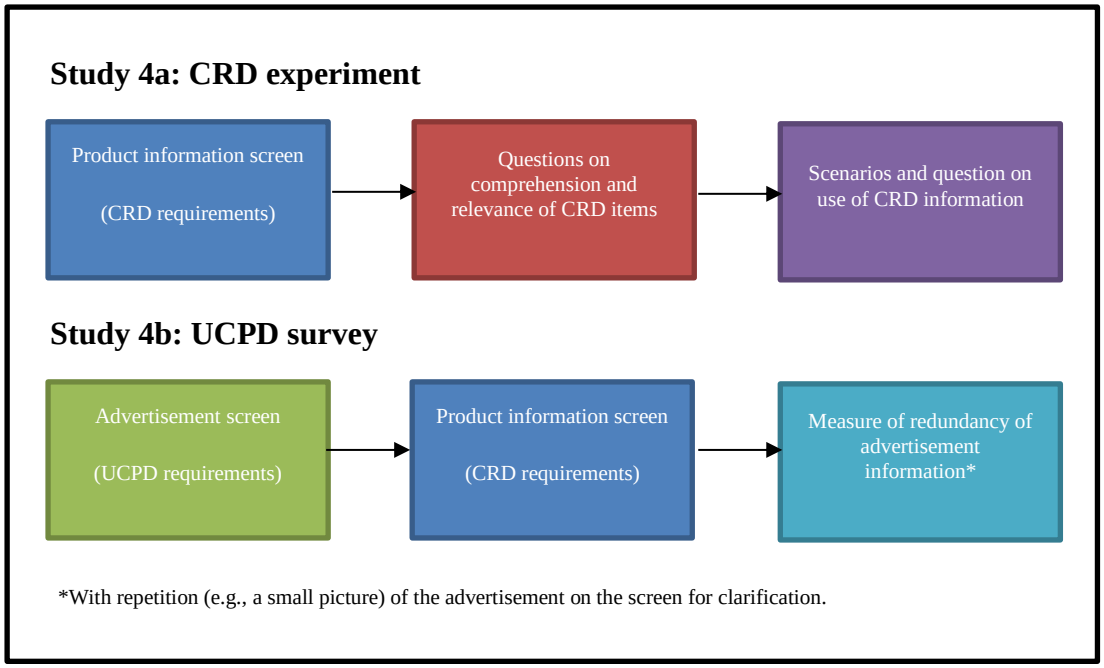
	Directive		Icons included	Product
Study 4a	CRD	1	Yes	Streaming content
		2	Yes	Smartphone
		3	No	Streaming content
Study 4b	UCPD		No	Smartphone

7.2.2. Manipulations and procedure

Respondents read a scenario in which they were told that they were interested in purchasing a certain **product**. Depending on the condition they were in, this product was either a smartphone or streaming content. Next, respondents were presented with several screens, as displayed in Figure 82.

[415] Information and communications technology

Figure 82 Overview of the main screens in Studies 4a and 4b



In the **CRD study**, respondents first saw a product information screen. This screen contained some of the CRD-required information items under its Article 6(1), displayed in a clear and comprehensible manner. Concretely, respondents were presented with a table presenting this information. For each information item a clear title was given, followed by the product's specifications for each item. Depending on the condition a respondent was in, these items were either accompanied by **icons** or not. Figure 83 presents an excerpt from the CRD table for the streaming movie.

Figure 83 Excerpt of the CRD table with icons for the streaming video condition

Support		infocustomer@streaminvid.eu
Complaints		If you have a complaint about our service, you may at first instance contact our Customer support services at infocustomer@streaminvid.eu.
Out-of-court complaint mechanism		If we are unable to find an amicable solution to your complaint, you may submit it to out-of-court dispute resolution mechanism, which is run by Catamedia. Complaints can be submitted to this organisation by mail, e-mail or the online complaint form, and will be handled through written procedure. Contact details and further information can be found on

www.catamedia.com.

You can also use the EU-wide online dispute resolution platform, accessible at http://ec.europa.eu/consumers/odr/

The CRD-required information items presented for the products depended, partly, on the type of product. Some items, such as functionality and interoperability are limited to digital content, such as streaming movies, while items related to delivery are only applicable for tangible goods, such as a smartphone. The 10 CRD-required information items used in the streaming video condition and the 13 items used in the smartphone condition are summarised in Table 284. For each of the CRD-required information items, respondents answered (1) whether they understood the information (comprehension) and (2) whether they thought the information was important (importance/relevance).[416,417]

Table 284 CRD items per product condition

Streaming content (movie)	Smartphone
Trader identity	Trader identity
Contact details	Contact details
Main characteristics	Main characteristics
Total price	Total price
Functionality and Interoperability	Payment
Payment	Delivery
Right of withdrawal	Additional delivery charges
Support	Right of withdrawal
Complaints	Return costs
Out-of-court complaint mechanism	Legal Guarantee
	Commercial guarantee and after sale customer assistance
	Complaints handling
	Out-of-court complaint mechanism

The second part of the experiment focused on respondents' ability to use the CRD-required pre-contractual information. To this end, three pieces of pre-contractual information were selected.[418] Respondents were presented with three short scenarios related to each of these CRD-related information items (the order of the scenarios was randomised). For example, to test their ability to use information related to the right of withdrawal respondents read that after the purchase they wanted to return the smartphone. In each scenario, respondents were asked to indicate what their rights were

416 In a similar manner as in the Supermarket of the Future experiment at the Milan Expo (Elsen, M., R.I. Van Giesen & J. Leenheer (2015). *Milan BEXpo 2015: A behavioural study on food choices and eating habits*. For DG JUST. DOI: 10.2838/537411.)

417 Note that this already adds up to (about) 15 x 2 = 30 question items. We have to check the feasibility of asking comprehension and importance ratings for all pieces of information as this may produce a (too) lengthy questionnaire. Alternatives are to ask the ratings for a subset of the information pieces (e.g. dropping 1, 2 and 3, and perhaps more) or to ask respondents to rank the pieces of information in terms of importance.

418 The specific scenarios and tested items are presented in Table 55 and 56 of the results section

in that situation or what they should have done according to the pre-contractual information that they read before. One of the multiple choice answering options represents the "best" action based on the information that was provided. Through this approach, the experiment provides insight into whether respondents are able to use the pre-contractual information they have read in the first part of the experiment when the situation requires it.

In the **UCPD study**, respondents first saw an advertisement screen (see Figure 84). This screen contained the information required by the UCPD (Article 7(4)). Next, respondents saw the product information screen with the information required by the CRD (Article 6(1)). Subsequently, respondents were asked to answer questions on the redundancy of the UCPD-required information presented in the advertisement.

Figure 84 Example of the UCPD advertising

7.2.3. Outcome measures

The CRD study contained the following outcome measures:

- Understanding of the CRD-required information items (self-reported)
- (Perceived) relevance of the CRD-required information items
- Use of pre-contractual information

Respondents indicated, for each of the CRD-required information items, whether they understood the information (comprehension) and whether they thought the information was important (relevance). Use of pre-contractual information was measured by providing respondents with scenarios related to some of the CRD-required information items and measured their behavioural intention.

The UCPD study contained the outcome measure of **(perceived) redundancy of the information required in advertisements.** Possible redundancy of information required by the UCPD in advertisements was measured by asking respondents to indicate for each item whether they would have liked to have this information already at the advertising stage or not.

7.2.4. Post-experiment questionnaire

A concise post-experiment questionnaire measured relevant respondent characteristics. For example, a relevant variable is whether the respondent is **an expert in consumer law** (see also Experiment 2). This likely influences how easily the respondent understands specific pre-contractual information as well as his/her knowledge on the CRD, and, therefore, his/her use of pre-contractual information. Whether a respondent is an expert in consumer law is also a relevant variable for the UCPD experiment: experts might have even less need of duplication compared to non-experts, so it could also influence responses regarding redundancy of advertisement information.

We also measured respondents' **experience with e-commerce** as well as **familiarity with the product categories** (e.g., have they ever purchased streaming content?). Those more familiar with e-commerce may be more aware of pre-contractual information requirements and those more familiar with the product categories may be more aware of specific rules, such as having to give your prior express consent to start downloading or streaming digital content. In addition, those more familiar with the products may need less information about them, and hence, might have less need of duplication (i.e., point out the redundancy more often).

As always, we measured agreed **socio-demographics**, such as gender, age, level of education, financial status and work status.

7.3. Sample statistics

Experiment 4 was completed by 4,149 respondents of the GfK consumer panel (M_{age} = 46.50, *SD* = 14.86; range: 18-89; 50.5% female). The socio-demographic make-up of the sample regarding gender, age, education, work status, and financial situation is displayed in Table 285. The socio-demographic make-up per country regarding gender and age can be found in Table 286.

The included respondents were a representation of the national population of consumers aged 18+ in the respective countries. In order to ensure this, quotas were set on age (based on three age groups: 18-34, 35-54, and 55+) and gender. Furthermore, when recruiting sample from the panel, a spread of education, work status and financial situation was taken into account. No quotas on these variables were set, due to a lack of quota target data. The resulting sample may differ from the general population. As such, more people with a higher education are included than the EU average[419].

Table 285 Socio-demographics in Experiment 4

Variable		Percentage
Age	18 - 34 years	26.5%
	35 - 54 years	36.6%
	55 - 99 years	37.0%

[419] Eurostat. Educational attainment statistics 2016. Retrieved from: http://ec.europa.eu/eurostat/statistics-explained/index.php/Educational_attainment_statistics

Gender	Female	50.5%
	Male	49.5%
Education	Elementary (primary) school or less	1.4%
	Some high (secondary) school	7.4%
	Graduation from high (secondary) school	33.7%
	Graduation from college, university or other third-level institute	33.7%
	Post-graduate degree (Masters, PhD) beyond initial college degree	16.3%
	Still studying full-time	3.5%
	Other qualification	2.8%
	Refusal	1.0%
Work status	Self-employed	9.8%
	Manager	9.3%
	Other white collar	28.8%
	Blue collar	13.7%
	Student	5.4%
	House-person and other not in employment	5.8%
	Seeking a job	7.2%
	Retired	20.1%
Financial situation	*Thinking about your household's financial situation, would you say that making ends meet every month is… (5-point scale)*	*M* = 3.01 *SD* = 1.04
	1 - Very difficult	7.4%
	2 - Fairly difficult	22.8%
	3 - Neither easy nor difficult	40.2%
	4 - Fairly easy	20.7%
	5 - Very easy	8.9%

N = 4149 (all respondents)

Table 286 Gender and age per country

Country			Gender		Total
			Female	Male	
Bulgaria (*N* = 429)	Age	18 - 34	11.4%	14.0%	25.4%
		35 - 54	17.9%	18.2%	36.1%
		55 - 99	21.4%	17.0%	38.5%
	Total		50.8%	49.2%	100.0%
Finland (*N* = 401)	Age	18 - 34	13.5%	13.2%	26.7%
		35 - 54	16.0%	16.0%	31.9%
		55 - 99	22.2%	19.2%	41.4%
	Total		53.6%	46.4%	100.0%
France (*N* = 600)	Age	18 - 34	12.3%	10.8%	23.2%
		35 - 54	18.7%	17.3%	36.0%
		55 - 99	21.2%	19.7%	40.8%
	Total		52.2%	47.8%	100.0%
Germany (*N* = 604)	Age	18 - 34	9.3%	11.3%	20.5%
		35 - 54	18.2%	18.4%	36.6%
		55 - 99	23.0%	19.9%	42.9%
	Total		50.5%	49.5%	100.0%
Greece	Age	18 - 34	14.1%	14.3%	28.4%

(*N* = 440)		35 - 54	20.7%	20.0%	40.7%
		55 - 99	14.5%	16.4%	30.9%
	Total		49.3%	50.7%	100.0%
Netherlands (*N* = 603)	Age	18 - 34	13.6%	12.1%	25.7%
		35 - 54	16.9%	18.1%	35.0%
		55 - 99	20.9%	18.4%	39.3%
	Total		51.4%	48.6%	100.0%
Poland (*N* = 602)	Age	18 - 34	15.1%	15.9%	31.1%
		35 - 54	17.9%	16.8%	34.7%
		55 - 99	18.9%	15.3%	34.2%
	Total		52.0%	48.0%	100.0%
Portugal (*N* = 470)	Age	18 - 34	16.6%	15.7%	32.3%
		35 - 54	20.9%	21.3%	42.1%
		55 - 99	7.7%	17.9%	25.5%
	Total		45.1%	54.9%	100.0%
Total (*N* = 4149)	Age	18 - 34	13.2%	13.3%	26.5%
		35 - 54	18.4%	18.2%	36.6%
		55 - 99	19.0%	18.0%	37.0%
	Total		50.5%	49.5%	100.0%

N = 4149 (all respondents)

7.4. Results

This paragraph describes the results of Experiment 4. We first describe the results of Study 4a on the CRD (7.4.1), and then describe the results of Study 4b on the UCPD (7.4.2).

7.4.1. Study 4a (CRD)

7.4.1.1. Summary

In general, respondents indicated that they **understood** CRD-required information items and found the information **relevant**. In fact, on all CRD-required information items, a majority of respondents indicated that they understood the items and found them relevant. Understanding was particularly high if respondents had had previous experience with the product and/or with e-commerce. Moreover, although there were some country differences, understanding was high in all countries. Respondents were also quite able to **use** pre-contractual information. On all quiz items, a majority of respondents were able to recognize the correct course of action when following the pre-contractual information they previously received.

The presence of icons hardly seems to affect the relevance of the CRD-required information items and did not affect the use of pre-contractual information. Thus, for relevance and use, it did not seem to matter much whether the CRD-required information items were presented with or without icons. However, the presence of icons does influence respondents' understanding of CRD-required information items. When icons were present, the CRD information was understood less well compared to when no icons were present. Thus, adding icons did not seem to facilitate understanding of the information and for some information items even lowers understanding. This finding is in line with the findings of Experiment 2, in which icons had no beneficial effects and sometimes even resulted in less beneficial effects than a situation without icons. The presence of icons not being effective may be a general effect in that icons distract respondents from the information or a specific effect of the icons that were chosen (that is, perhaps the specific icons that were used were not very clear to respondents).

7.4.1.2. Main results

Summary: In general, respondents indicated that they understood CRD-required information items and found the information relevant. They also seemed able to use pre-contractual information.

Understanding of the CRD-required information items was measured by asking respondents to indicate for each piece of information whether they fully understood it or not (1 = *yes*, 2 = *no*). Percentages are displayed in Tables 287 (for streaming content) and 54 (for smartphones). In general, respondents indicated that they understand the information. On each information item, at least 68.4% of respondents indicated that they fully understood the information. On some information items there are differences between the streaming content screen with icons and the streaming content screen without icons, where more respondents understood the CRD-required information when it was presented *without* icons compared to when it was presented with icons. Specifically, this was the case for the *identity of the seller* (73.6% vs. 68.4%), *main characteristics of the product* (84.1% vs. 75.2%) and *out-of-court complaint and redress mechanisms* (79.8% vs. 75.8%).

Relevance of CRD-required information items was measured by asking respondents to indicate for each piece of information whether they thought it was crucial to have the information before making the decision to purchase the product (1 = *yes*, 2 = *no*). Percentages are displayed in Tables 287 (for streaming content) and 286 (for smartphones). In general, respondents found the information items relevant. On all items, a majority of respondents indicated that they think it is crucial to have the information before making the decision to purchase the product. There were no significant differences between the streaming content screens with and without icons, except on the item *main characteristics of the product*: slightly more respondents think it was crucial to have this information before their purchase decision when it was presented without icons compared to when it is presented with icons.

Table 287 Understanding and relevance percentages for streaming content (yes responses)

	Understanding			Relevance		
	No icons	Icons	*p*	No icons	Icons	*p*
Identity (name) of the seller	**73.6%**	**68.4%**	**.010***	70.0%	72.2%	.286
Geographical address of the seller	83.9%	82.6%	.439	65.1%	67.9%	.187
Main characteristics of the product	**84.1%**	**75.2%**	**<.001***	**88.4%**	**85.1%**	**.029***
Total price including taxes	90.5%	91.7%	.328	94.5%	93.6%	.364
Information about functionality and interoperability of digital content	82.2%	81.4%	.641	90.5%	89.2%	.361
Arrangements for payment	90.0%	89.5%	.742	92.0%	90.7%	.324
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	77.6%	74.9%	.161	76.4%	78.5%	.256
After-sale customer assistance and commercial guarantees	90.0%	89.9%	.971	80.5%	80.8%	.903
Arrangements for complaint handling	89.7%	88.2%	.305	74.0%	75.4%	.457
Out-of-court complaint and	**79.8%**	**75.8%**	**.029***	58.6%	61.7%	.154

redress mechanisms						

N = 2020 (streaming content only); * Significant at p < .05[420]

Table 288 Understanding and relevance percentages for smartphones (yes responses)

	Understanding	Relevance
Identity (name) of the seller	83.3%	77.6%
Geographical address of the seller	85.7%	77.0%
Main characteristics of the product	84.8%	93.5%
Total price including taxes	95.0%	96.8%
Arrangements for payment	92.8%	89.6%
Arrangements for delivery	89.9%	85.7%
Any additional delivery charges	84.0%	83.3%
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	78.1%	80.8%
Information about the cost of returning the goods	82.1%	76.6%
Reminder of the legal guarantee	83.4%	79.0%
After-sale customer assistance and commercial guarantees	84.7%	82.5%
Arrangements for complaint handling	91.2%	76.5%
Out-of-court complaint and redress mechanisms	77.2%	60.5%

N = 1013 (smartphones only)

At the end of the questionnaire, we measured **use of pre-contractual CRD-required information items** with three quiz questions. In each quiz question, respondents read a scenario about the product and were asked what they should do in the scenario if they followed the information they had read on the website. Responses to quiz questions are displayed in Tables 289 (for streaming content) and 288 (for smartphones), with correct answers in bold. In general, respondents were able to use the pre-contractual information. On all items, a majority of respondents chose the correct answer. Whether respondents had previously seen a (streaming content) screen with or without icons did not influence their responses on the quiz questions.

Table 289 Responses on quiz questions for streaming content (correct answer in bold)

	Scenario	Answer options	No icons	Icons	*p*
1	Imagine that you have paid to watch the movie. You have started watching it that same day. After having watched for three minutes, you decide that this is not the movie for you. Which statement is true?	**I do not have the right to get my money back**	**67.9%**	**68.4%**	.815
		I have the right to get my money back	32.1%	31.6%	
2	Imagine that you have continued watching the movie. Suddenly, the quality of the movie worsens and the sound disappears. As a result, you are unable to follow the rest of	I should do nothing	1.8%	1.8%	.349
		I should contact the provider's customer support	**88.2%**	**90.1%**	

420 The p-value is the probability of obtaining results at least as extreme as those observed, given that the null hypothesis is true. The significance level α, is the probability of rejecting the null hypothesis, given that it is true. In the current study, the significance level α = .05 is used. Statistical significance is attained when the observed p-value is lower than the defined significance level.

	the movie. Your internet connection is working fine and you believe that the problem is due to supplier's fault. What should you do if you follow the information you read on the provider's website?	I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform	8.8%	6.7%	
		I should do something else	1.2%	1.4%	
3	Imagine that you have contacted the provider to complain about the movie. The provider states that the movie is supplied without any guarantee of quality and refuses to refund the money you paid for the movie. You do not agree with this. What should you do if you follow the information you read on the seller's website?	I should do nothing	4.2%	4.8%	.190
		I should contact the police or go to court	6.4%	4.8%	
		I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform	**84.6%**	**83.9%**	
		I should do something else	4.9%	6.4%	

N = 2020 (streaming content only); test: whether respondents were significantly more likely to answer the quiz questions correctly in the presence of icons.

Table 290 Responses on quiz questions for smartphones (correct answer in bold)

	Scenario	Answer options	
1	Imagine that you have bought the smartphone from the online seller. Once it has been delivered to you and you open the package you see that the colour is not what you expected. Which statement is true?	I cannot return the smartphone	10.1%
		I can return the smartphone and get my money back	**89.9%**
2	Imagine that, instead, you have bought the smartphone and are pleased with it. However, after you have used it for a few months the microphone suddenly stops working. As a result, the people you call cannot hear you. What should you do if you follow the information you read on the seller's website?	I should do nothing	0.8%
		I should contact the seller's customer support and ask them to fix the problem under the guarantee	**96.4%**
		I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform	2.1%
		I should do something else	0.7%
3	Imagine that you have contacted the seller because of the broken microphone. The seller refuses to solve the problem, blaming you for the defect. You disagree with the seller. What should you do if you follow the information you	I should do nothing	1.8%
		I should contact the police or go to court	4.7%

	read on the seller's website?	**I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform**	**85.3%**
		I should do something else	8.2%

N = 1013 (smartphones only)

7.4.1.3. Differences across consumer groups

Summary: For some CRD-required information items, respondents' (self-reported) understanding of the item depended on their experience with e-commerce and their experience with purchasing the product. In both cases, having experience was associated with a better understanding of CRD-required information items. The icon effect – that is, understanding sometimes being lower when icons are present compared to when icons are not present – did not depend on experience. For most CRD-required information items, understanding of the item did not depend on being an expert in consumer law or not. For some items, the icon effect depended on being an expert. Experts appeared to be less distracted by icons, as, unlike for non-experts, their understanding of CRD-required information items did not decrease when icons were present compared to when icons were absent.

At the end of the questionnaire, we measured whether respondents had **experience with e-commerce** by asking respondents whether they had ever bought something online (1 = *No, I have never done this*, 2 = *Yes, I have done this a couple of times*, 3 = *Yes, I have done this often*). Respondents with experience with e-commerce may be better able to understand CRD items. Most respondents had at least some experience with e-commerce, as only 4.7% indicated that they had never bought something online (42.5% had bought something online a couple of times and 52.7% had done this often). Moreover, most respondents with experience with e-commerce had bought something online recently (33.5% less than a week ago, 30.6% between a week and a month ago, 20.4% 1-3 months ago, the others more than three months ago).

We examined whether understanding of the CRD-required information items depends on experience with e-commerce. Percentages are displayed in Tables 291 (for streaming content) and 290 (for smartphones). For streaming content, understanding of the CRD-required information items indeed depended on experience with e-commerce, and this was the case for all CRD items.[421] For smartphones, understanding depended on experience with e-commerce for the items *identity of the seller*, *geographical address of the seller* and *information about the cost of returning the goods*. For all these items, experience with e-commerce was associated with a better understanding of the CRD-required information item.

Moreover, we examined whether the icon effect that we found on understanding – that is, understanding sometimes being lower when icons are present compared to when icons are not present – depends on experience with e-commerce. This was not the case[422]. So, if there was an icon effect on an information item, it was the same for respondents who have experience with e-commerce as for respondents who had no experience with e-commerce.

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421 *ps* < .05

422 *ps* > .05

Table 291 Understanding percentages for streaming content separated by experience with e-commerce

	Never bought something online		Bought something online a couple of times		Often bought something online	
	No icons	Icons	No icons	Icons	No icons	Icons
Identity (name) of the seller	58.0%	50.0%	71.4%	67.2%	77.0%	71.5%
Geographical address of the seller	70.0%	68.3%	82.0%	82.1%	86.8%	84.7%
Main characteristics of the product	62.0%	56.7%	82.7%	73.3%	87.4%	79.0%
Total price including taxes	74.0%	78.3%	87.5%	91.6%	94.6%	93.3%
Information about functionality and interoperability of digital content	66.0%	52.5%	77.5%	77.9%	87.8%	87.6%
Arrangements for payment	66.0%	67.8%	86.8%	89.5%	95.0%	92.0%
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	66.0%	49.2%	73.9%	71.9%	81.8%	80.3%
After-sale customer assistance and commercial guarantees	70.0%	78.0%	88.9%	89.1%	92.8%	92.0%
Arrangements for complaint handling	68.0%	76.3%	88.2%	86.7%	93.0%	90.8%
Out-of-court complaint and redress mechanisms	66.0%	61.0%	76.6%	73.3%	83.9%	79.5%

N = 2020 (streaming content only)

Table 292 Understanding percentages for smartphones separated by experience with e-commerce

	Never bought something online	Bought something online a couple of times	Often bought something online	*p*
Identity (name) of the seller	**58.1%**	**82.4%**	**85.4%**	**<.001***
Geographical address of the seller	**67.7%**	**83.8%**	**88.2%**	**.002***
Main characteristics of the product	74.2%	83.4%	86.5%	*.098*
Total price including taxes	90.3%	94.9%	95.3%	.472
Arrangements for payment	90.3%	91.2%	94.2%	.179
Arrangements for delivery	83.9%	88.5%	91.4%	.159
Any additional delivery charges	74.2%	84.5%	84.2%	.314
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	71.0%	76.0%	80.1%	.183
Information about the cost of returning the goods	**71.0%**	**77.8%**	**86.2%**	**.001***
Reminder of the legal guarantee	77.4%	81.1%	85.6%	.108
After-sale customer assistance and commercial guarantees	77.4%	82.9%	86.5%	.154
Arrangements for complaint handling	83.9%	91.9%	91.1%	.306

Out-of-court complaint and redress mechanisms	64.5%	76.9%	78.1%	.209

N = 1013 (smartphones only) ; * Significant at p < .05

Furthermore, we measured whether respondents had **experience with purchasing the same product type** by asking respondents whether they had ever bought a smartphone (for respondents in the smartphone conditions) or whether they had ever streamed or downloaded a movie, music or other content from the internet (for respondents in the streaming content conditions), with the same answering options as for experience with e-commerce. Most respondents had at least some experience with buying a smartphone (only 26.1% had never done this). Respondents had less experience with streaming content (46.8% had never done this). If respondents indicated that they had experience with buying a smartphone, they had often done this quite some time ago (with the largest group, 36.4%, more than a year ago); if respondents indicated that they had experience with streaming or downloading content from the internet, they had often done this quite recently (with the largest group, 28.3%, less than a week ago).

We examined whether understanding of the CRD-required information items depends on experience with purchasing the product. Percentages are displayed in Tables 293 (for streaming content) and 292 (for smartphones). For streaming content, understanding of the CRD items indeed depended on experience with purchasing the product, and this was the case for all CRD-required information items[423], except for *total price including taxes*[424]. For smartphones, understanding also depended on experience with purchasing the product for all items. However, for for *arrangements for delivery* and *right of withdrawal from the contract* the results were only marginally significant. For all these items, experience with e-commerce was associated with a better understanding of the CRD-required information item. Unexpectedly, however, for smartphones, CRD items are sometimes better understood in the group of consumers who have bought smartphones a couple of times (medium experience) than in the group of consumers who have often bought smartphones (extensive experience).

Moreover, we examined whether the icon effect that we found on understanding – that is, understanding sometimes being lower when icons are present compared to when icons are not present – depends on experience with purchasing the product, which is not the case.[425]

Table 293 Understanding percentages for streaming content separated by experience with the product

	Never streamed or downloaded		Streamed or downloaded a couple of times		Often streamed or downloaded	
	No icons	Icons	No icons	Icons	No icons	Icons
Identity (name) of the seller	65.7%	58.6%	77.6%	75.3%	85.8%	80.9%
Geographical address of the seller	79.2%	77.0%	86.8%	85.8%	90.2%	91.3%
Main characteristics of the product	78.4%	68.8%	88.8%	78.7%	89.6%	85.2%
Total price including taxes	88.4%	88.1%	91.9%	94.3%	92.9%	96.2%
Information about functionality and interoperability of digital content	73.9%	72.4%	88.8%	88.6%	90.7%	91.2%

423 *ps* < .05

424 This may be due to a *ceiling effect*: Understanding is already so high in the group of consumers who have no experience with streaming or downloading that there is no room for an increase in the groups of consumers with experience.

425 *ps* > .05

Arrangements for payment	85.4%	85.8%	95.0%	92.0%	91.8%	94.5%
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	71.3%	70.5%	82.6%	75.9%	83.6%	84.6%
After-sale customer assistance and commercial guarantees	86.1%	86.4%	93.8%	83.5%	92.3%	92.3%
Arrangements for complaint handling	85.2%	84.9%	94.4%	90.3%	91.8%	92.9%
Out-of-court complaint and redress mechanisms	74.5%	73.2%	84.9%	75.3%	83.6%	83.5%

N = 2020 (streaming content only)

Table 294 Understanding percentages for smartphones separated by experience with the product

	Never bought smartphones	Bought smartphones a couple of times	Often bought smartphones	*p*
Identity (name) of the seller	76.3%	86.1%	82.6%	**.002***
Geographical address of the seller	80.0%	88.1%	84.3%	**.008***
Main characteristics of the product	74.3%	88.2%	87.8%	**<.001***
Total price including taxes	90.6%	96.9%	93.0%	**<.001***
Arrangements for payment	89.4%	94.2%	92.2%	**.045***
Arrangements for delivery	86.5%	91.4%	88.7%	*.085*
Any additional delivery charges	78.4%	86.8%	80.0%	**.004***
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	72.7%	80.1%	78.3%	*.056*
Information about the cost of returning the goods	72.7%	85.0%	86.1%	**<.001***
Reminder of the legal guarantee	74.3%	86.8%	83.5%	**<.001***
After-sale customer assistance and commercial guarantees	77.6%	87.0%	87.0%	**.002***
Arrangements for complaint handling	88.2%	93.0%	87.8%	**.031***
Out-of-court complaint and redress mechanisms	71.4%	79.3%	77.4%	**.043***

N = 1013 (smartphones only); * Significant at p < .05

We also measured whether respondents were **experts in consumer law**. Experts may be better able to understand CRD-required information items. Respondents were asked whether they were familiar with consumer law (1 = *no*, 2 = *yes*). Respondents who indicated that they were familiar with consumer law were asked whether they had studied consumer law or had a job related to consumer law (1 = *no*, 2 = *yes*). As with the previous experiments, quite some respondents indicated that they were familiar with consumer law (54%), but only 10% of these respondents had actually studied consumer law or had jobs related to consumer law. We considered respondents who had studied consumer law experts, and the other respondents non-experts.

We examined whether understanding of the CRD-required information items depends on being an expert. Percentages are displayed in Tables 295 (for streaming content) and

294 (for smartphones). There were no differences between experts and non-experts in understanding CRD-required information items for most items of streaming content[426] and for all items of smartphones. Thus, it appears that experts did not indicate that they understand the items better than non-experts do. Note that understanding was self-reported, however. For streaming content, the icon effect depended on being an expert for *identity of the seller*, *geographical address of the seller* and *main characteristics of the product*. For *identity of the seller* and *main characteristics of the product*, non-experts understand the CRD-required information item better when it is presented without icons[427]; for experts, understanding of these CRD items does not depend on the presence of icons[428]. For *geographical address of the seller*, non-experts' understanding of the CRD item did not depend on the presence of icons[429], but experts understood the item slightly better when it was presented with icons[430]. However, these (interaction) effects should be interpreted with caution, as there are few experts in the sample (approximately 50 per condition).

Table 295 Differences between experts and non-experts in understanding CRD items of streaming content

	Non-experts		Experts	
	No icons	Icons	No icons	Icons
Identity (name) of the seller	73.4%	67.4%	76.4%	88.0%
Geographical address of the seller	84.6%	82.2%	72.7%	90.0%
Main characteristics of the product	84.7%	74.8%	74.5%	84.0%
Total price including taxes	90.8%	91.5%	85.5%	96.0%
Information about functionality and interoperability of digital content	82.6%	81.3%	76.4%	84.0%
Arrangements for payment	90.2%	89.5%	85.5%	90.0%
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	77.5%	74.3%	78.2%	86.0%
After-sale customer assistance and commercial guarantees	90.0%	89.5%	89.1%	98.0%
Arrangements for complaint handling	89.9%	88.1%	85.5%	90.0%
Out-of-court complaint and redress mechanisms	79.8%	75.1%	80.0%	90.0%

N = 2020 (streaming content only)

Table 296 Differences between experts and non-experts in understanding CRD items of smartphones

	Non-experts	Experts	*p*
Identity (name) of the seller	83.7%	75.5%	.133
Geographical address of the seller	85.8%	83.7%	.680
Main characteristics of the product	85.0%	81.6%	.527
Total price including taxes	95.0%	93.9%	.721
Arrangements for payment	92.7%	93.9%	.764
Arrangements for delivery	90.0%	87.8%	.604
Any additional delivery charges	84.0%	83.7%	.948
Right of withdrawal from the contract (cancellation right), the conditions,	77.7%	85.7%	.186

426 Except for *geographical address of the seller* and *main characteristics of the product*, but these main effects are qualified by significant expert × icon interaction effects, explained hereafter

427 *ps* < .01

428 *ps* > .05

429 *p* = .174

430 *p* = .30

time limit and procedures + the model withdrawal form			
Information about the cost of returning the goods	82.2%	81.6%	.925
Reminder of the legal guarantee	83.3%	85.7%	.657
After-sale customer assistance and commercial guarantees	84.6%	85.7%	.840
Arrangements for complaint handling	91.3%	89.8%	.719
Out-of-court complaint and redress mechanisms	77.0%	81.6%	.448

N = 1013 (smartphones only)

7.4.1.4. Differences across countries

Summary: Respondents' understanding of CRD-required information items was high in all countries. In some countries, understanding depended on the presence of icons.

We examined whether understanding of the CRD-required information items varies across countries. Percentages are displayed in Tables 297 (for streaming content) and 296 (for smartphones). Respondents' understanding of CRD-required information items was high in all countries. In all countries, a majority indicated having understood each item. On most items, understanding did differ across countries. Which countries score relatively high and which countries score relatively low on understanding differs per CRD-required information item (see Tables 297 and 298), with no clear pattern emerging.

For streaming content, whether understanding of CRD-required information items depends on the presence of icons differs per item and per country. If there was a significant difference, it was generally less likely that the item was understood when icons were present (versus not present), with the exception of the Netherlands on *information about functionality and interoperability of digital content,* which was more likely to be understood when presented with icons.[431]

[431] It should be noted, however, that the country × icon interaction is only significant on *right of withdrawal from the contract* (p = .007, other ps > .05).

Table 297 Country differences in understanding CRD items of streaming content

		Bulgaria	Finland	France	Germany	Greece	Netherlands	Poland	Portugal	*Country effect p*
Identity (name) of the seller	No icons	83.3%	70.0%	66.0%	70.5%	83.8%	73.8%	71.5%	74.6%	**.019***
	Icons	85.6%	69.0%	62.7%	58.6%	75.9%	72.8%	59.7%	68.1%	
	p	.650	.878	.547	**.045***	.147	.848	**.043***	.273	
Geographical address of the seller	No icons	90.2%	79.0%	76.0%	81.8%	87.4%	87.2%	84.8%	86.4%	**.041***
	Icons	85.6%	83.0%	72.7%	75.9%	82.4%	93.4%	84.0%	84.5%	
	p	.305	.471	.509	.241	.303	*.072*	.851	.671	
Main characteristics of the product	No icons	91.2%	79.0%	78.0%	74.2%	91.0%	85.2%	89.0%	87.3%	**.001***
	Icons	85.6%	79.0%	62.7%	61.7%	77.8%	82.1%	72.2%	86.2%	
	p	.205	1.00	**.004***	**.028***	**.007***	.465	**<.001***	.807	
Total price including taxes	No icons	88.2%	91.0%	88.7%	92.4%	86.5%	89.3%	93.1%	94.1%	.448
	Icons	94.6%	92.0%	88.0%	92.5%	90.7%	94.0%	91.0%	91.4%	
	p	*.096*	.800	.857	.986	.322	.134	.503	.428	
Information about functionality and interoperability of digital content	No icons	88.2%	79.0%	84.7%	81.1%	90.1%	67.1%	82.1%	89.8%	**<.001***
	Icons	80.9%	83.0%	79.3%	78.9%	83.3%	79.5%	81.3%	87.1%	
	p	.142	.471	.229	.667	.140	**.016***	.857	.509	
Arrangements for payment	No icons	95.1%	90.0%	86.0%	93.2%	89.2%	86.6%	90.3%	91.5%	.251
	Icons	90.2%	88.0%	85.3%	88.7%	94.4%	90.1%	87.5%	93.1%	
	p	.235	.651	.869	.206	.157	.347	.441	.651	
Right of withdrawal from the contract	No icons	88.2%	68.0%	78.0%	83.3%	82.9%	55.7%	86.2%	81.4%	**<.001***
	Icons	74.5%	77.0%	68.0%	85.0%	74.1%	66.2%	78.5%	78.4%	
	p	**.011***	.154	*.051*	.717	.112	*.062*	*.085*	.579	
After-sale customer assistance and commercial guarantees	No icons	87.3%	84.0%	85.3%	90.9%	94.6%	90.6%	93.8%	92.4%	.058
	Icons	94.5%	86.0%	82.7%	88.7%	91.7%	94.0%	89.6%	93.1%	
	p	.063	.692	.529	.556	.391	.263	.195	.830	

Arrangements for complaint handling	No icons	89.2%	81.0%	84.0%	92.4%	92.8%	89.3%	94.5%	93.2%	**.007***
	Icons	90.0%	85.0%	78.0%	87.2%	89.8%	93.4%	89.6%	94.0%	
	p	.852	.451	.185	.161	.434	.205	.124	.816	
Out-of-court complaint and redress mechanisms	No icons	83.3%	69.0%	76.0%	81.1%	84.7%	73.2%	84.1%	88.1%	**.003***
	Icons	76.4%	68.0%	70.0%	80.5%	74.1%	76.8%	77.8%	81.9%	
	p	.207	.879	.242	.900	.052	.463	.168	.181	

N = 2020 (streaming content only); Significant at p < .05; the country effect p-value indicate the presence of general country differences; the p-values presented in rows indicate differences between the icon vs. no-icon conditions at country-level

Table 298 Country differences in understanding CRD items of smartphones

	Bulgaria	Finland	France	Germany	Greece	Netherlands	Poland	Portugal	*p*
Identity (name) of the seller	87.9%	79.2%	73.3%	89.5%	92.7%	87.6%	73.6%	86.2%	**<.001***
Geographical address of the seller	86.9%	81.2%	74.4%	86.5%	89.0%	94.8%	88.9%	82.8%	**<.001***
Main characteristics of the product	93.5%	73.3%	74.0%	85.0%	93.6%	72.5%	92.4%	95.7%	**<.001***
Total price including taxes	99.1%	95.0%	88.7%	95.5%	99.1%	95.4%	93.1%	96.6%	**.003***
Arrangements for payment	96.3%	94.1%	88.7%	96.2%	95.4%	89.5%	91.0%	94.0%	.076
Arrangements for delivery	89.7%	76.2%	87.3%	97.0%	92.7%	90.8%	93.1%	89.7%	**<.001***
Any additional delivery charges	86.9%	69.3%	74.0%	94.0%	82.6%	85.6%	86.8%	91.4%	**<.001***
Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form	88.8%	66.3%	76.7%	82.0%	81.7%	66.7%	81.3%	83.6%	**<.001***

Information about the cost of returning the goods	83.2%	76.2%	74.7%	93.2%	84.4%	85.6%	80.6%	78.4%	**.002***
Reminder of the legal guarantee	88.8%	87.1%	78.7%	81.2%	78.0%	83.0%	84.0%	88.8%	.140
After-sale customer assistance and commercial guarantees	90.7%	77.2%	76.7%	85.0%	93.6%	85.6%	84.7%	86.2%	**.003***
Arrangements for complaint handling	92.5%	93.1%	78.7%	90.2%	96.3%	96.7%	91.7%	93.1%	**<.001***
Out-of-court complaint and redress mechanisms	81.3%	61.4%	67.3%	81.2%	80.7%	80.4%	80.6%	83.6%	**<.001***

N = 1013 (smartphones only); Significant at $p < .05$; the p-value indicate the presence of differences between countries

7.4.2. Study 4b (UCPD)

7.4.2.1. Summary

In the UCPD study, respondents first saw an advertisement. This advertisement contained all the information required by the UCPD Article 7(4). Next, respondents saw the product information required by the CRD. Subsequently, respondents were asked to answer questions on the redundancy of the advertisement information. Only for *arrangements for complaint handling* (53.3%) and the *geographical address of the seller* (50.2%) did a majority of respondents indicate that they did not need to receive this information already in the advertisement. On all other information items most respondents indicated that they would like to see the information already in the advertisement.

7.4.2.2. Main results

Summary: Only for arrangements for complaint handling (53.3%) and the geographical address of the seller (50.2%) did a majority of respondents indicate that they do not need this information in the advertisement. On all other information items most respondents indicated that they would like to see the information in the advertisement.

Respondents were asked to imagine that they were looking for a new smartphone and saw an online advertisement of a smartphone they were supposedly interested in. By clicking on the advertisement respondents could go to the product information screen, which was the same as for the CRD study. After reading the product information, respondents saw the advertisement again. We explained that there was some overlap between the advertisement and the information that respondents had read on the product information screen. Respondents were asked to imagine that they went through the purchasing process again. We measured **redundancy of UCPD information requirements in advertising** by asking respondents to indicate which of the listed pieces of information they would need to already see in the advertisement in order to decide whether they would visit the online store (1 = *I do not need this information in the advertisement*, 2 = *I need this information in the advertisement*).

Table 299 displays the percentage of respondents indicating that they did not need the information in the advertisement and the percentage of respondents indicating that they did need the information in the advertisement. Overall, respondents seem to want quite some information in the advertisement. The most important information to receive in the advertisement seems to be the *total price of the product including taxes* (only 7.7% does not need it in the advertisement) and the *description of the product* (only 9.1% does not need it in the advertisement). Only for *arrangements for complaint handling* (53.3%) and the *geographical address of the seller* (50.2%) did a majority of respondents indicate that they do not need this information in the advertisement. On all other information items most respondents indicated that they would like to see the information in the advertisement.

Table 299 Percentage of respondents (not) needing specific information in the advertisement

	I do not need this information in the advertisement	I need this information in the advertisement
Arrangements for complaint handling	53.3%	46.7%
Geographical address of the seller	50.2%	49.8%
Information about the right to cancel the online contract (the right of withdrawal)	41.5 %	58.5%
Time for delivery	32.2%	67.8%
Available means of payment	31.8%	68.2%
Identity (name) of the seller	29.7%	70.3%
Information about any additional delivery or postal charges	22.2%	77.8%

Information about the product (here: name and picture)	9.1%	90.9%
Total price of the product including taxes	7.7%	92.3%

N = 1018

7.4.2.3. Differences across consumer groups

Summary: Opinions on the redundancy of UCPD information requirements in advertising varied depending on respondents' experience with e-commerce and their experience with purchasing the product. However, the impact of this experience on the perceptions of the redundancy depended on the specific UCPD information item. Experts in consumer law did not differ from non-experts in the likelihood to indicate that they did not need to see the UCPD information items already in the advertisement.

Whether respondents wanted to already see certain information items in the advertisement or not depended on whether respondents had **ever bought something online**. Table 300 displays per information item the percentage of respondents not needing the information in the advertisement separated by experience with e-commerce. There were significant differences across the three groups with different levels of experience with e-commerce on several information items: arrangements for complaint handling, the right of withdrawal, time for delivery, information about the product and total price of the product including taxes. Interestingly, the effect was not the same on all information items. On *arrangements for complaint handling*, *the right of withdrawal* and *time for delivery* greater experience with e-commerce was associated with being *less* interested to see this information already in the advertisement. On *information about the product* and *total price of the product* including taxes greater experience with e-commerce was associated with being *more* interested to see this information already in the advertisement.

Table 300 Percentage of respondents NOT needing the information in the advertisement separated by experience with e-commerce

	Never bought something online	Bought something online a couple of times	Often bought something online	*p*
Arrangements for complaint handling	40.4%	46.4%	59.8%	**<.001***
Geographical address of the seller	42.3%	47.8%	52.7%	.163
Information about the right to cancel the online contract (the right of withdrawal)	32.7%	35.8%	46.5%	**.002***
Time for delivery	26.9%	26.7%	36.9%	**.002***
Available means of payment	32.7%	27.9%	34.7%	*.077*
Identity (name) of the seller	44.2%	29.3%	28.5%	*.060*
Information about any additional delivery or postal charges	28.8%	20.9%	22.5%	.413
Information about the product (here: name and picture)	23.1%	10.1%	7.1%	**<.001***
Total price of the product including taxes	17.3%	8.2%	6.4%	**.016***

N = 1018; Significant at p < .05; the p-value indicate the presence of differences between different levels of experience with e-commerce

Whether respondents wanted to already see certain information in the advertisement or not also depended on whether respondents had **ever bought a smartphone**. Table 301 displays per information item the percentage of respondents not needing the information in the advertisement separated by experience with buying smartphones. There were significant differences across the three groups with different levels of experience with buying smartphones on two information items: the right of withdrawal and available means of payment. On *the right of withdrawal*, increased experience with buying smartphones was associated with being less interested to already see the information in the advertisement. On *available means of payment*, respondents who had bought smartphones a couple of times indicated that they did not need to see this information in the advertisement; respondents with no or a lot of experience with buying smartphones were more likely to indicate that they would like to see the information in the advertisement.

Table 301 Percentage of respondents NOT needing the information in the advertisement separated by experience with buying smartphones

	Never bought smartphones	Bought smartphones a couple of times	Often bought smartphones	*p*
Arrangements for complaint handling	47.6%	55.8%	54.7%	*.067*
Geographical address of the seller	44.8%	52.4%	51.9%	*.094*
Information about the right to cancel the online contract (the right of withdrawal)	35.0%	43.9%	44.3%	**.032**
Time for delivery	27.3%	34.7%	31.1%	*.083*
Available means of payment	25.9%	35.0%	29.2%	**.020**
Identity (name) of the seller	28.0%	30.2%	31.1%	.746
Information about any additional delivery or postal charges	21.0%	23.6%	17.0%	.263
Information about the product (here: name and picture)	11.5%	8.3%	7.5%	.243
Total price of the product including taxes	8.4%	7.3%	7.5%	.859

N = 1018

We also looked at whether answers on the redundancy of the UCPD information requirements in advertising depended on being an **expert in consumer law**. Table 302 displays per information item the percentage of respondents not needing the information in the advertisement separated by being an expert or not. For all information items, experts and non-experts did not differ in the likelihood to indicate that they do not need the information in the advertisement.

Table 302 Percentage of respondents NOT needing the information in the advertisement separated by being an expert or not

	Non-experts	Experts	*p*
Arrangements for complaint handling	53.6%	50.0%	.574
Geographical address of the seller	50.5%	45.5%	.426
Information about the right to cancel the online contract (the right of withdrawal)	41.8%	36.4%	.385
Time for delivery	32.6%	27.3%	.374

Available means of payment	32.2%	25.8%	.274
Identity (name) of the seller	30.3%	21.2%	.120
Information about any additional delivery or postal charges	22.2%	22.7%	.915
Information about the product (here: name and picture)	9.0%	10.6%	.668
Total price of the product including taxes	7.5%	10.6%	.352

N = 1018

7.4.2.4. Differences across countries

Summary: The percentages of respondents wanting to see certain information in the advertisement differed significantly across countries. This was the case for all UCPD items, except for information about the product.

We examined country differences in the opinions about the redundancy of the UCPD information requirements in advertising. Percentages per country are displayed in Table 303. There were country differences on all items, except for *information about the product*. Follow-up analyses per information item revealed which countries particularly differed from the other countries. In general, compared to other countries, particularly respondents from Portugal seemed to be more likely to indicate that they would like to see information in the advertisement and respondents from the Netherlands seemed to be less likely to indicate that they would like to see information in the advertisement. Below, we describe the results per item.

On *arrangements for complaint handling*, compared to other countries, respondents from Bulgaria and Portugal were more likely to indicate that they need the information in the advertisement; respondents from Germany and the Netherlands were less likely to indicate that they need the information in the advertisement. On *geographical address of the seller*, respondents from Portugal were more likely and respondents from the Netherlands were less likely to indicate that they need the information in the advertisement. On *the right of withdrawal*, again, respondents from Portugal were more likely and respondents from the Netherlands were less likely to indicate that they need the information in the advertisement. On *time for delivery*, respondents from Portugal and France were more likely and respondents from Greece were less likely to indicate that they need the information in the advertisement. On *identity of the seller*, respondents from Portugal were more likely to indicate that they need the information in the advertisement. On *available means of payment*, respondents from Portugal and Greece were more likely and respondents from the Netherlands and Poland were less likely to indicate that they need the information in the advertisement. On *information about any additional delivery or postal charges*, respondents from Portugal and Finland were more likely and respondents from the Netherlands were less likely to indicate that they need the information in the advertisement. Finally, on *total price of the product including taxes*, respondents from Bulgaria (closely followed by Germany) were less likely (still close to 90%) to indicate that they need the information in the advertisement.

Table 303 Country differences in NOT needing the information in the advertisement

	Bulgaria	Finland	France	Germany	Greece	Netherlands	Poland	Portugal	*p*
Arrangements for complaint handling	37.0%	62.0%	52.0%	66.2%	43.8%	67.3%	55.9%	36.7%	**<.001**
Geographical address of the seller	55.6%	50.0%	42.7%	49.6%	45.5%	64.0%	55.2%	36.7%	**<.001**
Information about the right to cancel the online contract (the right of withdrawal)	32.4%	44.0%	34.0%	51.1%	31.3%	60.0%	45.5%	27.5%	**<.001**
Time for delivery	31.5%	29.0%	20.0%	36.8%	57.1%	29.3%	37.2%	20.0%	**<.001**
Available means of payment	27.8%	28.0%	30.0%	34.6%	13.4%	50.0%	46.9%	14.2%	**<.001**
Identity (name) of the seller	33.3%	37.0%	29.3%	21.8%	33.9%	28.7%	36.6%	18.3%	**.008**
Information about any additional delivery or postal charges	21.3%	12.0%	16.0%	29.3%	20.5%	34.0%	29.0%	10.0%	**<.001**
Information about the product (here: name and picture)	13.0%	9.0%	10.7%	9.8%	8.0%	12.7%	4.8%	5.0%	.161
Total price of the product including taxes	13.0%	4.0%	10.7%	12.0%	6.3%	6.0%	4.1%	5.0%	**.022**

N = 1018

Part III: Annexes

1. ANNEX 1: SURVEY QUESTIONNAIRE

1.1. Translation

The questionnaire was made available to respondents in the national languages of all countries surveyed and even some additional languages in order to maximise respondent engagement and understanding. The questionnaire was prepared in English, and then translated into the other survey languages.

The below table lists the countries included in the survey, and the respective languages.

Table 304 Countries and languages of the questionnaire

EU28	Languages
AT	German
BE	French, Dutch
BG	Bulgarian
CY	Greek
CZ	Czech
DE	German
DK	Danish
EE	Estonian, Russian
EL	Greek
ES	Spanish
FI	Finnish
FR	French
HR	Croatian
HU	Hungarian
IE	English
IT	Italian
LT	Lithuanian
LU	German, French, Luxembourgish
LV	Latvian, Russian
MT	Maltese, English
NL	Dutch
PL	Polish
PT	Portuguese
RO	Romanian
SE	Swedish
SI	Slovenian
SK	Slovak
UK	English
NON-EU	Languages
IS	Icelandic
NO	Norwegian

1.2. Consumer survey questionnaire

Questionnaire - Fitness Check Consumer Rules

GfK Belgium is carrying out a study about the legal situation with regard to consumer rights, on behalf of the European Commission. As part of this overall study, we are conducting an EU-wide online survey of consumers, in order to better understand consumers' attitudes and experiences in relation to this topic.

We would greatly appreciate if you contributed by taking part in this online survey. Your answers will help get a better overall picture of consumer rights in Europe.

Your answers will be treated confidentially, and statistically and anonymously evaluated. We guarantee that your name does not appear in relation to the data and the data protection regulations are strictly adhered. Please read the questions carefully before you answer. The on-screen instructions will guide you through the interview. The questionnaire takes approx. 15-20 minutes.

After you answer a question, click the "Forward"-button. Going backwards is not possible, otherwise the questionnaire will be cancelled. All questions have to be answered, before it is possible to go to the next page. If you are not able to get the next page, please look for an error message.

III. SOCIO-DEMOGRAPHIC QUESTIONS

Base: all respondents

S1

How old are you?

Base: all respondents

S2

Are you a…?

1. Man
2. Woman

IV. MAIN QUESTIONNAIRE

A IMPORTANCE OF ASPECTS WHEN PURCHASING ONLINE AND OFFLINE

The first set of questions collects details on the importance of aspects when purchasing online and offline.

Base: all respondents

Q1

When purchasing goods or services in each of these four situations, how important are the following factors in making your purchase decision?

	When purchasing goods and services **online** in **(COUNTRY)**	When purchasing goods and services **online** from **another EU country**	When purchasing goods and services **in a shop** in **(COUNTRY)**	When purchasing goods and services **in a shop** in **another EU country**
Language	1. Very important 2. Important 3. Moderately important 4. Slightly important 5. Not at all important 6. Don't know / Not applicable	1. Very important 2. Important 3. Moderately important 4. Slightly important 5. Not at all important 6. Don't know / Not applicable	1. Very important 2. Important 3. Moderately important 4. Slightly important 5. Not at all important 6. Don't know / Not applicable	1. Very important 2. Important 3. Moderately important 4. Slightly important 5. Not at all important 6. Don't know / Not applicable
'Legal Guarantee' for goods	1-6	1-6	1-6	1-6
Additional (commercial) guarantees offered by the seller or manufacturer	1-6	1-6	1-6	1-6
After-sales services offered by the seller or manufacturer	1-6	1-6	1-6	1-6
Price	1-6	1-6	1-6	1-6
Indication of price per litre / per kilogram for relevant product types (e.g. food, drink, building materials, cosmetic products etc.)	1-6	1-6	1-6	1-6
Delivery time	1-6	1-6	1-6	1-6
Clear and fair terms and conditions	1-6	1-6	1-6	1-6
Availability of	1-6	1-6	1-6	1-6

means to obtain remedy or redress if something goes wrong				
Delivery cost	1-6	1-6	1-6	1-6

B AWARENESS OF CONSUMERS' RIGHTS UNDER THE RELEVANT EU DIRECTIVES AS DEMONSTRATED BY THEIR PRACTICAL APPLICATION

The following series of questions is about specific EU consumer rights and consumer awareness of them. You will be presented with five scenarios, which are each followed by a short question on consumer rights.

B.1 Awareness concerning comparison of the price of products per units

Base: all respondents

Q2 Please read the following statement and answer the question.

You went to the supermarket to buy water. The shelf displayed the prices for some brands per bottle and per litre, whilst for others the price was only given per bottle.

Should prices also be indicated per litre for all of the bottles of water (except where their volume is 1 litre)?

1. Yes – the supermarket must show litre prices for bottles that are not 1 litre bottles, that is the law.
2. No – the supermarket is allowed to choose whether or not they show litre prices.
3. Don't know

B.2 Awareness concerning tangible goods which were defective already at the moment of purchase

Base: all respondents

Q3

Please read the following statement and answer the question.

*You purchased a new television set from an Internet shop in your country, but your TV set broke down after 18 months of use. What is the length of the period in **your country** during which you may bring a claim against the seller if the product turns out to be defective?*

1. 6 months
2. 1 year

3. 2 years
4. 3 years
5. 5 or 6 years
6. There is no such time limit
7. Don't know

B.3 Awareness concerning misleading or aggressive commercial practices

Base: all respondents

Q4

Please read the following statement and answer the question.

Despite your objections, you are being pressured by persistent and unwanted sales calls from a trader urging you to buy his products.

Is the salesperson legally allowed to behave in this way?

1. Yes
2. No
3. Don't know

B.4 Awareness concerning unclear or unintelligible terms

Base: all respondents

Q5

Please read the following statement and answer the question.

You have signed up for a phone and internet subscription and your contract includes lengthy general Terms and Conditions that you never took the time to read before signing. Now, you have a dispute with the provider about an issue and upon closer examination of the respective clauses in the Terms and Conditions, you discover that they are drafted very vaguely and could be interpreted in either way.

In whose favour should the contract be interpreted in this situation?

1. As a consumer, you have the right that vague and ambiguous terms and conditions are interpreted in your favour
2. The trader is allowed to interpret such terms in their own favour
3. Don't know

B.5 Awareness concerning unfair contract terms

Base: all respondents

Q6

Please read the following statement and answer the question.

Imagine that you have signed a contract for one year's membership with a local gym. Some time later you have an accident that you believe was caused by a malfunction of the gym's equipment. When you complain to the gym, you are referred to its general terms and conditions which you had accepted at the time of signature of the contract. These terms and conditions include a clause providing that the gym does not accept any liability for any harm or injury caused by the use of the gym's facilities and equipment.

Are you bound by the above-mentioned clause of the gym's terms and conditions?

1. Yes, because you accepted the gym's general terms and conditions,
2. No, the respective contract clause is unfair and is therefore not binding on you as a consumer
3. Don't know

C PERCEPTION

Info1.

Please read some of the rights that you have as a European consumer. On the next pages, you will be asked questions related to these consumer rights. (nb: it is not a comprehensive list)

- the right to see the price of products also per unit, e.g. price per kg of weight or per litre of volume, so called **"unit pricing"**;

- the right to a **"legal guarantee"** - the right to have a defective good repaired or replaced for free, or otherwise discounted or fully reimbursed in case the good was defective at the time of purchase and the defect becomes apparent within two years from purchase (nb: the time period in which this right can be exercised is longer in some countries);

- when companies engage in misleading or aggressive practices (e.g. misleading advertising about the qualities of products, aggressive phone or door-to-door sales techniques, etc.), the right to **complain against misleading and aggressive practices and have these practices stopped** by the competent authorities or courts;

- when the contract includes unclear or ambiguous general terms, the right to have these **unclear or ambiguous terms interpreted in the consumer's favour**;

- the right **not to be bound by unfair terms and conditions** (e.g. on excessive penalty payments, undue denial by traders of their liability for the good performance of their products and services, etc.).

Please note that these consumer rights and the following questions in the survey refer to purchases of products and services for private use sold by professional sellers. Purchases from private persons are not relevant.

Base: all respondents

Q7

How strongly do you agree or disagree that the following types of traders comply with their obligations towards consumers?

	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
Traders selling in shops in your country						
Traders selling in shops in other EU countries						
Online traders based in your country						
Online traders based in other EU countries						

Base: all respondents

Q8

How strongly do you agree or disagree with each of the following statements?

As a reminder, please find the topics related to the relevant consumer rights below:

- the right to see the price of products also per unit, e.g. price per kg of weight or per litre of volume, so called **"unit pricing"**;

- the right to a **"legal guarantee"** - the right to have a defective good repaired or replaced for free, or otherwise discounted or fully reimbursed in case the good was defective at the time of purchase and the defect becomes apparent within two years from purchase (nb: the time period in which this right can be exercised is longer in some countries);

- when companies engage in misleading or aggressive practices (e.g. misleading advertising about the qualities of products, aggressive phone or door-to-door sales techniques, etc.), the right to **complain against misleading and aggressive practices and have these practices stopped** by the competent authorities or courts ;

- when the contract includes unclear or ambiguous general terms, the right to have these **unclear or ambiguous terms interpreted in the consumer's favour**;

- the right **not to be bound by unfair terms and conditions** (e.g. on excessive penalty payments, undue denial by traders of their liability for the good performance of their products and services, etc.).

	Disagree strongly	Disagree	Neither agree nor disagree	Agree	Agree strongly	Don't know
You feel confident that competent national authorities take measures to stop traders from breaching these consumer rights						
You feel confident that consumer associations take measures to stop traders from breaching these consumer rights						

Base: all respondents

Q9

Based on your experience as a consumer, please indicate to what extent you have benefitted from the following consumer rights.

	You have not benefitted at all	You have benefitted slightly	You have benefitted moderately	You have benefitted considerably	You have benefitted enormously	Don't know
The right to see the price of products also per unit, e.g. price per kg of weight or per litre of volume, so called “unit pricing”						
The right to a "legal guarantee" - the right to have a defective good repaired or replaced for						

free, or otherwise discounted or fully reimbursed in case the good was defective at the time of purchase and the defect becomes apparent within two years from purchase (nb: the time period in which this right can be exercised is longer in some countries).						
When companies engage in misleading or aggressive practices (e.g. misleading advertising about the qualities of products, aggressive phone or door-to-door sales techniques, etc.), the right to complain against misleading and aggressive practices and have these practices stopped by the competent authorities or courts						
When the						

contract includes unclear or ambiguous general terms, the right to have these terms interpreted in the consumer's favour						
The right not to be bound by unfair terms and conditions (e.g. on excessive penalty payments, undue denial by traders of their liability for the good performance of their products and services, etc.),						

C ADVERTISEMENTS

Base: All respondents

Q10

When you see an online advertisement or advertisement on a poster for a good or a service, how important is it for you to receive the following information already in the advertisement? Note that you will receive all the same and even more information about the product and contract terms when actually visiting the (online) shop concerned.

	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know
Details about the product or service						
Name of the seller or service provider						
Geographical address of the seller or service provider						
Price of the product or service, including						

taxes						
Price per measurement unit of a product where relevant (per 1 kg or 1l)						
Any additional delivery charges						
Information about possible payment methods						
Information about delivery arrangements						
Other information about the performance of contract						
Information about complaint handling						
Existence of the right of withdrawal from the contract (cancellation right)						

D EXPERIENCE

Base: all respondents

Q11

This section of the questionnaire asks you about your own experiences of purchasing products and services.

In the past 12 months, how often have you purchased goods or services from the following sources?

	Very often	Often	Sometimes	Rarely	Never	Don't know
on the internet from a trader based in your country						
on the internet from a trader based in another EU country						
In a shop in your country						
In a shop in another EU country						

Base: all respondents

Q14

Over the past 12 months, how often have you experienced problem(s) with any goods or services where you thought you had a legitimate cause for complaint related to the following five problem types?

	Very often	Often	Sometimes	Rarely	Never	Don't know
Lack of indication of the unit price						
Defective goods						
Misleading or aggressive commercial practices						
Unclear or ambiguous standard contract terms						
Unfair standard contract terms						

Base: IF Q14a = 1-4

Q15

You indicated that you experienced problem(s) in the past 12 months due to the absence of the indication of the **product unit price**. Can you please indicate the sector(s) in which you experienced this problem/these problems?

1. Food
2. Drink
3. Detergents / cleaning products
4. Other product (please specify)

Base: IF Q14b = 1-4

Q16

You indicated that you experienced problem(s) in the past 12 months with tangible goods which turned out to be **defective** after purchase. Can you please indicate the type of goods with which you experienced this problem/these problems?

1. Clothing, footwear and accessories
2. Beauty, health and wellness goods
3. Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)
4. Sports and outdoors goods
5. Toys

6. Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)
7. Small household appliances (e.g. toasters, kettles, etc.)
8. Large household appliances (e.g. dish washers, washing machines etc.)
9. Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)
10. Cars, motorbikes, bikes or parts
11. Collectibles, fine arts
12. Food and drink
13. Other product (please specify)

Base: IF Q14b = 1-4

Q17

You said that in the past 12 months you experienced a problem with at least one **defective good.** Considering your most recent experience of this problem, how **long** was it after the purchase that the good turned out to be defective?

1. Less than 1 month
2. Between 1-6 months
3. Between 6 months and 1 year
4. Between 1 year and 2 years
5. Between 2 years and 3 years
5. Between 3 and 5 years
6. More than 5 years

Base: Q14c = 1-4

Q18

You indicated that you experienced problem(s) in the past 12 months with **misleading or aggressive practices**. Can you please indicate the type of goods and services with which you experienced this problem/these problems?

1. clothing, footwear and accessories
2. beauty, health and wellness goods
3. entertainment - books, magazines, vinyl, CDs/ DVDs (movies, music, games)
4. sports and outdoors goods
5. toys
6. electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)
7. small household appliances (e.g. toasters, kettles, etc.)
8. large household appliances (e.g. dish washers, washing machines etc.)
9. furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)
10. cars, motorbikes, bikes or parts
11. telecoms services – e.g. internet, telephone
12. utilities – e.g. gas, electricity, water and postal services.
13. recreational and culture services – e.g. holiday package, cultural and sports events
14. restaurants and hotels
15. transport services – e.g. airline, rail, bus services.
16. financial, banking and insurance services
17. real estate services
18. other product and service (please specify)

Base: Q14d = 1-4

Q19

You indicated that you experienced problem(s) in the past 12 months with **unclear or ambiguous standard contract terms**. Can you please indicate the type of goods and services with which you experienced this problem/these problems?

1. clothing, footwear and accessories
2. beauty, health and wellness goods
3. entertainment - books, magazines, vinyl, CDs/ DVDs (movies, music, games)
4. sports and outdoors goods
5. toys
6. electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)
7. small household appliances (e.g. toasters, kettles, etc.)
8. large household appliances (e.g. dish washers, washing machines etc.)
9. furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)
10. cars, motorbikes, bikes or parts
11. telecoms services – e.g. internet, telephone
12. utilities – e.g. gas, electricity, water and postal services.
13. recreational and culture services – e.g. holiday package, cultural and sports events
14. restaurants and hotels
15. transport services – e.g. airline, rail, bus services.
16. financial, banking and insurance services
17. real estate services
18. other product and service (please specify)

Base: Q14e = 1-4

Q20

You indicated that you experienced problem(s) in the past 12 months with **unfair standard contract terms**. Can you please indicate the type of goods and services with which you experienced this problem/these problems?

1. clothing, footwear and accessories
2. beauty, health and wellness goods
3. entertainment - books, magazines, vinyl, CDs/ DVDs (movies, music, games)
4. sports and outdoors goods
5. toys
6. electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)
7. small household appliances (e.g. toasters, kettles, etc.)
8. large household appliances (e.g. dish washers, washing machines etc.)
9. furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)
10. cars, motorbikes, bikes or parts
11. telecoms services – e.g. internet, telephone
12. utilities – e.g. gas, electricity, water and postal services.
13. recreational and culture services – e.g. holiday package, cultural and sports events
14. restaurants and hotels
15. transport services – e.g. airline, rail, bus services.
16. financial, banking and insurance services
17. real estate services
18. other product and service (please specify)

FOR INFORMATION / SUBSECTION PROBLEM – most recent problem

Base: IF Q14 = 1-4 for any of rows a-e
Only codes selected at Q14 are shown here at Q21a.

Q21a. You said that you experienced this (these) type(s) of problem(s) in the past 12 months. Which problem occurred most recently?

1. Lack of indication of the unit price
2. Defective goods
3. Misleading or aggressive commercial practices
4. Unclear or ambiguous standard contract terms
5. Unfair standard contract terms

Base: If multiple sectors selected at Q15-Q20 for the problem type selected at Q21a

Q21b

In which of the following sectors did you experience this **most recent** problem?

	Most recent problem
INSERT LIST OF PRODUCTS / SERVICES SELECTED AT Q15-Q20 FOR THE RELEVANT PROBLEM TYPE	

Base: If Q21a=2

Q21c

Considering the most recent problem that you experienced with a **product that turned out to be defective**, what was the approximate **value of this product**?

1. Less than 5 euros
2. 5-9 euros
3. 10-24 euros
4. 25-49 euros
5. 50-99 euros
6. 100-199 euros
7. 200-499 euros
8. 500 euros or more
9. The value is not yet confirmed/known
10. Don’t know

Base: If Q14 = 1-4 for any of rows a-e
Only show those rows that had codes 1-4 at Q11

Q22

Considering the most recent problem that you experienced, which one of the following best reflects how and where you bought this product or service?

	Most recent problem
on the internet from a trader based in your country	
on the internet from a trader based in another EU country	
In a shop in your country	
In a shop in another EU country	
Other (please specify)	

Base: If Q14 = 1-4 for any of rows a-e

Q23

Still thinking about this most recent problem, what action did you take to resolve the problem?

Please indicate all answers that apply.

1. You complained to the seller or service provider
2. You complained to the manufacturer
3. You complained to a public authority
4. You complained to a consumer association
5. You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or conciliation body
6. You took the trader to court
7. You took other actions
8. You did not take any action

Base: IF Q23 = 8

Q24

Why did you not take action to resolve the problem?

Please indicate all answers that apply.

1. You were unlikely to get a satisfactory solution to the problem you encountered
2. The sums involved were too small
3. You did not know how or where to complain
4. You were not sure of your rights as a consumer
5. You thought it would take too long
6. You tried to complain about other problems in the past but it was not successful
7. You thought complaining would have led to a confrontation, and you do not feel at ease in such situations
8. Other (please specify)
9. Don't know

Base: IF Q23 = 1-7
If most recent problem was with a product, show codes 1-8, 12
If most recent problem was with a service, show codes 1, 2, 3, 9, 10, 11, 12
Only show code 2 if Q21a = 1, 3, 4 or 5
Only show code 3 if Q21a = 1

Q25
What was the eventual outcome of this problem?

Product / Service	1.The problem is still pending	
	2. You decided not to buy the **product / service**	
	3. You did not know which **product / service** to buy	
Product specific	4.You received a refund / compensation for the **product**	
	5.The **product** was replaced	
	6.The **product** was repaired free of charge	
	7.The **product** was repaired at a discounted rate	
	8.You received no refund / compensation, repair or replacement	
Service specific	9.You received a refund / compensation for the **service**	
	10.The service was performed again	
	11. You received no refund/compensation and the service was not performed again	
	12. Other	

Base: IF Q25 = 4 or 9

Q25a
Which one of the following best reflects the refund / compensation that you received?

1. Full refund
2. Partial refund
3. Compensation in the form of a credit note / voucher
4. Don’t know

Base: IF Q25a = 1-3

Q25b

Which one of the following best reflects the refund / compensation that you received?

1. Less than 5 euros
2. 5-9 euros
3. 10-24 euros
4. 25-49 euros
5. 50-99 euros
6. 100-199 euros
7. 200-499 euros
8. 500 euros or more
9. The value is not yet confirmed/known
10. Don’t know

Base: IF Q25 = 8

Q25c

What did you do?

1. You had the product repaired at your own expense
2. You bought a new product to replace the defective one
3. You did nothing

Base: IF Q25c = 1-2

Q25d

What was the cost incurred in doing this?

1. Less than 5 euros
2. 5-9 euros
3. 10-24 euros
4. 25-49 euros
5. 50-99 euros
6. 100-199 euros
7. 200-499 euros
8. 500 euros or more
9. The value is not yet confirmed/known
10. Don’t know

Base: IF Q25 = 11

Q25e

What did you do?

1. You bought a new service with the same provider
2. You bought a new service with another provider
3. You did nothing

Base: IF Q25e = 1-2

Q25f

What was the cost incurred in doing this?

1. Less than 5 euros
2. 5-9 euros
3. 10-24 euros
4. 25-49 euros
5. 50-99 euros
6. 100-199 euros
7. 200-499 euros
8. 500 euros or more
9. The value is not yet confirmed/known
10. Don't know

Base: IF Q23 = 1-6

Q27

How satisfied were you with the way your complaint was dealt with by the…:

	Very satisfied	Fairly satisfied	Neither satisfied nor dissatisfied	Not very satisfied	Not at all satisfied	Don't know
Seller or service provider						
Manufacturer						
Public authority						
Consumer association						
Out-of-court dispute resolution body						
Court						

Base: IF Q14 = 1-4 for any row

Q28

Thinking about your most recent problem, could you please estimate the amount of money and time you spent due to this problem on the following things?

When answering this question, provide information for each of the following:

- *Administrative follow-up (e.g. cost of phonecalls to the trader, postage, etc)*

Hours	*Amount*

- *Legal follow-up (e.g. cost of legal advice,or any other expert advice, etc)*

Hours	*Amount*

- *Product follow-up (e.g. cost of resolving the problem through repair or replacement at own cost)*

Hours	*Amount*

F NATIONAL REGULATORY DIFFERENCES – focus on consumer guarantees directive

Base: All respondents

Q29

In the past 12 months, how often have you travelled to another EU country and bought durable consumer goods in a shop (e.g. household appliances, electronic devices, cars etc.)?

1. Very often
2. Often
3. Sometimes
4. Rarely
5. Never
99. Don't know

Base: All respondents

Q30

If you were to consider buying durable consumer goods (e.g. household appliances, electronic devices, cars etc.) in a shop in another EU country, how important for you is each of the following factors when deciding to buy such product in a shop in another EU country?

	Very important	Important	Moderately important	Slightly important	Not at all important	Don't know
Additional time and cost for delivery from abroad						
Different language						

spoken by the foreign seller						
Differences in consumer rights if the good purchased turns out to be defective						
Availability of additional (commercial) guarantees						
Availability of after-sales services						
Return policies of the foreign shop						

Base: All respondents

Q32

When you purchase a good, which turns out to be seriously defective and you are within the relevant time-limit to bring a claim against the seller, what kind of remedies do you have against the seller under the law of your country?

1. You are entitled to free repair or replacement of the defective good, and only if that is impossible (or if the seller refuses to do so), you can claim a price reduction or rescission of the contract
2. You may within a 30 day period ask for immediate refund (the right to reject). Subsequently, you are entitled to free repair or replacement of the defective good, and only if that is impossible (or if the seller refuses to do so), you can claim a price reduction or rescission of the contract
3 From the outset you have the choice to ask directly for a price reduction or rescission of the contract
4. Don't know

Base: All respondents – only those who tick reply 2 or 3 in the above question

Q33

When the goods you purchased turn out to be defective, do you exercise your rights to reject the goods within 30 days of purchase or to ask immediately for price reduction or termination of the contract?

1. Yes, you do always exercise these rights

2. Yes, you do exercise these rights but only when the seller's first repair or replacement of the good does not solve the problem
3. No, you have not used these rights in practice
4. Don't know

V. FINAL SOCIO-DEMOGRAPHIC QUESTIONS

Finally, a last set of questions ask for a few details on your personal situation.

Base: All respondents

S3

At what stage did you complete your full-time studies?

1. Elementary (primary) school or less
2. Some high (secondary) school
3. Graduation from high (secondary) school
4. Graduation from college, university or other third-level institute
5. Post-graduate degree (Masters, PhD) beyond your initial college degree
6. Still studying full-time
7. Other qualification
8. Refusal

Base: All respondents

S4

Which of these best describe your current work status?

1. Self-employed
2. Manager
3. Other white collar
4. Blue collar
5. Student
6. House-person and other not in employment
7. Seeking a job
8. Retired

Base: All respondents

S5

In order to help us better understand your attitude to shopping in general, please answer the following question. How much do you agree or disagree with each of the following statements about shopping?

	Disagree strongly	Disagree	Disagree slightly	Neither agree nor disagree	Agree slightly	Agree	Agree strongly

I have a great deal of knowledge and experience when it comes to shopping							
My friends and family really rely on and trust my advice about new ways of shopping or new shopping experiences							
I am almost always among the first to try new ways of shopping or new shopping experiences							
I am really passionate about shopping							

Base: All respondents

S6

In which region do you currently live?

Base: All respondents

S7

Would you say you live in a:

1. Metropolitan zone
2. Other town / urban centre
3. Rural zone

Base: All respondents

S8

Thinking about your household's financial situation, would you say that making ends meet every month is:

1. Very difficult
2. Fairly difficult
3. Neither easy nor difficult
4. Fairly easy
5. Very easy
6. Don't know

2. ANNEX 2: ADDITIONAL RESULTS FOR THE CONSUMER SURVEY

2.1. The effect of awareness on the occurrence of consumer rights problems – country results

Table 305 Occurrence of consumer problems related to the consumer rights ('very often' and 'often') conditional on consumer rights awareness – country-level results (Q14)

	Lack of unit price indication		Defective goods		Misleading or aggressive commercial practices		Unclear or ambiguous standard contract terms		Unfair standard contract terms	
	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)
EU	**13%**	**7%**	**10%**	**9%**	**14%**	**18%**	**12%**	**9%**	**8%**	**10%**
Belgium	9%	3%	6%	3%	9%	11%	7%	7%	6%	3%
Denmark	6%	3%	4%	9%	9%	11%	4%	8%	4%	4%
Germany	5%	5%	7%	3%	7%	8%	4%	4%	3%	5%
Greece	18%	17%	14%	13%	28%	23%	18%	16%	18%	13%
Spain	21%	11%	11%	15%	22%	23%	19%	18%	15%	15%
Finland	8%	5%	5%	5%	14%	10%	10%	6%	5%	6%
France	14%	9%	11%	10%	13%	14%	13%	8%	6%	10%
Ireland	13%	10%	17%	10%	7%	14%	9%	10%	9%	9%
Italy	15%	10%	11%	14%	21%	20%	17%	13%	11%	14%
Luxembourg	11%	9%	3%	2%	9%	2%	9%	6%	7%	3%
Netherlands	3%	1%	4%	2%	4%	4%	2%	3%	2%	2%
Austria	5%	5%	7%	4%	5%	3%	3%	6%	2%	3%
Portugal	15%	14%	9%	15%	23%	22%	17%	13%	16%	13%
Sweden	5%	4%	0%	4%	7%	8%	3%	3%	2%	3%
United Kingdom	10%	3%	4%	7%	7%	18%	9%	3%	2%	11%
Bulgaria	24%	18%	15%	17%	31%	30%	25%	22%	25%	21%
Cyprus	7%	1%	4%	10%	10%	7%	10%	4%	11%	5%
Czech Republic	12%	7%	10%	8%	14%	10%	8%	7%	6%	7%
Estonia	7%	4%	6%	6%	12%	14%	7%	2%	7%	3%
Hungary	10%	9%	9%	10%	15%	16%	12%	12%	9%	9%
Latvia	9%	13%	9%	10%	20%	14%	13%	10%	11%	7%
Lithuania	14%	8%	12%	10%	14%	14%	13%	11%	8%	10%
Malta	10%	12%	5%	3%	8%	14%	11%	4%	8%	7%
Poland	16%	12%	18%	16%	21%	24%	15%	15%	16%	13%
Romania	21%	12%	12%	13%	28%	32%	20%	18%	16%	16%
Slovakia	12%	7%	14%	10%	12%	13%	9%	10%	7%	7%

Slovenia	14%	8%	7%	14%	15%	22%	12%	11%	14%	8%
Iceland	9%	4%	6%	3%	4%	5%	2%	5%	1%	4%
Croatia	23%	18%	16%	14%	28%	26%	20%	17%	12%	12%
Norway	10%	8%	6%	8%	10%	19%	7%	5%	5%	6%

Base: all EU28 respondents (n = 22,751)

2.2. The effect of awareness on the problem that occurred most recently

Table 306 The problem that occurred most recently conditional on consumer rights awareness – country level results (Q21a)

	Lack of unit price indication		Defective goods		Misleading or aggressive commercial practices		Unclear or ambiguous standard contract terms		Unfair standard contract terms	
	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)	High awareness (correct answer)	Low Awareness (incorrect answer)
EU28	**19%**	**14%**	**43%**	**41%**	**24%**	**23%**	**13%**	**13%**	**5%**	**4%**
Belgium	25%	21%	33%	27%	30%	35%	3%	11%	3%	3%
Denmark	13%	11%	46%	40%	28%	24%	4%	14%	5%	4%
Germany	16%	12%	55%	49%	19%	20%	4%	9%	4%	3%
Greece	13%	12%	36%	35%	35%	20%	5%	14%	7%	5%
Spain	16%	16%	39%	36%	29%	23%	5%	14%	7%	4%
Finland	14%	13%	33%	33%	34%	23%	5%	15%	5%	5%
France	32%	27%	36%	36%	20%	16%	4%	12%	4%	4%
Ireland	20%	12%	28%	44%	19%	18%	8%	14%	10%	8%
Italy	15%	13%	39%	38%	31%	24%	4%	20%	5%	3%
Luxembourg	29%	29%	43%	32%	17%	25%	4%	14%	3%	4%
Netherlands	18%	11%	33%	43%	33%	28%	4%	6%	4%	4%
Austria	23%	17%	52%	47%	16%	10%	3%	8%	2%	4%
Portugal	17%	14%	33%	38%	29%	28%	5%	16%	7%	6%
Sweden	15%	12%	0%	47%	24%	28%	4%	10%	5%	3%
United Kingdom	20%	14%	60%	52%	19%	20%	4%	8%	3%	5%
Bulgaria	19%	19%	28%	29%	26%	19%	8%	19%	9%	7%
Cyprus	23%	10%	63%	50%	11%	16%	1%	17%	0%	1%
Czech Republic	19%	14%	47%	52%	20%	21%	4%	10%	4%	4%
Estonia	18%	12%	44%	34%	26%	35%	3%	10%	2%	2%
Hungary	18%	15%	41%	38%	20%	24%	6%	17%	8%	6%
Latvia	24%	18%	37%	38%	25%	28%	4%	10%	6%	4%
Lithuania	15%	13%	42%	36%	31%	26%	4%	15%	6%	3%
Malta	19%	32%	45%	38%	13%	25%	7%	4%	8%	7%
Poland	12%	8%	49%	43%	22%	24%	4%	14%	6%	3%
Romania	23%	17%	26%	26%	30%	31%	5%	17%	6%	4%

Slovakia	17%	13%	52%	51%	15%	17%	2%	12%	3%	2%
Slovenia	20%	14%	33%	35%	33%	16%	6%	12%	9%	4%
Iceland	35%	17%	45%	36%	17%	14%	1%	13%	4%	1%
Croatia	24%	15%	37%	33%	26%	21%	7%	11%	10%	5%
Norway	15%	20%	38%	33%	27%	42%	4%	15%	3%	5%

Base: respondents that had encountered a problem in the past year at last "rarely" according to Q14 (n = 17,773)

2.3. Addressing the last problem in different product sectors (Q21b)

Table 307 Actions taken to solve the problem by product sector (Q23)

	Complained to the seller or service provider	Complained to the manufacturer	Complained to a public authority	Complained to a consumer association	Out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or conciliation body	Brought to court	Other actions	Did not take any action
Food and Drinks	44%	8%	3%	3%	1%	1%	3%	43%
Detergents / cleaning products	36%	8%	4%	4%	0%	1%	2%	50%
Clothing, footwear and accessories	73%	11%	4%	2%	1%	1%	2%	13%
Beauty, health and wellness	49%	17%	9%	7%	1%	2%	3%	24%
Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	54%	15%	12%	9%	4%	1%	2%	16%
Sports and outdoors	58%	20%	11%	7%	5%	3%	1%	10%
Toys	59%	23%	8%	6%	2%	0%	1%	13%
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	78%	16%	3%	4%	2%	0%	3%	7%
Small household appliances (e.g. toasters, kettles, etc.)	72%	17%	3%	5%	2%	2%	2%	9%
Large household appliances (e.g. dish washers, washing machines etc.)	65%	25%	8%	6%	3%	1%	2%	6%
Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	68%	18%	4%	3%	1%	1%	3%	12%
Cars, motorbikes, bikes or parts	57%	18%	14%	10%	9%	2%	3%	9%

Collectibles, fine arts	57%	26%	0%	10%	6%	1%	0%	13%
Telecoms services – e.g. Internet, Telephone	60%	7%	6%	9%	3%	1%	6%	24%
Utilities – e.g. Gas, Electricity, Water and Postal services.	50%	8%	7%	11%	3%	1%	8%	25%
Recreational and culture services – e.g. holiday package, cultural and sports events	39%	14%	14%	10%	1%	2%	3%	30%
Restaurants and hotels	59%	8%	15%	8%	5%	1%	4%	17%
Transport services – e.g. Airline, Rail, Bus services.	48%	23%	8%	12%	5%	0%	2%	20%
Financial, Banking and Insurance services	50%	10%	7%	7%	4%	2%	9%	27%
Real estate services	40%	25%	5%	13%	4%	1%	6%	19%
Other	59%	8%	4%	3%	2%	0%	11%	26%

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; n = 17,202)

Table 308 Reasons why no action was taken by product sector (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
Food and Drinks	19%	56%	10%	11%	20%	3%	9%	5%	10%
Detergents / cleaning products	15%	49%	5%	7%	22%	0%	14%	13%	11%
Clothing, footwear and accessories	30%	45%	7%	7%	12%	5%	6%	14%	13%
Beauty, health and wellness	25%	27%	9%	8%	14%	6%	17%	2%	20%
Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	34%	40%	21%	7%	13%	9%	15%	4%	11%
Sports and outdoors	28%	35%	7%	17%	24%	0%	10%	5%	21%
Toys	15%	29%	3%	5%	13%	7%	3%	13%	26%
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	44%	26%	11%	10%	25%	5%	11%	17%	9%
Small household appliances (e.g.	30%	23%	11%	8%	13%	1%	8%	12%	16%

toasters, kettles, etc.)									
Large household appliances (e.g. dish washers, washing machines etc.)	18%	3%	6%	26%	26%	4%	11%	36%	2%
Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	21%	42%	10%	10%	22%	1%	4%	13%	18%
Cars, motorbikes, bikes or parts	63%	5%	8%	8%	6%	2%	2%	1%	29%
Collectibles, fine arts	96%	78%	0%	0%	48%	0%	0%	0%	4%
Telecoms services – e.g. Internet, Telephone	43%	24%	19%	14%	17%	13%	8%	7%	6%
Utilities – e.g. Gas, Electricity, Water and Postal services.	42%	15%	16%	10%	13%	11%	13%	13%	11%
Recreational and culture services – e.g. holiday package, cultural and sports events	36%	18%	11%	21%	24%	2%	8%	10%	9%
Restaurants and hotels	63%	5%	4%	1%	23%	2%	9%	0%	9%
Transport services – e.g. Airline, Rail, Bus services.	36%	15%	18%	18%	14%	3%	10%	2%	24%
Financial, Banking and Insurance services	33%	18%	14%	7%	15%	9%	10%	9%	18%
Real estate services	29%	11%	18%	13%	13%	3%	7%	15%	16%
Other	25%	24%	15%	8%	11%	8%	5%	21%	20%

Base: EU28 respondents that did not take any action to resolve the most recent problem (Q23 = 8; n = 4,499)

Table 309 Outcome of the problem resolution actions by product sector (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation,	You received a refund / compensation for	The service was performed again	You received no refund/compensation and the service	Other
Food and Drinks	10%	19%	3%	24%	29%	4%	1%	6%	0%	0%	0%	4%
Detergents / cleaning products	12%	21%	5%	23%	28%	4%	1%	5%	0%	0%	0%	1%
Clothing, footwear and accessories	9%	2%	0%	39%	34%	7%	0%	7%	0%	0%	0%	2%
Beauty, health and wellness	11%	8%	0%	29%	34%	7%	1%	5%	0%	0%	0%	5%

Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	5%	7%	0%	28%	43%	8%	1%	5%	0%	0%	0%	3%
Sports and outdoors	10%	1%	0%	32%	38%	9%	3%	5%	0%	0%	0%	2%
Toys	6%	3%	0%	33%	45%	7%	1%	5%	0%	0%	0%	1%
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	8%	2%	0%	27%	36%	16%	0%	9%	0%	0%	0%	2%
Small household appliances (e.g. toasters, kettles, etc.)	9%	2%	0%	26%	46%	11%	2%	4%	0%	0%	0%	0%
Large household appliances (e.g. dish washers, washing machines etc.)	17%	3%	0%	14%	38%	20%	2%	5%	0%	0%	0%	1%
Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	11%	4%	0%	22%	47%	8%	1%	5%	0%	0%	0%	2%
Cars, motorbikes, bikes or parts	15%	8%	0%	21%	19%	17%	5%	14%	0%	0%	0%	1%
Collectibles, fine arts	2%	0%	0%	30%	37%	16%	1%	9%	0%	0%	0%	4%
Telecoms services – e.g. Internet, Telephone	27%	25%	0%	0%	0%	0%	0%	0%	19%	11%	13%	5%
Utilities – e.g. Gas, Electricity, Water and Postal services.	20%	29%	0%	0%	0%	0%	0%	0%	20%	14%	9%	8%
Recreational and culture services – e.g. holiday package, cultural and sports events	13%	22%	0%	0%	0%	0%	0%	0%	32%	14%	10%	8%
Restaurants and hotels	24%	7%	0%	0%	0%	0%	0%	0%	26%	20%	20%	2%
Transport services – e.g. Airline, Rail, Bus services.	29%	10%	0%	0%	0%	0%	0%	0%	20%	16%	24%	1%
Financial, Banking and Insurance services	26%	22%	0%	0%	0%	0%	0%	0%	23%	12%	10%	7%
Real estate services	23%	17%	0%	0%	0%	0%	0%	0%	22%	20%	8%	10%
Other	18%	8%	0%	20%	26%	6%	1%	7%	1%	1%	2%	10%

Base: EU28 respondents that took any action to resolve their last problem according to Q23 (n = 12,703)

Table 310 Time and costs needed for problem solving by product sector (average hours and costs, Q28)

	Administrative follow-up (hours)	Legal follow-up (hours)	Product follow-up (hours)	Administrative follow-up (costs)	Legal follow-up (costs)	Product follow-up (costs)
Food and Drinks	2,24	1,71	2,50	€ 10,50	€ 15,78	€ 12,12
Detergents / cleaning products	1,49	0,96	1,32	€ 7,74	€ 6,38	€ 8,78
Clothing, footwear and accessories	2,76	1,48	3,81	€ 9,23	€ 6,75	€ 10,55
Beauty, health and wellness	3,19	2,24	3,08	€ 12,39	€ 17,51	€ 14,42
Entertainment - books, magazines, Vinyl, CDs/ DVDs (movies, music, games)	3,31	1,99	3,91	€ 17,56	€ 20,01	€ 25,14
Sports and outdoors	3,61	3,15	9,06	€ 38,54	€ 47,14	€ 40,47
Toys	2,31	1,50	2,03	€ 10,50	€ 10,65	€ 12,27
Electronic/ digital goods (cameras, laptops, gaming consoles, mobile phones, tablets etc.)	3,59	1,04	5,27	€ 13,09	€ 6,50	€ 16,23
Small household appliances (e.g. toasters, kettles, etc.)	2,45	1,69	2,79	€ 8,74	€ 12,70	€ 12,05
Large household appliances (e.g. dish washers, washing machines etc.)	4,57	1,66	4,52	€ 29,31	€ 22,91	€ 28,70
Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	3,05	1,42	2,05	€ 15,49	€ 9,16	€ 18,01
Cars, motorbikes, bikes or parts	10,25	8,59	10,78	€ 75,81	€ 53,26	€ 89,16
Collectibles, fine arts	2,55	3,56	1,47	€ 9,90	€ 28,06	€ 17,88
Telecoms services – e.g. Internet, Telephone	5,79	1,83	4,10	€ 22,82	€ 14,73	€ 17,56
Utilities – e.g. Gas, Electricity, Water and Postal services.	4,27	1,70	3,73	€ 16,89	€ 19,01	€ 17,44
Recreational and culture services – e.g. holiday package, cultural and sports events	3,34	2,35	5,17	€ 30,18	€ 23,25	€ 32,12
Restaurants and hotels	2,44	1,21	1,21	€ 21,52	€ 11,04	€ 19,13
Transport services – e.g. Airline, Rail, Bus services.	5,83	3,25	7,48	€ 85,86	€ 38,90	€ 75,62
Financial, Banking and Insurance services	3,44	2,43	2,95	€ 19,48	€ 40,08	€ 27,80

Real estate services	5,77	1,57	4,99	€ 48,00	€ 40,44	€ 54,73
Other	3,25	0,95	2,54	€ 12,44	€ 8,89	€ 14,40

Base: EU28 respondents that experienced one or more consumer rights problems in the past 12 months (Q14 = 1-4; hours: n = 17,202, money (without outliers): n = 17,156)

2.4. The occurrence of the most recent problem at different types of traders – country results

Table 311 How often was the Lack of Unit Price Indication reported with different types of traders (Q21a, Q22)

	On the internet from a trader based in your country	On the internet from a trader based in another EU country	In a shop in your country	In a shop in another EU country	Other
EU	**12%**	**5%**	**79%**	**3%**	**1%**
Belgium	7%	4%	80%	7%	2%
Denmark	18%	7%	69%	1%	4%
Germany	15%	6%	75%	4%	0%
Greece	7%	4%	85%	3%	1%
Spain	8%	2%	87%	2%	1%
Finland	10%	10%	73%	4%	4%
France	8%	7%	80%	5%	1%
Ireland	10%	9%	74%	5%	2%
Italy	23%	3%	72%	0%	1%
Luxembourg	4%	10%	78%	6%	3%
Netherlands	7%	4%	77%	9%	3%
Austria	5%	10%	80%	4%	1%
Portugal	5%	1%	92%	1%	0%
Sweden	12%	5%	79%	4%	0%
United Kingdom	24%	10%	63%	2%	1%
Bulgaria	13%	4%	82%	1%	0%
Cyprus	0%	4%	83%	13%	0%
Czech Republic	13%	1%	84%	1%	1%
Estonia	9%	5%	83%	1%	2%
Hungary	6%	2%	91%	1%	0%
Latvia	5%	2%	88%	5%	0%
Lithuania	25%	5%	68%	2%	0%
Malta	4%	4%	86%	6%	0%
Poland	13%	7%	78%	2%	0%
Romania	7%	2%	89%	2%	0%
Slovakia	11%	2%	86%	2%	0%
Slovenia	11%	6%	78%	4%	1%
Iceland	8%	0%	89%	2%	0%
Croatia	6%	2%	88%	2%	2%
Norway	13%	12%	70%	3%	2%

Base: respondents that had encountered a problem in the past year at last "rarely" (Q14) in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or Others (n = 1,310)

Table 312 How often were Defective Goods reported with different types of traders (Q21a, Q22)

	On the internet from a trader based in your country	On the internet from a trader based in another EU country	In a shop in your country	In a shop in another EU country	Other
EU	**39%**	**14%**	**44%**	**1%**	**2%**
Belgium	18%	16%	55%	6%	5%
Denmark	35%	14%	46%	3%	2%
Germany	55%	8%	35%	1%	1%
Greece	25%	14%	58%	2%	1%
Spain	29%	21%	47%	0%	3%
Finland	31%	10%	50%	2%	6%
France	35%	18%	42%	2%	3%
Ireland	12%	35%	49%	3%	1%
Italy	37%	23%	37%	1%	1%
Luxembourg	4%	46%	42%	9%	0%
Netherlands	40%	8%	45%	2%	5%
Austria	20%	33%	44%	2%	2%
Portugal	13%	15%	65%	1%	5%
Sweden	35%	10%	54%	0%	2%
United Kingdom	51%	14%	33%	0%	2%
Bulgaria	24%	11%	61%	1%	3%
Cyprus	6%	16%	72%	3%	3%
Czech Republic	38%	6%	54%	1%	1%
Estonia	19%	10%	64%	3%	3%
Hungary	31%	10%	54%	1%	3%
Latvia	23%	11%	60%	1%	5%
Lithuania	26%	12%	58%	1%	3%
Malta	1%	32%	62%	0%	5%
Poland	37%	5%	55%	2%	1%
Romania	37%	3%	58%	0%	1%
Slovakia	27%	8%	61%	2%	1%
Slovenia	17%	18%	58%	4%	4%
Iceland	9%	7%	78%	1%	6%
Croatia	19%	14%	63%	2%	2%
Norway	22%	19%	54%	4%	1%

Base: respondents that had encountered a problem in the past year at last "rarely" (Q14) in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or Others (n = 1,310)

Table 313 How often were Misleading or Aggressive Commercial Practices reported with different types of traders (Q21a, Q22)

	On the internet from a trader based in your country	On the internet from a trader based in another EU country	In a shop in your country	In a shop in another EU country	Other
EU	**37%**	**11%**	**33%**	**1%**	**17%**
Belgium	20%	18%	32%	2%	28%
Denmark	43%	10%	22%	2%	23%
Germany	42%	10%	30%	1%	16%
Greece	25%	9%	54%	1%	10%
Spain	41%	11%	34%	2%	12%
Finland	36%	5%	24%	2%	33%
France	36%	15%	33%	0%	16%
Ireland	32%	23%	32%	3%	10%
Italy	42%	14%	29%	2%	14%
Luxembourg	7%	13%	25%	17%	38%
Netherlands	26%	15%	22%	2%	34%
Austria	17%	29%	21%	2%	31%
Portugal	29%	7%	51%	1%	12%
Sweden	39%	7%	23%	1%	31%
United Kingdom	26%	22%	19%	1%	32%
Bulgaria	36%	2%	57%	2%	3%
Cyprus	14%	14%	66%	0%	7%
Czech Republic	35%	6%	42%	1%	16%
Estonia	32%	9%	35%	1%	24%
Hungary	37%	6%	43%	1%	13%
Latvia	38%	8%	37%	2%	16%
Lithuania	44%	8%	33%	1%	15%
Malta	16%	10%	40%	5%	30%
Poland	44%	8%	35%	0%	13%
Romania	39%	3%	48%	2%	9%
Slovakia	29%	7%	44%	1%	20%
Slovenia	25%	5%	48%	1%	21%
Iceland	25%	3%	33%	7%	32%
Croatia	26%	7%	46%	0%	20%
Norway	34%	17%	27%	0%	22%

Base: respondents that had encountered a problem in the past year at last "rarely" (Q14) in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or Others (n = 1,310)

Table 314 How often were Unclear or Ambiguous Standard Contract Terms reported with different types of traders (Q21a, Q22)

	On the internet from a trader based in your country	On the internet from a trader based in another EU country	In a shop in your country	In a shop in another EU country	Other
EU	**39%**	**11%**	**40%**	**2%**	**8%**
Belgium	23%	17%	45%	0%	15%
Denmark	32%	26%	32%	5%	5%
Germany	47%	12%	31%	3%	7%
Greece	28%	11%	56%	1%	4%
Spain	34%	15%	46%	0%	5%
Finland	41%	14%	37%	1%	8%
France	42%	9%	40%	3%	6%
Ireland	37%	11%	42%	0%	11%
Italy	48%	11%	30%	3%	9%
Luxembourg	0%	24%	71%	0%	5%
Netherlands	38%	28%	17%	8%	8%
Austria	25%	29%	39%	1%	6%
Portugal	21%	7%	62%	2%	8%
Sweden	27%	15%	37%	0%	21%
United Kingdom	43%	15%	28%	4%	10%
Bulgaria	30%	3%	63%	2%	2%
Cyprus	7%	14%	57%	13%	10%
Czech Republic	38%	2%	45%	0%	16%
Estonia	45%	5%	35%	5%	10%
Hungary	29%	4%	56%	1%	10%
Latvia	36%	8%	48%	0%	8%
Lithuania	38%	12%	44%	3%	2%
Malta	23%	13%	39%	14%	11%
Poland	49%	8%	34%	3%	7%
Romania	27%	2%	63%	1%	7%
Slovakia	36%	10%	48%	0%	6%
Slovenia	23%	8%	55%	0%	14%
Iceland	33%	6%	34%	11%	16%
Croatia	22%	3%	52%	2%	22%
Norway	36%	21%	30%	5%	8%

Base: respondents that had encountered a problem in the past year at last "rarely" (Q14) in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or Others (n = 1,310)

Table 315 How often were Unfair Standard Contract Terms reported with different types of traders (Q21a, Q22)

	On the	On the	In a shop in	In a shop in	Other

	internet from a trader based in your country	internet from a trader based in another EU country	your country	another EU country	
EU	**37%**	**10%**	**40%**	**4%**	**8%**
Belgium	25%	10%	29%	5%	30%
Denmark	18%	29%	36%	7%	11%
Germany	50%	12%	33%	4%	0%
Greece	23%	14%	49%	2%	13%
Spain	40%	14%	41%	0%	4%
Finland	40%	12%	36%	7%	5%
France	28%	14%	48%	4%	7%
Ireland	30%	4%	41%	3%	22%
Italy	46%	13%	26%	8%	7%
Luxembourg	13%	13%	61%	0%	13%
Netherlands	41%	13%	32%	4%	9%
Austria	36%	24%	28%	0%	12%
Portugal	13%	11%	59%	2%	15%
Sweden	29%	7%	34%	11%	19%
United Kingdom	47%	12%	24%	13%	4%
Bulgaria	27%	3%	60%	5%	6%
Cyprus	100%	0%	0%	0%	0%
Czech Republic	32%	10%	42%	0%	16%
Estonia	47%	0%	32%	0%	21%
Hungary	33%	2%	42%	0%	23%
Latvia	27%	10%	47%	5%	11%
Lithuania	40%	13%	40%	0%	7%
Malta	7%	15%	56%	0%	22%
Poland	40%	3%	43%	6%	9%
Romania	24%	0%	65%	0%	12%
Slovakia	18%	18%	45%	0%	18%
Slovenia	13%	0%	70%	0%	17%
Iceland	25%	0%	49%	0%	25%
Croatia	26%	3%	54%	0%	17%
Norway	24%	26%	34%	11%	5%

Base: respondents that had encountered a problem in the past year at last "rarely" (Q14) in a shop in your country (n = 9,220), an online shop in your country (n = 4,939), a shop in another EU country (n = 355), an online shop in another EU country (n = 1,917) or Others (n = 1,310)

2.5. Actions taken to resolve the most recent consumer rights problem at country level by type of the problem (Q23)

Table 316 Lack of the unit price (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**38%**	**7%**	**3%**	**3%**	**1%**	**0%**	**4%**	**50%**
Belgium	37%	5%	1%	2%	0%	0%	4%	57%
Denmark	38%	15%	2%	2%	0%	0%	5%	41%
Germany	37%	6%	2%	1%	1%	0%	6%	55%
Greece	45%	7%	2%	6%	1%	1%	2%	43%
Spain	44%	7%	2%	4%	1%	0%	3%	41%
Finland	35%	7%	2%	1%	1%	1%	7%	54%
France	36%	5%	3%	2%	1%	0%	4%	53%
Ireland	29%	5%	3%	3%	2%	0%	2%	60%
Italy	54%	12%	2%	6%	3%	1%	1%	32%
Luxembourg	32%	4%	0%	0%	0%	1%	5%	58%
Netherlands	36%	5%	7%	0%	1%	0%	1%	53%
Austria	29%	3%	0%	1%	0%	1%	11%	57%
Portugal	60%	6%	2%	5%	1%	0%	3%	31%
Sweden	33%	3%	2%	0%	0%	2%	3%	63%
Great Britain	27%	19%	7%	6%	2%	0%	2%	48%
Bulgaria	23%	3%	2%	3%	1%	0%	4%	67%
Cyprus	19%	4%	4%	0%	0%	0%	4%	68%
Czech Republic	34%	1%	1%	1%	1%	0%	5%	58%
Estonia	32%	0%	3%	0%	0%	1%	3%	65%
Hungary	30%	4%	2%	3%	1%	2%	2%	62%
Latvia	32%	3%	4%	3%	1%	1%	2%	60%
Lithuania	41%	10%	5%	4%	0%	0%	2%	49%
Malta	45%	5%	5%	2%	0%	0%	5%	48%
Poland	44%	6%	2%	3%	0%	2%	0%	51%
Romania	30%	2%	3%	4%	1%	1%	6%	60%
Slovakia	39%	2%	1%	1%	0%	0%	2%	56%
Slovenia	53%	3%	0%	0%	0%	0%	0%	44%
Iceland	47%	0%	0%	0%	0%	0%	9%	45%
Croatia	42%	3%	0%	0%	0%	1%	2%	52%
Norway	46%	6%	3%	3%	2%	0%	2%	43%

Base: respondents who selected the lack of unit price indication as their most recent problem (Q21a= 1; n = 3,053)

Table 317 Defective goods (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**75%**	**16%**	**4%**	**3%**	**1%**	**1%**	**2%**	**10%**
Belgium	78%	13%	4%	2%	1%	0%	2%	9%
Denmark	75%	14%	4%	2%	1%	0%	1%	12%
Germany	79%	15%	2%	2%	2%	1%	1%	6%
Greece	66%	20%	2%	4%	2%	1%	3%	18%
Spain	73%	22%	4%	6%	2%	0%	3%	6%
Finland	74%	10%	2%	3%	1%	1%	2%	14%
France	72%	23%	5%	2%	1%	0%	1%	9%
Ireland	72%	15%	6%	7%	0%	0%	3%	12%
Italy	70%	24%	6%	6%	3%	2%	1%	8%
Luxembourg	74%	8%	0%	4%	1%	0%	2%	15%
Netherlands	78%	15%	2%	2%	1%	0%	4%	9%
Austria	80%	12%	1%	1%	0%	1%	3%	7%
Portugal	80%	15%	4%	2%	2%	1%	1%	6%
Sweden	83%	10%	1%	1%	1%	0%	2%	9%
Great Britain	80%	14%	5%	2%	0%	0%	2%	9%
Bulgaria	51%	8%	5%	5%	2%	2%	7%	31%
Cyprus	49%	6%	5%	3%	2%	0%	0%	45%
Czech Republic	74%	8%	2%	2%	0%	1%	6%	12%
Estonia	68%	5%	2%	2%	0%	0%	2%	25%
Hungary	70%	5%	3%	3%	1%	1%	3%	20%
Latvia	59%	5%	4%	3%	1%	0%	7%	30%
Lithuania	47%	10%	4%	3%	0%	1%	5%	36%
Malta	86%	8%	1%	11%	4%	1%	0%	8%
Poland	76%	13%	4%	3%	2%	0%	1%	10%
Romania	62%	9%	5%	5%	1%	0%	5%	24%
Slovakia	79%	7%	2%	1%	1%	0%	5%	11%
Slovenia	76%	10%	1%	4%	0%	0%	5%	12%
Iceland	73%	8%	0%	2%	0%	0%	0%	21%
Croatia	80%	7%	2%	3%	1%	1%	2%	14%
Norway	72%	13%	4%	3%	1%	0%	1%	12%

Base: respondents who selected defective goods as their most recent problem (Q21a= 2; n = 7,287)

Table 318 Misleading or aggressive commercial practices (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**46%**	**11%**	**9%**	**9%**	**4%**	**1%**	**8%**	**27%**
Belgium	53%	11%	9%	11%	2%	0%	9%	24%
Denmark	45%	9%	4%	5%	4%	1%	13%	30%
Germany	39%	13%	13%	5%	3%	3%	11%	26%
Greece	51%	8%	5%	5%	4%	1%	4%	34%
Spain	49%	18%	10%	21%	4%	0%	4%	15%
Finland	50%	7%	6%	2%	1%	0%	9%	32%
France	47%	8%	7%	9%	6%	1%	9%	28%
Ireland	48%	9%	19%	6%	3%	1%	6%	20%
Italy	45%	15%	12%	14%	6%	1%	4%	24%
Luxembourg	54%	3%	2%	11%	0%	0%	9%	26%
Netherlands	46%	6%	2%	6%	3%	0%	15%	36%
Austria	46%	7%	7%	8%	3%	3%	14%	27%
Portugal	74%	8%	8%	8%	3%	1%	4%	14%
Sweden	51%	8%	5%	2%	2%	0%	9%	33%
Great Britain	37%	8%	20%	8%	5%	0%	15%	23%
Bulgaria	36%	3%	11%	6%	1%	0%	6%	46%
Cyprus	45%	0%	7%	0%	0%	7%	0%	42%
Czech Republic	40%	9%	6%	3%	1%	1%	10%	39%
Estonia	41%	6%	1%	2%	0%	1%	11%	42%
Hungary	50%	3%	4%	6%	1%	1%	3%	40%
Latvia	37%	4%	2%	1%	3%	1%	12%	47%
Lithuania	26%	1%	2%	7%	1%	0%	14%	53%
Malta	71%	0%	5%	5%	3%	0%	8%	19%
Poland	47%	10%	6%	5%	2%	2%	5%	31%
Romania	42%	6%	4%	5%	2%	1%	8%	41%
Slovakia	58%	7%	3%	5%	0%	0%	10%	28%
Slovenia	60%	3%	3%	1%	1%	0%	6%	33%
Iceland	62%	8%	4%	4%	4%	0%	4%	31%
Croatia	66%	5%	4%	9%	1%	1%	4%	26%
Norway	46%	16%	7%	8%	4%	0%	7%	28%

Base: respondents who selected misleading or aggressive commercial practices as their most recent problem (Q21a= 3; n = 4,087)

Table 319 Unclear or ambiguous standard contract terms (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**61%**	**13%**	**6%**	**10%**	**3%**	**2%**	**4%**	**18%**
Belgium	63%	10%	3%	9%	6%	0%	4%	19%
Denmark	47%	16%	10%	5%	5%	5%	7%	17%
Germany	62%	21%	3%	10%	1%	4%	2%	12%
Greece	60%	11%	3%	5%	1%	2%	2%	26%
Spain	57%	17%	7%	20%	4%	1%	4%	15%
Finland	67%	4%	5%	5%	2%	1%	5%	23%
France	57%	9%	3%	6%	4%	2%	11%	23%
Ireland	67%	11%	0%	2%	2%	0%	0%	25%
Italy	60%	21%	7%	11%	3%	2%	2%	11%
Luxembourg	66%	5%	0%	14%	0%	4%	9%	10%
Netherlands	60%	6%	4%	4%	2%	0%	8%	27%
Austria	62%	13%	4%	3%	4%	3%	10%	13%
Portugal	81%	5%	9%	11%	6%	0%	1%	8%
Sweden	64%	3%	6%	6%	4%	0%	8%	20%
Great Britain	75%	4%	8%	12%	2%	0%	4%	8%
Bulgaria	43%	5%	9%	8%	2%	2%	3%	44%
Cyprus	46%	15%	13%	0%	0%	0%	0%	26%
Czech Republic	47%	8%	2%	4%	2%	0%	11%	31%
Estonia	48%	4%	3%	4%	3%	2%	12%	36%
Hungary	59%	3%	4%	4%	1%	0%	7%	32%
Latvia	72%	3%	0%	2%	0%	0%	0%	23%
Lithuania	40%	7%	4%	2%	2%	2%	8%	40%
Malta	70%	0%	18%	25%	8%	0%	0%	13%
Poland	67%	9%	6%	8%	4%	1%	2%	15%
Romania	55%	11%	8%	12%	2%	1%	7%	25%
Slovakia	69%	6%	6%	4%	2%	0%	4%	17%
Slovenia	80%	10%	6%	4%	0%	2%	0%	12%
Iceland	56%	22%	6%	6%	6%	6%	6%	28%
Croatia	74%	10%	2%	8%	0%	2%	8%	18%
Norway	60%	19%	12%	14%	0%	2%	7%	5%

Base: respondents who selected unclear or ambiguous standard contract terms as their most recent problem (Q21a= 4; n = 2,162)

Table 320 Unfair standard contract terms (Q23)

	You complained to the seller or service provider	You complained to the manufacturer	You complained to a public authority	You complained to a consumer association	You brought the matter to an out-of-court dispute resolution body such as an ombudsman, arbitration, mediation or council	You took the trader to court	You took other actions	You did not take any action
EU28	**57%**	**10%**	**8%**	**8%**	**3%**	**2%**	**5%**	**21%**
Belgium	75%	15%	5%	5%	5%	5%	5%	10%
Denmark	43%	18%	11%	4%	4%	3%	0%	29%
Germany	58%	8%	0%	8%	0%	4%	4%	21%
Greece	73%	6%	12%	9%	2%	6%	9%	15%
Spain	48%	21%	16%	18%	7%	2%	7%	13%
Finland	48%	14%	2%	7%	2%	0%	10%	28%
France	58%	10%	7%	3%	3%	3%	7%	14%
Ireland	75%	3%	7%	11%	0%	0%	3%	14%
Italy	56%	18%	10%	3%	3%	0%	0%	16%
Luxembourg	62%	0%	0%	0%	0%	0%	47%	12%
Netherlands	64%	9%	4%	10%	0%	4%	9%	13%
Austria	60%	16%	4%	8%	4%	0%	12%	20%
Portugal	64%	4%	12%	5%	2%	2%	3%	20%
Sweden	41%	4%	4%	7%	0%	0%	4%	52%
Great Britain	56%	0%	13%	4%	6%	0%	4%	24%
Bulgaria	39%	4%	9%	9%	3%	0%	8%	37%
Cyprus	100%	100%	0%	0%	0%	0%	0%	0%
Czech Republic	61%	10%	6%	6%	3%	6%	10%	16%
Estonia	59%	0%	11%	13%	0%	0%	11%	30%
Hungary	63%	4%	12%	14%	4%	0%	8%	25%
Latvia	68%	0%	10%	10%	0%	0%	6%	26%
Lithuania	52%	6%	14%	6%	7%	0%	21%	20%
Malta	66%	6%	22%	28%	0%	0%	0%	11%
Poland	54%	12%	0%	6%	3%	0%	6%	29%
Romania	52%	5%	7%	5%	5%	3%	2%	38%
Slovakia	59%	14%	5%	5%	0%	0%	0%	18%
Slovenia	52%	4%	13%	17%	5%	0%	9%	27%
Iceland	50%	0%	0%	0%	0%	0%	0%	50%
Croatia	87%	3%	0%	7%	0%	7%	0%	7%
Norway	50%	22%	17%	6%	0%	6%	6%	11%

Base: respondents who selected unfair standard contract terms as their most recent problem (Q21a= 5; n = 743)

2.6. Reasons for not taking action to resolve the most recent consumer rights problem at country level by type of the problem (Q24)

Table 321 Lack of indication of the unit price (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**19%**	**54%**	**10%**	**10%**	**20%**	**2%**	**10%**	**7%**	**10%**
Belgium	15%	53%	10%	4%	10%	2%	1%	12%	15%
Denmark	12%	59%	9%	3%	26%	0%	3%	6%	18%
Germany	12%	51%	9%	9%	16%	2%	11%	9%	9%
Greece	20%	31%	9%	26%	14%	6%	25%	6%	3%
Spain	22%	46%	15%	22%	20%	2%	13%	4%	9%
Finland	5%	41%	5%	6%	15%	3%	7%	17%	17%
France	19%	58%	11%	6%	26%	1%	9%	8%	14%
Ireland	17%	56%	23%	14%	12%	3%	15%	3%	6%
Italy	13%	59%	3%	11%	14%	3%	17%	5%	3%
Luxembourg	31%	48%	12%	10%	20%	3%	14%	10%	6%
Netherlands	8%	56%	5%	8%	13%	0%	5%	15%	13%
Austria	20%	72%	13%	11%	15%	2%	10%	7%	2%
Portugal	27%	44%	23%	30%	20%	0%	5%	0%	9%
Sweden	25%	63%	2%	3%	25%	3%	5%	7%	10%
UK	17%	63%	9%	8%	17%	0%	8%	8%	9%
Bulgaria	39%	45%	12%	14%	41%	8%	6%	2%	4%
Cyprus	0%	12%	6%	12%	0%	0%	16%	39%	27%
Czech Republic	13%	58%	7%	15%	7%	4%	22%	9%	9%
Estonia	12%	67%	9%	14%	35%	0%	16%	0%	7%
Hungary	11%	56%	4%	5%	26%	4%	8%	11%	9%
Latvia	9%	56%	7%	9%	30%	2%	9%	7%	6%
Lithuania	14%	52%	3%	15%	18%	4%	3%	8%	11%
Malta	28%	41%	8%	26%	25%	4%	30%	0%	0%
Poland	22%	57%	9%	11%	16%	0%	11%	4%	13%
Romania	39%	36%	11%	11%	27%	7%	8%	5%	6%
Slovakia	23%	68%	12%	15%	19%	5%	14%	7%	11%
Slovenia	34%	53%	12%	12%	25%	6%	0%	9%	16%

Iceland	16%	68%	21%	6%	24%	0%	0%	4%	9%
Croatia	21%	54%	23%	15%	31%	0%	12%	4%	13%
Norway	28%	44%	14%	14%	17%	7%	12%	0%	12%

Base: respondents who did not any action after experiencing a lack of unit price indication (Q23=8; n = 1,638)

Table 322 Defective goods (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**28%**	**38%**	**7%**	**8%**	**14%**	**3%**	**7%**	**15%**	**11%**
Belgium	10%	49%	20%	5%	10%	0%	5%	15%	25%
Denmark	8%	38%	11%	6%	20%	3%	11%	9%	14%
Germany	14%	32%	14%	5%	9%	0%	9%	27%	4%
Greece	42%	31%	14%	17%	16%	7%	5%	3%	9%
Spain	26%	32%	0%	5%	0%	6%	0%	20%	11%
Finland	16%	35%	5%	11%	16%	0%	0%	13%	22%
France	29%	42%	4%	8%	24%	0%	4%	17%	21%
Ireland	32%	44%	25%	12%	10%	0%	0%	6%	5%
Italy	17%	47%	0%	4%	20%	4%	8%	12%	12%
Luxembourg	30%	47%	8%	7%	15%	0%	22%	16%	7%
Netherlands	14%	48%	9%	14%	5%	0%	0%	19%	14%
Austria	24%	56%	4%	0%	4%	0%	4%	24%	4%
Portugal	34%	50%	6%	0%	23%	0%	6%	6%	10%
Sweden	34%	38%	3%	13%	9%	7%	19%	19%	9%
UK	38%	42%	14%	7%	6%	0%	3%	16%	16%
Bulgaria	33%	30%	9%	14%	25%	6%	6%	4%	6%
Cyprus	8%	7%	7%	0%	24%	7%	9%	25%	17%
Czech Republic	34%	40%	2%	6%	13%	2%	13%	4%	19%
Estonia	36%	37%	5%	3%	22%	5%	11%	5%	7%
Hungary	38%	40%	3%	2%	29%	3%	7%	9%	9%
Latvia	27%	46%	9%	9%	32%	2%	0%	9%	2%
Lithuania	52%	26%	8%	19%	13%	4%	11%	13%	4%
Malta	12%	24%	12%	0%	38%	12%	0%	13%	25%

Poland	28%	46%	0%	10%	3%	3%	8%	18%	13%
Romania	37%	19%	11%	11%	25%	12%	16%	13%	6%
Slovakia	22%	29%	4%	7%	9%	13%	13%	20%	4%
Slovenia	47%	59%	12%	17%	41%	0%	6%	12%	0%
Iceland	28%	23%	19%	7%	17%	9%	0%	9%	7%
Croatia	48%	22%	9%	0%	22%	9%	9%	8%	4%
Norway	26%	33%	0%	5%	30%	0%	11%	18%	0%

Base: respondents who did not any action after experiencing defective goods (Q23=8; n = 948)

Table 323 Misleading or aggressive commercial practices (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**36%**	**20%**	**18%**	**12%**	**17%**	**10%**	**9%**	**11%**	**13%**
Belgium	30%	11%	15%	8%	10%	2%	8%	11%	35%
Denmark	30%	15%	9%	5%	15%	5%	5%	13%	17%
Germany	34%	23%	17%	9%	15%	14%	9%	20%	11%
Greece	39%	13%	16%	15%	15%	20%	21%	10%	1%
Spain	28%	28%	25%	6%	22%	19%	13%	9%	3%
Finland	33%	24%	15%	5%	10%	5%	14%	13%	24%
France	33%	31%	23%	26%	23%	7%	0%	3%	15%
Ireland	14%	14%	20%	20%	22%	0%	22%	7%	7%
Italy	43%	20%	22%	7%	15%	11%	11%	13%	8%
Luxembourg	10%	36%	0%	0%	0%	35%	0%	20%	10%
Netherlands	29%	12%	10%	3%	6%	5%	5%	22%	25%
Austria	35%	24%	24%	7%	10%	7%	7%	21%	7%
Portugal	40%	27%	20%	17%	14%	13%	9%	3%	11%
Sweden	38%	18%	23%	18%	7%	2%	5%	7%	20%
UK	33%	10%	22%	18%	6%	7%	20%	10%	31%
Bulgaria	52%	17%	9%	8%	32%	10%	3%	4%	10%
Cyprus	16%	17%	16%	32%	51%	0%	0%	16%	0%
Czech Republic	44%	19%	11%	2%	6%	5%	12%	14%	9%
Estonia	32%	36%	11%	11%	26%	6%	17%	5%	15%

Hungary	35%	20%	11%	8%	19%	5%	12%	5%	10%
Latvia	31%	23%	12%	17%	27%	10%	14%	10%	4%
Lithuania	57%	16%	10%	8%	13%	4%	8%	7%	10%
Malta	45%	18%	25%	0%	0%	20%	0%	0%	17%
Poland	36%	17%	21%	19%	21%	7%	9%	5%	11%
Romania	40%	22%	9%	8%	27%	10%	4%	8%	11%
Slovakia	37%	17%	11%	9%	6%	9%	6%	14%	23%
Slovenia	16%	37%	5%	13%	16%	0%	11%	10%	16%
Iceland	64%	25%	0%	15%	34%	0%	0%	0%	0%
Croatia	38%	14%	21%	14%	24%	10%	10%	7%	17%
Norway	35%	26%	17%	6%	7%	0%	7%	13%	10%

Base: respondents who did not any action after experiencing misleading or aggressive commercial practices (Q23=8; n = 1,364)

Table 324 Unclear or ambiguous standard contract terms (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**34%**	**28%**	**8%**	**9%**	**18%**	**8%**	**9%**	**5%**	**17%**
Belgium	27%	20%	7%	14%	13%	7%	7%	7%	26%
Denmark	16%	31%	23%	16%	8%	0%	8%	0%	45%
Germany	12%	12%	0%	12%	13%	13%	0%	12%	25%
Greece	26%	27%	10%	15%	13%	16%	12%	2%	5%
Spain	39%	32%	11%	5%	6%	0%	6%	0%	28%
Finland	47%	24%	7%	14%	3%	3%	7%	10%	10%
France	38%	38%	13%	6%	37%	0%	6%	0%	25%
Ireland	26%	26%	32%	50%	24%	0%	16%	0%	0%
Italy	21%	35%	0%	0%	13%	20%	21%	10%	14%
Luxembourg	0%	53%	0%	0%	0%	0%	0%	47%	0%
Netherlands	15%	23%	0%	8%	15%	0%	15%	15%	23%
Austria	51%	40%	10%	0%	10%	0%	30%	10%	0%
Portugal	73%	0%	0%	10%	0%	0%	0%	0%	27%
Sweden	28%	14%	7%	7%	22%	7%	0%	14%	35%
UK	25%	24%	0%	0%	0%	0%	0%	0%	51%

Bulgaria	49%	23%	9%	16%	28%	13%	8%	2%	8%
Cyprus	25%	50%	0%	0%	0%	0%	0%	0%	50%
Czech Republic	32%	25%	7%	14%	4%	7%	25%	7%	11%
Estonia	62%	32%	0%	0%	26%	6%	7%	6%	0%
Hungary	52%	22%	6%	2%	19%	8%	14%	5%	19%
Latvia	45%	0%	22%	11%	22%	0%	22%	0%	11%
Lithuania	18%	55%	13%	37%	23%	4%	0%	0%	0%
Malta	33%	0%	0%	0%	66%	0%	67%	33%	0%
Poland	43%	29%	14%	14%	24%	15%	5%	0%	5%
Romania	34%	29%	11%	5%	26%	5%	13%	8%	13%
Slovakia	17%	33%	11%	11%	11%	6%	6%	11%	17%
Slovenia	33%	17%	67%	67%	17%	0%	17%	0%	17%
Iceland	34%	34%	0%	17%	0%	25%	25%	0%	0%
Croatia	55%	19%	9%	18%	36%	28%	0%	27%	0%
Norway	0%	60%	0%	0%	0%	0%	0%	0%	40%

Base: respondents who did not any action after experiencing unclear or ambiguous contract terms (Q23=8; n = 506)

Table 325 Unfair standard contract terms (Q24)

	You were unlikely to get a satisfactory solution to the problem you encountered	The sums involved were too small	You did not know how or where to complain	You were not sure of your rights as a consumer	You thought it would take too long	You tried to complain about other problems in the past but it was not successful	You thought complaining would have led to a confrontation, and you do not feel at ease in such situations	Other	Don't know
EU28	**41%**	**15%**	**20%**	**16%**	**8%**	**13%**	**10%**	**3%**	**19%**
Belgium	51%	0%	0%	0%	0%	0%	0%	0%	49%
Denmark	25%	25%	24%	0%	12%	0%	0%	0%	13%
Germany	40%	0%	21%	0%	0%	20%	0%	0%	20%
Greece	53%	23%	51%	24%	27%	35%	0%	0%	0%
Spain	50%	0%	17%	0%	17%	0%	0%	17%	17%
Finland	26%	51%	16%	8%	0%	0%	0%	8%	17%
France	76%	26%	51%	25%	26%	26%	25%	0%	24%
Ireland	23%	0%	23%	51%	0%	23%	0%	0%	49%
Italy	21%	0%	29%	21%	0%	29%	21%	0%	0%
Luxembourg	100%	0%	0%	0%	100%	0%	100%	0%	0%
Netherlands	0%	0%	0%	0%	0%	0%	0%	0%	100%

Austria	80%	60%	0%	0%	0%	0%	20%	0%	0%
Portugal	49%	0%	18%	9%	0%	0%	9%	15%	18%
Sweden	70%	15%	23%	8%	0%	8%	0%	0%	23%
UK	0%	16%	26%	43%	0%	0%	26%	0%	42%
Bulgaria	55%	13%	7%	17%	17%	9%	13%	0%	8%
Cyprus	0%	0%	0%	0%	0%	0%	0%	0%	0%
Czech Republic	40%	0%	20%	20%	0%	0%	40%	0%	20%
Estonia	65%	0%	0%	0%	35%	0%	33%	0%	0%
Hungary	58%	9%	9%	9%	18%	9%	8%	8%	16%
Latvia	20%	19%	0%	0%	0%	43%	0%	19%	0%
Lithuania	33%	33%	0%	0%	65%	0%	0%	0%	35%
Malta	100%	100%	0%	0%	0%	0%	0%	0%	0%
Poland	51%	40%	10%	20%	10%	10%	10%	0%	19%
Romania	42%	19%	7%	13%	6%	26%	0%	6%	0%
Slovakia	25%	0%	0%	0%	25%	0%	0%	0%	50%
Slovenia	67%	33%	0%	17%	17%	0%	0%	0%	0%
Iceland	52%	48%	0%	0%	0%	0%	0%	0%	0%
Croatia	0%	50%	0%	0%	0%	0%	0%	50%	0%
Norway	0%	0%	0%	0%	0%	40%	0%	60%	0%

Base: respondents who did not any action after experiencing unfair standard contract terms (Q23=8; n = 186)

2.7. Outcome of the most recent consumer rights problem at country level by type of the problem (Q25)

Table 326 Lack of indication of the unit price (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**11%**	**26%**	**4%**	**19%**	**23%**	**4%**	**1%**	**6%**	**0%**	**0%**	**0%**	**5%**
Belgium	19%	28%	1%	14%	16%	4%	1%	7%	0%	0%	0%	8%
Denmark	10%	12%	0%	27%	29%	2%	4%	6%	0%	0%	0%	8%
Germany	9%	15%	6%	21%	25%	4%	0%	6%	0%	0%	0%	13%
Greece	22%	28%	1%	15%	24%	7%	0%	1%	0%	0%	0%	1%
Spain	18%	12%	5%	18%	30%	4%	0%	10%	0%	0%	0%	3%
Finland	6%	29%	6%	17%	21%	4%	4%	6%	0%	0%	0%	8%
France	7%	38%	4%	12%	25%	2%	2%	8%	0%	0%	0%	3%
Ireland	17%	24%	11%	20%	15%	0%	4%	0%	0%	0%	0%	9%
Italy	10%	22%	3%	26%	25%	5%	0%	2%	0%	0%	0%	6%
Luxembourg	23%	17%	0%	11%	12%	12%	0%	16%	0%	0%	0%	9%
Netherlands	11%	23%	3%	26%	23%	0%	0%	11%	0%	0%	0%	3%
Austria	15%	28%	1%	24%	10%	4%	2%	6%	0%	0%	0%	9%
Portugal	6%	31%	2%	23%	19%	6%	2%	4%	0%	0%	0%	6%
Sweden	14%	25%	5%	24%	19%	5%	0%	3%	0%	0%	0%	5%
UK	15%	30%	10%	17%	16%	5%	0%	4%	0%	0%	0%	3%
Bulgaria	18%	33%	4%	6%	26%	4%	4%	3%	0%	0%	0%	3%
Cyprus	13%	20%	0%	13%	13%	0%	0%	13%	0%	0%	0%	27%
Czech Republic	10%	20%	3%	22%	20%	3%	5%	10%	0%	0%	0%	7%
Estonia	13%	23%	5%	14%	17%	17%	4%	4%	0%	0%	0%	4%
Hungary	6%	26%	0%	28%	19%	6%	0%	8%	0%	0%	0%	6%
Latvia	11%	39%	0%	11%	19%	6%	0%	8%	0%	0%	0%	5%
Lithuania	14%	38%	7%	31%	4%	0%	0%	0%	0%	0%	0%	7%
Malta	22%	16%	0%	15%	17%	4%	0%	6%	0%	0%	0%	21%
Poland	5%	35%	2%	21%	16%	12%	2%	5%	0%	0%	0%	2%
Romania	15%	24%	4%	21%	24%	3%	0%	5%	0%	0%	0%	4%
Slovakia	9%	29%	7%	28%	22%	0%	0%	2%	0%	0%	0%	3%

Slovenia	19%	20%	5%	5%	29%	5%	7%	2%	0%	0%	0%	7%
Iceland	11%	43%	0%	9%	22%	3%	0%	9%	0%	0%	0%	3%
Croatia	20%	23%	0%	16%	20%	2%	7%	2%	0%	0%	0%	9%
Norway	12%	6%	3%	35%	30%	4%	0%	8%	0%	0%	0%	3%

Base: respondents who tookaction after experiencing a lack of unit price indication (Q23=1-7; n = 1,464)

Table 327 Defective goods (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**9%**	**0%**	**0%**	**31%**	**42%**	**11%**	**1%**	**6%**	**0%**	**0%**	**0%**	**1%**
Belgium	15%	0%	0%	19%	49%	9%	2%	6%	0%	0%	0%	2%
Denmark	11%	0%	0%	22%	44%	12%	2%	8%	0%	0%	0%	1%
Germany	7%	0%	0%	36%	43%	10%	0%	3%	0%	0%	0%	1%
Greece	9%	0%	0%	16%	55%	15%	1%	3%	0%	0%	0%	1%
Spain	12%	0%	0%	26%	44%	9%	1%	7%	0%	0%	0%	0%
Finland	7%	0%	0%	35%	41%	9%	1%	5%	0%	0%	0%	2%
France	7%	0%	0%	31%	44%	8%	0%	8%	0%	0%	0%	1%
Ireland	12%	0%	0%	27%	38%	9%	0%	11%	0%	0%	0%	3%
Italy	8%	0%	0%	25%	47%	14%	1%	5%	0%	0%	0%	1%
Luxembourg	2%	0%	0%	16%	63%	14%	0%	6%	0%	0%	0%	0%
Netherlands	13%	0%	0%	14%	47%	14%	0%	10%	0%	0%	0%	3%
Austria	6%	0%	0%	25%	48%	15%	1%	3%	0%	0%	0%	2%
Portugal	10%	0%	0%	27%	40%	14%	1%	8%	0%	0%	0%	0%
Sweden	9%	0%	0%	39%	38%	10%	0%	2%	0%	0%	0%	3%
UK	7%	0%	0%	42%	40%	7%	0%	3%	0%	0%	0%	1%
Bulgaria	13%	0%	0%	26%	39%	13%	2%	7%	0%	0%	0%	1%
Cyprus	11%	0%	0%	17%	39%	15%	9%	7%	0%	0%	0%	3%
Czech Republic	15%	0%	0%	26%	32%	14%	1%	7%	0%	0%	0%	4%
Estonia	5%	0%	0%	33%	35%	17%	0%	9%	0%	0%	0%	2%
Hungary	13%	0%	0%	26%	38%	12%	0%	8%	0%	0%	0%	2%
Latvia	14%	0%	0%	24%	34%	14%	1%	7%	0%	0%	0%	6%

Lithuania	8%	0%	0%	37%	37%	10%	3%	5%	0%	0%	0%	0%
Malta	23%	0%	0%	23%	32%	12%	0%	8%	0%	0%	0%	1%
Poland	9%	0%	0%	32%	32%	17%	0%	8%	0%	0%	0%	2%
Romania	16%	0%	0%	25%	33%	18%	1%	7%	0%	0%	0%	0%
Slovakia	12%	0%	0%	35%	28%	16%	0%	8%	0%	0%	0%	2%
Slovenia	13%	0%	0%	24%	45%	10%	1%	7%	0%	0%	0%	1%
Iceland	9%	0%	0%	34%	32%	11%	0%	14%	0%	0%	0%	0%
Croatia	13%	0%	0%	23%	37%	18%	0%	7%	0%	0%	0%	2%
Norway	10%	0%	0%	23%	48%	8%	0%	10%	0%	0%	0%	2%

Base: respondents who tookaction after experiencing a defective goods((Q23=1-7; n = 6,161)

Table 328 Misleading or aggressive commercial practices (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**18%**	**25%**	**0%**	**7%**	**8%**	**3%**	**1%**	**4%**	**13%**	**7%**	**8%**	**7%**
Belgium	13%	28%	0%	8%	7%	1%	0%	7%	11%	7%	7%	11%
Denmark	14%	33%	0%	8%	5%	4%	1%	2%	16%	2%	10%	5%
Germany	15%	26%	0%	7%	10%	5%	1%	0%	13%	7%	7%	8%
Greece	20%	28%	0%	4%	10%	1%	1%	1%	10%	14%	7%	4%
Spain	23%	21%	0%	8%	6%	3%	0%	5%	15%	4%	10%	5%
Finland	10%	31%	0%	11%	8%	2%	2%	1%	13%	9%	6%	7%
France	19%	21%	0%	5%	6%	5%	1%	9%	11%	5%	8%	8%
Ireland	8%	19%	0%	15%	2%	2%	0%	0%	30%	10%	9%	5%
Italy	23%	25%	0%	6%	8%	2%	0%	4%	15%	8%	7%	3%
Luxembourg	28%	43%	0%	6%	0%	0%	3%	4%	9%	4%	0%	3%
Netherlands	8%	33%	0%	6%	8%	3%	1%	3%	11%	6%	6%	15%
Austria	8%	19%	0%	16%	8%	3%	0%	5%	15%	8%	4%	15%
Portugal	22%	24%	0%	6%	4%	1%	0%	4%	15%	13%	8%	3%
Sweden	8%	51%	0%	3%	1%	3%	1%	3%	14%	0%	5%	10%
UK	9%	29%	0%	10%	15%	3%	1%	2%	5%	5%	6%	14%
Bulgaria	12%	27%	0%	6%	7%	2%	0%	2%	10%	22%	7%	5%
Cyprus	0%	0%	0%	12%	0%	12%	12%	0%	12%	29%	12%	12%

Czech Republic	20%	31%	0%	4%	8%	1%	0%	2%	12%	8%	8%	6%
Estonia	9%	37%	0%	10%	12%	3%	0%	4%	11%	6%	1%	5%
Hungary	20%	22%	0%	12%	10%	3%	1%	3%	10%	5%	7%	7%
Latvia	14%	37%	0%	4%	5%	4%	0%	6%	9%	9%	9%	4%
Lithuania	9%	24%	0%	13%	13%	0%	2%	6%	9%	4%	4%	17%
Malta	31%	19%	0%	4%	0%	8%	4%	0%	8%	0%	21%	4%
Poland	19%	27%	0%	8%	3%	2%	1%	1%	17%	12%	5%	5%
Romania	23%	19%	0%	6%	11%	2%	1%	5%	7%	6%	11%	8%
Slovakia	15%	26%	0%	12%	9%	0%	0%	9%	10%	5%	7%	7%
Slovenia	22%	20%	0%	1%	10%	4%	0%	3%	9%	11%	8%	12%
Iceland	20%	30%	0%	0%	8%	0%	0%	0%	19%	11%	5%	8%
Croatia	26%	21%	0%	2%	10%	3%	0%	2%	11%	6%	8%	10%
Norway	10%	31%	0%	9%	8%	4%	2%	1%	13%	13%	5%	3%

Base: respondents who tookaction after experiencing misleading or aggressive commercial practices((Q23=1-7; n = 3,011)

Table 329 Unclear or ambiguous standard contract terms (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**22%**	**15%**	**0%**	**6%**	**8%**	**2%**	**1%**	**4%**	**16%**	**11%**	**8%**	**5%**
Belgium	11%	17%	0%	8%	3%	5%	2%	3%	21%	13%	14%	3%
Denmark	8%	10%	0%	14%	14%	0%	3%	6%	14%	20%	5%	6%
Germany	17%	17%	0%	7%	20%	3%	5%	3%	15%	5%	5%	3%
Greece	25%	25%	0%	5%	5%	4%	0%	2%	9%	14%	8%	3%
Spain	22%	16%	0%	8%	7%	1%	0%	4%	22%	9%	8%	3%
Finland	8%	23%	0%	12%	5%	2%	2%	6%	19%	14%	5%	5%
France	22%	21%	0%	6%	4%	0%	0%	4%	14%	17%	10%	2%
Ireland	12%	3%	0%	3%	9%	3%	3%	7%	35%	18%	6%	3%
Italy	26%	11%	0%	7%	4%	1%	2%	3%	16%	12%	12%	5%
Luxembourg	22%	11%	0%	0%	13%	10%	5%	8%	0%	13%	12%	5%
Netherlands	21%	12%	0%	9%	6%	6%	0%	12%	20%	12%	0%	3%
Austria	17%	20%	0%	7%	6%	4%	2%	3%	17%	6%	9%	10%
Portugal	15%	15%	0%	6%	8%	3%	0%	6%	19%	12%	11%	5%
Sweden	13%	18%	0%	4%	15%	2%	0%	5%	13%	11%	8%	11%
UK	30%	9%	0%	9%	11%	4%	0%	7%	14%	2%	0%	13%
Bulgaria	26%	10%	0%	3%	4%	1%	0%	0%	18%	21%	16%	1%
Cyprus	18%	0%	0%	32%	0%	0%	9%	9%	0%	0%	13%	18%
Czech Republic	21%	16%	0%	3%	8%	0%	0%	2%	16%	10%	14%	10%
Estonia	15%	27%	0%	8%	7%	0%	0%	4%	0%	18%	10%	10%
Hungary	25%	17%	0%	1%	5%	2%	0%	4%	18%	9%	11%	8%
Latvia	27%	20%	0%	3%	6%	0%	0%	4%	20%	14%	3%	4%
Lithuania	12%	31%	0%	12%	6%	3%	0%	6%	9%	15%	6%	0%
Malta	7%	29%	0%	8%	0%	8%	0%	0%	25%	8%	15%	0%
Poland	20%	16%	0%	5%	8%	3%	2%	1%	17%	18%	7%	4%
Romania	34%	10%	0%	2%	6%	3%	0%	5%	12%	11%	13%	5%
Slovakia	21%	19%	0%	2%	9%	4%	1%	7%	11%	12%	8%	6%
Slovenia	33%	7%	0%	9%	7%	0%	0%	2%	9%	19%	12%	2%
Iceland	11%	20%	0%	17%	16%	0%	0%	0%	22%	0%	8%	7%
Croatia	14%	12%	0%	0%	10%	2%	0%	6%	25%	20%	4%	8%

Norway	10%	10%	0%	2%	16%	5%	4%	5%	19%	6%	18%	5%

Base: respondents who tookaction after experiencing unclear or ambiguous standard contract terms (Q23=1-7; n = 1,822)

Table 330 Unfair standard contract terms (Q25)

	The problem is still pending	You decided not to buy the product / service	You did not know which product / service to buy	You received a refund / compensation for the product	The product was replaced	The product was repaired free of charge	The product was repaired at a discounted rate	You received no refund / compensation, repair or replacement	You received a refund / compensation for the service	The service was performed again	You received no refund/compensation and the service was not performed again	Other
EU28	**25%**	**14%**	**0%**	**8%**	**10%**	**2%**	**1%**	**4%**	**14%**	**6%**	**10%**	**4%**
Belgium	11%	0%	0%	0%	5%	0%	0%	11%	17%	16%	28%	12%
Denmark	15%	25%	0%	15%	0%	5%	0%	5%	10%	5%	5%	15%
Germany	11%	0%	0%	16%	26%	5%	0%	0%	27%	5%	5%	5%
Greece	35%	25%	0%	4%	6%	0%	0%	6%	2%	9%	8%	5%
Spain	42%	16%	0%	3%	3%	5%	0%	3%	10%	5%	13%	0%
Finland	27%	14%	0%	3%	13%	3%	0%	10%	0%	0%	27%	3%
France	16%	12%	0%	12%	16%	0%	4%	12%	20%	4%	4%	0%
Ireland	34%	19%	0%	11%	4%	0%	0%	0%	11%	8%	8%	4%
Italy	25%	30%	0%	4%	4%	4%	6%	0%	10%	8%	4%	6%
Luxembourg	39%	0%	0%	15%	15%	0%	0%	0%	15%	0%	15%	0%
Netherlands	26%	5%	0%	21%	11%	5%	0%	0%	5%	0%	11%	16%
Austria	50%	10%	0%	0%	0%	5%	0%	0%	20%	5%	5%	5%
Portugal	32%	2%	0%	2%	2%	0%	0%	2%	14%	23%	18%	5%
Sweden	0%	15%	0%	8%	8%	8%	0%	0%	8%	15%	30%	8%
UK	10%	20%	0%	14%	14%	0%	0%	5%	24%	0%	14%	0%
Bulgaria	40%	24%	0%	0%	7%	2%	0%	2%	9%	2%	7%	5%
Cyprus	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Czech Republic	23%	27%	0%	4%	4%	0%	0%	0%	8%	4%	19%	12%
Estonia	17%	35%	0%	0%	0%	0%	0%	16%	16%	0%	17%	0%
Hungary	25%	16%	0%	2%	3%	0%	3%	6%	11%	8%	18%	8%
Latvia	36%	13%	0%	0%	0%	0%	0%	0%	7%	15%	29%	0%
Lithuania	34%	0%	0%	9%	8%	8%	0%	0%	0%	8%	8%	25%
Malta	11%	17%	0%	0%	0%	0%	0%	11%	8%	0%	31%	23%
Poland	32%	16%	0%	12%	8%	0%	0%	12%	8%	12%	0%	0%
Romania	38%	4%	0%	12%	4%	0%	0%	4%	15%	7%	16%	0%

Slovakia	0%	11%	0%	6%	11%	6%	6%	11%	6%	17%	17%	11%
Slovenia	29%	6%	0%	6%	12%	0%	0%	0%	18%	12%	6%	12%
Iceland	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Croatia	35%	7%	0%	0%	0%	0%	0%	4%	4%	4%	29%	18%
Norway	9%	12%	0%	0%	18%	6%	12%	0%	6%	18%	18%	0%

Base: respondents who tookaction after experiencing unfair standard contract terms (Q23=8; n = 638)

2.8. Satisfaction ('very satisfied' and 'fairly satisfied') with the way the complaint about the most recent problem was dealt with at country level by type of the problem (Q27)

Table 331 Lack of indication of the unit price (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**65%**	**68%**	**79%**	**67%**	**72%**	**41%**
Belgium	58%	75%	0%	44%	0%	0%
Denmark	84%	72%	34%	100%	0%	0%
Germany	66%	67%	100%	100%	51%	0%
Greece	67%	49%	50%	27%	0%	0%
Spain	57%	75%	67%	60%	66%	0%
Finland	78%	64%	67%	0%	0%	0%
France	72%	62%	76%	81%	66%	0%
Ireland	67%	100%	100%	100%	100%	0%
Italy	64%	67%	84%	66%	75%	100%
Luxembourg	44%	100%	0%	0%	0%	0%
Netherlands	70%	75%	33%	0%	0%	0%
Austria	58%	78%	100%	52%	0%	0%
Portugal	54%	66%	67%	48%	0%	0%
Sweden	68%	100%	0%	100%	0%	0%
UK	71%	67%	100%	48%	100%	100%
Bulgaria	60%	72%	60%	46%	100%	0%
Cyprus	29%	100%	0%	0%	0%	0%
Czech Republic	60%	50%	75%	0%	50%	0%
Estonia	77%	100%	0%	100%	0%	0%
Hungary	62%	85%	100%	100%	0%	0%
Latvia	34%	68%	100%	34%	0%	0%
Lithuania	47%	71%	35%	100%	0%	100%
Malta	53%	100%	100%	0%	0%	0%
Poland	73%	62%	0%	100%	0%	0%
Romania	58%	79%	47%	60%	100%	0%
Slovakia	70%	100%	0%	50%	0%	0%
Slovenia	53%	66%	100%	100%	0%	0%
Iceland	52%	100%	0%	0%	0%	0%
Croatia	39%	0%	0%	0%	51%	0%
Norway	75%	100%	55%	100%	0%	0%

Base: respondents that took action regarding their problem with a lack of unit price indication (Q23 = 1-6; n = 1,429)

Table 332 Defective goods (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**78%**	**68%**	**61%**	**72%**	**53%**	**50%**
Belgium	70%	58%	20%	50%	0%	0%
Denmark	76%	66%	58%	40%	0%	0%
Germany	84%	67%	75%	75%	0%	0%
Greece	68%	67%	57%	47%	0%	66%
Spain	73%	65%	48%	69%	67%	100%
Finland	80%	84%	50%	50%	51%	0%
France	81%	59%	90%	70%	24%	0%
Ireland	68%	69%	37%	85%	100%	50%
Italy	77%	73%	62%	83%	100%	50%
Luxembourg	74%	67%	0%	0%	100%	0%
Netherlands	72%	60%	100%	100%	0%	0%
Austria	82%	77%	25%	0%	0%	100%
Portugal	74%	54%	29%	71%	0%	0%
Sweden	81%	70%	67%	67%	0%	0%
UK	86%	78%	61%	65%	49%	0%
Bulgaria	67%	69%	67%	34%	61%	50%
Cyprus	33%	17%	46%	50%	0%	0%
Czech Republic	69%	69%	55%	55%	75%	0%
Estonia	82%	60%	100%	67%	0%	0%
Hungary	68%	75%	50%	78%	32%	0%
Latvia	54%	53%	60%	32%	100%	0%
Lithuania	70%	81%	50%	33%	100%	0%
Malta	62%	84%	0%	100%	50%	0%
Poland	69%	65%	53%	77%	67%	100%
Romania	69%	85%	54%	73%	46%	0%
Slovakia	73%	64%	56%	40%	40%	67%
Slovenia	73%	47%	49%	67%	0%	0%
Iceland	72%	46%	0%	100%	0%	0%
Croatia	70%	67%	100%	49%	100%	100%
Norway	79%	55%	57%	50%	62%	0%

Base: respondents that did involve organisations in solving the problem of a defective good (Q23 = 1-6; n = 6.465)

Table 333 Misleading or aggressive commercial practices (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**37%**	**47%**	**54%**	**55%**	**44%**	**27%**
Belgium	44%	50%	30%	75%	40%	0%
Denmark	56%	25%	40%	20%	25%	33%
Germany	34%	61%	44%	50%	29%	0%
Greece	32%	69%	60%	80%	72%	62%
Spain	23%	37%	63%	66%	51%	0%
Finland	61%	45%	59%	40%	0%	0%
France	28%	54%	50%	59%	50%	0%
Ireland	61%	33%	60%	10%	0%	0%
Italy	35%	43%	51%	54%	48%	51%
Luxembourg	53%	0%	0%	75%	0%	100%
Netherlands	52%	40%	34%	54%	0%	0%
Austria	62%	60%	40%	70%	24%	67%
Portugal	29%	47%	46%	67%	40%	33%
Sweden	45%	39%	20%	25%	47%	0%
UK	43%	81%	69%	40%	56%	0%
Bulgaria	56%	81%	83%	50%	100%	50%
Cyprus	27%	0%	0%	0%	100%	0%
Czech Republic	32%	53%	25%	42%	0%	67%
Estonia	69%	78%	100%	53%	0%	0%
Hungary	40%	51%	83%	34%	0%	0%
Latvia	51%	35%	61%	0%	0%	0%
Lithuania	40%	50%	65%	42%	100%	0%
Malta	26%	0%	0%	69%	100%	0%
Poland	43%	25%	50%	70%	40%	0%
Romania	42%	34%	50%	24%	0%	0%
Slovakia	44%	78%	20%	33%	0%	0%
Slovenia	44%	67%	100%	0%	100%	0%
Iceland	27%	100%	0%	0%	0%	0%
Croatia	37%	68%	0%	70%	0%	0%
Norway	54%	22%	29%	31%	17%	0%

Base: respondents that did involve organisations in solving the problem of misleading or aggressive commercial practices (Q23 = 1-6; n = 2,714)

Table 334 Unclear or ambiguous standard contract terms (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**41%**	**40%**	**42%**	**50%**	**40%**	**54%**
Belgium	38%	34%	68%	76%	66%	100%
Denmark	45%	43%	38%	38%	25%	51%
Germany	50%	20%	33%	72%	34%	50%
Greece	26%	33%	82%	38%	25%	0%
Spain	33%	47%	49%	44%	33%	100%
Finland	54%	50%	49%	60%	33%	0%
France	42%	66%	66%	33%	67%	0%
Ireland	43%	50%	0%	49%	0%	0%
Italy	34%	32%	53%	57%	40%	67%
Luxembourg	31%	100%	0%	0%	0%	0%
Netherlands	20%	50%	0%	49%	0%	0%
Austria	43%	40%	100%	100%	0%	100%
Portugal	33%	38%	14%	44%	0%	0%
Sweden	54%	100%	0%	56%	0%	0%
UK	62%	26%	22%	0%	33%	0%
Bulgaria	42%	85%	42%	53%	0%	69%
Cyprus	21%	100%	0%	100%	100%	0%
Czech Republic	37%	0%	0%	33%	50%	0%
Estonia	62%	0%	56%	0%	37%	100%
Hungary	45%	50%	76%	33%	0%	0%
Latvia	43%	24%	0%	0%	0%	0%
Lithuania	36%	66%	0%	25%	0%	0%
Malta	69%	0%	0%	100%	0%	0%
Poland	47%	41%	0%	59%	68%	48%
Romania	43%	45%	12%	20%	0%	0%
Slovakia	33%	30%	25%	0%	49%	0%
Slovenia	47%	80%	0%	33%	0%	0%
Iceland	47%	0%	0%	100%	0%	0%
Croatia	33%	0%	0%	100%	0%	0%
Norway	61%	59%	0%	53%	0%	100%

Base: respondents that did involve organisations in solving the problem of unclear or ambiguous standard contract terms (Q23=1-6; n = 1,716)

Table 335 Unfair standard contract terms (Q27)

	Seller or service provider	Manufacturer	Public authority	Consumer association	Out-of-court dispute resolution body	Court
EU28	**36%**	**41%**	**34%**	**30%**	**18%**	**39%**
Belgium	40%	50%	0%	100%	0%	0%
Denmark	31%	51%	100%	0%	0%	0%
Germany	50%	0%	0%	0%	0%	0%
Greece	15%	100%	32%	19%	100%	0%
Spain	23%	56%	25%	16%	50%	0%
Finland	25%	0%	100%	52%	0%	0%
France	70%	25%	66%	100%	0%	0%
Ireland	23%	32%	0%	100%	0%	0%
Italy	39%	58%	0%	0%	0%	100%
Luxembourg	43%	38%	0%	0%	0%	0%
Netherlands	22%	0%	0%	100%	0%	0%
Austria	30%	60%	67%	50%	100%	100%
Portugal	23%	0%	0%	25%	0%	0%
Sweden	44%	100%	0%	50%	100%	0%
UK	49%	0%	0%	0%	0%	0%
Bulgaria	33%	100%	36%	45%	55%	100%
Cyprus	100%	0%	0%	0%	0%	0%
Czech Republic	21%	25%	0%	50%	0%	50%
Estonia	0%	0%	0%	0%	0%	0%
Hungary	51%	26%	24%	41%	0%	0%
Latvia	0%	0%	0%	0%	100%	0%
Lithuania	48%	100%	50%	0%	0%	0%
Malta	0%	0%	0%	100%	0%	0%
Poland	29%	52%	0%	0%	0%	0%
Romania	22%	0%	100%	31%	0%	100%
Slovakia	34%	0%	25%	49%	50%	0%
Slovenia	38%	0%	100%	100%	0%	0%
Iceland	0%	0%	0%	0%	0%	0%
Croatia	15%	0%	0%	0%	0%	50%
Norway	41%	34%	100%	33%	0%	0%

Base: respondents that did involve organisations in solving the problem of unfair standard contract terms (Q23=1-6; n = 564)

2.9. Estimation of amount of money and time (for administrative, legal and product follow-up) spent due to the most recent problem at country level by type of the problem (Q28)

Table 336 Lack of indication of the unit price (Q28)

	Follow-up Average hours	Follow-up Average costs
EU28	**2,20**	**€ 13**
Belgium	0.93	€ 8
Denmark	2.75	€ 6
Germany	1.53	€ 7
Greece	1.43	€ 23
Spain	1.96	€ 8
Finland	1.58	€ 11
France	0.83	€ 10
Ireland	0.93	€ 7
Italy	5.82	€ 44
Luxembourg	0.49	€ 31
Netherlands	0.55	€ 12
Austria	0.35	€ 7
Portugal	1.19	€ 75
Sweden	1.20	€ 21
UK	1.75	€ 120
Bulgaria	7.61	€ 19
Cyprus	2.64	€ 14
Czech Republic	0.82	€ 3
Estonia	10.00	€ 12
Hungary	2.66	€ 81
Latvia	7.70	€ 8
Lithuania	3.08	€ 3
Malta	4.07	€ 9
Poland	2.28	€ 10
Romania	4.62	€ 23
Slovakia	1.03	€ 12
Slovenia	0.75	€ 9
Iceland	0.91	€ 59
Croatia	0.46	€ 3
Norway	4.87	€ 108

Base: respondents that had experienced at least one problem in the last year (Q14 = 1-4; Q23=8; n = 3,099)

Table 337 Defective goods (Q28)

	Follow-up Average hours	Follow-up Average costs
EU28	**2,59**	**€ 11**
Belgium	1.11	€ 6
Denmark	2.72	€ 11
Germany	1.28	€ 8
Greece	3.08	€ 13
Spain	4.47	€ 12
Finland	0.89	€ 11
France	1.96	€ 10
Ireland	1.38	€ 12
Italy	4.16	€ 22
Luxembourg	2.05	€ 18
Netherlands	1.07	€ 10
Austria	1.02	€ 9
Portugal	3.58	€ 9
Sweden	1.22	€ 8
UK	1.74	€ 9
Bulgaria	7.13	€ 10
Cyprus	2.79	€ 10
Czech Republic	1.72	€ 5
Estonia	8.31	€ 11
Hungary	5.35	€ 3
Latvia	4.51	€ 10
Lithuania	9.84	€ 3
Malta	2.22	€ 11
Poland	2.32	€ 4
Romania	5.50	€ 15
Slovakia	1.89	€ 7
Slovenia	1.17	€ 6
Iceland	0.65	€ 12
Croatia	1.33	€ 5
Norway	2.02	€ 14

Base: respondents that had experienced at least one problem in the last year (Q14 = 1-4; Q23=8; n = 7,091)

Table 338 Misleading or aggressive commercial practices (Q28)

	Follow-up Average hours	Follow-up Average costs
EU28	**3,63**	**€ 20**
Belgium	1.29	€ 14
Denmark	1.41	€ 14
Germany	1.55	€ 22
Greece	2.29	€ 19
Spain	6.42	€ 24
Finland	1.82	€ 10
France	3.44	€ 25
Ireland	3.70	€ 21
Italy	5.57	€ 30
Luxembourg	1.47	€ 31
Netherlands	0.76	€ 9
Austria	1.08	€ 13
Portugal	3.93	€ 14
Sweden	0.98	€ 26
UK	3.09	€ 37
Bulgaria	7.26	€ 16
Cyprus	3.26	€ 43
Czech Republic	1.67	€ 14
Estonia	5.03	€ 7
Hungary	2.27	€ 11
Latvia	4.17	€ 10
Lithuania	2.19	€ 6
Malta	3.36	€ 42
Poland	2.24	€ 8
Romania	6.56	€ 23
Slovakia	3.07	€ 39
Slovenia	0.90	€ 4
Iceland	1.03	€ 24
Croatia	2.38	€ 6
Norway	3.45	€ 38

Base: respondents indicated that had experienced at least one problem in the last year (Q14 = 1-4; Q23=8; n = 4,367)

Table 339 Unclear or ambiguous standard contract terms (Q28)

	Follow-up Average hours	Follow-up Average costs
EU28	**3,78**	**€ 32**
Belgium	0.97	€ 23
Denmark	2.81	€ 15
Germany	2.23	€ 38
Greece	6.29	€ 34
Spain	6.26	€ 35
Finland	1.32	€ 29
France	1.55	€ 15
Ireland	2.24	€ 28
Italy	4.89	€ 67
Luxembourg	0.99	€ 40
Netherlands	0.72	€ 7
Austria	2.18	€ 18
Portugal	3.81	€ 19
Sweden	2.44	€ 25
UK	1.32	€ 31
Bulgaria	6.73	€ 27
Cyprus	2.96	€ 42
Czech Republic	3.28	€ 13
Estonia	7.82	€ 25
Hungary	5.84	€ 10
Latvia	6.80	€ 36
Lithuania	2.55	€ 2
Malta	1.93	€ 74
Poland	2.37	€ 11
Romania	7.78	€ 36
Slovakia	2.76	€ 16
Slovenia	1.55	€ 18
Iceland	2.04	€ 14
Croatia	2.68	€ 5
Norway	1.39	€ 21

Base: respondents indicated that they had experienced at least one problem in the last year (Q14 = 1-4; Q23=8; n = 2,318)

Table 340 Unfair standard contract terms (Q28)

	Follow-up Average hours	Follow-up Average costs
EU28	**4,27**	**€ 35**
Belgium	11.18	€ 12
Denmark	8.12	€ 20
Germany	1.61	€ 29
Greece	8.74	€ 60
Spain	3.80	€ 40
Finland	4.07	€ 46
France	1.20	€ 34
Ireland	2.02	€ 22
Italy	4.47	€ 46
Luxembourg	5.03	€ 42
Netherlands	1.18	€ 61
Austria	4.29	€ 46
Portugal	7.24	€ 34
Sweden	1.17	€ 14
UK	3.61	€ 18
Bulgaria	12.31	€ 39
Cyprus	0.67	€ 7
Czech Republic	4.42	€ 8
Estonia	7.29	€ 11
Hungary	3.62	€ 19
Latvia	7.68	€ 10
Lithuania	38.72	€ 27
Malta	2.76	€ 26
Poland	2.11	€ 14
Romania	7.10	€ 59
Slovakia	1.68	€ 9
Slovenia	3.26	€ 15
Iceland	21.87	€ 1
Croatia	14.30	€ 17
Norway	5.12	€ 69

Base: respondents that had experienced at least one problem in the last year (Q14 = 1-4; Q23=8; n = 815)

2.10. Importance ('very important' and 'important' of consumer rights factors conditional on sales channel and the awareness of consumer rights

2.10.1. Country results (Q1, Q2-Q6)

Table 341 Importance of the Legal Guarantee conditional on the awareness of consumer rights (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)
EU28	**86%**	**92%**	**80%**	**86%**	**85%**	**91%**	**76%**	**84%**
Belgium	85%	93%	82%	88%	86%	93%	82%	87%
Denmark	80%	91%	71%	83%	73%	86%	67%	80%
Germany	87%	92%	75%	85%	86%	92%	72%	81%
Greece	83%	87%	85%	82%	83%	85%	82%	80%
Spain	88%	93%	85%	91%	85%	94%	84%	88%
Finland	87%	88%	82%	78%	87%	85%	77%	77%
France	83%	88%	75%	81%	81%	89%	71%	76%
Ireland	90%	89%	90%	95%	90%	95%	83%	83%
Italy	88%	93%	83%	91%	86%	90%	84%	89%
Luxembourg	90%	88%	94%	87%	93%	88%	90%	86%
Netherlands	87%	83%	81%	74%	86%	82%	74%	71%
Austria	89%	93%	87%	91%	89%	93%	80%	82%
Portugal	83%	91%	79%	89%	83%	91%	81%	89%
Sweden	89%	0%	82%	0%	89%	0%	74%	0%
United Kingdom	84%	90%	77%	80%	83%	92%	71%	76%
Bulgaria	90%	89%	88%	85%	86%	87%	81%	82%
Cyprus	73%	74%	73%	71%	80%	79%	78%	78%
Czech Republic	88%	93%	76%	83%	85%	92%	70%	81%
Estonia	85%	95%	83%	86%	89%	94%	82%	83%
Hungary	90%	92%	86%	85%	90%	91%	83%	83%
Latvia	80%	91%	72%	85%	80%	91%	69%	80%
Lithuania	83%	92%	85%	86%	83%	89%	80%	80%
Malta	97%	91%	89%	87%	91%	95%	87%	88%
Poland	88%	93%	81%	84%	86%	92%	81%	83%
Romania	96%	97%	86%	90%	95%	96%	86%	88%
Slovakia	86%	90%	80%	82%	86%	91%	76%	80%
Slovenia	90%	89%	86%	87%	92%	93%	84%	86%
Iceland	88%	81%	82%	79%	93%	86%	79%	83%
Croatia	84%	88%	81%	77%	87%	87%	80%	75%
Norway	71%	85%	69%	74%	73%	81%	67%	71%

Base: all respondents (n = 23,501)

Table 342 Importance of Unit Price Indication conditional on the awareness of consumer rights (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)
EU28	**60%**	**74%**	**57%**	**71%**	**62%**	**76%**	**56%**	**71%**
Belgium	54%	68%	52%	67%	57%	71%	53%	68%
Denmark	51%	65%	48%	61%	54%	69%	50%	61%
Germany	59%	72%	55%	66%	61%	73%	54%	66%
Greece	56%	72%	57%	71%	59%	71%	55%	72%
Spain	65%	72%	64%	71%	65%	73%	62%	71%
Finland	52%	73%	51%	70%	56%	76%	52%	70%
France	58%	78%	55%	72%	57%	79%	52%	71%
Ireland	60%	73%	61%	70%	61%	73%	61%	70%
Italy	69%	81%	63%	79%	67%	81%	63%	80%
Luxembourg	67%	70%	69%	72%	65%	79%	63%	76%
Netherlands	47%	61%	45%	56%	50%	62%	45%	59%
Austria	62%	74%	60%	74%	67%	79%	61%	76%
Portugal	64%	78%	67%	76%	71%	80%	69%	77%
Sweden	65%	77%	57%	71%	68%	81%	55%	71%
United Kingdom	56%	68%	52%	67%	56%	71%	49%	65%
Bulgaria	70%	86%	68%	81%	70%	85%	68%	81%
Cyprus	38%	53%	33%	51%	44%	63%	34%	59%
Czech Republic	58%	72%	52%	68%	58%	74%	50%	69%
Estonia	54%	75%	50%	71%	62%	81%	56%	73%
Hungary	55%	65%	52%	62%	55%	68%	50%	62%
Latvia	60%	72%	52%	68%	61%	74%	52%	69%
Lithuania	80%	85%	74%	82%	79%	83%	75%	79%
Malta	60%	78%	62%	78%	64%	79%	64%	78%
Poland	67%	75%	64%	71%	71%	76%	63%	71%
Romania	74%	83%	72%	77%	76%	85%	69%	79%
Slovakia	55%	68%	55%	64%	58%	70%	56%	66%
Slovenia	69%	79%	68%	75%	68%	81%	67%	77%
Iceland	66%	78%	64%	75%	73%	80%	66%	77%
Croatia	57%	66%	59%	67%	61%	67%	57%	67%
Norway	50%	65%	49%	62%	53%	66%	48%	62%

2.10.1.1. Base: all respondents (n = 23,501)

Table 343 Importance of Clear and Fair Terms and Conditions conditional on the awareness of consumer rights (awareness of rights related to unclear and unintelligible terms) (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)
EU28	**85%**	**90%**	**80%**	**86%**	**82%**	**88%**	**76%**	**83%**
Belgium	79%	88%	76%	87%	78%	87%	76%	85%
Denmark	80%	87%	74%	83%	74%	83%	70%	76%
Germany	85%	92%	80%	88%	82%	89%	75%	83%
Greece	87%	86%	83%	84%	82%	83%	78%	83%
Spain	90%	92%	88%	90%	88%	90%	83%	89%
Finland	82%	88%	78%	87%	78%	89%	71%	82%
France	78%	83%	71%	79%	77%	83%	67%	75%
Ireland	85%	86%	82%	89%	83%	85%	80%	83%
Italy	92%	93%	89%	90%	89%	91%	88%	88%
Luxembourg	86%	85%	92%	86%	82%	89%	85%	86%
Netherlands	85%	82%	79%	79%	79%	80%	74%	73%
Austria	91%	94%	89%	93%	88%	91%	84%	89%
Portugal	88%	91%	87%	89%	88%	90%	85%	88%
Sweden	88%	92%	86%	87%	85%	88%	74%	79%
United Kingdom	81%	84%	74%	82%	77%	81%	67%	75%
Bulgaria	85%	87%	83%	84%	81%	81%	80%	80%
Cyprus	69%	68%	67%	67%	83%	72%	71%	71%
Czech Republic	89%	91%	85%	84%	86%	88%	80%	83%
Estonia	91%	91%	85%	89%	89%	90%	83%	86%
Hungary	88%	93%	80%	86%	85%	90%	80%	83%
Latvia	86%	94%	83%	91%	85%	94%	80%	87%
Lithuania	88%	90%	82%	90%	86%	92%	79%	86%
Malta	89%	89%	89%	86%	95%	91%	92%	86%
Poland	87%	95%	74%	87%	83%	93%	74%	87%
Romania	89%	93%	85%	87%	87%	92%	81%	87%
Slovakia	88%	91%	82%	88%	87%	89%	77%	86%
Slovenia	92%	95%	93%	91%	89%	94%	92%	91%
Iceland	91%	91%	88%	86%	87%	92%	79%	86%
Croatia	79%	91%	83%	89%	81%	90%	82%	88%
Norway	72%	77%	71%	74%	74%	75%	70%	72%

Base: all respondents (n = 23,501)

Table 344 Importance of Clear and Fair Terms and Conditions conditional on the awareness of consumer rights (awareness of rights related to unfair contract terms) (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)
EU28	**87%**	**90%**	**83%**	**86%**	**85%**	**88%**	**80%**	**82%**
Belgium	84%	85%	82%	85%	82%	86%	81%	83%
Denmark	84%	87%	79%	82%	80%	81%	74%	75%
Germany	88%	92%	86%	87%	86%	88%	79%	82%
Greece	86%	87%	84%	84%	82%	83%	80%	84%
Spain	89%	94%	88%	92%	87%	93%	86%	91%
Finland	86%	88%	84%	86%	87%	87%	78%	82%
France	80%	84%	74%	81%	79%	84%	70%	75%
Ireland	82%	91%	84%	89%	80%	89%	78%	88%
Italy	91%	95%	89%	92%	90%	92%	87%	89%
Luxembourg	87%	82%	87%	87%	88%	86%	86%	85%
Netherlands	83%	82%	78%	80%	80%	79%	73%	74%
Austria	93%	95%	91%	94%	90%	91%	87%	88%
Portugal	89%	93%	87%	92%	88%	92%	86%	90%
Sweden	91%	91%	86%	88%	87%	88%	77%	79%
United Kingdom	82%	84%	78%	80%	78%	83%	72%	71%
Bulgaria	87%	87%	85%	82%	81%	80%	80%	81%
Cyprus	71%	62%	70%	60%	75%	78%	75%	63%
Czech Republic	91%	90%	84%	84%	88%	87%	82%	81%
Estonia	88%	94%	86%	90%	90%	90%	84%	87%
Hungary	91%	92%	83%	87%	87%	91%	82%	84%
Latvia	88%	96%	85%	92%	88%	95%	81%	89%
Lithuania	88%	92%	87%	90%	89%	91%	83%	86%
Malta	88%	90%	89%	83%	93%	89%	89%	84%
Poland	94%	94%	84%	86%	90%	92%	84%	85%
Romania	91%	93%	87%	86%	91%	92%	85%	86%
Slovakia	90%	91%	86%	87%	88%	88%	84%	83%
Slovenia	94%	95%	92%	90%	94%	93%	92%	89%
Iceland	89%	94%	87%	85%	89%	93%	83%	87%
Croatia	88%	87%	88%	87%	88%	88%	87%	87%
Norway	76%	73%	75%	66%	75%	73%	71%	73%

Base: all respondents (n = 23,501)

2.10.2. Socio demographic results

Table 345 Importance of Legal Guarantee conditional on the awareness of consumer rights (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)	Not aware (legal guarantee)	Aware (legal guarantee)
EU28	**86%**	**92%**	**80%**	**86%**	**85%**	**91%**	**76%**	**84%**
EU15	85%	92%	79%	87%	84%	91%	75%	84%
EU13	90%	93%	83%	84%	89%	92%	82%	83%
Male	85%	91%	79%	85%	84%	90%	76%	82%
Female	87%	93%	80%	88%	86%	93%	76%	85%
18-34	78%	85%	72%	82%	75%	84%	68%	77%
35-54	87%	93%	82%	88%	87%	92%	79%	85%
55+	91%	96%	83%	88%	91%	95%	80%	86%
Low education level	87%	94%	80%	85%	87%	92%	77%	84%
Medium education level	87%	92%	81%	87%	87%	92%	77%	84%
High education level	86%	92%	80%	87%	85%	91%	76%	83%
Metropolitan	85%	90%	79%	86%	84%	90%	76%	83%
Other urban	86%	93%	79%	87%	85%	92%	76%	84%
Rural	88%	93%	80%	86%	87%	92%	76%	84%
Easy to make ends meet	86%	91%	80%	86%	85%	91%	76%	82%
Difficult to make ends meet	86%	92%	80%	86%	85%	93%	76%	84%

Base: all EU28 respondents (n = 22,751)

Table 346 Importance of Unit Price Indication conditional on the awareness of consumer rights (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)	Not aware (unit price information)	Aware (unit price information)
EU28	**60%**	**74%**	**57%**	**71%**	**62%**	**76%**	**56%**	**71%**
EU15	66%	74%	56%	71%	60%	75%	54%	71%
EU13	59%	75%	63%	71%	68%	77%	62%	72%
Male	62%	71%	57%	69%	59%	73%	55%	69%
Female	55%	77%	58%	73%	63%	79%	56%	73%
18-34	60%	67%	54%	65%	55%	70%	51%	65%
35-54	65%	74%	58%	71%	62%	75%	57%	72%
55+	63%	79%	60%	74%	66%	80%	59%	73%
Low education level	62%	80%	58%	76%	63%	83%	58%	76%
Medium education level	60%	75%	58%	72%	63%	77%	56%	72%
High education level	61%	72%	57%	69%	61%	74%	56%	69%
Metropolitan	61%	74%	58%	71%	63%	75%	58%	70%
Other urban	59%	75%	58%	70%	62%	76%	56%	71%
Rural	57%	74%	55%	71%	59%	77%	53%	72%
Easy to make ends meet	64%	71%	53%	68%	58%	74%	53%	68%
Difficult to make ends meet	64%	78%	60%	74%	64%	78%	58%	73%

Base: all EU28 respondents (n = 22,751)

Table 347 Importance of Clear and Fair Terms and Conditions conditional on the awareness of consumer rights (awareness of rights related to unclear and unintelligible terms) (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)	Not aware (unclear and unintelligible terms)	Aware (unclear and unintelligible terms)
EU28	**85%**	**90%**	**80%**	**86%**	**82%**	**88%**	**76%**	**83%**
EU15	85%	89%	80%	86%	82%	87%	75%	82%
EU13	87%	93%	81%	87%	85%	91%	79%	86%
Male	82%	88%	78%	86%	79%	86%	74%	82%
Female	88%	91%	81%	87%	85%	89%	77%	84%
18-34	76%	83%	73%	81%	73%	80%	68%	77%
35-54	87%	90%	83%	87%	84%	88%	79%	84%
55+	90%	93%	82%	88%	88%	92%	78%	85%
Low education level	84%	92%	77%	86%	82%	90%	75%	82%
Medium education level	88%	91%	82%	87%	86%	90%	78%	85%
High education level	85%	89%	81%	86%	81%	86%	75%	82%
Metropolitan	84%	89%	81%	86%	83%	86%	77%	82%
Other urban	86%	89%	80%	86%	82%	88%	76%	82%
Rural	85%	91%	78%	87%	82%	89%	74%	83%
Easy to make ends meet	85%	89%	79%	87%	79%	87%	74%	82%
Difficult to make ends meet	86%	89%	81%	85%	83%	88%	76%	81%

Base: all EU28 respondents (n = 22,751)

Table 348 Importance of Clear and Fair Terms and Conditions conditional on the awareness of consumer rights (awareness of rights related to unfair contract terms) (Q1)

	On the internet from a trader based in your country		On the internet from a trader based in another EU country		In a shop in your country		In a shop in another EU country	
	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)	Not aware (unfair contract terms)	Aware (unfair contract terms)
EU28	**87%**	**90%**	**83%**	**86%**	**85%**	**88%**	**80%**	**82%**
EU15	86%	90%	83%	86%	84%	87%	79%	81%
EU13	91%	93%	85%	86%	89%	91%	84%	85%
Male	84%	89%	82%	86%	83%	86%	78%	82%
Female	89%	91%	85%	86%	87%	89%	82%	82%
18-34	80%	82%	78%	80%	77%	79%	74%	75%
35-54	89%	90%	86%	86%	86%	87%	83%	83%
55+	91%	94%	85%	88%	90%	92%	82%	85%
Low education level	89%	89%	83%	83%	87%	88%	79%	81%
Medium education level	89%	91%	84%	87%	88%	90%	82%	84%
High education level	86%	90%	84%	87%	83%	87%	79%	81%
Metropolitan	86%	90%	83%	87%	84%	87%	80%	82%
Other urban	87%	91%	84%	86%	85%	88%	80%	82%
Rural	89%	89%	83%	85%	86%	88%	80%	82%
Easy to make ends meet	87%	90%	84%	86%	83%	86%	79%	80%
Difficult to make ends meet	87%	90%	83%	85%	85%	89%	79%	82%

Base: all EU28 respondents (n = 22,751)

3. ANNEX 3: ADDITIONAL MATERIAL UCPD MYSTERY SHOPPING

3.1. Scenario 1 briefing document

Introduction to the mystery shopping exercise

Dear mystery shopper,

The purpose of this mystery shopping exercise is to check whether online retailers are willing to provide remedies to customers who have been misled by their online advertisements. In addition, it aims to assess to what extent retailers comply with the legal right of consumers to return online goods within 14 days after receiving the goods or cancel service/digital content provision within 14 days from the conclusion of the contract (for more details, see the Consumer Rights Directive).

Once you have agreed to take part in the mystery shopping exercise, you will be informed about:

- Your website containing a misleading advertisement
- The type of product (good or service) you will find a misleading advertisement about
- Whether or not you will buy the product and seek remedies or seek remedies without buying the product
- The criteria and procedure for finding an alternative misleading advertisement in case you cannot perform the assigned exercise (e.g., because the advertisement is no longer there)

Your task will be divided into three main tasks:

Task 1: Assessing the misleading nature of the advertisement and buying a product when applicable - **Approximate time necessary:** 15 minutes

The task will be to visit a website that features a misleading advertisement, i.e., a misleading commercial practice. You will receive the website link and the exact advertisement with these instructions. Your first task will be to check if the misleading marketing practice is still ongoing at the time of the exercise. If this is not the case, you should report this to your coordinator and find an alternative misleading advertisement[433].

[433] For finding an alternative misleading advertisement, you will be briefed. You will look for an advertisement that suits the same category of your originally assigned case. Also the

Based on the assigned advertisement you either buy a product or not buy anything. In case you can buy a product, you may notice right away that the advertisement is misleading. For instance, because the price of the product is different or because it is not the same product featured in the advertisement. You should attempt to buy the product using your own means of payment. In case you cannot buy any product based on your assigned advertisement, you will immediately proceed to task 2 (seeking remedies).

Task 2: Seeking remedies - **Approximate time necessary:** 30 minutes

You should seek remedies maximum 3 days after receiving the product or immediately after receiving your assigned advertisement (in case you cannot buy any product). In this communication you should inform the trader (seller) that the advertisement relating to this product/service has been misleading and exactly why this is so (this information will be provided to you). In the same communication you should demand the seller to acknowledge the misleading nature of the advertisement and offer a remedy, without you specifying in advance which remedy.

Task 3: Withdrawing from the contract - **Approximate time necessary:** 1 hour

Should the seller offer a rescission of the contract and full reimbursement (including the initial shipping costs where applicable), you should accept the offer and return the product (where applicable), referring to the seller's offer.

Should the seller offer a different remedy, i.e. price reduction, you should record it. However you will then attempt to withdraw from the purchase completely (and return the good where applicable). You have the legal right to cancel online purchases within a period of 14 days (from delivery in case of goods and from contract conclusion in case of services/digital content).

You will also attempt to withdraw from the purchase in case there is no reaction from the seller about your complaint or a refusal to offer any remedy in respect of the unfair commercial practice

Reward

You will receive a participation reward of **XX** EUR, which will only be confirmed upon completion of both parts of the exercise. For an exercise to be considered complete, you need to complete all steps outlined above and answer the questionnaire at the end of the exercise in full.

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alternative case should be aimed at consumers in your assigned country. After finding the alternative case, you contact your coordinator who will validate it. After receiving confirmation that your case is valid, you continue the exercise with the validated misleading advertisement. You will receive an additional reimbursement for fining this new case.

Reimbursement of extra costs

If you need to find an alternative misleading practice for task 1, you will receive an additional reimbursement.

If the seller does not reimburse the return postage costs, you will be compensated for them in addition to the standard reward.

In case a voucher was given for the full amount, you have 2 options: you can keep the voucher as your reimbursement or you can hand in the voucher and receive a reimbursement for the value of the voucher (and the delivery costs if any).

In cases where the seller does not accept the return of the product or you have not received a reimbursement or only received a partial reimbursement from the seller, you will be compensated for the exact price of the product including the return costs.

Keep in mind that you will need to provide clear proof of any extra costs incurred. You should do this in the following manner:

- During task 1 (purchasing): make a print screen of the purchase confirmation and/or store the confirmation e-mail
- During task 2 (seeking remedies): store the (e-mail) communication with the seller, collect proof for the cost of phoning the seller (if required)
- During task 3 (returning the product): keep a receipt of the returning cost, store the (e-mail) communication with the seller in case you are not reimbursed.

For the purpose of proving costs, it is best to communicate with online sellers via email in order to keep track of all communication that may be relevant to costs reimbursement.

Timing and flow

Task 1. Assessment and purchase when applicable. When applicable, wait 7 calendar days to receive the product, if not received after 7 days contact the seller to ask for your product and give him an additional 3 day time for delivery. If not received after 3 additional days, contact your coordinator.

Task 2. Seeking remedies. In case a product is delivered to you, complain about the misleading advertisement to the seller within 3 calendar days after receiving it (but try to do this as soon as possible). In case the product is delivered through electronic means, contact the trader immediately after acquiring it. If you receive no answer to your written communication after 3 days, phone the seller. Return the product to the trader and send him through electronic communication means evidence of having returned the goods. When applicable, do not seal the tangible medium on which your digital content is provided. In any case, for digital products (software, music) do not download the product, because that would make you lose your right of withdrawal

Task 3. Returning the product.

Wait for 7 calendar days after having sent the trader evidence of having returning the product (or 7 days after requesting to withdraw from the contract in case of electronic delivery) to check if you were reimbursed. If you were not reimbursed or not completely, contact the seller to discuss and give them 7 more calendar days to return the money. If you did not receive your money after these 7 additional days you can close down the evaluation.

Briefing document for the mystery shopping tasks

Specific instructions: Task 1 – Assessment and purchase when applicable

Step 1. Go to **[retailer's website]** and identify whether the misleading practice outlined below is still present on the website. If you manage to identify the misleading practice, take a screenshot and save it to your computer (you will need it later). If the misleading practice is no longer in effect, report this to your project coordinator and you will be given the task to find an alternative misleading advertisement.

For your mystery shopping task, you are assigned the following **misleading practice:**

[Misleading practice description]

Step 2. If possible, purchase the product advertised on the website using your personal details (including payment method). Only proceed to buying the good if the price is lower than **50 euros** and the delivery time for goods is equal to or less than 7 days. In case of goods choose the least expensive standard delivery option. Wait 7 calendar days to receive the product and contact the seller if the product has not arrived in that timeframe. If not received after 3 additional days, contact your coordinator. Once the product (good, service or digital content) is received, you can proceed to the instructions for Task 2.

If buying a product does not apply to your assigned advertisement, proceed immediately to task 2 (seeking remedies).

Specific instructions: Task 2 – Seeking remedies

Step 1. If you receive your product (or in case no product could be purchased), your first task is to complain to the seller, stating that you have been misled about the product's qualities and ask the seller to offer a remedy. It is advised to first contact the seller via email or other written communication. If you do not receive an answer within 3 working days contact them via telephone. If you still receive no answer, inform your coordinator.

In your communication to the seller, use the misleading practice description provided above and state that the seller has breached the law and must provide you with an individual remedy. Ask the seller what type of remedy they are prepared to offer in this situation without stating a preference, e.g., partial reimbursement (compensation), full reimbursement including return postage costs for goods, voucher etc. It is important that the **trader has the option to suggest a specific remedy**. Once you have received an answer from the seller, proceed to Task 3.

Specific instructions: Task 3 – Withdrawing from the contract

If the seller has responded to your request for a remedy with an offer of full reimbursement including the original shipping costs for goods (and, if offered, the return shipping costs), act

in accordance with that offer. If this remedy requires goods to be returned to the seller, use a postal or delivery service.

If there is no remedy or the remedy is not a full reimbursement, you will return the product by exercising your 14 day right of withdrawal, which is valid from the day you receive the product. In case you ordered no product (because this was not possible based on your advertisement), you may continue to complete your assessment sheet and disregard step and step 2 below. In any case, for digital products (software, music) do not download the product, because that would make you lose your right of withdrawal

Step 1: Go back to **[retailer's website]** and see if it contains specific instructions regarding return (withdrawal/cancellation) conditions. **Follow** any instructions regarding the notification of the decision to withdraw from the purchase via the seller's website and take a screenshot. If following the submission of the online withdrawal notification you receive no e-mail confirmation of your withdrawal from the contract, notify the seller also by e-mail about your exercise of the right of withdrawal. If the website provides no possibility to submit withdrawal notification online, notify the seller by e-mail about your exercise of the right of withdrawal.

Then return the goods, by following the seller's specific instructions, if any, or send them to the seller's address. With the returned goods enclose a printout of your e-mail or otherwise indicate on paper that you are withdrawing from the contract and send through electronic communication means **evidence of having returned the product**. Wait until 7 calendar days pass after having sent evidence of having returned product before you proceed to the next step.

Step 2: Once the seller has received evidence (electronically) that you have returned the product, you should receive a full reimbursement of the product price, including the initial delivery costs paid.[434]

- Wait for **7 calendar days** after having sent evidence of returning the product to check if you were reimbursed.
- If you were not reimbursed or not completely please contact the seller (via e-mail or contact form) to remind him about your return of the product. While contacting the seller, demand an explanation and explain that you have the right to a full refund. If you did not receive a reaction or explanation within **24 hours** you should call the seller to ask for the full refund.
- If you did not receive your money 7 calendar days after your written reminder, you can close down the evaluation.

While performing the above steps, keep track of the reimbursements you have (or have not) received, the communication with the seller and the timing. When these steps are taken, complete part 3 of the survey. You will be asked about the reimbursements for the product you bought and the reimbursements of the initial delivery costs (that is, the cost of having the product delivered to you).

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434 The trader should reimburse you without undue delay and in any event within 14 days after your request to withdraw from the contract. To remind the trader about this obligation, we ask you to communicate already 7 days after returning the product. Note: sellers are allowed to wait with the reimbursement until the product reaches them or until you provide evidence of having sent the product back.

Once the questionnaire is filled in, your participation in this mystery shopping exercise will be considered complete. Please contact your project coordinator in order to arrange the reward and any reimbursements that may apply.

Thank you very much for your contribution to our study!

3.2. UCPD mystery shopping assessment sheet

This questionnaire deals with your experience in attempting to seek a REMEDY regarding an item (a product, a digital product, a subscription or a expensive SMS you need to send) that you have bought from a trader who has misled you through an unfair commercial practice. You need to buy the item assigned to you. This purchase will be based on a misleading practice and the focus is on pointing put the misleading nature of the commercial practice to the sellers asking them for a remedy (refund of the money or compensation).µ

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If [ITEM] = "Tangible product (e.g., clothing or electronic products)" :

If delivered within the indicated delivery period + 3 days you have to contact the trader about the misleading practice. If no delivery period is indicated you will contact the trader after 10 business days.

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The misleading practices that you will investigate are assigned to you. In case a practice is no longer available or cannot be investigated, you will contact your coordinator and ask how to proceed. Regardless of the outcome of your communication with the trader, you will subsequently try to withdraw from the contract (which is your legal right) and return the product when it has been delivered to you.

Number	Content	Comment for Shopper	Format / Coding	Answers / Score	Required /Routing
	Scenario flow				
PART 1: TYPE OF EXERCISE					
0	Where did the investigated practice originate from?	*Background variable that is automatically added*		( ) From predefined list ( ) From additional practice provided by GfK	
0	Which category did the investigated misleading online commercial practice belong to?	*Background variable that is automatically added*		[List of categories of misleading online practices]	
At this stage, you should have received an example of a misleading practice and a specific address (URL) you should investigate. In case the misleading practice is no longer there or if the misleading nature is not clear to you, contact immediately your coordinator for a solution. The website also states in what way the practice is misleading (e.g. fake product).					
[ITEM]	To which category does the item you have to purchase belong?			( ) Tangible product (e.g., clothing or electronic products) ( ) Digital product (e.g., download) ( ) Subscription ( ) SMS	
1	Did you buy the product in question?			( ) Yes ( ) No, I did not buy because … [explain]	Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)" OR "digital product (e.g., download)"

1	Did you bought some subscription based on the misleading commercial practice?			( ) Yes, I bought the subscription ( ) No, I did not buy because … [explain]	Ask if [ITEM] = "Subscription"
1	Did you sent an SMS based on the misleading commercial practice?			( ) Yes, I sent the SMS ( ) No, I did not send the SMS	Ask if [ITEM] = "SMS"
2	When did you buy it?		Single Code	DD/MM/YY	Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)" OR "digital product (e.g., download)"
2	When did you subscribe?		Single Code	DD/MM/YY	Ask if [ITEM] = "Subscription"
2	When did you sent the SMS?		Single Code	DD/MM/YY	Ask if [ITEM] = "SMS"
3	What did you pay for it (without delivery costs if charged as separate element of the total price)?	*If not in euros, indicate it in the original currency*	Number		Ask is 1 = "Yes"
4	What were the delivery costs (if there were any)?	*If not in euros, indicate it in the original currency*	Number		Ask is 1 = "Yes" AND if Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
5	What were the extra fees (if there were any)?	*If not in euros, indicate it in the original currency*	Number		Ask is 1 = "Yes"
6	Print screen of the assigned misleading commercial practice.		Upload		Always required
PART 2: SEEKING A REMEDY					
Wait for the period that the trader indicated for the delivery of the good, if not received after this period, contact the seller to ask for your product. Indicate to the trader an additional time of 3 calendar days for delivery. If not received after these 3 days, you can immediately go to step 3. ONLY PRESENT IF if [ITEM] = "Tangible product (e.g., clothing or electronic products)"					
7	Did you receive your product?		Single Code	( ) Yes ( ) No	Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
8	On which date did you receive your product?			DD/MM/YY	Ask if [7] = "Yes" AND Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
[9]	Was the product delivered within the delivery time indicated on the trader's website?		Single Code	( ) Yes ( ) Yes	Ask if [8] = "Yes" AND Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
This section has questions about your experience seeking remedies from the trader based on the fact that their commercial practice was misleading. **After receiving the product, inform the trader by e-mail that their commercial practice was misleading. Use the instruction provided by your coordinator to motivate why it is misleading.** **Attempt to contact the trader 3 times on at least 2 different days. If the trader doesn't reply after 3 days, you should contact him by phone.**					

Report on your experiences with communicating to the trader and the outcomes of it.					
10	When did you send your initial complaint?		Single Code	DD/MM/YY	
[11]	Did you receive an answer to your complaint?			( ) Yes ( ) No	
	When did you receive an answer?		Single Code	DD/MM/YY	Ask if [11] = “Yes”
12	Did the seller recognise that the advertisement or presentation of the product was misleading			( ) Yes, the seller recognised this ( ) No, the seller denied this ( ) The seller in his response did not comment on my claim that his practices were misleading ( ) It was impossible to communicate or there was no response from the trader about this issue ( ) Other, please specify	Ask if [11] = “Yes” AND Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)" OR “digital product (e.g., download)”
12	Did the seller recognise that the advertisement or presentation of the subscription was misleading			( ) Yes, the seller recognised this ( ) No, the seller denied this ( ) The seller in his response did not comment on my claim that his practices were misleading ( ) It was impossible to communicate or there was no response from the trader about this issue ( ) Other, please specify	Ask if [11] = “Yes” AND Ask if [ITEM] = "Subscription”
12	Did the seller recognise that the commercial practice was misleading			( ) Yes, the seller recognised this ( ) No, the seller denied this ( ) The seller in his response did not comment on my claim that his practices were misleading ( ) It was impossible to communicate or there was no response from the trader about this issue ( ) Other, please specify	Ask if [11] = “Yes” AND Ask if [ITEM] = "SMS”

13	If other, please specify		Text		Required if "Other" in [12]
[14]	Did the seller propose a remedy following your claim that the advertisement or presentation of the product was misleading?			( ) Yes, the seller proposed a remedy ( ) No, the seller did not propose any remedy ( ) It was impossible to communicate or there was no response from the trader about this issue after several contacts ( ) Other, please specify	Ask if [11] = "Yes"
15	If other, please specify		Text		Required if "Other"
16	What type of remedy did the seller propose?	*You can indicate multiple answers if the seller proposed multiple options for possible remedies*		( ) A full refund (including delivery costs if any) allowing you to keep the product ( ) A full refund (including delivery costs if any) requiring you to return the product ( ) A partial refund or 'discount', allowing you to keep the product ( ) A partial refund, requiring you to return the product ( ) An additional service or good without having to pay for it ( ) An additional service or good at a discount ( ) A discount on the product that was featured in the misleading practice ( ) A discount on another product or service ( ) A free product or service if you make a purchase ( ) A free product or service without making any purchase ( ) A voucher or reduction coupon ( ) Other remedy, please specify	Ask if [14] = Yes (i.e., a remedy was proposed and [ITEM] = "Tangible product (e.g., clothing or electronic products)")
16	What type of remedy did the seller propose?	*You can indicate multiple answers if the seller proposed multiple options for possible remedies*		( ) A full refund, including not charging you for the product (or part thereof) already provided to you ( ) A partial refund (e.g. not reimbursing for the part of the product already provided)	Ask if [14] = Yes (i.e., a remedy was proposed and [ITEM] = "Digital product")

				( ) An additional product without having to pay for it ( ) A discount on the product that was featured in the misleading practice ( ) A discount on another product ( ) A free product if you make a purchase ( ) A free product without making any purchase ( ) A voucher or reduction coupon ( ) Other remedy, please specify	
16	What type of remedy did the seller propose?	*You can indicate multiple answers if the seller proposed multiple options for possible remedies*		( ) A full refund, including not charging you for the subscription (or part thereof) already provided to you ( ) A partial refund (e.g. not reimbursing for the part of the subscription already provided) ( ) An additional subscription (or service) without having to pay for it ( ) A discount on the subscription that was featured in the misleading practice ( ) A discount on another subscription (or service) ( ) A free subscription (or service) if you make a purchase ( ) A free subscription (or service) without making any purchase ( ) A voucher or reduction coupon ( ) Other remedy, please specify	Ask if [14] = Yes (i.e., a remedy was proposed and [ITEM] = "Subscription")
16	What type of remedy did the seller propose?	*You can indicate multiple answers if the seller proposed multiple options for possible remedies*		( ) A full refund, including not charging you for the sent SMS (or part thereof) ( ) A partial refund ( ) An additional product or service without having to pay for it ( ) A discount on the SMS that was featured in the misleading practice	Ask if [14] = Yes (i.e., a remedy was proposed and [ITEM] = "SMS"

				( ) A discount on another offer ( ) A free product or service if you make a purchase ( ) A free product or service without making any purchase ( ) A voucher or reduction coupon ( ) Other remedy, please specify	
17	If other remedy		Text		Required if "Other remedy" in [16]
18	How would you rate the seller's willingness to offer a remedy?		Single Code	( ) Very unwilling ( ) Unwilling ( ) Willing ( ) Very willing	

PART 3: WITHDRAWING FROM THE CONTRACT

If [ITEM] = "Tangible product (e.g., clothing or electronic products)":

After receiving the product, inform the trader that you withdraw from the contract (Do this even when the remedy stated to keep the product to avoid any legal issues).

Return the product within maximum 3 calendar days (but try to do this as soon as possible). You have to find out the return procedure from the seller on the website. If there are no specific procedures provided on the website, send the good back to the trader's postal address. Then send the trader (through electronic communication means) the evidence of having returned the product (e.g. a receipt from a shipping company).

Wait for 7 calendar days after having sent the evidence of returning the product to check if you were reimbursed. If you were not reimbursed or not completely, please contact the seller to remind him about your return of the product. While contacting the seller demand an explanation and explain to them that you have the right to a full reimbursement. We ask you to first contact the seller by e-mail or contact form. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursement.

If you did not receive your money within 7 additional calendar days after having contacted the trader, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract. However, they are allowed to wait with the reimbursement until you provide evidence of having sent the product back or until the product reaches them.

This section of the assessment will ask for your experiences and outcomes of attempting to withdraw from the contract and receiving a reimbursement. Make sure to collect all evidence of your communication with the seller and any costs you may have.

If [ITEM] = "Subscription" OR "Digital product"

Inform the trader that you withdraw from the contract. Return the product within maximum 3 calendar days (but try to do this as soon as possible). Please check if there is any procedure for withdrawing from the contract on the seller's website and follow it. If there is no specific procedure provided on the website, send the notification of your withdrawal to the available trader's e-mail address.

In case the performance of your online contract has started before the expiry of the right of withdrawal period, i.e. within 14 days from the conclusion of your online contract for services or online digital contract, it is – under certain circumstance – possible that the seller will charge you for an amount, proportionate to the time that you've used the service.

Wait for 7 calendar days after your request for withdrawing from the purchase. If you were not reimbursed or not completely, please contact the seller to remind him about your request to withdraw from the contract. While contacting the seller, demand an explanation and explain to them that you have the right to (a full) reimbursement. The *first* contact with the seller should occur by e-mail or contact form. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursement.

If you did not receive your money 7 additional calendar days after having contacted the trader, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract.

This section of the assessment will ask for your experiences and outcomes of attempting to withdraw from the contract and receiving a reimbursement. Make sure to collect all evidence of your communication with the seller and any costs you may have.

If [ITEM] = "SMS"

Wait for 7 calendar days after your request for are imbursement (withdrawing from the contact in this case is wanting the money from the SMS back). If you were not reimbursed or not completely, please contact the seller to remind him about your request to withdraw from the contract. While contacting the seller, demand an explanation and explain to them that you have the right to (a full) reimbursement. The *first* contact with the seller should occur by e-mail or contact form. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursement.

If you did not receive your money 7 additional calendar days after having contacted the trader, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract.

This section of the assessment will ask for your experiences and outcomes of attempting to withdraw from the contract and receiving a reimbursement. Make sure to collect all evidence of your communication with the seller and any costs you may have.

A. Withdrawing from the contract

19	On which date did you initially request to withdraw from the contract (tell the trader that you wish to return the product)?		Date	DD/MM/YY	ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
19	On which date did you initially request to withdraw from the contract (tell the trader that you wish to cancel the contract)?		Date	DD/MM/YY	Ask If [ITEM] = "Subscription" OR "Digital product"
20	How many contacts were necessary to request withdrawal?		Number	1 2 3 or more	All
21	When did you sent the evidence of returning the product?		Date	DD/MM/YY	ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
22	Did you have to pay for the costs of returning the product (regardless of whether they are paid back later or not)?		Single Code	( ) Yes ( ) No	Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
23	What was the exact amount of the costs for returning the product?	*If not in euros, indicate it in the original currency*	Number		ask if [22] = YES

24	Print screen of the receipt on which these costs are mentioned:		Upload		ask if [22] = YES
25	Print screen of the shipping confirmation:	*When returning a product most websites are offering a shipping confirmation in the returning channels they provide. You have to upload this shipping confirmation in order to be reimbursed if you would not get a reimbursement from the seller.*	Upload		Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
26	Print screen of the request for withdrawal and/or any communication with the seller about your request:	*Provide screenshots of your request for withdrawal from the contract. This includes forms you have submitted, confirmations you received, communication you had with the seller etc.*	Upload		Ask If [ITEM] = "Subscription" OR "Digital product"
27	Comments about the withdrawal from the contract or product return:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
28	Comments about the withdrawal from the contract :	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Ask if [ITEM] = "Digital product" OR "Subscription" OR "SMS"
B. Reimbursement					
29	Did you receive a (full) reimbursement for the **product** (regardless of whether initial delivery costs were reimbursed)?		Single Code	( ) Yes, the product was fully reimbursed ( ) Yes, the product was partially reimbursed ( ) No, the product was not reimbursed	ask if [ITEM] = "Tangible product (e.g., clothing or electronic products)"
29	Did you receive a full reimbursement for your payment for the **digital content**		Single Code	( ) Yes, the payment was fully reimbursed () No, the payment was not reimbursed because the performance of the contract for online digital content had been duly started before I notified withdrawal from the contract () No, the payment was not reimbursed without justification	ask if [ITEM] = "Digital product"
29	Did you receive a full reimbursement for your payment for the **subscription**		Single Code	( ) Yes, the payment was fully reimbursed () No, the payment was not reimbursed and the seller motivated why not () No, the payment was not reimbursed without justification	ask if [ITEM] = "Subscription"
29	Did you receive a full reimbursement for your payment for the **SMS**		Single Code	( ) Yes, the payment was fully reimbursed () No, the payment was not reimbursed and the seller motivated why not () No, the payment was not reimbursed without justification	ask if [ITEM] = "SMS"
30	Did you receive a full reimbursement for the **initial delivery costs** (if these were charged to you separately)?		Single Code	( ) Yes, the initial delivery costs were fully reimbursed	ask if [ITEM] = "Tangible product (e.g., clothing or electronic

	(initial delivery costs are the costs for having the product delivered to you)			( ) No, the initial delivery costs were partially reimbursed ( ) No, the initial delivery costs were not reimbursed ( ) There were no initial delivery costs	products)"
31	On which date did you receive your (partial) reimbursement?		Single Code	DD/MM/YY	Ask if [29] = "Yes"
32	What type of reimbursement did you receive?		Single Code	( ) My money was (partially) returned ( ) The seller gave me a voucher ( ) Other	Ask if [29] = "Yes"
33	If other, specify:		Text		Required if [32] = "Other"
34	What was the exact amount that was reimbursed to you?	*If not in euros, indicate it in the original currency*	Number		Ask if [29] = "Yes"
35	How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	
36	Comments about the overall satisfaction:	*Which aspects of the overall process of withdrawing from the contract and getting a reimbursement are you satisfied or unsatisfied about?*	Text		
37	Print screen of the e-mail communication with the seller about not being (completely) reimbursed:		Upload		
38	Comments about the reimbursement process:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		

4. ANNEX 4: ADDITIONAL MATERIAL CRD MYSTERY SHOPPING

4.1. Scenario 2 Briefing document

Introduction to the mystery shopping exercise

Tangible goods version = ●

Downloadable music version = ●

Security software version = ●

Dear mystery shopper,

The purpose of this mystery shopping exercise is to check whether online retailers comply with existing rules that are applicable across the European Union with the aim to protect consumers that shop online. Your task will be divided into three tasks:

Task 1: Purchasing the product - **Approximate time necessary:** 15 minutes

The task will be to visit a specific website, where you will purchase a product using your own personal information and payment details. During the online purchase, you will answer a questionnaire that focuses on the purchase process and asks specific details regarding information provided by the seller at different stage of the purchase (e.g. payment, order confirmation etc.).

Do not download the software (software), since that would make you lose your right of withdrawal.

Task 2: Returning of the product - **Approximate time necessary:** 1,5 hours

After you have purchased the product and answered the first questionnaire, you will wait to receive it and then attempt to return it within 3 calendar days of delivery, which is your

right[435]. After the return process is completed, you will answer a second questionnaire, which will ask questions regarding the return process.

Task 3: Receiving a reimbursement - **Approximate time necessary:** 15 minutes

After communicating your withdrawal and evidence of having returned the product, check if you receive a full reimbursement and communicate with the seller if this is not the case. You will then answer a final questionnaire about receiving a reimbursement.

Reward

You will receive a participation reward of **XX** EUR, which will only be confirmed upon completion of all parts of the exercise. For an exercise to be considered complete, you need to answer in full the three questionnaires based on your experiences with purchasing and returning the product.

Reimbursement of extra costs

If the seller does not reimburse the return delivery costs, you will be compensated for them in addition to the standard reward.

In case a voucher was given[436] you have 2 options: you can keep the voucher as your reimbursement or you can hand in the voucher and receive a reimbursement for value of the voucher (and the delivery costs if any).

In cases where the trader refused your request to return the product or you have not received a full reimbursement from the trader, you will be compensated for the exact price of the product including the delivery costs.

Please keep in mind that you will need to provide clear proof of any (extra) costs incurred. You should do this in the following matter:

- During step 1 (purchase): make a print screen of the purchase confirmation and/or store the confirmation e-mail
- During step 2 (return of product): keep a receipt of the returning cost
- During step 3 (return of money): store the e-mail communication with the seller in case you are not reimbursed.

For the purpose of proving costs, it is best to communicate with online sellers via email in order to keep track of all communication that may be relevant to costs reimbursement.

Task details

[435] As consumer you have the right to withdraw from the contract within 14 days starting from the day on which you acquire physical possession of the good.

[436] As a consumer you have the right to be fully reimbursed through the same means of payment you used for the initial transaction, unless expressly agreed otherwise

The website you have been assigned and the product you will need to purchase will be communicated to you individually once you have agreed to take part in the mystery shopping exercise.

Timing and flow

Step 1. purchase of the product. Wait for the period that the trader indicated for the delivery of the goods. If not received after this period, contact the seller to ask for your product. Indicate to the trader an additional period of 3 calendar days for delivery. If not received after these 3 days indicated to the trader, you can immediately go to step 3.

Step 2. return of the product. After receiving the product, inform the trader you withdraw from the contract and return the product within maximum 3 calendar days (but try to do this as soon as possible). Send the trader, through electronic communication means, evidence of having returned the goods.

Step 3. reimbursement of the money. Wait for 7 calendar days after returning the product to check if you were reimbursed. If you were not reimbursed or not completely, please contact the seller to remind him about your return of the product and your right to receive a full reimbursement. You can close down the evaluation if you did not receive your reimbursement 7 calendar days after this reminder.

Briefing document for the mystery shopping tasks

Specific instructions: Task 1 (Purchasing the product)

At this stage of the survey, search for assigned product on your assigned website. Read the information about the product on the website and find out the relevant information. Try to find out everything you would want to know when preparing to buy this product. You can use the full website except the "Terms & Conditions" page. Make sure that the product you will purchase is **not out of stock** and that the **delivery time** is 7 days or less.

You have to spend 15 minutes on the evaluation of the website and purchase of the product. If you have any issues during the completion of the questionnaire please report them to your project coordinator.

A. Contact information of the seller. Navigate to the **[retailer's website]** and search for the information about the seller that is mentioned in the survey.

B. Information about the product. On the **[retailer's website]**, find a **[computer mouse OR memory stick (USB stick)]** that costs between **20 and 50 euros**. The website is selected so that you should find this product in the specified price range. The exact type of [mouse OR memory stick] does not matter, as long as costs between 20 to 50 euros.

On the **[retailer's website]**, find **downloadable music**. Keep in mind that you should buy only an electronic (downloadable) version of the software and **not** products that have to be delivered (shipped) to you. The purchase may require a single payment or a subscription-type payment (e.g., with monthly payments). In either case, the software that you buy should cost a **maximum of €30** (as a total cost or as a monthly cost in case the purchase concerns a subscription service).

On the **[retailer's website]**, find **any type of computer software** (e.g., a computer game or antivirus software). Keep in mind that you should buy only an electronic (downloadable) version of the software and **not** products that have to be delivered (shipped) to you. The purchase may require a single payment or a subscription-type payment (e.g., with yearly payments). In either case, the software that you buy should cost a **maximum of €100** (as a total cost or as a yearly cost in case the purchase concerns a subscription service).

Do not purchase the product yet! Open the questionnaire first and browse through the description of the product to answer the questions about the product information that you can find. At any point, you may navigate the website to look for the required information.

C. Before buying the product. At this point, you may take steps to add the product to your shopping cart, enter your personal details, preferred shipping method and continue the ordering procedure until just before buying the product. Do **not** click the final buying confirmation yet (the one that will make you buy the product). Instead, first answer the questions that are related to the purchase procedure, related costs, and payment options. Look thoroughly for the requested information and navigate via any links that you may see during these steps. However, you should not read an extensive list of "Terms and Conditions".

D. Buying the product. In this part of the evaluation, you may purchase the product and complete the questionnaire as you go. Despite the fact that there may be a free trial for the service, you should try to purchase it immediately. The questions focus on the final purchase confirmation and paying for the product. For the questions, pay attention to the final confirmation buttons (or link) that makes you buy the good.

Specific instructions: Task 2 (Returning of the product)

Before starting this questionnaire, you should have received the product. Wait for the period that the trader indicated for the delivery of the good, if not received after this period, contact the seller to ask for your product. Indicate to the seller an additional period of 3 calendar days for delivery. If not received after the 3 day additional period you have indicated, you can immediately go to step 3. After receiving the product, return it within maximum 3 calendar days (but try to do this as soon as possible). Send the trader, through electronic communication means, evidence of having returned the goods.

For returning the product, you have to find out the return procedure from the seller on the website. Go to **[retailer's website]** and find the page specifying the retailer's return conditions. Once you have familiarized yourself with the steps necessary, proceed with returning the product, following the seller's specific instructions. This might require shipping the product back to a specific address, for which you will need to use your own payment

method.[437] Wait until 7 calendar days pass after you returned the product, before you proceed to the next step.

While completing the above steps, fill in this survey. The questions in this survey are about the outcomes, experiences and perceptions of returning the goods.

Specific instructions: Task 3 (Receiving a reimbursement)

Once the seller has received evidence (electronically) that you have returned the product, you should receive a full reimbursement of the product price, including the initial delivery costs paid.[438]

- Wait for **7 calendar days** after returning the product to check if you were reimbursed.
- If you were not reimbursed or not completely please contact the seller (via e-mail or contact form) to remind him about your return of the product. While contacting the seller, demand an explanation and explain that you have the right to a full refund. If you did not receive a reaction or explanation within **24 hours** you should call the seller to ask for the full refund.
- If you did not receive your money 7 calendar days after your written reminder, you can close down the evaluation.

While performing the above steps, keep track of the reimbursements you have (or have not) received, the communication with the seller and the timing. When these steps are taken, complete part 3 of the survey. You will be asked about the reimbursements for the product you bought and the reimbursements of the initial delivery costs (that is, the cost of having the product delivered to you).

Once this second questionnaire is filled in, your participation in this mystery shopping exercise will be considered complete. Please contact your project coordinator in order to arrange the reward and any reimbursements that may apply.

Thank you very much for your contribution to our study!

[437] Keep in mind that any extra costs incurred during the return procedure will be reimbursed at the end of the exercise.

[438] The trader should reimburse you without undue delay and in any event within 14 days after your request to withdraw from the contract. To remind the trader about this obligation, we ask you to communicate already 7 days after returning the product. Note: sellers are allowed to wait with the reimbursement until the product reaches them or until you provide evidence of having sent the product back.

4.2. CRD mystery shopping assessment sheets

4.2.1. Assessment sheet for TANGIBLE GOODS

Scenario **Flow:**

1) purchase of the product:
Wait for the period that the trader indicated for the delivery of the product. If the product has not been received after this period, contact the seller and give him 3 aditional calendar days for delivery. If still not received after the additional period of 3 days indicated to the trader, you can immediately go to step 3.
2) return of the product:
After receiving the product, inform the trader that you withdraw from the contract and return the product within maximum 3 calendar days (but try to do this as soon as possible). Send the trader (through electronic communication means) the evidence of having returned the product (e.g. a receipt from a shipping company).
3) reimbursement of the money:
Wait for 7 calendar days after having sent the evidence of returning the product to check if you were reimbursed. If you were not reimbursed or not completely, contact the seller to remind him about your return of the product and your right to receive a full reimbursement. You can close down the evaluation if you did not receive your reimbursement 7 calendar days after this reminder.

PART 1 : PRODUCT PURCHASE

	Evaluation date:	*Date of the website evaluation and purchase*		DD/MM/YY	Always required

At this stage of the survey, search for an electronic device on your assigned website. Read the information about the product on the website and find out the relevant information. Try to find out everything you would want to know when preparing to buy this product. You have to spend 15 minutes on the evaluation of the website and purchase of the product. Make sure that the product you will purchase is NOT out of stock and that the delivery time is 7 days of fewer.

A. Contact information of the seller

1	How easy or difficult is it to find the name of the seller on the website?	*We are talking about the regular name under which the seller trades (not the exact legal name).*	*Single Code*	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find the name of the seller	*Always required*
2	How easy or difficult is it to find the **geographical address** of the seller?	*This is about the geographical address of the headquarter / administration or complaint center, not about addresses of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
3	How easy or difficult is it to find the **phone number** of the seller?	*This is about the phone number of the headquarter / administration or complaint center, not about phone numbers of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult	Always required

				( ) Very difficult ( ) I could not find it	
4	How easy or difficult is it to find the **e-mail address** of the seller?	*This is about the e-mail address of the headquarter / administration or complaint center, not about e-mail addresses of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
5	How easy or difficult is it to find the **contact form** of the seller?	*This is about the contact form of the headquarter / administration or complaint center, not about contact forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
6	How easy or difficult is it to find a **withdrawal form** of the seller (for exercising the consumer's right of withdrawal)?	*This is about a withdrawal form of the headquarter / administration or complaint center, not about withdrawal forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
B. Information about the product					
Navigate to the electronic device product page and browse through the description of the product. The following questions are about the information that you can find about the product. At any point, you may navigate the website to look for the required information. You can use the full website except the "Terms & Conditions" page. You should not look into this section as you only have 15 minutes to evaluate the website.					
7	How easy or difficult was it to find information about the main characteristics of the product?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
8	To what degree were you informed about the main characteristics of the product?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed	Always required
9	How clear or unclear was the description of the main characteristics of the product?		Single Code	( ) Very clear ( ) Clear	Always required

				( ) Unclear ( ) Very unclear	
	Comments about the product description:	*If the product description was unclear, describe briefly in what way it was unclear.*	Text		Not required
C. Before buying the product					
At this point, you may take steps to add the product to your shopping cart, enter your personal details, preferred shipping method and continue the ordering procedure until just before buying the product. Do not click the final buying confirmation yet (the one that will make you buy the product). Instead, first answer the following questions that are related to the purchase procedure, related costs, and payment options. Look thoroughly for the requested information and navigate via any links that you may see during these steps. However, you should not read an extensive list of "terms and conditions".					
10	Does the seller mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)?		Single Code	( ) Yes ( ) No	Always required
11	Did the seller indicate that there are delivery costs?		Single Code	( ) Yes, the exact delivery costs are indicated ( ) Yes, but the exact delivery costs are NOT indicated ( ) No, the product is delivered free of charge ( ) No, nothing is indicated about delivery costs	Always required
	How easy or difficult was it to find the information about the delivery costs?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q11 = Yes
13	Did the seller indicate whether there are any additional costs (other than delivery costs or costs related to payment options)?		Single Code	( ) Yes, there are additional costs ( ) No, nothing is indicated about additional costs	Always required
14	How easy or difficult was it to find the information about the additional costs?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q13 = Yes
15	Did the seller specify through which specific shipping service the product will be delivered (for example, DHL, UPS or national mail service)?		Single Code	( ) Yes ( ) No	Always required
16	Did the seller specify when the product will be delivered to you (for example, by indicating a date or maximum timeframe)?		Single Code	( ) Yes ( ) No	Always required
17	Did the seller specify that you have the right to withdraw from the contract within 14 days after delivery?		Single Code	( ) Yes ( ) No	Always required
D. Buying the product					
In this part of the questionnaire, the questions focus on the final purchase confirmation and paying for the product. For the following questions, pay attention to the final confirmation buttons (or link) that makes you buy the product.					

18	Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product?		Single Code	( ) Yes ( ) No	Always required
19	Just before your final purchase confirmation, were you informed clearly about the total price of the product?		Single Code	( ) Yes ( ) No	Always required
20	When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")?	According to the European regulation the button should be labelled in an easily legible manner, unambiguously indicating that placing the order entails an obligation to pay the trader.	Single Code	( ) Yes ( ) No	Always required
21	If no clear button was present, what was the exact text that was displayed on the button (or link) you clicked for your final confirmation?		Text		Ask if Q20 = No
22	How clear or unclear was it that by pressing this button you were agreeing to buy this product?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Always required
23	During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)?		Single Code	( ) Yes ( ) No	Always required
24	Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)?		Single Code	( ) Yes ( ) No	Ask if Q23 = Yes
25	Did these pre-selected options affect **your trust in this seller**?		Single Code	( ) Yes ( ) No	Ask if Q24 = Yes
26	Did these pre-selected options affect **your trust in online sellers in general**?		Single Code	( ) Yes ( ) No	Ask if Q24 = Yes
27	When paying for the product, were there any extra fees based on your method of payment?		Single Code	( ) Yes ( ) No	Always required
28	What was the exact amount of these extra fees?	*If not in euros, indicate it in the original currency*	Number		Ask if Q27 = Yes
29	If you were to buy the product for yourself, would these extra fees **make you choose a different payment option**?		Single Code	( ) Yes ( ) No	Ask if Q27 = Yes

30	Did these extra fees **affect your overall satisfaction with the purchase**?		Single Code	( ) Yes ( ) No	Ask if Q27 = Yes
31	Did these extra fees **affect your trust in the seller**?		Single Code	( ) Yes ( ) No	Ask if Q27 = Yes
32	Did these extra fees **affect your willingness to buy from the same seller in the future**?		Single Code	( ) Yes ( ) No	Ask if Q27 = Yes
33	Print screen of the purchase confirmation AND/OR purchase confirmation e-mail.		Upload		Always required
34	Cost of the product:	*If not in euros, indicate it in the original currency*	Number		Always required
35	Any other costs added for the delivery:	*If not in euros, indicate it in the original currency*	Number		Always required
	Comments about the product purchase:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required

PART 2 : PRODUCT RETURN

Before starting this questionnaire, you should have received the product.

Wait for the period that the trader indicated for the delivery of the good, if not received after this period, contact the seller to ask for your product. Indicate to the trader an additonal time of 3 calendar days for delivery. If not received after these 3 days, you can immediately go to step 3.

After receiving the product, inform the trader that you withdraw from the contract and return the product within maximum 3 calendar days (but try to do this as soon as possible). You have to find out the return procedure from the seller on the website. Send the trader (through electronic communication means) the evidence of having returned the product (e.g. a receipt from a shipping company).

While completing the above steps, fill in this survey. The questions in this survey are about the outcomes, experiences and perceptions of returning the goods.

36	Did you receive your product?		Single Code	( ) Yes ( ) No	Always required IF "No" immediately skip to Part 3
37	If yes, on which date did you receive your product?			DD/MM/YY	Ask if Q36 = Yes
38	Was the product delivered within the delivery time originally indicated by the trader?		Single Code	( ) Yes ( ) No	Ask if Q36 = Yes
39	On which date did you request to withdraw from the contract (tell the trader that you wish to return the product)?			DD/MM/YY	Ask if Q36 = Yes
40	How easy or difficult was it to **find information** about how to return the product on the seller's website?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q36 = Yes

41	How easy or difficult was the **procedure itself** for returning the product?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q36 = Yes
42	Did you have to pay for the costs of returning the product (regardless of whether they are payed back later or not)?		Single Code	( ) Yes ( ) No	Ask if Q36 = Yes
43	What was the exact amount of the costs for returning the product?	*If not in euros, indicate it in the original currency*	Number		Ask if Q42 = Yes
44	Print screen of the receipt on which these costs are mentioned:		Upload		Ask if Q42 = Yes
45	Print screen of the shipping confirmation:	*When returning a product most websites are offering a shipping confirmation in the returning channels they provide. You have to upload this shipping confirmation in order to be reimbursed if you would not get a reimbursement from the seller.*	Upload		Always required
	Comments about the product return:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required

PART 3 : GETTING A REIMBURSEMENT

Wait for 7 calendar days after having sent the evidence of returning the product to check if you were reimbursed.

If you were not reimbursed or not completely please contact the seller to remind him about your return of the product. While contacting the seller demand an explanation and explain to them that you have the right to a full reimbursement. We ask you to first contact the seller by e-mail or contact form. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursement.

If you did not receive your money after 7 additional calendar days, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract. However, they are allowed to wait with the reimbursement until you provide evidence of having sent the product back or until the product reaches them.

The following questions are about the reimbursement you have (or have not) received at the end of all steps. You will be asked about the reimbursement for the product you bought and the reimbursement for the initial delivery costs (that is, the cost of having the product delivered to you).

46	Did you receive a reimbursement for the **product** (regardless of whether initial delivery costs were reimbursed)?		Single Code	( ) Yes, the product was fully reimbursed ( ) No, the product was partially reimbursed ( ) No, the product was not reimbursed	Always required
47	If you did not get a full product reimbursement what reason did the seller provide?		Single Code	( ) The seller denied the right for any product reimbursement ( ) The seller was only willing to provide a partial product reimbursement ( ) The seller claimed that the return shipment has not been received (yet) ( ) The seller claimed that the reimbursed should have arrived already or that it will take more time ( ) The seller did not reply to my request during the evaluation time	Ask if Q46 = No

				( ) Other reason	
48	If other reason, specify:		Text		Required if Q47 = "Other reason"
49	Did you receive a reimbursement for the **initial delivery costs** (these are the costs for having the product delivered to you)?		Single Code	( ) Yes, the initial delivery costs were fully reimbursed ( ) No, the initial delivery costs were partially reimbursed ( ) No, the initial delivery costs were not reimbursed ( ) There were no initial delivery costs	Always required
50	If the initial delivery costs were not fully reimbursed, what reason did the seller give?		Single Code	( ) The seller denied the right for reimbursement the initial delivery costs ( ) The seller was only willing to provide a partial reimbursement of the initial delivery costs ( ) The seller did not reply to my request during the evaluation time ( ) Other reason	Ask if Q49 = No
51	If other reason, specify:		Text		Required if Q50 = "Other reason"
52	On which date did you receive your (partial) reimbursement?		Single Code	DD/MM/YY	Ask if Q46 = "Yes" OR "No, the product was partially reimbursed"
53	What type of reimbursement did you receive?		Single Code	( ) My money was returned ( ) The seller gave me a voucher ( ) Other	Ask if Q46 = "Yes" OR "No, the product was partially reimbursed"
54	If other, specify:		Text		Required if Q53 = "Other"
55	What was the exact amount that was reimbursed to you?	*If not in euros, indicate it in the original currency*	Number		Ask if Q46 = "Yes" OR "No, the product was partially reimbursed"
56	How would you rate the willingness of the seller to provide a full reimbursement?		Single Code	( ) Very willing ( ) Willing ( ) Unwilling ( ) Very unwilling	Always required
57	How satisfied or unsatisfied are you with the communication of the seller?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required
58	How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required
	Comments about the overall satisfaction:	*Which aspects of the overall process of withdrawing from the contract and getting*	Text		Always required

		a reimbursement are you satisfied or unsatisfied about?			
59	Print screen of the e-mail communication with the seller about not being (completely) reimbursed:		Upload		Always required
	Comments about the reimbursement process:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required

4.2.2. Assessment sheet for Security Software

Scenario					**Flow:**
1) purchase of the product. You purchase the software and immediately answer the questionnaire. Do not download the software, since that would make you lose your right of withdrawal. **2) withdrawal from the contract.** After buying the product, inform the trader that you withdraw from the contract within maximum 3 calendar days (but try to do this as soon as possible). **3) reimbursement of the money.** Wait for 7 calendar days after withdrawing from the contract to check if you were reimbursed. If you were not reimbursed or not completely, contact the seller to remind him about your request for withdrawal from the contract and your right to receive a full reimbursement. You can close down the evaluation if you did not receive your reimbursement 7 calendar days after this reminder.					
PART 1 : PRODUCT PURCHASE					
	Evaluation date:	*Date of the website evaluation and purchase*		DD/MM/YY	Always required
At this stage of the survey, search for assigned product on your assigned website. Read the information about the product on the website and find out the relevant information. Try to find out everything you would want to know when preparing to buy this product. You have to spend 15 minutes on the evaluation of the website and purchase of the product.					
A. Contact information of the seller					
1	How easy or difficult is it to find the name of the seller on the website?	*We are talking about the regular name under which the seller trades (not the exact legal name).*	*Single Code*	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find the name of the seller	*Always required*
2	How easy or difficult is it to find the **geographical address** of the seller?	*This is about the geographical address of the headquarter / administration or complaint center, not about addresses of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
3	How easy or difficult is it to find the **phone number** of the seller?	*This is about the phone number of the headquarter / administration or complaint center, not about phone numbers of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
4	How easy or difficult is it to find the **e-mail address** of the seller?	*This is about the e-mail address of the headquarter / administration or complaint center, not about e-mail*	Single Code	( ) Very easy ( ) Easy	Always required

		addresses of individual stores!		( ) Difficult ( ) Very difficult ( ) I could not find it	
5	How easy or difficult is it to find the **contact form** of the seller?	*This is about the contact form of the headquarter / administration or complaint center, not about contact forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
6	How easy or difficult is it to find a **withdrawal form** of the seller (for exercising the consumer's right of withdrawal)?	*This is about a withdrawal form of the headquarter / administration or complaint center, not about withdrawal forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
B. Information about the product					
Navigate to the software product page and browse through the description of the product. The following questions are about the information that you can find about the product. At any point, you may navigate the website to look for the required information. You can use the full website except the "Terms & Conditions" page. You should not look into this section as you only have 15 minutes to evaluate the website.					
7	To what degree were you informed about the main characteristics of the product?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed	Always required
8	How easy or difficult was it to find information about the main characteristics of the product?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
9	How clear or unclear was the description of the main characteristics of the product?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Always required
10	To what degree were you informed about the language of the software interface (for example, English or other languages)?		Single Code	( ) Very well informed ( ) Well informed	Always required

				( ) Badly informed ( ) Very badly informed ( ) I found no information about this	
11	How easy or difficult was it to find information about the language of the software interface?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q10 = <one of the first 4 options>
12	How clear or unclear was the description of the language of the software interface?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q10 = <one of the first 4 options>
13	To what degree were you informed about the file types that the software uses?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
14	How easy or difficult was it to find information about the file types that the software uses?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q13 = <one of the first 4 options>
15	How clear or unclear was the description of the file types that the software uses?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q13 = <one of the first 4 options>
16	To what degree were you informed about the the software updates you may expect for the software??		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
17	How easy or difficult was it to find		Single Code	( ) Very easy	Ask if Q16 = <one of the first 4 options>

	information about the software updates you may expect for the software?			( ) Easy ( ) Difficult ( ) Very difficult	
18	How clear or unclear was the description of software updates you may expect for the software?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q16 = <one of the first 4 options>
19	To what degree were you informed about any internet connection requirements for using the software?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
20	How easy or difficult was it to find information about any internet connection requirements for using the software?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q19 = <one of the first 4 options>
21	How clear or unclear was the description of any internet connection requirements for using the software?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q19 = <one of the first 4 options>
22	To what degree were you informed about any additional purchases that are required for using the software?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
23	How easy or difficult was it to find information about any additional purchases that are required for using the software?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q22 = <one of the first 4 options>
24	How clear or unclear was the description of		Single Code	( ) Very clear	Ask if Q22 = <one of the first 4 options>

	any additional purchases that are required for using the software?			( ) Clear ( ) Unclear ( ) Very unclear	
25	To what degree were you informed about the compatibility and interoperability of the software with computer hardware?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
26	How easy or difficult was it to find information about the compatibility and interoperability of the software with computer hardware?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q25 = <one of the first 4 options>
27	How clear or unclear was the description of the compatibility and interoperability of the software with computer hardware?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q25 = <one of the first 4 options>
28	To what degree were you informed about the compatibility of the software with other software on your computer?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
29	How easy or difficult was it to find information about the compatibility of the software with other software on your computer?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q28 = <one of the first 4 options>
30	How clear or unclear was the description of the compatibility of the software with other software on your computer?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q28 = <one of the first 4 options>
31	To what degree were you informed about the		Single Code	( ) Very well informed	Always required

	functionality of the software?			( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	
32	How easy or difficult was it to find information about the functionality of the software?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q31 = <one of the first 4 options>
33	How clear or unclear was the description of the functionality of the software?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q31 = <one of the first 4 options>
	Comments about the software description:	*If any part of the software description was unclear, describe briefly what was unclear about it.*	Text		Not required
C. Before buying the product					
At this point, you may take steps to add the product to your shopping cart, enter your personal details, preferred shipping method and continue the ordering procedure until just before buying the product. Do not click the final buying confirmation yet (the one that will make you buy the product). Instead, first answer the following questions that are related to the purchase procedure, related costs, and payment options. Look thoroughly for the requested information and navigate via any links that you may see during these steps. However, you should not read an extensive list of "terms and conditions".					
34	Does the seller mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)?		Single Code	( ) Yes ( ) No	Always required
35	Are you buying the software under an open-ended contract (i.e., a type of subscription)?		Single Code	( ) Yes ( ) No	Always required
36	Does the website mention the monthly or yearly costs?		Single Code	( ) Yes ( ) No	Ask if Q35 = Yes
37	How easy or difficult was it to find the information about the monthly or yearly costs?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q36 = Yes
38	How clear or unclear was the information about the monthly or yearly costs?		Single Code	( ) Very clear ( ) Clear ( ) Unclear	Ask if Q36 = Yes

				( ) Very unclear	
39	Does the website mention whether or not there is a minimum duration of the contract?		Single Code	( ) Yes ( ) No	Ask if Q35 = Yes
40	How easy or difficult was it to find the information about the duration of the contract?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q39 = Yes
41	How clear or unclear was the information about the duration of the contract?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q39 = Yes
42	Did the seller indicate whether there are any additional costs (other than delivery costs or costs related to payment options)?		Single Code	( ) Yes, there are additional costs ( ) No, nothing is indicated about additional costs	Always required
43	How easy or difficult was it to find the information about the additional costs?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q42 = Yes
44	Does the seller specify that you have a right to withdraw from the contract before downloading the software?		Single Code	( ) Yes ( ) No	Always required
45	Does the seller indicate that you lose your right of withdrawal as soon as you download the software?		Single Code	( ) Yes ( ) No	Always required
	Comments about the costs and duration of the contract.	*If the monthly/yearly costs or the duration of the contract were unclear, describe briefly what was unclear about it.*	Text		Ask if Q36 = Yes
D. Buying the product					
In this part of the questionnaire, the questions focus on the final purchase confirmation and paying for the product. For the following questions, pay attention to the final confirmation buttons (or link) that makes you buy the software. Do not download the software, since that would make you lose your right of withdrawal.					
46	Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product?		Single Code	( ) Yes ( ) No	Always required
47	Just before your final purchase confirmation, were you informed clearly about the total price of the product?		Single Code	( ) Yes ( ) No	Always required

48	When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")?		Single Code	( ) Yes ( ) No	Always required
49	If no clear button was present, what was the exact text that was displayed on the button (or link) you clicked for your final confirmation?		Text		Ask if Q48 = No
50	How clear or unclear was it that by pressing this button you were agreeing to buy this product?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Always required
51	During the process of buying the product, was it clearly stated at what point you would lose your right of withdrawal from the contract?		Single Code	( ) Yes ( ) No	Always required
52	During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)?		Single Code	( ) Yes ( ) No	Always required
53	Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)?		Single Code	( ) Yes ( ) No	Ask if Q52 = Yes
54	Did these pre-selected options affect **your trust in this seller**?		Single Code	( ) Yes ( ) No	Ask if Q53 = Yes
55	Did these pre-selected options affect **your trust in online sellers in general**?		Single Code	( ) Yes ( ) No	Ask if Q53 = Yes
56	When paying for the product, were there any extra fees based on your method of payment?		Single Code	( ) Yes ( ) No	Always required
57	What was the exact amount of these extra fees?	*If not in euros, indicate it in the original currency*	Number		Ask if Q56 = Yes
58	If you were to buy the product for yourself, would these extra fees **make you choose a different payment option**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
59	Did these extra fees **affect your overall satisfaction with the purchase**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
60	Did these extra fees **affect your trust in the seller**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
61	Did these extra fees **affect your willingness**		Single Code	( ) Yes	Ask if Q56 = Yes

	to buy from the same seller in the future?			( ) No	
62	Print screen of the purchase confirmation AND/OR purchase confirmation e-mail.		Upload		Always required
63	Cost of the product:	*If not in euros, indicate it in the original currency*	Number		Always required
64	Any other costs added for the delivery:	*If not in euros, indicate it in the original currency*	Number		Always required
	Comments about the product purchase:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required
PART 2 : WITHDRAWAL FROM THE CONTRACT					
After buying the product, inform the trader that you withdraw from the contract within maximum 3 calendar days. You have to search for a withdrawal procedure on the website of the seller. If there is no such procedure, indicate your request for withdrawal through written communication with the seller (e-mail, contact form or similar) and stress that you have not downloaded the software yet. **While completing the above steps, fill in this survey. The questions in this survey are about the outcomes, experiences and perceptions of exercising your right of withdrawal.**					
65	How easy or difficult was it to **find information** about how to withdraw from the contract on the seller's website?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
66	How easy or difficult was the **procedure itself** for withdrawing from the contract?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
67	On which date did you request to withdraw from the contract?			DD/MM/YY	Always required
68	Print screen of the request for withdrawal and/or any communication with the seller about your request:	*Provide screenshots of your request for withdrawal from the contract. This include forms you have submitted, confirmations you received, communication you had with the seller etc.*	Upload		Always required
	Comments about the withdrawal from the contract:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required
PART 3 : GETTING A REIMBURSEMENT					
Wait for 7 calendar days after your request for withdrawing from the contract and check if you were reimbursed, **If you were not reimbursed or not completely, please contact the seller (via e-mail or contact form) to remind him about your request for withdrawal from the contract. While contacting the seller demand an explanation and explain to them that you have the right to a reimbursement of all the payments made. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursed.**					

If you did not receive your money 7 calendar days after your written reminder, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract.

The following questions are about the reimbursed you have (or have not) received at the end of all steps. You will be asked about the reimbursements for the product you bought.

69	Did you receive a reimbursement for the **product**?		Single Code	( ) Yes, the product was fully reimbursed ( ) No, the product was partially reimbursed ( ) No, the product was not reimbursed	Always required
70	If you did not get a full product reimbursement what reason did the seller provide?		Single Code	( ) The seller denied the right for any product reimbursement ( ) The seller was only willing to provide a partial product reimbursement ( ) The seller claimed that the reimbursement should have arrived already or that it will take more time ( ) Other reason	Ask if Q69 = No
71	If other reason, specify:		Text		Required if Q70 = "Other reason"
72	On which date did you receive your (partial) reimbursement?			DD/MM/YY	Ask if Q69 = "Yes" OR "No, the product was partially reimbursed"
73	What type of reimbursement did you receive?		Single Code	( ) My money was returned ( ) The seller gave me a voucher ( ) Other	Ask if Q69 = "Yes" OR "No, the product was partially reimbursed"
74	If other, specify:		Text		Required if Q73 = "Other"
75	How would you rate the willingness of the seller to provide a full reimbursement?		Single Code	( ) Very willing ( ) Willing ( ) Unwilling ( ) Very unwilling	Always required
76	How satisfied or unsatisfied are you with the communication of the seller?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required
77	Print screen of the e-mail communication with the seller about not being (completely) reimbursed		Upload		Always required
78	How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required

	Comments about the overall satisfaction:	*Which aspects of the overall process of withdrawing from the contract and getting a reimbursement are you satisfied or unsatisfied about?*	Text		Always required
	Comments about the reimbursement process:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required

4.2.3. Assessment sheet for Music Downloads

Scenario					**Flow:**
1) purchase of the product. You purchase the music and immediately answer the questionnaire. Do not download the music, since that would make you lose your right of withdrawal. **2) withdrawal from the contract.** After buying the product, inform the trader that you withdraw from the contract within maximum 3 calendar days (but try to do this as soon as possible). **3) reimbursement of the money.** Wait for 7 calendar days after withdrawing from the contract to check if you were reimbursed. If you were not reimbursed or not completely, contact the seller to remind him about your request for withdrawal from the contract and your right to receive a full reimbursement. You can close down the evaluation if you did not receive your reimbursement 7 calendar days after this reminder.					
PART 1 : PRODUCT PURCHASE					
	Evaluation date:	*Date of the website evaluation and purchase*		DD/MM/YY	Always required
At this stage of the survey, search for assigned product on your assigned website. Read the information about the product on the website and find out the relevant information. Try to find out everything you would want to know when preparing to buy this product. You have to spend 15 minutes on the evaluation of the website and purchase of the product.					
A. Contact information of the seller					
1	How easy or difficult is it to find the name of the seller on the website?	*We are talking about the regular name under which the seller trades (not the exact legal name).*	*Single Code*	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find the name of the seller	*Always required*
2	How easy or difficult is it to find the **geographical address** of the seller?	*This is about the geographical address of the headquarter / administration or complaint center, not about addresses of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
3	How easy or difficult is it to find the **phone number** of the seller?	*This is about the phone number of the headquarter / administration or complaint center, not about phone numbers of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
4	How easy or difficult is it to find the **e-mail address** of the seller?	*This is about the e-mail address of the headquarter /*	Single Code	( ) Very easy ( ) Easy	Always required

		administration or complaint center, not about e-mail addresses of individual stores!		( ) Difficult ( ) Very difficult ( ) I could not find it	
5	How easy or difficult is it to find the **contact form** of the seller?	*This is about the contact form of the headquarter / administration or complaint center, not about contact forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
6	How easy or difficult is it to find a **withdrawal form** of the seller (for exercising the consumer's right of withdrawal)?	*This is about a withdrawal form of the headquarter / administration or complaint center, not about withdrawal forms of individual stores!*	Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult ( ) I could not find it	Always required
B. Information about the product					
Navigate to the music product page and browse through the description of the product. The following questions are about the information that you can find about the product. At any point, you may navigate the website to look for the required information. You can use the full website except the "Terms & Conditions" page. You should not look into this section as you only have 15 minutes to evaluate the website.					
7	To what degree were you informed about the main characteristics of the product?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed	Always required
8	How easy or difficult was it to find information about the main characteristics of the product?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
9	How clear or unclear was the description of the main characteristics of the product?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Always required
				( ) Clear ( ) Unclear ( ) Very unclear	

13	To what degree were you informed about the file types that the music uses?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
14	How easy or difficult was it to find information about the file types that the music uses?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q13 = <one of the first 4 options>
15	How clear or unclear was the description of the file types that the music uses?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q13 = <one of the first 4 options>
				( ) Clear ( ) Unclear ( ) Very unclear	
19	To what degree were you informed about any internet connection requirements for using the music?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
20	How easy or difficult was it to find information about any internet connection requirements for using the music?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q19 = <one of the first 4 options>
21	How clear or unclear was the description of any internet connection requirements for using the music?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q19 = <one of the first 4 options>
22	To what degree were		Single Code	( ) Very well informed	Always required

	you informed about any additional purchases that are required for using the music?			( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	
23	How easy or difficult was it to find information about any additional purchases that are required for using the music?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q22 = <one of the first 4 options>
24	How clear or unclear was the description of any additional purchases that are required for using the music?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q22 = <one of the first 4 options>
25	To what degree were you informed about the compatibility and interoperability of the music with computer hardware?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
26	How easy or difficult was it to find information about the compatibility and interoperability of the music with computer hardware?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q25 = <one of the first 4 options>
27	How clear or unclear was the description of the compatibility and interoperability of the music with computer hardware?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q25 = <one of the first 4 options>
28	To what degree were you informed about the compatibility of the music with other software on your computer?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required

29	How easy or difficult was it to find information about the compatibility of the music with other software on your computer?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q28 = <one of the first 4 options>
30	How clear or unclear was the description of the compatibility of the music with other software on your computer?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q28 = <one of the first 4 options>
31	To what degree were you informed about the functionality of the music?		Single Code	( ) Very well informed ( ) Well informed ( ) Badly informed ( ) Very badly informed ( ) I found no information about this	Always required
32	How easy or difficult was it to find information about the functionality of the music?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q31 = <one of the first 4 options>
33	How clear or unclear was the description of the functionality of the music?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Ask if Q31 = <one of the first 4 options>
	Comments about the music description:	*If any part of the music description was unclear, describe briefly what was unclear about it.*	Text		Not required
C. Before buying the product					
At this point, you may take steps to add the product to your shopping cart, enter your personal details, preferred shipping method and continue the ordering procedure until just before buying the product. Do not click the final buying confirmation yet (the one that will make you buy the product). Instead, first answer the following questions that are related to the purchase procedure, related costs, and payment options. Look thoroughly for the requested information and navigate via any links that you may see during these steps. However, you should not read an extensive list of "terms and conditions".					
34	Does the seller mention the accepted means of payment (such as Visa, MasterCard, PayPal, Maestro or other)?		Single Code	( ) Yes ( ) No ( ) Clear	Always required

				( ) Unclear ( ) Very unclear	
42	Did the seller indicate whether there are any additional costs (other than delivery costs or costs related to payment options)?		Single Code	( ) Yes, there are additional costs ( ) No, nothing is indicated about additional costs	Always required
43	How easy or difficult was it to find the information about the additional costs?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Ask if Q42 = Yes
44	Does the seller specify that you have a right to withdraw from the contract before downloading the music?		Single Code	( ) Yes ( ) No	Always required
45	Does the seller indicate that you lose your right of withdrawal as soon as you download the music?		Single Code	( ) Yes ( ) No	Always required
D. Buying the product					
In this part of the questionnaire, the questions focus on the final purchase confirmation and paying for the product. For the following questions, pay attention to the final confirmation buttons (or link) that makes you buy the music. Do not download the music, since that would make you lose your right of withdrawal.					
46	Just before your final purchase confirmation, were you informed clearly about the main characteristics of the product?		Single Code	( ) Yes ( ) No	Always required
47	Just before your final purchase confirmation, were you informed clearly about the total price of the product?		Single Code	( ) Yes ( ) No	Always required
48	When giving your final purchase confirmation, was there a clear button that indicated you were about to buy the product (for example, a button labelled "Buy", "Buy now", "Purchase now" or "Order and pay")?		Single Code	( ) Yes ( ) No	Always required
49	If no clear button was present, what was the		Text		Ask if Q48 = No

	exact text that was displayed on the button (or link) you clicked for your final confirmation?				
50	How clear or unclear was it that by pressing this button you were agreeing to buy this product?		Single Code	( ) Very clear ( ) Clear ( ) Unclear ( ) Very unclear	Always required
51	During the process of buying the product, was it clearly stated at what point you would lose your right of withdrawal from the contract?		Single Code	( ) Yes ( ) No	Always required
52	During the process of buying the product, were there any selectable options that would cost you more (for example, the ability to order additional products or services)?		Single Code	( ) Yes ( ) No	Always required
53	Were these options already pre-selected for you (that is, did they have checkboxes that were already ticked)?		Single Code	( ) Yes ( ) No	Ask if Q52 = Yes
54	Did these pre-selected options affect **your trust in this seller**?		Single Code	( ) Yes ( ) No	Ask if Q53 = Yes
55	Did these pre-selected options affect **your trust in online sellers in general**?		Single Code	( ) Yes ( ) No	Ask if Q53 = Yes
56	When paying for the product, were there any extra fees based on your method of payment?		Single Code	( ) Yes ( ) No	Always required
57	What was the exact amount of these extra fees?	*If not in euros, indicate it in the original currency*	Number		Ask if Q56 = Yes
58	If you were to buy the product for yourself, would these extra fees **make you choose a different payment option**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes

59	Did these extra fees **affect your overall satisfaction with the purchase**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
60	Did these extra fees **affect your trust in the seller**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
61	Did these extra fees **affect your willingness to buy from the same seller in the future**?		Single Code	( ) Yes ( ) No	Ask if Q56 = Yes
62	Print screen of the purchase confirmation AND/OR purchase confirmation e-mail.		Upload		Always required
63	Cost of the product:	*If not in euros, indicate it in the original currency*	Number		Always required
64	Any other costs added for the delivery:	*If not in euros, indicate it in the original currency*	Number		Always required
	Comments about the product purchase:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required
PART 2 : WITHDRAWAL FROM THE CONTRACT					
After buying the product, inform the trader that you withdraw from the contract within maximum 3 calendar days. You have to search for a withdrawal procedure on the website of the seller. If there is no such procedure, indicate your request for withdrawal through written communication with the seller (e-mail, contact form or similar) and stress that you have not downloaded the music yet. **While completing the above steps, fill in this survey. The questions in this survey are about the outcomes, experiences and perceptions of exercising your right of withdrawal.**					
65	How easy or difficult was it to **find information** about how to withdraw from the contract on the seller's website?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
66	How easy or difficult was the **procedure itself** for withdrawing from the contract?		Single Code	( ) Very easy ( ) Easy ( ) Difficult ( ) Very difficult	Always required
67	On which date did you request to withdraw			DD/MM/YY	Always required

	from the contract?				
68	Print screen of the request for withdrawal and/or any communication with the seller about your request:	*Provide screenshots of your request for withdrawal from the contract. This include forms you have submitted, confirmations you received, communication you had with the seller etc.*	Upload		Always required
	Comments about the withdrawal from the contract:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required
PART 3 : GETTING A REIMBURSEMENT					
Wait for 7 calendar days after your request for withdrawing from the contract and check if you were reimbursed, **If you were not reimbursed or not completely, please contact the seller (via e-mail or contact form) to remind him about your request for withdrawal from the contract. While contacting the seller demand an explanation and explain to them that you have the right to a reimbursement of all the payments made. If you did not receive a reaction or explanation within 24 hours you should call the seller to ask for the full reimbursed.** **If you did not receive your money 7 calendar days after your written reminder, you can close down the evaluation. Note: traders are legally obliged to reimburse you without undue delay in any event within 14 days after your request to withdraw from the contract.** **The following questions are about the reimbursed you have (or have not) received at the end of all steps. You will be asked about the reimbursements for the product you bought.**					
69	Did you receive a reimbursement for the **product**?		Single Code	( ) Yes, the product was fully reimbursed ( ) No, the product was partially reimbursed ( ) No, the product was not reimbursed	Always required
70	If you did not get a full product reimbursement what reason did the seller provide?		Single Code	( ) The seller denied the right for any product reimbursement ( ) The seller was only willing to provide a partial product reimbursement ( ) The seller claimed that the reimbursement should have arrived already or that it will take more time ( ) Other reason	Ask if Q69 = No
71	If other reason, specify:		Text		Required if Q70 = "Other reason"
72	On which date did you receive your (partial) reimbursement?			DD/MM/YY	Ask if Q69 = "Yes" OR "No, the product was partially reimbursed"
73	What type of reimbursement did you receive?		Single Code	( ) My money was returned ( ) The seller gave me a voucher	Ask if Q69 = "Yes" OR "No, the product was partially reimbursed"

				( ) Other	
74	If other, specify:		Text		Required if Q73 = "Other"
75	How would you rate the willingness of the seller to provide a full reimbursement?		Single Code	( ) Very willing ( ) Willing ( ) Unwilling ( ) Very unwilling	Always required
76	How satisfied or unsatisfied are you with the communication of the seller?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required
77	Print screen of the e-mail communication with the seller about not being (completely) reimbursed		Upload		Always required
78	How satisfied or unsatisfied are you with the overall process of withdrawing from the contract and getting a reimbursement?		Single Code	( ) Very satisfied ( ) Satisfied ( ) Unsatisfied ( ) Very unsatisfied	Always required
	Comments about the overall satisfaction:	*Which aspects of the overall process of withdrawing from the contract and getting a reimbursement are you satisfied or unsatisfied about?*	Text		Always required
	Comments about the reimbursement process:	*Here you can share additional information which you think could be interesting for the client or some additional clarifications you want to make on the answers you gave.*	Text		Not required

5. Annex 5: Retailers included in the CRD Mystery Shopping

Web page	Country	Scenario
http://www.junodownload.com/	BG	Music
http://www.apple.com/bg/music/	BG	Music
https://play.google.com/store/music	BG	Music
http://www.emusic.com/	BG	Music
https://www.onkyomusic.com/de	DE	Music
https://play.google.com/store/music	DE	Music
https://www.highresaudio.com/	DE	Music
https://www.musicload.de/	DE	Music
http://www.shop-zwo3.net/	DE	Music
https://de.7digital.com/	DE	Music
http://www.col-legno.com/de/home/	DE	Music
https://www.scm-shop.de/	DE	Music
https://www.beatport.com/	DE	Music
http://de.djtunes.com/	DE	Music
https://mobilefun.o2online.de/g/musics.do	DE	Music
https://www.amazon.de/MP3-Musik-Downloads/	DE	Music
http://www.hdtracks.de/	DE	Music
https://tracks.technics.com/	DE	Music
https://artistxite.de/	DE	Music
https://www.hd-klassik.com/	DE	Music
https://music.vodafone.de/#/	DE	Music
http://shopbase.finetunes.net/shopserver/	DE	Music
http://www.apple.com/de/itunes/	DE	Music
http://www.weltbild-downloads.de/	DE	Music
https://www.djshop.de	DE	Music
https://fi.7digital.com/	FI	Music
http://kauppa.nrj.fi/	FI	Music
https://play.google.com/store/music	FI	Music
http://www.musa24.fi/	FI	Music
http://www.apple.com/fi/music/	FI	Music
http://www.emusic.com/	FI	Music
https://www.microsoft.com/fi-fi/store/music	FI	Music
http://cd1d.com/	FR	Music
http://www.starzik.com/	FR	Music
https://www.amazon.fr/	FR	Music
http://www.121musicstore.eu/fr/	FR	Music
http://m.mplay3.fr	FR	Music
https://play.google.com/store/music	FR	Music
http://www.mysurround.com/	FR	Music

https://fr.7digital.com/	FR	Music
http://nomadmusic.fr/fr	FR	Music
https://www.microsoft.com/fr-fr/store/music	FR	Music
http://www.apple.com/fr/music/	FR	Music
http://www.emusic.com/	FR	Music
https://play.google.com/store/music	GR	Music
http://www.apple.com/gr/music/	GR	Music
https://www.cosmote.gr/mobile/	GR	Music
http://www.junodownload.com/	GR	Music
http://www.emusic.com/	GR	Music
https://play.google.com/store/music	NL	Music
http://nl.7digital.com	NL	Music
http://www.downloadmusic.nl/startpagina	NL	Music
https://www.microsoft.com/nl-nl/store/music	NL	Music
https://www.beatport.com/	NL	Music
http://www.apple.com/nl/music/	NL	Music
http://www.qobuz.com/nl-nl/discover	NL	Music
http://www.538downloads.nl/	NL	Music
http://www.emusic.com/	NL	Music
https://gaude.pl/pl/index.html	PL	Music
http://play.google.com/store/music	PL	Music
https://nuplays.pl/	PL	Music
http://plusstore.plus.pl/muzyka	PL	Music
http://www.empik.com/muzyka-mp3	PL	Music
http://www.apple.com/pl/music/	PL	Music
http://www.emusic.com/	PL	Music
https://play.google.com/store/music	PT	Music
https://pt.7digital.com/	PT	Music
https://www.beatport.com/	PT	Music
http://www.apple.com/pt/music/	PT	Music
https://www.microsoft.com/pt-pt/store/music	PT	Music
http://www.emusic.com/	PT	Music
http://www.avg.com	BG	Software
http://www.avast.com	BG	Software
http://www.malwarebytes.com	BG	Software
http://www.comodo.com	BG	Software
http://www.bitdefender.net	BG	Software
http://www.symantec.com	BG	Software
http://www.avira.com	BG	Software
http://www.kaspersky.com	BG	Software
http://www.mcafee.com	BG	Software
http://www.avg.com	DE	Software
http://www.avira.com	DE	Software
http://www.f-secure.com	DE	Software
http://www.kaspersky.com	DE	Software

http://www.gdata.de	DE	Software
http://www.malwarebytes.com	DE	Software
http://www.symantec.com	DE	Software
http://www.avast.com	DE	Software
http://www.comodo.com	DE	Software
http://www.mcafee.com	DE	Software
http://www.symantec.com	FI	Software
http://www.f-secure.com	FI	Software
http://www.avg.com	FI	Software
http://www.mcafee.com	FI	Software
http://www.malwarebytes.com	FI	Software
http://www.grc.com	FI	Software
http://www.avast.com	FI	Software
http://www.kaspersky.com	FI	Software
http://www.comodo.com	FI	Software
http://www.avira.com	FI	Software
http://www.avg.com	FR	Software
http://www.symantec.com	FR	Software
http://www.bitdefender.net	FR	Software
http://www.f-secure.com	FR	Software
http://www.mcafee.com	FR	Software
http://www.kaspersky.com	FR	Software
http://www.malwarebytes.com	FR	Software
http://www.avira.com	FR	Software
http://www.avast.com	FR	Software
http://www.comodo.com	FR	Software
http://www.f-secure.com	GR	Software
http://www.malwarebytes.org	GR	Software
http://www.avg.com	GR	Software
http://www.avira.com	GR	Software
http://www.kaspersky.com	GR	Software
http://www.mcafee.com	GR	Software
http://www.comodo.com	GR	Software
http://www.symantec.com	GR	Software
http://www.avast.com	GR	Software
http://www.malwarebytes.com	NL	Software
http://www.avira.com	NL	Software
http://www.avast.com	NL	Software
http://www.bullguard.com	NL	Software
http://www.mcafee.com	NL	Software
http://www.f-secure.com	NL	Software
http://www.bitdefender.nl	NL	Software
http://www.avg.com	NL	Software
http://www.kaspersky.com	NL	Software
http://www.comodo.com	NL	Software
http://www.avast.com	PL	Software
http://www.avira.com	PL	Software

http://www.f-secure.com	PL	Software
http://www.symantec.com	PL	Software
http://www.avg.com	PL	Software
http://www.mcafee.com	PL	Software
http://www.kaspersky.com	PL	Software
http://www.malwarebytes.com	PL	Software
http://www.bitdefender.net	PL	Software
http://www.comodo.com	PL	Software
http://www.f-secure.com	PT	Software
http://www.bitdefender.pt	PT	Software
http://www.malwarebytes.org	PT	Software
http://www.kaspersky.com	PT	Software
http://www.avast.com	PT	Software
http://www.mcafee.com	PT	Software
http://www.avg.com	PT	Software
http://www.avira.com	PT	Software
http://www.symantec.com	PT	Software
http://www.comodo.com	PT	Software
http://www.electron.bg	BG	Goods - Mouse
http://www.ardes.bg	BG	Goods - Mouse
http://www.zora.bg	BG	Goods - Mouse
http://www.sim.bg	BG	Goods - Mouse
http://www.plesio.bg	BG	Goods - Mouse
http://www.shop.sky.bg	BG	Goods - Mouse
http://www.pro-bg.com	BG	Goods - Mouse
http://www.pcmall.bg	BG	Goods - Mouse
http://www.pcmall.bg	BG	Goods - Mouse
http://www.http://restore.bg/bg/	BG	Goods - Mouse
http://www.rmania.net	BG	Goods - Mouse
http://www.mobilstyle.net	BG	Goods - Mouse
http://www.pcmall.bg	BG	Goods - USB
http://www.plesio.bg	BG	Goods - USB
http://www.zora.bg	BG	Goods - USB
http://www.mobilstyle.net	BG	Goods - USB
http://www.shop.sky.bg	BG	Goods - USB
http://www.electron.bg	BG	Goods - USB
http://www.rmania.net	BG	Goods - USB
http://www.http://pcmall.bg/	BG	Goods - USB
http://www.sim.bg	BG	Goods - USB
http://www.pro-bg.com	BG	Goods - USB
http://restore.bg/bg/	BG	Goods - USB
http://www.ardes.bg	BG	Goods - USB
http://www.samsung.de	DE	Goods - Mouse
http://www.mediamarkt.de	DE	Goods - Mouse
http://www.medion.com	DE	Goods - Mouse
http://www.reichelt.de	DE	Goods - Mouse
http://www.pollin.de	DE	Goods - Mouse

http://www.notebooksbilliger.de	DE	Goods - Mouse
http://www.mindfactory.de	DE	Goods - Mouse
http://www.conrad.de	DE	Goods - Mouse
http://www.saturn.de	DE	Goods - Mouse
http://www.redcoon.de	DE	Goods - Mouse
http://www.alternate.de	DE	Goods - Mouse
http://www.cyberport.de	DE	Goods - Mouse
http://www.samsung.de	DE	Goods - USB
http://www.pollin.de	DE	Goods - USB
http://www.saturn.de	DE	Goods - USB
http://www.mediamarkt.de	DE	Goods - USB
http://www.cyberport.de	DE	Goods - USB
http://www.conrad.de	DE	Goods - USB
http://www.reichelt.de	DE	Goods - USB
http://www.alternate.de	DE	Goods - USB
http://www.redcoon.de	DE	Goods - USB
http://www.medion.com	DE	Goods - USB
http://www.notebooksbilliger.de	DE	Goods - USB
http://www.mindfactory.de	DE	Goods - USB
http://www.data-systems.fi	FI	Goods - Mouse
http://www.expert.fi	FI	Goods - Mouse
http://www.gigantti.fi	FI	Goods - Mouse
http://www.multitronic.fi	FI	Goods - Mouse
http://www.tietokonekauppa.fi	FI	Goods - Mouse
http://www.mulletoi.com	FI	Goods - Mouse
http://www.digitarvike.fi	FI	Goods - Mouse
http://www.veikonkone.fi	FI	Goods - Mouse
http://www.verkkokauppa.com	FI	Goods - Mouse
http://shop.lenovo.com/fi	FI	Goods - Mouse
http://www.e-ville.com	FI	Goods - Mouse
http://www.mindfactory.de	FI	Goods - Mouse
http://www.tietokonekauppa.fi	FI	Goods - USB
http://www.verkkokauppa.com	FI	Goods - USB
http://www.digitarvike.fi	FI	Goods - USB
http://www.expert.fi	FI	Goods - USB
http://www.multitronic.fi	FI	Goods - USB
http://www.veikonkone.fi	FI	Goods - USB
http://www.data-systems.fi	FI	Goods - USB
http://www.mulletoi.com	FI	Goods - USB
http://www.gigantti.fi	FI	Goods - USB
http://www.e-ville.com	FI	Goods - USB
http://www.mindfactory.de	FI	Goods - USB
http://www.shop.lenovo.com/fi	FI	Goods - USB
http://www.cdiscount.com	FR	Goods - Mouse
http://www.ldlc.com	FR	Goods - Mouse
http://www.darty.com	FR	Goods - Mouse
http://www.electrodepot.fr	FR	Goods - Mouse

http://www.fnac.com	FR	Goods - Mouse
http://www.grosbill.com	FR	Goods - Mouse
http://www.rueducommerce.fr	FR	Goods - Mouse
http://www.ubaldi.com	FR	Goods - Mouse
http://www.topachat.com	FR	Goods - Mouse
http://www.boulanger.com	FR	Goods - Mouse
http://www.conrad.fr	FR	Goods - Mouse
http://www.materiel.net	FR	Goods - Mouse
http://www.materiel.net	FR	Goods - USB
http://www.fnac.com	FR	Goods - USB
http://www.cdiscount.com	FR	Goods - USB
http://www.conrad.fr	FR	Goods - USB
http://www.darty.com	FR	Goods - USB
http://www.rueducommerce.fr	FR	Goods - USB
http://www.topachat.com	FR	Goods - USB
http://www.ubaldi.com	FR	Goods - USB
http://www.boulanger.com	FR	Goods - USB
http://www.electrodepot.fr	FR	Goods - USB
http://www.grosbill.com	FR	Goods - USB
http://www.ldlc.com	FR	Goods - USB
http://www.plaisio.gr	GR	Goods - Mouse
http://www.public.gr	GR	Goods - Mouse
http://www.cosmodata.gr	GR	Goods - Mouse
http://www.e-gate.gr	GR	Goods - Mouse
http://www.e-shop.gr	GR	Goods - Mouse
http://www.mediamarkt.gr	GR	Goods - Mouse
http://www.kotsovolos.gr	GR	Goods - Mouse
http://www.techstores.gr	GR	Goods - Mouse
http://www.ebw.gr	GR	Goods - Mouse
http://www.you.gr	GR	Goods - Mouse
http://www.visionstudio.gr	GR	Goods - Mouse
http://www.sevenspot.gr	GR	Goods - Mouse
http://www.kotsovolos.gr	GR	Goods - USB
http://www.mediamarkt.gr	GR	Goods - USB
http://www.e-shop.gr	GR	Goods - USB
http://www.plaisio.gr	GR	Goods - USB
http://www.public.gr	GR	Goods - USB
http://www.cosmodata.gr	GR	Goods - USB
http://www.techstores.gr	GR	Goods - USB
http://www.e-gate.gr	GR	Goods - USB
http://www.visionstudio.gr	GR	Goods - USB
http://www.sevenspot.gr	GR	Goods - USB
http://www.ebw.gr	GR	Goods - USB
http://www.you.gr	GR	Goods - USB
http://www.conrad.nl	NL	Goods - Mouse
http://www.4launch.nl	NL	Goods - Mouse
http://www.bax-shop.nl	NL	Goods - Mouse

http://www.paradigit.nl	NL	Goods - Mouse
http://www.pdashop.nl	NL	Goods - Mouse
http://www.laptopshop.nl	NL	Goods - Mouse
http://www.azerty.nl	NL	Goods - Mouse
http://www.mediamarkt.nl	NL	Goods - Mouse
http://www.alternate.nl	NL	Goods - Mouse
http://www.coolblue.nl	NL	Goods - Mouse
http://www.expert.nl	NL	Goods - Mouse
http://www.informatique.nl	NL	Goods - Mouse
http://www.bax-shop.nl	NL	Goods - USB
http://www.conrad.nl	NL	Goods - USB
http://www.mediamarkt.nl	NL	Goods - USB
http://www.paradigit.nl	NL	Goods - USB
http://www.pdashop.nl	NL	Goods - USB
http://www.azerty.nl	NL	Goods - USB
http://www.laptopshop.nl	NL	Goods - USB
http://www.alternate.nl	NL	Goods - USB
http://www.coolblue.nl	NL	Goods - USB
http://www.expert.nl	NL	Goods - USB
http://www.4launch.nl	NL	Goods - USB
http://www.informatique.nl	NL	Goods - USB
http://www.sferis.pl	PL	Goods - Mouse
http://www.komputronik.pl	PL	Goods - Mouse
http://www.euro.com.pl	PL	Goods - Mouse
http://www.mediaexpert.pl	PL	Goods - Mouse
http://www.neonet.pl	PL	Goods - Mouse
http://www.proline.pl	PL	Goods - Mouse
http://www.conrad.pl	PL	Goods - Mouse
http://www.mediamarkt.pl	PL	Goods - Mouse
http://www.x-kom.pl	PL	Goods - Mouse
http://www.oleole.pl	PL	Goods - Mouse
http://www.saturn.pl	PL	Goods - Mouse
http://www.morele.net	PL	Goods - Mouse
http://www.sferis.pl	PL	Goods - USB
http://www.proline.pl	PL	Goods - USB
http://www.euro.com.pl	PL	Goods - USB
http://www.komputronik.pl	PL	Goods - USB
http://www.oleole.pl	PL	Goods - USB
http://www.neonet.pl	PL	Goods - USB
http://www.conrad.pl	PL	Goods - USB
http://www.mediamarkt.pl	PL	Goods - USB
http://www.mediaexpert.pl	PL	Goods - USB
http://www.x-kom.pl	PL	Goods - USB
http://www.morele.net	PL	Goods - USB
http://www.saturn.pl	PL	Goods - USB
http://www.radiopopular.pt	PT	Goods - Mouse
http://www.mhr.pt	PT	Goods - Mouse

http://www.worten.pt	PT	Goods - Mouse
http://www.pixmania.pt	PT	Goods - Mouse
http://www.pccomponentes.com	PT	Goods - Mouse
http://www.redcoon.pt	PT	Goods - Mouse
http://www.prinfor.pt	PT	Goods - Mouse
http://www.interdata.pt/	PT	Goods - Mouse
http://www.powerplanetonline.com	PT	Goods - Mouse
http://www.codi-tek.com	PT	Goods - Mouse
http://www.pt.webuy.com	PT	Goods - Mouse
http://www.audilar.pt	PT	Goods - Mouse
http://www.worten.pt	PT	Goods - USB
http://www.powerplanetonline.com	PT	Goods - USB
http://www.mhr.pt	PT	Goods - USB
http://www.prinfor.pt	PT	Goods - USB
http://www.pccomponentes.com	PT	Goods - USB
http://www.radiopopular.pt	PT	Goods - USB
http://www.redcoon.pt	PT	Goods - USB
http://www.interdata.pt	PT	Goods - USB
http://www.pixmania.pt	PT	Goods - USB
http://www.pt.webuy.com	PT	Goods - USB
http://www.codi-tek.com	PT	Goods - USB
http://www.audilar.pt	PT	Goods - USB

6. ANNEX 6: EXPERIMENT 1

Fitness Check Consumer Rules – Experiment 1

The goal of the experiment was to investigate respondents' use of unit price information. The experiment consisted of the following conditions:

Unit Price Information:

Value of X1	*Unit Price Information*
1	*Absent*
2	*Present (cookies: price per kg, laundry detergents: price per wash load)*
2	*3 = Present (cookies: price per kg, laundry detergents: price per kg/litre)*

Size-Unit Price Relationship:

Value of X2	*Size – Unit Price Relationship*
1	*Negative (larger packages lower unit prices)*
2	*Positive (larger packages higher unit prices)*

Order of products (all respondents were given the conditions for pre-packaged cookies and laundry detergent, but the order was randomized):

Value of X3	*Order of the products*
1	*Product 1 (Pre-packaged cookies) – Product 2 (Laundry detergent)*
2	*Product 2 (laundry detergent) – Product 1 (Pre-packaged cookies)*

A GENERAL INTRODUCTION

Welcome.

This questionnaire is about purchase situations. The questionnaire consists of two parts. In each part, you will be asked to imagine that you are looking for certain products. Next, we will ask several questions about the purchase situation.

Some of the names of the products and sellers you will encounter in this questionnaire are made up. Yet we want to ask you to imagine being in the described situation as much as possible and answer the questions as if these products and sellers really existed. The entire questionnaire takes approximately 15 minutes.

Please start with the first part of the questionnaire.

A GENERAL INTRODUCTION TO EXPERIMENT 1

Welcome to the first part of this questionnaire.
In this part, we ask you to imagine that you are shopping for groceries in an online supermarket. Among the list of items that you are planning to purchase are cookies and laundry detergent. Please read the instructions carefully.

B CHOICE 1

[Respondents were presented with both the cookie and laundry detergent scenario in a randomized order. Both scenarios wwere presented on different pages]

Cookie scenario:
Imagine that you are browsing through the cookie assortment on the supermarket's website. To have enough cookies to last for a while, you want to buy at least 20 cookies. The supermarket offers several types of cookies in different packaging sizes, which are displayed on the next page.

Q1
Which of these cookies would you buy?
Please choose at least one of the six products. You may buy several products. You may also buy multiple items of the same product. Please indicate which product(s) you would buy by entering how many of them you would buy.

Figure: Example of Stimuli - Unit price information **present** (price per kg) & **negative** size-unit price relationship

Blasta Crispy biscuits ▪ Crispy ▪ 15 biscuits ▪ 132 grams Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone! **€0,85** *€6,44/kg*	**Blasta Crispy biscuits** ▪ Crispy ▪ 24 biscuits ▪ 210 grams Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone! **€1,19** *€5,67/kg*	**Blasta Crispy biscuits** ▪ Crispy ▪ 45 biscuits ▪ 396 grams Treat yourself to Blasta crispy biscuits, deliciously natural and liked by everyone! **€1,95** *€4,92/kg*
Tad's Chocolate cookies ▪ Rich flavour ▪ 12 cookies ▪ 105 grams Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste! **€0,69** *€6,57/kg*	**Tad's Chocolate cookies** ▪ Rich flavour ▪ 25 cookies ▪ 220 grams Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste! **€1,29** *€5,86/kg*	**Tad's Chocolate cookies** ▪ Rich flavour ▪ 40 cookies ▪ 350 grams Tad's crumbly cookies are coated in chocolate and the best cookies you will ever taste! **€1,80** *€5,14/kg*

Laundry detergent scenario:

Imagine that you are browsing through the assortment of laundry detergent on the supermarket's website. To not run out of laundry detergent too soon, you want to buy enough for at least 35 washes. The store has several types of laundry detergent in different packaging sizes, which are displayed on the next page.

Q2

Which of these laundry detergent would you buy?

Please choose at least one of the six products. You may buy several products. You may also buy multiple items of the same product. Please indicate which product(s) you would buy and how many of them.

Figure: Example of Stimuli - Unit price information **present** (price per litre) & **positive** size-unit price relationship

Iridis Summer Sensation • Liquid detergent for colours • 25 wash loads • 875 ml • With Colour Care formula • With the scent of jasmine and orange blossom Iridis Summer Sensation has an innovative formula that tackles tough stains, while keeping your colours vibrant. **€6,25** *€7,14/litre*	**Iridis Summer Sensation** • Liquid detergent for colours • 40 wash loads • 1.4 litres • With Colour Care formula • With the scent of jasmine and orange blossom Iridis Summer Sensation has an innovative formula that tackles tough stains, while keeping your colours vibrant. **€11,25** *€8,04/litre*	**Iridis Summer Sensation** • Liquid detergent for colours • 60 wash loads • 2.1 litres • With Colour Care formula • With the scent of jasmine and orange blossom Iridis Summer Sensation has an innovative formula that tackles tough stains, while keeping your colours vibrant. **€17,98** *€8,56/litre*
Lilia Ultimate Freshness • Liquid detergent for colours • 18 wash loads • 630 ml • Advanced stain removal technology • Infused with a scent of white lilies and cherry blossom Lilia Ultimate Freshness brings together brilliant cleaning and ultimate freshness. It removes stubborn stains effectively and thoroughly, and helps your fabrics stay fresh longer than ever before. **€4,89** *€7,76/litre*	**Lilia Ultimate Freshness** • Liquid detergent for colours • 38 wash loads • 1.3 litres • Advanced stain removal technology • Infused with a scent of white lilies and cherry blossom Lilia Ultimate Freshness brings together brilliant cleaning and ultimate freshness. It removes stubborn stains effectively and thoroughly, and helps your fabrics stay fresh longer than ever before. **€10,99** *€8,45/litre*	**Lilia Ultimate Freshness** • Liquid detergent for colours • 65 wash loads • 2.3 litres • Advanced stain removal technology • Infused with a scent of white lilies and cherry blossom Lilia Ultimate Freshness brings together brilliant cleaning and ultimate freshness. It removes stubborn stains effectively and thoroughly, and helps your fabrics stay fresh longer than ever before. **€20,76** *€9,03/litre*

E UNIT PRICE AWARENESS (SELF-REPORTED)

In the previous purchase situations, you saw multiple products with a number of characteristics, including price. In addition to the product price, the price per unit is sometimes displayed. Knowing the price per unit allows for better comparisons of the price of products offered in different packaging sizes. For example, for juice, the price per unit would be the price per litre, so that you can easily compare the price of the juice offered in different bottle sizes.

Base: all respondents

Q3

Did the products you saw contain prices per unit?

1. Certainly not
2. I don't think so
3. I think so
4. Certainly so
5. I don't remember

Base: IF Q3 = 3 OR 4

Q4a

Did you use these prices per [unit] to decide on which package(s) of detergent to buy?

1 No

2 Yes

3 Don't remember

Base: IF X1 = 2

Q4b

Previously, you saw several packages of detergent. For these packages, the prices per unit were displayed in wash loads. Did you compute the prices per litre before deciding which package(s) of detergent to buy?

1 No, I did not compute prices per litre

2 I roughly estimated prices per litre

3 Yes, I computed the exact prices per litre

3 Don't remember

Base: IF Q3 = 3 OR 4

Q5a

Did you use the prices per kg to decide on which package(s) of cookies to buy?

1 No

2 Yes

3 Don't remember

Base: IF Q3 = 1, 2 OR 5

Q6

When choosing which package(s) of detergent to buy, did you compute prices per unit yourself (e.g. per litre or per wash load)?

1 No, I did not compute prices per unit
2 I roughly estimated prices per unit
3 Yes, I computed the exact prices per unit
4 Don't remember

Base: IF Q3 = 1, 2 OR 5

Q7
When choosing which package(s) of cookies to buy, did you compute prices per unit yourself (e.g. per kg or per cookie)?

1 No, I did not compute prices per unit
2 I roughly estimated prices per unit
3 Yes, I computed the exact prices per unit
4 Don't remember

F UNIT PRICE COMPREHENSION PRODUCT 1

Base: all respondents

Q8
Which product has the lowest price per kg? Please click on the product that, according to you, has the lowest price per [unit]?

[Respondents were again presented with the six product options of the first product they saw]

G UNIT PRICE COMPREHENSION PRODUCT 2

Base: all respondents

Q9
Which product has the lowest price per wash load or per litre? Please click on the product that, according to you, has the lowest price per [unit]?

[Respondents were again presented with the six product options of the second product they saw]

H GENERAL BELIEF REGARDING UNIT PRICES

Base: all respondents

Q10
According to you, which product packages generally have the LOWEST price per unit: small-sized packages or large-sized packages?
1 Small-sized packages
2 Large-sized packages
3 I don't know

Base: all respondent

Q11
Below you find an example of a situation in which it is cheaper to buy two small bottles of half a litre (500 ml) than one large bottle of a litre (1 litre) of the exact same brand.

How often do you think this occurs in reality?

1 Never
2 Very rarely
3 Rarely
4 Sometimes
5 Often
6 Very often
7 Always

I PURCHASING GOAL

Base: all respondents
Q12

12.A Which type of packages do you usually choose if you buy **cookies**?

1 Small-sized packages
2 Medium-sized packages
3 Large-sized packages
4 I (almost) never buy cookies

12.B Which type of packages do you usually choose if you buy **laundry detergent**?

1 Small-sized packages
2 Medium-sized packages
3 Large-sized packages
4 I (almost) never buy laundry detergent

X. POST-EXPERIMENT QUESTIONNAIRE

A HOUSEHOLD SIZE

We would like to ask you some final questions

B HOUSEHOLD SIZE

Q21
Please indicate how many people live in your household, including yourself

C PRICE SENSITIVITY / VALUE-CONSCIOUSNESS

Base: All respondents

Q22
Please indicate how much you agree or disagree with the following statements.

ROWS:
1. I am very concerned about low prices, but I am equally concerned about product quality.
2. When grocery shopping, I compare the prices of different brands to be sure I get the best value for the money.
3. When purchasing a product, I always try to maximize the quality I get for the money I spend.
4. When I buy products, I like to be sure that I am getting my money's worth.
5. I generally shop around for lower prices on products, but they still must meet certain quality requirements before I will buy them.
6. When I shop, I usually compare the "price per ounce" information for brands I normally buy.
7. I always check prices at the grocery store to be sure I get the best value for the money I spend.

COLUMNS:
1. 1 (Strongly disagree)
2. 2
3. 3
4. 4
5. 5
6. 6
7. 7 (Strongly agree)

Base: All respondents

Q23
Thinking about your household's financial situation, would you say that making ends meet every month is:

1. Very difficult
2. Fairly difficult
3. Neither easy nor difficult
4. Fairly easy
5. Very easy
6. Don't know

C EXPERT IN CONSUMER LAW

Base: All respondents

Q24a
Are you familiar with consumer law?

1. No
2. Yes

Base: If Q24a = 2

Q24b
Have you studied consumer law and/or do you have a job related to consumer law?

1. No
2. Yes

C. SOCIO-DEMOGRAPHIC QUESTIONS

Base: All respondents

S1
At what stage did you complete your full-time studies?

1. Elementary (primary) school or less
2. Some high (secondary) school
3. Graduation from high (secondary) school
4. Graduation from college, university or other third-level institute
5. Post-graduate degree (Masters, PhD) beyond your initial college degree
6. Still studying full-time
7. Other qualification
8. Refusal

Base: All respondents

S2
Which of these best describe your current work status?

1. Self-employed
2. Manager
3. Other white collar
4. Blue collar
5. Student
6. House-person and other not in employment
7. Seeking a job
8. Retired

IV. GENDER AND AGE

Base: All respondents

S3

Are you a…?

1. Man
2. Woman

Base: All respondents

S4

How old are you?

END OF QUESTIONNAIRE

7. ANNEX 7: EXPERIMENT 2

Fitness Check Consumer Rules – Experiment 2

The goal of the experiment was to investigate respondents' perception of the fairness of Terms & Conditions. The experiment consisted of the following conditions:

Format of T&Cs:

Value of X1	*Presentation T&Cs*
1	*Standard full T&Cs*
2	*Summary*
3	*Summary with icons*

Fairness of T&Cs

Value of X2	*Fairness*
1	*Normal*
2	*Unfair*

Order of products

Value of X3	*Order of the products*
1	*product 1 – product 2*
2	*product 2 – product 1*

INTRODUCTION

Welcome.

This questionnaire is about purchase decisions. The questionnaire consists of two parts. In each part, you will be asked to imagine that you are looking for certain products and/or services. Next, we will ask several questions about the purchase situation.

The names of the products and sellers you will encounter in this questionnaire are made up. Yet we want to ask you to imagine being in the described situation as much as possible and answer the questions as if these products and sellers really existed. The entire questionnaire takes approximately 15 minutes.

Please start with the first part of the questionnaire.

In this part, we will ask you to imagine that you are looking for certain products. Please read the instructions carefully.

CONSUMER CREDIT

Base: all respondents

You will now read a scenario in which a bank is mentioned. The name of this bank is made up. Please still try to imagine that the bank actually exists.

Imagine that you would like to obtain a loan for a home renovation project. You have searched online for credit institutions that can provide this loan. You are now comparing the options to be able to make a good choice as to which bank or other credit institution to obtain the loan from.

In your search for the best option, you come across the website of a bank, the APS Bank. This bank offers a personal loan at an attractive interest rate, so you consider taking a loan from this bank.

Before you can obtain the loan, you have to go through several pages on the website. One of these pages contains the terms and conditions that apply to this loan at this bank. These terms and conditions are shown on the next page. Please look at this page as you would normally do.

Terms and Conditions

Base: all respondents

[Presentation T&Cs

- Standard full T&Cs
- Summary
- Summary with icons

Fairness

- Normal
- Unfair]

Figure: Example of Stimuli Consumer Credit – Excerpt of Standard full T&C's (normal)

Personal Loan General Terms and Conditions

1. Introduction

1.1. These Terms and Conditions for Personal Loans stipulate the binding rules for consumer loans granted by APS BANK ("APS Bank" or "we") to (Applicant) Borrowers ("Applicant", "Borrower" or "you") upon an application for a personal loan.

2. Definitions and Interpretation

2.1. In these Terms and Conditions and in the Loan Agreement unless the context otherwise requires:

"Account" means: the loan account in the name of the Borrower;

"Agreement" means: the Loan Agreement, consisting of the Application sent by you in electronic or paper form and the signed Acceptance letter signed by the APS BANK and returned signed by you in paper or electronic form, as well as the present terms and Conditions; the SECCI form as defined here below and any other document referred to; the Agreement contains the detailed specific conditions of the Personal Loan agreed between the Bank and you;

"Application" means: an application for a personal loan, sent by the Applicant as an electronic document (online application) or in paper form;

"Borrower" means: the person, Applicant, to whom the Loan is being made available;

"Event of Default" means: any of the events set out in clause 15.1 (Events of Default);

"Loan" means: the amount proposed to be advanced to the Borrower on the basis of the Agreement or, as the context may require, advanced and for the time being outstanding;

Base: If X3 = 1

Q1a

The next step is to decide whether you will actually take the loan from this bank or buy from another credit institution. What would you do?

1. I would take the loan from this bank

2. I would not take the loan from this bank

Base: all respondents

Q2

You were presented with the terms and conditions of this bank. To what extent did you read these terms and conditions?

You were presented with the terms and conditions of this provider. To what extent did you read these terms and conditions?

1. I did not read the terms and conditions at all

2. I scanned through the terms and conditions or read some part but less than half

3. I read more than half of the terms and conditions but not all

4. I read all the terms and conditions

Base: All respondents

Q3

Overall, I think these terms and conditions were…

COLUMNS

1. Very unfair

2.

3.

4.

5.

6.

7. Very fair

ROW

1. Please indicate to what extent you **would expect** these terms and conditions to be fair or unfair. 2. Please indicate to what extent you **perceived** the terms and conditions as fair or unfair.

Base: If Q2 = 2, 3 OR 4

Q4

From a **legal** point of view, how do you perceive these terms and conditions?

COLUMNS

1. Very unfair

2.

3.

4.

5.

6.

7. Very fair

ADSL Subscription

Base: all respondents

You will now read a scenario in which an Internet provider is mentioned. The name of this Internet provider is made up. Please still try to imagine that the Internet provider actually exists.

Imagine that you would like to purchase an ADSL Internet subscription. You have searched online for Internet providers. You are now comparing the options to be able to make a good choice of provider.

In your search for the best option, you come across the website of an Internet provider, Web4You. The monthly price of this provider for an ADSL Internet subscription is not that high, so you consider purchasing the Internet subscription from this provider.

Before you can purchase the Internet subscription, you have to go through several pages on the website. One of these pages contains the terms and conditions that apply to this Internet subscription of this provider. These terms and conditions are shown on the next page. Please look at this page as you would normally do.

Terms and Conditions

Base: all respondents

[Presentation T&Cs

- Standard full T&Cs
- Summary
- Summary with icons

Fairness

- Normal
- Unfair]

Figure: Example of Stimuli ADSL subscription – Excerpt of Standard full T&C's (normal)

ADSL Contract Terms and Conditions

The following Terms and Conditions govern the rights and obligations of Web4You ("Web4You " or "we") and the Customer in connection with Web4You 's provision of Asymmetric Digital Subscriber Line ("ADSL") Internet Access to you, the Customer (or "you").

When you sign the agreement for the provision of ADSL Service you are deemed to have accepted these Terms and Conditions.

1. Definitions

1.1. Unless the context otherwise requires, the following expressions shall have the following meanings:

- "Agreement" means the agreement between Web4You and the Customer, constituted by the Order form, these Terms and Conditions and the documents referred to herein;
- "Internet Service" or "Service" means Broadband Asymmetric Digital Subscriber Line (ADSL) Internet Access;
- "Initial term" means the initial period of time for which the Customer commits to subscribing to the Internet Service;
- "Order Form" means the order form document containing the particulars of the Customer and of the Internet Service requested by the Customer.

2. Service description

2.1 The Web4You Internet Service is an Internet access service that provides a connection from a Customer's Service Address to the Internet via a Web4You Digital Subscriber Line and Web4You Internet Network. It allows for the concurrent transmission of voice and data traffic over an individual telephone line and enables connections to the Internet at asymmetric speeds for downloading and uploading.

2.2. Web4You will provide the Customer with e-mail accounts, personal web space, and/or Domain Name, depending upon the Internet Service Plan chosen by the Customer.

Base: If X3 = 2

Q1b

The next step is to decide whether you will actually purchase the internet subscription from this provider or buy from another provider. What would you do?

1. I would purchase the Internet subscription from this provider

2. I would not purchase the Internet subscription from this provider

Base: all respondents

Q2

You were presented with the terms and conditions of this provider. To what extent did you read these terms and conditions?

1. I did not read the terms and conditions at all

2. I scanned through the terms and conditions or read some part but less than half

3. I read more than half of the terms and conditions but not all

4. I read all the terms and conditions

Base: All respondents

Q3

Overall, I think these terms and conditions were…

COLUMNS

1. Very unfair

2.

3.

4.

5.

6.

7. Very fair

ROW

1. Please indicate to what extent you **would expect** these terms and conditions to be fair or unfair. 2. Please indicate to what extent you **perceived** the terms and conditions as fair or unfair.

Base: If Q2 = 2, 3 OR 4

Q4

From a **legal** point of view, how do you perceive these terms and conditions?

COLUMNS

1. Very unfair

2.

3.

4.

5.

6.

7. Very fair

SPECIFIC POST-QUESTIONS

We would like to ask you some questions about the purchase situations that you previously encountered.

Base: all respondents

Q9

Previously, you read a scenario in which you were looking for a loan for a home renovation project. You were presented with the terms and conditions of a bank. Below, we repeat some of the terms in these terms and conditions. Please indicate for each term whether you think the term is fair or unfair from a legal perspective.

1. Fair

2. Unfair

3. I don't know

Base: all respondents

Q10.

Previously, you read a scenario in which you were looking for an ADSL Internet subscription. You were presented with the terms and conditions of a provider. Below, we repeat some of the terms in these terms and conditions. Please indicate for each term whether you think the term is fair or unfair from a legal perspective.

Scripter: create a loop variable and ask 4 single questions with 3 answer options below – for each single question in the loop show 4 pictures according to the conditions below

1. Fair

2. Unfair

3. I (really) don't know

POST-EXPERIMENT QUESTIONNAIRE

Introduction general post-questions

We would like to ask you some final questions.

Base: all respondents

Q20a

Are you familiar with consumer law?

1. No

2. Yes

Base: If Q20a = 2

Q20b

Have you studied consumer law and/or do you have a job related to consumer law?

1. No

2. Yes

Base: all respondents

Q21

In general, when choosing and buying goods and services, how well protected do you feel by consumer law?

Columns:

1. Not at all

2.

3.

4.

5.

6.

7. Completely

Base: all respondents

Q22

Generally speaking, would you say that most people can be trusted or that you cannot be too careful when dealing with people?

Columns:

1. You cannot be too careful

2.

3.

4.

5.

6.

7. Most people can be trusted

Base: all respondents

Q23

Imagine that you experience a problem with a product or service for which you have a legitimate cause for complaint. Are you the type of person who would make a complaint to the retailer, the service provider or the manufacturer?

1. No

2. Yes

Base: all respondents

Q24

Please indicate how much you agree or disagree with the following statements.

Columns:

1. Strongly disagree

2.

3.

4.

5.

6.

7. Strongly agree

Rows:

1. If a defective product is inexpensive, I usually keep it rather than put up a fuss or complain.

2. I'd rather do almost anything than return a product to the store.

3. I am probably more likely to return an unsatisfactory product than most people I know.

4. I often procrastinate when I know I should return a defective product to the store.

Base: all respondents

Q25

Please indicate how much you agree or disagree with the following statements.

Columns:

1. Strongly disagree

2.

3.

4.

5.

6.

7. Strongly agree

Rows:

1. I think of myself as an environmentally-friendly consumer.

2. I think of myself as someone who is very concerned with environmental issues.

3. I would be embarrassed to be seen as having an environmentally-friendly lifestyle.

4. I would not want my family or friends to think of me as someone who is concerned about environmental issues.

Base: all respondents

Q26

Thinking about your household's financial situation, would you say that making ends meet every month is:

1. Very difficult

2. Fairly difficult

3. Neither easy nor difficult

4. Fairly easy

5. Very easy

99. Don't know

SOCIO-DEMOGRAPHICS

Base: all respondents

Q27

At what stage did you complete your full-time studies?

1. Elementary (primary) school or less

2. Some high (secondary) school

3. Graduation from high (secondary) school

4. Graduation from college, university or other third-level institute

5. Post-graduate degree (Masters, PhD) beyond your initial college degree

6. Still studying full-time

7. Other qualification

8. Refusal

Base: all respondents

Q28

Which of these best describe your current work status?

1. Self-employed

2. Manager

3. Other white collar

4. Blue collar

5. Student

6. House-person and other not in employment

7. Seeking a job

8. Retired

Base: all respondents

Q29

Are you a…?

1. Man

2. Woman

Base: all respondents

Q30

How old are you?

END OF QUESTIONNAIRE

8. ANNEX 8: EXPERIMENT 3

Fitness Check Consumer Rules – Experiment 3

The goal of the experiment was to investigate respondents' use of durability and reparability ionformation. The experiment consisted of the following conditions:

Presentation of durability information:

Value of X4	*Presentation of durability information*
1	*Absent*
2	*Presented in years (with an indication of the use intensity that is used as a basis for this information)*
3	*Presented in product specific units*

Presentation of reparability information:

Value of X5	*Presentation of reparability information*
1	*Absent*
2	*Ease of repairing*
3	*Costs of repairing*

Order of product presentation:

Value of X6	*Order of the products*
1	*product 1 – product 2 – product 3*
2	*product 1 – product 3 – product 2*
3	*product 2 – product 1 – product 3*
4	*product 2 – product 3 – product 1*
5	*product 3 – product 1 – product 2*
6	*product 3 – product 2 – product 1*

PART 1

[Part 1 is presented for all three products (smartphones, TVs & Washing machines); the order dependent on X6, which is randomly assigned]

Base: all respondents

In this part, we ask you to imagine that you are looking for certain products. Each time six products are shown. Select the product that you would buy.

Base: all respondents

[3 products]

Smartphone:

Imagine that you are looking for a new phone. You have found an online store sells phones. You trust this store.

You are now shown several of the options that are provided on the web page of this online store.

TV:

Imagine that you are looking for a new TV. You have found an online store sells TVs. You trust this store.

You are now shown several of the options that are provided on the web page of this online store.

Washing machine:

Imagine that you are looking for a new washing machine. You have found an online store sells washing machines. You trust this store.

You are now shown several of the options that are provided on the web page of this online store.

Base: all respondents

Q11

[Questions conditional on preented product]

Which of these phones would you choose? Please click on the product of your choice.

Which of these TV's would you choose? Please click on the product of your choice.

Which of these washing machines would you choose? Please click on the product of your choice.

Figure: Example of Stimuli TV – Product presentation with Reparability Information (Estimated average costs of spare parts)

Brand name	WatchME	Screenio	yourTV	VAE	Clear	Mimasu
Smart TV	No	Yes	Yes	Yes	Yes	Yes
Screen size	40 inch	42 inch	42 inch	42 inch	42 inch	48 inch
Image quality[i1]	Full HD	Full HD	Full HD	Full HD	Full HD	Ultra HD 4K
Resolution[i1]	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	1920 x 1080 pixels	3840 x 2160 pixels
Motion rate[i2]	100 Hz	200 Hz	200 Hz	400 Hz	400 Hz	900 Hz
Energy efficiency class	A	A+	A+	A+	A+	A+
On-mode power consumption	59W	52W	51W	52W	50W	67W
USB ports	1	2	2	2	2	3
HDMI ports	2	3	3	2	2	4
Audio power (RMS)	2 x 7W	2 x 10W	2 x 10W	2 x 10W	2 x 10W	2 x 15W
Dimensions (with stand) (W x H x D)	90 x 56 x 20 cm	97 x 61 x 29 cm	98 x 63 x 20 cm	97 x 62 x 26 cm	96 x 63 x 27 cm	109 x 68 x 26 cm
Estimated average costs of spare parts	€ 67	€ 87	€ 48	€ 88	€ 47	€ 68
Price	**€ 289**	**€ 339**	**€ 449**	**€ 479**	**€ 529**	**€ 579**

[i1] Image definition (sharpness) [i2] Motion fluidity

Base: all respondents

Q12

Please indicate, for each of the products, the maximum price that you would pay for the product.

[The productpresentation as presented in the example above is given again. The price information is deleted, while respondent are asked to indicate the maximum price they would be willing to pay for each option.]

PART 2

Base: all respondents

Q17a

You just saw six phones, six TVs and six washing machines. Did these products contain information on the lifetime of the products?

1. No

2. Yes

3. Don't know

Base: If Q17a = 2

Q17b

How was this information provided?

1. In years

2. In units (e.g., for a laptop this would be the number of hours it is turned on)

3. In another way

4. Don't know

Base: all respondents

Q18a

You just saw six phones, six TVs and six washing machines. Did these products contain information on aspects related to repairing the products?

1. No

2. Yes

3. Don't know

Base: If Q18a = 2

Q18b

How was this information provided?

1. As the availability of key spare parts

2. As the costs of key spare parts

3. In another way

4. Don't know

Base: all respondents

Q19

In general, if you encountered a problem with the following products after the legal and commercial guarantee periods have passed, would you rather try to get the product repaired or get it replaced with a new one?

Columns:

1. Definitely repair

2.

3.

4.

5.

6.

7. Definitely replace

Rows:

1. Phone

2. TV

3. Washing Machine

POST-EXPERIMENT QUESTIONNAIRE

Introduction general post-questions

We would like to ask you some final questions.

Base: all respondents

Q20a

Are you familiar with consumer law?

1. No

2. Yes

Base: If Q20a = 2

Q20b

Have you studied consumer law and/or do you have a job related to consumer law?

1. No

2. Yes

Base: all respondents

Q21

In general, when choosing and buying goods and services, how well protected do you feel by consumer law?

Columns:

1. Not at all

2.

3.

4.

5.

6.

7. Completely

Base: all respondents

Q22

Generally speaking, would you say that most people can be trusted or that you cannot be too careful when dealing with people?

Columns:

1. You cannot be too careful

2.

3.

4.

5.

6.

7. Most people can be trusted

Base: all respondents

Q23

Imagine that you experience a problem with a product or service for which you have a legitimate cause for complaint. Are you the type of person who would make a complaint to the retailer, the service provider or the manufacturer?

1. No

2. Yes

Base: all respondents

Q24

Please indicate how much you agree or disagree with the following statements.

Columns:

1. Strongly disagree

2.

3.

4.

5.

6.

7. Strongly agree

Rows:

1. If a defective product is inexpensive, I usually keep it rather than put up a fuss or complain.

2. I'd rather do almost anything than return a product to the store.

3. I am probably more likely to return an unsatisfactory product than most people I know.

4. I often procrastinate when I know I should return a defective product to the store.

Base: all respondents

Q25

Please indicate how much you agree or disagree with the following statements.

Columns:

1. Strongly disagree

2.

3.

4.

5.

6.

7. Strongly agree

Rows:

1. I think of myself as an environmentally-friendly consumer.

2. I think of myself as someone who is very concerned with environmental issues.

3. I would be embarrassed to be seen as having an environmentally-friendly lifestyle.

4. I would not want my family or friends to think of me as someone who is concerned about environmental issues..

Base: all respondents

Q26

Thinking about your household's financial situation, would you say that making ends meet every month is:

1. Very difficult

2. Fairly difficult

3. Neither easy nor difficult

4. Fairly easy

5. Very easy

99. Don't know

SOCIO-DEMOGRAPHICS

Base: all respondents

Q27

At what stage did you complete your full-time studies?

1. Elementary (primary) school or less

2. Some high (secondary) school

3. Graduation from high (secondary) school

4. Graduation from college, university or other third-level institute

5. Post-graduate degree (Masters, PhD) beyond your initial college degree

6. Still studying full-time

7. Other qualification

8. Refusal

Base: all respondents

Q28

Which of these best describe your current work status?

1. Self-employed

2. Manager

3. Other white collar

4. Blue collar

5. Student

6. House-person and other not in employment

7. Seeking a job

8. Retired

Base: all respondents

Q29

Are you a…?

1. Man

2. Woman

Base: all respondents

Q30

How old are you?

9. ANNEX 9: EXPERIMENT 4

Fitness Check Consumer Rules – Experiment 4

The goal of the experiment was to investigate respondents' perception of information required by the CRD and UCPD information. The experiment consisted of the following conditions:

Presentation of durability information:

Value of X4	*Choice of product*
1	*Smartphone*
2	*Streaming content*

Value of X5	*Choice of condition*
1	*CRD, icons, streaming content*
2	*CRD, icons, smartphone*
3	*CRD, no icons, streaming content*
4	*UCPD, smartphone*

GENERAL INTRODUCTION

Welcome to the second part of this questionnaire.

This part focuses on product information that is presented on websites. Please read the instructions carefully.

The CRD part

CRD SCREEN + COMPREHENSION OF CRD ITEMS

Smartphone scenario:
Imagine that you are looking for a new smartphone. You have found a smartphone that you're interested in on the website of an online store. The next screen shows the product information that is presented on this website.

Movie streaming scenario:
Imagine that you would like to watch a certain movie. You have found the movie on a website. On this website, you can pay to stream the movie (i.e., you can watch the movie without first having to download it on your computer). You would like to do this. The next screen shows the product information that is presented on the website.

Base: All respondents

Q13

Below, you will find information on the [smartphone OR movies treaming]. Please indicate for each piece of information whether you fully understand it or not.

Do you fully understand the information?

1 Yes
2 No

Figure: Example of Stimuli Smartphone – CRD information with icons

1. Trader		MobileShop
2. Contact details		Address: Arnoudnobelstraat 1, 3000 Leuven Telephone: 0032 16 74 29 98 Email: infocustomer@mobileshop.com
3. Main characteristics		The Samsung Galaxy S7 comes with a 1.6GHz, Quad-Core processor, 12MP camera and Android 6.0 operating system. Available in black, gold and silver colour.
4. Total price		**Total price**: 749€ (VAT incl.)
5. Payment		Payment is possible through PayPal, major debit cards (Maestro and Solo) and credit cards (MasterCard, American Express, VISA).
6. Delivery		The product will be delivered by DHL or UPS parcel service to the address indicated by you within 4-5 days after receipt of your payment.
7. Additional delivery charges		Delivery charges apply for delivery to some countries, please see our delivery conditions.

8. Right of withdrawal		You will have a period of 14 days as from the date of delivery to withdraw from the contract, without giving any reason either by sending us a filled in withdrawal form that you can find here or by providing us with any other clear statement indicating that you want to withdraw from the contract To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of any supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the

		goods
9. Return costs		In case of withdrawal from the contract you will bear the direct costs of the return of the goods.
10. Legal Guarantee		Under EU law, we as sellers are liable for any lack of conformity that becomes apparent within a minimum of two years from delivery of the goods. Your national laws may provide you with additional consumer rights.
11. Commercial guarantee and after sale customer assistance		Without prejudice to your legal guarantee rights we guarantee the functioning of our products during 30 months. This commercial guarantee covers the replacement of products with substantial defects or the repair of products with a minor defect, insofar the defect is inherently related to the product and is not due to any incorrect use or handling of the product by you or any third party. The guarantee does not cover normal wear and tear. In case of problems with the product you can contact our customer service whose contact details in different countries is available here.
12. Complaints		In case of a complaint, you may at first instance contact our Customer support at infocustomer@mobileshop.com
13. Out-of-court complaint mechanism		If we are unable to find an amicable solution to your complaint, you may submit it to out-of-court dispute resolution mechanism, which is run by Catamedia. Complaints can be submitted to this organisation by mail, e-mail or the online complaint form, and will be handled through written procedure. Contact details and further information can be found on www.catamedia.com. You can also use the EU wide online dispute

resolution platform, accessible at http://ec.europa.eu/consumers/odr/

IMPORTANCE OF CRD ITEMS

Base: All respondents

Q14

Sellers must provide several "pieces of information" about a product before consumers make a purchase. On the previous screen, you saw examples of these pieces of information. Below, we describe the pieces of information in general terms. We would like to know which information is really important for consumers to have in order to decide whether to purchase a product or not.

To help you understand the information, we have included the corresponding example of each piece of information. Please indicate for each piece of information whether it is crucial for you to have before making the decision to purchase the product.

Is it crucial for you to have the information before making the decision to purchase the product?

1 Yes
2 No

Pieces of information in general terms:

1. Main characteristics of the product
2. Identity (name) of the seller
3. Geographical address of the seller
4. Total price including taxes
5. Any additional delivery charges
6. Arrangements for payment
7. Arrangements for delivery
9. Arrangements for complaint handling
10. Right of withdrawal from the contract (cancellation right), the conditions, time limit and procedures + the model withdrawal form
11. Information about the cost of returning the goods
12. Reminder of the legal guarantee
13. After-sale customer assistance and commercial guarantees
14. Out-of-court complaint and redress mechanisms
15. Information about functionality and interoperability of digital content

The UCPD part

INTRODUCTION TO UCPD SCREEN

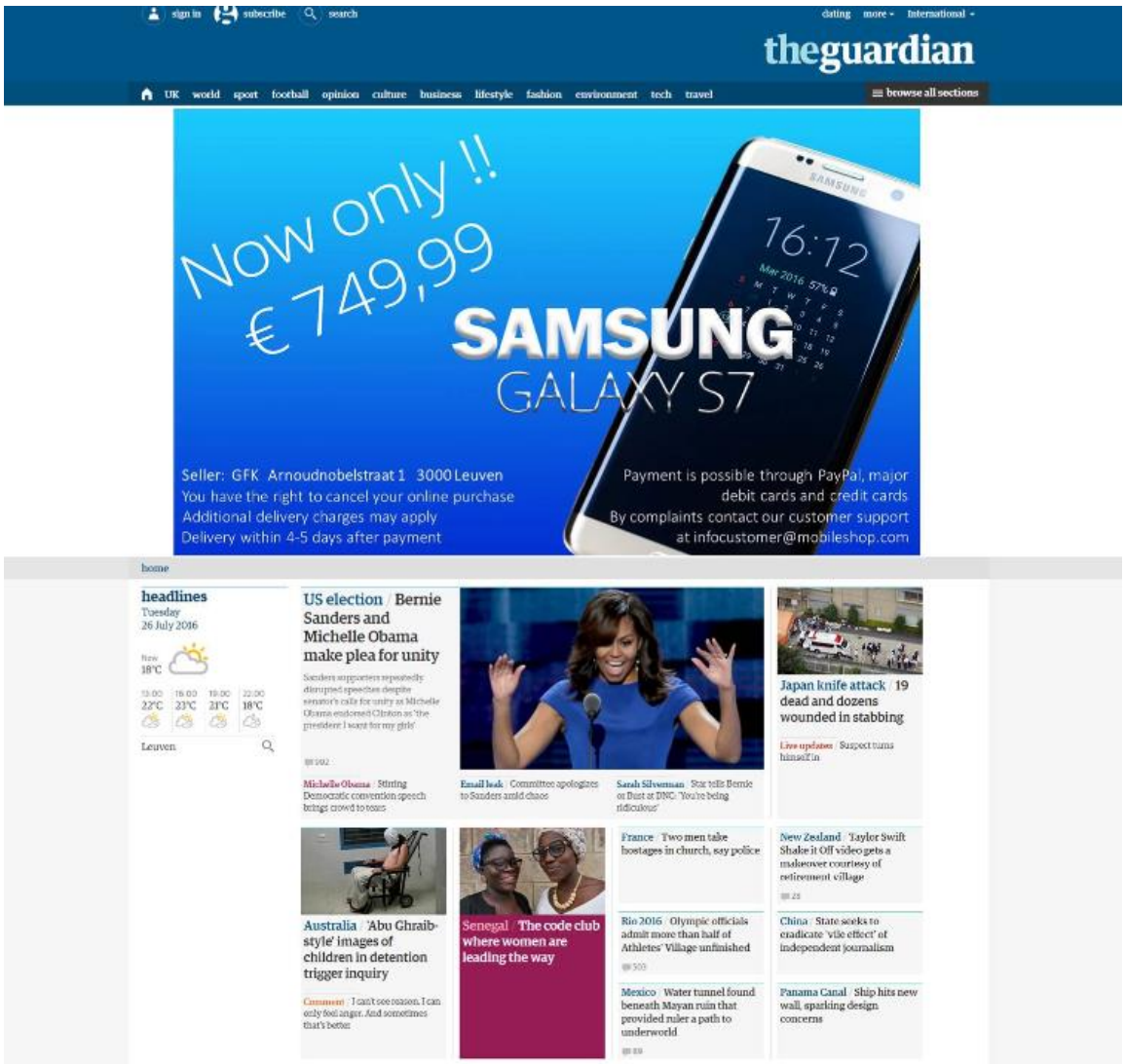
Base: IF X5 = 4 (UCPD)

Imagine that you are looking for a new smartphone. You notice an advertisement of a smartphone that you're interested in. The next page shows the webpage containing the advertisement. Please read the advertisement **and click on it**. This will take you to the next screen showing all the product information that sellers are required to show to consumers before the conclusion of the online purchase. Please read this information.

UCPD SCREEN

Base: IF X5 = 4 (UCPD)

Figure: The UCPD screen: a smartphone advertising embedded in a website (website was adjusted to present a major newspaper for each country).



RELEVANCE / REDUNDANCY OF UCPD ITEMS

Base: IF X5 = 4 (UCPD)

Q15

The advertisement that you saw contained specific information. Before you purchase a product in an online store, sellers must provide the same information on their website (as well as further detailed information). Thus, the product information that you received after clicking the advertisement contained <u>the same information</u> as the advertisement did (as well as further detailed information).

Imagine that you would go through this purchasing process again. Below, we describe several "pieces of information" that could be shown in the advertisement (and that were all shown in the advertisement for the smartphone that you saw earlier). You know that *all of this information* will be provided once you visit the online store. We would like to ask you to indicate which of these pieces of information you would need to already see in the advertisement in order to decide whether you will visit the online store.

We have repeated the advertisement that you saw earlier, so that you have an example of each "piece of information". However, it is important to note that these are only examples.

Figure: The UCPD screen without embedding in a website

Please indicate for each piece of information whether you need to already see it in the advertisement in order to decide whether you will visit the online store.

	1. I do not need this information in the advertisement	2. I need this information in the advertisement
1. Information about the product (here: name and picture) 2. Identity (name) of the seller 3. Geographical address of the seller 4. Total price of the product including taxes 5. Information about any additional delivery or postal charges 6. Available means of payment 7. Time for delivery 8. Arrangements for complaint		

	handling		
9.	Information about the right to cancel the online contract (the right of withdrawal)		

FAMILIARITY E-COMMERCE

Base: All respondents

Q16a

Have you ever bought something online?

1 No, I have never done this
2 Yes, I have done this a couple of times
3 Yes, I have done this often

Base: IF Q16a = 2 OR 3

Q16b

Have you ever bought something online?

1 Less than a week ago
2 Between a week and a month ago
3 1-3 months ago
4 3-6 months ago
5 6-12 months ago
6 More than a year ago

FAMILIARITY PRODUCTS

Base: IF X4 = 1

Q17a

Have you ever bought a smartphone, either for yourself or for someone else?

1 No, I have never done this
2 Yes, I have done this a couple of times
3 Yes, I have done this often

Q17b

When did you most recently buy a smartphone, either for yourself or for someone else?

1 Less than a week ago
2 Between a week and a month ago
3 1-3 months ago
4 3-6 months ago
5 6-12 months ago
6 More than a year ago

Base: IF X4 = 2

Q18a

Have you ever streamed or downloaded a movie, music or other content from the internet?

1 No, I have never done this
2 Yes, I have done this a couple of times

3 Yes, I have done this often

Base: IF Q18a = 2 OR 3

Q18b

When did you most recently stream or download a movie, music or other content from the internet?

1 Less than a week ago
2 Between a week and a month ago
3 1-3 months ago
4 3-6 months ago
5 6-12 months ago
6 More than a year ago

POST-QUESTIONNAIRE FOR THE CRD PART

Previously, you read that you were looking for [a smartphone / movie streaming]. The following questions are about this situation. Please read the instructions carefully and answer the questions.

[Based on the product presented above, the questions for the smartphone or for movie streaming are presented]

Movie Streaming

Base: IF X5 = 1 OR 3

Q19a

Imagine that you have paid to watch the movie. You have started watching it that same day. After having watched for three minutes, you decide that this is not the movie for you. Which statement is true?

a) I do not have the right to get my money back.
b) I have the right to get my money back.

Base: IF X5 = 1 OR 3

Q19b

Imagine that you have continued watching the movie. Suddenly, the quality of the movie worsens and the sound disappears. As a result, you are unable to follow the rest of the movie. Your internet connection is working fine and you believe that the problem is due to supplier's fault. What should you do if you follow the information you read on the provider's website?

a) I should do nothing.
b) I should contact the provider's customer support.
c) I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform.
d) I should do something else.

Base: IF X5 = 1 OR 3

Q19c

Imagine that you have contacted the provider to complain about the movie. The provider states that the movie is supplied without any guarantee of quality and refuses to refund the money you paid for the movie. You do not agree with this. What should you do if you follow the information you read on the seller's website?

a) I should do nothing.
b) I should contact the police or go to court.
c) I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform.
d) I should do something else.

Smartphone

Base: IF X5 = 2

Q20a

Imagine that you have bought the smartphone from the online seller. Once it has been delivered to you and you open the package you see that the colour is not what you expected. Which statement is true?

a) I cannot return the smartphone.
b) I can return the smartphone and get my money back.

Base: IF X5 = 2

Q20b

Imagine that, instead, you have bought the smartphone and are pleased with it. However, after you have used it for a few months the microphone suddenly stops working. As a result, the people you call cannot hear you. What should you do if you follow the information you read on the seller's website?

a) I should do nothing.
b) I should contact the seller's customer support and ask them to fix the problem under the
c) I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform.
d) I should do something else.

Base: IF X5 = 2

Q20c

Imagine that you have contacted the seller because of the broken microphone. The seller refuses to solve the problem, blaming you for the defect. You disagree with the seller. What should you do if you follow the information you read on the seller's website?

a) I should do nothing.
b) I should contact the police or go to court.
c) I should submit a complaint to the organisation Catamedia or complain on the EU wide dispute resolution platform.
d) I should do something else.

POST-EXPERIMENT QUESTIONNAIRE

Base: All respondents

HOUSEHOLD SIZE

We would like to ask you some final questions

Q21
Please indicate how many people live in your household, including yourself

PRICE SENSITIVITY / VALUE-CONSCIOUSNESS

Q22
Please indicate how much you agree or disagree with the following statements.

ROWS:
1. I am very concerned about low prices, but I am equally concerned about product quality.
2. When grocery shopping, I compare the prices of different brands to be sure I get the best value for the money.
3. When purchasing a product, I always try to maximize the quality I get for the money I spend.
4. When I buy products, I like to be sure that I am getting my money's worth.
5. I generally shop around for lower prices on products, but they still must meet certain quality requirements before I will buy them.
6. When I shop, I usually compare the "price per ounce" information for brands I normally buy.
7. I always check prices at the grocery store to be sure I get the best value for the money I spend.

COLUMNS:
8. 1 (Strongly disagree)
9. 2
10. 3
11. 4
12. 5
13. 6
14. 7 (Strongly agree)

Q23
Thinking about your household's financial situation, would you say that making ends meet every month is:

1. Very difficult
2. Fairly difficult
3. Neither easy nor difficult
4. Fairly easy
5. Very easy
6. Don't know

EXPERT IN CONSUMER LAW

Q24a
Are you familiar with consumer law?

1. No

2. Yes

Base: If Q24a = 2

Q24b

Have you studied consumer law and/or do you have a job related to consumer law?

1. No
2. Yes

SOCIO-DEMOGRAPHIC QUESTIONS

Base: All respondents

S1

At what stage did you complete your full-time studies?

1. Elementary (primary) school or less
2. Some high (secondary) school
3. Graduation from high (secondary) school
4. Graduation from college, university or other third-level institute
5. Post-graduate degree (Masters, PhD) beyond your initial college degree
6. Still studying full-time
7. Other qualification
8. Refusal

S2

Which of these best describe your current work status?

1. Self-employed
2. Manager
3. Other white collar
4. Blue collar
5. Student
6. House-person and other not in employment
7. Seeking a job
8. Retired

S3

Are you a…?

1. Man
2. Woman

S4

How old are you?

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