



The New Deal for Consumers

What benefits will I get as a consumer?

Fact sheet | April 2018

Věra Jourová

Commissioner for Justice,
Consumers and Gender Equality



Directorate-General for
Justice and Consumers



The New Deal for Consumers will give you stronger consumer rights and additional tools to get redress if your rights are violated.

Reinforcing consumer rights



Protection against unfair commercial practices

Unfair commercial practices are illegal under consumer law. However, EU law currently does not regulate what consumers can get when they are harmed by such practices.

Example: You book a family holiday in a spa hotel. Upon arrival you are told that the spa facilities are closed for renovation.

The **New Deal** will ensure consumers in all Member states have the right to individual remedies (such as financial compensation) when they are affected by unfair commercial practices, for example aggressive or misleading marketing.



Transparency in online marketplaces

You will be informed about who is selling you products or services on online marketplaces and whether the seller is a professional or another consumer. This will make it easier for you to know your rights and to know where to turn in case of problem.

Example: You buy a mountain bike on an online marketplace but it arrives with a damaged frame. What you didn't know is that, in this case, you did not buy from a company but from another private individual. Therefore you do not have the consumer rights you would benefit from when buying from a professional seller; in particular you do not have a legal guarantee if the goods are faulty or the right to change your mind within 14 days.

With the **New Deal for Consumers**, the online marketplace must state clearly whether you buy from a professional or a consumer and whether you are protected under consumer law.



Protection against aggressive doorstep-selling practices

Aggressive and misleading marketing practices are illegal under EU law also for unsolicited commercial visits to a consumer's home and commercial excursions organised by traders for consumers to promote and sell their goods. Such aggressive and misleading practices remain rare among the whole direct-selling sector but in some Member States there have been cases of traders organising visits that involve promoting and selling products in an aggressive manner to vulnerable consumers, such as the elderly. Consumers can withdraw from contracts concluded in such cases within 14 days.

Thanks to the **New Deal**, EU Member States may adopt additional rules on unsolicited visits by a trader to a consumer's home and on commercial excursions. Such additional rules must be justified on grounds of public policy or the protection of private life of consumers.

Example: *Vulnerable consumers, such as elderly citizens, may be targeted by aggressive traders who make unsolicited visits to their home. Such consumers may be made to buy things they don't want or to buy them at excessive prices.*

The **New Deal for Consumers** gives the possibility for Member States to address this issue in their national legislations.



Same consumer rights for "free" digital services

In the same way as you are able to cancel your online contract for a paid digital service within 14 days, you will be able to cancel also contracts under which you do not pay with money but allow trader to use your personal data, e.g. for marketing purposes. You will also receive more information about the main characteristics of such services before concluding the contract.

Example: *A "free" dating application asks you to fill in your name, gender, age, location and email address before you can log in. Of course, you need to select some photos as well as add a short description.*

With the **New Deal for Consumers**, you must be provided with clear information about, for example, the contract duration and termination conditions. You will also have a right to freely cancel your account within 14 days.

Giving consumers the tools to defend their rights



A new tool to obtain collective redress

If a large number of consumers are harmed by the same trader, it will be possible for them to be represented by non-profit organisations. Consumers often do not complain individually if they feel that the process is too complex or that the value of their loss is too small.

Example: *You buy a new smartphone. It is advertised as having a long-lasting battery, but after few months of use, you notice the battery life is getting shorter and shorter, to the extent you need to carry your charger around with you. The trader however ignores your request to replace the battery. You read online that many people are having the same problem as you. When you contact your national consumer organisation, they decide to lodge a representative action against the company. You just need to give them all the details and the consumer organisation will fight the case not only for you but for the others affected as well and eventually will obtain that you get, for example, your phone's battery replaced, a price reduction or a financial settlement.*



Boosting alternative and online dispute resolution

Thanks to the EU, you can already use the Online Dispute Resolution (ODR) Platform to agree with online traders to call on a third party to solve your dispute with these traders. This permits to avoid going to a court, for example by using a specific independent mediator. This platform works for companies based anywhere in the EU and includes free of charge translation in all EU languages.

Example: *You buy a designer watch online. However, when it arrives it is not the watch you saw online but the trader contests this. You can propose this trader to proceed to an online dispute resolution procedure by using the ODR platform.*

With the **New Deal for Consumers**, the Commission will make the ODR Platform more user-friendly and promote the platform among traders.

<https://ec.europa.eu/consumers/odr/>

Ensuring consumers are treated equally across the EU



No more misleading marketing of lower quality products

- A coffee brand sells coffee with less caffeine and more sugar in two countries, with a similar branding
- Frozen fish fingers contain less fish between different countries, while being marketed in basically the same packaging
- Ice tea contains less sugar and artificial sweeteners instead in some countries.

All the above are examples of suspected dual food quality in different EU countries.

With the **New Deal for Consumers**, the Commission is making it explicit in EU law that marketing products in the same branding and packaging, while offering a significantly different product composition without informing the consumer about these differences is an unfair commercial practice. It misleads consumers into believing that they are buying the same product when they are not, and creates unjustified product differentiation on the Single Market.

The Commission has already been working hard on this issue. The Commission's Joint Research Centre, with the support of more than half of the Member States and various stakeholders will coordinate a testing campaign in May 2018. First results are expected by the end of the year.

President Juncker said: *"I cannot accept that in some parts of Europe, [...] people are sold food of lower quality than in other countries, despite the packaging and branding being identical."*