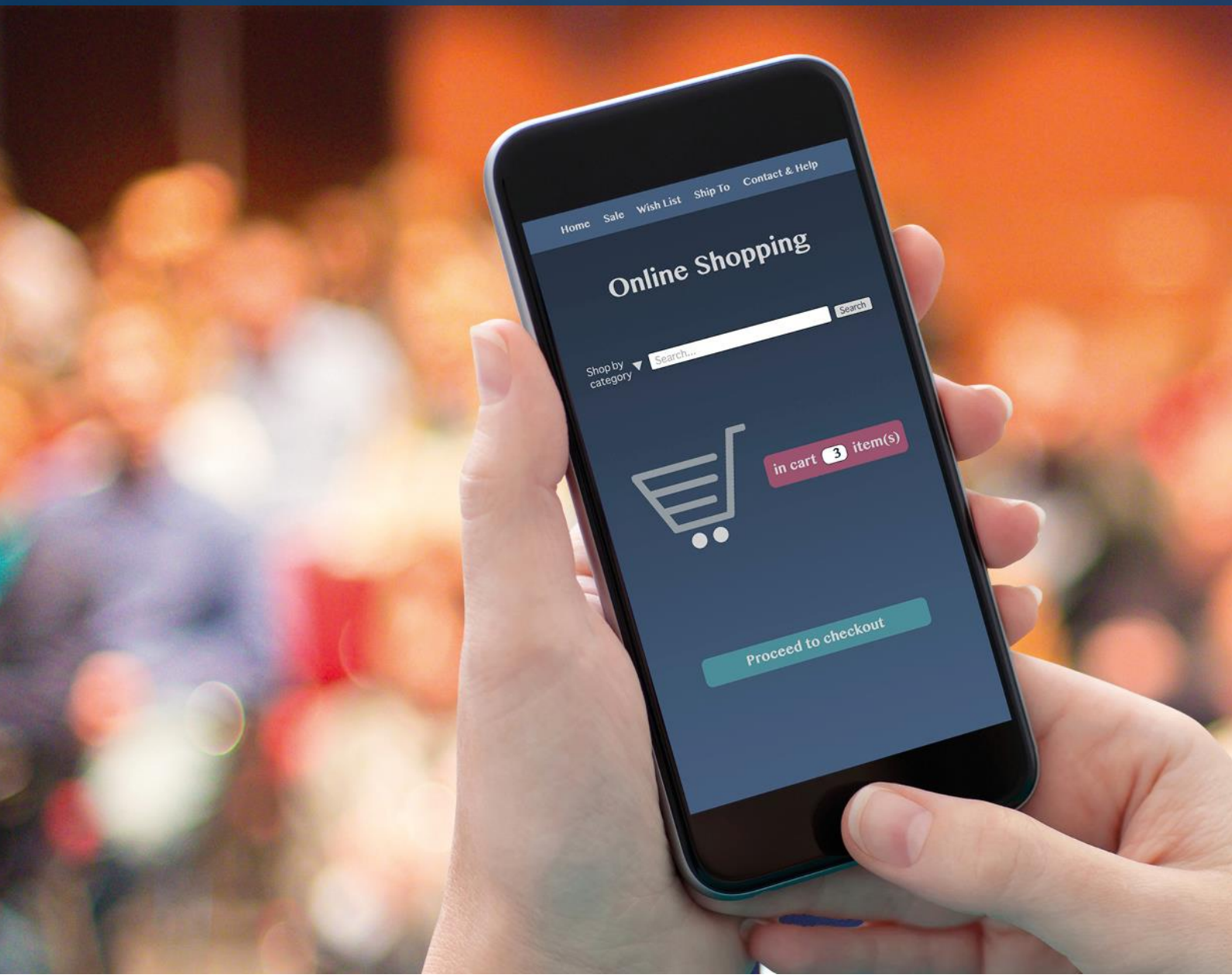
ECOMMERCE EUROPE POSITION PAPER

Policy recommendations
New Deal for Consumers Package - Part I

June 2018



ECOMMERCE EUROPE

INTRODUCTION

On 11 April 2018, the European Commission proposed two Directives that constitute the "New Deal for Consumers", namely:

- A proposal to amend the Council Directive on unfair terms in consumer contracts, the Directive on consumer protection in the indication of the prices of products offered to consumers, the Directive concerning unfair business-to-consumer commercial practices and the Directive on consumer rights. The Commission's aim is to ensure better enforcement and to modernize EU consumer protection rules, in particular in light of digital developments;
- A proposal on representative actions for the protection of the collective interests of consumers and repealing the Injunctions Directive 2009/22/EC. The Commission's aim is to improve tools for stopping illegal practices and facilitating redress for consumers where many of them are victims of the same infringement of their rights, in a mass harm situation.

This position paper covers only the first proposed Directive, while the Collective Redress Directive will be covered in a second position paper. Ecommerce Europe agrees with the Commission on the fact that EU Consumer Law is generally already fit for purpose and need only some targeted adjustments. Some amendments are likely to foster online sales in the European Union by removing current burdensome obligations on online merchants. Nevertheless, Ecommerce Europe questions other adjustments that may ultimately harm businesses.

RECOMMENDATIONS FOR POLICYMAKERS

UNFAIR COMMERCIAL PRACTICES DIRECTIVE

1. Support the removal of information requirement on complaints-handling policies in offers to consumers

The European Commission proposed to amend Article 7.4(d) of the Unfair Commercial Practices Directive (UCPD) in such way that traders making an offer to sell do not have to inform the consumer on their complaints-handling policy in their offer.

Ecommerce Europe welcomes the change in Article 7.4(d) because in the stage of offering and orientation on a product or service, there is no or hardly any need for consumers to be actively informed on the complaints-handling policy of the trader, also because traders - on the basis of Article 6.1(g) of the Consumers Rights Directive (CRD) have to provide actively information on their complaints-handling system and policy on their websites and ordering process before the consumer is bound by any contract. In that perspective, it seems logic that failing to inform on complaints-handling in the stage of offering is no longer seen as an unfair commercial practice.

2. Improve the proposed system for remedies for consumers

The European Commission proposed to include a new Article 11a in the UCPD requiring Member States to ensure that contractual and non-contractual remedies for breaches to the UCPD are available under national law for consumers harmed by unfair commercial practices. Contractual remedies shall include at least the possibility for the consumer to unilaterally terminate the contract and non-contractual

remedies shall include at least the possibility of compensation for damages suffered by the consumer.

As the remedies for consumers for breaches of the UCPD, as well as the legal grounds for compensation of harm and termination of the contract in case of such breaches, differ on national level all over the EU, it is currently very unclear for traders and consumers to assess what remedies in case of unfair commercial practices are available, especially in cross-border relations. In that perspective, Ecommerce Europe welcomes any effort on an EU level to provide for harmonized clear and logic contractual and non-contractual remedies for consumers in case of unfair commercial actions that caused harm to them or made them enter a contract they would not have entered if not being subject to the unfair commercial practice.

However, the proposed Article 11a does not provide for the necessary full harmonization. It only provides for a minimum obligation for Member States to provide for a contractual remedy that allows the consumer to terminate the contract on the one hand and a non-contractual remedy providing for compensation of harm on the other hand. Member States are free to provide for other than the remedies mentioned.

As Ecommerce Europe strongly supports a uniform Single Market and does not see any need for further remedies for consumers subject to unfair commercial practices then (partial) termination of the contract and compensation of harm, it strongly suggests to restrict the obligation for Member States to provide only for the two mentioned remedies in their national law system, thus providing for a uniform, transparent and easy understandable legal framework for remedies for consumers being subject to unfair commercial practices. In that view, Ecommerce Europe would only support a uniform extension of the contractual remedies to price reduction (actio quanti minors).

3. The proposed framework for penalties should be revised

a. The European Commission proposed to replace Article 13 of the UCPD that, amongst other, is strengthening the rules on penalties, defining criteria for the assessment of fines and minimum for maximum of fines for the infringement of specific EU consumer protection directives. For “widespread infringements” and “widespread infringements with a Union dimension”, Member States will have to provide for maximum fines that should not be set below 4% of the infringing trader’s turnover in the Member State or Member States concerned.

   Although Ecommerce Europe generally supports full harmonization of the EU Single Market, it does not support any system of harmonized EU fines or periodic penalty payments before a proper assessment and comparison of the effectiveness of the existing national systems under the CPC Regulation has been made. In the view of Ecommerce Europe, before considering harmonizing the fines or periodic penalty payments, EU legislators should conduct a proper and solid assessment of the effectiveness of the CPC Regulation and the powers it grants to national enforcers. As Ecommerce Europe understands the CPC Regulation, it envisages Member States to provide supervisors with the power to impose penalties, such as minimum fines or periodic penalty payments for infringements under their supervision. The current practice in several Member States however shows that other, less far reaching sanctions, may be more dissuasive than fines. As long as such an assessment of effectiveness will not take place and in accordance with the subsidiarity principle, Member States should be responsible for developing their own enforcement systems and procedures and should be free in the choice of measures they hold for most effective and in the level of fines. Introducing new measures without a proof that the CPC Regulation has not reached its objectives and has not improved overall enforcement would be, in our opinion, premature.

   Ecommerce Europe also does not support any system of fines based on a fully harmonized high-

level minimum threshold for maximum turnover-based fines. In the view of Ecommerce Europe, the concept of fines based on turnover is disproportionate. Although it supports the idea that fines and enforcement measures should be efficient, there is no one-size-fits-all solution. The level of fines or the choice of enforcers to use other measures should be based on relevant factors in concrete individual cases, such as the gravity of the violation, including number of consumers affected, the duration of the violation, the measures the trader has taken to remedy the infringement, the risk the infringement poses to the consumer, the potential economic benefit for the trader and whether the infringement was a mistake based on an understandable misinterpretation of complex consumer legislation or a deliberate act, cross-border impact of the violation, the level in which the infringing trader cooperates with the supervisor or enforcer, etc.

Furthermore, the Commission has not demonstrated that there is a correlation between the level of penalties and the effectiveness of national enforcement system. In practice, this correlation seems absent, as the current Consumer Conditions Scoreboard shows. Member States such as Germany and Austria, that primarily do not impose high penalties, are ranked very high regarding over-all compliance with consumer legislation compared to other countries that use penalties in a more frequent way.

In the view of Ecommerce Europe, the Commission should also consider the fact that currently, a majority of Member States does not provide for turnover-based fines. Only 8 Member States provide for such turnover-based fines. We strongly doubt that there is an automatic correlation between high fines based on % of turnover or other thresholds and the level of compliance in the Member States. There is no evidence for a substantially higher level of compliance in Member States that impose high turn-over based fines compared to Member States with different approaches, especially those with no fines. The same accounts for the presumption that harmonizing fines across the EU will automatically improve compliance and will eliminate more effectively rogue traders or unfair practices.

In that perspective Ecommerce Europe is convinced that an approach laid down in the principles "Advising instead of Fining (in view of penalties)" and "Suit-filing (referring to and opening individual remedies in the context of the UCPD)" would serve far better the aim of better market and industry compliance than high fines would do. This means in our view that enforcement authorities and qualified entities should primary advise and help a non-compliant enterprise to comply, and if compliance is achieved in due time, ensure that there would not be follow up sanctions or injunction actions. To demonstrate the effectiveness of this approach we would like to refer to the Commission's Report on sweep activities[1]: *"In 2015, the Commission coordinated a 'sweep' by 26 Member States, Norway and Iceland to check whether traders complied with pre-contractual information requirements under the CRD for products offered online. While before the sweep only 37 % of websites were found to be compliant, after the sweep 88 % of websites were found to be compliant".* These experiences convince us that compliance can be further improved by reducing the complexity of the rules and assisting serious businesses, especially SMEs, in the interpretation and application of the rules than in imposing fines in cases of misinterpretation of complex rules.

In that view, Ecommerce Europe favors a low level maximum fine on a fixed amount rather than a high level maximum fine based on percentage of turnover.

Furthermore, Ecommerce Europe believes that trustmark schemes help increase, on the one hand, consumer's trust and, on the other hand, enhance compliance with mandatory consumer law. In that perspective, Ecommerce Europe expects from the Commission as well as from the supervisory

[1] http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=COM:2017:259:FIN

authority to support and cooperate with those entities that help online merchants when they do business cross-border, especially SMEs, through tools such as Trustmark schemes (like the Ecommerce Europe Trustmark) and Codes of Conduct.

b. Ecommerce Europe is very positive on the list of criteria administrative authorities or courts shall have to take into account in a uniform way when deciding on whether to impose a penalty and on its level. A uniform approach on assessing fines and the need to impose them on the same criteria all over the EU, will definitely contribute to a better understanding and transparency on supervisors' policies and approaches on fines.

   It remains however unclear from the wording of Article 1(5) whether the list of criteria has an exhaustive character or not. In the view of Ecommerce Europe all relevant circumstances of the infringement should be taken into consideration when assessing whether a fine is appropriate and what level would be proportionate. For instance, the level in which the infringing trader is cooperating with the supervising authority or consumer organizations and the level in which consumers could have taken actions to diminish or avoid any harm. That is why Ecommerce Europe favors a non-exhaustive character of the list of criteria, preferably clearly expressed in the text of the provision.

c. Finally, Ecommerce Europe does not support the proposal to let Member States decide about the allocation of revenues from fines and only having to take into account for this decision the general interest of consumers. The proposal would not only create a non-uniform approach but would also leave open the possibility for Member States to allocate the fines to the supervising authorities and thus create a possibly wrong incentive for supervisors (their own interest instead of the public consumer interest) to act and to impose fines.

4. Clarify the provisions on paid promotional content

The Commission proposed to replace No. 11 of Annex I of the UCPD to make sure that the consumer is properly informed where editorial content or information on a consumer's query is used to promote a product and the trader has paid for this promotion.

Ecommerce Europe overall supports this amendment as it believes that consumers are entitled to transparency on when promotional content and information is paid for by the trader or producer. However, Ecommerce Europe does not support the proposed wording of the article, as it is only restricted to paid promotion, while it is absolutely unclear what is meant by "paid". Consequently, it is unclear what the scope of this rule will be, for instance if it covers only payment in money or also other forms of counter-performance such as free test objects or benefits other than money. Therefore, Ecommerce Europe recommends the Commission to either skip this provision or clarify its scope.

CONSUMER RIGHTS DIRECTIVE

1. Support the changes in the definitions of the CRD and ensure consistency with the Digital Content Directive

a. To bring the Consumer Rights Directive (CRD) in line with the proposed Digital Content Directive, the European Commission proposed definitions for "digital content", "digital service", "contract for the supply of digital content which is not supplied on tangible medium" and "digital service contract". These definitions bring within the scope of the CRD also contracts for the provision of digital content or services for which the consumer does not pay with money but provides for personal data. See point 2 below for the position of Ecommerce Europe on the scope of the CRD and "free" digital

content. The proposed Directive also introduces the definition of "online marketplace" in Article 2 CRD as online marketplaces will be subject to specific additional pre-contractual information requirements under a new Article 6a CRD.

Ecommerce Europe generally supports the change of definitions and the addition of new definitions to bring the CRD in line with the Directive on the supply of digital content and to bring platforms within the scope of the CRD. As the proposal for a Directive on the supply of digital content and the proposal for a Regulation on the relation between platforms and business users are still under discussion, Ecommerce Europe strongly recommends that the definitions will be in line with the definitive wording of the Digital Content Directive and the Platforms Regulation, and thus asks the Commission to provide for a mechanism that will assure that the CRD will be congruent with the two new EU laws.

b. In Article 5 CRD, point (g) and (h) are amended for consistency reasons in order to align with the future Digital Content Directive, covering newly defined digital services and to introduce pre-contractual information requirements about interoperability and functionality of digital content.

Ecommerce Europe basically supports the alignment of the pre-contractual information requirements in the CRD with the future Digital Content Directive. As the Digital Content Directive is still under discussion, Ecommerce Europe again strongly advises the Commission to provide for a mechanism that will assure that the CRD will be congruent with the new Digital Content Directive.

2. The scope of the Consumer Rights Directive should not be extended to "free" digital services

Ecommerce Europe does not support an extension of the scope of the CRD to "free" digital services. As Ecommerce Europe understands the proposal, "free digital services" mean "digital services that are not paid for with money but are paid for by allowing the trader to process the consumers personal data" as possibly foreseen (discussions on this subject are not yet closed) in the future Digital Content Directive.

The aim of the Commission is to ensure pre-contractual transparency for this kind of digital services and grant consumers a right of withdrawal. In the view of Ecommerce Europe, this aim should not be realized in a premature extension of the scope of the CRD as long as there is no decision made on whether these "free" digital services paid for with personal data will fall under the scope of the future Digital Content Directive and as long as the effect of the GDPR on this subject (especially the rules on freely given consent) is unassessed.

Ecommerce Europe advises the EU legislators to firstly assess the effects of the GDPR on digital services not paid for with money but with personal data and then, if this assessment shows a proven need for further regulation (for instance on how to regulate the further use of personal data in case of withdrawal from or termination of the "free" digital service, which in our view is already sufficiently dealt with in the provisions of the GDPR on withdrawal of consent), to do this in alignment with the future Digital Content Directive.

3. Support the opening to more modern means of communications between traders and consumers

The Commission proposed to replace Article 6 point (c) to allow traders to also offer other means of online communication than telephone or e-mail, which will ensure that consumers can effectively communicate with the trader. Ecommerce Europe welcomes this proposal because it will allow traders to use current modern online communication methods and, at the same time, it will also cover future

means of online communication, thanks to the open character and principle-based approach of this provision.

4. The proposed rules on transparency for marketplaces should remain proportionate and not lead to disclosure of trade secrets

The Commission proposed a new Article 6a CRD to introduce specific additional pre-contractual information requirements for online marketplaces concerning: a) the criteria used for ranking offers presented to the consumer as a result of his search query; b) whether the seller offering the product is a trader or not; c) whether EU consumer law applies to the contract; d) if the contract is concluded with a trader, which trader is responsible for ensuring EU law contractual consumer rights.

a. Ecommerce Europe generally favors transparency in B2C contract relations, therefore it welcomes a provision allowing consumers to have information on the criteria for ranking, as long as the marketplace is not forced to disclose essential trade or business information which are for obvious reasons secret (i.e. algorithms). The provision should therefore be further specified by imposing a limit to this obligation.

b. With regard to transparency in the contractual relation when buying from an intermediation platform, Ecommerce Europe in principle believes that consumers should easily be able to know whether the good or service is sold by the marketplace itself or by a seller acting on this marketplace. In that perspective, Ecommerce Europe misses in the requirements essential information on whether the platform is selling by itself or if a third-party seller is selling, and who will be liable for (non-) compliance with the concluded contract.

c. Ecommerce Europe also believes that consumers should easily be able to know whether the seller is a trader or not. In particular, Ecommerce Europe supports the proposed approach on the basis of a declaration sent by the third-party seller to the marketplace. Obliging the platforms to perform screenings by themselves would be practically impossible and burdensome.

d. The information obligation proposed under point (d) on “which trader is responsible for ensuring the application of consumer rights stemming from Union consumer legislation” is confusing and unclear (it seems also applicable when EU consumer legislation is not applicable) and Ecommerce Europe does not see how this provision would contribute to the protection of consumers buying on or via a platform. Furthermore, Ecommerce Europe is not convinced that the obligation to provide for this information should always be on the platform, as it is not easy for marketplaces to assess whether EU law will be applicable on the contract and which trader will be responsible for compliance with EU consumer legislation (when applicable). It seems more logic and less burdensome that this information will be provided to the consumer by the trader itself and not by the platform. In that perspective, Ecommerce Europe pleads for a more balanced information obligation.

Furthermore, it is unclear what the consequences will be for platforms, and traders or consumers selling via platforms, in case of non-compliance with these information obligations and who will be liable when third-parties acting on the platform provide for false declarations on their status as a trader.

Finally, Ecommerce Europe also believes that parts of the mandatory pre-contractual information to be given by the trader to the consumer based on the CRD, could as well be given to the consumer by the platform, in an easily accessible way. Especially general mandatory information, which is equal for all traders, could be provided for by the platform, while specific mandatory traders information should be given to the consumer by the trader, thus lessening the information burden for every individual trader acting on the platform. Ecommerce Europe would welcome a provision in this Article allowing general

mandatory information to be provided for by the platform.

As the proposal on Article 6a CRD leaves too many open questions, Ecommerce Europe strongly suggests reconsidering Article 6a in order to bring more balance in the information obligations and to give more clarity and guidance on the consequences of non-compliance with the proposed information obligations.

5. Support the proposal to reduce pre-contractual information requirements in case of distance communication with limited space or time to display

The European Commission proposed to replace Article 8(4) to limit the information requirements and the sending of the model withdrawal form when using means of distance communication to conclude the contract, which allow only limited space or time for the provision of this information, including telephone calls. In such situations, traders are allowed to limit their information obligation to the most essential information. The trader will be allowed to provide the other - less essential - obligatory information and the model withdrawal form to consumers through other means, such as its website or included in the contract confirmation on a durable medium.

Ecommerce Europe welcomes this proposal because it acknowledges the fact that modern distant communication devices often have very limited space to display any information and that it would not be appropriate to oblige traders to show extensive information on these devices, especially when there are other online and offline means of communication available that can provide in an easily accessible and less burdensome way the information the consumer needs.

6. Support the refusal of the consumer's right of withdrawal in case goods have been used more than allowed to check and test them as it would have been allowed in an offline shop

The European Commission proposed a new point (n) to Article 16 of the Consumer Rights Directive (CRD), in order to remove burdensome obligations on online merchants when a consumer exercises his right of withdrawal under specific circumstances. Ecommerce Europe does not question the consumers' right of withdrawal. This right has undoubtedly significantly improved the situation of consumers in distance selling. However, the current provision specifying that the consumer is allowed to withdraw from the contract even after the goods have been used more than what is allowed in an offline store is, in practice, a real burden for online shops and created a high level of uncertainty for both the consumer and the trader. It mostly led to an unsolvable discussion about the diminished value of the goods caused by this "overuse" which the trader was allowed to charge the consumer for.

That is why Ecommerce Europe believes that the proposed changes in Article 2(9)(3) will have an overall positive impact on the exercise of the right to withdraw for consumers while avoiding disproportionate burdens on the trader. It is a clear and simple rule that allows consumers to be fully compensated when they return goods without any discussion on diminished value.

As regard to the level the consumer is allowed to use the goods during the withdrawal period, recital 47 of the Consumer Rights Directive (CRD) provides a number of clarifications on the permitted use of goods. Ecommerce Europe fully supports the basic rule that the consumer should only handle and inspect the goods in the same manner that he would be allowed to do in an offline shop. Preferably, for the sake of clarity, this rule should be included directly in Article 14 (CRD). This will also benefit consumers as it will clarify how to exercise their right of withdrawal, without risking not be fully compensated for the returned good. Finally, Ecommerce Europe believes that under the new provision

the current Article 14.2 CRD on liability for diminished value needs to be reconsidered to ensure alignment with the new provision in Article 16(n).

7. Support the proposed removal of the duty for traders to reimburse consumers before the reception of the good they returned in case of withdrawal

The Commission proposed to replace Article 13(3) CRD, so that in case of sales contracts - unless the trader has offered to collect the goods himself - the trader may withhold the reimbursement until he has received the goods back. Consequently, the trader will always be entitled to withhold the reimbursement until the returned goods have arrived and the trader has had a chance to inspect them.

Ecommerce Europe fully supports the proposed removal of the duty for traders to reimburse consumers in case of withdrawal before the reception of the returned good, which is a real burden especially for SMEs. This proposal will allow traders to better mitigate the risk of financial loss, by avoiding reimbursing consumers while not being sure that they will receive the returned good. It will also allow them to refuse reimbursement when an assessment of the returned good clearly shows that a consumer used it more than what is allowed in an offline shop. The current provision allowing reimbursement before reception of the returned good causes unnecessary and complicated requests for refunding of the reimbursed amount in cases when the trader did not receive the goods back that had to be returned.

8. Support the proposed exemptions on the right of withdrawal for service contracts and contracts for the supply of digital content

The Commission also proposed exemptions on the right of withdrawal for service contracts and contracts for the supply of digital content (Article 2(9) of the proposed directive).

a. The proposed Article 16(a) CRD on the exemption for service contracts after the service has been fully performed if the performance has begun with the consumer's prior consent, no longer needs the consumer to acknowledge that he loses his right of withdrawal once the service is fully performed.

   Ecommerce Europe welcomes this proposal because in practice it was very burdensome for traders on the one hand to ask the consumer's permission to start the performance and to inform him on the fact that he will lose his withdrawal right as soon as the service has been fully performed and, on the other hand, ask the consumer a statement to acknowledge that he will lose his withdrawal right after full completion. Bringing back the trader's obligation to only ask for permission to start the performance and to clearly inform the consumer about the consequences will undoubtedly contribute to an easier order process and thus to a better consumer experience.

b. The amended Article 16(m) CRD provides for an exemption from the withdrawal right in case of digital content supplied on a tangible medium against payment, where the consumer has given prior consent to begin the performance before the end of the withdrawal period and acknowledged that he loses his withdrawal right once the service is fully performed. The Commission proposed that this provision should only applicable to paid (with money) digital content.

   As there will be no consequences or payment obligations for the consumer (in case he decides to withdraw afterwards from the contract to supply digital content) when starting to perform a free service during the withdrawal period, Ecommerce Europe welcomes the proposal as a logic adjustment of the current provision that obliges traders to go through an unnecessary and burdensome consent process before starting to deliver unpaid services to consumers.

9. The obligation for consumers to refrain from using digital content or service after the termination of the contract should start from the moment when a consumer has sent his decision to withdraw and should be further specified

The Commission proposed to replace Article 14(2) CRD to align it with the future Digital Content Directive. The proposed article stipulates that, in case of withdrawal from a digital content service contract, the consumer shall refrain from using the digital content or digital service and from making it available to third parties.

Ecommerce Europe supports this amendment as it provides for a logic and clear rule on the obligations of the consumer in case of withdrawal from a digital content or service contract and how to deal with it after withdrawal. The proposed provision stipulates the start of the obligation of not using the digital content or service anymore "after the termination of the contract". However, Ecommerce Europe believes that this moment should start on the day when the consumer has sent his decision to withdraw from the contract to the trader, in accordance with Article 11 CRD. Therefore, Ecommerce Europe strongly recommends replacing "after the termination of the contract" with "after the consumer has sent his decision to withdraw from the contract to the trader in accordance with Article 11".

Furthermore, the proposed provision does not define what the consequences will be for the consumer if he does not refrain from using the digital content or service after the withdrawal. It is unclear if, for instance, it makes the withdrawal request void or if it will create an obligation to compensate the provider of the digital content or service for the harm occurred to him because of the continued use. Therefore, Ecommerce Europe would recommend introducing a clear rule defining the consequences for the consumer in case of continued use of digital content or service after withdrawal.

10. Support the removal of any reference to fax numbers from the withdrawal forms

Annex I CRD is amended to delete any reference or obligation to inform about fax numbers in the Model instructions for withdrawal and in the Model withdrawal form. As fax is practically no longer used in business or business-to-consumer communications, Ecommerce Europe supports the deletion of any obligation to inform about a device that is basically no longer used to communicate.

11. Strengthening the rules on penalties, criteria for assessment of fines

The Commission proposed to amend Article 24 CRD to introduce (in the same way as in the UCPD) a list of common, non-exhaustive criteria for assessing the gravity of infringements (except for minor ones). Please refer to point 3 under the Chapter Unfair Commercial Practices Directive (pages 4-5).

UNFAIR CONTRACT TERMS DIRECTIVE

1. Strengthening the rules on penalties, criteria for assessment of fines

The Commission proposed a new Article 8b (in the same way as in the UCPD) in the Unfair Contract Terms Directive (UCTD) to introduce a list of common, non-exhaustive criteria for assessing the gravity of infringements (except for minor ones). Please refer to point 3 under the Chapter Unfair Commercial Practices Directive (pages 4-5).

PRICE INDICATION DIRECTIVE

1. Strengthening the rules on penalties, criteria for assessment of fines

The Commission proposed to replace Article 8 of the Price Indication Directive (in the same way as in the UCPD) to introduce a list of common, non-exhaustive criteria for assessing the gravity of infringements (except for minor ones). Please refer to point 3 under the Chapter Unfair Commercial Practices Directive (pages 4-5).

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