

Consumer Protection in Austria and Europe

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European Consumer Centre Austria
www.europakonsument.at

European Consumer Centres Network (ECC-Net)

- Founded in the 1990s by the European Union
- 30 Members (28 Member States of the EU plus Iceland and Norway)
- Co-Financed by the European Commission and National Governments
- www.youtube.com/watch?v=Qh16cg7jf9Q&feature=youtu.be



European Consumer Centres Network (ECC-Net)

Austria

Belgium

Bulgaria

Croatia

Republic of Cyprus

Czech Republic

Denmark

Estonia

Finland

France

Germany

Greece

Hungary

Ireland

Italy

Latvia

Lithuania

Luxembourg

Malta

Netherlands

Poland

Portugal

Romania

Slovakia

Slovenia

Spain

Sweden

United Kingdom

Iceland

Norway

European Consumer Centre Austria

- Hosted by the National Consumer Association (Verein für Konsumenteninformation VKI)
- Office premises in Vienna and Innsbruck
- 12 Staff Members



What is our mission ?

- **Information**

We inform consumers of their rights under European and national consumer legislation.

- **Assistance**

We assist consumers in case of cross-border complaints with traders and try to reach an out of court settlement.

- **Advantage**

Interconnected offices with immediate knowledge of the national legal systems

How do we inform and assist consumers ?

- Personal counselling at our offices in Vienna and Innsbruck
- Telephone advice hotline available in Austria 01 588 77 81
- Email advice info@europakonsument.at
- Information and advice on our website www.europakonsument.at
- Online complaint form where consumers from Austria and Europe can send us their complaint in an easy way directly online
- Sample Letters
- Leaflets
- Interviews and Press Releases (Print, Radio, Television)

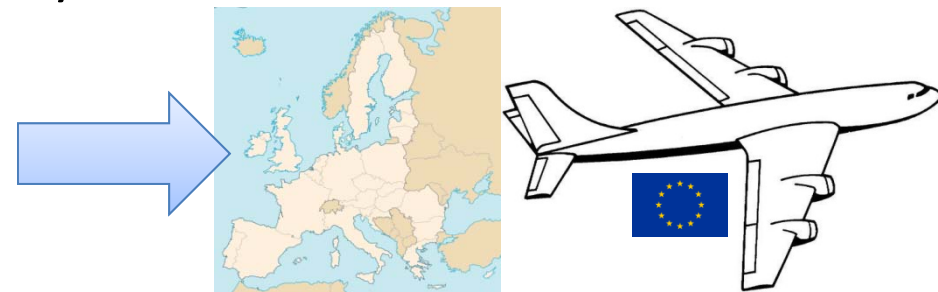
Air Travel

A consumer from Japan migrated to Bulgaria for professional reasons. Her parents visited her last year in April. Their return flight was scheduled from Sofia to Frankfurt and from Frankfurt to Tokyo. Unfortunately the flight from Sofia to Frankfurt was cancelled. The Japanese couple was re-routed to Tokyo via Munich, Frankfurt and Osaka reaching their final destination two days later.

Air Passenger Rights Regulation EC 261/2004

Applies to

- passengers booked on flights departing from airports within the EU, Iceland and Norway
- passengers booked on flights from a third country into the EU, Iceland and Norway if operated by an EU-carrier.



Air Passenger Rights Regulation EC 261/2004

In the case of denied boarding , flight cancellation or flight delay passengers are entitled to:

- Re-routing or reimbursement of the ticket price
- Assistance, such as food and refreshments, a hotel room if necessary, transport between hotel and airport, two free phone calls/faxes/e-mails
- Payment of a compensation

Air Passenger Rights Regulation EC 261/2004

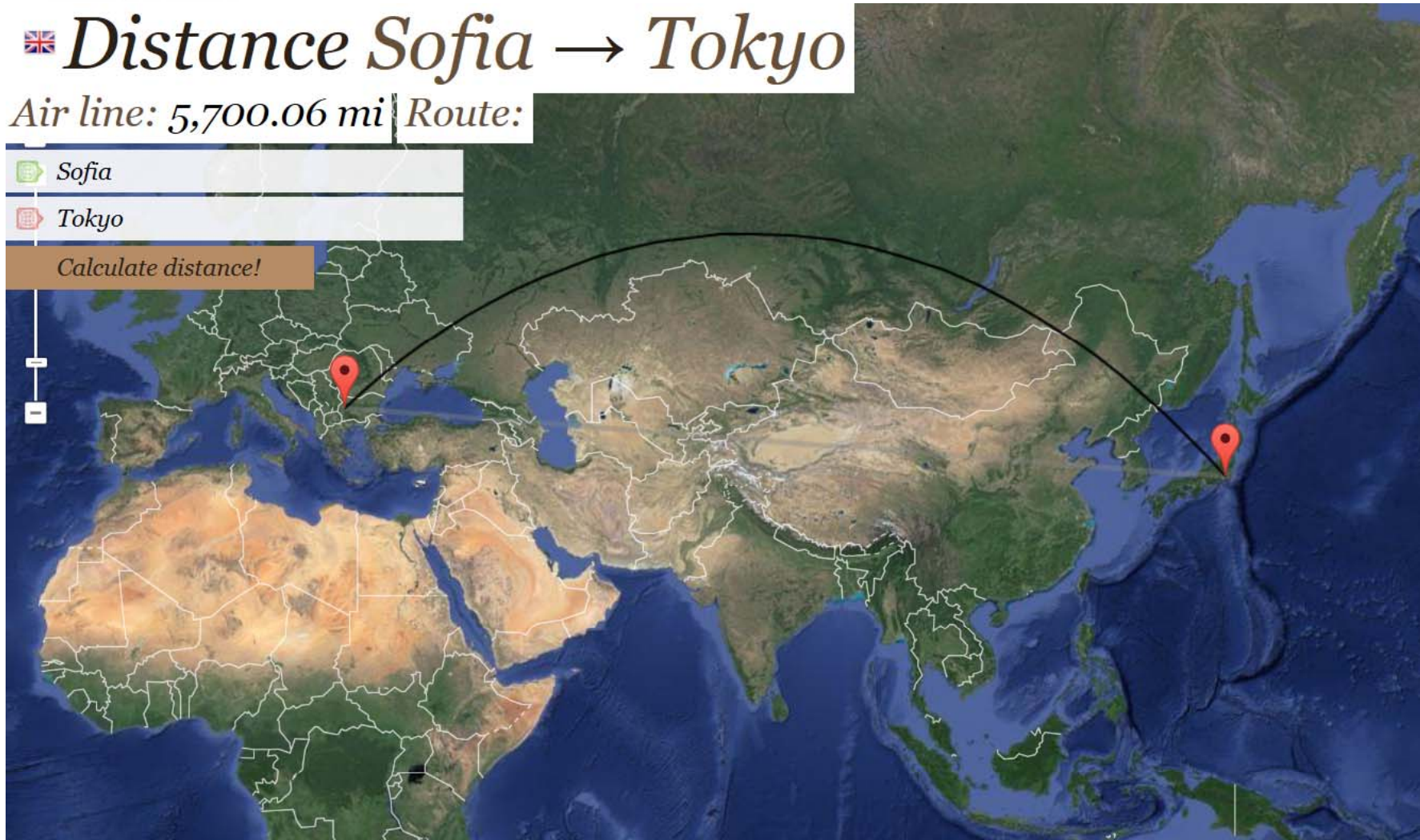
In order to evaluate the amount of compensation due, it is necessary to check the distance of the flight. In general the compensation is:

- € 250,- for flights up to 1.500km
- € 400,- for longer flights within the EU and other flights between 1.500km and 3.500km
- € 600,- for flights longer than 3.500km outside the EU

🇬🇧 *Distance Sofia → Tokyo*

Air line: 5,700.06 mi | Route:

Calculate distance!



Damaged, Delayed and Lost Luggage

A family flew from Rome to Vienna. When arriving in Vienna the family noticed that the checked-in baby carriage had been damaged.

A consumer flew from Vienna to Oslo to go on a hiking trip. When he arrived in Oslo his luggage did not arrive. The consumer had to buy toiletries, clothes and hiking equipment to start his already organized hiking trip. He had to spent € 414,- and got his luggage back when he checked-in for the return flight.

Montreal Convention

- Property irregularity report (PIR) on spot
- Obligation to contact the air carrier in writing (damaged luggage 7 days upon receipt, delayed luggage 21 days upon receipt)
- Luggage not found after 21 days = considered lost
- For all of the 3 types of baggage mishandling there is a maximum liability for damages of 1131 SDR (special drawing rights, about € 1400,-)

Booking a Flight Online

- Total price of the ticket - including all compulsory elements such as taxes and charges - must be visible from the start.
- Optional supplements (Travel Insurance, Car Rental) on an opt-in basis only, no “pre-ticked” boxes are allowed.
- In case you have to cancel your flight, the airline is obliged to refund taxes, airport charges, surcharges for security and fuel.

Rail Passenger Rights Regulation EC 1371/2007

In case you arrive behind schedule for a long time you are entitled to a payment of compensation

- 25% of the ticket price if the train was delayed 60-119 minutes
- 50% of the ticket price if the train was delayed 120 minutes or more

Danger at Destinations

A family booked a package holiday to Assuan in Egypt. Due to recent terrorist attacks they do not wish to fly to Assuan.

A family booked a package holiday to Greece. 4 days before the start of their vacation a major forest fire breaks out on the island the family was supposed to stay.

Both families contacted us to ask whether they can cancel their package holiday costfree.

Danger at Destinations

Safety hazards (Political riots, terrorist attacks, natural disasters) can lead to a free cancellation of the contract.

The requirements to cancel costfree are

- Unpredictable event
- Safety hazard occurring in your place of destination and before the exact dates of your trip
- No reasonable alternative journey offered by the tour operator or the airline

ECC Austria offers a telephone hotline with regards to Safety Hazards available in Austria under 01 588 77 63.

Shopping Online

A consumer ordered a Mohair coat online from the company Gucci from Italy. It was sent to her holiday house in Styria. The coat did not fit, the consumer sent it back to the trader. The company Gucci did not accept the withdrawal and sent the coat back to the holiday house in Styria. The consumer was not present anymore as she stayed at the holiday house only during her Christmas holidays. The coat was sent back to Italy again.



Consumer Rights Directive EC 2011/83

- Right to withdraw from a contract within 14 days after receiving the product.
- Withdrawal of a contract has to be made in writing
- Effects of withdrawal: Consumer has to return the product to the trader on his costs unless the trader has agreed to bear the costs or the trader failed to inform the consumer to pay for the returning. The trader has to reimburse all payments received (the price of the article as well as costs for the wrapping and the delivery to the consumer).

Exceptions from the right of withdrawal

- Supply of goods made to the consumer's specifications (e.g. tailor-made clothes, furniture produced according to individual request and measurement).
- Catering (e.g. pizza delivery service) or services related to leisure activities (e.g. booking of flights, hotel rooms, package travel or concert tickets).
- Supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

Subscriptions

- A consumer took out a subscription for 6 months on a dating website in order to find a girlfriend. The subscription was renewed for another year. The consumer already got married in the meantime and did not want to pay for another year.
- A consumer flew to Africa and bought a comprehensive travel insurance for 1 year. The insurance provider renewed the travel insurance for another year without informing the consumer.
- A consumer concluded a one year membership to a golf club near Vienna for € 960,-. After some months the consumer developed serious health problems and could not play golf for some time. The golf club renewed the membership automatically.

Austrian Consumer Protection Act

- According to Austrian law a trader has to inform the consumer in a separate email or letter about the possibility to cancel the contract prior to the renewal or extension of the contract.
- If the trader does not inform the consumer accordingly, the renewal of the subscription is considered null and void.
- In the cases mentioned above the consumers were not informed correctly and thus were not bound to the renewed subscriptions.

Route Planner Case

A consumer tried to find a route to travel by car from Vienna to Budapest. He found a route planner website. Before he could search for the route he had to enter his personal data and afterwards was able to find a suitable route to Budapest. He happily stayed in Budapest over the weekend with his family. When he returned to Austria he received an invoice of € 96,- from the company operating the route planner website.

Consumer Rights Directive EC 2011/83

According to Austrian and European Legislation the online trader has to inform the consumer about the costs of his services. This has to be done with a button with the words “*order with obligation to pay*”.



Suspicious Reminders

- A consumer received an email from the company “Canon” informing him that he has to pay for the purchased digital camera. Further details would be in an attached ZIP file.
- A consumer received an email from the company “UPS” informing him that a parcel could not be delivered to him. Further details to collect the parcel would be in the attached ZIP file.

Suspicious Reminders

- Beware of ZIP files. Those attached files actually include malware which could attack your computer. You should never open them.
- Pay attention to the sender's address. In most cases, the mail address of the sender has nothing to do with the alleged company (e.g. UPS or Canon). The companies names are misused.
- Report the cases to the European Consumer Centre Austria

Fireplace Case

A married couple visited the construction fair in Vienna in February 2014. They signed a contract with a trader to construct a fireplace in their living room for € 7700,-. The fire place was produced by the company and constructed by a subcontractor. The subcontractor had no experience in constructing, he had no water level with him and could not read the construction plan correctly. In the end the fire place was totally out of square/lopsided.

Fireplace Case



Vienna, 11th March 2015

Legal Guarantee

- A trader is liable for goods or services being free of any defects at the time of delivery or handover to you as a consumer.
- The consumer has the right to claim a repair or replacement respectively price reduction or withdrawal of the contract.
- Deadlines for filing warranty claims = 2 years for movable items and 3 years for immovable property.

Real Estate Agents

A real estate agent who acted as an intermediary in the conclusion of a rental contract for a limited period of three years, requests the sum of 2000 Euro from the tenant as commission. The agency contract concluded between the tenant and the real estate agent foresees a commission of two monthly rents. Is this claim lawful?

Real Estate Agents

Real estate agents are allowed to ask for a commission for the mediation of the tenancy:

- 1 month's rent for tenancy agreements limited to three years
- 2 months rent for tenancy agreements with a limitation of more than three years or unlimited time

Deposit

- A landlord can ask for a deposit (one to three monthly rents is standard in Austria).
- Tenants have to pay for damages, they do not have to pay for normal wear and tear/abrasion.
- When you move into your new room or apartment, we recommend you take photos to document the state of the property. This may help you get back your deposit afterwards, if the landlord claims money for renovation or repairs.

Duration of a Rental Contract

A landlord and a tenant conclude a contract for an apartment with the contract duration limited to one year. Is this possible?

Leases granted for the use of apartments can only be limited to three years. If an agreement is made for one year, the Austrian law foresees that a contract with no limitation is concluded.

In general, a rental contract for an apartment with a duration of 3 years can be cancelled by the tenant after one year with a cancellation period of 3 months.

General Advice regarding rental contracts

- We recommend that you have an expert check your tenancy contract before signing it. The following organisations can check your rental contract:
- National Consumer Association (VKI), Tenants Association
- Attorney at Law Mag. Daniela Lakovic B.A, Laudongasse 25/9
1080 Vienna, Tel.: +43(01) 406-11-60 , office@lakovic.at
Mrs. Lakovic can also assist when buying property in Austria.

Minimum Contract Duration of a Phone Contract

**A consumer concludes a mobile phone contract with a trader.
The trader foresees a contract duration of 2 years. Do you think
it is lawful ?**

Yes it is lawful. The minimum contract duration can be two years.
If the contract is cancelled before this time, the trader can ask
you to pay the service charge until the end of the two year
period.

Data Volume of a Phone Contract

A consumer concluded a mobile phone contract. The calling plan also consists of a data volume for mobile internet in the amount of 1 GB. The consumer uses 3 GB and receives a bill of € 800,- for exceeding the data volume of 2 GB. Is the phone bill lawful ?

The answer is no. According to the Austrian Telecommunication Act the trader is obliged to stop the internet connection as soon as an amount of € 60,- is reached. Only if you give your consent to further usage, the trader would be allowed to demand higher costs.

Relocation Case

An ambassador relocated from Brussels to Vienna. He concluded a contract with a Belgian relocation company. Upon arrival the ambassador noticed that his furniture had been damaged. The trader argued that the furniture was already damaged before the transportation to Vienna.

Relocation Case

- The United Nations Convention on the Contract for the International Carriage of Goods by Road does not apply to furniture removal.
- The removal of furniture has to be assessed regarding national tort law.
- We advise to always conclude insurances and to always document the condition of the furniture before transporting it to another country (photographs). Furthermore you should check the furniture for damages as soon as it is delivered to your new apartment or house.

Art. 20 (2) of the Services Directive

Different treatment based on **nationality** or **place of residence** by service providers is prohibited within the European Union.

The different treatment is only permissible if the difference is justified by objective criteria.

Car Rental Case



An Austrian consumer attempted to make a car rental reservation for her holiday in Hawaii through the German version of a website of a multi-national car rental company, to no avail. The consumer was re-directed to an Austrian version of the website where the price requested for the identical offer was much higher.

Cruise Case

An Austrian family wanted to book a cruise via the German website of an Italian based Cruise Company. The company refused the booking as the family had no place of residence in Germany and re-directed the family to the Austrian website. The price for the totally identical cabin was € 1650,- higher. The family was frustrated and disappointed.

United Nations Women's Guild Vienna



Vienna, 11th March 2015

Changed Business Practice

Cruise Case

After an intervention by the ECC-Net the company answered that they never wanted to discriminate consumers and that from November 2012 onwards Austrian and European consumers can also book their cruises on the German website and can benefit from cheaper offers. This is a good example of a large company changing to an internal market friendly policy.

United Nations Women's Guild Vienna



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Thank you for your attention

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