



# The European Online Marketplace Consumer Complaints 2010-2011

## Checklist for consumers

### 1. Know who you are dealing with

- Try to shop on a familiar or recommended site and make sure you have the name and full contact details, including postal address, of the web trader so you know who you are dealing with. Do not rely on just an e-mail address or a post officebox.
- Don't assume that a website is based in the country indicated by its web address e.g. '.ie' does not necessarily mean the website is based in Ireland.
- Remember: If you shop from websites based outside the EU your European consumer rights will not apply and you may face unexpected customs and tax bills!

### 2. Do your homework

- Beware of sites that have only recently been set up. Fraudulent sites come and go very quickly.
- Always research the background of unfamiliar web traders before purchase. A simple internet search should reveal any negative feedback about the trader left by other consumers but be aware that some unscrupulous traders may also leave false positive feedback about themselves, especially on their own websites.
- Web based fraudsters may also pay for search advertising so that their sites appear at the top of search results. Don't be fooled by a prominent search engine ranking.

### 3. Pay Safely

- Never send cash or use a money-wiring service because you will have no recourse if something goes wrong. You usually enjoy more protection if you use a credit card.
- Make sure you use a secure website to enter credit card information. Look for a closed padlock symbol in the bottom right of the browser window and for the website address to begin with "https://".
- Make sure your computer has up-to-date anti-virus software and a firewall installed.

### 4. Avoid Scams

- Never, ever, reply to unsolicited emails (spam) and be careful when clicking links in emails to avoid potential threats such as phishing.
- Watch out for tell tale signs of scams: promises of huge rewards such as lottery winnings, messages stating urgent action is required to claim your winnings, and requests for upfront payment or private information. Be sceptical of all unsolicited contact and remember if it sounds too good to be true, it generally is.
- Do not disclose personal information that is not necessary to complete a transaction. Certain personal details, combined with your credit card number, could lead to identity theft!
- Avoid buying counterfeit goods. Such products are often dangerous or of poor quality and it can be very difficult to get redress should something go wrong. Bear in mind the sale of fake goods is illegal and is often linked to organised crime.

### 5. Understand your commitment

Always read the small print and know exactly what you are agreeing to before going ahead with the contract. In particular, ensure you are aware of the trader's cancellation and returns policies.

**Use the Howard Online Shopping Assistant tool available on the websites of ECC-Net to find out when, and where, a website was registered and other background information.**

#### If things go wrong....

- Make a complaint to the web trader in writing.
- Make screenshots during the selling procedure in order to keep records of all steps that have been taken.
- Keep copies of all correspondence exchanged and screenshots of anything unusual.
- If you receive no satisfaction from a trader located in another EU country or Norway and Iceland, contact your nearest ECC for further advice and assistance.



## Checklist for traders

If you sell products or services to consumers through a website you must meet certain legal obligations. These rules apply whether you are a large established company or just starting out. They may differ according to the country of residence of the consumer so you should be aware of national laws!

**These obligations include:**

### 1. General requirements under consumer law

- Products or services must be of a certain standard.
- Descriptions of and details about the item or service must be true.
- If a product is faulty, consumers can request a repair, replacement, or refund up to twenty-four months from the date of purchase.

**In addition to your obligations under consumer law**, specific rules apply to distance selling (where you take orders remotely from consumers, be it from your website, email, phone, or fax).

### 2. Distance selling rules

- Apply to business to consumer transactions.
- Specify that certain information must be given to consumers before the contract is enforceable.
- Allow consumers to cancel orders within a specific period, and require you to inform them how they can do this.
- In online sales a cooling off period is a major requirement of consumer legislation. Directive 97/7/EC gives consumers at least seven working days to cancel their orders without a reason. The length of the cooling off period differs between the Member States and some Member States gives up to 15 days to cancel the order. The consumer is obliged only to pay for the cost of returning the goods. The cooling off period does not apply to customised products, perishable goods, and accommodation for specific dates. **See page 25, Figure 4.1** in the report. Overview per country of cooling off period and the contractual party who covers the return costs.

### 3. Information requirements

Your ordering and delivery process must give visitors information about:

- Your business, including full contact details.
- Their order.
- The delivery costs involved.
- How to cancel.

### 4. Data protection

Traders have obligations to protect their consumers' data. You will need a privacy statement if you collect personal data such as in order forms, feedback forms etc. by using cookies or other tracking devices, or via users' IP or email addresses.



The ECC-Network is co-funded by the European Commission DG Health and Consumers and by the Member States. The report has been coordinated and written by the following ECC offices on behalf of the European Consumer Centres' network.

*ECC Netherlands*

*ECC Lithuania*

*ECC Ireland*

*ECC Sweden*