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[From the Editor]

Bad news travels fast

The Consumer Markets Scoreboard published by the EU towards the end of October gives us an idea of how consumers feel they are faring in 50 essential areas of the consumer market. The Scoreboard indicates that Finnish consumers are unhappy with the market performance of ICT goods, car insurance, books, magazines and newspapers as well as furniture and furnishings clearly more frequently than their counterparts in other EU Member States.

The Scoreboard also shows that unfair practices of companies expose European consumers to actual losses. Losses reported by European consumers, as a result of problems for which they had cause for a complaint, in total represent approx. 0.3% of the EU's GDP. More than one half of the consumers complain to a retailer or a service provider. Only 8% of them address their complaint directly to a manufacturer, and the share of those contacting the authorities or consumer organisations is equally low.

The worrying aspect of this is that one out of five consumers do not complain, even if they feel they have cause to do so. If, for some reason or other, consumers fail to give feedback on problems they encounter, the markets will not function properly or promote consumer welfare.

Even if no complaints were received by companies, this does not mean that consumers would swallow their indignation quietly: more than one out four tells friends or family about their bad experiences, which also spread rapidly across Internet chat rooms.

For this reason, it would be worthwhile for companies to think about how they could channel the feedback of unhappy customers so that they could respond to it. One easy way is to keep the company's contact information where it is easy for the customers to find. Companies should also have working systems for processing feedback. Hopefully, as many on-line shops as possible will also reach out for the quality symbol developed by Verkkoteollisuus, the umbrella organisation for Finnish on-line businesses.

Anja Peltonen
Director

“Koti TV” is not free

When launching a new service, you should stick to the great features of the service as your selling points. The advertising campaign of Koti TV stumbled over elementary mistakes.

Sonera's new Koti TV entertainment service was promoted in newspaper advertisements for example as follows: "Congratulations, you lucky duck! Koti TV now available for Sonera's broadband customers for €0/24months" or: "Sonera Koti TV – the most versatile entertainment service in Finland – Completely free - Koti TV €0/month".

This campaign gave the Finnish Consumer Agency cause to reiterate the basic rules of marketing to Sonera.

The advertisements contained no information about the properties of the main product, even if it involved a new and rather complex type of service. If any information on the service was provided at all, it was printed in small lettering and mixed in with the terms and conditions of the offer.

In an advertisement for individual consumer goods for which a price is indicated, the main features of the product should be described at the very least. When marketing a generic product like milk, you can get away with a minimum level of information, whereas the properties of more complex and recently launched goods must be explained in more detailed, as stated in the preliminary work for the Consumer Protection Act.

A fee charged for a free service

As its principal message, the advertisement emphasised in large lettering an additional benefit, or the claim that the monthly charges were "free". A product or service may not be advertised as free, if it is not actually free. Neither should an additional benefit be allowed to take over the entire advertisement. A number of examples of these basic points can be found in the legal practice of both the Supreme Court and the Market Court. Additionally, more detailed provisions on this matter were included in the Consumer Protection Act a few years ago on the basis of the Unfair Commercial Practice (UCP) Directive.

The Koti TV offer only applies to new customers, and you can only qualify for it by committing yourself to a fixed-term broadband contract of 24 months. The service is not free, because the customer is required to pay a delivery charge for Koti TV in any case. In final analysis, only the monthly charges of the service are "free" over a certain period. If the customer cancels his or her broadband connection in the middle of the Koti TV contractual term, he or she will be required to pay monthly charges for the remainder of the term.

Don't forget your magnifying glass and calculator

Terms and important pricing information had been included in the advertisement in a very small print. A Market Court ruling on a similar matter exists from 2004. The requirement of displaying clear price information laid down in the Decree on Indication of Prices is not met if the prices are shown in a small print and, additionally, in connection with the terms and restrictions of an offer.

The pricing information was also fragmented. For example, the advertisement said "No monthly charges for 24 months to new Koti TV customers, service delivery charge €20,16 will be charged normally", "normal service prices: Koti TV €10.03/month" and "For example, Broadband Extra normally from €25.90/month + connection fee €130.06". There was no reference to the total price of the entertainment service and broadband connection offered as

a combined package. This would be required both by the Consumer Protection Act and the Decree on Indication of Prices.

KUV 6652/41/2010

Leaf's tree campaign brought to the Market Court

The more bags of sweets you buy, the more trees will be planted, was the claim on the sweet packet. However, the number of trees to be planted had been agreed before the start of the campaign.

The front of Malaco Truly sweet bags manufactured by Leaf proclaimed: "Buy three bags of Malaco Truly at once and plant a tree!" The reverse of the bag said: "When you buy three Malaco Truly bags at once, Malaco and Plant for the Planet will plant one tree. The more you buy, the more trees we will plant! We need the environment and the environment needs us." Consumers were instructed to send three sweet bag bar codes to Leaf together with a flyer printed out on their website.

In reality the Leaf Group had, before the campaign even started, committed to planting 133,000 trees in the Billion Tree Campaign of Plant for the Planet, in which Finland's share was 33,000. In other words, the number of bar codes returned had no relevance to the number of trees planted. Leaf reported to the Finnish Consumer Agency that some 40 campaign fliers only were returned to them in Finland.

The corporate social responsibility programmes of businesses naturally deserve our support. The companies can inform consumers about these in their image and product advertising, but marketing must be truthful. The campaign may, for example, promise that a certain sum of money for each product bought during a set period will be used to support a cause.

Marketing must not be misleading to consumers, which the campaign in question was. The claims made about the correlation between the number of purchases and the number of trees planted during the campaign had no truthful foundation, and their only aim was to increase sales.

The Finnish Consumer Ombudsman brought Leaf Suomi Oy's campaign to the Market Court in October 2010. The petition demanded that the company be forbidden to give inaccurate or misleading information about how the consumer's purchasing decisions affect the amount of money the company spends on supporting environmental or social activities. It also demanded that a conditional fine of EUR 100,000 be imposed to ensure compliance with this ban.

KUV 6427/43/2010

Obscure environmental claims associated with a perfume

Consumers are increasingly concerned and aware of the state of the environment. This awareness should not be depreciated by using obscure and unjustified environmental claims.

Stockmann department store advertised a perfume named Pure DKNY in the national daily Helsingin Sanomat as follows: "Pure DKNY scent wishes to contribute to promoting

environmental protection and sustainable development. The novelty scent is a state of mind, a way of existing and living responsibly".

The company explained to the Finnish Consumer Agency that these claims are based on environmental friendliness of the packaging materials and production methods of the vanilla used in the perfume.

Just because the packaging is environmentally friendly, this does not make the entire product ecological. Similarly, if the production of one minor ingredient of the product is associated with promoting humanitarian values, the entire product cannot be marketed as "responsible".

All industrial products have at least some negative environmental impacts. The raw materials, manufacturing process, transport and use of the product as well as product waste have many kinds of impacts on the environment.

Generalised environmental claims can usually only be used if the entire life span of the product has been examined. In that case, the product must clearly be more environmentally friendly than its competitors. This is why ecological claims should be as accurate and clear as possible.

The meaning of the expression "the novelty perfume is a way of existing and living responsibly" was left completely ambiguous. The advertisement also stated that the scent "wishes" to contribute to promoting environmental protection and sustainable development. In addition to the wishing, it did not contain any concrete information about the product or measures the manufacturer may have taken to benefit the environment. It did not even refer to a website where the consumer could find additional information.

KUV 2026/41/2010

Standards slipping in car marketing

A month-long crackdown on car advertising showed that many ads lacked information on fuel consumption and CO2 emissions, or these figures were presented incorrectly.

A duty to give the consumption and emission data of cars was laid down in the Finnish legislation as early as in 2000 in a decree based on an EU Directive. The 2009 policy document on indicating the price of new car orders drafted by the Finnish Consumer Agency and Autotuojat, the umbrella organisation for Finnish car dealers, clearly explains how the estimated extent of car tax calculated on the basis of CO2 emissions and EU combined fuel consumption figures should be given.

In the national daily Helsingin Sanomat, such as the advertisements of Veljekset Laakkonen Oy did not give the fuel consumption and CO2 emission figures of BMW X1 xDrive 20 dA model, even if this model was referred to in the advertisement.

The specific fuel consumption figures were not given for Skoda Yet and Skoda Fabia Combi, as this information was presented as a range of values. However, the individual consumption and emission figures of a car referred to in an advertisement should be given.

The consumption and emission data of the Mini range were given as 'from' values. An advertisement must either give the consumption figures for all models, or the range between the best and poorest consumption figures. The consumption and emission data of a certain model must be based on the option or modification that represents the highest values in its group.

The advertisement provided the consumption and emission figures for the BMW Business range, but these were printed in a small font. However, the Finnish Consumer Agency pointed out to the advertiser that this information must be at least as visible as the main part of any other information in the advertisement.

KUV 807/41/2010

Oil heating presented as an ecological option

Partial truths in a table comparing home heating alternatives made oil heating look climate friendly.

Teboil home heating oil was advertised using a table that compared such data as the CO₂ emissions of various heating alternatives. The table implied that carbon dioxide emissions from oil heating would be lower than those from pellet heating.

This table was misleading and should have mentioned the fact that burning pellets does not increase atmospheric carbon, and that pellets are a carbon neutral fuel. In a decree of the Ministry of Trade and Industry, the carbon dioxide emissions of biomass are defined as carbon neutral. The fuel classification of Statistics Finland also shows wood chips as a biofuel whose carbon dioxide emissions are not included in the total emissions of Finland.

This definition is based on the fact that the carbon dioxide in biomass would in any case be released in the atmosphere, for example as felling waste decomposes. The carbon dioxide thus released is bound into new growth in the forest. It does not increase the amount of carbon dioxide in the atmosphere similarly to fossil fuels.

KUV 10298/41/2010

The right of withdrawal also applies to on-line auctions

A company must comply with distance marketing regulations, also when selling its products through an on-line auction.

Huuto.net is a popular on-line bidding forum where consumers are mainly trading with other consumers. To this type of trading, the rules of distance marketing are not applicable.

The sellers also include traders who must comply with the rules of distance marketing, regardless of where the sale is made. The Finnish Consumer Agency observed, however, that some of the business traders in Huuto.net had introduced terms and conditions that violated the regulations.

The Agency reminded Huuto.net that as a service provider, it is responsible for the material on its site. This is why it must ensure that business customers have been adequately informed of legal requirements applicable to them, such as providing the company's contact information, sending order confirmations and the right of withdrawal.

Huuto.net added to the sites of each individual company and in for sale advertisements of the companies the notification "This seller is a company, and the usual legislation and regulations of on-line trade apply to its sales. Click here for details of terms and conditions". When you click on the link, you are informed of the fact that a company's individual terms can

never take precedence over the rules of Huuto.net and the Finnish law. At the same time, the visitors are urged to visit the website of the Finnish Consumer Agency to get acquainted with consumer rights.

KUV/3424/41/2010

Discounts for senior citizens and non-military servicemen?

Over the years, Instrumentarium has been running advertising campaigns in which the consumer is granted a discount on the price of spectacles based on their age. Joensuu Jokipojat sports club, on the other hand, offered discounts on match tickets to those doing their military service, but not for those in non-military service. Is this discrimination?

A company is free to select its customers and to offer various benefits to different customer groups. The framework for this freedom is, however, provided by anti-discrimination legislation. Consumers may not be discriminated against based on such features as their gender, age or ethnic origin.

Some years ago, the Finnish Consumer Agency looked at Instrumentarium's age campaign. At that time, it was considered that the advertising was not about a general pricing principle based on age. It involved a short-term benefit offered to a certain target group in connection with a periodically repeated campaign.

Since that time, however, amendments have been made in the legislation. Marketing provisions of the Consumer Protection Act have been made more detailed, for example as regards the precise criteria for assessing what is a breach of good practice. A much clearer emphasis is placed on fundamental rights.

The campaign was considered as a whole

Age-based discounts are not categorically banned. Even in public services, various discounts are conceded to children, students and pensioners, as these groups usually have less money at their disposal than the working-age population. In its response, Instrumentarium referred to a study indicating that with increasing age, vision problems requiring spectacles multiply.

Instrumentarium's age-based discount campaign contains both elements of discrimination and justifications that speak for its legality. The campaign unquestionably puts consumers into an unequal position based on their age. On the other hand, the campaigns were of short duration, even though repeated. Senior citizens are not continuously offered cheaper spectacles than younger people. The campaign also aimed at balancing out the average differences in the cost of buying spectacles between the ageing and younger consumers.

The Finnish Consumer Agency considered that in this case, there were acceptable justifications for treating various consumer groups differently. As a result, the campaign was not illegal when considered as a whole.

Non-military servicemen left out

Ice hockey club Joensuu Kiekko marketed match tickets for the 2009-1010 regular season of Jokipojat on its website. The price list indicated that students, pensioners, unemployed

persons and military servicemen would be given a discount of 2 euros on the normal ticket price. The Finnish Consumer Agency was contacted to ask why non-military servicemen were not given a discount.

Joensuun Kiekko reported to the Consumer Agency that the discount also applies to non-military servicemen and added this information onto its website.

KUV 9528/41/2009, KUV/9125/41/2009

An advance payment is a risk for a festival-goer

If the finances of a festival are shaky, selling advance tickets may be unacceptable.

In the spring, it was claimed in the media that the organisers of Kaustinen Folk Music Festival were encountering financial difficulties. It was even said that the festival might not take place at all. Regardless of this, tickets were sold in advance, with a sizeable discount on the ticket price as a lure.

For a consumer, paying in advance is a risky method of payment. In many cases, it may also be unacceptable and in breach of the Consumer Protection Act. If the seller ceases to operate, obtaining a refund will be difficult. Those consumers who have paid in advance by cash are in a particularly vulnerable position. Those having paid by a credit card can demand a refund from their credit card company.

The organisers of the event, the Folk Music Foundation, stated that the festival would take place in any case, even if it had to be organised by volunteers and the programme had to be curtailed. The advance tickets would be valid, even if a change of organisers took place.

If a significant change takes place in the contents of an event compared to what was advertised, consumers have the right to have the money they paid for their tickets refunded, the Finnish Consumer Agency pointed out. Such changes may include changes of performers and a reduction in the number of concerts. If the event is cancelled, those consumers who purchased a ticket in advance will naturally be entitled to a refund.

KUV 3358/41/2010

Remuneration for private copying should not be extended

The continuous evolvement of technology and markets causes problems not only for copyright holders but also for consumers. Remuneration for private copying is the most essential aspect of copyright legislation affecting consumers.

Copyright organisations have proposed that from the beginning of 2011, the scope of application of remuneration for private copying would also apply to external hard disks, other external memory devices, computers and mobile phones. The organisations have also proposed increasing the rate for digital audio and video recording media.

The Finnish Consumer Agency notes that a decrease in the sum accumulated from this remuneration alone is not a reason for extending its scope. Contributing factors to this decrease include a drop in the sales volumes and prices of recording media. Additionally,

Spotify and Nokia Comes with Music, which are subject to fixed pricing, are now increasingly popular.

We should also bear in mind that the remuneration paid to copyright holders in Finland included in device prices diminish the funds that the consumers could spend on payable content. Device prices are also dictated by the market. If they are cheaper abroad, the consumers will buy their devices there. Excessive remunerations, in other words, are a disadvantage to consumers, device manufacturers and copyright holders alike.

The effects of using technical protection measures should also be taken into account in the remuneration. The effects of protection measures on private copying should be studied, as the Finnish Consumer Agency has suggested on several occasions. The Copyright Act bans overriding protections and private reproduction of works. As this is banned by the law, no duty to pay a remuneration can exist, either.

The disservice to copyright holders should also be taken into account when determining the remuneration for private copying. A typical situation where a single user saves a music file on several platforms for listening in various environments does not affect the copyright holder as reduced sales. The consumer could hardly be expected to buy several recordings, for example to listen to one of them in the car and the other at home.

The future of remuneration for private copying subject to a wider examination

A long-awaited study on the future of remuneration for private copying has been completed at the Ministry of Education and Culture. The plan is to maintain the main parts of the current remuneration system in their present form, while such details as the position of the Private Copying Unit and reproduction studies commissioned by it will be examined further. This report covers many aspects that are vital for the consumers, such as the significance of using technical protections. This is a positive trend for those who fund the remuneration, or the consumers. The Finnish Consumer Agency feels that the most sustainable option would be to achieve EU level solutions or legislation on remuneration for private copying.

KUV 8427/48/2010, 9658/48/2010

Looking for new regular customers

When an advertisement is dominated by bonuses and benefits, you are marketing a regular customer scheme. In that case, basic information on joining must be provided.

The S Group ran a high-profile advertising campaign on the front page of the national daily Helsingin Sanomat for their double bonus benefit. Regular customer benefits may be marketed to various target groups using different methods. When doing so, the media used for the advertising is a crucial factor. If the promotion targets regular customers in such as a customer magazine, it is not necessary to provide basic information on the regular customer scheme.

As in this case, the media used was a national newspaper, the regular customer scheme was also marketed to those consumers who do not yet have a bonus card. This is why the advertisement should have provided basic information on becoming a regular customer, including the possible joining fee, the lower limit of obtaining any benefits and whether customers have to give their consent to the processing of their personal data in order to receive benefits.

The refunds and bonuses conceded to a regular customer are additional benefits. Under the Consumer Protection Act, additional benefits may not dominate an advertisement. In the

advertisements examined by the Finnish Consumer Agency, the main message was the additional benefit, or double bonuses. On the other hand, they did not advertise S Group products. A special offer for coffee had only been placed at the bottom of the page as a lure. In other words, this advertisement only set out to market the regular customer scheme.

One of the advertisements marketed both products and a double bonus. The latter was not the main message of the advertisement, however. All advertisements contained a table describing the double bonus percentages and the associated amount of purchases in euros. The table was partly ambiguous. It did not clearly show if double bonuses were available for purchases made on Sundays only, or as shown in the table, for the entire amount of accumulated purchases.

KUV 562/412010

Storm water charge risking to become a hidden tax

A reference to keeping storm water charges reasonable should be added in the Land Use and Building Act. Provisions of the Act on Water Services should be honed to reach the same level of detail as those on other services of general interest.

Currently, the processing of rain and snowmelt waters is at least to some extent covered by the property tax. No proposals have been made to lay down legal provisions on reasonable storm water charges. The issue is only referred to in the government proposal. If reasonable and fair charges are not referred to in the Act, storm water charges may become a new tax-like housing charge, the extent of which is beyond the consumers' control.

In its statement to the Working Group on amending the Act on Water Services, the Finnish Consumer Agency also stated that in case of water supply, the standard refunds discussed in the final report are too low. They do not cover the actual losses suffered by consumers in cases of interrupted water supply. In this respect, as the model should be used the Communications Market Act, in which standard refunds have been more fairly specified.

Supervision must be centralised

At the moment, compliance with the Act on Water Services is supervised by several authorities. In its final report, the Working Group decided that it is not necessary to specify the competence to supervise in greater detail between the authorities. A situation of this type is always awkward in terms of the consumer's legal protection.

Supervising that water supply charges are kept at a reasonable level, for example, does not seem to be clearly within the competence of any authority under the Act. Consequently, further consideration should be given to centralising the supervision of water supply to the Finnish Energy Market Authority. This would be a natural step, as the Energy Market Authority currently has a similar supervisory mandate regarding the pricing of another service of general interest, or electricity transfer.

KUV 5176/48/2010

The UCP Directive added more detail to the Act

The EU Directive on Unfair Commercial Practices was implemented in Finland in 2008. This Directive did not change the foundations of consumer protection legislation, but it has proven useful in the details.

The European Parliament set out to analyse the impacts of the UCP Directive. This Directive necessitated few changes in the Finnish marketing regulation, as the Finnish Consumer Protection Act contained provisions on unfair and misleading marketing from the start.

Based on the Directive, the new Act contains a provision on inappropriate action in a customer relationship, or the way a business operates after closing a deal. It has proven useful, and so has the detailed list of unfair commercial practices implemented under the Directive, the Finnish Consumer Agency reported to the European Parliament.

The European Parliament was interested in misleading cross-border marketing, as this is certainly to some extent experienced as a problem in all Member States. In Finland, misleading marketing of health products and mobile entertainment services in particular has been encountered.

The aim of the EU's CPC network is to make compliance with consumer legislation more effective within the Union. Obtaining results this way, however, will be time-consuming.

Concern over on-line pricing

With reference to the European Parliament's enquiry concerning on-line advertising, the Finnish Consumer Agency reported that misleading advertising of prices is common on the Internet. In the marketing of mobile telephone connections, for example, short-term special prices are emphasised, failing to provide the total price of fixed-term contracts. Total prices including all additional costs are not always given for flights. Opticians may only indicate the prices of frames or lenses, not the total prices of spectacles. Giving the prices of kitchen furnishings and house packages has also caused problems. Policies have been drawn up for sectors presenting problems, negotiations have been held with entrepreneurs' organisations and individual cases have been brought to the Market Court.

So far, consumers have rarely contacted the Finnish Consumer Agency about such issues as hidden advertising in blogs. Hidden advertising occurs especially on gaming sites for children. Advertisers have been urged to remove obvious advertisements and straightforward incitements to buy products directed at children.

More development needed

Certain thematic areas of the UCP Directive need further work, the Finnish Consumer Agency noted to the European Parliament. For example, the Directive requires efficient intervention in problems and non-compliance. This will not be possible unless new and fast methods with the possibility of sanctions are developed for the consumer protection authorities.

The Finnish Consumer Protection Act has contained a provision on promotional competitions since the beginning, or from 1978. This provision has been important for such groups as children and teenagers, who often are enticed to buy a product in order to take part in a draw. It has now been proposed that this provision be removed from the Act due to an European Court ruling. In its decision, the European Court considered that a blanket ban of this type is a breach of the UCP Directive.

The Consumer Agency also proposed that the scope of the Directive be extended to the marketing of public services.

KUV 4671/48/2010

Financial matters on the table in the EU

In the depths of the financial crisis, the EU is talking about community-wide financial supervision. In this issue, consumer representatives should have a genuine possibility of exerting their influence. The idea of guaranteeing basic banking services for citizens has also gained foothold.

EU level legislation should be passed on basic banking services for the citizens, the Finnish Consumer Agency noted to the EU Commission in a public hearing on this issue. The Agency explained the situation in Finland, where national legislation already exists on basic banking services.

Basic banking services comprise a current account and a cash card. A shortcoming that still remains in the basic services guaranteed by the Finnish law is that a real-time debit card and on-line banking ID are not within its scope. A bank may refuse to provide these to a consumer with a bad credit record, even if they cannot be used to exceed your bank balance.

Indebted consumers are also asked to pay higher service fees. In Finland, banking fees are considerably smaller when using on-line banking than when visiting a branch. And as the number of e-invoices that can only be processed by on-line banking goes up, the amount of service fees indebted consumers are asked to pay increases accordingly.

On the other hand, it is vital to also have legislation to safeguard basic services for those citizens who are unable to use on-line banking services, such as many elderly people.

The consumers' voice should be heard in financial supervision

The Finnish Act on the Financial Supervisory Authority is about to be amended. The objective of this amendment is to incorporate in the Act the impacts of the future European financial supervision mechanism on the activities of the Finnish Financial Supervisory Authority.

Coordinated EU level financial supervision merits support. The legal position of customers should not become more vulnerable, however, nor should the possibilities of consumer representatives to exert an influence on legislation be undermined, the Finnish Consumer Agency stressed in its statement to the Ministry of Finance.

Under current legislation, the Consumer Ombudsman and the Financial Supervisory Authority consult each other before introducing more stringent control measures. No changes are at the moment proposed in this procedure. In national supervision, the consumer perspective will continue to be taken into consideration.

At the European level, it seems that the possibilities of the Consumer Ombudsman to exert influence in the drafting of new regulations will be reduced. The draft states that the Board of the Financial Supervisory Authority should hear consumer representatives about the objectives of supervision, their implementation and the budget. According to the Finnish Consumer Agency, a hearing that mainly takes place at the level of annual reports is not adequate.

The Finnish Consumer Agency finds it necessary to put in place a centralised, EU level supervision mechanism. Improving customer protection in particular is crucial. Despite the good starting points of the proposal, there is a risk that procedures that work at the practical level will not be introduced for improving the legal position of consumers. When national Ministries and Parliaments are given less scope in drafting regulations, the opportunities of parties that are heard in the national legislative process, such as consumer authorities, to exert influence are also undermined.

Setting up so-called stakeholder groups that work inside the European supervisory authorities is not adequate. A procedure ensuring that consumer representatives are heard at such an early stage that achieving changes in the contents of regulation is still possible should also be created at the national level.

KUV 9648/48/2010, 7554/48/2010



The task of the Finnish Consumer Agency is to safeguard and strengthen consumers' position in society. The Director General of the Consumer Agency also acts as the Consumer Ombudsman, and the Ombudsman's tasks are included in the activities of the Agency.

The Ombudsman's responsibilities are to monitor and enhance the legal position of consumers, and to ensure that marketing and contractual terms comply with the rules. Matters concerning warranties and collections from consumers are also within the Ombudsman's jurisdiction. The Ombudsman may also assist consumers in court.

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