

The Consumer Voice in Europe

## BEUC'S RECOMMENDATIONS FOR CONSUMER-FRIENDLY CONTRACT SUMMARY TEMPLATES

In the European Electronic Communications Code



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## Why it matters to consumers

Contracts with electronic communication services providers can be complex for consumers. This complexity has proven to put consumers in a difficult and disadvantageous position towards operators and impedes easy comparison of offers from the same or other providers. BEUC welcomes contract summary templates because, if designed with consumers' needs in mind, they can help consumers compare offers, including bundled offers, more easily and choose the best deal for them.

## Summary

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In this paper, BEUC presents recommendations to the European Commission to have telecom contract summary templates that serve consumers' needs. BEUC recommends the European Commission to:

1. Learn from other sectors, particularly consumer law, financial services and energy; and from Member States in which contract summary templates in the telecoms sector exist.
2. Issue dedicated templates for different electronic communications services, while ensuring the principles outlined below apply to all contract summary templates.
3. Ensure a consistent and prescriptive approach to guarantee that consumers can truly compare and take decisions without being misled.
4. Deliver consumer protection by default and by design.
5. Clarify what durable medium to use.
6. Ensure timeliness and accessibility of the templates.
7. Work on promotion, close supervision and strong enforcement.

### BEUC Recommendations

**BEUC – The European Consumer Organisation** is the umbrella organisation that represents more than 40 independent national consumer organisations from 32 European countries.

The European Electronic Communications Code<sup>1</sup> (EECC) requires the Commission to adopt “implementing acts specifying a contract summary template...[for] providers” by 21 December 2019. BEUC welcomed the opportunity to express our views at the workshop the European Commission organised on 14 February 2019.<sup>2</sup> This paper outlines BEUC's specific recommendations for contract summary templates in the electronic communications sector.

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<sup>1</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L.2018.321.01.0036.01.ENG>

<sup>2</sup> <https://ec.europa.eu/digital-single-market/en/news/workshop-contract-summary-template-be-used-providers-electronic-communications-services>

## 1. Learning from experience

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### 1.1. Learning from experience in other sectors

BEUC has extensive experience and expertise about the content and design of pre-contractual information and contractual terms and conditions, for example in the areas of consumer law, financial services and energy.

#### a) Consumer law

Horizontal consumer law provides for a set of general pre-contractual requirements that apply without prejudice to sector-specific legislation. They are mainly defined in the [Consumer Rights Directive](#) (Directive 2011/83/EU) separately for on-premises contracts (art. 5(1)) and for off-premises and distance contracts (art. 6(1)). They need to be provided to the consumer in a clear and comprehensible manner, directly before the consumer places an order. This information is binding on both parties and forms an integral part of the distance or off-premises contract. It shall not be altered unless the contracting parties expressly agree otherwise.

Information requirements are also laid down in art. 7(4) of the [Unfair Commercial Practices Directive](#) (Directive 2005/29/EC), which requires that an invitation to purchase contains certain information.

The Unfair Contract Terms Directive (Directive 1993/13/ EEC) provides standards for the transparency and fairness of consumer contract clauses.

In a recent legislative proposal<sup>3</sup>, published in the framework of the 'New Deal for Consumers', the European Commission proposed to introduce additional information requirements that would apply specifically to the online market place (see new art. 6a to be introduced into the Consumer Rights Directive). Within the political agreement reached during the trilogue negotiations<sup>4</sup>, it was decided that two of those requirements would also apply under the Unfair Commercial Practices Directive. They will apply to all commercial practices that occur before (including during advertising or marketing), throughout and after a business-to-consumer transaction. On 17 April 2019, the European Parliament approved the deal. Once the Council confirms it, which is only a formality, it will become EU law.

#### b) Financial Services

There are several templates that have over the years been established by EU law in the financial services area. Below, we offer some examples that can serve as inspiration for the European Commission in the telecoms sector. The examples show that consumer testing is essential.

##### *Pre-contractual Consumer Credit Information*

The [Consumer Credit Directive](#) (Directive 2008/48/EC) established in its Articles 5 et seq. and Annexes II and III a Standard European Consumer Credit Information template (SECCI) and conditions that must be fulfilled, such as the type of information that has to be provided, a requirement for providing the form on paper or in another durable medium

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<sup>3</sup> Proposal for a directive on better enforcement and modernisation of EU consumer protection rules ([COM\(2018\) 185 final](#)).

<sup>4</sup> <https://www.consilium.europa.eu/media/38907/st08021-en19.pdf>

or the draft credit agreement (upon request). The objectives are very similar to those of the EECC.

According to the information provided by BEUC members, in many cases consumer credit providers and intermediaries (such as retail shops that offer payment in instalments or with overdraft credit) do not provide the pre-contractual information to consumers in due time before signing the credit contract. Quite often the information sheet is provided once the contract is signed, which means it does not fulfil its purpose of helping consumers to compare credit products across providers and choosing the most convenient ones. The Commission is currently evaluating the directive which may result in its review.

#### *The European Standardised Information Sheet (ESIS) for mortgage credit*

The [Mortgage Credit Directive](#) (Directive 2014/17/EU) set forth in its article 14 on pre-contractual information and Annex II a standardised information sheet prior to entering a mortgage credit agreement as well as instructions on how to fill in the template.

Before the adoption of the Mortgage Credit Directive, evidence collected by the Commission indicated that European consumers did not necessarily have all the necessary information in order to make a decision and, even if consumers did have the relevant information, they did not necessarily understand it.<sup>5</sup>

It is worth mentioning that the ESIS was developed before the adoption of the Mortgage Credit Directive, as a voluntary pre-contractual information sheet. At the time it was consumer tested.

#### *Fee Information Document and Statement of Fees*

The [Payment Accounts Directive](#) (Directive 2014/92/EU) set up rules for a Fee Information Document and a Glossary (article 4), and a Statement of Fees (article 5). The Directive had tasked the European Commission to adopt [Implementing Regulation 2018/34](#) to present a Fee Information Document template and [Implementing Regulation 2018/33](#) to partially standardise the terminology linked to bank/payment accounts (between 10-20 most used services) and establish a standardised format of the Statement of Fees, as well as instructions to fill them in. The Commission based the implementing acts on the [draft technical standards developed by the European Banking Authority](#) in consultation with national authorities and following consumer testing.<sup>6</sup> Qualitative and quantitative consumer tests were conducted in several Member States. The objectives behind these templates are similar to those under the EECC, i.e. to help consumers to compare offers, understand applicable fees, shop around and easily switch providers.

The Commission is currently conducting an evaluation of the Directive which must be finalised in autumn this year.<sup>7</sup>

#### *Key Information Documents on Investment Products*

[Regulation \(EU\) No 1286/2014](#) laid down rules on key information documents (KID) for retail investors when buying Packaged Retail and Insurance-based Investment Products (PRIIPs).

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<sup>5</sup> See for example, Eurobarometer survey from 2005 [https://eur-lex.europa.eu/resource.html?uri=cellar:b29bfb32-f8e5-4aef-97ab-666593cccdad.0001.01/DOC\\_1&format=PDF](https://eur-lex.europa.eu/resource.html?uri=cellar:b29bfb32-f8e5-4aef-97ab-666593cccdad.0001.01/DOC_1&format=PDF)

<sup>6</sup> <https://eba.europa.eu/-/eba-publishes-final-draft-technical-standards-under-the-payment-accounts-directive-to-enhance-transparency-and-comparison-of-payment-account-fees>

<sup>7</sup> See Art 28 of the Directive

Before the entry into force of relevant provisions, the European Commission requested [a consumer testing study](#). The study concluded that "[s]impler approaches were associated with better comprehension of key information than complex approaches". These included the ways in which costs are shown in investment products. After testing different models, researchers recommended the best approach following a clear methodology.<sup>8</sup>

The consumer testing exercise included insights on consumer understanding of different elements of the key information document and how to help resolve certain confusions. For example, the study recommended to resort to "clear and consistent terminology" and avoid using acronyms or abbreviations.

The Commission's evaluation of the KID is expected this year. Having an evaluation is important to improve templates. For example, BEUC is not happy with the fact that KID is not complete and features some misleading information. More specifically, evidence shows that the future performance scenarios for investment products are often incorrect and over-optimistic.<sup>9</sup> Besides that, information on past performance is missing. We consider that this is an important information that can help consumers choose the right products.

#### *Insurance product information document*

The [Insurance Distribution Directive](#) (Directive (EU) 2016/97) set up rules on pre-contractual information on insurance products (articles 18 et seq.) as a result of which the European Commission adopted [Implementing Regulation 2017/1469](#). The technical regulation was based on the draft implementing technical standards prepared by the European Insurance and Occupational Pensions Authority (EIOPA) following consultations and [a consumer testing and design work study](#).

#### **c) Energy**

Consumers also encounter difficulties to understand terms and conditions related to their energy contracts. There is very often a lack of clarity on the conditions for contract renewal, the consequences of terminating a contract or the reasons for changing conditions by the supplier. The complexity increases with offers including bonuses, discounts, bundled offers and dynamic pricing.

A recent study on ["Pre-contractual information and billing in the energy market – improved clarity and comparability"](#)<sup>10</sup> (2018) made recommendations for the standardisation of pre-contractual information and bills, the design for "increased clarity and comparability", switching and price comparison tools. The study included an online behavioural experiment in conjunction with consumer surveys per EU Member State, Norway and Iceland. With regards to pre-contractual information, the study concluded that "[d]espite [the Consumer Rights] Directive being implemented in most Member States, and even stricter regulatory requirements being in place in some countries..., consumers across the EU are facing difficulties in comparing offers and choosing the right one for them." In addition, consumers generally struggle to find alternative offers and switch. Therefore, the research showed there was a consumer preference for a prescriptive approach in which the total price and main features of the offers were presented in a standardised manner.

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<sup>8</sup> See Executive Summary, Figure 3, page 6, available at [https://ec.europa.eu/info/sites/info/files/consumer-testing-study-executive-summary-2015\\_en.pdf](https://ec.europa.eu/info/sites/info/files/consumer-testing-study-executive-summary-2015_en.pdf)

<sup>9</sup> See research by BEUC's German member vzbv, July 2018: <https://www.marktwaechter.de/pressemeldung/performance-szenarien-basisinformationsblaettern-nicht-nachvollziehbar>

<sup>10</sup> This follows a previous [Second Consumer Market Study on the Functioning of the Retail Electricity Markets for Consumers in the EU](#) (2016), which included a behavioural experiment where the objective was to assess how common marketing methods affect consumers' ability to correctly understand the main features of the offer.

BEUC has been advocating for energy offers and conditions to be clearly communicated and transparent. In 2016, BEUC and associations of electricity and gas companies (Eurelectric, Eurogas and Cedec) agreed on improving comparability of energy offers in [a joint statement](#). This statement lists the key information on energy offers that should be provided to consumers by suppliers in one place in a short and easily understandable manner. However, BEUC's review showed the lack of implementation of this self-regulatory exercise.

Therefore, during the revision of the Electricity Directive, [BEUC advocated](#) for a summary of the key contractual conditions, such as the main features of the service, detailed information on prices, conditions for switching or price increases. The summary should be provided to consumers in concise and simple language on the first page of the contract or along with the contract.

The final revised Electricity Directive (Article 10) lists information that suppliers' contracts should include and states that consumers "shall be provided with a summary of the key contractual conditions in a prominent manner and in concise and simple language."

As smart technologies are being implemented and new business models are emerging in the energy sector, clarity of energy offers is increasingly important. For instance, in the coming years, the EU expects a big take-up of contracts where consumers have their electricity consumption increased or decreased according to the time of the day to benefit from lower prices. As there are companies that already offer these type of services, [BEUC recently analysed six of them to see how consumer-friendly their offers are](#). Our analysis showed that:

- Several companies have good, although sometimes complex, information available on their pricing policies. Others make very unclear references to the market price and fail to specify what it is.
- None of the contracts had data protection policies that would be acceptable from a consumer perspective. Companies should make more efforts to be fully GDPR-compliant.
- We observed some rather worrying contract terms and conditions – including clauses that could lock consumers in and which included unclear information and disproportionate termination fees.

Similar considerations should be taken into account in the electronic communications sector.

## **1.2. Learning from Member States in which contract summary templates in the telecoms sector exist**

At the workshop organised by DG CNECT in February 2019, it was clear that there are three Member States that already have put forward templates for the provision of electronic communications services. Experience in the telecoms sector is limited in time and geographical scope, but can undoubtedly help the Commission identify best practices and lessons learnt in conjunction with lessons from other sectors. At the same time, it is important to recall that Article 102 EEC leaves Member States margin of manoeuvre to "maintain or introduce in their national law provisions" aspects that are not regulated in Article 102 EEC.

### a) Germany

The German version is called “product information sheet” and is part of the so-called [Telecommunications Transparency Ordinance](#). The Ordinance is in place since June 2017. Since it came into force, our member organisation vzbv has noticed consumers have had a better overview of their telephone and Internet contracts. “Providers of a publicly accessible telecommunications service who provide internet access services via access to a public telecommunications network” must provide its customers specific essential contract details with the help of [uniform product information sheets](#). These new obligations can lead to greater transparency for the end customer and probably to a revival of competition due to easier access to information relevant to the change of supplier.

### b) Belgium

Article 111(1) of the Act on Electronic Communications and the Royal Decree of 15 December 2013 established information sheets and details providers must follow, including a review. The major problem encountered by our Belgian member organisation Test Achats/Test Aankoop is the accessibility and readability of the information sheets for consumers. The information to be included is clear, but the way it is presented to consumers is a problem in most cases. Test Achats/Test Aankoop has noticed that operators have not put information sheets in the spotlight for consumers to be aware of them and consult them. Usually the best way to find them on the website of an operator is via the search engine, which requires consumers to know of their existence.

### c) Portugal

A legislative and consultative procedure on contract templates was put in place in Portugal. Nevertheless, it is currently suspended awaiting the implementation of the Electronic Communications Code. Consequently, templates are not in place yet. The draft templates<sup>11</sup> that have been developed to date are the result of a consultation process. They have the agreement from our Portuguese member DECO, operators and the regulator ANACOM. Contrary to the German and Belgian cases, the templates may seem lengthy at first sight because they contain detailed instructions for providers in the templates themselves. Considering existing experience, BEUC considers instructions should be presented separately from the templates.

Our member DECO considers that the templates that have been developed guarantee the comparability of different services from different operators, as the information must be provided in the same way and order, and providers have to use the same technical terms. In addition, a simplified glossary is also part of the contract summary sheet.

## 2. Several contract summary templates, not just one

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We recommend the European Commission to adopt dedicated templates depending on the type of electronic communications services provided (e.g. internet provision, pre-paid services...), including a separate template for bundles. This is important because the services offered (landline, mobile, pre-paid services, etc) are so different that they cannot use the same template. A single template that would include specificities per service could not be very consumer friendly. Having said that, similar services (e.g. all pre-paid mobile

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[https://www.anacom.pt/streaming/AnexoI\\_ProjRegAlteracaoRegulamento829\\_2016\\_03072017.pdf?contentId=1411548&field=ATTACHED\\_FILE](https://www.anacom.pt/streaming/AnexoI_ProjRegAlteracaoRegulamento829_2016_03072017.pdf?contentId=1411548&field=ATTACHED_FILE)  
<https://www.anacom.pt/render.jsp?categoryId=391638>  
<https://www.anacom.pt/render.jsp?categoryId=391639>

services) must use the same template. Similarly, it is important that all templates follow all the recommendations we make in this paper.

The wording of Article 102 of the EEC opens the possibility for issuing several templates as the Code refers to "implementing acts" in plural. In addition, existing national templates show it was advisable to provide several templates to better adapt to the different electronic communications services available in the market. When recital 261 clarifies the task, it talks about "contract summaries" in plural. In addition, in Germany, for example, section 1(3) of the Telecommunications Transparency Ordinance refers to a "standard information sheet" in singular. Yet, the German national regulatory authority (NRA) opted to provide several templates to better comply with this provision. Furthermore, in both Belgium and Portugal NRAs proposed several templates, not just one.

### 3. Ensuring a consistent and prescriptive approach

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In order to ensure consistency, the European Commission must follow a prescriptive approach both in terms of the information elements that should be included and the specific guidance to be provided.

#### a) Information needed

The EEC indicates information elements that the template should contain. In December 2018, BEREC adopted a [report on contract simplification](#) after submitting a draft to public consultation. In its report, BEREC ranked key information elements, including additional elements (notably processing of personal data). BEUC agrees with the ranking provided by BEREC and considers that NRAs' specific knowledge and experience in this area shall be taken into account by the European Commission. We recommend the European Commission to limit the amount of information that can be included in the contract summary. This will ensure comparability of contract summaries and will prevent that providers add other information that can confuse or mislead consumers. If operators always provide the same type of information, the template sheets will be clearer and easier to read for consumers, as existing Member State experience shows. From our perspective and members' experience, the European Commission should provide further instructions to ensure the contract summaries are easily readable, findable, accessible, comparable and do not mislead consumers.

#### b) Further instructions

The Commission must offer both templates and further guidance. As shown in section 1 of the paper, the Commission generally provides technical specifications on how providers should fill in the templates in other economic sectors. We see that the same applies in Member States where contract summary templates exist. The telecoms sector should not be the exception. The Commission should provide similar detailed guidance, which will allow more legal certainty, better comparison, choice and enforcement.

According to the European Commission's Consumer Markets Scoreboard 2018, "[o]ut of all market clusters, 'telecoms' continues to have the highest proportion of consumers expecting problems (16.9%). It also has the highest proportion of consumers complaining about these problems (85.3%)." <sup>12</sup> In addition, within the telecoms markets, 'internet provision' "stands out as the worst market, whereas 'mobile telephone services' is the only

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<sup>12</sup> [Consumer Markets Scoreboard - 2018 Edition](#), page 9.

'telecoms' market whose performance has improved since 2015."<sup>13</sup> This can be an opportunity for providers to improve their relationship with consumers.

**BEUC urges the Commission to ensure templates comply with the following requirements:**

- One page (A4): the number of characters must be limited, with the exception of bundled offers, where the EECC establishes an exception (up to three single-sided pages).
- The page structure and the design of the template must always be the same. Providers must not be allowed to customise the templates. For templates to work, personalisation of templates shall not be allowed. This would be against the purpose of having a template in the first place (unnecessary white noise).
- The forms must be provided in the languages of the Member State where the consumer resides.
- The font type and font size and colour must be specified in a binding way. It has to be a legible font size with appropriate contrast and colour.
- Have clear headings.
- Highlight important terms or put them up front.
- Use simple and plain language, i.e. avoid technical jargon and acronyms.
- Adopt a layered approach. Each layer of information should be more detailed than the previous one which would improve the consumer understanding of the structure of the document.<sup>14</sup>
- Symbols, visual aids, graphics help to better understand information. The Commission should conduct consumer testing to choose the best options and standardise the format.
- Finally, BEUC does not oppose companies from having brand and company names mentioned in the summary. This has been done in the financial services sector (e.g. in Article 6 of the "[Payment Accounts Directive](#)") and in Germany, as explained above. This measure could bring more certainty to consumers as it is sometimes difficult for consumers to know that some brands belong to the same company or group of companies. However, BEUC recommends standardising how the logo and company name should be presented (size, location in the template, etc.). Adding the logo/company name should also be the only possible way to personalise the summary templates.

#### **4. Delivering consumer protection by default and by design.**

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As explained in section 1 of this paper, most of the existing standardised forms in EU law have gone through consumer testing. The telecoms sector should not be the exception. This can contribute to a better perception of consumers' behaviour and understanding. This means we should not only rely on information, but also establish automatic protection for consumers.

**BEUC recommends the European Commission to ensure the presentation of the contract summary templates embed protection by default and by design.** How information is presented matters to achieve the objectives of standardised templates.

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<sup>13</sup> *Ibid*, page 61

<sup>14</sup> See, for example, the second electricity market study, available at [http://ec.europa.eu/newsroom/document.cfm?doc\\_id=42263](http://ec.europa.eu/newsroom/document.cfm?doc_id=42263) (pp. 85-88) where the experiment indicated that all information that is required to assess the total cost of alternative electricity offers should be clearly shown upfront and not dripped in a "pop-up".

This is even more important than the information to be included in the template. The findings of behavioural science provide evidence of biases inherent in human nature, such as over optimism, myopia, cumulative cost neglect. There is also vast evidence that shows consumers do not always read pre-contractual information e.g. for lack of time when they have taken the decision to contract some services or because products are too complex. Therefore, contract summary templates have to be designed carefully so consumers are protected from unfair practices and that consumer biases are not exploited.

Following best practices in the financial and energy sectors, BEUC urges the Commission to:

- **Consult with legal design experts** to understand how contract summaries are perceived by consumers and how the template can be designed to maximise clarity for and comprehension of consumers. The standard should be the most vulnerable user.
- **Test the draft template with consumers prior to adoption** by asking independent experts to conduct a **consumer testing study**. This will allow the Commission to examine several alternatives, get insights on consumer perceptions and behaviour to choose the best option, check how many consumers read the form and what they understand from it, how the templates can improve comparability and allow better consumer choice. Ultimately, it will help achieve the goals of the EECC.
- **Monitor consumers' reaction** by e.g. analysing complaints, calls to customer service and carrying out surveys.
- **After the adoption**, focus should be put on **promotion** of the contract summary sheets, close **supervision** and strong **enforcement** (see section 7 of this paper).

## 5. What durable medium to use

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Article 102 (1) of the EECC requires pre-contractual information to be provided on a durable medium. This means the contract summary template also needs to be provided on a durable medium – in line with general requirements in the Consumer Rights Directive and case law.<sup>15</sup> This article further states that “[t]he provider shall expressly draw the consumer’s attention to the availability of that document and the importance of downloading it for the purposes of documentation, future reference and unchanged reproduction.” Indeed, a durable medium (e.g. an e-mail or a paper) is essential for archiving purposes, for instance for being able to exercise consumer rights in case a dispute arises or to be able to compare the contract with other offers from the same provider or from other providers in the future.

BEUC urges the Commission to clarify certain practical aspects. These include the following:

- **A pdf can constitute a durable medium. However, if it is available to be downloaded under a URL, it is important that the consumer receives a copy, preferably in electronic form**, e.g. via e-mail or via a client section of the company’s website (if the consumer is already a client). This is important because

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<sup>15</sup> The definition of the ‘durable medium’ was analysed in the Court of Justice [case C-49/11](#), Content Services Ltd, from 5 July 2012. According to the Court, a mere provision of information on a website does not constitute a durable medium. Certain websites can qualify as ‘durable medium’ only under strict requirements: the website allows consumer to “store information which is personally addressed to him in such a way that he can access it and reproduce it unchanged during an adequate period without the seller being able to amend the content unilaterally.

the content of a URL can change or stop working. It is technically easy to replace content on a server while keeping the same URL. Without this specification it is difficult to imagine how providers and consumers would be able ensure the accuracy of the content of the contract summary in case of a complaint or enforcement. If the provider cannot guarantee unchanged reproduction, it would not be able to comply with the EECC.

- **Mobile operators' apps should also provide contract summaries of their offers.** Several mobile operators have their own app in which consumers can follow their consumption. Consumers should be duly informed about the existence of contract summaries in all channels of communication, apps included.
- **In general, linking should not be allowed in the contract summary forms.** This has been the case in other sectors. Linking lacks durability (e.g. the provider could introduce changes without the consumer noticing it), can discourage consumers (as key information can be hidden after several clicks), can lead to errors overtime (e.g. if the provider changes its website, some old domain names could stop being publicly available). If not carefully addressed, it will have negative implications for legal certainty and lead to disputes. **Exceptionally**, linking could be allowed to provide the name of the website of the provider, and refer to other contract summary forms (e.g. where in the website the consumer can check other offers by the provider).
- **If a product or service is no longer offered, consumers must be informed, and the provider must archive the contract summary sheets on their website and in their apps in a visible and easily findable place.** This requirement takes inspiration from the German Telecommunications Transparency Ordinance (Section 2(3)). Needless to say, in such a case providers must comply with the obligations of the EECC regarding contract termination and switching.

Ultimately, consumers must be able to access the summary of the contract at any time even after the contract has been concluded.

## 6. Timing and accessibility

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### a) Timing

The EECC established that the form needs to be provided "prior to the conclusion of the contract, including distance contracts." As an exception, the Code allows that in case of objective technical impossibility, "it shall be provided without undue delay thereafter, and the contract shall become effective when the consumer has confirmed his or her agreement after reception of the contract summary."

**BEUC recommends the Commission to further specify the moment in which the sheets need to be transmitted to the consumer:**

- **Forms need to be made available to consumers as early as possible** prior to the moment where they are ready to take a decision to go for a specific offer. The European Commission should follow the German recommendation to provide the sheets "from the time that the product is first marketed, i.e. from the time that retail customers can book it" (section 2(1)).

Regardless whether a consumer is planning to enter into a contract at a shop, online, by phone or at doorstep selling, consumers must receive the contract summary sheet and without delay.

- **If contractual conditions change**, the consumer must be presented the contract summary again highlighting the changes before acceptance of the new terms are concluded. This would be in line with Article 102 (4) of the EEC, which says that information “shall not be altered unless the contracting parties expressly agree otherwise.”
- **When a contract comes to an end and is subject to renewal**, consumers must be presented with the contract summary again within sufficient time to take a decision on whether to keep the contract, terminate it or switch providers.
- **In each occasion, the consumer must have enough time to consider the offer and the main terms of the contract before taking a decision.** Consumers must not be misled or nudged into accepting an offer or being rushed to take a decision. Consumers must be given reasonable time to decide what offer is more suitable to their wishes and needs.

## b) Accessibility

**Separately, summaries should be easily accessible.** The Commission should clarify that the forms must be located in a place that is visible and easy to find. For example, it should not be sufficient for the sheets to be located “where the general terms and conditions are made available”, as the German instructions for drawing up product information sheets clearly say.

BEUC welcomes that the EEC takes persons with disabilities’ needs into account. We join the effort of DG Employment, Social Affairs & Inclusion in encouraging providers to make the contract summary sheets accessible for persons with disabilities by default, not upon request. In that sense, it is important that persons with disabilities can be aware of the contract summary sheets on an equal basis with non-disabled consumers. Pushing persons with disabilities to request every time this information in an accessible format, and the consequent process of retrofitting it, is discriminatory for these consumers and not efficient for providers. BEUC would also like to remind that formats such as pdf or HTML webpages can easily be made accessible by default following the accessibility guidelines included in the harmonised [European Standard EN 301 549](#) – Accessibility requirements for ICT products and services.

## 7. Promotion, close supervision and strong enforcement

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### a) Promotion

The existence of contract summary forms does not necessarily mean providers would automatically comply with their obligations. Therefore, efforts should be put on giving publicity to the templates. For example, [the Belgian NRA BIPT has statistics](#) that show that information sheets are barely known. In the consumer survey they conducted, only 11% of respondents were aware of the existence of the sheets. Positive news is that more than half of those that became aware of them used them. This means we need to give time to consumers to get used to templates and know them more. This also means NRAs should

monitor compliance, availability, publicity and promotion of the contract summaries by operators.

BEUC recommends the following measures:

- **Providers should be tasked to promote these forms.** This will help building a better relationship with consumers.
- **NRAs should devote part of their budget to promote the contract summary templates. NRAs should monitor compliance with the obligations in the EEC and the implementing act(s).**

**Consumer organisations will support these efforts.** In countries where there are contract summary templates in the electronic communications sector, our members were closely involved in the process. For example, our member DECO, the Portuguese NRA ANACOM and the Portuguese representative association of operators had a long process to discuss and agree on the "content and form of contracts" and a "FIS (Simplified Information Sheet)". In addition, BEUC members can raise awareness about their existence. For example, our member organisations Test Achats/Test Aankoop<sup>16</sup> and vzbv<sup>17</sup> have respectively informed consumers about the contract summary templates and promote them.

## **b) Supervision and enforcement**

This aspect is as important as having rules on contract summary templates. For example, in Belgium it was demonstrated that having templates in place is not enough in itself as very few consumers knew about them. In Germany, there are still problems with the implementation of and compliance with the Transparency Ordinance by providers. For example, the information obligations in the providers' sales shops are not being adequately complied with<sup>18</sup>. The product information sheets on the providers' websites are also sometimes difficult to find. In addition, our German member organisation vzbv's digital world market watch project (Marktwächter Digitale Welt) is continuously reviewing the implementation of the Transparency Ordinance. It has so far issued legal warnings to sixteen providers since the information sheets were in place. In the opinion of Marktwächter Digitale Welt, they did not sufficiently fulfil the new information and transparency obligations.

In order to learn from experience, BEUC recommends the adoption of the following measures to ensure a good implementation of the EU templates:

- In the implementing act(s), **providers should be required to send their respective NRAs copies of their contract summaries.** This will contribute to have further transparency and help NRAs to better monitor and ensure appropriate implementation and enforcement of the applicable EEC provisions.

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<sup>16</sup> See, for example

<https://www.test-aankoop.be/action/onze%20acties/opinions/sociale-tarieven-telecom>  
<https://www.test-achats.be/action/nos-actions/nos-victoires/telecom%20op%20de%20bres%20voor%20transparente%20en%20betaalbare%20tarieven>

<sup>17</sup> See, for example

<https://www.vzbv.de/dokument/mehr-transparenz-bei-internet-und-telefon>  
<https://www.vzbv.de/dokument/transparenz-auf-dem-telekommunikationsmarkt>  
<https://www.vzbv.de/dokument/alle-details-des-handyvertrags-auf-einen-blick>  
<https://www.vzbv.de/pressemitteilung/mehr-transparenz-bei-telefonvertraegen>  
<https://www.marktwaechter.de/pressemeldung/telekommunikation-ein-jahr-transparenzverordnung>

<sup>18</sup> <https://www.test.de/Telefontarife-Anbieter-missachten-Infopflicht-5274625-0/>

- The Commission should, in collaboration with BEREC and NRAs, conduct a **survey on the practical implementation of the contract summary templates and request periodic and independent consumer testing studies**. In order to ensure the objectives of having contract summary templates are fulfilled, we encourage the European Commission to work closely with BEREC, NRAs and consumer organisations to periodically assess the implementation of the contract summary templates, as a result of which changes could be suggested. In addition, BEREC could disseminate regulatory best practices in line with Article 4(1) of the [BEREC Regulation](#).
- **Member State penalty rules must include violations of the obligations to provide a standardised contract summary form**, in line with the EECC.

BEUC and our members remain at the Commission's and NRAs' disposal to collaborate closely on these matters.

END



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