

Information on the use of regulatory choices under Directive 2011/83/EU

NOTIFICATION BY ROMANIA of 27 June 2022

UNOFFICIAL TRANSLATION

Article of Directive 2011/83/EU (“CRD”)	ROMANIA - regulatory choice
<p>Article 9(1a) and Article 16(2)</p> <p><u>Article 9.</u> 1a. Member States may adopt rules in accordance with which the withdrawal period of 14 days referred to in paragraph 1 is extended to 30 days for contracts concluded in the context of unsolicited visits by a trader to a consumer’s home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers for the purpose of protecting legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices. Such rules shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p> <p><u>Article 16(2)</u> Member States may derogate from the exceptions from the right of</p>	<p>Yes, Romania used these options.</p> <p>Emergency ordinance no. 58/2022 regarding the modification and completion of some normative acts in the field of consumer protection (Ordonanță de urgență nr. 58/2022 privind modificarea și completarea unor acte normative din domeniul protecției consumatorilor)</p> <p>Article III Emergency ordinance no. 34/2014 regarding the rights of consumers in contracts concluded with professionals as well as for the modification and completion of some normative acts is amended and will have the following content:</p> <p>16. Article 9, paragraph (1) is amended and will have the following content:</p> <p>" (1) Except for the cases provided for in art. 16, the consumer benefits from a period of 14 days to withdraw from a distance contract or from a contract outside the commercial premises, without having to justify the decision to withdraw and without incurring other costs than those provided for in article 13 paragraph (3) and article 14. The 14-day withdrawal period is extended to 30 days for contracts concluded in the context of unsolicited visits made by a professional at the home of a consumer or of trips organized by a professional with the purpose or effect of promoting or selling goods to consumers, in order to protect the legitimate interests of consumers in terms of aggressive or deceptive commercial or sales practices."</p>

<p>withdrawal set out in points (a), (b), (c) and (e) of the first paragraph for contracts concluded in the context of unsolicited visits by a trader to a consumer's home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers for the purpose of protecting the legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p>	<p>23. In article 16, after paragraph (1), two new paragraphs are inserted, paragraphs (2) and (3), with the following contents:</p> <p>" (2) The provisions of letters a) to c) and e) of paragraph (1) do not apply to contracts concluded in the context of unsolicited visits by a professional to a consumer's home or trips organized by a professional with the purpose or effect of promoting or selling goods to consumers, in order to protect the legitimate interests of consumers regarding aggressive or deceptive commercial or sales practices.</p>
<p>Article 16(3)</p>	
<p>In the case of service contracts which place the consumer under an obligation to pay where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs, Member States may provide that the consumer loses the right of withdrawal after the service has been fully performed provided that the performance has begun with the consumer's prior express consent.</p>	<p>Yes, Romania used this option.</p> <p>Emergency ordinance no. 58/2022 regarding the modification and completion of some normative acts in the field of consumer protection (Ordonanță de urgență nr. 58/2022 privind modificarea și completarea unor acte normative din domeniul protecției consumatorilor)</p> <p>Article III Emergency ordinance no. 34/2014 regarding the rights of consumers in contracts concluded with professionals as well as for the modification and completion of some normative acts is amended and will have the following content:</p> <p>23. In article 16, after paragraph (1), two new paragraphs are inserted, paragraphs (2) and (3), with the following contents:</p> <p>(3) In the case of service contracts that give rise to a payment obligation for the consumer, when the consumer has expressly requested a visit from the professional in order to carry out repairs, the consumer loses the right of withdrawal after the service has been fully executed, if the execution started with the prior express consent of the consumer."</p>