

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

NOTIFICATION BY ITALY OF 20 MARCH 2023

UNOFFICIAL TRANSLATION

Article of Directive 2011/83/EU (“CRD”)	
Article 9(1a) and Article 16(2) <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	Italy applies this regulatory choice. See Article 52, additional paragraph 1-bis) and c of Legislative Decree No 206 of 6 September 2005 , as amended by Legislative Decree No 26 of 7 March 2023 1-bis. 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. The provision contained in this paragraph shall not apply to contracts concluded in the context of visits to consumers’ homes by a trader, requested by a consumer and not organised by them on a collective basis’; c) the following is added at the end of paragraph 3: ‘3-bis. In the case referred to in paragraph 1-bis, the trader cannot accept, as remuneration, promissory notes with a maturity of less than 30 days from the conclusion of the contract in the case of service contracts or from the acquisition of physical possession of the goods in the case of sales contracts and cannot submit them for discount before the expiry of that period.’.

grounds of consumer protection. <u>Article 16(2)</u> Member States may derogate from the exceptions from the right of 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.	Italy applies this regulatory choice. See Article 59, additional paragraph 1-bis) of Legislative Decree No 206 of 6 September 2005, as amended by Legislative Decree No 26 of 7 March 2023 ‘1-bis. The exceptions from the right of withdrawal set out in paragraph 1, points a), b), c) and e) shall not apply to 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.
<u>Article 16(3)</u> 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	Italy applies this regulatory choice. See Article 59, additional paragraph 1-ter) of Legislative Decree No 206 of 6 September 2005, as amended by Legislative Decree No 26 of 7 March 2023 1-ter. 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, 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.’

performed provided that the performance has begun with the consumer's prior express consent.