

Rechtspraak**Bijzonderheden van de zaak**

Nationaal ID: President of the Commercial Court of Brussels, 5 March 2008

Lidstaat: België

Gangbare benaming: N/A

Soort beslissing: Rechterlijke beslissing, eerste aanleg

Datum beslissing: 05/03/2008

Gerecht: Voorzitter van de Rechtbank van Koophandel te Brussel

Onderwerp:

Eiser: Deutsche Bank NV

Verweerder: Delta Lloyd Bank NV

Trefwoorden: combined offers, financial services, misleading advertising, misleading omissions, transactional decision

Richtlijnartikelen

Unfair Commercial Practices Directive, [Chapter 2, Article 5, 1](#). Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 6, 1](#). Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 1](#).

Koptekst

(1) In the event of different distribution channels used for advertising a promotional campaign, each such channel must be evaluated separately to assess compliance with commercial practices.

(2) The conclusion that a promotion in one distribution channel is not misleading, does not affect the potentially misleading character of the advertisement through another distribution channel.

Feiten

The defendant launched a promotional campaign in which an interest rate of 7% on a bank account was offered, this under the condition of simultaneously buying other financial products at least for the same amount of the deposits on the bank account. Advertisements were made via the website of the defendant, through radio commercials and through leaflets.

The radio commercial made no reference to the additional obligation of buying the financial products in order to obtain the 7% interest rate, and merely stated that it concerned an "offer under conditions". The consumer was, however, invited to consult all applicable conditions on the website of the bank or to contact the bank's offices.

Juridische kwestie

Does the radio commercial constitute a misleading advertisement by omitting information, even though the other distribution channels (website and leaflets) contain sufficient information and the consumer is referred to these channels in the radio commercial?

Uitspraak

The court explained that a commercial practice is regarded as misleading when it omits material information that the average consumer needs to take an informed transactional decision, and thereby causes (or is likely to cause) the average consumer to take a transactional decision that he would not have taken otherwise.

According to the court, the radio commercial was misleading towards the consumer with regard to the main characteristics and the composition of the offered service, by not mentioning that the offer of a certain interest rate on a time deposit account was subject to the purchase of other financial products offered by the defendant.

The court further stated that the different forms of promotional campaigns (website, radio, leaflet) must be evaluated separately. The court thus decided that even if the promotion in one distribution channel is not misleading, this does not affect the possibly misleading character of the advertisement through another distribution channel.

Integrale tekst: [Integrale tekst](#)

Verwante zaken

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat

The President ordered the cessation of the offer and of every related advertising.