

Case law

Case Details

National ID: no of protocol 30412

Member State: Greece

Common Name: link

Decision type: Other

Decision date: 06/10/2016

Court: Ombudsman of the Consumer

Subject:

Plaintiff: Unknown

Defendant: Unknown

Keywords: distance contracting, goods, payment, right of withdrawal, vouchers

Directive Articles

Consumer Rights Directive, [Chapter 3, Article 9, 1.](#) Consumer Rights Directive, [Chapter 3, Article 13, 1.](#) Consumer Rights Directive, [Chapter 3, Article 13, 1.](#)

Headnote

In case that a consumer exercises his right of withdrawal from a distance sales contract, the supplier is not allowed to issue a coupon with the value of the returned goods instead of refunding the full amount that the consumer has paid to purchase the goods. The issuance of such a coupon (instead of refunding the payment) is contrary to the obligations of the supplier further to the exercise of the right of withdrawal by the consumer.

Facts

The plaintiff lodged his complaint before the Ombudsman of the Consumer claiming that although he has exercised on time his right of withdrawal from the distance contract and has returned the products on time, the defendant denied to refund him/her; instead the supplier has issued a coupon with the value of the returned goods. The consumer did not accept the issuance of the coupon instead of the refund of money paid for the goods.

Legal issue

The court held that the law lays down that in case that a consumer withdraws from a distance contract, the supplier is obliged to refund all payments received by the consumer, including the cost of delivery, using the same means of payment used for the initial transaction (unless the consumer has expressly agreed otherwise). In this context it was decided that the issuance of a coupon with the value of the returned goods, apart from the fact that it was not accepted by the consumer, it does not consist a lawful refund of payment made. To the contrary, this way consumer's money is withheld for a future purchase. So it violates the obligations that the supplier has in relation to the refund of his/her money after the exercise of the right of withdrawal by the consumer.

Decision

Does the issuance of a coupon with the value of the returned goods by a supplier consist a lawful refund of payment when a consumer exercises his/her right of withdrawal from a distance sales contract?

URL: <http://www.synigoroskatanaloti.gr/docs/reports/2016-10-06.%CE%A3%CF%85%CF%83%CF%84%CE%B1%CF%83%CE%B7-%CF%85%CF%80%CE%B1%CE%BD%CE%B1%CF%87%CF%89%CF%81%CE%B7%CF%83%CE%B7.pdf>

Full text: [Full text](#)

Related Cases

No results available

Legal Literature

No results available

Result

The court recommended to the defendant to accept consumer's withdrawal from the contract and to return to the consumer all the expenses he/she has made in order to purchase the products he/she has returned. It also called the defendant to notify the Ombudsman in writing whether he/she accepts the present written recommendation (plaintiff's request was granted).