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Consumer*

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Abstract

In the present work, we propose to analyse the category of consumer and how this individual status is being conditioned by European Union (EU) law. After a brief reference to the methodology used, the analysis begins with a consideration about the foundations of consumer protection in EU law and how it developed from an instrument to develop the EU internal market to a relevant one to define the EuroStatus of EU citizens and residents as consumers and players in the market under modern EU law. We will consider consumer protection configuration, the notion of consumer, and the development of a consumer legal framework in the EU, with references to national legislation that can reinforce consumer status. We also consider the European Court of Justice (ECJ) case law, not only regarding its important role in the definition of the notion of a consumer but also in the development of a consumer constitutional procedural for EuroStatus, consolidating the consumer position in the national judicial process.

1. Introduction

Consumer protection was used primarily under European Communities legislation as an instrument to drive economic integration (Chalmers, Davies, & Monti, 2014, p. 669), but with the creation of an internal market, it has developed as a ‘driving force’ in the EU integration process (Benöhr, 2013, p. 9).² Consumer protection is not only a key legal instrument to achieve the internal market but also to reinforce EU citizens’ and residents’ economic, legal, and constitutional status as equality players in the market. After all, there is a duality in the images of the consumer: as a person who is

² In fact, the EU market success depends on cross-border consumer activity (see de Vries, 2012).

in the mind of EU institutions and as a (projected and finally real) person who will emerge as a result of the EU regulation (Leczykiewicz & Weatherill, 2016).³

Moreover, the European Court of Justice (ECJ) case law is relevant in the development of EU consumer concept and status which must be applied by national courts.

Nevertheless, it is impossible to understand well the concept of an EU consumer, and therefore the consumer EuroStatus within, without using a multilevel methodology because of the complex European legal order comprised of systems with different levels increasingly interconnected (Gómez Sánchez, 2011, p. 20). We need this theoretical basis to approach and try to study any EU legal institution which always includes legal elements derived from these related and interconnected legal systems, particularly with the constitutional horizon opened in the EU after the Lisbon Treaty (Sarrión, 2011, 2014a).

2. Consumer Protection Configuration, the Notion of ‘Consumer’, and the Development of a Consumer Legal Framework in the EU

2.1 EU Consumer Protection Configuration

EU consumer protection is essential for EU integration and development (European Commission, 2017a). But one of the questions that challenges consumer protection is if we are facing a ‘fundamental right’. Certainly, consumer protection is

³ Nevertheless, consumer law configuration depends on the ‘underlying consumer image’, and EU consumer law is forcing national legislators and courts to overcome a rigid and uniform national concept of consumer (Rott, 2014).

recognised in the EU Charter of Fundamental Rights⁴ in title IV, Solidarity, under article 38: Union policies shall ensure a high level of consumer protection.

We can understand, however, that ‘not all rights are granted equal status’, and we can see several differences (Sarrión, 2010, pp. 88–89) due to the configuration of consumer protection as a policy clause,⁵ i.e. the recognition of consumer protection under the EU Charter is limited to a mandate to the EU institutions – and, of course, for EU member state authorities in the implementation – to ensure in their policies ‘a high level of consumer protection’. Therefore, consumer protection is more like a principle and depends on its regulation in the treaties and the legal development of the policies in the EU.

Moreover, consumer protection is also part of the social dimension of the EU, and as ECJ pointed out before in *Viking*⁶ regarding social rights, the European community doesn’t have a unique economic aim, and there is a need of balance between the economic and social dimensions (Sarrión, 2010).

This legal configuration is confirmed in the articles 52(5) (principles which may be implemented by legislative and executive acts of the EU institutions, and by Member states when implementing EU law in the exercise of their competences) and 51(1) of the EU Charter.⁷ The ECJ interprets the implementation of EU law as being linked to the concept of the scope of EU law (Sarrión, 2015); the Explanations of the EU Charter indicates for article 38 that the principles set out were based on article 169 TFEU.

⁴ The Charter of Fundamental Rights of the European Union, better known as the EU Charter, was elaborated in 2000, adopted in 2007, and entered into force with the Lisbon Treaty on 1 December, 2009.

⁵ In fact, as Menéndez (2003, pp. 183–187) pointed out, we can distinguish a typology of legal positions: fundamental rights, ordinary rights, and policy clauses; consumer protection is a policy clause.

⁶ C-438/05 *Viking Line*.

⁷ EU Charter provisions are addressed not only to EU institutions but also to the EU Member States when they are implementing EU law.

2.2. The Notion of ‘Consumer’

The notion of *consumer* is a negative concept in contrast to a professional person, i.e., it is a natural person – in EU Law – who acts outside the scope of an economic, professional, trade, or business activity.⁸ In this way, the consumer establishes a contractual relationship with a professional or a trader, a natural or legal/juristic person. There is a concrete contractual relation between a business and a consumer (a Business to Consumer [B2C] contract), in contrast to a Business to Business (B2B) contract (Hedegaard & Wrba, 2016, p. 71). The consumer is the weaker party due to his non-professionalism and therefore his lower degree of knowledge about the contract and its conditions in contrast to the professional who is supposed to be an expert in the field (Lazíková & Rumanovská, 2016, p. 2).

Although the EU legislation approach to the consumer notion can be seen as partial (there is not a common definition), the differences are minor and consider consumer as a natural person who, in contracts covered by the respective directive, is acting for purposes which are not related to or which are outside his trade, business, craft, or profession.⁹ Moreover, the ECJ helps with a restrictive and standard interpretation of the consumer as a natural person position (personal criterion)¹⁰ linked not to the connection with his/her professional activity (functional criterion), meaning that the judgement of the adjudication of the consumer position needs to consider the nature and aim of the specific contract.¹¹

⁸ The ECJ is clear about the interpretation of EU consumer which exclude legal persons although they have a non-business character.

⁹ In fact, it is the secondary EU law, each statute, which makes individual definitions for any of the statute purposes. The different approaches already have been subject of several interesting contributions outlining differences and similitudes (see Lazíková & Rumanovská, 2016; Hedegaard & Wrba, 2016).

¹⁰ C-541/99 and 542/99 *Cape Snc and Idealservice* joined cases.

¹¹ C-361/89 *Di Pinto* and C-269/95 *Francesco Benincasa v Dentalkit Sr.*

Of course with this concept we can always see complex cases including mixed-purpose contract situations such as Gruber (a person living in a building in which one part was used as a family home and the rest for the farm) where the ECJ clarified that the existence of private elements was irrelevant and it denied the notion of consumer, stating that person who concludes a contract concerning goods intended partly for purposes which are in part within and in part outside his profession may not rely on the notion of consumer unless the professional or trade aim is so limited as to be ineligible in the context.¹² There also was the case of Costa in which the ECJ stated that a lawyer who concluded a credit agreement with a bank, in which the purpose of the credit was not specified, may be regarded as a consumer if the agreement was not linked to that lawyer's profession.¹³

This strong restrictive approach to defining consumers has been criticized. There is a lack of protection for a person who can be acting as the weaker party – which is supposed to be the aim of consumer protection – and there also is overprotection for a well-informed person (for example, a lawyer) in a private purpose contractual relationship.¹⁴ Therefore, perhaps criteria based on the person and not functional criteria could be better as Lazíková and Rumanovská (2016, p. 10) suggested *de lege ferenda*.

Being a consumer implies having the status of consumer (the Consumer EuroStatus) in a legal sense, and therefore the application of the EU Consumer regulation.¹⁵ It is well known that national laws include legal entities in the concept of

¹² C-464/01 Johann Gruber

¹³ C-110/14 Costea

¹⁴ See Stuyck (2010, p. 29), Schueller (2012, p. 123), Lazíková & Rumanovská (2016, p. 2), Hedegaard & Wrba (2016, p. 87).

¹⁵ In the notion of consumer, it is important to know the status of the parties, i.e. the rights and obligations, because the legal consequences are different. Some authors speak about two sides of the consumer notion; the external side is whether or not a person can be called or not a consumer in a legal sense, while the internal side determines the differences between consumers (groups or classes of consumers) who need a special protection and those who do not, and it is linked to the consumer protection model (see Hedegaard & Wrba, 2016, pp. 76–77).

consumer when they act in a private way, as in Austria or Czech Republic, or when they act as final users as in Greece or Spain (Mańko, 2013). This re-interpretation of consumer in national legislation and problems of national courts regarding the existence of a consumer relation may be required for an EU legal presumption (European Commission, 2017b, p. 29).¹⁶ Nevertheless, it is interesting to consider the advantages of leaving sufficient discretion for courts to value the existence of a weaker party and to protect its position as a consumer (Lazíková & Rumanovská, 2016, p. 2).

One might suggest that the consumer concept may be included in the national civil codes, but the truth is that it did not appear at all in the codes until recently in someone's. The concept is included usually in a special status for consumer protection – a type of compilation of consumer rules or a ‘special body of norms for the protection of consumers’. This is the case of Spain, where consumer protection rules are included in the Consumer Protection Act except for the Unfair Contract Terms Directive the transposition of which is out of this act, and of Austria, France, and the United Kingdom.¹⁷ Nevertheless, some countries recently decided to introduce the concept in the civil codes, as is the case of Netherlands and Germany. The Dutch Civil Code introduced the consumer concept in the reform of 1992, and Germany in the reform of 2002 included EU consumer protection regulation. It is important to outline the case of Germany modifying the civil code with the so-called ‘great solution’; it may be the most important since the code entered into force in 1900 and realized a Europeanization of the Bürgerliches Gesetzbuch (BGB). Others, such as Italy and Austria, have used an

¹⁶ The European Commission's recent report suggests as a solution to provide for a legal presumption of being a consumer ‘whenever a natural person concludes a contract for sale and/or services with a salesman or a business’ (European Commission, 2017b, p. 29).

¹⁷ In the case of UK is the recent Consumer Rights Act of 2015 which seeks to consolidate, simplify, and modernise the consumer protection legislation in UK absorbing and consolidating the EU directives. See Giliker (2018).

intermediate solution which introduced new provisions in their respective civil codes (Martínez Velencoso, 2017, pp. 254–263).

3. EU Consumer Protection Legal Framework Development

Consumer protection was not included in the original European Community Treaty but it was mentioned in the competition and the common agricultural policy. The EC assumed its competence under the flexibility clause (former article 235 EECT and then article 308 ECT), a general clause which allowed EC institutions to adopt any measure needed to achieve one of the aims of the community required for the functioning of the common market in cases where the treaty had not provided it. Also, as Rossi (2012, p. 86) outlines, the practice expanded the flexibility clause application, creating new competences including consumer protection

After that, consumer protection was included with the Single European Act (1986, article 100a) and reinforced under the Treaty of Maastricht with the attribution to the European Community of the competence to consumer protection (1992, article 129a ECT).

The ECJ considered that although the scope of article 129a is limited, it provides the European Community the duty to contribute to the achievement of a high consumer-protection level and a competence to do it, and although it is one of the objectives, it is not the sole one,¹⁸ meaning that the consumer protection policy ‘is a cross-sectional’ one, creating the objectives with the internal market (Lazíková, 2016, p. 21).

While consumer protection was a key instrument to achieve the internal market, we also can see its interesting development in the treaties. In fact, the Treaty of Amsterdam introduced the competence for promoting consumer rights in 1997 (article

¹⁸ See C-192/04 Lagardère and C-233/94 Germany v. European Parliament and EU Council.

153 ECT), and it confirmed the cross-sectional nature of the competence (Lazíková, 2016, p. 22). Also, the Treaty of Lisbon included consumer protection in the ‘shared competences’ list (a non-exhaustive catalogue) between the EU and member states (article 4(2) of the Treaty of the Functioning of the European Union, TFEU, 2009).

Article 2 TFEU recognised three types of competences: exclusive, shared, and supporting. While the treaties conferred to the EU a shared competence, both the EU and member states may legislate and adopt legally binding acts in the referred area, according to article 2(2) TFEU.

This inclusion of consumer protection in shared competences means that member states may adopt rules in this area, and that the EU harmonisation legislation is subject to the subsidiarity principle. A shared competence, however, does not mean a concurrent one, that is, the EU and member states may act, and therefore state action is not excluded, but the national competence can be exercised to the extent that the EU has not exercised or ceased to exercise the shared competence. The latter may occur when the EU decides to repeal an EU act.¹⁹

Nevertheless, the existence of the competence depends on the specific regulation because one can interpret that EU regulation is free to go from a minimum harmonisation to a less flexible total harmonisation (with a uniform standard). The EU traditionally followed a minimum harmonisation approach until the recent directive in which EU adopted a maximum harmonisation approach.²⁰

The EU consumer protection is regulated in article 169 TFEU. And although it is true that today that consumer protection is still an internal market key instrument

¹⁹ In fact, Declaration N. 28 in relation to the delimitation of competences states that the EU may decide to repeal an act to ensure a constant respect of the proportional and subsidiarity principles (Tridimas, 2012, p. 63, note 55).

²⁰ The traditional minimum approach allowed member states to maintain their national pre-existing approaches (Kunnecke, 2014, pp. 427–428).

(Chalmers, Davies, & Monti, 2014, p. 671), there is a relevant change because we are developing, as article 3(3) of the Treaty of the European Union (TEU) identifies, a ‘social market economy’ (Barnard, 2010, pp. 27–30). Furthermore, consumer protection, from my point of view, is a key for the development of legal and constitutional status of EU citizens and residents as equality players in the market as part of the social dimension.²¹

According to article 169(1) TFEU, EU institutions must guarantee a high level of protection for consumers through a) measures adopted within article 114 TFEU in the completion of the internal market, article 169(2a), and b) measures adopted to support, supplement, and monitor the policy pursued by member states, according to article 169(2b), without preventing national measures which maintain or introduce a higher protection following article 169(4) TFEU.²²

Certainly, one can ask if the dormant competence or the so-called pre-emption doctrine can be applied to this area of consumer protection shared competences, preventing member states from regulating in a way that jeopardises an existing EU regulation.²³ But in reading both legal bases, article 169(2b) in connection with article 169(2a), one can argue that the pre-emption doctrine is explicitly limited in consumer protection and member states are free to maintain or introduce measures in consumer

²¹ Some authors argue, however, that EU consumer law has focused until today principally in the development of the internal market (see Howes, Twigg-Flesner, & Wilhelmsson, 2017).

²² Therefore, we can see two bases to legislate. The first one is not a general competence or legislative power for EU harmonisation (Weatherill, 2013, p. 352; Lazíková, 2016, p. 23; Micossi, 2016, p. 11), but the limits can be unclear and it is an important legal base to legislate. One can interpret that the EU has the flexibility to develop a traditional minimum harmonisation approach or a maximum one. The second legal base is clearly complementary to the member states in the sense that EU measures are adopted to support, supplement, and monitor national policies (article 169(2b) TFEU), without preventing national measures which maintain or introduce a higher protection following article 169(4) TFEU.

²³ Certainly, authors argue about the application of the USA Constitutional Dormant Doctrine or the pre-emption doctrine to the EU shared competences. In this sense, EU law can be interpreted to incorporate a restraining effect on national powers, that is, member states shall, when implementing their own legislation in shared competences, guarantee EU law, including EU principles, and must avoid jeopardising the EU regulation (Luif, 2014; Rossi, 2012; Schütze, 2006; Tridimas, 2012; Weatherill, 2002).

protection if they guarantee a higher protection, that is, member states are only precluded from regulating a lower protection for consumers (also according to article 169(4) TFEU).

Of course, to ensure a better harmonisation of consumer protection, the former EC and later the EU developed several initiatives to ensure a better harmonisation. We can outline, particularly, the Directive on Consumer Rights (2011/83/EU),²⁴ the Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees,²⁵ and the Council Directive 93/13/EEC on unfair terms in consumer contracts.²⁶

Moreover, the European Commission outlined in several communications that consumer protection is an essential part of its strategic plan, as under the Europe 2020 Strategy for smart, sustainable and inclusive growth, and the action plan implementing the Stockholm Programme, the Citizenship Report, and the Digital Agenda (European Commission, 2017a).

The European Commission also adopted directives on resolution mechanisms on alternative dispute resolution²⁷ and online dispute resolution for consumer disputes,²⁸ but as a relevant report pointed recently, there is no EU instrument on EU consumer protection in civil proceedings (European Commission, 2017b, p. 28).

Nevertheless, the role of the ECJ in the development of EU consumer protection is relevant, and in fact, the court developed through the effective judicial protection

²⁴ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council. OJEU L304/64 22.11.2011.

²⁵ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees. OJ L 171 7.7.1999

²⁶ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. OJ L 95 21.4.1993.

²⁷ Directive 2013/11/EU of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC OJL 165 18.06.2013.

²⁸ Regulation (EC) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes OJ L165/1 18.06.2013.

principle (Sarrión, 2014a and 2014b) a constitutional procedural Eurostatus for consumers which must be applied by national courts in civil proceedings (Sarrión, 2018).

4. Development of a Consumer Constitutional Procedural Status: The Ex-officio Doctrine and Equal Arms Principle

In the absence of EU legislation, EU member states are free to regulate the procedure for implementation of EU law, according to each domestic legal system, therefore, including the EU consumer protection legal framework.

Nevertheless, according to the principle of cooperation laid down in article 4 EUT, member states shall take the necessary measures to ensure fulfilment of the obligations under the treaty, and in particular national courts shall provide appropriate judicial protection of rights which EU law confers on individuals.

In this sense, we can say that the principle of procedural autonomy implies that the EU member states are free to configure the appropriate procedural rules to guarantee EU law, and particularly rights recognized in EU legislation, because national judges are the EU ordinary judges and courts.

As the ECJ considered in the Unibet case in 2007,²⁹ in the treaty there is no national procedural remedy for the preservation of EU law other than those laid down in national law. EU law requires, however, the national configuration of procedural rules to ensure the respect for rights deriving from EU law. That national regulation must not be less favourable than those governing similar domestic actions (principle of equivalence), and nor should it render impossible in practice or excessively difficult the exercise of rights conferred by EU law (principle of effectiveness). The national courts are to

²⁹ C-432/05 Unibet

interpret ‘as far as possible’ the procedural rules so that the application of these rules contributes to the goal of ensuring effective judicial protection of EU law rights attributed to litigants (Unibet, paragraphs 38–44 and 54). Thus, the procedural autonomy would be strongly held by the principles of equivalence and effectiveness, changing the old procedural autonomy freedom to a limited one (Sarrión, 2014b, p. 446).

The so-called *ex officio* (control) doctrine (Micklitz, 2013) started in 1998 with the *Oceano Grupo*³⁰ case as a tool which could be used by national courts to enforce and apply EU consumer law (European Commission, 2017b, pp. 188–189). There has been a coherent development of this doctrine, however, reinforcing the effectiveness of the consumer protection (Sarrión, 2014a).³¹ In fact, in the *Pannon* case in 2009,³² the court stated that the specific characteristics of judicial proceedings between professionals and consumers, in national law, cannot be an element that may affect the legal protection they enjoy under EU law. Also, the national court is required to examine *ex officio* the unfairness of a contractual term as soon as he/she has the facts and law that need to do it. Moreover, in the *Pénzügyi* case a year later, the ECJ ruled that a national court can examine *ex officio* and declare a contractual term unfair, although in the case that the parties have not requested it, and under national procedural law the tests can be performed only at the request of a party in the civil process.³³

The *ex officio* doctrine is an application of the principle of effectiveness that involves not a simple interpretation of national procedural law, but it allows the courts an

³⁰ C-240/98 to 244/98 *Oceano Grupo* joined cases

³¹ Some authors argue that there is a unpredictability application of *ex officio* doctrine by the ECJ (see Trstenjak & Beysen, 2011; report of the European Commission, 2017b, p. 189).

³² C-243/08 *Pannon GSM*

³³ C-137/08 *Pénzügyi*

ex officio action not provided under national procedural law and therefore against national legislation (Sarrión, 2014b, p. 442).

Although in the *Dominguez* case in 2012,³⁴ the ECJ's ruling may seem a backward step, it is not. The ECJ said the national court must determine the applicable procedural rules and, considering all elements of the national legislation and applying the interpretative methods recognized in this, do everything within its power to ensure the full effectiveness of EU law (Sarrión, 2014b, p. 443). After that case, the court confirmed that when there is no possibility to guarantee an effective protection for consumers, national courts should exercise ex officio control, overcoming national law (although national law doesn't allow the national court to do it), i.e. they must apply the *Pénzügyi* doctrine. We can see this action confirmed in several cases focused on Spain as *Banco Español de Crédito* in 2012,³⁵ *Aziz* in 2013,³⁶ *Sánchez Morcillo* (in which the ECJ tried to reinforce the consumer position to guarantee the equal arms principle in the judicial process) in 2014,³⁷ and in *Gutiérrez Naranjo* in 2016.³⁸

³⁴ C-282/10 *Dominguez*, paragraph 27

³⁵ C-618/10 *Banco Español de Crédito*. The ECJ stated that the Spanish procedural rules about the payment procedure were contrary to the principle of effectiveness in preventing consumer protection. The reason is that the Spanish legislation did not allow the national court when it had the facts and law elements to examine ex officio the unfairness of a contractual default interest clause contained in a contract held between a professional and a consumer when the consumer did not raise opposition to it.

³⁶ C-415/11 *Mohamed Aziz*. The ECJ stated that Spanish legislation was incompatible with EU law because in regulating mortgage enforcement proceedings, it did not provide the possibility of formulating grounds of opposition based on the unfairness of a contractual term (which is the basis of an ejection title). At the same time, the law did not allow the judge of the declarative process (which is the power to assess the unfairness of the clause) to take precautionary measures, including the suspension of the mortgage enforcement proceeding when it is necessary to ensure the full effectiveness of the court's final decision. The problem with the Spanish legislation was that it did not cover and guarantee the rights of a consumer in relation to banks because they could discuss the unfairness of a clause only in the declarative process, not in the mortgage enforcement proceedings. At the same time, in the mortgage enforcement proceedings, the consumer could not argue the unfairness of a clause. In this sense, according to that legislation, the consumer usually lost the mortgage enforcement proceedings, and after that if he/she won the declarative process, it would be impossible to gain recuperation of the house, impacting the protection of rights of the Spanish consumer.

³⁷ C-169/14 *Sánchez Morcillo*. The ECJ mentioned the *Banesto* and *Aziz* cases, and observed that Spanish legislation in relation to mortgage enforcement 'gives the seller or supplier, as a creditor seeking enforcement, the rights to bring an appeal against a decision ordering a stay of enforcement or declaring an unfair clause inapplicable, but does not permit, by contrast, the consumer to exercise a right of appeal against a decision dismissing and objection to enforcement'.

³⁸ C-154/15 *Gutiérrez Naranjo*. The ECJ rules incompatible to the EU consumer protection framework a national case law such as the Spanish Supreme Court doctrine which restricts the restitutory effects connected with the invalidity of

Therefore, we can say that the so called procedural autonomy principle is greatly reduced, and that EU member states, when implementing and regulating their legal system, must always guarantee the exercise of rights covered in EU law including consumer protection framework. Of course, the national court may use national law to provide EU consumer protection, but the court should overcome national rules when they can affect the EU consumer status; within this we can see included a strictly equal arms principle in the judiciary process.

The effectiveness and primacy of EU law thus limits the freedom of the procedural autonomy of the national power, and today there is only a functionalized or oriented procedural autonomy to ensure the EU legal framework (Arzoz, 2013; Galetta, 2011; Sarrión, 2014b). It is a good solution from the perspective of a multilevel system: EU member states must regulate national procedures, even in the cases when they have the exclusive competence, but they must do it to achieve and guarantee rights guaranteed not only at national level, but also at the EU level (Sarrión, 2018).

5. Conclusions

Being an EU consumer implies having the status of a ‘consumer’, and therefore the Consumer EuroStatus, in a legal sense, with the guarantees of the EU consumer regulation. The consumer notion as part of EU consumer regulation is not only a key for the consolidation of the internal market but also for the development of the legal and constitutional status for EU citizens and residents within the market.

an unfair term to the amounts overpaid after the delivery of the decision; from the ECJ perspective, the restoring effect has a retroactive effect.

The EU is clearly contributing to the Europeanization of national legislation regarding consumers thanks to the development of legal EU instruments and to important ECJ case law. In fact, we can outline that the ECJ has been playing an important role regarding the EU consumer concept and position, including the establishment of a consumer constitutional procedural EuroStatus which must be applied by national courts in civil proceedings.

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