



Reports of Cases

Case C-568/15

**Zentrale zur Bekämpfung unlauteren Wettbewerbs Frankfurt am Main eV
v
comtech GmbH**

(Request for a preliminary ruling from the Landgericht Stuttgart)

(Reference for a preliminary ruling — Consumer protection — Directive 2011/83/EU — Article 21 — Communication by telephone — Operation of a telephone line by a trader to enable consumers to contact him in relation to a contract concluded — Prohibition on applying a rate higher than the basic rate — Concept of ‘basic rate’)

Summary — Judgment of the Court (Seventh Chamber), 2 March 2017

Consumer protection — Consumer contracts — Directive 2011/83 — Communication by telephone — Operation of a telephone line by a trader to enable consumers to contact him in relation to a contract concluded — The cost of a call to that telephone line — Concept of basic rate — Charges higher than the cost of a call to a landline or mobile telephone line — Not included — Whether the trader makes or does not make a profit through that telephone helpline — Irrelevant

(European Parliament and Council Directive 2011/83, Art. 21)

The concept of ‘basic rate’ referred to in Article 21 of 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, must be interpreted as meaning that call charges relating to a contract concluded with a trader to a telephone helpline operated by the trader may not exceed the cost of a call to a standard geographic landline or mobile telephone line. Provided that that limit is respected, the fact that the relevant trader makes or does not make a profit through that telephone helpline is irrelevant.

An interpretation of the concept of ‘basic rate’ to the effect that traders are permitted to charge rates higher than that of a standard call to a geographic landline or mobile telephone line would be liable to discourage consumers from using a telephone helpline in order to obtain information in relation to the contract concluded with the trader or from asserting their rights relating to, inter alia, a guarantee or withdrawal.

(see paras 29, 32, operative part)