



CONSUMER RIGHTS IN THE EVENT OF “NO DEAL”

March 2019

In the event of “no deal”, EU¹ rules on consumer rights will no longer apply to the United Kingdom from the withdrawal date. Under certain conditions, EU consumers may however still be covered by provisions in EU consumer law if they purchase in the UK or from a UK trader.



What are my rights as a consumer from one of the 27 EU Member States if I buy goods from a shop or website in the UK?

Under EU law, if you conclude a contract with a trader in another country and it can be proved that the trader directs his/her commercial activities in your EU Member State of residence, the law of the Member State where you live applies.

On that basis, courts in EU Member States will continue to apply EU consumer protection rules even if the trader is based in the UK.

This includes in particular the rules set out in

- > the Unfair Commercial Practices Directive
- > the Consumer Rights Directive
- > the Unfair Contract Terms Directive
- > the Consumer Sales and Guarantees Directive
- > the Price Indication Directive
- > the Package Travel Directive

¹ In the context of this factsheet “EU” means the 27 EU Member States after the UK leaves the EU



Will I have to pay extra taxes or charges if I buy online from the UK?

If you live in an EU Member State and you buy goods online, which have to be imported from the UK, you will have to pay import duty and other indirect taxes (e.g. VAT).

All goods imported from the UK to the EU will also be subject to customs checks, including the application of prohibition and restriction measures.

For further info, see:

https://ec.europa.eu/taxation_customs/individuals/buying-goods-services-online-personal-use_en



As a customer based in an EU Member State, can I sue a UK-based trader before a court in an EU Member State?

If you are a consumer living in an EU Member State and you decide to take a trader in the United Kingdom to court in a Member State, the UK's withdrawal has no consequences for you as long as the trader has marketed the goods in the country where you live. EU rules continue to apply and allow you to sue the trader in the EU Member State where you are resident. It makes no difference whether the trader is based in the EU or in the UK.

If the UK-based trader has not marketed the goods in your EU Member State, your rights as a consumer will depend on UK law.



Can the judgment of a court in an EU Member State be enforced in the UK after the withdrawal date?

For the recognition and enforcement in the UK of a judgment from a court in an EU Member State (and of a judgment by a UK court in the 27 EU Member States) national rules apply in the EU and in the United Kingdom. In practice, this means that a judgment from a court in an EU Member State can only be enforced in the UK if a UK court decides to recognise the judgment.



Will I still be able to settle a dispute out of court with a trader in the UK?

After the withdrawal date, EU law on out-of-court dispute resolution and online dispute resolution will no longer apply to the United Kingdom. You will no longer be able to use the EU online dispute resolution platform to settle disputes with traders established in the United Kingdom.



Will my package holiday bought from a travel agency in the UK still be protected under EU law after the withdrawal date?

That depends on whether the UK-based organiser from which you have bought the package holiday has marketed it in your EU Member State. If this is the case, the organiser would be obliged, as any organiser established in a third country, to provide insolvency protection for you according to the law of your EU Member State.

If the travel agency in the UK has not marketed the package holiday in your EU Member State, your rights as a consumer will depend on UK law.



Will Brexit impact the safety and quality of medicines put on the market in the EU?

No. The UK's withdrawal will have no impact on the high quality and safety that patients in the EU expect from the medicines they take. A medicine dispensed by a pharmacy or administered by a doctor in an EU Member State after the withdrawal date is no different in quality, safety and efficacy from medicines dispensed or administered before the UK's withdrawal.



Will my access to medicines be affected by the UK's withdrawal?

In principle, your access to medicines should remain unchanged. However, even the best preparation cannot fully exclude the possibility that there might be a temporary impact on the supply of some medicines.

The European Commission and the European Medicines Agency are carefully monitoring the situation. Each national government has a role to play. In any case, shortages of medicines are unfortunately not rare and already happen for different reasons not related to the UK's withdrawal. The European Medicines Agency and national regulators are experienced in dealing with this and take the necessary actions so that patients get the right advice about their treatment.



Which data protection rules do companies have to comply with when transferring data outside the EU?

EU rules on data protection (the General Data Protection Regulation) allow for the transfer of personal data to a third country if the controller or processor has provided appropriate safeguards.

These safeguards are:

- Standard data protection clauses. Three sets of model clauses are available on the Commission's website: https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en
- Binding corporate rules: legally binding data protection rules approved by the competent data protection authority that apply within a corporate group;
- Approved Codes of Conduct, together with binding and enforceable commitments of the controller or processor in the country outside the EU where the data is transferred;
- Approved certification mechanisms together with binding and enforceable commitments of the controller or processor in the third country.



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