



FACULTES UNIVERSITAIRES
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Study on the implementation of Recommendation 97/489/EC concerning transactions carried out by electronic payment instruments and in particular the relationship between holder and issuer

Call for Tender XV/99/01/C

FINAL REPORT – Part b) Appendices

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Appendices 1

Methodology

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1. The Structure of the Report

The aims of the study were to investigate how far the 1997 Recommendation has been effective in improving the position of EPI holders, both as a matter of substantive law and in actual practice. A methodology was adopted which investigated the law and practice in each Member State through the following steps:

1. Desk-based research into the current state of the law, Codes of Practice and self-regulation.
2. An analysis of the contractual terms and conditions which define and govern the relationship between holders and issuers.
3. Contacts with consumer bodies to identify non-compliance issues reported to them, and the results of any investigations undertaken by those bodies which would add further information to the study.
4. Surveys of sample account-opening transactions, to determine in particular whether potential holders were provided with the information required by the Recommendation, whether that information was provided at the appropriate time and whether it was provided in a comprehensible form.
5. Surveys of holders of EPIs to determine whether their experiences of the operation of the relationship between themselves and the EPI issuer indicated compliance in practice with the requirements of the Recommendation.

The Appendices to this study set out the results of these investigations in detail.

From the reports compiled in each Member States the following tables and conclusions were produced:

- A substantial series of comparative tables, assessing compliance with the Recommendation by EPI and country;
- An overall assessment of compliance across the Member States which identifies the main problem areas;
- Possible reasons for non-compliance;
- Possible solutions to deal with these problems.

2. Route Map

To use the report most effectively the following should be taken into account:

1) Detailed reports on each Member State

For a detailed analysis of the implementation of the Recommendation in each of the Member States, the *national reports* contained in the appendices (**no.5**) should be consulted.

These reports are divided into five workpackages which provide information on Member States compliance in the following areas:

- Work Package 1: Steps taken in the Member States to implement the Recommendation;
- Work Package 2: Contract analysis;
- Work Package 3: Contact with consumer associations;
- Work Package 4: Anonymous on-the-spot surveys;
- Work Package 5: Statistical analysis.

2) Overview of national reports

For an overview of the results in the national reports, the *summaries of each Workpackage* contained in the appendices (**no.4**) should be consulted.

3) Comparative analysis and conclusions

The conclusions in the main body of the report (3.3) assess how far the Recommendation has been complied with by comparing the law and practice of the Member States. The conclusions identify the differences in levels of compliance between different categories of EPI

4) Summarised Comparative analysis

For a comparative analysis of the results the *tables* summarise the main findings of the report. These are contained in the appendices (**no.2**).

5) Reasons for non compliance

Possible reasons for non-compliance can be found in the main body of the report (**no.3.4**)

6) Solutions

Section 4 of the report sets out the range of possible solutions which could be adopted to resolve the problems of non-compliance identified in the study.

3. Methodology

This section provides an outline of the methodology used to produce the legal findings.

In order to reach the goal of the study, the work of the candidate will be divided into 7 *Work Packages* and will be assisted by six different *tools*.

The 7 Work Packages are:

- Work Package 1: Steps taken in the Member States to implement the Recommendation;
- Work Package 2: Contract analysis;
- Work Package 3: Contact with consumer panels;
- Work Package 4: Anonymous on-the-spot surveys;
- Work Package 5: Statistical analysis;
- Work Package 6: Presentation of the results;
- Work Package 7: Management tasks.

The following tools are going to be developed at the beginning of the study:

- *technical resources*: beside the existing technical equipment of each partners, an *Intranet* will be created as the workspace and main communication tool for all partners;
- a *sample of issuers* of electronic payment instruments will be created in each country in order to identify the most representative issuers and the payment instruments they provide;
- a *compliance check-list* will enable partners to check whether the Recommendation is implemented or not;
- *methodological guidelines*:
 - 1) format for presenting the sample,
 - 2) methodology for performing the anonymous on-the-spot surveys,
 - 3) structure of the 4 reports due for WP1, WP2, WP3 and WP4,
 - 4) BvD questionnaire for statistical analysis.

WORK PACKAGE 1: STEPS TAKEN IN THE MEMBER STATES TO IMPLEMENT THE RECOMMENDATION

- Building the sample: See point “ Sample of issuers and EPI” under Tools
- Steps taken in the Member States to implement the Recommendation:

According to article 11 of the Recommendation, Member States are invited to take the necessary measures to ensure that issuers of electronic payment instruments conduct their activity in accordance with the provisions of the Recommendation.

To examine the steps which the various Member States have taken to implement the recommendation within their national law, the research will involve:

- the collection of relevant **legal texts and draft legislation** in each of the Member State for a detailed analysis of their provisions to ascertain their method of incorporating the principles of the Recommendation into national law;
- owing to the differing methods of implementation there will also be an examination of relevant **codes of practice** and a review of the significance of these codes within the relevant legal framework;
- there will be an examination of the adequacy of the methods available within each Member State for **settling disputes** between issuer and holder;
- determining the existence of the principle of **reversal of the burden of proof** in favour of consumers.

To determine the application of these regulations, a detailed analysis of the **case law and arbitration decisions** in this area will be performed.

This work will be done with the help of the Compliance checklist, used to verify the compliance with the Recommendation.

WORK PACKAGE 2: CONTRACTS ANALYSIS

The second task will involve an examination of the **contracts** supplied by issuers of electronic payment instruments and their compliance with the Recommendation. This comprises an analysis of the **contractual conditions** of sale given in writing to users prior to contract conclusion. This will be achieved by examining contracts from issuers of various types of EPIs within the **sample group**.

This work will be carried out with the help of the second and third tools above described: the *sample* of issuers and EPIs and the *compliance check-list*. The sample will allow for the identification of the issuers whose contractual conditions will be analysed; the check-list will enable the partners to verify the compliance of the contracts with the Recommendation.

This task will involve notably an examination of the contracts including:

- the extent to which the terms used meet the required standards of clarity and comprehensiveness and whether they are supplied in an appropriate language at the appropriate time;
- the obligations and liabilities of the holder and issuer and the steps imposed upon the holder regarding the safeguarding of the payment instrument;

- adherence to the requirement to detail charges, exchange rates and interest rates;
- examination of the redress and complaints procedures and the means of gaining access to them;
- clear information detailing the transactions effected allowing the user to identify the transaction and the amount debited and any fees and rates of exchange applicable.

WORK PACKAGE 3: CONTACTS WITH CONSUMER PANELS

Contacts with consumers panels, namely existing consumers associations and/or panels specifically set up to analyse the situation with regard to new means of payment will be taken.

This will involve both qualitative and quantitative analysis through recourse to information provided by organisations which gather consumers' complaints such as the Consumers Association and the Banking Ombudsman (such as consumer surveys and studies performed in the field of electronic payments).

The following method of work should be followed:

1st step: enter into contact with consumer associations and, whenever existing, with banking ombudsmen. Those contacts are aimed at:

- collecting information on the complaints received by consumer associations and banking ombudsmen, related to the relation between issuers and holders of EPIs;
- providing a clear idea of the existing consumer panels specifically created in the field of EPIs granted to consumers.

2nd step: if consumer panels exist: contacts should be taken with those panels in order to try to collect relevant information (reports, studies, surveys, etc.) on the relation between issuers and holders of EPIs.

3rd step:

An analysis of the information collected should be performed:

- analysis of the profile and frequency of the complaints,
- analysis of the results obtained in the information provided by consumer panels.

Respectively the second and the third tools above described (the sample of issuers and the compliance check-list) will be used to carry out this task. The *sample* group will allow for the identification of the most relevant issuers and EPIs that will be analysed.

The *check-list* will be used to check whether the results obtained by the consumer associations on the practice of issuers with regard to electronic payment systems comply with the Recommendation, and to identify major shortcomings.

WORK PACKAGE 4: ANONYMOUS ON-THE-SPOT SURVEYS

On-the-spot surveys will be carried out in the local branches of the issuing institutions to establish how the issuers apply the provisions of the Recommendation in practice. The purpose of these surveys is to determine how various issuers comply with their obligations to customers as they proceed through each of the stages of acquiring and using an EPI, from finding out how the instrument works to dealing with any disputes which arise. The surveys will be conducted anonymously by shadowing customers dealing with issuers of EPIs.

Here again, the *sample* of issuers and the *compliance check-list* will be used:

- the sample: to identify the EPIs for which an anonymous on-the-spot survey will be carried,
- the compliance check-list: to verify the compliance of the practice with the Recommendation.

The on-the-spot surveys will involve shadowing customers opening accounts with the sample group of issuers in each Member State to determine whether they have complied with the requirements to provide the requisite information prior to concluding a contract.

In order to assess whether the issuer has complied with its obligations after the contract has been concluded it will be necessary to have access to a wider group of customers.

A *sample group of users* will be set up. This users group will be used to provide information on whether issuers have complied with all of their obligations after conclusion of the contract such as the provision of information after each transaction, dealing with lost or stolen cards and settling disputes. This information will be used in conjunction with information from the issuer itself and information from consumer bodies and associations to provide both qualitative and quantitative analysis of the practices of issuers. This group will also be used to determine whether the holders of EPIs comply with the obligations placed upon them.

Anonymous on-the-spot surveys will notably consider:

- whether the electronic payment issuers have provided the terms and conditions governing the issuing and use of an electronic payment instrument when the contract was signed or in good time prior to the delivery of an electronic payment instrument;
- whether information provided subsequent to a transaction includes the relevant information and is sufficiently clear;
- whether the issuer has fulfilled the obligations stated in the contract;
- whether the holder has fulfilled their obligations to keep the EPI safe;
- whether both parties meet their obligations for notifying the loss or theft of an EPI;
- whether the day-to-day practice of issuers differ from the terms and conditions set forth in the contracts.

WORK PACKAGE 5: STATISTICAL ANALYSIS

The objectives of the statistical analysis are to:

1. identify which provisions of the Recommendation are properly implemented by national legislation and/or by issuers and which ones are less or not ;

2. synthetically describe the extent of compliance with the Recommendation per country, issuer and EPI, with the help of statistics providing the Commission with a clear overview of the Recommendation's implementation in each European country.
3. analysing whether systematic i.e. statistically significant relations exist between characteristics (i.e. profile) of EPIs, issuers and countries on the one hand, and their "performance" in complying with the Recommendation on the other hand.

The information and data collected at country level, and in particular through the compliance check-list, will be transformed into *logical/quantified indicators*. The statistical analysis will be performed on these indicators. The results of this will be reviewed by the collectors of information for critical review and validation of interpretation.

Two main categories of indicators are considered:

5.1. Indicators of profile (characteristics) (sources of information for each item will be stated: documents, BvD questionnaire, sample of issuers, ad-hoc BvD phone survey)

5.1.1. Per country

- legislation or draft legislation,
- existence of a specific procedure to settle disputes,
- consumers involved in the setting-up procedure (of code of conduct),
- intensity of use of EPIs.

5.1.2. Per EPI per country

- EPI exists or not,
- "market share",
- price.

5.1.3. Per issuer per country

- credit institution or not,
- business company or not,
- type of legal structure (a small number of categories),
- main business (a small number of categories),
- type of shareholders (a small number of categories),
- size (a small number of categories).

5.2. Indicators of performance

Performance is defined as *compliance with the provisions of the Recommendation*, and is assessed on a scale between 1 (very weak) and 5 (very strong), as follows:

- | | |
|----|-------------|
| 1: | very weak |
| 2: | weak |
| 3: | moderate |
| 4: | strong |
| 5: | very strong |

The partners will carry out such assessment with the help of a *common methodology*. The consistent use of the methodology will be calibrated throughout the study.

Performance is assessed at country level as well as at EPI level and issuer level when relevant (i.e. differences between EPIs or issuers within a country).

Compliance will be analysed regarding the following criteria:

- overall legislation and draft legislation,
- transparency of conditions for transaction,
- obligations and liabilities of the parties to a contract,
- notification procedure and liability of the issuer after notification,
- burden of proof,
- settlement of disputes.

WORK PACKAGE 6: PRESENTATION OF THE RESULTS

The presentation of the results will include the following tasks:

- drafting the initial progress assessment;
- drafting the interim report;
- drafting the final report.

These tasks involve the gathering of information collected by all the partners of the Consortium during the various steps (Work Packages 1 to 4).

For obvious efficiency reasons (heavy workload compared to the time schedule and the available resources), the country reporting will be based on standard formats for each of the 4 first Work Packages. In each country it is also appropriate that the data and information collection is closely based on the reporting standard formats.

WORK PACKAGE 7: MANAGEMENT TASKS

The management tasks will include, on the one hand, the co-ordination of the partners, ensured by CRID and the IT Law Unit with the support of BvD, and on the other hand, the financial co-ordination ensured by CRID.

Beside those management tasks, the three partners will take part in the meetings of the *Steering Committee* that are to be held with the European Commission at three occasions:

- at the time of the delivery of the Initial Progress Report;
- at the time of the delivery of the Interim Report;
- at the time of the delivery of the Final Report.

The management and co-ordination of the Consortium will be ensured by the two leaders of the Consortium, namely CRID and the IT Law Unit.

They will ensure, throughout the study, various management tasks such as:

- the financial co-ordination of the study;
- compliance of all the partners with the methodology described in the Application Dossier and with the methodology developed throughout the study;
- on-time delivery of high quality reports;
- collection of inputs of all partners;

- a strong communication link between partners;
- proper functioning of the Intranet created for the purpose of the study.

Under the responsibility of the two leaders, BvD will ensure the monitoring of the work progress at Work Packages and partners levels. This control will be carried out by phone at the mid-term of each Work Package and will consist of a list of questions asked to the partners for assessing the progress of work and for identifying any situation requiring corrective measures to finalise the work on due time.

The summary results of the monitoring will be communicated to the 2 leader partners.

4. Tools

The Consortium has carried out the work for the purpose of the study with the help of six technical tools, namely:

- 1) technical resources,
- 2) a sample of issuers and EPIs,
- 3) a compliance check-list,
- 4) methodology for performing the anonymous on-the-spot surveys,
- 5) format of the 4 reports due for WP1, WP2, WP3 and WP4,
- 6) BvD questionnaire.

1. Technical resources

All the partners of the Consortium are equipped with a computer and an Internet connection, allowing easy, fast and efficient communication between themselves and access to all the variety of information that can be found on the Internet.

In order to create a strong communication between partners, and to stimulate an interactive collaboration, an Intranet has been created at the at the beginning of the study. Access was reserved to members of the Consortium. A common mailing list was also created.

2. Sample of issuers and EPIs

The sample was aimed at correctly and qualitatively representing the existing issuers in each European country and the type of electronic payment instruments (EPIs) they provide. It was presented in a table completed in each country.

Two important points must be developed with regard to this sample:

- first, the methodology that was followed for constituting the sample;
- second, the different ways the sample was used.

2.1. How to build the sample?

The aim of the table – main tool to build the sample – was to present the situation in each European country concerning the issuers of electronic payment instruments and the types of EPIs they provide. The sample aimed not at a quantitative representation: the number of issuers to consider would imply resources much in excess of what is available in this study.

The sample aimed at a qualitative representation, i.e. covering the diversity of EPIs and issuers that exist in each country.

2.1.1. *Regarding the issuers of EPIs*

A selection of issuers in each country was performed, taking into account the following criteria:

- *First step*: a distinction between credit institutions¹, on the one hand, and other types of issuers on the other hand should be made. This first distinction gave an overview of the different status of the issuers and of their proportion;
- *Second step*: inside the category of credit institutions a division was made as follows:

To achieve the representativeness among the credit institutions, the issuers were chosen in priority (but not only) on the basis of the *membership to electronic clearing networks* (such as CETREL in Luxembourg, CEC and Banksys in Belgium). The sample was also built to include as far as possible issuers that issue a *large number of different EPIs* in order to allow interesting comparisons between those issuers' behaviours. After this first selection, a second one took place on a *market share basis* to allow the analysis of credit institutions of different sizes.

A selection from 3 to 5 credit institutions among the largest ones was made;

A selection from 3 to 4 credit institutions among the small and medium ones was made, the choice was made in order to focus the analysis on the credit cards that offer the largest number of EPIs.

- *Third step*: inside the category of non credit institutions, a division was made as follows:

A selection from 2 to 3 international companies offering credit instruments such as Visa, MasterCard, Diner's, American Express, etc. was made;

A selection from 2 to 3 issuers that offer instruments that are used in a closed group of retailers (e.g.: petrol companies; stores; etc.) was made.

The range of between 2 and 5 institutions for the various categories allowed the partners to take into account the diversity of situations from country to country (population of issuers, diversity of issuers and EPIs categories, etc.) while keeping in line with the resources available for the study.

This selection will led to the analysis of:

- **A minimum of 10 issuers:** **6 credit institution issuers,**
4 non credit institution issuers;
- **A maximum of 15 issuers:** **9 credit institution issuers,**
6 non credit institution issuers.

It is important to mention that the above-mentioned criteria could have been adapted to the particularities of a country: the situation might have arise where the criteria were not possible to fulfil, in this case an adaptation was possible (such as a smaller number of issuers than stated above, or a different distribution between credit and non credit institutions issuers).

1 ***Credit institution*** means an undertaking whose business is to receive deposits or other repayable funds from the public and to grant credits for its own account (article 1 of Directive 77/780/EEC of 12 December 1977 on the co-ordination of laws, regulations and administrative provisions relating to the taking up and pursuit of the business of credit institutions).

2.1.2. Regarding the EPIs

All the categories of EPI proposed in the country were represented in the sample. The following classification applied:

1. Debit cards,
2. Deferred debit cards,
3. Credit cards,
4. Company cards,
5. Phone banking,
6. Home banking,
7. Internet banking,
8. Reloadable instrument (chip card, smart card),
9. Electronic tokens stored on a computers' memory.

The table showed the different categories of EPI proposed by each issuer.

2.2. How to use the sample?

The sample was used for the performance of the study, namely for the different methods of enquiry foreseen. It was used for the following purposes:

2.2.1. Analysis of the contractual terms and conditions supplied to EPIs holders (Work Package 2)

For selecting the contracts whose terms and conditions were analysed, the following criteria applied:

among the largest credit institutions issuers, from 3 to 4 were analysed, for each of the EPI they propose;

among the small and medium credit institution issuers, from 3 to 5 were analysed, for each of the EPI they propose;

among the non credit issuers, from 4 to 6 were analysed, for each of the EPI they propose.

The analysis of the contractual terms and conditions was performed, for each EPI, over:

- **A minimum of 10 issuers:** **6 credit institution issuers,
4 non credit institution issuers;**
- **A maximum of 15 issuers:** **9 credit institution issuers,
6 non credit institution issuers.**

2.2.2. Consumer panels (Work Package 3)

The sample was also used in the frame of contacts with consumer panels. It allowed to require information on the selected issuers and the selected EPIs.

2.2.3. Anonymous on-the-spot surveys (Work Package 4)

The sample was used for selecting the EPIs and the issuers for whom an anonymous on-the-spot survey was performed.

A selection of approximately 15 EPIs in each country was performed, which means that approximately 15 anonymous on-the-spot surveys were carried out. The selection was based on the results obtained from the work carried out under Work Package 1, Work Package 2, and Work Package 3.

2.3. Format of the sample

For constituting the sample, the following table was used.

Country

Issuers	Issuer 1	Issuer 2
EPI						
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?						
Debit card						
Deferred debit cards						
Credit card						
Company card						
Phone banking						
Home banking						
Internet banking						
Electronic money instrument						
Electronic tokens on a computer's memory						

3. Compliance check-list

The third tool was a *check-list* aimed at assessing the compliance of issuer's practice in their relations with holders of EPIs with the principles set forth in the Recommendation. This check-list was based on the Recommendation itself, particularly on articles 3 to 10. It was divided into 5 parts in order to analyse the most important provisions of the Recommendation:

- the transparency of conditions for transactions (articles 3 and 4);
- the obligations and liabilities of the parties to a contract (articles 5, 6, 7 and 8);
- notification and liability of the issuer after notification (article 9);
- the burden of proof (article 7-2 c); and
- the settlement of disputes (article 10).

The check-list took the form of a list of questions aimed at assessing the compliance with the Recommendation. This tool was used for the following Work Packages:

- Work Package 1: analysis of legislation,
- Work Package 2: contracts analysis,
- Work Package 3: contacts with consumer panels,
- Work Package 4: anonymous on-the-spot surveys.

3.1. Transparency of conditions for transactions

These questions were based on articles 3 and 4 of the Recommendation.

- 1) What kind of information is provided to the holder before the contract is concluded?
- 2) What kind of information is provided to the holder upon signature of the contract?
- 3) Is the information provided in easily understandable words and in a readily comprehensive form?
- 4) What kind of information is provided to the holder after each transaction?
- 5) What kind of optional information is provided to the holder in the contractual conditions? Is this information provided gratuitously?
- 6) What kind of optional information is provided to the holder after each transaction? Is this information provided gratuitously?

Assessment of compliance / non compliance with the Recommendation

3.2. Obligations and liabilities of the parties to a contract

These questions were based on articles 5, 6, 7 and 8 of the Recommendation.

- 1) What are the obligations and liabilities of both parties if the EPI is lost or stolen?
- 2) Do issuers comply with the obligation to provide information on the reciprocal obligations and liabilities before the contract is concluded? (or well before the issue of the EPI)
- 3) What precautions do holders take (or are supposed to take) to keep their EPI safe?
- 4) What is the amount of the holder's liability before notification?
- 5) Is the principle of exempting a holder from liability (article 6-3) where the EPI is used without physical presentation or electronic identification applied in practice?
- 6) Is the holder provided with a right to countermand an order? (*this should only occur when the amount payable was not determined when the order was given*)
- 7) What happens when the issuer alters the terms of the contract?
- 8) Does the issuer comply with the obligation not to dispatch an unsolicited EPI?

*Assessment of compliance / non compliance with the Recommendation,
When relevant, reasons why issuers fail to comply with their obligations.*

3.3. Notification procedure and liability of the issuer after notification

These questions were based on article 9 of the Recommendation.

- 1) Are enough means available “at any time of the day” to enable the holder to notify the loss or theft of the EPI?
- 2) Is the notification procedure easy to follow for the holder? Is sufficient information provided to the holder as to the functioning of the procedure?
- 3) Is the holder provided with a mean to prove his notification?
- 4) Is the issuer empowered with sufficient technical means to stop the use of the EPI?
- 5) Are there cases where disputes arise between issuers and holders for reason of non compliance with the reciprocal obligations in case of loss or theft of the EPI?
- 6) What EPI/payment system appear the safest for the holder?

Assessment of compliance / non compliance with the Recommendation

3.4. Burden of proof

These questions were based on article 7 (2) (e) of the Recommendation.

- 1) What does the contract say about the burden of proof in case of dispute about a transaction?
- 2) Is the holder exempted from bringing any proof if he disputes a transaction?
- 3) In relation to the contractual conditions and, if relevant, the existing legislation, what does the practice show in the area of burden of proof?
- 4) Is there any case law testifying the practical situation of holders in their relationship with issuers?
- 5) Is a more binding legislative instrument needed to implement the principle that the burden of proof falls on the issuer?

Assessment of compliance / non compliance with the Recommendation

3.5. Settlement of disputes

These questions were based on article 10 of the Recommendation.

- 1) Are adequate and effective means for the settlement of disputes between a holder and an issuer available? (both judicial and non judicial redress procedures)
- 2) On what legal basis are redress procedures based?
- 3) What kind of information is provided to holders on the settlement of disputes?
- 4) In practice, what proportion of disputes are solved through a redress procedure or out-of-court?
- 5) For what reason would holders be reluctant to solve their disputes in court?

Assessment of compliance / non compliance with the Recommendation

4. Methodology for performing the anonymous on-the-spot surveys

4.1. Anonymous on-the-spot surveys beside issuers

Three steps were analysed:

- the demand of an EPI,
- the use of the EPI,
- the case of loss or theft of the EPI (or of the means which enable it to be used).

Method followed for performing the surveys:

Step 1: demand of an EPI

1. go to a credit or non credit institution and ask to apply for an EPI,
2. do not ask for any specific information: be passive and see what the issuer provides you spontaneously,
3. in case the issuer did not provide you with any information (or with very little information), ask if you could be provided with further information.

Step 2: use of the EPI

1. check what kind of information is provided after a transaction,
2. check the procedure to obtain the information (information spontaneously provided or requires steps to be taken by the holder), the content of the information and the format in which it is transmitted.

Step 3: loss or theft of the EPI (or of the means which enable it to be used)

1. test the notification procedure: what steps should be taken, is it easily accessible (24 hours a day)
2. test if the holder is provided with a means to prove the notification in case of phone notification.

4.2. Surveys beside holders of EPIs

The aim of such surveys was to determine whether the holders of EPIs complied with the obligations placed on them by the recommendation.

A sample group of holders was asked the following questions:

1. *Do you make everything possible to keep your EPI safe?*

- Do you give your personal identification number to anyone?
- Do you make it easily accessible (written on the EPI, in your purse, in your bag, etc.)?

2. *In case of loss or theft of the EPI:*

- Do you notify without any delay to the issuer (as soon as you are aware of the problem)?
- Do you know the steps to take to notify? Do you think you are correctly informed by the issuer on the steps to take to notify?
- Were you provided with a mean to prove the notification? (in case of phone notification)?
- What amount was charged to you by the issuer (if any)? (in case your EPI was fraudulently used by a third party) What kind of costs did the loss or theft incurred to you?

- Did the issuer try to put forward your fraud or negligence to reduce his liability?

3. *Unsolicited EPIs*

- Has the holder ever received from the issuer a new EPI without asking for it?
- If yes, did it incur any cost?
- Did the holder complain to the issuer?

5. Formats for the reports of WP1, WP2, WP3 and WP4

5.1. Reporting of WP1: analysis of the steps taken by the Member States to implement the recommendation

1. Analysis of existing legislation and draft legislation

1.1. Existing legislation

1.1.1. Overview of the existing legislation

1.1.2. Content

1.1.3. Compliance with the recommendation: apply the compliance check-list

1.2. Draft legislation

1.2.1. Overview of the draft legislation

1.2.2. Content

1.2.3. Compliance with the recommendation: apply the compliance check-list

2. Analysis of relevant codes of conduct

2.1. Overview of the existing codes of conduct / codes of best practices

2.2. Content

2.3. Compliance with the recommendation: apply the compliance check-list

3. Case law and/or arbitration decisions

3.1. Overview

3.2. Content

3.3. Compliance with the recommendation: apply the compliance check-list

4. Dispute settlement mechanisms

4.1. Overview of existing dispute settlement mechanisms

4.2. Compliance with the recommendation: apply the compliance check-list

5. Principle of burden of proof

5.1. Is the principle of burden of proof reversed in favour of the consumer?

5.2. Compliance with the recommendation

5.2. Reporting of WP2: Contract analysis

1. Overview of the contracts collected

- 1.1. Assessment of contacts with issuers
- 1.2. Description of the contracts collected

2. Compliance with the Recommendation

- 1.1. Transparency for conditions for transactions
- 1.2. Obligations and liabilities of the parties to a contract
- 1.3. Notification and liability of the issuer after notification
- 1.4. Burden of proof
- 1.5. Settlement of disputes

5.3. Reporting of WP3: Consumer panels

1. Description of contacts

- 1.1. Type of associations contacted (consumer associations, banking ombudsmen, etc.)
- 1.2. Contacts with specific consumer panels

2. Information collected

- 2.1. Beside consumer associations and banking ombudsmen
- 2.2. Beside specific consumer panels

5.4. Reporting of WP4: Anonymous on-the-spot surveys

1. Table to be fulfilled for each survey

Anonymous on-the-spot survey n° ..	
<p><u>1) Data concerning the survey</u></p> <ul style="list-style-type: none"> - date (if applicable, mention the different contacts with the issuer) - issuer (status, address, etc.) - EPI concerned 	
<p><u>2) Context of the demand</u></p> <ul style="list-style-type: none"> - holder already known by the issuer: the holder is already client and asks for a new EPI - <i>or</i>, new relationship between the issuer and the holder 	
<p><u>3) General information required by the issuer</u></p> <ul style="list-style-type: none"> - personal status? - Gross salary? - Kind of personal information required? - Etc. 	
<p><u>4) Information spontaneously provided by the issuer before conclusion of the contract</u></p> <ul style="list-style-type: none"> - kind of information provided - format (medium) in which the information is provided - time the information is provided 	
<p><u>5) Information provided by the issuer before conclusion of the contract as a respond to a specific request from the holder</u></p> <ul style="list-style-type: none"> - kind of information requested by the holder - kind of information provided (+ mention of the information not provided by the issuer) - format (medium) in which the information is provided 	

<p><u>6) Information provided by the issuer subsequent to a transaction</u></p> <ul style="list-style-type: none"> - kind of information provided - format in which the information is provided - time the information is provided (how long after the transaction?) - for electronic money instruments: is there a possibility to check the last 5 transactions? 	
<p><u>7) In case of loss or theft of the EPI</u></p> <ul style="list-style-type: none"> - procedure to be followed by the holder to notify the issuer - is the procedure easily accessible? - Is a mean to prove the notification provided to the holder? (in case of phone notification) 	

2. Completed compliance check-list

2.1. Transparency for conditions for transactions: this should include a clear distinction between compulsory information and optional information (referred to in the recommendation as “*where appropriate*”, *the following information will be provided...*)

2.2. Obligations and liabilities of the parties to a contract

2.3. Notification and liability of the issuer after notification

2.4. Burden of proof

2.5. Settlement of disputes

3. Conclusion: assessment of the issuers’ practice?

Where relevant, a distinction should be operated between issuers (major vs. small issuers; financial issuers vs. non-financial issuers, etc.), and between EPIs (recommendation correctly implemented for some EPIs but not for others, etc.).

6. Statistical analysis questionnaire

COUNTRY QUESTIONNAIRE FOR STATISTICAL ANALYSIS

First part of the questionnaire – Profile of legislation

1. Does the country considered have a legislation about the EPIs and the transactions between issuers and holders?
 YES
 NO
2. If no, is there at least a draft legislation?
 YES
 NO
3. Assess the compliance of the existing legislation or draft legislation with the Recommendation
 1 – very weak
 2 – weak
 3 - moderate
 4 – strong
 5 – very strong
4. In general, are the consumers involved in the setting-up procedure of the Codes of conduct?
 YES
 NO
5. Is there a specific procedure/mechanism to settle the disputes between issuers and holders of EPIs?
 YES
 NO
6. Is the principle of burden of proof reversed in favour of the consumer
 YES
 NO

Second part of questionnaire – Assessment of the compliance

For each EPI and issuer, please rank between 1 to 5 the compliance of the 6 following criteria in the table:

1. Transparency of conditions for transaction

Issuers	N°1	N°2	N°3	N°4	N°5	N°6	N°7	...
EPIs								
EPI n°1								
EPI n°2								
EPI n°3								
EPI n°4								
EPI n°5								
EPI n°6								
...								

Significance of scores

- 1 = very weak compliance*
- 2 = weak compliance*
- 3 = moderate compliance*
- 4 = strong compliance*
- 5 = very strong compliance*

The same table will be done for:

2. Obligations and liabilities of the parties to a contract,
3. Notification procedure and liability of the issuer after notification,
4. Burden of proof,
5. Settlement of disputes.

Appendice 2

Tables

Debit card

= payment instrument that allows payment by the direct and normally online debit of an account.

CONSIDERED EPI :

Debit card

CRITERIA :

Transparency of conditions for the transactions

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	Generally in compliance	No information from contacts with consumer panels	Compliance: except in one case where no terms were provided even after request
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels	Compliance
Germany	no provision in legislation	In compliance	No information from contacts with consumer panels	Compliance: format of information not always clear
Greece	Compliance	Generally in compliance but not always readily comprehensive	EKPOIZO and bank ombudsman reported cases of insufficient and/or misleading information and of delayed monthly statements	Non-compliance: terms provided late or only after request
Spain	Compliance	no data	No information from contacts with consumer panels	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, no compliance for post-transaction information	Generally in compliance	No information from contacts with consumer panels	Compliance

Ireland	Compliance limited to pre-transaction information	Technical language and poor spacing	No information from contacts with consumer panels	Late compliance: only moderate quality of language and format
Italy	Compliance		No information from contacts with consumer panels	Non-compliance
Luxembourg	Non compliance	Language is technical and print small	No information from contacts with consumer panels	Compliance: but in some cases information was only provided after request (especially on cancellation rights)
Netherland	Generally compliance in		No information from contacts with consumer panels	Late compliance: only moderate quality of format, and in one case no information provided at all
Austria	no provision in legislation	Generally compliance in	No information from contacts with consumer panels	Compliance
Portugal	Generally compliance in	Generally compliance in	No information from contacts with consumer panels	Compliance: but in one case only oral information provided on charges
Finland	Non compliance	Compliance	No information from contacts with consumer panels	Compliance: though in one case only general information was provided, not the terms and conditions
Sweden	Non compliance	In compliance	No information from contacts with consumer panels	Compliance

UK	Compliance	In compliance	No information from contacts with consumer panels	Compliance: but in some cases applications can be made at a bank without the terms being provided automatically (available on display stands)
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CONSIDERED EPI :

Debit card

CRITERIA :

obligations and liabilities of the parties

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	Generally compliance in	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels	Compliance
Germany	few existing provisions, but compliant	Generally compliance in	Consumers have too numerous code numbers to remember. The sending of EC Cards and its PIN by conventional mail may be considered as a transfer of the risk of transportation on the consumer. They are no clear court rulings concerning the loss of the card in those case yet.	Survey results do not differentiate separate classes of EPI

Greece	limit of holder's liability freely estimated by issuer, no exemption in the frame of article 6.3 of Recommendation	Not in compliance with liability provisions or notification provisions	the draft brochure of the Greek Bank Federation still consider that the use of the PIN by a third party supposes a fault form the holder. Issuers provide few information on reciprocal obligations/liabilities, and do not inform properly about contract terms alteration	Non-compliance: full liability of holder. It is reported that some holders disclose their PIN code to third parties
Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	AUSBANC denounces the reverse of the burden of proof resulting from the issuer practices alleging negligence in the custody of the card.	Survey results do not differentiate separate classes of EPI
France	few existing provisions, but compliant	Contracts do not comply with limits on holder's liability	No information from contacts with consumer panels	Compliance: but 40% of holders disclosed PIN to a family member
Ireland	Generally in compliance, although article 6.3 not implemented	Not all contracts comply with limits on holder's liability	No information from contacts with consumer panels	Compliance: except on limitation of liability
Italy	non compliance	no data	No information from contacts with consumer panels	Non-compliance: unlimited liability, unsolicited EPIs

Luxembourg	only some provisions implemented	Generally compliance in	No information from contacts with consumer panels	Compliance
Netherland	non compliance	no data	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
Austria	no provision in legislation	Not in compliance with liability provisions	The holder has no overview of his liability because there are no uniform limits for daily cash withdraws and the banks can change them at any time by simply displaying new conditions in the bank building. There is no information given after a transaction. The issuer may send the card through conventional mail. On the other hand holders are liable for all damages caused by the loss of the EPI.	Survey results do not differentiate separate classes of EPI
Portugal	Generally compliance in article 6.3 not implemented	Generally compliance in although some issuers don't assume entire liability after notification	No information from contacts with consumer panels	Compliance
Finland	partly in compliance (no maximum amount for holder's liability)	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance

Sweden	Non compliance	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance
UK	Compliance	Generally in compliance	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI

CONSIDERED EPI :

Debit card

CRITERIA :

notification procedure and liability of the issuer after notification

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Generally compliance in	No information from contact with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contact with consumer panels.	Compliance
Germany	Compliance	Generally compliance in	No information from contact with consumer panels.	Compliance
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	no 24 hours service, no mean to prove the notification except in writing	EKPOIZO reported complaints that issuers do not stop the use of the card immediately after the notification resulting to the liability of holders for subsequent unauthorized transactions. Bank ombudsman reported insufficient phone lines for notification, phone calls have been recorded only in case of credit cards.	partial compliance, phone calls not always recorded.

Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contact with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	Compliance	No information from contact with consumer panels.	Compliance
Ireland	no mean to prove the notification	Generally compliance	in 2 successful complaints related to the failure of the issuer to stop the card immediately on receipt of the notification. One was based ont the lack of an emergency phone number.	Compliance
Italy	non compliance		No information from contact with consumer panels.	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	Generally in compliance	No information from contact with consumer panels.	Compliance
Netherland	non compliance		No information from contact with consumer panels.	Compliance

Austria	no provision in legislation	Not in compliance	General terms mention that it might need 6 hours after notification in order to block the account. On the other hand, the holder must notify the loss written or in person during the issuer opening hours whereas outside the opening there is a phone service.	Compliance
Portugal	Generally compliance	Notification must be confirmed in writing	No information from contact with consumer panels.	Compliance: but requirements for subsequent written confirmation can be difficult to comply with
Finland	non compliance	Generally compliance	No information from contact with consumer panels.	Compliance
Sweden	partly compliant	Generally compliance	No information from contact with consumer panels.	Compliance
UK	Generally compliance but no requirement regarding the mean to prove the notification	Generally compliance	No information from contact with consumer panels.	Compliance

CONSIDERED EPI :

Debit card

CRITERIA :

burden of proof

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	Generally in compliance	No information from contacts with consumer panels.	Unclear
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	The courts prevailing opinion is that there is a prima facie evidence of negligence in case of fraudulent use of the card. This was explained with the secure system used by issuers. The holder is only liable for negligence but he must prove the facts that lead to his discharge.	Unclear: issuer argues liability of holder in some cases
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	Holder has to provide evidence to the contrary of the issuer internal records.	Non-compliance

Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	Generally compliance	in	AUSBANC denounces the reverse of the burden of proof resulting from the issuer practise alleging negligence in the custody of the card.	Compliance	
France	case law compliance		in	Not in compliance	No information from contacts with consumer panels.	Compliance
Ireland	burden on the holder	No provision			It appears that the Ombudsman focused on the question of wether there was any evidence of the machine malfunction and made his decision accordingly. The benefit of the doubt accrue to the complaint.	Compliance
Italy	burden on the holder				No information from contacts with consumer panels.	Non-compliance
Luxembourg	Generally compliance		in	Not clear	No information from contacts with consumer panels.	Compliance
Netherland	non compliance	no data			No information from contacts with consumer panels.	Unclear

Austria	no provision in legislation	No provision	No information from contacts with consumer panels.	Unclear
Portugal	Non-compliance	Burden not reversed	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Finland	compliance	No provision	No information from contacts with consumer panels.	Compliance
Sweden	compliance	No provision	No information from contacts with consumer panels.	Compliance
UK	compliance	Burden reversed but this is not always mentioned in the contract.	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI :

Debit card

CRITERIA :

**settlement of
disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Sometimes information provided	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	Banks do not inform properly the holders about the existing dispute mechanisms.	No information from surveys - holders unaware
Spain	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	Some information provided	No information from contacts with consumer panels.	No information from surveys - holders unaware

Ireland	Generally compliance	in No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Italy	compliance		No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Netherland	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	Non-compliance	Competent court specified	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	information on dispute resolution bodies provided.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Sweden	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
UK	Compliance	Information provided on internal dispute resolution and ombudsmen	No information from contacts with consumer panels.	No information from surveys - holders unaware

Deferred debit card

= payment instrument that allows payment by a deferred debit of an account, *i.e.* the account is only debited after a certain period of time defined in the contract between the parties.

CONSIDERED EPI : **Deferred debit card** CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	Generally in compliance	No information from contacts with consumer panels.	Compliance: though only on request
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	no provision in legislation	In compliance	No information from contacts with consumer panels.	No data
Greece	generally in compliance	Generally in compliance but terms not always clear	EKPOIZO and bank ombudsman reported cases of insufficient and/or misleading information and of delayed monthly statements	Non-compliance: terms provided late or only after request
Spain	Compliance	Generally in compliance	No information from contacts with consumer panels.	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, no compliance for post-transaction information	No data	No information from contacts with consumer panels.	No data

Ireland	Compliance limited to pre-transaction information	No data	No information from contacts with consumer panels.	Late compliance: only moderate quality of language and format
Italy	Compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Non compliance	No data	No information from contacts with consumer panels.	No data
Netherland	Generally compliance in	No data	No information from contacts with consumer panels.	Late compliance: only moderate quality of format
Austria	no provision in legislation	Generally compliance in	No information from contacts with consumer panels.	Compliance
Portugal	Generally compliance in	Generally compliance in but lack of clarity with some provisions relating to liability.	No information from contacts with consumer panels.	Compliance
Finland	Non compliance	No data	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	No data	No information from contacts with consumer panels.	No data
UK	Compliance	No data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **Deferred debit card** CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	Generally compliance in	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	few existing provisions, but compliant	Generally compliance in	Misuses in case of distance sales are too easy.	No data
Greece	limit of holder's liability freely estimated by issuer, no exemption in the frame of article 6.3 of Recommendation	Not in compliance with liability provisions or notification provisions	the draft brochure of the Greek Bank Federation implies unlimited liability of the holder till notification. Issuers provide few information on reciprocal obligations/liabilities, and do not inform properly about contract terms alteration	Non-compliance: full liability of holder. It is reported that some holders disclose their PIN code to third parties

Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	No data	AUSBANC denounces the reverse of the burden of proof resulting from the issuers practise alleging negligence in the custody of the card.	Survey results do not differentiate separate classes of EPI
France	few existing provisions, but compliant	No data	No information from contacts with consumer panels.	Compliance: but nearly 50% of holders disclosed PIN
Ireland	Generally in compliance, although article 6.3 not implemented	No data	No information from contacts with consumer panels.	Compliance: except on limitation of liability
Italy	non compliance	Generally in compliance	No information from contacts with consumer panels.	Non-compliance: drafting of terms complies, but terms not made available unless express request
Luxembourg	only some provisions implemented		No information from contacts with consumer panels.	No data
Netherland	non compliance		No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Austria	no provision in legislation	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	Generally in compliance, although article 6.3 not implemented	Not in compliance with liability provisions	No information from contacts with consumer panels.	Compliance

Finland	partly in compliance (no maximum amount for holder's liability)	No data	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	No data	No information from contacts with consumer panels.	No data
UK	Compliance	No data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **Deferred debit card** CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Compliance	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Compliance	Generally in compliance	No information from contacts with consumer panels.	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	no 24 hours service, no mean to prove the notification except in writing	EKPOIZO reported complaints that issuers do not stop the use of the card immediately after the notification resulting to the liability of holders for subsequent unauthorized transactions. Bank ombudsman reported insufficient phone lines for notification, phone calls have been recorded only in case of credit cards.	partial compliance, phone calls not always recorded.

Spain	no mean to prove the notification, no obligation for a 24 hours service	No data	No information from contacts with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	No data	No information from contacts with consumer panels.	Compliance
Ireland	no mean to prove the notification	No data	No information from contacts with consumer panels.	Compliance
Italy	non compliance	Must be confirmed in writing	No information from contacts with consumer panels.	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	No data	No information from contacts with consumer panels.	No data
Netherland	non compliance	No data	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	Generally compliance in	Notification must be confirmed in writing	No information from contacts with consumer panels.	Compliance
Finland	non compliance	No data	No information from contacts with consumer panels.	Compliance

Sweden	partly compliant	No data	No information from contacts with consumer panels.	No data
UK	Generally in compliance but no requirement regarding the mean to prove the notification	No data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **Deferred debit card** CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	Compliance	No information from contacts with consumer panels.	Unclear
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	The courts prevailing opinion is that there is a prima facie evidence of negligence in case of fraudulent use of the card. This was explained with the secure system used by the issuers.	No data
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	Holder has to provide evidence to the contrary of the issuer internal records.	Non-compliance

Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	No data	AUSBANC denounces the reverse of the burden of proof resulting from the issuers practise alleging negligence in the custody of the card.	Compliance
France	case law in compliance	No data	No information from contacts with consumer panels.	Compliance
Ireland	burden on the holder	No data	No information from contacts with consumer panels.	Compliance
Italy	burden on the holder	Burden not reversed	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Generally compliance in	No data	No information from contacts with consumer panels.	No data
Netherland	non compliance	No data	No information from contacts with consumer panels.	Unclear
Austria	no provision in legislation	No provision	No information from contacts with consumer panels.	Unclear
Portugal	Non-compliance	Burden not reversed	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Finland	compliance	No data	No information from contacts with consumer panels.	Compliance

Sweden	compliance	No data	No information from contacts with consumer panels.	No data
UK	compliance	No data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **Deferred debit card** CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No data
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	Banks do not inform properly the holders about the existing dispute mechanisms.	No information from surveys - holders unaware
Spain	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Ireland	Generally in compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware

Italy	compliance	Some information on dispute resolution provided	No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance		No information from contacts with consumer panels.	No data
Netherland	Compliance	Address of complaints body not always given. Some methods of resolution excluded.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	Non-compliance	Competent court specified	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Sweden	Compliance	no data	No information from contacts with consumer panels.	No data
UK	Compliance	no data	No information from contacts with consumer panels.	No data

Credit card

= payment instrument that allows purchases to be made on a credit basis. It enables the holder to make purchases from any retailer accepting the credit card and repay the total sum spent to the credit card issuer at the time and over the period of time specified in the contract.

CONSIDERED EPI : **credit card**

CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	compliance	Generally compliance in	No information from contacts with consumer panels	Partial compliance: terms not made available in advance of signature, not easy to understand
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels	Compliance: except in one case where part of terms were supplied after the contract
Germany	no provision in legislation	In compliance	No information from contacts with consumer panels	No data
Greece	generally compliance in	Generally compliance in but terms not always clear	EKPOIZO and bank ombudsman reported cases of insufficient and/or misleading information and of delayed monthly statements	Non-compliance: terms provided late or only after request
Spain	Compliance	no data	No information from contacts with consumer panels	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, no compliance for post-transaction information	no data	No information from contacts with consumer panels	Compliance

Ireland	Compliance limited to pre-transaction information	Detailed provisions but technical language and poor spacing.	ODCA reported a case relating to the lack of information on credit card statement	Late compliance: only moderate quality of language and format
Italy	Compliance	Not in compliance	No information from contacts with consumer panels	Non-compliance
Luxembourg	Non compliance	Technical language and small print	No information from contacts with consumer panels	Compliance: but in some cases information was only provided after request (especially on cancellation rights)
Netherland	Generally compliance in	Generally compliance in	No information from contacts with consumer panels	No data
Austria	Generally compliance in	Generally compliance in	Terms about exchange rates are vague and not transparent. Informations about settlement of accounts are uncomplete.	Compliance
Portugal	Generally compliance in	Generally compliance in but lack of clarity with some provisions relating to liability.	No information from contacts with consumer panels	Compliance
Finland	Non compliance	Generally compliance in but print small and may be hard to read.	No information from contacts with consumer panels	Compliance

Sweden	Generally compliance	in compliance but information in small type	No information from contacts with consumer panels	Compliance
UK	Compliance	In compliance	No information from contacts with consumer panels	Compliance: but in some cases applications can be made at a bank without the terms being provided automatically (available on display stands)

CONSIDERED EPI : **credit card**

CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	Generally in compliance	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels	Compliance
Germany	few existing provisions, but compliant	Generally in compliance	Misuses of credit card for distance sale are too easy.	No data
Greece	limit of holder's liability freely estimated by issuer, no exemption in the frame of article 6.3 of Recommendation	Not in compliance with liability provisions or notification provisions	the draft brochure of the Greek Bank Federation implies unlimited liability of the holder till notification. Issuers provide few information on reciprocal obligations/liabilities, and do not inform properly about contract terms alteration	Non-compliance: full liability of holder. It is reported that some holders disclose their PIN code to third parties
Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	AUSBANC denounces the fact that issuers allege negligence in the custody of the card, producing the reverse of the burden of proof.	Survey results do not differentiate separate classes of EPI

France	few existing provisions, but compliant	no data	No information from contacts with consumer panels	Compliance
Ireland	Generally in compliance, although article 6.3 not implemented	Generally in compliance	The ODCA reported a case of unsolicited increase in credit card limit.	Compliance: except on limitation of liability
Italy	non compliance	No provision on limits of holder's liability	No information from contacts with consumer panels	Non-compliance
Luxembourg	only some provisions implemented	Not in compliance with liability provisions	No information from contacts with consumer panels	Non-compliance: full liability of holder until notification
Netherland	non compliance	Generally in compliance with limit to holder's liability. Time period for contract changes not always met.	No information from contacts with consumer panels	No data
Austria	compliance	Not in compliance with liability provisions	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
Portugal	Generally in compliance, although article 6.3 not implemented	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance
Finland	partly in compliance (no maximum amount for holder's liability)	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance
Sweden	partly compliant	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance

UK	Compliance	Generally compliance	in	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
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CONSIDERED EPI : **credit card**

CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Compliance	No information from contacts with consumer panels	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels	Compliance: except in one case where it required 20 telephone calls to block the EPI
Germany	Compliance	Generally compliance in	No information from contacts with consumer panels	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	no 24 hours service, no mean to prove the notification except in writing	EKPOIZO reported complaints that issuers do not stop the use of the card immediately after the notification resulting to the liability of holders for subsequent unauthorized transactions. Bank ombudsman reported insufficient phone lines for notification, phone calls have been recorded only in case of credit cards.	partial compliance, phone calls not always recorded.

Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	no data	No information from contacts with consumer panels	Compliance
Ireland	no mean to prove the notification	Generally compliance	in No information from contacts with consumer panels	Compliance
Italy	non compliance	Must be in writing	No information from contacts with consumer panels	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	Generally compliance	in No information from contacts with consumer panels	Compliance
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels	No data
Austria	only mention of a contact point for notification	Not in compliance	No information from contacts with consumer panels	Compliance
Portugal	Generally compliance	in Notification must be confirmed in writing	No information from contacts with consumer panels	Compliance: but requirements for subsequent written confirmation can be difficult to comply with
Finland	non compliance	Generally compliance	in No information from contacts with consumer panels	Compliance

Sweden	partly compliant	Generally compliance	in	No information from contacts with consumer panels	Compliance
UK	Generally compliance but no requirement regarding the mean to prove the notification	Generally compliance	in	No information from contacts with consumer panels	Compliance

CONSIDERED EPI : **credit card**

CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	Generally in compliance	No information from contacts with consumer panels	Unclear
Denmark	Compliance	Compliance	No information from contacts with consumer panels	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	The courts prevailing opinion is that there is a prima facie evidence of gross negligence if the card has been used fraudulently. This was explained with the secure system used by issuers.	No data
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	Holder has to provide evidence of the contrary of the issuer's internal records.	Non-compliance

Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	no data	AUSBANC denounces the reverse of the burden of proof resulting of issuer practices alleging negligence in the custody of the card.	Compliance
France	case law in compliance	no data	No information from contacts with consumer panels	Compliance
Ireland	burden on the holder	Provisions in some contracts to reverse burden but not all.	No information from contacts with consumer panels	Compliance
Italy	burden on the holder	Burden not reversed	No information from contacts with consumer panels	Non-compliance
Luxembourg	Generally compliance in	Not clear	No information from contacts with consumer panels	Compliance
Netherland	non compliance	Not in compliance	No information from contacts with consumer panels	No data
Austria	Not in compliance	No provision	No information from contacts with consumer panels	Unclear
Portugal	Non-compliance	Burden not reversed	No information from contacts with consumer panels	Unclear: issuer argues liability of holder in some cases
Finland	compliance	No provision	No information from contacts with consumer panels	Compliance

Sweden	compliance	No provision	No information from contacts with consumer panels	Compliance
UK	compliance	Burden reversed	No information from contacts with consumer panels	Compliance

CONSIDERED EPI : **credit card** CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Generally in compliance	No information from contacts with consumer panels	No information from surveys - holders unaware
Denmark	Compliance	Information provided except for non-credit institution cards	No information from contacts with consumer panels	No information from surveys - holders unaware
Germany	compliance	Information provided on dispute resolution	No information from contacts with consumer panels	No data
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	Banks do not inform properly the holders about the existing dispute mechanisms.	No information from surveys - holders unaware
Spain	Compliance	Generally in compliance	No information from contacts with consumer panels	No information from surveys - holders unaware
France	compliance	no data	No information from contacts with consumer panels	No information from surveys - holders unaware
Ireland	Generally in compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware

Italy	compliance	Some information on dispute resolution	No information from contacts with consumer panels	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
Netherland	Compliance	Address of complaints body not always mentioned.	No information from contacts with consumer panels	No data
Austria	compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
Portugal	Non-compliance	Court specified	No information from contacts with consumer panels	No information from surveys - holders unaware
Finland	Compliance	Address of complaints body given.	No information from contacts with consumer panels	No information from surveys - holders unaware
Sweden	Compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
UK	Compliance	Information provided on internal dispute resolution and ombudsmen.	No information from contacts with consumer panels	No information from surveys - holders unaware

Company cards

= payment instrument that allows the client to buy some defined products (like petrol) or to shop in defined shopping places (such as supermarkets of the same group). This instrument works generally under a deferred debit scheme.

CONSIDERED EPI : **company card**

CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	no data	No information from contacts with consumer panels	No data
Denmark	Compliance, even more extensive	no data	No information from contacts with consumer panels	Compliance
Germany	no provision in legislation	Generally compliance in	No information from contacts with consumer panels	Compliance: format of information not always clear
Greece	generally compliance in	generally compliance in	No information from contacts with consumer panels	No data
Spain	Compliance	no data	No information from contacts with consumer panels	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, no compliance for post-transaction information	no data	No information from contacts with consumer panels	Late compliance
Ireland	no legislation, no code of conduct	Technical language and poor spacing	No information from contacts with consumer panels	Late compliance: only moderate quality of language and format
Italy	Compliance	Partly in compliance	No information from contacts with consumer panels	Non-compliance

Luxembourg	Non compliance	no data	No information from contacts with consumer panels	Compliance
Netherland		no data	No information from contacts with consumer panels	No data
Austria	no provision in legislation	Generally in compliance except holder's obligations, exchange rates and fees.	No information from contacts with consumer panels	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally in compliance but lack of clarity with some provisions relating to liability.	No information from contacts with consumer panels	Non-compliance: only some gave written information, and even then no information on charges
Finland	Non compliance	Generally in compliance but print small and may be hard to read.	No information from contacts with consumer panels	Compliance
Sweden	Non compliance	In compliance but information in small type	No information from contacts with consumer panels	Compliance
UK	Compliance	In compliance	No information from contacts with consumer panels	Compliance

CONSIDERED EPI : **company card**

CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	no data	No information from contacts with consumer panels	No data
Denmark	Compliance, even more extensive	no data	One case of payment card used as "bearer card" and another case of unsolicited EPI	Compliance
Germany	few existing provisions, but compliant	Not in compliance with liability provisions	Sometimes illegal terms that declare holder fully liable in case of lost or theft	Survey results do not differentiate separate classes of EPI
Greece	issuer not liable before notification	not in compliance with liability/notification provisions	No information from contacts with consumer panels	No data
Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
France	few existing provisions, but compliant	no data	No information from contacts with consumer panels	Compliance: but 33% disclosure of PIN
Ireland	no legislation, no code of conduct	Some contracts impose no limit on holder's liability	No information from contacts with consumer panels	Compliance: except on limitation of liability

Italy	non compliance	Not in compliance	No information from contacts with consumer panels	Non-compliance: drafting of terms complies, but terms not made available unless express request
Luxembourg	only some provisions implemented	Not in compliance	No information from contacts with consumer panels	Non-compliance: full liability of holder until 5 days after notification
Netherland	no data	no data	No information from contacts with consumer panels	No data
Austria	no provision in legislation	Not in compliance with liability provisions. Time period for contract alterations sometimes too short.	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI
Portugal	<i>no legislation on this instrument</i>	Not in compliance	No information from contacts with consumer panels	Compliance
Finland	partly in compliance (no maximum amount for holder's liability)	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance
Sweden	Non compliance	Not in compliance with liability provisions	No information from contacts with consumer panels	Compliance
UK	Compliance	Generally in compliance	No information from contacts with consumer panels	Survey results do not differentiate separate classes of EPI

CONSIDERED EPI : **company card**

CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels	No data
Denmark	Compliance, even more extensive	no data	No information from contacts with consumer panels	Compliance
Germany	Compliance	Notification must be in writing	No information from contacts with consumer panels	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	no 24 hours service, no mean to prove the notification except in writing	No information from contacts with consumer panels	Non-compliance
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	no data	No information from contacts with consumer panels	Compliance
Ireland	no legislation, no code of conduct	Generally in compliance	No information from contacts with consumer panels	Compliance

Italy	non compliance	Must be in writing	No information from contacts with consumer panels	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	no data	No information from contacts with consumer panels	Compliance
Netherland	no data	no data	No information from contacts with consumer panels	No data
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels	Compliance
Portugal	<i>no legislation on this instrument</i>	no data	No information from contacts with consumer panels	Non-compliance: no reporting procedures
Finland	non compliance	Generally compliance	No information from contacts with consumer panels	Compliance
Sweden	partly compliant	Generally compliance	No information from contacts with consumer panels	Compliance
UK	Generally in compliance but no requirement regarding the mean to prove the notification	Generally compliance	No information from contacts with consumer panels	Unclear: in one of the two EPIs surveyed, notification could only be made during store opening hours

CONSIDERED EPI : **company card**

CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	no data	No information from contacts with consumer panels	No data
Denmark	Compliance	no data	No information from contacts with consumer panels	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	No information from contacts with consumer panels	Unclear: issuer argues liability of holder in some cases
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	No information from contacts with consumer panels	No data
Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	no data	No information from contacts with consumer panels	Compliance
France	case law in compliance	no data	No information from contacts with	Compliance

			consumer panels	
Ireland	no legislation, no code of conduct	No provision	No information from contacts with consumer panels	Compliance
Italy	burden on the holder	Burden is not reversed	No information from contacts with consumer panels	Non-compliance
Luxembourg	Generally compliance	in no data	No information from contacts with consumer panels	Compliance
Netherland	no data	no data	No information from contacts with consumer panels	No data
Austria	no provision in legislation	No provision	No information from contacts with consumer panels	Unclear
Portugal	<i>no legislation on this instrument</i>	no data	No information from contacts with consumer panels	Unclear: issuer argues liability of holder in some cases
Finland	compliance	No provision	No information from contacts with consumer panels	Compliance
Sweden	compliance	No provision	No information from contacts with consumer panels	Compliance
UK	compliance	Burden reversed	No information from contacts with consumer panels	Compliance

CONSIDERED EPI : **company card**

CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels	No data
Denmark	Compliance	no data	No information from contacts with consumer panels	No information from surveys - holders unaware
Germany	compliance	Information provided on dispute resolution	No information from contacts with consumer panels	No information from surveys - holders unaware
Greece	only judicial means of redress available	no provision	No information from contacts with consumer panels	No data
Spain	Compliance	Generally compliance in	No information from contacts with consumer panels	No information from surveys - holders unaware
France	compliance	no data	No information from contacts with consumer panels	No information from surveys - holders unaware
Ireland	no legislation, no code of conduct	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
Italy	compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
Luxembourg	non compliance	no data	No information from contacts with consumer panels	No information from surveys - holders unaware

Netherland	no data	no data	No information from contacts with consumer panels	No data
Austria	non compliance	No provision	No information from contacts with consumer panels	No information from surveys - holders unaware
Portugal	<i>no legislation on this instrument</i>	one contract mentions the competent court to solve disputes	No information from contacts with consumer panels	No information from surveys - holders unaware
Finland	Compliance	Information given on dispute resolution bodies.	No information from contacts with consumer panels	No information from surveys - holders unaware
Sweden	Compliance	no data	No information from contacts with consumer panels	No information from surveys - holders unaware
UK	Compliance	Information on internal resolution system and ombudsmen	No information from contacts with consumer panels	No information from surveys - holders unaware

Phone banking

= service that allows the client to use the phone to carry out various banking operations. This includes the possibility to make payments by making a credit transfer from a banking account.

CONSIDERED EPI : **phone banking**

CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	Not in compliance	No information from contacts with consumer panels.	Non-compliance: much information provided only orally, and in some cases no terms supplied even after request
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance: though in one case terms sent after contract
Germany	no provision in legislation	In compliance	No information from contacts with consumer panels.	No data
Greece	generally compliance in	non compliance	No information from contacts with consumer panels.	Non-compliance: terms provided late or not at all
Spain	Compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, non compliance for post-transaction information	Generally compliance in	No information from contacts with consumer panels.	Non-compliance
Ireland	no legislation, no code of conduct	Technical language and poor spacing	No information from contacts with consumer panels.	Late compliance: only moderate quality of language and format

Italy	Compliance	Generally compliance	in	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Non compliance	Generally compliance	in	No information from contacts with consumer panels.	Compliance
Netherland	Generally compliance	Generally compliance	in	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Generally compliance	in	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally compliance but lack of clarity with some provisions relating to liability.	in	No information from contacts with consumer panels.	Compliance
Finland	Non compliance	Generally compliance	in	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	In compliance		No information from contacts with consumer panels.	No data
UK	Compliance	In compliance		No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **phone banking**

CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	No provision on limits of holder's liability	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	The Consumer Ombudsman made an announcement in the press in order to warn the holders against applying a telephone with a memory when using the system.	Compliance
Germany	few existing provisions, but compliant	Not in compliance with liability provisions	No information from contacts with consumer panels.	No data
Greece	issuer not liable before notification, no exemption in the frame of article 6.3	in some cases overall non compliance, in others non compliance only with liability/notification provisions	No information from contacts with consumer panels.	Non-compliance: full liability of holder
Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	OCU remarks that usually contracts do not establish a limit of liability in favour of the holder in case of loss of the secret keys or codes or access to this secret key or code by non authorized persons.	Survey results do not differentiate separate classes of EPI

France	few existing provisions, but compliant	Not in compliance	No information from contacts with consumer panels.	Compliance
Ireland	no legislation, no code of conduct	Not in compliance with limits on liability	No information from contacts with consumer panels.	Compliance: except on limitation of liability
Italy	non compliance	Not in compliance with limits on liability	No information from contacts with consumer panels.	Non-compliance
Luxembourg	only some provisions implemented	Not in compliance with liability provisions	No information from contacts with consumer panels.	Non-compliance: full liability of holder until notification
Netherland	non compliance	Not all contracts comply with limits on holder's liability. Holder often liable for full amounts of loss. Time period for contract changes not always met.	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Austria	no provision in legislation	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	<i>no legislation on this instrument</i>	Not in compliance	No information from contacts with consumer panels.	Non-compliance: no written information on liability of parties, including liability after notification
Finland	partly in compliance (no maximum amount for holder's liability)	Not in compliance as no provision limiting holder's liability	No information from contacts with consumer panels.	Compliance

Sweden	Non compliance	No provisions on holder's liability	No information from contacts with consumer panels.	No data
UK	Compliance	No provision on limits of holder's liability	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI

CONSIDERED EPI : **phone banking**

CRITERIA :

notification procedure and liability of the issuer after notification

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Generally compliance in	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Compliance	Generally compliance in	No information from contacts with consumer panels.	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	Must be in writing	No information from contacts with consumer panels.	Compliance
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	Generally compliance in	No information from contacts with consumer panels.	Compliance
Ireland	no legislation, no code of conduct	Generally compliance in	No information from contacts with consumer panels.	Compliance

Italy	non compliance	No provision	No information from contacts with consumer panels.	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	No system of notification but user can block access	No information from contacts with consumer panels.	Compliance: no telephone notification but customer can initiate blocking of service
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally in compliance	No information from contacts with consumer panels.	Compliance: but requirements for subsequent written confirmation can be difficult to comply with
Finland	non compliance	No provision	No information from contacts with consumer panels.	Compliance: same number for banking transactions and notification
Sweden	partly compliant	No provision	No information from contacts with consumer panels.	No data
UK	Generally in compliance but no requirement regarding the mean to prove the notification	No provision	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **phone banking**

CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	Not in compliance	No information from contacts with consumer panels.	Unclear
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	No information from contacts with consumer panels.	No data
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	No information from contacts with consumer panels.	Non-compliance in one case: terms prohibit holder from disputing transactions
Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	no data	No information from contacts with consumer panels.	Compliance

France	case law in compliance	Burden not reversed	No information from contacts with consumer panels.	Compliance
Ireland	no legislation, no code of conduct	No provision	No information from contacts with consumer panels.	Compliance
Italy	burden on the holder	Burden not reversed	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Generally compliance in	Burden not reversed or not mentioned	No information from contacts with consumer panels.	Compliance
Netherland	non compliance	Not in compliance	No information from contacts with consumer panels.	Unclear
Austria	no provision in legislation	No provision	No information from contacts with consumer panels.	Unclear
Portugal	<i>no legislation on this instrument</i>	Burden not reversed	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Finland	compliance	No provision	No information from contacts with consumer panels.	Compliance
Sweden	compliance	No provision	No information from contacts with consumer panels.	No data
UK	compliance	Burden of proof reversed	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **phone banking**

CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	Sometimes information on dispute resolution is provided	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No data
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Spain	Compliance		No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	Information on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Ireland	no legislation, no code of conduct	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware

Italy	compliance	Some information on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Netherland	Compliance	Address of complaints body not always given. Some methods of resolution excluded.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	<i>no legislation on this instrument</i>	Competent court stipulated	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	information on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Sweden	Compliance	Information provided on dispute resolution bodies	No information from contacts with consumer panels.	No data
UK	Compliance	Information provided on internal dispute resolution and ombudsmen	No information from contacts with consumer panels.	No information from surveys - holders unaware

Home banking

= service that allows the client to carry out various banking operations (including payments by credit transfers) using his computer with a point to point connection to the bank using the phone line without using the Internet network.

CONSIDERED EPI : **home banking**

CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	Not in compliance	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	no provision in legislation	In compliance	Terms of the Central Board of Credit ignore the principle of understanding and transparency.	Compliance: format of information not always clear
Greece	generally compliance in	non compliance	No information from contacts with consumer panels.	Partial compliance: most terms provided in writing in advance
Spain	Compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, non compliance for post-transaction information	Partly in compliance	No information from contacts with consumer panels.	Late compliance
Ireland	no legislation, no code of conduct		No information from contacts with consumer panels.	Late compliance: only moderate quality of language and format

Italy	Compliance	Not in compliance, language unclear, limited information	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Non compliance	Generally in compliance	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **home banking**

CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	Not in compliance	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	few existing provisions, but compliant	Not in compliance with liability provisions	Terms of the Central Board of Credit do not see any liability of the banks for mistakes which arise in their sphere. For example, there is no regulation for cases of movements in an account without order although the order could not come from the account holder.	Survey results do not differentiate separate classes of EPI
Greece	issuer not liable before notification, no exemption in the frame of article 6.3	Not in compliance with liability provisions or notification provisions	No information from contacts with consumer panels.	Non-compliance: full liability of holder

Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	OCU remarks that usually contracts do not establish a limit of liability in favour of the holder in case of loss of the secret keys or codes or access to this secret keys or codes by non authorized persons.	Survey results do not differentiate separate classes of EPI
France	few existing provisions, but compliant	Not in compliance - no information on limit to holder's liability	No information from contacts with consumer panels.	Compliance
Ireland	no legislation, no code of conduct		No information from contacts with consumer panels.	Compliance: except on limitation of liability
Italy	non compliance	No provision	No information from contacts with consumer panels.	Non-compliance
Luxembourg	only some provisions implemented	Not in compliance as holder fully liable	No information from contacts with consumer panels.	Compliance
Netherland	non compliance	Not all contracts comply with limits on holder's liability. Holder often liable for full amount. Time period for contract changes not always met. Some contracts allow for countermand of order	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI

Austria	no provision in legislation	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	<i>no legislation on this instrument</i>	Not in compliance	No information from contacts with consumer panels.	Non-compliance: no written information on liability of parties, including liability after notification
Finland	partly in compliance (no maximum amount for holder's liability)	no data	No information from contacts with consumer panels.	No data
Sweden	Non compliance	no data	No information from contacts with consumer panels.	No data
UK	Compliance	No provision	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI

CONSIDERED EPI : **home banking**

CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	No provision	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Compliance	Non compliance	HomeBanking conditions of the Central Board of Credit contain no regulation concerning liability before blocking notification.	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	non compliance - Must be in writing	No information from contacts with consumer panels.	Non-compliance: available working hours only
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	User can change the code	No information from contacts with consumer panels.	Compliance

Ireland	no legislation, no code of conduct	no data	No information from contacts with consumer panels.	Compliance
Italy	non compliance	No provision	No information from contacts with consumer panels.	Partial compliance: notification not available 24 hrs
Luxembourg	Compliance	No provision	No information from contacts with consumer panels.	Compliance: customer can initiate blocking of service - in some cases, additional telephone notification during banking hours
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	no data	No information from contacts with consumer panels.	Compliance
Finland	non compliance	no data	No information from contacts with consumer panels.	No data
Sweden	partly compliant	no data	No information from contacts with consumer panels.	No data
UK	Generally in compliance but no requirement regarding the mean to prove the notification	No provision	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **home banking**

CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	Not in compliance	No information from contacts with consumer panels.	Unclear
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Greece	issuers internal records are used as evidence for the accuracy of the transaction, holder has to prove the contrary	burden not reversed, holder has to provide evidence to the contrary of issuers internal records	No information from contacts with consumer panels.	Non-compliance, terms prohibit holders from disputing transactions
Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	no data	No information from contacts with consumer panels.	Compliance

France	case law in compliance	Burden not reversed	No information from contacts with consumer panels.	Compliance
Ireland	no legislation, no code of conduct		No information from contacts with consumer panels.	Compliance
Italy	burden on the holder	Burden not reversed	No information from contacts with consumer panels.	Non-compliance
Luxembourg	Generally compliance in	Burden not reversed	No information from contacts with consumer panels.	Compliance
Netherland	non compliance	Not in compliance	No information from contacts with consumer panels.	Unclear
Austria	no provision in legislation	No provision	No information from contacts with consumer panels.	Unclear
Portugal	<i>no legislation on this instrument</i>	Burden not reversed	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Finland	compliance	no data	No information from contacts with consumer panels.	No data
Sweden	compliance	no data	No information from contacts with consumer panels.	No data
UK	compliance	No provision	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **home banking** CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Spain	Compliance		No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Ireland	no legislation, no code of conduct		No information from contacts with consumer panels.	No information from surveys - holders unaware

Italy	compliance	Some information on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Netherland	Compliance	Address of complaints body not always given. Some methods of resolution excluded.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	<i>no legislation on this instrument</i>	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	no data	No information from contacts with consumer panels.	No data
Sweden	Compliance	no data	No information from contacts with consumer panels.	No data
UK	Compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware

Internet banking

= service that allows the client to carry out various banking operations (including payments by credit transfers) with his computer using the Internet network.

CONSIDERED EPI : **internet banking** CRITERIA : **Transparency of conditions for the transactions**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	no data	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	no provision in legislation	Generally compliance in	Conclusion of the contract is generally complicated, takes a long time and is not transparent. In most cases standard terms and prices are not completely disclosed. Absolute security and secrecy of data can not be guaranteed.	Compliance
Greece	generally compliance in	Generally compliance in but information limited	No information from contacts with consumer panels.	No consistency: some compliant, some partially, others supplied terms late
Spain	Compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance: much information provided only after request and/or in oral form

France	Compliance for pre-contractual information, non compliance for post-transaction information	Generally compliance in	No information from contacts with consumer panels.	Non-compliance
Ireland	no legislation, no code of conduct	Technical language and poor spacing.	No information from contacts with consumer panels.	Late compliance: only moderate quality of language and format
Italy	Compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance: although a minority of issuers used the technology to comply fully
Luxembourg	Non compliance	Generally compliance in but language technical	No information from contacts with consumer panels.	Compliance
Netherland	Generally compliance in	Generally compliance in	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Generally compliance in	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally compliance in but lack of clarity with some provisions relating to liability.	No information from contacts with consumer panels.	Compliance
Finland	Non compliance	Generally compliance in	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	In compliance	No information from contacts with consumer panels.	Compliance

UK	Compliance	In compliance	No information from contacts with consumer panels.	Compliance
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CONSIDERED EPI : **internet banking** CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	no data	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	few existing provisions, but compliant	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Greece	issuer not liable before notification, no exemption in the frame of article 6.3	Not in compliance with liability provisions or notification provisions	No information from contacts with consumer panels.	Non-compliance: full liability of holder
Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	OCU remarks that usually contracts do not establish a limit of liability in favour of the holder in case of loss of the secret keys or codes or access to this secret keys or codes by non authorized persons.	Survey results do not differentiate separate classes of EPI

France	few existing provisions, but compliant	Not in compliance no provision on limited liability of holder	Courts consider that the bank must refund a transaction executed via Internet if the holder is not the author of the order.	Compliance
Ireland	no legislation, no code of conduct	no data	No information from contacts with consumer panels.	Compliance: except on limitation of liability
Italy	non compliance	Not in compliance with liability provisions	No information from contacts with consumer panels.	Non-compliance
Luxembourg	only some provisions implemented	Not in compliance	No information from contacts with consumer panels.	Non-compliance: full liability of holder until notification
Netherland	non compliance	Not all contracts comply with limits on holder's liability. Time period for contract changes not always met.	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Austria	no provision in legislation	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	<i>no legislation on this instrument</i>	Not in compliance	No information from contacts with consumer panels.	Non-compliance: no written information on liability of parties, including liability after notification
Finland	partly in compliance (no maximum amount for holder's liability)	No provisions on limit of holder's liability	No information from contacts with consumer panels.	Compliance

Sweden	Non compliance	No provisions on holder's liability	No information from contacts with consumer panels.	Compliance
UK	Compliance	No provisions on limit of holder's liability	No information from contacts with consumer panels.	Compliance: except for one case where holder has unlimited liability for unauthorised transactions made using security codes

CONSIDERED EPI : **internet banking** CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels.	Compliance: in one case, additional method of notification by email was provided
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Compliance	Generally compliance in	No information from contacts with consumer panels.	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	Must be in writing	No information from contacts with consumer panels.	Compliance in one case, non compliance in 2 cases: notification only possible during working hours, and in one case only at bank premises
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance

Ireland	no legislation, no code of conduct	no data	No information from contacts with consumer panels.	Compliance
Italy	non compliance	No provision	No information from contacts with consumer panels.	Non-compliance: in the case of one issuer, loss or theft could only be reported in writing and during physical bank opening hours
Luxembourg	Compliance	Must confirm in writing	No information from contacts with consumer panels.	Compliance: customer can initiate blocking of service - in some cases, additional telephone notification during banking hours
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally in compliance	No information from contacts with consumer panels.	Compliance: but procedures unclear in some cases
Finland	non compliance	No provision	No information from contacts with consumer panels.	Compliance
Sweden	partly compliant	No provision	No information from contacts with consumer panels.	Compliance: though in one case notification procedures not easily discoverable

UK	Generally in compliance but no requirement regarding the mean to prove the notification	No provision	No information from contacts with consumer panels.	Compliance
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CONSIDERED EPI : **internet banking** CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels.	Compliance: in one case, additional method of notification by email was provided
Denmark	Compliance, even more extensive	Compliance	No information from contacts with consumer panels.	Compliance
Germany	Compliance	Generally compliance in	No information from contacts with consumer panels.	No data
Greece	no explicitly formulated obligation of a 24 hours service, no mean to prove the notification	Must be in writing	No information from contacts with consumer panels.	Compliance in one case, non compliance in 2 cases: notification only possible during working hours, and in one case only at bank premises
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	No information from contacts with consumer panels.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	Generally compliance in	No information from contacts with consumer panels.	Non-compliance

Ireland	no legislation, no code of conduct	no data	No information from contacts with consumer panels.	Compliance
Italy	non compliance	No provision	No information from contacts with consumer panels.	Non-compliance: in the case of one issuer, loss or theft could only be reported in writing and during physical bank opening hours
Luxembourg	Compliance	Must confirm in writing	No information from contacts with consumer panels.	Compliance: customer can initiate blocking of service - in some cases, additional telephone notification during banking hours
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	<i>no legislation on this instrument</i>	Generally in compliance	No information from contacts with consumer panels.	Compliance: but procedures unclear in some cases
Finland	non compliance	No provision	No information from contacts with consumer panels.	Compliance
Sweden	partly compliant	No provision	No information from contacts with consumer panels.	Compliance: though in one case notification procedures not easily discoverable

UK	Generally in compliance but no requirement regarding the mean to prove the notification	No provision	No information from contacts with consumer panels.	Compliance
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CONSIDERED EPI : **internet banking** CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	Compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Greece	judicial means of redress not effective, but ADR efficient only in the sense that the majority of cases brought before the banking ombudsman close after his intervention	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Spain	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	Information on dispute resolution provided	No information from contacts with consumer panels.	No information from surveys - holders unaware
Ireland	no legislation, no code of conduct	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware

Italy	compliance	Some information on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Netherland	Compliance	Address of complaints body not always given. Some methods of resolution excluded.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	<i>no legislation on this instrument</i>	Competent court stipulated	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	Information on dispute resolution provided	No information from contacts with consumer panels.	No information from surveys - holders unaware
Sweden	Compliance	Information provided on dispute resolution bodies	No information from contacts with consumer panels.	No information from surveys - holders unaware
UK	Compliance	Information provided on internal dispute resolution and ombudsmen	No information from contacts with consumer panels.	No information from surveys - holders unaware

Electronic money instruments

= reloadable payment instrument which stores monetary value and from which an amount is deducted each time a payment is made. The reloadable character of the instrument allows it to be reloaded with new monetary units each time it is needed.

CONSIDERED EPI :

electronic money

CRITERIA :

Transparency of conditions for the transactions

instrument

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	scope of legislation limited to distance contracts	no data	No information from contacts with consumer panels.	Partial compliance: in some cases terms supplied only on request. In one case, no terms supplied
Denmark	Compliance, even more extensive	no data	No information from contacts with consumer panels.	No data
Germany	no provision in legislation	Generally compliance in	No information from contacts with consumer panels.	Compliance
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	Compliance	no data	No information from contacts with consumer panels.	Non-compliance: much information provided only after request and/or in oral form
France	Compliance for pre-contractual information, non compliance for post-transaction information	no data	No information from contacts with consumer panels.	Late compliance
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Italy	Compliance	Not in compliance - no information provided	No information from contacts with consumer panels.	Unclear: only two surveys, one compliant and one non-compliant
Luxembourg	Non compliance	Language technical and print small	No information from contacts with consumer panels.	Compliance
Netherland	Generally compliance in	Generally in compliance though no specific provision on checking last 5 transactions	No information from contacts with consumer panels.	Late compliance: only moderate quality of format
Austria	no provision in legislation	Generally in compliance	No information from contacts with consumer panels.	Compliance
Portugal	Generally compliance in	Generally in compliance but lack of clarity with some provisions relating to liability.	No information from contacts with consumer panels.	Compliance: but only oral information on charges
Finland	Non compliance	no data	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	no data	No information from contacts with consumer panels.	Compliance
UK	Compliance	no data	No information from contacts with consumer panels.	No data

CONSIDERED EPI :

electronic money instrument

CRITERIA :

obligations and liabilities of the parties

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Liability of holders more stringent	no data	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Denmark	Compliance, even more extensive	no data	No information from contacts with consumer panels.	No data
Germany	few existing provisions, but compliant	Generally compliance in	EMI is implemented on every EC cards (holder has no choice). Holder is warned that no PIN is needed and that he is liable in case of loss. If it is loaded the amount is lost in case of fraudulent use.	Compliance depends on the technology - in some cases, no transaction data available
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Spain	generally compliant, although limit of 150 euros can be freely increased by issuer	no data	OCU remarks that contractual terms usually establish that the holder will bear the loss in consequence of the loss or theft of the card up to the totally of the quantity pending of use even after notification of this facts to the issuer.	Survey results do not differentiate separate classes of EPI
France	few existing provisions, but compliant	no data	No information from contacts with consumer panels.	Compliance: but disclosure of PIN
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	non compliance	No provision	No information from contacts with consumer panels.	Non-compliance: unlimited liability
Luxembourg	only some provisions implemented	Not in compliance	No information from contacts with consumer panels.	Possible non-compliance: holder unable to check last five transactions
Netherland	non compliance	Not all contracts comply with limits on holder's liability. Value on EMI lost if card is lost or stolen. Time period for contract changes not always met.	No information from contacts with consumer panels.	Non-compliance: holder receives no transaction data

Austria	no provision in legislation	Not in compliance with liability provisions	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	Generally in compliance, although article 6.3 not implemented	Not in compliance	No information from contacts with consumer panels.	Compliance
Finland	partly in compliance (no maximum amount for holder's liability)	no data	No information from contacts with consumer panels.	Compliance
Sweden	Non compliance	no data	No information from contacts with consumer panels.	Compliance
UK	Compliance	no data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **electronic money instrument** CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels.	Compliance
Denmark	Compliance, even more extensive	no data	No information from contacts with consumer panels.	No data
Germany	Compliance	Generally in compliance	No information from contacts with consumer panels.	Compliance
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	no mean to prove the notification, no obligation for a 24 hours service	no data	OCU remarks that contractual terms usually establish that the holder will bear the loss in consequence of the loss or theft of the card up to the totally of the quantity pending of use even after notification of this facts to the issuer.	Partial compliance: generally good procedures, but insufficient information given to holder in some cases
France	few provisions in the law, case law in compliance	no data	No information from contacts with consumer panels.	Compliance
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Italy	non compliance	No provision	No information from contacts with consumer panels.	Non-compliance: in particular, mechanisms for reporting loss or theft of EPI were rarely available 24 hrs
Luxembourg	Compliance	Generally compliance in	No information from contacts with consumer panels.	Not applicable: value stored on card whose use cannot be blocked
Netherland	non compliance	Sometimes unclear	No information from contacts with consumer panels.	Compliance
Austria	no provision in legislation	Not in compliance	No information from contacts with consumer panels.	Compliance
Portugal	no provision	no data	No information from contacts with consumer panels.	Compliance
Finland	non compliance	no data	No information from contacts with consumer panels.	Compliance
Sweden	partly compliant	no data	No information from contacts with consumer panels.	Compliance
UK	Generally in compliance but no requirement regarding the mean to prove the notification	no data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **electronic money instrument** CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	No provision in the law, draft law in compliance, case law places the burden on the holder	no data	No information from contacts with consumer panels.	Unclear
Denmark	Compliance	no data	No information from contacts with consumer panels.	No data
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	burden on the holder (although case law seem to apply the reversal in favor of the consumer)	no data	No information from contacts with consumer panels.	Compliance
France	case law in compliance	no data	No information from contacts with consumer panels.	Compliance
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Italy	burden on the holder	No provision	No information from contacts with consumer panels.	Unclear: contracts silent on this matter
Luxembourg	Generally compliance in	Not in compliance	No information from contacts with consumer panels.	Compliance
Netherland	non compliance	Not in compliance	No information from contacts with consumer panels.	Unclear
Austria	no provision in legislation	No provision	No information from contacts with consumer panels.	Unclear
Portugal	Non-compliance	no data	No information from contacts with consumer panels.	Unclear: issuer argues liability of holder in some cases
Finland	compliance	no data	No information from contacts with consumer panels.	Compliance
Sweden	compliance	no data	No information from contacts with consumer panels.	Compliance
UK	compliance	no data	No information from contacts with consumer panels.	No data

CONSIDERED EPI : **electronic money instrument**

CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Denmark	Compliance	no data	No information from contacts with consumer panels.	No data
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No information from surveys - holders unaware
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	Compliance	Generally in compliance	No information from contacts with consumer panels.	No information from surveys - holders unaware
France	compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Luxembourg	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware

Netherland	Compliance	Address of complaints body not always given. Some methods of resolution excluded.	No information from contacts with consumer panels.	No information from surveys - holders unaware
Austria	non compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	Non-compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Finland	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Sweden	Compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
UK	Compliance	no data	No information from contacts with consumer panels.	No data

Electronic tokens

= monetary value stored on the memory of a computer that allows payment to be made in a digital environment like the Internet.

CONSIDERED EPI :

electronic tokens

CRITERIA :

Transparency of conditions for the transactions

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Denmark	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Germany	no provision in legislation	Generally in compliance	No information from contacts with consumer panels.	Compliance
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
France	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Luxembourg	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Netherland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Austria	no provision in legislation	no data	No information from contacts with consumer panels.	Compliance
Portugal	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Finland	Non compliance	Generally compliance in	No information from contacts with consumer panels.	No data
Sweden	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
UK	Compliance	In compliance	No information from contacts with consumer panels.	Partial compliance: only one EPI surveyed, and information not clear on all points

CONSIDERED EPI : **electronic tokens** CRITERIA : **obligations and liabilities of the parties**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Denmark	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Germany	few existing provisions, but compliant	Generally in compliance. Amount of liability limited by system itself due to maximum value storage	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
France	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Luxembourg	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Netherland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Austria	no provision in legislation	no data	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI
Portugal	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Finland	partly in compliance (no maximum amount for holder's liability)	Not in compliance - no limit to liability mentioned	No information from contacts with consumer panels.	No data
Sweden	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
UK	Compliance	Lost tokens are forfeited	No information from contacts with consumer panels.	Survey results do not differentiate separate classes of EPI

CONSIDERED EPI : **electronic tokens** CRITERIA : **notification procedure and liability of the issuer after notification**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Denmark	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Germany	Compliance	Generally in compliance	No information from contacts with consumer panels.	No data
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
France	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Luxembourg	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Netherland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Austria	no provision in legislation	no data	No information from contacts with consumer panels.	No data
Portugal	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Finland	non compliance	No provision	No information from contacts with consumer panels.	No data
Sweden	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
UK	Generally in compliance but no requirement regarding the mean to prove the notification	no data	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **electronic tokens** CRITERIA : **burden of proof**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Denmark	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Germany	Non compliance: reversal in the disadvantage of the holder, although the courts deny this reversal	No provision	No information from contacts with consumer panels.	No data
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
France	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Italy	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Luxembourg	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Netherland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Austria	no provision in legislation	no data	No information from contacts with consumer panels.	Unclear
Portugal	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Finland	compliance	No provision	No information from contacts with consumer panels.	No data
Sweden	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
UK	compliance	no data	No information from contacts with consumer panels.	Compliance

CONSIDERED EPI : **electronic tokens** CRITERIA : **settlement of disputes**

	WP1 : steps taken by MS	WP2 : Contract analysis	WP3 : Contact with consumers	WP4 : on the spot surveys
Belgium (BE)	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Denmark	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Germany	compliance	information provided on dispute resolution	No information from contacts with consumer panels.	No data
Greece	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Spain	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
France	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Ireland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Italy	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Luxembourg	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>

Netherland	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Austria	non compliance	no data	No information from contacts with consumer panels.	No information from surveys - holders unaware
Portugal	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
Finland	Compliance	Information provided on dispute resolution	No information from contacts with consumer panels.	No data
Sweden	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>	<i>no such instrument</i>
UK	Compliance	No provision	No information from contacts with consumer panels.	No information from surveys - holders unaware

Appendices 3

List of issuers and EPIs analysed and surveyed

Belgium

Belgium

Issuers	Fortis	BBL	Dexia Belgium	AXA banque (AnHyp)²	AXA banque (Ippa)³	Real Bank
EPI						
<u>Company's profile:</u>						
- credit institution?	YES	YES	YES	YES	YES	YES
- Business company?	NO	NO	NO	NO	NO	NO
- Legal structure?						
- main business?	All segments of banking	All segments of banking	Traditional partner of local collectivities	Retail banking, mortgages and loans	Retail banking and savings	Saving accounts and certificates
- Type of shareholders?	Member of the Fortis group	Member of the ING group	Partly owned by the Belgian state through the local collectivities and Member of the Dexia group	Member of the AXA group	Member of the AXA group	Partly owned by Cobepa and Groupe Josi
- place in the top 20?	Number 2	Number 5	Number 3	Number 15	Number 16	Number 105

² Ippa and AnHyp have been acquired by AXA Bank. The purpose of this acquisition is to merger both entities after a certain period of transition. According to the fact that they still offer their own products, we have chosen to present them separately.

After the merger AXA Bank will normally be the 6th biggest bank of Belgium.

³ Ippa and AnHyp have been acquired by AXA Bank. The purpose of this acquisition is to merger both entities after a certain period of transition.

According to the fact that they still offer their own products, we have chosen to present them separately.

After the merger AXA Bank will normally be the 6th biggest bank of Belgium.

Issuers	Fortis	BBL	Dexia Belgium	AXA banque (AnHyp)⁴	AXA banque (Ippa)⁵	Real Bank
EPI						
1. Debit card	Yes (1)	Yes (1)	Yes (1)	Yes (1)	Yes (1)	Yes (1)
2. Deferred debit cards	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Eurocard
3. Credit card	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) Visa and Eurocard	Yes (2) EuroCard
4. Company card	NO	NO	NO	NO	NO	NO
5. Phone banking	Yes G Phone	Yes My Bank	Yes	Yes An Hyp phone	Yes Ippa Phone	NO
6. Home banking	Yes PCbanking	Yes Home Bank	Yes PC Banking	Yes		NO
7. Internet banking	Yes GBanking	Yes Home Bank	Yes Net Banking	Yes Homebanking	Yes Ippa Home	Yes Irisweb
8. Electronic money instrument	Yes Proton	Yes Proton	Yes Proton	Yes Proton	Yes Proton	Yes Proton
9. Electronic tokens	NO	NO	NO	NO	NO	NO

Remarks :

(1) Mister Cash and Bancontact are the debit card functionality offered by BANKSYS to the members of its network.

(2) The qualification of the card depends on the choice made by the holder in the contract he signs with its credit institution to obtain the card:

⁴ Ippa and AnHyp have been acquired by AXA Bank. The purpose of this acquisition is to merger both entities after a certain period of transition. According to the fact that they still offer their own products, we have chosen to present them separately.

After the merger AXA Bank will normally be the 6th biggest bank of Belgium.

⁵ Ippa and AnHyp have been acquired by AXA Bank. The purpose of this acquisition is to merger both entities after a certain period of transition. According to the fact that they still offer their own products, we have chosen to present them separately.

After the merger AXA Bank will normally be the 6th biggest bank of Belgium.

- either he chooses to pay by a monthly debit of its bank account and in that case the card does not give right to an opening of credit = deferred debit card;
- or he chooses to pay only parts of the amount on which interests rates are added = credit card.

Issuers	KBC	Fimaser	Texaco Belgium
EPI			
<u>Company's profile:</u>			
- credit institution?	YES	NO	NO
- Business company?	NO	YES	YES
- Legal structure?	Société anonyme	Société Anonyme	Société anonyme
- main business?	All segments of the banking activity	Credit	Petrol products delivery
- Type of shareholders?	The KBC-CBC group	Partly owned by Cetelem (40%) and by GIB (60%)	Part of the TEXACO group
- place in the top 20?	Number 3.		

Issuers	KBC	Fimaser	Texaco Belgium
EPI			
1. Debit card	Yes (1)	No	No
2. Deferred debit cards	Yes (2) VISA or Eurocard	Yes (2) Aurora card	Yes Texaco petrol card
3. Credit card	Yes (2) VISA or Eurocard	Yes (2) Aurora card	NO
4. Company card	NO	Yes Aurora card	Yes Texaco petrol card
5. Phone banking	YES Tele-KB-foon	No	No
6. Home banking	YES	No	No
7. Internet banking	NO	No	No
8. Electronic money instrument	YES Proton	No	No
9. Electronic tokens	NO	No	No

(1) Mister Cash and Bancontact are the debit card functionality offered by BANKSYS to the members of his network.

(2) The qualification of the card depends on the choice made by the holder in the contract he signs with its credit institution to obtain the card:

- either he chooses to pay by a monthly debit of its bank account and in that case the card does not give right to an opening of credit = deferred debit card;
- or he chooses to pay only parts of the amount on which interests rates are added = credit card.

Denmark

Issuers	Den danske Bank	Unibank	Jyske Bank	Sparekassen Kronjylland	Arbejdernes Landsbank	Sydbank	Diners	Eurocard
EPI								
Company's profile: credit institution?	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Business company?							Yes	Yes
Legal structure?								
main business?								
Type of shareholders?	1	6	10	?	21	14	?	?
place in the top 20?								
1. Debit card	Dankort Visa	Dankort Visa	Dankort Visa	Dankort Visa	Dankort Visa	Dankort Visa	No	No
2. Deferred debit cards	Yes	Yes	Yes	Yes	Yes	Yes	No	No
3. Credit card	Mastercard	Mastercard	Eurocard	Eurocard	Mastercard	No	Yes	Yes
4. Electronic money instrument	No	No	No	No	No	No	No	No
5. Company card	No	No	No	No	No	No	No	No
6. Phone banking	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7. Home banking	Yes	No	No	No	Yes	Yes	No	No

Issuers	Den danske Bank	Unibank	Jyske Bank	Sparekassen Kronjylland	Arbejdernes Landsbank	Sydbank	Diners	Eurocard
EPI								
8. Internet banking	Yes	Yes	Yes	Yes	No	Yes	No	No
9. Electronic tokens on a computer's memory	No	No	No	No	No	No	No	No

Issuers	Q8	Magasin
EPI		
<u>Company's profile:</u>		
credit institution?	No	No
Business company?	Yes	Yes
Legal structure?		
main business?		
Type of shareholders?	?	?
place in the top 20?		
1. Debit card	No	No
2. Deferred debit cards	No	No
3. Credit card	Yes	Yes

Issuers	Q8	Magasin
EPI		
4. Electronic money instrument	No	No
5. Company card	No	No
6. Phone banking	No	No
7. Home banking	No	No
8. Internet banking	No	No
9. Electronic tokens on a computer's memory	No	No

Remarks: The Visa Card can be either a debit card or a deferred debit card.

At the moment there are no Danish issuers of electronic tokens on a computer's memory.

The electronic money instruments issued in Denmark are not reloadable.

Germany

Issuers	Issuer 1	Issuer 2	Issuer 3	Issuer 4	Issuer 5	Issuer 5a	Issuer 6	Issuer 7	Issuer 8	Issuer 9	Issuer 10	Issuer 11	Issuer 12
EPI	VISA	Eurocard /Mastercard	Sparkasse	Deutsche Bank	Dresdner Bank	Sparda Bank	HypoVereinsbank	Comdirect	Shell AG (EuroShell)	Sixt AG	Douglas GmbH	Karstadt	T-Mobil
<u>Company's profile:</u>													
- credit institution?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	No	No	No	No	No
- Business company?	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes
- Legal structure?	Compound of credit institutions	GmbH / main / private	Public / main	Private / main / AG	Private / main / AG		Private / AG	Private / AG	Private / AG	Private / AG	Private / GmbH	Private / AG	private / GmbH
- main business?	Issuer of credit cards	Issuer of credit and debit cards	Private, commercial banking	Private., com., investm., public, international banking	Private., com., investm., public, international banking		Private, com., investm., public, international banking	direct banking + broking	Petroleum and Oil business	Car Renting and Leasing	Drugstore, beauty products	Department store	mobile phone
- Type of shareholders?	1800 members international	3500 c.i. in Germany	Mainly private shareholders	Mainly private shareholders	Mainly private shareholders		Mainly private shareholders	100 % Commerzbank	Mainly private shareholders		Part of the Oetker-Group,	Public / national	100 % Deutsche Telekom
- place in the top 20?	No.1 world-wide	No.1 Germany	No.1 financial compound	(Allianz Daimler) No.1 Private Bank (Germany)	No.2 Private Bank (Germany)		Mainly private shareholders	No.1 direct bank	One of the top Petroleum and Oil Companies	No. 1 (Car Renting Company in Germany)	supposedly No. 1 in Germany	Top 5 (Germany)	No.1 for reloadable mobile phone cards
Debit card	Yes	Yes (Eurocheque-card) 42 million in Germany	Yes (Eurocheque-card) 20,7 of all 42 million, (VISA) 3,5 of all 5,3 million	Yes (Eurocheque-card)	Yes (Eurocheque-card, VISA)		Yes (Eurocheque-card, VISA)	Yes (Eurocheque-card, VISA)	No	No	No	No	No

Differed debit cards	Yes 5,3 million cards total (Germany) 600 million cards total (world-wide)	Yes	No	Yes (Euro-/Mastercard)	Yes (Euro-/Mastercard)		Yes (Euro-/Mastercard)	No	No	No	No	Yes	No
Credit card	No	8,1 million (Germany) 330 million (world-wide)	No	No	No		No	No	No	No	No	Yes	No
Electronic money instrument	No	Yes (Geldkarte = reloadable chip card function on Eurocheque-cards)	Yes (Geldkarte – function on every Eurocheque-card)	Yes (Geldkarte)	Yes (Geldkarte)		Yes (Geldkarte)	Yes (Geldkarte)	No	No	No	No	Mobile phone card, reloadable by cash, credit transfer, credit card
Company card	No	No	No	No	No		No	No	Yes (Tankkarte für Firmenkunden = Petrol card for business customers)	Yes (sog. Sixt-Kreditkarte für Firmenkunden = so-called Sixt-credit card for business customers)	Yes (Kundenkarte = customer card)	Yes	No
Phone banking	No	No	Yes	Yes	Yes ⁶		Yes	Yes	No	No	No	No	No
Home banking	No	No	Yes	Yes	Yes		Yes	Yes	No	No	No	No	No
Internet banking	No	No	Yes	Yes	Yes	Yes	Yes (Secure Electronic Transaction, SET-System)	Yes	No	No	No	No	No
Electronic tokens on a	No	Yes, but only in combination	No	eCash, partly combined with	Cybercash		Cybercash	No	No	No	No	No	No

⁶ We will query either HypoVereinsbank or Comdirekt on Homebanking/Phonebanking

computer's memory	with eCash on the so-called "Yahoo-Card"	Eurocard/Mast ercard on the so-called "Yahoo-Card"														
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Greece

EPI	Issuers	National Bank of Greece	Commercial Bank of Greece	Alpha Bank Credit	Eurobank	Egnatia Bank	Piraeus	Macedonia-Thrace Bank	Shell
<u>Company's profile:</u>									
- credit institution?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
- Business company?	Limited by shares	Limited by shares	Limited by shares	Limited by shares	Limited by shares	Limited by shares	Limited by shares	Limited by shares	Limited by shares
- Legal structure?	All segments of banking	All segments of banking	All segments of banking	All segments of banking	All segments of banking	All segments of banking	All segments of banking	All segments of banking	Petrol products delivery
- main business?	Partly owned by the Greek state (state and state security funds) at ca.	Partly owned by the Greek state, notably social security funds at ca. 43% and private investors	Private investors	Private investors	Private investors	Private investors	Private investors	Member of the Piraeus Bank group ¹⁴ Private investors	Member of the Shell group

⁷ Main source for the placement of the Greek banks has been the bankscope database. However, the information therein is partly based on data from 31/12/98 or 31/12/99. The Greek supervisory Authority of the Greek Banks, that is the Bank of Greece, could not provide me at that time updated information because the banks have still not officially submitted the total assets for the year 1999. These shall be available in a month.

⁸ According to the total assets of 31/12/1999

⁹ According to the total assets of 31/12/1998

¹⁰ According to the total assets of 31/12/1999

¹¹ According to the total assets of 31/12/1998. In the meantime Eurobank has acquired two small banks (Bank of Crete and Bank of Athens) and the ranking must have been changed.

¹² According to the total assets of 31/12/1998

¹³ According to the total assets of 30/06/1999. In the meantime Piraeus Bank has acquired and merged with one other Bank (Macedonia Thrace Bank SA) and the ranking must have been changed.

¹⁴ Till the end of June 2000 MT-Bank shall be fully merged with Piraeus Bank. However, the products of the Bank will continue to exist for a certain period of time

¹⁵ According to the total assets of 31/12/1998

EPI	Issuers	National Bank of Greece	Commercial Bank of Greece	Alpha Bank Credit	Eurobank	Egnatia Bank	Piraeus	Macedonia-Thrace Bank	Shell
- place in the top 20? ⁷	37% and private investors Holder of a series of companies (52 companies are controlled by shares through the National Bank of Greece)	Number 2 ⁹	Number 3 ¹⁰	Number 7 ¹¹	Number 13 ¹²	Number 8 ¹³	Number 10 ¹⁵	Shell is the second company after Mobil BP in this branch	

1. Debit card	Yes Ethnocash - Maestro	Yes ¹⁶ Telebank-debit	Yes AlphaCard 2000 AlphaCard Electron 2000	Yes ¹⁷ Link24 Card	No	Yes Multicash	Yes Cashcard- Maestro	No
2. Deferred debit cards ¹⁸	Yes Eurocard; Eurocard- executive; Ethnokarta- mastercard; Visa-Ethniki; Agapo ta paidia- mastercard Also a series of co-branded cards	Yes Emporokarta; Emporokarta- Visa; Emporokarta- Business-Visa card; Mastercard; Electron-Visa (this card is not coupled with holder's bank account) Also a series of co-branded cards	Yes AlphaCard Visa; American Express (charge card) and a series of co-branded cards	Yes Mastercard; Eurobank Visa; Electron (the card is coupled with holder's bank account) and a series of co-branded cards	Yes ViaCard Visa	Yes Visa Classic; Visa Gold; Grand MasterCard; and co-branded cards	Yes Mastercard	Yes* Euro-shell;
3. Credit card	Yes Eurocard; Eurocard- executive; Ethnokarta- mastercard; Visa-Ethniki; Agapo ta	Yes Emporokarta; Emporokarta- Visa; Emporokarta- Visa-business card; Mastercard;	Yes AlphaCard Visa; and a series of co-branded cards	Mastercard; Eurobank Visa; Electron (the card is coupled with holder's bank account) And a series of co-branded cards	Yes ViaCard Visa and a series of co-branded cards (i.e. Peugeot Visa, Nissan Visa, Daewoo Visa, Travel	Yes Visa Classic; Visa Gold; Grand- MasterCard; and co-branded brands	Yes Mastercard	No

¹⁶ Only used as cash card (money withdrawal)

¹⁷ Only used as cash card (money withdrawal)

¹⁸ The qualification of the card depends on the choice made by the holder in the contract he signs with his credit institution to obtain the card. If he chooses to link the card with his bank account and/or he pays the amount within a pre-defined period of time (normally by the end of the month) the card functions as a deferred debit card. If by the end of the pre-defined period there is no money in his bank account or he does not pay the invoice issued by the Visa or Eurocard etc. then interest rates are added = credit card.

* This card is not coupled with a bank account of the holder because the fees required by the banks are not affordable by Shell (about 1,5% of the turnover). The card holder transfers the amount to the bank account of Shell by the end of the debit period (30 - 60 days). I will try to carry out an on the spot study for this card. However, due to the fact that this card is issued only to companies (owners of at least 3 vehicles) this might be proven impossible.

	paidia- mastercard Also a series of co-branded cards	Electron (this card is not coupled with holder's bank account) Also a series of co-branded cards			Credit Visa)			
4. Electronic money instrument ¹⁹	no	no	no	no	no	no	no	no
5. Company card	No	No	No	No	No	No	No	Yes Member are companies that own more than 3 vehicles. Multifunctional card (holders buy gasoline and goods in the Shell stores; pay the ferries; pay the hotels; pay toll in the highways; clearing facilities for the VAT paid in other countries than Greece; offers breakdown service)

¹⁹ According to the Act of the Board of the Bank of Greece 2366/3.8.1995 the issuing of prepaid cards and electronic portfolios is allowed only for credit institutions that undertakes deposit-taking activities. At the moment reloadable instruments do not exist in Greece. Alpha Bank, National Bank of Greece and the Greek Telecom (OTE) are preparing the issuing of such an instrument, but it is still not implemented. Commercial Bank of Greece is mentioning on the web-site that a "smart card" pilot project is running. Upon my email and telephone request I received two contradictory answers. On the one hand, it has been told me that this project has been suspended two years ago, on the other hand, the project is still undergoing the test phase.

6. Phone banking	Yes GSM- banking (only for obtaining information about the bank account and credit cards state	Yes only for giving information to the clients about their credit cards account	Yes AlphaPhone (for money transactions to other clients of the same bank but not for transactions to clients of other banks)	Yes information about the state of the account; money transactions to accounts of the same bank, notices of new emissions in the stock market, applications for credits etc.	No	Yes win-phone; win-mobile (GSM) both instruments for obtaining information about the state of the bank accounts of the holder, for money transactions of the same holder and for orders in the stock markets	No	No
7. Home banking	No	No	AlphaLine (money transactions to clients of the same bank and stock markets info).	No	No	No	No	No

8. Internet banking	Yes (Only for transactions between account holders of the National Bank of Greece)	No	AlphaWeb Banking for money transactions to bank accounts of the same bank	Yes transactions to bank accounts of the same bank, information about the holder's bank account state, payments of the credit card	Yes WebTeller for transactions to bank accounts also of other banks ²⁰ ; WebTrader for orders in the stock markets	Yes win-internet for transactions to bank accounts also of other banks ²¹ and orders in the stock markets	No	No
9. Electronic tokens	No	No	No	No	No	No	No	No

²⁰ This is a novum because the most banks in Greece offer this facility only for bank accounts of their own bank.

²¹ This is a novum because the most banks in Greece offer this facility only for bank accounts of their own bank.

Spain

EPI	LA CAIXA	BANESTO	BANCO SANTANDER CENTRAL HISPANO	BANCO BILBAO VIZCAYA ARGENTARIA (BBVA)	SA NOSTRA	EL CORTE INGLÉS	BANCO DE SABADELL
Company's profile: - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	YES SAVINGS BANK ²² 5	YES PRIVATE NATIONAL 3	YES PRIVATE NATIONAL 1	YES PRIVATE NATIONAL 2	YES SAVINGS BANK ²³ NOT CONFIRMED ²⁴	NO YES CORPORATION DEPARTMENT STORES PRIVATE NATIONAL -	YES PRIVATE NATIONAL 4
Debit card	Visa Electrón	4b Mastercard	4b Maestro 4b Mastercard	Electrón Servired Tarjeta Integral ²⁵	6000 Maestro	NO	4b Maestro 4b Mastercard
Deferred debit cards	Visa	Visa	Supertarjeta Classic (visa) Supertarjeta Oro (visa) American Express	Tarjetón BBV Tarjetón BBV ORO	Visa Classic Visa Oro 6000 Mastercard	Tarjeta El Corte Inglés	Visa

²² The Savings Banks have foundational nature and there are not shareholders.

²³ The Savings Banks have foundational nature and there are not shareholders.

²⁴ It is a significant local Savings Bank.

²⁵ This card includes the next services: debit card (electrón or Servired), phone banking (línea BBV), Internet banking (BBVnet) and reloadable instrument (visa cash).

Credit card	Visa	Visa	Supertarjeta Classic (visa) Supertarjeta Oro (visa) American Express	Tarjetón BBV Tarjetón BBV ORO	Visa Classic Visa Oro 6000 Mastercard	Tarjeta El Corte Inglés	Visa
Electronic money instrument	Visa Cash	Virtu@l Cash	NO	Visa Cash	Tarjeta ciudadana	NO	NO
Company card	NO	NO	NO	NO	NO	NO	NO
Phone banking	Línea Abierta Personal	Línea Banesto	Superlínea Santander and Línea BCH	Línea BBV	Fono Sa Nosta	NO	Fono Banc BS
Home banking	Línea Abierta Windows	NO	NO	NO	NO	NO	NO
Internet banking	Línea Abierta Web	Internet Banesto	Santander Supernet and BCH Internet	BBVnet	Net Sa Nostra	NO	Banc Sabadell Net
Reloadable instrument (chip card, smart card)	Visa Cash	NO	NO	Visa Cash	Tarjeta Ciudadana	NO	NO
Electronic tokens on a computer's memory	NO	NO	NO	NO	NO	NO	NO

EPI	Issuers	BANCA MARCH	BANKINTER	CAJAMADRID	REPSOL	PRYCA
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	YES PRIVATE NATIONAL 8	YES PRIVATE NATIONAL 6	YES SAVINGS BANK 7	NO YES PETROL CORPORATION PRIVATE NATIONAL	NO YES DEPARTMENT STORES PRIVATE CARREFOUR-MARCH	- -
Debit card	4b 4b Mastercard	Visa Electrón	Visa Electrón Maestro	Visa Electrón	Pryca Card	
Deferred debit cards	Visa Europ Assistance	Visa	Visa Mastercard Eurocard	Visa Mastercard	Pryca Card	
Credit card	Visa Europ Assistance	Visa	Visa Mastercard Eurocard	Visa Mastercard	Pryca Card	
Company card	NO	NO	NO	NO	NO	
Phone banking	Telemarch	Banca Telefónica Bankinter	Banca Telefónica de Cajamadrid	NO	NO	
Home banking	Efectivo 98	NO	NO	NO	NO	

Internet banking	NO	eBankinter	Oficina Virtual	NO	NO
Reloadable instrument (chip card, smart card)	NO	NO	Visa Cash	Visa Cash	NO
Electronic tokens on a computer's memory	NO	NO	NO	NO	NO

France

Issuers	Banque nationale de paris	Banques Populaires	Crédit Lyonnais	Crédit Agricole	La Poste	Caisse D'épargne	Crédit Mutuel	Société Générale	CIC
EPI									
<u>Company's profile</u> -credit institution? -Business company? -Legal structure? -Main business? -Type of shareholders? -Place in the top 20?(AFB)	Yes 3	Yes 8	Yes 7	Yes 1	Yes ?	Yes 2	Yes 6	Yes 5	Yes
1. Debit card	carte bleue nationale	carte Visa	Yes (carte bleue visa)	Yes	Yes	carte Visa	Yes (Maestro, Eurocard, Gold)	carte retrait éclair Cirrus	Yes
2. Deferred debit cards	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes
3. Credit cards	Yes (Carte bleue visa : Provisio)	Yes (carte banque populaire Aurore)	carte Libre Cours	Yes (carte open)	?	Yes (satellis aurore)	carte Préférence	Yes (carte alterna)	Yes (carte allure)
4. Electronic money Instrument	Yes (Monéo)	No (?)	Yes (Monéo)	Yes (Monéo)	Yes (Modéus)	Yes (Modéus)	Mondex	Yes (Modéus)	?
5. Company card	No							carte Kyriel	
6. Phone banking	Yes	Yes (Alodis)	Yes	Yes (Infosolde)	Poste Appel	Yes Phonécueil	Yes (Domitel)	Yes (Vocalia)	Filbanque
7. Home banking	Yes (Minitel)	téléplus	Yes	Yes (3615 Cadif, Filfax)	Yes (Vidéoposte Plus)	Yes (Telécureil)	Domitel	Yes (Logitel)	Yes

Issuers	Banque nationale de paris	Banques Populaires	Crédit Lyonnais	Crédit Agricole	La Poste	Caisse D'épargne	Crédit Mutuel	Société Générale	CIC
EPI									
8. Internet banking	Yes (BNP Net)	cyberplus	Yes (Crédit Lyonnais Interactif)	crédit Agricole En Ligne	Yes (Vidéoposte Micro)	Yes (Netecureil)	Yes (Cybermut)	Yes (Loginet)	Yes (Filbanque multimédia)
9. Electronic tokens	No	No	No	No	No	No	No	No	Yes(?)

Remarks:

- the *Visa card* can either be a debit card, a deferred debit card or a credit card,
- the *Carte bleue* can either be debit card or a deferred debit card.

EPI	Issuers	Pass (Carrefour)	Cofinoga	Accord (Auchan)	Cetelem (carte aurore)
<u>Company's profile:</u>					
- credit institution?	no	no	no	no	no
- Business company?	yes	yes	yes	yes	?
- Legal structure?		SA(société anonyme)			
- main business?					
- Type of shareholders?					
Debit card	yes (stores)	Yes (stores)	yes	yes	yes (caisse d'épargne)
Deferred debit cards	Yes	?	yes		
Credit card	Yes	Yes	yes	Yes	
Electronic money instrument	no	no	no	No	
Company card	Yes	Yes	yes	yes	
Phone banking	?	Yes	no	yes	
Home banking	?	Yes (minitel)	no	yes	
Internet banking	?	?	no	yes	

Remark:

- the 4 above-mentioned instruments can either be debit card, deferred debit card or credit card, according to the holder's choice.
- They are all company cards, some of them offer the services of phone banking, home banking and/or Internet banking.

Ireland

Issuers	Bank of Ireland	Allied Irish Bank	Ulster Bank	Educational Building Society	ACC Bank Plc	TSB Bank
EPI						
<u>Company's profile:</u>						
- credit institution?	Yes Private company	Yes Private company	Yes Private company	Yes Building Society	Yes No (State owned)	Yes No (State owned)
- Business company?	Corporation	Corporation	Corporation	Mutual Society	State owned company	Trust corporation
- Legal structure?	Banking Private	Banking Private	Banking Private	Banking No shareholders (members)	Banking State	Banking No shareholders
- main business?	2	1	NR	11	18	22
- Type of shareholders?						
- place in the top 20?						
Debit card	YES - Laser	YES – Laser	Yes – Laser	YES – Laser	YES – Laser	YES – Laser
Deferred debit cards	Yes – American Express	No	No	No	No	No
Credit card	YES – Visa, Mastercard	YES – Visa, Mastercard	YES – Visa, Mastercard	YES – Visa	YES – Visa	YES – Visa
Electronic money instrument	No	No	No	No	No	No
Company card	No	No	No	No	No	No

Issuers	Bank of Ireland	Allied Irish Bank	Ulster Bank	Educational Building Society	ACC Bank Plc	TSB Bank
EPI						
Phone banking	Yes	Yes	Yes	Yes	No	YES
Home banking	Yes	YES	Yes	No	No	No
Internet banking	YES	YES	Yes	No	No	No
Reloadable instrument (chip card, smart card)	No	Yes (on pilot)	No	No	No	No
Electronic tokens on a computer's memory	No	Yes (on pilot)	No	No	No	No

Issuers	Diner's Club	American Express	Marks & Spencers	Texaco (Ireland) Ltd
EPI				
<u>Company's profile:</u>				
- credit institution?	No	No	No	No
- Business company?	Private company	Private Company	Plc	Private Company
- Legal structure?	Corporation	Corporation	Corporation	Corporation
- main business?	Financial services	Financial services	Retailers	Petrol retailers
- Type of shareholders?	Owned by Citybank	Owned by American Express Company (US)	Private	Part of Texaco Inc.
Debit card	No	No	No	No
Deferred debit cards	YES	YES	No	No
Credit card	No	YES - Amex Blue card	No	No
Electronic money instrument	No	No	No	No
Company card	No	No	YES	YES

Phone banking	No	No	No	No
Home banking	No	No	No	No
Internet banking	No	No	No	No
Reloadable instrument (chip card, smart card)	No	No	No	No
Electronic tokens on a computer's memory	No	No	No	No

Italy

Italy EPI	Sanpaolo IMI spa	Cassa di Risparmio delle Province Lombarde spa- CARIPLO	Rolo Banca 1473 spa	Banca Agricola Mantovana spa	Banca Sella spa	Banca del Fucino spa	Wind spa	Coin spa
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholder s? - place in the top 20?	yes no spa banking Istituto San Paolo+Istituto Mobiliare Ital. 7	yes no spa banking Gruppo Intesa 11	yes no spa banking Gruppo Credito Italiano 25	yes no spa banking Gruppo Bancario Monte dei Paschi 79	yes no spa banking 132	yes no spa banking 251	no yes spa telephone company Enel+Deutsche Telecom + FranceTel. 3 rd mobile tel. company	no yes spa store Gruppo Coin spa
1. Debit card	Bancomat/ Pagobancomat	Bancomat/ Pagobancomat Visa Electron Cirrus/Maestro	Bancomat/ Pagobancomat Previdencard Cirrus/Maestro	Bancomat/ Pagobancomat	Bancomat/ Pagobancomat Europay Visa Electron	Bancomat/ Pagobancomat	no	
2. Deferred debit cards	Visa Mastercard	Visa Mastercard	Visa American Express Carta si Diners Silver Blu	Visa Mastercard American Express Carta si Diners	Visa Mastercard	American Express Carta si Diners	no	No
3. Credit card	Visa Revolving		Diners Silver Blu	Carta si	Consel	Keyclient	no	No
4. Company card	no	no	no	no	no	no	no	Coincard

5. Phone banking	Banca Telefonica DirectaGreen Mobile	QuiCariplo Telebanca	yes	TeleBAM	LineaDiretta	No more	no	
6. Home banking	LINKS Sanpaolo	QuiCariplo HomeBanking		Remote Banking	Corporate banking	Fucino on line	no	
7. Internet banking		QuiCariplo Network	Roloweb	BAM on line	Winconto	Fucino on line	no	
8. Electronic money instrument	no	no	no	no	no	no	Ricaricabile Wind	
9. Electronic tokens on a computer's memory	no	no	no	no	no	no	no	

Italy	Tell spa	Freedomland ITN spa
EPI		
<u>Company's profile:</u>		
- credit institution?	No	No
- Business company?	Yes	Yes
- Legal structure?	Spa	Spa
- main business?	e-commerce	Internet TV
- Type of shareholders?	Gruppo Spallanzani	
- place in the top 20?		
1. Debit card	no	no
2. Deferred debit cards	no	no
3. Credit card	no	no
4. Company card	no	no
5. Phone banking	no	no
6. Home banking	no	no
7. Internet banking	no	no

8. Electronic money instrument	Tellonline	Eurocom Card
9. Electronic tokens on a computer's memory	no	no

Luxembourg

Issuers EPI	Banque et Caisse d'Epargne de l'Etat	BIL Banque Internationale à Luxembourg	Fortis Bank Luxembourg	Crédit Agricole Indosuez Luxembourg	Caisse centrale Raiffeisen	Banque générale du Luxembourg
<u>Company's profile:</u>						
- credit institution?	Yes	Yes	Yes	Yes	Yes	Yes
- Business company (NCI)?	No	No	No	No	No	No
- Legal structure?	n.a.	Société anonyme	Société anonyme	Société anonyme	Co-operative company	Société anonyme
- main business?	All segments of banking activity	Retail and private banking	All segments of banking	Investment and private banking	All segments of the banking activity	All segments of banking activity
- Type of shareholders?	State Luxembourg	Partly owned by the Credit Communal Belgium and the Crédit local de France. Member of the DEXIA group.	Member of the Fortis group	Subsidiary of the Crédit Agricole Indosuez	?	Partly owned by the Generale Bank (52.64%) and the public (44.33%)
- place in the top 20?	Number 3	Number 2	Number 41	Number 32	47	Number 1

Issuers EPI	Banque et Caisse d'Epargne de l'Etat	BIL Banque Internationale à Luxembourg	Fortis Bank Luxembourg	Crédit Agricole Indosuez Luxembourg	Caisse centrale Raiffeisen	Banque générale du Luxembourg
1. Debit card	Yes S-card+	Yes BIL-Eurocheque Bancomat	Yes Carte eurochèque	NO	Yes Bancomat et eurchèque card	Yes Bancomat card
2. Deferred debit cards	Yes Visa and Eurocard	Yes Visa and Eurocard	Yes Visa	NO	Yes Visa and Eurocard	Yes Visa and Eurocard
3. Credit card	Yes Eurocard and Visa	Yes Visa and Eurocard	Yes Visa	NO	Yes Visa and Eurocard	Yes Visa and Eurocard
4. Company card	NO	Yes BIL-Servicard	NO	NO	NO	NO
5. Phone banking	Yes S-fax and S- Phone	NO	Yes Fax-Phone banking		Yes Raiffeisen- FaxPhone	Yes
6. Home banking	Yes S-Line	NO	NO	NO	Yes Raiffeisen- Multiline	NO
7. Internet banking	Yes S-Net	Yes BILonline	Yes ebanking.com	Yes e-Private	Yes R@iffeisen.Net	Yes Web Banking
8. Electronic money instrument	Yes Minicash	Yes Minicash	Yes Minicash	No	Yes Minicash	Yes Minicash
9. Electronic tokens	NO	NO	NO	NO	NO	NO

Issuers	Banque de Luxembourg	Poste et Telecom. Luxembourg	LUXGSM	Texaco Card
EPI				
<u>Company's profile:</u>				
- credit institution?	YES	YES	NO	NO
- Business company?	NO	NO	YES	YES
- Legal structure?	Société anonyme	n.a.	n.a.	Société anonyme
- main business?	All segments of banking	Post, telecommunications and financial services	Telecommunications	Petrol Company
- Type of shareholders	n.a.	State Luxemburg	Poste et Telecom. Luxembourg	n.a.
- place in the top 20?	24	n.a.	n.a.	n.a.
1. Debit card	Yes Bancomat	Yes Bancomat(after 3 months and only if there are minimum 45 000 LUF on the account)	NO	NO
2. Deferred debit cards	Yes Visa and Eurocard	Yes Visa and Postomat	NO	Yes Texaco Petrol Card
3. Credit card	Yes Visa and Eurocard	Yes Visa and Postomat	NO	NO
4. Company card	No	No	Yes TIP TOP Card	Yes Texaco Petrol Card
5. Phone banking	No	No	NO	NO
6. Home banking	No	No	NO	NO
7. Internet banking	No	No	NO	NO
8. Electronic money instrument	Yes Minicash	Yes Minicash	Yes TIP TOP Card	NO
9. Electronic tokens	No	No	NO	NO

The Netherlands

Issuers	ABN AMRO Bank N.V.	ING Bank N.V.	Rabobank Nederland	SNS Bank N.V.	Postbank N.V.
EPI					
<u>Company's profile:</u>					
- credit institution?	Yes	Yes	Yes	Yes	Yes
- Business company?					
- Legal structure?	Public limited company	Public limited company Subsidiary of the ING Group Private	Cooperative association Main institution Private	Public limited company Subsidiary of the SNS Reaal Group Private	Public limited company Subsidiary of the ING Group Private
- main business?	All segments of banking	All segments of banking	All segments of banking	Private banking and insurance	Private banking
- Type of shareholders?	Private, international	Private, international	All bank branches are member of the Rabobank cooperative association.		Private, international
- place in the top 20?	Country ranking: 1. Total assets: \$507,371,982,736 (Dec. 31 1998). Source: www.bankersalmanac.com	Country ranking: 2. Total assets: \$328,920,445,463 (Dec. 31 1998). Source: www.bankersalmanac.com	Country ranking: 3. Total assets: \$293,231,203,709 (Dec. 31 1998). Source: www.bankersalmanac.com		Country ranking: unclear from bankersalmanac, but one of the leading financial services providers with relations with 75% of businesses and 50% of households
1. Debit card	Yes	Yes	Yes	Yes	Yes
	1. Bankpas: usable with ABN AMRO ATM's only. 2. Bankpas extra: usable with all Dutch ATM's. 3. Europas with Chipknip: also usable with ATM's abroad.	1. Europas with chipper	1. Europas with Chipknip	1. Europas with Chipknip	1. Giropas with Chipper

Issuers	ABN AMRO Bank N.V.	ING Bank N.V.	Rabobank Nederland	SNS Bank N.V.	Postbank N.V.
EPI					
2. Deferred debit cards	<p>Yes</p> <p>1. ABN AMRO credit card</p> <hr/> <p>1. 2. ABN AMRO gold card</p> <p>Upon request a credit facility is available for both cards. In that case interest has to be paid over the amount not reimbursed after one month.</p>	<p>Yes</p> <p>1.ING Bank credit card 2.ING Bank credit card gold</p> <p>Upon request a credit facility is available. In that case interest has to be paid over the amount not reimbursed after one month.</p>	<p>Yes</p> <p>1. Rabocard</p>	<p>Yes</p> <p>1. SNS credit card</p>	
3. Credit card	<p>Yes</p> <p>See text under 2.</p>	<p>Yes</p> <p>See text under 2.</p>			<p>Yes</p> <p>1.Postbank Card</p> <hr/> <p>2.Postbank Card gold</p>
4. Company card	<p>Yes</p> <p>ABN AMRO offers company cards to small and medium-sized businesses</p>				

Issuers	ABN AMRO Bank N.V.	ING Bank N.V.	Rabobank Nederland	SNS Bank N.V.	Postbank N.V.
EPI					
5. Phone banking	<p>Yes</p> <p>ABN AMRO offers a telephone service enabling balance overviews and payments.</p>		<p>Yes</p> <p>Rabofoon: balance overview, payments, transfer money between own accounts, withdraw money from continuous credit account</p>		<p>Yes</p> <p>Girofoon: transfer money to own account, transfer money to investment fund, withdraw money from a continuous credit account, upon request transfer to other accounts, payments of up to 500 Guilders via any telephone, and of up to 10,000 Guilders via GSM, Chippertelephone or Thuischipper.</p>

Issuers	ABN AMRO Bank N.V.	ING Bank N.V.	Rabobank Nederland	SNS Bank N.V.	Postbank N.V.
EPI					
6. Home banking	<p>Yes</p> <p>1.For private clients ABN AMRO offers HomeNet. This offers: balance overviews, payments due at a certain date, investment portfolio.</p> <p>For business clients ABN AMRO offers the Office Net range of products. These include:</p> <p>2.Office Net Basic (DOS programme): balance overviews, payments due at a certain date, immediate payments.</p> <p>3.Office Net Extra (DOS programme): busy payment traffic, international payments, debt collection.</p> <p>4.Office Net Plus (Windows): national and international payments, investment portfolio.</p> <p>5.Office Net Mac: for private and business clients who want to use a Macintosh.</p>	<p>Yes</p> <p>1.ING Interactive Banking: Similar to ING Electronic Banking but includes Internet access (optional) and e-mail.</p>	<p>Yes</p> <p>1.Telebankieren:balance overview, payments</p>	<p>Yes</p> <p>1.SNS Online: balance overview, investmentportfolio</p>	<p>Yes</p> <p>1.Girotel:balance overview,payments,etc.</p>

		2.ING Electronic Banking: balance overview, payments. 3. MKB Interactive Banking for small and medium-sized businesses.	2.Telebankieren Extra:as Telebankieren plus, debt collection, immediate payments, international payments.		
7. Internet banking	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card).	Yes I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card).	Yes 1.Internet Bankieren:balance overview, payments, payments due at a certain date, immediate payments, investment portfolio. 2.Rabo Direct Betalen:Using a Digipass to ensure safe communications, payments can be made with a maximum of 5000 Guilders 3. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card).	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card)	Yes 1.Gironet 2. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card)
8. Electronic money instrument ²⁶	Yes Chipknip	Yes Chipper/Chipknip	Yes Chipknip	Yes Chipknip	Yes Chipper

²⁶ It is standard for both the Chipper and the Chipknip to be integrated on the standard bank cards, like the Europasses offered by different banks. Very few Chippers or Chipknips exist which have not been integrated on a bank card, if at all.

Issuers	ABN AMRO Bank N.V.	ING Bank N.V.	Rabobank Nederland	SNS Bank N.V.	Postbank N.V.
EPI					
9. Electronic tokens on a computer's memory					

Issuers	VSB Bank N.V.	Van Lanschot Bankiers N.V.	Fortis Bank N.V.	Friesland Bank N.V.	American Express	Diners Club
EPI						
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	Yes Public limited company. Susidiary of the Fortis group All segments of banking	Yes Public limited company Commercial, private, investment and insurance Country ranking: 6. Total assets: \$8,739,021,154 (Dec. 31 1998). Source: www.bankersalmanac.com	Yes Public limited company Member of the Fortis group Commercial, private and investment banking	Yes Public limited company Regional bank, commercial and private banking Country ranking: 7. Total assets: \$4,988,706,239 (Dec. 31 1998). Source: www.bankersalmanac.com		
1. Debit card	Yes Europas with Chipknip					
2. Deferred debit cards			Yes 1. Eurocard	Yes 1.Friesland Bank credit card 2.Eurocard Gold		
3. Credit card					Yes American Express Card	Yes Diner's Club Card
4. Company card						
5. Phone banking	Yes Saldo- en Transactielijn: balance overview, transfers between own accounts.					

6. Home banking	Yes PC Banking: balance overview, payments, payments due at certain date, periodical payments.	Yes ComfortNet: balance overview, national payments, payments due at a certain date, overview of status of investments.		Yes 1. For private clients: Home Finance: balance overview, payments. 2. MultiCash: balance overview, national and international payments, liquid assets management		
7. Internet banking	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card	Yes 1. I-Pay: Not a true 'banking system', but I-Pay enables payment for purchases on the Internet in two ways. One method uses a debet card, the other one a credit card (which could probably also be a deferred debit card		
8. Electronic money instrument ²⁷	Yes Chipknip	Yes Chipknip	Yes Chipknip	Yes Chipknip		
9. Electronic tokens on a computer's memory						

²⁷ It is standard for both the Chipper and the Chipknip to be integrated on the standard bank cards, like the Europasses offered by different banks. Very few Chippers or Chipknips exist which have not been integrated on a bank card, if at all.

The Netherlands

Issuers	KPN Telecom
EPI	
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	No KPN Telecom is part of Koninklijke KPN N.V., a public limited company. Telecommunications services
1. Debit card	
2. Deferred debit cards	
3. Credit card	
4. Company card	
5. Phone banking	
6. Home banking	

7. Internet banking	<p style="text-align: center;">Yes</p> <ol style="list-style-type: none"> 1. NetTransact: Not a true 'banking system', but aimed at paying for Internet purchases. Supports: Cash on delivery, Eurocard/Mastercard, Visa. For over a year the Nettransact site promises giro and authorisation payments. It also promises American Express starting from the fourth quarter of 1999. 2. NetTransact Lite: supports Eurocard/Mastercard, Visa. It promises Rabobank Direct Betalen and American Express starting from the fourth quarter of 1999.
8. Electronic money instrument	
9. Electronic tokens on a computer's memory	

Austria

Issuers	Issuer 1	Issuer 2	Issuer 3	Issuer 4	Issuer 5	Issuer 6	Issuer 7	Issuer 8	Issuer 9	Issuer 10	Issuer 11
EPI	VISA	EUROCARD/Mastercard	Creditanstalt/Bankverein	Bank Austria	Hypo Tirol Bank	Raiffeisen Zentralbank	Meinl	Österreichische Lotterien GmbH	max.mob il. Telekomunikati on Service GmbH	P. S. K Postsparkasse	Ikea Möbelvertrieb OHG
Company's profile:											
credit institution?	yes	yes	Yes	Yes	Yes	Yes	No	No	No		No
Business company?	yes	yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Legal structure?	compound of cred. institutions issuer of credit cards	GmbH / main / private issuer of credit and debit cards	Private (used to be public) private, com., investm., public, international banking	Public/partly private private, com., investm., public, international banking	Public/partly private Banking	Private Banking, credit, mostly business customers	private Grocery Store	Private/Public GmbH Lottery, Gambling	Private, GmbH Phone and Telecommunications Services		Private Furniture sales
main business?	1800 members international										
Type of shareholders?		No.1 Austria	majority: Bank Austria	No.1 Private Bank (Austria)	Medium-size bank	1,7 Millionen members	No. 1 Private Bank Austria	Shareholders: - Casinos Austria AG 34% - P.S.K. Beteiligungsverwaltung AG 34% - Lotto-Toto Holding Gesellschaft m.b.H. 26% - Österreichischer Rundfunk 6%	Shareholders: - T-Mobile (100%-Deutsche Telekom AG) 91% - Krone Verlag 9%		Division of IKEA international
place in the top 20?	No.1 world-wide								Market share: 38% of the GSM market, among the top		

										GSM businesses		
Debit card	Yes	Yes	Yes (Eurocheque- card, VISA)	Yes (Eurocheque- card)	Yes (Eurocheque- card, VISA)	No	No	No	No	No	YES (ec card)	No
Differed debit cards	Yes	Yes	Yes (Euro- /Mastercard, Dinersclub)	Yes (Euro- /Mastercard)	No	Yes	No	No	No	No		Yes (IKEA Business Service Card)
Credit card	Yes 600 million cards total (world-wide)	Yes (Europay Austria) 330 million cards total (world-wide)	No	No	No	Yes	No	No	No	No		No
Electronic money instrument	No	Geldkarte/Quick (= reloadable chip card function on Eurocheque-cards)	Yes (Geldkarte/Quick)	Yes (Quick-function; similar to "Geldkarte")	Yes (Geldkarte)	No	No	No	No	Yes (klax.max reloadable phonecard)		No
Company card	No	No	No	No	No	Yes	Yes	Yes (Web club card, allows access to online games)	No	No		Yes (IKEA Business Service Card)
Phone banking	No	No	Yes	Yes	Yes	Yes (ELBA WAP)	No	No	No	No		No
Home banking	No	No	Yes	Yes	Yes	No	No	No	No	No	Yes (Telebanking)	No
Internet banking	No	No	Yes	Yes	Yes	Yes (ELBA Internet Banking System)	No	No	No	No		No
Electronic tokens on computer's memory	No	No	No	eCash	no	no	no	No	No	No		No

Portugal

EPI	Caixa Geral de Depósitos (CGD)	Banco Comercial Português (BCP)	Banco Português de Investimento (BPI)	Banco Pinto & Sotto Mayor (BPSM)	Banco Totta & Açores (BTA)	Banco Nacional Ultramarino (BNU)	Finibanco	Banco Português de Negócios (BPN)
Company's profile: - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	Yes S.A. State owned 1	Yes S.A. 2	Yes S.A. Itaúsa Group 12,5% La Caixa Group 12,4% Allianz 8,4% Sonae 4,3% CGD 2,8%	Yes S.A. BCP Group	Yes S.A. more than 90% hold by Banco Santander Central Hispano	Yes S.A. CGD 99% portuguese State 1%	Yes S.A.	Yes S.A.
1. Debit card	Yes (electron*, maestro, club swatch, mega cartão jovem, classic*, gold*)	Yes (electron*, prestige*, American Express)	Yes (electron*, gold*, classic*, universo*, prémio*)	Yes (electron*, classic*, gold*, mix 2*)	Yes (totta gold, totta executivo, tottamatic)	Yes (electron*, classic*, premier*)	Yes (electron*, classic*, gold*)	Yes (BPN)
2. Deferred debit cards	Yes ⁽¹⁾ (classic*, gold*, classic and gold empresas*)	Yes ⁽¹⁾ (europa*, prestige*, American Express)	Yes ⁽¹⁾ (gold*, classic*, universo*, prémio*)	Yes ⁽¹⁾ (classic*, gold*)	Yes ⁽¹⁾ (totta gold, tottacard)	Yes ⁽¹⁾ (classic*, premier*)	Yes (classic*, gold*)	Yes (BPN*)

* Visa cards.

⁽¹⁾ The qualification of these cards as deferred debit cards or credit cards depends on the choice made by the holder when signing the contract with the credit institution : either he chooses, respectively, to pay every month the whole amount spent, or to pay only a percentage of that amount each month.

3. Credit card	Yes (classic*, gold*)	Yes (europa*, prestige*, American Express)	Yes (gold*, classic*, universo*, prémio*)	Yes (classic*, gold*)	Yes (totta gold, tottacard)	Yes (classic*, premier*)	Yes (classic*, gold*)	Yes (BPN*)
4. Company card	No	No	No	No	No	No	No	No
5. Phone banking	Yes (Caixadirecta)	Yes (Novarede 24h BCP 24h)	Yes (BPI directo)	Yes (Telebalcão)	Yes (tottaphone)	Yes (BNU directo)	Yes	No
6. Home banking	Yes (caixaelectrónica)		Yes (Banco electrónico BPI)	Yes (Bit)	Yes (Bit)	Yes (Banca electrónica)	No	No
7. Internet banking	Yes (caixadirecta on-line)	Yes (Banco 7, HomeBank BCP, HomeBank NR)	Yes (BPIInet)	Yes	Yes		Yes	No
8. Electronic money instrument	Yes (club swatch, megacartão jovem)			Yes (mix 2*)	Yes	Yes (classic*, premier*)	Yes	No
9. Electronic tokens on a computer's memory	No	No	No	No	No	No	No	No

* Visa cards.

Issuers	UNICRE	Marques e Soares	MaxMat
EPI			
<u>Company's profile:</u>			
- credit institution?	No	No	No
- Business company?	Yes	Yes	Yes
- Legal structure?	S.A.	S.A.	S.A.
- main business?	cards issuer and manager	department store	construction products (retail)
- Type of shareholders?	31 credit institutions (CGD, BTA, BPA, BPSM, BNU: 8,8% each)		
1. Debit card	No	No	No
2. Deferred debit cards	Yes ⁽¹⁾ (unibanco classic* and gold*, metropolis)	No	Yes
3. Credit card	Yes (unibanco classic* and gold*, metropolis)	Yes	No
4. Company card	No	Yes	Yes
5. Phone banking	No	No	No
6. Home banking	No	No	No
7. Internet banking	No	No	No

* Either *Visa* or *Mastercard* cards.

⁽¹⁾ The qualification of these cards as deferred debit cards or credit cards depends on the choice made by the holder when signing the contrat with the credit institution : either he chooses, respectively, to pay every month the whole amount spended, or to pay only a percentage of that amount each month.

8. Electronic money instrument	No	No	No
9. Electronic tokens on a computer's memory	No	No	No

Finland

Issuers	Merita Bank	Okobank Group	Leonia Bank	Saving banks (Based on Aktia Savings Bank)	Neste OY	Diners Club	IKEA	Sonera
EPI								
Company's profile: - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	Yes 1	Yes 2	Yes 3 (as group)	Yes 4 (as group)	Yes PLC Oil/energy	No Yes	No Yes Furniture	No Yes Telecommunication
1. Debit card	Automatkort Bankkort Visa Electron	Guldkortet	Bankkort Visa Electron Automatkort	Automatkort Insidekort Visa Electron Bankkort Visa				
2. Deferred debit cards *	Visa Gold Visa**							
3. Credit card	Master Card	Visa** Visa Gold Master Card	Visa** Visa Gold OK kortet			Diners Club		
4. Company card					Neste		Ikea card	
5. Phone banking	Solo (Includes WAP banking)	Guldmynt	Telefonbanken	Telefonbanken				Mobile Pay
6. Home banking								
7. Internet banking	Solo	Guldmynt	Web bank	Internetbanken				
8. Electronic money instrument	Kortkontant Avanti	Guldkortet Avanti	Kontantkortet Avanti					
9. Electronic tokens	Merita Bank was							

on a computer's memory	one of the banks that were running a pilot with ecash, but it has now been discontinued.							
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** The category "Deferred Debit Card" is not easily defined. Banks and other card issuers will frequently combine it with a direct debit agreement, meaning that a card in most instances will function as a deferred debit card, even though it formally is a credit (charge) card.*

*** Visa is granted by a separate company, Luottokunta/Kreditlaget, which do the credit check for all banks in Finland offering Visa. But the card is issued by the banks.*

Some comments about the situation in Finland. There are four dominant players: Merita Bank, Oskobank Group, Leonia Bank (former Postal Bank) and the savings banks as a group. There are some small banks, and some foreign banks operating in Finland, but they are all significantly smaller than the major four.

The banks offer more or less the same services, under the same conditions: They have Visa Electron, Visa and Visa Gold. They also have Bankkort which can only be used in Finland, and Automatkort, which can only be used for cash withdrawal. In Finland, Visa (except Visa Electron) are issued as credit card, but might have a debit arrangement that makes it a deferred debit card. Then there is Master Card, which is a credit card.

They all share the ATM network Otto. Some banks now offer a cash card. It is the same card, but might be marketed under different brand names. It can be recharged in Otto ATMs. One can also buy disposable cash card under the name Avanti, which can be used in the same system. Diners Club and American Express do not seem to be major players in Finland, but Diners seems to be more active as card issuer. (The Diners Club franchise for the Nordic Countries is held by the Swedish SEB Bank).

Two company cards are included. But it seems that the trend is co-branded cards, not company cards. One can get a bank issued credit card in combination with a "customer card" in major stores.

*The Sonera Mobile Pay is an interesting development. But it is just launched, and with a very limited places where it can be used. The concept is that your mobile phone is your payment device, and that you later get billed on you phone bill, or charge our credit card. But the system was **not launched when we collected the information, meaning that we only have the information that is available on the internet (which is not very much at the moment).***

Sweden

Issuers	SEB	Handelsbanken	FöreningsSpare banken	Nordbanken (Merita Nordbanken)	Diners Club	EuroCard	ICA	Statoil	IKEA
EPI									
Company's profile: - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	Yes 1	Yes	Yes	Yes	No Yes Payment Bank	No Yes Payment services Banks	No Yes Grocery Private	No Yes Oil Norwegian Government	No Yes Furniture Private
1. Debit card	Bankkort Visa Maestro	Bankkort Visa MasterCard Maestro	Bankkort Visa Maestro MasterCard	Bankkort Visa MasterCard Electron					
2. Deferred debit cards									
3. Credit card	Betal och kredit (MasterCard) Diners Club Eurocard	Allkort Visa Allkort MasterCard		Visa MasterCard	Diners Club Co-branded cards	EuroCard	ICA Card	Statoil Card	IKEA Card
4. Company card									
5. Phone banking									
6. Home banking									
7. Internet banking	Internetkontoret		Internetbank	Solo					
8. Electronic money instrument	Cash	Cash	Cash	Cash					
9. Electronic tokens on a computer's									

memory									
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In Sweden, as in Finland, there are a few products offered by several banks, on rather standardised terms. But it interesting to note that MasterCard and Visa are offered both as debit- and credit card – even by the same bank.

Cash is an “E-money” system based on the Belgian Proton system.

Several banks offer SET certificates and other smart card based security system for internet transactions.

United Kingdom

Issuers	Issuer 1	Issuer 2	Issuer 3	Issuer 4	Issuer 5	Issuer 6	Issuer 7	Issuer 8
EPI	HSBC	Barclays Bank	Nat West	Egg	Lloyds TSB	Nationwide Building Society	Tesco Personal Finance	Yahoo
<u>Company's profile:</u> - credit institution? - Business company? - Legal structure? - main business? - Type of shareholders? - place in the top 20?	Yes Yes Public Limited Co. Banking & financial services 7	Yes Yes Public Limited Co Banking & Financial Services 2	Yes Yes Public Limited Co Banking & Financial Services (RBS) 3	Yes Yes Public Limited Co Banking & Financial Services (Prudential) -	Yes Yes Public Limited Co Banking & Financial Services NR	Yes No Statutory corporation Member-owned 14	Yes Yes Public Limited Co Banking & Financial Services (Tesco) -	No Yes Public Limited Co Banking & Financial Services -
1. Debit card	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
2. Deferred debit cards	No	No	No	No	No	No	No	No
3. Credit card	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4. Company card	No	No	No	No	No	No	No	No
5. Phone banking	Yes	Yes	Yes	Yes	Yes	No	No	No
6. Home banking	TV Banking	No	No	No	No	No	No	No
7. Internet banking	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes

8. Electronic money instrument	No	No	No	No	No	No	No	No
9. Electronic tokens on a computer's memory	No	No	No	No	No	No	No	No

Issuers	Issuer 9	Issuer 10	Issuer 11	Issuer 12
EPI	American Express	Marks & Spencer	John Lewis	Y-creds
<u>Company's profile:</u>				
- credit institution?	No	No	No	No
- Business company?	Yes	Yes	Yes	Yes
- Legal structure?	Public Limited Co	Public Limited Co	Partnership	Public Limited Co
- main business?	Banking & Financial Services	Banking & Financial Services	Employee owned	Private
- Type of shareholders?	-	-	-	-
- place in the top 20?	-	-	-	-
1. Debit card	No	No	No	No
2. Deferred debit cards	No	No	No	No
3. Credit card	Yes	No	No	No
4. Company card	No	Yes	Yes	No
5. Phone banking	No	No	No	No

6. Home banking	No	No	No	No
7. Internet banking	No	No	No	No
8. Electronic money instrument	No	No	No	No
9. Electronic tokens on a computer's memory	No	No	No	Yes

Possible instruments we have identified for performing the anonymous on-the-spot surveys (i.e. approximately 15 instruments, as far as possible representatives of issuers and of the EPIs available on the market) are highlighted in grey. These are provisional and subject to change in light of the Contracts Analysis (Work Package 2).

Appendices 4

General summary of each Work Package

Work Packages

- Work Package 1: Analysis of the steps taken by the Member States to implement the Recommendation,
- Work Package 2: Analysis of the contracts between issuers and holders,
- Work Package 3: Contacts with consumers panels,
- Work Package 4: Anonymous on-the-spot surveys,
- Work Package 5: Statistical analysis.

WORK PACKAGE 1

Transparency of conditions for transactions

According to the study, only Danish law fully complies with all the provisions of the Recommendation. In some way, some provisions are even judged more onerous than those of the recommendation.

Portugal is judged as being in general in compliance with the obligations set by the Recommendation.

In Belgium, although currently not complying with the Recommendation (nothing specific in the law for other instruments than credit cards and opening of credit, code of conduct not enough specific), there is a draft legislation aimed at fully transposing the recommendation.

In Luxembourg, the draft law does not implement this part of the Recommendation.

For other countries, only some of the obligations are met thanks to general legislation such as civil codes (see e.g. Germany and Holland), or consumer protection laws (Greece, Finland, Ireland, Spain). The provisions generally implemented are the obligation to communicate the t&c in a readily, written (see however The Netherlands) and comprehensive form and to provide information on interest rates.

Greece and Italy have different set of legislation where we can find different obligations that together with Codes of conduct reach the most important provisions of the Recommendation. The Code of conduct of the Italian bank is in general close to the Recommendation. Ireland, The Netherlands and Austria have adopted the Code of best practice of the European Credit Sector Associations. The scope of this act is however limited (credit and debit cards and no other form of payment).

In France, civil code, consummation code and banking law taken together impose transparency for the following obligations:

- general conditions for the banking operations the credit institutions accomplish.
- conditions of the use of the bank account and costs of the various services it gives access to, mutual obligations between the institution and the customer
- conditions written down in a clear and understandable way.
- The modifications to the contract are valid only if they have been communicated previously to the customer, the customer has accept them deliberately and the fees and commissions are the real and exact compensation of the service used by the customer
- Obligation not to dispatch an unsolicited EPI

In UK, the Banking Code of Conduct only covers general information and is not fully in compliance with all the provisions of the Recommendation.

In Sweden, Codes of conduct have no tradition and the law in general is not in compliance with article 3 and 4 of the Recommendation.

CONCLUSION

For most of the Member States, articles 3 and 4 of the Recommendation are not fully implemented and only some of the provisions are found in different binding and non-binding instruments. Generally, there is no explicit obligation to describe the holder's and issuer's respective obligations and liabilities, to set the normal period within which the holder's account will be debited or credited, to precise the period during which a given transaction can be contested by the holder. According to the study, obligations of information subsequent to a transaction are also rare.

For purposes of clarity and uniformity within the member states, a more binding instrument might here be advisable, especially if the EU Commission judges that all the terms that must normally be included in the terms and conditions according to the Recommendation are fundamentals.

Obligations and liabilities of the parties to the contract

Again, Denmark is the best scholar in the implementation of those provisions. This country is almost in compliance with the Recommendation except for articles 5a (but according to the authors the compliance is implicit) and 7.2 (a) (disclosure of pin).

Belgium and Luxembourg are the two others countries that intend to implement the Recommendation having a draft regulation. In Luxembourg, article 5a (obligation of the holder to take reasonable steps to keep the instrument safe), 7.1 (possibility to alter contractual terms) and 7.2 b (obligation not to dispatch an unsolicited instrument, and article 8 (liabilities of the issuer) are however not included in the draft law.

For other countries, except for Austria,

- there is no maximum amount of liability for the holder (except for UK). In Germany, the amount will be fixed by the Courts depending on the extent of the holder's fault. In other countries, this is in general a purely contractual matter.
- article 6.3 (non liability of the holder when the instrument is used without physical presentation or electronic identification) would only be transposed in the Spanish and Portuguese law.
- the spirit (distinction between notification and non notification, fraudulent acts or negligence,...) of the liability system is generally the same in all of those countries but the notion of negligence or obligations of the holders and issuers are not explicitly defined in any of those law.
- In Ireland, except of the provisions of the Code of Practice of the European Credit Sector association there is nothing in this country that regulates obligations and liabilities of the parties. But the author of the report pointed out the fact that the Code of Practice of the European Credit Sector association urgently requires expansion to take account of the other forms of EPI covered by the Recommendation.
- France and The Netherlands (except for 7.2 e) are identified as having a lack of regulation.
- In UK, the amount of the holder's liability before notification is fixed to £50 in the Banking code and existing legislation and common law. In principle the holder is not liable after notification but obligations and liabilities of the parties are not clearly defined. In addition

article 6.3 is not transposed in any law or code of practice. No right to countermand an order.

CONCLUSION

In most of the countries, it appears that, if the general philosophy of the Recommendation can be found, the obligations and liabilities of the parties in a contract are certainly not clearly defined by regulation and that the Recommendation **has poorly been transposed**.

The notification procedure and liability of the issuer after notification

The rules of the Danish EPIA on notification and liability are in compliance with the Recommendation, since the Danish rules in general are more favourable towards the holder.

In Belgium, the Recommendation is in part transposed in the law that implemented distance contracts. Draft legislation transposes the section. In general, the system of notification working in Belgium fulfils the requirements of the Recommendation.

In Luxembourg, issuer has an obligation to provide means to notify and to take all reasonable actions to stop the use.

Other countries have nothing specific with this regards in their legislation. In France, the case law is however in general in conformance with the recommendation except for the maximum amount of liability before the notification. In Portugal, the law only imposes issuers to have a 24 hours phone or fax service. In UK, the banking code has an implies requirement with regards to the means available to enable the holder to notify the lost or theft of the EPI. For credit cards, both Sweden and UK laws foresee a jointly liability between issuers and holders.

The burden of proof

Denmark is in compliance with the recommendation.

Belgium and Luxembourg have a draft legislation to implement it.

In Finland, there is the consumer complaints board where the consumer is exempted from bringing any proof if he disputes a transaction. In UK, burden is on the issuer. In The Netherlands, the requirement put forward by the recommendation is fulfilled but the authors point out the fact that *in fine*, it is almost impossible for consumers to bring forward counter-proof. They are totally dependant on the data logged by the issuer.

In Germany, the matter is regulated by traditional proof law. A more binding legislative instrument would clarify the situation but the authors of the report estimates that new legislation is really necessary. The same comments can be made for Spain and Sweden.

Settlement of disputes

Most of the reports insist on the fact that article 10 is not really specific. They are therefore quite subjective and most authors conclude that their countries are in compliance with the Recommendation.

Danish EPIA does not contain specific rules on that question. However, the goal of article 10 of the Recommendation is reached by other sets of rules.

In Ireland, authors estimate that Irish system is subject to limitations which limits its effectiveness. According to them, there is also potential for the independence of the scheme to be compromised through withdrawal or restriction of funding.

In Austria, there is no specific dispute mechanism. In Italy and Portugal, there are only ordinary judicial actions. The authors of the Portugal report estimate therefore that their country is not compliant with the recommendation.

WORK PACKAGE 2

This report provides an analysis of the national reports on the contracts in the Member States and examines their compliance with the Recommendation.

Transparency of conditions for transactions

On examination of the national reports it is clear that the contracts in the Member States provide some of the information required but most do not comply fully with the Recommendation.

In general Denmark has a higher standard of protection for consumers provided under national law than the Recommendation and complies with the requirements. However the obligation to provide information to the holder is less extensive than the obligation in the Recommendation but this might be due to the fact that the electronic payment instrument act (EPIA) only entered into force on July 1, 2000.

The Austrian and the UK contracts are generally in compliance with the information requirements. However in the Austrian contracts for company cards information on the holder's obligations and the period of time during which transactions can be contested is omitted.

In France, Belgium, Portugal, Sweden, Finland and Germany most of the information is provided in the contracts. However the obligations of the holder are not always clearly defined. In Portugal the terms are not always clear because of the technical language used and in Sweden and Finland the small print often makes contracts difficult to read.

In Greece there is no reference to costs and the terms are not always clear. A particular problem appears to exist for phone, home and internet banking where the obligations of the holder and the costs are not clear.

In Holland the terms relating to liability are unclear and complicated and the holder's obligations are not clear. Fees and charges are not mentioned nor is the period during which the holder's account will be debited. In fact many terms had to be specifically requested.

In Ireland the contracts provide only some of the information. The information which is provided is not clear because of the small print, poor spacing and technical language. This is also a problem for Luxembourg where the technical language and physical appearance make the contracts less than clear.

In Spain there is no clear information on the types of activities which the EPI can be used for and some of the terms are technical.

In Italy the issuers do not always supply information on the obligations of the parties and the terms are not always clear as technical terms are used by some issuers.

CONCLUSION

For most of the Member States, articles 3 and 4 of the Recommendation are not fully complied with and only some of the provisions are found in the contracts. The form in which the information is provided is also problematic because of the technical language used.

Obligations and liabilities of the parties to the contract

The majority of contracts do not comply with all of the provisions of Articles 3 & 4.

In Austria the obligations of the holder are in compliance but the liabilities of the holder are far higher than the limits specified in the Recommendation in certain circumstances. In particular if the EPI is left in a car, or where the PIN has been misused with a credit card. It is also clear that the terms for company cards and phone banking are not in compliance.

In Belgium the holder's obligations are defined but in some contracts the limit of a holder's liabilities are not mentioned. Where the holder has been seriously negligent the liability is higher than the limit specified in the Recommendation. The contracts relating to phone banking do not mention the holders liability before notification and for internet banking the holder is liable for wrongful use of the code or password. The notification period set in article 7-1. (one month) is generally complied with.

The Danish contracts are generally in compliance with the Recommendation.

In Finland the contracts do not specify a limit to the holder's liability prior to notification though they do place an obligation on the holder to take reasonable care of the EPI and report any loss or theft. The contracts generally provide for at least 1 month's notice when there has been a change to the terms.

In France the contracts do not comply with the limited liability provision for holders. In particular there is liability where a confidential code is used or where there is late notification. The issuer will only accept liability for non-execution or defective execution of equipment under his control. The contracts do generally comply with the notification periods when the contract is changed.

In Germany the liability of the holder will depend on the extent of the holder's fault. For example a holder will be liable according to some contracts if she did not inform the issuer without delay in case of loss of the EPI or if the PIN code was kept together with the card.

In Greece the contracts fail to comply with the notification period specified. If the holder has not notified the issuer of the loss or theft of an EPI this is considered to be gross negligence. The contracts do not comply with the Recommendation as they place all liability on the holder prior to notification due to the presumption of gross negligence if not immediately notified. The issuer does not accept liability for the malfunctioning or inaccuracy of information provided by the system.

In the Dutch contracts the liability provisions do not comply with the Recommendation. In particular internet/home/phone banking contracts place full liability on the holder up until the moment of notification. The notification period is also often less than 1 month.

In Ireland the contracts do not comply with the liability provisions there is also no mention of a right to countermand or provision where there is no electronic identification of an EPI.

In Italy many of the contracts make no provisions on the obligations and liabilities of the parties. Where they do the holder is liable for any use of the EPI.

In Luxembourg the contracts for debit cards often comply with the holder liability requirements but for credit cards, internet and phone banking there is a lack of compliance and the holder is generally fully liable until notification.

In Portugal the liability of the holder is not consistently limited in all contracts. Often there is no limit particularly for home/internet/phone banking contracts. The issuer is generally only liable for any defection execution of his own equipment.

In Spain the holder is obliged to inform the issuer without delay. Although in many cases the holder's liability is often limited to 120 or 150 euros except in cases of fraud or extreme negligence this is sometimes limited to the 24 hours prior to notification. For phone/home banking there is no limit on a holder's liability.

In Sweden there is no limit on a holder's liability prior to notification though the holder's obligation to take care of the EPI is clearly stated. Changes to the contract take effect in some contracts in less than 1 month.

In the UK there is an obligation on the holder to take care of the EPI and the holder's liability is limited to £50 or less prior to notification. Again there are problems for internet contracts where liability is not always limited.

CONCLUSION

In most of the countries the provisions of the Recommendation have not been fully incorporated in the contracts between the issuer and the customer. Areas where there appear to be particular problems are the liability of the holder, notification of changes, countermanding (for unspecified sums) and exemption of liability where no electronic identification (where there was no physical presentation of instruments). In particular the phone/home/internet banking contracts often make no provision to limit a holder's liability before notification. It is also unclear what constitutes gross negligence – does the failure to immediately inform the issuer of the loss of an EPI fall within this category? The contracts often include a far shorter period for notification of changes than the month specified in the Recommendation. There is often no provision for the liability of the issuer for defective or non-executed transactions. However the obligations of the holder to keep the EPI safe are included within many contracts.

In general there were no provisions prohibiting the countermanding of an order except where the amount was not determined at the time. There is also rarely a provision exempting a holder from liability when the payment instrument has not been used without physical presentation or electronic identification.

The notification procedure and liability of the issuer after notification

Denmark is the only country which fully complies with the Recommendation.

In Austria there is often no means of notifying an issuer 24 hours a day. Often notification periods are limited to office hours and suspension of the EPI may be effective only 6 hours after being received.

Belgium and Germany often have 24 hour notification procedures but this is not consistent for all contracts. Also in Germany in certain contracts notification must be made by fax which may not be available 24 hours a day.

In France, Finland and the UK the issuer bears the loss after notification. There are notification facilities available 24 hours a day except for internet banking. In Greece notification is always in writing so there is potential for delays while in Holland and Italy there is no mention of notification facilities in most contracts. In Spain there is not always a phone number for notification.

In Ireland notification is generally by phone and there is sometimes a requirement for written verification. In Luxembourg there is a phone number contact but this is not always available 24 hours a day. There is no provision for an issuer to cancel an EPI within a specific time frame. Sometimes there is a requirement for written verification.

In Portugal although there is 24 hour phone notification which must be confirmed in writing and sometimes issuers will only assume responsibility after verification has been received in writing. In Sweden notification is by phone.

CONCLUSION

In most contracts there is no mention of the issuers liability after notification of loss or theft of the EPI. There is generally no means for the customer to prove the notification though the majority of contracts provide for a means of notifying. For internet banking there is often no means for notifying the issuer instead the holder must change the password or identification number herself.

The burden of proof

In Austria, Sweden, Finland and Germany there is no provision in the contract on the burden of proof.

In Denmark and the UK the burden of proof is reversed.

In the Belgian, French, Greek, Irish, Italian, Luxembourg, Spanish and Dutch contracts there is a failure to fully comply with the Recommendation. In some Belgian contracts the records will be considered accurate unless the holder proves to the contrary. In France and Greece the records are considered to be evidence of the transaction while in Ireland the holder must bring proof to establish that the records are inaccurate. In Italy some contracts state that recording

of the messages will be considered conclusive evidence of the transactions. In Portugal some contracts impose the burden of proof on the issuer and some on the holder.

In most countries it is clear that the burden of proof is not reversed.

Settlement of disputes

In many contracts there are no specific provisions on the settlement of disputes.

In Belgium, only one bank mentions the Ombudsman in its contract. Danish contracts make reference to the issuer, the Consumer Complaints Board, The Appeal Committee for Credit Institutions and the Consumer Ombudsman.

In Holland the contract terms mention a dispute settlement body but provide no address. In Italy one contract mentions submission of disputes to an arbitration board. In Portugal most contracts impose a judicial procedure for the settlement of disputes and also impose the specific court competent to judge those disputes. In the UK most contracts mention the internal dispute resolution system and the ombudsman. In Sweden contracts generally provide information on the Consumers Banking Office and National Consumer Complaints Board. In Finland the contracts usually include reference to the industry's advisory service and the Consumer Complaints Board

WORK PACKAGE 3

This reports highlights the problem areas which have been brought to the attention of consumer organisations in each of the Member States.

Transparency of conditions for transactions

Although holders have not been forthcoming with complaints relating to the transparency of the terms and conditions the reports do show that issuers do not always provide this information in a suitable form:

- Whether, because the information is not easily comprehensible (by ex.: Portugal : technical vocabulary used, small written types, too light ink used, etc.; Italy : complexity of the contractual terms).
- Whether, because the information is not complete or sufficient (by ex.: lack of information about the financial limits of the card and about the termination of the contract). To provide another example, in Portugal, the information related to the interest rates, to the commission fees, etc., is only delivered on request.

In Germany the consumer organisation, AgV, found in its study of online banking that most of the banks failed to disclose all of their standard terms and price lists.

Obligations and liabilities of the parties to the contract

Most of the complaints relate to the liabilities of the holder or those of the issuer in case of loss or theft of cards.

It generally appears that holders do not take all the reasonable required steps to keep safe their EPI and the means which enable it to be used.

In Luxembourg, the ULC (Union Luxembourgeoise des Consommateurs) considers that magnetic cards are not safe enough (it is for example too easy to duplicate or to copy the signature of a card that has been lost and to re-use it). In other respects the UCL also remarks that, due to the lack of case law related to the notions of acting with extreme negligence or fraudulently, issuers in Luxembourg can easily deny their liabilities putting forward the extreme negligence of the holder or his fraud.

In the UK few disputes have been brought to the attention of consumer associations on the use of EPIs. Where complaints have been brought the Ombudsman's complaints data indicate that the bank's own internal dispute resolution mechanisms deal with most problems concerning EPI. It seems that the majority of cases that reach them are successfully conciliated, while very few go on to reach the law courts.

Surveys show several instances of an EPI being issued when it was not requested by the consumer. The following problems were also identified. For example, in Greece, issuers do not always comply with the obligation to inform correctly the holder about the alteration of the contractual terms. In Italy, holders may not countermand an order where the amount was

not determined when the order was given. In The Netherlands, it was reported that, in 1996, the practice has demonstrated that more cash could be withdrawn from the machine than the amount normally permitted by the bank. It was also reported that foreign money could be withdrawn without using any personal identification number.

In Austria the *VKI*, the main consumer association, has commented on the standard terms for debit cards and their use at cash dispensers. It criticises the following provisions:

- There are no uniform limits for daily cash withdraws anymore. The banks can change these limits at any time by simply displaying new conditions in the bank building. So the holder has no overview as far as his risk is concerned.
- The issuers state in their terms that they might need six hours after notification in order to block the account. The *VKI* does not see any technical reason for this right to reserve. The *VKI* does not understand why the holder has to notify the loss in writing or in person during the issuer's opening hours whereas outside the opening hours there is a telephone-service.

Their reports also show that customers are unaware of the extent of their liability and often underestimate the amount. There is no information given after a transaction which makes it – according to a customer survey of the *VKI* – more difficult to keep an overview of the financial situation. Therefore holders wished to receive a receipt after a transaction.

In Germany a study by the AgV concluded that the customer generally has to bear the risk of defective transactions in online banking. In online banking contracts there are no regulations about technical malfunctions of the access instruments and equipment and the banks do not generally accept liability for mistakes on their part. Furthermore there are no regulations concerning liability before blocking notification.

The notification procedure and liability of the issuer after notification

Two major issues must be pointed out:

- Issuers do not always provide the means that enable holders to notify the loss or theft of his/her EPI at any time of the day or the night;
- In most of the countries, issuers do not provide the holder with any evidence of the notification of lost he made to the holder. This is why some consumer associations suggest that issuers confirm the notification by sending a fax or a letter and recommend to the holder to keep proof of this.

In Belgium, an issuer refused to take into account the notification the holder made to Card Stop arguing that its contractual terms specified that the notification had to be addressed to the issuer first. After the intervention of the Ombudsman, the issuer recognized that it was difficult to refuse a notification addressed to an organization such as Card Stop whose number is mentioned on every ATM.

In Austria the issuers state in their terms that they might need six hours after notification in order to block the account.

In Germany it is a contractual rule that the holder is not liable anymore after notification. But although this is a clear rule, the holder often has to dispute with the bank and to assert his right.

The burden of proof

For the majority of the countries, it seems that the burden of proof falls on the issuer. The effectiveness of this principle must however be attenuated.

In practice, it appears that the issuer brings its internal records as evidence and therefore the holder must bring proof of the failing of the electronic system or fraud in order to succeed.

In Luxembourg, most of the issuers put on the holder the burden of proof of the moment and circumstances of the loss or theft. In other respects, some consumer associations (in The Netherlands about Ghost transaction, and in a certain way in Belgium) emphasize that the main problem is the weakness of the position of the holder in order to produce the contrary evidence.

But in Ireland, it appears that the Ombudsman focused on the question of whether there was any evidence of machine malfunction and made his decision accordingly – the doubt should accrue the complaint.

In Germany it is still the courts' prevailing opinion that there is prima facie evidence for the fact that the holder acted in gross negligence, if his card has been used fraudulently. It is clear that the holder is only liable for gross negligence. But it is the holder who has to set forth the facts that lead to her/his discharge. If there are doubts s/he also has to prove them.

Settlement of disputes

Complaints related to EPI are generally brought before extra-judicial authorities - in most cases before the Ombudsmen created by financial institutions. Indeed, holders are reluctant to solve their disputes before a judicial court owing to the cost and slowness of this kind of procedure.

In Portugal, it seems they do not have adequate and effective means for the settlement of disputes between a holder and an issuer, except the intervention of consumer associations. In The Netherlands, complaints are brought before The Disputes Settlement Committee. It seems that this procedure seldom lead to a satisfactory solution for the holder. In Luxembourg, whether holder and issuer reach to a gentlemen agreement owing to the intervention of ULC and CETREL, whether the holder bring the case before the CSSF (Conseil de Surveillance du Secteur Financier) that apply an indistinct or unknown procedure.

In the UK the Banking Ombudsman's Report shows that more cases were settled by conciliation than by formal decision and that only a minority of cases had to go on to formal decision.

The majority of disputes in Germany deal with negligence as regards PINs, TANs and other means of security.

In Austria the VKI has asked for the creation of an independent arbitration body as at present there are no redress procedures available.

WORK PACKAGE 4

Work Package 4 examines the compliance in practice, rather than in theory, of EPI issuers with the Recommendation. The information upon which this section is based was gathered via surveys of EPI issuers and users.

This section sets out the research team's initial impressions of the results of Work Package 4. It is intended only as a guide to the likely content of the final analysis, which has yet to be completed, and its conclusions are subject to change. In particular:

- The analysis here deals only with those issues for which reasonably clear answers could be ascertained in the time available, and additional issues will be analysed in the final report;
- On some issues the surveys elicited little information, e.g. on limits for the holder's liability in practice (as opposed to theory), and it seems likely that the conclusions of Work Package 2 will provide the main source of information on these issues.

Transparency of conditions for transactions

Supply of terms and conditions

The surveys demonstrate that each country's overall level of compliance with this aspect of the Recommendation fell into one of three groups:

- In most cases information was supplied to holders in accordance with the Recommendation, both as to content and time of supply;
- In most cases the content of information supplied met the Recommendation, but the supply was often late; or
- In most cases, there was a failure to supply information in accordance with the Recommendation.

Most, but not all, jurisdictions comply with this part of the Recommendation to some extent. Problems arise in two main areas:

- The required information is supplied, but only after the holder has signed up to the EPI;
- In the case of on-line bank accounts, the information may be in theory available to the holder but is not easily accessible or brought expressly to the holder's attention.
-

It may be worth noting that although most Greek issuers comply with this part of the Recommendation, those which do not comply are among the largest issuers.

Substantial compliance with Recommendation	Content complies, but supplied late	Substantial failure to comply with Recommendation
Austria Denmark Germany Greece ²⁸ Luxembourg Portugal (for bank-issued payment cards) UK	Ireland Netherlands	Belgium Portugal (for Internet accounts and non-bank-issued payment cards) Spain (much information provided only after request and/or in oral form)

Comprehensibility of information

Each country's general level of compliance on this point has been analysed as Good, Moderate or Poor in respect of both the language used and the format in which the information was supplied. With the exception of Portugal, most jurisdictions comply adequately with this part of the Recommendation. However, there is a general view that that the layout and presentation of EPI terms and conditions often hinders the comprehensibility of the information.

Language			Format		
Good	Moderate	Poor	Good	Moderate	Poor
Austria	Greece	Portugal	Austria	Germany	Portugal
Belgium	Ireland		Belgium	Greece	
Denmark			Denmark ³⁰	Ireland	
Germany			Luxembourg	Netherlands	
Netherlands ²⁹					
Luxembourg					
UK					

Information provided after transaction

Surprisingly, the surveys reveal that almost all EPI holders received a good quality of information after each payment transaction. However (with the exception of Austria, France and the UK) it is not generally reported that users of electronic money EPIs are able to review their most recent transactions.

Optional information

Optional information is rarely provided, except where ATMs are used where a range of optional information is generally available. The exception is Denmark, where much optional information is provided prior to signing up to the EPI.

²⁸ But a minority of substantial issuers in Greece are non-compliant.

²⁹ Except that liability clauses are difficult for holders to understand.

³⁰ Although the quantity of compulsory information makes comprehension difficult - this is under review.

Obligations and Liabilities of Parties to a Contract

Liability provisions

In general holders are not well-informed on their liability position. This may partly be explained by the fact that in a surprisingly large number of instances the holder was not charged for pre-notification losses, even where the account terms permitted the holder to charge.

Limited liability in all cases	Limited liability in some cases	Unlimited liability in most cases
Denmark UK ³¹ (except fraud or gross negligence)	Ireland Belgium Netherlands Luxembourg Portugal (but not properly explained in many contracts)	Greece

Safety of EPI and PIN

All the jurisdictions surveyed made it clear to holders that there is an obligation to keep the EPI and PIN safe.

On the question whether holders (in general) comply with this obligation, it is clear from the table below that the PIN is commonly disclosed, though this is usually to a family member for use in an emergency.

EPI kept safe		PIN kept safe	
Yes	No	Yes	No
Denmark France Germany Ireland Luxembourg Spain	Greece Portugal	Denmark Germany	Belgium (about 67%) France (about 30%) Greece Ireland (50%) Luxembourg Portugal Spain (about 30%)

Exemption of liability for “not present” transactions

This is more a matter of substantive law than account terms, but some information was discoverable.

Yes	No	No consistent approach
Denmark Luxembourg UK	Belgium Greece Portugal	Ireland Netherlands

³¹ In one case only was there potential unlimited liability.

Countermand of payment

There was little information from holders on this issue, largely because the facts are so uncommon. The most likely case where an EPI is used to make a payment of an uncertain amount is in cross-border mail order, where the supplier adds postage costs to the ascertained price. The results here should therefore be treated with caution. As a rule, account terms are either silent on this point or expressly prohibit countermand. In practice, some issuers occasionally permit countermand as a concession to particular customers.

Countermand expressly permitted	Countermand expressly prohibited	No consistent approach
	Belgium ³² Netherlands ³³ Luxembourg ³⁴ Portugal	Denmark Greece

Alteration of terms

This is not an issue of which holders are usually aware, and so the surveys did not elicit much information. The results of Work Package 2 are more reliable on this point.

Issuer must notify new terms	Issuer must give at least one month's notice	Change permitted without notice
Ireland UK	Netherlands Belgium	Luxembourg

Unsolicited EPIs

Unsolicited EPIs clearly remain a problem. Even in those countries which comply substantially with the Recommendation, occasional unsolicited EPIs are sent (though this may represent the inevitable error rate). Perhaps more worrying is that in the UK, where the sending of unsolicited EPIs is expressly prohibited by law, 12.5% of those surveyed had received an unsolicited EPI. A more comforting matter is that if those to whom unsolicited EPIs were sent complained, they were not charged and the EPIs were cancelled.

Compliance	Mostly compliant	Substantial non-compliance
Austria ³⁵ Belgium Denmark France Germany ³⁶ Ireland ³⁷ Luxembourg (Non-compliance in 2 of 40 surveys)	Greece Netherlands	Portugal (14% of surveys) Spain (20% of surveys) UK (12.5% of surveys)

³² The question is however only mentioned in a few contract.

³³ Except in one case; and in another the terms did not address the issue.

³⁴ Though issuers may allow countermand as a concession, not a right, in some cases.

³⁵ Except that debit cards automatically include electronic money facilities.

³⁶ Except that debit cards automatically include electronic money facilities.

Notification and Liability

Clear procedures in case of loss/theft

Yes	No
Austria Belgium Denmark ³⁸ France Germany Ireland Luxembourg Netherlands Portugal UK	Greece ³⁹ Spain

Special identification procedure

Yes	No
Belgium Ireland	Austria Germany Luxembourg Netherlands Portugal

Burden of Proof

The position as to burden of proof is unclear in many countries. In some, the account terms provide clearly that the burden of proof is on the EPI issuer. In others, the terms stipulate that the issuer's records are the primary evidence, and it is for the holder to disprove them. However, the holder is not prevented from adducing additional evidence on this point. Because there are no reported court decisions, it is unclear whether those terms which are unfavourable to the holder on this point would be upheld.

It may be worth noting that account terms are particularly unfavourable to the holder in Greece. The surveys did reveal some information about how commonly an issuer argues holder liability in case of loss or theft, although there were few instances of loss, theft or misuse:

³⁷ Except for unsolicited extension of credit limits.

³⁸ Although holders perceive the procedures to be unclear because of the volume of compulsory information, which makes the procedures difficult to find.

³⁹ Inadequate procedures for non-bank EPIs, home banking and Internet banking.

Issuer argues liability	Issuer accepts liability
Germany (in some cases) Portugal (in some cases)	France (one case only) Ireland Luxembourg Spain UK (in 14 case of 15)

Settlement of Disputes

The surveys elicited almost no information on this point, which substantiates the information received from consumer organisations in earlier Work Packages that disputes are rare and are usually resolved amicably.

WORK PACKAGE 5

The statistical analysis gives a threefold picture:

- The global compliance of the legal framework at country level (legislation implemented, draft legislation or codes of conduct);
- The compliance of the contracts and practice, at country and EPI levels, distributed over 5 criteria: transparency of conditions for transactions, obligations and liabilities of the parties to a contract, notification procedure and liability of the issuer after notification, burden of proof, settlement of disputes;
- The factors influencing positively or negatively the degree of compliance.

This analysis is based on about 390 marks of compliance of pairs issuer-EPI for each of the five criteria. The marks vary between 1 and 5 with the following significance:

- 1 - there is no or nearly no compliance;
- 2 - non compliance predominates but there are some non negligible elements of compliance;
- 3 - there is a balance of compliance and non compliance;
- 4 - good compliance ie there is overall compliance but with some non negligible drawbacks;
- 5 - perfect or nearly perfect compliance.

The marks have been attributed by the experts in charge of the country analysis, based on the detailed information collected in the frame of WPs 1 to 4.

The marks should be considered as describing a general tendency (some degree of "subjectivity") as the experts have had to summarise in one single mark all the observations made in the frame of the study.

The main outcomes of the statistical analysis are summarised as follows:

- For most countries there is a consistency between the degree of compliance of the legal/regulatory frame on the one hand, and of the contracts and practice on the other;
- The degrees of compliance of contracts and practice vary more between countries than between EPIs. This is true for each of the five criteria of compliance. This underlines the importance of the country frame;
- Overall, the degree of compliance is the highest for the transparency of conditions for transactions, the lowest for the settlement of disputes. It is moderate for the three other criteria;
- Among the factors related to a higher degree of compliance that were analysed, the most influencing ones are the (country) intensity of use of the EPIs and the existence of a legislation or draft legislation. Three other factors exert also a positive influence, but to a lesser extent. They relate to the profile of the issuers: larger sized credit institutions, issuers from the banking/finance sector, issuers owned by the state or by larger groups.