

Full title	Legislative Decree No. 206 of 6 September 2005 - Consumer Code – in accordance with Article 7 of the Law of 29 July 2003 No. 229 (OJ 235 of 10.08.2005 - Suppl. Ordinary No. 162) Entry into force: 23/10/2005. This is an unofficial and non-binding translation.
Principal amendments	<p>Legislative Decree No. 146 of 2 August 2007, Implementing directive 2005/29/EC concerning unfair business-to-consumer commercial practices in the internal market. http://www.normattiva.it/uri-res/N2Ls?urn:nir:stato:decreto.legislativo:2007-08-02;146!vig=</p> <p>Article 1 replaces Articles 18-27 of the Consumer Code</p> <p>Articles 7, 28 of Decree-Law 1/2012 converted, with modifications, from Law No. 27 of 24 March 2012 on "Urgent provisions for competition, infrastructure development and competitiveness. http://www.normattiva.it/uri-res/N2Ls?urn:nir:stato:decreto.legge:2012-01-24;1!vig=</p> <p>Article 7 (1) inserts 18 (d) bis; article 7 (2) amends Article 19 (1); Article 28 (3) amended Article 21(3-bis); Article 5 inserts Article 37-bis.</p> <p>The legislative decree No. 21 of 21 February 2014, Implementing Directive 2011/83/EC on consumer rights, amending directives 93/13/EEC and 1999/44/EC and repealing directives 85/577/EEC and 97/7/EC http://www.normattiva.it/uri-res/N2Ls?urn:nir:stato:decreto.legislativo:2014-02-21;21!vig=</p> <p>Article 1 replaces articles 45-67 of the Consumer Code. Article 1 (6) amends article 27 Consumer Code</p>
Title of relevant sections	<p>Articles 5, 6-9, 11 (Part II: Education, Information, Business Practices, and Advertising; Title II: Consumer information; Chapter I: General Provisions/ Chapter II: Indications of products)</p> <p>Articles 18-27 Chapters I-III (Part II: Education, Information, Business Practices, and Advertising. Title III: Commercial Practices, advertising, and other marketing communications.)</p>
PART II. Education, Information, Business practices, and Advertising	
TITLE II. Consumer information. CHAPTER I. General provisions	
Article 5 General obligations	<ol style="list-style-type: none"> Without prejudice to the provisions of Article 3, paragraph 1(a), for the purposes of this Title, 'consumer' or 'user' are also intended to mean any natural person to whom the business information is directed. Safety, composition and quality of the products and services form an essential part of the obligations relative to information. Consumer information, from whatever source, must be suitable for the type of communication used and expressed in a clear, comprehensible manner, also taking into account the way in which the contract is concluded or the characteristics of the sector, to ensure the consumer's awareness.
Chapter II. Indications of products	
Article 6 Minimum contents	<ol style="list-style-type: none"> The products or packs of products destined for consumers, marketed in the national territory, shall show, in a clearly visible and legible manner, at least indications relative

information	to the following: <ol style="list-style-type: none"> The legal name or classified name of the product; The name, business name or trade name and the registered office of the producer or that of an importer established in the European Union; The country of origin if located outside the European Union;¹ The presence of any materials or substances that may be harmful to humans, things, or the environment; The materials used and the production methods where these are significant for the quality or characteristics of the product; The instructions, any precautions and intended use, where these are useful for the purposes of use and safety of the product.
Article 7 Methods of indication	<ol style="list-style-type: none"> The indications pursuant to Article 6 shall be shown on the packaging or labels of the products when they are placed on sale to the consumer. Instead of being shown on the product packaging or labels, the indications pursuant to paragraph 1(f) of Article 6 may alternatively be shown on other illustrative documentation, also in digital format, provided together with the products.
Article 8 Scope of application	<ol style="list-style-type: none"> Products subject to specific provisions contained in EC directives or other Community provisions and relative national implementation laws are excluded from the application of this Chapter. For products subject to national provisions relating to consumer information, the rules of the present Chapter shall apply for those aspects not regulated by such national provisions.
Article 9 Indications in Italian	<ol style="list-style-type: none"> All the information intended for consumers and users shall be given in Italian, as a minimum requirement. Where indications pursuant to this Title are provided in more than one language, they shall also be shown in Italian and must be shown in characters that are no less visible and legible than those used for the other languages. Indications using expressions in common use, that are in a language other than Italian, shall be permitted.
Article 11 Prohibitions on marketing	<ol style="list-style-type: none"> The marketing of any product or product packaging that does not show, in a clearly visible and legible form, the indications provided by Articles 6, 7 and 9 of this Chapter, shall be prohibited throughout the national territory.
Articles 13-17	Articles 13-17 of the Consumer Code transpose the Product Price Directive 98/6/EC, separately provided in English under: http://www.g-regs.com/downloads/IT_ConsumerCode_PriceIndication_EN.pdf

PART II. Education, Information, Business Practices, and Advertising

TITLE III. Commercial Practices², advertising, and other marketing communications

Chapter I: Chapter I: General Provisions

¹ Decree Law 30 December 2005, n. 273 (GU 30/12/2005, 303), converted with amendments by Law 23 February 2006, n. 51. Ordered (with the art. 31-bis) the amendment of art. 6, paragraph 1, letter c). Art. 31-bis: 1. The efficacy of the regulation specified in Article 6, paragraph 1(c), of the Consumers' Code as contained in Legislative Decree n° 206, dated 6 September 2005, shall be applicable from 1 January 2007 onwards, with the enactment of the Decree specified at Article 10 of the aforementioned Consumer Code (Art. 10 relates to implementation).

² Inserted by Art. 4 of Legislative Decree, [no 221 of 23 October 2007](#) Corrective and supplementary provisions of Legislative Decree 6 September 2005, n. 206, on the Consumer Code, in accordance with Article 7 of the Law of 29 July 2003 no. 229

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Article 18**Definitions**

1. For the purposes of this Title the following terms shall have the following meanings:
- (a) 'Consumer' means any natural person who, in commercial practices covered by this Title, is acting for purposes which are outside their trade, business, craft or profession;
- (b) 'Trader' means any natural or legal person who, in commercial practices covered by this Title, is acting for purposes relating to their trade, business, craft or profession and anyone acting in the name of or on behalf of a trader;
- (c) 'Product' means any goods or service including immovable property, rights and obligations;
- (d) 'Business-to-consumer commercial practices' (hereinafter also referred to as "commercial practices") means any act, omission, course of conduct or representation, commercial communication including advertising and marketing, by a trader, directly connected with the promotion, sale or supply of a product to consumers;
- (d-bis³) "Micro-enterprises": entities, companies or associations that, regardless of their legal form, engage in an economic activity, even as an individual or family, that employs fewer than ten persons and generates an annual revenue or total annual balance sheet not in excess of two million euros, pursuant to section 2, paragraph 3 of the annex to recommendation n. 2003/361/EC of the Commission, dated 6 May 2003⁴;*
- (e) 'To materially distort the economic behaviour of consumers' means using a commercial practice to appreciably impair the consumer's ability to make an informed decision, thereby causing the consumer to take a transactional decision that they would not have taken otherwise;
- (f) 'Code of conduct' means an agreement or set of rules not imposed by law, regulation or administrative provision of a Member State which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;
- (g) 'Code owner' means any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it;
- (h) 'Professional diligence' means the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader's field of activity;
- (i) 'Invitation to purchase' means a commercial communication which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase;
- (l) 'Undue influence' means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision;
- (m) 'Transactional decision' means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, retain or dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting;
- (n) 'Regulated profession' means a professional activity or a group of professional activities, access to which or the pursuit of which, or one of the modes of pursuing which, is conditional, directly or indirectly, upon possession of specific professional qualifications,

³ Art. 18(d-bis) inserted by Art. 7(1) of Decree-Law No. 1/ 2012

⁴ Sect. 2(3) Annex to Recommendation [2003/361/EC](http://www.normattiva.it/uri-res/N2Ls?urn:nir:stato:decreto.legislativo:2005-09-06;2061vig=): Within the SME category, a microenterprise is defined as an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million

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pursuant to laws, regulations or administrative provisions.

Article 19
Purpose

1. This Title shall apply to unfair business-to-consumer commercial practices before, during and after a commercial transaction in relation to a product *as well as any unfair commercial practices between professionals and micro-enterprises. The protection of micro-enterprises from deceitful advertising and unlawful comparative advertising is explicitly guaranteed by legislative decree n. 145 of 2 August 2007.*⁵
 2. This Title is without prejudice to:
 - a) Contract law and, in particular, to the rules on the formation, validity, or effect of a contract;
 - b) Community or national rules relating to the health and safety aspects of products;
 - c) The rules determining the jurisdiction of the courts;
 - d) Any conditions of establishment or of authorisation regimes, or to the deontological codes of conduct or other specific rules governing regulated professions in order to uphold high standards of integrity on the part of professionals;
 3. In the event of conflict, the provisions of Community directives or other Community legislation, and the national provisions transposing them to govern specific aspects of unfair commercial practices shall prevail over the provisions of this Title and shall apply to these specific aspects.
 4. This Title shall not apply to the certification and indication of the standard of fineness of articles of precious metal.
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CHAPTER II. Unfair Commercial Practices

Article 20
Prohibition of unfair commercial practices

1. Unfair commercial practices shall be prohibited.
 2. A commercial practice shall be unfair if it is contrary to the requirements of professional diligence and materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.
 3. Commercial practices which are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.
 4. In particular, commercial practices shall be unfair which:
 - a) Are misleading within the meaning of Sections 21, 22 and 23 or
 - b) Are aggressive within the meaning of Sections 24, 25 and 26.
 5. Sections 23 and 26 contain the list of those commercial practices which shall in all circumstances be regarded as misleading and aggressive, respectively.
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Sub-Chapter I: Misleading Commercial Practices

Article 21
Misleading actions

1. A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements, and in either case causes or is likely
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⁵ Added by Art. 7(2) of Decree-Law No 1/2012

to cause him to take a transactional decision that he would not have taken otherwise:

- a) The existence or nature of the product;
 - b) The main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, aftersales customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;
 - c) The extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product;
 - d) The price or the manner in which the price is calculated, or the existence of a specific price advantage;
 - e) The need for a service, part, replacement or repair;
 - f) The nature, attributes and rights of the trader or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or intellectual property rights or his awards and distinctions;
 - g) The consumer's rights, including the right to replacement or reimbursement under Section 130 of this Code.
2. A commercial practice shall also be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:
- a) Any marketing of a product, including comparative advertising, which creates confusion with any products, trade marks, trade names or other distinguishing marks of a competitor;
 - b) Non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where the commitment is firm and capable of being verified, and the trader indicates in a commercial practice the binding nature of the code.
3. It is considered to be an unfair commercial practice, in relation to products likely to harm the health and safety of consumers, to fail to state this likelihood such that consumers are induced to neglect to observe the normal standards of prudence and vigilance.

3-bis. It is considered to be an unfair commercial practice when a bank, credit institution or financial agency makes the stipulation of a loan contract conditional on the stipulation of an insurance policy supplied by the same bank, institution or intermediary.⁶ or to open an account with the same bank, institution or intermediary⁷

4. Also considered unfair is a commercial practice that, insofar as it is likely to reach children and adolescents may, even indirectly, threaten their safety.

4-bis. It is considered to be an unfair commercial practice to require costs surcharge for the finalization of an electronic transaction with a supplier of goods or services.⁸

⁶ Added by Art. 36-bis of Decree Law [201/2011](#), which was converted with modifications from Law no. 214 of 22 December 2011 on the "Conversion to law, with modifications, of Decree Law no. 201 of 6 December 2011 on urgent measures for the growth, equity and consolidation of public finances."

⁷ Added by Art. 28, para.3, of Decree-Law 1/2012

⁸ Inserted by Art. 15(5-c) of Decree Law no. [179 of 18 October 2012](#) which was converted with modifications from Law no. 221 of 17 December 2012:

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Article 22 Misleading omissions	<ol style="list-style-type: none"> 1. A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision, thereby causing or being likely to cause the average consumer to take a transactional decision that they would not have taken otherwise. 2. It shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that they would not have taken otherwise. 3. Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted. 4. In the case of an invitation to purchase, the following information shall be regarded as material, within the meaning of paragraph (1), if not already apparent from the context: <ol style="list-style-type: none"> a) The main characteristics of the product, to an extent appropriate to the medium and the product; b) The geographical address and the identity of the trader, such as his trading name and, where applicable, the geographical address and the identity of the trader on whose behalf he is acting; c) The price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable by the consumer; d) The arrangements for payment, delivery, performance and the complaints handling policy, if they depart from the requirements of professional diligence; e) For products and transactions involving a right of withdrawal or cancellation, the existence of such a right. 5. Information requirements established by Community law in relation to commercial communication including advertising or marketing shall be regarded as material within the meaning of paragraph (1).
Article 22-bis Deceptive advertising of prices charged by maritime companies	<ol style="list-style-type: none"> 1. Advertising regarding prices charged by maritime companies operating from Italy either directly or under code-sharing agreements is deemed deceptive when it advertises the cost of the ticket purchased from the maritime company separately from additional charges, port taxes and from any other charges borne by the consumer, the maritime company being obliged to advertise a single price which includes all of these items.⁹
Article 23 Commercial practices which in all circumstances are misleading	<ol style="list-style-type: none"> 1. The following commercial practices are misleading in all circumstances: <ol style="list-style-type: none"> a) Claiming to be a signatory to a code of conduct when the trader is not; b) Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation; c) Claiming that a code of conduct has an endorsement from a public or other body which it does not have; d) Claiming untruthfully that a trader, his commercial practices, or a product in he trades

⁹ As amended by Art. 22(1) of [Law no. 99 of 23 July 2009](#) containing "Provisions for the development and internationalisation of firms, and regarding Energy"

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- has been approved, endorsed or authorised by a public or private body when he/it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation;
- e) Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered (bait advertising);
 - f) Making an invitation to purchase products at a specified price and then:
 - 1. Refusing to show the advertised item to consumers, or
 - 2. Refusing to take orders for it or deliver it within a reasonable time, or
 - 3. Demonstrating a defective sample of it with the intention of promoting a different product (bait and switch);
 - g) Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice;
 - h) Undertaking to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not an official language of the Member State where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction;
 - i) Stating or otherwise creating the impression that a product can legally be sold when it cannot;
 - l) Presenting rights given to consumers in law as a distinctive feature of the trader's offer.
 - m) Without prejudice to the provisions of Legislative Decree No 177 of 31 July 2005, and subsequent amendments, using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial);
 - n) Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or their family if the consumer does not purchase the product;
 - o) Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not;
 - p) Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products;
 - q) Claiming that the trader is about to cease trading or move premises when he is not;
 - r) Claiming that certain products are able to facilitate winning in games of chance;
 - s) Falsely claiming that a product is able to cure illnesses, dysfunctions or malformations;
 - t) Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions;
 - u) Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;
 - v) Describing a product as 'gratis', 'free', 'without charge' or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item;
 - z) Including in marketing material an invoice or similar document seeking payment which gives consumers the impression that they have already ordered the marketed product
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- when they have not;
- aa) Falsely claiming or creating the false impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely passing oneself off as a consumer;
 - bb) Creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold.
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Sub-Chapter II. Aggressive Commercial Practices

<p>Article 24</p> <p>Aggressive commercial practices</p>	<p>1. A commercial practice shall be regarded as aggressive if, in its factual context, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, or undue influence, it significantly impairs or is likely to significantly impair the average consumer's freedom of choice or conduct with regard to the product and thereby causes him or is likely to cause him to take a transactional decision that he would not have taken otherwise.</p>
<p>Article 25</p> <p>Use of harassment, coercion and undue influence</p>	<p>1. In determining whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, account shall be taken of:</p> <ul style="list-style-type: none"> a) Its timing, location, nature or persistence; b) The use of threatening or abusive language or behaviour; c) The exploitation by the trader of any specific misfortune or circumstance of such gravity as to impair the consumer's judgement, of which the trader is aware, to influence the consumer's decision with regard to the product; d) Any onerous or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another trader; e) Any threat to take any action when such action is manifestly vexatious or groundless.
<p>Article 26</p> <p>Commercial practices which in all circumstances are considered aggressive</p>	<p>1. The following commercial practices are in all circumstances considered aggressive:</p> <ul style="list-style-type: none"> a) Creating the impression that the consumer cannot leave the premises until a contract is formed; b) Conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return except in circumstances and to the extent justified, under national law, to enforce a contractual obligation; c) Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified under national law to enforce a contractual obligation, without prejudice to Section 58 and Section 130 of Legislative Decree No 196 of 30 June 2003; d) Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights; e) Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them, without prejudice to the provisions of Legislative Decree No 177 of 31 July 2005 and subsequent amendments; f) Demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer except where otherwise provided by <i>Article 66-sexies, para. 2</i>¹⁰;

¹⁰ Amended by Art. 1(3) of Legislative Decree 21/2014 – please note that there is no Art. 66-sexies, para 2. Original text referred to Art. 54(2)(2)

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- g) Explicitly informing consumers that if they do not buy the product or service, the trader's job or livelihood will be in jeopardy;
 - h) Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either there is no prize or other equivalent benefit, or taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.
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