

Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (Text with EEA relevance)

CHAPTER 4

INFORMATION AND PRACTICES PRELIMINARY TO THE CONCLUSION OF THE CREDIT AGREEMENT

Article 14

Pre-contractual information

1 Member States shall ensure that the creditor and, where applicable, the credit intermediary or appointed representative, provides the consumer with the personalised information needed to compare the credits available on the market, assess their implications and make an informed decision on whether to conclude a credit agreement:

- a without undue delay after the consumer has given the necessary information on his needs, financial situation and preferences in accordance with Article 20; and
- b in good time before the consumer is bound by any credit agreement or offer.

2 The personalised information referred to in paragraph 1, on paper or on another durable medium, shall be provided by means of the ESIS, as set out in Annex II.

3 Member States shall ensure that when an offer binding on the creditor is provided to the consumer, it shall be provided on paper or on another durable medium and accompanied by an ESIS where:

- a no ESIS has been provided to the consumer previously; or
- b the characteristics of the offer are different from the information contained in the ESIS previously provided.

4 Member States may provide for the obligatory provision of the ESIS before the provision of an offer binding on the creditor. Where a Member State so provides, it shall require that the ESIS shall only be required to be provided again where point (b) of paragraph 3 is met.

5 Member States which before 20 March 2014 have implemented an information sheet that meets equivalent information requirements to those set out in Annex II may continue to use it for the purposes of this Article until 21 March 2019.

6 Member States shall specify a time period of at least seven days during which the consumer will have sufficient time to compare offers, assess their implications and make an informed decision.

Member States shall specify that the time period referred to in the first subparagraph shall be either a reflection period before the conclusion of the credit agreement or a period for exercising a right of withdrawal after the conclusion of the credit agreement or a combination of the two.

Where a Member State specifies a reflection period before the conclusion of a credit agreement:

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- a the offer shall be binding on the creditor for the duration of the reflection period; and
- b the consumer may accept the offer at any time during the reflection period.

Member States may provide that consumers cannot accept the offer for a period not exceeding the first 10 days of the reflection period.

Where the borrowing rate or other costs applicable to the offer are determined on the basis of the selling of underlying bonds or other long-term funding instruments, Member States may provide that the borrowing rate or other costs may vary from that stated in the offer in accordance with the value of the underlying bond or other long-term funding instrument.

Where the consumer has a right of withdrawal in accordance with the second subparagraph of this paragraph, Article 6 of Directive 2002/65/EC shall not apply.

7 The creditor and, where applicable, the credit intermediary or appointed representative who has supplied the ESIS to the consumer shall be deemed to have fulfilled the requirements regarding information provision to the consumer prior to the conclusion of a distance contract as laid down in Article 3(1) of Directive 2002/65/EC and shall be deemed to satisfy the requirements of Article 5(1) of that Directive only where they have at least supplied the ESIS prior to the conclusion of the contract.

8 Member States shall not modify the ESIS model other than as provided for in Annex II. Any additional information which the creditor or, where applicable, the credit intermediary or appointed representative, may provide to the consumer or is required to provide to the consumer by national law shall be given in a separate document which may be annexed to the ESIS.

9 The Commission shall be empowered to adopt delegated acts in accordance with Article 40 to amend the standard wording in Part A of Annex II or the instructions in Part B thereof to address the need for information or warnings concerning new products that were not marketed before 20 March 2014. Such delegated acts shall however not change the structure or format of the ESIS.

10 In the case of voice telephony communications, as referred to in Article 3(3) of Directive 2002/65/EC, the description of the main characteristics of the financial service to be provided pursuant to the second indent of point (b) of Article 3(3) of that Directive shall include at least the items referred to in sections 3 to 6 of Part A of Annex II to this Directive.

11 Member States shall ensure that at least where no right of withdrawal exists the creditor or, where applicable, the credit intermediary or appointed representative provides the consumer with a copy of the draft credit agreement, at the time of the provision of an offer binding on the creditor. Where a right of withdrawal exists, Member States shall ensure that the creditor or, where applicable, the credit intermediary or appointed representative offers to provide the consumer with a copy of the draft credit agreement at the time of the provision of an offer binding on the creditor.