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KEY CHARACTERISTICS OF THE DRAFT PROPOSAL FOR THE AMENDMENTS TO THE CONSUMER PROTECTION ACT OF 2025

ABSTRACT

On 22 December 2025, the Ministry of Economy of the Republic of Croatia submitted the Draft Proposal for the Amendments to the Consumer Protection Act to public e-consultation. The objectives of the draft are to enhance the level of consumer protection, provide a more detailed regulatory framework for traders' obligations, and increase the maximum amounts of regulatory fines. In addition to these objectives, the legislative initiative was motivated by the need to transpose into the Croatian legal system certain European Union directives. The paper provides a detailed analysis of the fundamental characteristics and the normative framework of the Draft Proposal, the reasons and objectives of the legislative intervention with particular emphasis on the aforementioned EU directives, as well as the anticipated legal implications for consumers' rights. Special attention is also given to the proposals and the final outcomes of the public e-consultation, which was concluded on 21 January 2026.

Keywords: *Consumer Protection; EU Directives; Consumer Protection Act; Amendments*

1. INTRODUCTION

Consumer protection law in the Republic of Croatia has developed, and continues to develop, under the strong influence of the European Union¹ law, within which consumer protection constitutes one of the most dynamic areas of regulation. Consumer protection policy is of particular importance for the functioning of the EU internal market. Accordingly, consumer protection law represents one of the so-called common policies of the EU, aimed at ensuring a high level of consumer protection in their relations with traders, with particular emphasis on vulnerable groups of consumers. The current objectives of the development of consumer

¹ Hereinafter referred to as: EU.

protection law in the EU include regulating the position of consumers in online marketplaces and promoting sustainable consumption within the framework of the circular economy.^{2,3} The objective of the Draft Proposal for the Amendments to the Consumer Protection Act of 2025⁴, for which the public e-consultation process was concluded on 21 January 2026, is to strengthen the position of consumers through clearer and more detailed regulation of pre-contractual information requirements, the regulation of price display provisions, the prohibition of unsolicited advertising materials, and the increase of regulatory fines for misdemeanours. Furthermore, the Draft Proposal seeks to further integrate Croatian consumer protection law into the EU consumer policy through the transposition of the relevant directives. These include Directive (EU) 2023/2673 of the European Parliament and of the Council of 22 November 2023 amending Directive 2011/83/EU as regards financial services contracts concluded at a distance and repealing Directive 2002/65/EC⁵; Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through enhanced protection against unfair commercial practices and improved information requirements⁶; and Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828⁷. By transposing the aforementioned Directives into the Consumer Protection Act, Croatian consumer protection law will be further aligned with the evolving EU *acquis*, thereby reinforcing legal certainty, enhancing the level of consumer protection, and ensuring the effective functioning of the internal market. In the first part of the paper, the development and current state of consumer protection law in the Republic of Croatia will be analysed, together with the identification of key challenges faced by consumers in the exercise of their rights, as well as areas

² In more detail see: Mišćenić, E., *Sustainability, the Circular Economy and Consumer Law in Croatia*, Journal of European Consumer and Market Law, vol. 9., no. 4/2020, pp. 173–176.

³ Ministry of Economy, National Consumer Protection Programme for the period until 2028, Zagreb, July 2025., <https://mingo.gov.hr/UserDocsImages/slike/Vijesti/2022/Nacionalni%20program%20za%20C5%A1tite%20potro%C5%A1a%C4%8Da%20za%20razdoblje%20do%202028..pdf>, 16 February 2026 (hereinafter referred to as: NCPP).

⁴ Hereinafter referred to as: Draft Proposal.

⁵ Official Journal of the European Union L 2023/2673, 28.11.2023 (hereinafter referred to as: Directive (EU) 2023/2673)

⁶ Official Journal of the European Union L 2024/825, 6.3.2024 (hereinafter referred to as: Directive (EU) 2024/825)

⁷ Official Journal of the European Union L 2024/1799, 10.7.2024. (hereinafter referred to as: Directive (EU) 2024/1799)

requiring further improvement, based on case law. Subsequently, the current state of consumer protection law in the European Union will be presented, with particular emphasis on directives that are implemented into Croatian consumer protection law through amendments to the Consumer Protection Act. After a detailed review of the amendments to the Consumer Protection Act introduced by the Draft Proposal, the proposals and final results of the conducted e-Consultation will be presented, and the implications of the proposed changes for the position of consumers will be discussed, with particular emphasis on whether the identified problems in the enforcement of consumer rights in the Republic of Croatia are addressed by the proposed amendments and whether they strengthen the legislative framework of consumer protection in the areas where this is necessary.

2. PREVIOUS DEVELOPMENT AND THE CURRENT STATE OF CONSUMER PROTECTION LAW IN THE REPUBLIC OF CROATIA

2.1. Development and Primary Sources of Consumer Protection Law in the Republic of Croatia

Consumer Protection Law in the Republic of Croatia⁸, in terms of the existence of a systematic framework for the protection of consumer rights that promotes transparency, regulates contractual terms, ensures consumer information, supports consumer protection associations and organizations, and enhances safety standards and the quality of goods⁹, began to develop more substantially with the initiation of the process of accession to the EU, namely with the signing of the

⁸ For an overview of consumer protection law in the Republic of Croatia see: Baretić, M., *Zaštita potrošača u Republici Hrvatskoj nakon ulaska u Europsku uniju: jesmo li implementacijom europskog prava izgradili sustav zaštite potrošača?*, in: Bourgoignie, T.; Jovanović, T. (eds.), *Strengthening Consumer Protection in Serbia: Liber Amicorum Svetislav Taborši*, Pravni fakultet Univerziteta u Beogradu, Beograd 2013., pp. 65–112.; Salač, J.; Uzelac, J., *Zaštita potrošača u Republici Hrvatskoj u kontekstu harmonizacije s pravnom stečevinom Europske unije*, FIP - Financije i pravo, vol. 2, no. 2/2014, pp. 7–27.; Baretić, M., *Individualna i kolektivna zaštita potrošača u hrvatskom pravu*, in: Tomljenović, V.; Čulinović Herc, E.; Butorac Malnar, V. (eds.), *Republika Hrvatska na putu prema Europskom pravosuđnom području – rješavanje trgovačkih i potrošačkih sporova*, Pravni fakultet Sveučilišta u Rijeci, Rijeka 2009., pp. 241–286.; Mišćenić, E., *Usklađivanje prava zaštite potrošača u Republici Hrvatskoj*, Godišnjak Akademije pravnih znanosti Hrvatske, vol. IV, no. 1/2013., pp. 145–176.

⁹ Babić, M., *Zaštita prava potrošača i izvori trgovačkog prava*, Poslovna izvrsnost, vol. IX, No. 1/2015., p. 75.

Stabilisation and Association Agreement¹⁰ in 2001. Under the said Agreement, the Republic of Croatia undertook to harmonise its existing and future legislation with the *acquis communautaire* of the European Community, with the alignment in the initial phase to focus on the fundamental components of the *acquis*, including consumer protection law.¹¹ The first Croatian Consumer Protection Act¹², by which the *acquis communautaire* in the field of consumer protection law¹³ was transposed into the Croatian national legal system, was adopted in 2003, while the first National Consumer Protection Programme was enacted at the beginning of 2005.¹⁴ However, this does not mean that, prior to the signing of the Stabilisation and Association Agreement, Croatian legislation did not contain provisions which, within both public law and private law frameworks, afforded protection to consumer rights. Thus, already within the framework of the Socialist Federal Republic of Yugoslavia¹⁵, the rules of the General Customs for Trade of Goods¹⁶ and the Fundamental Act on the Trade of Goods¹⁷ provided, in cases of delivery of defective goods, for the buyer's rights to require the removal of defects, replacement of defective goods with conforming goods, and withdrawal from the contract.¹⁸ In addition to the aforementioned rights, the General Customs also provided for the possibility of a reduction of the purchase price, a remedy which, however, was not recognised under the Fundamental Act on the Trade of Goods.¹⁹ Provisions relevant to the position of consumers were also contained in the Civil

¹⁰ Stabilisation and Association Agreement between the European Communities and their Member States, of the one part, and the Republic of Croatia, of the other part, Official Gazette – International Treaties no. 14-132/0 (hereinafter referred to as: Stabilisation and Association Agreement)

¹¹ Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 146.

¹² Consumer Protection Act, Official Gazette No. 96/2003, 46/2007, 79/2007. To date, three additional Consumer Protection Acts have been adopted: in 2007 (Official Gazette, No. 79/2007, 125/2007, 79/2009, 89/2009, 75/2009, 133/2009, 78/2012, 56/2013, 41/2014), in 2014 (Official Gazette, No. 41/2014, 110/2015, 14/2019, 19/2022), and, currently in force, in 2022 (Official Gazette, No. 19/2022, 59/2023; hereinafter referred to as: CPA).

¹³ Babić, M., *op. cit.* in fn. 9, p. 75.

¹⁴ National Consumer Protection Programme for the period 2005. – 2006. of 25 February 2005., https://www.hah.hr/pdf/program_zastite_potrosaca.pdf, 12 February 2026.

¹⁵ Hereinafter referred to as: SFRY.

¹⁶ Official Gazette of the FNRJ No. 15/1954, Official Gazette of the SFRY No. 29/1978, Official Gazette No. 53/1991, 35/2005 (hereinafter referred to as: General Customs).

¹⁷ Official Gazette of the SFRY, No.1/1967 (hereinafter referred to as: Fundamental Act on the Trade of Goods).

¹⁸ See: Josipović, T., *Das Konsumentenschutzgesetz – Beginn der Europäisierung des kroatischen Vertragsrechts*, in: Grundmann, S.; Schauer, M. (eds.), *The Architecture of European Codes and Contract Law*, Kluwer Law International, Vienna 2006., p. 141.

¹⁹ Ledić, D., *Consumer Protection Law – A Separate Branch of the New Croatian Legal System*, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, vol. 13., no. 1/1992., pp. 149–150.

Obligations Act of 1978²⁰, which, in Article 8, regulated obligations toward citizens as consumers and users of services²¹, and in Article 9, established the principle prohibiting harm to consumers and other market participants²². Furthermore, the provisions of the COA/78 concerning the sale with installment payments²³ applied only in transactions involving an "individual buyer"²⁴ and contained rights that coincided with those protected under consumer protection law.²⁵ However, in principle, the COA/78 did not explicitly contain provisions aimed at protecting consumer rights; rather, it safeguarded consumers in the same manner as it has protected any other party in an obligation relationship.²⁶ After the Republic of Croatia has gained independence in 1991, the COA/78 was incorporated into the Croatian legal system through the Act on the Adoption of the Civil Obligations Act²⁷, where it functioned as the primary source of obligations law, including contract law, until the entry into force of the current Civil Obligations Act²⁸ on 1 January 2006.²⁹ Following the signing of the Stabilisation and Association Agreement, at a time when, for the purpose of fulfilling the obligations to harmonise Croatian legislation with the European Community *acquis*³⁰, EU directives on the protection of consumer rights were to be incorporated into the Croatian legal system³¹, the Croatian legislator decided to achieve this by enacting the aforementioned Consumer Protection Act of 2003.³² This approach was intended to preserve the systematic coherence and consistency

²⁰ Civil Obligations Act, Official Gazette of the SFRY No. 29/1978, 39/1985, 46/1985, 57/1989, Official Gazette No. 53/1991, 73/1991, 3/1994, 111/1993, 107/1995, 7/1996, 91/1996, 112/1999, 88/2001, 35/2005 (hereinafter referred to as: COA/78).

²¹ See: COA/78, Art. 8.

²² See: COA/78, Art. 9.

²³ See: COA/78, Art. 542. – 551.

²⁴ COA/78, Art. 542. para. 2.: The rules contained in this section concerning the sale of goods on installment terms shall apply exclusively where the buyer is an individual.

²⁵ Thus, the provision of Art. 544, para. 2 of the COA/78 established the right of an individual buyer to withdraw from the contract within three days of signing the document, a right from which the buyer could not waive. Art. 545 of the COA/78 stipulated that the buyer may at any time pay off the remaining balance in full, while Art. 551 of the COA/78 provided for the nullity of any contractual provisions on installment payments that would be less favorable to the buyer than the applicable provisions of the COA/78, and others.

²⁶ Čikara, E., *Hrvatska – zakonodavne tehnike*, in: Jessel-Holst, C.; Galev, G. (eds.), *EU Consumer Contract Law; Potrošačko ugovorno pravo Evropske unije*, Civil Law Forum for South East Europe Collection of Studies and Analyses, vol. III, Beograd-Zagreb 2010., pp. 592–595.

²⁷ Act on the Adoption of the Civil Obligations Act, Official Gazette No. 53/1991

²⁸ Civil Obligations Act, Official Gazette No. 35/2005, 41/2008, 125/2011, 78/2015, 29/2018, 126/2021, 114/2022, 156/2022, 145/2023, 155/2023 (hereinafter referred to as: COA).

²⁹ See: Salač, J.; Uzelac, J., *op. cit.* in fn. 8, p. 13.

³⁰ See: *supra*, p. 3.

³¹ See: Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 147.

³² See: *supra*, p. 3.

of the COA/78, as the latter was terminologically inconsistent with the EU directives, which primarily pursue the economic objective of establishing and functioning of the single market.³³ However, when it became necessary to implement Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees³⁴ into Croatian legislation, the legislator followed the German model, essentially implementing it through the enactment of, and subsequent amendments to, the COA³⁵, while only partially incorporating it into the 2003 Consumer Protection Act.³⁶ The objectives of Directive 1999/44/EC of the European Parliament and of the Council were reflected in Articles 400–429 of the COA, which addressed liability for material defects, and in Articles 430–437, which governed liability for legal defects.³⁷ In the same manner, the Council Directive of 25 July 1985 on the approximation of the laws and regulations of the Member States concerning liability for defective products³⁸ was also transposed into the 2005 COA.³⁹ As a result, the COA became the second most important legal act in the Republic of Croatia regarding the protection of consumer rights, with the CPA serving as the *lex specialis* and the COA as the *lex generalis*, as explicitly stipulated in Article 3 of the CPA.⁴⁰ In the same manner, the Directive (EU) 2019/771 of the European Parliament and of the Council on certain aspects of contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC⁴¹, was essentially

³³ Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 147.

³⁴ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, Official Journal of the European Communities, L 171, 07 July 1999 (hereinafter referred to as: Directive 1999/44/EC)

³⁵ See: Act on Amendments to the Civil Obligations Act, Official Gazette No. 78/2015, Art. 1a

³⁶ Jokanović, I.; Dudás, A., *Lack of Conformity and Seller's Liability in Croatian, Slovenian and Serbian Law*, Zbornik Pravnog fakulteta u Zagrebu, vol. 75, no. 4/2025, p. 553.

³⁷ See in detail in: Kanceljak, I., *Reform of Consumer Sales Law of Goods and Associated Guarantees – Possible Impact on Croatian Private Law*, EU and Comparative Law Issues and Challenges Series (ECLIC), vol. 2/2018: EU Law in Context – Adjustment to Membership and Challenges of the Enlargement, University Josip Juraj Strossmayer of Osijek, Faculty of Law Osijek, pp. 586–610.

³⁸ Council Directive of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products (85/374/EEC), Official Journal of the European Communities, L 210, 7 August 1985

³⁹ See: Act on Amendments to the Obligations Act, Official Gazette No. 78/2015, Art. 1a

⁴⁰ CPA, Art. 3. para. 2.: Unless otherwise provided by the special laws referred to in paragraph 1 of this Article or by this Act, the provisions governing obligations shall apply to contractual relationships between consumers and traders.

⁴¹ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC, Official

transposed through amendments to the provisions on liability for material defects and guarantees in the COA.⁴² This legislative adaptation provided an even higher level of consumer protection, since Directive (EU) 2019/771, unlike its predecessor Directive 1999/44/EC, is a directive of maximum harmonisation, aimed at removing barriers to cross-border trade by enhancing consumer rights through additional regulation of product conformity, consumer rights in cases of non-conformity, and the means to enforce those rights.⁴³ On the other hand, the Consumer Protection Acts incorporated Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts⁴⁴, Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of prices of products offered to consumers⁴⁵, Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council, and repealing Council Directives 85/577/EEC and 97/7/EC of the European Parliament and of the Council, Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 on unfair business-to-consumer commercial practices⁴⁶, Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 on distance marketing of consumer financial services, amending Council Directive 90/619/EEC, and Directives 97/7/EC and 98/27/EC⁴⁷, among others.⁴⁸ From all of the above, it is clear that consumer protection law in the Republic of Croatia is not organised in a unified and systematic manner, but is rather characterised by a fragmented regulatory framework.⁴⁹ In addition to the aforementioned Consumer

Journal of the European Union, L 136, 22 May 2019 (hereinafter referred to as: Directive (EU) 2019/771)

⁴² See: Act on Amendments to the Civil Obligations Act, Official Gazette No. 126/2021

⁴³ See: Kanceljak, I., *Reform of Consumer Sales Law...*, *op. cit.* in fn. 37, pp. 594, 606 *et seq.*

⁴⁴ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, Official Journal of the European Communities, L 95, 21 April 1993

⁴⁵ Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers, Official Journal of the European Communities, L 80, 18 March 1998

⁴⁶ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive'), Official Journal of the European Union, L 149, 11 June 2005

⁴⁷ Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC, Official Journal of the European Communities, L 271, 09 October 2002

⁴⁸ See: CPA. Art. 2.

⁴⁹ Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 149.

Protection CPA and the COA, which constitute the foundational pillars of consumer protection law in Croatia, other significant legal sources include the Act on Certain Aspects of Contracts for the Supply of Digital Content and Digital Services⁵⁰, the Act on Unfair Advertising⁵¹, the Act on Representative Actions for the Protection of Collective Interests and Consumer Rights⁵², the Act on Alternative Dispute Resolution in Consumer Matters⁵³, among others. The perception of fragmentation in this area of law is further reinforced by the frequent amendments to the relevant legislation, particularly the CPA⁵⁴, which are driven by the need to continuously align Croatian consumer law with the EU *acquis* in this field—one of the most dynamic areas of Community law.⁵⁵

2.2. Current State and Challenges of Consumer Protection Law in the Republic of Croatia - Legislative Framework and Case Law Review

2.2.1. On the Current CPA as *lex specialis* of the Consumer Protection Law in the Republic of Croatia

The currently applicable CPA, serving as the primary legal source and *lex specialis* in the field of consumer protection law in the Republic of Croatia, was enacted in 2022.⁵⁶ Through this Act, Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019, amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC, and 2011/83/EU of the European Parliament and of the Council to improve the enforcement and modernisation of Union consumer protection rules⁵⁷—commonly referred to as the „Omnibus Directive“—was implemented into Croatian legislation. The Directive aims to modernise and enhance rules on consumer protection and information in line with market

⁵⁰ Official Gazette No. 110/2021

⁵¹ Official Gazette No. 43/2009

⁵² Official Gazette No. 59/2023

⁵³ Official Gazette No. 121/2016, 32/2019

⁵⁴ It should be recalled that since the signing of the Stabilisation and Association Agreement, which marked the beginning of a period of intensive development of consumer protection law in the Republic of Croatia, no fewer than four separate Consumer Protection Acts have been enacted, each of which has been amended and supplemented a significant number of times. See *supra*, note 12.

⁵⁵ See: Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, pp. 148–149.

⁵⁶ See *supra*, note 12. The CPA entered into force on 28 May 2022.

⁵⁷ Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules, Official Journal of the European Union, L 328, 18 December 2019

developments, with particular focus on regulating the relationship between sellers and buyers in the context of online commerce. Compared to the previous legislation, the CPA, in the context of seasonal sales, promotional campaigns, clearance sales, and sales of defective goods, introduced the obligation for traders to display the lowest price of a product over the preceding 30 days⁵⁸, as well as to inform the consumer if the retail price of a product is determined on a personalised basis through an automated decision-making system.⁵⁹ Additional transparency requirements were also introduced for online marketplaces, for example regarding whether the party offering products on the platform is a trader⁶⁰.⁶¹ In July 2025, a new National Consumer Protection Programme for the period until 2028⁶² was adopted, setting as its general objective the empowerment of consumers to become active and resilient participants in the dynamic global market, contribute to Croatia's sustainable circular economy, and effectively utilise national mechanisms for the protection of their rights, including provisions adapted for the most vulnerable social groups.⁶³ Among the specific objectives and measures, the first is the continuous development of legislation in the field of consumer protection, with the initial measure being precisely the adoption of amendments to the CPA and other related regulations. Through these amendments, the relevant EU directives in the area of consumer protection law are also planned to be transposed into Croatian legislation.⁶⁴

2.2.2. Consumer Protection in the Republic of Croatia: Case Law and Identified Challenges

The effectiveness of the implementation of EU consumer protection policy in the Republic of Croatia, as well as its overall development, does not depend solely on the successful transposition of EU legislation into national law, but also on the

⁵⁸ CPA, Art. 19. para. 4.

⁵⁹ CPA, Art. 90. para. 1. point 6.

⁶⁰ CPA, Art. 36. para. 4. point 6.

⁶¹ See: Dabović Anastasovska, J., *Implementacija novina potrošačkog prava Europske unije u potrošačke zakone zemalja regije*, Zbornik radova građanskog i trgovačkog zakonodavstva i pravne prakse, no. 20., Mostar 2023., pp. 24–25.

⁶² NCPP.

⁶³ See: *Ibid.*, p. 11.

⁶⁴ See: *Ibid.*, pp. 11–13. Among other specific objectives set out in the NCPP are the improvement of mechanisms for out-of-court resolution of consumer disputes, strengthening market surveillance mechanisms for the protection of consumers, informing and raising awareness of consumer rights, creating conditions for sustainable and circular consumption, mitigating the social effects of inflation, enhancing the general safety system for non-food products and consumer information on food, improving consumer protection in the digital environment and the development of digital tools for consumers, as well as international cooperation in consumer protection. See *Ibid.*, pp. 14 *et seq.*

establishment of an adequate administrative structure, the development of institutional capacities and enforcement mechanisms, the level of cooperation and capacities of consumer protection associations, and effective oversight of policy implementation, including both out-of-court and judicial mechanisms for resolving consumer disputes.⁶⁵ Within the framework of procedural consumer protection in the Republic of Croatia, in addition to the possibility of protection through proceedings initiated by individual actions in accordance with the provisions of the Civil Procedure Act⁶⁶, the CPA in Part IV, Chapter I, regulates alternative consumer dispute resolution, while Chapter II governs the protection of the collective interests and rights of consumers.⁶⁷ Alternative dispute resolution (ADR) in consumer matters refers to the out-of-court settlement of disputes between traders and consumers⁶⁸, whereas the mechanism of collective legal protection is aimed at seeking the cessation of conduct by the defendant that is contrary to consumer protection regulations, the adoption of measures to eliminate harmful consequences, and the prohibition of such and similar conduct in the

⁶⁵ See: *Ibid.*, p. 10. See: *Ibid.*, p. 10.

⁶⁶ Official Gazette of the SFRY No. 4/1977, 36/1977, 36/1980, 6/1980, 69/1982, 43/1982, 58/1984, 74/1987, 57/1989, 20/1990, 27/1990, 35/1991, Official Gazette of the Republic of Croatia No. 53/1991, 91/1992, 112/1999, 129/2000, 88/2001, 117/2003, 88/2005, 2/2007, 96/2008, 84/2008, 123/2008, 57/2011, 25/2013, 89/2014, 70/2019, 80/2022, 114/2022, 155/2023, 146/2025

⁶⁷ See: CPA, Part IV, Chapters I. and II.

⁶⁸ On alternative dispute resolution in consumer matters, see in detail in: Tepeš, N., *Izvensudsko rješavanje potrošačkih sporova u Hrvatskoj*, in: Tomljenović, V.; Čulinović Herc, E.; Butorac Malnar, V., *Republika Hrvatska na putu prema Europskom pravosuđnom području: Rješavanje trgovačkih i potrošačkih sporova*, Pravni fakultet Sveučilišta u Rijeci, Rijeka, 2009., p. 171. – 200., Poretti, P., P., *Sudska zaštita prava potrošača – (naj)bolji put?*, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, vol. 39., no. 1/2018, pp. 537. – 549., Petrašević, T.; Poretti, P., *Consumer Protection in Croatia with a Special Emphasis on Distance and off-Premises Contracts*, Journal for Legal Theory and Practice, Vol. 3., No. 1., 2016., pp. 31. – 41., Proso, M.; Milan Ostojić, F., *Zaštita (kolektivnih) interesa i prava potrošača i alternativno rješavanje potrošačkih sporova*, Zbornik radova IX. međunarodnog savjetovanja „Aktualnosti građanskog procesnog prava – nacionalna i usporedna pravnoteorijska i praktična dostignuća“, Split, 2023., pp. 173. – 196. For a detailed comparison of the consumer protection system see: Tepeš, N., *Izvensudsko rješavanje potrošačkih sporova u Hrvatskoj*, in: Tomljenović, V.; Čulinović Herc, E.; Butorac Malnar, V. (eds.), *Republika Hrvatska na putu prema Europskom pravosuđnom području: Rješavanje trgovačkih i potrošačkih sporova*, Pravni fakultet Sveučilišta u Rijeci, Rijeka 2009., pp. 171–200.; Poretti, P., *Sudska zaštita prava potrošača – (naj)bolji put?*, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, vol. 39., no. 1/2018, pp. 537–549.; Petrašević, T.; Poretti, P., *Consumer Protection in Croatia with a Special Emphasis on Distance and off-Premises Contracts*, Journal for Legal Theory and Practice, Vol. 3., No. 1/2016., pp. 31–41.; Proso, M.; Milan Ostojić, F., *Zaštita (kolektivnih) interesa i prava potrošača i alternativno rješavanje potrošačkih sporova*, Zbornik radova IX. međunarodnog savjetovanja „Aktualnosti građanskog procesnog prava – nacionalna i usporedna pravnoteorijska i praktična dostignuća“, Split 2023., pp. 173–196.

future⁶⁹. In the development of the collective redress mechanism in the Republic of Croatia, the case law of the Supreme Court of the Republic of Croatia in the "Franak" case has had a particularly significant influence, as it was the first collective consumer protection case in Croatia following the introduction of this mechanism in 2003.⁷⁰ Despite the existence of these procedural mechanisms, consumer protection in the Republic of Croatia is, in practice, not at a satisfactory level. There is a lack of case law in the application of the provisions of the Consumer Protection Act (CPA)⁷¹, and scholarly literature identifies as one of the reasons the fact that courts often protect consumers in the same manner as any other party, thereby disregarding the specific provisions on consumer protection.⁷² In addition, the limited case law on the application of the CPA can also be attributed to a general reluctance of consumers to seek judicial protection of their rights.⁷³ Among the available case law, particular mention should be made of that

⁶⁹ A consumer may seek compensation for damages only in subsequently initiated individual court proceedings, relying on a decision rendered in collective consumer protection proceedings. On collective legal protection see in detail in: Poretti, P., *op.cit.*, note 68., pp. 549. - 553., Maganić, A., *Predstavničke tužbe za zaštitu kolektivnih interesa i prava potrošača u Republici Hrvatskoj*, Zbornik radova „Aktualnosti građanskog i trgovačkog zakonodavstva i pravne prakse“, no. 20., Mostar, 2023., pp. 146. – 161. See: Poretti, P., *op. cit.* in fn. 68, pp. 549–553.; Maganić, A., *Predstavničke tužbe za zaštitu kolektivnih interesa i prava potrošača u Republici Hrvatskoj*, Zbornik radova „Aktualnosti građanskog i trgovačkog zakonodavstva i pravne prakse“, no. 20., Mostar 2023., pp. 146–161.

⁷⁰ See: Mišćenić, E., *Croatian Case "Franak": Effective or "Defective" Protection of Consumer Rights?*, *Harmonius: Journal of Legal and Social Studies in South East Europe*, 2016., pp. 184. – 209. and the decision of the Supreme Court of the Republic of Croatia, case no. Revt-575/2016-5 of 3 October 2017. See: Mišćenić, E., *Croatian Case „Franak“: Effective or „Defective“ Protection of Consumer Rights?*, *Harmonius: Journal of Legal and Social Studies in South East Europe*, 2016., pp. 184–209.

⁷¹ According to data available on the www.iusinfo.hr portal, the largest number of available decisions of the Supreme Court of the Republic of Croatia, which predominantly relate to judgments in individual cases initiated on the basis of the "Franak" case, amounts to a total of 221. There are 55 decisions of the High Misdemeanour Court of the Republic of Croatia, 36 decisions of the High Commercial Court, 32 decisions of the Constitutional Court of the Republic of Croatia, and only 23 decisions of county courts. See: <https://www.iusinfo.hr/zakonodavstvo/ZA2022B19A203>, Accessed 25 March 2026.

⁷² See: Mišćenić, E., *Usklađivanje prava zaštite potrošača u Republici Hrvatskoj*, *op.cit.*, note 8., p. 167. See: Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 167.

⁷³ At the EU level, according to the 2025 Consumer Conditions Scoreboard, in 2024, in the event of a problem, 73% of consumers took some form of action, while 27% did not attempt to resolve the issue at all. Among those who took action, 85% addressed the problem directly to the trader, while only 5% sought judicial protection. The situation regarding alternative dispute resolution (ADR) is not significantly better, as only 9% of consumers resorted to it. See: 2025 Consumer Conditions Scoreboard, https://commission.europa.eu/document/download/2816337b-4fd1-4db2-a71c-d14a206a5a93_en?filename=consumer_conditions_scoreboard_2025_final.pdf, Accessed 25 March 2026.

of the Supreme Court of the Republic of Croatia in proceedings based on the "Franak" case, concerning unfair terms in consumer contracts, the case law of the Constitutional Court of the Republic of Croatia relating to the conclusion of distance consumer contracts⁷⁴ and decisions concerning the obligation to make product information available and to display product declarations.⁷⁵

Particular attention should be given, in terms of volume, to decisions rendered in misdemeanour proceedings concerning violations of the provisions of the CPA, as these potentially point to certain deficiencies in the legal framework in ensuring the effective enforcement of the Act. A large number of decisions have thus been rendered in misdemeanour proceedings concerning the use of prohibited (unfair, misleading, or aggressive) commercial practices⁷⁶, while in the majority of cases the regulatory fines were set at the lower end of the statutory range⁷⁷, with the possibility of mitigating the penalty being applied in a considerable number of cases as well.⁷⁸ The large number of such cases in case law, together with the fact that defendants are often legal persons—frequently large retail chains that in some instances appear as defendants in multiple proceedings due to repeated infringements⁷⁹—and taking into account the sanctions imposed, leads to the

⁷⁴ See the decisions of the Constitutional Court of the Republic of Croatia case no. Usl-4002/13-11 of 3 June 2015., Usl-3562/13-10 of 27 August 2015., Usl-1106/14-9 of 27 April 2016. and Usl-4304/13-8 of 9 September 2015.

⁷⁵ See the holding of the High Misdemeanour Court of the Republic of Croatia in case No. Gž-6360/10 of 24 April 2013, as well as that court's decisions Nos. Gž-5044/11 of 16 April 2014 and Gž-5713/2011 of 24 October 2014.

⁷⁶ See the decisions of the High Misdemeanour Court of the Republic of Croatia no. Ppž-7929/2024-2 of 20 February 2025, Ppž-2213/2025-2 of 26 November 2025, Gž-1263/2019-2 of 29 September 2021, Gž-129/2019 of 2 November 2021, Gž-50/2019 of 6 March 2019, Gž-1064/2018 of 10 April 2019, Ppž-6262/2025-2 of 15 July 2025, Ppž-13024/2022-2 of 15 July 2025, and the decision of the Municipal Court in Novi Zagreb no. Pp-81/2023-24 of 22 March 2024.

⁷⁷ Under Article 138 of the Consumer Protection Act of 2014, fines for misdemeanours arising from breaches of the provisions of that Act were set in the range of HRK 10,000.00 to 100,000.00 for legal persons, and HRK 10,000.00 to 15,000.00 for responsible persons. Under Article 149 of the currently applicable CPA, fines are prescribed in the amount ranging from HRK 10,000.00 to 200,000.00 for legal persons, and HRK 10,000.00 to 15,000.00 for responsible persons.

⁷⁸ Thus, for example, in the decision of the High Misdemeanour Court No. Gž-129/2019 of 2 November 2021, a fine of HRK 5,000.00 was imposed on the legal person and HRK 3,000.00 on the responsible person; in the judgment of the same court No. Ppž-7929/2024-2 of 20 February 2025, fines in the amount of EUR 1,327.00 were imposed on both the legal and the responsible person; and in the judgment of the same court No. Ppž-2213/2025-2 of 26 November 2025, a fine of EUR 3,000.00 was imposed on the legal person and EUR 1,500.00 on the responsible person, etc.

⁷⁹ As is the case in the decisions of the High Misdemeanour Court of the Republic of Croatia No. Ppž-2213/2025-2 of 26 November 2025, No. Ppž-7929/2024-3 of 20 February 2025,

conclusion that the prescribed and imposed penalties for violations of the CPA do not have a sufficient deterrent effect to discourage potential offenders from non-compliance with its provisions. It is therefore argued that, *de lege ferenda*, the introduction of more robust enforcement mechanisms against traders in cases of consumer law infringements is necessary. Given that the Draft Proposal foresees amendments to the existing framework of misdemeanour penalties for violations of the CPA, the analysis of these amendments will seek to assess whether they adequately address the identified issues of insufficient deterrence and enforcement effectiveness highlighted in case law.

3. REASONS AND OBJECTIVES OF LEGISLATIVE INTERVENTION – EU DIRECTIVES

3.1. On the Development of Consumer Protection Law in the EU

Consumer protection law within the EU developed, on the one hand, as an integral part of measures aimed at improving the functioning of the internal market and harmonising legislation, and on the other hand, as a response to the recognised need to protect consumer rights as a socio-political objective.⁸⁰ The origins of this area within the EU date back to the 1970s, when the Council of the European Economic Communities adopted a Preliminary Programme for Consumer Protection and Information Policy⁸¹ in 1975. This Programme established the fundamental consumer rights: the right to protection of health and safety, the right to protection of economic interests, the right to redress, the right to information and education, and the right to representation (the right to be heard).⁸² The most significant development in consumer protection was the entry into force of the Treaty on European Union⁸³ in 1993. For the first time, consumer protection was recognised as an independent policy of the European Community, with a dedicated

and No. Ppž-13024/2022-2 of 15 July 2025, in which proceedings were conducted against the defendant Plodine d.d. concerning various forms of prohibited commercial practices.

⁸⁰ Poretti, P., *op. cit.* in fn. 68, p. 536.

⁸¹ Council Resolution of 14 April 1975 on a preliminary programme of the European Economic Community for a consumer protection and information policy, Official Journal of the European Communities, C 92, 25 April 1975

⁸² See: Sukačić, M., *European Consumer in Sales Contract – the Ancient Approach, De Lege Lata & De Lege Ferenda*, EU and Comparative Law Issues and Challenges Series (ECLIC), no. 8., 2024., p. 874.

⁸³ Treaty on European Union, Official Journal of the European Communities, C 191, 29 July 1992 (known as and hereinafter regarded to as: Maastricht Treaty)

chapter entitled "Consumer Protection"⁸⁴ assigned to this area.⁸⁵ The adoption of the Maastricht Treaty marked the shift from non-binding, *soft law* in consumer protection to the conferral of legislative powers on the Community in this field. Consequently, the Community's competences in consumer protection were expanded, although they remained limited by the principle of subsidiarity, granting the Community the authority to act only where the objectives could not be sufficiently achieved by the Member States themselves.⁸⁶ Building on the aforementioned developments, the field of consumer protection within the EU is characterised by rapid evolution and growing significance. The Consumer Protection Strategy for the period 2002–2006 introduced the principle of maximum harmonisation, which does not permit any deviation from the provisions of directives during their implementation.⁸⁷ Equally important for the alignment of legal regulations in the field of consumer protection is the principle of so-called targeted full harmonisation, whereby national legislators are not allowed to retain existing or adopt new legal provisions that diverge from the directives, except where the directives themselves explicitly allow such deviations.⁸⁸ Furthermore, a high level of consumer protection has been established as an integral part of EU policy by the Charter of Fundamental Rights of the European Union^{89,90}. Since the entry into force of the Lisbon Treaty⁹¹ in 2007, the rights, freedoms, and principles enshrined in the Charter have acquired the same legal force as the provisions of the Founding Treaties⁹², thereby unequivocally recognising consumer protection as one of the fundamental and most important objectives of the EU. Today, the legal foundation of consumer protection in the EU consists, in addition to Article 38 of the Charter of Fundamental Rights, of the relevant provisions of the Treaty

⁸⁴ Maastricht Treaty, Art. 129a

⁸⁵ Pošćić, A., *Europsko pravo tržišnog natjecanja i interesi potrošača*, Narodne novine, Zagreb 2014., pp. 13–14.

⁸⁶ Weatherhill, S., *EU Consumer Law and Policy*, Edward Elgar Publishing Ltd, Cheltenham; Northampton 2005., p. 19.

⁸⁷ On the principle of maximum harmonisation, see: Mišćenić, E., *Europsko privatno pravo, opći dio*, Školska knjiga, Zagreb 2019., pp. 98–100.

⁸⁸ See: Mišćenić, E., *Usklađivanje prava zaštite potrošača...*, *op. cit.* in fn. 8, p. 152.

⁸⁹ Charter of Fundamental Rights of the European Union, Official Journal of the European Communities C 364/1, 18.12.2000 (hereinafter referred to as: Charter of Fundamental Rights of the European Union)

⁹⁰ Charter of Fundamental Rights of the European Union, Art. 38.: Union policies shall ensure a high level of consumer protection.

⁹¹ Treaty of Lisbon amending the Treaty on European Union and the Treaty establishing the European Community, signed at Lisbon, 13 December 2007, Official Journal of the European Union, C 306, 17 December 2007 (hereinafter referred to as: Treaty of Lisbon)

⁹² Treaty of Lisbon, Art. 6.

on the Functioning of the European Union⁹³, which define the competences, objectives, and procedures of the Union in this field.

3.2. Current State of EU Consumer Protection Legislation and Key Characteristics of the Directives Relevant to Amendments to the Consumer Protection Act

In its 2025 Work Programme, the European Commission presented the Consumer Agenda for the period 2025–2030⁹⁴, which was adopted on 19 November 2025. The adoption of the new Consumer Protection Strategy followed five years after the adoption of "The New Consumer Agenda" in 2020, which had defined long-term objectives in the field of consumer protection, including the green transition, digital transformation, redress and enforcement of consumer rights, the specific needs of certain consumer groups, and international cooperation.⁹⁵ The new Consumer Agenda 2030 highlights that consumers within the EU enjoy one of the strongest levels of protection in the world, yet they continue to face numerous challenges, such as high living costs and socio-economic insecurity, climate change, exposure to unsafe products and unfair commercial practices (particularly online), barriers to cross-border shopping, and difficulties in obtaining redress.⁹⁶ It defines four priority areas for development: an action plan for consumers in the Single Market, digital fairness and online consumer protection, sustainable consumption, and enforcement and redress.⁹⁷

⁹³ Consolidated version of the Treaty on the Functioning of the European Union, Official EN Journal of the European Union C 326/47, 26.10.2012., Art. 4 (2), Art. 12., Art. 114 (3) and Art. 169.

⁹⁴ European Commission, Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions: 2030 Consumer Agenda and action plan for consumers in the single market 'A new impulse for consumer protection, competitiveness and sustainable growth', Brussels, 19.11.2025., https://commission.europa.eu/strategy-and-policy/policies/consumers/consumer-protection-policy/2030-consumer-agenda_en, 18 February 2026. (hereinafter referred to as: Consumer Agenda 2030)

⁹⁵ See: Legislative Train 12.2025: 3. Supporting People, Strengthening Our Societies and Our Social Model, <https://www.europarl.europa.eu/legislative-train/carriage/e-declaration-portal-for-posting-workers-in-the-eu/report?sid=9801>, 18 February 2026.

⁹⁶ See: Consumer Agenda 2030, p. 1.

⁹⁷ For a detailed discussion of the aforementioned areas and the planned measures for their development, see *Ibid.*, pp. 2 *et seq.*

3.2.1. Directive (EU) 2023/2673

The Consumer Agenda 2030 has identified cross-border provision of financial services as one of the areas where consumers face obstacles. Although the share of consumers purchasing financial services abroad has increased, in certain categories this number remains very limited, particularly in relation to consumer credit, mortgage loans, and insurance. Accordingly, cooperation between the European Commission and Member States is envisaged to ensure effective implementation and enforcement of existing financial services directives.⁹⁸ One such directive is Directive (EU) 2023/2673. This directive represents a significant update to the EU legislation on distance contracts for financial services. Adopted in the context of accelerated digitalisation of the financial sector and the emergence of new financial services, its aim is to provide enhanced consumer protection while maintaining an environment conducive to innovation. The primary motivation is to adapt to digital realities, characterised by the exponential growth of online contracts and the emergence of innovative financial products, such as those linked to crowdfunding and cryptocurrencies. The aim of the Directive (EU) 2023/2673 is to balance technological innovation with the need to protect consumers from manipulative practices.⁹⁹

3.2.2. Directive (EU) 2024/825

Directive (EU) 2024/825, also known as the "Directive on Empowering Consumers," aims to further protect consumer rights within the EU by supplementing the existing EU list of prohibited commercial practices. It is based on the premise that, in order for consumers to contribute effectively to the green transition toward a circular economy, they must not be misled by unfair commercial practices that prevent them from making sustainable acquisitions. Under Directive (EU) 2024/825, new rules have been introduced to prevent the negative impact of unfair commercial practices, such as premature and planned obsolescence of products, greenwashing, and misleading claims regarding social, environmental, or circular features of products, including aspects such as longevity, reparability, or reusability.¹⁰⁰ The Directive amends Directive

⁹⁸ See: *Ibid.*, p. 4.

⁹⁹ See: Sandu, F., *Innovation vs. Protection: How to Balance Directive (EU) No. 2023/2673 Online Financial Services Market?*, Pandectele Romane, no. 1/2025, p. 115.

¹⁰⁰ Proso, M., *Planned Obsolescence of Products as a Form of Unfair Commercial Practice and the Right to Repair – New Means of Protecting Consumer Rights in the European Union*, SEE Law Journal, no. 13/2024, p. 33.

2005/29/EC¹⁰¹ concerning rules on early obsolescence practices, including planned obsolescence, which is defined as a business policy involving the deliberate planning or design of a product with a limited lifespan so that it becomes prematurely obsolete or non-functional after a certain period or after a predetermined level of use.¹⁰² Additionally, Directive (EU) 2024/825 introduces amendments to Directive 2011/83/EU of the European Parliament and of the Council on consumer rights¹⁰³, primarily imposing obligations on traders to provide clear, relevant, and reliable information regarding the existence of commercial guarantees, the reparability of goods, statutory conformity, warranties, and other related consumer rights.¹⁰⁴

3.2.3. Directive (EU) 2024/1799

Directive (EU) 2024/1799, also known as the "Right to Repair Directive," was adopted on 13 June 2024. It introduces rules aimed at enhancing the reparability of goods and amends Regulation (EU) 2017/2394¹⁰⁵, Directive (EU) 2019/771, and Directive (EU) 2020/1828¹⁰⁶. The new provisions of this Directive are designed to reduce waste by enabling longer use of various products through regulation of the right to repair, both during and after the warranty period.¹⁰⁷

¹⁰¹ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive'), Official Journal of the European Union, L 149, 11 June 2005 (hereinafter referred to as: Directive 2005/29/EC)

¹⁰² Directive (EU) 2024/825, Recital 16, in comparison with Directive 2005/29/EC, Chapter 2.

¹⁰³ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council Text with EEA relevance, Official Journal of the European Union, L 304, 22 November 2011 (hereinafter referred to as: Directive 2011/83/EU)

¹⁰⁴ See: Directive (EU) 2024/825, Art. 2.

¹⁰⁵ Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No 2006/2004, Official Journal of the European Union, L 345, 27 December 2017

¹⁰⁶ Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020 on representative actions for the protection of the collective interests of consumers and repealing Directive 2009/22/EC, Official Journal of the European Union, L 409, 4 December 2020

¹⁰⁷ Proso, M., *op. cit.* in fn. 100, p. 33.

Repairing products is generally more effective than recycling and can serve as an important means to reduce waste and extend the lifespan of goods, which is widely recognised as one of the objectives of the circular economy.¹⁰⁸ However, consumers do not always choose to repair a defective product rather than replace it, for a variety of reasons. These include the cost of repair relative to the cost of replacement, associated repair expenses such as travel costs and waiting time, so-called product obsolescence due to the arrival of new models on the market, and the consumer's perception of repair quality.¹⁰⁹ In the past, it was common for consumers to perform simple repairs themselves or to hire independent repairers for more complex faults. This practice has largely disappeared today because modern technical goods operate with embedded electronics, which require specialised knowledge for repair. Additionally, electronic products evolve much faster than other types of goods, becoming obsolete in a shorter period, while new and improved models enter the market. Electronic components in such products also fail more quickly than other parts, necessitating more frequent repairs.¹¹⁰ Moreover, manufacturers of technical goods further limit consumers' ability to repair products by incorporating software over which they hold intellectual property rights. Legally, this means that repairs on such software can only be performed by the manufacturer or an authorised service provider, not by independent repairers.¹¹¹ There are also beliefs that the shorter lifespan of electronic products is not accidental, but the result of deliberate actions by manufacturers, who incorporate components with planned obsolescence.¹¹² Directive (EU) 2024/1799 promotes sustainable consumption and environmental protection by encouraging longer product lifespans, including reuse, repair, and refurbishment. At the same time, the benefit to consumers lies in reducing consumption through a decreased need to purchase new products.¹¹³ This Directive is one of maximum harmonisation, as Article 3 stipulates that Member States may neither retain nor introduce provisions in their national law that deviate from the Directive's requirements.¹¹⁴

¹⁰⁸ See: Terryn, E., *A Right to Repair? Towards Sustainable Remedies in Consumer Law*, European Review of Private Law, vol. 27, no. 4/2019, p. 853.

¹⁰⁹ See in detail in: McCollough, J., *Consumer Discount Rates and the Decision to Repair or Replace a Durable Product: A Sustainable Consumption Issue*, Journal of Economic Issues, vol. 44., no. 1/2010., pp. 183–204.

¹¹⁰ Jovičić, K., *The EU Right-to-Repair Directive: Why Do We Need Legal Protection of This Right via Imperative Legal Norms?*, Review of European Law, vol. 26., no. 1/2024, p. 105.

¹¹¹ Proso, M., *op. cit.* in fn. 100, p. 38.

¹¹² Buseman, N. A., *A Second Generation Solution to Electronic Waste: The New York Approach*, Columbia Journal of Environmental Law, vol. 37, no. 2/2012, pp. 145–146.

¹¹³ Proso, M., *op. cit.* in fn. 100, p. 39.

¹¹⁴ See: Directive (EU) 2024/1799, Art. 3.

4. MAIN FEATURES AND INNOVATIONS IN THE DRAFT AMENDMENTS TO THE CONSUMER PROTECTION ACT¹¹⁵

4.1. Reasons for Adoption and Key Innovations in the Draft Proposal

As previously noted, the primary reasons for adopting the Draft Proposal are the transposition of Directive (EU) 2023/2673, Directive (EU) 2024/825, and Directive (EU) 2024/1799, as well as the need for clearer regulation of existing and the introduction of new trader obligations, and ensuring a high level of consumer protection through more precise rules on specific forms of product sales and stricter sanctions for violations. Although the current CPA prescribes a wide range of obligations regarding pre-contractual information¹¹⁶, including the mandatory provision of all relevant details on the terms and consequences of contract conclusion, practice has shown that, due to the large volume of information, consumers often do not receive clearly highlighted key data that are crucial for making purchasing decisions. The new Draft Proposal seeks to address this shortcoming by specifically regulating pre-contractual information in the context of distance contracts for financial services. Special attention is also given to the provision of information on the environmental and social characteristics of products, as well as to general aspects of the trader's business. Furthermore, the Draft Proposal foresees the introduction of new labels informing consumers about liability for material defects and commercial guarantees regarding product durability, with the option to use the European standardised form for repair information.¹¹⁷

4.1.1. Pre-Contractual Consumer Information and Regulation of Misleading Commercial Practices Related to Environmental and Social Claims

The expansion of trader obligations regarding pre-contractual consumer information is a result of the transposition of Directive (EU) 2024/825, and primarily concerns the duty to provide consumers with more detailed information on liability for material defects and commercial guarantees. Although traders are

¹¹⁵ The Draft Proposal for the Amendments to the Consumer Protection Act, published on the e-consultation portal of the Government of the Republic of Croatia (<https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, 19 February 2026) and hereinafter is referred to as the Draft Proposal.

¹¹⁶ See: CPA, Art. 46., Art. 60., Art. 88.

¹¹⁷ See: *supra*, p. 1.-2. and the Draft Proposal

already required to inform consumers about these legal instruments¹¹⁸, practice has shown that such information is often not adequately communicated. Until now, the manner of fulfilling this obligation has been left to the discretion of the trader, who decided on the most appropriate form and method of providing the information. In response to this issue, the Draft Proposal foresees the introduction of specific labels that clearly highlight both legal instruments and their characteristics, through the addition of new points in Articles 46 para. 1. and Art. 60. para. 1 of the CPA. These provisions separately and in detail establish traders' obligations to inform consumers regarding liability for material defects, liability for the conformity of digital content or digital services, commercial guarantees, free commercial durability guarantees for periods exceeding two years, the minimum period during which the manufacturer or supplier of digital content or services provides updates for goods with digital elements, and the assessment of product reparability.¹¹⁹ These labels are harmonised at the EU level and regulated by Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and of the harmonised label for the commercial guarantee of durability¹²⁰. In Croatian legislation, the content of this Regulation will be further detailed in a by-law to be adopted by the minister competent for consumer affairs. As liability for material defects rests exclusively with the trader–seller, they will be obliged to display notices regarding material defects at their points of sale (in stores, on online shop websites, etc.) in a clearly visible manner. Conversely, labels indicating the duration of a given commercial durability guarantee will generally be displayed directly on the product itself.¹²¹ The provisions of the Draft Proposal resulting from the transposition of Directive (EU) 2024/825 also regulate misleading commercial practices related to environmental and social claims. Although such practices can be assessed under the general provisions of the CPA prohibiting misleading commercial practices¹²², they may be the subject to varying interpretations. To address this, the Draft Proposal supplements the "blacklist" of misleading commercial practices and establishes targeted provisions concerning misleading claims about early product obsolescence¹²³, claims regarding

¹¹⁸ CPA, Art. 46. para. 1. and Art. 60. para. 1.

¹¹⁹ See Draft Proposal, Art. 20. para. 1. Article 23 of the Draft Proposal envisages the insertion of identical provisions into Art. 60 of the CPA, which regulates the provision of pre-contractual information in the context of off-premises and distance contracts.

¹²⁰ Official Journal of the European Union L 2025/1960, 2.10.2025.

¹²¹ See: Draft Proposal.

¹²² See: CPA, Art. 35. – 37.

¹²³ Draft Proposal, Art. 17.

environmental friendliness ("manipulative green marketing")¹²⁴, and non-transparent or unreliable sustainability labels¹²⁵.

4.1.2. Amendments Related to Unilateral Termination of Contracts Concluded via Online Interfaces and Distance Contracts for the Sale of Financial Services

The provisions of the Draft Proposal regulating distance sales of financial services are largely the result of transposing Directive (EU) 2023/2673. Based on the premise that financial services are often complex for consumers and that understanding the associated risks is frequently insufficient, the Draft Proposal explicitly establishes the consumer's right to additional clarification of the proposed contractual terms. Specifically, the previous provision of Article 88 of the CPA, which required that the consumer be informed within a reasonable period prior to concluding the contract about the trader, the financial service concerned, the contract details, and the dispute resolution procedure—while generally referring to information provided elsewhere in that part of the Act¹²⁶—has been replaced by a new provision in the same article. In paragraph 1, 25 points now precisely list the pre-contractual information that the trader must provide to the consumer within a reasonable period before concluding the contract or before making a binding offer. Furthermore, paragraphs 2–11 of Article 88 regulate in detail the manner in which the prescribed information must be delivered.¹²⁷ In addition, Article 90 of the Act has been renamed "Clarification of Contractual Terms" and explicitly establishes the consumer's right to request further explanation of the proposed contractual provisions.¹²⁸ Such clarifications must not be limited to a formal repetition of already provided pre-contractual information; rather, they must elaborate on the key elements of the contract—particularly the retail price, the duration of the contractual relationship, and other essential terms—so that the consumer can assess the alignment of the contractual content and associated services with their needs and financial capacity. It should be noted that Directive (EU) 2023/2673 is, by its legal nature, a directive of maximum harmonisation, which leaves very limited scope for additional regulatory intervention. Nevertheless, the Draft Proposal goes further in the context of pre-contractual information regarding distance contracts for the sale of financial services by requiring the trader to provide information on the risk–return profile

¹²⁴ See: *Loc. cit.*

¹²⁵ See: *Loc. cit.*

¹²⁶ See: CPA, Art. 88.

¹²⁷ See: Draft Proposal, Art. 31.

¹²⁸ *Loc. cit.*

of the transaction. This represents an optional regulatory measure available to Member States, which Croatia supported during the negotiations on the adoption of the Directive. Accordingly, the Draft Proposal establishes an obligation to inform consumers of all risks relevant to the specific financial service offered, including the precise indication of the maximum potential capital loss and explicit information on the possibility of total loss of invested funds.¹²⁹ Given that such information can have a decisive impact on the consumer's decision to enter into a distance contract for financial services, the Croatian legislator has decided to make it a mandatory element of pre-contractual information. One of the most significant innovations arising from the transposition of this Directive, applicable to all distance contracts, is the introduction of a functionality for unilateral termination of a distance contract—commonly referred to as the "unilateral termination button."¹³⁰ This is a technical solution that traders will be required to implement on their websites to allow consumers to terminate the contract as easily as it was concluded.¹³¹ The aim of this measure is to ensure that the process of terminating a contract concluded via an online interface is as simple and accessible as the act of entering into the contract itself.¹³² While implementing such functionality will require additional technical and financial investment by traders in their information systems and websites, this regulatory solution contributes to strengthening consumer protection and enables the effective exercise of the right to unilateral termination of distance contracts in its full scope.¹³³

4.1.3. Amendments Regulating the Repair of Goods in Relation to the Right to Repair Directive

The Draft Proposal contains provisions aimed at strengthening consumers' right to repair products, resulting from the transposition of Directive (EU) 2024/1799. These regulatory interventions focus on extending the lifespan of products and reducing waste, while simultaneously enhancing consumer awareness and legal certainty in exercising the right to repair. Accordingly, the Draft Proposal introduces a new Chapter IV.a into the CPA, entitled "Repair of Goods," which is

¹²⁹ *Loc. cit.*

¹³⁰ Draft Proposal, Art. 27.

¹³¹ Pursuant to the current Art. 81 of the CPA, the consumer exercised the right to unilaterally terminate the contract by notifying the trader of their intention to withdraw, either through a standard contract withdrawal form or any other clear and unambiguous declaration expressing the consumer's will to terminate the contract, delivered by post or electronically.

¹³² Draft Proposal, Art. 42.

¹³³ See: Draft Proposal.

divided into four sections.¹³⁴ Section 1, titled "General Provisions," contains definitions of key concepts within the scope of this Chapter. Section 2, titled "Information on the Right to Repair Goods," establishes the obligation of repairers to provide consumers with essential information regarding the terms and scope of repair services. This section also introduces the European Repair Information Form, which repairers may voluntarily use in their business operations.¹³⁵ This is a standardized document containing the essential elements of an offer to conclude a repair contract, such as the identity of the repairer and basic information about them, the goods which are subject to the service, the nature of the defect, the type of proposed repair service, the retail price of the repair, the expected repair time, and other relevant details.¹³⁶ Although repairers are already obliged under the current framework to provide most of this information as part of pre-contractual disclosure¹³⁷, the standardization of the form contributes to greater clarity and consistency in practice.¹³⁸ It facilitates compliance with legal obligations for repairers while presenting information to consumers in a clear, organized, and easily understandable manner tailored to their needs. Section 3 of the new Chapter IV.a, entitled "Obligations of the Manufacturer – Producer," introduces new duties for manufacturers – and, subsidiarily, importers, distributors, and authorized representatives¹³⁹ – regarding the repair of products in accordance with reparability requirements established by the relevant EU provisions.¹⁴⁰ Among the most significant innovations is the prohibition on refusing a repair solely because the product has previously been repaired by another party, including unauthorized repairers or the consumer themselves. This limits practices that traditionally led to unjustified denial of service and encouraged product replacement instead of repair. Furthermore, contractual or technical measures that hinder repair are prohibited, whether through restrictive contractual clauses or the use of hardware or software solutions that prevent or significantly impede intervention on the product. Additionally, the use of original, used, compatible, or 3D-printed spare parts by independent repairers cannot be prevented, provided such parts comply with EU and national law, including product safety requirements and intellectual property rights rules. This provision is particularly important for preserving market competition and ensuring the sustainability of independent repair business

¹³⁴ See: Draft Proposal, Art. 44.

¹³⁵ Draft Proposal, Art. 44.

¹³⁶ *Loc. cit.*

¹³⁷ See: CPA, Art. 69.

¹³⁸ Draft Proposal, Art. 44.

¹³⁹ See: Draft Proposal, Art. 4. (...) Section 3: Obligations of the producer – manufacturer (...) Art. 112.e, para. 6–8.

¹⁴⁰ See: Draft Proposal, Art. 44. (...) Section 3.: Obligations of the producer - manufacturer (...) Art. 112.e

activities.¹⁴¹ Finally, Section 4 of the new Chapter IV.a, titled "European Repair Platform," provides for the use of a national section of the shared European online repair platform, enabling consumers to locate repairers, sellers of refurbished goods, or local community initiatives promoting product repair that voluntarily register on the platform. Access to the national section of the European Repair Platform is free of charge for consumers.¹⁴²

4.1.4. Other Significant Innovations in the Draft Proposal

In addition to the amendments resulting from the alignment with the aforementioned EU Directives, the Draft Proposal introduces several other significant innovations aimed at strengthening the position of consumers. In particular, it provides clearer regulation regarding the determination and display of prices during special forms of sales¹⁴³, i.e., during various types of discounts. Specifically, the provision of the current Article 19, paragraph 2 of the CPA, which requires that during the duration of a special sale the trader must display, alongside the discounted price, the lowest price applied for the same product during the 30-day period preceding the special sale, has caused practical uncertainties concerning whether it also requires determining the level of the discounted price in relation to the lowest price previously applied by the trader for the same product during the 30 days prior to the special sale. The Court of Justice of the European Union¹⁴⁴ addressed this issue in the case *Verbraucherzentrale Baden-Württemberg eV v Aldi Süd Dienstleistungs SE & Co. OHG*¹⁴⁵, confirming that the lowest price applied to a product during the 30-day period preceding the special sale constitutes the reference price for determining the discounted price.¹⁴⁶ In line with this ruling, the Draft Proposal amends Articles 19 and 20 of the CPA so that the reference point for determining the discounted price, instead of the regular sale price, is the price in accordance with the aforementioned position of the CJEU.¹⁴⁷ The amendment to Article 19 of the CPA, i.e., Article 9 of the Draft Proposal, provides

¹⁴¹ See: Draft Proposal, Art. 44. (...) Section 3.: Obligations of the producer - manufacturer (...) Art. 112.g

¹⁴² See: Draft Proposal, Art. 44. (...) Section 3.: Obligations of the producer - manufacturer (...) Art.112.h – 112.l

¹⁴³ In accordance with the provisions of Article 19, paragraphs 1 and 2 of the CPA, special forms of sale are considered to be the sale of products at prices lower than regular retail prices, which includes, among others, promotional sales, clearance sales, seasonal discounts, the sale of defective goods, and the sale of goods approaching their expiration date.

¹⁴⁴ Hereinafter referred to as: CJEU.

¹⁴⁵ Judgement of 26. 9. 2024. – Case C-330/23

¹⁴⁶ See: *Loc. cit.*

¹⁴⁷ See: Draft Proposal, Art. 9. – 10.

an exception to the aforementioned obligation for the sale of perishable goods and products close to their expiration date, whose prices are naturally reduced more frequently to facilitate quicker sales. In such cases, it is not reasonable to require that the discounted price be determined with reference to the lowest price over the preceding 30 days.¹⁴⁸ Furthermore, the Draft Proposal, through the amendment of Article 21 of the CPA, introduces the possibility of progressive price reductions during clearance sales¹⁴⁹, which was previously not permitted. Until now, any further price reduction during a clearance sale required the initiation of a new special sale. This amendment enables consumers to purchase goods at more favorable prices while allowing traders to more easily sell remaining stock.¹⁵⁰ A welcome amendment that strengthens consumers' right to protection from harassment is the provision of Article 8 of the Draft Proposal, which supplements Article 18 of the CPA regarding the delivery of advertising messages and materials. The amendment explicitly prohibits the sending of advertising messages and materials to a consumer who has clearly and unequivocally expressed to the trader their objection, including cases where advertising messages or materials are delivered together with the invoice for the purchased product.¹⁵¹ The Draft Proposal also introduces certain changes concerning the supervision and enforcement of consumer rights. Specifically, in the areas of hospitality services, tourism services, and accommodation fees, exclusive authority is granted to the Tourism Inspectorate of the State Inspectorate, encompassing inspection tasks related to monitoring unfair practices by traders providing hospitality and tourism services.¹⁵² For the purposes of this research, it is of particular interest that the Draft Proposal increases the maximum regulatory fines that may be imposed on traders for violations of the provisions of the CPA, as it has been shown that the currently applicable fine framework does not provide a sufficient deterrence.¹⁵³ Thus, the previously prescribed maximum fine for a misdemeanour under Article 149 of the CPA, which amounted to HRK 200,000.00, has been replaced by an amount of EUR 50,000.00, representing an increase of approximately 88.5%. The Draft Proposal also adjusts the amounts of fines for offenses causing harm to collective consumer interests and rights, offenses committed by responsible persons in legal entities with public authority or local government units, as well as offenses by traders operating electronic communications services, which were

¹⁴⁸ *Loc. cit.*

¹⁴⁹ It should be noted that the reference price for determining the discounted price remains the lowest price at which the goods were offered during the 30-day period preceding the commencement of the special form of sale.

¹⁵⁰ See: Draft Proposal, Art. 11.

¹⁵¹ See: Draft Proposal, Art. 8. in comparison to CPA, Art. 18.

¹⁵² See: Draft Proposal, Art. 46.

¹⁵³ This issue has been highlighted through a review of the relevant case law in the application of the CPA. See *supra*, p. 9 sq.

previously expressed in Croatian kuna and now need to be presented in euros.¹⁵⁴ Finally, the Draft Proposal foresees the adoption of implementing regulations to define the content of the harmonized notice and label containing information on the minimum duration of liability for material defects and commercial guarantees, as well as a regulation establishing the content of the European repair information form.¹⁵⁵ The Draft Proposal provides for an eight-day *vacatio legis*, except for provisions transposing Directive (EU) 2023/2673, Directive (EU) 2024/825, and Directive (EU) 2024/1799, which are set to enter into force on 27 September 2026.¹⁵⁶

4.2. Implications for the Position of Consumers, Proposals, and Final Results of the e-Consultation

As previously noted, during the drafting of the Draft Proposal, it was assumed that due to the large volume of information that must be provided to consumers, the notifications crucial for purchasing decisions are often insufficiently highlighted, meaning that consumers may ultimately be deprived of the most important information about their rights. The proposed innovations in the CPA concerning pre-contractual information, the introduction of standardized labels informing consumers about the content of rights related to liability for material defects and commercial guarantees, as well as clearer regulation of provisions regarding price display during special forms of sales, ensure a higher level of consumer awareness about their rights, thereby increasing the likelihood of these rights being effectively exercised in practice. The strengthening of consumers' position and rights is also promoted through facilitating product repair; by regulating manufacturers' obligations to repair goods, prohibiting refusal of repair on the grounds that the product was previously repaired by others, and introducing the European Repair Platform and the European Repair Information Form. By making repairs more accessible to consumers, the need to purchase new goods is reduced, which can ultimately lead to the production of higher-quality, longer-lasting products, especially considering the prohibition of false claims regarding planned obsolescence. Deterrence of traders from unfair commercial practices is also intended to be achieved by increasing the maximum amounts of regulatory fines for violations of the CPA. It should nevertheless be noted that the Draft Proposal, as a deterrent measure against the commission of offences, provides for an increase

¹⁵⁴ See: Draft Proposal, Art. 54. – 57. The conversion of monetary penalties from kuna to euros has, by its very nature and due to rounding, resulted in minor adjustments to all total amounts compared to the previously prescribed figures.

¹⁵⁵ See: Draft Proposal, Art. 58.

¹⁵⁶ See: Draft Proposal, Art. 60.

only of the upper limit of fines, while the lower limit remains unchanged at EUR 1,500.00 (currently HRK 10,000.00). Furthermore, the fines for responsible persons within legal entities remain set within the range of EUR 1,500.00 to EUR 2,500.00 (currently HRK 10,000.00 to HRK 15,000.00), as is also the case for traders who are natural persons, for whom fines are prescribed in the range of EUR 750.00 to EUR 2,500.00 (currently HRK 5,000.00 to HRK 15,000.00). Although the legislator has evidently recognised the issue of the insufficient deterrent effect of the prescribed sanctions for breaches of the CPA, it appears that the problem has been inadequately addressed, and that the amendments introduced by the CPA in this regard will neither increase the deterrent effect of misdemeanour sanctions nor contribute to a reduction in the number of infringements. A review of the case law of misdemeanour courts clearly shows that courts impose fines for CPA-related offences at very low levels, often at the very lower limit of the prescribed range, frequently also applying the institute of mitigation of penalties.¹⁵⁷ Therefore, increasing the maximum amount of administrative fines will, in practice, have no meaningful effect, as misdemeanour courts predominantly impose penalties at the lower rather than the upper end of the statutory range. Potential offenders are therefore likely to rely, notwithstanding any theoretical deterrent effect of higher maximum penalties, on established case law indicating that sanctions for such infringements are lenient and that the gains achievable through non-compliance outweigh the potential losses.¹⁵⁸ It therefore appears that a significantly stronger deterrent effect would be achieved by increasing the lower, rather than the upper, limit of misdemeanour fines. This would almost certainly lead to higher fines being imposed in practice in proceedings concerning violations of the CPA, as courts would be obliged to operate within a higher statutory range. Even in cases where the institute of penalty mitigation is applied, the final sanctions would still be higher than those currently imposed. Potential offenders would thus be able to rely with greater certainty on the likelihood of stricter punishment. The solution proposed in the Draft Proposal does not lead to a real, practical increase in fines, as it merely grants courts the possibility of imposing higher penalties, which they may, but are not obliged to, apply. Given the review of existing case law, it is likely that courts will not make use of this possibility to any significant extent. The public e-consultation on the Draft Amendment, which ran until 21 January 2026, generated significant interest from the public, traders, and consumer protection associations, resulting in a total of 104 comments on the draft text.¹⁵⁹ Consumer protection associations, as well as individual consumers,

¹⁵⁷ See: *supra*, p. 9 sq.

¹⁵⁸ This is evidenced by the large number of cases concerning the use of unfair commercial practices, as well as by the fact that there are 'repeat offenders' among the perpetrators. See: *supra*, p. 11.

¹⁵⁹ See: Draft Proposal.

highlighted in their comments several challenges regarding consumer rights protection, including incorrect or incomplete information about guarantees, issues with the quality and conformity of goods in stores, placing food and cosmetic products on the market without prior safety verification, and obstacles to exercising rights in cases of material defects.¹⁶⁰ A request was also raised to establish a legal obligation for traders to provide consumers with a replacement device during the repair period when the item is needed for daily use, as one of the most frequent consumer complaints concerns prolonged repairs without any compensation. This request was rejected because the matter is already regulated under the COA, and Directive (EU) 2024/1799, by its nature as a directive of maximum harmonization, does not grant consumers the right to a replacement item during repair unless the manufacturer or seller provides one.¹⁶¹ Electronic communications operators opposed the introduction of the functionality for unilateral contract termination—commonly referred to as the “unilateral termination button”—arguing that this area is already regulated by specific provisions of the Croatian Regulatory Agency for Network Activities; these proposals were also rejected.¹⁶² Finally, consumer protection associations proposed that, regarding the introduction of the European Repair Information Form, the obligation for service providers to issue the form should be mandatory rather than optional. This proposal was also rejected because the provision reflects the implementation of Directive (EU) 2024/1799, from which deviations are not permitted.¹⁶³

5. CONCLUSION

The Draft Proposal for the Amendments to the Consumer Protection Act introduces a series of significant innovations aimed at strengthening consumer rights and enhancing legal certainty regarding consumer protection in Croatia. Among the most notable changes are the improved pre-contractual information obligations, the introduction of standardized labels informing consumers about liability for material defects and commercial warranties, the regulation of misleading environmental and social claims, and the clearer rules regarding the display of prices during special sales events. Furthermore, the Draft Proposal

¹⁶⁰ See: Draft Proposal, Comments,
<https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, 23 February 2026

¹⁶¹ See: Draft Proposal, Art. 6., Comments,
<https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, 23 February 2026

¹⁶² See: Draft Proposal, Art. 27., Comments,
<https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, 23 February 2026

¹⁶³ See: Draft Proposal, Art. 44., Comments,
<https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, 23 February 2026

implements provisions arising from EU Directives (EU) 2023/2673, (EU) 2024/825, and (EU) 2024/1799, including the regulation of distance contracts for financial services, the facilitation of unilateral contract termination online, and the reinforcement of the right to repair, including the establishment of a European Repair Platform and the European Repair Information Form. These legislative innovations have profound implications for consumer protection. By increasing transparency and clarity in pre-contractual communication, consumers are better informed about their rights and can make more deliberate purchasing decisions. The emphasis on the right to repair and the regulation of misleading product claims promotes sustainable consumption, reduces unnecessary waste, and encourages producers to design longer-lasting and more reliable products. Although the aforementioned legislative innovations have significant implications for consumer protection, it is our view that the Draft Proposal missed an opportunity to address what may be the most significant problem of consumer protection law in the Republic of Croatia—namely, its enforcement in practice. The legislative framework of consumer protection law in Croatia has been considerably improved and is largely well aligned with relevant EU legislation; however, a review of the (insufficient) case law clearly shows that consumers do not make use of the available mechanisms for protecting their rights and that the provisions of the CPA continue to be infringed in practice. Despite the recognition that the current framework of prescribed misdemeanour fines for breaches of the CPA lacks a sufficient deterrent effect, this issue has not been addressed in light of judicial practice, and the established tendency of misdemeanour courts to impose very low fines under Article 149 of the CPA appears to have been overlooked. The increase of maximum fines from HRK 200,000.00 to EUR 50,000.00—i.e. by almost 90%—appears largely ineffective in a context where misdemeanour courts rarely impose fines exceeding EUR 3,000.00 on legal persons, i.e. traders. It seems that, from a *de lege ferenda* perspective, increasing the minimum level of fines would have a far more effective deterrent effect, as it would compel courts to impose more substantial sanctions, thereby contributing to the effective enforcement of consumer protection rules, as opposed to their merely nominal existence without practical application. Furthermore, from a *de lege ferenda* perspective, further improvements could include mandatory issuance of the European Repair Information Form by service providers to ensure consistent consumer access to repair information, the introduction of minimum standards for compensation or replacement during lengthy repairs, and continued monitoring of digital platforms to safeguard consumer rights in online and cross-border transactions. Such measures would further consolidate the position of consumers as informed, empowered, and active participants in a dynamic and sustainable market environment.

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