

## 歐洲聯盟：消費者信用指令

歐盟 87/102/號指令

為使各個會員國關於消費者信用之法律、條例及行政規定趨於近似 (87/102/EEC 號)

歐洲共同體理事會

遵循並考量歐洲經濟共同體之創立條約 (尤其是該約第 100 條)、執委會之提案<sup>1</sup>、歐洲共同體理事會之意見<sup>2</sup>、經濟及社會委員會之意見<sup>3</sup>，

鑒於各會員國間關於消費者信用領域之法律規定歧異甚大：

鑒於如此法律歧異可能造成在歐洲共同市場中授信者間不當競爭：

鑒於如此差異限制消費者於其他會員國必須取得信用時之機會；如此差異影響請求信用之交易量及本質，也影響商品及

1 公報 C80 號，1979 年 3 月 27 日，第 4 頁；公報 C183 號，1984 年 7 月 10 日，第 4 頁。

2 公報 C242 號，1983 年 9 月 12 日，第 10 頁。

3 公報 C113 號，1980 年 5 月 7 日，第 22 頁。

## COUNCIL DIRECTIVE

for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit (87/102/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,  
Having regard to the Treaty establishing the European Economic Community, and in particular Article 100 thereof,  
Having regard to the proposal from the Commission<sup>1</sup>,  
Having regard to the opinion of the European Parliament<sup>2</sup>,  
Having regard to the opinion of the Economic and Social Committee<sup>3</sup>,

Whereas wide differences exist in the laws of the Member States in the field of consumer credit;

Whereas these differences of law can lead to distortions of competition between grantors of credit in the common market;

Whereas these differences limit the opportunities the consumer has to obtain credit in other Member States; whereas

1 OJ No C 80, 27. 3. 1979, p. 4 and OJ No C 183, 10. 7. 1984, p. 4.

2 OJ No C 242, 12. 9. 1983, p. 10.

3 OJ No C 113, 7. 5. 1980, p. 22.

服務之購買；

鑒於如此差異導致結果，將影響消費者藉由信用獲得商品及服務之自由流通，並因而直接影響共同市場之運作；

鑒於共同體授與消費者信用之交易量日益增多之情形，建立消費者信用之共同市場將平等嘉惠消費者、授信者、商品製造商、批發商、零售商及服務提供者；

尤其，歐洲經濟共同市場綱領所揭示之消費者保護及相關資訊政策<sup>4</sup>，導出保護消費者免受不公平信用契約約款之侵害，並統一各國管制消費者信用之一般條款，應優先實行；

鑒於法律與實務見解之歧異，導致一會員國與其他會員國於消費者信用領域上，消費者保護程度之不平等；

鑒於近年來，消費者得使用及已使用中之信用類型轉變很大；鑒於已有新型態之消費者信用出現並且持續發展中；

鑒於消費者就信用之條件、費用、及本身之義務應得足夠之

4 公報 C92 號，1975 年 4 月 25 日，第 1 頁；公報 C133 號，1981 年 6 月 3 日，第 1 頁。

they affect the volume and the nature of the credit sought, and also the purchase of goods and services;

Whereas, as a result, these differences have an influence on the free movement of goods and services obtainable by consumers on credit and thus directly affect the functioning of the common market;

Whereas, given the increasing volume of credit granted in the Community to consumers, the establishment of a common market in consumer credit would benefit alike consumers, grantors of credit, manufacturers, wholesalers and retailers of goods and providers of services;

Whereas the programmes of the European Economic Community for a consumer protection and information policy<sup>4</sup> provide, inter alia, that the consumer should be protected against unfair credit terms and that a harmonization of the general conditions governing consumer credit should be undertaken as a priority;

Whereas differences of law and practice result in unequal consumer protection in the field of consumer credit from one Member State to another;

Whereas there has been much change in recent years in the types of credit available to and used by consumers; whereas new forms of consumer credit have emerged and continue to develop;

Whereas the consumer should receive adequate information

4 OJ No C 92, 25. 4. 1975, p. 1 and OJ No C 133, 3. 6. 1981, p. 1.

資訊：此資訊尤應包括信用之年費率，若無，則應包括消費者所應支付授信者之總額；在共同體決定如何計算年費率之前，各會員國得維持既存計算費率之方法或實務，若無，則得制定指示消費者信用總費用之規定；

鑒於信用約款可能不利於消費者；經由採取適用於所有類型信用之特定要求，達到更完善之消費者保護；

考慮到特定信用契約或交易型態之特性，此類契約或交易應部分或全部排除於本指令適用範圍之外；

於提交委員會商議後，各會員國得將特定型態之非商業性質、於特定條件下授與之信用，免除本指令之適用；

鑒於在某些會員國之實務習慣中，有關於在公證人或法院面前作成有效契約者，以致於本指令某些條款之適用在此種契約並不必要；因此，會員國得排除此種契約適用某些條款；

on the conditions and cost of credit and on his obligations; whereas this information should include, inter alia, the annual percentage rate of charge for credit, or, failing that, the total amount that the consumer must pay for credit; whereas, pending a decision on a Community method or methods of calculating the annual percentage rate of charge, Member States should be able to retain existing methods or practices for calculating this rate, or failing that, should establish provisions for indicating the total cost of the credit to the consumer;

Whereas the terms of credit may be disadvantageous to the consumer; whereas better protection of consumers can be achieved by adopting certain requirements which are to apply to all forms of credit;

Whereas, having regard to the character of certain credit agreements or types of transaction, these agreements or transactions should be partially or entirely excluded from the field of application of this Directive;

Whereas it should be possible for Member States, in consultation with the Commission, to exempt from the Directive certain forms of credit of a non-commercial character granted under particular conditions;

Whereas the practices existing in some Member States in respect of authentic acts drawn up before a notary or judge are such as to render the application of certain provisions of this Directive unnecessary in the case of such acts; whereas it should therefore be possible for Member States to exempt

鑒於金融數量龐大之信用契約傾向於與通常的消費者信用契約不同；鑒於本指令條款若適用於小額信用契約，可能對消費者及授信者雙方均產生不必要的行政管理上的負擔；因此，高於或低於特定之金融額度者應排除適用本指令；

鑒於廣告及授信者或信用經紀人所提供之交易前提中信用費用資訊之約款，將使消費者較容易比較不同的要約；

鑒於若信用契約以書面為之且至少包含契約約款之特定項目，消費者保護將更加改善；

鑒於在因信用授與而取得商品之情況下，各會員國應規定得收回商品之條件，尤其當消費者並未同意時；雙方應於收回後立即入帳，以防止因收回商品而致使不公平獲利；

鑒於消費者應被允許於清償期前清償債務；消費者清償後，應有權按比例減少信用總計費用；

鑒於賦予授信者權利之約款，不得弱化消費者地位；

such acts from those provisions;

Whereas credit agreements for very large financial amounts tend to differ from the usual consumer credit agreements; whereas the application of the provisions of this Directive to agreements for very small amounts could create unnecessary administrative burdens both for consumers and grantors of credit; whereas therefore, agreements above or below specified financial limits should be excluded from the Directive; Whereas the provision of information on the cost of credit in advertising and at the business premises of the creditor or credit broker can make it easier for the consumer to compare different offers;

Whereas consumer protection is further improved if credit agreements are made in writing and contain certain minimum particulars concerning the contractual terms;

Whereas, in the case of credit granted for the acquisition of goods, Member States should lay down the conditions in which goods may be repossessed, particularly if the consumer has not given his consent; whereas the account between the parties should upon repossession be made up in such manner as to ensure that the repossession does not entail any unjustified enrichment;

Whereas the consumer should be allowed to discharge his obligations before the due date; whereas the consumer should then be entitled to an equitable reduction in the total cost of the credit;

Whereas the assignment of the creditor's rights arising under

鑒於允許消費者於信用契約得使用匯票、本票或支票之會員國，應確保消費者使用上述票據時受到適當之保護；

至於約定消費者取得信用後方可取得商品或服務時，消費者（至少在下述定義之情況下）相對於授信者，應具有超出其通常契約權利以外之權利，以對抗授信者與商品或服務提供者；上述之情況係當商品或服務提供者與授信者已事先約定，為使消費者由商品或服務提供者取得商品或服務，排除由該授信者提供信用於該商品或服務之消費者；

歐洲通用貨幣單位之定義見（歐洲經濟共同體）理事會規章第 3180/78<sup>5</sup> 號，最近修正為第 2626/84<sup>6</sup> 號；會員國得將本指令所定歐洲通用貨幣單位數額換算為內國貨幣數額後，有有限度的自由的四捨五入；鑒於本指令所定之數額應按照共同體之經濟及貨幣走向定期重新檢討，並且若有必要，應加以修正；

5 公報 L379 號，1978 年 12 月 30 日，第 1 頁。

6 公報 L247 號，1984 年 9 月 16 日，第 1 頁。

a credit agreement should not be allowed to weaken the position of the consumer;

Whereas those Member States which permit consumers to use bills of exchange, promissory notes or cheques in connection with credit agreements should ensure that the consumer is suitably protected when so using such instruments; Whereas, as regards goods or services which the consumer has contracted to acquire on credit, the consumer should, at least in the circumstances defined below, have rights vis-a-vis the grantor of credit which are in addition to his normal contractual rights against him and against the supplier of the goods or services; whereas the circumstances referred to above are those where the grantor of credit and the supplier of goods or services have a pre-existing agreement whereunder credit is made available exclusively by that grantor of credit to customers of that supplier for the purpose of enabling the consumer to acquire goods or services from the latter;

Whereas the ECU is as defined in Council Regulation (EEC) No 3180/78<sup>5</sup>, as last amended by Regulation (EEC) No 2626/84<sup>6</sup>; whereas Member States should to a limited extent be at liberty to round off the amounts in national currency resulting from the conversion of amounts of this Directive expressed in ECU; whereas the amounts in this Di-

5 OJ No L 379, 30. 12. 1978, p. 1.

6 OJ No L 247, 16. 9. 1984, p. 1.

鑒於會員國應採取適當措施授權人民提供信用或提供辦理信用契約，或檢查監督人民授信或辦理信用訂約，或使人民得對信用契約或信用條件提出申訴；

鑒於信用契約不得減損依本指令所制定或與本指令相關之法律規定，致損害消費者之權益；上述條款不得以特約方式加以規避；

鑒於既然本指令乃為使各個會員國關於消費者信用之法律、規章及行政命令於某程度趨於一致，並保護消費者至某特定程度，各會員國於適當尊重條約所定義務之情形下，並非不得保留或採用更嚴格的措施以保護消費者；

鑒於執委會應至遲於 1995 年 1 月 1 日前，向理事會報告本指令之施行狀況。

正式通過本指令：

rective should be periodically re-examined in the light of economic and monetary trends in the Community, and, if need be, revised;

Whereas suitable measures should be adopted by Member States for authorizing persons offering credit or offering to arrange credit agreements or for inspecting or monitoring the activities of persons granting credit or arranging for credit to be granted or for enabling consumers to complain about credit agreements or credit conditions;

Whereas credit agreements should not derogate, to the detriment of the consumer, from the provisions adopted in implementation of this Directive or corresponding to its provisions; whereas those provisions should not be circumvented as a result of the way in which agreements are formulated;

Whereas, since this Directive provides for a certain degree of approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit and for a certain level of consumer protection, Member States should not be prevented from retaining or adopting more stringent measures to protect the consumer, with due regard for their obligations under the Treaty;

Whereas, not later than 1 January 1995, the Commission should present to the Council a report concerning the operation of this Directive,

HAS ADOPTED THIS DIRECTIVE:

# 第一條

1、本指令適用於信用契約。

2、本指令所定名詞如下：

(a)「消費者」意指，非為其職業或專業之目的，而為本指令所稱交易之自然人。

(b)「授信者」意指，在其職業、營業或專門職業中授與信用之自然人或法人、或自然人或法人團體。

(c)「信用契約」意指，授信者以延期支付、貸款或其他類似金融貸款之方式授與或承諾授與消費者信用之契約。

但繼續性供給服務或民生利用契約，消費者有權利於供給期間內以分期付款方式支付對價者，非本指令所稱之信用契約。

(d)「消費者信用之總計費用」，包括利息及其他直接與信用契約相關之全部信用費用，由各會員國依其現行或將採行之規定或實務決定之。

(e)「年費率」意指，以每年占所授與信用總額百分率表示，並依照各會員國既存之方式計算之消費者信用總額。

# Article 1

1. This Directive applies to credit agreements.

2. For the purpose of this Directive:

(a) 'consumer' means a natural person who, in transactions covered by this Directive, is acting for purposes which can be regarded as outside his trade or profession;

(b) 'creditor' means a natural or legal person who grants credit in the course of his trade, business or profession, or a group of such persons;

(c) 'credit agreement' means an agreement whereby a creditor grants or promises to grant to a consumer a credit in the form of a deferred payment, a loan or other similar financial accommodation.

Agreements for the provision on a continuing basis of a service or a utility, where the consumer has the right to pay for them, for the duration of their provision, by means of instalments, are not deemed to be credit agreements for the purpose of this Directive;

(d) 'total cost of the credit to the consumer' means all the costs of the credit including interest and other charges directly connected with the credit agreement, determined in accordance with the provisions or practices existing in, or to be established by, the Member States.

(e) 'annual percentage rate of charge' means the total cost of the credit to the consumer expressed as an annual percentage of the amount of the credit granted and

## 第二條

1、本指令不適用於下列事項：

(a) 信用契約或承諾授與信用之契約：  
— 主要為取得或保有土地，或現有或建造中建築物之所有權；

— 為建築物本身之修繕或改良目的；

(b) 租賃契約，除非契約約定權利最終將移轉於承租人；

(c) 信用之授與或其授與不索取利息或任何其他費用者；

(d) 不索取利息而以消費者同意一次償還為條件之信用契約；

(e) 信用機構或金融機構以其活期存款帳戶（而非信用卡帳戶）預付之方式授與之信用。

但第六條各項應適用於此信用類型：

(f) 信用契約之額度低於 200 歐洲通用貨幣單位或高於 20,000 歐洲通用貨幣單位；

(g) 消費者必須於下列任一期間償還之信用契約：

calculated according to existing methods of the Member States.

## Article 2

1. This Directive shall not apply to:

(a) credit agreements or agreements promising to grant credit:

- intended primarily for the purpose of acquiring or retaining property rights in land or in an existing or projected building,

- intended for the purpose of renovating or improving a building as such;

(b) hiring agreements except where these provide that the title will pass ultimately to the hirer;

(c) credit granted or made available without payment of interest or any other charge;

(d) credit agreements under which no interest is charged provided the consumer agrees to repay the credit in a single payment;

(e) credit in the form of advances on a current account granted by a credit institution or financial institution other than on credit card accounts.

Nevertheless, the provisions of Article 6 shall apply to such credits;

(f) credit agreements involving amounts less than 200 ECU or more than 20 000 ECU;

(g) credit agreements under which the consumer is re-



- 不逾三個月內，
- 或不逾十二個月內最多分四期。

2、會員國得於提交委員會商議後，將符合下列條件之特定型態之信用，免除本指令之適用：

- 授與之費率低於市場之盛行費率，且
- 通常非對公眾所提供。

3、本指令第四條及第六條至第十二條，不適用於有不動產抵押權擔保之信用契約或承諾授與信用之契約，縱使其不在本條第一項排除本指令適用之契約範圍內者：

4、會員國得將以在公證人前或法院簽署之方式訂定之信用契約，排除本指令第六條至第十二條規定之適用。

### 第三條

除理事會 84/450/EEC 指令（即 1984 年 9 月 10 日，關於使各會員國有關引入錯誤廣告之法律、規章及行政規定趨於一致之規定<sup>7</sup>），及規範不公平廣告之規定與原則別有規定外，

7 公報 L250 號，1984 年 9 月 19 日，第 17 頁：

quired to repay the credit:

- either, within a period not exceeding three months,
- or, by a maximum number of four payments within a period not exceeding 12 months.

2. A Member State may, in consultation with the Commission, exempt from the application of this Directive certain types of credit which fulfil the following conditions:

- they are granted at rates of charge below those prevailing in the market, and
- they are not offered to the public generally.

3. The provisions of Article 4 and of Articles 6 to 12 shall not apply to credit agreements or agreements promising to grant credit, secured by mortgage on immovable property, in so far as these are not already excluded from the Directive under paragraph 1 (a) of this Article.

4. Member States may exempt from the provisions of Articles 6 to 12 credit agreements in the form of an authentic act signed before a notary or judge.

### Article 3

Without prejudice to Council Directive 84/450/EEC of 10 September 1984 relating to the approximation of the laws, regulations and administrative provisions of the Member

7 OJ No L 250, 19. 9. 1984, p. 17.

任何廣告或在商業前提下提出之要約，其內容為提供信用或提供處理信用契約、且明示利率或任何與信用額度相關之數字，亦應包含年費率之約款，若無其他可行方式，即以此為範例。

#### 第四條

1、信用契約應以書面訂之。消費者應保有一份書面契約。

2、書面契約應記載：

(a)年費率約款；

(b)於何條件下年費率得修改之約款。

若無法約定年費率，應以書面契約提供消費者足夠資訊，至少應包括第六條第一項所規定者。

3、書面契約更應包括契約其他必要之點。

本指令附錄列有各會員國得要求訂入書面契約為必要之條項表，作為範例。

States concerning misleading advertising<sup>(1)</sup> , and to the rules and principles applicable to unfair advertising, any advertisement, or any offer which is displayed at business premises, in which a person offers credit or offers to arrange a credit agreement and in which a rate of interest or any figures relating to the cost of the credit are indicated, shall also include a statement of the annual percentage rate of charge, by means of a representative example if no other means is practicable.

#### Article 4

1. Credit agreements shall be made in writing. The consumer shall receive a copy of the written agreement.

2. The written agreement shall include:

(a) a statement of the annual percentage rate of charge;

(b) a statement of the conditions under which the annual percentage rate of charge may be amended.

In cases where it is not possible to state the annual percentage rate of charge, the consumer shall be provided with adequate information in the written agreement. This information shall at least include the information provided for in the second indent of Article 6 (1).

3. The written agreement shall further include the other essential terms of the contract.

By way of illustration, the Annex to this Directive contains a list of terms which Member States may require to

## 第五條

經由一部廢止第三條及第四條第二項，並且在（歐洲）共同體決定採用一種或多種計算年費率之方式前，於通告本指令時不要求明示年費率、或無既存計算方式之會員國，至少應要求向消費者明示信用總計費用。

## 第六條

1、縱屬第二條第一項第 e 款之除外情況（即信用機構或金融機構與消費者間非以信用卡帳戶；而以契約約定以活期存款帳戶預付之信用授與），仍應於契約訂定時或訂定前告知消費者：

- 如有信用額度限制時，其額度，
  - 年利率、自契約訂定時即適用之年費率、及其得修改之情況，
  - 終止契約之程序。
- 上述資訊須以書面確定。

2、此外，在契約有效期間內，任何年利率或相關費用改變時

be included in the written agreement as being essential.

## Article 5

By way of derogation from Articles 3 and 4 (2), and pending a decision on the introduction of a Community method or methods of calculating the annual percentage rate of charge, those Member States which, at the time of notification of this Directive, do not require the annual percentage rate of charge to be shown or which do not have an established method for its calculation, shall at least require the total cost of the credit to the consumer to be indicated.

## Article 6

1. Notwithstanding the exclusion provided for in Article 2 (1) (e), where there is an agreement between a credit institution or financial institution and a consumer for the granting of credit in the form of an advance on a current account, other than on credit card accounts, the consumer shall be informed at the time or before the agreement is concluded:

- of the credit limit, if any,
- of the annual rate of interest and the charges applicable from the time the agreement is concluded and the conditions under which these may be amended,
- of the procedure for terminating the agreement.

This information shall be confirmed in writing.

2. Furthermore, during the period of the agreement, the

應於改變發生時即告知消費者。其告知得記載於帳單明細表或以任何會員國可接受之形式為之。

- 3、當會員國允許默示接受透支時，該會員國應確保消費者於其透支超過三個月期間時，被告知適用之年利率及費用，及此後任何相關之修正。

#### 第七條

於授與信用以取得商品之場合，會員國應規定得收回商品之條件，尤其當消費者事前並未同意時。會員國更應確保當授信者重新取得商品時，當事人間費用應予補償，以防止因收回商品而致使不公平獲利。

#### 第八條

消費者應有權以信用契約方式，於該契約所訂清償期前清償其債務。前述情形，消費者應有權依會員國制定之規則按比例減少信用總計費用。

consumer shall be informed of any change in the annual rate of interest or in the relevant charges at the time it occurs. Such information may be given in a statement of account or in any other manner acceptable to Member States.

3. In Member States where tacitly accepted overdrafts are permissible, the Member States concerned shall ensure that the consumer is informed of the annual rate of interest and the charges applicable, and of any amendment thereof, where the overdraft extends beyond a period of three months.

#### Article 7

In the case of credit granted for the acquisition of goods, Member States shall lay down the conditions under which goods may be repossessed, in particular if the consumer has not given his consent. They shall further ensure that where the creditor recovers possession of the goods the account between the parties shall be made up so as to ensure that the repossession does not entail any unjustified enrichment.

#### Article 8

The consumer shall be entitled to discharge his obligations under a credit agreement before the time fixed by the agreement. In this event, in accordance with the rules laid down by the Member States, the consumer shall be entitled to an equitable reduction in the total cost of the credit.

### 第九條

當信用契約授信者之權利讓與第三人時，消費者應有權以得對抗原授信者之事由對抗該第三人，包括（於該會員國允許抵銷時）抵銷。

### 第十條

會員國允許消費者於信用契約：

- (a) 以匯票及本票之方式支付、
- (b) 以匯票、本票及支票之方式擔保者，

應確保消費者以上述方式使用上述票據時受到適當的保護。

### 第十一條

1、消費者以信用契約之方式購買商品或服務，以免商品或服務無法供應或與契約約定之供應不一致時，會員國應確保信用契約之訂定無論如何不應影響消費者對抗商品及服務提供者之權利。

2、（譯按：同時符合下列各項情況，即）當：

### Article 9

Where the creditor's rights under a credit agreement are assigned to a third person, the consumer shall be entitled to plead against that third person any defence which was available to him against the original creditor, including set-off where the latter is permitted in the Member State concerned.

### Article 10

The Member States which, in connection with credit agreements, permit the consumer:

- (a) to make payment by means of bills of exchange including promissory notes;
  - (b) to give security by means of bills of exchange including promissory notes and cheques,
- shall ensure that the consumer is suitably protected when using these instruments in those ways.

### Article 11

1. Member States shall ensure that the existence of a credit agreement shall not in any way affect the rights of the consumer against the supplier of goods or services purchased by means of such an agreement in cases where the goods or services are not supplied or are otherwise not in conformity with the contract for their supply.
2. Where:

- (a) 為了購買商品或取得服務，消費者與商品或服務提供者以外之第三人訂定信用契約；而告
- (b) 授信者與商品或服務提供者事先約定，為使消費者由該商品或服務提供者取得商品或服務，排他的由該授信者提供信用於該商品或服務之消費者；而
- (c) 第 a 款之所指之消費者根據該事先約定取得信用；而
- (d) 當適用信用契約之商品或服務未供應、或僅供應一部、或與契約約定之供應不一致時；而
- (e) 消費者已向供應者請求救濟，仍無法滿足其權利時，

消費者應有權向授信者請求救濟。會員國應決定在何種條件下可主張其救濟至何種程度。

3、第二項不適用於單次交易量小於相當於 200 歐洲通用貨幣單位者。

## 第十二條

1、會員國應：

8 公報 L322 號，1977 年 12 月 17 日，第 30 頁。

- (a) in order to buy goods or obtain services the consumer enters into a credit agreement with a person other than the supplier of them; and
- (b) the grantor of the credit and the supplier of the goods or services have a pre-existing agreement whereunder credit is made available exclusively by that grantor of credit to customers of that supplier for the acquisition of goods or services from that supplier; and
- (c) the consumer referred to in subparagraph (a) obtains his credit pursuant to that pre-existing agreement; and
- (d) the goods or services covered by the credit agreement are not supplied, or are supplied only in part, or are not in conformity with the contract for supply of them; and
- (e) the consumer has pursued his remedies against the supplier but has failed to obtain the satisfaction to which he is entitled,  
the consumer shall have the right to pursue remedies against the grantor of credit. Member States shall determine to what extent and under what conditions these remedies shall be exercisable.

3. Paragraph 2 shall not apply where the individual transaction in question is for an amount less than the equivalent of 200 ECU.

## Article 12

1. Member States shall:

8 OJ No L 322, 17. 12. 1977, p. 30

- (a) 確保授信者或處理信用契約事宜者應或則以特別身分，或則以商品或服務提供者之身分取得政府授權；或
  - (b) 確保授信者或處理授信事宜者之活動，應受某機構或政府組織之調查或監督；或
  - (c) 促進成立適當之組織接受關於信用契約或信用條件之申訴，並且提供提出申訴之消費者相關資訊或諮詢。
- 2、會員國得規定，當提供訂定或處理信用契約事宜者符合 1977 年 12 月 12 日調和關於設立信用機構及發展其業務之法律、條例及行政規定之第一次指令<sup>8</sup>第一條之定義，且依據該指令規定取得授權，則不需要本指令第一項第 a 款之授權。

當授信者或處理授信事宜者同時依第一項第 a 款及前述指令規定取得特別授權，然後者之授權嗣後撤銷時，依第一項第 a 款就授信發給特定授權之主管機關應被告知，並且決定是否其得以繼續授信或處理授信事宜，或是否應撤銷依第一項第 a 款發給之特定授權。

- (a) ensure that persons offering credit or offering to arrange credit agreements shall obtain official authorization to do so, either specifically or as suppliers of goods and services; or
  - (b) ensure that persons granting credit or arranging for credit to be granted shall be subject to inspection or monitoring of their activities by an institution or official body; or
  - (c) promote the establishment of appropriate bodies to receive complaints concerning credit agreements or credit conditions and to provide relevant information or advice to consumers regarding them.
2. Member States may provide that the authorization referred to in paragraph 1 (a) shall not be required where persons offering to conclude or arrange credit agreements satisfy the definition in Article 1 of the first Council Directive of 12 December 1977 on the coordination of laws, regulations and administrative provisions relating to the taking up and pursuit of the business of credit institutions<sup>8</sup> and are authorized in accordance with the provisions of that Directive.

Where persons granting credit or arranging for credit to be granted have been authorized both specifically, under the provisions of paragraph 1 (a) and also under the provisions of the aforementioned Directive, but the latter authorization is subsequently withdrawn, the competent authority responsible for issuing the specific authorization to grant credit under paragraph 1 (a) shall be informed and shall decide whether the persons concerned may continue to grant credit, or arrange for credit to be granted, or whether the specific authorization granted under paragraph 1 (a) should be with-

### 第十三條

- 1、為達本指令之目的，歐洲通用貨幣單位之定義應如歐洲經濟共同體規則第 3180/78 號，修正為第 2626/84 號。等值之內國貨幣應以本指令通過時最初之匯率加以計算。

會員國得在四捨五入不超過 10 歐洲通用貨幣單位之條件下，將歐洲通用貨幣單位換算為內國貨幣之數額四捨五入。

- 2、第一次於 1995 年，之後每五年，理事會應按執委會之提案，按照共同體之經濟及貨幣走向，檢討且必要時並修正本指令所定之（歐洲通用貨幣單位）數額。

### 第十四條

- 1、會員國應確保信用契約不應減損依本指令所制定或與本指令相關之內國法律規範之效力，致損害消費者之權益。
- 2、會員國並應確保（當事人）不得以特約，特別是以數個契約分散信用額度之設計，規避依本指令所制定之內國法規定。

drawn.

### Article 13

1. For the purposes of this Directive, the ECU shall be that defined by Regulation (EEC) No 3180/78, as amended by Regulation (EEC) No 2626/84. The equivalent in national currency shall initially be calculated at the rate obtaining on the date of adoption of this Directive.  
Member States may round off the amounts in national currency resulting from the conversion of the amounts in ECU provided such rounding off does not exceed 10 ECU.
2. Every five years, and for the first time in 1995, the Council, acting on a proposal from the Commission, shall examine and, if need be, revise the amounts in this Directive, in the light of economic and monetary trends in the Community.

### Article 14

1. Member States shall ensure that credit agreements shall not derogate, to the detriment of the consumer, from the provisions of national law implementing or corresponding to this Directive.
2. Member States shall further ensure that the provisions which they adopt in implementation of this directive are not circumvented as a result of the way in which agreements are formulated, in particular by the device of dis-



### 第十五條

本指令不礙及會員國為盡其依條約保護消費者之義務而保留或採取更嚴格之規定。

### 第十六條

- 1、會員國至遲應於 1990 年 1 月 1 日前，依本指令施行必要措施，並應即通知執委會。
- 2、會員國應將其依本指令所採行之內國法律主要規範通知執委會。

### 第十七條

委員會應於 1995 年 1 月 1 日前，向議會報告本指令之執行結果。

### 第十八條

本指令經 1986 年 12 月 22 日  
理事會於布魯塞爾通過後，送交各會員國。  
理事會主席  
G.蕭

tributing the amount of credit over several agreements.

### Article 15

This Directive shall not preclude Member States from retaining or adopting more stringent provisions to protect consumers consistent with their obligations under the Treaty.

### Article 16

1. Member States shall bring into force the measures necessary to comply with this Directive not later than 1 January 1990 and shall forthwith inform the Commission thereof.
2. Member States shall communicate to the Commission the texts of the main provisions of national law which they adopt in the field covered by this Directive.

### Article 17

Not later than 1 January 1995 the Commission shall present a report to the Council concerning the operation of this Directive.

### Article 18

This Directive is addressed to the Member States.  
Done at Brussels, 22 December 1986.  
For the Council  
The President  
G. SHAW

## 附 錄

### 第四條第三項所指條項表

#### 1、為供應特定商品或服務融資之信用契約：

(i)契約所適用之商品或服務之描述；(ii)契約所定之現金價及應付價；(iii)押金數額，若有分期付款時之期數、數額及到期日，或倘若無法於契約成立時得知時，確定其等數額之方法；(iv)消費者若於期前清償則有第八條所賦予折扣權利之指示；(v)商品所有人(當所有權不立即移轉於消費者時)，及消費者取得所有權之條件；(vi)如要求擔保品時，其描述；(vii)若有，冷卻期間；(viii)如要求保險時之指示，若消費者無權選擇保險人，保險費之指示。

#### 2、以信用卡操作之信用契約：

(i)如有限制信用額度時，其數額；(ii)清償條件，或決定清償條件之方法；(iii)如有冷卻期間者，其期間。

#### 2、以活期存款方式操作否則即不適用本指令之信用契約：

## ANNEX

### LIST OF TERMS REFERRED TO IN ARTICLE 4 (3)

#### 1. Credit agreements for financing the supply of particular goods or services:

1.2 // (i) // a description of the goods or services covered by the agreement; // (ii) // the cash price and the price payable under the credit agreement; // (iii) // the amount of the deposit, if any, the number and amount of instalments and the dates on which they fall due, or the method of ascertaining any of the same if unknown at the time the agreement is concluded; // (iv) // an indication that the consumer will be entitled, as provided in Article 8, to a reduction if he repays early; // (v) // who owns the goods (if ownership does not pass immediately to the consumer) and the terms on which the consumer becomes the owner of them; // (vi) // a description of the security required, if any; // (vii) // the cooling-off period, if any; // (viii) // an indication of the insurance (s) required, if any, and, when the choice of insurer is not left to the consumer, an indication of the cost thereof.

#### 2. Credit agreements operated by credit cards:

1.2 // (i) // the amount of the credit limit, if any; // (ii) // the terms of repayment or the means of determining them; // (iii) // the cooling-off period, if any.

#### 3. Credit agreements operated by running account which are not otherwise covered by the Directive:

(i)有限制信用額度時，其數額，或決定信用額度之方法；(ii)使用及清償之條件；(iii)如有冷卻期間者，其期間。

4、其他屬於本指令範圍之信用契約：

(i)於有信用額度限制時，其額度；(ii)如要求擔保品時，其描述；(iii)清償條件；(iv)如有冷卻期間者，其期間；(v)消費者若於期前清償則有第八條所賦予折扣權利之指示。

1.2 // (i) // the amount of the credit limit, if any, or the method of determining it; // (ii) // the terms of use and repayment; // (iii) // the cooling-off period, if any.

4. Other credit agreements covered by the Directive:

1.2 // (i) // the amount of the credit limit, if any; // (ii) // an indication of the security required, if any; // (iii) // the terms of repayment; // (iv) // the cooling-off period, if any; // (v) // an indication that the consumer will be entitled, as provided in Article 8, to a reduction if he repays early.