PRESS RELEASE

**CTIA inspected e-shops. In 2024, it carried out 1,000 inspections**

(Prague, 2 April 2025) **Last year, the Czech Trade Inspection Authority carried out 1,000 inspections focused on compliance with obligations stemming from generally binding legal regulations in relation to the offer and sale of products via the means of distance communication.** **Infringements were found in 822 inspections.** The above ratio of inspections within which breaches of legal regulations were detected, should be assessed from the perspective of the CTIA's system of selecting specific e-shops for inspection - the Czech Trade Inspection Authority focuses, based on an initial screening, on e-shops that are likely to be found to be in breach of their operators' legal obligations.

In the period from 1 January 2024 to 31 December 2024, a total of 1,000 inspections were carried out within the regular inspection action, during which the CTIA officers inspected the compliance with the obligations stemming from Act No. 634/1992 Coll., on Consumer Protection, and other legal regulations. This figure does not include ongoing inspections. **Out of a total of 1,000 inspections, infringements of legal regulations were detected in 822 inspections (82.20%).** Based on the detected breaches of generally binding legal regulations within the surveillance scope of the CTIA **,** **907 fines in the total amount of CZK 15,554,000** **became** **effective** in 2024.

**Some of the provisions of Act No. 634/1992 Coll., on Consumer Protection, were breached in a total of 1,211 cases in the period under review.** The following provisions were the most frequently infringed:

* § Section 13 (410 cases), which requires the seller to inform the consumer of the scope, conditions and method of exercising the right from a defective performance (claim), together with information on where the claim can be made;
* § 4, as regards unfair commercial practices, in connection with § 5, which covers the punishment of misleading conduct, the seller was found to have provided false or misleading information to the consumer in 222 cases about the product, service, price, service, seller, consumer rights, etc. In addition, in 132 cases the seller or service provider failed to provide the consumer with essential information about the product or service, or withheld information or provided it in a vague, ambiguous or incomprehensible manner (§ 5a); of these, 58 cases concerned consumer reviews, where the seller failed to provide information on whether and how they ensure that consumer reviews published were from real consumers who purchased the product or service (consumer reviews are evaluated in a separate inspection action);
* § Section 14(1), (2) (174 cases) where the seller failed to inform the consumer in any way about the out-of-court consumer dispute resolution body (ADR);
* § 12a (57 cases), where the seller did not include in the information about the discount on the price of the product the information about the previous lowest price at which it was offered and sold before the discount was provided,
* § 6 relating to discrimination and 19 cases of violation of § 8 of the Act on Consumer Protection relating to the offer and sale of products infringing certain intellectual property rights.

**Act No. 89/2012 Coll., the Civil Code, was breached in a total of 1,203 cases in the monitored period.** The following provisions were the most frequently infringed:

* § Section 1820 (543 cases), which generally relates to pre-contractual communication within the use of the means of distance communication. Specifically, in 255 cases, it was found that the consumer was not informed of the conditions, time limit or procedure for exercising the right to withdraw from the contract, as well as of a template form for withdrawing from the contract pursuant to Article 1820(1)(i). Other frequent breaches (63 cases) included Section 1820(1)(h), which relates to the method of payment, the method and time of delivery or performance and, where applicable, the rules for handling complaints,
* § Section 1827 (273 cases), of which 269 cases were found where the text of the contract and the general terms and conditions were not provided to the consumer in text form when using electronic means to conclude the contract (under Section 1827(2)) and 4 cases where the order was not confirmed immediately after receipt when using a means of distance communication (breach of Section 1827(1)),
* § 1826a(2) (221 cases), where the trader failed to ensure that the consumer expressly acknowledged his commitment to pay when making the order. If the order is made using a button or similar control element, they must be marked with an easily readable "Order Committing to Payment" or other appropriate unambiguous wording.

In other 483 cases, breaches were found of other legal provisions, compliance with which is subject to inspection by the CTIA.

The following practices were documented by the CTIA in 2024, among others: **charging hidden fees, "fake" discounts, time-limited offers, failure to verify consumer reviews**. The **emergence of fake websites that look like legitimate businesses but are in fact fraudulent** shall not be ignored**.** The CTIA draws attention to these e-shops on its website, including advice on how to shop safely online.

82.20% is the ratio of inspections within which a breach of the legislation in force was detected. **Repeated shortcomings include the lack of information provided by sellers about the right of withdrawal, the conditions for exercising it, the costs of returning goods, the existence of conditions, deadlines and procedures for exercising the right of withdrawal, including a template withdrawal form, as well as the use of unfair commercial practices to influence consumers in the purchase decision process.**

Within the 2024 inspections of e-shops, targeted inspections were carried out on the provision of information on the so-called extended warranty and the way it is offered to consumers. In most cases, this is not a contractual guarantee within the meaning of the Civil Code, but an insurance service or damage insurance provided by an entity other than the seller. The inspections carried out found that the so-called extended warranty was not always offered to consumers in accordance with the requirements of the Act on Consumer Protection and that sellers were guilty of unfair commercial practices when offering this 'service'.

The inspection of e-commerce will be one of the priorities of the CTIA for the upcoming period, with a focus on all forms of sales, including sales via social networks or mobile applications.