

(English version)

**Question for written answer E-000367/25
to the Commission
Maria Zacharia (NI)
(28 January 2025)**

Subject: Borrowers of loans in Swiss francs

In Greece, some 70 000 borrowers of loans in Swiss francs remain unprotected, despite the country's transposition of Directive 2014/17/EU through Law 4438/2016. Greek banks are persistently applying unfair terms, shifting the exchange rate risk entirely to borrowers, while primary residences have been and continue to be auctioned off.

In Case C-186/16, the Court of Justice of the European Union (CJEU) ruled that banks must provide transparent risk information. In Case C-520/21, the CJEU ruled that in contracts with unfair terms, borrowers must repay only the principal of the loan. In countries such as Romania, Hungary, Bulgaria and Croatia, borrowers have been vindicated through legislative interventions or court decisions, with banks being made to comply. By contrast, in Greece, governments have continually failed to implement a functional protective framework, leaving citizens vulnerable and without support in the face of banks' and funds' colossal demands.

In view of the above, can the Commission say:

1. Will Greek banks be checked for illegal practices and profiteering, as well as for breach of European law?
2. Will it oblige Greek banks to cancel these illegal contracts, ensuring that borrowers pay only the principal of their loans, as ruled by the CJEU and as was the outcome in the countries mentioned above?
3. What is its position on imposing the suspension of any auctioning of properties linked to such loans?

Submitted: 28.1.2025

**Answer given by Mr McGrath on behalf of the European Commission
(28 April 2025)**

Directive 93/13/EEC ⁽¹⁾ requires Member States to ensure that consumers are not bound by unfair contract terms. It applies to all contracts on the purchase of goods and services ⁽²⁾ including financial services.

Under Directive 93/13/EEC as interpreted by the Court of Justice of the European Union, it is for Greek authorities and courts to assess, based on the circumstances of each case, whether Greek banks comply with their obligations regarding the fairness and transparency of contract terms such as those exposing the borrower to a foreign exchange risk ⁽³⁾, and draw conclusions in each case.

In particular, contracts continue to be binding without the unfair terms ⁽⁴⁾ unless this is impossible under national law. The practical consequences of the invalidity of a mortgage loan contract on account of unfair terms are also governed by national law, provided that it allows to restore the situation which the consumer would have been in without the contract ⁽⁵⁾.

Finally, remedies enabling consumers to rely on the unfairness of contract terms must be available under conditions which do not hamper the obtaining of the protection sought, including through interim measures ⁽⁶⁾.

The Commission does not have powers to intervene in individual consumer disputes, to review decisions of national authorities and courts or to order the suspension of property auctioning.

Regarding Directive 2014/17/EU ⁽⁷⁾, it introduced specific rules to protect consumers where the credit is dominated in a foreign currency (e.g. explanations for the implications to consumers, right to convert the credit agreement into an alternative currency).

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, OJ L 95, 21.4.1993, p. 29-34.

⁽²⁾ See Section 5 of Commission Notice — Guidance on the interpretation and application of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, OJ C 323, 27.9.2019, p. 4-92, COM(2019) 5325 final. However, pursuant to Article 1(2) of Directive 93/13/EEC, the directive does not apply to contract terms that reflect national mandatory statutory provisions, which are applicable independently of the parties' choice or which are supplementary and apply in the absence of other arrangements between the parties; see for example the judgment of the Court of Justice of the European Union of 21 December 2021 in Case C-243/20 *Trapeza Peiraios AE*.

⁽³⁾ See for example the judgment of the Court of Justice of the European Union of 10 June 2021 in Joined Cases C-776/19 to C-782/19 *BNP Paribas Personal Finance SA*.

⁽⁴⁾ Article 6(1) of Directive 93/13/EEC.

⁽⁵⁾ See for example the judgment of the Court of Justice of the European Union of 15 June 2023 in Case C-520/21 *Bank M*.

⁽⁶⁾ See for example the judgment of the Court of Justice of the European Union of 10 September 2014 in Case C-34/13 *Kušionová*.

⁽⁷⁾ Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 Text with EEA relevance, OJ L 60, 28.2.2014, p. 34-85.

The directive only applies to mortgage credit contracts concluded as from March 2016, not offering protection for contracts prior to this date.
